

MEMORANDUM

Purchasing #15-081
May 12, 2015

To: Dennis W. Beach, City Manager

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

From: Jeffrey English, Purchasing Agent *JE*

Subject: Background for E-31-15, Continuing Contract for Civil Engineering Services for Various City Projects

Contract Need/Background

The Request for Letters of Interest (RLI) #E-31-15 was issued to select multiple firms to provide continuing professional civil engineering services to the City for projects for which the construction cost will not exceed \$2 million, and for any study activity for which fees will not exceed \$200,000. Alessandra Delfico, City Engineer, provided the project 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 solicitations, companies that have requested their names be placed on the mailing list, and companies from appropriate listings in other sources.

Number of firms submitting proposals 21

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

Twenty-one responses were received to the solicitation. The Selection/Evaluation Committee met on May 7 (in a public meeting) to review and evaluate the responses. All responses were reviewed, and the Committee ranked the firms. Copies of the minutes of the meeting, and the 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 contracts with the

seven-highest-ranked firms: Mathews Consultants, R.J. Behar & Company Inc., Kimley-Horn, Craig A. Smith & Associates, Craven Thompson & Associates Inc., Munson Design & Consulting, and Keith & Associates.

attachments

cc: file

**MINUTES
SELECTION / EVALUATION COMMITTEE
RLI #E-31-15
CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
PROJECTS**

**Public Works Administration Conference Room
10:06 a.m. 05/07/15**

The committee consisted of:

Alessandra Delfico, City Engineer (Voting)
Tammy L. Good, Civil Engineer II (Voting)
Jae Eun Kim, Planner (Voting)
John Sfiropoulos, Civil Engineer III (Voting)
Also in attendance: Jeff English, Purchasing Agent, and Cassie Lemasurier, Purchasing Supervisor

The meeting was held to evaluate the proposals received in response to the City's solicitation to establish contracts with multiple firms to provide consulting as needed. This meeting was posted as a "Public Meeting" both at City Hall and at the Purchasing Division office, and on the City's website. Twenty-one firms submitted responses to the City's Request for Letters of Interest.

Alessandra Delfico led the technical discussion. The General Services Director reviewed evaluation procedures and distributed Conflict of Interest Statements for completion by all voting members. The Purchasing Agent distributed a spreadsheet indicating the points to be assigned for MBE participation.

Each Committee member had reviewed all of the responses in advance of the meeting.

The Committee discussed each of the proposals in alphabetical order, and scored the responses using voting forms containing the evaluation criteria published in the RLI, with the following results:

(1)	Mathews Consultants.....	358
(2)	R.J. Behar & Company Inc.....	347
(3)	Kimley-Horn.....	340
(4)	Craig A. Smith & Associates.....	327
(5)	Craven Thompson & Associates.....	323
(6)	Munson Design & Consulting.....	320
(7)	Keith & Associates.....	320
(8)	Calvin, Giordano & Assoc.....	317
(9)	Chen Moore and Associates.....	314
(10)	I.B.I. Group.....	313
(11)	Harris Engineering.....	311
(12)	Stantec Consulting Services.....	311
(13)	CPH Engineers.....	308
(14)	SSN Engineering, LLC.....	306
(15)	ADA Engineering, Inc.....	298

(16)	DRMP Inc	290
(17)	Eckler Engineering.....	281
(18)	Carnahan, Proctor and Cross	278
(19)	England, Thims & Miller, Inc	274
(20)	Reiss Engineering	262
(21)	Florida Technical Consultants.....	260

(As per the RLI terms and conditions, those firms that tied are arrayed based on the value of orders over the past five years, with those firms who have received less work arrayed higher than the other tied firm(s).)

A copy of the voting matrix is attached. The Committee then discussed how many firms should be recommended for continuing contracts. The consensus of the Committee was that the top seven scored firms would be recommended for contracts, with work authorizations assigned as appropriate to each firm's skill set. An agenda item will be prepared to present the Committee's recommendation to the City Commission for their approval to negotiate contracts with the with the seven highest-ranked firms as detailed above.

The Committee meeting adjourned at 12:11 p.m.

Analysis Comparison, Ranking 05/07/15, E-31-15 CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

	Total Potential Points	ADA Engineering, Inc.	Calvin, Giordano & Associates	Carnahan, Proctor and Cross	Chen Moore and Associates	CPH, Inc.	Craig A Smith & Associates	Craven Thompson & Associates
Committee Member	Potential Points							
Alessandra Delfico								
Prior Experience	0-45	40	40	41	37	40	42	40
Qualifications of Personnel	0-35	30	30	30	28	32	30	29
Proximity of the Nearest Office	0-10	10	10	10	10	10	10	10
Certified Minority Business Enterprise	0-10	5	2	1	6	0	0	3
	Total =	85	82	82	81	82	82	82

	Potential Points							
Committee Member	Potential Points							
Tammy Good								
Prior Experience	0-45	38	40	39	42	43	45	42
Qualifications of Personnel	0-35	30	33	34	35	35	35	33
Proximity of the Nearest Office	0-10	8	8	10	9	8	10	10
Certified Minority Business Enterprise	0-10	5	2	1	6	0	0	3
	Total =	81	83	84	92	86	90	88

	Potential Points							
Committee Member	Potential Points							
Jae Eun Kim								
Prior Experience	0-45	40	30	20	30	35	35	30
Qualifications of Personnel	0-35	15	30	20	25	30	30	30
Proximity of the Nearest Office	0-10	5	5	5	5	3	5	5
Certified Minority Business Enterprise	0-10	5	2	1	6	0	0	3
	Total =	65	67	46	66	68	70	68

Analysis Comparison, Ranking 05/07/15, E-31-15 CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

	DRMP, Inc.	Eckler Engineering, Inc.	England, Thims & Miller, Inc.	Florida Technical Consultants	Harris Engineering, Inc.	IBI Group Inc.	Keith and Associates
Committee Member							
<u>Alessandra Delfico</u>							
Prior Experience	35	35	37	35	38	40	36
Qualifications of Personnel	30	25	27	25	30	29	29
Proximity of the Nearest Office	10	10	7	10	10	10	10
Certified Minority Business Enterprise	0	0	0	1	1	1	8
	75	70	71	71	79	80	83
Committee Member							
<u>Tammy Good</u>							
Prior Experience	40	40	38	38	44	41	35
Qualifications of Personnel	32	33	32	31	35	35	27
Proximity of the Nearest Office	9	10	5	9	10	10	10
Certified Minority Business Enterprise	0	0	0	1	1	1	8
	81	83	75	79	90	87	80
Committee Member							
<u>Jae Eun Kim</u>							
Prior Experience	40	30	30	30	35	35	35
Qualifications of Personnel	18	18	30	15	25	20	25
Proximity of the Nearest Office	5	5	1	5	10	10	10
Certified Minority Business Enterprise	0	0	0	1	1	1	8
	63	53	61	51	71	66	78

	Kimley-Horn and Associates	Matthew Consulting	Munson Design & Consulting	Reiss Engineering	RJ Behar & Company	SSN Engineering , LLC	Stantec Consulting Services
Committee Member							
Alessandra Delfico							
Prior Experience	40	42	42	30	41	32	40
Qualifications of Personnel	32	33	33	28	30	28	32
Proximity of the Nearest Office	10	10	10	8	10	10	10
Certified Minority Business Enterprise	3	6	0	4	6	2	2
	85	91	85	70	87	72	84
Committee Member							
Tammy Good							
Prior Experience	43	43	45	32	42	43	40
Qualifications of Personnel	35	35	35	30	35	35	34
Proximity of the Nearest Office	9	8	10	10	9	10	9
Certified Minority Business Enterprise	3	6	0	4	6	2	2
	90	92	90	76	92	90	85
Committee Member							
Jae Eun Kim							
Prior Experience	40	40	40	25	35	40	35
Qualifications of Personnel	30	30	20	18	30	20	20
Proximity of the Nearest Office	5	5	5	3	5	10	5
Certified Minority Business Enterprise	3	6	0	4	6	2	2
	78	81	65	50	76	72	62

Analysis Comparison, Ranking 05/07/15, E-31-15 CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

	Total Potential Points	ADA Engineering, Inc.	Calvin, Giordano & Associates	Carnahan, Proctor and Cross	Chen Moore and Associates	CPH, Inc.	Craig A Smith & Associates	Craven Thompson & Associates
Committee Member	Potential Points							
John Sfiropoulos								
Prior Experience	0-45	32	42	33	35	38	43	42
Qualifications of Personnel	0-35	22	32	23	25	27	33	32
Proximity of the Nearest Office	0-10	8	9	9	9	7	9	8
Certified Minority Business Enterprise	0-10	5	2	1	6	0	0	3
	Total =	67	85	66	75	72	85	85

Committee Members (Average)								
Prior Experience	0-45	38	38	33	36	39	41	39
Qualifications of Personnel	0-35	24	31	27	28	31	32	31
Proximity of the Nearest Office	0-10	8	8	9	8	7	9	8
Certified Minority Business Enterprise	0-10	5	2	1	6	0	0	3
	Average Score =	75	79	70	79	77	82	81

Committee Members (Total)								
Prior Experience	0-180	150	152	133	144	156	165	154
Qualifications of Personnel	0-140	97	125	107	113	124	128	124
Proximity of the Nearest Office	0-40	31	32	34	33	28	34	33
Certified Minority Business Enterprise	0-40	20	8	4	24	0	0	12
	Grand Total=	298	317	278	314	308	327	323

	DRMP, Inc.	Eckler Engineering, Inc.	England, Thims & Miller, Inc.	Florida Technical Consultants	Harris Engineering, Inc.	IBI Group Inc.	Keith and Associates
Committee Member							
John Sfiropoulos							
Prior Experience	35	38	38	30	35	39	35
Qualifications of Personnel	27	28	28	20	25	30	26
Proximity of the Nearest Office	9	9	1	8	10	10	10
Certified Minority Business Enterprise	0	0	0	1	1	1	8
	71	75	67	59	71	80	79

Committee Members (Average)							
Prior Experience	38	36	36	33	38	39	35
Qualifications of Personnel	27	26	29	23	29	29	27
Proximity of the Nearest Office	8	9	4	8	10	10	10
Certified Minority Business Enterprise	0	0	0	1	1	1	8
	73	70	69	65	78	78	80

Committee Members (Total)							
Prior Experience	150	143	143	133	152	155	141
Qualifications of Personnel	107	104	117	91	115	114	107
Proximity of the Nearest Office	33	34	14	32	40	40	40
Certified Minority Business Enterprise	0	0	0	4	4	4	32
	290	281	274	260	311	313	320

	Kimley-Horn and Associates	Matthew Consulting	Munson Design & Consulting	Reiss Engineering	RJ Behar & Company	SSN Engineering , LLC	Stantec Consulting Services
Committee Member							
John Sfiropoulos							
Prior Experience	43	45	42	32	44	35	39
Qualifications of Personnel	33	35	29	22	34	25	30
Proximity of the Nearest Office	8	8	9	8	8	10	9
Certified Minority Business Enterprise	3	6	0	4	6	2	2
	87	94	80	66	92	72	80

Committee Members (Average)							
Prior Experience	42	43	42	30	41	38	39
Qualifications of Personnel	33	33	29	25	32	27	29
Proximity of the Nearest Office	8	8	9	7	8	10	8
Certified Minority Business Enterprise	3	6	0	4	6	2	2
	85	90	80	66	87	77	78

Committee Members (Total)							
Prior Experience	166	170	169	119	162	150	154
Qualifications of Personnel	130	133	117	98	129	108	116
Proximity of the Nearest Office	32	31	34	29	32	40	33
Certified Minority Business Enterprise	12	24	0	16	24	8	8
	340	358	320	262	347	306	311

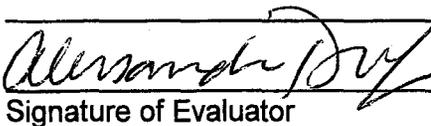
EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: ADA Engineering, Inc.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>30</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>5</u>
TOTAL		<u>85</u>

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

A lot of experience with other municipalities


May 7 2015
Alessandra Delfico
Signature of Evaluator Date Printed Name

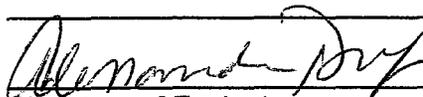
EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: Calvin, Giordano & Associates

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>30</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL		<u>82</u>

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

A lot of municipal experience


May 7, 2015
Alessandra Delfico

Signature of Evaluator Date Printed Name

EVALUATION CRITERIA
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VENDOR NAME: Carnahan, Proctor and Cross

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>41</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>30</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>1</u>
TOTAL		<u>82</u>

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

Good local experience

Alessandra Delfico May 7, 2015 Alessandra Delfico
 Signature of Evaluator Date Printed Name

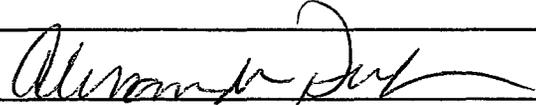
EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: Chen Moore and Associates

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>37</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>28</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>6</u>
TOTAL		<u>81</u>

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

Mixed track record with City projects.

	May 7, 2015	Alessandra Delfico
Signature of Evaluator	Date	Printed Name

EVALUATION CRITERIA
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 PROJECTS

VENDOR NAME: CPH, Inc.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2	Qualifications of personnel including sub consultants: 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	0-35 points	<u>32</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL			<u>82</u>

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

Wide variety of projects all over Florida

	May 7, 2015	Alessandra Delfico
Signature of Evaluator	Date	Printed Name

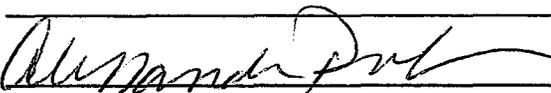
EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Craig A. Smith & Associates

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>42</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>30</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>82</u>

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

Grant assistance, a lot of stormwater experience


May 7, 2015
Alessandra Delfico

Signature of Evaluator Date Printed Name

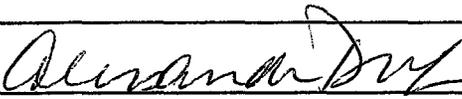
EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
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VENDOR NAME: Craven Thompson & Associates

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>29</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>3</u>
TOTAL		<u>82</u>

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

Good municipal experience

	May 7, 2015	Alessandra Delfico
Signature of Evaluator	Date	Printed Name

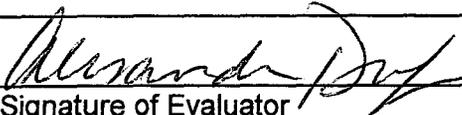
EVALUATION CRITERIA
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VENDOR NAME: DRMP, Inc.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>35</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>30</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>75</u>

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

Many DOT transportation projects


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Alessandra Delfico
 Signature of Evaluator Date Printed Name

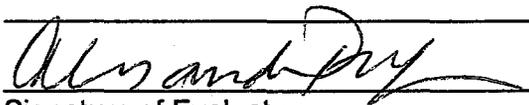
EVALUATION CRITERIA
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 PROJECTS

VENDOR NAME: Eckler Engineering, Inc.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>35</u>
2	Qualifications of personnel including sub consultants: 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	0-35 points	<u>25</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL			<u>70</u>

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

More suited to water and wastewater


 Signature of Evaluator

May 7, 2015
 Date

Alessandra Delfico
 Printed Name

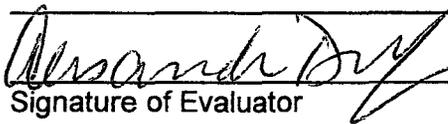
EVALUATION CRITERIA
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 PROJECTS

VENDOR NAME: England, Thims & Miller, Inc

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>37</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>27</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>7</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>71</u>

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

Good experience office is a little far



Signature of Evaluator

May 7, 2015
Date

Alessandra Delfico
Printed Name

EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: Florida Technical Consultants

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>35</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>25</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>1</u>
TOTAL		<u>71</u>

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

Okay experience the firm seems more GIS centered.



May 7, 2015
Date

Alessandra Delfico
Printed Name

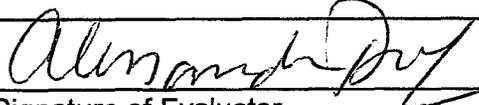
EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: Harris Engineering

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>38</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>30</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>1</u>
TOTAL		<u>79</u>

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

Experience with small projects and other municipalities


May 7, 2015
Alessandra Delfico
 Signature of Evaluator Date Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: IBI Group Inc.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>29</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>1</u>
TOTAL		<u>80</u>

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

Okay experience


Signature of Evaluator

May 7, 2015
Date

Alessandra Delfico
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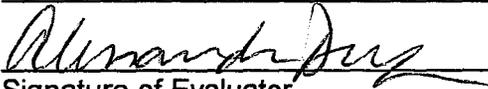
EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: Keith & Associates

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>36</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>29</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>8</u>
TOTAL		<u>83</u>

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

Maybe more suited to survey contract, mixed track record on City projects


 Signature of Evaluator

May 7, 2015
 Date

Alessandra Delfico
 Printed Name

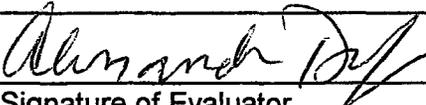
EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: Kimley-Horn

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2	Qualifications of personnel including sub consultants: 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	0-35 points	<u>32</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>3</u>
TOTAL			<u>85</u>

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

A lot of relevant experience including complete streets.

	May 7, 2015	Alessandra Delfico
Signature of Evaluator	Date	Printed Name

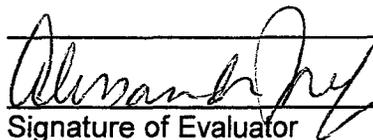
EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: Matthew Consulting

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1. Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>42</u>
2. Qualifications of personnel including sub consultants: 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	0-35 points	<u>33</u>
3. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4. Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>6</u>
TOTAL		<u>91</u>

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

Great experience, proven track record.



Signature of Evaluator

May 7, 2015
Date

Alessandra Delfico
Printed Name

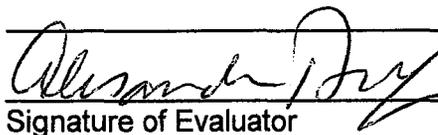
EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: Munson Design and Consulting, Inc.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>42</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>33</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>85</u>

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

Great experience and track record.


 Signature of Evaluator

May 7, 2015
 Date

Alessandra Delfico
 Printed Name

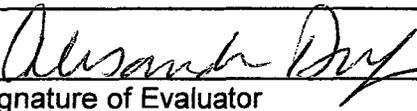
EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: Reiss Engineering

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>30</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>28</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>8</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>4</u>
TOTAL		<u>70</u>

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

More suited to water and wastewater.


May 7, 2015
Alessandra Delfico
 Signature of Evaluator Date Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: RJ Behar & Company, Inc.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>41</u>
2	Qualifications of personnel including sub consultants: 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	0-35 points	<u>30</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>6</u>
TOTAL			<u>87</u>

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

Good solid experience.

	May 7, 2015	Alessandra Delfico
Signature of Evaluator	Date	Printed Name

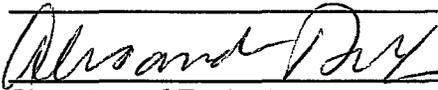
EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: SSN Engineering, LLC

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>32</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>28</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL		<u>72</u>

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

Did not update city names on experience page



Signature of Evaluator

May 7, 2015
Date

Alessandra Delfico

Printed Name

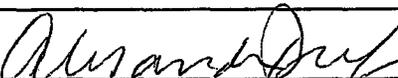
EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Stantec Consulting Services

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>32</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL		<u>84</u>

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

Good experience and past track record.

	May 7, 2015	Alessandra Delfico
Signature of Evaluator	Date	Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: ADA ENGINEERING

	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>38</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>30</u>
3 Proximity of the nearest office to the project location: <div style="text-align: right; margin-right: 20px;">WPG</div> a. Location b. Number of staff at the nearest office	0-10 points	<u>8</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>5</u>
TOTAL		<u>82</u> 81

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

ext. local exp. - CCNA's

AVIATION EXP. / PLANNING EXP

Several new employees

Tammy Good 5-6-15 TAMMY GOOD
 Signature of Evaluator Date Printed Name

**EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
PROJECTS**

VENDOR NAME: Calvin, Giordano & Associates, Inc.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>33</u>
3 Proximity of the nearest office to the project location: a. Location <i>Miami/WPB</i> b. Number of staff at the nearest office	0-10 points	<u>8</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL		<u>83</u>

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

minimal projects list

Tammy Gool
Signature of Evaluator

5-6-15
Date

TAMMY GOOL
Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Carnahan, Proctor & Cross Inc.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>39</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>34</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>1</u>
TOTAL		<u>84</u>

DELETED BY

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

VARIOUS SIZES/COMPLEXITIES OF WORK
LOCAL REGULATORS/AGENCIES EXP.

Tammy Good
 Signature of Evaluator

5-4-15
 Date

TAMMY GOOD
 Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: CPH, INC.

	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>43</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>35</u>
3 Proximity of the nearest office to the project location: a. Location <u>Miami</u> b. Number of staff at the nearest office	0-10 points	<u>8</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>86</u>

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

34 yrs - bus.

CCNA - CENTRAL FL MUNICIPALITIES

GEC on staff - VE/CONST. MAYSIS

Tammy Good 5-6-15
 Signature of Evaluator Date

TAMMY GOOD
 Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: CRAYVEN THOMPSON & ASSOCIATES, INC.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
<p>1 Prior experience of the firm with projects of similar size and complexity:</p> <p>a. Number of similar projects</p> <p>b. Complexity of similar projects</p> <p>c. References from past projects performed by the firm</p> <p>d. Previous projects performed for the City (provide description)</p> <p>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)</p>	0-45 points	<p style="font-size: 1.5em;">42</p> <hr style="width: 50%; margin: 0 auto;"/>
<p>2 Qualifications of personnel including sub consultants:</p> <p>a. Organizational chart for project</p> <p>b. Number of technical staff</p> <p>c. Qualifications of technical staff:</p> <p>(1) Number of licensed staff</p> <p>(2) Education of staff</p> <p>(3) Experience of staff on similar projects</p>	0-35 points	<p style="font-size: 1.5em;">33</p> <hr style="width: 50%; margin: 0 auto;"/>
<p>3 Proximity of the nearest office to the project location:</p> <p>a. Location</p> <p>b. Number of staff at the nearest office</p>	0-10 points	<p style="font-size: 1.5em;">10</p> <hr style="width: 50%; margin: 0 auto;"/>
<p>4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)</p>	0-10 points	<p style="font-size: 1.5em;">3</p> <hr style="width: 50%; margin: 0 auto;"/>
TOTAL		<p style="font-size: 1.5em;">88</p> <hr style="width: 50%; margin: 0 auto;"/>

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

EXTENSIVE PROJ. EXP. - VARIOUS WORK

LARGE FIRM

Tammy Good 5-4-15
 Signature of Evaluator Date

TAMMY GOOD
 Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: DRMP

	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>32</u>
3 Proximity of the nearest office to the project location: a. Location BOCA b. Number of staff at the nearest office	0-10 points	<u>9</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>81</u>

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

Listed Harris as sub (civil) ?

DoIT proj. exp.

in house surveying

* Roadway exp.

Tammy Good 5-6-15
 Signature of Evaluator Date

Tammy Good
 Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Eckler ENGINEERING, INC.

	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>33</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>83</u>

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

W - WW plant exp.

Tammy Good
 Signature of Evaluator

5-7-15
 Date

Tammy Good
 Printed Name

**EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
PROJECTS**

VENDOR NAME: ETM, Inc.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>38</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>32</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>5</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>75</u>

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

ext. W-PLANT Design

Limited So. Fla exp.

MS4 Permit Support / Pompano

NOT LOCAL

Tammy Good 5-6-15
Signature of Evaluator Date

TAMMY GOOD
Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: FTC

	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>38</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>31</u>
3 Proximity of the nearest office to the project location: a. Location <i>Boynton Beach</i> b. Number of staff at the nearest office	0-10 points	<u>9</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>1</u>
TOTAL		<u>79</u>

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

GIS exp.

ex-Chen employee?

resources limited?

Tammy Good 5-6-15
 Signature of Evaluator Date

TAMMY GOOD
 Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: HARRIS ENGINEERING

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>44</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>35</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>1</u>
TOTAL		<u>90</u>

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

CRA-BEACH LIBRARY
VERY SMALL COMPANY -
REF. D. MCGILVER
PVT. WORK - MUNICIPAL DEP.

Tammy Good 5-4-15
 Signature of Evaluator Date

TAMMY GOOD
 Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: IBI GROUP (FLORIDA), INC.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>41</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>35</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>1</u>
TOTAL		<u>87</u>

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

Subcontract Surveying Services

BRINY WORK, WAYFINDING, PUBLIC ARTS...

LOCAL CENAS

Staff input - great reviews

Tammy Good 5-4-15
 Signature of Evaluator Date

TAMMY GOOD
 Printed Name

**EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
PROJECTS**

VENDOR NAME: Keith & Associates

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>35</u>
2	Qualifications of personnel including sub consultants: 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	0-35 points	<u>27</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>8</u>
TOTAL			<u>80</u>

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

Strong Surveying Skills
Local Firm / Responsive

Tammy Good
Signature of Evaluator

5-4-15
Date

TAMMY GOOD
Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Kimley Horn

	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>43</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>35</u>
3 Proximity of the nearest office to the project location: a. Location <i>Ed. Landwehr</i> b. Number of staff at the nearest office	0-10 points	<u>9</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>3</u>
TOTAL		<u>90</u>

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

Large firm

Pompano / local exp.

Streetscape exp.

Tammy Good 5-6-15
 Signature of Evaluator Date

TAMMY GOOD
 Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: MATHEWS CONSULTING

	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>43</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>35</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>8</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>6</u>
TOTAL		<u>92</u>

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

W & WW FACILITIES, Lift Stations, FM.

EXT. LOCAL MUNICIPAL WORK

Staff - great reviews

* Pompano Exp.

Tammy Good 5-4-15
 Signature of Evaluator Date

TAMMY GOOD
 Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: MUNSON DESIGN & CONSULTING

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>45</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>35</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>90</u>

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

SURVEYING SERVICES IN HOUSE

Small firm

very responsive

Tammy Good 5-4-15
 Signature of Evaluator Date

TAMMY GOOD
 Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: REISS ENGINEERING

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>32</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>30</u>
3 Proximity of the nearest office to the project location: a. Location <u>FT. LAUDERDALE</u> b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>4</u>
TOTAL		<u>76</u>

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

W&W DESIGN EXP. → LIMITED LOCAL EXP.
Limited resources locally

Tammy Good 5-4-15 TAMMY GOOD
 Signature of Evaluator Date Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: R. J. Behar

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>42</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>35</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>2</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractor's should also be included with the response.)	0-10 points	<u>6</u>
TOTAL		85 <u>92</u>

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

Staff exp.

local exp.

Pompano Projects

Tammy Avel 5-7-15 Tammy Gook

Signature of Evaluator Date Printed Name

**EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS**

VENDOR NAME: SSN ENGINEERING

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>43</u>
2	Qualifications of personnel including sub consultants: 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	0-35 points	<u>35</u>
3	Proximity of the nearest office to the project location: a. Location <i>Pompano</i> b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL			<u>80 90</u>

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

Intercounty Engineer
Pumps STATION EXP. (Small)
Small firm
Surveyor / Landscape Arch.

Tammy Good 5-6-15
 Signature of Evaluator Date

TAMMY GOOD
 Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Stantec

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2	Qualifications of personnel including sub consultants: 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	0-35 points	<u>34</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>9</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL			<u>85</u>

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

AL-PM Projects

J. Crews - Staff

Tammy Good
 Signature of Evaluator

5-6-15
 Date

TAMMY GOOD
 Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: ADA engineering

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects <u>1-20</u> b. Complexity of similar projects <u>Yes.</u> c. References from past projects performed by the firm <u>5 organizations</u> d. Previous projects performed for the City (provide description) <u>3 cases.</u> e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) <u>0 cases.</u>	0-45 points	<u>40</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project <u>Yes</u> b. Number of technical staff <u>6 in office</u> c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects <u>be LEED, EI. Sub-consultant. All other professionals are sub-consultant.</u>	0-35 points	<u>15</u>
3	Proximity of the nearest office to the project location: a. Location <u>W.P.B.</u> b. Number of staff at the nearest office <u>6 (1 Admin & 5 professional)</u>	0-10 points	<u>5</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>5</u>
TOTAL			<u>65 - 65</u>

List the reasons for this evaluation (justify the rating/scoring):
All LEED, PSM, IA. are sub-consultant
- turn over = high

Signature of Evaluator [Signature] Date 5/7/15 Printed Name JOEL GUN FIRM

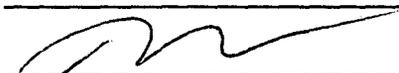
EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Calvin, Giordano & Associates

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects ✓ 5 b. Complexity of similar projects 5 c. References from past projects performed by the firm 5 d. Previous projects performed for the City (provide description) 24 cases p. 87 e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) 0 cases ⇒ 0	0-45 points	<u>40</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project Yes b. Number of technical staff Yes c. Qualifications of technical staff: (1) Number of licensed staff Yes (2) Education of staff Yes (3) Experience of staff on similar projects Yes	0-35 points	<u>30</u>
3	Proximity of the nearest office to the project location: a. Location N/A in Ft Lauderdale b. Number of staff at the nearest office N/A	0-10 points	<u>5</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
	TOTAL		<u>67</u>

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

- see page 87.
- Diverse project experience
- Not much innovative - plan services - LA & AICP


 Signature of Evaluator

5/7/15
 Date

Joe Eun Kim
 Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Carnahan Proctor & Cross, Inc.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects — <u>Rel. improvements. - 5</u> b. Complexity of similar projects — <u>5</u> c. References from past projects performed by the firm <u>6 cases. - 5</u> d. Previous projects performed for the City (provide description) <u>0 cases</u> e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) <u>4 cases.</u>	0-45 points	<u>20</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>20</u>
<i>Yes but just PE. 5 Subconsultant: (environmental permitting LA)</i>		
3 Proximity of the nearest office to the project location: a. Location <u>in Deerfield</u> b. Number of staff at the nearest office <u>27</u>	0-10 points	<u>5</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>1</u>
TOTAL		<u>46</u>

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

all PE. sub consultant - LA & AICP, environmental services
- street improvements - Rel.
- negative construction experience.

[Signature]
 Signature of Evaluator

5/7/15
 Date

Joe Gun Kim
 Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Chen Moore

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity:	0-45 points	<u>30</u>
a. Number of similar projects <u>9</u>		
b. Complexity of similar projects <u>9</u>		
c. References from past projects performed by the firm <u>9</u>		
d. Previous projects performed for the City (provide description) <u>total 55 (p. 6-40)</u>		
e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) <u>2 cases of (Construction site - civil suit)</u>		
2 Qualifications of personnel including sub consultants:	0-35 points	<u>28</u>
a. Organizational chart for project <u>Yes</u>		
b. Number of technical staff		
c. Qualifications of technical staff:		
(1) Number of licensed staff		<u>40</u>
(2) Education of staff		<u>?</u>
(3) Experience of staff on similar projects		
3 Proximity of the nearest office to the project location:	0-10 points	<u>5</u>
a. Location <u>Fort Lauderdale, but N in PB</u>		<u>55</u>
b. Number of staff at the nearest office <u>18 staff</u>		<u>6</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>6</u>
TOTAL		<u>96</u>

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

page 6-40

Various projects.

- Magazine Rebuild Experience - Catering - Fire station

- Coordination failing with other disciplines.

[Signature]
Signature of Evaluator

8/7/15
Date

Joe E. Kim
Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: CPH

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects) Yes. b. Complexity of similar projects) c. References from past projects performed by the firm 5 cases d. Previous projects performed for the City (provide description) 0 cases e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) 4 cases (settled)	0-45 points	<u>35</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project Yes b. Number of technical staff 2 manager - 12 staff c. Qualifications of technical staff: (1) Number of licensed staff) PE, LA, CFM, LEED, AIA, Inspector (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>30</u>
3	Proximity of the nearest office to the project location: a. Location Miami b. Number of staff at the nearest office 9	0-10 points	<u>3</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL			<u>68</u>

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

- Various professionals // park projects
- Various projects
- good communication
- 4 GC staff


 Signature of Evaluator

5/17/15
 Date

Joe Eum Kim
 Printed Name

EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: Craig A. Smith & Associates, Inc.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>25</u>
	} drainage, sewer, water main, stormwater } Focus on utilities. } cases } 0 cases		
2	Qualifications of personnel including sub consultants: 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	0-35 points	<u>30</u>
	Yes +/- 16 PE.) <u>PE. only</u>		
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>5</u>
	Boca 45		
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL			<u>70</u>

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

all P.E. - civil, water, water main, storm water
utilities, survey, construction, No. LA, LEED AIA.
- No various / diverse project experience but good PE
- good experiences - public & private

[Signature] 5/7/15 Joe Egan P.E.
 Signature of Evaluator Date Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Graven Thompson & Associates

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) <u>5. litigations</u>	0-45 points	<u>30</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>70</u>
3 Proximity of the nearest office to the project location: a. Location <u>Ft. Lauderdale</u> b. Number of staff at the nearest office	0-10 points	<u>5</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>3</u> ✓
TOTAL		<u>68</u>

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

- Multi task team
- good experience - overall
- Not much experience with the firm

[Signature]
 Signature of Evaluator

5/7/15
 Date

Joe Egan Km
 Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: DRMP.

Criteria

Point Range

Score

1 Prior experience of the firm with projects of similar size and complexity: 0-45 points 40

- Yes*
- a. Number of similar projects *park-trail, Rd, traffic*
 - b. Complexity of similar projects
 - c. References from past projects performed by the firm *5 cases*
 - d. Previous projects performed for the City (provide description) *0 cases*
 - e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) *6 case. (all settled)*

2 Qualifications of personnel including sub consultants: 0-35 points 18

- x6=18*
- a. Organizational chart for project *Yes*
 - b. Number of technical staff *21 + 3 manager*
 - c. Qualifications of technical staff: *all PE, EI, PSM*
 - (1) Number of licensed staff *Yes*
 - (2) Education of staff
 - (3) Experience of staff on similar projects

3 Proximity of the nearest office to the project location: 0-10 points 5

- a. Location *Boca*
- b. Number of staff at the nearest office *61*

4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) 0-10 points 0

TOTAL

63

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

- Civil, Roadway, Water, Retenues
- No AICP, LEED, or LA.
- Need variety staff - professionals
- Client: FD of E.P.
- Not much experience with City


 Signature of Evaluator

5/7/15
 Date

Joe Eun Kim
 Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Eckler Engineering

*incomplete package
2-a.*

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
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1	Prior experience of the firm with projects of similar size and complexity:	0-45 points	<u>30</u>
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- a. Number of similar projects
- b. Complexity of similar projects *LTA station, water distribution, wellfield, water basin*
- c. References from past projects performed by the firm *city projects.*
- d. Previous projects performed for the City (provide description)
- e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) *0 cases.*

2	Qualifications of personnel including sub consultants:	0-35 points	<u>10</u>
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- a. Organizational chart for project *No chart.*
 - 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
- sub consultant: PE, surveyors, techs, but No AIA, CA AICP, LEED.
 for PE.*

3	Proximity of the nearest office to the project location:	0-10 points	<u>5</u>
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- a. Location *Conal Spring*
- b. Number of staff at the nearest office *5 PE, 2 Techs. & 1 admin.*

4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
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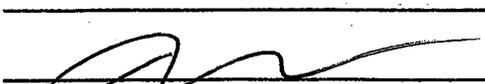
TOTAL 53 53

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

PEs, EI, P.C.S.

- Various projects' experiences are missing

- specialize with 'water' plant.

	<u>5/7/15</u>	<u>Joe Eum Kim</u>
Signature of Evaluator	Date	Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: FTC

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>30</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>15</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>5</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>1</u>
TOTAL		<u>51</u>

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

numerous change & utilities, 1st station projects with City
GIS - not PE
↳ his specialty

[Signature]
 Signature of Evaluator

5/7/15
 Date

Joe Eun Kim
 Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Harris Engineering

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects <u>Medium</u> b. Complexity of similar projects <u>Medium</u> c. References from past projects performed by the firm <u>17 cases</u> d. Previous projects performed for the City (provide description) <u>1 case - P.B. Library - Beach</u> e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) <u>0 cases</u>	0-45 points	<u>35</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project <u>Yes</u> b. Number of technical staff = <u>all sub consultants</u> c. Qualifications of technical staff: <u>+ 2 ME manager</u> (1) Number of licensed staff (2) Education of staff <u>⇒ consultant - sub</u> (3) Experience of staff on similar projects	0-35 points	<u>25</u>
3 Proximity of the nearest office to the project location: a. Location <u>pompano</u> b. Number of staff at the nearest office <u>4 (2 professional & 2 Admin.)</u>	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>1</u>
TOTAL		<u>71</u>

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

- all LA, PLS are sub-consultant
- less projects' experience but good quality work
- experience

Signature of Evaluator: [Signature] Date: 5/9/15 Printed Name: Joe Eumkin

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: IBI

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
<p>1 Prior experience of the firm with projects of similar size and complexity:</p> <p>a. Number of similar projects</p> <p>b. Complexity of similar projects</p> <p>c. References from past projects performed by the firm</p> <p>d. Previous projects performed for the City (provide description)</p> <p>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)</p>	0-45 points	<u>75</u>
<p>2 Qualifications of personnel including sub consultants:</p> <p>a. Organizational chart for project</p> <p>b. Number of technical staff</p> <p>c. Qualifications of technical staff:</p> <p>(1) Number of licensed staff</p> <p>(2) Education of staff</p> <p>(3) Experience of staff on similar projects</p>	0-35 points	<u>20</u>
<p>3 Proximity of the nearest office to the project location:</p> <p>a. Location</p> <p>b. Number of staff at the nearest office</p>	0-10 points	<u>10</u>
<p>4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)</p>	0-10 points	<u>1</u>
TOTAL		44 66

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

- Good P.E. experiences.

- Streetscapes with City - Boring

Signature of Evaluator [Signature] Date 8/7/15 Printed Name Joe Eun Kim.

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Keith & Associates

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>25</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>25</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>8</u>
TOTAL		<u>78</u> 78

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

- good business
- quality & responsiveness
- good work correspondence

[Signature]
 Signature of Evaluator

5/7/15
 Date

Joe Earl Km
 Printed Name

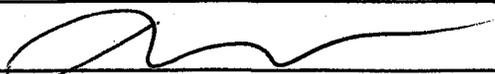
EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Kimley Horn

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity:	0-45 points	<u>40</u>
a. Number of similar projects <i>9</i>		
b. Complexity of similar projects <i>9</i>		
c. References from past projects performed by the firm <i>9</i>		<i>35</i>
d. Previous projects performed for the City (provide description) <i>13 cases</i>		<i>60</i>
e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) <i>16 cases</i>		<i>90</i>
2 Qualifications of personnel including sub consultants:	0-35 points	<u>30</u>
a. Organizational chart for project		
b. Number of technical staff <i>Yes</i>		
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 points	<u>5</u>
a. Location <i>in front landbank. Boca</i>		
b. Number of staff at the nearest office <i>21 employee</i>		
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>3</u>
TOTAL		<u>78</u> <i>78</i>

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

- *1, d: Landscape Design B fairly*
- *Really improved, not diverse project experience.*
- *Complete streetscape*
- *MSG innovation based on experience*

Signature of Evaluator:  Date: 8/7/15 Printed Name: Joe Eun Kim

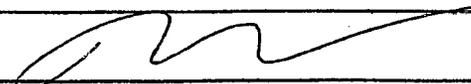
EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Matthew Consutay

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2	Qualifications of personnel including sub consultants: 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	0-35 points	<u>30</u>
3	Proximity of the nearest office to the project location: a. Location <u>W.P.B</u> b. Number of staff at the nearest office	0-10 points	<u>5</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>6</u>
TOTAL			<u>81</u>

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

- Excellent water/wastewater services
- Good project management
- Excellent work experience with CA/Engineering


5/7/15
Joe Eun Kim

Signature of Evaluator Date Printed Name

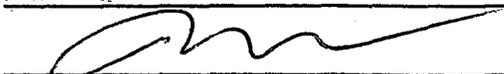
EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: MDC

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
	> parks // drainage improvements 5 cases numerous experience w. city 0 cases.		
2	Qualifications of personnel including sub consultants: 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	0-35 points	<u>20</u>
	total 4 members 4) Yes. just PE & PSM		
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>5</u>
	Coral Spring 4 + 1 principal		
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL			<u>65</u> 65

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

- Sub-consultant: Environmental & Engineering/Testing
- No LEED, RIA, AIA, PLS
- Missy ROW Improvement & Infrastructure
- For small project


 Signature of Evaluator

5/11/15
 Date

John Gunn
 Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Reiss Engineers

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects } <u>water treatment focused</u> b. Complexity of similar projects } <u>5</u> c. References from past projects performed by the firm } <u>5</u> d. Previous projects performed for the City (provide description) <u>0 case</u> e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) <u>1 case</u>	0-45 points	<u>25</u>
2 Qualifications of personnel including sub consultants: 6 a. Organizational chart for project 6 b. Number of technical staff 6 c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>10</u>
3 Proximity of the nearest office to the project location: a. Location <u>in Ft Lauderdale</u> b. Number of staff at the nearest office <u>2(?)</u>	0-10 points	<u>3</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>4</u>
TOTAL		<u>50</u> <u>50</u>

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

- Water treatment - missing variance experiences
- limited local experiences
- Short staff

Signature of Evaluator: [Signature] Date: 5/17/15 Printed Name: Joe Eunkim

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: R. J. Behar & Company, Inc.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects <u>+120.</u> b. Complexity of similar projects <u>Yes.</u> c. References from past projects performed by the firm <u>5 cases.</u> d. Previous projects performed for the City (provide description) <u>0 cases.</u> e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) <u>0 cases.</u>	0-45 points	<u>35</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project <u>Yes</u> b. Number of technical staff <u>professional: 19</u> c. Qualifications of technical staff: <u>support staff: 3</u> (1) Number of licensed staff <u>Admin: 7</u> (2) Education of staff <u>inspector: 6</u> (3) Experience of staff on similar projects <u>37 staff</u>	0-35 points	<u>30</u>
3	Proximity of the nearest office to the project location: a. Location <u>Pembroke Pine</u> b. Number of staff at the nearest office <u>Employee 37.</u>	0-10 points	<u>5</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>6</u>
TOTAL			<u>76</u>

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

- LA, PE, PSM, CFM = sub consultant.
- Railway, infrastructure, parks.
- plan work but consolidate work
- good service into city.
- excellent

Signature of Evaluator [Signature] Date 5/7/14 Printed Name Joe Eun Kim

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: SSN

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects <i>City of Opa-locka</i> b. Complexity of similar projects <i>Yes: Rd - drainage - pump station</i> c. References from past projects performed by the firm <i>5 (one - public)</i> d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance <i>0 cases</i> (list, describe outcome)	0-45 points	<u>40</u>
2	Qualifications of personnel including sub consultants: f a. Organizational chart for project <i>Yes</i> f b. Number of technical staff <i>10 + 2 manager</i> f c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>20</u>
3	Proximity of the nearest office to the project location: a. Location <i>Pompano</i> b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
	TOTAL		<u>72</u>

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

- PE, PSM, PMP.
- No. AICP. AIA. LA even
- good contract work
- Res- built - small projects
- good responsibility


5/7/15
Jeel Eun Kim

Signature of Evaluator Date Printed Name

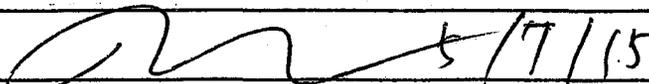
EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Stantec

	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: <ul style="list-style-type: none"> a. Number of similar projects <i>- 9 point</i> b. Complexity of similar projects <i>- 9 point</i> c. References from past projects performed by the firm <i>5 cases</i> d. Previous projects performed for the City (provide description) <i>6 cases</i> e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) <i>→ not described but some purely ongoing</i> 	0-45 points	<u>31/5</u>
2 Qualifications of personnel including sub consultants: <ul style="list-style-type: none"> a. Organizational chart for project <i>Yes.</i> b. Number of technical staff <i>?</i> c. Qualifications of technical staff: <i>CFM, LEED AP, PE, EI.</i> <ul style="list-style-type: none"> (1) Number of licensed staff <i>) Yes. but No LA.</i> (2) Education of staff (3) Experience of staff on similar projects 	0-35 points	<u>20</u>
3 Proximity of the nearest office to the project location: <ul style="list-style-type: none"> a. Location <i>Boca</i> b. Number of staff at the nearest office <i>23.</i> 	0-10 points	<u>5</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) 	0-10 points	<u>2</u>
TOTAL		<u>62</u>

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

- in Boca: No LA / AICP / Environmental Engineer
- drainage, Roadway improvement,
- park, Reclaimed water.
- No LA. But Overall - Good - VARIOUS Experience


 Signature of Evaluator

5/7/15
 Date

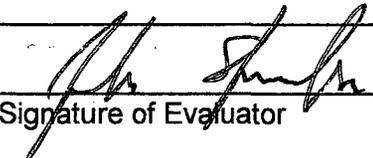
Joe Eun Kim
 Printed Name

EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: ADA

	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>32</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>22</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>8</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>5</u>
TOTAL		<u>67</u>

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

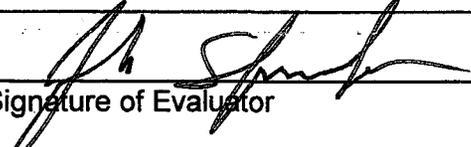

5/7/15
John SFAPOULOS
 Signature of Evaluator Date Printed Name

EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: CALVIN, GIORDANO & ASSOC

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>42</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>32</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>9</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL		<u>85</u>

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

	5/7/15	JOHN SPARAPoulos
Signature of Evaluator	Date	Printed Name

EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: CARNAMAN, PROCTOR & CROSS

	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>33</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>23</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>9</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>1</u>
TOTAL		<u>66</u>

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


5/7/15
JOHN SAROPOULOS

Signature of Evaluator Date Printed Name

EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: OPEN MOORE

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>35</u>
2	Qualifications of personnel including sub consultants: 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	0-35 points	<u>25</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>9</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>6</u>
TOTAL			<u>75</u>

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


 Signature of Evaluator

 5/7/15
 Date

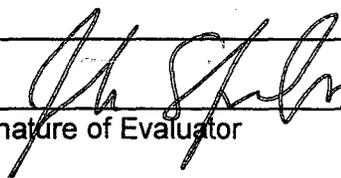
 JOHN SPANOPOULOS
 Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: CPH

	<u>Point Range</u>	<u>Score</u>
1. Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>38</u>
2. Qualifications of personnel including sub consultants: 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	0-35 points	<u>27</u>
3. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>7</u>
4. Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>72</u>

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


 Signature of Evaluator

 5/7/15
 Date

 JOHN SFROPOULOS
 Printed Name

EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: CRAIG A. SMITH

	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>43</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>33</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>9</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>85</u>

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

[Signature] 5/7/15
 Signature of Evaluator Date

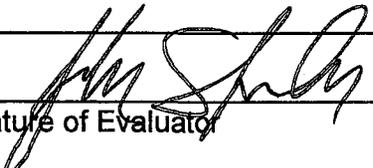
JOHN STROPOULOS
 Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: CRAVEN THOMPSON

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>42</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>32</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>8</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>3</u>
TOTAL		<u>85</u>

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


 Signature of Evaluator

 5/7/15
 Date

 JOHN SPAPADOULAS
 Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: DRMP

	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>35</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>27</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>9</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>71</u>

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

John Spuler 5/7/15 JOHN SFARPOULOS
 Signature of Evaluator Date Printed Name

EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: ECKER

	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>38</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>28</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>9</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>75</u>

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

John Saropoulos
 Signature of Evaluator

5/7/15
 Date

JOHN SAROPOULOS
 Printed Name

EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: ENGLAND, THMS, & MILLER

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>38</u>
2	Qualifications of personnel including sub consultants: 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	0-35 points	<u>28</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>1</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL			<u>67</u>

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

	5/7/15 Date	JOHN SFIROPOULOS Printed Name
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EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: FLORIDA TECHNICAL CONSULTANTS

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>20</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>20</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>8</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>1</u>
TOTAL		<u>59</u>

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

MORE GIS ORIENTED, NUMBER OF RESOURCES IN QUESTION.

John Sfaropoulos 5/7/15 JOHN SFAROPOULOS
 Signature of Evaluator Date Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: HARRIS ENG

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>35</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>25</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>1</u>
TOTAL		<u>71</u>

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

[Signature]
 Signature of Evaluator

5/7/15
 Date

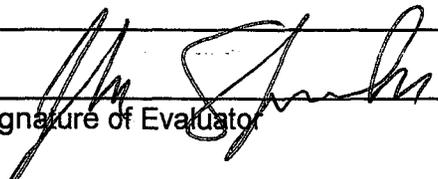
JOHN SHARPOULS
 Printed Name

EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: IBI GROUP

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>39</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>30</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>1</u>
TOTAL		<u>80</u>

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


5/7/15
JOHN SAROPOULOS

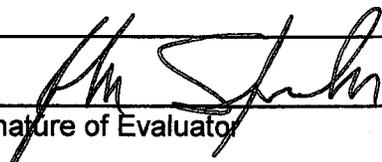
Signature of Evaluator Date Printed Name

EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: KEITH & ASSOC.

	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>35</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>26</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>8</u>
TOTAL		<u>79</u>

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


5/7/15
JOHN SAROPOULOS

Signature of Evaluator
Date
Printed Name

EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: KIMLEY-HORN

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>43</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>33</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>8</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>3</u>
TOTAL		<u>87</u>

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

 5/7/15 JOHN SAROPOULOS
 Signature of Evaluator Date Printed Name

EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: MATTHEWS CONSULTING

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>45</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>35</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>8</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>6</u>
TOTAL		<u>94</u>

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

IMPRESSIVE SUBMITAL, EXTENSIVE, NUMEROUS, &
DIVERSE PROJECTS, PERSONAL EXPERIENCE WITH
THEM HAVE BEEN EXCEPTIONAL.

[Signature]
 Signature of Evaluator

5/7/15
 Date

JOHN SATHOPOULOS
 Printed Name

EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: M.D.C.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>42</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>29</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>9</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>80</u>

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

John Saropoulos
 Signature of Evaluator

5/7/15
 Date

JOHN SAROPOULOS
 Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: REISS ENG.

	<u>Point Range</u>	<u>Score</u>
<p>1 Prior experience of the firm with projects of similar size and complexity:</p> <ul style="list-style-type: none"> 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) 	0-45 points	<u>32</u>
<p>2 Qualifications of personnel including sub consultants:</p> <ul style="list-style-type: none"> a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: <ul style="list-style-type: none"> (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects 	0-35 points	<u>22</u>
<p>3 Proximity of the nearest office to the project location:</p> <ul style="list-style-type: none"> a. Location b. Number of staff at the nearest office 	0-10 points	<u>8</u>
<p>4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)</p>	0-10 points	<u>4</u>
TOTAL		<u>66</u>

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

John Sfrapoulos 5/7/15
 Signature of Evaluator Date

JOHN SFRAPOULOS
 Printed Name

EVALUATION CRITERIA
RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: S.S.N.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>35</u>
2	Qualifications of personnel including sub consultants: 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	0-35 points	<u>25</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL			<u>72</u>

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

John S. S. N. 5/21/15 JOHN SANOPOULOS
 Signature of Evaluator Date Printed Name

EVALUATION CRITERIA
 RLI E-31-15 – CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
 PROJECTS

VENDOR NAME: STANTEC

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>39</u>
2 Qualifications of personnel including sub consultants: 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	0-35 points	<u>30</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>9</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL		<u>80</u>

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

John Sfiropoulos 5/7/15
 Signature of Evaluator Date

JOHN SFIROPOULOS
 Printed Name

CITY OF POMPANO BEACH

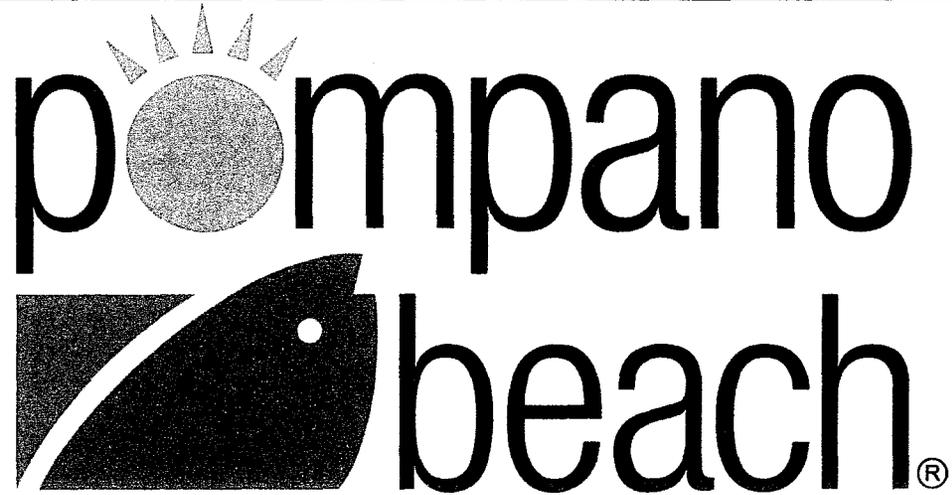
RESPONSES

RLI E-31-15

CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

05/07/2015

<u>Company Responding:</u>	<u>Address</u>	<u>City, State, Zip</u>
ADA Engineering, Inc.	1800 Old keechobee Rd., Ste #202	North Lauderdale, FL 33069
Calvin, Giordano & Associates	1800 Eller Drive, Ste #600	Ft. Lauderdale, FL 33316
Carnahan, Proctor and Cross	814 S Military Trail	Deerfield Beach, FL 33442
Chen Moore and Associates	500 W Cypress Creek Rd., Ste #450	Ft. Lauderdale, FL 33309
CPH, Inc.	1992 SW 1st Street	West Palm Beach, FL 33409
Craig A. Smith & Associates	7777 Glades Rd., Ste #410	Boca Raton, FL 33434
Craven Thompson & Associates	3563 NW 53rd St	Ft. Lauderdale, FL 33309
DRMP, Inc.	21301 Powerline Rd., Ste #107	Boca Raton, FL 33433
Eckler Engineering, Inc.	4700 Riverside Dr., Ste #110	Coral Springs, FL 33067
England, Thims & Miller, Inc	14775 Old Saint Augustine Rd	Jacksonville, FL 32258
Florida Technical Consultants	10327 Trivero Terrace	Boynton Beach, FL 33437
Harris Engineering	2743 NW 19 St.	Pompano Beach, FL 33069
IBI Group Inc.	2200 Park Central Blvd. North, Ste #100	Pompano Beach, FL 33064
Keith & Associates	301 E Atlantic Blvd.	Pompano Beach, FL 33060
Kimley-Horn	600 N Pine Island Rd., Ste #450	Plantation, FL 33324
Matthew Consulting	477 S Rosemary Avenue, Ste #330	West Palm Beach, FL 33401
Munson Design and Consulting, Inc.	8910 NW 21 Court	Coral Springs, FL 33071
Reiss Engineering	1451 W. Cypress Creek Rd., Suite 300	Ft. Lauderdale, FL 33309
RJ Behar & Company, Inc.	6861 SW 196th Avenue, Suite #302	Pembroke Pines, FL 33332
SSN Engineering, LLC	1925 NW 18 Street, Suite #30	Pompano Beach, FL 33060
Stantec Consulting Services	21301 Powerline Rd., Ste #311	Boca Raton, FL 33433



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-31-15**

**CONTINUING CONTRACT FOR CIVIL ENGINEERING
SERVICES FOR VARIOUS CITY PROJECTS**

**RLI OPENING: April 20, 2015 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

March 19, 2015

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR LETTERS OF INTEREST (RLI)
E-31-15

CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY
PROJECTS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide Civil Engineering services to the City on a continuing as-needed basis.

The City will receive sealed proposals until 2:00 p.m. (local), April 20, 2015, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

The City intends to issue multiple contracts to engineering firms to provide continuing professional services to the City for various projects. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed \$2 million, and for any study activity for which fees will not exceed \$200,000. The contracts will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant(s) and the City.

1. **The types of projects to be undertaken may include, but are not limited to**

- Roadway, Streetscape or Parking Lot Construction/Re-Construction projects.
- Water or Reuse Main Construction projects.
- Gravity Sewer Main Construction projects.
- Force Main Construction projects.
- Lift Station Rehabilitation projects.
- Parks and Recreational Facilities.
- Seawall Construction/Repair.
- Storm Water/Drainage Improvement projects
- Consultation for Emergency Water/Wastewater/Stormwater Repairs.
- Inspection Services for Emergency Water/Wastewater/Stormwater Repairs.

- The City's approved Capital Improvement Program may be found here http://pompanobeachfl.gov/pages/department_directory/budget/budget.html.php

2. The scope of services may include, but is not limited to, the following:

- Prepare preliminary design reports and/or design alternative recommendations. This may include various types of utility modeling, surveying and field data analysis.
- Prepare all required bidding/construction documents for projects. This may include the preparation of surveys, design plans and construction documents, technical specifications, and cost estimates. Attendance at required pre-design, design, bidding and bid award meeting may also be required.
- Attend pre-bid conference, prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting/construction services.
- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County and City).
- Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, certification of projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications.
- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.

Firms must have previous municipal experience and must be licensed to practice Professional Engineering in the State of Florida, Florida State Statute 481, by the Board of Professional Regulation.

3 Term of Contract

The contract will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant and the City.

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.

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.

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 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.

6. 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.

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.

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 \$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	bodily injury and		
XX contractual insurance	property damage		
XX broad form property	combined		
XX 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	bodily injury and		
XX non-owned	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		
XX other than umbrella	property damage		
	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.

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.

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: 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 (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points
2. Qualifications of personnel including sub consultants: 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	0-35 points
3. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points
4. Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points

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.

9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Contract Terms

The contract resulting from this 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

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

e. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a

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

f. Patent Fees, Royalties, And Licenses

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

g. 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.

j. 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.

k. 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.

23. 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.

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.

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 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 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
E-31-15 CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR
VARIOUS CITY PROJECTS

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 approving and authorizing the proper city officials to submit a grant application in an amount of up to \$25,000 to the Florida Division of Cultural Affairs for the purpose of obtaining funds for innovative programming at the new Pompano Beach Cultural Center; and confirming the city's contribution of \$25,000; and, if awarded, authorizing the City Manager to accept the funds. \$25,000 matching funds from Working Capital Reserves (001-9910-599-99-20)

Summary of Purpose and Why:

The attached grant application is in the amount of \$25,000 to the Florida Department of State, Division of Cultural Affairs. The city will use \$25,000 in matching funds from Working Capital Reserves (001-9910-599-99-20) as required by the grant application. If the grant funds are awarded they will be used for additional innovative programming at the new Pompano Beach Cultural Arts Center.



This item relates to the Strategic Plan:

- o Great Places: Goal 2.0, Initiative 2.8 – Develop and promote cultural/heritage tourism opportunities.

- (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:
(4) Fiscal impact and source of funding: \$25,000 Matching funds from Working Capital Reserves (001-9910-599-99-20)

Table with 3 columns: DEPARTMENTAL COORDINATION, DATE, DEPARTMENTAL RECOMMENDATION, DEPARTMENTAL HEAD SIGNATURE. Rows include Parks & Recreation, Finance, Budget, and City Attorney.

X City Manager [Signature]

ACTION TAKEN BY COMMISSION: Table with columns for Ordinance/Resolution/Workshop, 1st Reading, 2nd Reading, and Results.



MEMORANDUM

Parks, Recreation & Cultural Arts

MEMORANDUM 15-A074

DATE: May 12, 2015

TO: Dennis W. Beach, City Manager

FROM: Mark A. Beaudreau, Recreation Programs Administrator *mb*

SUBJECT: Agenda Item – Grant Application to Florida Department Of State, Division of Cultural Affairs

Please place the attached resolution on May 26, City Commission Agenda. The resolution is to submit a grant application in the amount of \$25,000 to the Florida Department of State, Division of Cultural Affairs. If the grant funds are awarded they will be used for additional innovative programming at the new Pompano Beach Cultural Arts Center to include educational outreach and community activities to assist in the revitalization of historic Downtown Pompano Beach. The grant also requires the city provide \$25,000 in matching funds, which will come from Working Capital Reserves (001-9910-599-99-20).

This item is related to Strategic Plan Strategy: Great Places: Goal 2.0, Initiative 2.8 - Develop and promote cultural/heritage tourism opportunities.

If you have any questions please call me at 954-786-4191.

afh



City Attorney's Communication #2015-922
May 5, 2015

TO: Mark A. Beaudreau, Recreation Programs Administrator
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Grant Application

As requested in your memorandum, Parks, Recreation & Cultural Arts Memorandum No. 15-A071, 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 SUBMIT A GRANT APPLICATION IN AN AMOUNT OF UP TO \$25,000 TO THE FLORIDA DIVISION OF CULTURAL AFFAIRS FOR THE PURPOSE OF OBTAINING FUNDS FOR INNOVATIVE PROGRAMMING AT THE NEW POMPANO BEACH CULTURAL CENTER; AND CONFIRMING THE CITY'S CONTRIBUTION OF \$25,000; AND, IF AWARDED, AUTHORIZING THE CITY MANAGER TO ACCEPT THE FUNDS; PROVIDING AN EFFECTIVE DATE.

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

GORDON B. LINN

GBL/ds
l:cor/recr/2015-922
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 SUBMIT A GRANT APPLICATION IN AN AMOUNT OF UP TO \$25,000 TO THE FLORIDA DIVISION OF CULTURAL AFFAIRS FOR THE PURPOSE OF OBTAINING FUNDS FOR INNOVATIVE PROGRAMMING AT THE NEW POMPANO BEACH CULTURAL CENTER; AND CONFIRMING THE CITY'S CONTRIBUTION OF \$25,000; AND, IF AWARDED, AUTHORIZING THE CITY MANAGER TO ACCEPT THE FUNDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach, Florida, has prepared an application requesting up to \$25,000 in grant funds from the Florida Division of Cultural Affairs for innovative programming at the new Pompano Beach Cultural Center; and

WHEREAS, it is the desire of the City of Pompano Beach, Florida, to formally adopt an official Resolution to approve the proposed application and to establish its eligibility to participate in the program; now, therefore,

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

SECTION 1. That the proper city officials are hereby authorized to submit an application to the Florida Division of Cultural Affairs for the purpose of obtaining or acquiring funds for innovative programming at the Pompano Beach Cultural Center.

SECTION 2. That the City of Pompano Beach is committed to the project and is in a fiscally and legally responsible position to provide the required funds in the amount of \$25,000; and confirming that these funds are currently available for expenditure.

SECTION 3. That the City Manager or his designee shall be the official liaison agent and is authorized to accept the funds.

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/ds
5/5/15
l:reso/2015-333

Application

City of Pompano Beach

A. Application Details

Proposal Information

Item	Response
Application #	
Program	General Program Support
Proposal Type	Discipline-Based
Funding Category	Level 3
Discipline	Presenter
Applicant is requesting REDI waiver	N/A
Residency Contact Hours	N/A
Proposal Synopsis	<p>The City of Pompano Beach is seeking funding to present artistic, cultural and educational programming at the Pompano Beach Amphitheater (The Amp) and the new Pompano Beach Cultural Center scheduled to open in May 2016. Pompano Beach Arts(PBA)is the unifying force for arts and culture which manages and programs the City's key cultural venues. By providing, marketing, development and organizational assistance, PBA is helping to transform Pompano Beach into a Cultural Arts destination in north Broward County.</p>

Applicant Information

Item	Response
Corporate Name	City of Pompano Beach
Department	Parks, Recreation and Cultural Arts

DBA Name	N/A
Federal Employer ID	59-6000411
Principal Address	100 W. Atlantic Boulevard Pompano Beach, FL 33060-6099
County	Broward
Applicant Email Address	karen.santen@copbfl.com
Grant Contact	
Authorized Official	
Website	

B. Excellence (Up to 40 points)

These are the application responses associated with the Excellence and Innovation review criterion.

Mission Statement

Pompano Beach will be a Cultural Arts destination in north Broward County, featuring innovative arts programming that includes the visual arts, music, film, theater, dance, public art, history, and historic preservation for the enjoyment and enrichment of residents of and visitors to Pompano Beach, Broward County, and the greater South Florida area.

Proposal Description

Instructions to the Applicant

Describe the proposal for which you are requesting funding. Include goals, fully measurable objectives, activities, and a timeline. If you are an LAA or SSO, please include a statement that describes the services provided to your audience (including membership) and how those services are provided.

The City of Pompano Beach is seeking funding to present artistic, cultural and educational programming that will inspire artists, create new audiences, celebrate Pompano Beach's diverse history and nurture budding cultural organizations. New artistic works, educational outreach programs and community activities will transform Pompano Beach's Amphitheater and Cultural Center into multi-cultural meeting places.

The Amphitheater was constructed in 1992, and is located within the heart of Pompano Beach and physically connected to the Emma Lou Olson Civic Center, sharing various backstage spaces with the Civic Center's 400-seat auditorium. The facility is located in

Pompano Community Park, with breathtaking grounds that can accommodate an additional 7,000 patrons.

In FY 2013/14, after years of under-utilization of the Amphitheater, Pompano Beach Arts (PBA) expanded as an ambitious program to revitalize the facility. Concerts once again feature major stars at "The Amp", the newly rebranded 3,000-seat amphitheater. PBA has begun to create festivals that immerse the city in visual and performing arts and signature music events such Sea of JazzFest, Mess O' Blues Beer & BBQ Fest and Taste of Country.

Coming online in FY15/16, the City's highly anticipated Pompano Beach Cultural Center is under construction in conjunction with a new Broward County Public Library. Located adjacent to City Hall in a revitalized Downtown Pompano, the facility will house a performance space with a seating capacity of up to 400, a visual arts gallery and a state-of-the-art Digital Media Center. This interactive, multimedia center will feature opportunities to work, to learn, and to experiment in the areas of digital photography, web design, video, sound, filmmaking, editing, animation, social media, graphic design, computer programming and podcasting.

GOALS & OBJECTIVES (City of Pompano Beach Cultural Arts Master Plan):

1. Provide quality, creative programming at "The Amp" and the Pompano Beach Cultural Center in the areas of
 - a. Theater
 - b. Music
 - c. Dance
 - d. Film
 - e. Digital Arts & Media
 - f. Arts Education
2. Enhance partnerships with cultural arts organizations and individual Pompano Beach artists
 - a. Explore providing grants for Cultural Arts activities in City venues
 - b. Facilitate direct grants and funding opportunities for arts organizations and artists
 - c. Identify opportunities for organization capacity building and growth
3. Create Partnerships for Arts Education
 - a. Provide joint programming with Broward County schools
 - b. Explore joint programming with Broward College
 - c. Position Digital Arts & Media Center as a place for "learning and experimentation"
4. Focus on the "Business of Art"
 - a. Find opportunities to enhance the involvement of the business sector with the cultural community
 - b. Encourage cultural arts organizations and individual artists to explore commercial opportunities for artistic activities
 - c. Promote investment in the area's cultural community as a tool for continued economic development
 - d. Work with the Chamber of Commerce and CRA to recruit creative industries
 - e. Work with the CRA Resource Center to incubate creative industry businesses

ACTIVITIES/TIMELINE (July 2016 - June 2017)

In May 2016, Pompano Beach Arts will achieve a milestone with the opening of the new Pompano Beach Cultural Center and Broward County Public Library, providing the centerpiece of our strategy to transform Pompano Beach into a cultural arts destination in north Broward County.

In addition to the currently expanding programming at The Amp, projects at the new Cultural Center will be offered throughout the FY 2016/17 and will feature:

Theater

Pompano Beach Arts will produce and present theatrical productions in the 400-seat multimedia facility, beginning with a "Play-reading Series", leading to a "New Play Festival" and culminating with a full production season. PBA will also collaborate with emerging and established theater companies in South Florida, many of whom compete for available performance venues and are interested in more suitable facilities with flexible staging and seating capacities of 100-250 and up to 300.

Music

The key to successful musical programming lies in diversity, so PBA will offer a wide variety of musical performances. Music series at the Cultural Center will feature exclusive intimate concerts and "meet the artists" events to enhance our overall programming.

Dance

The Cultural Center will offer dance performances throughout the FY16/17 season and will develop adult and young professionals programs to offer individuals a broad spectrum of dance opportunities. Dance is a diverse form of expression and PBA will utilize this beautiful art form to bring communities together as it brings the individual body, mind and spirit to the fullest potential.

Film

In addition to partnering with regional film festivals, PBA will create a series for local filmmakers. By giving a voice to the emerging film producers, PBA can celebrate film and provide an important stage for budding filmmakers to showcase their work.

Digital Arts & Media

The new Cultural Center features a state-of-the-art Digital Arts & Media Center with both a Production Studio and a Computer Lab. Both novice and experienced artists will create in expanded mediums, including digital photography, web design, video, sound, filmmaking, editing, animation, social media, graphic design, computer programming, podcasting.

Arts Education

Arts education activities, including classes, workshops and summer camps will enhance programs currently taking place in City Community Centers and the new Bailey Contemporary Arts center in Downtown Pompano Beach, greatly expanding arts education activities in the North Broward County area. (see description below)

C. Impact (Up to 30 points)

These are the application responses associated with the Impact review criterion.

Proposal Estimates

Estimated Number of	Response	Instructions to the Applicant
school based youth benefiting	0	Enter the number of individuals under the age of 18 that are expected to participate in cultural events through their school. This figure should reflect a portion of the total individuals benefiting.
non-school based youth benefiting	0	Enter the number of individuals under the age of 18 that are expected to participate cultural events not through their school. This figure should reflect a portion of the total individuals benefiting.
elders benefiting	0	Enter the number of individuals over the age of 65 that are expected to benefit from the proposal activities. This figure should reflect a portion of the total individuals benefiting.
artists participating	0	Enter the estimated number of professional artists that will be directly involved in providing artistic services specifically identified with the proposal. Include living artists whose work is represented in an exhibition regardless of whether the work was provided by the artist or by an institution. This figure should reflect a portion of the total individuals benefiting.
Individuals benefiting	0	Enter the total number of people who will directly engage with the arts, whether through attendance at arts events or participation in arts learning or other types of activities in which people wereare directly involved with artists or the arts. Do not count individuals reached through TV, radio, cable broadcast, the Internet, or other media. Include actual audience numbers based on paid/free admissions or seats filled. Avoid inflated numbers, and do not double-count repeat attendees. This number should include the values listed for youth, elders and artists.
proposal events	0	How many different events will be produced or presented within the grant period as a part of this proposal?
opportunities for public participation	0	Be sure to list different events, not performances. For example, a musical performed 10 times is only one event, but a musical performed 10 times and workshop done once are two events.
		Each event will have one or more opportunities for public participation. For example a musical performed 10 times is one event with 10 opportunities for public participation.

Additional impact/participation numbers information (optional)

Instructions to the Applicant

Use this space to provide the panel with additional detail or information about the impact/participation numbers.

Project/Program Location

Instructions to the Applicant

Select the counties in which the project/programming will actually occur. For example, if your organization is located in Alachua county and you are planning programming that will take place in Alachua as well as the surrounding counties of Clay and St. Johns, you will list all three counties. Please do not include counties served unless the project or programming will be physically taking place in that county.

- Broward

Proposal Impact

Instructions to the Applicant

Describe the economic impact of your organization as a whole and the proposal in particular on your local community. Include a description of your proposal's education and outreach activities.

The National Endowment for the Arts reports that every dollar spent by local government on the arts generates more than \$11 from the private sector in ticket sales and philanthropic donations. Further, Americans for the Arts research revealed that cultural tourists tend to stay longer at their destinations, stay at higher quality hotels and spend more time and money in restaurants and on retail.

In November 2010, the CRA Board approved the Downtown Pompano Connectivity Plan including development of new cultural components and the Downtown Pompano Creative Arts District. Imagine what more than 25,000 attendees at Cultural Arts events and \$1 million a year spent principally in Downtown Pompano might mean to the community.

New facilities and programming will have a positive Impact on Downtown Pompano and surrounding areas in the following ways:

- Restaurants will open, expand and prosper serving audiences before and after performances.
- More retail businesses will open in response to new activity around the facilities.
- The presence of young people around the facility will motivate the development of new urban amenities (coffee shops, bookstores and clubs).

Positive economic impact will also result from:

New Cultural Arts Jobs

New sales, new earnings for workers and new jobs will stimulate the economy. In addition to the 286 person-years of new employment created by the construction of the new Cultural Center, it is estimated that when fully operational, the facility will directly create 15 new jobs and event-based employment, resulting in more than \$750,000 in earnings, as well as new job opportunities for Cultural Arts professionals and staff.

Ticket Sales

Pompano Beach Cultural Arts facilities and venues utilize new technologies in ticketing, developing a "community box office" and ticketing outlet for off-site and citywide facilities, programs and organizations.

Projected ticket sales for the first full-year of operations:

Pompano Beach Cultural Center = \$225,000

Pompano Beach Amphitheater = \$325,000

Ancillary Spending

One component of economic impact is the ancillary spending of facility audiences. In 2002 and 2007, Americans for the Arts updated a 1994 study including impact data from a number of regions, one of which was Broward County. That analysis estimates that non-profit arts and culture attendees in Broward County spend \$25.64 per person in addition to the cost of admission.

In 2011/12, the Webb Management Business Plan for the new Cultural Center projected that in its first full year of operations, event attendance would exceed 27,000, resulting in almost \$700,000 in local ancillary spending. Attendance at the amphitheater in its first full year of operation is projected to exceed 45,000. Even if these projections fall short, the local ancillary spending could exceed \$850,000.

Arts Education and Outreach

- The Cultural Center will offer alternative cultural arts education and outreach programs for our diverse ethnic and socioeconomic populations.
- It will provide joint programming with Broward County schools and explore collaborations with Broward College and local organizations such as the Boys and Girls Club.
- The Cultural Center will offer group classes, one-on-one sessions and small semi-private lessons. Scholarships will be offered.
- Artists from around the globe will conduct Master Classes and workshops highlighting global arts with a focus on the cultures most prevalent in the Pompano Beach area.
- Free and affordable family programming will be presented at the highest artistic level.
- Personal performance and internships will offer students real world experience in the arts.
- Volunteer opportunities will be available for all ages.

The following organizations are in negotiations to provide educational and artistic programs:

- Curtain Call Playhouse
- Ashanti Cultural Arts & Enrichment
- South Florida Artists Association
- Rock Road Restoration Historical Group
- The Pompano Beach Historical Society

Marketing and Promotion

Instructions to the Applicant

Describe the marketing/promotion/publicity plans and audience development/expansion efforts as related to the proposal. For example, include information on advertising, social media, collaboration with local organizations, brochures, etc.

Pompano Beach Arts (PBA) is comprised of the City of Pompano Beach, the Pompano Beach CRA, and the Creative City Collaborative. It manages and programs the City's key cultural venues, including BaCA, Pompano Beach Amphitheater (The Amp), Ali Cultural Arts, and the upcoming Pompano Beach Cultural Center. PBA is a well-oiled public relations machine with a uniquely diverse repertoire which utilizes the following marketing tools to publicize Pompano Beach:

Electronic and Web-based Marketing

In a very short time, Pompano Beach Arts (PBA) has built a solid following of loyal patrons using a range of marketing tools including an E-mail database. 15,000 patrons receive weekly e-mails and the database is supplemented by a growing list of producing partners including AEG, Live Nation, Music Work and Stellar Entertainment L. Notices are e-mailed by our regional and national festival artists, who announce performances to their followers. The website, www.pompanobeacharts.org is fresh, exciting and updated weekly.

Social Media

Recognizing that social media is an important key in building awareness, PBA manages several pages including pompano-beach-arts; PompanoAmp and BaCAPompano, which have over 5,000 followers. Twitter keeps patrons connected by:

1. Informing them of upcoming events,
2. Showcasing highlights from recent events, and
3. Posting feature stories about arts and culture in Pompano Beach, its artists and its rich community connections.

Media Relations

PBA has a varied range, making it attractive to both print and online publications. Print publications such as South Florida Sun-Sentinel, Travel Agent Magazine, New Times, Miami-Herald, Boca Raton Tribune, South Florida Gay News, Boca Raton Magazine, Boomer Times and Jazz News frequently feature stories on Pompano Beach's cultural scene.

Media Sponsorship

Media sponsors WLRN, WIRK, Magic 102.7, Hot 105, WRMF and WDNA (a local public broadcasting television station) match promotional advertising spots.

Print Materials

Our guerilla marketing strategy includes distribution of monthly postcards throughout regional hotels, restaurants, bookstores, coffee shops, churches, community centers and galleries. Our volunteers distribute over 5,000 print collateral materials monthly.

Advertising

PBA strategically places paid advertising in both print and online publications. It produces Youtube commercials and advertises through numerous media outlets including radio commercials on WLRC, WPBF and WPEC. Print exposure includes editorials in Pelican, Pompano Today, New Times, City and Shore, Sun Sentinel, South Florida Gay News, New Times, Pompano Forum, Lighthouse Point Forum, Coral Springs Forum and feature stories and ads in:

Sun Sentinel
Pompano Today
Pelican
Pompano Forum
Palm Beach Post

Deerfield Observer
Lighthouse Point Forum
Parklander
City and Shore Magazine
Ft Lauderdale Magazine
Coastal Star
Palm Beach Arts Paper
Miami Artzine
The Examiner
South Florida Gay News
She Magazine
Broward Cultural Council Magazine
Arts and Culture Magazine
WDNA radio
WLRN radio
WRMF radio
Jazz Near you
Cool Jazz Florida
South Florida Jazzlist
CBS 12 event
Jazz Corner
Jazz Blues Florida
SoFlaNights
Whereevents
Florida Beer Festivals

PBA also utilizes online promotional sites such as jazzbluesflorida.com and Organiste.net. This coming year, the marketing department will explore cross-promotional campaigns with other arts organizations, including the Broward County Cultural Council.

State-wide and National Outreach

New initiatives to attract a greater number of tourists are underway. These include ads in tourism publications and online sources, as well as showcasing arts and culture to travel writers and bloggers.

D. Management (Up to 20 points)

These are the application responses associated with the Management review criterion.

Fiscal Condition and Sustainability

Instructions to the Applicant

Describe the fiscal condition of the organization as it relates to the successful completion of the proposal. Also describe plans to sustain the proposal activities after the grant period.

Information from the City of Pompano Beach Comprehensive Annual Financial Report (CAFR) FY 2012/13 is attached demonstrating the City's ability to fund the new Pompano Beach Cultural Center. See Attachment 3: "Documentation of Total Support and Revenue".

Annual operating income and expenses, for current and future fiscal years, are projected in the "Operating Budget" in Supporting Documents. Annual operations of the Pompano Beach Cultural Center will be funded by the City, through private sector contributions, grants and other funding.

Creation of a new non-profit foundation or 501(c)(3) organization is contemplated in Fiscal Year 2015/2016 to assist the City in funding ongoing operations of the Cultural Center through annual and endowment campaigns.

Evaluation Plan

Instructions to the Applicant

Briefly describe your methods and processes for gathering, analyzing, and reporting data to evaluate your programming with the purpose of improving, deciding to continue, or stopping.

Operating Budget

Summarize organization operating expenses and income using the listed budget categories using actual numbers from your last completed fiscal year. Note:

- Totals are automatically calculated but will not update until you save the page.
- **Do not enter dollar signs (\$) or commas (,)**

Operating Expenses	Completed FYE 9/30/2014	Current FYE 9/30/2015	Next FYE 9/30/2016
1. Personnel: Administrative			
2. Personnel: Programmatic	4,182,990	4,040,910	4,709,285
3. Personnel: Technical/Production			
4. Outside Fees and Services: Programmatic			
5. Outside Fees and Services: Other			
6. Space Rental, Rent or Mortgage			
7. Travel			
8. Marketing			
9. Remaining Operating Expenses	2,605,181	3,087,028	3,211,542
A. Total Cash Expenses	\$6,788,171	\$7,127,938	\$7,920,827
B. In-kind Contributions	\$0	\$0	\$0
C. Total Operating Expenses	\$6,788,171	\$7,127,938	\$7,920,827
Operating Income	Completed FYE 9/30/2014	Current FYE 9/30/2015	Next FYE 9/30/2016

10. Revenue: Admissions			500,000
11. Revenue: Contracted Services			
12. Revenue: Other			
13. Private Support: Corporate			
14. Private Support: Foundation			
15. Private Support: Other			
16. Government Support: Federal			
17. Government Support: State/Regional			25,000
18. Government Support: Local/County	11,400	11,400	36,400
19. Applicant Cash	6,788,171	7,127,938	7,359,427
D. Total Cash Income	\$6,799,571	\$7,139,338	\$7,920,827
B. In-kind Contributions	\$0	\$0	\$0
E. Total Operating Income	\$6,799,571	\$7,139,338	\$7,920,827

Additional Operating Budget Information

Instructions to the Applicant

(Optional) Use this space to provide the panel with additional detail or information about the operating budget. For example, if you have a budget deficit or there has been a large change in your operating budget compared with last fiscal year.

No answer provided.

REDI Waiver

This applicant is **not** located in qualified economically distressed county or community under REDI.

Proposal Budget

Instructions to the Applicant: Expenses

Detail estimated proposal expenses. **Include only expenses that specifically relate to the proposal.**

- **Column A** is your request amount. Detail how you intend to spend the funds you are requesting from the state.
- **Column B** is non-state cash.
- **Column C** is in-kind contributions or donations. In-kind (column C) may not make up more than 25% of your Total Proposal Expenses. The maximum allowable in-kind will be Total Cash Expenses (request plus cash) divided by three.

Instructions to the Applicant: Income

Detail the expected source of the cash match recorded in the expenses table. **Include only income that specifically relates to the proposal.**

State funds are not allowed in the Proposal Budget Income. This includes any income that comes from an appropriation or grant from the State of Florida.

Proposal Expenses		A. Request	B. Cash Expenses	C. In- kind	Total
1.	Personnel: Administrative	0	0	0	\$0
2.	Personnel: Programmatic	25,000	643,375	0	\$668,375
3.	Personnel: Technical/Production	0	0	0	\$0
4.	Outside Fees and Services: Programmatic	0	0	0	\$0
5.	Outside Fees and Services: Other	0	0	0	\$0
6.	Space Rental	0	0	0	\$0
7.	Travel	0	0	0	\$0
8.	Marketing	0	0	0	\$0
9.	Remaining Proposal Expenses	0	984,144	0	\$984,144
D.	Total Proposal Expenses	25,000	1,627,519	0	\$1,652,519

Proposal Income		A. Request	B. Cash Income	C. In- Kind	Total
10.	Revenue: Admissions		500,000		500,000
11.	Revenue: Contracted Services		0		\$0
12.	Revenue: Other		0		\$0
13.	Private Support: Corporate		0		\$0
14.	Private Support: Foundation		0		\$0
15.	Private Support: Other		0		\$0
16.	Government Support: Federal		0		\$0
17.	Government Support: Regional		0		\$0

18. Government Support: Local/County	25,000	25,000
19. Applicant Cash	1,102,519	1,102,519
E. Total Proposal Income	25,000	1,627,519

Proposal Budget Detail

Proposal Expenses	A. Request	B. Cash Expenses	C. In-Kind	Total
1. Personnel: Administrative	0	0	0	\$0
2. Personnel: Programmatic	25,000	643,375	0	\$668,375
2.1. Programmatic	25,000	643,375	0	668,375
3. Personnel: Technical/Production	0	0	0	\$0
4. Outside Fees and Services: Programmatic	0	0	0	\$0
5. Outside Fees and Services: Other	0	0	0	\$0
6. Space Rental	0	0	0	\$0
7. Travel	0	0	0	\$0
8. Marketing	0	0	0	\$0
9. Remaining Proposal Expenses	0	984,144	0	\$984,144
9.1. Remaining Operating	0	984,144	0	984,144
D. Total Proposal Expenses	25,000	1,627,519	0	\$1,652,519

Proposal Income	A. Request	B. Cash Income	C. In-Kind	Total
10. Revenue: Admissions		500,000		\$500,000
10-1 Admissions		500,000		500,000
11. Revenue: Contracted Services		0		\$0
12. Revenue: Other		0		\$0
13. Private Support: Corporate		0		\$0
14. Private Support: Foundation		0		\$0
15. Private Support: Other		0		\$0
16. Government Support: Federal		0		\$0
17. Government Support: Regional		0		\$0
18. Government Support: Local/County		25,000		\$25,000
18-1 Local		25,000		25,000
19. Applicant Cash		1,102,519		\$1,102,519
19-1 City		1,102,519		1,102,519

	Proposal Income	A. Request	B. Cash Income	C. In-Kind	Total
E.	Total Proposal Income	25,000	1,627,519	0	\$1,652,519

Additional Proposal Budget Information (optional)

Instructions to the Applicant

Use this space to provide the panel with additional detail or information about the proposal budget. For example, if you have more in-kind than you can include in the proposal budget you can list it here.

No answer provided.

E. Accessibility (up to 10 points)

Applicant Accessibility

Question	Response
Does the applicant have policies and procedures (including a complaint process) that address non-discrimination on the basis of disability?	Yes
Does the applicant have a staff person that is responsible for compliance with Section 504 of the Rehabilitation Act, Americans with Disabilities Act and Florida Statutes 553?	Yes
If yes, what is the name of the staff person responsible for accessibility compliance?	Facility manager's accessibility coordinator
Has the applicant completed the Section 504 Self Evaluation Workbook or the Abbreviated Accessibility Checklist (only for first time self evaluations) from the National Endowment for the Arts?	No
if yes, when was the evaluation completed?	Not yet answered.

Accessibility Narrative

Instructions to the Applicant

Describe how the facilities and proposal activities are accessible to all audiences and any plans that are in place to improve accessibility. For example, explain use of accessibility symbols in marketing materials, accessibility of facilities and programming and/or target

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 AN AGREEMENT FOR A 12-INCH WATER MAIN RELOCATION AND 8-INCH GRAVITY SEWER REPLACEMENT BETWEEN THE CITY OF POMPANO BEACH AND MADSEN/BARR CORPORATION; PROVIDING AN EFFECTIVE DATE: (\$76,283).

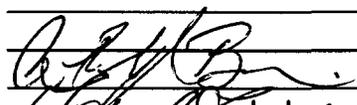
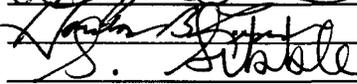
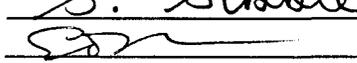
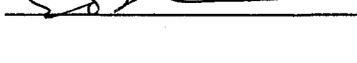
Summary of Purpose and Why:

The Florida Department of Transportation (FDOT) is currently conducting improvements along Andrews Avenue (County Road) south of Atlantic Boulevard. We have an executed Utility Work Schedule with FDOT dated October 18, 2013 which requires the City to replace approximately 200-feet of 8-inch gravity sewer main as a result of construction conflicts during their Phase 1 Improvements. In addition, it was recently discovered that approximately 200-feet of the City's 12-inch water main will need to be relocated deeper due to the new roadway being lowered which would result in insufficient ground cover protection over the existing water main.

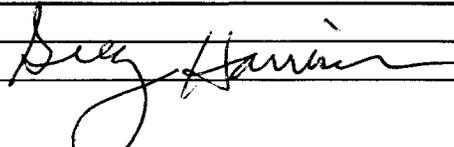
We are proposing to piggyback off a City of Boynton Beach Contract with Madsen/Barr Corporation to have this work accomplished. Attached please find the following: Piggyback Agreement between City of Pompano Beach and Madsen/Barr Corporation, Exhibit A (Contract between City of Boynton Beach and Madsen/Barr Corporation), Exhibit B (Insurance), and Exhibit C (Cost Estimate).

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: \$76,283 from CIP 07-931 and CIP 15-260

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Utilities	<u>5-14-15</u>	APPROVE	
City Attorney	<u>5/15/15</u>	APPROVE	
Finance	<u>5-14-15</u>	APPROVE	
Budget	<u>5-18-15</u>	APPROVE	

Advisory Board
 Development Services Director
 City Manager 



ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-970
May 13, 2015

TO: John Sfiropoulos, P.E., Civil Engineer III
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Madsen/Barr Corporation Agreement

Pursuant to your memorandum dated May 12, 2015, Utilities Administration Memorandum No. 15-121, I have prepared and attached the following form of Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR A 12-INCH WATER MAIN RELOCATION AND 8-INCH GRAVITY SEWER REPLACEMENT BETWEEN THE CITY OF POMPANO BEACH AND MADSEN/BARR CORPORATION; PROVIDING AN EFFECTIVE DATE.

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


GORDON B. LINN

/jrm
l:cor/util/2015-970

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR A 12-INCH WATER MAIN RELOCATION AND 8-INCH GRAVITY SEWER REPLACEMENT BETWEEN THE CITY OF POMPANO BEACH AND MADSEN/BARR 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 Madsen/Barr Corporation for a 12-inch water main relocation and 8-inch gravity sewer replacement , 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 Madsen/Barr 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

**AGREEMENT FOR
12-INCH WATER MAIN RELOCATION
AND 8-INCH GRAVITY SEWER REPLACEMENT**

Agreement for work in and about the City of Pompano Beach, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 for the relocation of a 12-inch water main and the replacement of 8-inch gravity sewer dated _____, 2015, between the City of Pompano Beach (hereinafter called CITY) and Madsen/Barr Corporation, 12113 Indian Mound Road, Wellington, FL 33449 (hereinafter called CONTRACTOR).

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

1. WORK TO BE PERFORMED

CONTRACTOR will perform 12-inch water main relocation and the replacement of 8-inch gravity sewer for the Utilities Department.

This agreement references the terms, conditions, prices and specifications of the agreement between the City of Boynton Beach and the CONTRACTOR for "Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems", at City of Boynton Beach, attached hereto as **Exhibit A**.

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

"Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems" at City of Boynton Beach, Bid No. 026-2821-14/JMA.

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

2. SCOPE OF WORK GENERAL

2.01 GENERAL DESCRIPTION OF WORK

- A. The CONTRACTOR will perform the relocation of a 12-inch water main and the replacement of 8-inch gravity sewer including but not limited to MOT, bypass pumping, piping, valves, fittings, and restoration, as specified in the City of Boynton Beach agreement.
- B. All other required work whether implied or incidental to the proper completion of the project.

3. CONTRACT DOCUMENTS

It is understood that all the terms, provisions, conditions and obligations set forth in the Contract Documents of the City of Boynton Beach "Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems" shall constitute a part of this Contract and are to have the same force and effect as if set forth specifically and at length herein. Insurance documents are attached as **Exhibit B**.

4. CONTRACT TIME

The work under this Contract shall be commenced promptly following Notice to Proceed issued by CITY, prosecuted with diligence, and be fully completed within 30-calendar days.

5. COMPENSATION TO BE PAID CONTRACTOR

In consideration of the faithful performance of this Contract by the CONTRACTOR, the CITY will pay to the CONTRACTOR the unit prices as detailed in the City of Boynton Beach agreement.

Exhibit C in the amount of \$76,283.00 represents an estimate of the proposed work. The final costs will be based on actual, measured quantities as determined by the CITY, in which the CITY will have to pay the CONTRACTOR for acceptable and conforming work, inclusive of all materials, supplies, costs, fees and is the maximum extent of the CITY's obligation to pay CONTRACTOR but does not constitute a limitation, of any sort, of the CONTRACTOR's obligations to perform the work in accordance with this contract.

"CORPORATION":

Madsen/Barr Corporation

By: [Signature]

Signature

JOHN BARR

Typed, Stamped or Printed Name

PRESIDENT

Title

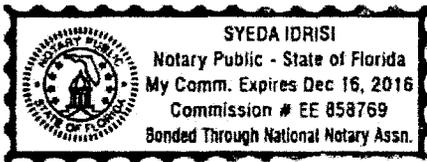
Witnesses:

[Signature]
MARIO GALLO

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13th day of May, 2015 by John J. Barr, as president of MADSEN-BARR CORPORATION, on behalf of the corporation. He/she is personally known to me or has produced FLDL (type of identification) as identification.

NOTARY'S SEAL:
FLORIDA



NOTARY PUBLIC, STATE OF

Floresia SYEDA IDRISI
(Name of Acknowledger Typed, Printed or Stamped)

EE 858769
Commission Number

"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:
FLORIDA

NOTARY PUBLIC, STATE OF

(Name of Acknowledger Typed, Printed
or Stamped)

Commission Number

EXHIBIT A

The City of Boynton Beach



Procurement Services
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

April 17, 2014

Madsen-Barr Corporation
12113 Indian Mound Road
Wellington, FL 33449

ATTN: John Barr, President

**RE: REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER
COLLECTION AND STORM WATER UTILITY SYSTEMS; BID No. 026-2821-14/JMA**

Dear Mr. Barr:

At the City Commission meeting of April 16, 2014, Commission awarded the bid for "Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems" to Madsen-Barr as the *"Primary Vendor"*. The bid term is April 16, 2014 to April 15, 2016.

Your Certificate of Insurance on file with the City is current and in force.

We have enclosed a Bid Tabulation, Schedule of Pricing and Agenda Item Request for your review. We would like to thank you for your time and effort in responding to this Bid, and we look forward to continue working with Madsen-Barr. If you have any questions, please do not hesitate to contact Julianne Alibrandi, Sr. Buyer, at (561) 742-6322.

Sincerely,



Tim W. Howard
Director of Financial Services

encl: Bid Tabulation, Schedule of Pricing, Agenda Item Request

cc: James Sylvain - Acting Division Mgr., Utilities, Field Operations
Karen Riseley - Maintenance Manager, Utilities
Central File
File



BIDDER ACKNOWLEDGEMENT

Submit Bids To: **PROCUREMENT SERVICES**
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6322

Bid Title: **REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORM WATER UTILITY SYSTEMS**

Bid Number: **026-2821-14/JMA**

Bid Received By: **MARCH 20, 2014, NO LATER THAN 2:30 P. M. (LOCAL TIME)**

Bids will be opened in Procurement Services unless specified otherwise. Bid receiving date and time is scheduled for: **March 20, 2014, no later than 2:30 P. M. (local time)** and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Vendor: MADSEN-BARR CORPORATION

Federal I.D. Number: 65.1032119

A Corporation of the State of: FLORIDA

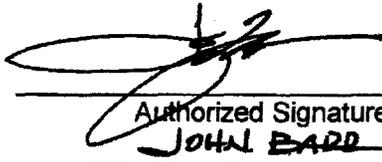
Area Code: 561 Telephone Number: 753.6363

Area Code: 561 FAX Number: 753.6382

Mailing Address: 12113 INDIAN MOUNDS ROAD

City/State/Zip: WELLINGTON, FL. 33449

Vendor Mailing Date: 3/20/14


Authorized Signature
JOHN BARR
Name Typed



John Barr
President

MADSEN / BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage



BID FORM

Broward: (954) 489-7773

Palm Beach: (561) 753-6363

Fax: (561) 753-6382

12113 Indian Mound Road
Wellington, Florida 33449

**PROJECT NAME: REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION,
WASTEWATER COLLECTION, AND STORM WATER UTILITY SYSTEMS**

The scope of work includes but is not limited to general repairs made to the City's Water Distribution, Wastewater Collection and Storm Water Systems on an 'as needed basis.' The scope generally consists of emergency repairs to various sizes of C-900 pipe for gravity sewer main; ductile iron pipe for force main and water distribution lines; various types of pipe for storm water conveyance; and concrete structures for wastewater and storm water systems. Set up and monitoring of bypass pumping; dewatering systems; and restoration related to landscaping, asphalt and concrete work may also be required as needed. The work shall be performed at various locations throughout the City of Boynton Beach and extended service areas.

(Submit One (1) Original and three (3) copies of this form to City of Boynton Beach, Florida, Procurement Services Division, 100 E. Boynton Beach Boulevard, Boynton Beach, Florida 33435

Submitted By: MADSEN-BARR CORP.
(BIDDER)

Date: 3/20/14

To furnish and deliver all materials and to do and perform all WORK in accordance with the Bid Documents, as follows:

In order to be considered for this project, the Bidder must have successfully completed a minimum of three (3) projects of similar scope and complexity over the past five (5) years, in the State of Florida, and must be able to document the required experience upon request.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to respond to requests by the City for repairs and emergency services on an as needed basis and to perform and furnish all WORK as specified at time of need.
2. The undersigned BIDDER understands that Purchase Order(s) will be issued based on Bid prices submitted in response to this Bid.
3. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the CITY within ten (10) days after the date of CITY's Award Letter.
4. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that

a. BIDDER has examined the Bid Documents, including the following addenda:

b.			
Number	Date	Number	Date
<u>No. 1</u>	<u>3/11/14 (ATTACHED)</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

receipt of all of which is hereby acknowledged;

- c. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.
- d. BIDDER has given the CITY written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the CITY is acceptable to BIDDER.

SCHEDULE OF BID PRICES

Item No.	Item Description	Qty	Unit	Price
	SEE ATTACHED EXCEL FILE			

NOT APPLICABLE – TOTAL PROJECT COSTS CANNOT BE DETERMINED UNTIL TIME OF INDIVIDUAL PROJECT

2. Communications concerning this Bid shall be as follows:

Contact Person JOHN BARR
Business Address 12113 INDIAN MOUND ROAD
City, State, Zip Code WELLINGTON, FL. 33449
Business Phone Number (561) 753-6363
Email Address madsenbarr@earthlink.net
Cell Phone Number (954) 401-6758

3. Other pertinent information is as follows:

License Number
(Please Attach Copy) CLIC0573477
Federal Tax ID# 65-1032119
Federal Employment ID # N/A

Submitted on this 20TH day of MARCH, 2014

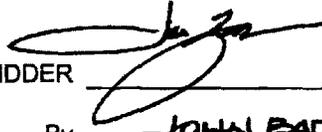
a. (If an individual, partnership, or non-incorporated organization)

Signature of BIDDER N/A
By N/A

b. (If a corporation)

(Affix Seal)

Signature of BIDDER



By

JOHN BADD, PRESIDENT

Attested by Secretary



NKK ERRO

Incorporated under the laws of the State of FLORIDA

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELIGIBLE FOR AWARD.

[Remainder of this page intentionally left blank.]

CERTIFICATE
(For Partnership) *N/A*

I HEREBY CERTIFY that a meeting of the partners of _____
a Partnership under the laws of the State of _____ held on _____, 20____, the
following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the
Partnership, is hereby authorized to execute the Bid Form dated _____, 20____,
between the City of Boynton Beach, Florida, and this Partnership, and that the execution thereof, attested
by the _____ of the Partnership be the official act and deed of this Partnership."

I further certify that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

(Signature)

(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this ____ day of _____, 20____
by _____ who is personally known to me or who has presented the following type of
identification: _____.

Signature
of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of
Notary and Commission
Number

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of MADSEN-BARD CORP., a corporation under the laws of the State of FLORIDA held on MARCH 20, 20 14, the following resolution was duly passed and adopted:

"RESOLVED, that JOHN BARD, as PRESIDENT of the Corporation, is hereby authorized to execute the Bid Form dated MARCH 20, 20 14, between the City of Boynton Beach, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that such resolution is now in full force and effect.

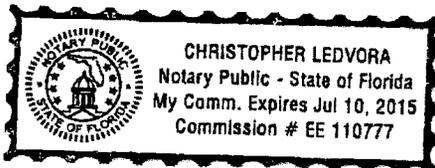
IN WITNESS WHEREOF, I have hereunto set my hand this 20 day of MARCH, 20 14.

Nick Erro
Secretary NICK ERRO

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sworn to and subscribed before me on this 10 day of March, 20 14 by Nick ERRO who is personally known to me or who has presented the following type of identification: Florida Drivers License.



Christopher Ledvora
Signature of Notary Public, State of Florida

Christopher Ledvora
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

CHECK OFF LIST FOR CONSTRUCTION PROJECTS REQUIRED SUBMITTAL FORMS AND DOCUMENTS



DATE: <u>MARCH 20 2014</u>	BID No. 026-2821-14/JMA			
NAME OF PROJECT:	REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORM WATER UTILITY SYSTEMS			
NAME OF CONTRACTOR:	<u>MADSEN-BARR CORPORATION</u>			
CONTRACTOR'S SIGNATURE:				
NAME/TITLE - PLEASE PRINT:	<u>JOHN BARR - PRESIDENT</u>			
ALL FORMS AND DOCUMENTS MUST BE COMPLETED, SIGNED, SEALED AND/OR NOTARIZED AND SUBMITTED WITH PROPOSAL IN ORDER FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.				
ARRANGE SUBMITTAL IN THE FOLLOWING ORDER				
FORM/ATTACHMENT DESCRIPTION	PAGE NO.	YES	NO	N/A
BIDDER ACKNOWLEDGEMENT	BA-1	✓		
CHECK OFF LIST FOR CONSTRUCTION PROJECTS	COL-1 - COL-2	✓		
RECEIPT OF ADDENDUM	A-1	✓		
Acknowledgement of Addendum (if applicable, will be issued with addendum)	ADD-1	✓		
BID PROPOSAL PAGES - ALL PAGES INCLUDING ATTACHMENT 'A'	BP-1 - BP-19	✓		
COST ESTIMATE PROPOSALS - SCENARIOS	BP-20	✓		
Prepare Proposals on Contractor's Letterhead	Insert	✓		
		✓		
STATEMENT OF BIDDER'S QUALIFICATIONS & ATTACHMENTS	SBQ-1 - SBQ-6	✓		

CHECK OFF LIST FOR CONSTRUCTION PROJECTS REQUIRED SUBMITTAL FORMS AND DOCUMENTS

Additional sheets for any items as needed	Insert	✓		
Evidence of possession of required licenses.	Insert	✓		
Resumes	Insert	✓		
FORM/ATTACHMENT DESCRIPTION	PAGE NO.	YES	NO	N/A
NON COLLUSION AFFIDAVIT OF PRIME BIDDER	NCA-1	✓		
ANTI-KICKBACK AFFIDAVIT	AKA-1	✓		
CONFIRMATION OF MINORITY OWNED BUSINESS	MOB-1	✓		
Verification if applicable	Insert	✓		
CONFIRMATION OF DRUG-FREE WORKPLACE	DFW-1	✓		
SAFETY PROGRAM COMPLIANCE	SPC-1	✓		
Current Safety Program Attachment per SPC-1	Insert	✓		
SCHEDULE OF SUBCONTRACTORS	SSC/MBE-1	✓		
STATEMENT OF NO BID (if applicable)	NB-1		✓	
COMPUTER GENERATED HORIZONTAL BAR CHART – PROJECT SCHEDULE	Insert			X
COPIES OF COMPLETE SUBMITTAL – THREE (3) Required	Insert	✓		

A D D E N D A

**CITY OF BOYNTON BEACH
FLORIDA**

**BID TITLE: REPAIRS AND EMERGENCY SERVICES FOR WATER
DISTRIBUTION, WASTEWATER COLLECTION, AND STORM
WATER UTILITY SYSTEMS**

BIDDER:

DATE SUBMITTED:

We propose and agree, if this bid is accepted, to contract with the City of Boynton Beach, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by:

James Sylvain, Division Manager, Field Operations

and having examined the project site (when indicated in these specifications to do so), we propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM NO.	DATE	ADDENDUM NO.	DATE
No. 1	3/11/14		

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

ADDENDUM NO. 1. ATTACHED

The City of Boynton Beach



Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ADDENDUM No. 1

DATE: March 11, 2014

BID TITLE: "REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION,
WASTEWATER COLLECTION AND STORM WATER
UTILITY SYSTEMS"

BID NUMBER: 026-2821-14/JMA

The following changes, additions, and/or information are hereby made a part of the BID for the "Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems":

Requests were made at the Pre-Bid Conference for copies of proposals from the last bid for Repairs and Emergency Services. The October 2009 proposals from awarded respondents Madsen Barr and Palm Beach Grading are included in this Addendum as "Addendum 1 – Attachment MB" and "Addendum 1 – Attachment PBG".

1. "Please provide the last three years expenditures with Madsen Barr."

Fiscal Year 2014 to date:	\$ 81,953.50
Fiscal Year 2013:	\$163,784.00
Fiscal Year 2012:	\$ 59,442.00

2. "Please consider this an RFI for the following item "Unit" clarifications in the bid schedule:"

Note: Correct means that the City of Boynton Beach agrees with contractor's statement.

<u>Item #</u>	<u>Should be?</u>	<u>City of Boynton Beach Answers</u>
SWR-103	Tons (TN)	Correct
SWR 133 thru 168	Each (EA)	133-152 currently stated on schedule as EA 153-168 change to EA
R-3	Square Foot (SF)	Correct
R-4	EA	Correct

Addendum No. 1

R-9	Linear Foot (LF)	Correct
R-10	LF	Correct
R-14	Square Foot (SF)	Correct
R-16	Hour (HR)	Correct
R-21	Cubic Yard (CY)	Correct
R-22	Gallon (GA)	Correct
R-23	CY	Correct
R-24	Square Yard (SY)	Correct
R-25	SY	Correct
R-26	SY	Correct
R-28	EA	Correct
R-29	SF	Correct
BP-1	EA	Correct
BP-2	EA	Correct
BP-3	EA	Correct
BP-4	EA	Correct

3. "There were discussions regarding thermoplastic striping, traffic loops, and sheet pile installation; but it sounds like these will be negotiated on a case-by-case basis with the successful bidder. Is that a correct assumption?"

Answer: "The City of Boynton Beach Technical Specifications for Construction": The Utilities Department uses the FDOT Standard Specification for Road and Bridge Construction and the FDOT Design Standards, latest edition as reference documents. It is the intent of the Utilities Department that technical specs shall govern the applicable project work that is typically identified in the FDOT Specification and Standard sections.

TS02320 Trenching and Excavation; 3.6 Sheeting and Bracing: The contractor shall provide all trench and structural bracing, sheeting, or shoring necessary to construct and protect the excavation.

These prices will be determined on an "as needed" basis as determined by the individual emergency repair. However, when required, the contractor shall prepare the proposal following technical specifications and with work described as incidental to the work.

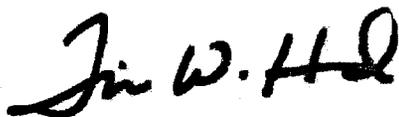
4. "There were requests for approximate dollars spent in previous years, copies of previous contractor bid prices, and requirements for surety letter for bid purposes. Will that information be made available?"

Answer: Bid pricing is included as Attachment MB and Attachment PBG. See no. 1 for the last three fiscal years' expenditure.

A surety letter or bid bond is not required at time of bid. Per the Supplemental Conditions, SCC-6 Cost Variations, 6.1.d.: "Performance and Payment Bond for 100% of purchase order when the cost exceeds \$75,000."

If you have any questions, please call Julianne Alibrandi, at (561) 742-6322, Monday through Thursday from 7:30 a.m. to 6:00 p.m., or e-mail alibrandij@bbfl.us

CITY OF BOYNTON BEACH

A handwritten signature in black ink that reads "Tim W. Howard". The signature is written in a cursive style with a large, looped initial "T".

Tim W. Howard
Director of Financial Services

ACKNOWLEDGEMENT OF ADDENDUM No. 1

**REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION,
WASTEWATER COLLECTION AND STORM WATER UTILITY SYSTEMS**

BID NO: 026-2821-14/JMA

**RESPONDENT MUST SIGN, DATE AND INCLUDE THIS "ACKNOWLEDGEMENT
OF ADDENDUM No. 1" WITH PROPOSAL PACKAGE IN ORDER FOR SUBMITTAL
TO BE CONSIDERED COMPLETE AND ACCEPTABLE.**

NAME OF COMPANY: MADSEN-BARR CORPORATION

JOHN BARR
PRINT NAME OF REPRESENTATIVE


SIGNATURE OF REPRESENTATIVE

3/14/14
DATE

ATTACHMENT "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
GENERAL CONDITIONS			
GC-1	Emergency Mobilization/Demobilization Costs for Rear Easement repairs	LS	900.-
GC-2	Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs	LS	900.-
GC-3	NON-Emergency Mobilization/Demobilization Costs for Rear Easement repairs	LS	500.-
GC-4	NON-Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs	LS	500.-
GC-5	Record Drawing	LS	200.-
GC-6	Construction Survey	LS	200.-
GC-7	Pre-During-Post Construction Digital Photos	LS	300.-
GC-8	M.O.T. Residential Street	EA	250.-
GC-9	M.O.T. City Arterial Roadway	EA	600.-
GC-10	M.O.T. DOT Roadway	EA	1200.-
GC-11	Density Tests (actual cost reimbursement by City)	EST	18.-
GC-12	Proctor Tests (actual cost reimbursement by City)	EST	75.-
GC-13	Florida Bearing Value Tests (actual cost reimbursement by City)	EST	80.-
GC-14	LBR Test (Load Bearing Ratio) (actual cost reimbursement by City)	EST	80.-
GC-15	Concrete 12" x 6" Cylinder Test (actual cost reimbursement by City)	EST	75.-
GC-16	Applicable Permits (actual cost reimbursement by City)	EST	1.-
WASTEWATER			
	Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-1	0' - 6' FT Deep	LF	160.-
SWR-2	6' - 8' FT Deep	LF	220.-
SWR-3	8' - 10' FT Deep	LF	275.-
SWR-4	10' - 12' FT Deep	LF	325.-
SWR-5	12' - 16' FT Deep	LF	400.-
SWR-6	16' - 20' FT Deep	LF	500.-
	Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-7	0' - 6' FT Deep	LF	160.-
SWR-8	6' - 8' FT Deep	LF	220.-
SWR-9	8' - 10' FT Deep	LF	275.-
SWR-10	10' - 12' FT Deep	LF	325.-
SWR-11	12' - 16' FT Deep	LF	400.-
SWR-12	16' - 20' FT Deep	LF	500.-

ATTACHMENT "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:			
SWR-13	0' - 6' FT Deep	LF	180.-
SWR-14	6' - 8' FT Deep	LF	250.-
SWR-15	8' - 10' FT Deep	LF	350.-
SWR-16	10' - 12' FT Deep	LF	450.-
SWR-17	12' - 16' FT Deep	LF	550.-
SWR-18	16' - 20' FT Deep	LF	650.-
Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:			
SWR-19	0' - 6' FT Deep	LF	180.-
SWR-20	6' - 8' FT Deep	LF	250.-
SWR-21	8' - 10' FT Deep	LF	350.-
SWR-22	10' - 12' FT Deep	LF	450.-
SWR-23	12' - 16' FT Deep	LF	550.-
SWR-24	16' - 20' FT Deep	LF	650.-
Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:			
SWR-25	0' - 6' FT Deep	LF	200.-
SWR-26	6' - 8' FT Deep	LF	300.-
SWR-27	8' - 10' FT Deep	LF	400.-
SWR-28	10' - 12' FT Deep	LF	500.-
SWR-29	12' - 16' FT Deep	LF	600.-
SWR-30	16' - 20' FT Deep	LF	700.-
Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:			
SWR-31	0' - 6' FT Deep	LF	200.-
SWR-32	6' - 8' FT Deep	LF	300.-
SWR-33	8' - 10' FT Deep	LF	400.-
SWR-34	10' - 12' FT Deep	LF	500.-
SWR-35	12' - 16' FT Deep	LF	600.-
SWR-36	16' - 20' FT Deep	LF	700.-
Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:			
SWR-37	0' - 6' FT Deep	LF	250.-
SWR-38	6' - 8' FT Deep	LF	350.-
SWR-39	8' - 10' FT Deep	LF	450.-
SWR-40	10' - 12' FT Deep	LF	550.-
SWR-41	12' - 16' FT Deep	LF	650.-
SWR-42	16' - 20' FT Deep	LF	750.-

ATTACHMENT "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-43	0' - 6' FT Deep	LF	250.-
SWR-44	6' - 8' FT Deep	LF	350.-
SWR-45	8' - 10' FT Deep	LF	450.-
SWR-46	10' - 12' FT Deep	LF	550.-
SWR-47	12' - 16' FT Deep	LF	650.-
SWR-48	16' - 20' FT Deep	LF	750.-
	Furnish & Install 20-Inch PVC - C900 Sewer Main In Utility Right of Way at a depth of:		
SWR-49	0' - 6' FT Deep	LF	300.-
SWR-50	6' - 8' FT Deep	LF	400.-
SWR-51	8' - 10' FT Deep	LF	500.-
SWR-52	10' - 12' FT Deep	LF	600.-
SWR-53	12' - 16' FT Deep	LF	700.-
SWR-54	16' - 20' FT Deep	LF	800.-
	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-55	0' - 6' FT Deep	LF	300.-
SWR-56	6' - 8' FT Deep	LF	400.-
SWR-57	8' - 10' FT Deep	LF	500.-
SWR-58	10' - 12' FT Deep	LF	600.-
SWR-59	12' - 16' FT Deep	LF	700.-
SWR-60	16' - 20' FT Deep	LF	800.-
	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-61	0' - 6' FT Deep	LF	350.-
SWR-62	6' - 8' FT Deep	LF	450.-
SWR-63	8' - 10' FT Deep	LF	550.-
SWR-64	10' - 12' FT Deep	LF	650.-
SWR-65	12' - 16' FT Deep	LF	750.-
SWR-66	16' - 20' FT Deep	LF	850.-
	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-67	0' - 6' FT Deep	LF	350.-
SWR-68	6' - 8' FT Deep	LF	450.-
SWR-69	8' - 10' FT Deep	LF	550.-
SWR-70	10' - 12' FT Deep	LF	650.-
SWR-71	12' - 16' FT Deep	LF	750.-
SWR-72	16' - 20' FT Deep	LF	850.-

ATTACHMENT "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-73	0' - 3' FT Deep	LF	75.-
SWR-74	3' - 6' FT Deep	LF	140.-
SWR-75	6' - 8' FT Deep	LF	280.-
SWR-76	8' - 10' FT Deep	LF	390.-
	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of:		
SWR-77	0' - 3' FT Deep	LF	75.-
SWR-78	3' - 6' FT Deep	LF	140.-
SWR-79	6' - 8' FT Deep	LF	280.-
SWR-80	8' - 10' FT Deep	LF	390.-
	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-81	0' - 3' FT Deep		80.-
SWR-82	3' - 6' FT Deep	LF	150.-
SWR-83	6' - 8' FT Deep	LF	300.-
SWR-84	8' - 10' FT Deep	LF	400.-
	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of:		
SWR-85	0' - 3' FT Deep	LF	80.-
SWR-86	3' - 6' FT Deep	LF	150.-
SWR-87	6' - 8' FT Deep	LF	300.-
SWR-88	8' - 10' FT Deep	LF	400.-
	Furnish & Install 16-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-89	0' - 3' FT Deep	LF	125.-
SWR-90	3' - 6' FT Deep	LF	250.-
SWR-91	6' - 8' FT Deep	LF	400.-
SWR-92	8' - 10' FT Deep	LF	500.-
	Furnish & Install 20-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-93	0' - 3' FT Deep	LF	125.-
SWR-94	3' - 6' FT Deep	LF	250.-
SWR-95	6' - 8' FT Deep	LF	400.-
SWR-96	8' - 10' FT Deep	LF	500.-

ATTACHMENT "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install 36-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-97	0' - 3' FT Deep	LF	350.-
SWR-98	3' - 6' FT Deep	LF	700.-
SWR-99	6' - 8' FT Deep	LF	950.-
SWR-100	8' - 10' FT Deep	LF	1250.-
	Reconstruct Sanitary Sewer Lateral Clean-Out		
SWR-101	Reconstruct Sanitary Sewer 6" Lateral & Clean-out (single)	EA	5,300.-
SWR-102	Reconstruct Sanitary Sewer 6" Lateral & Clean-out (double)	EA	6,200.-
SWR-103	Ductile Iron Fittings for Wastewater Force Main with Accessories	EA	10,000.-
SWR-104	Additional Pipe Crew Hours for installation greater than 60" cover	HR	755.-
	Furnish & Install Mega-Lug Joint Restraint for DIP		
SWR-105	4" Mega-Lug Joint Restraint for DIP	EA	43.-
SWR-106	6" Mega-Lug Joint Restraint for DIP	EA	52.-
SWR-107	8" Mega-Lug Joint Restraint for DIP	EA	76.-
SWR-108	10" Mega-Lug Joint Restraint for DIP	EA	102.-
SWR-109	12" Mega-Lug Joint Restraint for DIP	EA	137.-
SWR-110	16" Mega-Lug Joint Restraint for DIP	EA	221.-
SWR-111	24" Mega-Lug Joint Restraint for DIP	EA	487.-
SWR-112	36" Mega-Lug Joint Restraint for DIP	EA	1,430.-
	Furnish & Install Mega-Lug Joint Restraint for PVC - C900		
SWR-113	4" Mega-Lug Joint Restraint for PVC - C900	EA	50.-
SWR-114	6" Mega-Lug Joint Restraint for PVC - C900	EA	61.-
SWR-115	8" Mega-Lug Joint Restraint for PVC - C900	EA	90.-
	Furnish & Install Joint Restraint Gasket)		
SWR-116	4" Joint Restraint Gasket (Field Lok or Fast Grip)		73.-
SWR-117	6" Joint Restraint Gasket(Field Lok or Fast Grip)	EA	104.-
SWR-118	8" Joint Restraint Gasket(Field Lok or Fast Grip)	EA	142.-
SWR-119	10" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	180.-
SWR-120	12" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	208.-
	Furnish & Install PVC - C900 Bell Joint Restraint		
SWR-121	4" PVC - C900 Bell Joint Restraint	EA	42.-
SWR-122	6" PVC - C900 Bell Joint Restraint	EA	60.-
SWR-123	8" PVC - C900 Bell Joint Restraint	EA	90.-

ATTACHMENT "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install DIP Bell Joint Restraint		
SWR-124	10" DIP Bell Joint Restraint	EA	156.-
SWR-125	16" DIP Bell Joint Restraint	EA	436.-
SWR-126	20" DIP Bell Joint Restraint	EA	650.-
SWR-127	24" DIP Bell Joint Restraint	EA	910.-
SWR-128	36" DIP Bell Joint Restraint	EA	2470.-
	Furnish & Install Gate Valve & Valve Box		
SWR-129	4" Gate Valve & Valve Box	EA	630.-
SWR-130	6" Gate Valve & Valve Box	EA	800.-
SWR-131	8" Gate Valve & Valve Box	EA	1200.-
SWR-132	10" Gate Valve & Valve Box	EA	1800.-
SWR-133	12" Gate Valve & Valve Box	EA	2300.-
	Furnish & Install Tapping Sleeve with Valve & Valve Box		
SWR-134	8"x6" Tapping Sleeve w/Valve & Valve Box	EA	4600.-
SWR-135	8"x8" Tapping Sleeve w/Valve & Valve Box	EA	6200.-
SWR-136	12" x 6" Tapping Sleeve w/Valve & Valve Box	EA	7000.-
SWR-137	12" x 8" Tapping Sleeve w/Valve & Valve Box	EA	8100.-
SWR-138	Wastewater Force Main 2" Air Release Valve w/Manhole	EA	8200.-
	Furnish & Install Insertion Valve with Valve Box		
SWR-139	4" Insertion Valve w/Valve Box	EA	6500.-
SWR-140	8" Insertion Valve w/Valve Box	EA	8200.-
SWR-141	10" Insertion Valve w/Valve Box	EA	12000.-
SWR-142	16" Insertion Valve w/Valve Box	EA	28000.-
SWR-143	20" Insertion Valve w/Valve Box	EA	33000.-
SWR-144	24" Insertion Valve w/Valve Box	EA	42000.-
SWR-145	36" Insertion Valve w/Valve Box	EA	63000.-
	Furnish & Install Line Stop		
SWR-146	4" Insertion Line Stop	EA	3200.-
SWR-147	8" Insertion Line Stop	EA	5000.-
SWR-148	10" Insertion Line Stop	EA	6200.-
SWR-149	16" Insertion Line Stop	EA	10500.-
SWR-150	20" Insertion Line Stop	EA	16000.-
SWR-151	24" Insertion Line Stop	EA	26000.-
SWR-152	36" Insertion Line Stop	EA	44500.-

ATTACHMENT "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of:		
SWR-153	0' - 4' FT Deep	LF	6550.-
SWR-154	4' - 6' FT Deep	LF	7990.-
SWR-155	6' - 8' FT Deep	LF	12110.-
SWR-156	8' - 10' FT Deep	LF	14880.-
SWR-157	10' - 12' FT Deep	LF	23780.-
SWR-158	12' - 14' FT Deep	LF	29950.-
SWR-159	14' - 16' FT Deep	LF	41750.-
SWR-160	16' - 20' FT Deep	LF	63250.-
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of:		
SWR-161	0' - 4' FT Deep	LF	6550.-
SWR-162	4' - 6' FT Deep	LF	7990.-
SWR-163	6' - 8' FT Deep	LF	12110.-
SWR-164	8' - 10' FT Deep	LF	14880.-
SWR-165	10' - 12' Feet Deep	LF	23780.-
SWR-166	12' - 14' FT Deep	LF	29950.-
SWR-167	14' - 16' FT Deep	LF	41750.-
SWR-168	16' - 20' FT Deep	LF	63250.-
**WATER MAIN			
** Prices Quoted in the Water Main Section are Interchangeable with Reuse Water Lines as needed			
	Furnish & Install 4-Inch PVC - C900 Water Main in Right of Way at a depth of:		
WTR-1	0' - 3' FT Deep	LF	50.-
WTR-2	3' - 6' FT Deep	LF	70.-
	Furnish & Install 4-Inch PVC - 900 Water Main in Rear Easement at a depth of:		
WTR-3	0' - 3' FT Deep	LF	50.-
WTR-4	3' - 6' FT Deep	LF	70.-
	Furnish & Install 6-Inch PVC - C900 Water Main in Right of Way at a depth of:		
WTR-5	0' - 3' FT Deep	LF	60.-
WTR-6	3' - 6' FT Deep	LF	80.-

ATTACHMENT "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish and Install 6-Inch PVC - C900 Water Main in Rear Easement at a depth of:		
WTR-7	0' - 3' FT Deep	LF	60.-
WTR-8	3' - 6' FT Deep	LF	80.-
	Furnish & Install Ductile Iron Pipe Water Main		
WTR-9	4" Ductile Iron Pipe Water Main in Rear Easement	LF	55.-
WTR-10	6" Ductile iron Pipe Water Main in Rear Easement	LF	65.-
WTR-11	4" Ductile Iron Pipe Water Main in Utility ROW	LF	55.-
WTR-12	6" Ductile Iron Pipe Water Main in Utility ROW	LF	65.-
WTR-13	8" Ductile Iron Pipe Water Main in Utility ROW	LF	80.-
WTR-14	10" Ductile Iron Pipe Water Main in Utility ROW	LF	90.-
WTR-15	12" Ductile Iron Pipe Water Main in Utility ROW	LF	105.-
WTR-16	16" Ductile Iron Pipe Water Main in Utility ROW	LF	150.-
WTR-17	20" Ductile Iron Pipe Water Main in Utility ROW	LF	200.-
WTR-18	24" Ductile Iron Pipe Water Main in Utility ROW	LF	225.-
WTR-19	30" Ductile Iron Pipe Water Main in Utility ROW	LF	325.-
WTR-20	36" Ductile Iron Pipe Water Main in Utility ROW	LF	425.-
WTR-21	42" Ductile Iron Pipe Water Main in Utility ROW	LF	545.-
WTR-22	Additional Pipe Crew Hours for installation greater than 60" cover	HR	755.-
WTR-23	Ductile Iron Fittings for Water Main with Accessories	TON	10000.-
	Furnish & Install Mega-Lug Joint Restraint for DIP		
WTR-24	4" Mega-Lug Joint Restraint for DIP	EA	43.-
WTR-25	6" Mega-Lug Joint Restraint for DIP	EA	52.-
WTR-26	8" Mega-Lug Joint Restraint for DIP	EA	76.-
WTR-27	10" Mega-Lug Joint Restraint for DIP	EA	102.-
WTR-28	12" Mega-Lug Joint Restraint for DIP	EA	137.-
WTR-29	14" Mega-Lug Joint Restraint for DIP	EA	169.-
WTR-30	16" Mega-Lug Joint Restraint for DIP	EA	221.-
WTR-31	24" Mega-Lug Joint Restraint for DIP	EA	487.-
WTR-32	30" Mega-Lug Joint Restraint for DIP	EA	1140.-
WTR-33	36" Mega-Lug Joint Restraint for DIP	EA	1430.-
WTR-34	42" Mega-Lug Joint Restraint for DIP	EA	2210.-
	Furnish & Install Mega-Lug Restraint for PVC - C900		
WTR-35	4" Mega-Lug Joint Restraint for PVC -C900	EA	50.-
WTR-36	6" Mega-Lug Joint Restraint for PVC - C900	EA	61.-
WTR-37	8" Mega-Lug Joint Restraint for PVC - C900	EA	90.-

ATTACHMENT "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install Joint Restraint Gasket		
WTR-38	6" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	104.-
WTR-39	8" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	143.-
WTR-40	10" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	180.-
WTR-41	12" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	208.-
	Furnish & Install DIP Bell Joint Restraint		
WTR-42	6" DIP Bell Joint Restraint	EA	67.-
WTR-43	8" DIP Bell Joint Restraint	EA	90.-
WTR-44	10" DIP Bell Joint Restraint	EA	156.-
WTR-45	12" DIP Bell Joint Restraint	EA	195.-
WTR-46	14" DIP Bell Joint Restraint	EA	390.-
WTR-47	16" DIP Bell Joint Restraint	EA	429.-
WTR-48	24" DIP Bell Joint Restraint	EA	871.-
WTR-49	30" DIP Bell Joint Restraint	EA	1625.-
WTR-50	36" DIP Bell Joint Restraint	EA	2340.-
WTR-51	42" DIP Bell Joint Restraint	EA	4550.-
	Furnish & Install Gate Valve & Valve Box		
WTR-52	4" Gate Valve & Valve Box	EA	630.-
WTR-53	6" Gate Valve & Valve Box	EA	800.-
WTR-54	8" Gate Valve & Valve Box	EA	1200.-
WTR-55	10" Gate Valve & Valve Box	EA	1800.-
WTR-56	12" Gate Valve & Valve Box	EA	2300.-
	Furnish & Install Butterfly Valve & Valve Box		
WTR-57	12" Butterfly Valve & Valve Box	EA	2100.-
WTR-58	16" Butterfly Valve & Valve Box	EA	3500.-
WTR-59	24" Butterfly Valve & Valve Box	EA	7400.-
WTR-60	30" Butterfly Valve & Valve Box	EA	16550.-
WTR-61	36" Butterfly Valve & Valve Box	EA	22,010.-
WTR-62	42" Butterfly Valve & Valve Box	EA	30,750.-

ATTACHMENT "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install Tapping Sleeve with Valve & Valve Box		
WTR-63	8"x6" Tapping Sleeve w/Valve & Valve Box	EA	3900.-
WTR-64	6"x4" Tapping Sleeve w/Valve & Valve Box	EA	3800.-
WTR-65	8"x6" Tapping Sleeve w/Valve & Valve Box	EA	4600.-
WTR-66	8"x8" Tapping Sleeve w/Valve & Valve Box	EA	6200.-
WTR-67	12" x 6" Tapping Sleeve w/Valve & Valve Box	EA	7000.-
WTR-68	12" x 8" Tapping Sleeve w/Valve & Valve Box	EA	8100.-
	Fire Hydrants		
WTR-69	Fire Hydrant Assembly (42" Burial) w/elbow for Anchor Tee, Gate Valve & 6" DIP	EA	7000.-
WTR-70	Fire Hydrant Assembly (42" Burial) w/6" Gate Valve & 6" DIP	EA	6500.-
WTR-71	Remove & Replace Fire Hydrant Assembly (36" burial)	EA	6250.-
WTR-72	Remove & Replace Fire Hydrant Assembly (42" burial)	EA	6500.-
WTR-73	Remove & Replace Fire Hydrant Assembly (54" burial)	EA	6750.-
WTR-74	Fire Hydrant Extensions	EA	730.-
WTR-75	Bollards for Fire Hydrant	EA	275.-
WTR-76	Sample Points w/double strap saddle & corp stop	EA	473.-
WTR-77	Sample Points on Fire Hydrants	EA	132.-
WTR-78	2" Blowoff piping with box	EA	425.-
WTR-79	Water Main 1" Air Release Valve w/Manhole	EA	5900.-
WTR-80	Short Single service (1-1/2" Polly) (up to 10' long)	EA	1975.-
WTR-81	Short Double Service (1-1/2" Polly) (up to 10' long)	EA	2450.-
WTR-82	Long Single Service (1-1/2" w/3" casings) (up to 40' Long)	EA	3250.-
WTR-83	Long Double Service (1-1/2" w/3" casings) (up to 40' Long)	EA	3975.-
WTR-84	Sample Point w/bacteriological test	EA	325.-
WTR-85	6" to 12" Dia. Connection to existing Water Main (Joint Restraint for existing pipe is not included)	EA	3850.-
WTR-86	16" to 24" Dia. Connection to existing water main (joint restraint for existing pipe is not included)	EA	7950.-
WTR-87	30" Diameter Connection to existing water main (Joint restraint for existing pipe is not included)	EA	14,650.-
WTR-88	36"Dia. Connection t existing water main (joint restraint for existing pipe is not included)	EA	12,700.-
WTR-89	42" Diameter connection to existing water main (Joint Restraint for existing pipe is not included)	EA	24,680.-

ATTACHMENT "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
STORM WATER			
	Furnish & Install 15-Inch RCP Storm Water Main In Utility Right of Way at a depth of:		
STM-1	0' - 6' Ft. deep	LF	75.-
STM-2	6' - 8' Ft. deep	LF	100.-
	Furnish & Install 15-Inch RCP Storm Water Main in Rear Easement at a depth of:		
STM-3	0' - 6' Ft. deep	LF	75.-
STM-4	6' - 8' Ft. deep	LF	100.-
	Furnish & Install 24-Inch RCP Storm Water Main in Utility Right of Way at depth of:		
STM-5	0' - 6' Ft. deep	LF	115.-
STM-6	6' - 8' Ft. deep	LF	185.-
	Furnish & Install 24-Inch RCP Storm Water Main in Rear Easement at a depth of:		
STM-7	0' - 6' Ft. deep	LF	115.-
STM-8	6' - 8' Ft. deep	LF	185.-
	Furnish & Install 36-Inch RCP Storm Water Main in Utility ROW at a depth of:		
STM-9	0' - 6' Ft. deep	LF	215.-
STM-10	6' - 8' Ft. deep	LF	425.-
STM-11	8' - 10' Ft. deep	LF	595.-
	Furnish & Install 36-Inch RCP Storm Water Main in Rear Easement at a depth of:		
STM-12	0' - 6' Ft. deep	LF	215.-
STM-13	6' - 8' Ft. deep	LF	425.-
STM-14	8' - 10' Ft. deep	LF	595.-
	Furnish & Install 42-Inch RCP Storm Water Main in Utility Right of Way at a depth of:		
STM-15	0' - 6' Ft. deep	LF	295.-
STM-16	6' - 8' Ft. deep	LF	475.-
STM-17	8' - 10' Ft. deep	LF	685.-
	Furnish & Install 42-Inch RCP Storm Water Main in Rear Easement at a depth of:		
STM-18	0' - 6' Ft. deep	LF	295.-
STM-19	6' - 8' Ft. deep	LF	475.-
STM-20	8' - 10' Ft. deep	LF	685.-

ATTACHMENT "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install 60-Inch RCP Storm Water Main in Utility Right of Way at a depth of:		
STM-21	0' - 6' Ft. deep	LF	330.-
STM-22	6' - 8' Ft. deep	LF	415.-
STM-23	8' - 10' Ft. deep	LF	735.-
STM-24	10' - 12' Ft. deep	LF	875.-
STM-25	12' - 15' Ft. deep	LF	1525.-
	Furnish & Install 15-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-26	0' - 6' Ft. deep	LF	75.-
STM-27	6' - 8' Ft. deep	LF	100.-
	Furnish Install 15-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-28	0' - 6' Ft. deep	LF	75.-
STM-29	6' - 8' Ft. deep	LF	100.-
	Furnish & Install 18-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-30	0' - 6' Ft. deep	LF	80.-
STM-31	6' - 8' Ft. deep	LF	120.-
	Furnish & Install 18-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-32	0' - 6' Ft. deep	LF	80.-
STM-33	6' - 8' Ft. deep	LF	120.-
	Furnish & Install 24-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-34	0' - 6' Ft. deep	LF	115.-
STM-35	6' - 8' Ft. deep	LF	185.-
	Furnish & Install 24-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-36	0' - 6' Ft. deep	LF	115.-
STM-37	6' - 8' Ft. deep	LF	185.-

ATTACHMENT "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install 72-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-64	0' - 6' Ft. deep	LF	405.-
STM-65	6' - 8' Ft. deep	LF	520.-
STM-66	8' - 10' Ft. deep	LF	750.-
STM-67	10' - 15' Ft. deep	LF	1650.-
	Furnish & Install 12-Inch HDPE Storm Water Main in Utility Right of Way at a depth of:		
STM-68	0' - 6' Ft. deep	LF	60.-
STM-69	6' - 8' Ft. deep	LF	95.-
	Furnish & Install 12-Inch HDPE Storm Water Main in Rear Easement at a depth of:		
STM-70	0' - 6' Ft. deep	LF	60.-
STM-71	6' - 8' Ft. deep	LF	95.-
	Furnish & Install 15-Inch HDPE Storm Water Main in Utility Right of Way at a depth of:		
STM-72	0' - 6' Ft. deep	LF	75.-
STM-73	6' - 8' Ft. deep	LF	100.-
	Furnish & Install 15-Inch HDPE Storm Water Main in Rear Easement at a depth of:		
STM-74	0' - 6' Ft. deep	LF	75.-
STM-75	6' - 8' Ft. deep	LF	100.-
	Furnish and Install 18-Inch HDPE Storm Water Main in Utility Right of Way at a depth of:		
STM-76	0' - 6' Ft. deep	LF	80.-
STM-77	6' - 8' Ft. deep	LF	120.-
	Furnish & Install 18-Inch HDPE Storm Water Main in Rear Easement at a depth of:		
STM-78	0' - 6' Ft. deep	LF	80.-
STM-79	6' - 8' Ft. deep	LF	120.-
	Furnish & Install 24-Inch HDPE Storm Water Main in Utility Right of Way at a depth of:		
STM-80	0' - 6' Ft. deep	EA	115.-
STM-81	6' - 8' Ft. deep	EA	185.-
	Furnish & Install 24-Inch HDPE Storm Water Main in Rear Easement at a depth of:		
STM-82	0' - 6' Ft. Deep	EA	115.-
STM-83	6' - 8' Ft. Deep	EA	185.-

ATTACHMENT "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of:		
STM-84	0' - 4' Ft. deep	EA	6,550.-
STM-85	4' - 6' Ft. deep	EA	7,990.-
STM-86	6' - 8' Ft. deep	EA	12,110.-
STM-87	8' - 10' Ft. deep	EA	14,880.-
STM-88	10' - 12' Ft. deep	EA	23,780.-

ATTACHMENT "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to Include Bench and Ring and Cover in Rear Easement at a depth of:		
STM-89	0' - 4' Ft. deep	EA	6550.-
STM-90	4' - 6' Ft. deep	EA	7990.-
STM-91	6' - 8' Ft. deep	EA	12110.-
STM-92	8' - 10' Ft. deep	EA	14380.-
STM-93	10' - 12' Ft. deep	EA	23780.-
	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to Include Bench and Ring and Cover in Utility Right of Way at a depth of:		
STM-94	0' - 4' Ft. deep	EA	9325.-
STM-95	4' - 6' Ft. deep	EA	10,660.-
STM-96	6' - 8' Ft. deep	EA	15,770.-
STM-97	8' - 10' Ft. deep	EA	18,340.-
STM-98	10' - 12' Ft. deep	EA	29,660.-
	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of:		
STM-99	0' - 4' Ft. deep	EA	9325.-
STM-100	4' - 6' Ft. deep	EA	10660.-
STM-101	6' - 8' Ft. deep	EA	15770.-
STM-102	8' - 10' Ft. deep	EA	18,340.-
STM-103	10' - 12' Ft. deep	EA	27,660.-

ATTACHMENT "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/frame and grate in Utility Right of Way at a depth of:		
STM-104	0' - 4' Ft. deep	EA	5125.-
STM-105	4' - 6' Ft. deep	EA	6920.-
STM-106	6' - 8' Ft. deep	EA	9100.-
STM-107	Optional Pollution Control Device	EA	925.-
	Furnish & Install new FDOT approved Standard Precast Concrete 48" "E" Inlet Structure w/frame and grate in Utility Right of Way at a depth of:		
STM-108	0' - 4' Ft. deep	EA	5925.-
STM-109	4' - 6' Ft. deep	EA	7125.-
STM-110	6' - 8' Ft. deep	EA	9635.-
STM-111	Optional Pollution Control Device	EA	925.-
	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of:		
STM-112	0' - 4' Ft. deep	EA	6975.-
STM-113	4' - 6' Ft. deep	EA	8225.-
STM-114	6' - 8' Ft. deep	EA	11750.-
STM-115	8' - 10' Ft. deep	EA	16,975.-
STM-116	10' - 12' Ft. deep	EA	21,465.-
STM-117	Optional Pollution Control Device	EA	925.-

ATTACHMENT "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
RESTORATION			
R-1	Removal and disposal of 6" thick concrete	SF	17.50
R-2	Furnish & Install 4" Concrete without wire	SF	26.75
R-3	Furnish & Install 6" Concrete without wire	SF LF	32.25
R-4	Furnish & Install ADA compliant detectable surface	EA LF	85.50
R-5	Furnish & Install FDOT Type "D" Curb - by hand	LF	122.75
R-6	Furnish & Install FDOT Type "D" Curb - by machine	LF	138.50
R-7	Furnish & Install FDOT Type "F" Curb - by hand	LF	122.75
R-8	Furnish & Install FDOT Type "F" Curb - by machine	LF	142.75
R-9	Furnish & Install FDOT Valley Gutter - by hand	LF SF	183.25
R-10	Furnish & Install FDOT Valley Gutter - by machine	LF SF	197.75
R-11	Furnish & Install Bahia Sod - up to 1000 SF	SF	3.25
R-12	Furnish & Install Bahia Sod - over 1000 SF	SF	1.10
R-13	Furnish & Install Floratam Sod - up to 1000 SF	SF	3.90
R-14	Furnish & Install Floratam Sod - over 1000 SF	SF HR	1.90
R-15	Furnish & Install FDOT seed & mulch mix	SY	23.75
R-16	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix	HR SY	95.-
R-17	Removal and disposal of existing Asphalt Pavement	SY	20.-
R-18	Mill existing Pavement (3/4" - 1" avg)	SY	96.-
R-19	Furnish and Install Asphalt Overlay, Type S-III	SY	87.50

ATTACHMENT "A"

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
R-20	Furnish and Install 1" Type S-3 Surface Course		SY	85.-
R-21	F.D.O.T. Flowable Fill	CY	SY	293.-
R-22	Leak Repairs (structures) - Grouting	GAL	SY	485.75
R-23	Ground Stabilization Grouting	CY	-EA	746.-
R-24	6" Limerock/ Crushed Concrete Base, primed	SY	-EA	41.-
R-25	8" Limerock/ Crushed Concrete Base, primed	SY	-EA	52.-
R-26	12" Compacted Subgrade, 98% T-180		SY	22.-
R-27	Adjust manhole ring and cover to grade		EA	795.-
R-28	Adjust valve box to grade		EA	475.-
R-29	Brick paver remove/replace (1 1/2" sand, 6" limerock base, 12" compacted subgrade)	SF	-EA	73.50
BY-PASS PUMP SET UP WITH BY-PASS PUMPING				
BP-1	Bypass 8" Sewer Set Up	EA	-DAY	500.-
BP-2	Bypass 10" to 12" Sewer Setup	EA	-DAY	1475.-
BP-3	Bypass 15" to 18" Sewer Setup	EA	-DAY	2695.-
BP-4	Bypass 24" Sewer Setup	EA	-DAY	6790.-
BP-5	Bypass 4" Pump Including Monitoring		DAY	750.-
BP-6	Bypass 6" Pump Including Monitoring		DAY	2625.-
BP-7	Bypass 8" Pump Including Monitoring		DAY	4750.-
BP-8	Bypass 10" Pump Including Monitoring		DAY	7350.-
WELL POINT SYSTEM AND DEWATERING				
WP-1	Well Point system up to 150 points complete with pump and jetting equipment, and Monitoring		DAY	4000.-

ATTACHMENT "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
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PLEASE PREPARE YOUR PRICE PROPOSAL FOR EACH SCENARIO OUTLINED BELOW BY USING THE PRICING SUBMITTED ON THE ABOVE BID ITEM PRICE SHEETS (Pages BP-1 through BP-19) AND SUBMIT ON YOUR LETTERHEAD.

BID No.: 026-2821-14/JMA

SCENARIO #1

Emergency Repair: 8-inch sewer main in rear easement of a residential neighborhood at 16-feet deep. Bypass 300-linear feet of sewer main, excavate and dewater with well point system to repair and replace 10-feet of PVC pipe with C-900 PVC pipe. Reconnect one (1) 6-inch sewer lateral, backfill and restore 2,600 SF of Floratam sod and water in sod.

SCENARIO #2

Emergency Repair: 16-inch sewer force main in utility right-of-way at 4-feet deep. Repair and replace 6-foot section of 16-inch CIP with 16-inch epoxy lined DIP with fittings. Backfill in lifts, restore 400 SF of FDOT approved asphalt and 1,500 SF of Bahia sod and water in sod.

SCENARIO #3

Scheduled Repair: Excavate and dewater with well point system to repair and replace 20-linear feet of 48-inch stormwater CMP with 48-inch CAP 10-feet deep. Restore an area of 3,000 SF of Bahia sod and water in sod.

SCENARIO #4

Emergency Repair: 20-inch valve is leaking in FDOT roadway. Replace 20-inch butterfly valve, 10-foot section of 20-inch DIP and approved fittings. Back fill excavation in 12-inch lifts with FDOT approved rock. Restore 500 SF of asphalt.

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E-mail: madsenbarr@earthlink.net



CITY of BOYNTON BEACH

BID #: 026-2821-14/JMA

**“REPAIRS and EMERGENCY SERVICES for
WATER DISTRIBUTION, WASTEWATER
COLLECTION and STORM WATER UTILITY
SYSTEMS”**

ATTACHMENTS:

- 1.) SCENARIO #1**
- 2.) SCENARIO #2**
- 3.) SCENARIO #3**
- 4.) SCENARIO #4**

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COST ESTIMATE – MARCH 20, 2014 (SCENARIO # 1)

SOLD TO: CITY of BOYNTON BEACH
 100 E. BOYNTON BEACH BLVD
 P.O. BOX 310
 BOYNTON BEACH, FLORIDA 33425-0310

SHIP TO: CITY of BOYNTON BEACH
 UTILITIES DEPARTMENT
 124 EAST WOOLBRIGHT ROAD
 BOYNTON BEACH, FLORIDA 33435

ATTENTION: MR. GEORGE PECK, SUPERVISOR

SUBJECT: CITY of BOYNTON BEACH
EMERGENCY REPAIR (SCENARIO # 1)
 GRAVITY SEWER EXCAVATED POINT REPAIR
 8-INCH SEWER, DEPTH 16.0 VF

LOCATION: REAR-YARD EASEMENT RESIDENTIAL

SCOPE of WORK: Emergency Mobilization, Utility Locations, Notifications, MOT, Excavate, Dewater, Shore, Trench Safety, By-pass Pumping, Repair Existing 8-Inch Gravity Sewer (10 LF of C-900 PVC), Reconstruct 6-Inch Sewer Lateral and Cleanout, Backfill, Compact, Proctors, Densities, Restoration of Sod (2,600 SF), Water Sod, Final Cleanup and Demobilize.

CONTRACT: CITY of BOYNTON BEACH, PROJECT # 026-2821-14/JMA
 "REPAIRS and EMERGENCY SERVICES for WATER DISTRIBUTION,
 WASTEWATER COLLECTION and STORM WATER UTILITY SYSTEMS"

FURNISH and INSTALL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GC-1	Emergency Mobilization (Rear Easement)	1	LS	\$ 900.00	\$ 900.00
GC-7	Pre-During-Post Construction Photos	1	LS	\$ 300.00	\$ 300.00
GC-8	MOT Residential Street	1	EA.	\$ 250.00	\$ 250.00
GC-11	Density Tests	4	EA.	\$ 18.00	\$ 72.00
GC-12	Proctor Tests	1	EA.	\$ 75.00	\$ 75.00
SWR-11	8-Inch PVC C-900 Sewer Main (Rear)	10	LF	\$ 400.00	\$ 4,000.00
SWR-101	Reconstruct 6-Inch Lateral and CO (Single)	1	EA.	\$ 5,800.00	\$ 5,800.00
R-14	Floritam Sod replacement >1000 SF	2600 SF		\$ 1.90	\$ 4,940.00
R-16	Water and Irrigate Sod	5	HR.	\$ 95.00	\$ 475.00
BP-1	Bypass 8-Inch Sewer Set Up	1	EA.	\$ 500.00	\$ 500.00
BP-5	Bypass 4-Inch Pump	1	DAY	\$ 750.00	\$ 750.00
WP-1	Well Point System	1	DAY	\$ 4,000.00	\$ 4,000.00

TOTAL COST ESTIMATE ***** **\$ 22,062.00**

NOTES: 1.) PERMITS and/or FEES NOT INCLUDED.

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COST ESTIMATE -- MARCH 20, 2014 (SCENARIO # 2)

SOLD TO: CITY of BOYNTON BEACH
 100 E. BOYNTON BEACH BLVD
 P.O. BOX 310
 BOYNTON BEACH, FLORIDA 33425-0310

SHIP TO: CITY of BOYNTON BEACH
 UTILITIES DEPARTMENT
 124 EAST WOOLBRIGHT ROAD
 BOYNTON BEACH, FLORIDA 33435

ATTENTION: MR. GEORGE PECK, SUPERVISOR

SUBJECT: CITY of BOYNTON BEACH
EMERGENCY REPAIR (SCENARIO # 2)
 16-INCH SEWER FORCE MAIN
 16-INCH DIP FM, DEPTH 4.0 VF

LOCATION: FDOT RIGHT-of-WAY

SCOPE of WORK: Emergency Mobilization, Utility Locations, Notifications, FDOT MOT, Excavate, Dewater, Shore, Trench Safety, Repair Existing 16-Inch FM with Epoxy Pipe and Fittings (6 LF), Backfill, Compact, Proctors, Densities, Assist City with any Cleanup Operations from FM, Restoration of 400 SF of FDOT Asphalt and 1,500 SF of FDOT Bahia Sod and Water, Final Cleanup and Inspection, Demobilize.

CONTRACT: CITY of BOYNTON BEACH, PROJECT # 026-2821-14/JMA
 "REPAIRS and EMERGENCY SERVICES for WATER DISTRIBUTION,
 WASTEWATER COLLECTION and STORM WATER UTILITY SYSTEMS"

FURNISH and INSTALL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GC-2	Emergency Mobilization (Right-of-Way)	1	LS	\$ 900.00	\$ 900.00
GC-7	Pre-During-Post Construction Photos	1	LS	\$ 300.00	\$ 300.00
GC-10	MOT DOT Roadway	1	EA.	\$ 1,200.00	\$ 1,200.00
GC-11	Density Tests	6	EA.	\$ 18.00	\$ 108.00
GC-12	Proctor Tests	2	EA.	\$ 75.00	\$ 150.00
SWR-90	16-Inch DIP Epoxy Lined FM (Right-of -Way)	6	LF	\$ 250.00	\$ 1,500.00
SWR-103	DI Fittings for Wastewater FM	.14	TN.	\$ 10,000.00	\$ 1,400.00
SWR-110	16-Inch Mega-Lug for DIP	4	EA.	\$ 221.00	\$ 884.00
R-12	Bahia Sod replacement >1000 SF	1500	SF	\$ 1.10	\$ 1,650.00
R-16	Water and Irrigate Sod	4	HR.	\$ 95.00	\$ 380.00
R-17	Remove/Dispose existing Asphalt	44	SY	\$ 20.00	\$ 880.00
R-20	1-Inch type S-3 Surface Course	44	SY	\$ 85.00	\$ 3,740.00
R-25	8-Inch limerock Base/Primed	44	SY	\$ 52.00	\$ 2,288.00
R-26	12-Inch Compacted Subgrade 98%, T-180	44	SY	\$ 22.00	\$ 968.00

TOTAL COST ESTIMATE ***** **\$ 16,348.00**

NOTES: 1.) PERMITS and/or FEES NOT INCLUDED.

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E-mail: madsenbarr@earthlink.net



COST ESTIMATE – MARCH 20, 2014 (SCENARIO # 3)

SOLD TO: CITY of BOYNTON BEACH
 100 E. BOYNTON BEACH BLVD
 P.O. BOX 310
 BOYNTON BEACH, FLORIDA 33425-0310

SHIP TO: CITY of BOYNTON BEACH
 UTILITIES DEPARTMENT
 124 EAST WOOLBRIGHT ROAD
 BOYNTON BEACH, FLORIDA 33435

ATTENTION: MR. MICHAEL R.T. LOW, DEPUTY DIRECTOR

SUBJECT: CITY of BOYNTON BEACH
SCHEDULED REPAIR (SCENARIO # 3)
 STORM WATER EXCAVATED POINT REPAIR
 48-INCH CAP DRAINAGE, DEPTH 10.0 VF

LOCATION: CITY RIGHT-of-WAY

SCOPE of WORK: Mobilization, Utility Locations, Notifications, MOT, Excavate, Dewater, Shore, Trench Safety, Repair Existing 48-Inch Stormwater Drainage (20 LF of CAP), Backfill, Compact, Proctors, Densities, Restoration of Sod (3,000 SF), Water Sod, Final Cleanup and Demobilize.

CONTRACT: CITY of BOYNTON BEACH, PROJECT # 026-2821-14/JMA
 "REPAIRS and EMERGENCY SERVICES for WATER DISTRIBUTION, WASTEWATER COLLECTION and STORM WATER UTILITY SYSTEMS"

FURNISH and INSTALL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GC-4	Mobilization (Right-of-Way)	1	LS	\$ 500.00	\$ 500.00
GC-7	Pre-During-Post Construction Photos	1	LS	\$ 300.00	\$ 300.00
GC-8	MOT Residential Street	1	EA.	\$ 250.00	\$ 250.00
GC-11	Density Tests	4	EA.	\$ 18.00	\$ 72.00
GC-12	Proctor Tests	1	EA.	\$ 75.00	\$ 75.00
STM-46	48-Inch CAP Storm Water 8/10' cut (ROW)	20	LF	\$ 475.00	\$ 9,500.00
R-12	Bahia Sod replacement >1000 SF	3000	SF	\$ 1.10	\$ 3,300.00
R-16	Water and Irrigate Sod	4	HR.	\$ 95.00	\$ 380.00
WP-1	Well Point System	1	DAY	\$ 4,000.00	\$ 4,000.00

TOTAL COST ESTIMATE ***** **\$ 18,377.00**

NOTES: 1.) PERMITS and/or FEES NOT INCLUDED.

MADSEN BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage
 Broward: (954) 489-7773 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6382
 E-mail: madsenbarr@earthlink.net



COST ESTIMATE – MARCH 20, 2014 (SCENARIO # 4)

SOLD TO: CITY of BOYNTON BEACH
 100 E. BOYNTON BEACH BLVD
 P.O. BOX 310
 BOYNTON BEACH, FLORIDA 33425-0310

SHIP TO: CITY of BOYNTON BEACH
 UTILITIES DEPARTMENT
 124 EAST WOOLBRIGHT ROAD
 BOYNTON BEACH, FLORIDA 33435

ATTENTION: MR. CHRISTOPHER ROSCHEK, P.E., MANAGER

SUBJECT: CITY of BOYNTON BEACH
EMERGENCY REPAIR (SCENARIO # 4)
 20-INCH BUTTERFLY VALVE REPLACEMENT
 20-INCH DIP WATER MAIN

LOCATION: FDOT RIGHT-of-WAY

SCOPE of WORK: Emergency Mobilization, Utility Locations, Notifications, FDOT MOT, Excavate, Dewater, Shore, Trench Safety, Replace Existing 20-Inch Butterfly Valve with 20-Inch DIP and Fittings (10 LF), Backfill, Compact, Proctors, Densities, Assist City with any Cleanup Operations from Water Main Break, Restoration of 500 SF of FDOT Asphalt, Final Cleanup and Inspection, Demobilize.

CONTRACT: CITY of BOYNTON BEACH, PROJECT # 026-2821-14/JMA
 "REPAIRS and EMERGENCY SERVICES for WATER DISTRIBUTION,
 WASTEWATER COLLECTION and STORM WATER UTILITY SYSTEMS"

FURNISH and INSTALL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GC-2	Emergency Mobilization (Right-of-Way)	1	LS	\$ 900.00	\$ 900.00
GC-7	Pre-During-Post Construction Photos	1	LS	\$ 300.00	\$ 300.00
GC-10	MOT DOT Roadway	1	EA.	\$ 1,200.00	\$ 1,200.00
GC-11	Density Tests	8	EA.	\$ 18.00	\$ 144.00
GC-12	Proctor Tests	2	EA.	\$ 75.00	\$ 150.00
WTR-17	20-Inch DIP Water Main (R-o-W)	10	LF	\$ 200.00	\$ 2,000.00
WTR-23	Ductile Iron Fittings for Water Main	.16	TN.	\$ 10,000.00	\$ 1,600.00
WTR-31	20" Mega-Lugs for DIP	4	EA.	\$ 487.00	\$ 1,948.00
WTR-58	20-Inch Butterfly Valve & Valve Box	1	EA.	\$ 3,500.00	\$ 3,500.00
R-17	Remove/Dispose existing Asphalt	55	SY	\$ 20.00	\$ 1,100.00
R-20	1-Inch type S-3 Surface Course	55	SY	\$ 85.00	\$ 4,675.00
R-25	8-Inch limerock Base/Primed	55	EA.	\$ 52.00	\$ 2,860.00
R-26	12-Inch Compacted 98%, T-180	55	SY	\$ 22.00	\$ 1,210.00

TOTAL COST ESTIMATE ***** **\$ 21,587.00**

- NOTES:**
- 1.) PERMITS and/or FEES NOT INCLUDED.
 - 2.) NO BID ITEM for 20-INCH BUTTERFLY VALVE or 20-INCH MEGALUGS.



BIDDER'S QUALIFICATIONS STATEMENT

BIDDER shall furnish the following information. All questions to be answered in full, without exception. If copies of other documents will provide the appropriate answer to the question, they may be attached and clearly labeled. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

1. BIDDER'S Name, Principal Address, Phone and Fax Number:

MADSEN-BARR CORPORATION
12113 INDIAN MOUND ROAD
WELINGTON, FL. 33449
PH. (561) 753-6363 FAX (561) 753-6382

2. Number of years as a Contractor in this type of work: 34 years

3. Names and titles of all officers, partners or individuals doing business under trade name:

JOHN BARR PRESIDENT
NIKK FERRO SEC/TREAS
TERRY CLARK VICE PRESIDENT

4. The business is a: Sole Proprietorship Partnership Corporation

5. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

MR. DUFF MATSON. (305) 662-3852
MATSON-CHARLTON SURETY GROUP
700 S. DIXIE HWY. SUITE 100, CORAL GABLES, FL. 33146

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

CITY OF BOYNTON BEACH, # 024-2821-13/JA

7. Have you ever failed to complete work awarded to you. If so, when, where and why?

NO

8. Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

YES

9. List CM's or GC's your company has worked for within the past three years. (List 2 other than those shown below)

SEE (INSERT) ATTACHMENT

CM/GC No. 1	<u>ITEM #9</u>	Contact Person:	Tel:	Fax:
CM/GC No. 2		Contact Person:	Tel:	Fax:

10. List three SIGNIFICANT PROJECTS completed within the past five years.

Project No. 1 CITY OF BOYNTON BEACH
08.74 Location: 124 E. WOOLBARK ST RD. 33435
 Your \$ 579,000. -
 Subcontract \$ 59,000. - Date 12/14/12
 Amount: 620,000. - Completed:
 Contracting Agency: CITY OF BOYNTON BEACH
 Contact Person: MR. GEDDIE FELK Tel: (561) 742.6419
 Fax: (561) 742.6299

Project No. 2 CITY OF CORAL SPRINGS
05.57 Location: 3800 NW 25 AVE., 33065
 Your \$ 1,459,909. -
 Subcontract \$ 209,000. - Date 12/31/12
 Amount: 1,659,909. - Completed:
 Contracting Agency: CITY OF CORAL SPRINGS
 Contact Person: MR. MIKE KELLY Tel: (954).345.2160
 Fax: (954).345.2169

Project No. 3 CITY OF BOCA RATON
12.77 Location: 1401 GLADES RD., 33431
 Your \$ 136,270. -
 Subcontract \$ -0 - Date 12/31/12
 Amount: 136,270. - Completed:
 Contracting Agency: CITY OF BOCA RATON
 Contact Person: MR. KEN COATLEY Tel: (561) 338.7310
 Fax: (561) 338.7345

11. List three SIGNIFICANT PROJECTS currently under construction.

Project No. 1 CITY OF BOCA RATON
2012.030 Location: 1401 GLADES RD, 33431
 Your \$ 2,253,215. -
 Subcontract \$ -0 - Date 8/22/16
 Amount: 2,253,215. - Completed:
 Contracting Agency: CITY OF BOCA RATON
 Contact Person: MS. LISA WILSON-DAVIS Tel: (561) 338.7310
 Fax: (561) 338.7345

Project No. 2 CITY OF BOCA RATON
2012.031 Location: 1401 GLADES RD., 33431
 Your \$ 538,550. -
 Subcontract \$ -0 - Date 8/23/16
 Amount: 538,550. - Completed:
 Contracting Agency: CITY OF BOCA RATON
 Contact Person: MS. LISA WILSON-DAVIS Tel: (561) 338.7310
 Fax: (561) 338.7345

Project No. 3 BROWARD COUNTY
12-81 (9103542151)
Location: 2555 W. COPANS RD., 33069

Your \$ 1,289,216.-
Subcontract \$ 350,000.- Date 9/09/16
Amount: 1,289,216.- Completed:

Contracting Agency: BROWARD COUNTY

Contact Person: MR. JOHN MORRA

Tel: (954) 831.0960
Fax: (954) 831.0842

12. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

JOHN BARR, BSCE, UNIVERSITY OF ALABAMA 1976, 38 YEARS.
TERRY CLARK, OPERATOR/PIPE LAYER/UNDERGROUND, 35 YEARS.
NICK ERRO, OPERATOR/PIPE FITTER/UNDERGROUND, 33 YEARS.

13. State the name and licensing of the individual who will have personal supervision of the WORK.

JOHN BARR, CERTIFIED UNDERGROUND EXCAVATION CONTRACTOR,
STATE OF FLORIDA, LICENSE # C12057347.

14. Will you sublet any part of this WORK? If so, give details. YES,

LARGE ASPHALT AREAS & MILLING (HARDENED, INC.)
M.O.T. (BOB'S BARRICADES INC.)

15. What equipment do you own that is available for the WORK?

SEE (INSERT) ATTACHMENT

16. What equipment will you purchase for the proposed WORK?

NONE

17. What equipment will you rent for the proposed WORK?

PLATE RAMPS, SHORING, STEEL PLATED IF REQUIRED

18. Has the Bidder or any principals of the Firm failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? If yes, please explain below:

NO

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each petition.

NONE

20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

NONE

21. Is the Bidder currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify in details the circumstances and prospects for resolution.

NONE

22. Bank References (include name, job title, and telephone number of contact person) – Minimum 1

SUN TRUST, 9345 LAKE WORTH RD, LAKE WORTH, FL.
33467, (561) 304-2420, MIKE MANUEL

23. Annual Average Services Revenue of the Proposer for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	\$ 4,500,000.-
b.	Non-Governmental Related Work	\$ 1,500,000.-
	Total Work (a +b):	\$ 6,000,000.-

Services Revenue Index Number

1.	Less than \$100,000	
2.	\$100,000 to less than \$250,000	
3.	\$250,000 to less than \$500,000	
4.	\$500,000 to less than \$1 million	
5.	\$1 million to less than \$2 million	
6.	\$2 million to less than \$5 million	
7.	\$5 million to less than \$10 million	✓
8.	\$10 million to less than \$25 million	
9.	\$25 million to less than \$50 million	
10.	\$50 million or greater	

24. Principal Materials Manufacturer and Subcontractors. The BIDDER who proposes to perform WORK specified and shown on the Drawings is submitting this Bid Form. The Schedule of Bid Prices shown on the preceding pages(s) has been calculated and tabulated using basic material prices. The following is a list of material manufacturers and subcontractors whose materials and services such BIDDER proposes to furnish and utilize if awarded a CONTRACT for the WORK specified herein and shown on the Plans. It is understood that the following list is not complete, but includes the names of manufacturers of the principal components and subcontractors supplying principal services to such project. It is also understood that if awarded a Contract, the BIDDER will furnish the materials of the manufacturers and utilize the services of the subcontractors stated herein and that if for any reason whatsoever BIDDER wishes to substitute materials or subcontractors BIDDER shall request permission in writing from the CITY stating fully the reason for making such a request prior to ordering same.

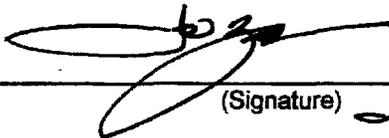
All manufacturers or their authorized vendors have been made aware of all the appropriate portions of the Bid Documents and agree that their materials will meet all of the requirements stated therein and deliveries will be scheduled so as not to impede the progress of the WORK.

Materials:

Item	Manufacturer/ OR CONTRACTOR
PIPE, VALVES, FITTINGS	FEI, PONTIAC #125
" " "	H.D. SUPPLY (WATERWORKS)
ASPHALT	HARDRIVERS, INC.
ROCK, #57, LIMESTONE	WHITE ROCK QUARRIES
TRAFFIC CONTROL	BOB'S BARACODES

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by CITY in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the CITY and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By 

(Signature) JOHN DARR

Date MARCH 20, 2014



CONFIRMATION OF DRUG-FREE WORKPLACE

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

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



Vendor's Signature



NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of FLORIDA

County of PALM BEACH

JOHN BARR, being first duly sworn, deposes and says that:

- 1) He is PRESIDENT of MADSEN-BARR CORPORATION
 (Title) (Name of Corporation or Firm)
 the bidder that has submitted the attached bid;
- 2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- 3) Such bid is genuine and is not a collusive or sham bid;
- 4) Further, such bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [Signature]
 (Title) PRESIDENT

Subscribed and sworn to before me
 This 17th day of March, 2014
 My commission expires October 9th, 2017

Diane Williams
 NOTARY PUBLIC





ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA FLORIDA)
 : SS
COUNTY OF PALM BEACH)

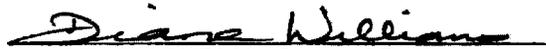
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 
NAME - SIGNATURE

Sworn and subscribed before me
this 17th day of March, 20 14

Printed Information:

JOHN BADD
NAME
PRESIDENT
TITLE


NOTARY PUBLIC, State of Florida
at Large

MADSEN BADD CORPORATION
COMPANY



Known to me

"OFFICIAL NOTARY SEAL" STAMP



**TRENCH SAFETY ACT
AFFIDAVIT**

On October 1, 1990, House Bill 3183, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Proposer, by virtue of its signature below, affirms that it is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Contractor and its subcontractors.

The proposer is also obligated to identify its anticipated method and cost of compliance with the applicable trench safety standards.

PROPOSER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96 LAWS OF FLORIDA). THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

MADSEN-BARR CORPORATION

Name of Proposer



Authorized Signature of Proposer



SAFETY PROGRAM COMPLIANCE

Safety is a high priority in the conducting of business in the City of Boynton Beach. Preference shall be given to contractors with an established safety program following O.S.H.A. guidelines, and documented results establishing a safe working environment.

1. Bidder shall provide a copy of the Safety Program(s) to be in effect for the duration of the Contract (attach to the back of this form).
2. The City reserves the right to conduct periodic safety inspections of the contractor, subcontractor, employees, agents, etc. throughout the duration of the Contract.
3. The City reserves the right to terminate the Contract where it is determined that the contractor or subcontractor is in non-compliance of the safety terms, regulations or requirements established by O.S.H.A. or the State.

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

A handwritten signature in black ink, appearing to read "J. J. [unclear]", written over a horizontal line.

AUTHORIZED SIGNATURE



WARRANTIES

In consideration of, and to induce the Award of **THE CITY OF BOYNTON BEACH, FLORIDA**, Construction Contract described in these Bid Documents, the Contractor represents and warrants to the City of Boynton Beach, Florida:

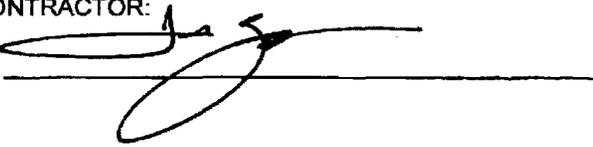
1. The Contractor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Contractor in the Construction Contract; and
2. That the facts stated in the Contractor's Bid and information given the Contractor pursuant to the request or proposal for Bids, instructions to Contractors and Specifications are true and correct in all respects; and
3. That the Contractor has read and complied with all of the requirements set forth in the request for Bids, instructions to Contractors and Specifications; and
4. That the Contractor warrants all materials supplied by it under the terms of the Construction Contract are delivered to the City of Boynton Beach, Florida, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to the City of Boynton Beach, Florida, against all persons claiming the whole or any part thereof; and
5. That the materials supplied to the City of Boynton Beach, Florida, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and
6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and
7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Contractor as per the attached Warranty.
8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the City shall give the Contractor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the City agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and
9. That this Warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amounts of One Hundred Thousand (\$100,000.00) Dollars for property damage and Three Hundred Thousand (\$300,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this Warranty; and

10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied to the City of Boynton Beach should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, the City of Boynton Beach, Florida, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the City;
11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and
12. That it is agreed and understood by the Contractor that the City of Boynton Beach, Florida, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this 20 day of MARCH, 2014.

(SEAL)

CONTRACTOR:

By _____


ATTEST:

Secretary _____

NKK EDDO



CONFIRMATION OF MINORITY OWNED BUSINESS

This requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

Is your company a Minority Owned Business? _____

Yes

No

If Yes, please indicate by an "X" in the appropriate box:

AMERICAN INDIAN

ASIAN

BLACK

HISPANIC

WOMEN

OTHER SMALL BUSINESS ENTERPRISE (SBE)
(specify)

NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES

NO

If YES, Name the Organization from which this certification was obtained and date:

PALM BEACH COUNTY, VENDOR # MAT30007
Issuing Organization for Certification

10/3/12 TO 10/2/15

Date of Certification

CERTIFICATION ATTACHED



PALM BEACH COUNTY INSPECTOR GENERAL
ACKNOWLEDGMENT

BID No. 026-2821-14/JMA

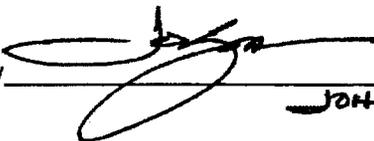
BID TITLE: REPAIRS AND EMERGENCY SERVICES FOR WATER
DISTRIBUTION, WASTEWATER COLLECTION, AND STORM WATER
UTILITY SYSTEMS

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

MADSEN-BARR CORPORATION

CONTRACTOR NAME

By 
JOHN BARR

Title: PRESIDENT

Date: 3/20/14

STATEMENT OF NO BID (N/A)

If you are not bidding on this service/commodity, please complete and return this form to: PROCUREMENT SERVICES, City of Boynton Beach, 100 E. Boynton Beach Boulevard, P.O. Box 310, Boynton Beach, Florida 33425-0310.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Boynton Beach.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to respond to your Bid No. 026-2821-14/JMA for **REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORM WATER UTILITY SYSTEMS** for the following reason(s):

_____ Specifications too "tight", i.e., geared toward brand or manufacturer only
(explain below)

_____ Insufficient time to respond to the Invitation

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

REMARKS: _____

MADSEN /BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage

Broward: (954) 489-7773 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6382

E-mail: madsenbarr@earthlink.net



MARCH 20, 2014

**TO: CITY of BOYNTON BEACH
PROCUREMENT SERVICES DIVISION**

SUBJECT: BID NUMBER 026-2821-14/JMA

**“REPAIRS and EMERGENCY SERVICES for WATER
DISTRIBUTION, WASTEWATER COLLECTION, and
STORM WATER UTILITY SYSTEMS”**

ATTACHMENTS/INSERTS:

- 1.) STATE of FLORIDA LICENSE CUC057343**
- 2.) BID QUALIFICATION ITEM # 9 (SEE INSERT)**
- 3.) BID QUALIFICATION ITEM # 11 (SEE INSERT)**
- 4.) MADSEN/BARR EQUIPMENT LIST**
- 5.) CITY of BOYNTON BEACH REFERENCES.**
- 6.) REFERENCES**
- 7.) MADSEN/BARR FINANCIAL REPORT**
- 8.) PALM BEACH COUNTY “SBE” CERTIFICATION**
- 9.) CERTIFICATE of INSURANCE**
- 10.) POLICY “SAFETY” MANUAL**



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

BARR, JOHN JEFFREY
MADSEN/BARR CORPORATION
12113 INDIAN MOUND ROAD
LAKE WORTH FL 33467

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA AC# 6258846
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CUC057343 08/09/12 118194856
 CERT UNDERGROUND & EXCAV. CNTR
 BARR, JOHN JEFFREY
 MADSEN/BARR CORPORATION
 IS CERTIFIED under the provisions of Ch. 489 FS
 Expiration date: AUG 31, 2014 LI2080902158

DETACH HERE

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AC# 6258846

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12080902158

DATE	BATCH NUMBER	LICENSE NBR
08/09/2012	118194856	CUC057343

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014

BARR, JOHN JEFFREY
MADSEN/BARR CORPORATION
12113 INDIAN MOUND ROAD
WELLINGTON FL 33449

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

MADSEN /BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage
Broward: (954) 489-7773 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6382
E-mail: madsenbarr@earthlink.net



CITY of BOYNTON BEACH BID #: 026-2821-14/JMA BID QUALIFICATIONS (BQ-2) ITEM NUMBER 9 LIST CM's and GC's WORKED FOR PAST 3 YEARS:

Michael R.T. Low
Deputy Director, Utilities
Operations & Maintenance
lowm@bbf.us



City of Boynton Beach
Utilities Department
www.boynton-beach.org

124 East Woolbright Road
Boynton Beach, FL 33435

Off: (561) 742-6403
Fax: (561) 742-6298

We Value Diversity, Integrity, Stewardship and Creativity

UTILITY SERVICES DEPARTMENT
1401 Glades Road • Boca Raton, FL 33431



LISAM. WILSON-DAVIS
Operations & Environmental Compliance Manager

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Boca Raton, Florida 33432

Tel (561) 338-7310
Cell (561) 239-8229
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lwilsondavis@myboca.us



LMK PIPE RENEWAL LLC
1131 NW 55th Street, Fort Lauderdale, FL 33309

John F. Rinehart
Vice President

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F: 954.772.0086
C: 954.448.4181
E: john@lmkpipe.com

CGC 058031
CUC 058867

LATERAL PIPE RESTORATION



Utilities & Engineering Department
5295 Johnson Road
Coconut Creek, FL 33073

Osama Elshami, PE, CFM
Director of Utilities & Engineering
City Engineer



Phone: (954) 973-6786
Fax: (954) 571-4146
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oelshami@coconutcreek.net



John Sfropoulos, P.E.
Civil Engineer III

City of Pompano Beach, Florida
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Pompano Beach, Florida 33060
954.545.7009 | f: 954.786.4028
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mypompanobeach.org

All-America City



The City of
Hollywood, Florida

James Mortel
Project Manager

Department of Public Utilities

Engineering Support Services Division
1621 N 14th Avenue
P.O. Box 229045
Hollywood, FL 33022-9045

Phone 954-921-3930
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MADSEN BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage
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E-mail: madsenbarr@earthlink.net



CITY of BOYNTON BEACH BID #: 026-2821-14/JMA BID QUALIFICATIONS (BQ-2) ITEM NUMBER 11 SIGNIFICANT PROJECTS CURRENT

- 1.) BOCA RATON 2012-030**
- 2.) BOCA RATON 2012-031**
- 3.) BROWARD COUNTY Y1035421B1**
- 4.) MIRAMAR 10-002**

NOTE: SEE ATTACHMENTS.

Madsen-Barr Corporation

**CONSTRUCTION CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

FOR

BID NO. 2012-030

Pressure Main Repair and Replacement



**CITY OF BOCA RATON
201 W. PALMETTO PARK ROAD
BOCA RATON, FL 33432
(561) 393-7871**

Utility Services

**CONSTRUCTION CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

FOR

BID NO. 2012-031

Sewer System Rehabilitation



CITY OF BOCA RATON
201 W. PALMETTO PARK ROAD
BOCA RATON, FL 33432
(561) 393-7871

Utility Services

BMIT BID TO:



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

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

INVITATION FOR BID

Bidder Acknowledgment

— GENERAL CONDITIONS —

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

BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

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

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

BID WITHDRAWAL: No Vendor may withdraw their bid before the expiration of one hundred and twenty (120) days from the date of the bid opening. Any bid submitted which alters the one hundred and twenty (120) day requirement shall be deemed non-responsive.

(Continued on Page 2)

BIDS WILL BE OPENED 2:00 p.m. June 13, 2012
and may not be withdrawn within 120 calendar days after such date and time.

BID TITLE
PIPE AND VALVE MAINTENANCE AND INSTALLATION
(NON-SHELTERED MARKET)

BID NO. Y1035421B1

PURCHASING AGENT NAME & TELEPHONE NUMBER
Ilyse Valdivia (954) 357-6078

DELIVERY DATE
6/13/12

SEE SPECIAL INSTRUCTION

CASH DISCOUNT TERMS
N/A

BID GUARANTY IS ATTACHED, WHEN REQUIRED, IN
THE AMOUNT OF \$ BID BOND ATTACHED
5% OF AMOUNT BID (ATTACHED)

REASON FOR NO BID



VISITOR

WWS Daily Security Badge Bldg. 1

NAME: John

COMPANY: _____

PERSON VISITING: John

AREA: _____

DATE: 6-13-12 TIME: 10:27 TIME LEFT: _____

PLEASE RETURN THIS BADGE WHEN LEAVING

PRINT NAME _____ TITLE _____

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

**CONFORMED AS-BID
BID NO. 10-002**

WATER & SEWER EMERGENCY REPAIR SERVICES

MADSEN-BARR CORPORATION



**BEAUTY AND PROGRESS
EST 1955**

The City of Miramar Commission:

**Mayor Lori Cohen Moseley
Vice Mayor Troy Samuels
Commissioner Winston F. Barnes
Commissioner Yvonne Garth
Commissioner Barbara Sharief**

**Robert A. Payton, City Manager
The City of Miramar
2300 Civic Center Place
Miramar, FL 33025**

January 2010

MADSEN/BARR CORPORATION

MADSEN/BARR CORPORATION		VEHICLE and EQUIPMENT LIST					
UNIT NO.	OWNER	DESCRIPTION	YEAR	SERIAL NUMBER	TAG NO.	I.M.	NOTES
001	M/B C	Kubota KX057	2012	20168	n/a	YES	Trade
002							Trade
003	M/B C	Thompson WP	1998	W-462	n/a	no	
004	M/B C	Dynapac CC102	1994	60110901	n/a	no	Trade
005							Hector
006	M/B C	Dell Trl.	1996	96000981	A948UK	no	
007	M/B C	Horizon Trl.	1994	HFL443889461280EB	A949UK	no	
008	M/B C	Wacker Equip	2012	757610488	n/a	no	pump-tam
009	M/B C	ICS 695F4 Saw	2012	20112400161	n/a	no	DIP saw
010	M/B C	PL-920 Pipe Loc	2000	PL-920	n/a	no	
011	M/B C	Central Fusion	2000	CEN-100895	n/a	no	
012							Sold
013	NE	GMC Sierra	2010	3GTRCVEO2AG228437	???????	no	
014	M/B C	F-250 Utility	2000	1FDNF20L6YEC71357	A946UK	no	
015							Burn
016	M/B C	INTL 4600	1990	1HTSAZPMXLH657531	C638YM	no	
017	M/B C	F-150 (4x4)	2013	1FTFW1EF3DFC47480	424PXJ	no	
018	M/B C	Hudson Trl.	1985	10HHT2002F1000001	n/a	no	Ranch
019	M/B C	Wacker Pump	2012	115348	n/a	no	
020	M/B C	Liebherr R902	1985	257-2829	n/a	no	
021	M/B C	General Trl.	2002	4XSPB16262G043732	G864ZQ	no	with 14
022	M/B C	Horton Trl.	2003	5E2B1162331010046	672LKP	no	wellpoint
023							Stolen
024	M/B C	TDT 1XSD Trl.	2003	5FEUS16213C009963	K625WG	no	no ins.
025							Sold
026	M/B C	F-450	2003	1FDXF46P13EC51167	I179YM	no	
027	M/B C	Econoline Trl.	2003	MG1223DE	???????	no	Tag?
028	M/B C	Kubota 161	2003	20073	n/a	no	
029	M/B C	Kubota 520	2012	20847	n/a	YES	
030	M/B C	AlumaScape	2000	1KB131K27YE116879	K624WG	no	Ranch
031	M/B C	Air Comp.	2000	AC	n/a	no	Ranch
032							Sold
033	M/B C	FP 6" PUMP	1986	FP-19	n/a	no	
034	M/B C	FP 6" PUMP	1987	7259992	n/a	no	
035	M/B C	F-250	2006	1FTSW21PX6ED85884	ARJX55	no	
036	M/B C	F-150	2011	1FTFV1EF59FB29668	ATR78	no	

MADSEN / BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage

Broward: (954) 489-7773 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6382

E-mail: madsenbarr@earthlink.net



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City of Boynton Beach
Utilities Department

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George Peck
Wastewater Supervisor
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Julianne M. Alibrandi
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City of Boynton Beach
Financial Services
www.boynton-beach.org

100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

Breeze into Boynton Beach... America's Gateway to the Gulfstream

Off: (561) 742-6322
Fax: (561) 742-6316

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Engineering Contractors • Sewer • Water • Drainage
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REFERENCES



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Director of Utilities & Engineering
City Engineer

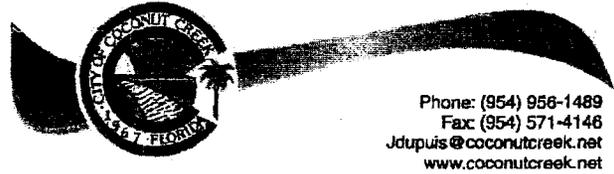


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Jean Dupuis
Assistant Director



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Chad Hancock
Supervisor - Wastewater Division



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UTILITY SERVICES DEPARTMENT

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LISAM. WILSON-DAVIS
Operations & Environmental Compliance Manager

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201 West Palmetto Park Road
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Fax (561) 338-7345
lwilsondavis@myboca.us



Mark Darmanin
Director

Broward County Commission
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Water and Wastewater Operations Division
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mdarmanin@broward.org • broward.org

L. Michael Saltzman, P.E.
Project Manager IV



Public Works Department
Seaport Engineering & Construction Division
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lsaltzman@broward.org
www.broward.org/port



The City of
Hollywood, Florida

James Mortel
Project Manager

Department of Public Utilities
Engineering Support Services Division
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Hollywood, FL 33022-9045

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Whittingham Gordon
Construction Engineer/
Inspector Supervisor
Department of Operational Services

6901 Miramar Parkway • Miramar • Florida 33023-4897

**Madsen/Barr Corporation
Financial Report
December 31, 2012 and 2011**

Coats & Associates, P.A.

Certified Public Accountant
6919 W. Broward Boulevard, No. 164
Plantation, Florida 33317
954-380-6840

Jesse F. Coats, C.P.A.

Independent Accountant's Report

April 5, 2013

Board of Directors
Madsen/Barr Corporation
Lake Worth, Florida

We have reviewed the accompanying balance sheets of Madsen/Barr Corporation as of December 31, 2012 and 2011, and the related statements of income, stockholders' equity, and cash flows for the years then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of Madsen/Barr Corporation.

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the above stated financial statements in order for them to be in conformity with generally accepted accounting principles.



Coats & Associates, P.A.

Madsen/Barr Corporation
Balance Sheets
December 31, 2012 and 2011

ASSETS

CURRENT ASSETS	2012	2011
Cash	\$ 307,764	\$ 54,934
Contracts receivable	148,043	153,795
Investments	731,195	729,123
Costs and estimated earnings in excess of billings	18,209	9,383
Loans receivable	5,750	-
Total current assets	<u>1,210,961</u>	<u>947,235</u>
PROPERTY & EQUIPMENT, at cost		
Construction equipment	334,514	334,514
Transportation equipment	255,471	255,471
Office equipment	11,615	11,615
Total	<u>601,600</u>	<u>601,600</u>
Less: accumulated depreciation	<u>(585,430)</u>	<u>(578,462)</u>
Property and equipment - net	<u>16,170</u>	<u>23,138</u>
OTHER ASSETS		
Deposits	500	500
Total assets	<u><u>\$ 1,227,631</u></u>	<u><u>\$ 970,873</u></u>

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 34,011	\$ 2,112
Billings in excess of costs and estimated earnings	69,831	16,699
Shareholder loans	49,174	49,174
Current maturities of notes payable	7,326	7,326
Total current liabilities	<u>160,342</u>	<u>75,311</u>
LONG TERM DEBT		
Notes payable and capitalized leases	17,706	25,033
Total liabilities	<u>178,048</u>	<u>100,344</u>
STOCKHOLDERS' EQUITY		
Common stock, \$1.00 par value, 1,000 shares authorized, issued and outstanding	939	939
Additional paid-in capital	99,000	99,000
Retained earnings	1,015,795	836,741
Treasury stock	(66,151)	(66,151)
Total stockholders' equity	<u>1,049,583</u>	<u>870,529</u>
Total liabilities and stockholders' equity	<u><u>\$ 1,227,631</u></u>	<u><u>\$ 970,873</u></u>

See accountant's report.
See accompanying notes.

**Palm Beach County
Office of Small Business Assistance**

Certifies That

MADSEN-BARR CORPORATION

Vendor # MADS0007

is a Small Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from October 3, 2012 to October 2, 2015

The following Services and/or Products are covered under this certification:

**CONSTRUCTION, UTILITY/UNDERGROUND PROJECTS;
EXCAVATION SERVICES;
MAINTENANCE AND REPAIR, UTILITY/UNDERGROUND PROJECTS**

Palm Beach County Board of County Commissioners

Shelley Vana, Chair
Steven L. Abrams, Vice Chairman
Karen T. Marcus
Paulette Burdick
Burt Aaronson
Jess R. Santamaria
Priscilla A. Taylor

County Administrator

Robert Weisman
Deputy County Administrator
Verdenia C. Baker



Allen F. Gray, Manager

10/3/2012





POLICY MANUAL

MADSEN/BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage

Broward: (954) 489-7773 • Palm Beach: (561) 753-6383 • Fax: (561) 753-6382

October 03, 2000

TO ALL EMPLOYEES

Welcome!

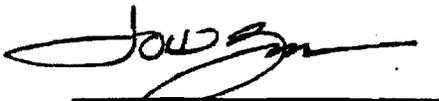
Madsen/Barr Corporation is an engineering contractor, which was established in 1980. Our corporation has diversified into two types of construction – underground utilities, sewer, water and drainage.

Madsen/Barr Corporation has built its company on the following principles in order of their importance:

1. **Safety**
2. **Customer Satisfaction**
3. **Equipment Maintenance**
4. **Production**

No matter which division you work in, Madsen/Barr Corporation wants to continue its high standards of operation and expects you as an employee to promote, adhere and abide to our policies.

Think Safety First



John Barr - President



Terry Clark - Vice President



Nick Ferro - Secretary/Treasurer

MADSEN/BARR CORPORATION POLICY MANUAL

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- g. Dress Code requires that all employees must where long pants, sleeved shirts and work shoes or boots (no tennis shoes).
- h. Ladders must be utilized for entering or exiting purposes on all manholes, wet wells, confined spaces, trenches, excavations, pits, trench shields or the like.
- i. Trench Shields requirements such as mules, shoring, sheeting, dewatering or the like to be determined by the competent person and manager on a job by job basis.
- j. Mechanical Blowers to be used prior to and during the entering of any existing manhole or confined space.
- k. Traffic vests are required to be worn by any employee working in street or roadway environments.
- l. No smoking is permitted in manholes, confined spaces, fueling operations or the like.

2. Meetings and Record Keeping

- a. Divisional managers are responsible for holding safety meetings.
- b. Divisional managers are required to hold safety meetings and safety updates at a minimum of one per week.
- c. Divisional managers are required to keep records of these meetings, correspondence, updates memos and the like. These records are kept on file in a neat and orderly fashion.

3. Fines and Penalties

- a. Employees who violate rule number A-1-a (Alcohol and/or drugs) are to be terminated at once.
- b. Employees who violate any other safety procedures will be reprimanded as follows:

1st Offense - Verbal Warning from Manager or superintendent.

2nd Offense - Written warning from divisional manager and copy filed at main office.

3rd Offense - Employee will be excused for the next work day without pay.

4th Offense - Employee will be excused for the next 5 work days without pay.

5th Offense - Employee termination.

4. Workman's Compensation Accident & Claim Procedure

- a. Managers, superintendents, foremen, operators, laborers, and all employees should ask themselves the "common sense" questions every time they start a new project with a new location. "If there was an accident. . . . Where is the closest hospital? Where is the nearest phone? What would I do if an accident occurs?"
- b. If an accident occurs on your jobsite, the attending employee should follow these steps:
 1. Obtain medical help as soon as possible for injured party if required.
 2. Contract the police, fire or rescue if required as soon as possible.
 3. Contact main office for notification as soon as possible.
 4. Contact manager for notification and assistance as soon as possible.
 5. Stay in constant communication with the main office and/or manager until injured employee is under professional medical care.
- c. Once the injured party is under professional medical care, the manager is responsible for the following:
 1. Notifying the main office as soon as possible of the accident so that a full and detailed report can be filed with workman's comp personal

A. SAFETY (Continued)

2. Secure any police, fire or rescue reports if used and forward to main office.
3. Sketch and photograph the accident site for clarification and forward to the main office.
4. Correct the cause of the accident to insure it cannot happen again.
5. If the injured employee has violated any safety policy rule or regulation which related to this accident, make sure it is noted in the accident report and personnel file of the individual.

5. Vehicle Accident Claim Procedure

If a Madsen/Barr vehicle, trailer, truck or unit of equipment is involved in an accident without bodily injury to an employee, the following procedure should apply. (NOTE: If personal injury is involved, see A-4-b.)

- a. Secure accident site so that no other injuries or accidents are caused.
- b. Contact police, fire or rescue if required.
- c. Contact main office for notification and assistance.
- d. Contact manager for notification and assistance.
- e. Give manager complete report including names, addresses, insurance carriers, police reports, fire reports, sketches and photographs if applicable.
- f. Employee involved in a vehicular accident of any occurrence shall be subjected to a drug screening within 24 hours of the accident date.
- g. Manager to give written report to main office with all pertinent facts as soon as possible.

A. SAFETY (Continued)

6. OSHA Procedure

Managers should prepare themselves and their crews for the procedure to be used if OSHA was to visit the job site. Procedure should include the following policy.

- a. Superintendent/foreman should ask OSHA Inspector for his/her credentials. Copy down their name and address or get their business card. Immediately begin taking notes on how they introduced themselves, when they arrived, what they did. Politely ask the Inspector to wait until the Madsen/Barr Corporation's designated representative arrives. Call your area manager at once to arrange this. Call the main office.
- b. Shut down operations and safely secure the job site at once.
- c. Do not answer any questions or supply any written material. Leave that to the safety representative.
- d. If the OSHA Inspector begins the inspection before the Madsen/Barr Safety Representative arrives, take notes on everything said and done. If they take a measurement, you take the same measurement.
- e. Take pictures of the Inspector performing the inspections and of everything he takes pictures of.
- f. OSHA has no authority to give orders on the job. Do not do anything they say. Job site safety is Madsen/Barr's responsibility. Do not agree with anything the Inspector says as you may be interpreted as admitting there is a violation when none actually exists.

B. CUSTOMER SATISFACTION

1. Utility Locations

Before any trenching or excavations can take place by Madsen/Barr Corporation employees, they must first have served utility locations from any and all private and public utility companies.

NOTE: UTILITY LOCATIONS TAKE A MINIMUM OF 48-HOUR NOTICE. PLEASE PLAN YOUR EXCAVATIONS ACCORDINGLY.

2. Client/Customer Communications

Please be advised that due to our constant movement in the utilities industry, it is very imperative that we notify our clients/customers of our work schedules as soon as necessary.

3. Expanding Our Client/Customer Base

Please be advised that our Utility repairs and maintenance has a great interest to all forms of municipal, county and state governments. As these persons visit our job sites, be as courteous and informative as possible to help them understand our procedures and process.

4. Customer/Resident Advance Warning Cards

Please be advised that it is our company policy to advise the residents and/or businesses in the immediate area that we are working with utilities. Water usage restriction cards must be handed out prior to our crews repairing in that particular area. These procedures work to instill trust with the taxpayers for whom we provide our service.

C. EQUIPMENT MAINTENANCE

1. Service/Maintenance Reporting System

- a. Each divisional manager is responsible for maintaining his or her fleet of equipment.
- b. Each divisional manager shall keep records of service/maintenance history of his fleet on file at his home office.
- c. Each divisional manager is responsible for submitting a summary of service and maintenance on his fleet to the main office on the first Monday of every month. The summary shall include the following information as a minimum:
 - i. Unit Number
 - ii. Description of Unit
 - iii. Mileage and/or hours of unit
 - iv. Date of service/maintenance, if applicable
 - v. Mileage and/or hours of service/maintenance, if applicable.
 - vi. Description of service/maintenance, if applicable.
 - vii. Mileage and/or hours next service date.

This information will be entered into the new computer system for complete fleet monitoring and cost analysis.

2. Quick Check Service Tags

Each divisional manager shall be responsible for insuring that all units maintain their current service yellow tags. These tags are used as a reminder to the operations as to when the periodic service requirements are needed. This procedure is deployed so that any individual can readily check to see when any unit has been serviced and when the next service is due.

NOTE: IF ANY UNIT IS BEING OPERATED WITHOUT THE SERVICE IDENTIFICATION TAG, IT WILL BE SHUT DOWN UNTIL THE POLICY IS CORRECTED.

C. EQUIPMENT MAINTENANCE (Continued)

3. Equipment Appearance Record Keeping

Our firm prides itself on the appearance and proper maintenance of its fleet of equipment. All employees should strive to insure that the units in our fleets be kept clean, neat, washed and in good working condition.

NOTE: ABUSIVE USE OF ANY MADSEN/BARR FLEET EQUIPMENT IS SUBJECT FOR EMPLOYEE DISMISSAL.

D. PRODUCTION

1. Key to Success

Production is the key to our firm's success. We strive to obtain maximum efficiency and production without jeopardizing safety.

2. Overtime

Overtime relates to production and is an important part of our organization. However, overtime hours must be utilized to increase and promote production.

3. Rate of Production

This relationship is what separates our firm's from others. We must always strive for the highest rate of production as possible without jeopardizing safety or production.

E. EMPLOYEE BENEFITS

1. Vacation Pay

- a. The maximum number of vacation days allowed with pay will not exceed five (5) days, until after one (1) year of service.
- b. You may elect to cash in your vacation days(s) at the end of the calendar year (December 31st). We will no longer pay an employee for cashed in vacation time until the end of the year.
- c. Vacation days are not cumulative. You either use the days or loose them.

2. Holiday Pay

- a. Employees will be paid for the following holidays:

New Year's Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas Day

NOTE: If any of these holidays fall on Saturday or Sunday
- no pay will be provided.

3. Health Insurance

- a. Madsen/Barr Corporation is going to have a group Health Insurance Plan. This plan will have coverage for Medical, Dental and Vision.

E. SUBSTANCE ABUSE PROGRAM

1. Statement of Policy

Madsen/Barr Corporation acknowledges the problem of substance abuse (including alcohol) in our society. Furthermore, we see substance abuse as a serious threat to our staff and customers. We are addressing this problem by implementing the following procedures to ensure that Madsen/Barr Corporation will have a drug-free workplace.

The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free environment. Drug and alcohol addiction is a complex, yet treatable, disease. Our commitment to eradicating substance abuse in the community reflects our firm belief that by helping to build this community, we build our company.

While Madsen/Barr Corporation understands employees and applicants under a physician's care are required to use prescription drugs, abuse of prescribed medications will be dealt with in the same manner as the abuse of illegal substances.

With these basic objectives in mind, Madsen/Barr Corporation has established the following policy, with regard to use, possession or sale of alcohol and drugs. All drug and alcohol testing will be done under current Department of Transportation (DOT) guidelines.

2. Definition

- a. "Legal Drug" includes prescribed drugs and over the counter drugs which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.
- b. "Illegal Drug"
 - 1) which is not legally obtainable;
 - 2) which may be legally obtainable but has not been legally obtained; or
 - 3) which is being used in a manner or for a purpose other than as prescribed.

3. Policy and Work Rule

Madsen/Barr Corporation is committed to creating and maintaining a drug-free workplace. Our policy is to employ a work force free from use of illegal drugs and abuse of alcohol. Any employee determined to be in violation of this policy is subject to disciplinary action, which may include termination, even for the first offense. In order to maintain this commitment, Madsen/Barr Corporation will establish the programs and rules set forth as follows:

- a. General Procedures - Any employee reporting for work who is reasonably believed to be under the influence or in possession of illegal drugs or alcohol will not be allowed to work. The employee's supervisor should have the employee observed by a second supervisor or manager to witness the condition of the employee. Any employee reasonably believed to be under the influence of illegal drugs or alcohol will be escorted to a Madsen/Barr Corporation authorized testing agent so that a urine test may be performed for the purpose determining the presence of illegal drugs or alcohol. A positive test will result in immediate termination or suspension without pay. Workman's compensation and unemployment insurance are not paid for accidents, suspension, or termination due to drugs or alcohol.

- b. Pre-employment Drug Abuse Screening - All job applicants at Madsen/Barr Corporation will undergo screening for the presence of illegal drugs or alcohol as a condition for employment. Any applicant with positive test results will be denied employment at that time, but may initiate another inquiry with the company after six months.

Madsen/Barr Corporation will not discriminate against applicants for employment because of past abuse of drugs or alcohol. It is the current abuse of drugs and alcohol which prevents employees from properly performing their jobs that Madsen/Barr Corporation will not tolerate. Employees that test positive after employment may re-test within thirty days. A re-test after a positive result will be done at the employees expense with the approval of their supervisor.

- c. Current Employee Drug and Alcohol Abuse Testing -
Madsen/Barr Corporation will maintain screening practices to identify employees who use illegal drugs or abuse alcohol, either on or off the job. It shall be a condition of continued employment for all employees to submit to drug screen:
- 1) when there is a reasonable suspicion to believe that an employee is using or has used illegal drugs or abusing or has abused alcohol.
 - 2) when there is any mishap or accident involving the employee in which injury to persons or damage to property has occurred;
 - 3) upon return from extended absences.
 - 4) random testing in accordance with DOT guidelines:
 - a) all new employees will be tested (pre-employment test).
 - b) Current employees will be tested before promoted or transferred from a non-driving to a driving or safety-sensitive position. Safety-sensitive positions include, but are not limited to:
 - i. driving
 - ii. time waiting to be dispatched
 - iii. inspecting or servicing equipment
 - iv. loading or unloading - including assisting and/or supervising the operation
 - v. securing vehicle following an accident
 - vi. repairing or attending a disabled vehicle.
 - c) random drug testing for all personnel so that a:
 - i. minimum of 50% of all CDL drivers are tested each year for drugs
 - ii. minimum of 50% of all remaining personnel are tested each year for drugs

- iii. minimum of 25% of all CDL drivers are tested each year for alcohol
- iv. minimum of all remaining personnel are tested each year for alcohol

d. Grounds for Termination or Discipline

- 1) **Illegal Drug Use - Any employee bringing onto the Company's premises, property or job sites, having possession of, being under the influence of, possessing in the employee's body, blood or urine in any detectable amount, or using, consuming, transferring, selling or attempting to sell or transfer any form of illegal drug as defined above while on Company business or at any time during the hours between the beginning and ending of the employee's work day, whether on duty or not, and whether on Company business, property or not, is guilty of misconduct and is subject to discipline, including discharge or suspension without pay from employment, even for the first offense. Failure to submit to required medical or physical examinations or tests is misconduct and is grounds for discharge or suspension without pay from employment.**
- 2) **Alcohol Abuse - Any employee who is under the influence of alcohol at any time while on Company business or at any time during the hours between the beginning and ending of the employee's work day, whether on duty or not and whether on Company business or property or not, shall be guilty of misconduct and is subject to discipline, including discharge or suspension without pay from employment, even for the first offense.**

An employee shall be determined to be under the influence of alcohol if:

- a) **the employee's normal facilities are impaired due to consumption of alcohol,**
or

F. SUBSTANCE ABUSE PROGRAM (Continued)

- b) the employee has a blood alcohol level of .05 or higher.

Failure to submit to required medical or physical examinations or tests is misconduct and is grounds for discharge or suspension without pay from employment.

**MADSEN/BARR CORPORATION
SUBSTANCE ABUSE PROGRAM**

ACKNOWLEDGED RECEIPT OF SUBSTANCE ABUSE PROGRAM

I, _____, acknowledge receipt of Madsen/Barr Corporation's Substance Abuse Program.

I completely understand that I am subject to termination should I not comply with this policy.

SIGNATURE: _____

DATE: _____

MADSEN / BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage
Broward: (954) 489-7773 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6382
E-mail: madsenbarr@earthlink.net



MARCH 20, 2014

**CITY of BOYNTON BEACH
BID # 026-2821-14/JMA**

RESUMES:

**JOHN BARR, UNIVERSITY of ALABAMA, B. S. in CIVIL ENGINEER, 1976
38 YEARS of FIELD EXPERIENCE.
TERRY CLARK, 35 YEARS of FIELD EXPERIENCE.
NICK ERRO, 33 YEARS of FILED EXPERIENCE.**

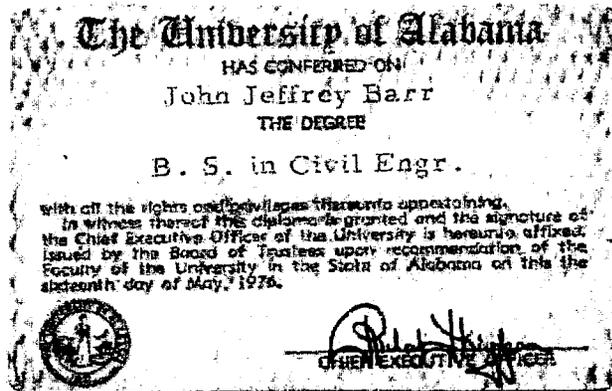


EXHIBIT B

EXHIBIT C

MADSEN /BARR CORPORATION

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 E-mail: madsenbarr@earthlink.net



COST ESTIMATE - MAY 12, 2015

SOLD TO: CITY of POMPANO BEACH
 UTILITIES DEPARTMENT
 1201 NE 5TH AVENUE
 POMPANO BEACH, FLORIDA 33060

ATTENTION: MR. JOHN SFIROPOULOS, P.E., CIVIL ENGINEER

SUBJECT: CITY of POMPANO BEACH
 ANDREWS AVENUE (FDOT) WATER and SEWER ADJUSTMENTS

CONTRACT: CITY of BOYNTON BEACH, PROJECT # 026-2821-14/JMA
 "REPAIRS and EMERGENCY SERVICES for WATER DISTRIBUTION,
 WASTEWATER COLLECTION and STORM WATER UTILITY SYSTEMS"

FURNISH and INSTALL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GC-4	NON-Emergency Mobilization in ROW	1	LS	\$ 500.00	\$ 500.00
GC-7	Pre-During-Post Digital Photos	1	LS	\$ 300.00	\$ 300.00
GC-9	M.O.T. City Arterial Street	1	EA.	\$ 600.00	\$ 600.00
GC-11	Density Tests (Actual Cost)	8	EST.	\$ 18.00	\$ 144.00
GC-12	Proctor Tests (Actual Cost)	1	EST.	\$ 75.00	\$ 75.00
GC-16	Permits (Actual Cost)	1	EST.	\$ 1.00	\$ 1.00
SWR-74	8-Inch DIP Epoxy Lined Sewer 3/6' cut	200	LF	\$ 140.00	\$ 28,000.00
SWR-104	Pipe Crew Hours >5' cut Tie-in existing	1	HR.	\$ 755.00	\$ 755.00
WTR-15	12-Inch Water Main in ROW	200	LF	\$ 105.00	\$ 21,000.00
WTR-23	DIP Fittings for Water Main	.34	TN.	\$ 10,000.00	\$ 3,400.00
WTR-28	12-inch Megalugs	14	EA.	\$ 137.00	\$ 1,918.00
WTR-41	12-inch Restraint Gasket	10	EA.	\$ 208.00	\$ 2,080.00
WTR-56	12-inch Gate Valve and Box	4	EA.	\$ 2,300.00	\$ 9,200.00
WTR-85	12-inch Connection to existing WM	1	EA.	\$ 3,850.00	\$ 3,850.00
R-26	12" Compacted Subgrade 98% T-180	180	SY	\$ 22.00	\$ 3,960.00
BP-1	8" Bypass sewer set up	1	EA.	\$ 500.00	\$ 500.00
WP-1	Well Point System, complete	0	DAYS	\$ 4,000.00	\$ 0.00

TOTAL COST ESTIMATE *** \$ 76,283.00**

- NOTES:**
- 1.) PERMITS and FEES NOT INCLUDED.
 - 2.) 8" DIP CL 52 PIPE (EPOXY) is \$40.00 per LF

population. You can find resources on accessibility at <http://dos.myflorida.com/cultural/info-and-opportunities/resources-by-topic/accessibility/>.

We encourage all applicants to include images in the support materials showing the use of accessibility symbols in marketing materials.

The City of Pompano Beach is committed to serving the needs of all of its citizens and visitors. Accessibility and universal design are important aspects of the design process for the Public Library and Cultural Center. The design team recognizes that many patrons using the facilities may require additional consideration. The facilities' designs take all of these populations into account and will meet all federal, state and local regulations. Accessible programming will be managed by a Facility Manager and Accessibility Coordinator who will be required to complete the Section 504 Self Evaluation Workbook or the Abbreviated Accessibility Checklist.

The Cultural Center's site design provides accessible parking at locations in each parking area (both Public and Staff) with a clearly delineated accessible route into the building. Accessible routes are provided from the parking areas to the front door of the facility and from the staff parking areas to both the staff entrance and public entrances. The number of accessible parking spaces is in compliance with Florida Building Code (Accessibility) and also provides for the larger accessible van parking spaces. Additionally, a Drop-Off space has been provided near the front entrance, offering those with mobility issues immediate access to the front door of the facility. Although not required by Florida Building Code, all public entrances are equipped with ADA accessible push-button door operations for ease of use.

The facility is completely accessible on all levels, with accessible routes provided to all floors. ADA compliant elevators will be installed at both the Cultural Center and Library. In addition, the project provides complete ADA compliant access to the Catwalk/Control Room level of the Cultural Center, which exceeds Florida Building Code (Accessibility) requirements. Stairways are provided with ADA compliant rails at all vertical circulation areas.

All staff and public restrooms meet ADA regulations. Counters and service access points are provided with ADA approved sections.

The facility's life safety systems are ADA compliant, with voice annunciation provided at the Cultural Center assembly areas to help those with vision problems exit the building safely.

Signage, provided at each room in the facility, includes room names and room numbers in high contrast lettering and in braille signage for the vision impaired.

The City of Pompano Beach has a designated ADA Coordinator to facilitate assistance for disabled persons. The ADA Coordinator is able to assist members of the public with the provision of auxiliary aids and services for City meetings, programs and events with the support of all city departments. The ADA Coordinator also investigates and seeks to resolve any complaints regarding accessibility to City facilities or programs. Persons with disabilities may contact the City's ADA Coordinator to request reasonable accommodation and/or wheelchair and/or wheelchair companion seating to fully participate in any City event.

F. Attachments and Support Materials

Attachments

No attachments required

Support Materials

Applicant has chosen to **upload** support materials.

#	Title
1	<u>COPB Press Releases (pdf, 1 MB)</u> Press Releases covering COPB Arts & Cultural Events and Activities
2	<u>COPB Media Articles (pdf, 9.2 MB)</u> Newspaper and online media articles covering COPB Arts & Cultural Events
3	<u>COPB Promotional Materials (pdf, 4.7 MB)</u> Flyers and brochures promoting COBP
4	<u>Pompano Beach: Online (pdf, 1 MB)</u> Links to online tourism and public relations brochures, videos and articles
5	<u>Supplement 3 COPB CAFR (pdf, 1 MB)</u> Fiscal Stability

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FL, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONSTRUCTION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND DP DEVELOPMENT OF THE TREASURE COAST, LLC; PROVIDING AN EFFECTIVE DATE (\$183,375.00)

Summary of Purpose and Why:

The City of Pompano Beach experiences periodic flooding along Riverside Drive, partially due to the Intracoastal Waterway flowing in reverse through the stormwater outfalls and out through the drainage basins, especially during extreme lunar tides. In order to reduce the flooding, flow operated check valves are required to be installed at five (5) outfall locations along South and North Riverside Drive. DP Development of the Treasure Coast, LLC was selected per Request for Proposals E-53-14, to design, permit and install these check valves for this project.

Attached is the Construction Contract along with the following exhibits: Exhibit A: Plans and Submittals, Exhibit B: Conditions of the Contract, Exhibit C: Contract Breakdown, Exhibit D: Partial Waiver of Lien and Affidavit of Payment Form, and Exhibit E: Final Waiver of Lien and Affidavit of Payment Form.



Accomplishing this item supports achieving Initiative 1.6, "Improve Stormwater disposal and treatment process" identified in the City's Quality and Affordable Services Strategy.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff, Stormwater Master Plan
- (2) Primary staff contact: A. Randolph Brown / John Sfiropoulos, P.E. Ext 7044 / 7009
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: CIP 14-235, Account No. 425-7513-538.65-12, \$183,375.00

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Utilities	<u>5-14-15</u>	APPROVE	<u>[Signature]</u>
City Attorney	<u>5/15/15</u>	APPROVE	<u>[Signature]</u>
Finance	<u>5-14-15</u>	APPROVE	<u>[Signature]</u>
Budget	<u>5/18/15</u>	APPROVE	<u>[Signature]</u>

Advisory Board
 Development Services Director
 City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-933

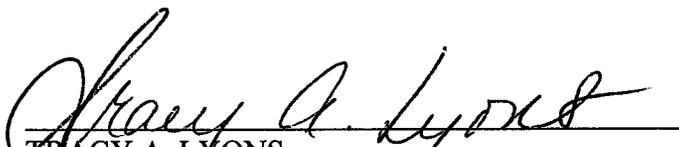
May 1, 2015

TO: Alessandra Delfico, P.E., City Engineer
FROM: Tracy A. Lyons, Assistant City Attorney
RE: Resolution – Construction Agreement
DP Development of the Treasure Coast, LLC

Pursuant to your request, I have prepared and attached the following captioned resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONSTRUCTION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND DP DEVELOPMENT OF THE TREASURE COAST, LLC; PROVIDING AN EFFECTIVE DATE.

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


TRACY A. LYONS

/jrm
l:cor/engr/2015-933

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 CONSTRUCTION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND DP DEVELOPMENT OF THE TREASURE COAST, LLC; 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 DP Development of the Treasure Coast, 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 DP Development of the Treasure Coast, 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

CONSTRUCTION CONTRACT

This agreement is made on the _____ day of May, 2015, by and between **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 Boulevard, Pompano Beach, Florida, 33060, referred to below as "owner," and **DP Development of the Treasure Coast, LLC**, a Florida corporation, having its principal office at 2240 NW 22nd Street in Pompano Beach, referred to below as "contractor."

In consideration of their mutual promises, the parties agree as follows, intending to be legally bound by this contract:

1. *Contract.* The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated in it. The Contract represents the entire and integrated agreement between the parties to it and supersedes prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be changed and are not subject to negotiation.

2. *Work.* Contractor agrees to install five Tideflex valves in substantially the format shown in the attached drawings as per the attached quote, which plans are incorporated here by this reference as Exhibit "A," and in accordance with the conditions of the contract attached to this contract as Exhibit "B",. Contractor agrees to furnish all of the materials, equipment, services, personnel and labor and to acquire all permits and approvals required by law to accomplish the work delineated in this contract, the plans, drawings and specifications and the attachments to this contract (referred to below as the "contract documents"). The following shall also apply:

(a) Notwithstanding the above, the following are not included in this contract: asphalt paving, striping, bumpers, fencing, and landscaping.

(b) Contractor shall perform the work in a good and workmanlike manner, promptly and diligently, in accordance with the contract documents and this contract. Unless otherwise specified in the contract documents, contractor shall use new, high-quality materials. Contractor shall furnish materials and labor that are free from faults and defects and which conform to the plans and contract documents.

(c) The work shall result in a finished project in which the additions and renovations match the remainder of the project so that the result is structurally sound and complete facility.

(d) Contractor shall make records and reports and furnish personnel and facilities as required to complete the work, and perform all other obligations required in this contract to be performed by contractor.

(e) Contractor shall obtain all permits and approvals necessary for construction and use of the completed project from any and all governments, boards and agencies. Contractor shall perform the work so that the work and project fully comply with all applicable building, zoning and other applicable codes. The contractor will pay for all such costs, fees and other amounts as part of the cost of performing this contract. Contractor will be reimbursed for all fees associated with all permits, impact fees, insurance, fees and charges levied by or on behalf of any governmental entity relating to the work.

3. Owner designates Michael Taylor as owner's agent for the purpose of this contract, to serve without compensation from either owner or contractor unless expressly approved by the owner's board of directors. Owner authorizes owner's agent to communicate with contractor, to inspect the work from time to time, to receive invoices from contractor, and to approve invoices for payment by owner. Owner's agent is not authorized to increase the contract sum or to issue change orders the net effect of which would increase the contract sum. Owner's agent may issue change orders that add and subtract to a net amount that would not increase the contract sum. In no case may the contract sum be increased above the amount set forth in Paragraph 7 of this contract unless expressly approved by the owner's board of directors.

4. Schedule. Contractor shall commence work under this contract within fifteen (15) days after the date of this contract.

5. The Contractor shall achieve Final Completion of the entire Work not later than 120 calendar days commencing with the date set forth in the NOTICE TO PROCEED as issued by the Owner, subject to adjustments of this Contract Time as provided in the Contract Documents.

6. Contractor's time for completion shall be extended one day for each day of delay caused by acts of God and force majeure; provided however, that contractor must give owner written notice of the delay immediately after occurrence of the act causing the delay. Force majeure means that contractor cannot perform the work due to causes that are both: (a) outside the control of contractor and those working under contractor; and (b) could not be avoided by exercise of due care.

(a) Title. Title to material and equipment furnished by contractor for incorporation in the work covered by this contract shall pass to owner on delivery to the job site. Contractor shall however, nonetheless remain liable for the safekeeping and preservation of the material and equipment, and for loss, theft or damage to it pending completion of the work by contractor and acceptance of the work by owner.

7. *Contract Sum.* Owner shall pay contractor for the performance of the contract the fixed contract sum of \$183,375.00, which is based on the contract breakdown set forth on Exhibit "C" attached to this contract and incorporated by reference.

8. *Progress Payments.* Owner shall make progress payments to contractor in the following manner:

(a) On the first day of every month contractor shall submit an itemized invoice to owner showing the value of the work in place and performed by contractor during the previous month, excluding all values which may have been included in previous invoices submitted by contractor under this contract. The value of the work in place shall be based on the contract breakdown attached to this contract as Exhibit "C" and shall include only line items that have been completed. The itemization shall include the names, work performed, and bills of all laborers, subcontractors, and materialmen performing work on the job. The value of the work in place shall not include materials stored off the construction site. The value of the work in place shall not exceed the contract sum stated in Paragraph 7 above. Contractor shall at the same time furnish to owner properly executed partial waivers of lien and affidavits of payment in the forms of Exhibit "D" and Exhibit "E" attached to this contract from contractor and from all subcontractors, laborers, suppliers and materialmen who have furnished work, equipment or material to the project. The partial completion date in each lien waiver shall be filled in to be the same as the date of contractor's current invoice and not its last invoice. Owner shall have the right to approve or disapprove the amount specified by contractor as the value of work in place, and any dispute shall be submitted to architect for determination of the value of work in place for the purpose of that progress payment.

(b) Within ten (10) days after owner's receipt of the progress payment invoice and all lien waivers/affidavits, owner shall pay to contractor as the progress payment an amount equal to 90% of the value of work in place, but less the total of prior progress payments, so that the total of progress payments shall never exceed 95% of the contract sum is reserved for final payment.

(c) Disbursement of each progress payment by owner to contractor is conditioned on owner's approval of construction after inspection of the work from time to time by owner or owner's agent. Progress payments may be withheld if any of the following occur: (a) work is found defective by owner and not remedied by contractor; (b) contractor does not make prompt and proper payments to subcontractors, laborers and materialmen; (c) contractor does not make prompt and proper payments for labor, materials or equipment furnished; (d) claims of lien are filed; or (e) contractor fails to maintain insurance or otherwise breaches this contract.

(d) Progress payment shall be paid within 45 days after owner's receipt of the progress payment invoice and all lien waivers/affidavits, unless owner disapproves the value of work in place stated in the invoice.

9. *Final Payment.* Owner shall make final payment to contractor within 30 days after all of the following are completely done:

(a) Performance of all of the work by contractor in accordance with the terms of the contract documents is fully completed to owner's satisfaction;

(b) Contractor has performed the items contained on a walk-through checklist or punch list compiled by owner;

(c) Contractor has delivered to owner a final waiver of lien and affidavit of payment, in the form of Exhibit "E" attached to this contract, from contractor and all subcontractors, suppliers and materialmen who have furnished any work or materials to the project, and acknowledging payment in full through the completion of the work;

(d) Contractor has furnished to owner evidence satisfactory to owner as to the payment of all bills for the work; and

(e) Contractor has furnished owner with contractor's statement under oath as required by Fla. Stat. § 713.06(3)(d)(1).

10. OWNER'S RESPONSIBILITIES

(a) Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.

(b) **OWNER'S RIGHT TO STOP THE WORK** If the Contractor fails to correct any Work, that is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed by the Owner's Representative may order the Contractor to stop the Work, or any portion of it, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity

(c) **OWNER'S RIGHT TO CARRY OUT THE WORK** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents with due diligence and fails to provide a schedule of repairs and commence the repairs within a period of time, to be determined by the Owner, Owner in its sole discretion, may after such period of time, and without prejudice to other remedies the Owner may have, withhold progress payments until the Contractor substantially completes the repairs cited in the Owner's notice. If the Contractor fails to substantially complete the repairs, the Owner may contract with another contractor for the necessary repairs. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Contractor's failure to substantially complete the repairs may, at the Owner's sole discretion, be a reasonable basis for the Owner to terminate the contract.

(d) **OWNER'S RIGHT TO PERFORM WORK AT THE SITE** Contractor shall have the non-exclusive right to perform work at the Project site. The Owner and Owner's Contractors and Subcontractors shall be allowed to work at the Project site, as long as such work does not interfere with the Contractor's work.

11. CONTRACTOR'S RESPONSIBILITIES

(a) The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Owner and Consultant at once. The Contractor shall perform the Work in accordance with the Contract Documents and submittals.

(b) The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents specifically provide otherwise.

(c) The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a Contract with the Contractor.

(d) The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

12. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

(a) Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required, the way the Contractor proposes to conform to the information given, and the design concept expressed in the Contract Documents.

(b) The Contractor shall review, approve and submit to the Owner Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor that are not required by the Contract Documents may be returned without actions.

(c) The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the Consultant has approved the respective submittal. Such Work shall be in accordance with approved submittals.

(d) By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related to them, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

13. *Changes.* If Owner desires to make additions, deletions or other revisions in the work after this contract is signed by both Contractor and Owner, contractor agrees that it will fully cooperate with owner in arriving at the basis of compensation for the change, if any, and for any adjustment in the time for performance occasioned by the change. If owner and contractor do not otherwise agree, then the compensation for the change shall be equal to contractor's actual cost of labor and materials plus 15% of those costs for contractor's overhead and profit. Contractor shall not be authorized to proceed with any change in the work unless and until it has been directed by written change order signed by owner and accepted by contractor, specifying the adjustment, if any, in the compensation and time for performance occasioned by this change. Contractor, to the extent possible, shall perform work under change orders concurrently with other work so as not to exceed the required time for completion of work under this contract.

14. *Insurance.* Prior to commencing work under this contract, contractor shall furnish certificates of comprehensive general liability, bodily injury and property damage liability insurance on all automotive or truck equipment to be used in the performance of work under this contract, with limits of no less than \$1,000,000 per person and occurrence for bodily injury and \$1,000,000 per occurrence and aggregate for property damage. Contractor shall also furnish certificates evidencing workers' compensation insurance coverage as required by law, written by an insurance company authorized and qualified to write workers' compensation insurance in Florida. The certificates shall state that the premium for the insurance has been paid and that the insurance company agrees to give owner at least 30 days' written notice prior to termination of the insurance.

15. *Indemnification.* Contractor agrees to indemnify, defend and hold owner and owner's employees, agents, officers and directors harmless from all actions, suits, debts, dues, sums of money, attorney's fees, expenses, property damage, personal injury, third party liability, controversies, damages, penalties, punitive damages, fines, losses, interest, costs, judgments, claims, settlements, and demands, in law or in equity, on or by reason of any matter, cause or thing which relate to or arise from, in whole or in part, the work or any act or omission of contractor or anyone working under by, under or through contractor. This is a continuing obligation that shall survive the termination, expiration and performance of the other provisions of this contract.

Nothing contained herein shall constitute a waiver of sovereign immunity in accordance with Chapter 768.28 Florida Statutes.

It should be noted that the condition of the sea wall is an unknown at the time of this contract. The design of the Tideflex valves being installed by the Contractor is designed to transfer the dead loads to the surrounding pipe as opposed to the wall. Contractor will exercise due care in drilling connections into the wall, and will patch and epoxy connections as needed. However there is no way to test the integrity of these older walls long-term. The contractor assumes no liability for failure of the walls as a result of installation of the Tideflex valves after a period of three (3) years.

16. *Protection of Work and Property.* Contractor shall continuously maintain adequate protection from damage for all its work and for the other property at the jobsite and shall pay

for the replacement or repair of any damage or loss to the work and to owner's property. Contractor shall take precautions to prevent intrusion of water and other natural elements into the work and property.

17. *Default.* Time, orderly progress of work and completion of the work within the time provided for by this contract are the essence of this contract. It is accordingly agreed that Contractor is in default of this contract if any of the following occur:

(a) Contractor at any time and in any respect fails to prosecute the work required by this contract steadily and with such promptness and diligence as deemed necessary to assure completion by the time provided for by this contract; or

(b) Contractor does not complete the construction, installation and other work required by this contract in accordance with the contract documents on a schedule so as to be completed on or before the date provided for in this contract for the completion; or

(c) Contractor fails to perform any of the provisions of this contract and the failure continues for a period of ten (10) *days* after written notice of the failure to perform from owner to contractor.

If Contractor is in default, in addition to any other remedies at law or equity, owner may notify contractor in writing to stop all work and may take possession of the premises and work and of all materials and equipment, other equipment owned by contractor, and complete the unfinished work by any method owner may deem expedient and charge the cost and damages incurred in doing same against the remaining contract sum still unpaid, and if the costs and damages exceed the remaining contract sum still unpaid contractor shall pay owner the difference on written demand.

18. *Warranties.* Contractor guarantees and warrants to owner and its successors and assigns as follows, all of which shall survive the termination, expiration and performance of the other provisions of this contract:

(a) Contractor at its sole cost and expense shall promptly repair, correct or replace any defective materials, equipment and work furnished or performed by contractor or its subcontractors or materialmen which exist within one year after final payment or acceptance of the work by owner;

(b) there shall be no defects in material or workmanship in the work; and

(c) the improvements shall be constructed in a good and workmanlike manner and shall be in compliance with all applicable ordinances, statutes, codes and regulations of local, county, state and federal agencies.

In addition to these warranties of contractor, contractor also transfers and assigns to owner the following:

(a) all manufacturer's and distributor's warranties on the work, fixtures and equipment included in the improvements;

(b) all subcontractors' and materialmen's warranties for their work and material; and

(c) the roof warranty and guarantee of the roofing subcontractor and manufacturer.

19. *Miscellaneous.* This instrument and the contract documents incorporated into it by reference contain the entire contract of the parties. It may not be changed orally but only by a contract in writing or written change order as provided above, which must be signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. This contract shall be interpreted under Florida law and shall be binding on and inure to the benefit of and be enforceable by the respective heirs, personal representatives, successors and assigns of the parties. If there is a breach of this contract and litigation ensues, the prevailing party in the litigation shall be entitled to recover costs and reasonable attorney's fees from the other party. Paragraph headings are inserted only for convenience and are not to be construed as part of the contract or a limitation of the scope of the particular paragraph to which they refer. This contract may be assigned only with the written consent of both parties. The waiver by any party of a breach of any provision of this contract must be in writing and shall not operate or be construed as a waiver of any subsequent breach by any party.

In witness of the above, contractor and owner have signed this contract the date first written above.

“THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK”

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:

M. Cabanad

LLCSignature

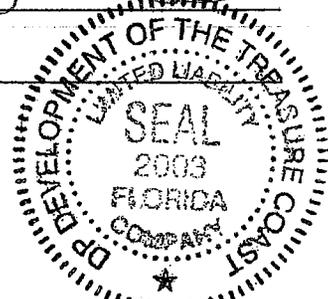
[Handwritten Signature]

Signature

By: DP Development of the Treasure Coast,

Print Name Patrick Borrigo

Title: Managing Member



STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 29th day of April, 2015, by Patrick Borrigo, as Managing Member of DP Development of the Treasure Coast, LLC, a Florida corporation. He is personally known to me or who has produced (type of identification) as identification.

NOTARY IS SEAL:

[Handwritten Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Mary Grey

(Name of Acknowledger Typed, Printed or Stamped)

FF 132864

Commission Number



EXHIBITS TO CONSTRUCTION CONTRACT

- A. Plans and Submittals
- B. Conditions of the Contract
- C. Contract Breakdown
- D. Partial Waiver of Lien and Affidavit of Payment form
- E. Final Waiver of Lien and Affidavit of Payment form

EXHIBIT "A"

Plans and Submittals

1. Shop Drawing Submittal 01 Epoxy Polyurethane Sealant and and Concrete Grout Specifications
2. Shop Drawing Submittal 02 Tideflex Check Valve
3. Shop Drawing Submittal 03 Wood Pilling
4. Shop Drawing Submittal 04 Plans
5. Shop Drawing Submittal 05 Stainless Steel

GENERAL SPECIFICATIONS

1 Materials



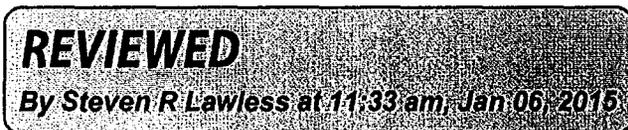
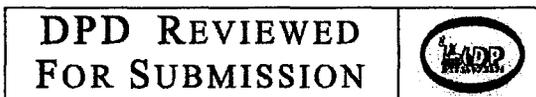
All materials shall be as follows:

- 1 Grout to be SikaGrout 212
- 2 Cement to be Rapid Set Concrete mix
- 3 Epoxy to be HIT-RE 500 Epoxy Adhesive Anchoring System
- 4 Insert/flange assembly 2205 Duplex or Super Duplex Stainless steel. All stainless steel welds shall be performed at the factory and appropriately treated to remove heat tint.
- 5 6 (or 8 for 36 in) Flange Face Bolts to be 12 inch long, 5/8 in dia SS, fully threaded and epoxied into wall and soil, with 1 in x 5/8 threaded nuts using 2205 Duplex or Super Duplex Stainless steel
- 6 Internal bolting to be 8 - 8 in long, 1/2 in diameter threaded epoxied through fiberglass insert, pipe and surrounding soil with 1/2 in threaded nuts using 2205 Duplex or Super Duplex Stainless steel

See attached manufacturer's material for details.

2. Installation

Installation of all materials shall be in conformance with the manufacturer's recommendation. No deviations from the recommended installation practice will be permitted.



Dymonic® FC

Low Modulus, Polyurethane Sealant

Product Description

Dymonic® FC is a high-performance, low modulus, one-component, moisture-cure, polyurethane sealant.

Basic Uses

Dymonic FC is a durable, flexible, sealant that offers excellent performance in moving joints and exhibits tenacious adhesion once fully cured. Typical applications for Dymonic FC include expansion and control joints, precast concrete panel joints, perimeter caulking (windows, door, panels), EIFS, aluminum, masonry & vinyl siding.

Features and Benefits

Dymonic FC is fast curing with a skin time of 60 minutes and a tack-free time of 3-4 hours to significantly reduce dirt-pick up. It will not green crack due to early movement and has an exceptional movement capability of +100 / -50%. Dymonic FC will not crack or craze under UV exposure.

Colors

Almond, Beige, Black, Anodized Aluminum, Aluminum Stone, Bronze, Buff, Dark Bronze, Gray, Limestone, Off White, Redwood Tan, Stone, White, Natural Clay

Packaging

10.1 oz (300 ml) cartridges; 20 oz (600 ml) sausages; 2 (7.6 L), 3 (11.4 L) and 5 (19 L) gallon pails.

Coverage Rates

308 linear feet of joint per gallon for a 1/4" X 1/4" joint. For specific coverage rates that include joint size, and usage efficiencies, visit our website usage calculator at www.tremcosealants.com.

Applicable Standards

Dymonic FC meets or exceeds the requirements of the following specifications

- ASTM C 920 Type S, Grade NS, Class 50, Use NT, M, A, and O
- U.S. Federal Specification TT-S-00230C, Class A, Type II
- CAN/CGSB-19.13-M87

Fire rated Systems

FF-D-1063, FW-D-1059, HW-D-1054, WW-D-1054.

Joint design

Dymonic may be used in any vertical or horizontal joint designed in accordance with accepted architectural/engineering practices. Joint width should be 4 times anticipated movement, but not less than 1/4" (6.4mm).

Joint backing

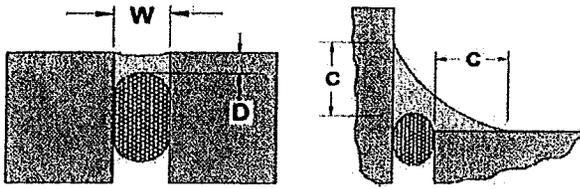
Closed cell or reticulated polyethylene backer rod is recommended as joint backing to control sealant depth and to ensure intimate contact of sealant with joint walls when tooling. Where depth of joint will prevent the use of backer rod, an adhesive backed polyethylene tape (bond breaker tape) should be used to prevent three-sided adhesion. All backing should be dry at time of sealant application.

TYPICAL PHYSICAL PROPERTIES

Rheological Properties (ASTM C 639):	non-sag (NS), 0" of sag in channel
Extrusion Rate (ASTM C 1183):	93.1 ml/min.
Hardness Properties (ASTM C 661):	25
Weight Loss (ASTM C 1246):	Pass
Skin Time (no applicable test method)	1 hour
Tack Free Time (ASTM C 679):	3-4 hours
Stain & Color Change (ASTM C 510):	No visible color change/No stain
Adhesion-in-Peel (ASTM C 794):	Aluminum 20-25 pli (89-112N) Concrete 18-22 pli (80-98N) No Adhesion Loss
Effects of Accelerated Aging (ASTM C 793):	Pass
Movement Capability:	+100 / -50%

Sealant dimensions

W = Sealant width, D = Sealant depth, C = Contact area.



EXPANSION JOINTS - The minimum width and depth of any sealant application should be 1/4" by 1/4" (6mm by 6mm).

The depth (D) of sealant may be equal to the width (W) of joints that are less than 1/2" wide. For joints ranging from 1/2" to 1" (13mm to 25mm) wide, the sealant depth should be approximately one-half on the joint width.

The maximum depth (D) of any sealant application should 1/2" (13mm). For joints that are wider than 1" (50 mm) contact Tremco's Technical Service Department, or your local Tremco field representative.

WINDOW PERIMETERS – For fillet beads, or angle beads around windows and doors, the sealant should exhibit a minimum surface contact area (C) of 1/4" onto each substrate.

Surface preparations

Surfaces must be sound, clean, and dry. All release agents, existing waterproofing, dust, loose mortar, laitance, paints, or other finishes must be removed. This can be accomplished with a thorough wire brushing, grinding, sandblasting, or solvent washing, depending on the contamination.

Tremco recommends that surface temperatures be 40°F (5°C) or above at the time the sealant is applied. If sealant must be applied in temperatures below 40°F, please refer to the Tremco Guide for Applying Sealants in Cold Weather that can be found on our website at www.tremcosealants.com.

Priming

Where deemed necessary, use Tremco Primer #1 or TREMPRIME Silicone Porous Primer for porous surfaces, and TREMPRIME Non-Porous Primer for metals or plastics. Dymonic FC typically adheres to common construction substrates without primers; however, Tremco always recommends that a mock-up or field adhesion test be performed on the actual materials being used on the job to verify the need for a primer. A description of the field adhesion test can be found in appendix X1 of ASTM C 1193, Standard Guide for Use of Joint Sealants.



Application

Dymonic FC is easy to apply with conventional caulking equipment. Ensure that the backer rod is friction fitted properly and any primers have been applied. Fill the joint completely with a proper width-to-depth ratio and tool to insure intimate contact of sealant with joint walls. Dry tooling is always preferred, although xylene can be used in limited amounts to slick the spatula if needed.

For a cleaner finish, mask the sides of the joint with tape prior to filling.

Cure time

Dymonic FC generally cures at a rate of 3/32" per day at 75°F (24°C) and 50% relative humidity. Dymonic FC will skin in 1 hour and be tack free in 3-4 hours. The cure time will increase as temperatures and/or humidity decrease. A good rule of thumb is one additional day for every 10°F decrease in temperature.

Clean up

Excess sealant and smears adjacent to the joint interface can be carefully removed with xylene or mineral spirits before the sealant cures. Any utensils used for tooling can also be cleaned with xylene or mineral spirits.

Limitations

- Do not apply over damp or contaminated surfaces.
- Use with adequate ventilation.
- Do not use under polyurethane deck coatings unless the sealant is fully cured.
- Always utilize the accompanying MSDS for information on Personal Protective Equipment (PPE), and health Hazards.

Warranty

Tremco warrants its sealants to be free of defects in materials, but makes no warranty as to appearance or color. Since methods of application and on-site conditions are beyond our control and can affect performance, Tremco makes no other warranty, expressed or implied including warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE, with respect to Tremco sealants. Tremco's sole obligation shall be, at its option, to replace or refund the purchase of the quantity of Tremco sealant proven to be defective and Tremco shall not be liable for any loss or damage.

SikaGrout® 212

High performance, cementitious grout

Construction

Description	SikaGrout 212 is a non-shrink, cementitious grout with a unique 2-stage shrinkage compensating mechanism. It is non-metallic and contains no chloride. With a special blend of shrinkage-reducing and plasticizing/water-reducing agents, SikaGrout 212 compensates for shrinkage in both the plastic and hardened states. A structural grout, SikaGrout 212 provides the advantage of multiple fluidity with a single component. SikaGrout 212 meets ASTM C-1107 (Grade C).
Where to Use	<ul style="list-style-type: none"> ■ Use for structural grouting of column base plates, machine base plates, anchor rods, bearing plates, etc. ■ Use on grade, above and below grade, indoors and out. ■ Multiple fluidity allows ease of placement: ram in place as a dry pack, trowel-apply as a medium flow, pour or pump as high flow.
Advantages	<ul style="list-style-type: none"> ■ Easy to use. . . just add water. ■ Multiple fluidity with one material. ■ Non-metallic, will not rust or stain. ■ Low heat build-up. ■ Excellent for pumping: Does not segregate. . . even at high flow. No build-up on equipment hopper. ■ Superior freeze/thaw resistance. ■ Resistant to oil and water. ■ Meets ASTM C-1107 (Grade C). ■ Shows positive expansion when tested in accordance with ASTM C-827. ■ SikaGrout 212 is USDA approved.
Coverage	Approximately .44 cu. ft./bag at high flow.
Packaging	50-lb. multi-wall bags; 36 bags/pallet.

How to Use

Surface Preparation Remove all dirt, oil, grease, and other bond-inhibiting materials by mechanical means. Anchor bolts to be grouted must be de-greased with suitable solvent. Concrete must be sound and roughened to a CSP 4 or higher to promote mechanical adhesion. Prior to pouring, surface should be brought to a saturated surface-dry condition. Steel should be cleaned and prepared thoroughly by blast cleaning to a white metal finish. Follow standard industry and Sika guidelines for use as an anchoring epoxy.

For pourable grout, construct forms to retain grout without leakage. Forms should be lined or coated with bond-breaker for easy removal. Forms should be sufficiently high to accommodate head of grout. Where grout-tight form is difficult to achieve, use SikaGrout 212 in dry pack consistency.

Typical Data (Material and curing conditions @ 73°F (23°C) and 50% R.H.)

RESULTS MAY DIFFER BASED UPON STATISTICAL VARIATIONS DEPENDING UPON MIXING METHODS AND EQUIPMENT, TEMPERATURE, APPLICATION METHODS, TEST METHODS, ACTUAL SITE CONDITIONS AND CURING CONDITIONS.

Shelf Life	One year in original, unopened bags.			
Storage Conditions	Store dry at 40°-95°F (4°-35°C).			
Product Conditioning	Condition material to 65°-75°F before using.			
Color	Concrete gray			
Flow Conditions (ASTM C-109, Plastic & Flowable; ASTM C-939, Fluid)		Plastic	Flowable	Fluid
Typical Water Requirements		6 pt.+	6.5 pt.	8.5 pt.
Set Time (ASTM C-266)	Initial	3.5-4.5 hr.	4.0-5.0 hr.	4.5-6.5 hr.
	Final	4.5-5.5 hr.	5.5-6.5 hr.	6.0-8.0 hr.
Tensile Splitting Strength, psi (ASTM C-496)	28 day	600(4.1 MPa)	575 (3.9 MPa)	500 (3.4 MPa)
Flexural Strength, psi (ASTM C-293)	28 day	1,400 (9.6 MPa)	1,200 (8.2 MPa)	1,000 (6.8 MPa)
Bond Strength, psi (ASTM C-882 modified) Hardened concrete to plastic grout	28 day	2,000(13.7 MPa)	1,900 (13.1 MPa)	1,900 (13.1 MPa)
Expansion % (ASTM C-1090)	28 day	+0.021%	+0.056%	+0.027%
Compressive Strength, psi (ASTM C-942)	1 day	4,500 (31 MPa)	3,500 (24.1 MPa)	2,700 (18.6 MPa)
	7 day	6,100 (42 MPa)	5,700 (39.3 MPa)	5,500 (37.9 MPa)
	28 day	7,600 (51.7 MPa)	6,200 (42.7 MPa)	5,800 (40 MPa)



Construction

Mixing	<p>Mix manually or mechanically. Mechanically mix with low-speed drill (400-600 rpm) and Sika mixing paddle or in appropriately sized mortar mixer.</p> <p>Make sure all forming, mixing, placing, and clean-up materials are on hand. Add appropriate quantity of clean water to achieve desired flow. Add bag of powder to mixing vessel. Mix to a uniform consistency, minimum of 2 minutes. Ambient and material temperature should be as close as possible to 70°F. If higher, use cold water; if colder, use warm water.</p> <p>Product Extension: For deeper applications, SikaGrout 212 (plastic and flowable consistencies only) may be extended with 25 lbs. of 3/8" pea gravel. The aggregate must be nonreactive, clean, well-graded, saturated surface dry, have low absorption and high density, and comply with ASTM C33 size number 8 per Table 2. Add the pea gravel after the water and SikaGrout 212.</p>
Application	<p>Within 15 minutes after mixing, place grout into forms in normal manner to avoid air entrapment. Vibrate, pump, or ram grout as necessary to achieve flow or compaction. SikaGrout 212 must be confined in either the horizontal or vertical direction leaving minimum exposed surface. SikaGrout 212 is an excellent grout for pumping, even at high flow. For pump recommendations, contact Technical Service. Wet cure for a minimum of 3 days or apply a curing compound which complies with ASTM C-309 on exposed surfaces.</p>
Tooling and Finishing	<p>After grout has achieved final set, remove forms, trim or shape exposed grout shoulders to designed profile.</p>
Limitations	<ul style="list-style-type: none"> ■ Minimum ambient and substrate temperature 40°F and rising at time of application. ■ Minimum application thickness: 1/2 in. ■ Typical maximum application thickness (neat) is 2", however, thicker applications can be achieved. Contact Sika's Technical Services Department (800-933-7452) for further information. ■ Do not use as a patching or overlay mortar or in unconfined areas. ■ Material must be placed within 15 minutes of mixing. ■ As with all cement based materials, avoid contact with aluminum to prevent adverse chemical reaction and possible product failure. Insulate potential areas of contact by coating aluminum bars, rails, posts etc. with an appropriate epoxy such as Sikadur Hi-Mod 32.
Caution	<p>WARNING: IRRITANT. Contains Quartz (SiO₂) (CAS:14808-60-7) and Portland Cement (CAS:65997-15-1). Causes skin/respiratory tract irritation. Causes severe eye irritation. May cause eye injury, effect may be delayed. Harmful if swallowed.</p> <p>WARNING. This product contains a chemical known in the State of California to cause cancer.</p>
First Aid	<p>Eyes - Hold eyelids apart and flush thoroughly with water for 15 minutes. Skin - Remove contaminated clothing. Wash skin thoroughly for 15 minutes with soap and water. Inhalation - remove to fresh air. Ingestion - Do not induce vomiting. Dilute with water. Contact physician. IN ALL CASES CONTACT A PHYSICIAN IMMEDIATELY IF SYMPTOMS PERSIST.</p>
Handling and Storage	<p>Suspect carcinogen - contains portland cement and crystalline silica. Skin and eye irritant. Avoid breathing dust. May cause delayed lung injury (silicosis). IARC lists crystalline silica as having sufficient evidence of carcinogenicity in laboratory animals and limited evidence of carcinogenicity in humans. NTP also lists crystalline silica as a suspect carcinogen.</p> <p>Avoid direct eye contact. Wear personal protective equipment (chemical resistant goggles/gloves/clothing) to prevent contact with skin or eyes. Use only in well ventilated areas. Open doors and windows during use. Use properly fitted NIOSH respirator if ventilation is poor. Wash thoroughly with soap and water after use. Remove contaminated clothing and launder before reuse.</p>
Clean Up	<p>Use personal protective equipment (chemical resistant goggles/gloves/clothing). Without direct contact, sweep up spilled or excess product and place in suitable sealed container. Dispose of in accordance with current applicable local, state and federal regulations. Uncured material can be removed with water. Cured material can only be removed mechanically.</p>

KEEP CONTAINER TIGHTLY CLOSED • KEEP OUT OF REACH OF CHILDREN • NOT FOR INTERNAL CONSUMPTION • FOR INDUSTRIAL USE ONLY

All information provided by Sika Corporation ("Sika") concerning Sika products, including but not limited to, any recommendations and advice relating to the application and use of Sika products, is given in good faith based on Sika's current experience and knowledge of its products when properly stored, handled and applied under normal conditions in accordance with Sika's instructions. In practice, the differences in materials, substrates, storage and handling conditions, actual site conditions and other factors outside of Sika's control are such that Sika assumes no liability for the provision of such information, advice, recommendations or instructions related to its products, nor shall any legal relationship be created by or arise from the provision of such information, advice, recommendations or instructions related to its products. The user of the Sika product(s) must test the product(s) for suitability for the intended application and purpose before proceeding with the full application of the product(s). Sika reserves the right to change the properties of its products without notice. All sales of Sika product(s) are subject to its current terms and conditions of sale which are available at www.sikausa.com or by calling 800-933-7452.

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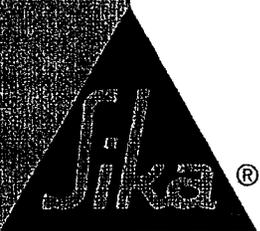
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Rapid Set® Concrete Mix — DATASHEET
Very Fast-Setting Concrete

PRODUCT DESCRIPTION:

When mixed with water CONCRETE MIX produces a workable, high quality concrete material that is ideal where fast strength gain, high durability and low shrinkage are desired. Apply CONCRETE MIX in thicknesses from 2-in to 24-in. Durable in wet environments. *SETS IN 15 MINUTES & IS READY FOR TRAFFIC IN 1-HOUR.* One 60-lb. bag of Rapid Set® CONCRETE MIX will yield approximately 0.5 cubic feet.

USES:

CONCRETE MIX is a multipurpose, Fast-Setting product that can be used for repair and construction of pavements, formed work, footings, setting posts, industrial floors, machine bases, and concrete repair.

COMPOSITION:

Rapid Set® CONCRETE MIX is a high performance blend of Rapid Set® hydraulic cement and quality aggregates. CONCRETE MIX is non-metallic and no chlorides are added. Rapid Set® CONCRETE MIX is similar in appearance to portland cement concrete and may be applied using similar methods.

COLOR: [Light Grey]

The final color of CONCRETE MIX may vary due to application techniques and environmental conditions.

LIMITATIONS:

Not intended for applications thinner than 2-in, for thin sections use Rapid Set® Cement ALL or Rapid Set® Mortar Mix. For applications where bonding is important, at least one test section should be prepared to evaluate the suitability of the materials and procedures.

TECHNICAL DATA:

- **Set Time**
ASTM C-191(Mod.) at 70°F
Initial Set 15-minutes
Final Set 35-minutes
- **Compressive Strength**
ASTM C-109 Mod.
Age: Compressive Strength:
1-hour* 2800-psi
3-hour 3600 -psi
7-day 5000 -psi
28-day 6000-psi
- **Flexural Strength**
ASTM C-78 Mod.

2-hour* 420-psi
1-day 650-psi
28-day 750-psi

* After Final Set.

Using CONCRETE MIX

SURFACE PREPARATION:

Where bonding is important, the adjacent surfaces shall be clean, sound and free from any materials that may inhibit bond such as oil, asphalt, curing compounds, acids, dirt and loose debris. Roughen surfaces and remove all unsound concrete. Immediately prior to placement the repair surface shall be thoroughly saturated with no standing water.

MIXING:

The use of a power driven mechanical mixer, such as a mortar mixer or a drill mounted mixer, is recommended. Organize work so that all personnel and equipment are in place before mixing. Use clean Potable water. Rapid Set® CONCRETE MIX may be mixed using 3 to 5 quarts of water per 60 lb. bag. Use less water to achieve higher strengths. Do NOT exceed 5 quarts of water per bag. For increased fluidity and workability use Rapid Set® FLOW CONTROL® plasticizing admixture from the Concrete Pharmacy®. Place the desired quantity of mix water into the mixing container. While the mixer is running add Rapid Set® CONCRETE MIX. Mix for the minimum amount of time required to achieve a lump-free, uniform consistency (usually 1 to 3 minutes). Do NOT re-temper.

PLACEMENT:

Rapid Set® CONCRETE MIX may be placed using traditional methods. Organize work so that all personnel and equipment are ready before placement. Place, consolidate and screed quickly to allow for maximum finishing time. Do NOT wait for bleed water, apply final finish as soon as possible. Rapid Set® CONCRETE MIX may be troweled, floated or broom finished. On flat work Do NOT install in layers, install full depth sections and progress horizontally. Do NOT install on frozen surfaces. Use a method of consolidation that eliminates air voids. To extend working time use Rapid Set® SET CONTROL® set retarding admixture.

CURING:

Water cure all Rapid Set® CONCRETE MIX installations. Begin curing as soon as the surface has lost its moist sheen. Keep exposed surfaces wet for a minimum of 1 hour. When experiencing extended setting times, due to cold temperature or the use of retarder, longer cure times may be required. The objective of water curing shall be to maintain a continuously wet surface until the product has achieved sufficient strength.

TEMPERATURE:

Warm environmental and materials temperatures will reduce the working time of CONCRETE MIX. To compensate for warm temperatures, keep material cool and use chilled mix water. Temperatures below 70°F (21°C) will decrease the rate of strength gain and CONCRETE MIX should not be applied if surface or ambient temperature is below 45°F (7.2°C).

LIMITED WARRANTY:

CTS Cement Manufacturing Corporation warrants its material to be of good quality, and, at its sole option, within one year from date of sale, will replace defective materials or refund the purchase price thereof and such replacement or refund shall be the limit of CTS's responsibility. Except for the foregoing, all warranties, express or implied including merchantability and fitness for a particular purpose are excluded. CTS shall not be liable for any consequential, incidental, or special damages arising directly or indirectly from the use of the material.

CAUTION:

CONCRETE MIX contains cementitious materials and may cause irritation to lungs, eyes and skin. Avoid contact. Use only in adequate ventilation. Do NOT breath dust. Wet mixture may cause burns. Wear suitable gloves, eye protection and protective clothing. In case of skin contact, wash thoroughly with soap and water. In case of eye contact, flush immediately and repeatedly with large quantities of water and get prompt medical attention. In case of difficulty breathing, remove person to fresh air. If difficulty breathing persists, seek medical attention.

HIT-RE 500 Epoxy Adhesive Anchoring System 3.2.5

Guide specifications

Master format section:

Previous 2004 Format

03250 03 16 00 Concrete anchors

Related Sections:

03200 03 20 00 Concrete reinforcing

05050 05 50 00 Metal fabrications

05120 05 10 00 Structural metal framing

Injectable adhesive shall be used for installation of all reinforcing steel dowels or threaded anchor rods and inserts into existing concrete. Adhesive shall be furnished in side-by-side refill packs which keep component A and component B separate. Side-by-side packs shall be designed to compress during use to minimize waste volume. Side-by-side packs shall also be designed to accept static mixing nozzle which thoroughly blends component A and component B and allows injection directly into drilled hole. Only injection tools and static mixing nozzles as supplied by manufacturer shall be used. Manufacturer's instructions shall be followed. Injection adhesive shall be formulated to include resin and hardener to provide optimal curing speed as well as high strength and stiffness. Typical curing time at 68°F (20°C) shall be approximately 12 hours.

Injection adhesive shall be HIT-RE 500 as furnished by Hilti.

Anchor rods shall be end stamped to show the grade of steel and overall rod length. Anchor rods shall be manufactured to meet the following requirements:

1. ISO 898 Class 5.8
2. ASTM A193, Grade B7 high strength carbon steel anchor;
3. AISI 304 or AISI 316 stainless steel, meeting the requirements of ASTM F593 condition CW.

Special order length HAS Rods may vary from standard product.

Nuts and washers Shall be furnished to meet the requirements of the above anchor rod specifications.

3.2.5

3.2.5 HIT-RE 500 Epoxy Adhesive Anchoring System

3.2.5.2 Material specifications

Table 1 - Material properties of fully cured HIT-RE 500 adhesive

Bond Strength ASTM C882-91 ¹ 2 day cure	12.4 MPa	1,800 psi
7 day cure	12.4 MPa	1,800 psi
Compressive Strength ASTM D695-96 ¹	82.7 MPa	12,000 psi
Compressive Modulus ASTM D695-96 ¹	1,493 MPa	0.22 x 10 ⁶ psi
Tensile Strength 7 day ASTM D638-97	43.5 MPa	6,310 psi
Elongation at break ASTM D638-97	2.0%	
Heat Deflection Temperature ASTM D648-95	63°C	146°F
Absorption ASTM D570-95	0.06%	
Linear Coefficient of Shrinkage on Cure ASTM D2566-86	0.004	
Electrical resistance DIN IEC 93 (12.93)	6.6 x 10 ¹³ Ω/m	1.7 x 10 ¹² Ω/in.

¹ Minimum values obtained as the result of tests at 23°F, 40°F and 60°F.

HAS-E carbon steel specifications

Carbon steel rods conform to ISO 898 class 5.8 with a minimum tensile strength of 72.5 ksi (500 MPa) and a minimum yield strength of 58 ksi (400 MPa).

HAS-E nuts conform to SAE J995 Grade 5

HAS-E washers conform to ASTM F884, HV, and ANSI B18.22.1 Type A Plain.

HAS-E rod, nut and washer has an electroplated zinc coating conforming to ASTM B633, SC 1

HAS Super high strength specifications

Carbon steel rods manufactured from ASTM A193, Grade B7, with a minimum tensile strength of 125 ksi (862 MPa) and a minimum yield strength of 105 ksi (724 MPa).

HAS Super nuts conform to SAE J995 Grade 5

HAS Super washers conform to ASTM F884, HV, and ANSI B18.22.1 Type A Plain.

HAS Super rods, nuts and washers, except the 7/8-in. diameter, have an electroplated zinc coating conforming to ASTM B633, SC 1
7/8-in. HAS Super rods, nuts and washers are hot-dip galvanized in accordance with ASTM A153

HAS-R 304 stainless steel specifications

3/8-, 1/2- and 5/8-in. rods manufactured from AISI Type 304 stainless steel conforming to ASTM F593 Condition CW with a minimum tensile strength of 100 ksi (689 MPa) and a minimum yield strength of 65 ksi (448 MPa).

3/4-, 1- and 1 1/4-in. rods are manufactured from AISI Type 304 stainless steel conforming to ASTM F593 Condition CW with a minimum tensile strength of 85 ksi (586 MPa) and a minimum yield strength of 45 ksi (310 MPa).

AISI Type 304 stainless steel nuts conform to ASTM F594

AISI Type 304 stainless steel washers conform to ASTM A240 and ANSI B18.22.1 Type A Plain.

HAS-R 316 stainless steel specifications

3/8-, 1/2- and 5/8-in. rods manufactured from AISI Type 316 stainless steel with a minimum tensile strength of 100 ksi (689 MPa) and a minimum yield strength of 65 ksi (448 MPa).

3/4-, 1- and 1 1/4-in. rods are manufactured from AISI Type 316 stainless steel conforming to ASTM F593 Condition CW or cold worked.

AISI Type 316 stainless steel nuts conform to ASTM F594

AISI Type 316 stainless steel washers conform to ASTM A240 and ANSI B18.22.1 Type A Plain.

HIS-N and HIS-NR internally threaded insert specifications

3/8-in. HIS-N is manufactured from 11MnPb30+C carbon steel conforming to DIN 10277-3 with a minimum tensile strength of 71.1 ksi (490 MPa) and a minimum yield strength of 59.5 ksi (410 MPa).

1/2-, 5/8- and 3/4-in. HIS-N is manufactured from 11MnPb30+C carbon steel conforming to DIN 10277-3 with a minimum tensile strength of 66.7 ksi (460 MPa) and a minimum yield strength of 54.4 ksi (375 MPa).

HIS-NR is manufactured from X5CrNiMo 17122 K700 stainless steel conforming to DIN EN 10088-3 with a minimum tensile strength of 101.5 ksi (700 MPa) and a minimum yield strength of 50.8 ksi (350 MPa).

HIT-RE 500 Epoxy Adhesive Anchoring System 3.2.5

3.2.5.3 Technical Data

Table 2 - HAS rod installation specifications installed with HIT-RE 500 adhesive anchor system

Setting Information	Symbol	Units	Nominal anchor diameter						
			3/8	1/2	5/8	3/4	7/8	1	1-1/4
Drill bit diameter ¹	d_o	in.	7/16	9/16	11/16	13/16	15/16	1-1/16	1-1/2
Standard effective embedment	$h_{ef, std}$	in. (mm)	3-1/2 (90)	4-1/4 (110)	5 (125)	6-5/8 (170)	7-1/2 (190)	8-1/4 (210)	12 (305)
Installation torque embedment $\geq h_{ef, std}$	T_{inst}	ft-lb (Nm)	18 (24)	30 (41)	75 (102)	150 (203)	175 (237)	235 (319)	400 (540)
Installation torque embedment $< h_{ef, std}$	T_{ret}	ft-lb (Nm)	15 (20)	20 (27)	50 (68)	105 (142)	125 (169)	165 (224)	280 (375)
Minimum concrete member thickness	h_{min}	in. (mm)	$h_{ef}+2$ $h_{ef}+51$					$h_{ef}+2-1/4$ $h_{ef}+57$	$h_{ef}+3$ $h_{ef}+76$

¹ Hole may be drilled with rotary hammer drill or Hilti DD EC-1 Diamond Coring System.

Table 3 - HIS-N and HIS-RN installation specifications with HIT-RE 500 adhesive anchor system

Setting Information	Symbol	Units	Thread size			
			3/8-16 UNC	1/2-13 UNC	5/8-11 UNC	3/4-10 UNC
Outside diameter of insert	d	in.	0.65	0.81	1.00	1.09
Nominal bit diameter ¹	d_o	in.	11/16	7/8	1-1/8	1-1/4
Standard effective embedment	$h_{ef, std}$	in. (mm)	4-3/8 (110)	5 (125)	6-5/8 (170)	8-1/4 (210)
Bolt engagement	minimum	h_s	3/8	1/2	5/8	3/4
		maximum	15/16	1-3/16	1-1/2	1-7/8
Installation torque	T_{inst}	ft-lb (Nm)	18 (24)	30 (41)	75 (102)	150 (203)
minimum concrete member thickness	h_{min}	in. (mm)	5.9 (150)	6.7 (170)	9.1 (230)	10.6 (270)

¹ Hole may be drilled with rotary hammer drill or Hilti DD EC-1 Diamond Coring System.

Table 4 - Rebar installation specifications with HIT-RE 500 adhesive anchor system

Setting Information	Symbol	Units	Rebar size								
			No. 3	No. 4	No. 5	No. 6	No. 7	No. 8	No. 9	No. 10	No. 11
Drill bit diameter ^{1,2}	d_o	in.	1/2	5/8	3/4	7/8	1	1-1/8	1-3/8	1-1/2	1-3/4

¹ Rebar diameters may vary. Use the smallest diameter drill bit which will accommodate the rebar.

² Hole may be drilled with rotary hammer drill or Hilti DD EC-1 Diamond Coring System.

Figure 1— HAS rod specifications

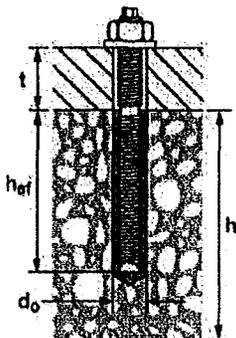
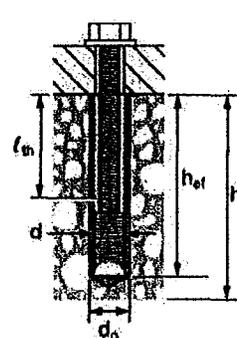


Figure 2— HIS-N and HIS-RN specifications



Combined shear and tension loading

$$\left(\frac{N_d}{N_{rec}} \right)^{5/3} + \left(\frac{V_d}{V_{rec}} \right)^{5/3} \leq 1.0$$

3.2.5 HIT-RE 500 Epoxy Adhesive Anchoring System

Table 5 - HIT-RE 500 allowable and ultimate bond/concrete capacity for HAS rods in normal weight concrete^{1,2,3,4}

Nominal anchor diameter in.	Effective embedment in. (mm)	HIT-RE 500 Allowable bond/concrete capacity				HIT-RE 500 Ultimate bond/concrete capacity			
		Tensile		Shear		Tensile		Shear	
		$f'_c = 2000$ psi (13.8 MPa) lb (kN)	$f'_c = 4000$ psi (27.6 MPa) lb (kN)	$f'_c = 2000$ psi (13.8 MPa) lb (kN)	$f'_c = 4000$ psi (27.6 MPa) lb (kN)	$f'_c = 2000$ psi (13.8 MPa) lb (kN)	$f'_c = 4000$ psi (27.6 MPa) lb (kN)	$f'_c = 2000$ psi (13.8 MPa) lb (kN)	$f'_c = 4000$ psi (27.6 MPa) lb (kN)
3/8	1-3/4 (44)	645 (2.9)	1,095 (4.9)	1,510 (6.7)	2,135 (9.5)	2,580 (11.5)	4,370 (19.4)	4,530 (20.2)	6,405 (28.4)
	3-3/8 (86)	2,190 (9.7)	2,585 (11.5)	3,155 (14.0)	4,460 (19.8)	8,760 (39.0)	10,345 (46.0)	9,460 (42.1)	13,380 (59.5)
	4-1/2 (114)	2,420 (10.8)	2,585 (11.5)	4,855 (21.6)	6,860 (30.5)	9,685 (43.1)	10,335 (46.0)	14,560 (64.8)	20,580 (91.5)
1/2	2-1/4 (57)	1,130 (5.0)	1,965 (8.7)	2,510 (11.2)	3,550 (15.8)	4,530 (20.2)	7,860 (35.0)	7,525 (33.5)	10,640 (47.3)
	4-1/2 (114)	4,045 (18.0)	5,275 (23.5)	5,610 (25.0)	7,935 (35.3)	16,185 (72.0)	21,095 (93.8)	16,820 (74.8)	23,800 (105.9)
	6 (152)	4,775 (21.2)	5,380 (23.9)	8,635 (38.4)	12,210 (54.3)	19,095 (84.9)	21,520 (95.7)	25,900 (115.2)	36,620 (162.9)
5/8	2-7/8 (73)	1,690 (7.5)	3,045 (13.5)	5,245 (23.3)	7,420 (33.0)	6,770 (30.1)	12,175 (54.2)	15,735 (70.0)	22,250 (99.0)
	5-5/8 (143)	6,560 (29.2)	7,355 (32.7)	8,760 (39.0)	12,395 (55.1)	26,240 (116.7)	29,420 (130.9)	28,280 (126.9)	37,180 (165.4)
	7-1/2 (190)	7,320 (32.6)	7,515 (33.4)	13,615 (60.6)	19,080 (84.9)	29,290 (130.3)	30,060 (133.7)	40,480 (180.1)	57,240 (254.6)
3/4	3-3/8 (86)	2,310 (10.3)	4,515 (20.1)	7,335 (32.6)	10,370 (46.1)	9,250 (41.1)	18,065 (80.4)	22,000 (97.9)	31,108 (138.4)
	6-3/4 (172)	8,670 (38.6)	10,755 (47.8)	12,615 (56.1)	17,840 (79.4)	34,685 (154.3)	43,020 (191.4)	37,840 (168.3)	53,520 (238.1)
	9 (229)	10,385 (46.2)	12,995 (57.8)	19,430 (86.4)	27,470 (122.2)	41,535 (184.8)	51,985 (231.2)	58,280 (259.2)	82,400 (366.5)
7/8	4 (101)	3,005 (13.4)	5,665 (25.2)	7,795 (34.7)	11,020 (49.0)	12,030 (53.5)	22,670 (100.8)	23,375 (104.0)	33,050 (147.0)
	7-7/8 (200)	12,495 (55.6)	15,875 (70.6)	17,175 (76.4)	24,280 (108.0)	49,975 (222.3)	63,495 (282.4)	51,520 (229.2)	72,860 (324.1)
	10-1/2 (267)	14,705 (65.4)	16,185 (72.0)	26,440 (117.6)	37,390 (166.3)	58,820 (261.6)	64,730 (287.9)	79,320 (352.6)	112,160 (498.9)
1	4-1/2 (114)	3,945 (17.5)	8,440 (37.5)	10,035 (44.6)	14,190 (63.1)	15,790 (70.2)	33,765 (150.2)	30,104 (133.9)	42,565 (189.3)
	9 (229)	13,845 (61.6)	17,365 (77.2)	22,435 (99.8)	31,720 (141.1)	55,380 (246.3)	69,465 (309.0)	67,300 (299.4)	95,160 (423.3)
	12 (305)	17,935 (79.8)	17,935 (79.8)	34,535 (153.6)	48,830 (217.2)	71,740 (319.1)	71,740 (319.1)	103,600 (460.8)	146,480 (651.6)
1-1/4	5-5/8 (143)	5,760 (25.8)	12,815 (57.0)	14,760 (65.7)	20,870 (92.8)	23,045 (102.5)	51,270 (228.1)	44,280 (197.0)	62,610 (278.5)
	11-1/4 (286)	24,610 (109.5)	31,620 (140.7)	35,050 (155.9)	49,570 (220.5)	9,8430 (437.8)	126,480 (562.6)	105,140 (467.7)	148,710 (661.5)
	15 (381)	34,130 (151.8)	35,270 (156.9)	53,960 (240.0)	76,300 (339.4)	136,525 (607.3)	141,090 (627.6)	161,880 (720.1)	228,900 (1018.2)

- 1 Influence factors for spacing and/or edge distance are applied to allowable concrete/bond values above, and then compared to the steel value. The lesser of the values is to be used for the design.
- 2 Average ultimate concrete shear capacity based on Strength Design Method for standard and deep embedment and based on testing for shallow embedment.
- 3 All values based on holes drilled with carbide bit and installed per manufacturer's instructions. Ultimate tensile concrete/bond loads represent the average values obtained in testing.
- 4 For underwater applications with a maximum depth of 165 ft (50 m), reduce the tabulated concrete/bond values 30% to account for reduced mechanical properties of saturated concrete.

HIT-RE 500 Epoxy Adhesive Anchoring System 3.2.5

Table 6 - Allowable steel strength for carbon steel and stainless steel HAS rods¹

Nominal anchor diameter in.	HAS-E ISO 898 Class 5.8		HAS Super ASTM A193 B7		HAS SS AISI 304/316 SS	
	Tensile	Shear	Tensile	Shear	Tensile	Shear
	lb (kN)	lb (kN)	lb (kN)	lb (kN)	lb (kN)	lb (kN)
3/8	2,640 (11.7)	1,360 (6.0)	4,555 (20.3)	2,345 (10.4)	3,645 (16.2)	1,875 (8.3)
1/2	4,700 (20.9)	2,420 (10.8)	8,100 (36.0)	4,170 (18.5)	6,480 (28.8)	3,335 (14.8)
5/8	7,340 (32.7)	3,780 (16.8)	12,655 (56.3)	6,520 (29.0)	10,125 (45.0)	5,215 (23.2)
3/4	10,570 (47.0)	5,445 (24.2)	18,225 (81.1)	9,390 (41.8)	12,390 (55.1)	6,385 (28.4)
7/8	14,385 (64.0)	7,410 (33.0)	24,805 (110.3)	12,780 (56.9)	16,865 (75.0)	8,690 (38.6)
1	18,790 (83.6)	9,680 (43.0)	32,400 (144.1)	16,690 (74.2)	22,030 (98.0)	11,350 (50.5)
1-1/4	29,360 (130.6)	15,125 (67.3)	50,620 (225.2)	26,080 (116.0)	34,425 (153.1)	17,735 (78.9)

¹ Steel strength as defined in AISC Manual of Steel Construction (ASD):

Tensile = 0.33 x F_u x Nominal Area

Shear = 0.17 x F_u x Nominal Area

Table 7 - Ultimate steel strength for carbon steel and stainless steel HAS rods¹

Nominal anchor diameter in.	HAS-E ISO 898 Class 5.8			HAS Super ASTM A193 B7			HAS SS AISI 304/316 SS		
	Yield lb (kN)	Tensile lb (kN)	Shear lb (kN)	Yield lb (kN)	Tensile lb (kN)	Shear lb (kN)	Yield lb (kN)	Tensile lb (kN)	Shear lb (kN)
3/8	4,495 (20.0)	6,005 (26.7)	3,605 (16.0)	8,135 (36.2)	10,350 (43.4)	6,210 (27.6)	5,035 (22.4)	8,280 (36.8)	4,970 (22.1)
1/2	8230 (36.6)	10,675 (47.5)	6,405 (28.5)	14,900 (66.3)	18,405 (79.0)	11,040 (49.1)	9,225 (41.0)	14,720 (65.5)	8,835 (39.3)
5/8	13110 (58.3)	16,680 (74.2)	10,010 (44.5)	23,730 (105.6)	28,760 (126.7)	17,260 (76.8)	14,690 (65.3)	23,010 (102.4)	13,805 (61.4)
3/4	19,400 (86.3)	24,020 (106.9)	14,415 (64.1)	35,120 (156.2)	41,420 (185.7)	24,850 (110.5)	15,050 (66.9)	28,165 (125.3)	16,800 (75.2)
7/8	26,780 (119.1)	32,695 (145.4)	19,620 (87.3)	48,480 (215.7)	56,370 (256.9)	33,825 (150.5)	20,775 (92.4)	38,335 (170.5)	23,000 (102.3)
1	35,130 (156.3)	42,705 (190.0)	25,625 (114.0)	63,600 (282.9)	73,630 (337.0)	44,180 (196.5)	27,255 (121.2)	50,070 (222.7)	30,040 (133.6)
1-1/4	56,210 (250.0)	66,730 (296.8)	40,035 (178.1)	101,755 (452.6)	115,050 (511.8)	69,030 (307.1)	43,610 (194.0)	78,235 (348.0)	46,940 (208.8)

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¹ Steel strength as defined in AISC Manual of Steel Construction 2nd Ed. (LRFD):

Yield = F_y x tensile stress area

Tensile = 0.75 x F_u x nominal area

Shear = 0.45 x F_u x nominal area

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Table 8 - HIT-RE 500 allowable bond or concrete capacity and steel strength for HIS-N and HIS-RN inserts¹

Thread size in.	Effective embedment in. (mm)	HIT-RE 500 allowable bond/concrete capacity ²		Steel bolt strength ²			
		Tensile (13.8 MPa) lb (kN)	Shear (13.8 MPa) lb (kN)	ASTM A325 carbon steel		ASTM F593 stainless steel	
				Tensile lb (kN)	Shear lb (kN)	Tensile lb (kN)	Shear lb (kN)
3/8-16 UNC	4-3/8 (110)	2,870 (12.8)	1,565 (7.0)	4,370 (19.4)	2,250 (10.0)	3,645 (16.2)	1,875 (8.3)
1/2-13 UNC	5 (127)	4,530 (20.1)	2,890 (12.9)	7,775 (34.6)	4,005 (17.8)	6,480 (28.8)	3,335 (14.8)
5/8-11 UNC	6-5/8 (168)	8,255 (36.7)	4,635 (20.6)	12,150 (54.0)	6,260 (27.8)	10,125 (45.0)	5,215 (23.2)
3/4-10 UNC	8-1/4 (210)	9,030 (40.1)	6,695 (29.8)	17,945 (77.8)	9,010 (40.1)	12,395 (55.1)	6,385 (28.4)

Table 9 - HIT-RE 500 ultimate bond or concrete capacity and steel strength for HIS-N and HIS-RN inserts¹

Thread size in.	Effective embedment in. (mm)	HIT-RE 500 ultimate bond/concrete capacity		Ultimate bolt strength ²			
		Tensile (13.8 MPa) lb (kN)	Shear (13.8 MPa) lb (kN)	ASTM A325 carbon steel		ASTM F593 stainless steel	
				Tensile lb (kN)	Shear lb (kN)	Tensile lb (kN)	Shear lb (kN)
3/8-16 UNC	4-3/8 (110)	11,480 (51.0)	6,260 (27.8)	9,935 (44.2)	5,960 (26.5)	8,280 (36.8)	4,970 (22.1)
1/2-13 UNC	5 (127)	18,115 (80.5)	11,565 (51.4)	17,665 (78.6)	10,600 (47.2)	14,720 (65.5)	8,835 (39.3)
5/8-11 UNC	6-5/8 (168)	33,025 (146.9)	18,550 (82.5)	27,610 (122.8)	16,565 (73.7)	23,010 (102.4)	13,805 (61.4)
3/4-10 UNC	8-1/4 (210)	36,125 (160.6)	26,775 (119.1)	39,760 (176.9)	23,855 (108.1)	28,165 (125.3)	16,900 (75.1)

1 Use lower value of either allowable bond/concrete capacity or steel strength. Minimum concrete compressive strength f'_c is 2,000 psi.

2 Steel values in accordance with AISC

ASTM A325 bolts $F_y = 92 \text{ ksi}$, $F_u = 120 \text{ ksi}$
 ASTM F593 (AISI 304/316) $F_y = 65 \text{ ksi}$, $F_u = 100 \text{ ksi}$ for 3/8- through 5/8 in.
 $F_y = 45 \text{ ksi}$, $F_u = 85 \text{ ksi}$ for 3/4-in.

Allowable load values $Tension = 0.33 \times F_u \times A_{nom}$
 $Shear = 0.17 \times F_u \times A_{nom}$

Ultimate load values $Tension = 0.75 \times F_u \times A_{nom}$
 $Shear = 0.45 \times F_u \times A_{nom}$

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Table 10 - HIT-RE 500 ultimate bond capacity and steel strength for rebar in concrete

Rebar size	Effective embedment in. (mm)	Concrete compressive strength						Grade 60 rebar	
		$f'_c = 2000 \text{ psi (13.8 MPa)}$			$f'_c = 4000 \text{ psi (27.6 MPa)}$			Yield strength lb (kN)	Tensile strength lb (kN)
		Ultimate bond strength lb (kN)	Embed. to develop yield strength ¹ in. (mm)	Embed. to develop tensile strength ¹ in. (mm)	Ultimate bond strength lb (kN)	Embed. to develop yield strength ¹ in. (mm)	Embed. to develop tensile strength ¹ in. (mm)		
#3	3-3/8 (86)	10,105 (45.0)	2-1/4 (57)	3-3/8 (86)	10,810 (48.1)	2-1/8 (54)	3-1/4 (84)	6,600 (29.4)	9,900 (44.0)
	4-1/2 (114)	10,920 (48.6)			10,810 (48.1)				
#4	4-1/2 (114)	15,980 (71.1)	3-3/8 (86)	5-5/8 (143)	18,540 (82.5)	3 (76)	4-3/8 (111)	12,000 (53.4)	18,000 (80.1)
	6 (152)	18,830 (83.8)			18,655 (83.0)				
#5	5-5/8 (143)	20,630 (91.8)	5-1/8 (130)	8-7/8 (225)	27,790 (123.6)	3-7/8 (98)	5-3/4 (146)	18,600 (82.7)	27,900 (124.1)
	7-1/2 (191)	24,870 (110.6)			27,790 (128.6)				
#6	6-3/4 (171)	33,695 (149.9)	5-3/8 (136)	9-3/8 (238)	44,675 (198.7)	4 (102)	6 (152)	26,400 (117.4)	39,600 (176.2)
	9 (229)	38,960 (173.3)			44,870 (200.0)				
#7	7-7/8 (200)	40,525 (180.3)	7 (178)	12-3/8 (314)	59,340 (264.0)	4-7/8 (124)	7-1/4 (184)	36,000 (160.1)	54,000 (240.2)
	10-1/2 (267)	48,460 (215.6)			61,720 (274.8)				
#8	9 (229)	63,940 (284.4)	8-1/4 (210)	12-7/8 (327)	72,820 (323.9)	5-7/8 (149)	8-7/8 (225)	47,400 (210.9)	71,100 (316.3)
	12 (305)	69,610 (309.7)			72,950 (324.5)				
#9	10-1/8 (257)	72,245 (321.4)	8-1/2 (216)	13 (330)	81,235 (361.4)	7-1/2 (191)	12 (305)	60,000 (266.9)	90,000 (400.4)
	13-1/2 (343)	94,205 (419.1)			84,015 (373.7)				
#10	11-1/4 (286)	92,000 (409.3)	9-3/8 (238)	17-7/8 (454)	96,725 (430.3)	8-7/8 (225)	14 (356)	76,200 (339.0)	114,300 (508.5)
	15 (381)	95,850 (426.4)			97,070 (431.8)				
#11	12-3/8 (314)	118,615 (527.6)	9-7/8 (251)	18-3/4 (476)	123,120 (547.7)	9-1/2 (241)	16-1/2 (419)	93,600 (416.4)	140,400 (624.6)
	16-1/2 (419)	123,570 (549.7)			123,790 (550.7)				

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¹ Based on comparison of average ultimate adhesive bond test values versus minimum yield and ultimate tensile strength of rebar. For more information, contact Hilli.

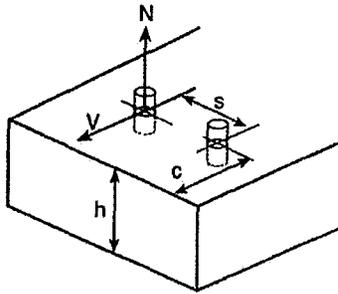
Table 11 - HIT-RE 500 ultimate tensile bond strength for smooth epoxy coated dowel bars in concrete¹

Dowel bar diameter in.	Nominal bit diameter in.	Embedment depth in. (mm)	Ultimate tensile load lb (kN)
1	1-1/8	9 (229)	40,385 (179.7)
1-1/4	1-3/8		
1-1/2	1-5/8		

¹ Minimum concrete compressive strength is 2,400 psi.

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Figure 3 - Anchor spacing and edge distance in concrete



Anchor spacing adjustment factors

- s = Actual spacing
- h_{ef} = Actual embedment
- s_{min} = 0.5 h_{ef}
- s_{cr} = 1.5 h_{ef}

Edge distance adjustment factors

- c = Actual edge distance
- h_{ef} = Actual embedment
- c_{min} = 0.5 h_{ef} Tension and shear
- c_{cr} = 1.5 h_{ef} Tension
- c_{cr} = 2.0 h_{ef} Shear
- ⊥ = Perpendicular to edge
- || = Parallel to edge

Note: Tables apply for listed embedment depths. Reduction factors for other embedment depths must be calculated using equations below.

<p>Spacing tension/shear</p> <p>s_{min} = 0.5 h_{ef} s_{cr} = 1.5 h_{ef}</p> <p>f_A = 0.3(s/h_{ef}) + 0.55</p> <p>for s_{cr} > s > s_{min}</p>
<p>Edge distance tension</p> <p>c_{min} = 0.5 h_{ef} c_{cr} = 1.5 h_{ef}</p> <p>f_{RN} = 0.3(c/h_{ef}) + 0.55</p> <p>for c_{cr} > c > c_{min}</p>
<p>Edge distance shear ⊥ toward edge</p> <p>c_{min} = 0.5 h_{ef} c_{cr} = 2.0 h_{ef}</p> <p>f_{RV1} = 0.54(c/h_{ef}) - 0.09</p> <p>for c_{cr} > c > c_{min}</p>
<p>Edge distance shear to or away from edge</p> <p>c_{min} = 0.5 h_{ef} c_{cr} = 2.0 h_{ef}</p> <p>f_{RV2} = 0.36(c/h_{ef}) + 0.28</p> <p>for c_{cr} > c > c_{min}</p>

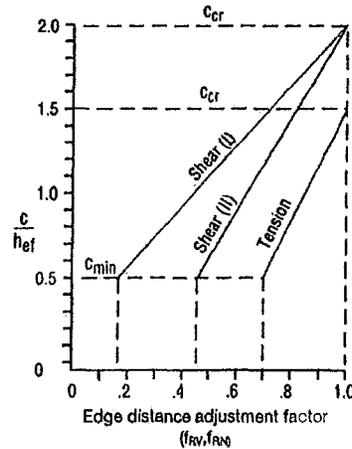
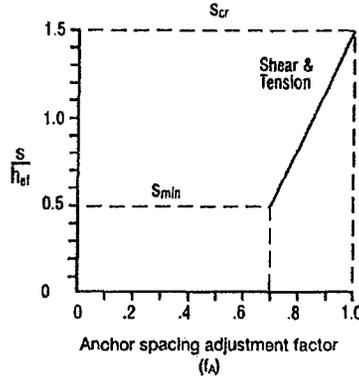


Table 12 - Load adjustment factors for 3/8-in. diameter anchors

Diameter	3/8-in.											
	Spacing tension/shear f _A			Edge distance tension f _{RN}			Edge distance shear (⊥ toward edge) f _{RV1}			Edge distance shear (to or away from edge) f _{RV2}		
Embedment depth, in.	1-3/4	3-3/8	4-1/2	1-3/4	3-3/8	4-1/2	1-3/4	3-3/8	4-1/2	1-3/4	3-3/8	4-1/2
7/8	0.70			0.70			0.18			0.46		
1	0.72			0.72			0.22			0.49		
1 11/16	0.84	0.70		0.84	0.70		0.43	0.18		0.63	0.46	
2	0.89	0.73		0.89	0.73		0.53	0.22		0.69	0.49	
2 1/4	0.94	0.75	0.70	0.94	0.75	0.70	0.60	0.27	0.18	0.74	0.52	0.46
2 5/8	1.00	0.78	0.73	1.00	0.78	0.73	0.72	0.33	0.23	0.82	0.56	0.49
3		0.82	0.75		0.82	0.75	0.84	0.39	0.27	0.90	0.60	0.52
3 1/2		0.86	0.78		0.86	0.78	1.00	0.47	0.33	1.00	0.65	0.56
4		0.91	0.82		0.91	0.82		0.55	0.39		0.71	0.60
5 1/16		1.00	0.89		1.00	0.89		0.72	0.52		0.82	0.69
5 1/2			0.92			0.92		0.79	0.57		0.87	0.72
6			0.95			0.95		0.87	0.63		0.92	0.76
6 3/4			1.00			1.00		1.00	0.72		1.00	0.82
8									0.87			0.92
9									1.00			1.00

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Table 13 - Load adjustment factors for 1/2-in. diameter anchors

Diameter	1/2-in.												
	Spacing tension/shear f_A			Edge distance tension f_{RN}			Edge distance shear (⊥ toward edge) f_{RV1}			Edge distance shear (to or away from edge) f_{RV2}			
Embedment depth, in.	2-1/4	4-1/2	6	2-1/4	4-1/2	6	2-1/4	4-1/2	6	2-1/4	4-1/2	6	
Load adjustment factors for 5/8-in. and 3/4-in. diameter anchors	1-1/8	0.70			0.70				0.18			0.46	
	1-1/2	0.75			0.75				0.27			0.52	
	1-3/4	0.78			0.78				0.33			0.56	
	2	0.82			0.82				0.39			0.60	
	2-1/4	0.85	0.70		0.85	0.70		0.45	0.18		0.64	0.46	
	2-1/2	0.88	0.72		0.88	0.72		0.51	0.21		0.68	0.48	
	3	0.95	0.75	0.70	0.95	0.75	0.70	0.63	0.27	0.18	0.78	0.52	0.46
	3-3/8	1.00	0.78	0.72	1.00	0.78	0.72	0.72	0.32	0.21	0.82	0.55	0.48
	4		0.82	0.75		0.82	0.75	0.87	0.39	0.27	0.92	0.60	0.52
	4-1/2		0.85	0.78		0.85	0.78	1.00	0.45	0.32	1.00	0.64	0.55
	5		0.88	0.80		0.88	0.80		0.51	0.38		0.68	0.58
	6		0.95	0.85		0.95	0.85		0.63	0.45		0.76	0.64
6-3/4		1.00	0.89		1.00	0.89		0.72	0.52		0.82	0.69	
7			0.90			0.90		0.75	0.54		0.84	0.70	
8			0.95			0.95		0.87	0.63		0.92	0.76	
9			1.00			1.00		1.00	0.72		1.00	0.82	
10									0.81			0.88	
11									0.90			0.94	
12									1.00			1.00	

Note: Tables apply for listed embedment depths. Reduction factors for other embedment depths must be calculated using equations below.

Spacing tension/shear
 $s_{min} = 0.5 h_{ef}$ $s_{cr} = 1.5 h_{ef}$
 $f_A = 0.3(s/h_{ef}) + 0.55$
 for $s_{cr} > s > s_{min}$

Edge distance tension
 $c_{min} = 0.5 h_{ef}$ $c_{cr} = 1.5 h_{ef}$
 $f_{RN} = 0.3(c/h_{ef}) + 0.55$
 for $c_{cr} > c > c_{min}$

Edge distance shear ⊥ toward edge
 $c_{min} = 0.5 h_{ef}$ $c_{cr} = 2.0 h_{ef}$
 $f_{RV1} = 0.54(c/h_{ef}) - 0.09$
 for $c_{cr} > c > c_{min}$

Edge distance shear || to or away from edge
 $c_{min} = 0.5 h_{ef}$ $c_{cr} = 2.0 h_{ef}$
 $f_{RV2} = 0.36(c/h_{ef}) + 0.28$
 for $c_{cr} > c > c_{min}$

Table 14 - Load adjustment factors for 5/8-in. and 3/4-in. diameter anchors

Diameter	5/8-in.												3/4-in.													
	Spacing tension/shear f_A			Edge distance tension f_{RN}			Edge distance shear (⊥ toward edge) f_{RV1}			Edge distance shear (to or away from edge) f_{RV2}			Spacing tension/shear f_A			Edge distance tension f_{RN}			Edge distance shear (⊥ toward edge) f_{RV1}			Edge distance shear (to or away from edge) f_{RV2}				
Embedment depth, in.	2-7/8	5-5/8	7-1/2	2-7/8	5-5/8	7-1/2	2-7/8	5-5/8	7-1/2	2-7/8	5-5/8	7-1/2	3-3/8	6-3/4	9	3-3/8	6-3/4	9	3-3/8	6-3/4	9	3-3/8	6-3/4	9		
Spacing (s)/edge distance (c), in.	1-7/16	0.70			0.70				0.18			0.46														
	1-11/16	0.73			0.73			0.23				0.49			0.70			0.70			0.18			0.46		
	2	0.76			0.76			0.29				0.53			0.73			0.73			0.23			0.49		
	2-13/16	0.84	0.70		0.84	0.70		0.44	0.18		0.83	0.46		0.80		0.80		0.80		0.36			0.56			
	3-3/8	0.90	0.73		0.90	0.73		0.54	0.23		0.70	0.50		0.85	0.70	0.85	0.70	0.85	0.70	0.45	0.18		0.64	0.46		
	3-3/4	0.94	0.75	0.70	0.94	0.75	0.70	0.61	0.27	0.18	0.75	0.52	0.46	0.88	0.72	0.88	0.72	0.88	0.72	0.61	0.21		0.68	0.48		
	4-5/16	1.00	0.78	0.72	1.00	0.78	0.72	0.72	0.32	0.22	0.82	0.56	0.49	0.93	0.74	0.93	0.74	0.93	0.74	0.60	0.26		0.74	0.51		
	4-1/2		0.79	0.73		0.79	0.73	0.78	0.34	0.23	0.84	0.57	0.50	0.95	0.75	0.95	0.75	0.95	0.75	0.70	0.83	0.27	0.18	0.76	0.52	0.46
	5-1/16		0.82	0.75		0.82	0.75	0.88	0.40	0.27	0.91	0.60	0.52	1.00	0.78	1.00	0.78	1.00	0.78	0.72	0.32	0.21	0.82	0.55	0.48	
	5-5/8		0.85	0.78		0.85	0.78	0.97	0.45	0.32	0.98	0.64	0.55		0.80	0.74		0.80	0.74	0.81	0.36	0.25	0.88	0.58	0.51	
	6-3/4		0.86	0.78		0.86	0.78	1.00	0.46	0.32	1.00	0.65	0.56		0.81	0.74		0.81	0.74	0.83	0.37	0.26	0.89	0.59	0.51	
	6-3/4		0.91	0.82		0.91	0.82		0.56	0.40		0.71	0.60		0.85	0.78		0.85	0.78	1.00	0.45	0.32	1.00	0.64	0.55	
	8-7/16		1.00	0.89		1.00	0.89		0.72	0.52		0.82	0.69		0.93	0.83		0.93	0.83		0.59	0.42		0.73	0.62	
	10-1/8			0.96			0.96		0.88	0.64		0.93	0.77		1.00	0.89		1.00	0.89		0.72	0.52		0.82	0.69	
	11-1/4			1.00			1.00		1.00	0.72		1.00	0.82			0.83			0.93		0.81	0.59		0.88	0.73	
	12									0.77			0.86			0.95			0.95		0.87	0.63		0.92	0.76	
	13-1/2									0.88			0.93			1.00			1.00		1.00	0.72		1.00	0.82	
	15									1.00			1.00									0.81			0.88	
16																					0.87			0.92		
18																					1.00			1.00		

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Table 15 - Load adjustment factors for 7/8-in. diameter anchors

Diameter	7/8-in.												
	Spacing tension/shear f_A			Edge distance tension f_{RN}			Edge distance shear (L toward edge) f_{RV1}			Edge distance shear (I to or away from edge) f_{RV2}			
Embedment depth, in.	4	7-7/8	10-1/2	4	7-7/8	10-1/2	4	7-7/8	10-1/2	4	7-7/8	10-1/2	
Spacing (s)/Edge distance (c), in.	2	0.70		0.70			0.18			0.46			
	2-1/2	0.74		0.74			0.25			0.51			
	3	0.78		0.78			0.32			0.55			
	3-1/2	0.81		0.81			0.38			0.60			
	3-15/16	0.85	0.70		0.85	0.70		0.44	0.18		0.63	0.48	
	4-1/2	0.89	0.72		0.89	0.72		0.52	0.22		0.69	0.49	
	5	0.93	0.74		0.93	0.74		0.59	0.25		0.73	0.51	
	5-1/4	0.94	0.75	0.70	0.94	0.75	0.70	0.62	0.27	0.18	0.75	0.52	0.46
	6	1.00	0.78	0.72	1.00	0.78	0.72	0.72	0.32	0.22	0.82	0.55	0.49
	6-1/2		0.80	0.74		0.80	0.74	0.79	0.38	0.24	0.87	0.58	0.50
	7		0.82	0.75		0.82	0.75	0.86	0.39	0.27	0.91	0.60	0.52
	8		0.85	0.78		0.85	0.78	1.00	0.46	0.32	1.00	0.65	0.56
	10		0.93	0.84		0.93	0.84		0.60	0.42		0.74	0.62
	11-13/16		1.00	0.89		1.00	0.89		0.72	0.52		0.82	0.69
	12			0.89			0.89		0.73	0.53		0.83	0.69
	14			0.95			0.95		0.87	0.63		0.92	0.76
	15-3/4			1.00			1.00		1.00	0.72		1.00	0.82
	18									0.84			0.90
	20									0.94			0.97
	21									1.00			1.00

Note: Tables apply for listed embedment depths. Reduction factors for other embedment depths must be calculated using equations below.

Spacing tension/shear
 $s_{min} = 0.5 h_{ef}$ $s_{cr} = 1.5 h_{ef}$
 $f_A = 0.3(s/h_{ef}) + 0.55$
 for $s_{cr} > s > s_{min}$

Edge distance tension
 $c_{min} = 0.5 h_{ef}$ $c_{cr} = 1.5 h_{ef}$
 $f_{RN} = 0.3(c/h_{ef}) + 0.55$
 for $c_{cr} > c > c_{min}$

Edge distance shear
 L toward edge
 $c_{min} = 0.5 h_{ef}$ $c_{cr} = 2.0 h_{ef}$
 $f_{RV1} = 0.54(c/h_{ef}) - 0.09$
 for $c_{cr} > c > c_{min}$

Edge distance shear
 I to or away from edge
 $c_{min} = 0.5 h_{ef}$ $c_{cr} = 2.0 h_{ef}$
 $f_{RV2} = 0.36(c/h_{ef}) + 0.28$
 for $c_{cr} > c > c_{min}$

Table 16 - Load adjustment factors for 1-in. and 1-1/4-in. diameter anchors

Diameter	1-in.												1-1/4-in.															
	Spacing tension/shear f_A			Edge distance tension f_{RN}			Edge distance shear (L toward edge) f_{RV1}			Edge distance shear (I to or away from edge) f_{RV2}			Spacing tension/shear f_A			Edge distance tension f_{RN}			Edge distance shear (L toward edge) f_{RV1}			Edge distance shear (I to or away from edge) f_{RV2}						
Embedment depth, in.	4-1/2	9	12	4-1/2	9	12	4-1/2	9	12	4-1/2	9	12	4-1/2	9	12	5-5/8	11-1/4	15	5-5/8	11-1/4	15	5-5/8	11-1/4	15	5-5/8	11-1/4	15	
Spacing (s)/Edge distance (c), in.	2-1/4	0.70		0.70			0.18			0.46			0.70			0.70			0.18			0.46						
	2-3/4	0.73		0.73			0.24			0.50			0.71			0.71			0.20			0.47						
	3	0.75		0.75			0.27			0.52			0.71			0.71			0.20			0.47						
	4	0.82		0.82			0.39			0.60			0.76			0.76			0.29			0.54						
	4-1/2	0.85	0.70		0.85	0.70		0.45	0.18		0.84	0.48		0.79			0.79			0.34			0.57					
	5	0.88	0.72		0.88	0.72		0.51	0.21		0.88	0.48		0.82			0.82			0.39			0.60					
	5-5/8	0.93	0.74		0.93	0.74		0.59	0.25		0.73	0.51		0.85	0.70		0.85	0.70		0.45	0.18		0.84	0.46				
	6	0.95	0.75	0.70	0.95	0.75	0.70	0.63	0.27	0.18	0.78	0.52	0.46	0.87	0.71		0.87	0.71		0.49	0.20		0.66	0.47				
	6-3/4	1.00	0.78	0.72	1.00	0.78	0.72	0.72	0.32	0.21	0.82	0.55	0.48	0.91	0.73		0.91	0.73		0.56	0.23		0.71	0.50				
	7-1/2		0.80	0.74		0.80	0.74	0.81	0.36	0.25	0.88	0.58	0.51	0.95	0.75	0.70	0.95	0.75	0.70	0.83	0.27	0.18	0.78	0.62	0.48			
	8-1/4		0.83	0.76		0.83	0.76	0.90	0.41	0.28	0.94	0.61	0.53	0.99	0.77	0.72	0.99	0.77	0.72	0.70	0.31	0.21	0.81	0.54	0.48			
	9		0.85	0.78		0.85	0.78	1.00	0.45	0.32	1.00	0.64	0.55	1.00	0.79	0.73	1.00	0.79	0.73	0.77	0.34	0.23	0.88	0.57	0.50			
	10		0.88	0.80		0.88	0.80		0.51	0.36		0.68	0.58		0.82	0.75		0.82	0.75	0.87	0.39	0.27	0.92	0.60	0.52			
	11		0.92	0.83		0.92	0.83		0.57	0.41		0.72	0.61		0.84	0.77		0.84	0.77	1.00	0.44	0.31	0.98	0.63	0.54			
	12		0.95	0.85		0.95	0.85		0.63	0.45		0.78	0.64		0.87	0.79		0.87	0.79		0.49	0.34	1.00	0.68	0.57			
	13-1/2		1.00	0.89		1.00	0.89		0.72	0.52		0.82	0.69		0.91	0.82		0.91	0.82		0.56	0.40		0.71	0.60			
	14			0.90			0.90		0.75	0.54		0.84	0.70		0.92	0.83		0.92	0.83		0.58	0.41		0.73	0.62			
	16-7/8			0.97			0.97		0.92	0.67		0.96	0.79		1.00	0.89		1.00	0.89		0.72	0.52		0.82	0.69			
	18			1.00			1.00		1.00	0.72		1.00	0.82			0.91			0.91		0.77	0.58		0.88	0.71			
	20									0.81			0.88			0.95			0.95		0.87	0.63		0.82	0.76			
	22-1/2									0.92			0.96			1.00			1.00		1.00	0.72		1.00	0.82			
	24									1.00			1.00									0.77			0.86			
	27																					0.88			0.93			
	30																					1.00			1.00			

HIT-RE 500 Epoxy Adhesive Anchoring System 3.2.5

Figure 4 - Resistance of HIT-RE 500 to chemicals

Chemical	Chemicals Tested	Resistant	Not Resistant
Alkaline	Concrete drilling mud (10%) pH=12.6	+	
	Concrete drilling mud (10%) pH=13.2	+	
	Concrete potash solution (10%) pH=14.0	+	
Acids	Acetic acid (10%) ¹		-
	Nitric acid (10%) ¹		-
	Hydrochloric acid (10%) 3 month -		-
	Sulfuric acid (10%)		-
Solvents	Benzyl alcohol		-
	Ethanol		-
	Ethyl acetate		-
	Methyl ethyl ketone (MEK)		-
	Trichloroethylene		-
	Xylene (mixture)	+	
Chemicals used on job sites	Concrete plasticizer	+	
	Diesel oil	+	
	Oil	+	
	Petrol	+	
	Oil for form work (forming oil)	+	
Environmental chemicals	Salt water	+	
	de-mineralized water	+	
	salt spraying test	+	
	SO ₂	+	
	Environment/weather	+	

1 Concrete was dissolved by acid.

Samples of the HIT-RE 500 resin were immersed in the various chemical compounds for up to one year. At the end of the test period, the samples were analyzed. Any samples showing no visible damage and having less than a 25% reduction in bending (flexural) strength were classified as Resistant. Samples that were heavily damaged or destroyed were classified as Not Resistant.

Note: In actual use, the majority of the resin is encased in the base material, leaving very little surface area exposed.

Table 17 - Full cure time

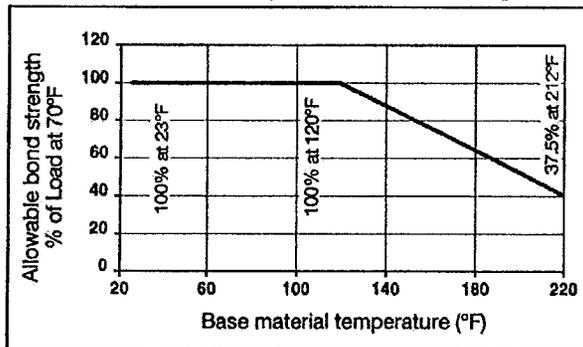
Base material temperature		Approximate full curing time
°F	°C	
23	-5	72 h
32	0	50 h
50	10	24 h
68	20	12 h
86	30	8 h
104	40	4 h

Table 18 - Initial cure time to develop 25% of bond strength

Base material temperature		Approximate initial cure time
°F	°C	
23	-5	36 h
32	0	25 h
50	10	12 h
68	20	6 h
86	30	4 h
104	40	2 h

3.2.5

Figure 5 - Influence of temperature on bond strength^{1,2}



- 1 Test procedure involves the concrete being held at the elevated temperature for 24 hours then removing it from the controlled environment and testing to failure.
- 2 Long term creep test in accordance with ICC-ES Acceptance Criteria AC58 is available; please contact Hilti Technical Services.

Table 19 - Gel time

Base material temperature		Approximate gel time
°F	°C	
23	-5	4 h
32	0	3 h
50	10	2 h
68	20	30 min
86	30	20 min
104	40	12 min

- 1 Minimum product temperature must be maintained above 41°F (5°C) prior/during installation.
- 2 Gel times and full cure times are approximate.

3.2.5 HIT-RE 500 Epoxy Adhesive Anchoring System

3.2.5.4 Installation Instructions

Installation Instructions For Use (IFU) are included with each product package. They can also be viewed or downloaded online at www.us.hilti.com (US) and www.hilti.ca (Canada). Because of the possibility of changes, always verify that downloaded IFU are current when used. Proper installation is critical to achieve full performance. Training is available on request. Contact Hilti Technical Services for applications and conditions not addressed in the IFU.

HIT-RE 500 Volume

Table 20 - Threaded rod installation

Nominal anchor diameter in.	Nominal bit diameter in.	Adhesive volume required per inch of embedment in ³
1/4	5/16	0.055
3/8	7/16	0.095
1/2	9/16	0.133
5/8	3/4	0.261
3/4	7/8	0.326
7/8	1	0.391
1	1-1/8	0.478
1-1/4	1-3/8	0.626

The useable volume of HIT-RE 500 refill cartridge is 16.5 in³ (270 ml)

The useable volume of HIT-RE 500 medium refill is 26.9 in³ (440 ml)

The useable volume of HIT-RE 500 medium refill is 81.8 in³ (1340 ml)

Example:

5/8-in. diameter rod with an embedment of 10 inches:

$$10 \text{ in.} \times 0.26 \text{ in}^3/\text{in.} = 2.6 \text{ in}^3/\text{fastening}$$

$$16.5 \text{ in}^3/\text{cartridge} \div 2.6 \text{ in}^3/\text{fastening} \approx 6 \text{ fastenings/cartridge}$$

$$81.8 \text{ in}^3/\text{cartridge} \div 2.6 \text{ in}^3/\text{fastening} \approx 31 \text{ fastenings/cartridge}$$

Table 21 - Rebar Installation¹

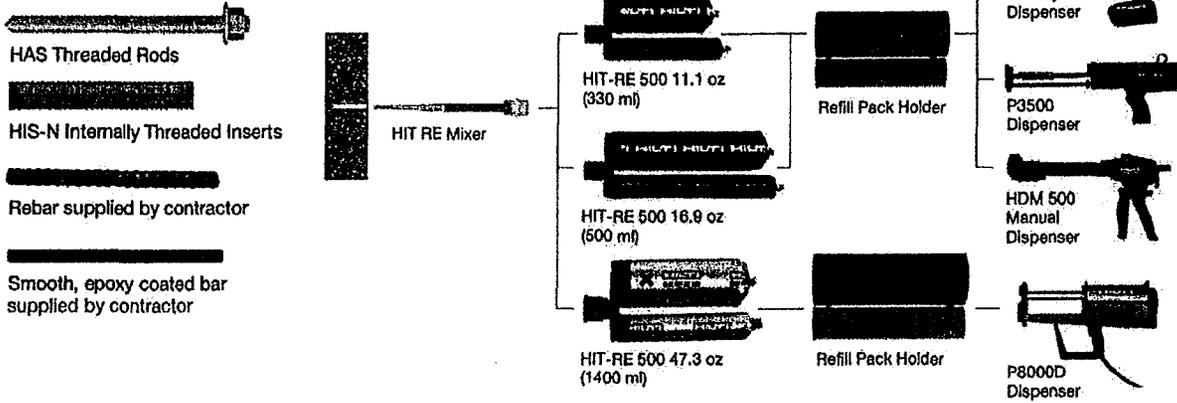
Rebar Size	Nominal bit ¹ diameter in.	Adhesive volume required per inch of embedment in ³
#3	1/2	0.110
#4	5/8	0.146
#5	3/4	0.176
#6	7/8	0.218
#7	1	0.252
#8	1-1/8	0.299
#9	1-3/8	0.601
#10	1-1/2	0.659
#11	1-3/4	1.037

¹ Rebar diameter may vary. Use smallest drill bit which will accommodate rebar.

HIT-RE 500 Epoxy Adhesive Anchoring System 3.2.5

3.2.5.5 Ordering information¹

Fastener components



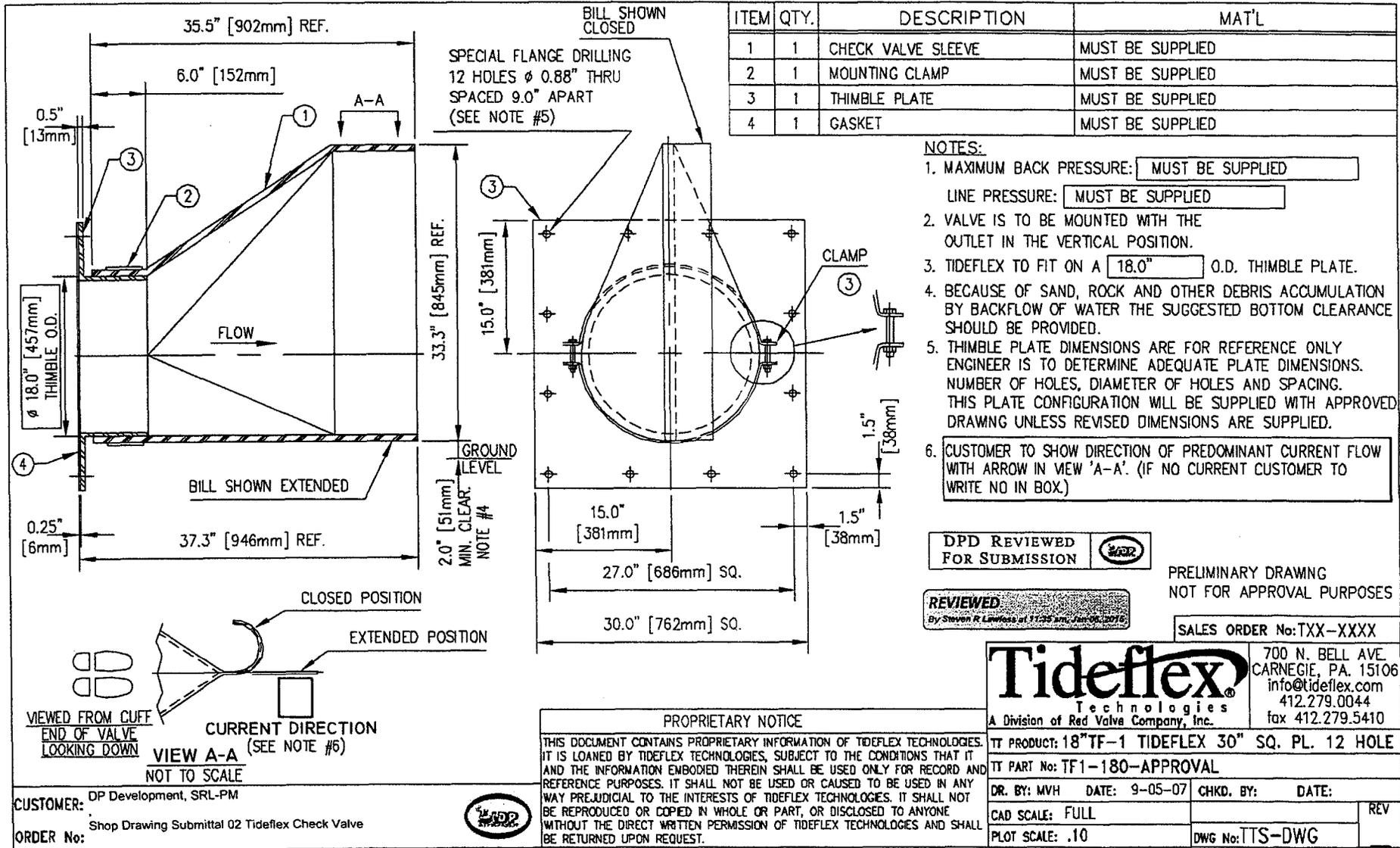
HIT-RE 500 Epoxy Adhesive

Order information

Description	Package contents	Qty of foil packs
HIT-RE 500 (11.1 fl oz/330 ml)	Includes (1) refill pack and (1) mixer with filler tube	1
HIT-RE 500 MC Master Carton (11.1 fl oz/330 ml)	Includes (25) refill packs and (25) mixer with filler tube	25
HIT-RE 500 (16.9 fl oz/500 ml)	Includes (20) refill packs and (20) mixer with filler tube	20
HIT-RE 500 (47.3 fl oz/1400 ml)	Includes (4) jumbo refill packs and (4) mixer	4

¹ For complete information about Hilti anchors, adhesive anchoring dispensers, drilled hole preparation and other adhesive anchoring accessories, see HIT-HY 200 Anchoring System, Section 3.2.3.5 Ordering Information.

3.2.5



ITEM	QTY.	DESCRIPTION	MAT'L
1	1	CHECK VALVE SLEEVE	MUST BE SUPPLIED
2	1	MOUNTING CLAMP	MUST BE SUPPLIED
3	1	THIMBLE PLATE	MUST BE SUPPLIED
4	1	GASKET	MUST BE SUPPLIED

- NOTES:**
- MAXIMUM BACK PRESSURE: MUST BE SUPPLIED
LINE PRESSURE: MUST BE SUPPLIED
 - VALVE IS TO BE MOUNTED WITH THE OUTLET IN THE VERTICAL POSITION.
 - TIDEFLEX TO FIT ON A 18.0" O.D. THIMBLE PLATE.
 - BECAUSE OF SAND, ROCK AND OTHER DEBRIS ACCUMULATION BY BACKFLOW OF WATER THE SUGGESTED BOTTOM CLEARANCE SHOULD BE PROVIDED.
 - THIMBLE PLATE DIMENSIONS ARE FOR REFERENCE ONLY ENGINEER IS TO DETERMINE ADEQUATE PLATE DIMENSIONS. NUMBER OF HOLES, DIAMETER OF HOLES AND SPACING. THIS PLATE CONFIGURATION WILL BE SUPPLIED WITH APPROVED DRAWING UNLESS REVISED DIMENSIONS ARE SUPPLIED.
 - CUSTOMER TO SHOW DIRECTION OF PREDOMINANT CURRENT FLOW WITH ARROW IN VIEW 'A-A'. (IF NO CURRENT CUSTOMER TO WRITE NO IN BOX.)

DPD REVIEWED FOR SUBMISSION

REVIEWED
By Steven R. Lawless at 11:35 AM, Jan 06, 2016

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SALES ORDER No: TXX-XXXX

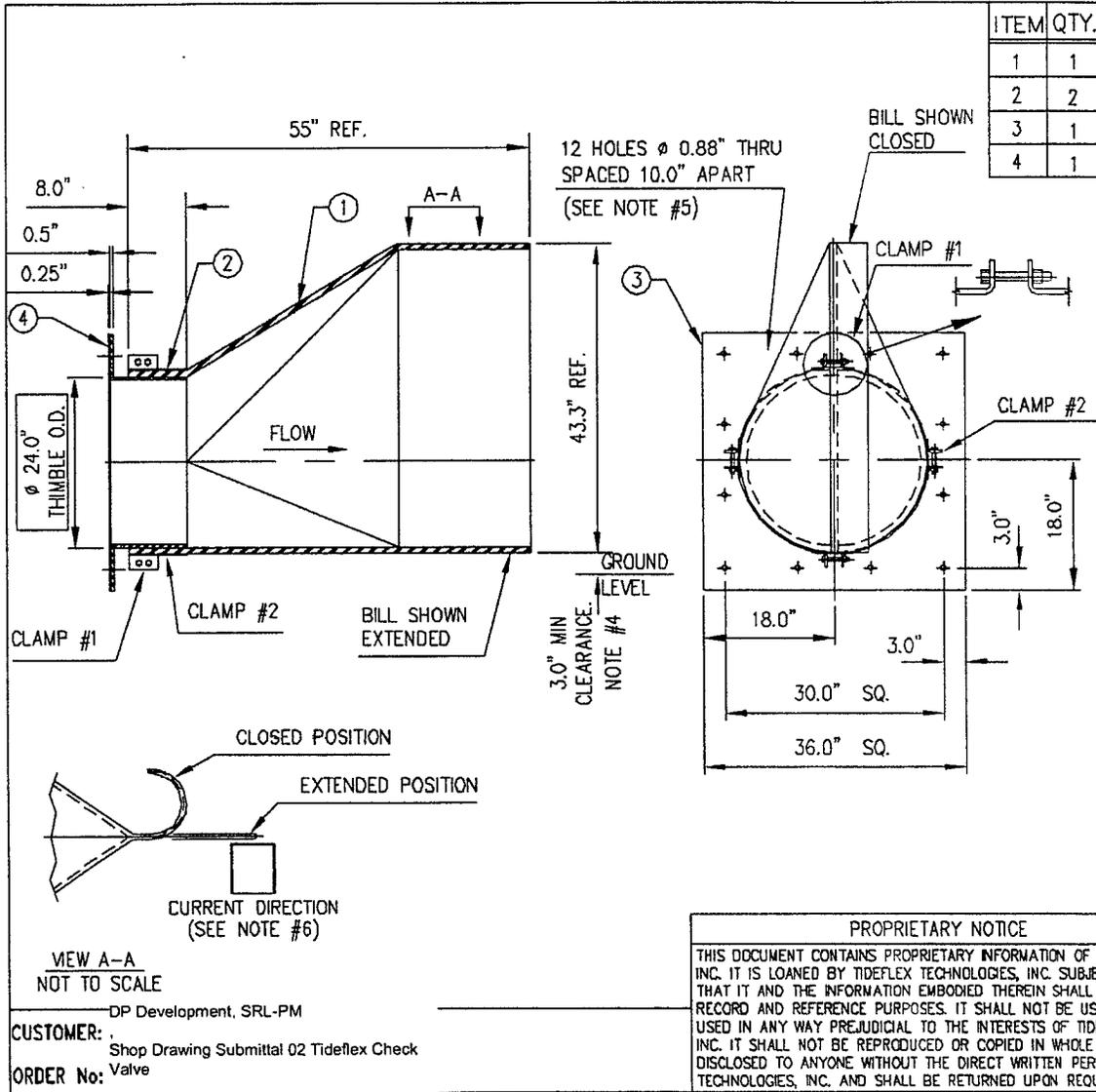
Tideflex Technologies
A Division of Red Valve Company, Inc.
700 N. BELL AVE. CARNEGIE, PA. 15106
info@tideflex.com 412.279.0044
fax 412.279.5410

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TT PRODUCT: 18"TF-1 TIDEFLEX 30" SQ. PL. 12 HOLE			
TT PART No: TF1-180-APPROVAL			
DR. BY: MVH	DATE: 9-05-07	CHKD. BY:	DATE:
CAD SCALE: FULL			REV
PLOT SCALE: .10		DWG No: TTS-DWG	

CUSTOMER: DP Development, SRL-PM
ORDER No: Shop Drawing Submittal 02 Tideflex Check Valve





ITEM	QTY.	DESCRIPTION	MAT'L
1	1	CHECK VALVE SLEEVE	MUST BE SUPPLIED
2	2	MOUNTING CLAMP	MUST BE SUPPLIED
3	1	THIMBLE PLATE	MUST BE SUPPLIED
4	1	GASKET	MUST BE SUPPLIED

- NOTES:**
1. MAXIMUM BACK PRESSURE -
LINE PRESSURE -
 2. TIDEFLEX IS TO BE MOUNTED WITH THE OUTLET IN THE VERTICAL POSITION.
 3. TIDEFLEX TO FIT ON A O.D. THIMBLE PLATE
 4. BECAUSE OF SAND, ROCK AND OTHER DEBRIS ACCUMULATION BY BACKFLOW OF WATER THE SUGGESTED BOTTOM CLEARANCE SHOULD BE PROVIDED.
 5. THIMBLE PLATE DIMENSIONS ARE FOR REFERENCE ONLY. ENGINEER IS TO DETERMINE ADEQUATE PLATE DIMENSIONS NUMBER OF HOLES, DIAMETER OF HOLES AND SPACING. THIS PLATE CONFIGURATION WILL BE SUPPLIED WITH APPROVED DRAWING UNLESS REVISED DIMENSIONS ARE SUPPLIED.
 6. CUSTOMER TO SHOW DIRECTION OF PREDOMINANT CURRENT FLOW WITH ARROW IN VIEW 'A-A'. (IF NO CURRENT CUSTOMER TO WRITE NO IN BOX.)

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SALES ORDER NO: TXX-XXXX

	300 BILMAR DR. PITTSBURGH, PA. 15205 412-919-0919	
	TT PRODUCT: 24" TF-1 TIDEFLEX W/ 36" SQ. PLATE	
TT PART NO: TF1-240-APPROVAL		
DR. BY: MVH	DATE: 8-25-05	CHKD. BY: DATE:
CAD SCALE: FULL		REV
PLOT SCALE: .0625	DWG NO: TTS-DWG	

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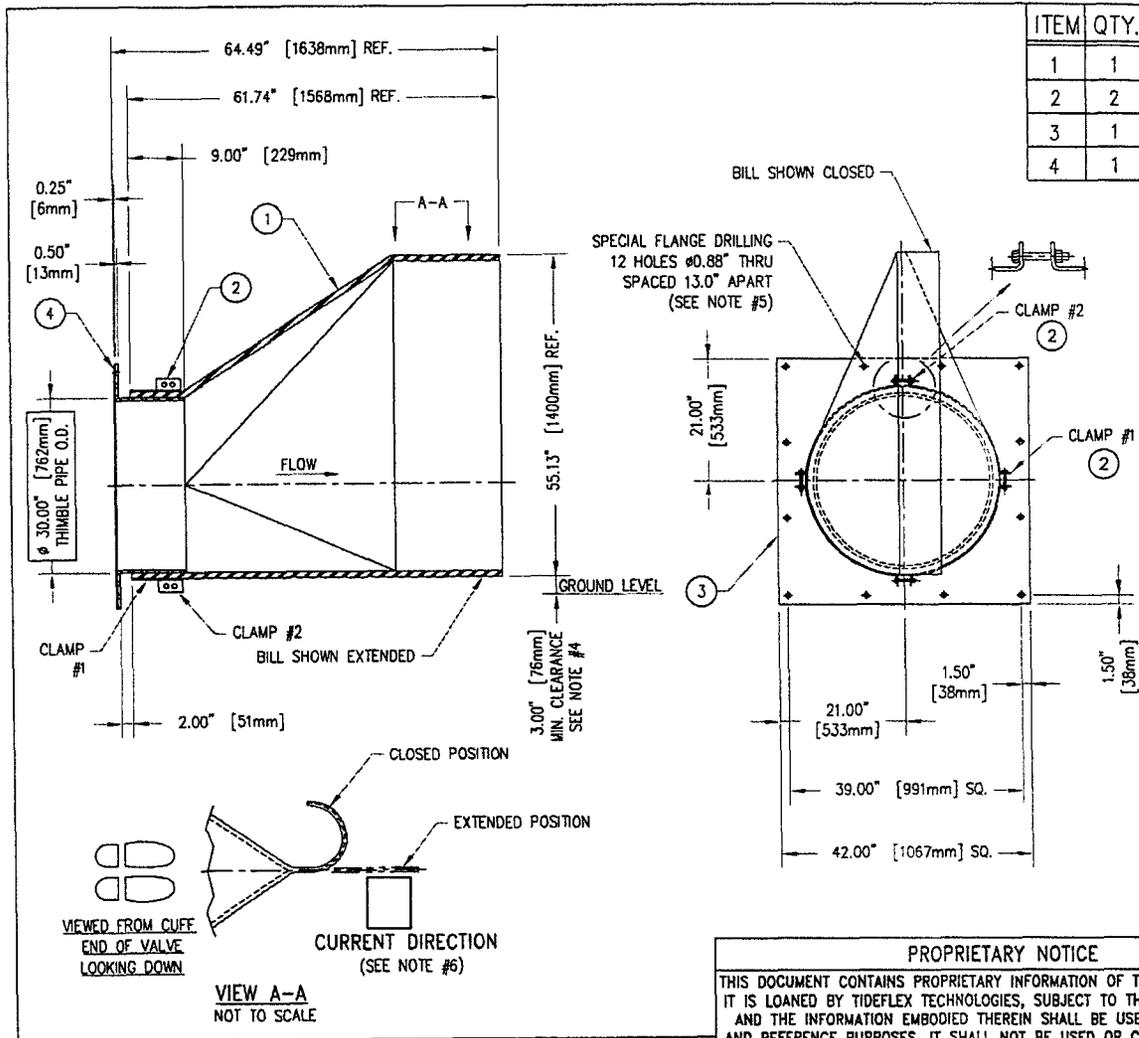
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VIEW A-A
NOT TO SCALE

DP Development, SRL-PM

CUSTOMER: Shop Drawing Submittal 02 Tideflex Check Valve

ORDER No:



ITEM	QTY.	DESCRIPTION	MAT'L
1	1	CHECK VALVE SLEEVE	MUST BE SUPPLIED
2	2	MOUNTING CLAMPS	MUST BE SUPPLIED
3	1	THIMBLE PLATE	MUST BE SUPPLIED
4	1	GASKET	MUST BE SUPPLIED

- NOTES:**
1. MAXIMUM BACK PRESSURE - **MUST BE SUPPLIED**
LINE PRESSURE - **MUST BE SUPPLIED**
 2. VALVE IS TO BE MOUNTED WITH THE OUTLET IN THE VERTICAL POSITION
 3. TIDEFLEX TO FIT ON A **30.0" O.D.** THIMBLE PLATE
 4. BECAUSE OF SAND, ROCK AND OTHER DEBRIS ACCUMULATION BY BACKFLOW OF WATER THE SUGGESTED BOTTOM CLEARANCE SHOULD BE PROVIDED
 5. THIMBLE PLATE DIMENSIONS ARE FOR REFERENCE ONLY ENGINEER IS TO DETERMINE ADEQUATE PLATE DIMENSIONS NUMBER OF HOLES, DIAMETER OF HOLES AND SPACING. THIS PLATE CONFIGURATION WILL BE SUPPLIED WITH APPROVED DRAWING UNLESS REVISED DIMENSIONS ARE SUPPLIED
 6. CUSTOMER TO SHOW DIRECTION OF PREDOMINANT CURRENT FLOW WITH ARROW IN VIEW 'A-A'. (IF NO CURRENT CUSTOMER TO WRITE NO IN BOX.)

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OPPORTUNITY No: XXXX	SALES ORDER No: TXX-XXXX
Tideflex Technologies A Division of Red Valve Company, Inc.	
600 N. BELL AVE. CARNEGIE, PA. 15106 info@tideflex.com 412.279.0044 fax 412.279.5410	

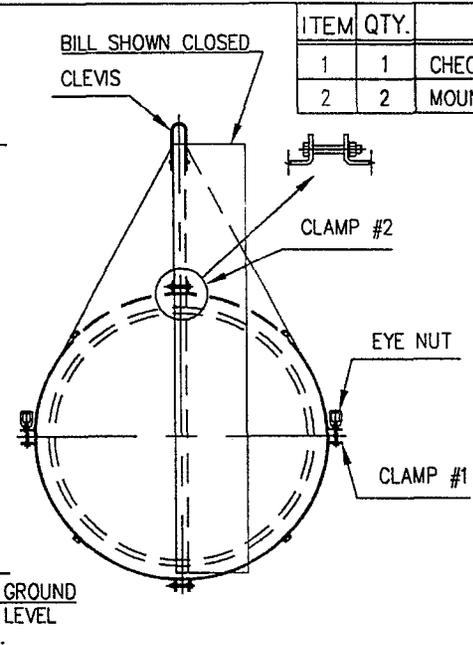
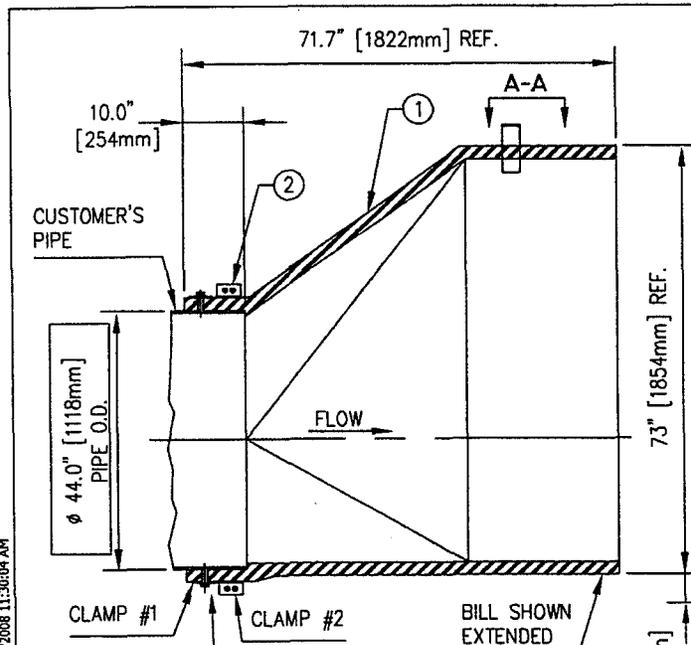
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CUSTOMER: DP Development, SRL-PM
Shop Drawing Submittal 02 Tideflex Check Valve
ORDER No:

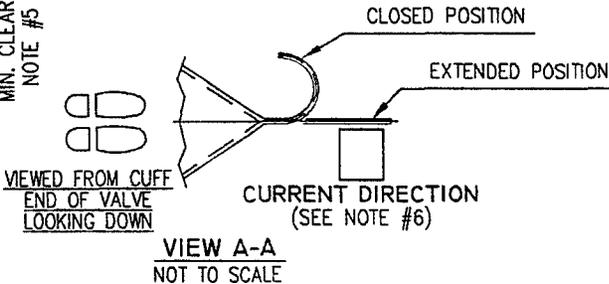
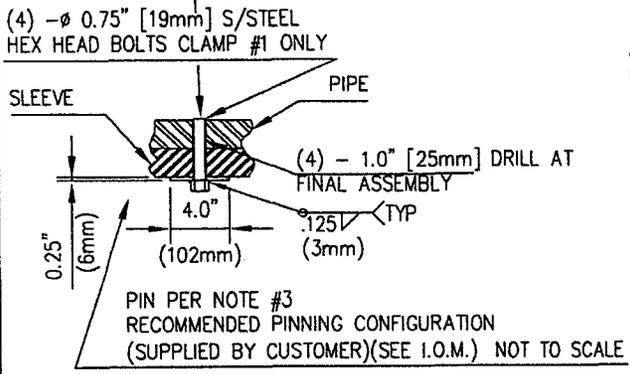
TT PRODUCT: 30" TF-1 TIDEFLEX 42" SQ. PL. 12 HOLES	
TT PART No: TF1-300-APPROVAL	
DR. BY: KEC	DATE: 12-18-13
CHKD. BY:	DATE:
CAD SCALE: FULL	REV
PLOT SCALE: .05	DWG No: TTS-DWG

S:\Submittal_Dwg\TIDEFLEX\LIBRARY\TFT\TF1-420_TF1_440_ACT.dwg, 12/30/2008 11:30:04 AM



ITEM	QTY.	DESCRIPTION	MAT'L
1	1	CHECK VALVE SLEEVE	MUST BE SUPPLIED
2	2	MOUNTING CLAMP	MUST BE SUPPLIED

- NOTES:**
1. MAXIMUM BACK PRESSURE - MUST BE SUPPLIED
LINE PRESSURE - MUST BE SUPPLIED
 2. TIDEFLEX IS TO BE MOUNTED WITH THE OUTLET IN THE VERTICAL POSITION
 3. IT IS RECOMMENDED TO BOLT OR PIN TIDEFLEX TO PIPE AS SHOWN, 4 PLACES 90° APART
 4. TIDEFLEX TO FIT ON A 44.0" O.D. PIPE
 5. BECAUSE OF SAND, ROCK AND OTHER DEBRIS ACCUMULATION BY BACKFLOW OF WATER THE SUGGESTED BOTTOM CLEARANCE SHOULD BE PROVIDED
 6. CUSTOMER TO SHOW DIRECTION OF PREDOMINANT CURRENT FLOW WITH ARROW IN VIEW 'A-A'. (IF NO CURRENT CUSTOMER TO WRITE NO IN BOX.)



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600 N. BELL AVE.
CARNEGIE, PA. 15106
info@tideflex.com
412.279.0044
fax 412.279.5410

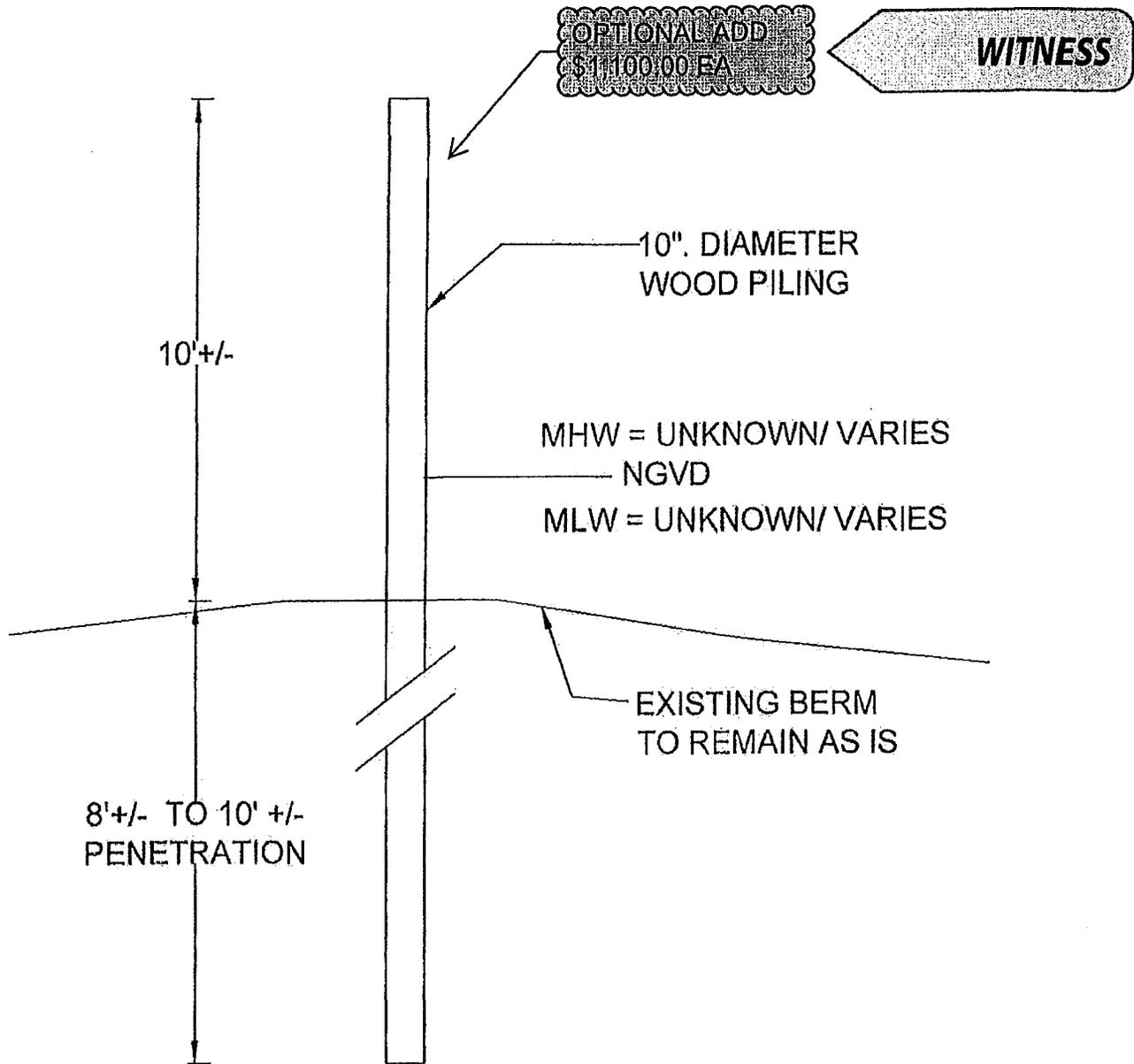
PROPRIETARY NOTICE

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION OF TIDEFLEX TECHNOLOGIES. IT IS LOANED BY TIDEFLEX TECHNOLOGIES, SUBJECT TO THE CONDITIONS THAT IT AND THE INFORMATION EMBODIED THEREIN SHALL BE USED ONLY FOR RECORD AND REFERENCE PURPOSES. IT SHALL NOT BE USED OR CAUSED TO BE USED IN ANY WAY PREJUDICIAL TO THE INTERESTS OF TIDEFLEX TECHNOLOGIES. IT SHALL NOT BE REPRODUCED OR COPIED IN WHOLE OR PART, OR DISCLOSED TO ANYONE WITHOUT THE DIRECT WRITTEN PERMISSION OF TIDEFLEX TECHNOLOGIES AND SHALL BE RETURNED UPON REQUEST.

TT PRODUCT: 44" TF-1 TIDEFLEX CHECK VALVE	
TT PART No: TF1-420-APPROVAL	
DR. BY: MVH	DATE: 11-20-07
CHKD. BY:	DATE:
CAD SCALE: FULL	REV
PLOT SCALE: .05	DWG No: TTS-DWG

CUSTOMER: DP Development, SRL-PM
ORDER No: Shop Drawing Submittal 02 Tideflex Check Valve

10" DIA. WOOD PILINGS



GENERAL NOTES:

1. WOOD PILING TO BE 10" DIA. CCA TREATED.
2. PILES DRIVEN TO A MINIMUM DEPTH OF 8' INTO STRATA
3. IF HARD STRATA IS ENCOUNTERED MIN. DEPTH 2' INTO ROCK.
4. DRAWINGS NOT TO SCALE.

DPD REVIEWED
FOR SUBMISSION

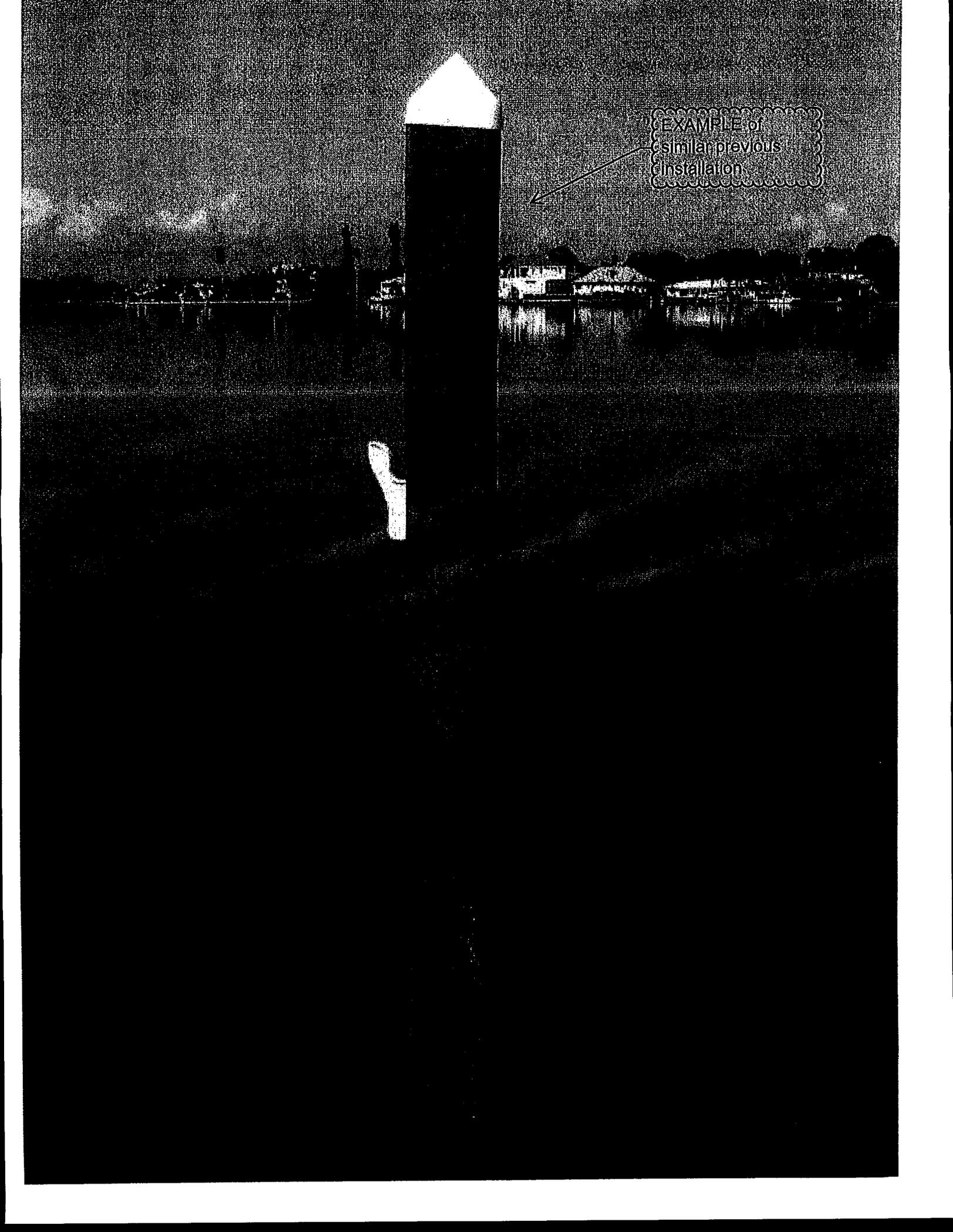


Shop Drawing Submittal 03 Wood Piling

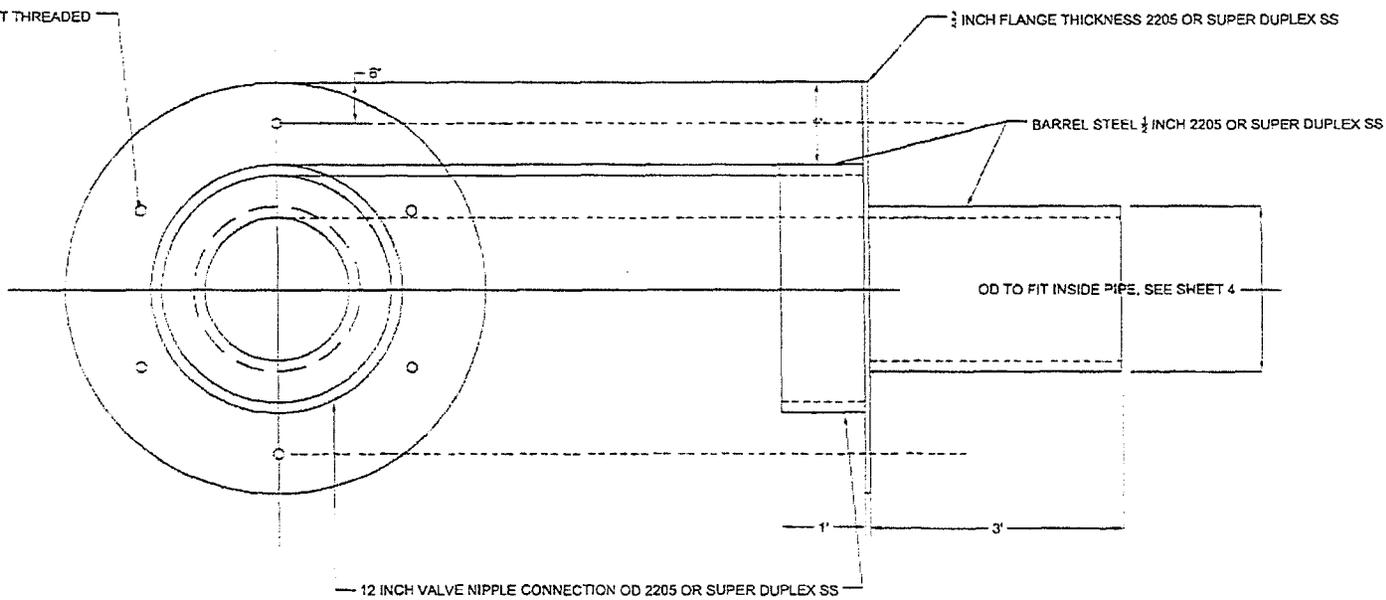
REVIEWED

By Steven R Lawless at 11:58 am, Jan 06, 2015

EXAMPLE of
similar previous
installation



3/8 INCH BORED HOLES NOT THREADED



1/2 INCH FLANGE THICKNESS 2205 OR SUPER DUPLEX SS

BARREL STEEL 1/2 INCH 2205 OR SUPER DUPLEX SS

OD TO FIT INSIDE PIPE, SEE SHEET 4

12 INCH VALVE NIPPLE CONNECTION OD 2205 OR SUPER DUPLEX SS

General Notes

REVIEWED
By Steven R Lawless at 12:05 pm, Jan 05, 2015



DPD REVIEWED FOR SUBMISSION

Pongard Deah This Week
Pongard Deah Back FL 33071
ORTHOGONAL VIEW OF INSERT

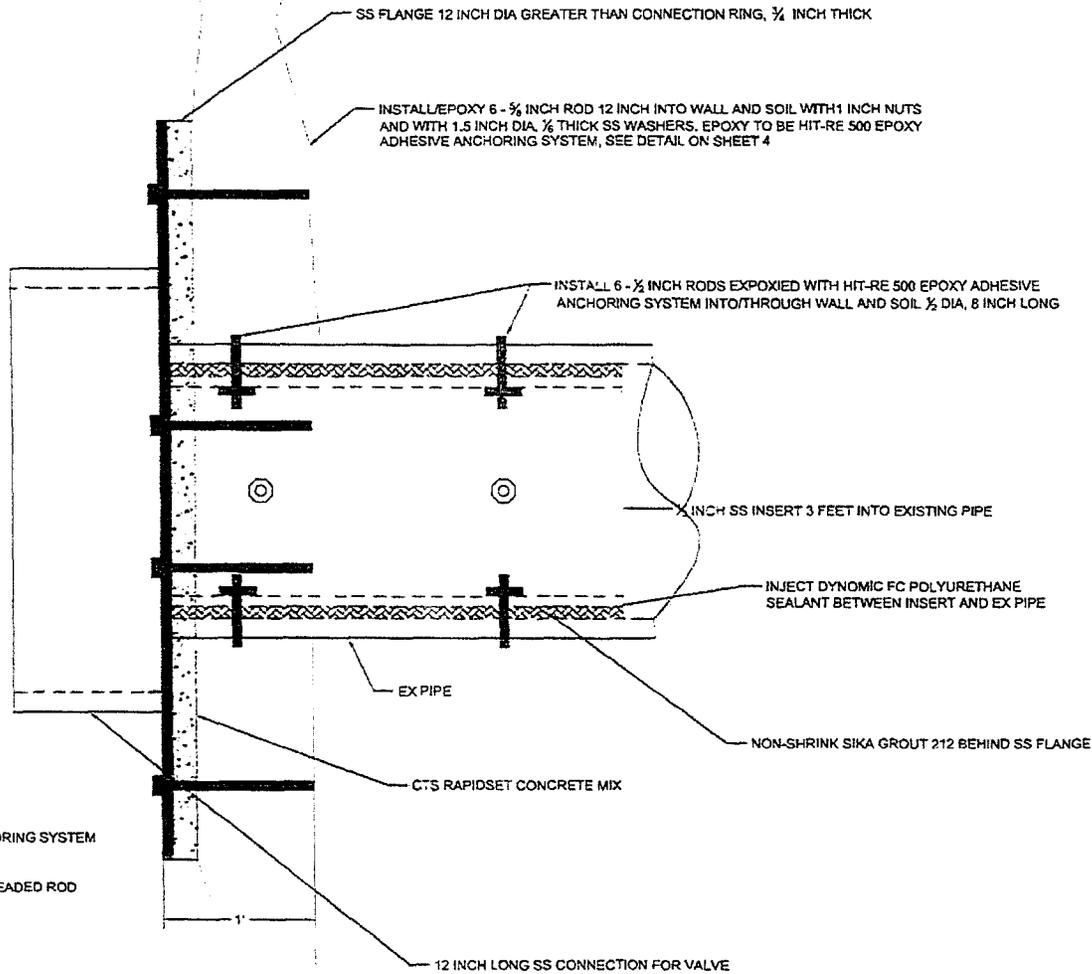
No	Revision/Issue	Date

Public Utility Management & Planning
Services Inc.
P.O. Box 227890
Hollywood, FL 33022

Dr. Frederick B. Betts, P.E.
PE # 43335

1/5/2015
As Noted

SEE SEPARATE SHEETS FOR CONCRETE SPECS, EPOXY SPECS, AND TYPE OF VALVE AND SPECS



SS FLANGE 12 INCH DIA GREATER THAN CONNECTION RING, 1/4 INCH THICK

INSTALL/EPOXY 6 - 1/2 INCH ROD 12 INCH INTO WALL AND SOIL WITH 1 INCH NUTS AND WITH 1.5 INCH DIA, 1/8 THICK SS WASHERS. EPOXY TO BE HIT-RE 500 EPOXY ADHESIVE ANCHORING SYSTEM, SEE DETAIL ON SHEET 4

INSTALL 6 - 1/2 INCH RODS EPOXYED WITH HIT-RE 500 EPOXY ADHESIVE ANCHORING SYSTEM INTO/THROUGH WALL AND SOIL 1/2 DIA, 8 INCH LONG

1 INCH SS INSERT 3 FEET INTO EXISTING PIPE

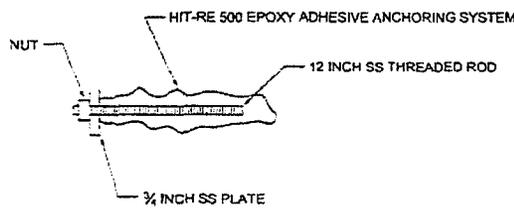
INJECT DYNAMIC FC POLYURETHANE SEALANT BETWEEN INSERT AND EX PIPE

EX PIPE

NON-SHRINK SIKA GROUT 212 BEHIND SS FLANGE

CTS RAPIDSET CONCRETE MIX

DETAIL OF THREADED ROD INSTALLATION



12 INCH LONG SS CONNECTION FOR VALVE

General Notes

REVIEWED
By Steven R Lawless at 12:05 pm, Jan 08, 2015



DPD REVIEWED FOR SUBMISSION

Pumpkin Beach Dam Valve
Revision 01
Revised by: J. L. 1/3/15
CRITICAL/NOV/01/ INSTALLED INSERT

No. Revision Date

Public Utility Management & Control
Lynchco, Inc.
P.O. Box 221100
Plymouth, FL 33022

Project No. 15-0000000000
Drawing No. 4-2332

Scale: As Shown
Date: 5/2015
Sheet: 02
44 Noted

PIPE DIMENSIONS			
SITE	EX PIPE NOM. DIA	DIA OF EXT OF (ID)	OD FLANGE NIPPLE
	INCH	INCH	INCH
2	24	22	24
3	30	28	30
5	36	33.50	36

SPECIFICATION SUMMARY

- INSERT/FLANGE ASSEMBLY 2205 DUPLEX OR SUPER DUPLEX SS
- 6 (OR 8 FOR 36 IN) FLANGE FACE BOLTS TO BE 12 INCH LONG, 5/8 IN DIA SS, FULLY THREADED AND EPOXIED INTO WALL AND SOIL, WITH 1 IN X 5/8 THREADED NUTS
- INTERNAL BOLTING TO BE 8 8 IN LONG, 1/2 IN DIA THREADED EPOXIED THROUGH EXISTING FIBERGLASS INSERT, PIPE AND SURROUNDING SOIL WITH 1/2 IN THREADED NUTS
- EPOXY TO BE HIT-RE 500 EPOXY ADHESIVE ANCHORING SYSTEM
- GROUT TO BE SIKAGROUT 212
- CEMENT FOR FLANGE TO WALL TO BE RAPID SET CONCRETE MIX

DATE: 1/06

REVIEWED
By Steven R Lawless at 12:04 pm, Jan 06, 2015



**DPD REVIEWED
FOR SUBMISSION**

Prepared By: TBA Velez
 Checked By: Steven R Lawless, P.E.
 DATE: 1/3/15
 SHEET: 04

No.	Revision/Issue	Date

For more information contact:

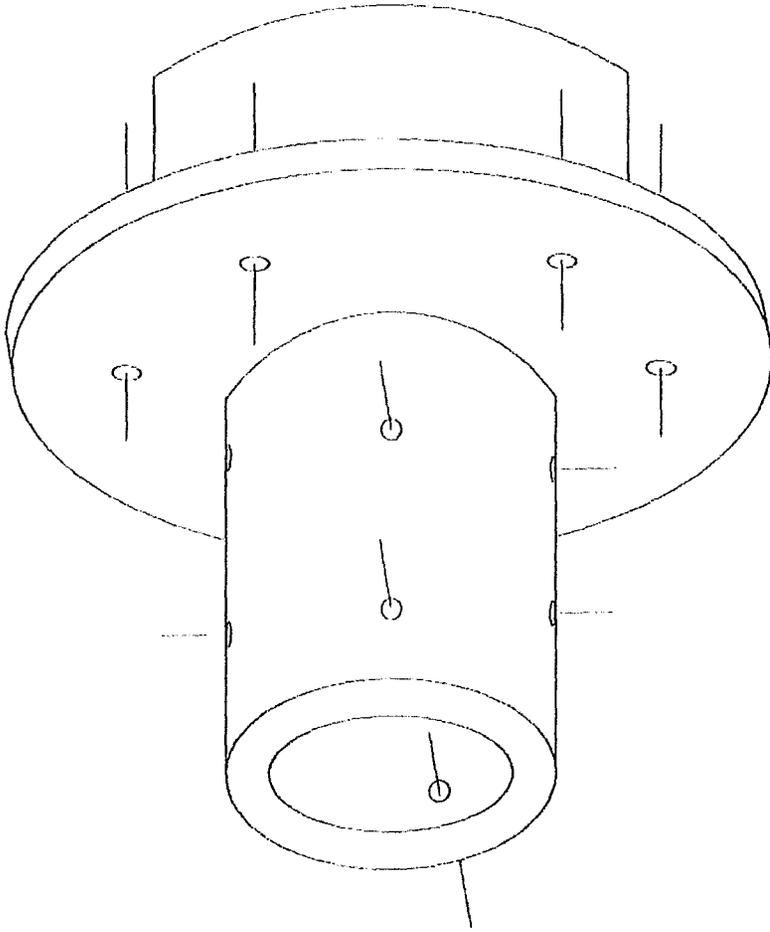
Public Utility Management & Planning
 Services, Inc.
 P.O. Box 20760
 Hollywood, FL 33022

Dr. Steven R. Lawless, P.E.
 1/3/15

1/3/15

As Noted

04



<p>05</p>	<p>27-1206</p>	<p>3000 10171 1/2" NPT x 1/2" NPT 1/2" O.D. x 1/2" I.D. 1/2" x 1/2" x 1/2"</p>	<p>1/2" x 1/2" x 1/2"</p>	<p>Pompano Beach Title Values Riverside Dr. Pompano Beach, FL 33071 ISOMETRIC VIEW</p>	<p>REVIEWED By Steven R Lawless at 12:04 pm, Jan 06, 2018</p>	<p>LA/ADP 2018/01/06</p>
-----------	----------------	--	---------------------------	---	---	-------------------------------------

2205 Duplex Stainless Steel



Description

The 2205 S.S. (UNS S31803) alloy is probably the most recognized and widely used of the many duplex stainless steels. As the name duplex implies, it has a dual phase microstructure of both austenite and ferrite. In other words, duplex alloys have the strength of ferritic (400 series) S.S. while retaining the corrosion resistance of the austenitic (300 series) S.S.

Corrosion Resistance

The duplex stainless steels have general corrosion resistance comparable to 316 S.S. and even exceed it in many applications. In addition, their particular combination of higher chromium, molybdenum and nitrogen gives the duplexes more resistance to localized forms of corrosion such as pitting, crevice and stress corrosion cracking. Since 2205 lacks the copper addition of CD4MCuN, it would not be expected to do as well as CD4MCuN in sulfuric acid.

Mechanical Properties

Like all duplex stainless steels, 2205 has approximately twice the yield strength of 316 stainless and it is also about 50% harder. In addition, it has a slightly higher modulus of elasticity than 316 S.S. which means it is stiffer, thus less deflection can be expected.

Specifications

The 2205 alloy is available in various product forms:

DPD REVIEWED
FOR SUBMISSION



Bar ASTM A276 or A479 grade S31803
Castings ASTM A890 grade 4A
Tube ASTM A789
Pipe ASTM A790
Plate ASTM A240
Werkstoff-Nr. 1.4462 DIN X 2 CrNiMoN 22 5 3

REVIEWED

By Steven R Lawless at 12:06 pm, Jan 06, 2016

Chemical Composition

	<u>2205</u>	<u>316</u>	<u>CD4MCuN</u>
Chromium	21-23	16-18	24.5-26.5
Nickel	4.5-6.5	10-14	4.7-6.0
Molybdenum	2.5-3.5	2.0-3.0	1.7-2.3
Copper	---	---	2.7-3.3
Silicon	1.0	1.0	1.0
Manganese	2.0	2.0	1.0
Carbon	.03	.08	.04
Nitrogen	.08-.20	---	.1-.25
Iron	Bal	Bal	Bal

Mechanical Properties (Annealed)

	<u>2205</u>	<u>316</u>	<u>CD4MCuN</u>
Yield Strength, ksi (Mpa)	65 (450)	30 (205)	70 (485)
Tensile Strength, ksi (Mpa)	90 (620)	75 (215)	100 (690)
% Elongation	25	30	16

Flowserve Corporation, 2200 East Monument Avenue, Dayton, Ohio 45402, (937) 226-4000

Duplex 2507

Duplex 2507 is a super duplex stainless steel designed for applications which demand exceptional strength and corrosion resistance. Alloy 2507 has 25% chromium, 4% molybdenum, and 7% nickel. This high molybdenum, chromium and nitrogen content results in excellent resistance to chloride pitting and crevice corrosion attack and the duplex structure provides 2507 with exceptional resistance to chloride stress corrosion cracking.

Usage of Duplex 2507 should be limited to applications below 600° F (316° C). Extended elevated temperature exposure can reduce both the toughness and corrosion resistance of alloy 2507.

Duplex 2507 possesses excellent mechanical properties. Often a light gauge of 2507 material can be used to achieve the same design strength of a thicker nickel alloy. The resulting savings in weight can dramatically reduce the overall cost of fabrication.

Corrosion Resistance

2507 Duplex is highly resistant to uniform corrosion by organic acids such as formic and acetic acid. It is also highly resistant to inorganic acids, especially if they contain chlorides. Alloy 2507 is highly resistant to carbide-related intergranular corrosion. Due to the ferritic portion of the duplex structure of the alloy it is very resistant to stress corrosion cracking in warm chloride containing environments. Through additions of chromium, molybdenum and nitrogen localized corrosion such as pitting and crevice attack are improved. Alloy 2507 has excellent localized pitting resistance.

What are the characteristics of Duplex 2507?

- High resistance to chloride stress corrosion cracking
- High Strength
- Superior resistance to chloride pitting and crevice corrosion
- Good general corrosion resistance
- Suggested for applications up to 600° F
- Low rate of thermal expansion
- Combination of properties given by austenitic and ferritic structure
- Good weldability and workability

Chemical Composition, %

Cr	Ni	Mo	C	N	Mn
24.0-26.0	6.0-8.0	3.0-5.0	0.030 Max	.24-.32	1.20 Max
Si	Cu	P	S	Fe	
0.80 Max	0.50 Max	0.035 Max	0.020 Max	Balance	

ASTM Specifications

Pipe Smls	Pipe Welded	Tube Smls	Tube Welded	Sheet/Plate	Bar	Flanges & Fittings
A790	A790	A789	A789	A240	A276	A182

Zeron 100 Super Duplex Stainless Steel

Zeron 100, super duplex stainless steel, is a highly alloyed stainless steel designed for use in aggressive environments. High strength, toughness, excellent corrosion resistance and its resistance to corrosion in a wide range of organic and inorganic acids are just a few characteristics that make this duplex stainless steel attractive to a variety of industries. Lastly, it is highly resistant to strong alkalis and resists corrosion in many non-oxidizing acids.

Usage of this super duplex stainless steel is not recommended when it involves extended exposure to temperatures greater than 572° F. This exposure causes a substantial reduction in toughness.

Notice the chemical composition of duplex 2507 and Zeron 100 are similar however; Zeron 100 contains slightly more copper. The copper content (min. 0.5, max 1.0) permits excellent resistance to corrosion in many non-oxidizing acids.

What are the characteristics of Zeron 100, super duplex stainless steel?

- Guaranteed corrosion performance (PREn ≥ 40)
- High resistance to pitting and crevice corrosion
- Excellent resistance to stress corrosion cracking in both chloride and sour environments
- High resistance to erosion corrosion and corrosion fatigue
- Excellent mechanical properties
- Possibility for weight reduction over austenitic, standard duplex and nickel base alloys
- Good weldability

Chemical Composition, %

Cr	Ni	Mo	C	W	Cu
24.0-26.0	6.0-8.0	3.0-4.0	0.030 Max	0.5-1.0	0.50-1.0
N	Mn	Si	P	S	Fe
0.2-0.3	1.00 Max	1.0 Max	0.03 Max	0.01 Max	Balance

ASTM Specifications

Pipe & Tube	Sheet/Plate	Bar
A790, A928, A789	A240	A276

Mechanical Properties

Room Temperature, Solution Annealed Condition

Tensile Strength, ksi	.2% Yield Strength, ksi	% Elongation in 50mm	Hardness Max.
109	80	25	28 HRC

Zeron® 100 is a registered trademark of RA Materials.

EXHIBIT "B"

CONDITIONS OF THE CONTRACT

1. The plans prepared by DP Development of the Treasure Coast, LLC and Public Utility Management & Planning Services Inc have been or will be paid for by owner.
2. Owner has the right to approve in writing the materials, systems and finishes involved in the project.
3. Work days are Monday through Friday, excluding holidays. Neither owner nor contractor shall offer workers any beer or other alcoholic beverages while on the jobsite.
4. Owner carries insurance policies of its own, but this shall not diminish this contract's requirement concerning insurance to be furnished by contractor.
5. Owner shall pay for electricity, water and other usual utilities furnished to the jobsite during construction of the work.
6. Except as provided in the contract or allowed by law, owner shall not stop or obstruct contractor in performing the work.
7. All notices to contractor shall be given to contractor at the address, fax or phone number set forth at the beginning of this contract. All notices to owner shall be given to owner's agent at the address set forth at the beginning of this contract and to any other persons as owner from time to time designates in writing to contractor.
8. Owner shall remove-or cover its items of personal property that remain on the jobsite during construction. Owner and contractor shall take reasonable precautions to protect those items.
9. All demolished material will be the property of contractor unless owner expressly states otherwise.
10. Contractor is responsible for cleanup of construction materials and trash on a regular basis so as not to be illegal or unsightly. Site and interior will be left broom clean only.

DPD Conditions added → #11 to 12

#11 The terms and conditions of the DPD PROPOSAL 14-170 in response to Request for Proposal E-53-14 PROCUREMENT AND INSTALLATION SERVICES FOR STORMWATER OUTFALL CHECK VALVES Dated July 24, 2014 \$169,125.00 are hereby incorporated and made part of the construction agreement.

#12

Any costs resulting from Army Corp of Engineering or any other agency regarding permits, impacts, private property, or other similar incidental fees are explicitly excluded

EXHIBIT "C"

CONTRACT BREAKDOWN

#	Description	Quantity	Unit	Unit Price	Extension
1	General Conditions	1	LS	\$38,125.00	\$38,125.00
2	601 South Riverside Drive	1	LS	\$6,000.00	\$6,000.00
3	301 South Riverside Drive	1	LS	\$24,000.00	\$24,000.00
4	303 North Riverside Drive	1	LS	\$41,500.00	\$41,500.00
5	521 North Riverside Drive	1	LS	\$18,500.00	\$18,500.00
6	615 North Riverside Drive	1	LS	\$41,000.00	\$41,000.00
7	Wood Piling Bollards	10	EA	\$1,100.00	\$11,000.00
8	Public Utility Management Added Engineering Fees	1	LS	\$3,250.00	\$3,250.00
TOTAL		\$183,375.00			

EXHIBIT "D"
PARTIAL WAIVER OF LIEN AND
AFFIDAVIT OF PAYMENT

State of Florida
County of _____

The undersigned, DP Development of the Treasure Coast, LLC, has performed work under a contract with CITY OF POMPANO BEACH with respect to the renovation of the POMPANO E-53-14 PROCUREMENT AND INSTALLATION SERVICES FOR STORMWATER OUTFALL CHECK VALVES located on owner's grounds on :

601 South Riverside Drive, 301 South Riverside Drive, 303 North Riverside Drive, 521 North Riverside Drive, 615 North Riverside Drive, Broward County, Florida, legally described on the attachment to this contract.

The undersigned, for good and valuable consideration in the amount of \$_____, the receipt of which is acknowledged by the undersigned, waives, releases, discharges and relinquishes forever all construction, mechanics and other liens, rights of lien and claims of any kind on or against owner and owner's above-described real property on account of all work, labor, services and materials furnished for or incorporated into the real property by the undersigned or anyone claiming by, through or under the undersigned prior to and through the following partial completion date:

Partial Completion Date: _____

The undersigned further certifies that the consideration moving to the undersigned for executing this instrument has been mutually given and accepted as absolute payment and not as a conditional or part payment or as security for payment and constitutes payment in full for all work, labor, material and services furnished prior to and through the partial completion date.

The undersigned certifies that all persons who have furnished work, labor, material or services to the property prior to and through the partial completion date at the request or order of the undersigned have been paid *in full*, except for the following: _____

This instrument is executed on _____.

AFFIANT:

BY: _____

PRINT NAME: _____

TITLE: _____

The foregoing instrument was acknowledged before me on the ____ day of _____, 20__, by _____ as _____ of _____ He/she is personally known to me or has produced _____ as identification..

NOTARY SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Print Name

(Commission Number)

EXHIBIT "E"

FINAL WAIVER OF LIEN AND
AFFIDAVIT OF PAYMENT

State of Florida
County of _____

The undersigned, DP Development of the Treasure Coast, LLC, has performed work under a contract with CITY OF POMPANO BEACH with respect to the renovation of the POMPANO E-53-14 PROCUREMENT AND INSTALLATION SERVICES FOR STORMWATER OUTFALL CHECK VALVES located on owner's grounds on :

601 South Riverside Drive, 301 South Riverside Drive, 303 North Riverside Drive, 521 North Riverside Drive, 615 North Riverside Drive, Broward County, Florida, legally described on the attachment to this contract.

The undersigned, for good and valuable consideration in the amount of \$ _____, the receipt of which is acknowledged by the undersigned, waives, releases, discharges and relinquishes forever all construction, mechanics' and other liens, rights of lien and claims of any kind on or against owner and owner's above-described real property on account of all work, labor, services and materials furnished or to be furnished for or incorporated into the real property by the undersigned or anyone claiming by, through or under the undersigned.

The undersigned further certifies that the consideration moving to the undersigned for executing this instrument has been mutually given and accepted as absolute payment and not as a conditional or part payment or as security for payment and constitutes payment in full for all work, labor, material and services furnished or to be furnished.

The undersigned certifies that all persons who have furnished or shall furnish work, labor, material or services to the property at the request or order of the undersigned have been paid in full.

This instrument is executed on _____.

AFFIANT:

BY: _____
PRINT NAME: _____
TITLE: _____

The foregoing instrument was acknowledged before me on the ____ day of _____, 20____, by _____ as _____ of _____ He/she is personally known to me or has produced _____ as identification..

NOTARY SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Print Name

(Commission Number)

REQUESTED COMMISSION ACTION:

X Consent Ordinance X Resolution Consideration/
 _____ _____ _____ Discussion _____
 Presentation

SHORT TITLE A resolution approving 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.

City to receive 7% of gross food sales and 10% of gross alcoholic beverage sales,
or a minimum of \$200 per month, whichever is greater.

Summary of Purpose and Why:

The license agreement is for DJP Concessions Inc. to operate two concession stands at Community Park (softball and baseball 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.

Tabled from April 14, 2015 City Commission Meeting

- (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: 3 years – May 2018
- (4) Fiscal impact and source of funding: City will receive 7% of gross food sales and 10% of gross alcoholic beverage sales or minimum of \$200 per month, whichever is greater.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	<u>5-12-15</u>	Approve	<u>[Signature]</u>
City Attorney	<u>5/13/15</u>	—	<u>[Signature]</u>
Internal Audit	<u>5/13/15</u>	Approve	<u>[Signature]</u>
Risk Management	<u>5-13-15</u>	Approved	<u>[Signature]</u>
General Services	<u>5-14-15</u>	APPROVAL	<u>[Signature]</u>

[Signature]
 X City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

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



MEMORANDUM

Parks, Recreation & Cultural Arts

Memorandum 15-A053

DATE: May 11, 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 May 26, 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.

The Parks and Recreation Advisory Board reviewed the agreement at their May 6, Board Meeting and made the motion to move the agreement forward for approval by the City Commission.

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

MB/afh

cc: Jonathan Nasser, Interim Recreation Manager

**Parks and Recreation Advisory Board
Memorandum 15-09**

DATE: May 6, 2015
TO: City Commission
FROM: Parks and Recreation Advisory Board
SUBJECT: DJP Concessions, Inc. Agreement

At the meeting of the Parks and Recreation Advisory Board held on May 6, 2015, the Board reviewed the agreement between the city and DJP Concessions, Inc.

The Board made the following motion:

MOTION:

Mr. Arnold made the motion to move the contract forward to the City commission.
Mr. Katz seconded the motion, with all Board members voting in favor.

Rafael Katz (afh)

Rafael Katz, Chairman
Parks and Recreation Advisory Board

afh

cc: Dennis Beach, City Manager
Mark A. Beaudreau, Recreation Programs Administrator



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

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.

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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 _____, 2015, 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 _____, 2015, and ending _____, 2018. The CITY reserves the right to extend this Agreement with two (2) one-year renewal options provided both parties agree in writing to said extension. Renegotiation should commence at least 180 days prior to normal termination.

ARTICLE 4

RESPONSIBILITIES OF LICENSEE

LICENSEE shall 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.

B. CITY, at its cost, shall provide such amenities as electricity, water, and extermination services at the concession areas.

C. CITY shall provide LICENSEE a monthly schedule of activities for Community Park on or before the first day of each month to ensure the concessions are open and properly staffed with qualified personnel during all scheduled activities. CITY shall also promptly update the monthly schedule as necessary and afford LICENSEE a minimum of 24 hours advance notice of any subsequent changes.

D. CITY shall be responsible to promptly conduct the background checks of LICENSEE's employees or other agents providing services under this Agreement.

**ARTICLE 6
COMPENSATION AND METHOD OF PAYMENT**

A. All revenues generated under this Agreement shall be distributed as summarized below and further detailed in the accounting methods and procedures set forth in Exhibit E attached hereto and made a part hereof.

B. LICENSEE shall provide CITY a percentage of gross sales generated from the concessions LICENSEE operates at Community Park, or a minimum amount per month, whichever is greater, in accordance with the following formulas.

Percentage of gross food/non-alcoholic sales payable to CITY: 7%

OR

Minimum dollar amount per month payable to CITY: \$100

and

Percentage of gross alcoholic sales payable to CITY: 10%

OR

Minimum dollar amount per month payable to CITY: \$100

**ARTICLE 7
ACCOUNTING AND RECORD KEEPING PROCEDURES**

A. LICENSEE shall use accounting methods and procedures in accordance with generally accepted accounting principles, which shall include but not be limited to, those methods and procedures set forth in this Article and in Exhibit E attached hereto and made a part hereof.

B. LICENSEE and its employees providing merchandise hereunder shall be required to record and preserve complete and accurate records attendant to this Agreement for a period of five (5) years after its termination or, if an audit has been initiated and audit findings have not been resolved at the end of this five (5) year period, the records shall be retained until resolution of the audit findings.

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 the Tennis Center.

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 Wasser

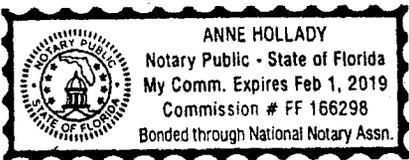
DJP CONCESSIONS, INC., a Florida corporation

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:



Anne Hollady
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 ½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

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

Title page:

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

Table of Contents:

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

Letter of Transmittal:

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

Fees & Costs:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:

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		
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 \$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 (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors,

subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

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

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

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

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

Witnesses:

CITY OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

By: _____

DENNIS W. BEACH, CITY MANAGER

Attest:

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”

Witnesses:

(Print name of company)

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

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

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:

7 %

OR

Minimum dollar amount per month payable to the City:

\$ 100⁰⁰

Percentage of gross alcoholic sales payable to the City:

10 %

OR

Minimum dollar amount per month payable to the City:

\$ 100⁰⁰

Baseball Complex

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

7 %

OR

Minimum dollar amount per month payable to the City:

\$ 100⁰⁰

Percentage of gross alcoholic sales payable to the City:

10 %

OR

Minimum dollar amount per month payable to the City:

\$ 100⁰⁰

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 | 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. 954-590-8341
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

No Initial ~~Initial~~ Initial

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"

Witnesses:

(Print name of company)

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			
* Policy to be written on a claims made basis		Per Occurrence	Aggregate
		\$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: May 26, 2015

Agenda Item

6

REQUESTED COMMISSION ACTION:

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Consideration/ Discussion	<input type="checkbox"/> Presentation
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SHORT TITLE A resolution of the City Commission of the City of Pompano Beach, approving and authorizing the proper city officials to execute a reciprocal use agreement between the City of Pompano Beach and The School Board of Broward County.

Fiscal Impact: None at this time.

Summary of Purpose and Why:

The reciprocal use agreement is a partnership with The School Board of Broward County, which allows for shared resources and support of each other's goals and objectives. The term of the agreement is for a five year period commencing July 20, 2015. The Parks and Recreation Advisory Board reviewed the agreement at their May 6, meeting.

- (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: July 19, 2020
- (4) Fiscal impact and source of funding: None at this time.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>Parks & Recreation</u>	<u>5-12-15</u>	<u>Approve</u>	<u>Mark Beaudreau</u>
<u>City Attorney</u>	<u>5/13/15</u>		<u>Robert Brown</u>

[Signature]

City Manager

[Signature: Greg Harris]

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-A069

DATE: May 12, 2015

TO: Dennis Beach, City Manager

FROM: Mark Beaudreau, Recreation Programs Administrator *MB*

SUBJECT: Reciprocal Use Agreement with the School Board of Broward County

Please place the attached resolution on the May 26, 2015, City Commission Agenda. The agreement is a Reciprocal Use Agreement between the City and the School Board of Broward County to enter into a partnership for the joint use of facilities. A list of facilities for the City appears as Exhibit A and the list of School Board facilities appears as Exhibit B. The term of the agreement is for a period of five years commencing on July 20, 2015.

The Parks and Recreation Advisory Board reviewed the agreement at their May 6 meeting.

If you need any additional information please call me.

afh



City Attorney's Communication #2015-784

March 30, 2015

TO: Mark A. Beaudreau, Recreation Programs Administrator
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Reciprocal Use Agreement

As requested in your memorandum received in our office on March 27, 2015, Parks, Recreation & Cultural Arts Memorandum 15-A065, 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 RECIPROCAL USE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; PROVIDING AN EFFECTIVE DATE.

Please attach an updated City signature page to the agreement prior to presenting the resolution to the City Commission.


GORDON B. LINN

/jrm
l:cor/recr/2015-784

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 RECIPROCAL USE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Agreement between the City of Pompano Beach and The School Board of Broward County, Florida, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and The School Board of Broward County, Florida.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

RECIPROCAL USE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____
2015, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a political subdivision of the State of Florida
having its principal place of business at
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

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

WHEREAS, partnerships instill a sense of civic pride and responsibility in students that will last far beyond their educational experience; and

WHEREAS, cities and schools may share resources to support each other's goals and objectives; and

WHEREAS, this collaboration provides the opportunity to develop a seamless, communication infrastructure between City officials, City staff and their counterparts in the School District; and

WHEREAS, City, as part of its recreation program wishes to provide additional outdoor playground recreation facilities for its citizens; and

WHEREAS, SBBC, as the controlling body of the district schools of Broward County, Florida owns, operates and maintains various facilities throughout the county, including elementary, middle and high schools, vocational sites, training facilities and equipment in the City of Pompano Beach suitable for use by City in its municipal programs; and

WHEREAS, SBBC wishes to provide additional facilities for its programming; and

WHEREAS, City owns, operates and maintains numerous facilities suitable for use by SBBC for its educational, and training programs; and

WHEREAS, City staff and SBBC have determined that entering into numerous agreements for the use of each other's facilities on a case-by-case basis will result in the expense of additional administrative time and resources; and

WHEREAS, City and SBBC believe that a formal agreement providing reciprocal use of each other's facilities will be of mutual benefit to all parties;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall be for a period of five (5) years commencing on July 20, 2015.

2.02 **City Licensed Facilities**.

2.02.1 **Authorized Use of City Licensed Facilities by SBBC**. City owns and operates a number of facilities located in the City of Pompano Beach, Florida, which are suitable for use by SBBC for its educational and training programs. The City agrees to allow SBBC use of City facilities (hereinafter referred to as "City Licensed Facilities") including, but not limited to those described in **Exhibit "A"**, on such days and at such times as are mutually agreed upon by the Recreation Programs Administrator or designee and the Superintendent or designee. The City agrees to waive any and all rental fees (excluding any custodial costs and energy assessments costs, when applicable) associated with SBBC's use of City facilities. However, the parties agree there will be no charges for normal and customary operational costs associated with the facility use during the normal hours of operations, unless additional costs will be incurred as a result of SBBC's use. All costs that are the responsibility of SBBC shall be paid within 30 days of receipt of an invoice from the City.

2.02.2 **Procedure to Request Use of City Licensed Facilities**. The following procedure shall be followed whenever SBBC desires to use any City Licensed Facilities:

2.02.2.1 SBBC shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "C"**, to the Recreation Programs Administrator or designee for use of City Licensed Facilities a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities desired, to be used by SBBC and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the Recreation Programs Administrator or designee without a formal amendment of this Agreement.

2.02.2.2 The Recreation Programs Administrator or designee shall determine if the requested use conflicts or interferes with any other usage of the City Licensed Facility. If there is no conflict in use and human resources are available, the request will be approved and returned to SBBC. If there is a conflict and the request is not approved, SBBC may appeal the denial to the City Manager. The City Manager will determine whether to uphold the denial within fifteen (15) calendar days of filing of the appeal, and the decision of the City Manager upon such appeal shall be final.

2.02.2.3 Said City Licensed Facilities are to be used by SBBC solely for educational and training purposes which are an integral part of the Public Education Program of Broward County and for no other purpose whatsoever without the prior written consent of the City.

2.02.2.4 The use of said City Licensed Facilities by SBBC shall, at all times, be in compliance with the laws of the State of Florida, local laws and City's Code of Ordinances. SBBC shall require its instructors, agents, students and invitees to follow all rules and regulations promulgated by City.

2.02.3 Maintenance of City Licensed Facilities. City shall provide and maintain the parking lot, parking lot lighting, and ingress and egress at all City Licensed Facilities. The City shall have the continuing duty to maintain City Licensed Facilities and equipment in a safe condition and to ensure that any unsafe condition or defect in or upon City Licensed Facilities is remedied and/or repaired within a reasonable time of actual or constructive notice of such condition. If in the course of its maintenance and operation, the City becomes aware of any dangerous or unsafe condition in or upon City Licensed Facilities or equipment, City shall immediately correct the dangerous condition or prevent the use of City Licensed Facilities or equipment by other persons so as not to endanger the life or safety of persons at the Licensed Facilities or equipment. If in the course of SBBC's use and occupancy of City Licensed Facilities or equipment, SBBC becomes aware of any dangerous condition in or upon City Licensed Facilities or equipment, SBBC shall, immediately, notify the City Manager or Recreation Programs Administrator or designee of such dangerous or unsafe condition and cease SBBC'S use of City Licensed Facilities or equipment which is unsafe until such time as City corrects or remedies the condition. The City shall have final determination as to what is deemed "unsafe". If SBBC does not notify the City of such dangerous conditions, and City is not otherwise aware nor should it have been aware of same, City shall not be liable to SBBC, its employees, agents or invitees for loss, personal injury or damage. This paragraph shall not create any rights for any third party to sue the City or SBBC, and there shall be no third party beneficiary.

2.02.4 City Access to City Licensed Facilities. City and its officers, agents and employees engaged in the operation maintenance or repair of the City Licensed Facilities reserve the right, at any time, to enter upon and have free access to any and all parts of the City Licensed Facilities. City shall have the right to observe all operations of SBBC at City Licensed Facilities in regard to ensuring that said facilities are not subjected to risk of loss. City reserves the right to preclude or interrupt any act or use of equipment by SBBC within the reasonable judgment of the City Manager or Recreation Programs Administrator or designee of the affected City Licensed Facilities, if it is necessary in the interest of public safety to protect person or property from exposure to risk of injury, death, damage or loss. City shall have the right to inspect any and all

parts of City Licensed Facilities and make or cause to be made necessary repairs thereto, to enforce all necessary and proper rules for the management and operation of the premises and to enforce the license obligations hereunder.

2.02.5 SBBC Property on City Licensed Facilities. City assumes no responsibility whatsoever for any property placed on its premises by SBBC, its agents, employees, representatives, independent contractors or invitees.

2.02.6 Restrictions on Items Brought onto City Licensed Facilities. SBBC agrees not to bring onto City Licensed Facilities, any material, substances, equipment or objects that are likely to endanger the life or to cause bodily injury to any person or damage to the City Licensed Facilities or which are likely to constitute a hazard to property thereon. City shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto the City Licensed Facilities and the right to require their immediate removal from the property.

2.02.7 Construction of Improvements. SBBC shall not construct any improvements upon any of City Licensed Facilities during the term of this Agreement without prior written consent of City. Any improvement constructed upon City Licensed Facilities without prior written approval of the City shall be removed or relocated by SBBC within ten (10) days of written demand by City. SBBC is authorized to place items of movable personal property onto the City Licensed Facilities for use therein without prior written approval of City. If SBBC fails to remove items of moveable personal property upon termination of this Agreement, City may remove and store said items and SBBC shall reimburse City for the costs of relocating and storing the items.

2.02.8 Vacation of City Licensed Facilities. Upon vacation of City Licensed Facilities after each use and occupancy, SBBC shall leave said facilities in a condition equal to that at the commencement of that day's usage, ordinary use and wear thereof excepted, and shall remove from the premises all items of movable personal property brought onto the City Licensed Facilities by SBBC.

2.03 SBBC Licensed Facilities.

2.03.1 Authorized Use of SBBC Licensed Facilities by City. SBBC owns, operates and maintains various facilities (hereinafter referred to as "SBBC Licensed Facilities") throughout the county, including elementary, middle, high and technical schools sites and training facilities located in the City of Pompano Beach that may be suitable for use by residents of the City of Pompano Beach and the City may desire to place its programs, special functions, training programs, homeowners association and community meetings at these sites. SBBC agrees to allow City use of SBBC facilities in the City of Pompano Beach, including, but not necessarily limited to those described in **Exhibit "B"**, on such days and at such times as are mutually agreed upon by the Superintendent or designee and the Recreation Programs Administrator or designee.

2.03.2 Procedure to Request Use of SBBC Licensed Facilities. The following procedure shall be followed whenever the City desires to use any SBBC Licensed Facilities:

2.03.2.1 City shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "C"** to the Superintendent or designee for use of SBBC Licensed Facilities a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities to be used by the City or its residents and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the Recreation Programs Administrator or designee without a formal amendment of this Agreement.

2.03.2.2 The Superintendent or designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of SBBC Licensed Facilities by other parties. If there is no conflict in use and human resources are available, the request will be approved and returned to the City. If there is a conflict and the request is not approved, the City may appeal the denial to SBBC's Director, Service Quality or designee. The Director, Service Quality or designee will determine whether to uphold the denial within fifteen (15) calendar days of filing of the appeal, and the decision of the Director, Service Quality or designee upon such appeal shall be final.

2.03.2.3 The use of SBBC Licensed Facilities by the City shall, at all times be in compliance with the applicable laws of the State of Florida and SBBC policies.

2.03.3 Maintenance of SBBC Licensed Facilities. SBBC shall provide and maintain the parking lot, parking lot lighting and ingress and egress at all SBBC Licensed Facilities. SBBC shall have the continuing duty to maintain SBBC Licensed Facilities and equipment in a safe condition and to ensure that any unsafe condition or defect in or upon SBBC Licensed Facilities and equipment is remedied and/or repaired within a reasonable time of actual or constructive notice of such condition. If in the course of its maintenance and operation, SBBC becomes aware of any dangerous or unsafe condition in or upon SBBC Licensed Facilities or equipment, SBBC shall immediately correct the dangerous condition or prevent the use of the facilities or equipment by other persons so as not to endanger the life or safety of persons at the facility. If in the course of City's use and occupancy of SBBC Licensed Facilities or equipment, City becomes aware of any dangerous condition in or upon SBBC Licensed Facilities or equipment, City shall, as soon as reasonably possible, notify the principal of SBBC Licensed Facilities being utilized, of such dangerous or unsafe condition and cease City's use of the facilities or equipment which are unsafe until such time as SBBC corrects or remedies the condition. SBBC shall have final determination as to what is deemed "unsafe". If the City does not notify SBBC of such dangerous conditions, and SBBC is not otherwise aware nor should have been aware of same, SBBC shall not be liable to City, its employees, agents or invitees for loss, personal injury or damage. This paragraph shall not create any rights for any third party to sue the City or SBBC, and there shall be no third party beneficiary.

2.03.4 SBBC Access to SBBC Licensed Facilities. SBBC and its officers, agents and employees engaged in the operation, maintenance or repair of SBBC Licensed Facilities reserve the right, at any time, to enter upon and have free access to any and all parts of SBBC Licensed Facilities. SBBC shall have the right to observe all operations of City at SBBC Licensed Facilities in order to ensure that the facilities are not subjected to risk of loss. SBBC reserves the right to preclude or interrupt any act or use of equipment by City within the reasonable judgment

of the Superintendent or designee of SBBC Licensed Facilities, if it is necessary in the interest of public safety to protect person or property from exposure to risk of injury, death, damage or loss. SBBC shall have the right to inspect any and all parts of SBBC Licensed Facilities and make or cause to be made necessary repairs thereto, to enforce all necessary and proper rules for the management and operation of the premises and to enforce the license obligations hereunder.

2.03.5 City Property on SBBC Licensed Facilities. SBBC assumes no responsibility whatsoever for any property placed on the premises by City, its agents, employees, representatives, independent contractors or invitees.

2.03.6 Restrictions on Items Brought onto SBBC Licensed Facilities. City agrees not to bring onto SBBC Licensed Facilities, any material, substances, equipment or objects that are likely to endanger the life or to cause bodily injury to any person or damage to SBBC Licensed Facilities or which are likely to constitute a hazard to property thereon. SBBC shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto SBBC Licensed Facilities and the right to require their immediate removal from the property.

2.03.7 Construction of Improvements. City shall not construct any improvements upon any of SBBC Licensed Facilities during the term of this Agreement without the prior written consent of SBBC. Any improvement constructed upon SBBC Licensed Facilities without prior written approval of SBBC shall be removed or relocated by City within ten (10) days of written demand by SBBC. City is authorized to place items of personal property onto the licensed facilities for the use thereon by City without prior written approval of SBBC. If City fails to remove items of personal property upon termination of this Agreement, SBBC may remove and store said items and City shall reimburse SBBC for the costs of relocating and storing the items.

2.03.8 Vacation of SBBC Licensed Facilities. Upon vacation of SBBC Licensed Facilities after each use and occupancy, City shall leave SBBC Licensed Facilities in a condition equal to that at the commencement of that day's usage, ordinary use and wear thereof excepted, and shall remove from the premises all items of movable personal property brought onto the School Board Licensed Facilities by City.

2.03.9 Use of Fixed Kitchen Equipment at SBBC Licensed Facilities. The principal shall require the use of regular food service workers when fixed kitchen equipment on SBBC Licensed Facilities is used for the preparation of food for banquets, etc., and require the organization to pay the cost of the food service worker(s) involved according to the adopted School Food Services salary schedule, including retirement and other fringe benefits. The food service worker shall assist in the preparation serving and clean up, except this section does not apply to School Allied Groups.

2.04 Additional SBBC Licensed Facilities.

2.04.1 Identification of Additional SBBC Licensed Facilities. The City and SBBC agree to continue to work cooperatively to identify additional school athletic fields and educational facilities available for use by the residents of the City of Pompano Beach. The use of additional athletic facilities may be covered by a separate agreement.

2.04.2 Procedure to Request Use of Additional SBBC Licensed Facilities. The following procedure shall be followed whenever the City desires to use any additional SBBC Licensed Facilities:

2.04.2.1 The City may submit a Notice of Facility Use form (attached hereto and incorporated herein by reference as **Exhibit "C"**) to the Superintendent of Schools or designee (e.g. school principal) for the use or enjoyment of additional school facilities, outside the City limits, a minimum of fifteen (15) calendar days in advance of usage.

2.04.2.2 The Superintendent of Schools or designee shall determine if the requested use conflicts or interferes with any other usage of the proposed additional SBBC Licensed Facility and approve or deny the requested use. If there is no conflict in use and human resources are available, the request will be approved and returned to the City. If there is a conflict and the request is not approved, the City may appeal the denial to SBBC's Director, Service Quality or designee. The Director, Service Quality or designee will determine whether to uphold the denial within fifteen (15) calendar days of filing of the appeal, and the decision of the Director, Service Quality or designee upon such appeal shall be final. In the event of a scheduling conflict, priority will be given first to SBBC functions and second to the municipality in which the proposed school is located.

2.05 Accessibility to SBBC Licensed Facilities and Fees for the Facilities.

SBBC agrees to waive any and all rental fees. The City will reimburse SBBC for any costs that SBBC incurs only as a result of the use of SBBC Licensed Facilities by the City. These reimbursable costs include custodial costs to address the operational impact of the event, energy assessment costs, and personnel costs for providing access to the facility during non-operational hours. No personnel costs will be assessed for providing access to the facility during non-operational hours when an authorized SBBC employee volunteers to provide such access. SBBC employee volunteers shall not remain at School Board Licensed Facilities after providing access to the facility during non-operational hours. In such cases when the City is permitted unsupervised use of SBBC Licensed Facilities, the City will ensure that an agent of the City is present during the event to provide appropriate supervision of all activities and that such agent remains on-site until relieved by an authorized SBBC employee volunteer. All costs will be reimbursed by the City in accordance with those rates established in the Fee Schedule of School Board Policy 1341, Use of Broward County School Facilities for Non-School Purposes. However, each energy bill charged to the City as a result of its use of a School Board Licensed Facility during non-operational hours shall be reduced by twenty percent (20%). Therefore, the City shall only pay eighty percent (80%) of the total assessed energy bill. SBBC will ensure the City is provided with information regarding 24-hour emergency notification and access protocol at the time of the authorization of unsupervised access to SBBC Licensed Facilities to ensure the appropriate emergency procedures and agreed upon special terms and conditions are followed. The Superintendent or designee will individually review each Notice of Facility Use to address any concerns not covered under this Reciprocal Use Agreement or SBBC Policy 1341. All costs that are the responsibility of the City shall be paid within 30 days of receipt of an invoice from SBBC.

2.06 Additional Services at SBBC Licensed Facilities. The cost for additional services, i.e., security, law enforcement, personnel, etc., for events at City Licensed Facilities and

SBBC Licensed Facilities shall be mutually agreed upon by the parties prior to the scheduled events. Such agreement shall be reduced to writing in the respective Facility Use or Lease Agreement and executed by the parties.

2.07 **Insurance.** Upon execution of this Reciprocal Use Agreement, each party shall submit to the other, copies of its certificate(s) of insurance or self-insurance evidencing the required coverage.

2.08 **Required Insurance Coverages.** Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28 Florida Statutes, that each party is self-insured for general liability under Florida Statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. City further acknowledges to maintain, at its sole discretion, Specific Excess General Liability in the amount of \$5,000,000 combined single limit per occurrence, solely for any liability resulting from entry of a claims-bill pursuant to Section 768.28(5) Florida Statutes, or liability imposed pursuant to Federal Law.

In the event a governmental entity maintains Commercial General Liability, the governmental entity shall maintain a limit of liability not less than \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate; and in the event Commercial Automobile Liability is maintained, the governmental entity shall maintain not less than a \$1,000,000 Combined Single Limit. The governmental entity shall procure and maintain at its own expense, and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Section 768.28 Florida Statutes, for General and Automobile Liability.

2.08.1 Self-insured worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes, including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

2.08.2 Those governmental entities that maintain Commercial General Liability, agree to endorse SBBC as an additional insured under the endorsement, GC 2011 01 96 Additional Insured – Managers or Lessors of Premises, or an endorsement providing equal or similar scope of coverage.

2.08.3 Automobile Liability Insurance: Each party shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage.

2.08.4 Fire Legal Liability damage to Rented Premises with limits of \$500,000 per occurrence/aggregate as a condition for the reduced limit of insurance. The City is not permitted to utilize stoves, ovens, microwave ovens, hotplates or any devices which have the potential to cause a fire on School Board Property. SBBC grants permission for the City's vendor to utilize catering warmers during the summer program. The City's vendor will be required to name "The School Board of Broward County, Florida, its officers, employees and agents" as

additional insured with respect to liability on behalf of the vendor. The general liability policy will be primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.

2.08.5 Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by Section 768.28, Florida Statute. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.

2.08.6 Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

2.08.7 Required conditions; self-insurance and/or liability policies must contain the following provisions. In addition, the following wording in section 2.08.6.1 below must be included in the Certificate of Insurance's description of operations:

2.08.7.1 All self-insurance and/or liability policies are primary over all other valid and collectable coverage maintained by The School Board of Broward County, Florida. (Certificate Holder: The School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301).

2.08.8 No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party.

2.09 **Protection of Public Safety.** Each party specifically reserves the right, through its representatives, to eject any person(s) behaving in an objectionable manner from its own facilities or facilities of the other it may be using, and upon the exercise of this authority, each party hereby waives any right and all claims for damages against the other, as a result of the ejection, whether directly or through any of its agents or employees.

2.10 **License not Lease.** This Agreement shall not be deemed to be a lease of any facilities, the use of which is permitted hereunder, but rather a license to use and occupy the respective premises under the terms and conditions stated herein. No leasehold interest in either City Licensed Facilities or SBBC Licensed Facilities is conferred to the using party under the provisions hereof.

2.11 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Facility Planning & Real Estate Department
School Board of Broward County, Florida
600 Southeast Third Avenue - 8th Floor
Fort Lauderdale, Florida 33301

To City: Recreation Programs Administrator
City of Pompano Beach
1801 N.E. 6th Street
Pompano Beach, Florida

With a Copy to: City Attorney
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, Florida 33060

2.12 **Background Screening:** City agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of City or its personnel providing any services under the conditions described in the previous sentence. City shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to City and its personnel. The parties agree that the failure of City to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, City agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in City's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or City of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.13 **Indemnification.** To the extent permitted by law, City and SBBC each agree to indemnify, defend and hold the other, including their officers, agents and employees, harmless from and against any and all claims, damages, losses, liabilities, causes of action of any kind or nature whatsoever arising out of or because of the use and occupancy of any facilities licensed hereunder, providing that if such claim, damage, loss, liability or cause of action is due to the joint or concurrent negligence of the indemnitor and the indemnitee, their respective responsibilities hereunder shall be in the same proportion that the negligent acts or omissions of each contributes

thereto. This indemnification shall not be limited to the amount of comprehensive general liability insurance that each party is required to provide under this Agreement. Each party reserves the right to select its own counsel in any such proceeding and all costs and fees associated therewith shall be the responsibility of the indemnitor under this indemnification agreement. Compliance with the foregoing shall not relieve the indemnitor of any liability or other obligation under this Agreement. Nothing contained herein is intended nor shall be construed to waive any party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the City or the City's officers, employees, agents, subcontractors or assignees. No right to City retirement, leave benefits or any other benefits of City employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. City shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for SBBC or SBBC's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in

that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits "A", "B" and "C" attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, the terms of this Agreement shall supersede and prevail over the terms in the Exhibits.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire,

hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure. In the event any of the licensed facilities, or any part thereof, shall be destroyed by fire or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of this Agreement by either party impossible, then and thereupon, this Agreement shall be modified to exclude the use of the damaged licensed facility until such time as the owning party, at its discretion, returns the facility to an operable condition.

3.24 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

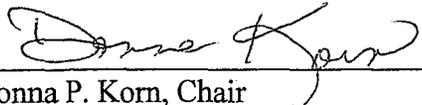
IN WITNESS WHEREOF, the parties hereto have each executed this Agreement for reciprocal use of facilities on the dates indicated below.

FOR SBBC

(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

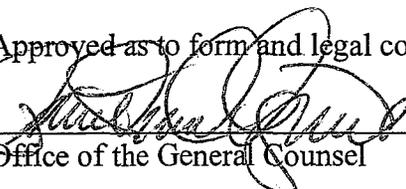
ATTEST:

By: 
Donna P. Korn, Chair

Date: 3/10/2015


Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:

 02/09/15
Office of the General Counsel

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT "A"

CITY LICENSED FACILITIES**

**Other City owned facilities within the corporate limits of the City of Pompano Beach may be added by mutual agreement of the Superintendent of Schools (or designee) and the City Manager (or designee) and without formal amendment of this Agreement.

Municipal Golf Course
1101 North Federal Highway
Pompano Beach, FL 33062

Community Park (excluding Conc. Stand)
2001 NE 10th Street
Pompano Beach, FL 33060

Municipal Tennis Courts
920 NE 18th Avenue
Pompano Beach, FL 33060

Emma Lou Olson Civic Center
1801 NE 6th Street
Pompano Beach, FL 33060

Pompano Beach Amphitheater
1801 NE 6th Street (Rear)
Pompano Beach, FL 33060

E. Pat Larkins Community Center
520 MLK Boulevard
Pompano Beach, FL 33060

Aquatic Center
820 NE 18th Avenue
Pompano Beach, FL 33060

Pompano Beach Highlands Park
1650 NE 50th Court
Pompano Beach, FL 33064

Houston/Sworn Aquatic Center
901 NW 10th Street
Pompano Beach, FL 33060

North Broward Park
4400 NE 18th Avenue
Pompano Beach, FL 33064

Public Beach
10 North Pompano Beach Blvd.
Pompano Beach, FL 33062

Herb Skolnick Community Center
800 SW 36th Avenue
Pompano Beach, FL 33069

Mitchell Moore Park
901 NW 10th Street
Pompano Beach, FL 33060

McNair Park
951 NW 27th Avenue
Pompano Beach, FL 33069

EXHIBIT "B"

SBBC's LICENSED FACILITIES **

** Other School Board Facilities within the corporate limits of the City of Pompano Beach may be added by mutual agreement of the Superintendent of Schools (or his/her designee) and the City Manager (or his/her designee) and without formal amendment of this Agreement.

Pompano Beach Elementary School
700 NE 13th Avenue
Pompano Beach, Florida 33060

Cresthaven Elementary School
801 NE 25th Street
Pompano Beach Florida 33064

McNab Elementary School
1350 SE 9th Avenue
Pompano Beach, Florida 33969

Cross Creek School
1010 NW 31st Avenue
Pompano Beach, Florida 33069

Sanders Park Elementary School
800 NW 16th Street
Pompano Beach, Florida 33060

Dave Thomas Education Center
180 SW 2nd Street
Pompano Beach, Florida 33060

Robert C. Markham Elementary School
1501 NW 15th Avenue
Pompano Beach, Florida 33060

Norcrest Elementary School
3951 NE 16th Avenue
Pompano Beach, Florida 33064

Cypress Elementary School
851 SW 3rd Avenue
Pompano Beach, Florida 33060

Palmview Elementary School
2601 NE 1st Avenue
Pompano Beach, Florida 33064

Charles Drew Elementary School
1000 NW 31st Avenue
Pompano Beach, Florida

Crystal Lake Middle School
3551 NE 3rd Avenue
Pompano Beach, Florida 33064

Pompano Beach Middle School
310 NE 6th Street
Pompano Beach, Florida 33060

Blanche Ely High School
1201 NW 6th Avenue
Pompano Beach, Florida 33060

Pompano Beach High School
600 NE 13th Street
Pompano Beach, Florida 33060

EXHIBIT "C"

NOTICE OF FACILITY USE FORM FOR RECIPROCAL USE AGREEMENT BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGNATED
LOCAL GOVERNMENTAL AGENCY

Name of Local Government

Date Filed

Location

Type of Activity

Facility

Date(s) Needed

Time(s) Needed

CHARGES (IF APPLICABLE)

Service/Item

Fee

Total Fee(s) Due

NOTE: Please list the Service/Item on additional blank page(s) if you need space for additional information

CONTACTS/AUTHORIZED SIGNATURE

For School: Principal

Name

Title

Date

Signature:

Approve

Disapprove

For Local Government: Parks and Recreation Director or
Equivalent Position

Name

Title

Date

Signature:

Approve

Disapprove

RATIONALE FOR DISAPPROVAL

FOR SBBC USE ONLY
IF DISAPPROVED APPEAL TO
DIRECTOR, SERVICE QUALITY
610 NE 13th Avenue
Pompano Beach, FL 33060
Phone: (754) 321-3636; Fax: (754) 321-3691

State Reasons for Appeal

Appeal Approved Appeal Disapproved

Authorized Signature: _____

Title

Date:

State Rational for Disapproval

FOR MUNICIPAL USE ONLY

IF DISAPPROVED APPEAL TO
CITY/TOWN MANAGER

State Reasons for Appeal

Appeal Approved Appeal Disapproved

Authorized Signature: _____

Title

Date:

State Rational for Disapproval

FOR SBBC USE ONLY
IF DISAPPROVED APPEAL TO
DIRECTOR, SERVICE QUALITY
610 NE 13th Avenue
Pompano Beach, FL 33060
Phone: (754) 321-3636; Fax: (754) 321-3691

State Reasons for Appeal

Appeal Approved Appeal Disapproved

Authorized Signature: _____

Title

Date:

State Rational for Disapproval

FOR MUNICIPAL USE ONLY

IF DISAPPROVED APPEAL TO
CITY/TOWN MANAGER

State Reasons for Appeal

Appeal Approved Appeal Disapproved

Authorized Signature: _____

Title

Date:

State Rational for Disapproval

Meeting Date: 5/26/2015

Agenda Item 7

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

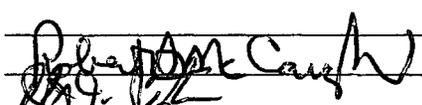
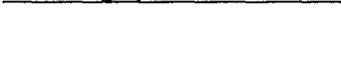
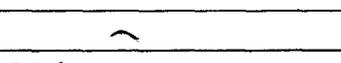
SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND GARLAND/DBS, INC. FOR THE ROOF AND HVAC UNIT REPLACEMENT TO THE ALSDORF BOAT RAMP MARINE/RESTROOM BUILDING LOCATED AT 2974 NE 14TH STREET; PROVIDING AN EFFECTIVE DATE. (\$29,820)

SUMMARY OF PURPOSE AND WHY:

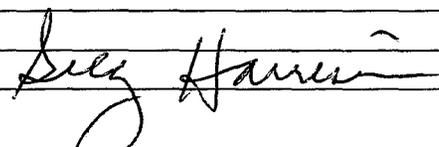
This project replaces the roof and Heating Ventilation Air Conditioning (HVAC) unit for the Alsdorf Boat Ramp Marine/Restroom Building located at 2974 NE 14th Street. This project will make the facility weather tight and provides humidity controlled conditioned space both of which are necessary to make the facility a suitable work environment.

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: \$29,820 - CIP 07-924 - Acct# 302-7302-530.65-12

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>4/27/15</u>	APPROVE	
General Services	<u>4/28/15</u>	APPROVE	
Finance	<u>5/15/15</u>	APPROVE	
City Attorney	<u>5/18/15</u>	APPROVE	
Budget	<u>5-19-15</u>	APPROVE	

Advisory Board
 Development Services Director
 City Manager 



ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-465

January 22, 2015

TO: Robert A. McCaughan, Public Works Director

FROM: Jill R. Mesojedec, FRP, Paralegal

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

RE: Resolution – Garland/DBS, Inc. / Roof and HVAC Unit Replacement

As requested in your memorandum dated January 20, 2014, Public Works Department Memorandum No. 2015-023, I have prepared and attached the following captioned resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND GARLAND/DBS, INC. FOR THE ROOF AND HVAC UNIT REPLACEMENT TO THE ALSDORF BOAT RAMP MARINE/REST ROOM BUILDING LOCATED AT 2974 NE 14TH STREET; PROVIDING AN EFFECTIVE DATE.

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

Jill R. Mesojedec

JILL R. MESOJEDEC

/jrm
l:cor/pw/2015-465

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND GARLAND/DBS, INC. FOR THE ROOF AND HVAC UNIT REPLACEMENT TO THE ALSDORF BOAT RAMP MARINE/REST ROOM BUILDING LOCATED AT 2974 NE 14TH STREET; 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 Garland/DBS, Inc. for the Roof and HVAC Unit Replacement to the Alsdorf Boat Ramp Marine/Rest Room Building, 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 Garland/DBS, 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

**AGREEMENT FOR THE ROOF AND HVAC UNIT REPLACEMENT TO
THE ALSDORF BOAT RAMP MARINE/REST ROOM BUILDING
LOCATED AT 2974 NE 14TH STREET, POMPANO BEACH, FLORIDA**

Agreement for work in and about the City of Pompano Beach, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 for the Roof and HVAC unit replacement to the Alsdorf Boat Ramp Marine/Rest Room Building located at 2974 NE 14th Street, Pompano Beach, Florida dated December 30, 2014, between the City of Pompano Beach (hereinafter called CITY) and Garland/DBS, Inc. a foreign corporation authorized to do business in the State of Florida, 3800 East 91st Street, Cleveland, Ohio 44105 (hereinafter called CONTRACTOR). WITNESSETH that the CITY and CONTRACTOR in consideration of the premises and of the mutual covenants considerations and agreements contained herein agree as follows:

1. WORK TO BE PERFORMED

CONTRACTOR will perform complete Roof and HVAC Unit replacement to the Alsdorf Boat Ramp Marine/Rest Room Building.

This Agreement references the terms, conditions, prices and specifications of the US Communities Contract and the CONTRACTOR attached hereto as **Exhibit A**.

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

"US Communities Contract, 09-5408

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

2. SCOPE OF WORK GENERAL

2.01 GENERAL DESCRIPTION OF WORK

- A. The CONTRACTOR will perform a Roof and HVAC unit replacement to the Alsdorf Boat Ramp Marine/Rest Room Building as proposed in the detailed scope attached as **Exhibit B** and as specified in the US Communities Agreement.
- B. All other required work whether implied or incidental to the proper completion of the project.

3. CONTRACT DOCUMENTS

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

4. CONTRACT TIME

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

5. COMPENSATION TO BE PAID CONTRACTOR

In consideration of the faithful performance of this Agreement by the CONTRACTOR, the CITY will pay to the CONTRACTOR the fixed price of **\$ 29,820.00 (Exhibit B)** for the proposed work which was based off actual measured quantities and unit pricing in the US Communities Contract. Any changes in scope (additions or deletions) will only be authorized by City and compensation to Contractor will be revised accordingly utilizing the unit prices in the US Communities Contract. The CITY will have to pay the CONTRACTOR for acceptable and conforming work, inclusive of all materials, supplies, costs, fees and is the maximum extent of the CITY's obligation to pay CONTRACTOR but does not constitute a limitation, of any sort, of the CONTRACTOR's obligations to perform the work in accordance with this contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:

Garland/DBS, Inc.

Heidi Dobson

Heidi Dobson

Print Name

Matt Egan

Matt Egan

Print Name

By: Frank A. Perciasepe
Signature

FRANK A. PERCIASEPE
Typed, Stamped or Printed Name

Controller
Title

STATE OF ~~FLORIDA~~ OHIO
COUNTY OF ~~BROWARD~~ CUYAHOGA

The foregoing instrument was acknowledged before me this 7th day of JANUARY, 2014, by FRANK A. PERCIASEPE as Controller, of Garland/DBS, Inc., on behalf of the corporation. He/she is personally known to me or has produced - KNOWN - (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ OHIO

(Name of Acknowledger Typed, Printed or Stamped)

Heidi Dobson
Commission Number n/a - OHIO

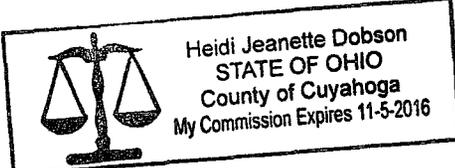
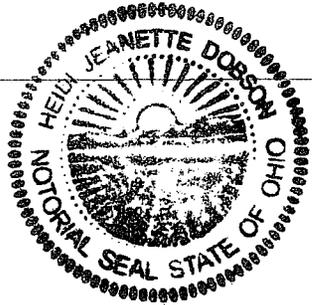


EXHIBIT A

The Garland Master Agreement is on file with the City Clerk's Office and you can locate the document with the following link: www.pompanobeachfl.gov/garlandmasteragreement

EXHIBIT B

SCOPE OF WORK TO BE COMPLETED



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Pompano Beach
Alsdorf Boat Ramp
Re-Roof/Rooftop AC Unit Installation
Date Submitted: 12/23/2014
Proposal #: 25-FL-140705
MICPA # 09-5408
Florida General Contractor License #: CGC1517248

Please Note: The following proposal is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This proposal should be viewed as the maximum price an agency will be charged under the agreement.

Scope of Work: Alsdorf Boat Ramp - Re-Roof/Rooftop AC Unit Installation

- 1 Remove existing roofing material down to concrete deck.
- 2 Prime the roof deck with Garla-Prime at a rate of .5gal/sq.
- 3 Install three (3) plies of HPR glasbase with a full mopping of approved asphalt within the EVT range and at a rate of 20-40lbs/sq.
- 4 Install 400lb/sq. gravel or 300lb/sq. slag in flood coat of Black Knight Flood Coat at 70lb/sq.
- 5 Replace two (2) roof top vents.
- 6 Replace three (3) lead stack pipes.
- 7 Replace one (1) pitch pocket.
- 8 Apply one ply of HPR Torchbase for curb flashing of AC Unit.
- 9 Apply one ply of StressPly IV Mineral modified cap sheet for curb flashing of AC Unit.
- 10 Install termination bar around curb unit and stainless steel counter flashing around curb unit.
- 11 Replace all metal drip edge with Aluminum Kynar coated to match existing.
- 12 Install one new 12" 18 gauge galvanized steel roof curb with stainless steel curb cap for roof mounted air conditioning unit.
- 13 Install new Goodman 2 ½ ton w/heat roof top unit.
- 14 New curb to be secured to the deck per engineers mounting detail.
- 15 Furnish & Install one roof mounted goose neck for copper lines and electric.
- 16 Install new air handler inside the building on a free-flow aluminum stand.
- 17 All ducting, copper lines, drain lines, and piping to be fully complete.
- 18 New digital thermostat to be installed per code.
- 19 Garland to issue 30yr Warranty.
- 20 Roofing contractor to issue 5yr Warranty.
- 21 AC contractor to issue 10yr parts Warranty & 2yr labor Warranty.

Aldorf Boat Ramp - Re-Roof/Rooftop AC Unit Installation - Line Item Pricing

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.22	Tear-off & Dispose of Debris: SYSTEM TYPE Single-Ply W/ Insulation - Concrete Deck	\$ 1.49	2300	SF	\$ 3,427
8.11.01	BUILT-UP MODIFIED ROOF WITH FLOOD COAT AND AGGREGATE IN COLD PROCESS ASPHALT - ROOF CONFIGURATION 2 ply Glasbase, Cap Sheet, Flood Coat and Aggregate All in Cold Process Asphalt ROOFING MEMBRANE OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type II - 80 lb/ft tensile	\$ 7.26	2300	SF	\$ 16,698
9.11.06	BUILT-UP MODIFIED ROOF ADHERED IN HOT ASTM D 312 TYPE III OR IV ASPHALT - FLOOD COAT & AGGREGATE IN MODIFIED COAL TAR PITCH - ROOF CONFIGURATION 2 ply of Glasfelt, Cap Sheet, Set in Hot Asphalt, Flood Coat in Modified Coal Tar Pitch and Aggregate COATING OPTION: Add/Deduct for Installing Flood Coat in Cold Process Coal Tar Pitch	\$ 1.42	2300	SF	\$ 3,266
	Labor & Non-Garland Materials - A-Excellent Service (Rooftop AC Unit)	\$ 6,950.00	1	EA	\$ 6,950
1.19	Additional professional services: Option 1 - Estimating repairs can be done on a labor and material cost plus basis	14%		%	\$ 973
	Sub-Total Prior to Multipliers:				\$ 31,314
23.18	JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB - MULTIPLIER - ROOF SIZE IS LESS THAN 5K SF Multiplier Applied when Roof Size is Abnormally Small Less than 5,000 SF Situation Creates the Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor to be Allocated Across a Smaller Roof Area Causing Fixed Costs to be Large Portion of Job Costs	50%		%	\$ 15,657
	Total:				\$ 46,971

Aldorf Boat Ramp - Re-Roof/Rooftop AC Unit Installation:

Total Maximum Price of Line Items under the MICPA: **\$ 46,971**

Proposal Price Based Upon Market Experience: **\$ 29,820**

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662

EXHIBIT C

CERTIFICATE OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

GARLIND-01

SZUK

DATE (MM/DD/YYYY)
12/8/2014

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 The Fedell Group 5005 Rockside Road, Fifth Floor Independence, OH 44131	CONTACT NAME: Sharon Zuk PHONE (A/R, No. Ext): (216) 328-8080 FAX (A/R, No.): (216) 328-8081 E-MAIL ADDRESS: szuk@thefedellgroup.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Catlin Specialty Insurance Company</td> <td>15989</td> </tr> <tr> <td>INSURER B: Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER C: Liberty Insurance Underwriters, Inc.</td> <td>19917</td> </tr> <tr> <td>INSURER D: Travelers Property Casualty Company of America</td> <td>25874</td> </tr> <tr> <td>INSURER E: Cincinnati Insurance Company</td> <td>10877</td> </tr> <tr> <td>INSURER F: Peerless Insurance Company</td> <td>24198</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Catlin Specialty Insurance Company	15989	INSURER B: Liberty Mutual Fire Insurance Company	23035	INSURER C: Liberty Insurance Underwriters, Inc.	19917	INSURER D: Travelers Property Casualty Company of America	25874	INSURER E: Cincinnati Insurance Company	10877	INSURER F: Peerless Insurance Company
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INSURER E: Cincinnati Insurance Company	10877													
INSURER F: Peerless Insurance Company	24198													
INSURED Garland/DBS, Inc. 3800 East 91st Street Cleveland, OH 44105														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	
A <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 SIF GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	GL116922481215	12/05/2014	12/05/2015	EACH OCCURRENCE	\$ 1,000,000
				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
				MED EXP (Any one person)	\$ 10,000
				PERSONAL & ADV INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 2,000,000
				PRODUCTS - COMPOP AGG	\$ 2,000,000
					\$
B <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AS2261280189014	12/08/2014	12/05/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
				BOODLY INJURY (Per person)	\$
				BOODLY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
					\$
C <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTIONS 10,000	100002168805	12/05/2014	12/05/2016	EACH OCCURRENCE	\$ 25,000,000
				AGGREGATE	\$ 25,000,000
					\$
D WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/RETIRED EXCLUDED? (Indicate by Y/N) <input type="checkbox"/> N/A (Yes, describe under DESCRIPTION OF OPERATIONS below)	PJUB219M988414	12/05/2014	12/05/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - FA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E Installation Floater	CAP6211262	12/05/2014	12/05/2015	LimH	750,000
F Leased/Rented Equip	IM8993994	12/05/2014	12/05/2015	LimH	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Pompano Beach is included as additional insured with respect to work performed by the insured as required by written contract.

APPROVED
 HIGH ON BY: 11/9/15
 SZUK

CERTIFICATE HOLDER City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33080	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 Sharon Zuk
--	--

Meeting Date: May 26, 2015

Agenda Item 8

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 SUBMIT A GRANT APPLICATION FOR THE 2017 SMALL MATCHING GRANT WITH THE STATE OF FLORIDA, DEPARTMENT OF STATE, DIVISION OF HISTORIC RESOURCES AND TO PROVIDE MATCHING FUNDS IN THE AMOUNT OF \$50,000; PROVIDING AN EFFECTIVE DATE. (Fiscal Impact \$50,000) To be funded from previously budgeted CIP projects.

Summary of Purpose and Why:

The City of Pompano Beach is applying for the 2017 State of Florida Small Matching Historic Grant, which, if received, will defray the cost of renovations to the Blanche Ely House. The House, listed on the Local Register of Historic Places, was the home of Ms. Blanche Ely, Pompano Beach's pioneer educational activist for African American students. The House is owned by the City of Pompano Beach and contains objects and artifacts that tell the story of Pompano Beach's African American pioneering community throughout the 20th century.

This agenda item is to allocate a 50/50 match of \$50,000 towards the renovation of the Blanche Ely House. The funding will be used for the next phase of restoration, which is needed to bring the facility into compliance with ADA standards and to change the Certificate of Occupancy from a Residence into a Place of Assembly/ museum. These improvements must occur for the building to be open to the public as an educational facility and cultural heritage museum.

Accomplishing this item supports achieving Initiative 2.8 "Further develop and promote cultural / heritage tourism opportunities" as identified in the City's 2013 Strategic Plan.



- (1) Origin of request for this action: Development Services Division
- (2) Primary staff contact: Robin Bird/Karen Santen Ext. 4926
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: \$50,000 To be funded from previously budgeted CIP projects.

DEPARTMENTAL COORDINATION

Dev. Services

City Attorney

Budget

DATE

May 6, 2015

May 12, 2016

5-18-15

DEPARTMENTAL RECOMMENDATION

Approval

Approval

DEPARTMENTAL HEAD SIGNATURE

15-227

CAC #2015-966

City Manager

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-966

May 12, 2015

TO: Maggie Barszewski, AICP, Planner

FROM: Gordon B. Linn, City Attorney

RE: Resolution – Small Matching Preservation Grant
Blanche Ely House Museum

As requested in your memorandum received in our office on May 11, 2015, Development Services Memorandum #15-227, I have reviewed the resolution to submit a grant application for the 2017 Small Matching Grant that was attached to your memorandum and find same to be acceptable as to legal form and content.

Should you have any further questions regarding this matter, please feel free to contact me.



GORDON B. LINN

GBL/jrm
l:cor/zoning/2015-966

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 SUBMIT A GRANT APPLICATION FOR THE 2017 SMALL MATCHING GRANT WITH THE STATE OF FLORIDA, DEPARTMENT OF STATE, DIVISION OF HISTORIC RESOURCES AND TO PROVIDE MATCHING FUNDS IN THE AMOUNT OF \$50,000; PROVIDING AN EFFECTIVE DATE.

WHEREAS, historic preservation is an important part of our community; and

WHEREAS, the City of Pompano Beach desires to restore and renovate the Blanche Ely House Museum (BEHM); and

WHEREAS, the City of Pompano Beach desires to apply for Small Matching Grant ("Grant"), which would provide monies for a house restoration; and

WHEREAS, if approved for the Grant, the City of Pompano Beach will enter into a Memorandum of Agreement between the City of Pompano Beach, Florida, and the Florida Department of State; and

WHEREAS, if approved for the Grant, the City of Pompano Beach will provide matching funds in the amount of \$50,000 towards the restoration; now, therefore,

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

SECTION 1. The City Commission hereby supports the City's efforts to restore and renovate the BEHM and approves the application for the Grant submittal with a matching fund amount of \$50,000.

SECTION 2. That the proper city officials are hereby authorized to submit the Grant application.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



MEMORANDUM

Development Services

MEMORANDUM NO. 15-227

DATE: May 6, 2015
TO: Gordon Linn, City Attorney
VIA: Robin M. Bird, Development Services Director *RB*
FROM: Karen Santen, Grants Coordinator *KS for KS*
RE: Request for Resolution- Small Matching Preservation Grant

The City of Pompano Beach is preparing to submit a proposal for the Florida Division of Historical Resources 2017 Florida Department of State Small Matching Historic Preservation Grant. Funding will be used for renovations and restoration of the Blanche Ely House Museum. The full application will be submitted online and a brief description of the project is provided below. A draft of the grant application is enclosed.

Our department will be requesting \$ 50,000 in grant funding which requires a 1-to-1 dollar match.

A resolution from the City Commission supporting the application and committing the funds is recommended for the application. Please prepare the appropriate resolution. For your convenience, we have drafted a sample resolution of support.

If you need additional information or have any questions, please contact me at extension 4926.

Thank you.

Project Description

The City of Pompano Beach is requesting funding for restoration and renovations of the Blanche Ely House. The site is the former home of Mrs. Blanche General Ely, a seven decade resident of Broward County. A previous assessment of the house and its contents indicated extensive damage as a result of mold, water leakage, insect and rodent infestation and lack of climate/humidity control.

Requested funding will be used for the next phase of restoration, which is needed to bring the facility into compliance with ADA standards and to change the Certificate of Occupancy from a Residence into a Place of Assembly/ museum. These improvements must occur for the building to be open to the public as an educational facility and cultural heritage museum.

[Home](#) [My Applications](#) [My Profile](#) [Glossary](#) [Help](#)

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- [Page 2](#)
- [Page 3](#)
- [Page 4](#)
- [Page 5](#)
- [Page 6](#)
- [Page 7](#)
- [Review](#)



2017 Small Matching Grant Application Page 3

Temporary Application #: SM17_1261

Last Updated: May 08, 2015

8. Rural Economic Development Initiative (REDI) Waiver of Match Requirements

Applicants located in counties or communities that have been designated as rural community in accordance with Section 288.0056 and 288.06561, Florida Statutes, may request a waiver of matching requirements. (Waivers are not available for Historical Marker Projects.)

Are you requesting a waiver? [Am I In a REDI Community?](#)

- Yes
- No

9. Project Description

In the space provided below, briefly describe the the scope of work for the project for which funding is requested. Indicate how your organization intends to use the funds requested and the required match, describing each of the major work items involved and what the end product will be. For projects involving individual historic properties or archaeological sites, also briefly describe the **historic significance of the property** or properties for which grant funding is being requested. (5,000 Character Limit)

Character Count = 2066/5000 (save page to update)

The City of Pompano Beach is requesting funding for a restoration and renovations of the Blanche Ely House Museum. The site is the former home of Mrs. Blanche General Ely, a seven decade resident of Broward County whose impact on education to the Pompano Beach African American community was so strong that Pompano Beach named the local public high school in her honor.

A graduate of Florida A&M College, Mrs. Ely began her teaching career in Pompano Beach in 1923. She worked around the clock to advocate and inspire her students, extending her role as educator far beyond the walls of her classroom. She spent her early career at the height of segregation, teaching at the school formally known as the Pompano Colored School. The City's population was expanding and she lobbied for a new public high school to adequately serve the city's young adults. The Broward County School Board approved the school which is still in operation today.

10. Major Elements and Responsible Entities

Describe the **major elements** of the project and indicate the **type of entity** (e.g., consultant, in-house personnel, volunteers, general contractor) responsible for each element.

Major Project Elements	Entity Type Responsible	Delete
1 <input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	[Add Row]

11. Tentative Project Timeline

Please specify the start and end month and year below; indicate all major elements of the project for which funding assistance is requested, the anticipated time required to complete each element, and the planned sequence of these activities. Grants, if awarded, will begin July 1, 2016 and expire June 30, 2017.

Projects should be completed within 12 months.

25. Direct Economic Impact

Provide a brief explanation of the **Direct Economic Impact** this project will have on the surrounding community. Include any information regarding number of jobs it will provide, if known. (1,500 character limit)

Character Count = 1470/1500 (save page to update)

Historic preservation is a major priority in the redevelopment of Pompano Beach. This restoration project will create new jobs for a specialized team with experience in historic renovations.

The BEHM is a key fixture in Pompano Beach's new campaign promoting historical tourism. With a goal to increase tourism to the area, the local economy will be directly affected by tourists coming to Pompano Beach to visit the museum and the surrounding historical landmarks. Another economic impact is the ancillary spending of these tourists who will be frequenting local hotels, restaurants and business.

The BEHM is located adjacent to the City's historic Old Downtown, where significant redevelopment is underway and/or planned. This City hopes to see this area transform into a mixed-use, transit-oriented walkable community. Preserving the neighborhood's historic properties makes the

26. Cost of Maintenance

a) What is the anticipated annual cost of maintenance of the subject Historic Property, archaeological site, etc. on completion of the project?

Character Count = 0/500 (save page to update)

b) What is the source of the funding?

Character Count = 0/500 (save page to update)

c) How much was spent on maintenance of the subject Historic Property, archaeological site or museum exhibit last year?

Character Count = 0/500 (save page to update)

Empty text box with up and down arrows.

d) How much is budgeted for maintenance of the subject Historic Property, archaeological site or museum exhibit in the year following completion of the project?

Character Count = 0/500 (save page to update)

Empty text box with up and down arrows.

27. Benefit to Minorities and the Disabled

Briefly describe any direct benefit the project will have on minority groups and/or the disabled. Include any alterations to the site that will make the site more accessible to the public. If project includes media content, describe accessibility methods to be used (e.g. voice over, closed captioning, etc.) (1,500 character limit)

Character Count = 807/1500 (save page to update)

Text box containing two paragraphs about the BEHM project's benefit to minorities and the disabled.

28. Educational Benefits

Provide a brief description of the educational benefits of this project. Explain how the Project will educate the public on issues related to historic preservation, Florida history, and/or heritage preservation. (1,500 character limit)

Character Count = 1440/1500 (save page to update)

Text box containing two paragraphs about educational benefits for Blanche Ely's house museum.

29. Public Awareness

Please describe project-related activities that will increase project visibility, further the objective of improving public awareness of the project's significance and promote the importance of preserving the property (if applicable) and other historic properties in your community. *Examples of such activities are: a series of press releases describing the preservation project and its progress, and interactive electronic media a brochure explaining the history of the property and how it is being rehabilitated to serve a contemporary community need.* (1,500 character limit)

Character Count = 763/1500 (save page to update)

As part of the 2014 fiscal year budget, the City allocated \$103,000 in the Capital Improvement Plan for maintenance, renovation and resource planning for the Blanche Ely Museum. While this museum is a valuable City-owned resource, in its current state, the museum cannot be used for exhibitions or tours. Through this project, the museum will be thoroughly cleaned and repaired which will improve the overall aesthetic quality of the site.

The ultimate goal of these combined efforts will be to enhance the public awareness of Mrs. Ely and her significance to Pompano Beach. The proposed community education program will strengthen the ability to convey Mrs. Ely's story to the general public who visit the museum. The combination of the website, brochures and pamphlets, DVD and group meetings will provide a myriad of options to increase public awareness of Mrs. Ely's story and her historic significance.

If you need assistance, please email bhpgnants@flheritage.com or call 1.800.847.7278.

Meeting Date: May 26, 2015

Agenda Item

9

REQUESTED COMMISSION ACTION:

Consent

Ordinance

X Resolution

Consideration/
Discussion

Presentation

SHORT TITLE

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE SUBMITTAL OF A TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY GRANT (TIGER) BY THE METROPOLITAN PLANNING AGENCY (MPO) TO THE U.S. DEPARTMENT OF TRANSPORTATION WHEREIN THE CITY OF POMPANO BEACH WILL BE RESPONSIBLE FOR ENHANCEMENTS TO MARTIN LUTHER KING JR. BOULEVARD (HAMMONDVILLE ROAD) FROM POWERLINE ROAD (SR 845) TO I-95 IN THE SUM OF \$3,500,000.00; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Staff is seeking City Commission approval of a Resolution in support of the Metropolitan Planning Organization (MPO) 2015 application for federal funding through the Transportation Investment Generating Economic Recovery (TIGER) grant. Staff is seeking City Commission approval for a 50% match (approximately \$3.5 million) towards the City's portion of the grant anticipated to be \$7 million. If approved, this grant will enable the City of Pompano Beach to conduct streetscape improvements along the Education Corridor on MLK Boulevard from I-95 to Powerline Road (Phase III). Staff recommends approval of this Resolution.



TABLED FROM MAY 12, 2015 CITY COMMISSION MEETING

(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:	\$3,500,000.00 TBD

DEPARTMENTAL COORDINATION

DATE

City Attorney 5/6/15
Budget Director 5-5-15

DEPARTMENTAL RECOMMENDATION

2015-
Approve

DEPARTMENTAL HEAD SIGNATURE

X Finance Director
X City Manager

[Signature]

[Signatures: Horacio Danovich, Dennis W. Beach, etc.]

ACTION TAKEN BY COMMISSION:

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

CRA

POMPANO BEACH

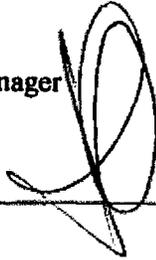
MEMORANDUM

May 5, 2015

TO: City Commission

THRU: Dennis Beach, City Manager
Greg Harrison, Assistant City Manager

FROM: Horacio Danovich, CIP Engineer



Issue

Staff is seeking City Commission approval of a Resolution in support of the Metropolitan Planning Organization (MPO) application for federal grant funding through the 2015 Transportation Investment Generating Economic Recovery (TIGER) grant. Staff is seeking City Commission approval for a 50% match (approximately \$3.5 million) towards the City's portion of the grant anticipated to be \$7 million. Staff recommends approval of this Resolution.

Recommendation

Accomplishing this item supports achieving initiative "5.3. Support and facilitate development of an education corridor along MLK" identified in the City's Strategy Great Places. Therefore, Staff recommends Approval of the Resolution.

Background

In 2010, the City Commission approved Resolution 2010-273 (see Exhibit "A") authorizing Staff to submit an application for TIGER grant funding as a co-applicant with the City of Coconut Creek seeking federal funds in supports of proposed improvements along the Education Corridor (See Exhibit "B"). Although the City was not successful securing the grant, the City later received close to \$1 million in Discretionary grant funding towards construction of streetscape improvements along the Education Corridor including, but not limited to, new sidewalks, road resurfacing, improved drainage facilities, new lights and bus shelters, etc. Discretionary grant funding is being used for work related to planned improvements on MLK Boulevard from Powerline Road to NW 31 Avenue/Florida Turnpike Extension (Phase II). In addition, the City of Pompano Beach Community Redevelopment Agency (CRA) has conducted similar improvements along MLK Boulevard from Dixie Highway to NW 6 Avenue (Phase I) and plans to continue the work up to I-95.

The MPO 2015 TIGER grant application's main goal is to secure funding towards constructing pedestrian and bicycle facilities throughout the County as envisioned in the MPO's Complete Streets Initiative. The MPO will prepare the Application on behalf of as many as 9 participating municipalities including the City of Pompano Beach and Broward County. The City of Pompano Beach's project will target improvements on MLK Boulevard from I-95 to Powerline Road (Phase



III). As a function of this application, the MPO has prepared a "Draft" Broward Complete Streets Initiative identifying the various projects (see Exhibit "C"), including the City of Pompano Beach project. This Draft document was submitted on May 1, 2015 to the Federal Government as a function of the pre-application (see Exhibit "D"). The leverage provided by each individual participant's match (44% of the total grant request) towards the grant application and the collective support provided by the large number of participating municipalities, strengthens the agency's chances to be a successful grantee.

Should the MPO be a successful recipient of TIGER grant funding, the agency will carry out all duties including design, construction and administration of the grant. The MPO will do so on behalf of all the participating municipalities including the City of Pompano Beach AND Broward County. The City's role will be to provide design input and ideas related to the proposed streetscape improvements and to assist the MPO by providing logistical and financial support up to \$3.5 million in matching funds.

Recently, City Staff had an opportunity to travel to Washington D.C. and meet representatives from Senator Clarence William Nelson, Senator Marco Rubio, Representative Lois Frankel, Representative Alcee Hastings, all of which have pledged to provide letters of support for the MPO's application. The support from these individuals will further strengthen the MPO's application and our collective chances for success.

Staff had identified the TIGER grant as an avenue to pursue funding assistance for the Education Corridor project, an initiative that deserves the City's full support. Staff recommends approval.



City Attorney's Communication #2015-918

May 4, 2015

TO: Horacio Danovich, CIP Engineer
FROM: Gordon B. Linn, City Attorney
RE: Resolution - Tiger Grant Application

As requested in your e-mail to me of May 4, 2015, the following forms of Resolution, relative to the above-referenced matter, has been prepared and is attached:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE SUBMITTAL OF A TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY GRANT (TIGER) PROPOSAL BY THE METROPOLITAN PLANNING AGENCY (MPO) TO THE U.S. DEPARTMENT OF TRANSPORTATION WHEREIN THE CITY OF POMPANO BEACH WILL BE RESPONSIBLE FOR ENHANCEMENTS TO MARTIN LUTHER KING JR. BOULEVARD (HAMMONDVILLE ROAD) FROM POWERLINE ROAD (SR 845) TO I-95 IN THE SUM OF \$3,500,000.00; PROVIDING AN EFFECTIVE DATE.

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

GORDON B. LINN

GL/ds
1 cor/cra 2015-918
Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE SUBMITTAL OF A TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY GRANT (TIGER) PROPOSAL BY THE METROPOLITAN PLANNING AGENCY (MPO) TO THE U.S. DEPARTMENT OF TRANSPORTATION WHEREIN THE CITY OF POMPANO BEACH WILL BE RESPONSIBLE FOR ENHANCEMENTS TO MARTIN LUTHER KING JR. BOULEVARD (HAMMONDVILLE ROAD) FROM POWERLINE ROAD (SR 845) TO I-95 IN THE SUM OF \$3,500,000.00; PROVIDING AN EFFECTIVE DATE.

WHEREAS, transportation is important to our community; and

WHEREAS, the City of Pompano Beach desires to be a sub-grantee for a Transportation Investment Generating Economic Recovery Grant to the MPO, which would provide monies to help enhance Martin Luther King Jr. Boulevard (Hammondville Road) from Powerline Road (SR 845) to I-95 for which the City of Pompano Beach would be responsible for one-half of the \$7,000,000.00 cost of the said improvements; now, therefore,

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

SECTION 1. That the city hereby supports the submittal of a Transportation Investment Generating Economic Recovery Grant proposal by the MPO for enhancements to Martin Luther King Jr. Boulevard.

SECTION 2. That the City of Pompano Beach as a sub-grantee will be responsible for payment of \$3,500,000.00 for the said improvements.

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/ds
5/4/15
l:reso/2015-331

RESOLUTION NO. 2010-273

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, SUPPORTING THE VISION OF THE EDUCATION CORRIDOR VIA STAFFING AND OTHER RESOURCES AND ALLOWING FOR THE PURSUIT OF POTENTIAL TRANSPORTATION FUNDING OPPORTUNITIES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Coconut Creek originally conceptualized creating a transit corridor that linked adjacent educational institutions and has diligently worked to develop schematic construction drawings for the corridor and has started to make general improvements to the corridor in order to better position itself to obtain future transit funding opportunities to complete the vision; and

WHEREAS, the City of Pompano Beach and the City of Coconut Creek have previously partnered for a TIGER grant for the Dr. Martin Luther King Jr. Boulevard and Coconut Creek Parkway corridor which included an economic study for the corridor and its adjacent employment base; and

WHEREAS, the Education Corridor concept could be extended from the 'Sea to the Sawgrass,' traversing the adjacent municipalities of Coconut Creek, Margate and Coral Springs; and

WHEREAS, the partnering cities have met with the Florida Department of Transportation (FDOT), District Four Secretary and his staff who embraced the concept and challenged the municipal staffs to 'not back down from bold visions;' and

WHEREAS, Dr. Martin Luther King Jr. Boulevard, west of Powerline Road, is one of the most blighted sections of roadways in the city and is in the City's Capital Improvements Plan awaiting funding; and

WHEREAS, improvements to the corridor including wide sidewalks with street furniture, irrigated and enhanced landscaping, improved drainage with curbs and gutters, mass transit elements and other amenities will provide for safe pedestrian mobility between the institutions and enhance the employment base along the corridor;

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

SECTION 1: The City of Pompano Beach hereby fully supports the enhancement of Dr. Martin Luther King Jr. Boulevard from Dixie Highway to the Florida's Turnpike with widened sidewalks, landscaped medians and other transportation elements, such as bike racks and bus stops along the corridor.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 27th day of July 2010.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS,
CITY CLERK

Broward Regional Complete Streets Initiative

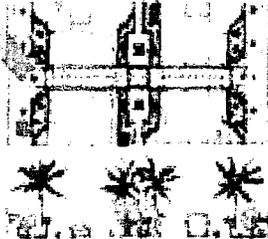


The Broward Metropolitan Planning Organization (MPO) is applying for Transportation Investment Generating Economic Recovery (TIGER) Grant to leverage existing local funds to construct bicycle and pedestrian facilities which provide transportation connections and promote safety throughout the Broward Region.

This effort builds upon the Broward MPO's Complete Streets Initiative committing \$100 million of funds over the next five years to construct an additional 90 miles of bicycle facilities and approximately 35 miles of sidewalks along Broward's existing roadways.

Nearly 250 bicyclists and pedestrians were killed on Broward's roadways between 2011 and 2014. This project will provide for safe bicycle and pedestrian routes to complete an integrated system of multimodal facilities connecting major commercial, residential, educational and recreational facilities in the region.

Consistent with the vision of the Broward MPO, the proposed network will serve the needs of all users: people who drive, bicycle, walk, and ride transit, including those covered under the Americans with Disabilities Act (ADA).



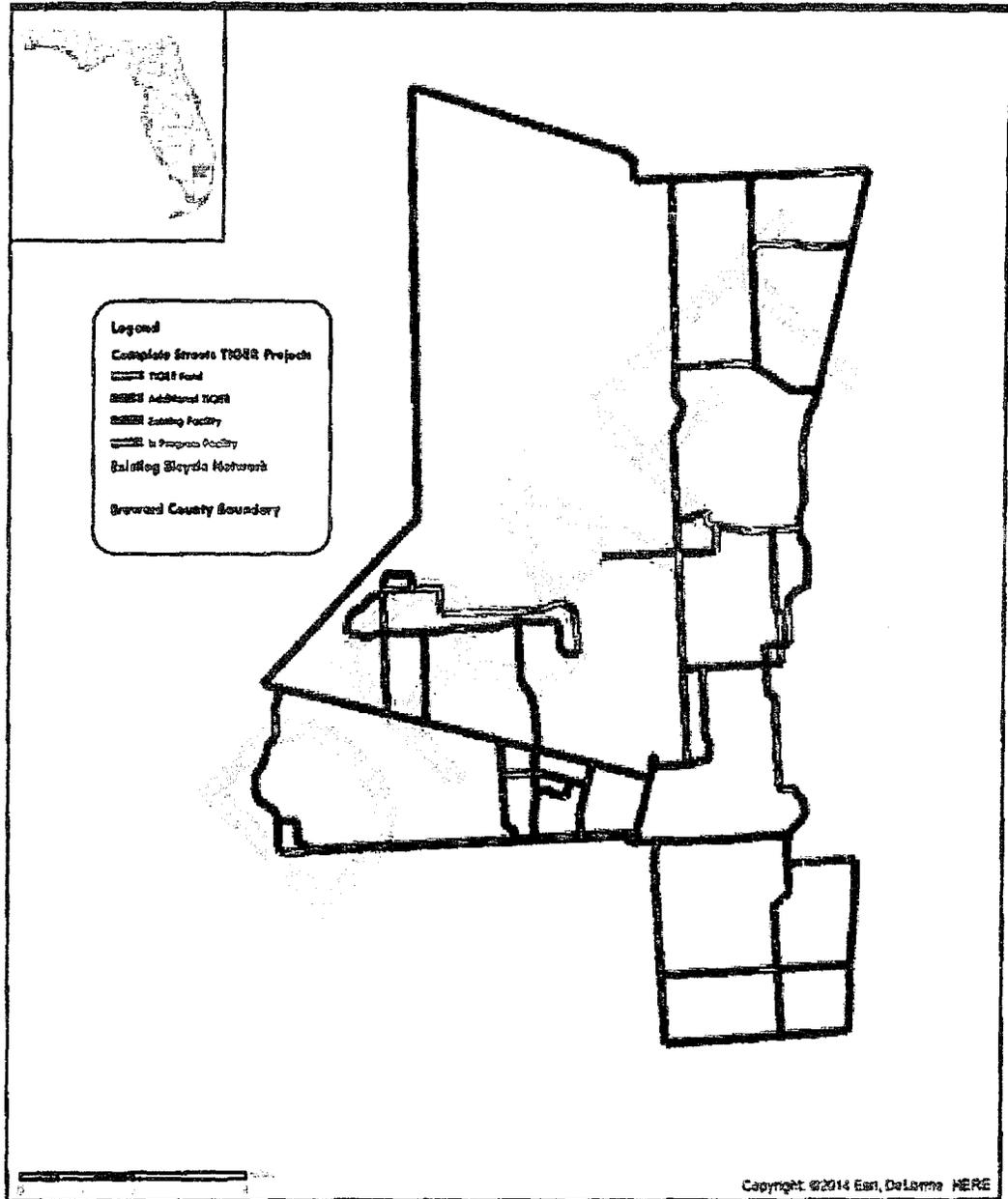
broward MPO
metropolitan planning organization



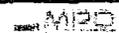
MOVE PEOPLE, CREATE JOBS, STRENGTHEN COMMUNITIES

Trade Center South - 100 West Cypress Creek Rd. Suite 850 - Fort Lauderdale, FL 33309

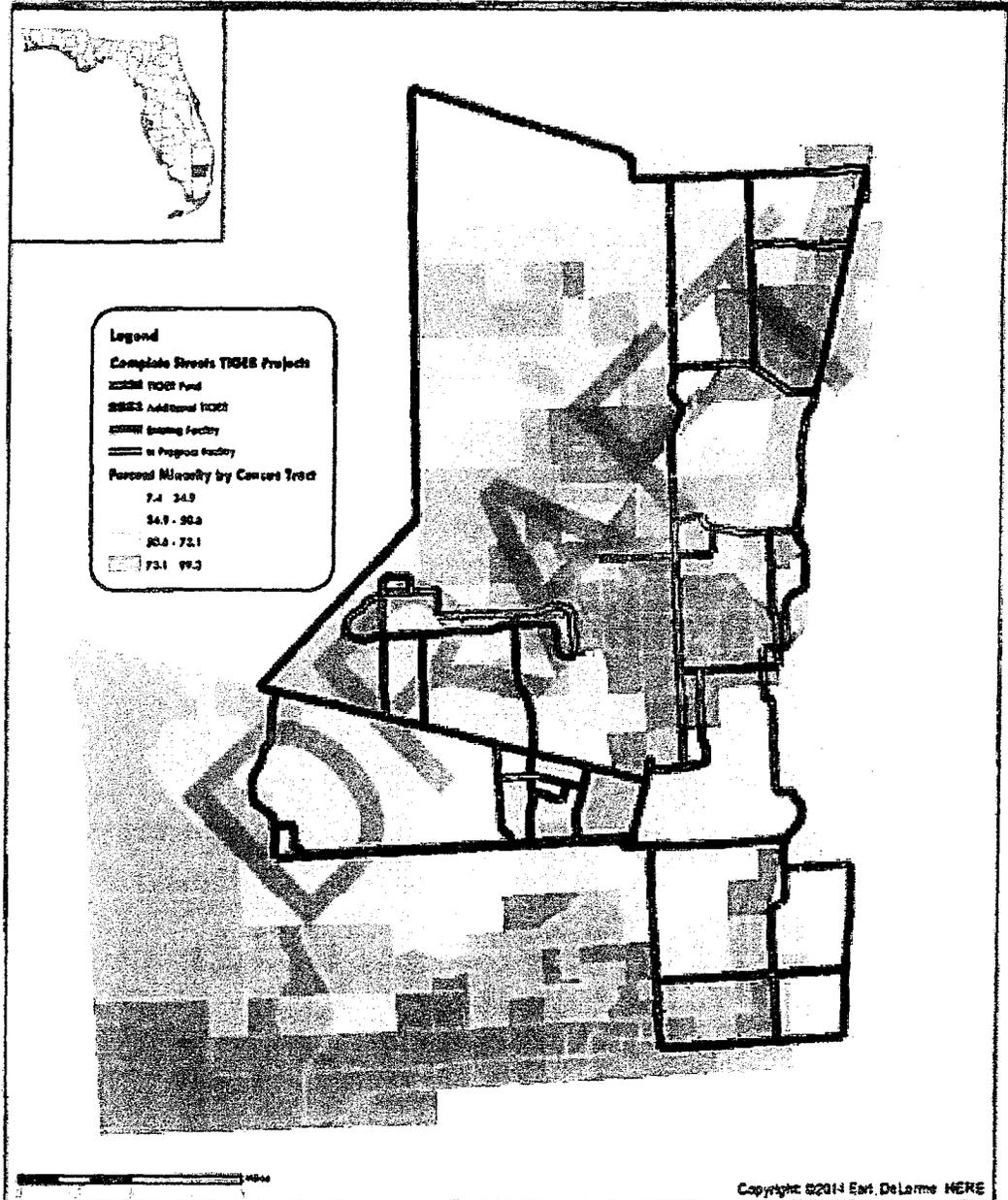
Broward Complete Streets TIGER Projects



For complete details of programs about and rights or non-discrimination or for special requests under the American with Disabilities Act, please contact Christopher Ryan, Public Information Officer/TIGER VI Coordinator at (954) 871-0038 or ryan@broward.org



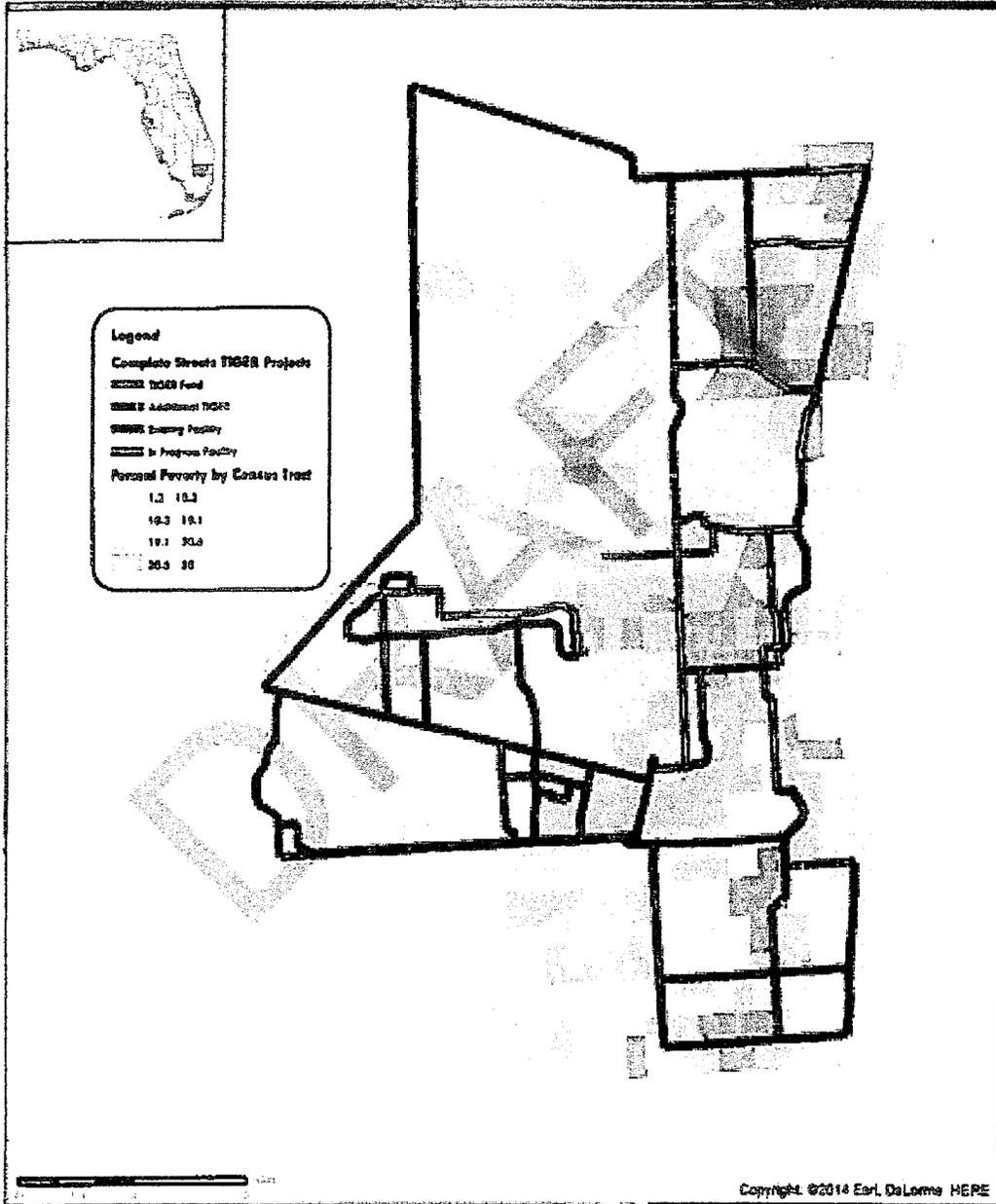
Broward Complete Streets TIGER Projects - Minority Percentage



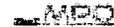
For complete, questions or concerns about civil rights or nondiscrimination or for special requests under the Americans with Disabilities Act, please contact: Christopher Ryan, Public Information Officer / Title VI Coordinator at (954) 876-0034 or rryan@broward.gov

MPO

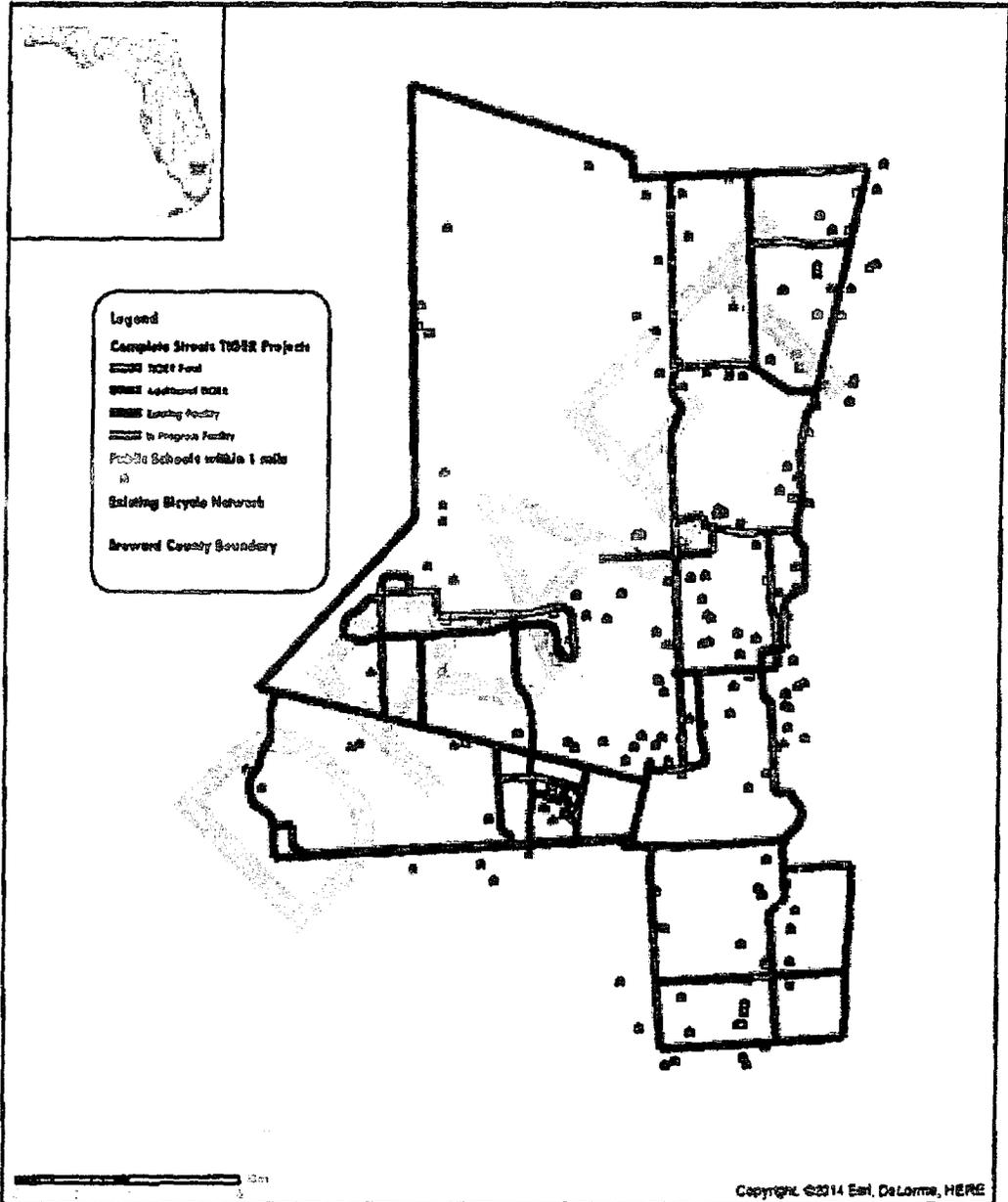
Broward Complete Streets TIGER Projects - Poverty Percentage



For questions, questions or concerns about staff roles or responsibilities or for special projects under the Americans with Disabilities Act, please contact Christopher Eyles, Public Information Officer / Title VI Coordinator at (954) 674-6008 or ryes@broward.org

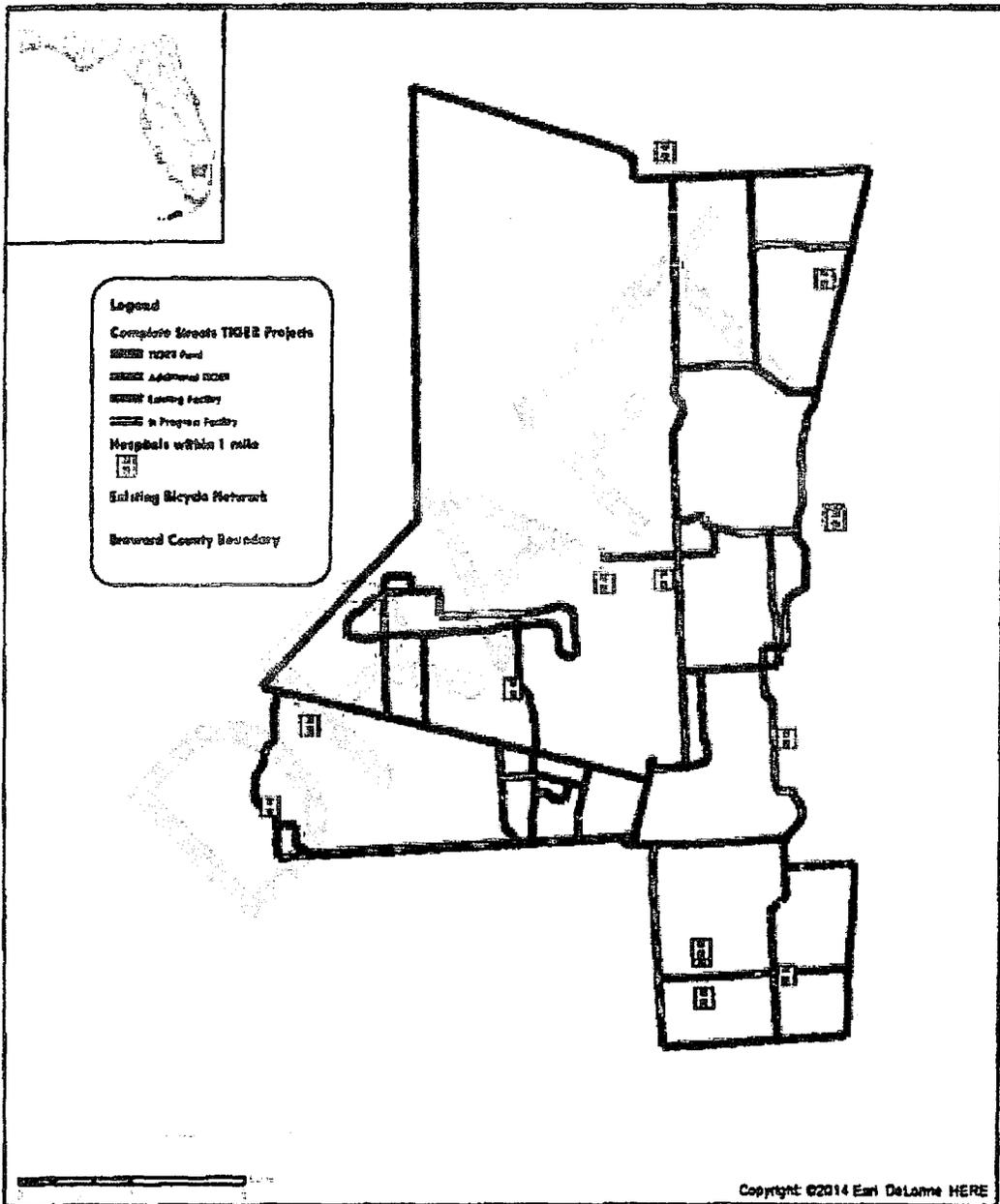


Broward Complete Streets TIGER Projects - Proximity to Public Schools



For complete, accurate or current data and rights or availability or for special requests under the American with Disabilities Act, please contact Christopher Ryan, Public Information Officer/Title VI Coordinator at (954) 874-5236 or rryan@browardmop.org

Broward Complete Streets TIGER Projects - Proximity to Hospitals



For complete questions or concerns about civil rights or nondiscrimination or for special requests under the Americans with Disabilities Act, please contact Christopher Ryan, Public Information Officer / Title VI Coordinator at (954) 878-4034 or ryan@broward.gov

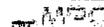


Exhibit "C"

Broward MPO Executive Committee & Board Members



**Mayor
Tim Ryan
Broward County
SFRTA**



**Commissioner
Bruce Roberts
2nd Vice Chair
Fort Lauderdale**



**Commissioner
Richard Blattner
Chairman
Hollywood**



**Councilmember
Bryan Cafetka
Vice Chairman
Davie**



**Commissioner
Sandy Johnson
Small Cities
Lighthouse Point**

Vice Mayor Larry Vignola Coral Springs		Vice Mayor Yvette Colbourne Miramar
Mayor Harry Dressler Tamarac	Mayor Richard J. Kaplan Lauderhill	Mayor Frank C. Ortis Pembroke Pines
Mayor Joanne Simone Margate	Deputy Mayor Lawrence A. Safield Sunrise	Commissioner Toby Feuer Weston
Vice Mayor Jerry Graziose North Lauderdale	Councilman Ron Jacobs Plantation	Commissioner Lisa Mallozzi Cooper City
Commissioner David Rosenof Parkland	Vice Mayor Beverly Williams Lauderdale Lakes	Vice Mayor Freddy Pitkelli Southwest Ranches
Vice Mayor Charlotte Burrle Pompano Beach	Commissioner Shari McCartney Oakland Park	Mayor Ashira Mohammed Pembroke Park
Commissioner Richard Rosenzweig Deerfield Beach	Vice Mayor Tom Green Wilton Manors	Mayor Eric H. Jones, Jr. West Park
Commissioner Mikkle Belvedere Coconut Creek	Councilman Gregory Sollitto Sea Ranch Lakes	School Board Member Patricia Good School Board of Broward County
Commissioner Sandy Johnson Lighthouse Point	Vacant Village of Lazy Lake	Commissioner Barbara Sharief Broward County Board of County Commissioners
Commissioner Mark Brown Lauderdale-By-The-Sea	Mayor Jay Cooper Hallandale Beach	Commissioner Lois Wexler Broward County Board of County Commissioners
Vacant Hillsboro Beach	Commissioner Walter Duke Dania Beach	Commissioner Holness Broward County Board of County Commissioners
Vice Mayor Romney Rogers Fort Lauderdale		

**Gregory Stuart
Executive Director
Broward MPO
Suite 850, 100 West Cypress Creek
Road, Fort Lauderdale, FL 33309
954-876-0033**

www.BrowardMPO.org

For complaints, questions or concerns about civil rights or nondiscrimination or for special requests under the Americans with Disabilities Act, please contact: Christopher Ryan, Public Information Officer/Title VI Coordinator at (954) 876-0036 or cr1234@browardmopo.org

**Ricardo Gutierrez
Complete Streets Manager
Broward MPO
Suite 850, 100 West Cypress Creek
Road, Fort Lauderdale, FL 33309
954-876-0044**

TIGER TIGER2015 » TIGER2015_PreApplications: Broward Regional Complete Streets Initiative

Project Name	Broward Regional Complete Streets Initiative
Project Description	This TIGER grant will fund crucial bicycle/pedestrian facilities in the Broward region by leveraging local and state investments. The TIGER funds would build upon the Broward MPO's current \$100 million investment in bicycle/pedestrian improvements to address long-standing safety and connectivity concerns. The joint program includes the construction and expansion of a comprehensive array of bicycle/pedestrian improvements to address gaps in the network and connect residents and visitors to major commercial, residential, educational, and recreational facilities.
Urban/Rural	Urban
Primary Project Type	Bicycle-Pedestrian
Secondary Project Type	Bike/Ped-Complete streets
Primary Project Location Zip Code	33312
Project Previously Submitted	No
Prior Submitted Year(s)	NA
TIGER Request	\$27,850,560
Total Project Cost	\$54,816,800
Total Federal Funding	\$2,544,875
Total Non-Federal Funding	\$24,120,654.00
Applicant Organization Name	Broward Metropolitan Planning Organization
Tribal Government	No
DUNS Number *	331244826
Applicant E-Mail Address	gutierrezr@browardmpo.org
Applicant Contact Name	Ricardo Gutierrez
Applicant Contact Phone Number	954-878-0044
Applicant Street 1	100 West Cypress Creek Road
Applicant Street 2	Suite 900
Applicant City	Fort Lauderdale
Applicant State/Territory	FL
Applicant Zip Code	33309
Applicant County	Broward County
TIGERID	browardmpo471
SubmitterIDcalc	browardmpo
Me2	104717ba_mplac@browardmpo

Created at 5/1/2015 2:04 PM by Ricardo Gutierrez
 Last modified at 5/1/2015 2:08 PM by Ricardo Gutierrez

[Close](#)

REQUESTED COMMISSION ACTION: **QUASI-JUDICIAL**

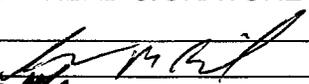
Consent	<input checked="" type="checkbox"/>	Ordinance	<input type="checkbox"/>	Resolution	<input type="checkbox"/>	Consideration/ Discussion	<input type="checkbox"/>	Presentation	<input type="checkbox"/>
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SHORT TITLE AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING PROPERTY LYING NORTH OF FAIRWAY DRIVE AND WEST OF NW 30TH AVENUE FROM B-3 (GENERAL BUSINESS) TO B-4 (HEAVY BUSINESS); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

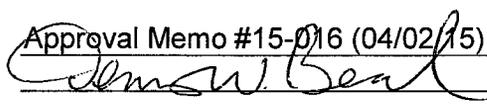
Summary of Purpose and Why:

This approximate 2.54-acre property is located at 930 NW 31 Avenue. The property is owned by the 1 Three 453 LLC. The petitioner, John Glorieux, is requesting this rezoning in order to expand his business (the Pompano Pet Lodge) located on the adjacent property to the south. The request is to rezone the subject property from B-3 (General Business) to B-4 (Heavy Business). The Land Use Designation for the parcel is C (Commercial) so the zoning will remain consistent with the Land Use Designation. The applicant has voluntarily submitted a Declaration of Restricted Covenants (see Memo No. 15-219) to restrict uses that would otherwise be allowed in a B-4 Zoning District but are not compatible with this location's neighboring uses. The voluntary Declaration of Restricted Covenants will be recorded by the City Clerk's Office following second reading if this rezoning is approved. The Planning & Zoning Board recommended approval of this request in a 7-0 decision at the March 25, 2015 meeting.

- (1) Origin of request for this action: 1 Three 453, LLC.
- (2) Primary staff contact: Robin M. Bird/ Maggie Barszewski Ext. 7921
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>DEPARTMENTAL HEAD SIGNATURE</u>
Dev. Services	03/13/15	Approval	Memo# 15-132 
City Attorney	04/29/15	See Memo	CAC# 2015-908 

Planning and Zoning Board
 City Manager 

Approval Memo #15-016 (04/02/15)


ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	
<u>Workshop</u>			
1 st Reading <u>5/12/15</u>	1 st Reading _____	Results: _____	Results: _____
Approved			
2 nd Reading <u>5/26/15</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



City Attorney's Communication #2015-908

April 29, 2015

TO: Maggie Barszewski, AICP, Planner
FROM: Gordon B. Linn, City Attorney
RE: Rezoning Ordinance for Pompano Pet Lodge

As requested, the following form of ordinance, relative to the above-referenced matter, has been revised and is attached:

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING PROPERTY LYING NORTH OF FAIRWAY DRIVE AND WEST OF NW 30TH AVENUE FROM B-3 (GENERAL BUSINESS) TO B-4 (HEAVY BUSINESS); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

GORDON B. LINN

GBL/jrm
l:cor/dev-srv/2015-908

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING PROPERTY LYING NORTH OF FAIRWAY DRIVE AND WEST OF NW 30TH AVENUE FROM B-3 (GENERAL BUSINESS) TO B-4 (HEAVY BUSINESS); 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, Florida; and

WHEREAS, a public hearing before the City Commission was held pursuant to the aforesaid notice, at which hearing the parties in interest and all other citizens so desiring, had an opportunity to be, and were, in fact, heard; now, therefore,

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

SECTION 1. That the City Commission of the City of Pompano Beach, having considered the evidence and argument presented at the public hearing, finds:

SECTION 2. That the property more particularly described in Exhibit "A" attached hereto and made a part hereof ("Property"), which property is hereby rezoned from a present zoning classification of B-3 (General Business) to B-4 (Heavy Business), as said zoning classification is defined by Chapter 155 of the Code of Ordinances of the City of Pompano Beach, Florida.

SECTION 3. That the Development Services Director is hereby directed to mark the zoning provided for in this Ordinance on the Official Zoning Map of the City of Pompano Beach.

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

SECTION 5. This Ordinance shall become effective upon passage.

PASSED FIRST READING this ____ day of _____, 2015.

PASSED SECOND READING this ____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/jrm
4/29/15
I:ord/155/2015-289

Exhibit A

LEGAL DESCRIPTION:

TRACT "A", LESS THE EAST .25 FEET OF "FLOWERS
DISTRIBUTION CENTER" ACCORDING TO THE PLAT THEREOF
AS RECORDED IN PLAT BOOK 139 AT PAGE 42 OF THE
PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.



MEMORANDUM

Development Services

MEMORANDUM NO. 15-219

DATE: April 30, 2015
TO: Robin M. Bird, Development Services Director
FROM: Maggie Barszewski, AICP, Planner *MS*
SUBJECT: Rezoning Ordinance for Pompano Pet Lodge

P & Z # 15-13000002

The applicant of the Pompano Pet Lodge has voluntarily submitted the attached the Declaration of Restrictive Covenants (DRC) restricting the uses that would otherwise be allowed in the B-4 Zoning District. The original will be held until the City Commission's second reading of the Rezoning Ordinance that was requested by the applicant. If the rezoning Ordinance is approved, the City Clerk will record this DRC instrument.

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, JOHN GLORIEUX and LAURIE GLORIEUX, the only Authorized Members ("AMBR") of 1THREE453, LLC, a Florida limited liability company whose mailing address is 1113 SE 9th Street, Fort Lauderdale, FL 33316, being the owner of that certain real property located in the City of Pompano Beach, the County of Broward, the State of Florida and described on Exhibit "A" attached hereto and made a part hereof ("Property"), voluntarily makes the following Declaration of Restrictions ("Declaration") covering the Property, specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon the undersigned and upon all persons deriving or taking title through the undersigned. These restrictions, during their lifetime shall be for the benefit of the City of Pompano Beach, Florida.

1. The Property as shown on attached Exhibit "A" shall be used for any or all uses permitted by the City of Pompano Beach Code in a B-4 zoning district which includes Boarding Kennels.

2. Permitted Uses that are eliminated from existing B-4 Heavy Business District list and therefore a prohibited use on the Property are as follows:

(A) Permitted Uses that are eliminated:

Amusement arcade

Auto repair & maintenance facility

Thrift stores

Pawn Brokers

Lawn care, pool, or pest control service

Laundry, dry cleaning, carpet cleaning or dyeing facility

Metal working, welding, plumbing, gas, steam or water pipe fitting

Outdoor Storage as a principal use

Used automobile & light truck sales with indoor display only

Used automobile & light truck sales with outdoor display

Automobile painting or body shop

Automobile wrecker service

3. These covenants are to run with the land and shall be binding upon all parties and persons deriving or taking title through the undersigned from the date these covenants are recorded in the Public Records of Broward County, Florida. This Declaration may be amended or removed only by the City of Pompano Beach, Florida, by a written document of equal formality and dignity and with the approval of the undersigned or their successors or assigns. Any amendment to this Declaration or termination thereof shall be recorded in the Public Records of Broward County, Florida. Nothing herein shall prevent the declarant or its successors in title or assigns from applying to the City of Pompano Beach, Florida, for modification of this Declaration or termination hereof.

4. Invalidation of any one portion of this Declaration or any portion of this document by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

5. This Declaration is executed for the purpose of protecting the health, safety, and welfare of the citizens of the City of Pompano Beach.

IN WITNESS WHEREOF, We have set our hands and seal this 7 day of ~~March~~ ^{April}, 2015.

Signed, sealed and delivered in the presence of:

1THREE453, LLC, a Florida limited liability company

Gloria Soto

Witness Print Name: Gloria Soto

Gayle Grant

Witness Print Name: Gayle Grant

By: [Signature]
Name: John Glorieux
Title: AMBR

By: [Signature]
Name: Laurie Glorieux
Title: AMBR

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing was acknowledged before me this 7 day of ~~March~~ ^{April}, 2015, by John Glorieux and Laurie Glorieux, sole Authorized Members of 1THREE453, LLC, a Florida limited liability company, who are personally known to me or produced their Florida driver's license(s) as identification.

[Signature]
Notary Public, State of Florida

My Commission Expires: _____

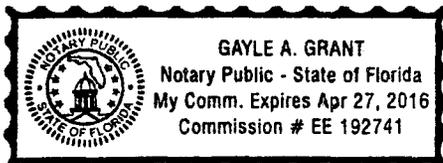


EXHIBIT "A"

Tract "A", Less the East 25 feet thereof, FLOWERS DISTRIBUTION CENTER, according to the Plat thereof, as recorded in Plat Book 139, Page 42, of the Public Records of Broward County, Florida.

Parcel No. 484233-41-0010

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #15-016**

DATE: April 2nd, 2015
TO: City Commission
FROM: Planning and Zoning Board/ Local Planning Agency
SUBJECT: REZONING – B-4 (Heavy Business) from B-3 (General Business)
930 NW 31st Avenue
P & Z #15-13000002 1THREE453, LLC

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on March 25th, 2015, the Board considered the request by **1THREE453, LLC**, requesting REZONING of the above referenced property.

It is the unanimous recommendation of the Board that the REZONING request be approved.



Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

LEGEND

FOR LAND USE PLAN

Symbol Classification Units/ Acre

Gross Residential Density
Residential
E Estate
L Low
LM Low- Medium
M Medium
MH Medium-High
H High

*

C Commercial

CR Commercial Recreation

I Industrial

T Transportation

U Utilities
CF Community Facilities

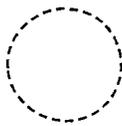
OR Recreation & Open Space

W Water

RAC Regional Activity Center

Boundaries
City of Pompano Beach

13 Number



Reflects the maximum total number of units permitted within the dashed line of Palm Aire & Cypress Bend being 9,724 and 1,998

FOR ZONING MAP

Symbol District

RS-1 One-Family Residence
RS-2 One-Family Residence
RS-3 One-Family Residence
RS-4 One-Family Residence

RD-1 Two- Family Residence

RM-12 Multi-Family Residence
RM-20 Multi-Family Residence
RM-30 Multi-Family Residence
RM-45 Multi-Family Residence
RM-45/HR Overlay

RPUD Residential Planned Unit Dev.
AOD Atlantic Boulevard Overlay District
MH-12 Mobile Home Park

B-1 Limited Business
B-2 Neighborhood Business
B-3 General Business
B-4 Heavy Business
RO Residence Office

*

>

M-1 Marina Business
M-2 Marina Industrial

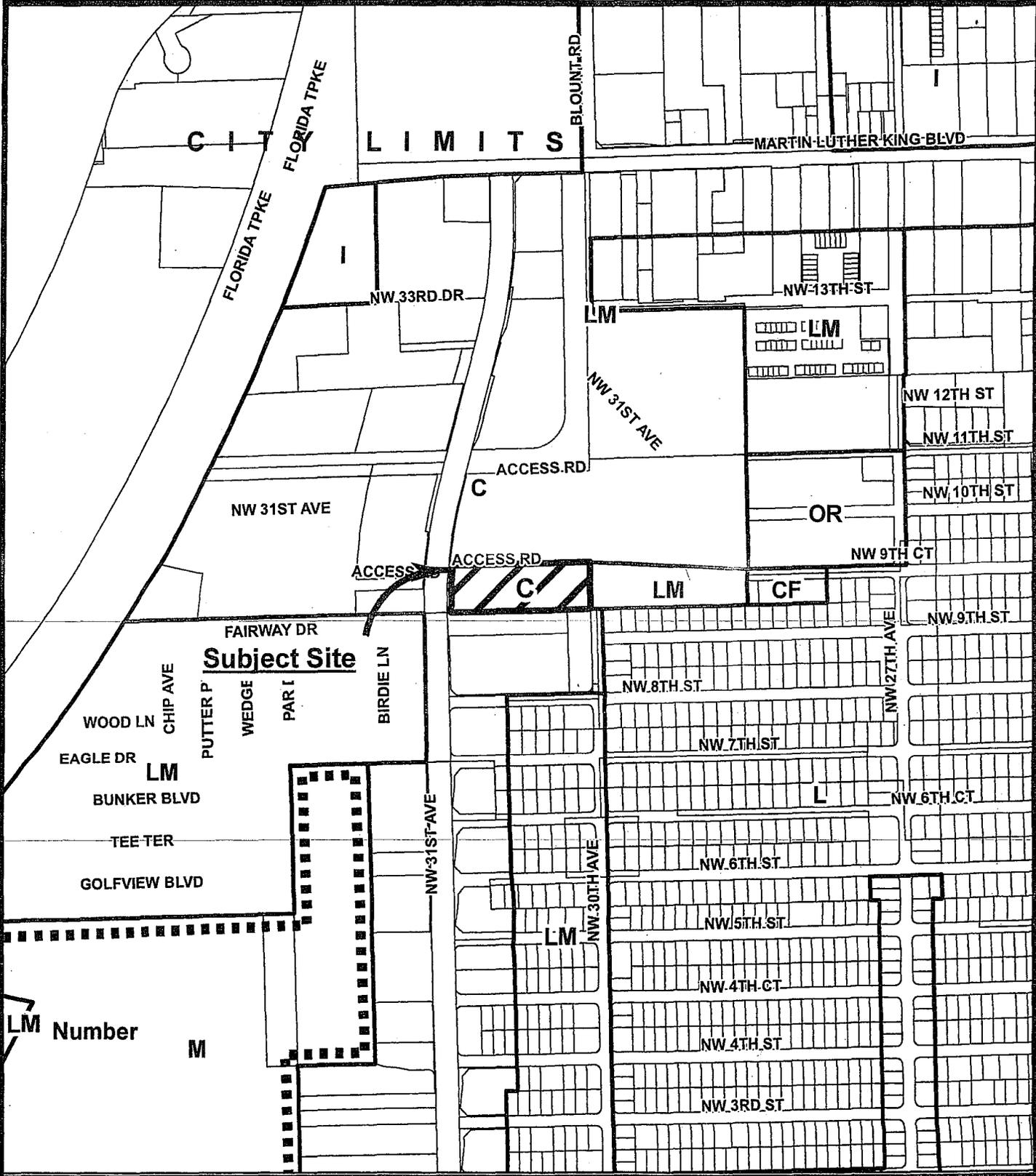
I-1 General Industrial
I-1X Special Industrial
O-IP Office Industrial Park

BP Business Parking
BSC Planned Shopping Center

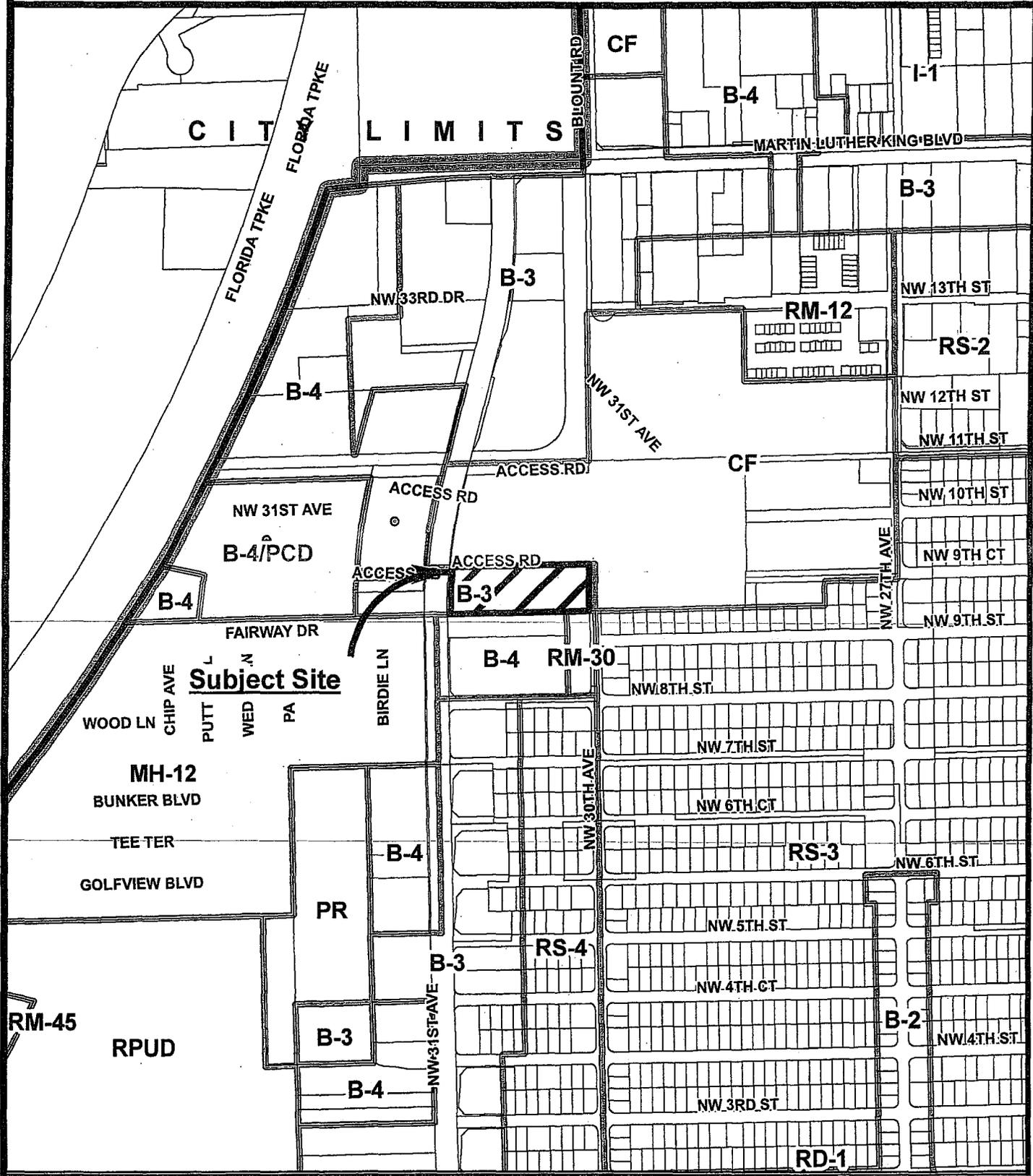
PCI Planned Commercial / Industrial Overlay
PR Parks & Recreation
CR Commercial Recreation
CF Community Facilities
T Transportation
PU Public Utility

*	Existing
>	Proposed

CITY OF POMPANO BEACH OFFICIAL LAND USE MAP



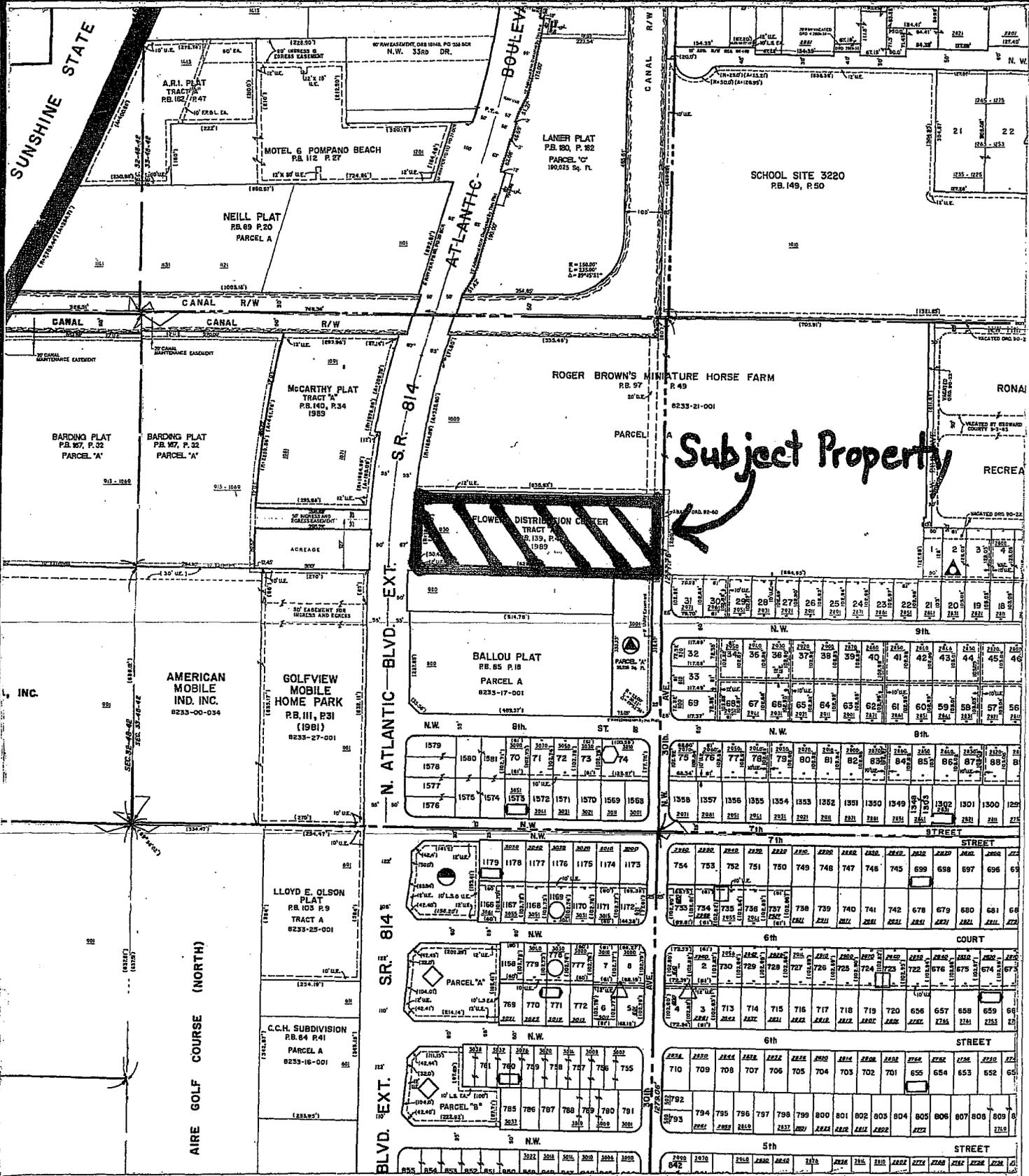
CITY OF POMPANO BEACH OFFICIAL ZONING MAP



1 in = 600 ft

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

EXCERPT FROM THE CITY OF POMPANO BEACH PLAT MAP



Subject Property

SCALE: NTS

↑
NORTH

REVIEW & SUMMARY

- A. Pursuant to Section 157.31(A) [Major Review: Development Review Committee Report and Notice to Applicant], the Development Services Director has compiled the department comments from the February 19, 2015 Development Review (DRC) meeting which are summarized below:

Zoning: Maggie Barszewski - Applicant has uploaded a digital-sealed survey and shall be providing a physical copy of the sealed survey at the meeting. Other than that the submittal is complete and Zoning has no issues.

BSO: Scott Longo - I have no issue with the rezoning.

What I would like to know for future development is the following;

- What will the hours of operation be?

.If you are open past 11 pm you will need to follow ORD. 115.26

- Make sure that there is a CPTED Plan

All hedges need to be at a height no higher than 2.5 feet

Tree canopies – Natural Surveillance should be 3ft to 8ft clearance depending on the size of the tree.

Maintain tree and shrub growth to be within CPTED Standards

Also not to block the illumination of the light source.

Utilities: William Herrmann - No drawings available to review

Planning: Chris Clemens - No Comments

Building Division: Salvator Pravata - Pompano Pet Lodge Rezoning

930 NW 31 Ave.

PZ15-13000002

The building department has no objection to the requested REZONING approval from B-3 to B-4

CRA: CRA - No objections.

Fire Dept.: Jim Galloway - This P&Z application is able to meet all of the Fire Department requirements at this time for Site Plan Review. However, the petitioner shall maintain all proper fire department access and water supply requirements as per chapter 18 of NFPA 1 as amended from time to time.

*Additional comments may follow throughout the remainder of the permitting process. The buildings shall be in compliance with All NFPA Standards prior to receiving Fire Department approval.

Engineering Dept.: Bob Lawson - 02-17-15: NRN

Waste Management: Russell Ketchem – No Comments

B. Zoning Department staff submits the following factual information which is relevant to this rezoning request:

1. The rezoning was reviewed by DRC on February 19, 2015.
 2. The property is located at 930 NW 31 Avenue.
 3. The area to be rezoned is approximately 2.54 acres (approximately 110,815 square feet).
 4. The Zoning and uses of adjacent properties are:
North – (CF) – Community Facility, School
South – (B-4) – Heavy Business, Pompano Pet Lodge
West – (B-3) – General Business, Vacant
East – (CF) – Community Facility, School
 5. Access to this property is from NW 31 Avenue.
 6. The Land Use Designation is (C) Commercial.
-
-

C. The following goals, objectives and policies of the City's Comprehensive Plan have been identified as pertinent to this rezoning:

01.03.06 Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.

01.03.11 Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.

01.03.12 The following criteria may be used in evaluating rezoning requests:

1. Density;
2. Design;
3. Distance to similar development;
4. Existing adjoining uses;
5. Proposed adjoining uses;
6. Readiness for redevelopment of surrounding uses; and.
7. Proximity to mass transit.

D. Recommendation:

Given the information provided to the Board, as the findings of fact, staff provides the following recommendation and alternative motions, which may be revised or modified at the Board's discretion.

Alternative Motion I

Recommend approval of the rezoning request from B-3 (General Business) to B-4 (Heavy Business) based on Compatibility with the following policies:

- 01.03.06** Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.
- 01.03.11** Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.
- 01.03.12** The following criteria may be used in evaluating rezoning requests:
1. Density;
 2. Design;
 3. Distance to similar development;
 4. Existing adjoining uses;
 5. Proposed adjoining uses;
 6. Readiness for redevelopment of surrounding uses; and.
 7. Proximity to mass transit.

Alternative Motion II

Table this application for additional information as requested by the Board.

Alternative Motion III

Recommend denial as the Board finds that the request is not consistent with the following goals, objectives and policies of the Comprehensive Plan, specifically:

- 01.03.06** Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.
- 01.03.11** Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.
- 01.03.12** The following criteria may be used in evaluating rezoning requests:
1. Density;
 2. Design;
 3. Distance to similar development;

4. Existing adjoining uses;
5. Proposed adjoining uses;
6. Readiness for redevelopment of surrounding uses; and.
7. Proximity to mass transit.

STAFF RECOMMENDS ALTERNATIVE MOTION I



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

Rezoning Application

Rezoning Review

Site Specific Planned Development

930 NW 31 Ave		RS-1 B-3	RS-1 B-4
STREET ADDRESS		Current	Proposed Zoning
Subdivision		Block	Lot
Representative or Agent's interest in property (Owner, Lessee, Etc)		Lessee	
Has any previous application(s) been filed?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If Yes, give date of hearing and finding			

Agent or Representative	Landowner (Owner of Record)
Pompano Pet Lodge	134453 134 FIVE 3, LLC
Business Name (if applicable)	Business Name (if applicable)
JOHN GLORIEUX Pres.	JOHN GLORIEUX Mgr Partner
Print Name and Title	Print Name and Title
<i>[Signature]</i>	<i>[Signature]</i>
Signature	Signature
1/21/15	1/21/15
Date	Date
900 NW 31 Avenue	1113 SE 9 ST
Street Address	Street Address
Pompano, FL 33069	Ft Laud, FL 33316
Mailing Address City/ State/ Zip	Mailing Address City/ State/ Zip
954 972-5584	954 270-4999
Phone Number	Phone Number
John@PompanoPetLodge.com	John.Glorieux@gmail.com
Email	Email
Indicate your preferred medium to receive agendas and notifications: <input checked="" type="checkbox"/> Mail <input checked="" type="checkbox"/> E-Mail	Indicate your preferred medium to receive agendas and notifications: <input checked="" type="checkbox"/> Mail <input checked="" type="checkbox"/> E-Mail





100 W. Atlantic Blvd Pompano Beach, FL 33060
Phone: 954.786.4634 Fax: 954.786.4666

Rezoning Application

OWNER'S CERTIFICATE

This is to certify that I am the owner of the subject lands described in this application and that I have authorized the filing of the aforesaid application for rezoning.

Owner's Name: John Glorieux
(Print or Type)

Address: 1113 SE 9 ST.
Ft. Laud., FL 33316
(Zip Code)

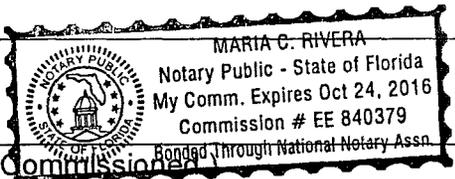
Phone: 954 270-4999

Email address: John@PompanoPetLodge.com

[Signature]
(Signature of Owner or Authorized Official)

SWORN AND SUBSCRIBED before me this 22nd day of JANUARY, 2015

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



(Name of Notary Public: Print, stamp, or Type as Commissioned)

Personally know to me, or
 Produced identification: _____
(Type of Identification Produced)



Rezoning Application

Acknowledgement receipt of the Florida NPDES Stormwater Permitting Program for Construction Activity

I John Glorieux am the Managing Partner of the proposed application for
(Print Name) (Title)

Development approval and authorized to sign on behalf of the owner. I hereby acknowledged that I have been given a copy of the Florida National Pollutant Discharge Elimination System (NPDES) Permitting Program for construction activity.

Signature:

Date:

1/27/15

Meeting Date: May 26, 2015

Agenda Item

11

REQUESTED COMMISSION ACTION: **QUASI-JUDICIAL**

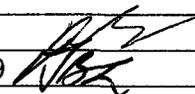
Consent	<input checked="" type="checkbox"/>	Ordinance	<input type="checkbox"/>	Resolution	<input type="checkbox"/>	Consideration/ Discussion	<input type="checkbox"/>	Presentation
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SHORT TITLE AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING THE PROPERTY LYING SOUTH OF SW 3RD STREET (POMPANO PARK PLACE) AND WEST OF SOUTH DIXIE HIGHWAY (S.R. 811) FROM B-3 (GENERAL BUSINESS) TO LAC (LOCAL ACTIVITY CENTER); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

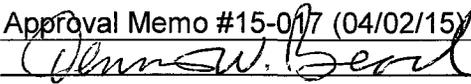
Summary of Purpose and Why:

These two small parcels are approximately .226 of a gross acre and .417 of a gross acre, generally located on the southwest corner of SW 3rd Street and South Dixie Highway. The property is owned by John Knox Village, Inc. The request is to change the zoning of both parcels from B-3 (General Business) to LAC (Local Activity Center). Currently the two parcels have a Commercial Future Land Use designation; however a concurrent Land Use Plan Map amendment to re-designate the parcels to LAC is an item on this same agenda. The purpose for both the rezoning and Land Use Plan amendment is to incorporate the parcels into the adjacent John Knox Village LAC. The Planning & Zoning Board recommended approval of this request in a 7-0 decision at the March 25 meeting.

- (1) Origin of request for this action: John Knox Village, Inc.
- (2) Primary staff contact: Robin M. Bird/ Maggie Barszewski Ext. 7921
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>Dev. Services</u>	<u>03/13/15</u>	<u>Approval</u>	<u>Memo# 15-132</u>
<u>City Attorney</u>	<u>04/29/15</u>	<u>See Memo</u>	<u>CAC# 2015-909</u> 

Planning and Zoning Board
 City Manager 

Approval Memo #15-017 (04/02/15)


ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>
<u>Workshop</u>		
1 st Reading <u>5/12/2015</u>	1 st Reading _____	Results: _____
Approved		
2 nd Reading <u>5/26/2015</u>	_____	Results: _____
_____	_____	_____
_____	_____	_____



City Attorney's Communication #2015-909

April 29, 2015

TO: Maggie Barszewski, AICP, Planner

FROM: Gordon B. Linn, City Attorney

RE: Rezoning Ordinance for John Knox Village – SW Corner of SW 3rd Street and South Dixie Highway

As requested, the following form of ordinance, relative to the above-referenced matter, has been revised and is attached:

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING THE PROPERTY LYING SOUTH OF SW 3RD STREET (POMPANO PARK PLACE) AND WEST OF SOUTH DIXIE HIGHWAY (S.R. 811) FROM B-3 (GENERAL BUSINESS) TO LAC (LOCAL ACTIVITY CENTER); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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


GORDON B. LINN

GBL/jrm
l:cor/dev-srv/2015-909

Attachment

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

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING THE PROPERTY LYING SOUTH OF SW 3RD STREET (POMPANO PARK PLACE) AND WEST OF SOUTH DIXIE HIGHWAY (S.R. 811) FROM B-3 (GENERAL BUSINESS) TO LAC (LOCAL ACTIVITY CENTER); 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, Florida; and

WHEREAS, a public hearing before the City Commission was held pursuant to the aforesaid notice, at which hearing the parties in interest and all other citizens so desiring, had an opportunity to be, and were, in fact, heard; now, therefore,

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

SECTION 1. That the City Commission of the City of Pompano Beach, having considered the evidence and argument presented at the public hearing, finds:

SECTION 2. That the property more particularly described in Exhibit "A" attached hereto and made a part hereof ("Property"), which property is hereby rezoned from a present zoning classification of B-3 (General Business) to LAC (Local Activity Center), as said zoning classification is defined by Chapter 155 of the Code of Ordinances of the City of Pompano Beach, Florida.

SECTION 3. That the Development Services Director is hereby directed to mark the zoning provided for in this Ordinance on the Official Zoning Map of the City of Pompano Beach.

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

SECTION 5. This Ordinance shall become effective upon passage.

PASSED FIRST READING this ____ day of _____, 2015.

PASSED SECOND READING this ____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/jrm
4/29/15
I:ord/155/2015-317

EXHIBIT "A"

JOHNKNOX VILLAGE
Legal Description

Parcel 1

A parcel of land in Government Lot 7, in Section 2, Township 49 South, Range 42 East, Broward County, Florida, described as follows: beginning at the intersection of the center line of Old Dixie Highway (State Road 811) as it is now located and north boundary of said Government Lot 7, for a point of beginning; thence southwesterly along centerline of said Old Dixie Highway a distance of 223.70 feet to a point; thence northwesterly on an interior angle of 97°, being measured from the preceding line, a distance of 162 feet; thence northeasterly on an interior angle of 83°, being measured from the preceding line a distance of 118.96 feet to a point; said point being located on the north boundary line of said Government Lot 7 (Race Track Road); thence easterly along the north boundary of said Government Lot 7, a distance of 203.28 feet to a point of beginning.

Parcel 2

A portion of the North one-half (N½) of the North one-half (N½) of Government Lot Seven (7), Section 2, Township 49 South, Range 42 East, Broward County, Florida, lying West of the Old Dixie Highway and more fully described as follows: Commencing at the Northwest corner of said Government Lot Seven (7); thence East along the North line of said Government Lot Seven (7), a distance of 782.67 feet; thence Southwesterly making an angle of 52° 15' in the Southwest quadrant, and parallel to the Centerline of Old Dixie Highway, a distance of 169.37 feet to the POINT OF BEGINNING; thence continuing Southwesterly, along the aforesaid course, a distance of 100 feet; thence Southeasterly making an included angle of 83° 00', a distance of 162 feet to a point on the Centerline of Old Dixie Highway, as now located; thence Northeasterly making an included angle of 97° 00' and along the said Centerline of Old Dixie Highway, a distance of 100 feet; thence Northwesterly making an included angle of 83° 00', a distance of 162 feet to the POINT OF BEGINNING; TOGETHER WITH – A parcel of land in Government Lot Seven (7), of Section 2, Township 49 South, Range 42 East, Broward County, Florida, more particularly described as follows: Beginning at the Northwest corner of the southeast one-quarter (SE¼) of Section 2, Township 49 South, Range 42 East, Broward County, Florida; thence Easterly along the one-quarter Section line of said Section 2, on an assumed bearing of East, a distance of 72.98 feet to the Centerline of Old Dixie Highway as same is now located and used; thence Northeasterly along the Centerline of Old Dixie Highway on a bearing of North 13° 18' 27" East, a distance of 2690.82 feet to a point; thence Northeasterly along the Centerline of said Old Dixie Highway on a bearing of North 36° 18' 00" East, a distance of 233.84 feet to a point; thence Northwesterly on a bearing of North 58° 42' 00" West, a distance of 25.87 feet to the POINT OF BEGINNING of this description; thence continue Northwesterly on a bearing of North 58° 42' 00" West, a distance of 150 feet; thence Northeasterly on a bearing of North 38° 18' 00" East, a distance of 50.37 feet; thence Southeasterly on a bearing of South 58° 42' 00" East, a distance of 150 feet; thence Southwesterly on a bearing of South 38° 18' 00" West, a distance of 50.37 feet to the POINT OF BEGINNING.

P&Z

PZ14-1300011

3/25/2015

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #15-017**

DATE: April 2nd, 2015
TO: City Commission
FROM: Planning and Zoning Board/ Local Planning Agency
SUBJECT: REZONING – LAC (Local Activity Center) from B-3 (General Business)
301, 321 South Dixie Highway W
P & Z #14-13000011 John Knox Village of Florida, Inc.

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on March 25th, 2015, the Board considered the request by **JOHN KNOX VILLAGE OF FLORIDA, INC.**, requesting REZONING of the above referenced property.

It is the unanimous recommendation of the Board that the REZONING request be approved.



Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

MEMORANDUM

Development Services

ADMINISTRATIVE MEMORANDUM NO. 15-132

DATE: March 13, 2015

TO: Planning and Zoning Board

VIA: Robin M. Bird, Development Services Director *RB*

FROM: Maggie Barszewski, AICP, Planner *MB*

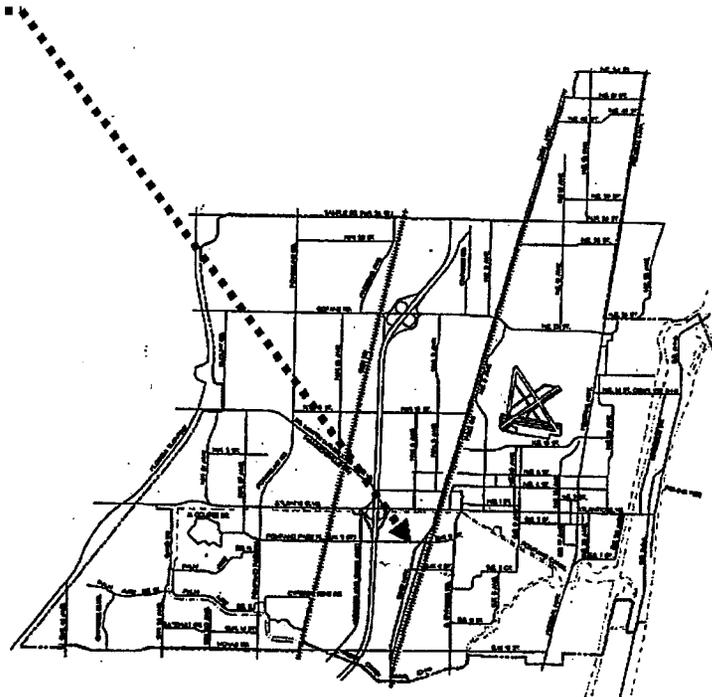
RE: John Knox Village Rezoning
March 25, 2015 meeting

P&Z # 14-1300011

Request

The Applicant is proposing to rezone two small parcels .226 of a gross acre and .417 of a gross acre. The request is to change the zoning of both parcels from B-3 (General Business) to LAC (Local Activity Center). The two adjacent parcels are generally located on the southwest corner of SW 3rd Street and South Dixie Highway. Currently the two parcels have a Commercial Future Land Use designation; however the applicant has submitted a concurrent Land Use Plan Map amendment to re-designate the parcels to LAC. The purpose for both the rezoning and Land Use Plan amendment is to incorporate the parcels into the adjacent John Knox Village LAC.

SW corner of SW 3 St.
and South Dixie Hwy.



LEGEND

FOR LAND USE PLAN

Symbol Classification Units/ Acre

	Gross Residential Density
	Residential
E	Estate
L	Low
LM	Low- Medium
M	Medium
MH	Medium-High
H	High
* C	Commercial
CR	Commercial Recreation
I	Industrial
T	Transportation
U	Utilities
CF	Community Facilities
OR	Recreation & Open Space
W	Water
> LAC	Local Activity Center
RAC	Regional Activity Center
	Boundaries
	City of Pompano Beach
	Number
	Reflects the maximum total number of units permitted within the dashed line of Palm Aire & Cypress Bend being 9,724 and 1,998

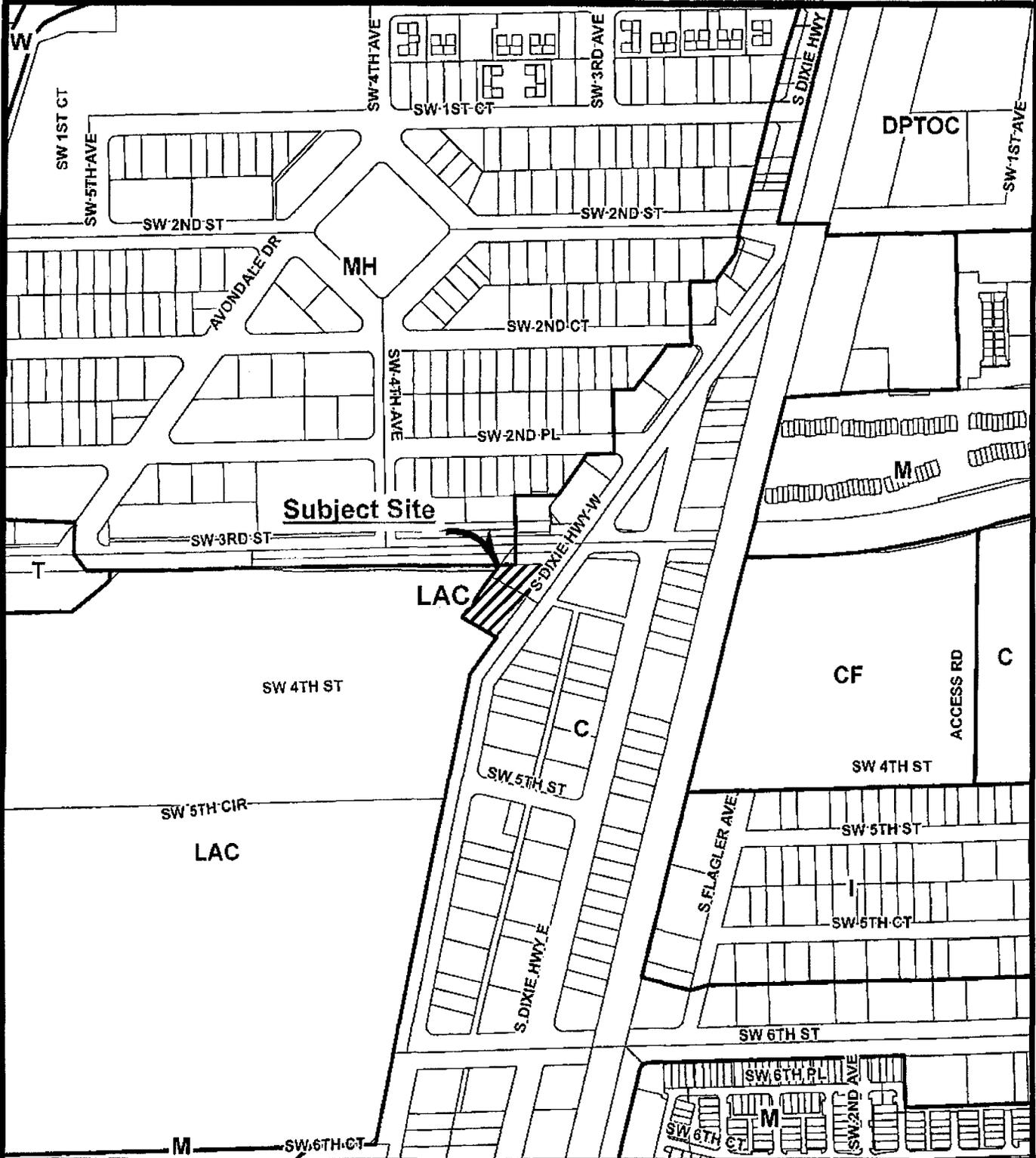
FOR ZONING MAP

Symbol District

RS-1	One-Family Residence
RS-2	One-Family Residence
RS-3	One-Family Residence
RS-4	One-Family Residence
RD-1	Two- Family Residence
RM-12	Multi-Family Residence
RM-20	Multi-Family Residence
RM-30	Multi-Family Residence
RM-45	Multi-Family Residence
RM-45/HR	Overlay
RPUD	Residential Planned Unit Dev.
AOD	Atlantic Boulevard Overlay District
MH-12	Mobile Home Park
B-1	Limited Business
B-2	Neighborhood Business
* B-3	General Business
B-4	Heavy Business
M-1	Marina Business
M-2	Marina Industrial
> LAC	Local Activity Center
I-1	General Industrial
I-1X	Special Industrial
O-IP	Office Industrial Park
BP	Business Parking
BSC	Planned Shopping Center
PCI	Planned Commercial / Industrial Overlay
PR	Parks & Recreation
CR	Commerical Recreation
CF	Community Facilities
T	Transportation
PU	Public Utility

*	Existing
>	Proposed

CITY OF POMPANO BEACH OFFICIAL LAND USE MAP

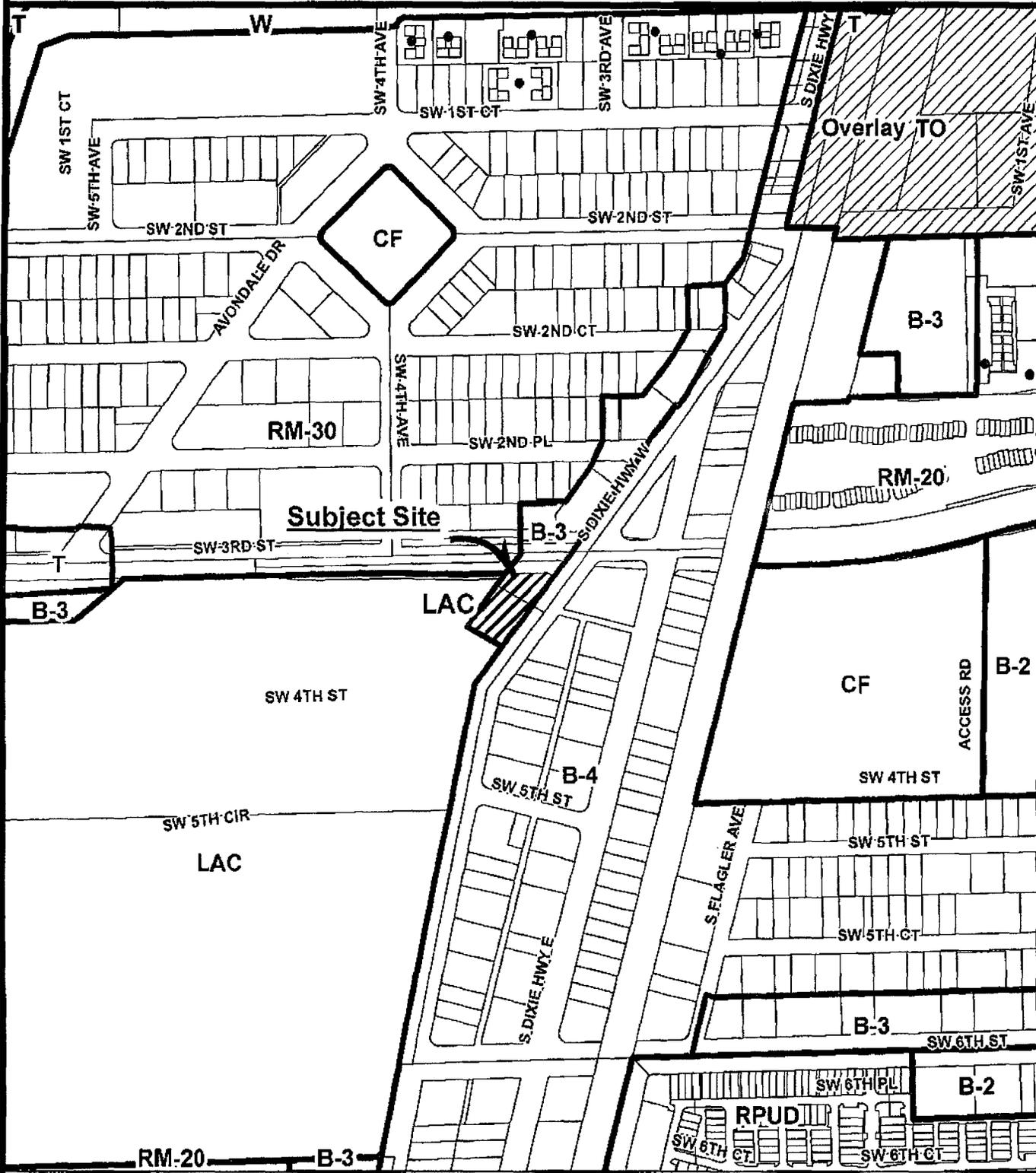


1 in = 417 ft

3

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH OFFICIAL ZONING MAP

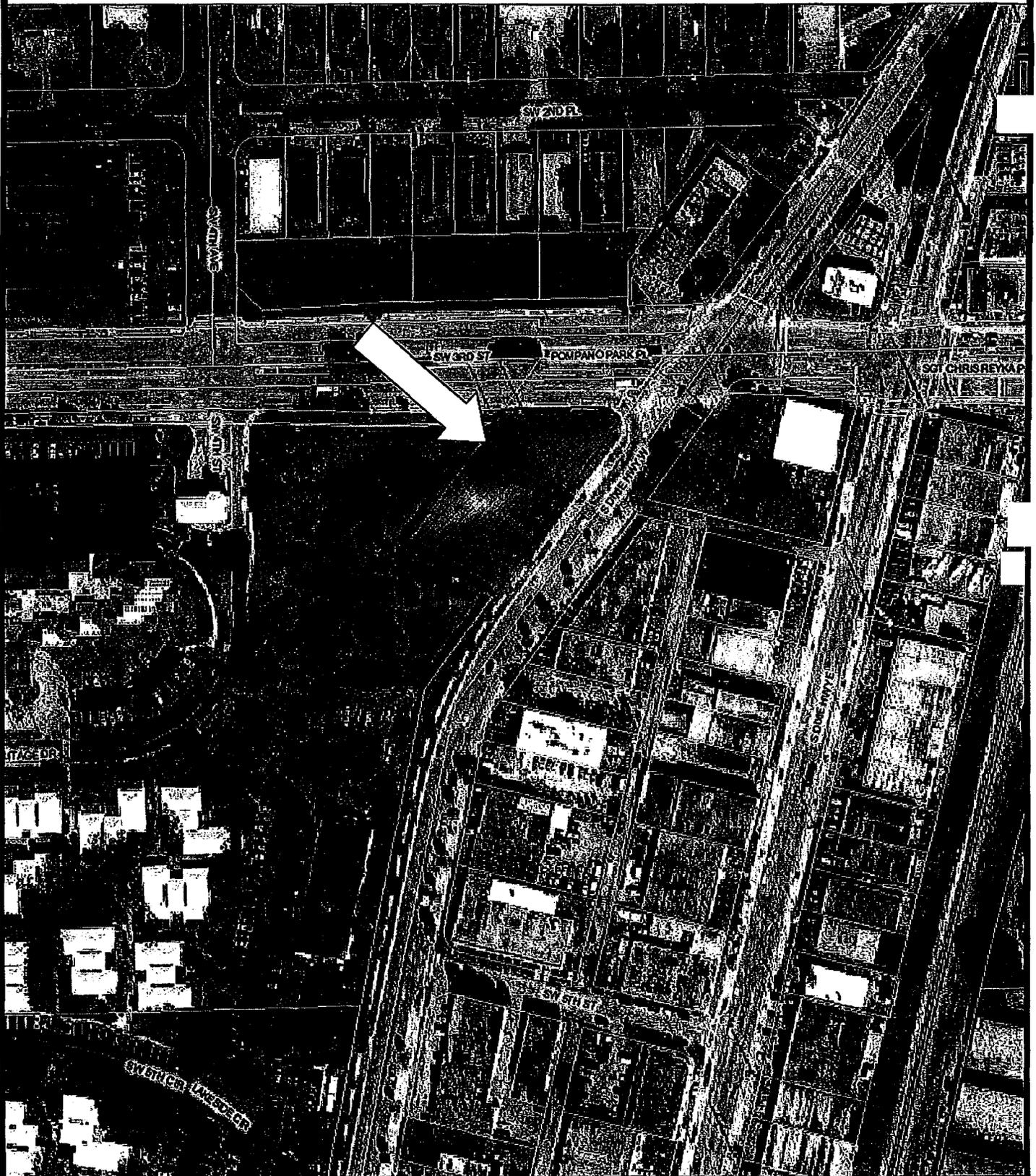


1 in = 417 ft

4

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

EXCERPT FROM THE BROWARD COUNTY PROPERTY APPRAISER
AERIAL MAP

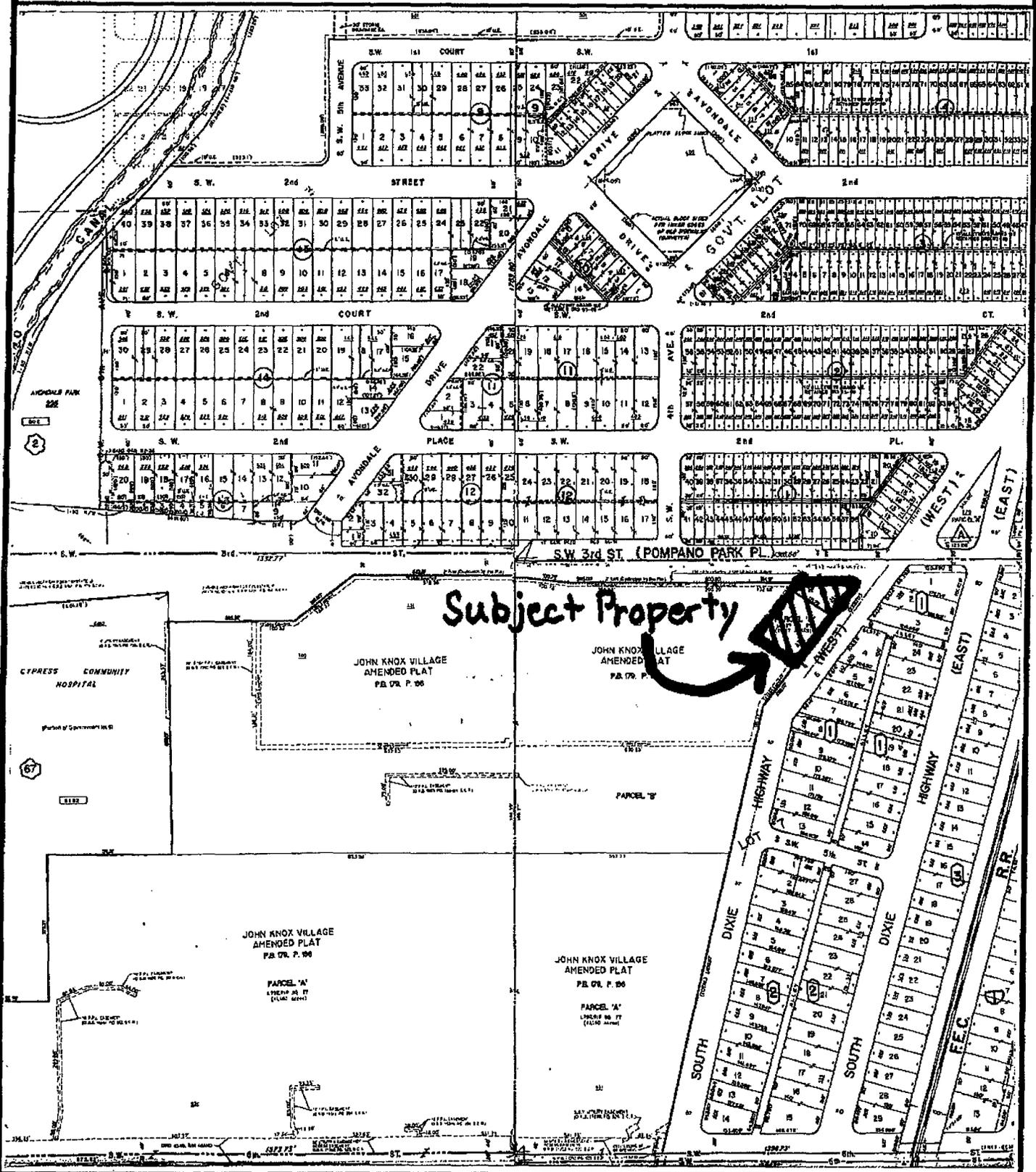


NTS

5

NORTH

EXCERPT FROM THE CITY OF POMPANO BEACH PLAT MAP



SCALE: NTS

NORTH

REVIEW & SUMMARY

- A. Pursuant to Section 157.31(A) [Major Review: Development Review Committee Report and Notice to Applicant], the Development Services Director has compiled the department comments from the January 21, 2015 Development Review (DRC) meeting which are summarized below:**

Zoning – Maggie Barszewski

Applicant can proceed with rezoning, although the final reading of any amending Ordinance must wait until the Land Use Plan Amendment changing the Land Use Category to LAC is approved.

CRA – Juan Ayala

Not in the CRA district.

Fire Dept. – Jim Galloway

This P&Z application is able to meet all of the Fire Department requirements at this time for Site Plan Review. However, the petitioner shall maintain all proper fire department access and water supply requirements as per chapter 18 of NFPA 1 as amended from time to time.

*Additional comments may follow throughout the remainder of the permitting process. The buildings shall be in compliance with All NFPA Standards prior to receiving Fire Department approval.

Engineering Dept. – Bob Lawson

01-20-15 No Comments.

B. Zoning Department staff submits the following factual information which is relevant to this rezoning request:

1. The rezoning was reviewed by DRC on January 21, 2015.
2. The property is located at on the southwest corner of SW 3rd Street and South Dixie Highway.
3. The area to be rezoned is approximately .226 and .417 of a gross acre acres or .643 total acres (approximately 28,009 square feet).
4. The Zoning and uses of adjacent properties are:
North: LAC (Local Activity Center) and B-3 (General Commercial); residential and used car sales
South: LAC (Local Activity Center); residential
East: B-4 Heavy Commercial; auto repair
West: LAC (Local Activity Center); residential
5. There is currently no access planned for this property once it is incorporated into the John Knox LAC since the parcels will be used for open space.
6. The Land Use Designation is currently (C) Commercial; however a concurrent Land Use Plan Amendment is proposing LAC (Local Activity Center).

C. The following goals, objectives and policies of the City's Comprehensive Plan have been identified as pertinent to this rezoning:

Policies

01.03.06 Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.

01.03.11 Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.

01.03.12 The following criteria may be used in evaluating rezoning requests:

1. Density;
2. Design;
3. Distance to similar development;
4. Existing adjoining uses;
5. Proposed adjoining uses;
6. Readiness for redevelopment of surrounding uses; and.
7. Proximity to mass transit.

Objective Local Activity Center

01.15.00 Local Activity Center: Encourage compact development reflecting characteristics which include a mixture of community serving uses such as commercial, office, employment, civic and institutional, recreation and open space and residential, characterized by an efficient infrastructure, close-knit neighborhood and sense of community, preservation of natural systems, promotion of pedestrian circulation and convenient access to mass transit facilities through the establishment of a Local Activity Center land use category.

Policies

01.15.03

Park Land and/or open space that is accessible to the public must be included as a functional component within a Local Activity Center.

01.15.12 The City shall review existing zoning and land development regulations and adopt changes necessary to implement the Local Activity Center land use designation.

D. Recommendation:

Given the information provided to the Board, as the findings of fact, staff provides the following recommendation and alternative motions, which may be revised or modified at the Board's discretion.

Alternative Motion I

Recommend approval of the rezoning request from B-3 (General Business) to LAC (Local Activity Center) based on compatibility with the following policies:

01.03.06 Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.

01.03.11 Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.

01.03.12 The following criteria may be used in evaluating rezoning requests:

1. Density;
2. Design;
3. Distance to similar development;
4. Existing adjoining uses;
5. Proposed adjoining uses;
6. Readiness for redevelopment of surrounding uses; and
7. Proximity to mass transit.

Objective Local Activity Center

01.15.00 Local Activity Center: Encourage compact development reflecting characteristics which include a mixture of community serving uses such as commercial, office, employment, civic and institutional, recreation and open space and residential, characterized by an efficient infrastructure, close-knit neighborhood and sense of community, preservation of natural systems, promotion of pedestrian circulation and convenient access to mass transit facilities through the establishment of a Local Activity Center land use category.

Policies

01.15.03

Park Land and/or open space that is accessible to the public must be included as a functional component within a Local Activity Center.

01.15.12 The City shall review existing zoning and land development regulations and adopt changes necessary to implement the Local Activity Center land use designation.

Alternative Motion II

Table this application for additional information as requested by the Board.

Alternative Motion III

Recommend denial as the Board finds that the request is not consistent with the following goals, objectives and policies of the Comprehensive Plan, specifically:

- 01.03.06** Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.
- 01.03.11** Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.
- 01.03.12** The following criteria may be used in evaluating rezoning requests:
 - 1. Density;
 - 2. Design;
 - 3. Distance to similar development;
 - 4. Existing adjoining uses;
 - 5. Proposed adjoining uses;
 - 6. Readiness for redevelopment of surrounding uses; and.
 - 7. Proximity to mass transit.

Objective Local Activity Center

01.15.00 Local Activity Center: Encourage compact development reflecting characteristics which include a mixture of community serving uses such as commercial, office, employment, civic and institutional, recreation and open space and residential, characterized by an efficient infrastructure, close-knit neighborhood and sense of community, preservation of natural systems, promotion of pedestrian circulation and convenient access to mass transit facilities through the establishment of a Local Activity Center land use category.

Policies

01.15.03

Park Land and/or open space that is accessible to the public must be included as a functional component within a Local Activity Center.

01.15.12 The City shall review existing zoning and land development regulations and adopt changes necessary to implement the Local Activity Center land use designation.

STAFF RECOMMENDS ALTERNATIVE MOTION I

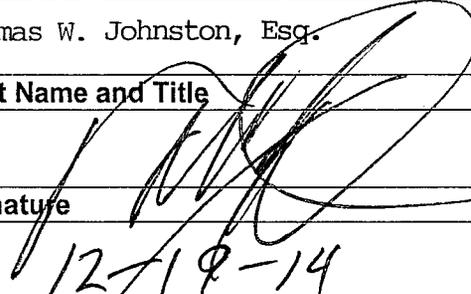
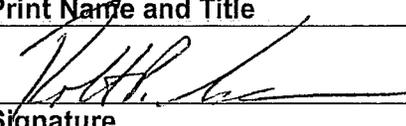


City of Pompano Beach
 Department of Development Services
 Planning & Zoning Division

100 W. Atlantic Blvd Pompano Beach, FL 33060
 Phone: 954.786.4634 Fax: 954.786.4666

Request for Site Specific Rezoning

651 Village Drive		
STREET ADDRESS		
see attached		
Subdivision	Block	Lot
Representative or Agent's interest in property (Owner, Lessee, Etc)	Attorney at law	
Has any previous application(s) been filed?	Yes _____ No <u>X</u>	
If Yes, give date of hearing and finding		

Agent or Representative	Landowner (Owner of Record)
Johnston & Metevia, P.A.	John Knox Village of Florida, Inc.
Business Name (if applicable)	Business Name (if applicable)
Thomas W. Johnston, Esq.	Robert P. Scharmann, President/CEO
Print Name and Title	Print Name and Title
	
Signature	Signature
12-19-14	12-15-14
Date	Date
2335 E. Atlantic Blvd., Suite 301	651 Village Drive
Street Address	Street Address
Pompano Beach, FL 33062	Pompano Beach, FL 33060
Mailing Address City/ State/ Zip	Mailing Address City/ State/ Zip
954-942-6633	954-783-4020
Phone Number	Phone Number
tjwm1@aol.com	rscharmann@jkvfl.com
Email	Email
Indicate your preferred medium to receive agendas and notifications: _____ Mail <u>X</u> E-Mail	Indicate your preferred medium to receive agendas and notifications: _____ Mail <u>X</u> E-Mail



100 W. Atlantic Blvd Pompano Beach, FL 33060
Phone: 954.786.4634 Fax: 954.786.4666

Request for Site Specific Rezoning

OWNER'S CERTIFICATE

This is to certify that I am the owner of the subject lands described in this application and that I have authorized the filing of the aforesaid application for rezoning.

Owner's Name: John Knox Village of Florida, Inc.
(Print or Type)

Address: 651 Village Drive
Pompano Beach, FL 33060
(Zip Code)

Phone: 954-783-4020

Email address: rscharman@jkvfl.com

[Signature]
(Signature of Owner or Authorized Official)

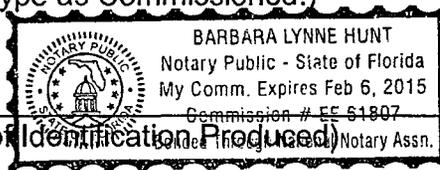
SWORN AND SUBSCRIBED before me this 15 day of December, 2014.

Barbara Lynne Hunt
NOTARY PUBLIC, STATE OF FLORIDA

Barbara Lynne Hunt
(Name of Notary Public: Print, stamp, or Type as Commissioned.)

- Personally know to me, or
- Produced identification:

(Type of Identification Produced)





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

Request for Site Specific Rezoning

**Acknowledgement receipt of the Florida
NPDES Stormwater Permitting Program
for Construction Activity**

I Robert P. Scharmann am the President/CEO of the proposed application for
(Print Name) (Title)

Development approval and authorized to sign on behalf of the owner. I hereby acknowledged that I have been given a copy of the Florida National Pollutant Discharge Elimination System (NPDES) Permitting Program for construction activity.

Signature:


Robert P. Scharmann

Date:

12-15-14

Meeting Date: May 26, 2015

Agenda Item

12

REQUESTED COMMISSION ACTION:

Consent	X	Ordinance	Resolution	Consideration/ Discussion	Presentation
---------	---	-----------	------------	------------------------------	--------------

Short Title: AN ORDINANCE AUTHORIZING THE EXECUTION OF A SECOND
AMENDMENT TO THE AGREEMENT FOR CODE COMPLIANCE
SERVICES BETWEEN THE CITY OF POMPANO BEACH AND
CALVIN, GIORDANO & ASSOCIATES, INC.
(Fiscal impact: \$22,470)

Summary of Purpose and Why:

Calvin, Giordano & Associates, Inc. wish to extend the term of their agreement for an additional five years, ending on October 27, 2020.

- (1) Origin of request for this action: Calvin, Giordano & Associates, Inc.
- (2) Primary staff contact: Greg Harrison, Assistant City Manager *Greg Harrison* EXT 4606
- (3) Expiration of contract, if applicable: 10-27-2020
- (4) Fiscal impact and source of funding: \$22,470 – Account #001-1530-515-31.60

\$1,056,427 – FY15 Budget Adopted + \$90,000 – amended (additional inspector) Total: \$1,146,428
\$1,146,428 – FY15 Revised Budget + \$22,470 – per capital personal income (+1.96%) Total: \$1,168,898
\$1,168,898 – FY16 Budget

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	<u>3/5/15</u>		<i>[Signature]</i>
Finance	<u>5/5/15</u>	<i>Approval</i>	<i>[Signature]</i>
Budget	<u>5-5-15</u>	<i>Approval</i>	<i>[Signature]</i>

[Signature]

X City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance Workshop	Resolution	Consideration
1 st Reading <u>5/12/15</u>	1 st Reading _____	Results: _____
Approved		
2 nd Reading <u>5/26/15</u>	_____	Results: _____

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 CODE COMPLIANCE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CALVIN, GIORDANO & ASSOCIATES, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

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

SECTION 1. That a Second Amendment to the Agreement for Code Compliance Services between the City of Pompano Beach and Calvin, Giordano & Associates, Inc., 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
4/13/15
L:ord/2015-300

SECOND AMENDMENT

THIS IS A SECOND AMENDMENT TO THE AGREEMENT dated the _____ day of _____, 2015, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation, whose address is 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into an Agreement for Code Compliance Services, ("Original Agreement"), on October 28, 2010, approved by City Ordinance No. 2011-7; and

WHEREAS, the parties entered into a First Amendment to the Original Agreement on January 21, 2015, approved by City Resolution No. 2015-16; and

WHEREAS, the parties desire to extend the term for an additional five years, ending October 27, 2020.

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 effective October 28, 2010, and subsequently amended on January 21, 2015, copies of which are attached hereto and made a part hereof as Composite Exhibit "A," shall be extended for an additional five (5) year term, ending October 27, 2020.

3. 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.

4. 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 Second Amendment to Agreement to be duly executed on the day and year first above written.

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:

CALVIN, GIORDANO & ASSOCIATES, INC.
a Florida corporation

[Signature]
Maria Rodriguez
Print Name

By: [Signature]
Chris Giordano
Typed or Printed Name

[Signature]
Jesus Cruz
Print Name

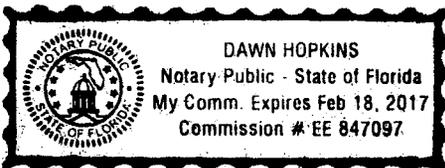
Title: Treasurer
(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5TH day of May, 2015, by CHRIS GIORDANO as _____ of Calvin, Giordano & Associates, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
DAWN HOPKINS
(Name of Acknowledger Typed, Printed or Stamped)
EE 847097
Commission Number



GBL/jrm
4/13/15
l:agr/code compliance/2015-856

EXHIBIT A

ORDINANCE NO. 2011- 7

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 CODE COMPLIANCE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CALVIN, GIORDANO & ASSOCIATES, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

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

SECTION 1. That an Agreement for Code Compliance Services between the City of Pompano Beach and Calvin, Giordano & Associates, Inc., a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 12th day of October, 2010.

PASSED SECOND READING this 26th day of October, 2010.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

/jrm
9/30/10
L:ord/2010-409

AGREEMENT FOR CODE COMPLIANCE SERVICES

BETWEEN

CITY OF POMPANO BEACH

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this 28th day of October, 2010, by and between the CITY and CALVIN, GIORDANO & ASSOCIATES, INC.

WITNESSETH:

WHEREAS, the CITY is in need of providing a high level of professional Code Compliance services for the benefit of the citizenry thereof; and

WHEREAS, the CITY has determined that it would be in the best interest to provide Code Compliance services by contracting with a private service provider to operate the service; and

WHEREAS, CALVIN, GIORDANO & ASSOCIATES, INC. performs Code Compliance services for other cities and has offered to provide said services to the CITY for a reasonable cost; and

WHEREAS, the CITY and CALVIN, GIORDANO & ASSOCIATES, INC. desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned Code Compliance services will be provided.

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

SECTION 1. DEFINITIONS

1.1 **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):

1.1.1 **Agreement.** "Agreement" shall mean this Agreement for Code Compliance services between the CITY and CALVIN, GIORDANO & ASSOCIATES, INC., including all attachments.

1.1.2 **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 agents, affiliates or property may be bound.

1.1.3 CONTRACTOR. "Contractor" shall mean the duly authorized representatives of CALVIN, GIORDANO & ASSOCIATES, INC.

1.1.4 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.

1.1.5 City Manager. "City Manager" shall mean the duly appointed and validly existing City Manager of the CITY, or designee.

1.1.6 Consideration. "Consideration" shall mean the monthly payment by the CITY hereunder in consideration of the services performed by CONTRACTOR, as set forth in this Agreement.

1.1.7 Liens. "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.

1.1.8 Effective Date. "Effective Date" shall mean the date the Agreement is fully executed by both parties.

1.1.9 Term. "Term" shall mean five (5) years commencing on the Effective Date and expiring on the Termination Date and any extensions thereto, unless terminated pursuant to Section 8 herein.

1.1.10 Fiscal Year. "Fiscal Year" shall mean the period between October 1 and the following September 30.

1.1.11 Services. "Services" shall mean the services set forth in Exhibit "A".

1.2 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.

1.3 CROSS REFERENCES. Unless otherwise specified, references in this Agreement to any section are references to such section of this Agreement. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

SECTION 2. 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 or the employees thereof,

shall not in any manner be deemed to be employees of CITY. As such, the CONTRACTOR, subcontractors and employees of the CONTRACTOR shall not be subject to any withholding for tax, social security or other purposes by CITY, nor shall such employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from CITY.

SECTION 3. TERM

This Agreement shall commence on the Effective Date and shall continue thereafter for the Term, unless otherwise amended or terminated as set forth in Section 8.

SECTION 4. SCOPE OF SERVICES

The CONTRACTOR shall perform the following work, in a courteous and professional manner, including the supply of all associated labor necessary for the prompt performance of services in accordance with the Scope of Work as defined on the attached Exhibit "A".

SECTION 5. 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.

SECTION 6. ASSIGNMENT

CONTRACTOR shall not assign all or any portion of this Agreement without the prior written consent of the CITY. Further, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in the insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings.

SECTION 7. SUBCONTRACTORS

Subcontractors, if needed, shall be subject to the prior written approval of the City Manager.

SECTION 8. TERMINATION

This Agreement may be terminated without cause by the CITY upon ninety (90) days written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR will be compensated for services rendered up to and including the date of termination.

SECTION 9. DEFAULT

9.1 DEFAULTS. Any of the following events shall constitute a default and breach of this Agreement:

- a) Failure of CONTRACTOR to perform the Services as required herein at any time during the Term; or
- b) CONTRACTOR has failed to obtain the approval of the CITY where required by this Agreement; or
- c) Failure of the CONTRACTOR to perform any other covenant, condition, agreement or provision contained herein; or
- d) CONTRACTOR files for bankruptcy, is subject to receivership proceedings or is otherwise insolvent.

9.2 REMEDIES. Upon the occurrence and continuance of a Default by the CONTRACTOR, the CITY 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:

- 9.2.1 Terminate and cancel this Agreement; or
- 9.2.2 Withhold payment or performance under this Agreement until such time as such Default is cured; or
- 9.2.3 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; or
- 9.2.4 Seek injunctive relief to enjoin any act of the CONTRACTOR in violation hereof; or
- 9.2.5 Seek specific performance of any covenant or obligation from the CONTRACTOR; or
- 9.2.6 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

SECTION 10. FORCE MAJEURE

10.1 If the performance of any covenant, agreement, obligation or undertaking required hereunder is delayed, hindered or prevented by reason of wars, civil commotions, Acts of God, hurricanes, fires or other casualty, the performance of such covenant, agreement, obligation or undertaking shall not be a Default for the period of such delay, hindrance or prevention, but the Agreement is still subject to termination pursuant to Section 8 of the Agreement.

10.2 In the event the CONTRACTOR claims Force Majeure, the CONTRACTOR will be required to give prompt written notice to the CITY specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of Force Majeure. The CONTRACTOR acknowledges that, as to this Section, time is of the essence.

SECTION 11. CONFLICT OF INTEREST

The CONTRACTOR has read and understands the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. It is the intention of both the CITY and CONTRACTOR that the CONTRACTOR maintains the highest standards of ethics in connection with its duties under this Agreement. Any potential conflicts of interest and the full scope of such conflicts shall be immediately disclosed to the CITY by the CONTRACTOR.

SECTION 12. 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.

SECTION 13. WAIVER

Any waiver of any breach of this Agreement by the CITY shall not be deemed or considered a continuing waiver and shall not operate to bar or prevent the CITY from exercising its rights pursuant to this Agreement or under law for a breach either of the same condition or covenant or otherwise.

SECTION 14. ATTORNEY FEES

In the event of any controversy arising under or relating to this Agreement or any breach thereof, or if as a result of negligence on the part of the CONTRACTOR, the prevailing party shall be entitled to payment for all costs and attorney's fees including to and through appeals.

SECTION 15. INDEMNIFICATION

CONTRACTOR shall at all times indemnify, and hold harmless and defend, the CITY of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees and costs), including but not limited to, any injury to persons or damage to or loss of property caused by CONTRACTOR or its agents, employees or subcontractors, whether such is caused by such person's negligence, gross negligence, willful misconduct, or breach of this Agreement, including, without limitation, such person's actions, in connection with providing the Services, to the extent permitted by applicable law. This covenant shall survive the expiration or earlier termination of this Agreement.

SECTION 16. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, or hand delivered, addressed to the party for whom it is intended. Notice shall be deemed given upon receipt. The parties designate the following as the respective places for giving notice:

FOR CONTRACTOR: Dennis J. Giordano, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Telephone: (954) 921-7791
Facsimile: (954) 921-8807

FOR CITY: Dennis W. Beach, City Manager
City of Pompano Beach
P.O. Drawer 1300
Pompano Beach, FL 33061
Telephone: (954) 786-4601
Facsimile: (954) 786-4504

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 party.

SECTION 17. 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.

SECTION 18. ENTIRE AGREEMENT

This Agreement 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, or modified 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.

SECTION 19. WARRANTIES & REPRESENTATIONS OF CONTRACTOR

19.1 CONTRACTOR warrants to the CITY that CONTRACTOR is a Florida corporation and is in good standing with the State as a valid corporation and that CONTRACTOR possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Broward to perform the work herein described. If CONTRACTOR's licenses are revoked, suspended or otherwise in jeopardy or threatened to be in jeopardy, the CONTRACTOR shall immediately notify the CITY pursuant to this Agreement.

19.2 CONTRACTOR represents that it has the ability, skill and resources to complete its responsibilities as required by this Agreement.

19.3 The execution, delivery, consummation, and performance under this Agreement will not violate or cause the CONTRACTOR to be in default of any provisions of its governing documents or rules and regulations or any other agreement to which the CONTRACTOR is a party

or constitute a default thereunder or cause acceleration of any obligation of CONTRACTOR thereunder.

SECTION 20 PUBLIC RECORDS

20.1 The CONTRACTOR understands that the public shall have access at all reasonable times to all documents and information pertaining to CITY contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the CITY and the public to all documents subject to disclosure under applicable law.

20.2 All records, reports, and documents generated in association with this Agreement shall be and shall remain the property of the CITY and the CITY shall have the full right to retain said records and to access and use said information for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by the CONTRACTOR. All Code Compliance records generated prior to, or outside of this Agreement, shall also remain the property of the CITY, with the same rights as set forth above.

20.3 All fines, and costs collected, and all liens generated as a result of Code Compliance enforcement action taken under this Agreement, both prior to and after this Agreement is effective are, and remain, the sole property of the CITY.

SECTION 21. 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.

SECTION 22. COMPLIANCE WITH LAWS

CONTRACTOR shall fully obey and comply with applicable laws therewith, which are or shall be become applicable to the Services performed under the terms of this Agreement. CONTRACTOR shall conduct its Services under this Agreement in accordance with all State, Federal, County and Municipal laws including but not limited to Chapter 162, F.S., City's Code of Ordinances, and any procedures approved by Resolution or Ordinance by the City Commission.

SECTION 23. JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 24. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

SECTION 25. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that requires acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

“CITY”

Witnesses:

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 AS TO FORM:

[Signature]

GORDON B. LINN, ESQ.
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of October, 2010 by **LAMAR FISHER**, as Mayor; **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Asceletha Hammond
(Name of Acknowledger Typed, Printed, or Stamped)

Commission Number

"CONTRACTOR"

[Signature]
WITNESSES

RONA POLAND
Typed Name of Witness

CALVIN, GIORDANO & ASSOCAITES, INC.

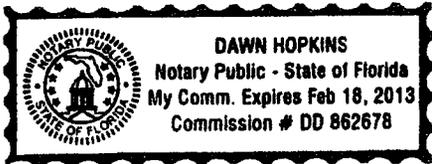
BY [Signature]

Print Name: Dennis Giordano

Title: President

The foregoing instrument was acknowledged before me this 5th day of October, 2010 by Dennis Giordano. (He is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Dawn Hopkins
(Name of Acknowledger Typed, Printed, or Stamped)

DD 862678
Commission Number

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE I CODE COMPLIANCE SERVICES

1.1 Operations

- A. Provide a full time, comprehensive Code Compliance Services program. CONTRACTOR will be responsible for all aspects of the operation. All transition, planning, organizing, communications, administration, staffing, field enforcement, customer service, public education, information technology, and applicable special magistrate functions are wholly included and provided by CONTRACTOR. Code Compliance Services will be operated and administered at the direction of the City Manager, or designee. For purposes of this paragraph "Transition" shall include, continued prosecution by CONTRACTOR of all open Code Compliance Cases existing prior to the effective date of this Agreement.
- B. CONTRACTOR will provide clerical and administrative support for Code Compliance and Special Magistrate, which includes but is not limited to:
 - 1) Coordinate with City Departments and handle cases/files for all matters authorized to be heard before the Special Magistrate including, but not limited to:
 - a. Code Compliance
 - b. Building (Structural, Plumbing, Electrical etc., and Alarm Violations)
 - c. Engineering
 - d. Fire
 - e. Animal Control- Dangerous Dog Appeals
 - f. Commercial Vehicle- Violation Appeals
 - g. Business Tax Receipts
 - h. Water Restrictions
 - i. Telecommunication Fees
 - 2) Attend, set and coordinate Special Magistrate Hearing and Compliance Dates.
 - 3) Develop all Special Magistrate agendas.
 - 4) Post all notices of hearings and meet all notice requirements for public hearings as set forth in Florida Statutes.
 - 5) Keep and maintain record of all orally pronounced orders.
 - 6) Prepare, execute and attest to all necessary orders.
 - 7) Send all hearing notices, including recurring/repeating cases.
 - 8) Assist City Attorney's Office with all foreclosure related inquires.

- 9) Assist City Attorney's Office with requested preparation for hearings before the Special Magistrate, and the trials heard by Judges on code violations prosecuted in the County Court.
- 10) Work with other City Department Inspectors and the City Attorney's Office as part of a "team" to develop and prosecute requested specific cases that have additional violations (Building Code, Fire Code, etc.) before the Special Magistrate or in the County Court.
- 11) Implement Nuisance Abatement responsibilities under the provisions contained in the City's Code of Ordinances.
- 12) Respond to all requested depositions as ordered.
- 13) Process lien payments.
- 14) Handle all file and records retention, archiving, and purging matters, in accordance with the requirements for records retention set forth in Florida Statutes.
- 15) Recording and removing liens.

C. Public meetings with the City Commission, neighborhood organizations, community businesses, etc. will be staffed and provided on an ongoing basis, to be understood as a standard agreed upon frequency and level not to be exceeded without further consideration, by the CONTRACTOR. This function is delivered as a priority by the CONTRACTOR to ensure the appropriate representation of the CITY, education of the public, and enhancement of service delivery.

D. Compliance philosophy, priorities, and community standards will be established by the CITY and actively implemented by the CONTRACTOR, tailored to the CITY's discretion.

E. All administrative, field enforcement, and special magistrate/prosecution functions will be automated electronically by CONTRACTOR; utilizing CONTRACTOR's own developed operating software "INKFORCE". All compliance officers and operations will be supported utilizing ruggedized laptops with real time online data, printers in the vehicles, and electronic signature to increase efficiencies and time in the field. All start up, data entry, and ongoing support will be conducted by the CONTRACTOR.

1) On or before October 1st annually, or upon termination of this Agreement should same occur prior to the aforementioned date, CONTRACTOR shall transfer and provide to CITY any and all Code Compliance operational and financial data, including all violation information and photographs for all violation cases from the preceding year, from Inkforce to a disk or other media that can be read and stored on the CITY's computers in Microsoft Word, Excel or other similarly viewable format approved by CITY.

2) CONTRACTOR shall maintain and utilize CITY's NAVALINE system for cases already open when it initiates Code Compliance Services under this Agreement, unless it instead opts to transfer all open case information to their INKFORCE system with prior notice of same to the CITY.

- F. Customer Service will be addressed, instilled and trained as an ongoing high priority to ensure that the public interest is served at a high level to gain compliance, with citizens treated with respect and professionalism.
- G. Training and Professional Development will be conducted on an ongoing basis to provide the highest level of service possible to the CITY and its citizens. Moreover, CONTRACTOR recognizes the Mayor and City Commission will amend its Code of Ordinances to modify or enact additional regulations and the CONTRACTOR will 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 the CONTRACTOR.
- H. All Code Compliance Services staff provided by CONTRACTOR will work cooperatively with and in support of all other related City staff and functions to create both a smooth transition initially, and a long term success moving forward, and will coordinate its enforcement efforts with applicable City departments when necessary.
- I. The CONTRACTOR will be responsible for writing revisions to existing Ordinances and creating new Ordinances to improve the overall appearance of the City, to address concerns raised by the public, to aide in the operation of the Services, or to provide new guidelines.
- J. All Code Compliance Services staff will consult with the City Attorney's Office designated personnel on Code Compliance cases involving parties represented by legal counsel, and also with regard to other legal matters as required.

1.2 Personnel

The CONTRACTOR will provide the following resources for Code Compliance:

- A. Vice President, Governmental Services - Contract Administration.
- B. Director of Code Compliance - Project Management.
- C. One (1) full-time equivalent Code Enforcement Supervisor with the overall responsibility for administrating all Code Compliance Services.
- D. CONTRACTOR shall provide the Code Compliance Inspectors necessary to meet its responsibilities under this Agreement and will at the minimum, provide seven (7) full-time equivalent field Code Compliance Inspector's, each assigned to a geographic service area, that will address the resolution of a wide variety of violations, cases, and enforcement actions to gain compliance with the City's Code of Ordinances, the Florida Building Code, and other applicable local jurisdiction code issues.

- E. Two (2) full-time equivalent Administrative Assistants, one of which who is designated as the Supervisor of the administrative support staff, both of which provide the necessary processing of orders and other required paperwork, communications, scheduling, recordkeeping, and case management to facilitate operations.
- F. All Code Compliance Inspectors utilized under this agreement shall have obtained at a minimum Level-I Certification from the Florida Association of Code Enforcement prior to commencing the Code Compliance Services described herein. Thereafter, all Code Compliance Inspectors shall be required to additionally obtain Level II Certification within one year from commencement of duties in the City.
- G. All Code Compliance Supervisors utilized under this Agreement Shall have obtained at a minimum a Level-II Certification from the Florida Association of Code Enforcement prior to commencing the Code Compliance Services described herein. Thereafter, all Code Compliance Supervisors shall be required to obtain a Level III Certification within one year from commencement of duties in the City.
- H. Should the certification levels prescribed in Sections F and G above be modified or eliminated, the Inspectors and Supervisors will be required to take and pass the courses covering the equivalent subject matter.
- I. It will be the CONTRACTOR's sole responsibility to employ, manage, and compensate fully, all staff members required under this Agreement. All personnel actions will also be conducted solely by the CONTRACTOR, and will be carried out as necessary to ensure the successful implementation of all Code Compliance Services under this Agreement. However, the CITY does retain the right and ability to disapprove the assignment of personnel to perform services for the CITY, on a case by case basis. This right includes both new hires and existing employees of the CONTRACTOR, who may at times be assigned to the CITY. If requested by the CITY, the CONTRACTOR will change personnel assigned to this service contract to the satisfaction of the CITY.
- J. Unless otherwise specified office supplies, materials, uniforms, badges, etc. shall be provided by the CONTRACTOR.

1.3 Hours of Operation

CONTRACTOR shall at the minimum, provide Code Compliance services and maintain business hours of forty hours per week per full-time equivalent, Monday through Saturday. Said days of operation may be modified to accommodate services as may be required with written consent from the CITY.

**ARTICLE 2
CITY RESOURCES**

- 2.1 All Code Compliance services and full time staff will be provided and based on site in the City operating out of City Hall, or other appropriate sites as deemed necessary by the CITY, which includes existing operating infrastructure such as utilities, phones, etc., to ensure a strong local presence in the community.
- 2.2 City stationary and postage for business correspondence to be provided by the CITY.
- 2.3 The Special Magistrate will be provided by the CITY.
- 2.4 During the Term of this Agreement the CITY will provide eight (8) small pick-up trucks at no cost to the CONTRACTOR
- 2.4.1 The trucks will be provided to the CONTRACTOR and will only be used for Code Compliance services described herein.
- 2.4.2 The trucks will remain within the municipal boundaries of the City at all times.
- a) CONTRACTOR will provide, at CONTRACTOR's expense, the necessary equipment to track the whereabouts of all code compliance trucks to ensure compliance with Article 2.4.2
- 2.4.3 All vehicle maintenance and repairs will be the responsibility of the CONTRACTOR. CONTRACTOR shall maintain the pick-up trucks in accordance with manufacturer's standards, and all requirements under Federal and State law.
- 2.4.4 CONTRACTOR will be responsible for purchasing and maintaining all required vehicle insurance.
- 2.4.5 CONTRACTOR will be permitted at no cost to fuel the Code Compliance pick-up trucks at the City's fuel station located at 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060.
- a) CONTRACTOR shall follow and comply with CITY internal controls associated with fuel usage.
- 2.4.6 CONTRACTOR shall supply any additional vehicles to provide back-up service in the event that one or more vehicles are out of service.
- 2.4.7 Pick-up trucks will be replaced by the CITY every five (5) years or 50,000 miles, whichever occurs first.

- 2.5 Upon the expiration or termination of the Agreement, whichever occurs earlier, all Code Compliance trucks will be returned to the CITY free and clear of all liens. The returned trucks will be in good working condition, reasonable wear and tear excepted.
- 2.6 Revenue collections associated with the services provided in this Agreement will be conducted by the CITY. Moreover, all revenues associated with Code Compliance and Special Magistrate will be retained by the CITY.
- 2.7 CONTRACTOR 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.

ARTICLE 3 REPORTS

- 3.1 CONTRACTOR shall be required to provide monthly performance reports to the City Manager. The information will include but not be limited to:
 - a) Number of new Code Compliance cases opened.
 - b) Number of new Code Compliance cases opened as a result of a complaint.
 - c) Number of prior Code Compliance cases still open from prior month.
 - d) Number of Inspections
 - e) Number of Re-inspections
 - f) Number of Code Compliances cases closed
 - g) Number of Code Compliance cases resolved before the Special Magistrate
 - h) Revenue collected
 - i) Revenue outstanding (uncollected).
 - j) Staffing Roster – weekly hours worked per full-time equivalent.

Additional reports will be requested by the CITY as necessary.

- 3.2 CONTRACTOR shall be required to submit an annual report to the CITY by or before November 30th of each year. The report will cover the previous fiscal year and will summarize productivity measures reported on a monthly basis. The report will also provide measureable performance goals to be achieved for the following year, special projects to be implemented and any other additional information requested by the CITY.

ARTICLE 4 AUDITING

The CITY may at reasonable times, and for a period up to three (3) years following the date of final performance of services by CONTRACTOR under this Agreement, audit, or cause to be audited, those books and records of CONTRACTOR that are related to the CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its principle place of business for a period of three (3) years after final payment is made under this Agreement.

**ARTICLE 5
CONSIDERATION**

- 5.1 CITY shall pay CONTRACTOR in consideration for the services described herein an annual sum of \$958,780 which shall be paid on a monthly basis.
- 5.2 The consideration paid under Article 5.1 will be annually adjusted to the change in Per Capita Personal Income as reported by the Florida Department of Revenue on Form DR 420.
- 5.2.1 If the change in Per Capita Personal Income is less than 0.00%, the Consideration to be paid for the following Fiscal Year will not increase.
- 5.2.2 If the change in Per Capita Personal Income is more than 5.00%, the consideration to be paid for the following Fiscal Year will increase 5%, but no more.
- 5.2.3 It is further agreed to that at the conclusion of year two (2) of the Agreement, if no increase in the consideration has resulted, or if the consideration has been increased by 5% for two years in a row, then the following years remaining on the Term will cause the annual consideration to be adjusted by the change in Per Capita Personal Income with a minimum of not less than two percent (2%) to a maximum of four percent (4%).

**ARTICLE 6
DRUG FREE WORKPLACE**

CONTRACTOR shall maintain a Drug Free Workplace.

**ARTICLE 7
HIRING OF CONTRACTOR EMPLOYEES**

CITY and CONTRACTOR agree that the CITY will not hire any CONTRACTOR employee for a period of at least 180 days after termination of employment by the CONTRACTOR. This provision may only be waived by prior written authorization of the CONTRACTOR.

EXHIBIT "B"
INSURANCE REQUIREMENTS

CONTRACTOR shall not commence the Work under this Contract until it has obtained all insurance required under this Article and such insurance has been approved by the City of Pompano Beach's Risk Manager, nor shall CONTRACTOR allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CONTRACTOR 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; Real and Personal Property; Excess Liability and Professional Liability Insurance with minimum coverage amounts acceptable to the City as set forth below. Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. The policies of insurance shall be primary and written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.

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. A Certificate of Insurance, reflecting evidence of the required insurance, shall be filed with the City of Pompano Beach's 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.

In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, CONTRACTOR shall furnish, at least thirty (30) 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. CONTRACTOR shall not continue to perform the Work pursuant to this Contract unless all required insurance remains in full force and effect.

CONTRACTOR shall specifically protect the City by naming the City as an additional insured on the Comprehensive General Liability Insurance policies hereinafter described.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). 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 and for any and all volunteers involved in the program.

2. 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 OCCURRENCE/AGGREGATE	
* Policy to be written on a claims incurred basis			
XX comprehensive form			
XX premises - operations	bodily injury		
XX explosion & collapse hazard	property damage		
XX underground hazard			
XX products/completed operations hazard	bodily injury and property damage		
XX contractual insurance	combined		
XX broad form property damage			
XX independent contractors			
XX personal injury	personal injury		
AUTOMOBILE LIABILITY		MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE	
	bodily injury (each person)		
	bodily injury (each accident)		
XX comprehensive form	property damage		
XX owned	bodily injury and property damage		
XX hired	combined		
XX non-owned			
REAL & PERSONAL PROPERTY			
___ comprehensive form coverage	CONTRACTOR	must show proof that it has this	
EXCESS LIABILITY			
___ umbrella form	bodily injury and property damage		
___ other than umbrella	combined	\$2,000,000	\$2,000,000
___ PROFESSIONAL LIABILITY		\$5,000,000	\$5,000,000
* Policy to be written on a claims made basis			

CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for payment of all deductibles to which such policies are subject, whether or not the City is an insured under the policy.

CONTRACTOR shall provide the City's Risk Manager the certification or proof of insurance of all insurance policies required under this Agreement within thirty (30) days after execution of this Agreement. The City's Risk Manager reserves the right at any time to review coverage, form and amount of insurance and also require a certified copy of such policies upon request.

No change(s) to the coverage required under this Agreement shall be made without prior written approval of the City's Risk Manager. All endorsements and certificates shall state that prior to expiration or cancellation of any and all policies required under this Agreement, the City's Risk Manager shall be given thirty (30) days notice by certified mail, return receipt requested to 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

Notice of Accident (occurrence) and Notice of Claims associated with the work being performed under this Agreement, shall be provided to the CONTRACTOR insurance company and the City's Risk Manager as soon as practical after notice to the insured.



October 21, 2010

Dennis Beach
City Manager
City of Pompano Beach
100 West Atlantic Boulevard, Fourth Floor
Pompano Beach, Fl 33060

Subject: Calvin, Giordano & Associates Code Compliance Contract

Dear Mr. Beach:

Please accept this correspondence as a follow up and response to some of the discussion which took place at the Pompano Beach City Commission meeting of October 12th, 2010 regarding CGA's Code Compliance contract. Some questions and issues were raised which related to the contract language, as well as others which related to process and operations. CGA made certain commitments at the meeting, on the public record, which we are happy to restate and reinforce in writing to include in our Scope of Services and responsibilities under the contract. Additionally, we have also included some pertinent issues and questions which we believe deserve consideration under current circumstances.

Contract Language

1. **Hours of Operation** - CGA's Code Compliance hours of operation serving the City of Pompano Beach will be 7am to 8pm, Monday through Saturday.
2. **Marine Patrols** – CGA will provide marine patrols in the waterways of the City of Pompano beach to make observations of property conditions, sea turtles, and related service needs as required by the City.
3. **Emergency Response** – One of CGA's core services provided is Emergency Management, which we provide to other local governments in the form of planning, mitigation, response, debris monitoring, FEMA processes, etc. CGA's Code Compliance staff will be dedicated solely and full time to the City of Pompano during regular working conditions, and in response to emergency incidents that occur for damage assessment, debris monitoring, community assistance, etc.

Engineering
Construction Engineering
& Inspection
Municipal Engineering
Transportation Planning
& Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture
& Environmental Services
Construction Services
Indoor Air Quality
Data Technologies
& Development
Emergency Management
Services
Building Code Services
Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

All of the above described services are included in the existing Scope of Services of CGA's proposed contract and base contract fee already provided, the discussed services do not involve any additional services or fees. The above contract issues and language may be amended in CGA's agreement to the City's satisfaction.

Issues

1. **Numbers of Cases Counted** - The standard method in the industry for calculating the number of cases is the same for both CGA and BSO, one active case per property/owner, no matter how many violations per property/owner may occur. One case may have several notices of violation active and cited at the same time; it still counts only as one case, no confusion on the data.
2. **Data Sources** – The data reported concerning BSO's performance was BSO's own reported data to the City, public record. CGA's data on performance is CGA's data reported, is also a matter of public record, and was provided in the City's RFP response. BSO did not respond to the open competitive RFP, and modification of data after the fact should not be appropriate.
3. **BSO Code Compliance Services** - Open, public contract negotiations between the City and BSO clearly communicated the intent on the City's part not to continue Code Compliance Services with BSO, Section 7.5 of the existing contract between the City and BSO clearly anticipates this and provides for a 90 day notice for termination of BSO Code Compliance Services with no impact on the remainder of the contract. In fact, in the early part of 2010 when contract negotiations between the City and BSO were commencing, the Sheriff directly communicated to the City and CGA his interest not to pursue Code Compliance Services; indicating that it was not a core service of BSO, could not compete with CGA, and that his cost structure could not match CGA.

Questions

1. How does any interested Code Compliance Service provider, especially one who elected not to express an interest nor participate in the City's open, competitive RFP process; have the standing to attempt to renegotiate terms after the fact once all others data is public record, and after sealed bids are opened? Certainly, it is not afforded to nor appropriate for the other RFP respondents who did express interest and participate.

2. How can a service provider to the City, BSO is this case for 10 consecutive years with Code Compliance, publically provide as justification for its unsatisfactory performance that they did not receive enough direction; nor know what the City wanted? Certainly a service provider to the City, who is hired to be the subject matter expert, should recognize such a concern during the first year of performance, provide guidance and recommendations to the City, and facilitate the necessary modifications to achieve success. This is certainly part of CGA's philosophy and approach, another distinction from BSO, and part of CGA's commitment to the City.

Thank you again for this opportunity to improve the level of service to the City of Pompano Beach. Would you please distribute this correspondence to the Mayor and City Commissioners in advance of the October 26th City Commission Meeting. If you require any additional information or discussion please contact me at 954-921-7781.

Sincerely,



Dennis Giordano

President

Calvin, Giordano & Associates, Inc.

cc: Dennis Mele, Attorney

Orig. 76

**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 AGREEMENT FOR CODE COMPLIANCE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CALVIN, GIORDANO & ASSOCIATES, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

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

SECTION 1. That a First Amendment to the Agreement for Code Compliance Services between the City of Pompano Beach and Calvin, Giordano & Associates, Inc., 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.

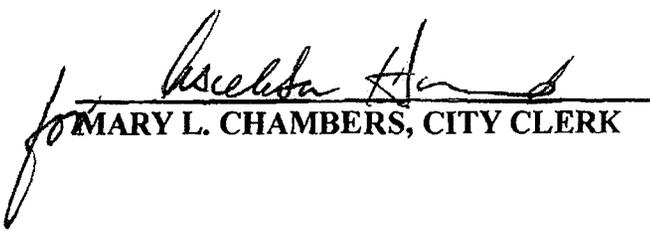
PASSED FIRST READING this 9th day of December, 2014.

PASSED SECOND READING this 13th day of January, 2015.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

/jrm
10/16/14
L:ord/2015-46

FIRST AMENDMENT



THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated the 21st day of January, 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

CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation, whose address is 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into an Agreement for Code Compliance Services, ("Original Agreement"), a copy of which is attached hereto and made a part hereof, and approved by City Ordinance No. 2011-7; and

WHEREAS, the parties now desire to amend certain terms and conditions of the Original Agreement to include an additional inspector position and to increase the consideration.

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 1.2, (D), Article I, Code Compliance Services, of Exhibit "A" to the Original Agreement is hereby amended as follows:

1.2 Personnel

The CONTRACTOR will provide the following resources for Code Compliance:

A. Vice President, Governmental Services – Contract Administration.

...

B. CONTRACTOR shall provide the Code Compliance Inspectors necessary to meet its responsibilities under this Agreement and will at the minimum, provide ~~seven (7)~~ eight (8) full-time equivalent field Code Compliance Inspectors, each assigned to a geographic service area, that will address the resolution of a wide variety of violations, cases, and enforcement actions to gain compliance with the City's Code of Ordinances, the Florida Building Code, and other applicable local jurisdiction code issues.

...

4. Paragraph 5.1, Article 5, Consideration, of Exhibit "A" to the Original Agreement is hereby amended as follows:

5.1 CITY shall pay CONTRACTOR in consideration for the services described herein an annual sum of ~~\$958,780~~ \$1,146,428, which shall be paid on a monthly basis.

...

5. 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.

6. 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 First Amendment to Agreement to be duly executed on the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Sally J. Fisher

By: Lamar Fisher
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: Dennis W. Beach
DENNIS W. BEACH, CITY MANAGER

Attest:

Mary L. Chambers
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

Gordon B. Linn
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of January, 2015, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

Krystal Aaron
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:

CALVIN, GIORDANO & ASSOCIATES, INC.
a Florida corporation

Jacqueline Chavez
Print Name

By: [Signature]

Chris Giordano
Typed or Printed Name

George R. Keller, Jr
Print Name

Title: Treasurer
(SEAL)

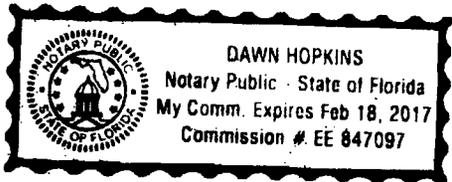
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of DECEMBER, 2014, by CHRIS GIORDANO as TREASURER of Calvin, Giordano & Associates, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ of identification) as identification.

NOTARY'S SEAL:

Dawn Hopkins
NOTARY PUBLIC, STATE OF FLORIDA



Dawn Hopkins
(Name of Acknowledger Typed, Printed or Stamped)

EE 847097
Commission Number

GBL/jrm
10/15/14
l:agr/code compliance/2015-105

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 CODE COMPLIANCE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CALVIN, GIORDANO & ASSOCIATES, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

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

SECTION 1. That an Agreement for Code Compliance Services between the City of Pompano Beach and Calvin, Giordano & Associates, Inc., a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 12th day of October, 2010.

PASSED SECOND READING this 26th day of October, 2010.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

/jrm
9/30/10
L:ord/2010-409

AGREEMENT FOR CODE COMPLIANCE SERVICES

BETWEEN

CITY OF POMPANO BEACH

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this 28th day of October, 2010, by and between the CITY and CALVIN, GIORDANO & ASSOCIATES, INC.

WITNESSETH:

WHEREAS, the CITY is in need of providing a high level of professional Code Compliance services for the benefit of the citizenry thereof; and

WHEREAS, the CITY has determined that it would be in the best interest to provide Code Compliance services by contracting with a private service provider to operate the service; and

WHEREAS, CALVIN, GIORDANO & ASSOCIATES, INC. performs Code Compliance services for other cities and has offered to provide said services to the CITY for a reasonable cost; and

WHEREAS, the CITY and CALVIN, GIORDANO & ASSOCIATES, INC. desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned Code Compliance services will be provided.

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

SECTION 1. DEFINITIONS

1.1 **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):

1.1.1 **Agreement.** "Agreement" shall mean this Agreement for Code Compliance services between the CITY and CALVIN, GIORDANO & ASSOCIATES, INC., including all attachments.

1.1.2 **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 agents, affiliates or property may be bound.

1.1.3 CONTRACTOR. "Contractor" shall mean the duly authorized representatives of CALVIN, GIORDANO & ASSOCIATES, INC.

1.1.4 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.

1.1.5 City Manager. "City Manager" shall mean the duly appointed and validly existing City Manager of the CITY, or designee.

1.1.6 Consideration. "Consideration" shall mean the monthly payment by the CITY hereunder in consideration of the services performed by CONTRACTOR, as set forth in this Agreement.

1.1.7 Liens. "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.

1.1.8 Effective Date. "Effective Date" shall mean the date the Agreement is fully executed by both parties.

1.1.9 Term. "Term" shall mean five (5) years commencing on the Effective Date and expiring on the Termination Date and any extensions thereto, unless terminated pursuant to Section 8 herein.

1.1.10 Fiscal Year. "Fiscal Year" shall mean the period between October 1 and the following September 30.

1.1.11 Services. "Services" shall mean the services set forth in Exhibit "A".

1.2 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.

1.3 CROSS REFERENCES. Unless otherwise specified, references in this Agreement to any section are references to such section of this Agreement. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

SECTION 2. 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 or the employees thereof,

shall not in any manner be deemed to be employees of CITY. As such, the CONTRACTOR, subcontractors and employees of the CONTRACTOR shall not be subject to any withholding for tax, social security or other purposes by CITY, nor shall such employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from CITY.

SECTION 3. TERM

This Agreement shall commence on the Effective Date and shall continue thereafter for the Term, unless otherwise amended or terminated as set forth in Section 8.

SECTION 4. SCOPE OF SERVICES

The CONTRACTOR shall perform the following work, in a courteous and professional manner, including the supply of all associated labor necessary for the prompt performance of services in accordance with the Scope of Work as defined on the attached Exhibit "A".

SECTION 5. 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.

SECTION 6. ASSIGNMENT

CONTRACTOR shall not assign all or any portion of this Agreement without the prior written consent of the CITY. Further, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in the insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings.

SECTION 7. SUBCONTRACTORS

Subcontractors, if needed, shall be subject to the prior written approval of the City Manager.

SECTION 8. TERMINATION

This Agreement may be terminated without cause by the CITY upon ninety (90) days written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR will be compensated for services rendered up to and including the date of termination.

SECTION 9. DEFAULT

9.1 **DEFAULTS.** Any of the following events shall constitute a default and breach of this Agreement:

- a) Failure of CONTRACTOR to perform the Services as required herein at any time during the Term; or
- b) CONTRACTOR has failed to obtain the approval of the CITY where required by this Agreement; or
- c) Failure of the CONTRACTOR to perform any other covenant, condition, agreement or provision contained herein; or
- d) CONTRACTOR files for bankruptcy, is subject to receivership proceedings or is otherwise insolvent.

9.2 REMEDIES. Upon the occurrence and continuance of a Default by the CONTRACTOR, the CITY 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:

- 9.2.1 Terminate and cancel this Agreement; or
- 9.2.2 Withhold payment or performance under this Agreement until such time as such Default is cured; or
- 9.2.3 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; or
- 9.2.4 Seek injunctive relief to enjoin any act of the CONTRACTOR in violation hereof; or
- 9.2.5 Seek specific performance of any covenant or obligation from the CONTRACTOR; or
- 9.2.6 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

SECTION 10. FORCE MAJEURE

10.1 If the performance of any covenant, agreement, obligation or undertaking required hereunder is delayed, hindered or prevented by reason of wars, civil commotions, Acts of God, hurricanes, fires or other casualty, the performance of such covenant, agreement, obligation or undertaking shall not be a Default for the period of such delay, hindrance or prevention, but the Agreement is still subject to termination pursuant to Section 8 of the Agreement.

10.2 In the event the CONTRACTOR claims Force Majeure, the CONTRACTOR will be required to give prompt written notice to the CITY specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of Force Majeure. The CONTRACTOR acknowledges that, as to this Section, time is of the essence.

SECTION 11. CONFLICT OF INTEREST

The CONTRACTOR has read and understands the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. It is the intention of both the CITY and CONTRACTOR that the CONTRACTOR maintains the highest standards of ethics in connection with its duties under this Agreement. Any potential conflicts of interest and the full scope of such conflicts shall be immediately disclosed to the CITY by the CONTRACTOR.

SECTION 12. 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.

SECTION 13. WAIVER

Any waiver of any breach of this Agreement by the CITY shall not be deemed or considered a continuing waiver and shall not operate to bar or prevent the CITY from exercising its rights pursuant to this Agreement or under law for a breach either of the same condition or covenant or otherwise.

SECTION 14. ATTORNEY FEES

In the event of any controversy arising under or relating to this Agreement or any breach thereof, or if as a result of negligence on the part of the CONTRACTOR, the prevailing party shall be entitled to payment for all costs and attorney's fees including to and through appeals.

SECTION 15. INDEMNIFICATION

CONTRACTOR shall at all times indemnify, and hold harmless and defend, the CITY of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees and costs), including but not limited to, any injury to persons or damage to or loss of property caused by CONTRACTOR or its agents, employees or subcontractors, whether such is caused by such person's negligence, gross negligence, willful misconduct, or breach of this Agreement, including, without limitation, such person's actions, in connection with providing the Services, to the extent permitted by applicable law. This covenant shall survive the expiration or earlier termination of this Agreement.

SECTION 16. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, or hand delivered, addressed to the party for whom it is intended. Notice shall be deemed given upon receipt. The parties designate the following as the respective places for giving notice:

FOR CONTRACTOR: Dennis J. Giordano, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Telephone: (954) 921-7791
Facsimile: (954) 921-8807

FOR CITY: Dennis W. Beach, City Manager
City of Pompano Beach
P.O. Drawer 1300
Pompano Beach, FL 33061
Telephone: (954) 786-4601
Facsimile: (954) 786-4504

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 party.

SECTION 17. 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.

SECTION 18. ENTIRE AGREEMENT

This Agreement 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, or modified 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.

SECTION 19. WARRANTIES & REPRESENTATIONS OF CONTRACTOR

19.1 CONTRACTOR warrants to the CITY that CONTRACTOR is a Florida corporation and is in good standing with the State as a valid corporation and that CONTRACTOR possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Broward to perform the work herein described. If CONTRACTOR's licenses are revoked, suspended or otherwise in jeopardy or threatened to be in jeopardy, the CONTRACTOR shall immediately notify the CITY pursuant to this Agreement.

19.2 CONTRACTOR represents that it has the ability, skill and resources to complete its responsibilities as required by this Agreement.

19.3 The execution, delivery, consummation, and performance under this Agreement will not violate or cause the CONTRACTOR to be in default of any provisions of its governing documents or rules and regulations or any other agreement to which the CONTRACTOR is a party

or constitute a default thereunder or cause acceleration of any obligation of CONTRACTOR thereunder.

SECTION 20 PUBLIC RECORDS

20.1 The CONTRACTOR understands that the public shall have access at all reasonable times to all documents and information pertaining to CITY contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the CITY and the public to all documents subject to disclosure under applicable law.

20.2 All records, reports, and documents generated in association with this Agreement shall be and shall remain the property of the CITY and the CITY shall have the full right to retain said records and to access and use said information for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by the CONTRACTOR. All Code Compliance records generated prior to, or outside of this Agreement, shall also remain the property of the CITY, with the same rights as set forth above.

20.3 All fines, and costs collected, and all liens generated as a result of Code Compliance enforcement action taken under this Agreement, both prior to and after this Agreement is effective are, and remain, the sole property of the CITY.

SECTION 21. 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.

SECTION 22. COMPLIANCE WITH LAWS

CONTRACTOR shall fully obey and comply with applicable laws therewith, which are or shall become applicable to the Services performed under the terms of this Agreement. CONTRACTOR shall conduct its Services under this Agreement in accordance with all State, Federal, County and Municipal laws including but not limited to Chapter 162, F.S., City's Code of Ordinances, and any procedures approved by Resolution or Ordinance by the City Commission.

SECTION 23. JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 24. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

SECTION 25. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that requires acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

"CITY"

Witnesses:

Christine Wodka

BY: [Signature]
LAMAR FISHER, MAYOR

Shelby J. Bartholomew

BY: [Signature]
DENNIS W. BEACH,
CITY MANAGER

Attest:

[Signature]
MARY L. CHAMBERS, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

[Signature]

GORDON B. LINN, ESQ.
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of October, 2010 by **LAMAR FISHER**, as Mayor; **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Asceletha Hammond
(Name of Acknowledger Typed, Printed, or Stamped)

Commission Number

"CONTRACTOR"

CALVIN, GIORDANO & ASSOCAITES, INC.

BY [Signature]

Print Name: Dennis Giordano

Title: President

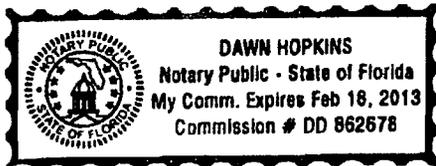
[Signature]

WITNESSES

RONA ROLAND
Typed Name of Witness

The foregoing instrument was acknowledged before me this 5th day of October, 2010 by Dennis Giordano He is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Dawn Hopkins
(Name of Acknowledger Typed, Printed, or Stamped)

DD 862678
Commission Number

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE I CODE COMPLIANCE SERVICES

1.1 Operations

- A. Provide a full time, comprehensive Code Compliance Services program. CONTRACTOR will be responsible for all aspects of the operation. All transition, planning, organizing, communications, administration, staffing, field enforcement, customer service, public education, information technology, and applicable special magistrate functions are wholly included and provided by CONTRACTOR. Code Compliance Services will be operated and administered at the direction of the City Manager, or designee. For purposes of this paragraph "Transition" shall include, continued prosecution by CONTRACTOR of all open Code Compliance Cases existing prior to the effective date of this Agreement.
- B. CONTRACTOR will provide clerical and administrative support for Code Compliance and Special Magistrate, which includes but is not limited to:
 - 1) Coordinate with City Departments and handle cases/files for all matters authorized to be heard before the Special Magistrate including, but not limited to:
 - a. Code Compliance
 - b. Building (Structural, Plumbing, Electrical etc., and Alarm Violations)
 - c. Engineering
 - d. Fire
 - e. Animal Control- Dangerous Dog Appeals
 - f. Commercial Vehicle- Violation Appeals
 - g. Business Tax Receipts
 - h. Water Restrictions
 - i. Telecommunication Fees
 - 2) Attend, set and coordinate Special Magistrate Hearing and Compliance Dates.
 - 3) Develop all Special Magistrate agendas.
 - 4) Post all notices of hearings and meet all notice requirements for public hearings as set forth in Florida Statutes.
 - 5) Keep and maintain record of all orally pronounced orders.
 - 6) Prepare, execute and attest to all necessary orders.
 - 7) Send all hearing notices, including recurring/repeating cases.
 - 8) Assist City Attorney's Office with all foreclosure related inquires.

- 9) Assist City Attorney's Office with requested preparation for hearings before the Special Magistrate, and the trials heard by Judges on code violations prosecuted in the County Court.
 - 10) Work with other City Department Inspectors and the City Attorney's Office as part of a "team" to develop and prosecute requested specific cases that have additional violations (Building Code, Fire Code, etc.) before the Special Magistrate or in the County Court.
 - 11) Implement Nuisance Abatement responsibilities under the provisions contained in the City's Code of Ordinances.
 - 12) Respond to all requested depositions as ordered.
 - 13) Process lien payments.
 - 14) Handle all file and records retention, archiving, and purging matters, in accordance with the requirements for records retention set forth in Florida Statutes.
 - 15) Recording and removing liens.
- C. Public meetings with the City Commission, neighborhood organizations, community businesses, etc. will be staffed and provided on an ongoing basis, to be understood as a standard agreed upon frequency and level not to be exceeded without further consideration, by the CONTRACTOR. This function is delivered as a priority by the CONTRACTOR to ensure the appropriate representation of the CITY, education of the public, and enhancement of service delivery.
- D. Compliance philosophy, priorities, and community standards will be established by the CITY and actively implemented by the CONTRACTOR, tailored to the CITY's discretion.
- E. All administrative, field enforcement, and special magistrate/prosecution functions will be automated electronically by CONTRACTOR; utilizing CONTRACTOR's own developed operating software "INKFORCE". All compliance officers and operations will be supported utilizing ruggedized laptops with real time online data, printers in the vehicles, and electronic signature to increase efficiencies and time in the field. All start up, data entry, and ongoing support will be conducted by the CONTRACTOR.
- 1) On or before October 1st annually, or upon termination of this Agreement should same occur prior to the aforementioned date, CONTRACTOR shall transfer and provide to CITY any and all Code Compliance operational and financial data, including all violation information and photographs for all violation cases from the preceding year, from Inkforce to a disk or other media that can be read and stored on the CITY's computers in Microsoft Word, Excel or other similarly viewable format approved by CITY.
 - 2) CONTRACTOR shall maintain and utilize CITY's NAVALINE system for cases already open when it initiates Code Compliance Services under this Agreement, unless it instead opts to transfer all open case information to their INKFORCE system with prior notice of same to the CITY.

- F. Customer Service will be addressed, instilled and trained as an ongoing high priority to ensure that the public interest is served at a high level to gain compliance, with citizens treated with respect and professionalism.
- G. Training and Professional Development will be conducted on an ongoing basis to provide the highest level of service possible to the CITY and its citizens. Moreover, CONTRACTOR recognizes the Mayor and City Commission will amend its Code of Ordinances to modify or enact additional regulations and the CONTRACTOR will 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 the CONTRACTOR.
- H. All Code Compliance Services staff provided by CONTRACTOR will work cooperatively with and in support of all other related City staff and functions to create both a smooth transition initially, and a long term success moving forward, and will coordinate its enforcement efforts with applicable City departments when necessary.
- I. The CONTRACTOR will be responsible for writing revisions to existing Ordinances and creating new Ordinances to improve the overall appearance of the City, to address concerns raised by the public, to aide in the operation of the Services, or to provide new guidelines.
- J. All Code Compliance Services staff will consult with the City Attorney's Office designated personnel on Code Compliance cases involving parties represented by legal counsel, and also with regard to other legal matters as required.

1.2 Personnel

The CONTRACTOR will provide the following resources for Code Compliance:

- A. Vice President, Governmental Services - Contract Administration.
- B. Director of Code Compliance - Project Management.
- C. One (1) full-time equivalent Code Enforcement Supervisor with the overall responsibility for administrating all Code Compliance Services.
- D. CONTRACTOR shall provide the Code Compliance Inspectors necessary to meet its responsibilities under this Agreement and will at the minimum, provide seven (7) full-time equivalent field Code Compliance Inspector's, each assigned to a geographic service area, that will address the resolution of a wide variety of violations, cases, and enforcement actions to gain compliance with the City's Code of Ordinances, the Florida Building Code, and other applicable local jurisdiction code issues.

- E. Two (2) full-time equivalent Administrative Assistants, one of which who is designated as the Supervisor of the administrative support staff, both of which provide the necessary processing of orders and other required paperwork, communications, scheduling, recordkeeping, and case management to facilitate operations.
- F. All Code Compliance Inspectors utilized under this agreement shall have obtained at a minimum Level-I Certification from the Florida Association of Code Enforcement prior to commencing the Code Compliance Services described herein. Thereafter, all Code Compliance Inspectors shall be required to additionally obtain Level II Certification within one year from commencement of duties in the City.
- G. All Code Compliance Supervisors utilized under this Agreement Shall have obtained at a minimum a Level-II Certification from the Florida Association of Code Enforcement prior to commencing the Code Compliance Services described herein. Thereafter, all Code Compliance Supervisors shall be required to obtain a Level III Certification within one year from commencement of duties in the City.
- H. Should the certification levels prescribed in Sections F and G above be modified or eliminated, the Inspectors and Supervisors will be required to take and pass the courses covering the equivalent subject matter.
- I. It will be the CONTRACTOR's sole responsibility to employ, manage, and compensate fully, all staff members required under this Agreement. All personnel actions will also be conducted solely by the CONTRACTOR, and will be carried out as necessary to ensure the successful implementation of all Code Compliance Services under this Agreement. However, the CITY does retain the right and ability to disapprove the assignment of personnel to perform services for the CITY, on a case by case basis. This right includes both new hires and existing employees of the CONTRACTOR, who may at times be assigned to the CITY. If requested by the CITY, the CONTRACTOR will change personnel assigned to this service contract to the satisfaction of the CITY.
- J. Unless otherwise specified office supplies, materials, uniforms, badges, etc. shall be provided by the CONTRACTOR.

1.3 Hours of Operation

CONTRACTOR shall at the minimum, provide Code Compliance services and maintain business hours of forty hours per week per full-time equivalent, Monday through Saturday. Said days of operation may be modified to accommodate services as may be required with written consent from the CITY.

**ARTICLE 2
CITY RESOURCES**

- 2.1 All Code Compliance services and full time staff will be provided and based on site in the City operating out of City Hall, or other appropriate sites as deemed necessary by the CITY, which includes existing operating infrastructure such as utilities, phones, etc., to ensure a strong local presence in the community.
- 2.2 City stationary and postage for business correspondence to be provided by the CITY.
- 2.3 The Special Magistrate will be provided by the CITY.
- 2.4 During the Term of this Agreement the CITY will provide eight (8) small pick-up trucks at no cost to the CONTRACTOR
 - 2.4.1 The trucks will be provided to the CONTRACTOR and will only be used for Code Compliance services described herein.
 - 2.4.2 The trucks will remain within the municipal boundaries of the City at all times.
 - a) CONTRACTOR will provide, at CONTRACTOR's expense, the necessary equipment to track the whereabouts of all code compliance trucks to ensure compliance with Article 2.4.2
 - 2.4.3 All vehicle maintenance and repairs will be the responsibility of the CONTRACTOR. CONTRACTOR shall maintain the pick-up trucks in accordance with manufacturer's standards, and all requirements under Federal and State law.
 - 2.4.4 CONTRACTOR will be responsible for purchasing and maintaining all required vehicle insurance.
 - 2.4.5 CONTRACTOR will be permitted at no cost to fuel the Code Compliance pick-up trucks at the City's fuel station located at 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060.
 - a) CONTRACTOR shall follow and comply with CITY internal controls associated with fuel usage.
 - 2.4.6 CONTRACTOR shall supply any additional vehicles to provide back-up service in the event that one or more vehicles are out of service.
 - 2.4.7 Pick-up trucks will be replaced by the CITY every five (5) years or 50,000 miles, whichever occurs first.

- 2.5 Upon the expiration or termination of the Agreement, whichever occurs earlier, all Code Compliance trucks will be returned to the CITY free and clear of all liens. The returned trucks will be in good working condition, reasonable wear and tear excepted.
- 2.6 Revenue collections associated with the services provided in this Agreement will be conducted by the CITY. Moreover, all revenues associated with Code Compliance and Special Magistrate will be retained by the CITY.
- 2.7 CONTRACTOR 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.

ARTICLE 3 REPORTS

- 3.1 CONTRACTOR shall be required to provide monthly performance reports to the City Manager. The information will include but not be limited to:
- a) Number of new Code Compliance cases opened.
 - b) Number of new Code Compliance cases opened as a result of a complaint.
 - c) Number of prior Code Compliance cases still open from prior month.
 - d) Number of Inspections
 - e) Number of Re-inspections
 - f) Number of Code Compliances cases closed
 - g) Number of Code Compliance cases resolved before the Special Magistrate
 - h) Revenue collected
 - i) Revenue outstanding (uncollected).
 - j) Staffing Roster – weekly hours worked per full-time equivalent.

Additional reports will be requested by the CITY as necessary.

- 3.2 CONTRACTOR shall be required to submit an annual report to the CITY by or before November 30th of each year. The report will cover the previous fiscal year and will summarize productivity measures reported on a monthly basis. The report will also provide measureable performance goals to be achieved for the following year, special projects to be implemented and any other additional information requested by the CITY.

ARTICLE 4 AUDITING

The CITY may at reasonable times, and for a period up to three (3) years following the date of final performance of services by CONTRACTOR under this Agreement, audit, or cause to be audited, those books and records of CONTRACTOR that are related to the CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its principle place of business for a period of three (3) years after final payment is made under this Agreement.

**ARTICLE 5
CONSIDERATION**

- 5.1 CITY shall pay CONTRACTOR in consideration for the services described herein an annual sum of \$958,780 which shall be paid on a monthly basis.
- 5.2 The consideration paid under Article 5.1 will be annually adjusted to the change in Per Capita Personal Income as reported by the Florida Department of Revenue on Form DR 420.
- 5.2.1 If the change in Per Capita Personal Income is less than 0.00%, the Consideration to be paid for the following Fiscal Year will not increase.
- 5.2.2 If the change in Per Capita Personal Income is more than 5.00%, the consideration to be paid for the following Fiscal Year will increase 5%, but no more.
- 5.2.3 It is further agreed to that at the conclusion of year two (2) of the Agreement, if no increase in the consideration has resulted, or if the consideration has been increased by 5% for two years in a row, then the following years remaining on the Term will cause the annual consideration to be adjusted by the change in Per Capita Personal Income with a minimum of not less than two percent (2%) to a maximum of four percent (4%).

**ARTICLE 6
DRUG FREE WORKPLACE**

CONTRACTOR shall maintain a Drug Free Workplace.

**ARTICLE 7
HIRING OF CONTRACTOR EMPLOYEES**

CITY and CONTRACTOR agree that the CITY will not hire any CONTRACTOR employee for a period of at least 180 days after termination of employment by the CONTRACTOR. This provision may only be waived by prior written authorization of the CONTRACTOR.

EXHIBIT "B"
INSURANCE REQUIREMENTS

CONTRACTOR shall not commence the Work under this Contract until it has obtained all insurance required under this Article and such insurance has been approved by the City of Pompano Beach's Risk Manager, nor shall CONTRACTOR allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CONTRACTOR 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; Real and Personal Property; Excess Liability and Professional Liability Insurance with minimum coverage amounts acceptable to the City as set forth below. Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. The policies of insurance shall be primary and written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.

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. A Certificate of Insurance, reflecting evidence of the required insurance, shall be filed with the City of Pompano Beach's 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.

In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, CONTRACTOR shall furnish, at least thirty (30) 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. CONTRACTOR shall not continue to perform the Work pursuant to this Contract unless all required insurance remains in full force and effect.

CONTRACTOR shall specifically protect the City by naming the City as an additional insured on the Comprehensive General Liability Insurance policies hereinafter described.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). 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 and for any and all volunteers involved in the program.

2. 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 OCCURRENCE/AGGREGATE	
* Policy to be written on a claims incurred basis			
XX comprehensive form			
XX premises - operations	bodily injury		
XX explosion & collapse hazard	property damage		
XX underground hazard			
XX products/completed operations hazard	bodily injury and property damage		
XX contractual insurance	property damage		
XX broad form property damage	combined		
XX independent contractors			
XX personal injury	personal injury		

AUTOMOBILE LIABILITY		MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE	
	bodily injury (each person)		
	bodily injury (each accident)		
XX comprehensive form	<u>property damage</u>		
XX owned	<u>property damage</u>		
XX hired	bodily injury and property damage		
XX non-owned	combined		

REAL & PERSONAL PROPERTY			
___ comprehensive form coverage	CONTRACTOR must show proof that it has this		

EXCESS LIABILITY			
___ umbrella form	bodily injury and property damage		
___ other than umbrella	combined	\$2,000,000	\$2,000,000

___ PROFESSIONAL LIABILITY		\$5,000,000	\$5,000,000
* Policy to be written on a claims made basis			

CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for payment of all deductibles to which such policies are subject, whether or not the City is an insured under the policy.

CONTRACTOR shall provide the City's Risk Manager the certification or proof of insurance of all insurance policies required under this Agreement within thirty (30) days after execution of this Agreement. The City's Risk Manager reserves the right at any time to review coverage, form and amount of insurance and also require a certified copy of such policies upon request.

No change(s) to the coverage required under this Agreement shall be made without prior written approval of the City's Risk Manager. All endorsements and certificates shall state that prior to expiration or cancellation of any and all policies required under this Agreement, the City's Risk Manager shall be given thirty (30) days notice by certified mail, return receipt requested to 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

Notice of Accident (occurrence) and Notice of Claims associated with the work being performed under this Agreement, shall be provided to the CONTRACTOR insurance company and the City's Risk Manager as soon as practical after notice to the insured.



October 21, 2010

Dennis Beach
City Manager
City of Pompano Beach
100 West Atlantic Boulevard, Fourth Floor
Pompano Beach, Fl 33060

Subject: Calvin, Giordano & Associates Code Compliance Contract

Dear Mr. Beach:

Please accept this correspondence as a follow up and response to some of the discussion which took place at the Pompano Beach City Commission meeting of October 12th, 2010 regarding CGA's Code Compliance contract. Some questions and issues were raised which related to the contract language, as well as others which related to process and operations. CGA made certain commitments at the meeting, on the public record, which we are happy to restate and reinforce in writing to include in our Scope of Services and responsibilities under the contract. Additionally, we have also included some pertinent issues and questions which we believe deserve consideration under current circumstances.

Contract Language

1. **Hours of Operation** - CGA's Code Compliance hours of operation serving the City of Pompano Beach will be 7am to 8pm, Monday through Saturday.
2. **Marine Patrols** – CGA will provide marine patrols in the waterways of the City of Pompano beach to make observations of property conditions, sea turtles, and related service needs as required by the City.
3. **Emergency Response** – One of CGA's core services provided is Emergency Management, which we provide to other local governments in the form of planning, mitigation, response, debris monitoring, FEMA processes, etc. CGA's Code Compliance staff will be dedicated solely and full time to the City of Pompano during regular working conditions, and in response to emergency incidents that occur for damage assessment, debris monitoring, community assistance, etc.

Engineering
 Construction Engineering & Inspection
 Municipal Engineering
 Transportation Planning & Traffic Engineering
 Surveying & Mapping
 Planning
 Landscape Architecture & Environmental Services
 Construction Services
 Indoor Air Quality
 Data Technologies & Development
 Emergency Management Services
 Building Code Services
 Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

All of the above described services are included in the existing Scope of Services of CGA's proposed contract and base contract fee already provided, the discussed services do not involve any additional services or fees. The above contract issues and language may be amended in CGA's agreement to the City's satisfaction.

Issues

1. **Numbers of Cases Counted** - The standard method in the industry for calculating the number of cases is the same for both CGA and BSO, one active case per property/owner, no matter how many violations per property/owner may occur. One case may have several notices of violation active and cited at the same time; it still counts only as one case, no confusion on the data.
2. **Data Sources** - The data reported concerning BSO's performance was BSO's own reported data to the City, public record. CGA's data on performance is CGA's data reported, is also a matter of public record, and was provided in the City's RFP response. BSO did not respond to the open competitive RFP, and modification of data after the fact should not be appropriate.
3. **BSO Code Compliance Services** - Open, public contract negotiations between the City and BSO clearly communicated the intent on the City's part not to continue Code Compliance Services with BSO, Section 7.5 of the existing contract between the City and BSO clearly anticipates this and provides for a 90 day notice for termination of BSO Code Compliance Services with no impact on the remainder of the contract. In fact, in the early part of 2010 when contract negotiations between the City and BSO were commencing, the Sheriff directly communicated to the City and CGA his interest not to pursue Code Compliance Services; indicating that it was not a core service of BSO, could not compete with CGA, and that his cost structure could not match CGA.

Questions

1. How does any interested Code Compliance Service provider, especially one who elected not to express an interest nor participate in the City's open, competitive RFP process; have the standing to attempt to renegotiate terms after the fact once all others data is public record, and after sealed bids are opened? Certainly, it is not afforded to nor appropriate for the other RFP respondents who did express interest and participate.

2. How can a service provider to the City, BSO is this case for 10 consecutive years with Code Compliance, publically provide as justification for its unsatisfactory performance that they did not receive enough direction; nor know what the City wanted? Certainly a service provider to the City, who is hired to be the subject matter expert, should recognize such a concern during the first year of performance, provide guidance and recommendations to the City, and facilitate the necessary modifications to achieve success. This is certainly part of CGA's philosophy and approach, another distinction from BSO, and part of CGA's commitment to the City.

Thank you again for this opportunity to improve the level of service to the City of Pompano Beach. Would you please distribute this correspondence to the Mayor and City Commissioners in advance of the October 26th City Commission Meeting. If you require any additional information or discussion please contact me at 954-921-7781.

Sincerely,



Dennis Giordano

President

Calvin, Giordano & Associates, Inc.

cc: Dennis Mele, Attorney



MAXIMUM MILLAGE LEVY CALCULATION FINAL DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM
R. 5/11
Rule 12DER11-10
Florida Administrative Code
Eff. 05/11

Year : 2011	County :		
Principal Authority :	Taxing Authority :		
1. Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	(1)
IF YES, STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2. Current year rolled-back rate from Current Year Form DR-420, Line 16		per \$1,000	(2)
3. Prior year maximum millage rate with a majority vote from 2010 Form DR-420MM, Line 13		per \$1,000	(3)
4. Prior year operating millage rate from Current Year Form DR-420, Line 10		per \$1,000	(4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5. Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$		(5)
6. Prior year maximum ad valorem proceeds with majority vote <i>(Line 3 multiplied by Line 5 divided by 1,000)</i>	\$		(6)
7. Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$		(7)
8. Adjusted prior year ad valorem proceeds with majority vote <i>(Line 6 minus Line 7)</i>	\$		(8)
9. Adjusted current year taxable value from Current Year form DR-420 Line 15	\$		(9)
10. Adjusted current year rolled-back rate <i>(Line 8 divided by Line 9, multiplied by 1,000)</i>		per \$1,000	(10)
Calculate maximum millage levy			
11. Rolled-back rate to be used for maximum millage levy calculation <i>(Enter Line 10 if adjusted or else enter Line 2)</i>		per \$1,000	(11)
12. Change in per capita Florida personal income <i>(See Line 12 Instructions)</i>		1.0055	(12)
13. Majority vote maximum millage rate allowed <i>(Line 11 multiplied by Line 12)</i>		per \$1,000	(13)
14. Two-thirds vote maximum millage rate allowed <i>(Multiply Line 13 by 1.10)</i>		per \$1,000	(14)
15. Current year adopted millage rate		per \$1,000	(15)
16. Minimum vote required to levy proposed millage: (Check one) (16)			
<input type="checkbox"/> a. Majority vote of the governing body: Check here, if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. <i>Enter Line 13 on Line 17.</i>			
<input type="checkbox"/> b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. <i>Enter Line 15 on Line 17.</i>			
<input type="checkbox"/> c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. <i>Enter Line 15 on Line 17.</i>			
<input type="checkbox"/> d. Referendum: The maximum millage rate is equal to the proposed rate. <i>Enter Line 15 on Line 17.</i>			
17. The selection on Line 16 allows a maximum millage rate of <i>(Enter rate indicated by choice on Line 16)</i>		per \$1,000	(17)
18. Current year gross taxable value from Current Year Form DR-420, Line 4	\$		(18)

Taxing Authority :		DR-420MM R. 5/11 Page 2	
19.	Current year adopted taxes (Line 15 multiplied by Line 18, divided by 1,000)	\$	(19)
20.	Total taxes levied at the maximum millage rate (Line 17 multiplied by Line 18, divided by 1,000)	\$	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs			STOP HERE. SIGN AND SUBMIT.
21.	Enter the current year adopted taxes of all dependent special districts & MSTUs levying a millage. (The sum of all Lines 19 from each district's Form DR-420MM)	\$	(21)
22.	Total current year adopted taxes (Line 19 plus Line 21)	\$	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage (The sum of all Lines 20 from each district's Form DR-420MM)	\$	(23)
24.	Total taxes at maximum millage rate (Line 20 plus line 23)	\$	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year adopted taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	<input type="checkbox"/> YES <input type="checkbox"/> NO	(25)
S I G N H E R E	Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :		Date :
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

Complete and submit this form to the Department of Revenue with the completed DR-487, Certification of Compliance, within 30 days of the final hearing.



CERTIFICATE OF LIABILITY INSURANCE

CALVI-2

OP ID: KR

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 Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Stephen E. Patton, AAI	CONTACT NAME: PHONE (A/C, No, Ext): 954-776-2222		FAX (A/C, No): 954-776-4446
	E-MAIL ADDRESS:		
INSURED Calvin, Giordano & Associates, Inc. Attn: Dennis Giordano 1800 Eller Drive #600 Ft. Lauderdale, FL 33316	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Casualty Ins. Co		29424
	INSURER B: American Guar & Liab Ins Co		26247
	INSURER C: Twin City Fire Ins. Co.		29459
	INSURER D: Hartford Fire Insurance Co.		19682
	INSURER E: Landmark American Ins. Co.		33138
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

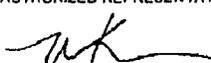
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			21UUNLK3645	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/PROP AGG	\$ 2,000,000
								\$
D	AUTOMOBILE LIABILITY			21UENJB7000	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT)	\$
								\$
B	UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	AUC594612806	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			21WBNO3209	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Professional Liab			LHR746782	08/27/2014	08/27/2015	Per Claim	2,000,000
	Retention: \$200,000						RETRO DATE 8/27/1959	Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Certificate holder is listed as additional insured as respects general liability if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

POMPABC City of Pompano Beach 100 W. Atlantic Blvd Pompano Beach, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Meeting Date: May 26, 2015

Agenda Item 13

REQUESTED COMMISSION ACTION:

 Consent X Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: An ordinance providing a telecommunications and related services agreement between the City of Pompano Beach and WindStream Communications, Inc.
(Fiscal impact: \$70,000 per year for 5 years, totaling \$350,000 of currently budgeted funding)

Summary of Purpose and Why:

This is a renewal of our previous service agreement for voice and internet services with WindStream. It will provide for the same pricing as previously contracted. With this agreement we will purchase extra PRI and Fiber lines to make our phone system more redundant. This is necessary for the continued operation of the City's phone system that is used by all City Departments. This is a budgeted expense in the Information Technologies Department to support existing operations.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: staff
- (2) Primary staff contact: Gene Zamoski, Information Technologies Director Ext. 4537
- (3) Expiration of contract, if applicable: 6/30/2015
- (4) Fiscal impact and source of funding: Yearly expenditure of approximately \$70,000 for 5 years, totaling \$350,000 of currently budgeted funding. (502-5210-594-4310)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Budget	<u>5/6/15</u>	<u>Approved</u>	<u>[Signature]</u>
City Attorney	<u>3/6/15</u>		<u>[Signature]</u>
IT Department	<u>4/29/2015</u>	<u>Approved</u>	<u>[Signature]</u>
Finance	<u>5/6/15</u>	<u>Approved</u>	<u>[Signature]</u>
<u>X</u> City Manager	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>

ACTION TAKEN BY COMMISSION:

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

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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND WINDSTREAM COMMUNICATIONS, INC. FOR TELECOMMUNICATION AND RELATED SERVICES; 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 Windstream Communication, Inc. for telecommunication and related 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
4/27/15
L:ord/2015-316

WINDSTREAM SERVICE TERMS AND CONDITIONS

These terms and conditions apply to the provision of all telecommunications and related services ("Services") by Windstream¹ ("Windstream") to Customer under the proposal to which these terms and conditions are a part. These terms and conditions and Customer's proposal/sales order, and any service specific schedules form the agreement ("Agreement"). The Services will be offered in each area to the Customer by the Windstream affiliated entity authorized to provide the Services in the applicable jurisdiction.

1. Term and Renewal. This Agreement is effective on the date identified on the proposal ("Effective Date") and will continue for the term set forth in the proposal from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement (the "Term"). Upon expiration of the Term, **this Agreement will automatically renew for successive one-year terms**, (each, a "Renewal Term") until terminated or cancelled pursuant to its terms. In the event a Customer provides written notice of its intent not to renew but does not terminate Services hereunder, Windstream shall have the option of continuing to provide such Services on a month-to-month basis, priced at Windstream's then current monthly rates.

2. Charges for Services; Billing and Payment. Customer is responsible for paying all charges that apply to the Services ordered on a proposal or used on a per-use basis by Customer, including items such as features, installation, labor, repair, long distance, and directory or operator assistance as specified on the proposal or set forth in Windstream's Price Lists or Tariffs. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future and regardless of whether such charges are identified in the Agreement. Windstream will bill Customer monthly for the Service, and all bills are due and payable upon receipt. Payment will be considered late if not paid within thirty (30) days from the date of invoice. All amounts payable by Customer shall be made without setoff or counterclaim and without deduction. Billing at a location will begin upon the earlier of (i) the installation date (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) thirty (30) days after delivery of the applicable facility and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); however, Windstream may choose to bill in full monthly increments with no proration for partial service periods when Service either starts or ends in the middle of a billing cycle. In certain service areas, paper bills are available only upon request and for a monthly charge and billing for usage will round up to the next cent. If Customer authorizes payment by credit or debit card, then Windstream will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. **WINDSTREAM RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCs") ON AT LEAST THIRTY (30) DAYS' NOTICE AND OTHER RATES AT ANY TIME.**

3. Service Outage Credits. For Windstream's business-grade local and long distance voice telecommunications services, T1 and higher facility network Internet access and private networking services, Customer will receive a credit of 1/30th of the MRC for that month for each day that Customer has a Service Outage, defined below. Only the Service affected by the Service Outage will be eligible for a credit. Credit is based upon the length of time Customer is without Service. Credits in any single month cannot exceed the MRCs for Service that was affected by a Service Outage in that month. For purposes of this Agreement, a "Service Outage" is defined as the complete inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; or (iii) send or receive data across a Windstream supported private network. In the event Customer rents equipment from Windstream, such equipment shall not be considered "Services" for purposes of service credits under this Agreement.

4. Disputes. To dispute a bill, Customer must do so in good faith and deliver to Windstream in writing the specific basis for such dispute within sixty (60) days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived.

5. Partial Payments; Late Payments. Windstream may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Windstream has to either collect the full payments from Customer. Customer is responsible for paying all costs and fees Windstream incurs as a result of collecting Customer's unpaid charges. If Windstream does not receive full payment when due or does not receive payment in immediately available funds, Windstream will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law.

6. Credits and Deposits. Customer authorizes Windstream to ask credit-reporting agencies for Customer's credit information. Windstream may require Customer to submit an initial security deposit and/or advance payment and an additional deposit and/or advance payment if Customer increases Services or Customer's credit rating changes. The deposit will be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Windstream at its discretion may apply the deposit to any amount due and unpaid by Customer.

7. Services Location; Moves. Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Windstream's network. Customer shall provide Windstream with the correct address to obtain Services, because Windstream relies on such information to determine which taxes, fees, surcharges and assessments apply to the Services. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Windstream if Customer's address changes, in which case Windstream may either (a) terminate the affected Services, or (b) allow Customer to provide sixty (60) days' advance notice to Windstream to move Services to a new location and pay any applicable installation charges. Customer will enter into a new agreement for such new location, or Windstream will apply the liquidated damages set forth in Section 15 for the terminated location. Charges, including reasonable administrative costs and fees incurred by Windstream may apply as a result of Customer's move, in addition to a change in MRCs.

¹Windstream is defined for purposes of this Agreement to mean Windstream Communications, Inc. or such authorized Windstream affiliated entity providing Services to Customer as identified on Customer's bill.

8. Windstream-Provided and Owned Equipment. Any equipment installed by Windstream on Customer's premises that is not the subject of a sale to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Windstream. Equipment shall remain in good condition, less normal wear and tear. Windstream shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Windstream for the cost of any necessary repairs. Customer shall provide Windstream reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Windstream does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if Windstream requests Customer return the equipment and Customer does not return the equipment to Windstream within thirty (30) days of termination, Customer shall reimburse Windstream for the full purchase price of the equipment as well as any attorney's fees and costs. Customer shall pack and ship the equipment in such a way so as to limit and/or avoid damage to the equipment. In the event the equipment is damaged in shipping, Customer shall be responsible for the cost to replace the equipment.

9. Disconnection of Current Provider; Special Construction; Third Party Charges. Customer is solely responsible for disconnecting Services with its current service provider. Windstream is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Windstream or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Windstream specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Windstream shall have no responsibility for maintenance or repair of same.

10. Third Party Software . As part of the Services, Customer may be allowed to use certain software and related documentation developed and owned by Windstream's third-party software licensors (collectively, the "Software"). This Software is neither sold nor distributed to Customer and Customer may use it solely as part of the Services and for no other purpose. Customer may not and agrees not to: (i) transfer such Software outside the Services or to any other person or entity; (ii) make copies of the Software, either through a virtual snapshot of the server containing the Software or otherwise; or (iii) transfer the Software outside of Windstream's infrastructure and/or premises. Further, Customer agrees to provide Windstream with evidence that its use of the Software is in compliance with the Agreement and/or third-party software licensor's terms from time to time during the Term as requested by Windstream. If Customer fails to provide such evidence when requested, or is otherwise not in compliance with the Agreement and/or third-party software licensor's terms, Windstream may, at its sole option suspend or terminate the Services that include the Software. For the avoidance of doubt, Windstream's Software licensors are not responsible for providing any support in connection with the Services or the Software.

11. Google. IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH WINDSTREAM, CUSTOMER WILL BE REQUIRED TO COMPLETE A CLICK-THROUGH AGREEMENT FOR THE GOOGLE LICENSE POSTED AT

http://www.windstream.com/legal/Google_Apps_Premier_Edition_License.pdf **PRIOR TO USING THE RELEVANT SERVICES.** Windstream may cancel Google Services at any time on thirty (30) days' notice and, at Windstream's option, may either terminate such Google Services altogether or move Customer to a similar platform. In the event that Windstream or Customer terminates the Google Services or downgrades or cancels Google Services, Customer is solely responsible for downloading all of its information to its computer within thirty (30) days.

12. Government Funding Customer must notify Windstream of all restrictions, requirements and reporting obligations to which Windstream could become subject pursuant to any government program before Windstream provisions Services to Customer. Customer will not use such funds, including stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without Windstream's prior written consent regarding any specifically applicable terms. If Customer fails to provide such prior written notice to Windstream of government funding or if Windstream does not consent to the use of such funding, then Windstream has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Windstream. If Customer requests government funds for payment of Services under this Agreement and such funding request is denied, Customer shall remain responsible for one-hundred percent (100%) of the cost of Services.

13. Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution. THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE WEB-POSTED PRICE LISTS OR TERMS AND CONDITIONS (EITHER "PRICE LISTS") POSTED AT <http://windstream.com/documents/detariffedservices.pdf>; **(III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT** <http://www2.windstream.net/customersupport/usersguide/accept/accept.html> **AND THE "PRIVACY POLICY" POSTED AT** <http://www.windstream.com/privacy.aspx>; **AND (IV) IF CUSTOMER IS OBTAINING CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), CUSTOMER WILL BE REQUIRED TO CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES (CLICK-THROUGHS) PRIOR TO ACCESSING SUCH SERVICE, WHICH SHALL BE DEEMED PART OF THIS AGREEMENT.** This Agreement, the documents incorporated by reference and any addendums entered between the parties constitute the parties' entire Agreement. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Windstream employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Windstream also may execute this Agreement via a verifiable electronic signature. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Windstream also may execute this Agreement via a verifiable electronic signature.

14. Termination. Either party may terminate this Agreement by providing at least thirty (30) days' notice prior to the end of the initial Term or a Renewal Term, or if the other party is in breach of any material provision of this Agreement and such other party fails to cure within thirty (30) days after written notice. Notwithstanding, unless prohibited by law, in the event of nonpayment, the breaching party shall have ten (10) days to cure after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. In the event Customer rents equipment from Windstream and Customer terminates network Services pursuant to this section, Customer shall remain obligated to fulfill the remainder of the applicable equipment schedule term. Windstream may limit, interrupt or terminate Services immediately if: (a) after any required notice, Customer has not paid for Services; or (b) Customer uses the Services in an adverse manner that affects Windstream's network or other customers; or (c) Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or while the Services are under Customer's control; or (d) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (e) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (f) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider. In addition to the termination rights of Windstream set forth above, if Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services (including, but not limited to, circumstances in which Windstream is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location or Customer is terminating large volumes of calls to areas in which the cost to terminate such calls is high, when ten percent (10%) or more of Customer's calls are six (6) seconds or less, and/or when more than forty percent (40%) of call attempts are uncompleted per trunk group and DS0/DS0 equivalent), Windstream may: (v) charge long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers; (w) charge an additional price per minute in Windstream's discretion for each call that violates this provision; (x) restrict or cancel use or convert customer to another plan; (y) require customer to pay for the excessive use immediately and make a deposit; and/or (z) void any applicable price guarantee. Windstream may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. For Ethernet Internet Access services and MPLS - Virtual Private Network/Virtual LAN Services, Windstream shall verify the availability of facilities, and in the event that Windstream determines in its sole discretion that facilities are not economically or technically feasible, Windstream has the right to terminate this Agreement without liability.

15. Effect of Termination.

a. **Pre-Installation-** If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Windstream a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if Windstream's costs to other providers are greater than this amount, Customer shall also reimburse Windstream for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Windstream to prepare for installation. The Cancellation Charge set forth in this Section 15(a) is in lieu of the charges set forth in 15(b) below for post-installation cancellations.

b. **Post-Installation-** CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR RENEWAL TERM. AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, OR AS A RESULT OF WINDSTREAM'S TERMINATION FOR CUSTOMER'S BREACH, CUSTOMER SHALL PAY TO WINDSTREAM AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MRCs APPLICABLE TO THE TERMINATED SERVICES MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY WINDSTREAM, INCLUDING BUT NOT LIMITED TO ACTUAL EXPENSES INCURRED BY WINDSTREAM TO INITIATE OR TERMINATE THE SERVICES, THIRD PARTY COSTS, USE OF LIMITED NETWORK RESOURCES, INSTALLATION CHARGES WAIVED AND ANY DISCOUNTS OR CREDITS GRANTED. If Customer's proposal includes Monthly Minimum Charges or Fees ("MMCs" or "MMFs") and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below the MMC or MMF for that location, Customer will pay the MMC or MMF every month in lieu of the Liquidated Damages set forth above. If Customer's proposal does not include MMCs or MMFs and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below fifty percent (50%) of its original contracted rate for that location, Customer will pay fifty percent (50%) of the MRCs every month in lieu of the Liquidated Damages set forth above. Additionally, if Customer received a bundled rate for the disconnected Service(s), then Customer's charges may be adjusted by Windstream to the unbundled service rates.

16. Limitation of Liability. FOR PURPOSES OF THIS SECTION, AND THE FOLLOWING SECTIONS DESCRIBING INDEMNITY, DISCLAIMER OF WARRANTIES, AND EMERGENCY. CRITICAL LINES SECTIONS, "WINDSTREAM" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WINDSTREAM RESELLS SERVICES.

A. WINDSTREAM'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED THE LESSER OF: (I) CUSTOMER'S MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS, OR (II) CUSTOMER'S MRCs MULTIPLIED BY SIX (6). IF CUSTOMER'S SERVICE IS INTERRUPTED, WINDSTREAM'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WINDSTREAM'S LIABILITY AS PROVIDED HEREIN. UNDER NO CIRCUMSTANCES WILL WINDSTREAM BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO SERVICE INTERRUPTIONS) DUE TO CAUSES BEYOND WINDSTREAM'S REASONABLE CONTROL. WINDSTREAM IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED FOR SUCH LOSS, MISUSE, OR THEFT OF SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN WINDSTREAM NOTIFIES CUSTOMER OF INCREASED USAGE.

B. ENTRY ONTO WINDSTREAM'S PREMISES IS AT CUSTOMER'S OWN RISK, AND WINDSTREAM ASSUMES NO LIABILITY WHATSOEVER FOR ANY HARM ARISING FROM ANY CAUSE OTHER THAN WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PERSONAL INJURY TO CUSTOMER DURING SUCH VISIT. WINDSTREAM IS NOT RESPONSIBLE IF EQUIPMENT IS LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL LOSS INCURRED FOR MISUSE, MISHANDLING OR PROVISIONING OF CUSTOMER EQUIPMENT INCOMPATIBLE WITH THE SERVICES, CHANGES MADE TO THE SERVICES BY CUSTOMER OR A THIRD PARTY NOT AUTHORIZED TO MAKE CHANGES, OR BY WINDSTREAM AT THE DIRECTION OF CUSTOMER. IN NO EVENT SHALL WINDSTREAM BE RESPONSIBLE FOR ANY THIRD-PARTY EQUIPMENT, INCLUDING ANY DAMAGES THAT MAY ARISE AS A RESULT OF DEFECTS OR ISSUES RELATED TO THE THIRD-PARTY EQUIPMENT. TO THE EXTENT WINDSTREAM IS LIABLE FOR DAMAGE TO, OR LOSS OF, CUSTOMER EQUIPMENT, SUCH LIABILITY WILL BE LIMITED TO THE THEN-CURRENT BOOK VALUE OF THE DAMAGED EQUIPMENT. EACH PARTY IS RESPONSIBLE FOR INSURING THE EQUIPMENT AND PROPERTY IT OWNS WITH COVERAGE CONSISTENT WITH INDUSTRY STANDARDS.

17. Indemnity. EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. FURTHER, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS WINDSTREAM FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH (I) ANY FAILURE BY CUSTOMER OR CUSTOMER'S END USERS TO COMPLY WITH WINDSTREAM'S ACCEPTABLE USE POLICY OR APPLICABLE LAW, OR (II) CLAIMS OF OWNERSHIP OR SUPERIOR RIGHTS TO CUSTOMER EQUIPMENT OR OTHER INTELLECTUAL PROPERTY BY A THIRD PARTY.

18. Force Majeure. Windstream shall be excused from, and shall have no liability, including service credits, with respect to, any delay or failure to perform hereunder caused by any event beyond its reasonable control, including but not limited to, (i) cable cuts or common carrier delays; (ii) actions, failures to act or delays by Customer or others authorized by the Customer to use the Service; (iii) failure of power, equipment, services or systems not provided by Windstream including but not limited to other providers' networks and interconnections to or from and connectivity with other Internet Service Providers' networks; (iv) Customer owned or leased equipment or facilities (i.e., Customer's PBX, Local Area Network (LAN)); (v) during any period in which Windstream or its agents are not afforded access to the premises where access lines associated with the Services are terminated or the Customer elects not to release the Services for testing and/or repair and the Customer continues to use Services; (vi) maintenance (planned or emergency) or implementation of a Customer order that requires a Services interruption (Windstream reserves the right to schedule maintenance and upgrades to the network seven (7) days a week from 12a.m. to 6a.m. in the local time zone of the area being worked on without prior notice to Customer or upon reasonable advance notice outside these time frames); (vii) when a Service Outage has not been reported to Windstream or where there is a trouble reported, but no trouble found; and (viii) labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Windstream's reasonable control.

19. Disclaimer of Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WINDSTREAM'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. EXCEPT AS EXPRESSLY PROVIDED IN WINDSTREAM'S PRIVACY POLICY, WINDSTREAM HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WINDSTREAM'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

20. Emergency. Critical Lines. CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT PROVIDE ACCESS TO 911 OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY. Examples include voice over Internet protocol ("VoIP"), Centrex, Allworx Reach™ Application ("Allworx Reach™"), and private branch exchange. Additionally, because T1s and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. When using VoIP service or Allworx Reach™, Customer must timely update changes to their registered location for 911 services. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.

21. Miscellaneous. (a) Notices and Electronic Communications Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's proposal or to Windstream at Windstream, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270, Windstreambusinesscustomersupport@windstream.com or at such other address provided to the other party. CUSTOMER AGREES THAT WINDSTREAM MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WINDSTREAM'S SERVICES; (b) Applicable Law This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Nebraska law, without regard to its conflict of law principles. The parties agree to submit to the exclusive jurisdiction of federal courts in the state in which the Services are provided (or federal courts in Nebraska, if the Agreement covers multiple states) so long as diversity and the amount in controversy requirements are met, or a federal question is at issue;

(c) Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT; (d) Statute of Limitations No claim may be asserted by either party against the other with respect to any event, act or omission for which a claim accrued more than two (2) years prior to such claim being asserted; the foregoing statute of limitations is not applicable to billing disputes, which are governed by the timeframe for disputes described in Section 4; (e) Assignment Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer shall provide Windstream with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Windstream's advance written consent. Any attempted assignment in violation of this provision is void; (f) Third Party Beneficiaries: No third party shall be deemed a beneficiary of this Agreement; (g) Publicity: Customer agrees that Windstream may publicly disclose that Windstream is providing Services to Customer and may include Customer's name in promotional materials, including press releases; (h) Waiver: Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (i) Severability: If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (j) Survival: Sections 16 through 21 survive after this Agreement ends; (k) Handwritten Changes: Handwritten changes are not binding on either party; (l) Use of Products in U.S.: Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At Windstream's request, Customer shall sign written assurances and other export-related documents as may be required for Windstream to comply with U.S. export regulations; (m) Representation on Authority of Parties/Signatories: Each person signing this Agreement represents and warrants that he or she is duly authorized in accordance with its corporate governance documents and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized in accordance with its corporate governance documents and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms; (n) Confidentiality: Except when this Agreement is required to be filed with a governmental authority or as may otherwise be required by local, state or federal freedom of information laws, the parties agree that this Agreement contains proprietary and confidential information and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of Windstream that are negotiating with Customer in order to execute this Agreement.

22. Service Specific Provisions:

For Dynamic IP Services Only:

Customer represents and warrants that it will immediately notify and post alternative dialing instructions to its end-users if any restrictions or limitations to access emergency 911 services a result from its actions including but not limited to: (a) Extending the origination of outbound calling capabilities of the Dynamic IP service outside of the Windstream Dynamic IP-serviceable area by means of private circuits, wireless service, public networks, the public Internet or other means; (b) Implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; or (c) Implementing call routing schemes within its applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points (PSAPs) other than the PSAP servicing the calling party end-user location. Customer agrees to indemnify and hold Windstream harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access emergency 911 services as a result of customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using Windstream's dynamic IP service.

For Managed CPE Firewall Services Only:

Authorization to Perform Testing. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer hereby grants Windstream the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service. Customer acknowledges that the Managed CPE Firewall Service constitutes permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to Windstream are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify Windstream of such Host arrangement prior to the commencement of any Managed CPE Firewall Service; (ii) obtain Host's written consent for Windstream to provide the Managed CPE Firewall Service on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide Windstream with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between Windstream and Host in connection with the Managed CPE Firewall Service. Customer agrees to indemnify, defend and hold Windstream and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this section. Customer will indemnify and hold Windstream and its suppliers harmless from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Managed CPE Firewall Service entail certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Managed CPE Firewall Service; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

With regard to any software components of the Firewall Device, Customer agrees it will not: (i) use or make any copies of the software; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, or distribute the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software. Customer agrees to indemnify, defend and hold Windstream and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees, which arise out of Customer's failure to comply with the foregoing.



ADDENDUM TO WINDSTREAM SERVICE TERMS AND CONDITIONS

This Addendum is entered between Windstream and **City of Pompano Beach, FL** ("Customer"), and amends the Windstream Service Terms and Conditions ("Agreement") between Windstream and Customer ("Parties"). This Addendum shall be effective for the Customer service locations and Proposal/Quote IDs listed on Exhibit A, attached.

The Agreement shall be deemed amended as follows:

TERM AND RENEWAL

The following shall be inserted in lieu of sentences one (1) and two (2) of Agreement **Section 1. Term and Renewal**:

"This Agreement is effective June 1, 2015 ("Effective Date"), and will continue for the term set forth in the Proposal/Quote ID from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement (the "Term"). Upon expiration of the Term, by written consent of both parties in the form of an Amendment, this Agreement may be renewed for another 5 year term (a "Renewal Term"), until terminated or cancelled pursuant to its terms."

ADDITIONAL SERVICES

Additional Services may be added from time to time by Customer, which Additional Services will be co-terminus with the Term of the Agreement provided that (i) a minimum in-service period of one (1) year ("Minimum In-Service Period") shall apply for each Additional T1 circuit Service; (ii) the parties amend this Agreement to add the rate schedule applicable to such Additional Service; and (iii) the Minimum Monthly Fee shall be adjusted accordingly. In the event that the Term of the Agreement expires prior to expiration of the Minimum In-Service Period for any Additional Services, the Agreement shall continue in full force and effect with respect to such Additional Service only until expiration of the Minimum In-Service Period. In the event that Additional Services are terminated prior to the expiration of the applicable Minimum In-Service Period, Customer shall be responsible for payment to Windstream of an amount equal to the monthly recurring charges for such terminated Additional Service, multiplied by the number of months remaining in the applicable Minimum In-Service Period.

RATE INCREASES

It is the intent of the Parties that the monthly recurring charges and domestic usage rates will not change during the initial Term For the Services (if any) still subject to tariff filing requirements by the appropriate state or federal regulatory agency, in the event that Windstream changes its tariff and as a result there are material and adverse impacts on the rates charged to Customer (i.e. the Customer's rates are increased by more than 10%), then Customer may terminate the Agreement upon thirty (30) days written notice without further liability, other than to pay for service rendered up to the effective date of termination. The foregoing shall not apply to equipment or EFS arrangements or to changes to, additions of and/or increases in applicable fees, taxes, surcharges and assessments.

WAIVER OF EARLY TERMINATION CHARGES

Windstream and Customer hereby agree that Windstream will waive early termination charges associated with termination of Services for one Existing TDM T1 PRI on Account Number 4248322 in lieu of Customer's 5-year commitment for Services per the Proposal/Quote IDs and Account No. on the attached Exhibit A.

LOCATION TERMINATION

Notwithstanding anything to the contrary in the Agreement, Customer shall have the right, upon thirty (30) days written notice to Windstream, to terminate or reduce services at one or more of the locations without liability other than for Services rendered through the effective termination date, provided that the revenue for monthly services at the remaining

Customer Initials: _____

locations meet or exceed the combined Minimum Monthly Commitment ("MMC") outlined below. In the event the remaining Services do not cover the reduced combined MMC, Customer shall be liable to Windstream for the difference during the remaining term of the contract as covered by the Agreement.

For purposes of this Amendment, combined Minimum Monthly Commitment shall be eighty five percent (85%) of the total combined Monthly Recurring Charges ("MRC").

BUSINESS DOWNTURN

At any time after the first year of the Term, the Minimum Monthly Fee may, upon negotiation of the parties, be reduced if and to the extent that Customer's usage decreases as a result of a material downturn in Customer's business or the sale or consolidation of Customer's business units, which either or both events cause a significant reduction in Customer's need for the telecommunications services provided hereunder. The total reduction to the Minimum Monthly Fee shall not exceed more than twenty percent (20%) of the original Minimum Monthly Fee. If applicable, Customer acknowledges that there will be a corresponding modification to Customer's equipment credit/subsidy based on the reduced Minimum Monthly Fee. Customer may only invoke this clause one time during the term of the Agreement. Notwithstanding anything herein to the contrary, reduction to the Minimum Monthly Fee (if any) must pass Windstream's profitability standards, in its sole and reasonable discretion, and shall not alter Customer's obligations to purchase Services for the Term of the Agreement. Customer shall not be permitted to invoke this clause in the event that Customer has diverted or plans to divert any of its traffic to another provider.

INDEMNITY

The following shall be added to Agreement **Section 17. Indemnity** and to the extent in conflict shall supersede; only to the extent permitted by law, City shall indemnify Windstream:

"Nothing contained herein is intended nor shall be considered to waive customer's right and immunity under the common law of Section 768.28 of Florida Statutes."

The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

CITY OF POMPANO BEACH, FL (Customer)	WINDSTREAM (and its affiliates)
_____ Signature:	_____ Signature:
_____ Authorized Rep (Printed Name):	_____ Authorized Rep (Printed Name):
_____ Title:	_____ Title:
_____ Date:	_____ Date:

Customer Initials: _____



windstream.
communications

Exhibit A

Summary of Proposals for City of Pompano Beach, FL Five (5) Year Term

Proposal/ Quote ID Account #	Site Name	Services Offered	MRC
2475082	100 SW 3rd St	10 Mbps DyIP SIP, Interstate Long Distance @ \$.025/min, DIDs, Installation Costs	\$880.00
4196214	100 W Atlantic Ave	1-PRI T1 VoIP, 1-TDM T1 PRI, Interstate Long Distance @ \$.025/min, DIDs, Installation Costs	\$483.50
4192215	1201 NE 5th Ave	1-PRI T1 VoIP, 1-TDM T1 PRI, Interstate Long Distance @ \$.025/min, DIDs, Installation Costs	\$483.50
4362003	All Locations	75 1FB POTS Lines, Interstate Long Distance @ \$.025/min, DIDs, Installation Costs	\$1350.00
TOTAL			\$3,197.00

PROPOSAL NOTES:

This proposal and all Windstream and its affiliates ("Windstream") services shall be governed by the terms and conditions of the Customer Service Agreement thereto by and between Windstream and Customer.

Each Party owns and reserves all rights to its own information, all information exchanged is confidential, and further disclosure is restricted unless required by law to be disclosed. If Customer wishes for information to be disclosed to any employee of Customer or other agent or third party, Customer may either add such employee, agent or third party as an authorized contact on Customer's account or otherwise authorize Windstream in writing to disclose particular information to such employee, agent or third party.

The above pricing does not include applicable federal, state or local taxes, E911 charges, or any other fees and surcharges including, but not limited to Universal Service Fund (USF) and Federal Administrative Fee (FAF), etc. Federal Subscriber Line Charge (FSLC), Network Cost Recovery Fee (NCRF), and Local Number Portability (LNP) fees are not applicable to bundled rates. NetPlus lines will incur FSLC, NCRF, and LNP fees.

If unblocked, International usage is available to Customer and will be billed per posted Terms and Conditions/Price List rates.

Windstream will provide CSU/DSU, Channel Bank, and Router if applicable. The customer may not request a specific brand or type of equipment. Internet Service requires property configured peer-to-peer or client/server Ethernet network capable of connecting to a router at 10BaseT connection.

Customer must subscribe to a minimum of one voice service (channel or call path) to qualify for LD Bucket Minutes. LD Buckets are not available on Net PLUS lines. LD Bucket minute rates vary based on term commitment. Interstate, Intrastate and 800 inbound usage will apply to LD Bucket Minutes. Any domestic usage above LD Bucket subscription amount and any Connect U and International will be billed at the rate per minute published in Windstream's currently-posted Terms and Condition/Price List(s). Unused Bucket minutes are subject to expiration at the end of the period specified in Windstream's currently-posted Terms and Condition/Price List(s).

CITY OF POMPANO BEACH, FL
(Customer)

WINDSTREAM
(and its affiliates)

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Customer Initials: _____

"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



CERTIFICATE OF LIABILITY INSURANCE

7/17/2015

DATE (MM/DD/YYYY)

3/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (ACT. No. Ext.):	FAX (ACT. No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE AMERICAN INSURANCE COMPANY	NAIC #
	INSURER B: INDEMNITY INS. CO. OF N. AMERICA	
	INSURER C: ACE Property & Casualty Insurance Co	20699
	INSURER D: ACE Fire Underwriters Insurance Company	20702
	INSURER E:	
	INSURER F:	

COVERAGES WINCO07 CERTIFICATE NUMBER: 12090743 REVISION NUMBER: XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2MIL AGG PER LOC <input checked="" type="checkbox"/> 2MIL AGG PER PROJECT GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	HDOG27334398	7/17/2014	7/17/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	N	N	ISAH08821136	7/17/2014	7/17/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	XOOG27421635	7/17/2014	7/17/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC47889200(AZ,CA,MA)	7/17/2014	7/17/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B				WLRC47889194 (AOS)	7/17/2014	7/17/2015	
D				SCFC47889224 (WI)	7/17/2014	7/17/2015	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

APPROVED
 RISK MANAGEMENT
 ON: 03/01/15
 BY: JFM.

CERTIFICATE HOLDER 12090743 CITY OF POMPANO BEACH ATTN RISK MANAGER PO BOX 1300 POMPANO BEACH FL 33061	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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REQUESTED COMMISSION ACTION:

Consent
 Ordinance
 Resolution
 Consideration/ Discussion
 Presentation

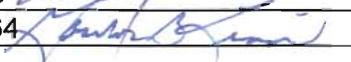
SHORT TITLE

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA ADOPTING A COMPREHENSIVE PLAN MAP AMENDMENT FOR THE HABITAT FOR HUMANITY, BROWARD, INC. REQUEST LOCATED AT THE SW CORNER OF NW 15TH STREET AND NW 6TH AVENUE; PROVIDING FOR A DETERMINATION THAT A LOCAL PLANNING AGENCY HEARING WAS HELD ON APRIL 22, 2015; PROVIDING THAT A TRANSMITTAL AND ADOPTION PUBLIC HEARING WILL BE HELD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

This approximate 2.753-acre property is located on the south west corner of NW 6 Avenue and NW 15 Street. The owner, Habitat for Humanity, Broward, Inc., is requesting this small scale Future Land Use Plan Amendment (LUPA) from the City's "local" designation of Commercial (C) to Medium Residential (M). The applicant recently received a rezoning on the property to multifamily (RM-12). Additionally, 21 flex units were allocated to the property via Resolution 2015-143. Unlike most LUPA's, this request is for an amendment to the city's "local" plan. The amendment is required in order to develop single family dwelling units and is only permitted due to the previous flex allocation. Therefore the LUPA will only result in one flex unit reverting to the City. While the applicant intends to build 20 single family homes on the property, the maximum allowable density would permit 44 units. The Planning & Zoning Board recommended approval of this request in a 7-0 decision at the April 22, 2015 meeting. An excerpt of the draft April 22, 2015 Planning and Zoning Minutes are included.

- (1) Origin of request for this action: Habitat For Humanity, Broward, Inc.
- (2) Primary staff contact: Robin M. Bird/ Maggie Barszewski Ext. 7921
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	04/08/15	Approval	Memo# 15-189 
City Attorney	05/11/15		CAC# 2015-964 

Planning and Zoning Board Approval Memo #15-027 (04/30/15)
 City Manager 

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-964

May 11, 2015

TO: Maggie Barszewski, AICP, Planner

FROM: Gordon B. Linn, City Attorney

RE: Ordinance to Amend the Future Land Use Designation for Property Located at the SW Corner of NW 15th Street and NW 6th Avenue

As requested in your memorandum to me of May 8, 2015, Development Services Memorandum #15-232, I have reviewed the ordinance for the small scale land use amendment that was attached to your memorandum and find same to be acceptable as to legal form and content.

Should you have any further questions regarding this matter, please feel free to contact me.



GORDON B. LINN

GBL/jrm
l:cor/zoning/2015-964

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA ADOPTING A COMPREHENSIVE PLAN MAP AMENDMENT FOR THE HABITAT FOR HUMANITY, BROWARD, INC. REQUEST LOCATED AT THE SW CORNER OF NW 15TH STREET AND NW 6TH AVENUE; PROVIDING FOR A DETERMINATION THAT A LOCAL PLANNING AGENCY HEARING WAS HELD ON APRIL 22, 2015; PROVIDING THAT A TRANSMITTAL AND ADOPTION PUBLIC HEARING WILL BE HELD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 163.3184 F.S., the Planning and Zoning Board/Local Planning Agency held a duly noticed public hearing on April 22, 2015 on the proposed amendments to the Future Land Use Map of the adopted City of Pompano Beach Comprehensive Plan, and subsequently recommended approval to the City Commission; and

WHEREAS, said amendment proposes to change a Land Use Plan map designation of 2.753 gross acres in the Commercial (C) land use category to a Medium Residential (M) land use designation that will allow a maximum of 44 dwelling units, for the property legally described in Exhibit A; and

WHEREAS, pursuant to Ch. 163.3187, Florida Statutes the City Commission held at least one duly noticed public hearing on the proposed amendment to the Future Land Use Map of the adopted City of Pompano Beach Comprehensive Plan; and

WHEREAS, at the public hearings, the parties having an interest and all other citizens so desiring had an opportunity to be and were in fact heard; and

WHEREAS, all staff reports, minutes of meetings, findings of fact and support documents are hereby incorporated by reference; and

WHEREAS, the City Commission has considered the application in its entirety, staff reports, minutes of meetings, findings of fact and support documents and determines the request is in the best interests of the City; now, therefore,

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

SECTION 1: That the foregoing application recitals, findings of fact, minutes of meetings and all staff reports and documents are true and correct, and are hereby incorporated by reference and transmitted.

SECTION 2: That duly noticed public hearing was held on April 22, 2015 by the Local Planning Agency in compliance with Section 163, Florida Statutes, to consider the referenced Future Land Use Map Amendment.

SECTION 3: That the City Commission hereby adopts the amendment to the City of Pompano Beach Future Land Use Map to change the land use designation from Commercial (C) land use category to Medium Residential (M) land use on 2.753 gross acres, for the Habitat for Humanity, Broward, Inc. request located at the SW corner of NW 15th Street and NW 6th Avenue, as legally described in Exhibit A attached hereto and made a part hereof.

SECTION 4: That the City Clerk is directed to transmit a certified copy of this Ordinance to the Department of Economic Opportunity and required State Agencies for review under the Small Scale amendment process allowed by Ch. 163.

SECTION 5: The City Clerk is directed to transmit a certified copy of this Ordinance to the Broward County Planning Council with the City's amended Future Land Use Map for the Planning Council to recertify the City Future Land Use Map.

SECTION 6: That in the event any provision or application of this Ordinance shall be held invalid, it is the legislative intent that the other provisions and applications thereof shall not be thereby affected;

SECTION 7: That all Ordinances or parts of Ordinances in conflict herewith are to the extent of said conflict, hereby repealed.

SECTION 8: That this Ordinance shall take effect immediately upon its passage and adoption, but the amendments shall not become effective until the Broward County Planning Council recertifies the City Comprehensive Plan as consistent with the County Land Use Plan.

PASSED FIRST READING THIS 26th DAY OF MAY, 2015

PASSED SECOND READING THIS _____ DAY OF _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCALETA HAMMOND
CITY CLERK

HABITAT ABYSSINIAN PROPERTY LUPA

LEGAL DESCRIPTION

ALL THAT PART OF THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ LYING WEST OF AND ADJACENT TO NW 6TH AVENUE, LESS THE F.E.C. RAILROAD RIGHT OF WAY OF THE SOUTH 150 FEET AND NORTH 35 FEET WHICH HAS BEEN DEDICATED FOR ROAD RIGHT-OF-WAY OF NW 15TH STREET, ALL IN SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA;

AND

THE EAST 100 FEET OF THE E $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$, EXCEPT THE SOUTH 150 FEET FOR FLORIDA EAST COAST RIGHT-OF-WAY AND EXCEPT THE NORTH 35 FEET THEREOF, DEDICATED FOR STREET RIGHT-OF-WAY, IN SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #15-027**

DATE: April 30, 2015
TO: City Commission
FROM: Planning and Zoning Board/ Local Planning Agency
SUBJECT: Future Land Use Map Amendment – Habitat for Humanity of Broward, Inc.
P & Z #15-92000001 Project: Habitat for Humanity

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on April 22, 2015, the Board considered the request by **Habitat for Humanity of Broward, Inc.** requesting a FUTURE LAND USE MAP AMENDMENT of the properties located on the Southwest corner of NW 6th Avenue and NW 15th Street from Commercial (C) to Medium Residential (M).

It is the unanimous recommendation of the Board that the FUTURE LAND USE MAP AMENDMENT request be approved.



Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency



MEMORANDUM

Development Services

ADMINISTRATIVE MEMORANDUM NO. 15-189

DATE: April 8, 2015

TO: Planning and Zoning Board

VIA: Robin M. Bird, Development Services Director *RB*

FROM: Maggie Barszewski, AICP, Planner *MS*

RE: Habitat for Humanity 6th Avenue Small Scale Future Land Use Map Amendment
April 22, 2015 meeting P&Z # 15-92000001

Request

The Applicant is proposing a change in the future land use designation of a 2.753 gross-acre parcel. This subject property is generally located on the south west corner of NW 6 Avenue and NW 15 Street, as described in Exhibit A. Currently the parcel has a C (C) Future Land Use designation. The Applicant is requesting a change in the Local Land Use designation to Medium Residential 10-16 du/ac (M).

Proposed Development

The proposed land use would permit a maximum of 44 dwelling units. The applicant has indicated an intent to build 20 single family residential units, however for purposes of this analysis, the maximum density will be used.

A. Existing Land Use Designations - Density/Intensities

The existing commercial land use with the original B-2 zoning would have allowed for 449,669 square feet of C retail and office use on the 2.294 net acres of land.

B. Proposed Land Use Designation - Density/Intensities

The maximum allowable development use under the proposed residential M (10-16 du/ac) is 44 units.

C. Rationale for the Proposed Amendment

The applicant recently received a rezoning on the property from Community Business (B-2) to multifamily (RM-12) in order to construct fee simple duplex homes. The applicant has been discussing the project with the surrounding community and determined single family homes are more desirable than duplex or townhomes at this location. The single family home cannot be constructed in C land use category utilizing flex units. This land use amendment will allow the single family units to be constructed and is consistent with the RM-12 zoning district. The current land use category is C. The requested land use category is residential M to be consistent with the remainder of the Habitat for Humanity project site.

LEGEND

FOR LAND USE PLAN

Symbol Classification Units/ Acre

		Gross Residential Density
		Residential
	E	Estate
	L	Low
>	LM	Low- Medium
	M	Medium
	MH	Medium-High
	H	High
*	C	Commercial
	CR	Commercial Recreation
	I	Industrial
	T	Transportation
	U	Utilities
	CF	Community Facilities
	OR	Recreation & Open Space
	W	Water
	RAC	Regional Activity Center
		Boundaries
		City of Pompano Beach
	13	Number



Reflects the maximum total number of units permitted within the dashed line of Palm Aire & Cypress Bend being 9,724 and 1,998

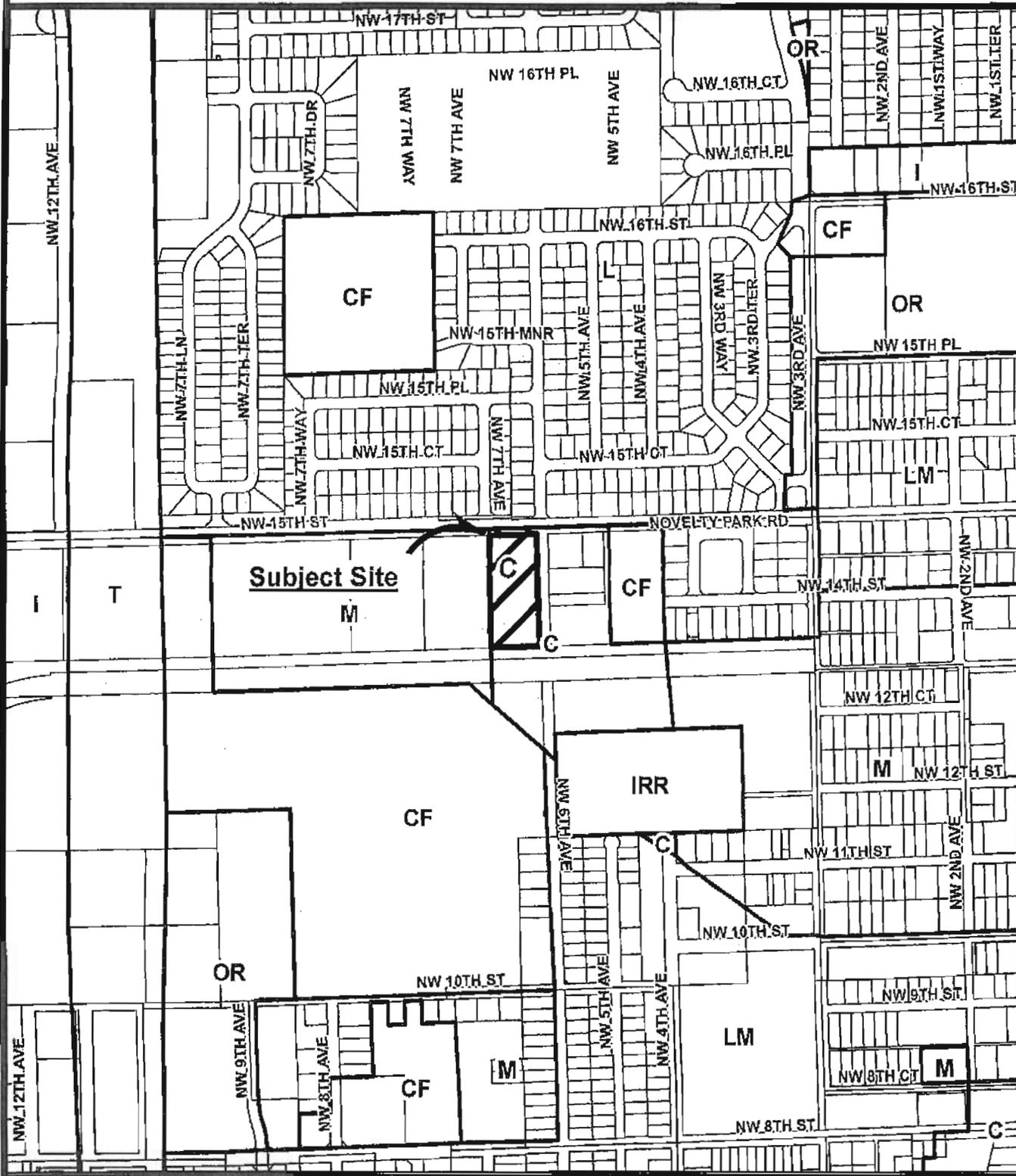
*	Existing
>	Proposed

FOR ZONING MAP

Symbol District

	RS-1	One-Family Residence
	RS-2	One-Family Residence
	RS-3	One-Family Residence
	RS-4	One-Family Residence
	RD-1	Two- Family Residence
*	RM-12	Multi-Family Residence
	RM-20	Multi-Family Residence
	RM-30	Multi-Family Residence
	RM-45	Multi-Family Residence
	RM-45/HR	Overlay
	RPUD	Residential Planned Unit Dev.
	AOD	Atlantic Boulevard Overlay District
	MH-12	Mobile Home Park
	B-1	Limited Business
	B-2	Neighborhood Business
	B-3	General Business
	B-4	Heavy Business
	RO	Residence Office
	M-1	Marina Business
	M-2	Marina Industrial
	I-1	General Industrial
	I-1X	Special Industrial
	O-IP	Office Industrial Park
	BP	Business Parking
	BSC	Planned Shopping Center
	PCI	Planned Commercial / Industrial Overlay
	PR	Parks & Recreation
	CR	Commerical Recreation
	CF	Community Facilities
	T	Transportation
	PU	Public Utility

CITY OF POMPANO BEACH OFFICIAL LAND USE MAP

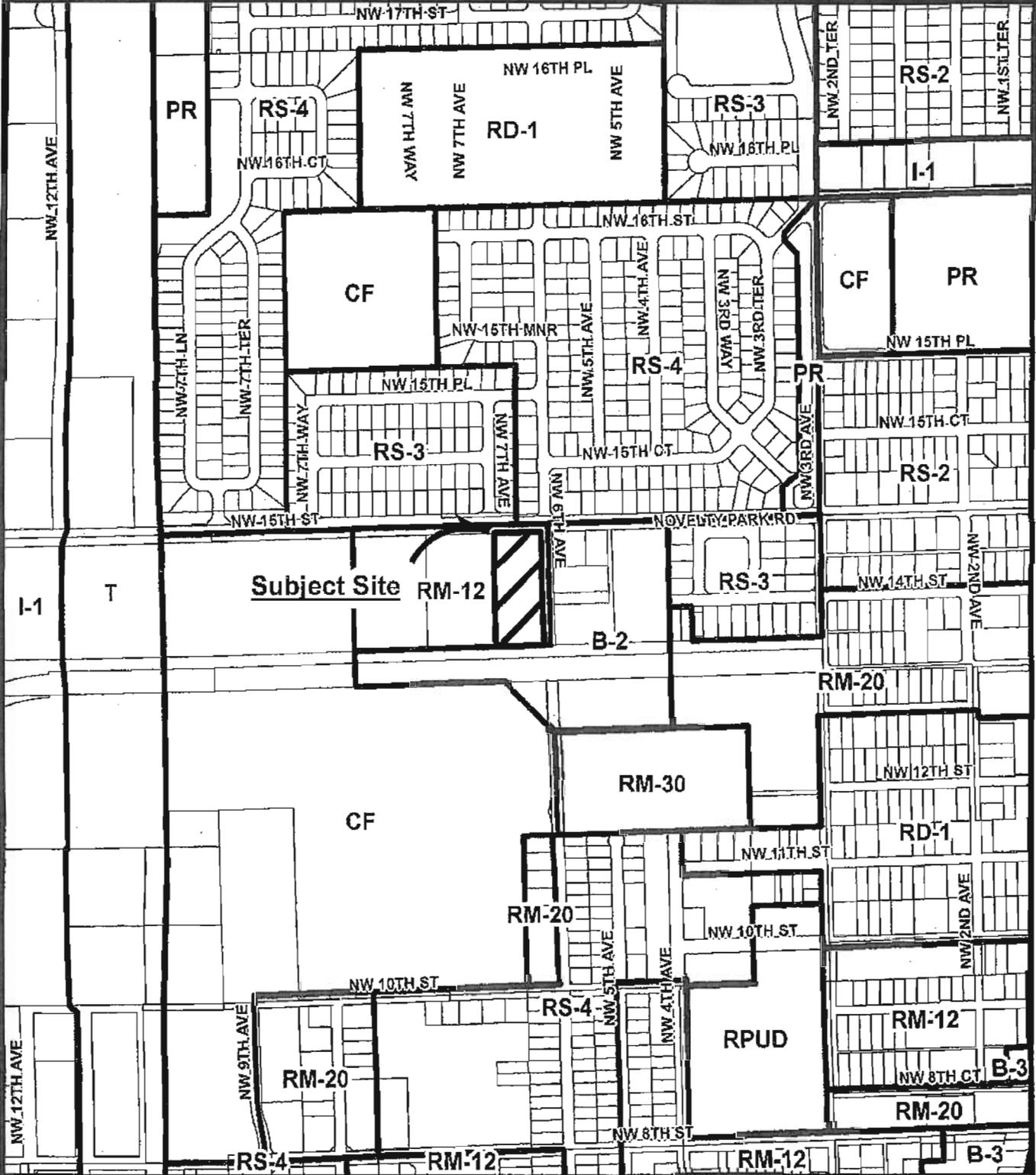


1 in = 600 ft

3

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

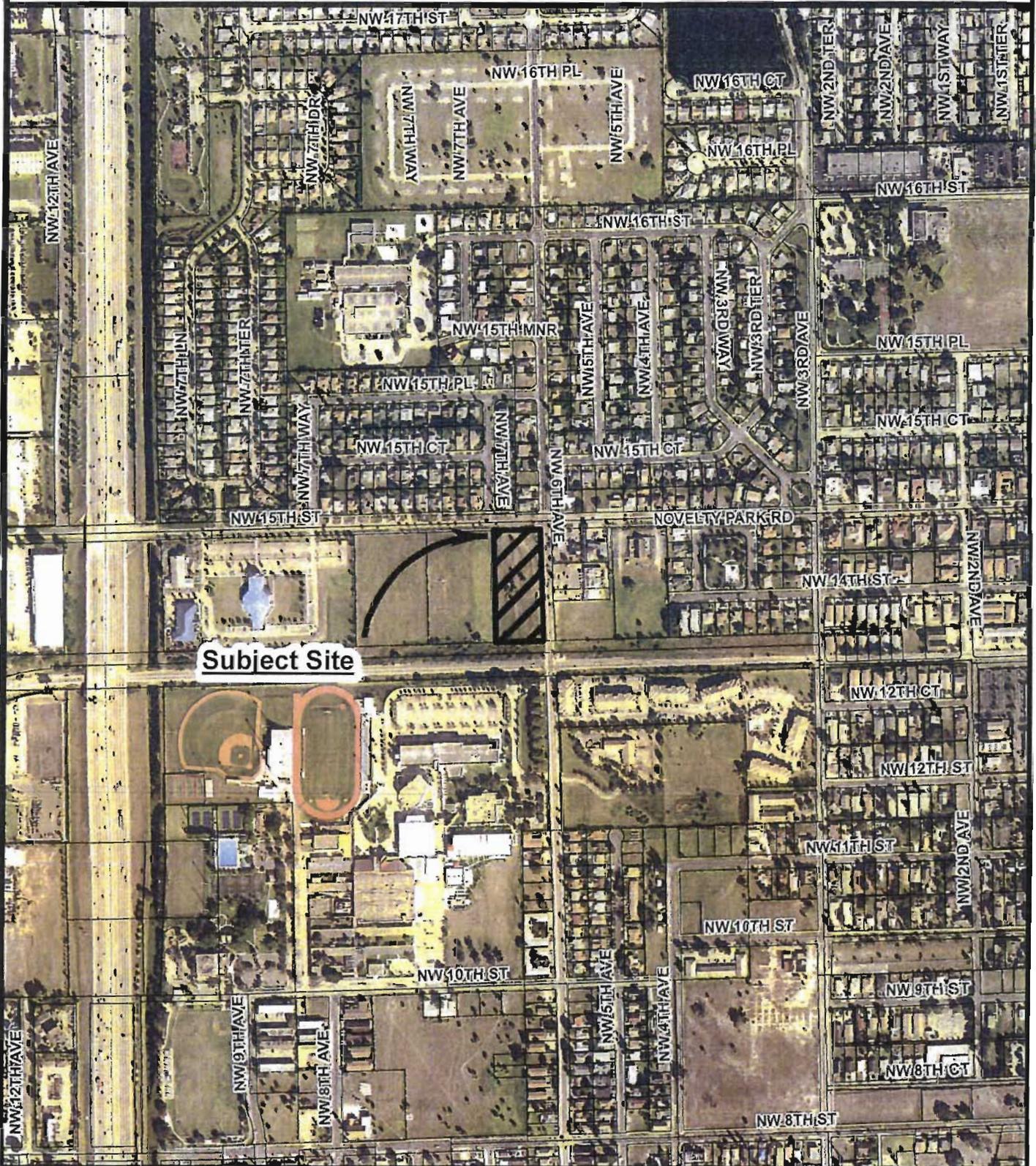
CITY OF POMPANO BEACH OFFICIAL ZONING MAP



1 in = 600 ft

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH AERIAL MAP



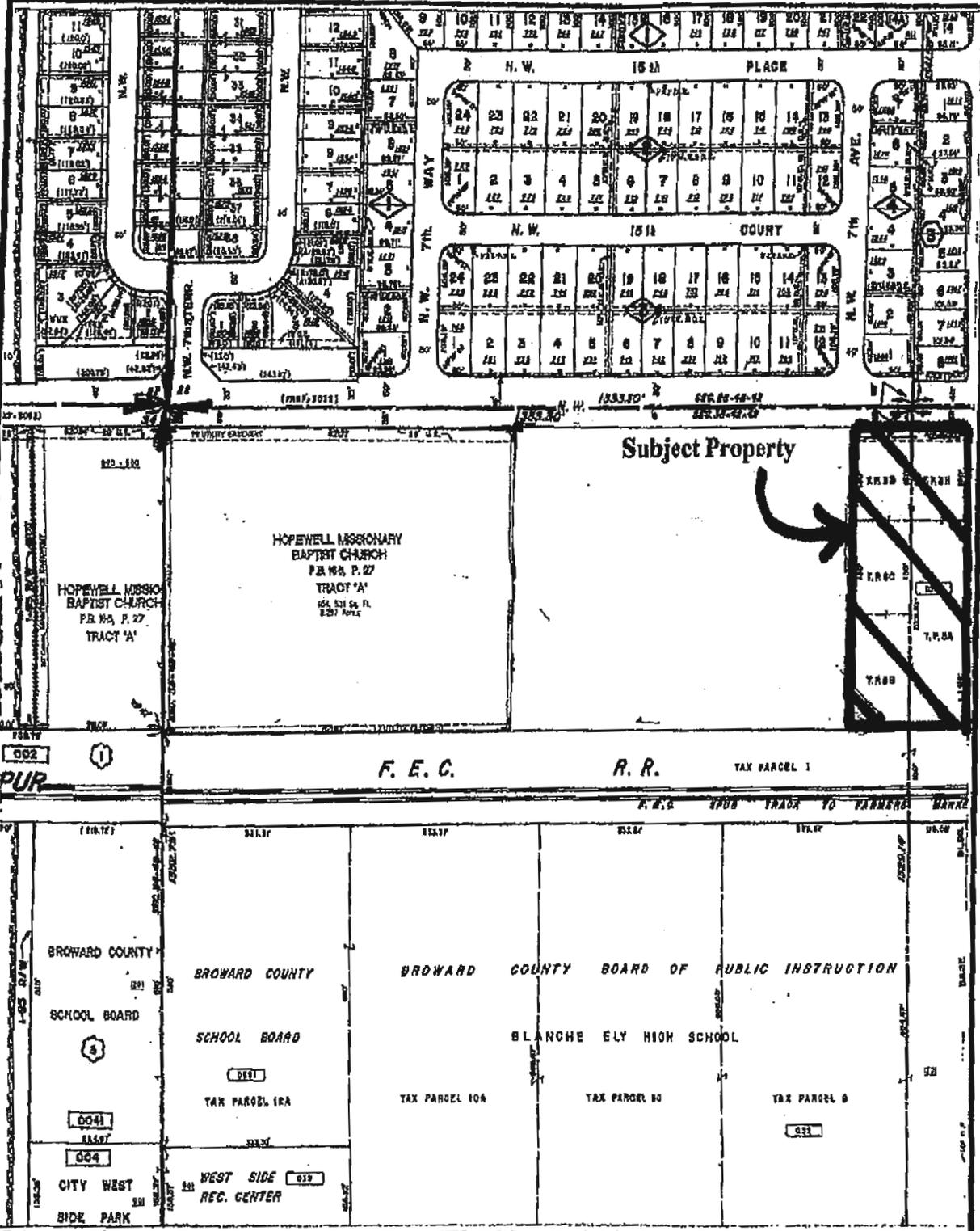
Subject Site

1 in = 600 ft

5

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

EXCERPT FROM THE CITY OF POMPANO BEACH
PLAT MAP



SCALE: NTS

NORTH

D. Surrounding Land Uses – The subject property is surrounded by the following land use designations:

Direction	Actual use	Land use category
North	Single family homes	(L) Low 1-5 du/ac
West	Church	(M) 10-16 du/ac
South	High School	(M) 10-16 du/ac
East	Retail/ commercial	(C)

E. Proposed City Land Use Designation - The proposed land use designation is M.

F. Impact Analysis

The proposed intensity of the amendment area is a net decrease over what is currently allowed under the city’s adopted plan; the reduction in intensity is due to the elimination of the C land use and replacing it with Residential. The results of the impact analysis are provided below.

Sanitary Sewer

The proposed M Land Use is expected to decrease sanitary sewer flows by 29,567 gallons per day of sanitary sewer demand from what would be generated under the existing C Land Use Designation. The table below shows the difference in generation between the two uses.

Sanitary Sewer Impact			
	Use	Calculation	Total
Current	C 449,669 sq.ft.	X .1 GPD per sq.ft.	=44,967GPD
Proposed	M Res. 44 d.u.	X 350 GPD per d.u.	=15,400 GPD
		Change	-29,567 GPD

There is a letter verifying this information & the capacity of the County Wastewater treatment plant from the Broward County Public Works Department.

Potable Water

The new use is also expected to decrease the demand in potable water. The table below shows that demand for potable water will decrease by 35,654 gallons per day from what would be generated under the existing C Land Use Designation.

Potable Water Impact			
	Use	Calculation	Total
Current	C 449,669 sq.ft.	X .1 GPD per sq.ft.	=44,967GPD
Proposed	LM Res. 44 d.u.	X 350 GPD per d.u.	=15,400 GPD
		Change	-35,654 GPD

There is a confirmation from the City of Pompano Beach Engineering Division verifying the above information and stating that there is adequate capacity for this request.

Drainage

The site’s level of service standard requires the finished floor elevations to be above the 100-year flood elevation. The perimeter minimum elevation of the site must be above the 25-year, 3-day flood stage. The site has an existing 48” drainage pipe on NW 15th Street and a 24” drainage pipe on NW 6th Avenue serving drainage requirements for the area. The applicant states that all site development

will be designed to meet the minimum level of service required for drainage. A Drainage impact letter verifying the above information has been provided in the applicant's submittal.

Solid Waste

The new use is also expected to decrease the output of solid waste. The table below shows that the output for solid waste will decrease by 17,595 pounds per day from what would be generated under the existing C Land Use Designation. In the application, the applicant used a lower level of service number instead of the adopted minimum level of service, and therefore reflected a smaller decrease for the existing potential C use. The Table below reflects the correct minimum Level of Service and a Solid Waste impact letter verifying the above information has not yet been provided in the applicant's submittal.

Solid Waste Impact			
	Use	Calculation	Total
Current	C 449,669 sq.ft.	x 4lbs./100 sq. ft./day*	=17,987* lbs/day
Proposed	M Res. 44 d.u.	x 8.9 lbs/day	=392 lbs/day
			Change
			-17,595 lbs/day

*The applicant used a lower LOS figure of 1lb/100sq.ft./day reflecting a differentiation of only -4,087.

Recreation and Open Space

The level of service standard for parks is 5 acres per 1,000 residents. The proposed change in land use designation will increase residential units by 44 units thereby expecting to house approximately 94 residents based on the current Comprehensive Plan's assumption of 2.13 average household size. The 94 additional people will generate the need for 0.19 acre of park area (5 acres/1000residents) and there is existing capacity in the city's park system to accommodate this demand.

In the application, the Applicant used a larger household size which brought the anticipated need to approximately .3 acres of park area. There is existing park capacity in the City to accommodate that need as well.

Traffic Circulation

Replacing C land use with M land use would result in a reduction of 19,163 average daily trips as presented below.

Traffic Impact			
	Use Code	Sq. Ft./Units	Total ¹
Current	C (820) 42.94/1k sf	449,669 sq.ft.	=19,309 trips/day
Proposed	M (220) 6.65/du	44 M du	=146 trips /day
			Change
			-19,163 trips/day

¹ Average Daily Trips

Mass Transit

The residents of the 44 units will be served by the Pompano Beach Community Bus Blue Route, as well as Broward County Transit Bus Route 20. The applicant will be installing a sidewalk to provide safe movement for pedestrians and facilitate connectivity to these bus routes. A service letter from the Broward County Transit Division has been provided by the applicant.

Public Education

The applicant has applied for and received a School Consistency Review Report from the School Board. A copy of the completed report has been included in the submittal. The property is serviced by Sanders Park Elementary, Pompano Beach Middle School and Blanche Ely High School. The enrollment capacities are presented below.

School	Gross capacity	Over/ under gross capacity	Permanent capacity	15/16 projections
Blanche Ely High	3639	-1549	3473	2116
Pompano Beach Middle	1235	-196	1037	1060
Sanders Park Elementary	773	-204	661	584

The projected impact of the 44 units is 20 students (split out into elementary, middle and high school facilities). The Table below identifies projected demand per school and indicates that the capacity currently exists to accommodate the additional students.

School	Gross capacity	Over/ under gross capacity	Projected student addition	School future enrollment
Blanche Ely High	3639	-1549	5	2,121
Pompano Beach Middle	1235	-196	5	1,065
Sanders Park Elementary	773	-204	10	594

Natural and Historic Resources

The site does not contain any natural or historic resources.

Affordable Housing

The requirements of affordable housing units per the Broward County Land Use Plan Policy 1.07.07 do apply for this request since the proposed amendment is for less than 100 units. However, the applicant will be providing affordable housing voluntarily.

Land Use Compatibility

The proposed M use is compatible with the adjacent M Future Land Use designation to the west and south, and its residential nature is more compatible than the C has been with the Low Residential

Land Use to the north, as shown in the table below:

Direction	Actual use	Land use category
North	Single family homes	(L) Low 1-5 du/ac
West	Vacant/ Church	(M) 10-16 du/ac
South	High School	(M) 10-16 du/ac
East	Retail/ commercial	(C) C

Furthermore, the zoning on the site is RM-12 which is not consistent with the current land use. The land use designation should be changed to residential in order to be consistent with the zoning. This project is part of an overall 9-acre residential project. In order for the residential site to be constructed with the remainder of the property as single family the land use amendment is required.

Hurricane Evacuation Analysis

The subject property is not within a hurricane evacuation area.

Redevelopment Analysis

The property is within the N.W. Community Redevelopment Area. The property is currently vacant and due to its the location, commercial development is not a sustainable use. The surrounding lands are residential allowing for a more compatible use. This property will be combined with the land to the west to complete the overall residential community for Habitat for Humanity. The CRA letter is attached.

Intergovernmental Coordination

The subject property is not adjacent to any other local governments.

Consistency with Goals, Objectives and Policies of the City's Land Use Plan

The proposed amendment is consistent with the following goals, objectives and policies of the Land Use Element of the Comprehensive Plan:

Goal

01.00.01 The attainment of a living environment which provides the maximum physical, economic and social well being for the City and its residents through the thoughtful and planned use and control of the natural and man-made environments that discourages urban sprawl, is energy efficient and reduces greenhouse gas emissions.

Policies

01.03.05 All Land Use Plan Map amendments and rezonings shall provide for the orderly transition of varying residential land use designations.

01.03.04 Consider the preservation of established single family neighborhoods in all rezonings, land use plan amendments and site plan approvals.

01.03.05 Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.

01.03.11 Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.

- 01.06.01 Consider the impacts that land use amendments, rezonings or site plan approvals have on natural resources and historic properties.
- 01.06.12 Review all land use plan map amendments, rezonings and site plan applications to insure that there is sufficient potable water resources available and that they pose no noxious impacts to the Biscayne Aquifer.
- 01.07.21 Annually evaluate the effect of land development regulations and permitting on the affordability of housing and take appropriate actions to support the affordability of housing. Continue to implement the incentives for providing affordable housing currently in the land development regulations including the use of flex units for affordable housing and the expedited permit review process for developments primarily aimed at providing affordable housing.
- 01.07.22 The city's land development code shall include provisions to encourage or enable a variety of housing opportunities in varying price ranges, including housing for low and moderate income families in large scale residential developments.
- 01.08.01 Follow the recommendation of the Community Redevelopment Plans in all Land Use Plan amendments and rezonings.

Objective Urban Infill Criteria

- 01.12.00 Establish criteria which encourage development of urban infill and community redevelopment areas to promote economic development, increase housing opportunities and maximize the use of existing public facilities and services.

G. Recommendation of Approval

Staff recommends approval of the Land Use Plan Map Amendment from the current C Future Land Use designation to M for the property legally described in Exhibit A.

ALTERNATIVE MOTIONS:

ALTERNATIVE MOTIONS:

- 1) **Motion to recommend approval** of the Land Use Plan Map Amendment from the current C Future Land Use designation to M for the property legally described in Exhibit A.

The approval is based upon the finding that the amendment is compatible with the goals, objectives and policies in the Comprehensive Plan, specifically:

Goal

- 01.00.02 The attainment of a living environment which provides the maximum physical, economic and social well being for the City and its residents through the thoughtful and planned use and control of the natural and man-made environments that discourages urban sprawl, is energy efficient and reduces greenhouse gas emissions.

Policies

- 01.03.05 All Land Use Plan Map amendments and rezonings shall provide for the orderly transition of varying residential land use designations.

- 01.03.04 Consider the preservation of established single family neighborhoods in all rezonings, land use plan amendments and site plan approvals.
- 01.03.05 Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.
- 01.03.11 Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.
- 01.06.01 Consider the impacts that land use amendments, rezonings or site plan approvals have on natural resources and historic properties.
- 01.06.12 Review all land use plan map amendments, rezonings and site plan applications to insure that there is sufficient potable water resources available and that they pose no noxious impacts to the Biscayne Aquifer.
- 01.07.21 Annually evaluate the effect of land development regulations and permitting on the affordability of housing and take appropriate actions to support the affordability of housing. Continue to implement the incentives for providing affordable housing currently in the land development regulations including the use of flex units for affordable housing and the expedited permit review process for developments primarily aimed at providing affordable housing.
- 01.07.22 The city's land development code shall include provisions to encourage or enable a variety of housing opportunities in varying price ranges, including housing for low and moderate income families in large scale residential developments.
- 01.08.01 Follow the recommendation of the Community Redevelopment Plans in all Land Use Plan amendments and rezonings.

Objective Urban Infill Criteria

- 01.12.00 Establish criteria which encourage development of urban infill and community redevelopment areas to promote economic development, increase housing opportunities and maximize the use of existing public facilities and services.

- 2) **Motion to table** the requested Comprehensive Plan amendment to provide time for any issues raised by the Board, Staff, Applicant or the general public.
- 3) **Motion to recommend denial** as the Board finds the proposed land use change incompatible with the goals, objectives and policies in the Comprehensive Plan.

Exhibit A

Legal Description

LEGAL DESCRIPTION

ALL THAT PART OF THE NW ¼ OF THE NE ¼ OF THE NW ¼ LYING WEST OF AND ADJACENT TO NW 6TH AVENUE, LESS THE F.E.C. RAILROAD RIGHT OF WAY OF THE SOUTH 150 FEET AND NORTH 35 FEET WHICH HAS BEEN DEDICATED FOR ROAD RIGHT-OF-WAY OF NW 15TH STREET, ALL IN SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA;

AND

THE EAST 100 FEET OF THE E ½ OF THE NE ¼ OF THE NW ¼ OF THE NW ¼, EXCEPT THE SOUTH 150 FEET FOR FLORIDA EAST COAST RIGHT-OF-WAY AND EXCEPT THE NORTH 35 FEET THEREOF, DEDICATED FOR STREET RIGHT-OF-WAY, IN SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA



MEMORANDUM

DATE: April 13, 2015
TO: Planning and Zoning
FROM: Juan C. Ayala, CRA Project Manager
THRU: Kim Briesemeister, CRA Executive Director,
Chris Brown, CRA Executive Director
RE: Habitat for Humanity - P&Z# 15-91000001

P&Z# 15-91000001

The Community Redevelopment Agency (CRA) does not have any objections or comments on Habitat for Humanity's request of approval of a Land Use Plan Amendment (LUPA) for the properties located SW corner of NW 6th Avenue and NW 15th Street to change the land use designation from C (commercial) to M (medium density residential).

Note:

The CRA reserves the right to review the proposed projects' site plans and floor plans submitted for the properties involved..

Aug. 15

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA ALLOCATING A MAXIMUM OF TWENTY ONE (21) FLEX UNITS FOR A PROPOSED RESIDENTIAL DEVELOPMENT LOCATED AT THE SOUTHWEST CORNER OF NORTH WEST 15TH STREET AND NORTH WEST 6TH AVENUE; PROVIDING AN AFFECTIVE DATE.

WHEREAS, Habitat for Humanity of Broward, Inc. requests an allocation of a maximum of twenty one (21) flex units in order to construct 80 dwelling units for a residential development on property known as 600 North West , legally described in Exhibit "A"; and

WHEREAS, the city of Pompano Beach has passed Ordinance No. Ordinance 2007-48 which requires that applications for flex and reserve units must comply with certain requirements to construct affordable housing; and.

WHEREAS, the applicant intends to comply with the affordable housing requirements of Ordinance No.2007-48, by deed restricting the subject property for 30 years to require "Low income" purchasers; and

WHEREAS, in order to construct the proposed project on the subject property, the city will have to allocate a maximum of 21 flex units; now, therefore,

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

SECTION 1: That the City Commission of the City of Pompano Beach hereby allocates a maximum of 21 flex units, all of which will come from the unified flex zone for the proposed housing project to be constructed on the property which is legally described in Exhibit "A."

SECTION 2: The number of flex units in the unified flex zone shall be reduced by how ever many units are necessary for the project, not to exceed 21 units.

SECTION 3: The proposed project must be built in substantial conformity with the attached conceptual site plan as shown in Exhibit "B," a copy of which is attached hereto and made a part hereof.

SECTION 4: The applicant must comply with the affordable housing requirements of Ordinance No.2007-48, which will be through the Applicant's voluntary commitment to have a 30-year deed restriction placed on the property requiring sales to be made to only "Low-income" purchasers, as defined by the U.S. Department of Housing and Urban Development.

SECTION 5: Failure of the applicant to obtain a principal building permit for its project as shown in Exhibit "B" within two years of the date of this resolution shall render the allocation of the flex units null and void.

SECTION 6: Failure of the applicant to construct the project substantially in accordance with the conceptual site plan as shown in Exhibit "B" shall render the allocation of the flex units null and void; the units may not be used for or applied to any other project or projects.

SECTION 7: That all Ordinances or parts of Ordinances in conflict herewith are to the extent of said conflict, hereby repealed.

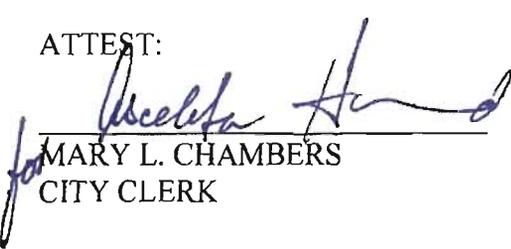
SECTION 8: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 13th DAY OF January, 2015



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS
CITY CLERK

Exhibit A

HABITAT ABYSSINIAN COMMERCIAL PARCEL

LEGAL DESCRIPTION

ALL THAT PART OF THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ LYING WEST OF AND ADJACENT TO NW 6TH AVENUE, LESS THE F.E.C. RAILROAD RIGHT OF WAY OF THE SOUTH 150 FEET AND NORTH 35 FEET WHICH HAS BEEN DEDICATED FOR ROAD RIGHT-OF-WAY OF NW 15TH STREET, ALL IN SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA;

AND

THE EAST 100 FEET OF THE E $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$, EXCEPT THE SOUTH 150 FEET FOR FLORIDA EAST COAST RIGHT-OF-WAY AND EXCEPT THE NORTH 35 FEET THEREOF, DEDICATED FOR STREET RIGHT-OF-WAY, IN SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.



MEMORANDUM

Development Services

MEMORANDUM NO. 15-263

DATE: May 14, 2015

TO: Robin M. Bird, Development Services Director

FROM: Maggie Barszewski, AICP, Planner

SUBJECT: Excerpt of the Draft April 22, 2015 Planning & Zoning Board Minutes

Please find attached an excerpt of the draft April 22, 2015 Planning and Zoning Minutes.

City staff and members of the public testifying before the Board at the meeting were placed under oath by Kerrie MacNeil, Zoning Technician and Notary Public in the State of Florida.

E. PUBLIC HEARINGS

1. HABITAT FOR HUMANITY OF BROWARD, INC. / HABITAT FOR HUMANITY – LAND USE PLAN AMENDMENT

Planning and Zoning #15-92000001

Consideration of the proposed LAND USE PLAN AMENDMENT request by **HABITAT FOR HUMANITY OF BROWARD, INC.**, for the property located on the Southwest corner of NW 6th Avenue and NW 15th Street, legally described as follows:

ALL THAT PART OF THE NW ¼ OF THE NE ¼ OF THE NW ¼ LYING WEST OF AND ADJACENT TO NW 6TH AVENUE, LESS THE F.E.C. RAILROAD RIGHT OF WAY OF THE SOUTH 150 FEET AND NORTH 35 FEET WHICH HAS BEEN DEDICATED FOR ROAD RIGHT-OF-WAY OF NW 15TH STREET, ALL IN SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA;

AND

THE EAST 100 FEET OF THE E ½ OF THE NE ¼ OF THE NW ¼ OF THE NW ¼, EXCEPT THE SOUTH 150 FEET FOR FLORIDA EAST COAST RIGHT-OF-WAY AND EXCEPT THE NORTH 35 FEET THEREOF, DEDICATED FOR STREET RIGHT-OF-WAY, IN SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA

AKA: Southwest corner of NW 6th Avenue and NW 15th Street
FROM: (C) Commercial
TO: M (Medium Residential 10-16 DU/AC)
STAFF CONTACT: Maggie Barszewski

Maggie Barszewski introduced herself to the board as the project planner. Mrs. Barszewski stated that this is a request for a future land use designation of a 2.753 gross-acre parcel. It is located on the south west corner of NW 6 Avenue and NW 15 Street. The request is from Commercial to Medium Residential 10-16 du/ac. The proposed land use would permit a maximum of 44 dwelling units but Habitat for Humanity is proposing to build 20 single family residential units, however for purposes of this analysis, the maximum density is considered for impact analysis. Mrs. Barszewski stated that the 44 possible units is compared to the maximum existing commercial land use & with the B-2 zoning that would have had a potential of 449,669 square feet of retail and office use on the subject property.

C. Rationale for the Proposed Amendment

Mrs. Barszewski stated that the rationale for the applicant is that the applicant recently received a rezoning on the property from Community Business (B-2) to multifamily (RM-12) in order to construct fee simple duplex homes. The applicant has been discussing the project with the surrounding community and determined single family homes are more desirable than duplex or townhomes at this location. The single family home cannot be constructed in C land use category utilizing flex units. This land use amendment will allow the single family units to be constructed and is consistent with the RM-12 zoning district. The current land use category is C (Commercial). The requested land use category is residential M (Medium) to be consistent with the remainder of the Habitat for Humanity project site.

F. Impact Analysis

Mrs. Barszewski stated that the proposed intensity of the amendment area is a net decrease over what is currently allowed under the city's adopted plan; the reduction in intensity is due to the elimination of the Commercial land use and replacing it with Residential. With the exception of parks/open space and education, the lesser intensity will result in a decrease in service impact.

F. Impact Analysis

Sanitary Sewer

Mrs. Barszewski stated that there is an expected decrease in sanitary sewer flows by 29,567 gallons per day. There is a letter verifying this information & the capacity of the County Wastewater treatment plant from the Broward County Public Works Department.

Potable Water

Mrs. Barszewski stated that the potable water is expected to decrease by 35,654 gallons per day. There is a confirmation from the City of Pompano Beach Engineering Division verifying the above information and stating that there is adequate capacity for this request.

Drainage

Mrs. Barszewski stated that the applicant states that the site will be designed to meet the minimum level of service required for drainage. A Drainage impact letter verifying the above information has been provided in the applicant's submittal.

Solid Waste

Mrs. Barszewski stated that solid waste will decrease by 17,595 pounds per day.

Recreation and Open Space

Mrs. Barszewski stated that the level of service standard for parks is 5 acres per 1,000 residents. The proposed change will generate the need for 0.19 of an acre of park area (5 acres/1000residents) and there is existing capacity in the city's park system to accommodate this demand.

For Traffic Circulation

Mrs. Barszewski stated that it is estimated that there would be a reduction of 19,163 average daily trips.

Public Education

Mrs. Barszewski stated that the proposed change would increase the demand on the public schools. The projected impact of the 44 units is approximately 20 students (split out into elementary, middle and high school facilities). In your report the tables show that each of these schools are currently under capacity and can handle the increased impact.

Land Use Compatibility

Mrs. Barszewski stated that the proposed Medium Residential Future Land use is compatible with the adjacent Medium Residential designation to the west and south, and its residential nature is more compatible than the Commercial designation has been with adjacent properties.

Mrs. Barszewski stated that furthermore, the zoning on the site is RM-12 which is not consistent with the current land use. The land use designation should be changed to residential in order to be consistent with the zoning. This project is part of an overall 9-acre residential project. In order for the residential site to be constructed with the remainder of the property as single family the land use amendment is required.

Consistency with Goals, Objectives and Policies of the City's Land Use Plan

Mrs. Barszewski stated that the proposed amendment is consistent with the following goals, objectives and policies of the Land Use Element of the Comprehensive Plan:

Goal

01.00.01 The attainment of a living environment which provides the maximum physical, economic and social wellbeing for the City and its residents through the thoughtful and planned use and control of the natural and man-made environments that discourages urban sprawl, is energy efficient and reduces greenhouse gas emissions.

Policies

01.03.05 All Land Use Plan Map amendments and rezonings shall provide for the orderly transition of varying residential land use designations.

01.03.04 Consider the preservation of established single family neighborhoods in all rezonings, land use plan amendments and site plan approvals.

01.03.05 Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.

01.03.11 Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.

- 01.06.01 Consider the impacts that land use amendments, rezonings or site plan approvals have on natural resources and historic properties.

- 01.06.12 Review all land use plan map amendments, rezonings and site plan applications to insure that there is sufficient potable water resources available and that they pose no noxious impacts to the Biscayne Aquifer.

- 01.07.21 Annually evaluate the effect of land development regulations and permitting on the affordability of housing and take appropriate actions to support the affordability of housing. Continue to implement the incentives for providing affordable housing currently in the land development regulations including the use of flex units for affordable housing and the expedited permit review process for developments primarily aimed at providing affordable housing.

- 01.07.22 The city's land development code shall include provisions to encourage or enable a variety of housing opportunities in varying price ranges, including housing for low and moderate income families in large scale residential developments.

- 01.08.01 Follow the recommendation of the Community Redevelopment Plans in all Land Use Plan amendments and rezonings.

Objective Urban Infill Criteria

- 01.12.00 Establish criteria which encourage development of urban infill and community redevelopment areas to promote economic development, increase housing opportunities and maximize the use of existing public facilities and services.

G. Recommendation of Approval

Mrs. Barszewski stated that staff recommends approval of the Land Use Plan Map Amendment from the current C Future Land Use designation to Medium Residential for the property legally described in Exhibit A.

ALTERNATIVE MOTIONS:

- 1) **Motion to recommend approval** of the Land Use Plan Map Amendment from the current C Future Land Use designation to M for the subject property. The approval is based upon the finding that the amendment is compatible with the goals, objectives and policies in the Comprehensive Plan, that have been read into the record.

- 2) **Motion to table** the requested Comprehensive Plan amendment to provide time for any issues raised by the Board, Staff, Applicant or the general public.

Any person who decides to appeal any decision of the PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. // kem

3) **Motion to recommend denial** as the Board finds the proposed land use change incompatible with the goals, objectives and policies that have been read into the record.

Mrs. Barszewski stated that the applicant is here if staff has any questions.

Jay Huebner (1489 W Palmetto Park Road Ste. 340 Boca Raton, FL 33486) introduced himself as the planner representing Habitat for Humanity. Mr. Huebner stated that the applicant is requesting a land use designation of Medium Residential because they cannot place single family homes on the property with the current Commercial designation. This residential land use designation will match the rest of the Habitat community, which is approximately nine acres in total. Mr. Huebner stated that they wish to place 3 and 4 bedroom single family homes on the property.

Jerry Mills asked if the applicant accepts all of staff's goals and policies. Mr. Huebner responded that the applicant does accept them.

Mr. Evans also asked if there are going to be twenty (20) units built or forty-four (44). Mr. Huebner stated that there will be twenty (20) units built. Mr. Huebner stated that the impact analysis in the staff report was done based on the maximum theoretical units that can be placed on the property, which is forty-four (44). However, there will only be twenty (20) units built.

Mr. Evans asked if there will be any recreational uses included in the new development. Mr. Huebner stated that this is a land use plan amendment and not a site plan, therefore they do not have specifics of the site plan with them today. Mr. Huebner also stated that this is a habitat for humanity project and they are building on individual single family lots. They do not have any public areas dedicated to public recreational facilities because the analysis shows that there are enough existing recreational facilities in the area. Mr. Evans asked what the analysis revealed. Mr. Huebner said there are enough parks in the area that have the capacity to support the number of children that will move into the area due to this project. Mr. Evans asked if this was accurate. Mr. Huebner responded that it is accurate. Mr. Huebner stated that the City has a calculation that looks at how many acres of recreational facilities are needed per person. Mrs. Barszewski stated that the applicant will have to provide a park impact fee for the single family residences. Mr. Huebner stated that these park impact fees will be paid at the time of development.

Mr. Evans asked Mr. Huebner what the approximate cost of the residential units will be. Perry Ecton (3564 N. Ocean Blvd. Fort Lauderdale, FL 33308) introduced himself to the board as the Executive Director of Habitat for Humanity of Broward. Mr. Ecton stated that, based on a market study completed 1.5 years ago, the estimated cost of the units will be \$150,000. Mr. Ecton stated that this price will be the minimum.

Walter Syrek asked if the land use change will cover about two (2) acres of the total nine (9) acres of Habitat for Humanity property in the area. Mr. Huebner confirmed. Mr. Syrek asked if the twenty (20) single family homes will just be built on the two (2) acres. Mr. Huebner confirmed. Mr. Syrek asked what will happen to the remaining seven (7) acres. Mr. Huebner stated that the entire property (all 9 acres) will be developed as a single family

Any person who decides to appeal any decision of the PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. // kem

home community, with seventy-eight (78) homes in total. Mr. Syrek asked which organizations or individuals in the neighborhood did the applicant speak to prior to this meeting. Mr. Huebner stated that they had several town hall meetings, including one at Blanche Ely High School. Mr. Huebner stated that essentially everyone within the 500 feet of the property showed up to the meeting. Mr. Huebner stated that through these meetings, they learned that single family homes was the direction the residents wanted to go in, so that is what they are doing.

Mr. Syrek asked if the property's zoning was RM-12. Mr. Huebner confirmed and restated that with this Land Use Plan Amendment, they are requesting to change from Commercial to Medium Residential (which allows 10-16 units per acre). Mr. Syrek asked if single family homes, duplex or townhomes are allowed in an RM-12. Mr. Huebner and Mrs. Barszewski confirmed.

Mr. Ecton stated that there should be a correction made to the location of the public hearing. It was not held at Blanch Ely High School, but at the community center. Mr. Syrek asked if they had any communication with the Sanders Park Homeowners Association. Mr. Ecton stated that he believes members of the association were at these meetings.

Jim Beeson asked if anyone from the audience would like to speak on this item. NO one answered.

MOTION was made by Jerry Mills and seconded by Richard Klosiewicz to recommend approval of the Future Land Use Map Amendment from C (Commercial) to M (Medium Residential). All voted in favor of the above motion; therefore the motion passed.

2. HABITAT FOR HUMANITY OF BROWARD, INC. / HABITAT FOR HUMANITY – LAND USE PLAN AMENDMENT
Planning and Zoning #15-92000002

Consideration of the proposed LAND USE PLAN AMENDMENT request by **HABITAT FOR HUMANITY OF BROWARD, INC.**, for the property located on both sides of NW 28th Avenue along NW 1st Street, approximately 230 feet north of W. Atlantic Boulevard, legally described as follows:

THE EAST 1/2 OF THE SOUTH 1/3 OF THE NORTH 3/5 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE EAST 25 FEET THEREOF, DEDICATED TO BROWARD COUNTY FOR PUBLIC ROAD PURPOSES.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THE WEST 1/2 OF THE SOUTH 1/3 OF THE NORTH 3/5 OF THE SE 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 48 SOUTH,

**SMALL SCALE LAND USE PLAN AMENDMENT
CITY OF POMPANO BEACH**

**HABITAT FOR HUMANITY
Southwest corner NW 15th Street and NW 6th Avenue**

COMMERCIAL C TO RESIDENTIAL M

PREPARED BY:

HSQ GROUP, INC.



FEBRUARY 2015

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EXHIBITS

SURVEY AND LEGAL DESCRIPTION	EXHIBIT A
LOCATION MAP	EXHIBIT B
TRAFFIC ITE CALCULATIONS	EXHIBIT C
WASTEWATER LETTER BROWARD COUNTY	EXHIBIT D
POTABLE WATER POMPANO BEACH	EXHIBIT E
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SOLID WASTE LETTER	EXHIBIT G
MASS TRANSIT LETTER	EXHIBIT H
PUBLIC SCHOOL LETTER	EXHIBIT I
LAND USE PLAN	EXHIBIT J
CONCEPTUAL SITE PLAN	EXHIBIT K

1. LETTER OF TRANSMITTAL

- A. Address whether the amendment is a small scale or large scale development activity (per Florida Statutes). Include acreage in this response.**

The total gross acreage of the commercial property is approximately 2.753 acres. This is a small scale land use amendment.

2. APPLICANT INFORMATION

- A. Name, address, telephone number and signature of the applicant.**

Perry Ecton
Executive Director
Habitat for Humanity
3564 North Ocean Blvd.
Fort Lauderdale, FL 33308

- B. Name, address, telephone number and signature of the agent.**

Jay Huebner, P.E., A.I.C.P.
HSQ Group, Inc.
1489 W. Palmetto Park Blvd.
Suite 340
Boca Raton, FL 33486

- C. Name, address, telephone number and notarized signature of the property owner.**

Perry Ecton
Habitat for Humanity
3564 North Ocean Blvd.
Fort Lauderdale, FL 33308

- D. City of Pompano Beach fee of \$3,290 for processing the amendment in accordance with the City's latest adopted fee schedule (this one is based on Jan. 1, 2014).**

Please find attached fee amount of \$3290.00.

E. Applicant's rationale for the amendment.

The applicant recently received a rezoning on the property from Commercial B-2 to RM-12 residential to construct duplex fee simple Habitat for Humanity homes. The applicant has been discussing the project with the surrounding community and determined single family homes are more desirable than duplex or townhomes at this location. The single family home cannot be constructed in City Commercial land use category utilizing flex units. This land use amendment will allow the residential single family units to be constructed and is consistent with the RM-12 residential zoning. The current land use category is Commercial C. The requested land use category is residential M (10-16 DU/AC) to be consistent with the remainder of the Habitat for Humanity project site.

3. AMENDMENT SITE DESCRIPTION

A. Concise written Description of the size and boundaries of the area proposed to be amended. (Legal)

ALL THAT PART OF THE NW ¼ OF THE NE ¼ OF THE NW ¼ LYING WEST OF AND ADJACENT TO NW 6TH AVENUE, LESS THE F.E.C. RAILROAD RIGHT OF WAY OF THE SOUTH 150 FEET AND NORTH 35 FEET WHICH HAS BEEN DEDICATED FOR ROAD RIGHT-OF-WAY OF NW 15TH STREET, ALL IN SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA;

AND

THE EAST 100 FEET OF THE E ½ OF THE NE ¼ OF THE NW ¼ OF THE NW ¼, EXCEPT THE SOUTH 150 FEET FOR FLORIDA EAST COAST RIGHT-OF-WAY AND EXCEPT THE NORTH 35 FEET THEREOF, DEDICATED FOR STREET RIGHT-OF-WAY, IN SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

B. Sealed survey including legal description of the area proposed to be amended. Additionally, the legal description must be provided in electronic WORD format.

See attached survey and legal description attached as Exhibit A.

C. Location map at a scale of 1" = 300' clearly indicating the location, boundaries and proposed land uses of the area to be amended. Other scales may be accepted at the discretion of the Development Services Director.

Please see attached location map as Exhibit B.

D. Traffic statement with max. land use analysis of existing vs. proposed uses.

The existing use of Commercial C maximum capacity is 449,669 square feet of commercial use. The proposed M 10-16 Du/Ac has a maximum unit count of 44 residential units. The daily trips generated by the commercial use is 19,280. The residential units generate 421 trips per day. The possible residential uses generate significantly lower traffic impacts compared to the possible commercial uses. See attached ITE generation calculations as exhibit C.

4. EXISTING AND PROPOSED USES

A. Current and proposed City of Pompano Beach Comprehensive Plan Future Land Use designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each designation.

The existing land use designation for the proposed site is Commercial C. The proposed land use designation is residential M (10-16 Du/Ac)

B. Current land use designations for the surrounding properties.

C.

Direction	Actual use	Land use category
North	Single family homes	(L) Low 1-5 DU/AC
West	Church	(M) 10-16 DU/AC
South	High School	(M) 10-16 DU/AC
East	Retail/ commercial	(C) Commercial

D. Current and proposed zoning for the amendment site.

The existing and proposed zoning is RM-12. The zoning was recently amended from Commercial B-2 to RM-12 in December 2014.

E. Existing use of amendment site and adjacent areas.

Direction	Actual use	Zoning district
North	Single family homes	RS-4
West	Church	CF
South	High School	B-2
East	Retail/ commercial	B-2

F. Proposed use of amendment site including square footage and/or dwelling unit count proposed for each parcel.

The proposed use of the amendment will allow a maximum of 16 units per gross acre. The amendment site is 2.753 gross acres allowing for a maximum of 44 residential units.

G. Maximum allowable development under existing designation for the site, including square footage for each non-residential use and/or dwelling units.

The existing commercial land use with the original B-2 zoning would allow for 449,669 square feet of commercial retail and office use on the 2.294 net acres of land.

H. Maximum allowable development under proposed designation for the site, including square footage for each non-residential use and/or dwelling units.

The maximum allowable development use under the proposed residential M (10-16 du/ac) is 44 units.

5. ANALYSIS OF PUBLIC FACILITIES AND SERVICES

The items below must be addressed to determine the impact of an amendment on existing and planned public facilities and services. If more than one amendment is submitted, calculations should be prepared on an individual and cumulative basis.

A. SANITARY SEWER ANALYSIS

i. Provide the adopted level of service and the current level of service.

The level of service for the current commercial use is 0.1 GPD per square foot of commercial building.

The level of service for residential single family is 350 GPD per residential unit.

ii. Identify the facilities serving the amendment area including the plant capacity, current demand on plant capacity and committed plant capacity.

The sanitary sewer is serviced by the City of Pompano Beach. The city pumps its sewer to Broward County wastewater treatment plant. The Broward County Plant capacity is 100 MGD. The current demand is 82 MGD. The plant has capacity for the land use amendment.

iii. Identify the additional demand resulting from this amendment – provide calculations including assumed demand per square foot or dwelling unit.

The existing commercial use demand is $449,669 \times 0.1 = 44,966$ GPD. The proposed residential use demand is $44 \times 350 = 15,400$ GPD. The land use amendment would result in a net decrease in demand of 29,566 GPD.

iv. Identify the projected plant capacity and demand for the short and long range planning horizons as identified within the adopted comprehensive plan provide demand projections and information regarding planned capacity expansions including year, identified funding sources and other relevant information.

The County plant capacity is 100 MGD. The future 2025 projected demand is 95 MGD.

Please see attached letter from Broward County Wastewater department with the requested information as exhibit D.

- v. **Identify the existing and planned service to site- provide information regarding existing and proposed trunk lines and lateral hookups to the amendment site.**

The site has an existing 8" gravity sewer system on NW 15th Street and NW 6th Avenue capable of serving the site sanitary needs.

See attached letter from the City of Pompano Beach Utility Department.

B. POTABLE WATER ANALYSIS

- i. **Provide the adopted level of service standard and the current level of service.**

The level of service for the current commercial use is 0.1 GPD per square foot of commercial building.

The level of service for residential single family is 350 GPD per residential unit.

- ii. **Identify the facilities serving the amendment area including the plant capacity, current demand and committed demand.**

The site is serviced by the City of Pompano Beach water treatment plant. The current plant capacity is 50 MGD. The committed demand is 13.1 MGD.

- iii. **Identify the wellfield serving the amendment area including the permitted capacity, remaining capacity and expiration date of the permit.**

The City currently has a SFWMD well permit for 17.75 MGD thru 2025. Please see attached letter from the City of Pompano Beach Utilities as Exhibit E.

- iv. **Identify the additional potable water demand resulting from this amendment provide calculations including assumed demand per square foot or dwelling unit.**

The existing commercial use demand is $449,669 \times 0.1 = 44,966$ GPD.

The proposed residential use demand is $44 \times 350 = 15,400$ GPD.

The land use amendment would result in a net decrease in demand of 29,566 GPD.

- v. **Identify the projected or planned capacity for the short and long range planning horizons as included within the adopted comprehensive plan - provide demand projections and information regarding planned plant capacity expansions including year, funding and other relevant information. If additional wellfields are planned, provide status including the status of any permit applications.**

- vi. The current plant capacity is 50 MGD with a SFWMD permit for 17.75 MGD. If the actual demand increases in the future, a permit for up to 50 MGD can be obtained. Please see attached letter from the City of Pompano Beach Utilities as Exhibit E.

- vii. **Identify the existing and planned service to site- provide information regarding existing and proposed trunk lines and water main hookups to the amendment site.**

The existing property has an existing 36" DIP water main on NW 15th Street and a 8" DIP water main on NW 6th Avenue to service the site potable water requirements.

C. DRAINAGE ANALYSIS

- i. **Provide the adopted level of service standard for the amendment area and current level of service.**

The site level of service standard requires the finish floor elevations to be above the 100 year flood elevation. The perimeter minimum elevation of the site must be above the 25-year, 3 day flood stage.

- ii. **Identify the facilities serving the service area in which the amendment is located.**

The site has an existing 48" drainage pipe on NW 15th Street and a 24" drainage pipe on NW 6th Avenue serving drainage requirements for the area.

- iii. **Identify any planned drainage improvements including year, funding sources and other relevant information.**

No planned drainage improvements by the City in the area. The on-site drainage system will be designed to meet the level of service required for drainage purposes.

- iv. **Indicate if a Basin Surface Water Management Plan has been approved by the South Florida Water Management District for the amendment area. Also, indicate if the Basin Surface Water Management Plan is currently undergoing review for modification.**

The property currently has not been approved by the SFWMD and is not under review at this time. The project will be permitted thru SFWMD and Broward County EPD as part of the permitting process.

- v. **If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm, natural and proposed land elevation, one hundred year flood elevation, acreage for proposed water management retention area, elevations for buildings, roads, and yards, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.**

The surrounding areas meet the level of service for drainage purposes. The proposed site development will be designed to meet the minimum level of service required for drainage purposes.

vi. Letter from the Drainage District verifying the above information (if applicable).

Please see the letter from Broward County EPD regarding the required drainage design parameters as exhibit F.

D. SOLID WASTE

i. Provide the adopted level of service standard and the current level of service.

The level of service for solid waste single family unit is 8.9 pounds per day. The level of service for commercial uses is 1 pound per 100 square feet.

ii. Identify the facilities serving the amendment area including the landfill/plant capacity, current demand on landfill/plant capacity and committed landfill/plant. The city of Pompano Beach provided garbage and recycling pick up for residential single family units. Commercial uses are required to use a solid waste and recycling company for solid waste disposal.

The garbage is disposed of at the Broward county land fill.

iii. Identify the additional demand resulting from this amendment-provide calculations including assumed demand per square foot or dwelling unit.

The existing use of 449,669 square feet of commercial equates to 4,496 pounds per day.

Residential use of 44 single family units x 8.9 = 392.

This results in a net decrease in solid waste demand of 4,104 pounds per day.

iv. Identify the projected landfill/plant capacity and demand for the short and long range planning horizons as identified within the adopted comprehensive plan provide demand projections and information regarding planned capacity expansions including year, identified funding sources and other relevant information.

The city has a contract with Waste Management to transport the garbage to the Monarch Hill land fill. The land fill has a capacity of 24,000,000 cubic yards and is projected future life capacity of 17 years. The land fill information and recycling is provided in the letter by the city of Pompano Beach as exhibit G.

v. Identify the existing and planned service to site.

The city of Pompano Beach will provide service to the proposed site twice a week.

vii. Letter from service provider verifying the above information.

See attached letter from the City of Pompano Beach as Exhibit G.

E. RECREATION AND OPEN SPACE ANALYSIS

i. Provide the adopted level of service standard and the current level of service.

The level of service required for the site is 2 acres per 1000 capita within the City of Pompano Beach.

ii. Identify the parks serving the amendment area including acreage and facility type, e.g. neighborhood, community or Regional Park.

The site currently has the following parks serving the future development:

1. Westside Park, Ely school – neighborhood park - 6.5 ac.
2. Pompano Beach municipal golf course – 63.75 ac.
3. Pompano Beach aquatics center – Community park
4. Quite water regional park – regional park
5. Kester field – 8.4 acres - neighborhood
6. Pompano Beach baseball park – community park

iii. Identify the additional need for park acreage resulting from this amendment.

The proposed development will generate 44 units x 3.5 persons per unit = 154 persons. The level of service of 2 acres per 1000 persons = 0.30 acres of park area.

iv. Identify the projected park needs for the short and long range planning horizons as identified within the adopted comprehensive plan- provide needed projections and information regarding planned capacity expansions including year, identified funding sources and other relevant information.

Based upon the current city population of 104,410 the total amount of parks required is 206.38 acres of park land. The city currently has 506.45 acres of park and recreational lands available. The additional demand of 0.30 acres does not exceed the amount of park land needed to meet the level of service per the city's policy.

F. MASS TRANSIT ANALYSIS

i. Provide the adopted level of service standard and the current level of service. Provide multi nodal transportation elements to the city.

ii. Identify the facilities serving the service area in which the amendment is located.

The site currently has a bus line route 20 on NW 6th Avenue. The bus stops at the site are every 45 minutes.

iii. Identify the additional demand resulting from this amendment.

The demand will be reduced from the current commercial uses to the proposed residential uses.

iv. Identify the projected mass transit capacity and demand for short and long range planning horizons as identified within the adopted comprehensive plan -provide demand projections and information

regarding planned capacity expansions including year, identified funding sources and other relevant information.

v. Identify the existing and planned service to site.

The site is supported by bus route 20. There are no future additional bus routes planned for the area.

vi. Letter from service provider verifying the above information.

Please see attached letter from Broward County transit as exhibit H.

G. PUBLIC EDUCATION ANALYSIS

i. Identify the existing public elementary and secondary education facilities serving the area in which the amendment is located.

The property is serviced by Sanders Park Elementary, Pompano Beach Middle School and Blanche Ely High School.

ii. Identify the existing school enrollment and permanent design capacity of the public elementary and secondary education facilities serving the area.

school	Gross capacity	Over/ under gross capacity	Permanent capacity	15/16 projections
Blanche Ely	3639	-1549	3473	2116
Pompano Beach	1235	-196	1037	1060
Sanders Park	773	-204	661	584

iii. Identify the additional student demand resulting from this amendment calculations should be based on generation rates provided by the School Board of Broward County and provide copy of the School Concurrency form.

The proposed amendment has 44 single family units.

school	Gross capacity	Over/ under gross capacity	Project student addition	School future enrollment
Blanche Ely	3639	-1549	6	2,122
Pompano Beach	1235	-196	5	1,065
Sanders Park	773	-204	11	595

- iv. **Identify the planned and/or funded improvements to serve the area in which the amendment is located, as included within the School Board's five-year capital plan- provide student demand projections and information regarding planned permanent design capacities and other relevant information.**

There are no improvements for these schools in the next 5 years. The schools projected enrollment is below the schools capacity.

- v. **Identify other public elementary and secondary school sites or alternative (such as site improvements, nominal fee lease options, shared use of public space for school purposes, etc.) not identified in Item #4 above, to serve the area in which the amendment is located.**

Please see letter from the Broward County School Board as Exhibit I.

6. ANALYSIS OF NATURAL AND HISTORIC RESOURCES

Indicate if the site contains, is located adjacent to or has the potential to adversely impact any of the natural and historic resource(s) listed below and, if so, how they will be protected or mitigated.

The site does not contain any natural or historic resources.

- A. Historic sites or districts on the National Register of Historic Places or locally designated historic sites.**

The site is not located on the historic site map or National register of historic places map.

- B. Archaeological sites listed on the Florida Master Site File.**

The site is not on the Florida Master site file.

- C. Wetlands as determined by the SFWMD, Army Corps of Engineers and the City of Pompano Beach.**

There are no wetlands on the site.

- D. Natural areas depicted in the Conservation Element of the Pompano Beach Comprehensive Plan. If yes, identify the numbers, types and geographic distribution of animal and plant materials and options for preserving in place or for mitigation pursuant to the City of Pompano Beach Land Development.**

The site is not located on any of the cities conservation maps.

- E. "Endangered" or "threatened species" or "species of special concern". If yes, identify the species and show the habitat location on the map.**

The site does not have any endangered or threatened species on it.

7. LAND USE COMPATIBILITY

Describe how the amendment is consistent with existing and proposed land uses in the area and what provisions have or will be made to ensure land use.

The land use change to residential is consistent with the surrounding residential properties. The zoning on the site is RM-12 which is not consistent with the current land use. The land use has to be changed to residential to make is consistent with the zoning. This projects is part of an overall 9 acre residential project. In order for the residential site to be constructed with the remainder of the property as single family the land use amendment is required.

8. HURRICANE EVACUATION ANALYSIS

Hurricane evacuation analysis based on the proposed amendment, considering the number of persons requiring evacuation, availability of hurricane shelter spaces, and evacuation routes and times.

The property is not within an evacuation area.

9. REDEVELOPMENT ANALYSIS

Indicate if the amendment is located in an identified redevelopment area. If so, describe how the amendment will facilitate redevelopment and promote existing redevelopment plans.

The property is within the redevelopment area. The property is currently vacant and due to the location of the site commercial development is not a sustainable use. The surrounding lands are residential allowing for a more compatible use. This property will be combined with the land to the west to complete the overall residential community for Habitat for Humanity.

10. CONSISTENCY WITH GOALS, OBJECTIVES AND POLICIES OF THE POMPANO BEACH COMPREHENSIVE PLAN

List of objectives and policies from the Pompano Beach Comprehensive Plan with which the proposed amendment is compatible.

CONSISTENCY WITH GOALS, OBJECTIVES AND POLICIES OF THE COUNTY LAND USE PLAN

POLICY 01.01 - Provide a range of housing opportunities and choices, including those in the "medium" to "high" densities where compatible with the physical location and services needs of residents in all age and income groups.

RESIDENTIAL USES:

OBJECTIVE 1.01.00 RESIDENTIAL DENSITIES AND PERMITTED USES IN RESIDENTIAL AREAS - Accommodate the projected population of Broward

County by providing adequate areas on the Future Broward County Land Use Plan Map (Series) intended primarily for residential development, but which also permit those non-residential uses that are compatible with and necessary to support residential neighborhoods.

POLICY 1.01.01 - Residential areas shall be designated on the future Broward County Land Use Plan Map (Series) consistent with those categories identified within the Residential Permitted Uses subsection of the Plan Implementation

Requirements section of the Broward County Land Use Plan. The categories limit the maximum number of dwelling units that can be built in any designated residential area.

POLICY 1.01.02 Permit those land uses within designated residential areas which are identified in the Residential Permitted Uses subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan.

OBJECTIVE 1.03.00 CORRELATION OF RESIDENTIAL DENSITIES WITH TRANSPORTATION FACILITIES - Correlate the impacts of residential development with the regional roadway network of Broward County and all existing and planned transit facilities to ensure the adequacy and safety of all transportation facilities.

POLICY 1.03.02 Residential densities in the Medium High and High ranges should be located with adequate access to major and minor arterials, expressways and mass transit routes.

OBJECTIVE 8.03.00 EFFICIENT USE OF URBAN SERVICES - Discourage urban sprawl and encourage a separation of urban and rural land uses by directing new development into areas where necessary regional and community facilities and services exist.

LAND USE AND TRANSPORTATION:

GOAL 12.00.00 - COORDINATE TRANSPORTATION AND LAND USE PLANNING ACTIVITIES TO ENSURE ADEQUATE FACILITIES AND SERVICES ARE AVAILABLE TO MEET THE EXISTING AND FUTURE NEEDS OF BROWARD COUNTY'S POPULATION AND ECONOMY.

POLICY 12.01.04 - Broward County and its local governments shall consider the individual and cumulative impacts of land use plan amendments on the existing and planned transportation facilities within the County.

CONSISTENCY WITH GOALS, OBJECTIVES, AND POLICIES OF THE CITY LAND USE PLAN

POLICY 01.01.05

Review proposals for new development to identify the cumulative impacts of the proposed development on public services and facilities.

POLICY 01.03.05

All Land Use Plan Map amendments and rezonings shall provide for the orderly transition of varying residential land use designations.

POLICY 01.03.06

Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.

POLICY 01.03.10

Support and promote hotels, motels and other tourist accommodations in designated residential, commercial and commercial recreation land use designations.

POLICY 01.03.11

Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezoning's.

POLICY 01.03.12

The following criteria may be used in evaluating rezoning requests:

1. Density;
2. Design;
3. Distance to similar development;
4. Existing adjoining uses;
5. Proposed adjoining uses;
6. Readiness for redevelopment of surrounding uses; and
7. Proximity to mass transit.

POLICY 01.16.01

The City shall emphasize re-development and infill, which concentrates the growth and intensifies the land uses consistent with the availability of existing urban services and infrastructure in order to conserve natural and man-made resources.

CONSISTENCY WITH GOALS, OBJECTIVES, AND POLICIES OF THE CITY LAND USE PLAN

POLICY 01.01.05

Review proposals for new development to identify the cumulative impacts of the proposed development on public services and facilities.

POLICY 01.03.05

All Land Use Plan Map amendments and re-zoning shall provide for the orderly transition of varying residential land use designations.

11. POPULATION PROJECTIONS

A. Population projections for the 20-year planning horizon (indicate year).

The current population as of 2013 is 104,410. The future projections for 2025 are 116,371.

B. Revised population projections resulting from the proposed land use.

The land use amendment will generate 154 persons. This population increase is consistent with the future population growth of the city.

C. Whether the proposed development (if it provides housing) is proposed to meet the housing needs of the projected population as identified within Pompano Beach Comprehensive Plan.

The proposed land use change will allow increase housing supply to help meet the future population projections in the future.

D. Using population projections for the 20-year planning horizon, demonstrate the effect of the proposed amendment on the land needed to accommodate the projected population.

The city has future population growth projections to increase the population by 11,961 people. To meet this projection, new housing must be created. This development will add housing for 154 people which is needed to accommodate the future population demand.

12. ADDITIONAL SUPPORT DOCUMENT

Other support documents or summary of support documents on which the application for amendments based.

Please see attached conceptual site plan for the overall community which includes the land use amendment parcel. This land use amendment area is part of an overall 9 acre residential community.

Please see attached city land use map for the surrounding area.

**BOUNDARY SURVEY
PORTION OF NW ¼ SECTION 35-48-42**

LEGAL DESCRIPTION

ALL THAT PART OF THE NW ¼ OF THE NE ¼ OF THE NW ¼ LYING WEST OF AND ADJACENT TO NW 6TH AVENUE, LESS THE F.E.C. RAILROAD RIGHT OF WAY OF THE SOUTH 150 FEET AND NORTH 35 FEET WHICH HAS BEEN DEDICATED FOR ROAD RIGHT-OF-WAY OF NW 15TH STREET, ALL IN SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA;

AND

THE EAST 100 FEET OF THE E ½ OF THE NE ¼ OF THE NW ¼ OF THE NW ¼, EXCEPT THE SOUTH 150 FEET FOR FLORIDA EAST COAST RIGHT-OF-WAY AND EXCEPT THE NORTH 35 FEET THEREOF, DEDICATED FOR STREET RIGHT-OF-WAY, IN SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

NOTES:

1. THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THERE HAVE BEEN NO UNDERGROUND IMPROVEMENTS LOCATED IN CONNECTION WITH THIS SURVEY, EXCEPT AS SHOWN.
3. RECORDING INFORMATION REFERS TO BROWARD COUNTY PUBLIC RECORDS UNLESS OTHERWISE INDICATED.
4. THE AREA OF THIS PROPERTY IS 99,924 SQUARE FEET MORE OR LESS.
5. THE MEASURED DISTANCES ARE IN SUBSTANTIAL AGREEMENT WITH THE UNDERLYING PLAT UNLESS NOTED OTHERWISE.
6. THE SUBJECT PROPERTY HAS ACCESS TO NW 6TH AVENUE, AND NW 15TH STREET, PUBLIC RIGHT OF WAY.
7. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT(S) UNLESS OTHERWISE INDICATED.
8. THE LEGAL DESCRIPTION SHOWN HEREON WAS OBTAINED FROM THE CLERK OF COURTS.

ABBREVIATIONS:

A	= ARC LENGTH	MON.	= MONUMENT
B.C.R.	= BROWARD COUNTY RECORDS	P.B.	= PLAT BOOK
CONC.	= CONCRETE	PG	= PAGE
D	= DELTA (CENTRAL ANGLE)	RW	= RIGHT-OF-WAY
D.E.	= DRAINAGE EASEMENT	SIRC	= SET IRON ROD AND CAP
FIP	= FOUND IRON PIPE	U.E.	= UTILITY EASEMENT
L	= LENGTH		

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS CONTAINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DANIEL C. LAAK
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS5118



HSQ GROUP, INC.
Engineers • Planners • Surveyors
1489 West Paimetto Park Rd., Suite 340
Boca Raton, Florida 33486 • 561 397 0221
CA26258 • LB7924

PROJECT: **HABITAT ABYSSINIAN**

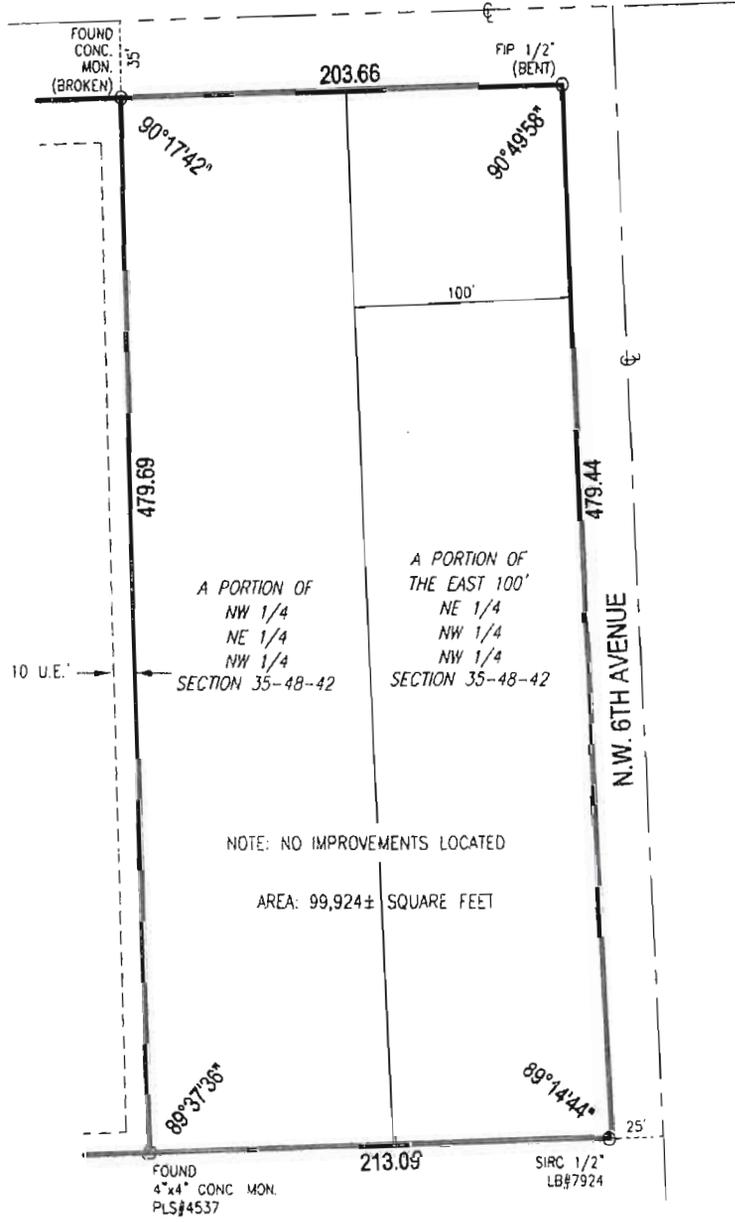
PROJECT NO.: 1406-34

DATE: 7/7/14

SHEET 1 OF 2



N.W. 15TH STREET



PARCEL "A"
 ABYSSINIAN BAPTIST CHURCH OF CHRIST
 (P.B. 167, PG. 22, B.C.R.)

F.E.C. RAILROAD RIGHT-OF-WAY

LEGEND:
 @ CENTERLINE

BOUNDARY SURVEY	7/7/14	GTW	DCL	13/44
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: HABITAT ABYSSINIAN			SCALE: 1" = 80'	
PROJECT NO.: 1406-34			SHEET 2 OF 2	

EXHIBIT A

Instructions:

Enter Numbers into the "Expected Units" in the Corresponding Yellow Column

Trip Generation Rates from the 8th Edition ITE Trip Generation Report

NA: Not Available
 DU: Dwelling Unit
 Occ.Room: Occupied Room
 KSF²: Units of 1,000 square feet
 Fuel Position: # of vehicles that could be fueled simultaneously

Description / ITE Code	Units	PM Peak Period Rate	% PM In	% PM Out	Expected Units (Independent variable)	Calculated Daily Trips	PM Peak Trips - Total	PM In	PM Out
Waterport/Marine Terminal 010	Berths	NA	NA	NA		0	NA	NA	NA
Commercial Airport 021	Employees	0.80	54%	48%		0	0	NA	NA
Commercial Airport 021	Avg Flights/Day	5.75	56%	44%		0	0	NA	NA
Commercial Airport 021	Com. Flights/Day	6.88	54%	46%		0	0	NA	NA
General Aviation Airport 022	Employees	1.03	45%	55%		0	0	NA	NA
General Aviation Airport 022	Avg. Flights/Day	NA	NA	NA		0	NA	NA	NA
General Aviation Airport 022	Based Aircraft	0.37	45%	55%		0	0	NA	NA
Truck Terminal 030	Acres	6.55	43%	57%		0	0	NA	NA
Park&Ride w/ Bus Service 090	Parking Spaces	0.62	22%	78%		0	0	NA	NA
Park&Ride w/ Bus Service 090	Occ. Spaces	0.81	28%	72%		0	0	NA	NA
Light Rail Station w/ Park 093	Parking Space	1.24	58%	42%		0	0	NA	NA
Light Rail Station w/ Park 093	Occ. Spaces	1.33	58%	42%		0	0	NA	NA
General Light Industrial 110	KSF ²	0.97	12%	88%		0	0	NA	NA
General Light Industrial 110	Employees	0.42	21%	79%		0	0	NA	NA
General Heavy Industrial 120	KSF ²	0.68	NA	NA		0	0	NA	NA
General Heavy Industrial 120	Employees	0.88	NA	NA		0	0	NA	NA
Industrial Park 130	KSF ²	0.86	21%	79%		0	0	NA	NA
Industrial Park 130	Employees	0.46	20%	80%		0	0	NA	NA
Manufacturing 140	KSF ²	0.74	36%	64%		0	0	NA	NA
Manufacturing 140	Employees	0.36	44%	56%		0	0	NA	NA
Warehousing 150	KSF ²	0.32	25%	75%		0	0	NA	NA
Warehousing 150	Employees	0.59	35%	65%		0	0	NA	NA
Mini Warehouse 151	KSF ²	0.26	51%	49%		0	0	NA	NA
Mini Warehouse 151	Storage Units	0.02	NA	NA		0	0	NA	NA
Mini Warehouse 151	Employees	6.04	52%	48%		0	0	NA	NA
High-Cube Warehouse 152	KSF ²	0.10	33%	67%		0	0	NA	NA
High-Cube Warehouse 152	Employees	0.66	35%	65%		0	0	NA	NA
Utilities 170	KSF ²	0.76	45%	55%		0	0	NA	NA
Utilities 170	Employees	0.76	90%	10%		0	0	NA	NA
Single Family Homes 210	DU	1.01	63%	37%	44.0	421	44	28	16
Single Family Homes 210	Vehicles	0.67	66%	34%		0	0	NA	NA
Apartment 220	DU	0.62	65%	35%		0	0	NA	NA
Apartment 220	Persons	0.40	NA	NA		0	0	NA	NA
Apartment 220	Vehicles	0.60	NA	NA	0.0	0	0	NA	NA
Low Rise Apartment 221	Occ.DU	0.58	65%	35%	0.0	0	0	NA	NA
High Rise Apartment 222	DU	0.35	61%	39%	0.0	0	0	NA	NA
Mid-Rise Apartment 223	DU	0.39	58%	42%	0.0	0	0	NA	NA
Rental Townhouse 224	DU	0.72	51%	49%	0.0	0	0	NA	NA
Resd. Condo/Townhouse 230	DU	0.52	67%	33%	0.0	0	0	NA	NA
Resd. Condo/Townhouse 230	Persons	0.24	67%	33%		0	0	NA	NA
Low Rise Resd. Condo 231	DU	0.78	58%	42%		0	0	NA	NA
High Rise Resd. Condo 232	DU	0.38	62%	38%	0.0	0	0	NA	NA
Luxury Condo/Townhouse 233	Occ. DU	0.55	63%	37%	0.0	0	0	NA	NA
Mobile Home Park 240	DU	0.59	62%	38%		0	0	NA	NA
Mobile Home Park 240	Persons	0.26	63%	37%		0	0	NA	NA
Retirement Community 250	DU	0.27	56%	44%		0	0	NA	NA
Elderly Housing-Detached 251	DU	0.27	61%	39%		0	0	NA	NA
Congregate Care Facility 253	Occ.DU	0.17	56%	44%		0	0	NA	NA
Elderly Housing- Attached 252	Occ.DU	0.16	60%	40%		0	0	NA	NA
Recreational Homes 260	DU	0.26	41%	59%		0	0	NA	NA
Residential PUD 270	DU	0.62	65%	35%		0	0	NA	NA
Hotel 310	Occ. Room	0.70	49%	51%		0	0	NA	NA
Hotel 310	Rooms	0.59	53%	47%		0	0	NA	NA
Hotel 310	Employees	0.80	54%	46%		0	0	NA	NA

Residential Use

EXHIBIT C

Church 560	KSF ²	0.55	48%	52%	0	0	NA	NA	
Synagogue 561	KSF ²	1.69	47%	53%	0	0	NA	NA	
Daycare Center 565	KSF ²	12.46	47%	53%	0	0	NA	NA	
Daycare Center 565	Students	0.82	47%	53%	0	0	NA	NA	
Daycare Center 565	Employees	4.79	47%	53%	0	0	NA	NA	
Cemetery 566	Employees	7.00	33%	67%	0	0	NA	NA	
Prison 571	KSF ²	2.91	NA	NA	0	0	NA	NA	
Prison 571	Employees	0.23	28%	72%	0	0	NA	NA	
Library 590	KSF ²	7.30	48%	52%	0	0	NA	NA	
Library 590	Employees	5.40	47%	53%	0	0	NA	NA	
Lodge/Fraternal Organization 591	Members	0.03	NA	NA	0	0	NA	NA	
Lodge/Fraternal Organization 591	Employees	4.05	NA	NA	0	0	NA	NA	
Hospital 610	KSF ²	1.14	42%	58%	0	0	NA	NA	
Hospital 610	Beds	1.31	36%	64%	0	0	NA	NA	
Hospital 610	Employees	0.33	31%	69%	0	0	NA	NA	
Nursing Home 620	Beds	0.22	33%	67%	0	0	NA	NA	
Nursing Home 620	Employees	NA	26%	74%	0	NA	NA	NA	
Clinic 630	KSF ²	5.18	NA	NA	0	0	NA	NA	
Clinic 630	Employees	1.23	41%	59%	0	0	NA	NA	
General Office 710 (Equation)	KSF²	Equation	17%	83%	0	0	NA	NA	
General Office 710	KSF ²	1.49	17%	83%	0	0	NA	NA	
Corporate Headquarters 714	KSF ²	1.40	10%	90%	0	0	NA	NA	
Corporate Headquarters 714	Employees	1.40	10%	90%	0	0	NA	NA	
Single Tenant Office Bldg 715	KSF ²	1.72	15%	85%	0	0	NA	NA	
Single Tenant Office Bldg 715	Employees	0.50	15%	85%	0	0	NA	NA	
Medical Dental Office 720	KSF ²	3.46	27%	73%	0	0	NA	NA	
Medical Dental Office 720	Employees	1.06	34%	66%	0	0	NA	NA	
Government Office Building 730	KSF ²	1.21	31%	69%	0	0	NA	NA	
Government Office Building 730	Employees	1.91	74%	26%	0	0	NA	NA	
State Motor Vehicles Dept. 731	KSF ²	17.09	NA	NA	0	0	NA	NA	
State Motor Vehicles Dept. 731	Employees	4.58	NA	NA	0	0	NA	NA	
US Post Office 732	KSF ²	11.12	51%	49%	0	0	NA	NA	
US Post Office 732	Employees	2.84	51%	49%	0	0	NA	NA	
Gov. Office Complex 733	KSF ²	2.85	31%	69%	0	0	NA	NA	
Gov. Office Complex 733	Employees	0.79	31%	69%	0	0	NA	NA	
R&D Center 760	KSF ²	1.07	15%	85%	0	0	NA	NA	
R&D Center 760	Employees	0.41	10%	90%	0	0	NA	NA	
Building Materials/Lumber 812	KSF ²	4.49	47%	53%	0	0	NA	NA	
Building Materials/Lumber 812	Employees	2.77	51%	49%	0	0	NA	NA	
Free-Standing Discount Superstore 813	KSF ²	4.61	49%	51%	0	0	NA	NA	
Free-Standing Discount Store 815	KSF ²	5.00	50%	50%	0	0	NA	NA	
Free-Standing Discount Store 815	Employees	3.48	50%	50%	0	0	NA	NA	
Hardware/Paint Store 816	KSF ²	4.84	47%	53%	0	0	NA	NA	
Hardware/Paint Store 816	Employees	5.05	NA	NA	0	0	NA	NA	
Nursery (Garden Center) 817	KSF ²	3.80	NA	NA	0	0	NA	NA	
Nursery (Garden Center) 817	Employees	1.99	NA	NA	0	0	NA	NA	
Nursery (Wholesale) 818	KSF ²	5.17	NA	NA	0	0	NA	NA	
Nursery (Wholesale) 818	Employees	0.47	NA	NA	0	0	NA	NA	
Shopping Center 820 (Equation)	KSF²	Equation	49%	51%	0	0	NA	NA	
Shopping Center 820 Rate	KSF ²	3.37	49%	51%	449.0	19,280	1,513	741	772
Factory Outlet Center 823	KSF ²	2.29	47%	53%	0	0	NA	NA	
Quality Restaurant 931	KSF ²	7.49	67%	33%	0	0	NA	NA	
Quality Restaurant 931	Seats	0.26	67%	33%	0	0	NA	NA	
High Turnover/Sit Down Rest 932	KSF ²	11.15	59%	41%	0	0	NA	NA	
High Turnover/Sit Down Rest 932	Seats	0.41	57%	43%	0	0	NA	NA	
Fast Food w/o Drive Thru 933	KSF ²	26.15	51%	49%	0	0	NA	NA	
Fast Food w/o Drive Thru 933	Seats	2.13	64%	36%	0	0	NA	NA	

Commercial use

EXHIBIT C



February 8, 2015

Mr. LECH S. NAGODA
Broward County Office of Environmental Services
2555 W. Copans Road
Pompano Beach, FL 33069

Re: **HABITAT PROPERTY LUPA – NW 15TH STREET AND NW 6TH AVENUE**
HSQ Project Number: **1406-34**

Dear Lech:

Habitat for Humanity is developing the 2.753 acre property located at the Southwest corner of NW 15th Street and NW 6th Avenue. The developer is seeking a land use plan amendment (LUPA) to change the land use from Commercial (C) to Residential M (10-16 DU/AC). As part of the land use amendment application, the following information must be provided to insure the land use change does not have any adverse effects on the public service elements serving the site. The existing commercial land use designation could support a 449,669 commercial retail/ office and the proposed residential land use designation could support 44 single family units. The anticipated responses to each question has been provided. Please confirm the information and provide any additional information as necessary. A location map is attached for your use. Please provide information required as follows:

SANITARY SEWER ANALYSIS

- i. Provide the adopted level of service and the current level of service.**
The level of service for the current commercial use is **0.1 GPD per square foot of commercial building.**
The level of service for residential single family is 350 GPD per residential unit.
- ii. Identify the facilities serving the amendment area including the plant capacity, current demand on plant capacity and committed plant capacity.**
The sanitary sewer is serviced by the City of Pompano Beach. The city pumps its sewer to Broward County wastewater treatment plant.
The Broward County Plant capacity is 100 MGD. The current demand is 82 MGD. The plant has capacity for the land use amendment.
- iii. Identify the additional demand resulting from this amendment – provide calculations including assumed demand per square foot or dwelling unit.**
The existing commercial use demand is $449,669 \times 0.1 = 44,966$ GPD.
The proposed residential use demand is $44 \times 350 = 15,400$ GPD.
The land use amendment would result in a net decrease in demand of 29,566 GPD.



HSQ GROUP, INC.
Consulting Engineers • Planners • Transportation
1489 W. Palmetto Park Road, Suite 340
Boca Raton, FL. 33486
(561) 392-0221 Phone • (561) 392-6458 Fax

iv. Identify the projected plant capacity and demand for the short and long range planning horizons as identified within the adopted comprehensive plan provide demand projections and information regarding planned capacity expansions including year, identified funding sources and other relevant information.

The County plant capacity is 100 MGD. The future 2025 projected demand is 95 MGD.

Please see attached letter from Broward County Wastewater department with the requested information as exhibit D.

v. Identify the existing and planned service to site- provide information regarding existing and proposed trunk lines and lateral hookups to the amendment site.

The site has an existing 8" gravity sewer system on NW 15th Street and NW 6th Avenue capable of serving the site sanitary needs.

If you have any questions or require additional information please do not hesitate to contact my office.

Sincerely,
HSQ GROUP, INC.

A handwritten signature in blue ink that reads 'Jay Huebner'.

Jay Huebner, P.E., A.I.C.P., LEED AP
Principal



February 8, 2015

Mrs. Alessandra Delfico, P.E.
City of Pompano Utilities Dept.
100 West Atlantic Boulevard
Pompano Beach, FL 33060

Re: **HABITAT PROPERTY LUPA – NW 15TH STREET AND NW 6TH AVENUE**
HSQ Project Number: **1406-34**

Dear Alessandra:

Habitat for Humanity is developing the 2.753 acre property located at the Southwest corner of NW 15th Street and NW 6th Avenue. The developer is seeking a land use plan amendment (LUPA) to change the land use from Commercial (C) to Residential M (10-16 DU/AC). As part of the land use amendment application, the following information must be provided to insure the land use change does not have any adverse effects on the public service elements serving the site. The existing commercial land use designation could support a 449,669 commercial retail/ office and the proposed residential land use designation could support 44 single family units. The anticipated responses to each question has been provided. Please confirm the information and provide any additional information as necessary. A location map is attached for your use. Please provide information required as follows:

SANITARY SEWER ANALYSIS

- i. Provide the adopted level of service and the current level of service.**
The level of service for the current commercial use is 0.1 GPD per square foot of commercial building.
The level of service for residential single family is 350 GPD per residential unit.
- ii. Identify the facilities serving the amendment area including the plant capacity, current demand on plant capacity and committed plant capacity.**
The sanitary sewer is serviced by the City of Pompano Beach. The city pumps its sewer to Broward County wastewater treatment plant.
The Broward County Plant capacity is 100 MGD. The current demand is 82 MGD. The plant has capacity for the land use amendment.
- iii. Identify the additional demand resulting from this amendment – provide calculations including assumed demand per square foot or dwelling unit.**
The existing commercial use demand is $449,669 \times 0.1 = 44,966$ GPD.
The proposed residential use demand is $44 \times 350 = 15,400$ GPD.
The land use amendment would result in a net decrease in demand of 29,566 GPD.



HSQ GROUP, INC.
Consulting Engineers • Planners • Transportation
1489 W. Palmetto Park Road, Suite 340
Boca Raton, FL. 33486
(561) 392-0221 Phone • (561) 392-6458 Fax

iv. Identify the projected plant capacity and demand for the short and long range planning horizons as identified within the adopted comprehensive plan provide demand projections and information regarding planned capacity expansions including year, identified funding sources and other relevant information.

The County plant capacity is 100 MGD. The future 2025 projected demand is 95 MGD.

Please see attached letter from Broward County Wastewater department with the requested information as exhibit D.

v. Identify the existing and planned service to site- provide information regarding existing and proposed trunk lines and lateral hookups to the amendment site.

The site has an existing 8" gravity sewer system on NW 15th Street and NW 6th Avenue capable of serving the site sanitary needs.

See attached letter from the City of Pompano Beach Utility Department.

If you have any questions or require additional information please do not hesitate to contact my office.

Sincerely,
HSQ GROUP, INC.

A handwritten signature in blue ink that reads 'Jay Huebner'.

Jay Huebner, P.E., A.I.C.P., LEED AP
Principal

February 12, 2015

Mr. Jay Huebner
HSQ GROUP, INC.
1489 West Palmetto Park Road
Suite 340
Boca Raton, Florida 33486

RE: Habitat Property LUPA NW 15th Street and NW 6th Ave
HSQ Project 1406-34

Dear Mr. Huber,

I have reviewed your analysis of the water and sanitary sewer for the property at NW 15th Street and NW 6th Avenue Habitat for Humanity is developing. I agree with your analysis that the Land Use change from Commercial to Residential M (10-16 DU/ AC) will not be detrimental.

The site is served by an 8" gravity sewer and 8" potable water main as shown on the attached map. The sanitary sewer transmission system is operated by the City of Pompano Beach, The wastewater is treated by Broward County Water and Wastewater services.

The Pompano water plant capacity is 50 MGD, the consumptive use permit raw water withdrawal is 17.75 MGD. The average daily use over the past year is 13.33 MG it is plant number 4061129

Sincerely,



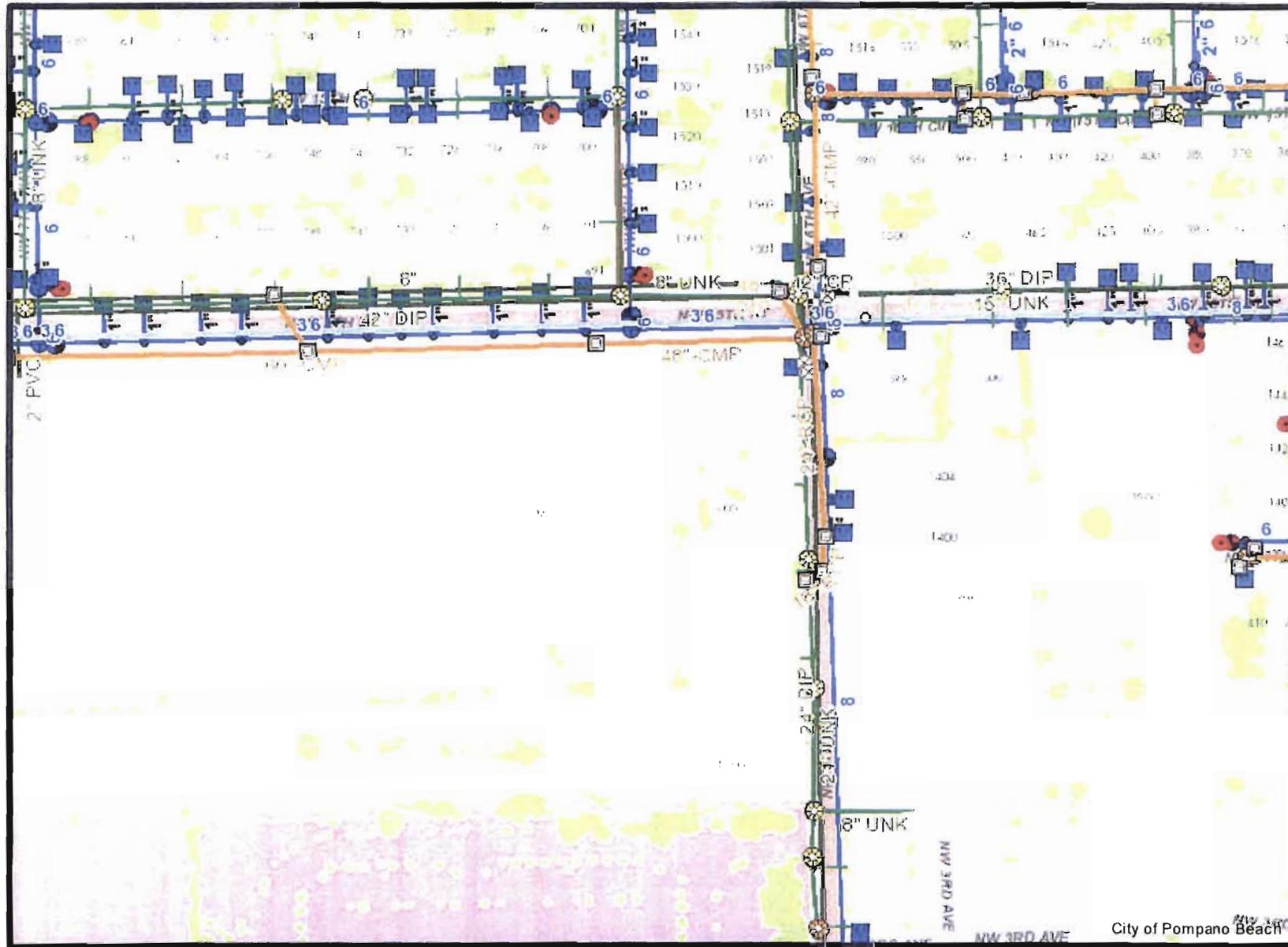
Alessandra Delfico PE CFM
City Engineer

EXHIBIT E

Pompano Utility Map



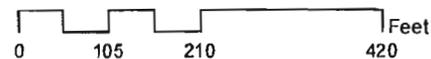
EXHIBIT E



- Legend**
- Raw Water
 - Final Potential
 - Well Sites
 - <all other values>
 - Discharge Structure
 - Diversion Chamber
 - Diversion Point
 - Junction Chamber
 - Lift Station
 - Production Well
 - Pump Station
 - Split Manhole
 - Storage Basin
 - Tide Chamber
 - Treatment Plant
 - Storm System Valves
 - Storm Control Valves
 - Storm Inlets
 - Storm Discharge Points
 - Storm Clean Outs
 - Storm Manholes

Author: NW 15th Street and NW 6th AV

Date: 2/11/2015



This product has been compiled from various source data from the City of Pompano Beach. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. The City of Pompano Beach assumes no responsibility for any use of the information contained herein or any loss resulting there from.



February 8, 2015

Mrs. Alessandra Delfico, P.E.
City of Pompano Utilities Dept.
100 West Atlantic Boulevard
Pompano Beach, Fl 33060

Re: **HABITAT PROPERTY LUPA – NW 15TH STREET AND NW 6TH AVENUE**
HSQ Project Number: **1406-34**

Dear Alessandra:

Habitat for Humanity is developing the 2.753 acre property located at the Southwest corner of NW 15th Street and NW 6th Avenue. The developer is seeking a land use plan amendment (LUPA) to change the land use from Commercial (C) to Residential M (10-16 DU/AC). As part of the land use amendment application, the following information must be provided to insure the land use change does not have any adverse effects on the public service elements serving the site. The existing commercial land use designation could support a 449,669 commercial retail/ office and the proposed residential land use designation could support 44 single family units. The anticipated responses to each question has been provided. Please confirm the information and provide any additional information as necessary. A location map is attached for your use. Please provide information required as follows:

A. POTABLE WATER ANALYSIS

i. Provide the adopted level of service standard and the current level of service.

The level of service for the current commercial use is 0.1 GPD per square foot of commercial building.

The level of service for residential single family is 350 GPD per residential unit.

ii. Identify the facilities serving the amendment area including the plant capacity, current demand and committed demand.

The site is serviced by the City of Pompano Beach water treatment plant. The current plant capacity is 50 MGD. The committed demand is 13.1 MGD.

iii. Identify the wellfield serving the amendment area including the permitted capacity, remaining capacity and expiration date of the permit.

The City currently has a SFWMD well permit for 17.75 MGD thru 2025.

Please see attached letter from the City of Pompano Beach Utilities as Exhibit E.

iv. Identify the additional potable water demand resulting from this amendment provide calculations including assumed demand per square foot or dwelling unit.

The existing commercial use demand is $449,669 \times 0.1 = 44,966$ GPD.

The proposed residential use demand is $44 \times 350 = 15,400$ GPD.

The land use amendment would result in a net decrease in demand of 29,566 GPD.



HSQ GROUP, INC.
Consulting Engineers • Planners • Transportation
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Boca Raton, FL. 33486
(561) 392-0221 Phone • (561) 392-6458 Fax

- v. **Identify the projected or planned capacity for the short and long range planning horizons as included within the adopted comprehensive plan - provide demand projections and information regarding planned plant capacity expansions including year, funding and other relevant information. If additional wellfields are planned, provide status including the status of any permit applications.**
- vi. The current plant capacity is 50 MGD with a SFWMD permit for 17.75 MGD. If the actual demand increases in the future, a permit for up to 50 MGD can be obtained. Please see attached letter from the City of Pompano Beach Utilities as Exhibit E.
- vii. **Identify the existing and planned service to site- provide information regarding existing and proposed trunk lines and water main hookups to the amendment site.**
The existing property has an existing 36" DIP water main on NW 15th Street and a 8" DIP water main on NW 6th Avenue to service the site potable water requirements.

If you have any questions or require additional information please do not hesitate to contact my office.

Sincerely,
HSQ GROUP, INC.

A handwritten signature in blue ink that reads 'Jay Huebner'.

Jay Huebner, P.E., A.I.C.P., LEED AP
Principal



Public Works Department – Water and Wastewater Services
WATER MANAGEMENT DIVISION

2555 West Copans Road • Pompano Beach Florida 33069 • PHONE: 954-831-0751 • FAX: 954 831-3285

Jay Huebner
HSQ Group, Inc.
1489 W. Palmetto Park Road, Suit 340
Boca Raton, Fl. 33486

FROM: Joe Heilman
Broward County Water Management Division

SUBJECT: Habitat Property LUPA- NW 15st St & NW 6th Ave

Mr. Huebner,

The information in your LUPA package is essentially correct. The Water Management Division has no objection to this LUPA.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Heilman", with a long, sweeping horizontal stroke extending to the right.

Joe Heilman
Natural Resource Specialist II
Broward County Water Management Division
2555 W. Copans Road, Pompano Beach, FL 33069
Office:(954)-831-0764
Fax:(954) 831-3285
E-mail: JHeilman@Broward.org

February 11, 2015

EXHIBIT F



February 8, 2015

MRS. ASHLEY RESTA, P.E.
Broward County Environmental Protection & Growth Management Dept.
One N. University Drive, Suite 201A
Plantation, FL 33324

Re: **HABITAT PROPERTY LUPA – NW 15TH STREET AND NW 6TH AVENUE**
HSQ Project Number: **1406-34**

Dear Ashley:

Habitat for Humanity is developing the 2.753 acre property located at the Southwest corner of NW 15th Street and NW 6th Avenue. The developer is seeking a land use plan amendment (LUPA) to change the land use from Commercial (C) to Residential M (10-16 DU/AC). As part of the land use amendment application, the following information must be provided to insure the land use change does not have any adverse effects on the public service elements serving the site. The existing commercial land use designation could support a 449,669 commercial retail/ office and the proposed residential land use designation could support 44 single family units. The anticipated responses to each question has been provided. Please confirm the information and provide any additional information as necessary. A location map is attached for your use. Please provide information required as follows:

A. DRAINAGE ANALYSIS

i. Provide the adopted level of service standard for the amendment area and current level of service.

The site level of service standard requires the finish floor elevations to be above the 100 year flood elevation. The perimeter minimum elevation of the site must be above the 25-year, 3 day flood stage.

ii. Identify the facilities serving the service area in which the amendment is located.

The site has an existing 48" drainage pipe on NW 15th Street and a 24" drainage pipe on NW 6th Avenue serving drainage requirements for the area.

iii. Identify any planned drainage improvements including year, funding sources and other relevant information.

No planned drainage improvements by the City in the area. The on- site drainage system will be designed to meet the level of service required for drainage purposes.

iv. Indicate if a Basin Surface Water Management Plan has been approved by the South Florida Water Management District for the amendment area. Also, indicate if the Basin Surface Water Management Plan is currently undergoing review for modification.



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Consulting Engineers • Planners • Transportation
1489 W. Palmetto Park Road, Suite 340
Boca Raton, FL. 33486
(561) 392-0221 Phone • (561) 392-6458 Fax

The property currently has not been approved by the SFWMD and is not under review at this time. The project will be permitted thru SFWMD and Broward County EPD as part of the permitting process.

- v. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm, natural and proposed land elevation, one hundred year flood elevation, acreage for proposed water management retention area, elevations for buildings, roads, and yards, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

The surrounding areas meet the level of service for drainage purposes. The proposed site development will be designed to meet the minimum level of service required for drainage purposes.

If you have any questions or require additional information please do not hesitate to contact my office.

Sincerely,
HSQ GROUP, INC.

A handwritten signature in blue ink that reads 'Jay Huebner'.

Jay Huebner, P.E., A.I.C.P., LEED AP
Principal



February 8, 2015

Mr. Russ Ketchum

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

Re: **HABITAT PROPERTY LUPA – NW 15TH STREET AND NW 6TH AVENUE**
HSQ Project Number: **1406-34**

Dear Russ:

Habitat for Humanity is developing the 2.753 acre property located at the Southwest corner of NW 15th Street and NW 6th Avenue. The developer is seeking a land use plan amendment (LUPA) to change the land use from Commercial (C) to Residential M (10-16 DU/AC). As part of the land use amendment application, the following information must be provided to insure the land use change does not have any adverse effects on the public service elements serving the site. The existing commercial land use designation could support a 449,669 commercial retail/ office and the proposed residential land use designation could support 44 single family units. The anticipated responses to each question has been provided. Please confirm the information and provide any additional information as necessary. A location map is attached for your use. Please provide information required as follows:

A. SOLID WASTE

- i. **Provide the adopted level of service standard and the current level of service.**
The level of service for solid waste single family unit is 8.9 pounds per day.
The level of service for commercial uses is 1 pound per 100 square feet.
- ii. **Identify the facilities serving the amendment area including the landfill/plant capacity, current demand on landfill/plant capacity and committed landfill/plant. The city of Pompano Beach provided garbage and recycling pick up for residential single family units. Commercial uses are required to use a solid waste and recycling company for solid waste disposal.**
The garbage is disposed of at the Broward county land fill.
- iii. **Identify the additional demand resulting from this amendment- provide calculations including assumed demand per square foot or dwelling unit.**
The existing use of 449,669 square feet of commercial equates to 4,496 pounds per day.
Residential use of 44 single family units x 8.9 = 392.
This results in a net decrease in solid waste demand of 4,104 pounds per day.



HSQ GROUP, INC.

Consulting Engineers • Planners • Transportation

1489 W. Palmetto Park Road, Suite 340

Boca Raton, FL. 33486

(561) 392-0221 Phone • (561) 392-6458 Fax

- iv. **Identify the projected landfill/plant capacity and demand for the short and long range planning horizons as identified within the adopted comprehensive plan provide demand projections and information regarding planned capacity expansions including year, identified funding sources and other relevant information.**

The city has a contract with Waste Management to transport the garbage to the Monarch Hill land fill. The land fill has a capacity of 24,000,000 cubic yards and is projected future life capacity of 17 years. The land fill information and recycling is provided in the letter by the city of Pompano Beach as exhibit G.

- v. **Identify the existing and planned service to site.**

The city of Pompano Beach will provide service to the proposed site twice a week.

If you have any questions or require additional information please do not hesitate to contact my office.

Sincerely,
HSQ GROUP, INC.

A handwritten signature in blue ink that reads 'Jay Huebner'.

Jay Huebner, P.E., A.I.C.P., LEED AP
Principal



February 8, 2015

Mrs. ARETHIA DOUGLAS, PE
Broward County Mass Transit
3201 WEST COPANS ROAD
POMPANO BEACH, FL 33069

Re: **HABITAT PROPERTY LUPA – NW 15TH STREET AND NW 6TH AVENUE**
HSQ Project Number: **1406-34**

Dear Arethia:

Habitat for Humanity is developing the 2.753 acre property located at the Southwest corner of NW 15th Street and NW 6th Avenue. The developer is seeking a land use plan amendment (LUPA) to change the land use from Commercial (C) to Residential M (10-16 DU/AC). As part of the land use amendment application, the following information must be provided to insure the land use change does not have any adverse effects on the public service elements serving the site. The existing commercial land use designation could support a 449,669 commercial retail/ office and the proposed residential land use designation could support 44 single family units. The anticipated responses to each question has been provided. Please confirm the information and provide any additional information as necessary. A location map is attached for your use. Please provide information required as follows:

Mass Transit:

- i. **Provide the adopted level of service standard and the current level of service. Provide multi nodal transportation elements to the city.**
- ii. **Identify the facilities serving the service area in which the amendment is located.**
The site currently has a bus line route 20 on NW 6th Avenue. The bus stops at the site are every 45 minutes.
- iii. **Identify the additional demand resulting from this amendment.**
The demand will be reduced from the current commercial uses to the proposed residential uses.
- iv. **Identify the projected mass transit capacity and demand for short and long range planning horizons as identified within the adopted comprehensive plan -provide demand projections and information regarding planned capacity expansions including year, identified funding sources and other relevant information.**
- v. **Identify the existing and planned service to site.**
The site is supported by bus route 20. There are no future additional bus routes planned for the area.



HSQ GROUP, INC.
Consulting Engineers • Planners • Transportation
1489 W. Palmetto Park Road, Suite 340
Boca Raton, FL. 33486
(561) 392-0221 Phone • (561) 392-6458 Fax

If you have any questions or require additional information please do not hesitate to contact my office.

Sincerely,
HSQ GROUP, INC.

A handwritten signature in cursive script that reads "Jay Huebner".

Jay Huebner, P.E., A.I.C.P., LEED AP
Principal



February 8, 2015

Mrs. Lisa Wight
Planner, Growth Management
Facility Planning and Real Estate Department
School Board of Broward County

Re: **HABITAT PROPERTY LUPA – NW 15TH STREET AND NW 6TH AVENUE**
 HSQ Project Number: **1406-34**

Dear Lisa:

Habitat for Humanity is developing the 2.753 acre property located at the Southwest corner of NW 15th Street and NW 6th Avenue. The developer is seeking a land use plan amendment (LUPA) to change the land use from Commercial (C) to Residential M (10-16 DU/AC). As part of the land use amendment application, the following information must be provided to insure the land use change does not have any adverse effects on the public service elements serving the site. The existing commercial land use designation could support a 449,669 commercial retail/ office and the proposed residential land use designation could support 44 single family units. The anticipated responses to each question has been provided. Please confirm the information and provide any additional information as necessary. A location map is attached for your use. Please provide information required as follows:

A. PUBLIC EDUCATION ANALYSIS

i. Identify the existing public elementary and secondary education facilities serving the area in which the amendment is located.

The property is serviced by Sanders Park Elementary, Pompano Beach Middle School and Blanche Ely High School.

ii. Identify the existing school enrollment and permanent design capacity of the public elementary and secondary education facilities serving the area.

school	Gross capacity	Over/ under gross capacity	Permanent capacity	15/16 projections
Blanche Ely	3639	-1549	3473	2116
Pompano Beach	1235	-196	1037	1060
Sanders Park	773	-204	661	584

EXHIBIT I



iii. Identify the additional student demand resulting from this amendment calculations should be based on generation rates provided by the School Board of Broward County and provide copy of the School Concurrency form.

The proposed amendment has 44 single family units.

school	Gross capacity	Over/ under gross capacity	Project student addition	School future enrollment
Blanche Ely	3639	-1549	6	2,122
Pompano Beach	1235	-196	5	1,065
Sanders Park	773	-204	11	595

iv. Identify the planned and/or funded improvements to serve the area in which the amendment is located, as included within the School Board's five-year capital plan- provide student demand projections and information regarding planned permanent design capacities and other relevant information.

v. Identify other public elementary and secondary school sites or alternative (such as site improvements, nominal fee lease options, shared use of public space for school purposes, etc.) not identified in Item #4 above, to serve the area in which the amendment is located.

If you have any questions or require additional information please do not hesitate to contact my office.

Sincerely,
HSQ GROUP, INC.

Jay Huebner, P.E., A.I.C.P., LEED AP
 Principal

PUBLIC SCHOOL IMPACT APPLICATION

The School Board of Broward County, Florida
Growth Management Section
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor, Fort Lauderdale, FL 33301; Phone: 754-321-2177, Fax: 754-321-2179
www.browardschools.com

GENERAL PROJECT INFORMATION

APPLICATION TYPE

Land Use DRI Rezoning Flex/Reserve Allocation Plat Site Plan

FOR INTERNAL USE ONLY

School Board Number

County Project Number

City Project Number

Project Name

Has this project been previously submitted (since Feb. 01, 2008)? No If yes, provide the SBBC Number

Application Fee Amount Due/Paid* Check No. Is proof of Payment attached?

* Make check payable to "School Board of Broward County." No cash will be accepted.

PROJECT LOCATION AND SIZE

Section Township Range

General location of the project Side of

at/between and

Area Acreage Jurisdiction

APPLICANT INFORMATION

Owner's Name Phone

Address City State Zip

Developer/Agent

Address City State Zip

Phone Fax Number

Agent's E-mail

DEVELOPMENT DETAILS

Land Use Designation Existing Proposed

Zoning Designation Existing RM-12 Proposed RM-12

PERMITTED					PROPOSED			
Residential Type	Total Units	Built Units	Bedroom Mix	Un-built Units	Bedroom Mix	Residential Type	Number of Units	Bedroom Mix
Single Family			___ 3 BR or Less ___ 4 BR or >		___ 3 BR or Less ___ 4 BR or >	Single Family	44	___ 3 BR or Less 44 ___ 4 BR or >
Townhouse/ Duplex/ Villa			___ 1 BR or Less ___ 2 BR ___ 3 BR or >		___ 1 BR or Less ___ 2 BR ___ 3 BR or >	Townhouse/ Duplex/ Villa		___ 1 BR or Less ___ 2 BR ___ 3 BR or >
Garden Apartment			___ 1 BR or Less ___ 2 BR ___ 3 BR or >		___ 1 BR or Less ___ 2 BR ___ 3 BR or >	Garden Apartment		___ 1 BR or Less ___ 2 BR ___ 3 BR or >
Mid Rise			___ 1 BR or Less ___ 2 BR or >			Mid Rise		___ 1 BR or Less ___ 2 BR or >
High Rise						High Rise		
Mobile Home			___ 2 BR or Less ___ 3 BR or >		___ 2 BR or Less ___ 3 BR or >	Mobile Home		___ 2 BR or Less ___ 3 BR or >
Total						Total		

Does this project include a non-residential development? No

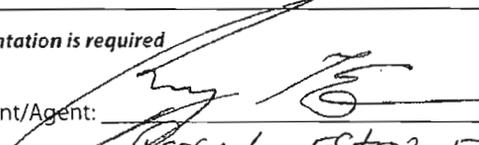
If yes, please describe other proposed uses

VESTED RIGHTS/EXEMPTION INFORMATION

Amount of Vested/Exempt development (including number of units, type, and bedroom mix)

Exemption Criteria (check any/all as applicable)	Vesting Criteria (check any/all as applicable)	Associated Application Number
___ Generates less than one student*	___ Located within previously approved plan amendment or rezoning with a valid mitigation agreement with the School Board through an executed and recorded DRC or Tri-Party*	
___ Age restricted to persons 18 and over*	___ Obtained site plan final approval prior to February 1, 2008*	
___ Statutory exemption* ___ Applicable Statute*	___ Site plan located within a plat for which school impacts have been satisfied*	
___ Site Plan located within a plat with a valid final SCAD letter*		Associated Plat Number: <u></u>

* Supporting documentation is required

Signature of Applicant/Agent:  Date: 2-11-15

Please attach a survey of the project site
 NOTE: 30-Day review period only commences upon a determination of completeness by School District Staff. Applicant submitting a plat application must include an official letter containing plat name and municipal project number and must indicate that the plat has been approved or accepted by the municipality
 ALL APPLICANTS MUST SUBMIT THE APPLICATION TO THE 8th FLOOR

Page 2 of 3
EXHIBIT I

HABITAT FOR HUMANITY OF BROWARD INC
 3564 N. OCEAN BLVD
 FT LAUDERDALE, FL 33308-6752

BB&T
 BRANCH BANKING AND TRUST COMPANY
 1-800-BANK BBT BBT.com
 63-9138/2631

3085

2/11/2015

PAY TO THE ORDER OF The School Board of Broward County \$ **1,900.00

One Thousand Nine Hundred and 00/100***** DOLLARS

Broward County School Board
 600 S.E. 3rd Avenue
 Ft. Lauderdale, FL 33301

MEMO Abyssinian- School Impact Fees


 AUTHORIZED SIGNATURE

⑈003085⑈ ⑆263191387⑆1106004476377⑈

HABITAT FOR HUMANITY OF BROWARD INC

3085

The School Board of Broward County					2/11/2015		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment	
2/11/2015	Bill	2-11-2015	1,900.00	1,900.00		1,900.00	
					Check Amount	1,900.00	

BB&T Operating(6377 Abyssinian- School Impact Fees 1,900.00

HABITAT FOR HUMANITY OF BROWARD INC

3085

The School Board of Broward County					2/11/2015		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment	
2/11/2015	Bill	2-11-2015	1,900.00	1,900.00		1,900.00	
					Check Amount	1,900.00	

BB&T Operating(6377 Abyssinian- School Impact Fees 1,900.00

EXHIBIT I

INTERSTATE 95

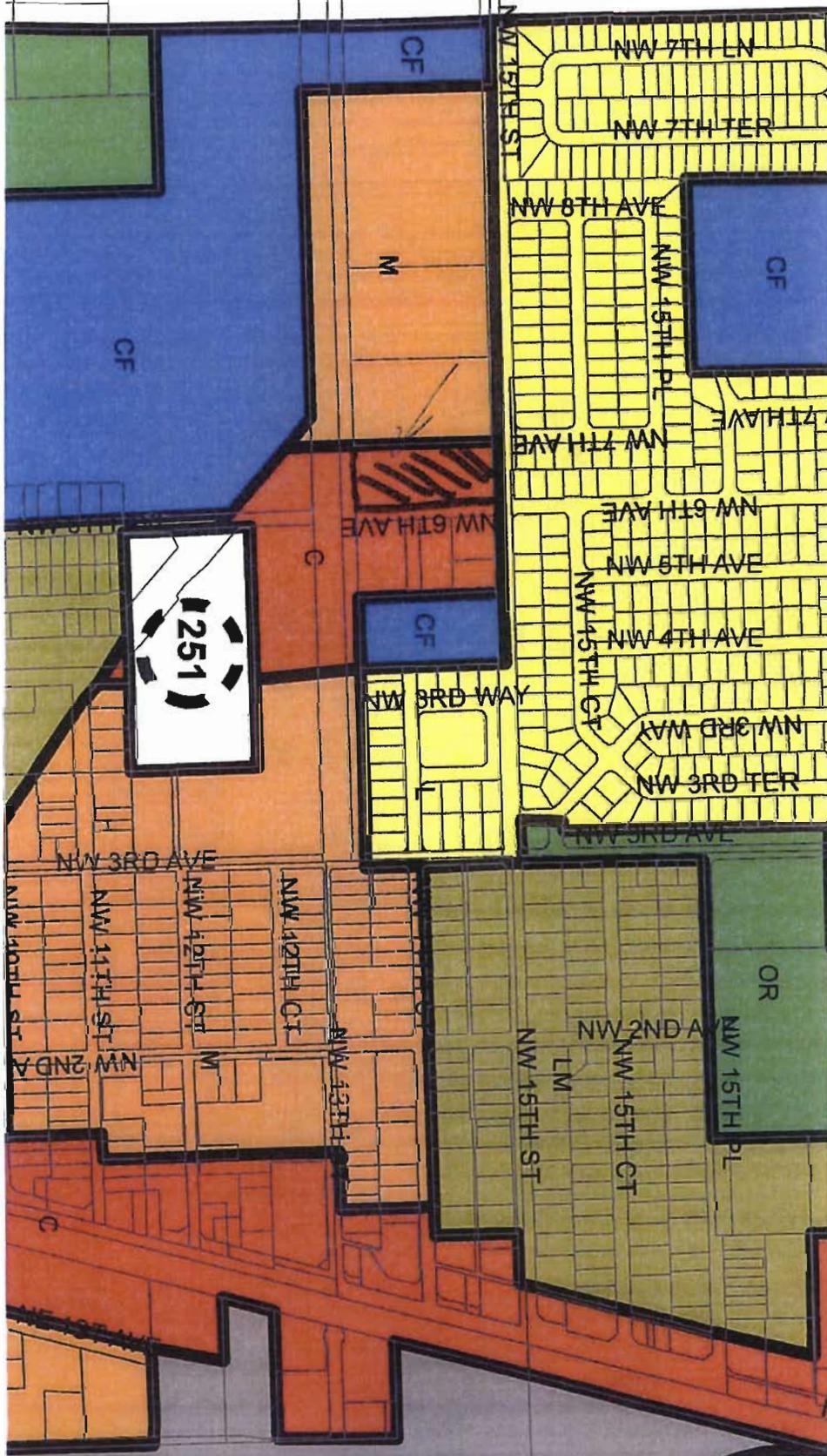


EXHIBIT J

REQUESTED COMMISSION ACTION:

Consent	<input checked="" type="checkbox"/>	Ordinance	<input type="checkbox"/>	Resolution	<input type="checkbox"/>	Consideration/ Discussion	<input type="checkbox"/>	Presentation	<input type="checkbox"/>
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SHORT TITLE **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA ADOPTING A COMPREHENSIVE PLAN MAP AMENDMENT FOR THE HABITAT FOR HUMANITY, BROWARD, INC. REQUEST LOCATED ALONG NW 1ST STREET, EAST AND WEST OF 28TH AVENUE; PROVIDING FOR A DETERMINATION THAT A LOCAL PLANNING AGENCY HEARING WAS HELD ON APRIL 22, 2015; PROVIDING THAT A TRANSMITTAL AND ADOPTION PUBLIC HEARING WILL BE HELD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

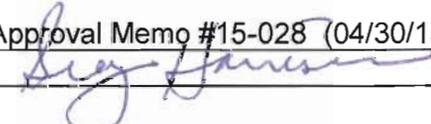
Summary of Purpose and Why:

This approximate 1.956-acre property is located on both sides of NW 28th Avenue along NW 1st Street. The owner, Habitat for Humanity, Broward, Inc., is requesting this small scale Future Land Use Plan Amendment (LUPA) from the City's designation of Commercial (C) to the City's designation of Low Medium Residential (LM). The purpose for this amendment is to permit the development of 12 single family homes; however, this review must consider the maximum allowable density for LM which would be 20 units. The Planning & Zoning Board recommended approval of this request in a 5-2 decision at the April 22, 2015 meeting. An excerpt of the draft April 22, 2015 Planning and Zoning Minutes are included.

- (1) Origin of request for this action: Habitat For Humanity, Broward, Inc.
- (2) Primary staff contact: Robin M. Bird/ Maggie Barszewski Ext. 7921
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	04/08/15	Approval	Memo# 15-188 
City Attorney	05/13/15		CAC# 2015-967 

Planning and Zoning Board Approval Memo #15-028 (04/30/15)

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 #2015-967

May 13, 2015

TO: Maggie Barszewski, AICP, Planner

FROM: Gordon B. Linn, City Attorney

RE: Ordinance to Amend the Future Land Use Designation for Property Located at NW 1st Street and NW 28th Avenue

As requested in your memorandum to me of May 11, 2015, Development Services Memorandum #15-233, I have reviewed the ordinance for the small scale land use amendment that was attached to your memorandum and find same to be acceptable as to legal form and content.

Should you have any further questions regarding this matter, please feel free to contact me.



GORDON B. LINN

GBL/jrm
l:cor/zoning/2015-967

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA ADOPTING A COMPREHENSIVE PLAN MAP AMENDMENT FOR THE HABITAT FOR HUMANITY, BROWARD, INC. REQUEST LOCATED ALONG NW 1ST STREET, EAST AND WEST OF 28TH AVENUE; PROVIDING FOR A DETERMINATION THAT A LOCAL PLANNING AGENCY HEARING WAS HELD ON APRIL 22, 2015; PROVIDING THAT A TRANSMITTAL AND ADOPTION PUBLIC HEARING WILL BE HELD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 163.3184 F.S., the Planning and Zoning Board/Local Planning Agency held a duly noticed public hearing on April 22, 2015 on the proposed amendments to the Future Land Use Map of the adopted City of Pompano Beach Comprehensive Plan, and subsequently recommended approval to the City Commission; and

WHEREAS, said amendment proposes to change a Land Use Plan map designation of 1.956 gross acres in the Commercial (C) land use category to a Low Medium Residential (LM) land use designation that will allow a maximum of 12 dwelling units, for the property legally described in Exhibit A; and.

WHEREAS, pursuant to Ch. 163.3187, Florida Statutes the City Commission held at least one duly noticed public hearing on the proposed amendment to the Future Land Use Map of the adopted City of Pompano Beach Comprehensive Plan; and

WHEREAS, at the public hearings, the parties having an interest and all other citizens so desiring had an opportunity to be and were in fact heard; and

WHEREAS, all staff reports, minutes of meetings, findings of fact and support documents are hereby incorporated by reference; and

WHEREAS, the City Commission has considered the application in its entirety, staff reports, minutes of meetings, findings of fact and support documents and determines the request is in the best interests of the City; now, therefore,

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

SECTION 1: That the foregoing application recitals, findings of fact, minutes of meetings and all staff reports and documents are true and correct, and are hereby incorporated by reference and transmitted.

SECTION 2: That duly noticed public hearing was held on April 22, 2015 by the Local Planning Agency in compliance with Section 163, Florida Statutes, to consider the referenced Future Land Use Map Amendment.

SECTION 3: That the City Commission hereby adopts the amendment to the City of Pompano Beach Future Land Use Map to change the land use designation from Commercial (C) land use category to Low Medium Residential (LM) land use on 1.956 gross acres, for the Habitat for Humanity, Broward, Inc. request located along Nw 1st Street, east and west of NW 28th Avenue, as legally described in Exhibit A attached hereto and made a part hereof.

SECTION 4: That the City Clerk is directed to transmit a certified copy of this Ordinance to the Department of Economic Opportunity and required State Agencies for review under the Small Scale amendment process allowed by Ch. 163.

SECTION 5: The City Clerk is directed to transmit a certified copy of this Ordinance to the Broward County Planning Council with the City's amended Future Land Use Map for the Planning Council to recertify the City Future Land Use Map.

SECTION 6: That in the event any provision or application of this Ordinance shall be held invalid, it is the legislative intent that the other provisions and applications thereof shall not be thereby affected;

SECTION 7: That all Ordinances or parts of Ordinances in conflict herewith are to the extent of said conflict, hereby repealed.

SECTION 8: That this Ordinance shall take effect immediately upon its passage and adoption, but the amendments shall not become effective until the Broward County Planning Council recertifies the City Comprehensive Plan as consistent with the County Land Use Plan.

PASSED FIRST READING THIS 26th DAY OF MAY, 2015

PASSED SECOND READING THIS _____ DAY OF _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND
CITY CLERK

Exhibit A

LEGAL DESCRIPTION:

EAST PARCEL

THE WEST 1/2 OF THE SOUTH 1/3 OF THE NORTH 3/5 OF THE SE 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE WEST 25 FEET THEREOF AND LESS THE SOUTH 25 FEET THEREOF, ALL OF SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

WEST PARCEL

THE EAST 1/2 OF THE SOUTH 1/3 OF THE NORTH 3/5 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE EAST 25 FEET THEREOF, DEDICATED TO BROWARD COUNTY FOR PUBLIC ROAD PURPOSES.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

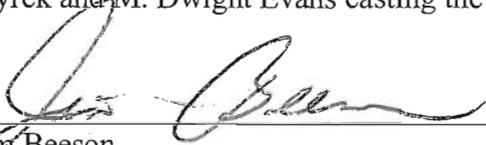
PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #15-028

DATE: May 13, 2015
TO: City Commission
FROM: Planning and Zoning Board/ Local Planning Agency
SUBJECT: Future Land Use Map Amendment – Habitat for Humanity of Broward, Inc.
P & Z #15-92000002 Project: Habitat for Humanity

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on April 22, 2015, the Board considered the request by **Habitat for Humanity of Broward, Inc.** requesting a FUTURE LAND USE MAP AMENDMENT of the properties located on the Southwest corner of NW 28th Avenue and NW 1st Street from Commercial (C) to Low-Medium Residential (LM).

It is the recommendation of the Board that the FUTURE LAND USE MAP AMENDMENT request be approved.

The vote was five (5) to two (2), with Walter Syrek and M. Dwight Evans casting the dissenting votes.



Jim Beeson
Chairman

Planning and Zoning Board/ Local Planning Agency



MEMORANDUM

Development Services

ADMINISTRATIVE MEMORANDUM NO. 15-188

DATE: April 8, 2015

TO: Planning and Zoning Board

VIA: Robin M. Bird, Development Services Director *RB*

FROM: Maggie Barszewski, AICP, Planner *MB*

RE: Habitat for Humanity NW 1 St. Small Scale Future Land Use Map Amendment
April 22, 2015 meeting P&Z # 15-92000002

Request

The Applicant is proposing a change in the future land use designation of a 1.956 gross-acre parcel. This subject property is generally located on both sides of NW 28th Avenue along NW 1st Street, approximately 230 feet north of W. Atlantic Boulevard, as described in **Exhibit A**. Currently the parcel has a Commercial (C) Future Land Use designation. The Applicant is requesting a change in the Local Land Use designation to Low-Medium Residential (LM).

Proposed Development

The proposed land use would permit a maximum of 20 dwelling units. The applicant has indicated an intent to build only 12 Single Family units, however for purposes of this analysis, the maximum density will be used.

A. Existing Land Use Designations - Density/Intensities

The existing C land use with the current B-3 zoning would allow for 426,539 square feet of commercial retail and office use on the 1.63 net acres of land.

B. Proposed Land Use Designation - Density/Intensities

The maximum allowable development use under the proposed residential LM (5-10 du/ac) is 20 units.

C. Rationale for the Proposed Amendment

The applicant has determined the best fit for this property is single family homes to be consistent with the surrounding single family homes to the North and West. The current C land use designation allows for multifamily residential development such as apartments or town houses, but does not allow single family residential uses. The property configuration limits the ability to build a higher density residential product and the lot depth is consistent with a single family lot. For this reason the land use amendment is required in order to develop single family homes at this location.

LEGEND

FOR LAND USE PLAN

Symbol Classification Units/ Acre

		Gross Residential Density
		Residential
	E	Estate
	L	Low
>	LM	Low- Medium
	M	Medium
	MH	Medium-High
	H	High
*	C	Commercial
	CR	Commercial Recreation
	I	Industrial
	T	Transportation
	U	Utilities
	CF	Community Facilities
	OR	Recreation & Open Space
	W	Water
	RAC	Regional Activity Center
		Boundaries
		City of Pompano Beach

13 Number



Reflects the maximum total number of units permitted within the dashed line of Palm Aire & Cypress Bend being 9,724 and 1,998

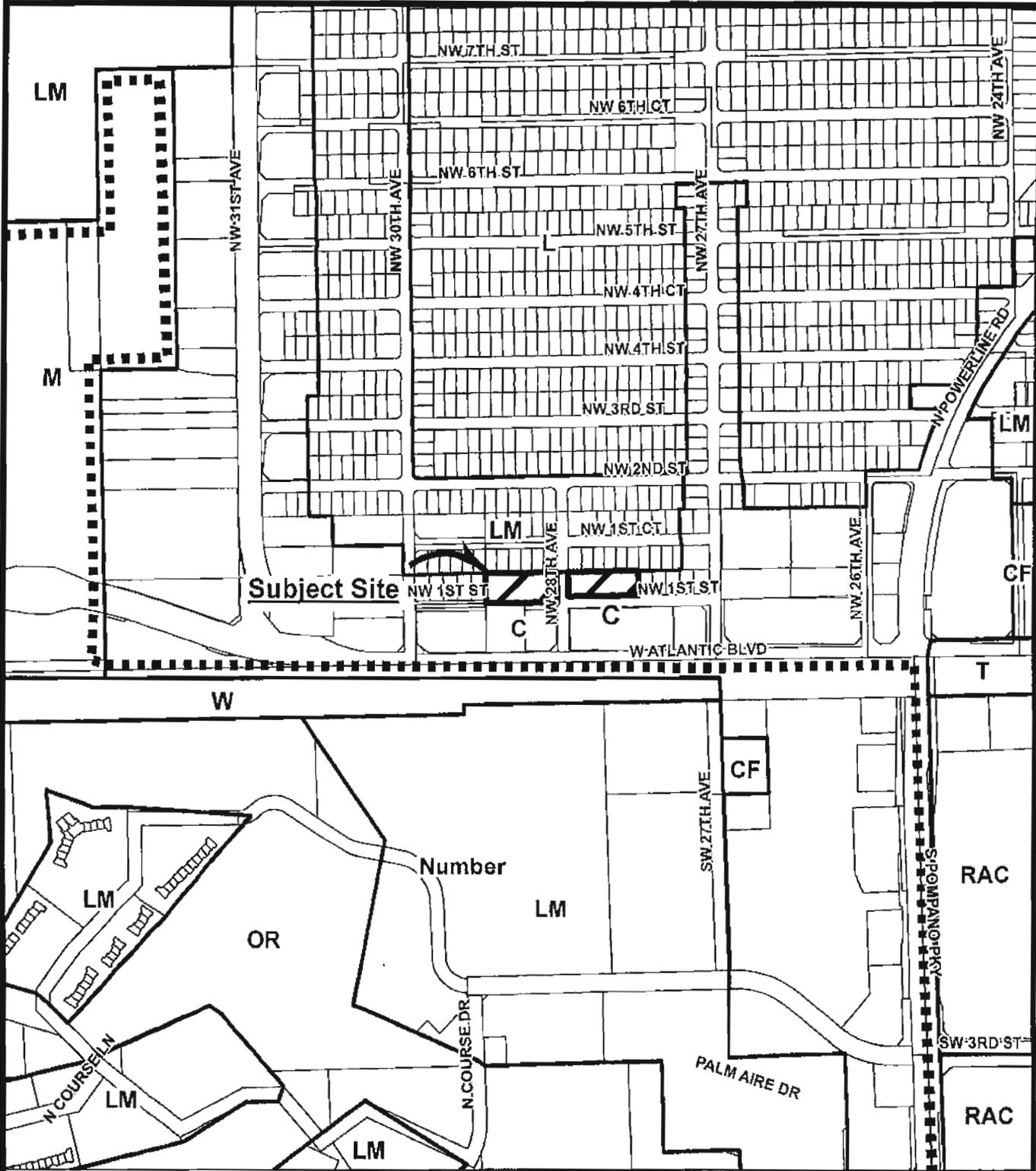
FOR ZONING MAP

Symbol District

	RS-1	One-Family Residence
	RS-2	One-Family Residence
	RS-3	One-Family Residence
	RS-4	One-Family Residence
	RD-1	Two- Family Residence
	RM-12	Multi-Family Residence
	RM-20	Multi-Family Residence
	RM-30	Multi-Family Residence
	RM-45	Multi-Family Residence
	RM-45/HR	Overlay
	RPUD	Residential Planned Unit Dev.
	AOD	Atlantic Boulevard Overlay District
	MH-12	Mobile Home Park
	B-1	Limited Business
	B-2	Neighborhood Business
*	B-3	General Business
	B-4	Heavy Business
	RO	Residence Office
	M-1	Marina Business
	M-2	Marina Industrial
	I-1	General Industrial
	I-1X	Special Industrial
	O-IP	Office Industrial Park
	BP	Business Parking
	BSC	Planned Shopping Center
	PCI	Planned Commercial / Industrial Overlay
	PR	Parks & Recreation
	CR	Commercal Recreation
	CF	Community Facilities
	T	Transportation
	PU	Public Utility

* Existing
> Proposed

CITY OF POMPANO BEACH OFFICIAL LAND USE MAP

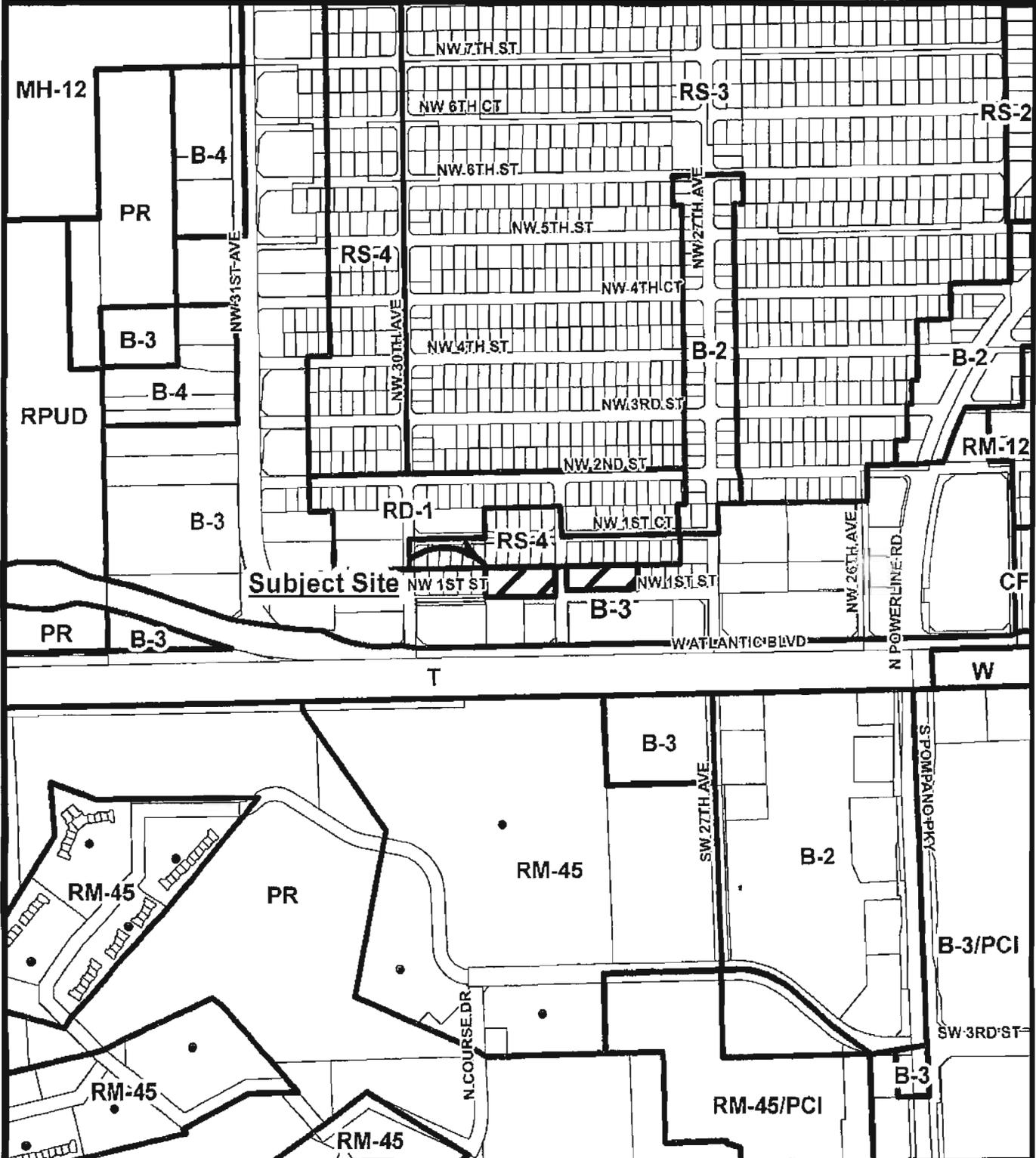


1 in = 600 ft

3

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH OFFICIAL ZONING MAP



1 in = 600 ft

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH AERIAL MAP

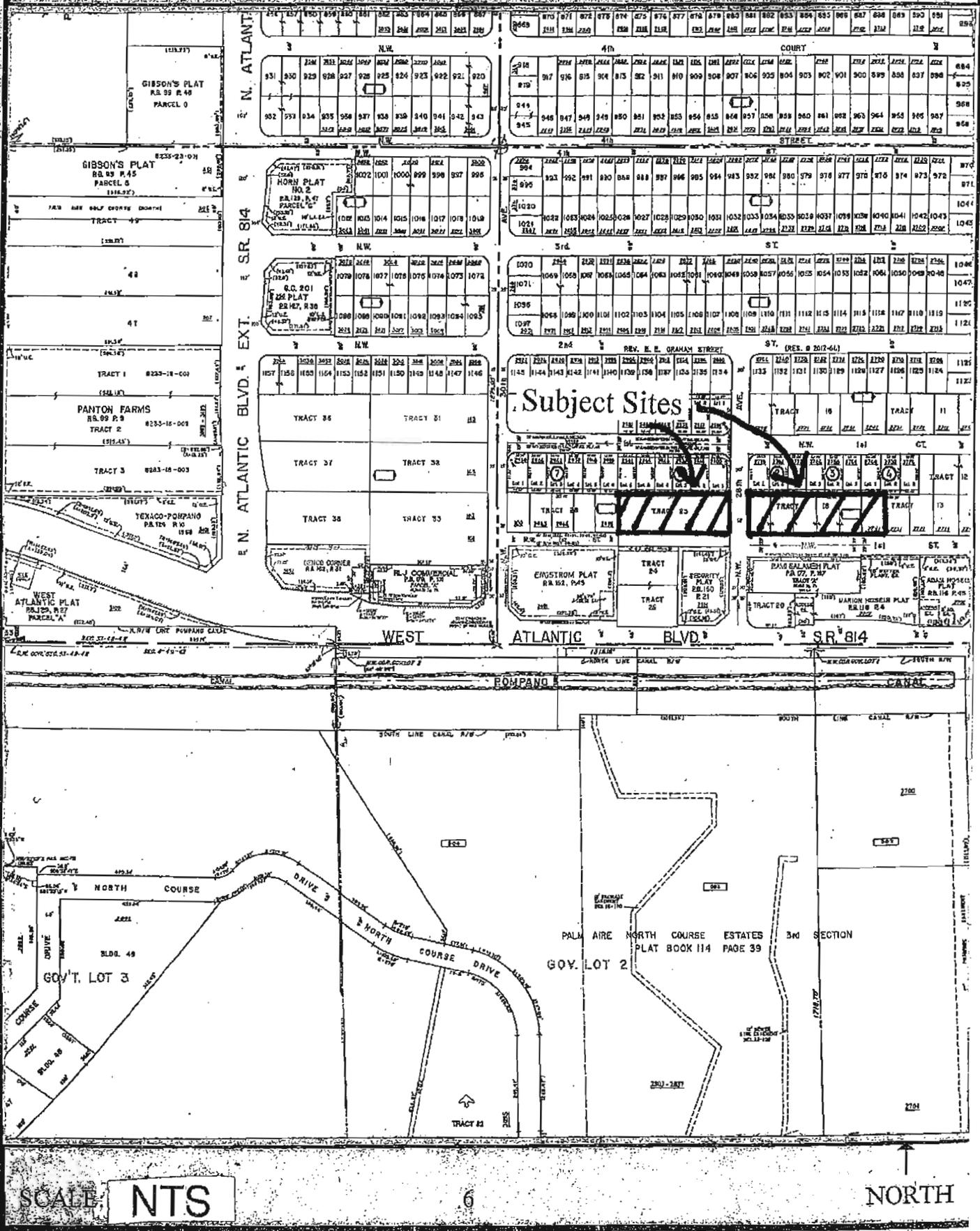


Subject Site

1 in = 600 ft

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

EXCERPT FROM THE CITY OF POMPANO BEACH PLAT MAP



SCALE: NTS

NORTH

D. Surrounding Land Uses – The subject property is surrounded by the following land use designations:

Direction	Actual use	Land use category
North	Single family homes	(LM) low med 5-10 residential
West	Single Family homes	(C)
South	Commercial retail	(C)
East	Multifamily residential	(C)

E. Proposed City Land Use Designation - The proposed land use designation is LM (Low-Medium Residential).

F. Impact Analysis

The proposed impact of the amendment area is a net decrease over what is currently allowed under the city’s adopted plan; the reduction in intensity is due to the elimination of the C land use and replacing it with Residential. The results of the impact analysis are provided below.

Sanitary Sewer

The proposed LM Land Use is expected to decrease sanitary sewer flows by 35,654 gallons per day of sanitary sewer demand from what would be generated under the existing C Land Use Designation. The table below shows the difference in generation between the two uses.

Sanitary Sewer Impact			
	Use	Calculation	Total
Current	C 426,539 sq.ft.	X .1 GPD per sq.ft.	=42,654 GPD
Proposed	LM Res. 20 d.u.	X 350 GPD per d.u.	=7,000 GPD
		Change	-35,654 GPD

The applicant has submitted a letter verifying this information & the capacity of the County Wastewater treatment plant from the Broward County Water & Wastewater Division.

Potable Water

The new use is also expected to decrease the demand in potable water. The table below shows that demand for potable water will decrease by 35,654 gallons per day from what would be generated under the existing C Land Use Designation.

Potable Water Impact			
	Use	Calculation	Total
Current	C 426,539 sq.ft.	X .1 GPD per sq.ft.	=42,654 GPD
Proposed	LM Res. 20 d.u.	X 350 GPD per d.u.	= 7,000GPD
		Change	-35,654 GPD

A confirmation letter from the City of Pompano Beach Engineering Division has been submitted, verifying the above information and stating that there is adequate capacity for this request.

Drainage

The site’s level of service standard requires the finished floor elevations to be above the 100-year flood elevation. The perimeter minimum elevation of the site must be above the 25-year, 3-day flood stage. Drainage for the subject property will be accomplished through swales. The applicant states that all site development will be designed to meet the minimum level of service required for drainage. A Drainage impact letter verifying the above information has been provided in the applicant’s submittal.

Solid Waste

The new use is also expected to decrease the output of solid waste. The table below shows that the output for solid waste will decrease by 16,884 pounds per day from what would be generated under the existing C Land Use Designation. In the application, the applicant used a lower level of service number instead of the adopted minimum level of service, and therefore reflected a smaller decrease for the existing potential Commercial use. The Table below reflects the correct minimum Level of Service and a Solid Waste impact letter verifying the above information has not yet been provided in the applicant’s submittal.

Solid Waste Impact			
	Use	Calculation	Total
Current	C 426,539	X 4lbs./100 sq. ft./day*	=17,062* lbs/day
Proposed	LM Res. 20 d.u.	X 8.9 lbs/day	=178 lbs/day
		Change	-16,884 lbs/day

*The applicant used a lower LOS figure of 1lb/100sq.ft./day reflecting a differentiation of only -4,037.

Recreation and Open Space

The level of service standard for parks is 5 acres per 1,000 residents. The proposed change in land use designation will increase residential units by 22 units thereby expecting to house approximately 43 residents based on the current Comprehensive Plan’s assumption of 2.13 average household size. The 43 additional people will generate the need for 0.086 of an acre of park area (5 acres/1000) and there is existing capacity in the city's park system to accommodate this demand.

In the application, the Applicant used a larger household size which brought the anticipated need to approximately .14 acres of park area. There is existing park capacity in the City to accommodate that need as well.

Traffic Circulation

Replacing C land use with LM land use would result in a reduction of 18,169 average daily trips as presented below.

Traffic Impact			
	ITE Use Code	Sq. Ft./Units	Total ¹
Current	C (820) 42.94/1k sf	426,539 sq. ft.	=18,315 trips/day
Proposed	LM Res. (210) 8.68/du	22 LM du	=191 trips /day
		Change	-18,169 trips/day

Mass Transit

The residents of the 12 units will be served by the Pompano Beach Community Bus Red Route, as well as three Broward County Transit bus routes 14, 42, and 60. The applicant will be installing a

sidewalk to provide safe movement for pedestrians and facilitate connectivity to the bus routes. A service letter from the Broward County Transit Division has been provided by the applicant.

Public Education

The applicant has applied for and received a School Consistency Review Report from the School Board. A copy of the completed report has been included in the submittal. The property is serviced by Drew Elementary, Crystal Lake Middle School and Coconut Creek High School. The enrollment capacities are presented below.

School	Gross capacity	Over/ under gross capacity	Permanent capacity	15/16 projections
Coconut Creek High	2884	-1422	2100	1490
Crystal Lake Middle	1600	-278	1343	1313
Drew Elementary	631	-29	631	611

The projected impact of the 20 units is 9 students (split into elementary, middle and high school facilities). The Table below identifies projected demand per school and indicates that the capacity currently exists to accommodate the additional students.

School	Gross capacity	Over/ under gross capacity	Project student addition	Future student enrollment
Coconut Creek High	2884	-1422	2	1492
Crystal Lake Middle	1600	-277	2	1315
Drew Elementary	631	-28	5	611

The School District’s School Consistency Review Report verifying the above information has been provided in the applicant’s submittal.

Natural and Historic Resources

The site does not contain any natural or historic resources.

Affordable Housing

The requirements of affordable housing units per the Broward County Land Use Plan Policy 1.07.07 do apply for this request since the proposed amendment is for less than 100 units. However, the applicant will be providing affordable housing voluntarily.

Land Use Compatibility

The proposed LM use is compatible with the adjacent LM Future Land Use designation to the north, and the existing residential use to the east and west, as shown in the table below:

Location	Existing Use	City Land Use Designation
North	Single Family Units	LM
South	Vacant & Retail Buildings	C
East	Multi-family Units	C
West	Duplex Units	C

Hurricane Evacuation Analysis

The subject property is not within a hurricane evacuation area.

Redevelopment Analysis

The property is within the N.W. Community Redevelopment Area. The property is currently vacant and due to the location of the site commercial development is not a sustainable use. The surrounding lands are residential allowing for a more compatible use. The CRA letter is attached.

Intergovernmental Coordination

The subject property is not adjacent to any other local governments.

Consistency with Goals, Objectives and Policies of the City's Land Use Plan

The proposed amendment is consistent with the following goals, objectives and policies of the Land Use Element of the Comprehensive Plan:

Goal

01.00.01 The attainment of a living environment which provides the maximum physical, economic and social well being for the City and its residents through the thoughtful and planned use and control of the natural and man-made environments that discourages urban sprawl, is energy efficient and reduces greenhouse gas emissions.

Policies

01.03.05 All Land Use Plan Map amendments and rezonings shall provide for the orderly transition of varying residential land use designations.

01.03.04 Consider the preservation of established single family neighborhoods in all rezonings, land use plan amendments and site plan approvals.

01.03.05 Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.

01.03.11 Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.

- 01.06.01 Consider the impacts that land use amendments, rezonings or site plan approvals have on natural resources and historic properties.
- 01.06.12 Review all land use plan map amendments, rezonings and site plan applications to insure that there is sufficient potable water resources available and that they pose no noxious impacts to the Biscayne Aquifer.
- 01.07.21 Annually evaluate the effect of land development regulations and permitting on the affordability of housing and take appropriate actions to support the affordability of housing. Continue to implement the incentives for providing affordable housing currently in the land development regulations including the use of flex units for affordable housing and the expedited permit review process for developments primarily aimed at providing affordable housing.
- 01.07.22 The city's land development code shall include provisions to encourage or enable a variety of housing opportunities in varying price ranges, including housing for low and moderate income families in large scale residential developments.
- 01.08.01 Follow the recommendation of the Community Redevelopment Plans in all Land Use Plan amendments and rezonings.

G. Recommendation of Approval

Staff recommends approval of the Land Use Plan Map Amendment from the current C Future Land Use designation to LM for the property legally described in Exhibit A.

ALTERNATIVE MOTIONS:

ALTERNATIVE MOTIONS:

- 1) **Motion to recommend approval** of the Land Use Plan Map Amendment from the current C Future Land Use designation to LM for the property legally described in Exhibit A.

The approval is based upon the finding that the amendment is compatible with the goals, objectives and policies in the Comprehensive Plan, specifically:

Goal

- 01.00.02 The attainment of a living environment which provides the maximum physical, economic and social well being for the City and its residents through the thoughtful and planned use and control of the natural and man-made environments that discourages urban sprawl, is energy efficient and reduces greenhouse gas emissions.

Policies

- 01.03.05 All Land Use Plan Map amendments and rezonings shall provide for the orderly transition of varying residential land use designations.

- 01.03.04 Consider the preservation of established single family neighborhoods in all rezonings, land use plan amendments and site plan approvals.
- 01.03.05 Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.
- 01.03.11 Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.
- 01.06.01 Consider the impacts that land use amendments, rezonings or site plan approvals have on natural resources and historic properties.
- 01.06.12 Review all land use plan map amendments, rezonings and site plan applications to insure that there is sufficient potable water resources available and that they pose no noxious impacts to the Biscayne Aquifer.
- 01.07.21 Annually evaluate the effect of land development regulations and permitting on the affordability of housing and take appropriate actions to support the affordability of housing. Continue to implement the incentives for providing affordable housing currently in the land development regulations including the use of flex units for affordable housing and the expedited permit review process for developments primarily aimed at providing affordable housing.
- 01.07.22 The city's land development code shall include provisions to encourage or enable a variety of housing opportunities in varying price ranges, including housing for low and moderate income families in large scale residential developments.
- 01.08.01 Follow the recommendation of the Community Redevelopment Plans in all Land Use Plan amendments and rezonings.

2) **Motion to table** the requested Comprehensive Plan amendment to provide time for any issues raised by the Board, Staff, Applicant or the general public.

3) **Motion to recommend denial** as the Board finds the proposed land use change incompatible with the goals, objectives and policies in the Comprehensive Plan.

Exhibit A Legal Description

TRACT NO. 23, COLLIER CITY LOTS (UNRECORDED)

LEGAL DESCRIPTION:

THE EAST 1/2 OF THE SOUTH 1/3 OF THE NORTH 3/5 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE EAST 25 FEET THEREOF, DEDICATED TO BROWARD COUNTY FOR PUBLIC ROAD PURPOSES.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

In addition to:

BROWARD COUNTY PLAT NO. 9

LEGAL DESCRIPTION:

THE WEST 1/2 OF THE SOUTH 1/3 OF THE NORTH 3/5 OF THE SE 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE WEST 25 FEET THEREOF AND LESS THE SOUTH 25 FEET THEREOF, ALL OF SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.



MEMORANDUM

DATE: April 13, 2015

TO: Planning and Zoning

FROM: Juan C. Ayala, CRA Project Manager

THRU: Kim Briesemeister, CRA Executive Director,
Chris Brown, CRA Executive Director

RE: Habitat for Humanity
P&Z# 15-13000003, P&Z# 15-05000002 and P&Z# 15-92000002

P&Z# 15-13000003

The Community Redevelopment Agency (CRA) does not have any objections or comments on Habitat for Humanity's request for rezoning to change the properties located SW corner of NW 1st Street and NW 28th Avenue from B-3 to RS-4.

P&Z# 15-05000002

The Community Redevelopment Agency (CRA) does not have any objections or comments on Habitat for Humanity's request to allocate 12 Flex Units on the properties located SW corner of NW 1st Street and NW 28th Avenue.

P&Z# 15-92000002

The Community Redevelopment Agency (CRA) does not have any objections or comments on Habitat for Humanity's request of approval of a Land Use Plan Amendment (LUPA) for the properties located SW corner of NW 1st Street and NW 28th Avenue to change the land use designation from C (commercial) to LM (low-medium density residential).

Note:

The CRA reserves the right to review the proposed projects' site plans and floor plans submitted for the properties involved..



MEMORANDUM

Development Services

MEMORANDUM NO. 15-263

DATE: May 14, 2015

TO: Robin M. Bird, Development Services Director

FROM: Maggie Barszewski, AICP, Planner *mb*

SUBJECT: Excerpt of the Draft April 22, 2015 Planning & Zoning Board Minutes

Please find attached an excerpt of the draft April 22, 2015 Planning and Zoning Minutes.

home community, with seventy-eight (78) homes in total. Mr. Syrek asked which organizations or individuals in the neighborhood did the applicant speak to prior to this meeting. Mr. Huebner stated that they had several town hall meetings, including one at Blanche Ely High School. Mr. Huebner stated that essentially everyone within the 500 feet of the property showed up to the meeting. Mr. Huebner stated that through these meetings, they learned that single family homes was the direction the residents wanted to go in, so that is what they are doing.

Mr. Syrek asked if the property's zoning was RM-12. Mr. Huebner confirmed and restated that with this Land Use Plan Amendment, they are requesting to change from Commercial to Medium Residential (which allows 10-16 units per acre). Mr. Syrek asked if single family homes, duplex or townhomes are allowed in an RM-12. Mr. Huebner and Mrs. Barszewski confirmed.

Mr. Ecton stated that there should be a correction made to the location of the public hearing. It was not held at Blanch Ely High School, but at the community center. Mr. Syrek asked if they had any communication with the Sanders Park Homeowners Association. Mr. Ecton stated that he believes members of the association were at these meetings.

Jim Beeson asked if anyone from the audience would like to speak on this item. NO one answered.

MOTION was made by Jerry Mills and seconded by Richard Klosiewicz to recommend approval of the Future Land Use Map Amendment from C (Commercial) to M (Medium Residential). All voted in favor of the above motion; therefore the motion passed.

 2. **HABITAT FOR HUMANITY OF BROWARD, INC. / HABITAT FOR HUMANITY – LAND USE PLAN AMENDMENT**

Planning and Zoning #15-92000002

Consideration of the proposed LAND USE PLAN AMENDMENT request by **HABITAT FOR HUMANITY OF BROWARD, INC.**, for the property located on both sides of NW 28th Avenue along NW 1st Street, approximately 230 feet north of W. Atlantic Boulevard, legally described as follows:

THE EAST 1/2 OF THE SOUTH 1/3 OF THE NORTH 3/5 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE EAST 25 FEET THEREOF, DEDICATED TO BROWARD COUNTY FOR PUBLIC ROAD PURPOSES.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THE WEST 1/2 OF THE SOUTH 1/3 OF THE NORTH 3/5 OF THE SE 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 48 SOUTH,

Any person who decides to appeal any decision of the PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. // kem

RANGE 42 EAST, LESS THE WEST 25 FEET THEREOF AND LESS THE SOUTH 25 FEET THEREOF, ALL OF SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

AKA: both sides of NW 28th Avenue along NW 1st Street
FROM: (C) Commercial
TO: LM (Low-Medium Residential 5-10 DU/AC)
STAFF CONTACT: Maggie Barszewski

Mrs. Barszewski introduced herself to the board as the project planner. She stated that the Applicant is proposing a change in the future land use designation of a 1.956 gross-acre parcel. This subject property is generally located on both sides of NW 28th Avenue along NW 1st Street, approximately 230 feet north of W. Atlantic Boulevard. Mrs. Barszewski pointed out the subject property on a map on the projector. She commented that the applicant will be required to build an access road at the time of platting. Currently the parcel has a Commercial (C) Future Land Use designation. The Applicant is requesting a change in the Local Land Use designation to Low-Medium Residential (LM).

Mrs. Barszewski stated that the proposed land use would permit a maximum of twenty (20) dwelling units. The applicant has indicated an intent to build only twelve (12) Single Family units, however for purposes of this analysis, the maximum density will be used. With the B-3 zoning 426,539 square feet of commercial retail and office use would be allowed.

C. Rationale for the Proposed Amendment

Mrs. Barszewski stated the applicant has determined the best fit for this property is single family homes to be consistent with the surrounding single family homes to the North and West. The current Commercial land use designation allows for multifamily residential development such as apartments or town houses, but does not allow single family residential uses. The property configuration limits the ability to build a higher density residential product and the lot depth is consistent with a single family lot. For this reason the land use amendment is required in order to develop single family homes at this location.

Mrs. Barszewski stated that the subject property is surrounded by the following land use designations: to the north is single family homes, to the west is single family homes, to the south is commercial retail, and to the east is multifamily residential.

F. Impact Analysis

Sanitary Sewer

Mrs. Barszewski stated that the proposed LM Land Use is expected to decrease sanitary sewer flows by 35,654 gallons per day.

Potable Water

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Mrs. Barszewski stated that the new use is also expected to decrease the demand for potable water by 35,654 gallons per day from what would be generated under the existing Commercial Land Use Designation.

Drainage

Mrs. Barszewski stated that the applicant states that the site will be designed to meet the minimum level of service required for drainage.

Solid Waste

Mrs. Barszewski stated that the new use is also expected to decrease the output of solid waste by 16,884 pounds per day from what would be generated under the existing Commercial Land Use Designation.

Mrs. Barszewski stated that the recreation and Open Space demand would increase. The level of service standard for parks is 5 acres per 1,000 residents. So an additional 0.086 of an acre of park area would be required and there is existing capacity in the city's park system to accommodate this demand.

Traffic Circulation

Mrs. Barszewski stated that replacing Commercial land use with Low-Medium Residential land use would result in a reduction of 18,169 average daily trips.

Public Education

Mrs. Barszewski stated that the proposed change would increase the demand on the public schools. The projected impact of the 20 units is 9 students (split out into elementary, middle and high school facilities). Mrs. Barszewski stated that the tables in the report show that each of these schools are currently under capacity and can handle the increased impact.

Land Use Compatibility

Mrs. Barszewski stated that the proposed Low-Medium use is compatible with the adjacent Low-Medium Future Land Use designation to the north, and the existing residential use to the east and west.

Consistency with Goals, Objectives and Policies of the City's Land Use Plan

Mrs. Barszewski stated that the proposed amendment is consistent with the following goals, objectives and policies of the Land Use Element of the Comprehensive Plan:

Goal

01.00.02 The attainment of a living environment which provides the maximum physical, economic and social wellbeing for the City and its residents through the thoughtful and planned use and control of the natural and man-made environments that discourages urban sprawl, is energy efficient and reduces greenhouse gas emissions.

Policies

01.03.05 All Land Use Plan Map amendments and rezonings shall provide for the orderly transition of varying residential land use designations.

- 01.03.04** Consider the preservation of established single family neighborhoods in all rezonings, land use plan amendments and site plan approvals.
- 01.03.05** Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.
- 01.03.11** Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.
- 01.06.01** Consider the impacts that land use amendments, rezonings or site plan approvals have on natural resources and historic properties.
- 01.06.12** Review all land use plan map amendments, rezonings and site plan applications to insure that there is sufficient potable water resources available and that they pose no noxious impacts to the Biscayne Aquifer.
- 01.07.21** Annually evaluate the effect of land development regulations and permitting on the affordability of housing and take appropriate actions to support the affordability of housing. Continue to implement the incentives for providing affordable housing currently in the land development regulations including the use of flex units for affordable housing and the expedited permit review process for developments primarily aimed at providing affordable housing.
- 01.07.22** The city's land development code shall include provisions to encourage or enable a variety of housing opportunities in varying price ranges, including housing for low and moderate income families in large scale residential developments.
- 01.08.01** Follow the recommendation of the Community Redevelopment Plans in all Land Use Plan amendments and rezonings.

G. Recommendation of Approval

Staff recommends approval of the Land Use Plan Map Amendment from the current C Future Land Use designation to LM for the subject property.

ALTERNATIVE MOTIONS:

- 4) Motion to recommend approval of the Land Use Plan Map Amendment from the current C Future Land Use designation to LM for the property legally described in Exhibit A. The approval is based upon the finding that the amendment is

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compatible with the goals, objectives and policies in the Comprehensive Plan that have been read into the record.

- 5) Motion to table the requested Comprehensive Plan amendment to provide time for any issues raised by the Board, Staff, Applicant or the general public.
- 6) Motion to recommend denial as the Board finds the proposed land use change incompatible with the goals, objectives and policies in the Comprehensive Plan.

Mrs. Barszewski stated that she is willing to answer any questions and the applicant is available for questions as well.

Mr. Mills asked if there was a requirement to meet certain deed restrictions. Mrs. Barszewski stated that there was a typo in the staff report and the deed restrictions should actually be included as a requirement for another agenda item. Mrs. Barszewski stated that what she read into the record is accurate.

Mr. Syrek asked Mr. Ecton if there are any drawings of the single family homes. Mr. Ecton responded that that was not required for this submission. Mr. Ecton pointed to the map projected on the wall and stated that Habitat built the surrounding blocks and the new homes will be similar. Mr. Syrek asked how residents will be accessing the new houses. Mr. Ecton stated that they have been working with City staff to figure it out and they believe this will be a future project. Mr. Huebner stated that they will be responsible for building the roadway (1st Street).

Mr. Syrek asked if the roadway will run west of 30th Avenue. Mr. Huebner replied that it does not have to reach that far, it can connect to the existing road that dead-ends at their property.

Mr. Beeson asked if anyone from the audience would like to speak. No one answered.

Mr. Beeson asked if staff would like to discuss the item. Mr. Syrek stated that he recalled listening to homeowners of the Habitat homes in the area protest the Racetrac gas station. Mr. Syrek stated that the basis of their argument was that they were sold the houses and were not made aware that the property south of them was to be developed as commercial. Mr. Syrek stated that he is going to vote against the item because of this. Mr. Ecton referred to the aerial map and asked Mr. Syrek to confirm the location of the commercial development. Mr. Huebner stated that they are ok with any of the commercial development fronting Atlantic. Mr. Huebner also stated that the surrounding land use is commercial, however there are multifamily and single family residences located on these properties. Mr. Syrek asked if the applicant was aware that a parcel of land on the west corner of 30th is owned by Racetrac. Mr. Huebner stated that he was not aware of this, however it is irrelevant to their project. Mr. Syrek asked if this information and the fact that the residents of Habitat have issues with the commercial development on Atlantic Boulevard was irrelevant to him as well. Mr. Ecton stated that their families are looking for decent affordable housing and they would rather have a residential buffer all the way to the first block behind Atlantic. Mr. Syrek stated that that may be true however he suggests that the

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applicant reach out to the individuals who were concerned with the commercial development and find out exactly what their concerns were. Mr. Syrek stated that he does not think have residential back up to commercial uses is the best design for the City.

Mr. Evans stated that he has seen a sign saying that there is a Racetrac coming to the area. Mr. Ecton stated that Mr. Syrek said it will be on Atlantic and 30th Avenue and the subject property is two blocks down. Mrs. Barszewski stated that the CRA has been putting forth amendments for the area and they are working on something for 27th Avenue. They are attempting to do a redevelopment of the entire area and the CRA wrote a letter stating that they are in favor of this project. Mr. Ecton stated that the CRA is looking to rezone the parcels along 27th avenue from commercial to residential to slow the traffic down and reduce the density in the area.

Mr. Beeson pointed out that their approval should be based on the item compatibility with the goals, objectives and policies on the Comprehensive Plan. Mr. Beeson told Mr. Syrek that he would like to caution him that his decision should not necessary be based on his concern with future development and more on the items compatibility with the Comprehensive Plan.

MOTION was made by Richard Klosiewicz and seconded by Jerry Mills to recommend approval of the Future Land Use Map Amendment from C (Commercial) to LM (Low-Medium Residential). All voted in favor of the above motion, with the exception of Dwight Evans and Walter Syrek; therefore the motion passed.

3. HABITAT FOR HUMANITY OF BROWARD, INC. / HABITAT FOR HUMANITY - REZONING

Planning and Zoning #15-1300003

Consideration of the request by **HABITAT FOR HUMANITY OF BROWARD, INC.**, to rezone the property from B-3 (General Business) to RS-4 (Single family Residence). The property is legally described as follows:

THE EAST 1/2 OF THE SOUTH 1/3 OF THE NORTH 3/5 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE EAST 25 FEET THEREOF, DEDICATED TO BROWARD COUNTY FOR PUBLIC ROAD PURPOSES.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THE WEST 1/2 OF THE SOUTH 1/3 OF THE NORTH 3/5 OF THE SE 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE WEST 25 FEET THEREOF AND LESS THE

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**SMALL SCALE LAND USE PLAN AMENDMENT
CITY OF POMPANO BEACH**

**HABITAT FOR HUMANITY
Southwest corner NW 1st Street and NW 28th Avenue**

COMMERCIAL C TO RESIDENTIAL LM

PREPARED BY:

HSQ GROUP, INC.



FEBRUARY 2015

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PUBLIC SCHOOL LETTER	EXHIBIT I
LAND USE PLAN	EXHIBIT J

1. LETTER OF TRANSMITTAL

A. Address whether the amendment is a small scale or large scale development activity (per Florida Statutes). Include acreage in this response.

The total gross acreage of the commercial property is approximately 1.956 acres. This is a small scale land use amendment.

2. APPLICANT INFORMATION

A. Name, address, telephone number and signature of the applicant.

Perry Ecton
Executive Director
Habitat for Humanity
3564 North Ocean Blvd.
Fort Lauderdale, FL 33308

B. Name, address, telephone number and signature of the agent.

Jay Huebner, P.E., A.I.C.P.
HSQ Group, Inc.
1489 W. Palmetto Park Blvd.
Suite 340
Boca Raton, FL 33486

C. Name, address, telephone number and notarized signature of the property owner.

Perry Ecton
Habitat for Humanity
3564 North Ocean Blvd.
Fort Lauderdale, FL 33308

D. City of Pompano Beach fee of \$3,290 for processing the amendment in accordance with the City's latest adopted fee schedule (this one is based on Jan. 1, 2014).

Please find attached fee amount of \$3290.00.

E. Applicant's rationale for the amendment.

The applicant has determined the best fit for this property is single family homes to be consistent with the surrounding single family homes to the North and West. The current commercial land use designation allows for multifamily residential development such as apartments or town houses, but does not allow single family residential uses. The property configuration limits the ability to build a higher density residential product and the lot depth is consistent with a single family lot. For this reason the land use amendment is required to develop single family homes at this location.

3. AMENDMENT SITE DESCRIPTION

A. Concise written Description of the size and boundaries of the area proposed to be amended. (Legal)

THE WEST 1/2 OF THE SOUTH 1/3 OF THE NORTH 3/5 OF THE SE 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE WEST 25 FEET THEREOF AND LESS THE SOUTH 25 FEET THEREOF, ALL OF SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA.

THE EAST 1/2 OF THE SOUTH 1/3 OF THE NORTH 3/5 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE EAST 25 FEET THEREOF, DEDICATED TO BROWARD COUNTY FOR PUBLIC ROAD PURPOSES.

B. Sealed survey including legal description of the area proposed to be amended. Additionally, the legal description must be provided in electronic WORD format.

See attached survey and legal description attached as Exhibit A.

C. Location map at a scale of 1" = 300' clearly indicating the location, boundaries and proposed land uses of the area to be amended. Other scales may be accepted at the discretion of the Development Services Director.

Please see attached location map as Exhibit B.

D. Traffic statement with max. land use analysis of existing vs. proposed uses.

The existing use of Commercial C and current B-3 zoning maximum capacity is 426,539 square feet of commercial use. The proposed LM 5-10 Du/Ac has a maximum unit count of 20 residential units. The daily trips generated by the commercial use is 18,292. The residential units generate 191 trips per day. The possible residential uses

generate significantly lower traffic impacts compared to the possible commercial uses.
See attached ITE generation calculations as exhibit C.

4. EXISTING AND PROPOSED USES

A. Current and proposed City of Pompano Beach Comprehensive Plan Future Land Use designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each designation.

The existing land use designation for the proposed site is Commercial C. The proposed land use designation is residential LM (5-10 Du/Ac)

B. Current land use designations for the surrounding properties.

Direction	Actual use	Land use category
North	Single family homes	(LM) low med 5-10 residential
West	Single Family homes	(C) Commercial
South	Commercial retail	(C) Commercial
East	Multifamily residential	(C) Commercial

C. Current and proposed zoning for the amendment site.

The existing zoning is B-3. The proposed zoning is RS-4.

D. Existing use of amendment site and adjacent areas.

Direction	Actual use	Zoning district
North	Single family homes	RS-4
West	Single Family homes	B-3
South	Commercial retail	B-3
East	Multifamily residential	B-3

E. Proposed use of amendment site including square footage and/or dwelling unit count proposed for each parcel.

The proposed use of the amendment will allow a maximum of 10 units per gross acre. The amendment site is 1.956 gross acres allowing for a maximum of 20 residential units.

F. Maximum allowable development under existing designation for the site, including square footage for each non-residential use and/or dwelling units.

The existing commercial land use with the current B-3 zoning would allow for 426,539 square feet of commercial retail and office use on the 1.63 net acres of land.

G. Maximum allowable development under proposed designation for the site, including square footage for each non-residential use and/or dwelling units.

The maximum allowable development use under the proposed residential LM (5-10 du/ac) is 20 units.

5. ANALYSIS OF PUBLIC FACILITIES AND SERVICES

The items below must be addressed to determine the impact of an amendment on existing and planned public facilities and services. If more than one amendment is submitted, calculations should be prepared on an individual and cumulative basis.

A. SANITARY SEWER ANALYSIS

i. Provide the adopted level of service and the current level of service.

The level of service for the current commercial use is 0.1 GPD per square foot of commercial building.

The level of service for residential single family is 350 GPD per residential unit.

ii. Identify the facilities serving the amendment area including the plant capacity, current demand on plant capacity and committed plant capacity.

The sanitary sewer is serviced by the City of Pompano Beach. The city pumps its sewer to Broward County wastewater treatment plant.

The Broward County Plant capacity is 100 MGD. The current demand is 82 MGD. The plant has capacity for the land use amendment.

iii. Identify the additional demand resulting from this amendment – provide calculations including assumed demand per square foot or dwelling unit.

The existing commercial use demand is $426,539 \times 0.1 = 42,653.9$ GPD.

The proposed residential use demand is $20 \times 350 = 7,000$ GPD.

The land use amendment would result in a net decrease in demand of 35,653.9 GPD.

iv. Identify the projected plant capacity and demand for the short and long range planning horizons as identified within the adopted comprehensive plan provide demand projections and information regarding planned capacity expansions including year, identified funding sources and other relevant information.

The County plant capacity is 100 MGD. The future 2025 projected demand is 95 MGD.

Please see attached letter from Broward County Wastewater department with the requested information as exhibit D.

- v. **Identify the existing and planned service to site- provide information regarding existing and proposed trunk lines and lateral hookups to the amendment site.**

The site has an existing 8" gravity sewer system on NW 15th Street and NW 6th Avenue capable of serving the site sanitary needs.

See attached letter from the City of Pompano Beach Utility Department.

B. POTABLE WATER ANALYSIS

- i. **Provide the adopted level of service standard and the current level of service.**

The level of service for the current commercial use is 0.1 GPD per square foot of commercial building.

The level of service for residential single family is 350 GPD per residential unit.

- ii. **Identify the facilities serving the amendment area including the plant capacity, current demand and committed demand.**

The site is serviced by the City of Pompano Beach water treatment plant. The current plant capacity is 50 MGD. The committed demand is 13.1 MGD.

- iii. **Identify the wellfield serving the amendment area including the permitted capacity, remaining capacity and expiration date of the permit.**

The City currently has a SFWMD well permit for 17.75 MGD thru 2025. Please see attached letter from the City of Pompano Beach Utilities as Exhibit E.

- iv. **Identify the additional potable water demand resulting from this amendment provide calculations including assumed demand per square foot or dwelling unit.**

The existing commercial use demand is $426,539 \times 0.1 = 42,653.9$ GPD.

The proposed residential use demand is $20 \times 350 = 7,000$ GPD.

The land use amendment would result in a net decrease in demand of 35,653.9 GPD.

- v. **Identify the projected or planned capacity for the short and long range planning horizons as included within the adopted comprehensive plan - provide demand projections and information regarding planned plant capacity expansions including year, funding and other relevant information. If additional wellfields are planned, provide status including the status of any permit applications.**

The current plant capacity is 50 MGD with a SFWMD permit for 17.75 MGD. If the actual demand increases in the future, a permit for up to 50 MGD can be obtained. Please see attached letter from the City of Pompano Beach Utilities as Exhibit E.

- vi. **Identify the existing and planned service to site- provide information regarding existing and proposed trunk lines and water main hookups to the amendment site.**

The existing property has an existing 36" DIP water main on NW 15th Street and a 8" DIP water main on NW 6th Avenue to service the site potable water requirements.

C. DRAINAGE ANALYSIS

- i. **Provide the adopted level of service standard for the amendment area and current level of service.**

The site level of service standard requires the finish floor elevations to be above the 100 year flood elevation. The perimeter minimum elevation of the site must be above the 25-year, 3 day flood stage.

- ii. **Identify the facilities serving the service area in which the amendment is located.**

The existing site does not have any drainage facilities available to service the proposed development.

- iii. **Identify any planned drainage improvements including year, funding sources and other relevant information.**

No planned drainage improvements by the City in the area. The on-site drainage system will be designed to meet the level of service required for drainage purposes.

- iv. **Indicate if a Basin Surface Water Management Plan has been approved by the South Florida Water Management District for the amendment area. Also, indicate if the Basin Surface Water Management Plan is currently undergoing review for modification.**

The property currently has not been approved by the SFWMD and is not under review at this time. The project will be permitted thru SFWMD and Broward County EPD as part of the permitting process.

- v. **If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm, natural and proposed land elevation, one hundred year flood elevation, acreage for proposed water management retention area, elevations for buildings, roads, and yards, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.**

The surrounding areas meet the level of service for drainage purposes. The proposed site development will be designed to meet the minimum level of service required for drainage purposes.

vi. Letter from the Drainage District verifying the above information (if applicable).

Please see the letter from Broward County EPD regarding the required drainage design parameters as exhibit F.

D. SOLID WASTE

i. Provide the adopted level of service standard and the current level of service.

The level of service for solid waste single family unit is 8.9 pounds per day. The level of service for commercial uses is 1 pound per 100 square feet.

ii. Identify the facilities serving the amendment area including the landfill/plant capacity, current demand on landfill/plant capacity and committed landfill/plant.

The city of Pompano Beach provided garbage and recycling pick up for residential single family units. Commercial uses are required to use a solid waste and recycling company for solid waste disposal. The garbage is disposed of at the Broward county land fill.

iii. Identify the additional demand resulting from this amendment-provide calculations including assumed demand per square foot or dwelling unit.

The existing use of 426,539 square feet of commercial equates to 4,265 pounds per day. 1 pound per 100 square feet.

Residential use of 20 single family units x 8.9 = 178.

This results in a net decrease in solid waste demand of 4,087 pounds per day.

iv. Identify the projected landfill/plant capacity and demand for the short and long range planning horizons as identified within the adopted comprehensive plan provide demand projections and information regarding planned capacity expansions including year, identified funding sources and other relevant information.

The city has a contract with Waste Management to transport the garbage to the Monarch Hill land fill. The land fill has a capacity of 24,000,000 cubic yards and is projected future life capacity of 17 years. The land fill information and recycling is provided in the letter by the city of Pompano Beach as exhibit G.

v. Identify the existing and planned service to site.

The city of Pompano Beach will provide service to the proposed site twice a week.

vii. Letter from service provider verifying the above information.

See attached letter from the City of Pompano Beach as Exhibit G.

E. RECREATION AND OPEN SPACE ANALYSIS

i. Provide the adopted level of service standard and the current level of service.

The level of service required for the site is 2 acres per 1000 capita within the City of Pompano Beach.

ii. Identify the parks serving the amendment area including acreage and facility type, e.g. neighborhood, community or Regional Park.

The site currently has the following parks serving the future development:

1. Westside Park, Ely school – neighborhood park - 6.5 ac.
2. Pompano Beach municipal golf course – 63.75 ac.
3. Pompano Beach aquatics center – Community park
4. Quite water regional park – regional park
5. Kester field – 8.4 acres - neighborhood
6. Pompano Beach baseball park – community park
7. Mc Nair park – 6.4 acres - neighborhood

iii. Identify the additional need for park acreage resulting from this amendment.

The proposed development will generate 20 units x 3.5 persons per unit = 70 persons. The level of service of 2 acres per 1000 persons = 0.14 acres of park area.

iv. Identify the projected park needs for the short and long range planning horizons as identified within the adopted comprehensive plan- provide needed projections and information regarding planned capacity expansions including year, identified funding sources and other relevant information.

Based upon the current city population of 104,410 the total amount of parks required is 206.38 acres of park land. The city currently has 506.45 acres of park and recreational lands available. The additional demand of 0.14 acres does not exceed the amount of park land needed to meet the level of service per the city's policy.

F. MASS TRANSIT ANALYSIS

i. Provide the adopted level of service standard and the current level of service. Provide multi nodal transportation elements to the city.

ii. Identify the facilities serving the service area in which the amendment is located.

The site currently has a bus line route 14, 42 and 60 on adjacent streets within walking distance from the site.. Route 14 stops every 20 minutes on Powerline Road, Route 42 stops every 30 minutes on Atlantic Blvd. and Route 60 stops every 20 minutes on NW 27th Avenue.

iii. Identify the additional demand resulting from this amendment.

The demand will be reduced from the current commercial uses to the proposed residential uses.

iv. **Identify the projected mass transit capacity and demand for short and long range planning horizons as identified within the adopted comprehensive plan -provide demand projections and information regarding planned capacity expansions including year, identified funding sources and other relevant information.**

v. **Identify the existing and planned service to site.**

The site is currently supported by bus 3 bus routes 14,42 and 60. There are no future additional bus routes planned for the area.

vi. **Letter from service provider verifying the above information.**

Please see attached letter from Broward County transit as exhibit H.

G. PUBLIC EDUCATION ANALYSIS

i. **Identify the existing public elementary and secondary education facilities serving the area in which the amendment is located.**

The property is serviced by Coconut Creek Elementary, Crystal Lake Middle School and Coconut Creek High School.

ii. **Identify the existing school enrollment and permanent design capacity of the public elementary and secondary education facilities serving the area.**

school	Gross capacity	Over/ under gross capacity	Permanent capacity	15/16 projections
Coconut creek high	2884	-1422	2100	1490
Crystal Lake	1600	-278	1343	1313
Coconut Creek	803	-57	737	750

iii. **Identify the additional student demand resulting from this amendment calculations should be based on generation rates provided by the School Board of Broward County and provide copy of the School Concurrency form.**

The proposed amendment has 20 single family units.

school	Gross capacity	Over/ under gross capacity	Project student addition	Future student enrollment
Coconut creek high	2884	-1422	3	1493
Crystal Lake	1600	-278	2	1315
Coconut Creek	803	-57	5	755

- iv. **Identify the planned and/or funded improvements to serve the area in which the amendment is located, as included within the School Board's five-year capital plan- provide student demand projections and information regarding planned permanent design capacities and other relevant information.**

There are no improvements for these schools in the next 5 years. The schools projected enrollment is below the schools capacity.

- v. **Identify other public elementary and secondary school sites or alternative (such as site improvements, nominal fee lease options, shared use of public space for school purposes, etc.) not identified in Item #4 above, to serve the area in which the amendment is located.**

Please see letter from the Broward County School Board as Exhibit I.

6. ANALYSIS OF NATURAL AND HISTORIC RESOURCES

- A. **Indicate if the site contains, is located adjacent to or has the potential to adversely impact any of the natural and historic resource(s) listed below and, if so, how they will be protected or mitigated.**

The site does not contain any natural or historic resources.

- B. **Historic sites or districts on the National Register of Historic Places or locally designated historic sites.**

The site is not located on the historic site map or National register of historic places map.

- C. **Archaeological sites listed on the Florida Master Site File.**

The site is not on the Florida Master site file.

- D. **Wetlands as determined by the SFWMD, Army Corps of Engineers and the City of Pompano Beach.**

There are no wetlands on the site.

- E. **Natural areas depicted in the Conservation Element of the Pompano Beach Comprehensive Plan. If yes, identify the numbers, types and geographic distribution of animal and plant materials and options for preserving in place or for mitigation pursuant to the City of Pompano Beach Land Development.**

The site is not located on any of the cities conservation maps.

- F. **"Endangered" or "threatened species" or "species of special concern". If yes, identify the species and show the habitat location on the map.**

The site does not have any endangered or threatened species on it.

7. LAND USE COMPATIBILITY

Describe how the amendment is consistent with existing and proposed land uses in the area and what provisions have or will be made to ensure land use.

The land use change to residential is consistent with the surrounding residential properties. The location of the property is not on a commercial road and has residential uses on three sides. The location is not conducive to support a commercial use because it does not have the visibility and accessibility for B-3 zoning businesses. The West and North sides of the property are single family homes. The East side is residential apartments. The property to the South is commercial retail, but has a 6' high wall separating the property from the 1st street road Right of Way. The lot size is consistent with a single family standard lot. This is a Habitat for Humanity property. The properties to the North and West are Habitat for Humanity communities. This property is more compatible with the surrounding properties as residential single family than the current commercial land use.

8. HURRICANE EVACUATION ANALYSIS

Hurricane evacuation analysis based on the proposed amendment, considering the number of persons requiring evacuation, availability of hurricane shelter spaces, and evacuation routes and times.

The property is not within an evacuation area.

9. REDEVELOPMENT ANALYSIS

Indicate if the amendment is located in an identified redevelopment area. If so, describe how the amendment will facilitate redevelopment and promote existing redevelopment plans.

The property is within the redevelopment area. The property is currently vacant and due to the location of the site commercial development is not a sustainable use. The surrounding lands are residential allowing for a more compatible use.

10. CONSISTENCY WITH GOALS, OBJECTIVES AND POLICIES OF THE POMPANO BEACH COMPREHENSIVE PLAN

List of objectives and policies from the Pompano Beach Comprehensive Plan with which the proposed amendment is compatible.

CONSISTENCY WITH GOALS, OBJECTIVES AND POLICIES OF THE COUNTY LAND USE PLAN

POLICY 01.01 - Provide a range of housing opportunities and choices, including those in the "medium" to "high" densities where compatible with the physical location and services needs of residents in all age and income groups.

RESIDENTIAL USES:

OBJECTIVE 1.01.00 RESIDENTIAL DENSITIES AND PERMITTED USES IN RESIDENTIAL AREAS - Accommodate the projected population of Broward County by providing adequate areas on the Future Broward County Land Use Plan Map (Series) intended primarily for residential development, but which also permit those non-residential uses that are compatible with and necessary to support residential neighborhoods.

POLICY 1.01.01 - Residential areas shall be designated on the future Broward County Land Use Plan Map (Series) consistent with those categories identified within the Residential Permitted Uses subsection of the Plan Implementation

Requirements section of the Broward County Land Use Plan. The categories limit the maximum number of dwelling units that can be built in any designated residential area.

POLICY 1.01.02 Permit those land uses within designated residential areas which are identified in the Residential Permitted Uses subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan.

OBJECTIVE 1.03.00 CORRELATION OF RESIDENTIAL DENSITIES WITH TRANSPORTATION FACILITIES - Correlate the impacts of residential development with the regional roadway network of Broward County and all existing and planned transit facilities to ensure the adequacy and safety of all transportation facilities.

POLICY 1.03.02 Residential densities in the Medium High and High ranges should be located with adequate access to major and minor arterials, expressways and mass transit routes.

OBJECTIVE 8.03.00 EFFICIENT USE OF URBAN SERVICES - Discourage urban sprawl and encourage a separation of urban and rural land uses by directing new development into areas where necessary regional and community facilities and services exist.

LAND USE AND TRANSPORTATION:

GOAL 12.00.00 - COORDINATE TRANSPORTATION AND LAND USE PLANNING ACTIVITIES TO ENSURE ADEQUATE FACILITIES AND SERVICES ARE AVAILABLE TO MEET THE EXISTING AND FUTURE NEEDS OF BROWARD COUNTY'S POPULATION AND ECONOMY.

POLICY 12.01.04 - Broward County and its local governments shall consider the individual and cumulative impacts of land use plan amendments on the existing and planned transportation facilities within the County.

CONSISTENCY WITH GOALS, OBJECTIVES, AND POLICIES OF THE CITY LAND USE PLAN

POLICY 01.01.05

Review proposals for new development to identify the cumulative impacts of the proposed development on public services and facilities.

POLICY 01.03.05

All Land Use Plan Map amendments and rezonings shall provide for the orderly transition of varying residential land use designations.

POLICY 01.03.06

Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.

POLICY 01.03.10

Support and promote hotels, motels and other tourist accommodations in designated residential, commercial and commercial recreation land use designations.

POLICY 01.03.11

Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezoning's.

POLICY 01.03.12

The following criteria may be used in evaluating rezoning requests:

1. Density;
2. Design;
3. Distance to similar development;
4. Existing adjoining uses;
5. Proposed adjoining uses;
6. Readiness for redevelopment of surrounding uses; and
7. Proximity to mass transit.

POLICY 01.16.01

The City shall emphasize re-development and infill, which concentrates the growth and intensifies the land uses consistent with the availability of existing urban services and infrastructure in order to conserve natural and man-made resources.

CONSISTENCY WITH GOALS, OBJECTIVES, AND POLICIES OF THE CITY LAND USE PLAN

POLICY 01.01.05

Review proposals for new development to identify the cumulative impacts of the proposed development on public services and facilities.

POLICY 01.03.05

All Land Use Plan Map amendments and re-zoning shall provide for the orderly transition of varying residential land use designations.

11. POPULATION PROJECTIONS

A. Population projections for the 20-year planning horizon (indicate year).

The current population as of 2013 is 104,410. The future projections for 2025 are 116,371.

B. Revised population projections resulting from the proposed land use.

The land use amendment will generate 70 persons. This population increase is consistent with the future population growth of the city.

C. Whether the proposed development (if it provides housing) is proposed to meet the housing needs of the projected population as identified within Pompano Beach Comprehensive Plan.

The proposed land use change will allow increase housing supply to help meet the future population projections in the future.

D. Using population projections for the 20-year planning horizon, demonstrate the effect of the proposed amendment on the land needed to accommodate the projected population.

The city has future population growth projections to increase the population by 11,961 people. To meet this projection, new housing must be created. This development will add housing for 70 people which is needed to accommodate the future population demand.

12. ADDITIONAL SUPPORT DOCUMENT

Other support documents or summary of support documents on which the application for amendments based.

Please see attached city land use map for the surrounding area as Exhibit J.

MAP OF BOUNDARY SURVEY
NW 1ST STREET DEVELOPMENT - WEST PARCEL
 CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION

THE EAST 1/2 OF THE SOUTH 1/3 OF THE NORTH 3/5 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE EAST 25 FEET THEREOF, DEDICATED TO BROWARD COUNTY FOR PUBLIC ROAD PURPOSES.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

NOTES:

1. THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE AREA OF THIS PROPERTY IS 0.904 ACRES, MORE OR LESS.
3. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT(S) UNLESS OTHERWISE INDICATED.
4. THERE HAVE BEEN NO UNDERGROUND IMPROVEMENTS LOCATED IN CONNECTION WITH THIS SURVEY, EXCEPT AS SHOWN.
5. BEARINGS SHOWN HEREON ARE BASED ON THE CENTER LINE OF NW 28 AVENUE HAVING AN ASSUMED BEARING OF N 00°14'42" E.
6. RECORDING INFORMATION REFERS TO BROWARD COUNTY PUBLIC RECORDS UNLESS OTHERWISE INDICATED.
7. PROPERTY IS A VACANT PARCEL.
8. PROPERTY ADDRESS: NW CORNER OF NW 28TH AVENUE AND NW 1ST STREET, POMPANO BEACH, FLORIDA 33069.
9. PURPOSE OF THIS SURVEY SHOWN HEREON IS TO DETERMINE BOUNDARY OF WEST PARCEL IN PREPARATION OF LUPA APPLICATION.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE STANDARDS OF PRACTICE CONTAINED IN CHAPTER 2014-147 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

 DANIEL C. LAAK
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA REGISTRATION NO. LS5118

LAST DATE OF FIELD SURVEY: 02/06/15

LEGEND:

- CENTERLINE
- B.C.R. = BROWARD COUNTY RECORDS
- FIR/C = FOUND IRON ROD W/CAP
- ORB = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- PG. = PAGE
- R/W = RIGHT-OF-WAY
- U.E. = UTILITY EASEMENT

BOUNDARY SURVEY	02/09/15	LMK	DCL	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: HABITAT FOR HUMANITY			SCALE: 1" = 50'	
PROJECT NO.: 140102			SHEET 1 OF 2	

EXHIBIT A

EXHIBIT B



NO.	DATE	BY	REVISION

Designed by JM Date 12/14
 Drawn by ALE Date 12/14
 Checked by JM Date 12/14
 Approved by JAY MAEDHOL, P.E. Date 02/07/2015
 Registered Engineer Number: 54513
 State of Florida



HSQ GROUP, INC.
 Engineers · Planners · Surveyors
 1489 West Palmato Park Road, Suite 340
 Boca Raton, Florida 33486 · (561) 392-0221
 CEN 256 · LD1824

HABITAT FOR HUMANITY
 LOCATION MAP

PROJECT NUMBER
1401-02
 SHEET NUMBER
LM-1

Instructions:

Enter Numbers into the "Expected Units" in the Corresponding Yellow Column

Trip Generation Rates from the 8th Edition ITE Trip Generation Report

NA: Not Available KSF²: Units of 1,000 square feet
 DU: Dwelling Unit Fuel Position: # of vehicles that could be fueled simultaneously
 Occ.Room: Occupied Room

Description / ITE Code	Units	PM Peak Period Rate	% PM In	% PM Out	Expected Units (independent variable)	Calculated Daily Trips	PM Peak Trips - Total	PM In	PM Out
Waterport/Marine Terminal 010	Berths	NA	NA	NA		0	NA	NA	NA
Commercial Airport 021	Employees	0.80	54%	46%		0	0	NA	NA
Commercial Airport 021	Avg Flights/Day	5.75	56%	44%		0	0	NA	NA
Commercial Airport 021	Com. Flights/Day	6.88	54%	46%		0	0	NA	NA
General Aviation Airport 022	Employees	1.03	45%	55%		0	0	NA	NA
General Aviation Airport 022	Avg. Flights/Day	NA	NA	NA		0	NA	NA	NA
General Aviation Airport 022	Based Aircraft	0.37	45%	55%		0	0	NA	NA
Truck Terminal 030	Acres	6.55	43%	57%		0	0	NA	NA
Park&Ride w/ Bus Service 090	Parking Spaces	0.62	22%	78%		0	0	NA	NA
Park&Ride w/ Bus Service 090	Occ. Spaces	0.81	28%	72%		0	0	NA	NA
Light Rail Station w/ Park 093	Parking Space	1.24	58%	42%		0	0	NA	NA
Light Rail Station w/ Park 093	Occ. Spaces	1.33	58%	42%		0	0	NA	NA
General Light Industrial 110	KSF ²	0.97	12%	88%		0	0	NA	NA
General Light Industrial 110	Employees	0.42	21%	79%		0	0	NA	NA
General Heavy Industrial 120	KSF ²	0.68	NA	NA		0	0	NA	NA
General Heavy Industrial 120	Employees	0.88	NA	NA		0	0	NA	NA
Industrial Park 130	KSF ²	0.86	21%	79%		0	0	NA	NA
Industrial Park 130	Employees	0.46	20%	80%		0	0	NA	NA
Manufacturing 140	KSF ²	0.74	36%	64%		0	0	NA	NA
Manufacturing 140	Employees	0.36	44%	56%		0	0	NA	NA
Warehousing 150	KSF ²	0.32	25%	75%		0	0	NA	NA
Warehousing 150	Employees	0.59	35%	65%		0	0	NA	NA
Mini Warehouse 151	KSF ²	0.26	51%	49%		0	0	NA	NA
Mini Warehouse 151	Storage Units	0.02	NA	NA		0	0	NA	NA
Mini Warehouse 151	Employees	6.04	52%	48%		0	0	NA	NA
High-Cube Warehouse 152	KSF ²	0.10	33%	67%		0	0	NA	NA
High-Cube Warehouse 152	Employees	0.66	35%	65%		0	0	NA	NA
Utilities 170	KSF ²	0.76	45%	55%		0	0	NA	NA
Utilities 170	Employees	0.76	90%	10%		0	0	NA	NA
Single Family Homes 210	DU	1.01	63%	37%	20.0	191	20	13	7
Single Family Homes 210	Vehicles	0.67	66%	34%		0	0	NA	NA
Apartment 220	DU	0.62	65%	35%		0	0	NA	NA
Apartment 220	Persons	0.40	NA	NA		0	0	NA	NA
Apartment 220	Vehicles	0.60	NA	NA	0.0	0	0	NA	NA
Low Rise Apartment 221	Occ.DU	0.58	65%	35%	0.0	0	0	NA	NA
High Rise Apartment 222	DU	0.35	61%	39%	0.0	0	0	NA	NA
Mid-Rise Apartment 223	DU	0.39	58%	42%	0.0	0	0	NA	NA
Rental Townhouse 224	DU	0.72	51%	49%	0.0	0	0	NA	NA
Resd. Condo/Townhouse 230	DU	0.52	67%	33%	0.0	0	0	NA	NA
Resd. Condo/Townhouse 230	Persons	0.24	67%	33%		0	0	NA	NA
Low Rise Resd. Condo 231	DU	0.78	58%	42%		0	0	NA	NA
High Rise Resd. Condo 232	DU	0.38	62%	38%	0.0	0	0	NA	NA
Luxury Condo/Townhouse 233	Occ. DU	0.55	63%	37%	0.0	0	0	NA	NA
Mobile Home Park 240	DU	0.59	62%	38%		0	0	NA	NA
Mobile Home Park 240	Persons	0.26	63%	37%		0	0	NA	NA
Retirement Community 250	DU	0.27	56%	44%		0	0	NA	NA
Elderly Housing-Detached 251	DU	0.27	61%	39%		0	0	NA	NA
Congregate Care Facility 253	Occ.DU	0.17	56%	44%		0	0	NA	NA
Elderly Housing- Attached 252	Occ.DU	0.16	60%	40%		0	0	NA	NA
Recreational Homes 260	DU	0.26	41%	59%		0	0	NA	NA
Residential PUD 270	DU	0.62	65%	35%		0	0	NA	NA
Hotel 310	Occ. Room	0.70	49%	51%		0	0	NA	NA
Hotel 310	Rooms	0.59	53%	47%		0	0	NA	NA
Hotel 310	Employees	0.80	54%	46%		0	0	NA	NA

Residential use

EXHIBIT C

Church 560	KSF ²	0.55	48%	52%	0	0	NA	NA	
Synagogue 561	KSF ²	1.69	47%	53%	0	0	NA	NA	
Daycare Center 565	KSF ²	12.46	47%	53%	0	0	NA	NA	
Daycare Center 565	Students	0.82	47%	53%	0	0	NA	NA	
Daycare Center 565	Employees	4.79	47%	53%	0	0	NA	NA	
Cemetery 566	Employees	7.00	33%	67%	0	0	NA	NA	
Prison 571	KSF ²	2.91	NA	NA	0	0	NA	NA	
Prison 571	Employees	0.23	28%	72%	0	0	NA	NA	
Library 590	KSF ²	7.30	48%	52%	0	0	NA	NA	
Library 590	Employees	5.40	47%	53%	0	0	NA	NA	
Lodge/Fraternal Organization 591	Members	0.03	NA	NA	0	0	NA	NA	
Lodge/Fraternal Organization 591	Employees	4.05	NA	NA	0	0	NA	NA	
Hospital 610	KSF ²	1.14	42%	58%	0	0	NA	NA	
Hospital 610	Beds	1.31	36%	64%	0	0	NA	NA	
Hospital 610	Employees	0.33	31%	69%	0	0	NA	NA	
Nursing Home 620	Beds	0.22	33%	67%	0	0	NA	NA	
Nursing Home 620	Employees	NA	26%	74%	0	NA	NA	NA	
Clinic 630	KSF ²	5.18	NA	NA	0	0	NA	NA	
Clinic 630	Employees	1.23	41%	59%	0	0	NA	NA	
General Office 710 (Equation)	KSF ²	Equation	17%	83%	0	0	NA	NA	
General Office 710	KSF ²	1.49	17%	83%	0	0	NA	NA	
Corporate Headquarters 714	KSF ²	1.40	10%	90%	0	0	NA	NA	
Corporate Headquarters 714	Employees	1.40	10%	90%	0	0	NA	NA	
Single Tenant Office Bldg 715	KSF ²	1.72	15%	85%	0	0	NA	NA	
Single Tenant Office Bldg 715	Employees	0.50	15%	85%	0	0	NA	NA	
Medical Dental Office 720	KSF ²	3.46	27%	73%	0	0	NA	NA	
Medical Dental Office 720	Employees	1.06	34%	66%	0	0	NA	NA	
Government Office Building 730	KSF ²	1.21	31%	69%	0	0	NA	NA	
Government Office Building 730	Employees	1.91	74%	26%	0	0	NA	NA	
State Motor Vehicles Dept. 731	KSF ²	17.09	NA	NA	0	0	NA	NA	
State Motor Vehicles Dept. 731	Employees	4.58	NA	NA	0	0	NA	NA	
US Post Office 732	KSF ²	11.12	51%	49%	0	0	NA	NA	
US Post Office 732	Employees	2.84	51%	49%	0	0	NA	NA	
Gov. Office Complex 733	KSF ²	2.85	31%	69%	0	0	NA	NA	
Gov. Office Complex 733	Employees	0.79	31%	69%	0	0	NA	NA	
R&D Center 760	KSF ²	1.07	15%	85%	0	0	NA	NA	
R&D Center 760	Employees	0.41	10%	90%	0	0	NA	NA	
Building Materials/Lumber 812	KSF ²	4.49	47%	53%	0	0	NA	NA	
Building Materials/Lumber 812	Employees	2.77	51%	49%	0	0	NA	NA	
Free-Standing Discount Superstore 813	KSF ²	4.61	49%	51%	0	0	NA	NA	
Free-Standing Discount Store 815	KSF ²	5.00	50%	50%	0	0	NA	NA	
Free-Standing Discount Store 815	Employees	3.48	50%	50%	0	0	NA	NA	
Hardware/Paint Store 816	KSF ²	4.84	47%	53%	0	0	NA	NA	
Hardware/Paint Store 816	Employees	5.05	NA	NA	0	0	NA	NA	
Nursery (Garden Center) 817	KSF ²	3.80	NA	NA	0	0	NA	NA	
Nursery (Garden Center) 817	Employees	1.99	NA	NA	0	0	NA	NA	
Nursery (Wholesale) 818	KSF ²	5.17	NA	NA	0	0	NA	NA	
Nursery (Wholesale) 818	Employees	0.47	NA	NA	0	0	NA	NA	
Shopping Center 820 (Equation)	KSF ²	Equation	49%	51%	0	0	NA	NA	
Shopping Center 820 Rate	KSF ²	3.37	49%	51%	426.0	18,292	1,436	703	732
Factory Outlet Center 823	KSF ²	2.29	47%	53%	0	0	NA	NA	
Quality Restaurant 931	KSF ²	7.49	67%	33%	0	0	NA	NA	
Quality Restaurant 931	Seats	0.26	67%	33%	0	0	NA	NA	
High Turnover/Sit Down Rest 932	KSF ²	11.15	59%	41%	0	0	NA	NA	
High Turnover/Sit Down Rest 932	Seats	0.41	57%	43%	0	0	NA	NA	
Fast Food w/o Drive Thru 933	KSF ²	26.15	51%	49%	0	0	NA	NA	
Fast Food w/o Drive Thru 933	Seats	2.13	64%	36%	0	0	NA	NA	

Commercial use

EXHIBIT C



February 8, 2015

Mr. LECH S. NAGODA
Broward County Office of Environmental Services
2555 W. Copans Road
Pompano Beach, FL 33069

Re: **HABITAT PROPERTY LUPA – NW 1st STREET AND NW 28TH AVENUE**
HSQ Project Number: **1401-02**

Dear Lech:

Habitat for Humanity is developing the 1.956 acre property located at the NW 1st Street and NW 28th Avenue. The developer is seeking a land use plan amendment (LUPA) to change the land use from Commercial (C) to Residential LM (5-10 DU/AC). As part of the land use amendment application, the following information must be provided to insure the land use change does not have any adverse effects on the public service elements serving the site. The existing commercial land use designation could support a 426,539 commercial retail/ office and the proposed residential land use designation could support 20 single family units. The anticipated responses to each question has been provided. Please confirm the information and provide any additional information as necessary. A location map is attached for your use. Please provide information required as follows:

A. SANITARY SEWER ANALYSIS

i. Provide the adopted level of service and the current level of service.

The level of service for the current commercial use is 0.1 GPD per square foot of commercial building.

The level of service for residential single family is 350 GPD per residential unit.

ii. Identify the facilities serving the amendment area including the plant capacity, current demand on plant capacity and committed plant capacity.

The sanitary sewer is serviced by the City of Pompano Beach. The city pumps its sewer to Broward County wastewater treatment plant.

The Broward County Plant capacity is 100 MGD. The current demand is 82 MGD. The plant has capacity for the land use amendment.

iii. Identify the additional demand resulting from this amendment – provide calculations including assumed demand per square foot or dwelling unit.

The existing commercial use demand is $426,539 \times 0.1 = 42,653.9$ GPD.

The proposed residential use demand is $20 \times 350 = 7,000$ GPD.

The land use amendment would result in a net decrease in demand of 35,653.9 GPD.

iv. Identify the projected plant capacity and demand for the short and long range planning horizons as identified within the adopted comprehensive plan provide demand projections and information regarding planned capacity expansions including year, identified funding sources and other relevant information.

Z:\Projects\2014\1401-02 NW 1st St. Development Habitat\Applications\land use\1401-02 habitat 1st streetoes wastewater.doc

EXHIBIT D



HSQ GROUP, INC.
Consulting Engineers • Planners • Transportation
1489 W. Palmetto Park Road, Suite 340
Boca Raton, FL. 33486
(561) 392-0221 Phone • (561) 392-6458 Fax

The County plant capacity is 100 MGD. The future 2025 projected demand is 95 MGD.

Please see attached letter from Broward County Wastewater department with the requested information as exhibit D.

v. Identify the existing and planned service to site- provide information regarding existing and proposed trunk lines and lateral hookups to the amendment site.

The site has an existing 8" gravity sewer system on NW 15th Street and NW 6th Avenue capable of serving the site sanitary needs.

If you have any questions or require additional information please do not hesitate to contact my office.

Sincerely,
HSQ GROUP, INC.

A handwritten signature in blue ink that reads "Jay Huebner".

Jay Huebner, P.E., A.I.C.P., LEED AP
Principal



February 8, 2015

Mrs. Alessandra Delfico, P.E.
City of Pompano Utilities Dept.
100 West Atlantic Boulevard
Pompano Beach, Fl 33060

Re: **HABITAT PROPERTY LUPA – NW 1st STREET AND NW 28TH AVENUE**
HSQ Project Number: **1401-02**

Dear Alessandra:

Habitat for Humanity is developing the 1.956 acre property located at the NW 1st Street and NW 28th Avenue. The developer is seeking a land use plan amendment (LUPA) to change the land use from Commercial (C) to Residential LM (5-10 DU/AC). As part of the land use amendment application, the following information must be provided to insure the land use change does not have any adverse effects on the public service elements serving the site. The existing commercial land use designation could support a 426,539 commercial retail/ office and the proposed residential land use designation could support 20 single family units. The anticipated responses to each question has been provided. Please confirm the information and provide any additional information as necessary. A location map is attached for your use. Please provide information required as follows:

A. SANITARY SEWER ANALYSIS

i. Provide the adopted level of service and the current level of service.

The level of service for the current commercial use is 0.1 GPD per square foot of commercial building.

The level of service for residential single family is 350 GPD per residential unit.

ii. Identify the facilities serving the amendment area including the plant capacity, current demand on plant capacity and committed plant capacity.

The sanitary sewer is serviced by the City of Pompano Beach. The city pumps its sewer to Broward County wastewater treatment plant.

The Broward County Plant capacity is 100 MGD. The current demand is 82 MGD. The plant has capacity for the land use amendment.

iii. Identify the additional demand resulting from this amendment – provide calculations including assumed demand per square foot or dwelling unit.

The existing commercial use demand is $426,539 \times 0.1 = 42,653.9$ GPD.

The proposed residential use demand is $20 \times 350 = 7,000$ GPD.

The land use amendment would result in a net decrease in demand of 35,653.9 GPD.

iv. Identify the projected plant capacity and demand for the short and long range planning horizons as identified within the adopted comprehensive plan provide demand projections and information regarding planned capacity



HSQ GROUP, INC.
Consulting Engineers • Planners • Transportation
1489 W. Palmetto Park Road, Suite 340
Boca Raton, FL. 33486
(561) 392-0221 Phone • (561) 392-6458 Fax

expansions including year, identified funding sources and other relevant information.

The County plant capacity is 100 MGD. The future 2025 projected demand is 95 MGD.

Please see attached letter from Broward County Wastewater department with the requested information as exhibit D.

v. Identify the existing and planned service to site- provide information regarding existing and proposed trunk lines and lateral hookups to the amendment site.

The site has an existing 8" gravity sewer system on NW 15th Street and NW 6th Avenue capable of serving the site sanitary needs.

See attached letter from the City of Pompano Beach Utility Department.

If you have any questions or require additional information please do not hesitate to contact my office.

Sincerely,
HSQ GROUP, INC.

A handwritten signature in blue ink that reads 'Jay Huebner'.

Jay Huebner, P.E., A.I.C.P., LEED AP
Principal

February 12, 2015

Mr. Jay Huebner
HSQ GROUP, INC.
1489 West Palmetto Park Road
Suite 340
Boca Raton, Florida 33486

RE: Habitat Property LUPA NW 1st Street and NW 28th Ave
HSQ Project 1401-02

Dear Mr. Huber,

I have reviewed your analysis of the water and sanitary sewer for the property at NW 1st Street and NW 28th Avenue Habitat for Humanity is developing. I agree with your analysis that the Land Use change from Commercial to Residential LM (5-10 DU/ AC) will not be detrimental.

The site is served by an 8" gravity sewer and 8" potable water main as shown on the attached map. The sanitary sewer transmission system is operated by the City of Pompano Beach, The wastewater is treated by Broward County Water and Wastewater services.

The Pompano water plant capacity is 50 MGD, the consumptive use permit raw water withdrawal is 17.75 MGD. The average daily use over the past year is 13.33 MG it is plant number 4061129

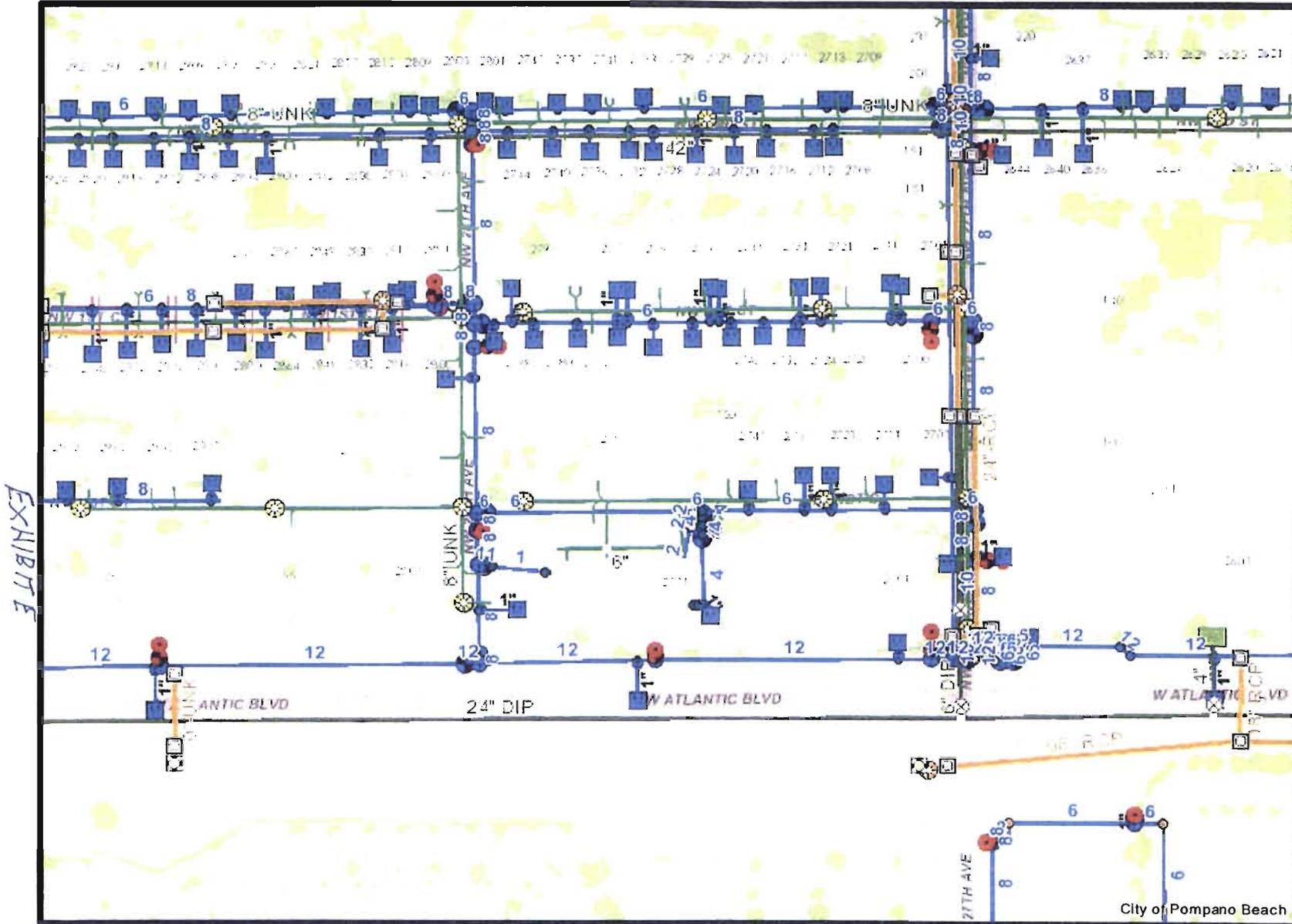
Sincerely,



Alessandra Delfico PE CFM
City Engineer

EXHIBIT E

Pompano Utility Map

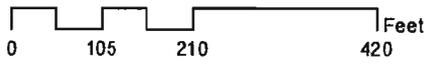


- Legend**
-  Raw Water Final Potential Well Sites
 -  <all other values>
 -  Discharge Structure
 -  Diversion Chamber
 -  Diversion Point
 -  Junction Chamber
 -  Lift Station
 -  Production Well
 -  Pump Station
 -  Split Manhole
 -  Storage Basin
 -  Tide Chamber
 -  Treatment Plant
 -  Storm System Valves
 -  Storm Control Valves
 -  Storm Inlets
 -  Storm Discharge Points
 -  Storm Clean Outs
 -  Storm Manholes

EXHIBIT E

City of Pompano Beach

Author: NW 1st Street and NW 28th AV
 Date: 2/11/2015



This product has been compiled from various source data from the City of Pompano Beach. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. The City of Pompano Beach assumes no responsibility for any use of the information contained herein or any loss resulting there from.



February 8, 2015

Mrs. Alessandra Delfico, P.E.
City of Pompano Utilities Dept.
100 West Atlantic Boulevard
Pompano Beach, Fl 33060

Re: **HABITAT PROPERTY LUPA – NW 1st STREET AND NW 28TH AVENUE**
HSQ Project Number: **1401-02**

Dear Alessandra:

Habitat for Humanity is developing the 1.956 acre property located at the NW 1st Street and NW 28th Avenue. The developer is seeking a land use plan amendment (LUPA) to change the land use from Commercial (C) to Residential LM (5-10 DU/AC). As part of the land use amendment application, the following information must be provided to insure the land use change does not have any adverse effects on the public service elements serving the site. The existing commercial land use designation could support a 426,539 commercial retail/ office and the proposed residential land use designation could support 20 single family units. The anticipated responses to each question has been provided. Please confirm the information and provide any additional information as necessary. A location map is attached for your use. Please provide information required as follows:

A. POTABLE WATER ANALYSIS

i. Provide the adopted level of service standard and the current level of service.

The level of service for the current commercial use is 0.1 GPD per square foot of commercial building.

The level of service for residential single family is 350 GPD per residential unit.

ii. Identify the facilities serving the amendment area including the plant capacity, current demand and committed demand.

The site is serviced by the City of Pompano Beach water treatment plant. The current plant capacity is 50 MGD. The committed demand is 13.1 MGD.

iii. Identify the wellfield serving the amendment area including the permitted capacity, remaining capacity and expiration date of the permit.

The City currently has a SFWMD well permit for 17.75 MGD thru 2025.

Please see attached letter from the City of Pompano Beach Utilities as Exhibit E.

iv. Identify the additional potable water demand resulting from this amendment provide calculations including assumed demand per square foot or dwelling unit.

The existing commercial use demand is $426,539 \times 0.1 = 42,653.9$ GPD.

The proposed residential use demand is $20 \times 350 = 7,000$ GPD.

The land use amendment would result in a net decrease in demand of 35,653.9 GPD.



HSQ GROUP, INC.
Consulting Engineers • Planners • Transportation
1489 W. Palmetto Park Road, Suite 340
Boca Raton, FL. 33486
(561) 392-0221 Phone • (561) 392-6458 Fax

- v. **Identify the projected or planned capacity for the short and long range planning horizons as included within the adopted comprehensive plan - provide demand projections and information regarding planned plant capacity expansions including year, funding and other relevant information. If additional wellfields are planned, provide status including the status of any permit applications.**

The current plant capacity is 50 MGD with a SFWMD permit for 17.75 MGD. If the actual demand increases in the future, a permit for up to 50 MGD can be obtained. Please see attached letter from the City of Pompano Beach Utilities as Exhibit E.

- vi. **Identify the existing and planned service to site- provide information regarding existing and proposed trunk lines and water main hookups to the amendment site.**

The existing property has an existing 36" DIP water main on NW 15th Street and a 8" DIP water main on NW 6th Avenue to service the site potable water requirements.

If you have any questions or require additional information please do not hesitate to contact my office.

Sincerely,
HSQ GROUP, INC.

A handwritten signature in blue ink, appearing to read 'Jay Huebner', is written over the typed name.

Jay Huebner, P.E., A.I.C.P., LEED AP
Principal



Public Works Department – Water and Wastewater Services

WATER MANAGEMENT DIVISION

2555 West Copans Road • Pompano Beach Florida 33069 • PHONE: 954-831-0751 • FAX: 954 831-3285

Jay Huebner
HSQ Group, Inc.
1489 W. Palmetto Park Road, Suit 340
Boca Raton, Fl. 33486

FROM: Joe Heilman
Broward County Water Management Division

SUBJECT: Habitat Property LUPA- NW 1st St & NW 28th Ave

Mr. Huebner,

The information in your LUPA package is essentially correct. The Water Management Division has no objection to this LUPA.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Heilman", is written over a horizontal line.

Joe Heilman
Natural Resource Specialist II
Broward County Water Management Division
2555 W. Copans Road, Pompano Beach, FL 33069
Office:(954)-831-0764
Fax:(954) 831-3285
E-mail: JHeilman@Broward.org

February 11, 2015

EXHIBIT F



February 8, 2015

MRS. ASHLEY RESTA, P.E.
Broward County Environmental Protection & Growth Management Dept.
One N. University Drive, Suite 201A
Plantation, FL 33324

Re: **HABITAT PROPERTY LUPA – NW 1ST STREET AND NW 28TH AVENUE**
HSQ Project Number: **1401-02**

Dear Ashley:

Habitat for Humanity is developing the 1.956 acre property located at the NW 1st Street and NW 28th Avenue. The developer is seeking a land use plan amendment (LUPA) to change the land use from Commercial (C) to Residential LM (5-10 DU/AC). As part of the land use amendment application, the following information must be provided to insure the land use change does not have any adverse effects on the public service elements serving the site. The existing commercial land use designation could support a 426,539 commercial retail/ office and the proposed residential land use designation could support 20 single family units. The anticipated responses to each question has been provided. Please confirm the information and provide any additional information as necessary. A location map is attached for your use. Please provide information required as follows:

A. DRAINAGE ANALYSIS

i. Provide the adopted level of service standard for the amendment area and current level of service.

The site level of service standard requires the finish floor elevations to be above the 100 year flood elevation. The perimeter minimum elevation of the site must be above the 25-year, 3 day flood stage.

ii. Identify the facilities serving the service area in which the amendment is located.

The existing site does not have any drainage facilities available to service the proposed development.

iii. Identify any planned drainage improvements including year, funding sources and other relevant information.

No planned drainage improvements by the City in the area. The on- site drainage system will be designed to meet the level of service required for drainage purposes.

iv. Indicate if a Basin Surface Water Management Plan has been approved by the South Florida Water Management District for the amendment area. Also, indicate if the Basin Surface Water Management Plan is currently undergoing review for modification.



HSQ GROUP, INC.
Consulting Engineers • Planners • Transportation
1489 W. Palmetto Park Road, Suite 340
Boca Raton, FL. 33486
(561) 392-0221 Phone • (561) 392-6458 Fax

The property currently has not been approved by the SFWMD and is not under review at this time. The project will be permitted thru SFWMD and Broward County EPD as part of the permitting process.

- v. **If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm, natural and proposed land elevation, one hundred year flood elevation, acreage for proposed water management retention area, elevations for buildings, roads, and yards, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.**

The surrounding areas meet the level of service for drainage purposes. The proposed site development will be designed to meet the minimum level of service required for drainage purposes.

If you have any questions or require additional information please do not hesitate to contact my office.

Sincerely,
HSQ GROUP, INC.

A handwritten signature in blue ink, appearing to read 'Jay Huebner'.

Jay Huebner, P.E., A.I.C.P., LEED AP
Principal



February 8, 2015

Mr. Russ Ketchem

City of Pompano recycling
100 West Atlantic Boulevard
Pompano Beach, Fl 33060

Re: **HABITAT PROPERTY LUPA – NW 1ST STREET AND NW 28TH AVENUE**
HSQ Project Number: **1401-02**

Dear Russ:

Habitat for Humanity is developing the 1.956 acre property located at the NW 1st Street and NW 28th Avenue. The developer is seeking a land use plan amendment (LUPA) to change the land use from Commercial (C) to Residential LM (5-10 DU/AC). As part of the land use amendment application, the following information must be provided to insure the land use change does not have any adverse effects on the public service elements serving the site. The existing commercial land use designation could support a 426,539 commercial retail/ office and the proposed residential land use designation could support 20 single family units. The anticipated responses to each question has been provided. Please confirm the information and provide any additional information as necessary. A location map is attached for your use. Please provide information required as follows:

A. SOLID WASTE

i. **Provide the adopted level of service standard and the current level of service.**
The level of service for solid waste single family unit is 8.9 pounds per day.
The level of service for commercial uses is 1 pound per 100 square feet.

ii. **Identify the facilities serving the amendment area including the landfill/plant capacity, current demand on landfill/plant capacity and committed landfill/plant.**

The city of Pompano Beach provided garbage and recycling pick up for residential single family units. Commercial uses are required to use a solid waste and recycling company for solid waste disposal. The garbage is disposed of at the Broward county land fill.

iii. **Identify the additional demand resulting from this amendment- provide calculations including assumed demand per square foot or dwelling unit.**

The existing use of 426,539 square feet of commercial equates to 4,265 pounds per day. 1 pound per 100 square feet.

Residential use of 20 single family units x 8.9 = 178.

This results in a net decrease in solid waste demand of 4,087 pounds per day.



HSQ GROUP, INC.
Consulting Engineers • Planners • Transportation
1489 W. Palmetto Park Road, Suite 340
Boca Raton, FL. 33486
(561) 392-0221 Phone • (561) 392-6458 Fax

- iv. **Identify the projected landfill/plant capacity and demand for the short and long range planning horizons as identified within the adopted comprehensive plan provide demand projections and information regarding planned capacity expansions including year, identified funding sources and other relevant information.**

The city has a contract with Waste Management to transport the garbage to the Monarch Hill land fill. The land fill has a capacity of 24,000,000 cubic yards and is projected future life capacity of 17 years. The land fill information and recycling is provided in the letter by the city of Pompano Beach as exhibit G.

- v. **Identify the existing and planned service to site.**

The city of Pompano Beach will provide service to the proposed site twice a week.

If you have any questions or require additional information please do not hesitate to contact my office.

Sincerely,
HSQ GROUP, INC.

A handwritten signature in blue ink that reads "Jay Huebner".

Jay Huebner, P.E., A.I.C.P., LEED AP
Principal



February 8, 2015

Mrs. ARETHIA DOUGLAS, PE
Broward County Mass Transit
3201 WEST COPANS ROAD
POMPANO BEACH, FL 33069

Re: **HABITAT PROPERTY LUPA – NW 1ST STREET AND NW 28TH AVENUE**
HSQ Project Number: **1401-02**

Dear Arethia:

Habitat for Humanity is developing the 1.956 acre property located at the NW 1st Street and NW 28th Avenue. The developer is seeking a land use plan amendment (LUPA) to change the land use from Commercial (C) to Residential LM (5-10 DU/AC). As part of the land use amendment application, the following information must be provided to insure the land use change does not have any adverse effects on the public service elements serving the site. The existing commercial land use designation could support a 426,539 commercial retail/ office and the proposed residential land use designation could support 20 single family units. The anticipated responses to each question has been provided. Please confirm the information and provide any additional information as necessary. A location map is attached for your use. Please provide information required as follows:

A. MASS TRANSIT ANALYSIS

i. **Provide the adopted level of service standard and the current level of service. Provide multi nodal transportation elements to the city.**

ii. **Identify the facilities serving the service area in which the amendment is located.**

The site currently has a bus line route 14, 42 and 60 on adjacent streets within walking distance from the site.. Route 14 stops every 20 minutes on Powerline Road, Route 42 stops every 30 minutes on Atlantic Blvd. and Route 60 stops every 20 minutes on NW 27th Avenue.

iii. **Identify the additional demand resulting from this amendment.**

The demand will be reduced from the current commercial uses to the proposed residential uses.

iv. **Identify the projected mass transit capacity and demand for short and long range planning horizons as identified within the adopted comprehensive plan -provide demand projections and information regarding planned capacity expansions including year, identified funding sources and other relevant information.**

v. **Identify the existing and planned service to site.**

The site is currently supported by bus 3 bus routes 14,42 and 60. There are no future additional bus routes planned for the area.



HSQ GROUP, INC.
Consulting Engineers • Planners • Transportation
1489 W. Palmetto Park Road, Suite 340
Boca Raton, FL. 33486
(561) 392-0221 Phone • (561) 392-6458 Fax

If you have any questions or require additional information please do not hesitate to contact my office.

Sincerely,
HSQ GROUP, INC.

A handwritten signature in blue ink that reads 'Jay Huebner'.

Jay Huebner, P.E., A.I.C.P., LEED AP
Principal



February 8, 2015

Mrs. Lisa Wight
Planner, Growth Management
Facility Planning and Real Estate Department
School Board of Broward County

Re: **HABITAT PROPERTY LUPA – NW 1ST STREET AND NW 28TH AVENUE**
 HSQ Project Number: **1401-02**

Dear Lisa:

Habitat for Humanity is developing the 1.956 acre property located at the NW 1st Street and NW 28th Avenue. The developer is seeking a land use plan amendment (LUPA) to change the land use from Commercial (C) to Residential LM (5-10 DU/AC). As part of the land use amendment application, the following information must be provided to insure the land use change does not have any adverse effects on the public service elements serving the site. The existing commercial land use designation could support a 426,539 commercial retail/ office and the proposed residential land use designation could support 20 single family units. The anticipated responses to each question has been provided. Please confirm the information and provide any additional information as necessary. A location map is attached for your use. Please provide information required as follows:

A. PUBLIC EDUCATION ANALYSIS

- i. Identify the existing public elementary and secondary education facilities serving the area in which the amendment is located.**

The property is serviced by Coconut Creek Elementary, Crystal Lake Middle School and Coconut Creek High School.

- ii. Identify the existing school enrollment and permanent design capacity of the public elementary and secondary education facilities serving the area.**

school	Gross capacity	Over/ under gross capacity	Permanent capacity	15/16 projections
Coconut creek high	2884	-1422	2100	1490
Crystal Lake	1600	-278	1343	1313
Coconut Creek	803	-57	737	750

- iii. Identify the additional student demand resulting from this amendment calculations should be based on generation rates provided by the School Board of Broward County and provide copy of the School Concurrency form.**

The proposed amendment has 20 single family units.

EXHIBIT I



school	Gross capacity	Over/ under gross capacity	Project student addition	Future student enrollment
Coconut creek high	2884	-1422	3	1493
Crystal Lake	1600	-278	2	1315
Coconut Creek	803	-57	5	755

- iv. Identify the planned and/or funded improvements to serve the area in which the amendment is located, as included within the School Board's five-year capital plan- provide student demand projections and information regarding planned permanent design capacities and other relevant information.

- v. Identify other public elementary and secondary school sites or alternative (such as site improvements, nominal fee lease options, shared use of public space for school purposes, etc.) not identified in Item #4 above, to serve the area in which the amendment is located.

If you have any questions or require additional information please do not hesitate to contact my office.

Sincerely,
HSQ GROUP, INC.

Jay Huebner, P.E., A.I.C.P., LEED AP
Principal

PUBLIC SCHOOL IMPACT APPLICATION

The School Board of Broward County, Florida
Growth Management Section
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor, Fort Lauderdale, FL 33301; Phone: 754-321-2177, Fax: 754-321-2179
www.browardschools.com

GENERAL PROJECT INFORMATION

APPLICATION TYPE

Land Use DRI Rezoning Flex/Reserve Allocation Plat Site Plan

FOR INTERNAL USE ONLY

School Board Number

County Project Number

City Project Number

Project Name

Has this project been previously submitted (since Feb. 01, 2008)? No If yes, provide the SBBC Number

Application Fee Amount Due/Paid* Check No. Is proof of Payment attached?

* Make check payable to "School Board of Broward County." No cash will be accepted.

PROJECT LOCATION AND SIZE

Section Township Range

General location of the project Side of

at/between and

Area Acreage Jurisdiction

APPLICANT INFORMATION

Owner's Name Phone

Address City State Zip

Developer/Agent

Address City State Zip

Phone Fax Number

Agent's E-mail

DEVELOPMENT DETAILS

Land Use Designation Existing Proposed

Page 1 of 2
EXHIBIT A

Zoning Designation Existing B-3 Proposed RS-4

PERMITTED					PROPOSED			
Residential Type	Total Units	Built Units	Bedroom Mix	Un-built Units	Bedroom Mix	Residential Type	Number of Units	Bedroom Mix
Single Family			____ 3 BR or Less ____ 4 BR or >		____ 3 BR or Less ____ 4 BR or >	Single Family	20	____ 3 BR or Less 20 ____ 4 BR or >
Townhouse/ Duplex/ Villa			____ 1 BR or Less ____ 2 BR ____ 3 BR or >		____ 1 BR or Less ____ 2 BR ____ 3 BR or >	Townhouse/ Duplex/ Villa		____ 1 BR or Less ____ 2 BR ____ 3 BR or >
Garden Apartment			____ 1 BR or Less ____ 2 BR ____ 3 BR or >		____ 1 BR or Less ____ 2 BR ____ 3 BR or >	Garden Apartment		____ 1 BR or Less ____ 2 BR ____ 3 BR or >
Mid Rise			____ 1 BR or Less ____ 2 BR or >			Mid Rise		____ 1 BR or Less ____ 2 BR or >
High Rise						High Rise		
Mobile Home			____ 2 BR or Less ____ 3 BR or >		____ 2 BR or Less ____ 3 BR or >	Mobile Home		____ 2 BR or Less ____ 3 BR or >
Total						Total		

Does this project include a non-residential development? No

If yes, please describe other proposed uses _____

VESTED RIGHTS/EXEMPTION INFORMATION

Amount of Vested/Exempt development (including number of units, type, and bedroom mix) _____

Exemption Criteria (check any/all as applicable)	Vesting Criteria (check any/all as applicable)	Associated Application Number
____ Generates less than one student*	____ Located within previously approved plan amendment or rezoning with a valid mitigation agreement with the School Board through an executed and recorded DRC or Tri-Party*	
____ Age restricted to persons 18 and over*	____ Obtained site plan final approval prior to February 1, 2008*	
____ Statutory exemption* ____ Applicable Statute*	____ Site plan located within a plat for which school impacts have been satisfied*	
____ Site Plan located within a plat with a valid final SCAD letter*		Associated Plat Number: _____

* Supporting documentation is required

Signature of Applicant/Agent: [Signature] Date: 2-11-15

Please attach a survey of the project site
 NOTE: 30-Day review period only commences upon a determination of completeness by School District Staff. Applicant submitting a plat application must include an official letter containing plat name and municipal project number and must indicate that the plat has been approved or accepted by the municipality
 ALL APPLICANTS MUST SUBMIT THE APPLICATION TO THE 8th FLOOR

Page 2 of 2
 EXHIBIT H

HABITAT FOR HUMANITY OF BROWARD INC
 3564 N. OCEAN BLVD
 FT LAUDERDALE, FL 33308-6752

BB&T
 BRANCH BANKING AND TRUST COMPANY
 1-800-BANK BBT BBT.com
 63-9138/2631

3086

2/11/2015

PAY TO THE ORDER OF The School Board of Broward County \$ **1,900.00

One Thousand Nine Hundred and 00/100***** DOLLARS

Broward County School Board
 600 S.E. 3rd Avenue
 Ft. Lauderdale, FL 33301

MEMO School Impact Fees


 AUTHORIZED SIGNATURE

⑈003086⑈ ⑆263191387⑆ 1100804476377⑈

HABITAT FOR HUMANITY OF BROWARD INC

3086

The School Board of Broward County

Date	Type	Reference	Original Amt.	Balance Due	2/11/2015 Discount	Payment
2/11/2015	Bill	2-11-2015-2	1,900.00	1,900.00		1,900.00
					Check Amount	1,900.00

BB&T Operating(6377 School Impact Fees 1,900.00

HABITAT FOR HUMANITY OF BROWARD INC

3086

The School Board of Broward County

Date	Type	Reference	Original Amt.	Balance Due	2/11/2015 Discount	Payment
2/11/2015	Bill	2-11-2015-2	1,900.00	1,900.00		1,900.00
					Check Amount	1,900.00

BB&T Operating(6377 School Impact Fees 1,900.00

EXHIBIT 4

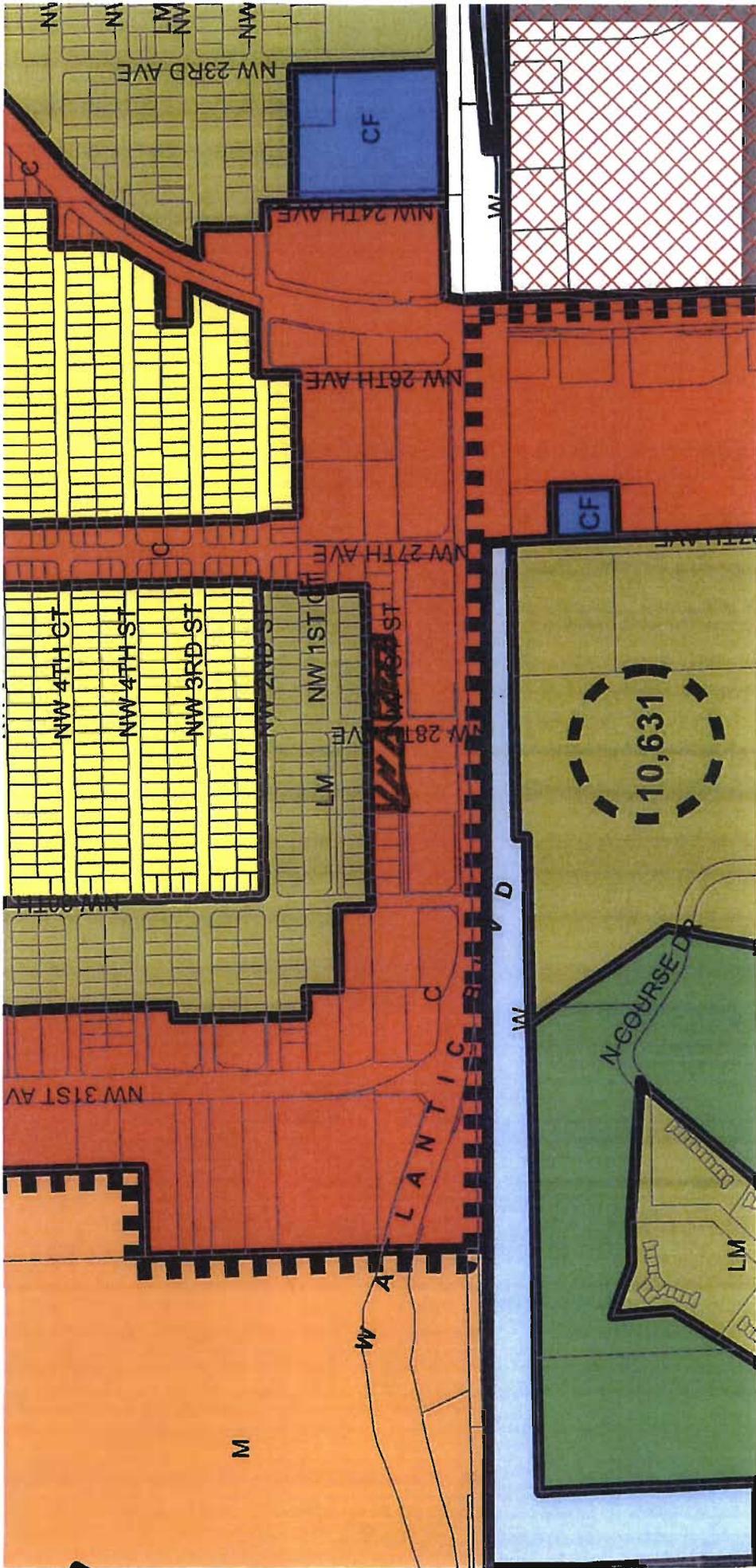


EXHIBIT J

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 license agreement between the City of Pompano Beach and LS Events LLC for the Brazilian Festival.
Fiscal Impact: In-kind Services: \$14,506.58 (no rain date) or \$19,520.41 (rain date) and payment to BSO for law enforcement services \$5,971(no rain date) or \$6,415 (rain date) from Special Services Account 001-9910-599-46-50

Summary of Purpose and Why:

The License Agreement will allow LS Events LLC to host a Brazilian Festival at Community Park and the Amphitheater in October for the next five years (2015-2019). The event dates are listed on page 3 of the agreement, with set up for the Brazilian festival(s) commencing at 8 a.m. on the dates listed and clean-up completed by 8 p.m. on the dates listed. The City will contribute in-kind services in the amount of \$14,506.58 (Exhibit 7) for the 2015 event, which will include services from Fire Rescue (\$8,110.00), Public Works (\$5,013.83), Parks, Recreation and Cultural Arts (\$764) and Facility Rental Fees (\$618.75). If there is a rain date, the in-kind services will be \$19,520.41 (Exhibit 8) for the 2015 event would include services from Fire Rescue (\$8,110.00), Public Works (\$10,027.66), Parks, Recreation and Cultural Arts (\$764) and Facility rental fees (\$618.75). The City will pay Broward Sherriff's Office for law enforcement services for the 2015 event the estimated amount of \$5,971 if no rain date, and \$6,415.00 if a rain date is used. This is the fourth year the City and LS Events LLC has hosted the Brazilian Festival, which is open to the public with no admission charge. We expect approximately 4,000 people will attend the one day event.



This item relates to the Strategic Plan: Great Places: Goal 2.0, Initiative 2.8 – Develop and promote cultural/heritage tourism opportunities, Initiative 2.8.4. Increase tourism at City Cultural facilities by 5% a year and Initiative 3.1.3 Support a Brazilian Festival.

- (1) Origin of request for this action: Staff initiated
- (2) Primary staff contact: Mark Beaudreau, Recreation Programs Administrator Ext. 4191
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: In-Kind Services of \$14,506.58 (no rain date) or \$19,520.41 (rain date) and payment to BSO for law enforcement services - \$5,971.00 (no rain date) or \$6,415 (rain date) from Special Services Account 001-9910-599-46-50.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	<u>5-13-15</u>	<u>Approve</u>	<u>[Signature]</u>
City Attorney	<u>5/13/15</u>	<u>Approve</u>	<u>[Signature]</u>
Risk Management	<u>5-13-15</u>	<u>approved</u>	<u>[Signature]</u>
Internal Audit	<u>5/13/15</u>	<u>Approve</u>	<u>[Signature]</u>
Budget	<u>5-14-15</u>	<u>Approve</u>	<u>[Signature]</u>
<input checked="" type="checkbox"/> City Manager	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>

ACTION TAKEN BY COMMISSION:

Ordinance Workshop	Resolution	Consideration
1 st Reading <u>May 26, 2015</u>	1 st Reading _____	Results: _____
2 nd Reading <u>June 9, 2015</u>	_____	_____

MEMORANDUM 15-A073

DATE: May 11, 2015
TO: Dennis W. Beach, City Manager
FROM: Mark A. Beaudreau, Recreation Programs Administrator
SUBJECT: Agenda Item - License Agreement LS Events LLC

Please place the attached ordinance on the May 26, City Commission Agenda for first reading. The License Agreement is between the City and LS Events LLC to conduct an annual Brazilian Festival for the next five years at the city's Community Park and Amphitheater. The Brazilian Festival showcases Brazilian culture and includes music, display areas, a kid zone area, food and drink concessions, and other related activities as described in the Scope of Festival Activities (Exhibit 2).

The event will be held in October over the next 5 years (2015-2019) at Pompano Community Park and the Amphitheater. The agreement authorizes the City to provide \$14,506.58 in in-kind services for the 2015 event (Exhibit 7) from Fire Rescue (\$8,110), Public Works (\$5,013.83), Parks, Recreation and Cultural Arts (\$764) and Facility rental fees (\$618.75). If there is a rain date, the in-kind services (Exhibit 8) will be \$19,520.41 in in-kind services from Fire Rescue (\$8,110.00), Public works (\$10,027.66), Parks, Recreation and Cultural Arts (\$764) and Facility rental fees (\$618.75). The City will pay Broward Sheriff's Office for law enforcement services for the 2015 event in the estimated amount of \$5,971.00 if no rain date and \$6,415.00 if a rain date is used from the Special Services Account (001-9910-599-46-50). The in-kind services and law enforcement fees will be compiled on a yearly basis. The event will be open to the public with no admission charge. We expect approximately 4,000 people to enjoy the one day event with attendance to increase over the next five years.

The City is authorizing the use of the premises as shown in Exhibit 1 of the License Agreement. This is the fourth year the City and LS Events has hosted the Brazilian Festival at Community Park and Amphitheater. The License Agreement is for a term of five years.

The Parks and Recreation Advisory Board reviewed the agreement at the May 6 meeting and did not have any comments and were in agreement with moving the license agreement to the City Commission for approval.

If you have any questions or concerns regarding the License Agreement please call me at 954-786-4191.

MB/afh

cc: Scott Moore, Recreation Manager



City Attorney's Communication #2015-930

May 8, 2015

TO: Mark A. Beaudreau, Recreation Programs Administrator

FROM: Fawn Powers, Assistant City Attorney

RE: Ordinance – Brazilian Festival

As requested, 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 LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND LS EVENTS LLC FOR THE BRAZILIAN FESTIVAL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

FAWN POWERS

FP/ds

l:cor/recr/2015-930

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 LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND LS EVENTS LLC FOR THE BRAZILIAN FESTIVAL; 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 LS Events LLC, 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

FP/ds
5/8/15
L:ord/2015-337

City of Pompano Beach

LICENSE AGREEMENT

with

LS Events LLC

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THIS AGREEMENT (“Agreement”), entered into this _____ day of _____, 2015, by and between:

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

and

LS EVENTS LLC, a Florida Limited Liability Company (hereinafter “LICENSEE”).

WHEREAS, LICENSEE is desirous of conducting an annual Brazilian Festival for the next five (5) years at the CITY’s Community Park and Amphitheatre (collectively the “Property” depicted in Exhibit 1 attached hereto and made a part hereof); and

WHEREAS, the Brazilian Festival showcases Brazilian culture and includes music, display areas, a kid zone area, food and drink concessions, and other related activities (collectively the “festival activities” as described in the Scope of Festival Activities attached hereto and made a part hereof as Exhibit 2); and

WHEREAS, CITY has determined that entering into this Agreement with LICENSEE to provide a Brazilian Festival at the Property is in the best interest of the public; and

WHEREAS, 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, 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 supplied by CITY or by others authorized by the CITY's Recreation Program Administrator.

B. **Representations of LS Events LLC.** LICENSEE makes the following representations to CITY, which CITY relies upon in entering into this Agreement.

1. LS Events LLC is a Florida Limited Liability Company 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 LICENSEE 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 LS Events LLC is duly authorized to take such action which action shall be, and is, binding on LICENSEE as memorialized by Exhibit 3.

4. There are no legal actions, suits or proceedings pending or threatened against or affecting LS Events LLC or its principals that LICENSEE is aware of which would have any material effect on LICENSEE's ability to perform its obligations under this Agreement.

5. LICENSEE represents it has the ability, skill and resources to complete its requisite responsibilities under this Agreement.

6. The standard of care for all services furnished by LICENSEE and its employees, subcontractors or other agents under this Agreement shall be that of other professional public festival sponsors.

7. CITY shall be entitled to rely upon the professional administrative, management and interpersonal skills of LICENSEE or 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 activities in a professional, reputable manner.

9. LICENSEE agrees to be bound by all terms, conditions, duties, obligations and specifications set forth in this Agreement.

**ARTICLE 2
NON-ASSIGNABILITY AND SUBCONTRACTING**

A. 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 without prior written approval from CITY.

B. Any attempt by LICENSEE to assign or transfer any of its rights or obligations under this Agreement without first obtaining CITY's written approval shall result in CITY's immediate cancellation of this Agreement. Specifically, no formal assignment of any right or obligation under this Agreement shall be binding on CITY without the formal written approval of the City Commission of Pompano Beach.

C. This Agreement and the rights and obligations therein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of 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.

D. Nothing herein shall be construed to create any personal liability on the part of CITY, its agents, officers or employees nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and LICENSEE.

**ARTICLE 3
TERM AND RENEWAL**

The term of this Agreement shall extend over a five (5) year period but the license shall only be effective for the specific dates provided for in this Article. The parties reserve the right to extend this Agreement with one five-year renewal option provided both parties agree in writing to said extension. Renegotiation should commence at least 180 days prior to termination of the original five (5) year term.

Set up for the Brazilian festival(s) shall commence at 8am on the date listed below and clean-up shall be complete by 8 pm on the date listed below.

<u>Set Up</u>	<u>Festival Dates</u>	<u>Clean Up</u>
October 13, 2015	October 17, 2015	October 19, 2015
October 18, 2016	October 22, 2016	October 24, 2016
October 17, 2017	October 21, 2017	October 23, 2017
October 16, 2018	October 20, 2018	October 22, 2018
October 15, 2019	October 19, 2019	October 21, 2019

<u>Set Up</u>	<u>Festival Rain Dates</u>	<u>Clean Up</u>
October 13, 2015	October 18, 2015	October 20, 2015
October 18, 2016	October 23, 2016	October 25, 2016

October 17, 2017	October 22, 2017	October 24, 2017
October 16, 2018	October 21, 2018	October 23, 2018
October 15, 2019	October 20, 2019	October 22, 2019

LICENSEE shall make the decision whether or not to utilize the rain date a minimum of three (3) days prior to said rain date and provide written notification to the City in accordance with the provisions of Article 16 herein.

If circumstances beyond the control of either party, such as those set forth in Article 21 herein, prevent or delay either party from timely performance of their obligations hereunder, both parties agree to cooperatively work together towards scheduling a reasonable alternative date.

ARTICLE 4 ACCOUNTING AND RECORDKEEPING PROCEDURES

A. LICENSEE shall use such accounting methods and procedures as may be prescribed by CITY, in accordance with generally accepted accounting principles, which shall include but not be limited to, those methods and procedures set forth in this Article and in Exhibit 4 attached hereto and made a part hereof.

B. LICENSEE shall be required to record and preserve complete and accurate records for all activities and revenues generated under this Agreement for a period of five (5) years after its termination or as otherwise required by applicable law(s). However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings.

ARTICLE 5 RESPONSIBILITIES OF LICENSEE

A. A proposed Site Plan for festival activities is attached hereto and made a part hereof as Exhibit 5, however, LICENSEE shall make any revisions and adjustments to the Site Plan requested by the CITY's Contract Administrator or its departments prior to commencing any festival activities under this Agreement. In addition, LICENSEE shall be required to obtain the CITY's Contract Administrator's written approval of both the final Site Plan and Schedule of Events prior to commencing any of the set up activities referenced herein.

A minimum of sixty days prior to the set-up date(s) listed in Article 3 herein, LICENSEE shall submit the following documentation for CITY's review and approval:

1. A proposed final detailed Schedule of Events;
2. A description of all festival activities and events to occur on the Property during the term of this license;
3. A proposed final Site Plan depicting the location of all booths, tents, stages, kids zone area, display areas, port-o-lets, parking, etc.... which shall be subject to the approval of the CITY departments authorized to require revisions to same;
4. A Maintenance of Traffic Plan ("MOT Plan") as further described in Paragraph C of this Article;

5. Copies of any and all contracts Licensee enters into attendant to the festival activities; and
6. Any other information or documentation required by City.

B. Protection of Property. LICENSEE shall take no action which would cause damage to the Property and, in this regard, shall place all booths, stages, vendors, port-o-lets, etc. in locations which will not cause damage to the landscaping, foliage or other part(s) of the Property. No heavy equipment or motor vehicles shall be brought onto the Amphitheatre site.

If any damage to the Property is caused by festival activities, LICENSEE understands and agrees that CITY will perform any and all required remedial work and LICENSEE shall be required to reimburse CITY for same within two weeks of receipt of CITY's detailed written invoice for same.

C. Maintenance of Traffic Plan ("MOT Plan"). Not less than sixty (60) days prior to set up of the festival activities(s), LICENSEE shall annually provide CITY a preliminary construction and traffic flow schedule which includes detailed information regarding opening and closing times for all streets or lanes and the use of variable message signs. LICENSEE shall provide a final MOT Plan for the CITY's review and written approval no later than thirty (30) days prior to opening day of the festival(s). No additional street or lane closures will be permitted unless included in the MOT Plan and approved in writing by the CITY's Contract Administrator.

D. Clean-up of Property. LICENSEE shall be responsible for clean-up of the Property and removal of all debris and trash during and after festival activities in accordance with Article 3 above, including dismantling, clean-up and removal of any booths, tents, supplies, equipment, stages, display areas, port-o-lets, or any other temporary facility.

E. City Booth. During the festival activities, LICENSEE shall provide CITY a standard size booth in the main vendor tent or other mutually acceptable location for CITY's own use.

F. LICENSEE Responsible For All Contracts. LICENSEE agrees to be solely responsible for all contracts or agreements of any nature for the festival activities. All contracts shall be negotiated by LICENSEE and secured at LICENSEE's sole expense. CITY shall not be named as a party in any contract and CITY shall have no obligation to ensure payment to any individual or entity for goods and/or services provided in conjunction with the festival activities. LICENSEE represents and warrants that prior to the festival activities, LICENSEE shall have secured all necessary performing rights and licenses.

In addition, LICENSEE shall ensure that all performance payments required to be made under such licenses are made promptly and appropriately paid. Copies of said licenses shall be submitted to CITY a minimum of three (3) business days prior to set up of festival activities. CITY shall have no responsibilities to any performing rights licensing organization for any performances during the Event.

G. Concession Rights. During festival activities and to the extent permitted by law and City Code, LICENSEE shall have exclusive concessionaire rights on the Property.

H. Required Licenses and Permits. LICENSEE, at its own expense, shall obtain and provide CITY a copy of all licenses and permits required for the festival activities a minimum of three (3) business days prior to set up. In particular, LICENSEE shall provide sanitary and food facilities in accordance with applicable laws and regulations of the Florida Department of Environmental Protection and the Broward County Health Department.

I. Compliance With all Laws. In the conduct of its activities under this License Agreement, LICENSEE shall comply with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations, including, but not limited to, compliance with the Americans with Disabilities Act with respect to all ramping. Ignorance on LICENSEE's part shall in no way relieve LICENSEE from this responsibility. LICENSEE, at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the CITY.

J. Emergency Access. LICENSEE agrees to provide any and all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the festival activities, including emergency entrance into any gates which are locked. If, in the course of LICENSEE's operations, CITY or its officers, agents and employees become aware of any condition on the Property which may be dangerous, upon being notified, LICENSEE shall immediately correct such condition or cease operations so as not to endanger persons or property.

K. Recycling. LICENSEE agrees to utilize its best efforts to recycle materials in the recycling containers provided by the CITY for this purpose.

L. Refundable Security Deposit. LICENSEE shall annually provide CITY a refundable security deposit of Five Thousand Dollars (\$ 5,000.00) thirty (30) days prior to set up for each festival date.

M. Notification to Surrounding Businesses. A minimum of four (4) weeks prior to set up for each annual festival, LICENSEE shall be required to provide all residences and businesses located within one half mile of the Property, written notice of the dates, times and location of the festival activities, including all associated road closures, and also provide copies of such notices to CITY's Contract Administrator.

O. 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 goods under this Agreement.

P. LICENSEE is responsible for hiring and managing its own employees, all of which shall be a minimum of eighteen (18) years old, under LICENSEE's exclusive direction and control and not deemed agents or employees of the CITY.

Q. LICENSEE shall be solely responsible for compensating its employees, representative and other agents and complying with all federal, state and local laws, ordinances and regulations pertaining to employment of such persons including, but not limited to, provision of workers' compensation insurance and any other benefits required by law.

R. LICENSEE shall be responsible to ensure that all its employees, other agents or representatives are suitable in terms of general character, knowledge, ability, manner and conduct.

S. LICENSEE shall maintain, and be required to verify, that it operates a "Drug Free Workplace" as set forth in § 287.087, Florida Statutes.

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

U. A minimum of forty (40) days before each annual set up of festival activities, LICENSEE agrees to deliver thirty (30) light pole banners to the Property, the dimensions and design of which shall have been pre-approved in writing by the CITY's Contract Administrator prior to LICENSEE's production and delivery of same.

ARTICLE 6 RESPONSIBILITIES OF CITY

A. CITY shall conduct a final inspection immediately prior to the festival activities each year to ensure that the locations of booths, port-o-lets, stages, etc. are in accordance with the final Site Plan approved by the CITY.

B. CITY shall provide free parking for festival activities on the shaded areas depicted on Exhibit 6.

C. CITY shall provide sufficient recycling containers to accommodate LICENSEE's best efforts to recycle materials resulting from festival activities.

D. CITY shall annually furnish the supplies, equipment, facilities and personnel listed in Exhibits 7 and 8 which shall change annually to comport with the CITY's current costs for salaries and other related expenditures.

E. A minimum of thirty (30) days before each annual set up of festival activities, CITY, at its own cost, agrees to install within three (3) miles of the Property, where space is available along US1 and/or Atlantic Boulevard, thirty (30) light pole banners produced and provided by Licensee.

ARTICLE 7
MISCELLANEOUS TERMS AND CONDITIONS

A. LICENSEE's Responsibility for Damage or Loss of CITY Property. A representative of the CITY and LICENSEE shall annually inspect and document by photographs the condition of the Property prior to set up and after clean-up of festival activities. CITY expects the Property to be restored to the same condition which existed prior to set up of the festival activities.

If the Property or any portion thereof, or any structure attached thereto, or any equipment, fixture, or other item located thereon, including the grass or asphalt, shall be destroyed, damaged, marred, altered, or physically changed during the term in any manner whatsoever, then CITY will take the necessary remedial action to cause such repair or replacement to occur and LICENSEE shall pay CITY for any such expenditures within two (2) weeks after receipt of CITY's written invoice for same.

B. No Leasehold: Property "As Is". LICENSEE and CITY intend this Agreement shall be a license and privilege and that no leasehold or other interest in the Property is conferred upon the LICENSEE hereunder. LICENSEE takes the Property in "as is" condition.

C. Articles Left on Premises. LICENSEE understands and agrees that the CITY shall not in any way be responsible for any personal property of festival patrons or LICENSEE, its contractors, sub-contractors, representative or other agents, which is left on the Property and that LICENSEE bears any and all risks of loss. Any article(s) remaining on the Property at the conclusion of festival activities each year shall become the property of the CITY.

D. CITY's Right Make Improvements, Modify the Property and the Number and Manner of Streets Closures. Throughout the term of this license and notwithstanding any other term or condition herein, CITY retains the right, in its sole discretion, to modify and reconfigure the Property, including, but not limited to, attendant green and open space areas and the public right-of-way. Specifically, both parties agree that the public right-of-way and open and green space areas may be temporarily or permanently relocated, reconfigured, modified or closed at CITY's sole discretion. LICENSEE agrees to make adjustment to any such changes implemented by CITY.

ARTICLE 8
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 LICENSEE's provision of services under this Agreement whether same occurs or the cause arises on or away from the Property except that LICENSEE shall not be liable under this Article for damages arising out of injury or damage to persons or property arising from the sole negligence, gross negligence or willful misconduct of the CITY, any of its officers, agents or employees.

B. LICENSEE covenants and agrees that if CITY is made a party to any litigation against LICENSEE or in any litigation commenced by any party other than LICENSEE relating to this Agreement or the Property, then LICENSEE shall and will be responsible to pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon LICENSEE or CITY by virtue of any such litigation.

C. LICENSEE shall be solely responsible for insuring all stock, inventory, monies or other personal property at the Property against damage or loss of any nature or kind. LICENSEE acknowledges and agrees that CITY assumes no responsibility whatsoever for any personal property placed at the Property and, with the exception of damages or loss suffered as a result of CITY's negligence, CITY is hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of LICENSEE's presence and occupancy at the Property.

D. The indemnification provisions of this Article shall survive the termination of this License Agreement.

ARTICLE 9 INSURANCE

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth in Exhibit 9 attached hereto and made a part hereof and shall not commence operations under this Agreement until proof of insurance detailing the terms and provisions of coverage has been received and approved in writing by the CITY's Risk Manager.

ARTICLE 10 INDEPENDENT CONTRACTOR

Both CITY and LICENSEE agree that LICENSEE is an independent contractor and not a CITY employee. CITY shall not be liable for any wages, salaries, debts, liabilities or other obligations for LICENSEE's employees, agents or other representatives performing obligations of LICENSEE hereunder. Except as otherwise provided hereunder, neither party is the agent of the other nor is authorized to act on behalf of the other in any matter.

ARTICLE 11 DEFAULT AND DISPUTE RESOLUTION

A. If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference.

B. If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) calendar days to cure said default after written notice from the other in accordance with Article 16 herein.

If the party receiving written notice of default provides written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within ten (10) calendar days after receipt of written notice and is continuing, either party may appeal in writing to the CITY Manager for the CITY in accordance with Article 16 herein.

Upon receipt of said written appeal or demand, the CITY Manager for the CITY may request additional information relating to the dispute from either or both parties, which shall be provided within a reasonable time. Upon the CITY Manager's receipt and timely review of the disputed matter, the CITY Manager may make a decision regarding the alleged default as he/she deems appropriate under the circumstances. If the CITY Manager's decision is not implemented within the deadline set forth therein, the sixty (60) day advance written notice provision set forth in Article 13 herein shall not apply and it shall be lawful for either party to immediately terminate this Agreement in addition to any other remedies provided by law.

The default and dispute resolution process described in this Article is non-exclusive and without prejudice to the right of either party to pursue other remedies available at law.

ARTICLE 12 TERMINATION

A. Either party may terminate this Agreement, in whole or in part, without cause upon forty-five (45) days advance written notice to the other in accordance with Article 16 herein.

B. Should either party fail to perform any of its obligations under this Agreement for a period of ten (10) days after receipt of written notice of such failure or deficiency, the non-defaulting party may elect to follow the Default and Dispute Resolution procedures set forth in Article 12 herein or terminate this Agreement upon sixty (60) days written notice to the other.

C. The foregoing rights of termination are in addition to any other rights and remedies that either party may have.

ARTICLE 13 NO DISCRIMINATION

During the performance of this Agreement, LICENSEE agrees not to discriminate against its or CITY's employees, contractors, subcontractors, or patrons of the Property, or in the solicitation or purchase of goods or services on the basis of race, color, religion, sex, age, national origin, ancestry, marital status, physical or mental disability.

ARTICLE 14 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 15
NOTICES AND DEMANDS**

Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing, sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

For CITY:

CITY Manager
P.O. Drawer 1300
Pompano Beach, Florida 33061
dennis.beach@copbfl.com
954-786-4191 office
954-786-4504 fax

With a copy to:

Recreation Program Administrator
1801 NE 6th Street
Pompano Beach, Florida 33060
mark.beaudreau@copbfl.com
954-786-4034 office
954-786-4113 fax

For LICENSEE:

Luciano Sameli
1221 Brickell Avenue
Suite 908
Miami, Florida 33131
Luciano@lsentertain.com
305-803 0338 cell

**ARTICLE 16
GOVERNING LAW AND VENUE**

A. The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and 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.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

**ARTICLE 17
CONTRACT ADMINISTRATOR**

A. The CITY's Recreation Program Administrator or his written designee shall serve as the CITY's Contract Administrator during the performance of services under this Agreement.

B. Luciano Sameli shall serve as LICENSEE's Contract Administrator during the performance of services under this Agreement.

ARTICLE 18 NO CONTINGENT FEE

LICENSEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LICENSEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for LICENSEE any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of LICENSEE's breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability and, at CITY's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 19 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 20 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 21
WAIVER AND MODIFICATION**

A. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

B. CITY and 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 22
RELATIONSHIP BETWEEN THE PARTIES**

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

**ARTICLE 23
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 24
APPROVALS**

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

**ARTICLE 25
ABSENCE OF CONFLICTS OF INTEREST**

Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

**ARTICLE 26
BINDING EFFECT**

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

ARTICLE 27
NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 28
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.

Remainder of page intentionally left blank

"LICENSEE":

Witnesses:

LS EVENTS LLC, a Florida limited liability company

Kate Belcher

Print Name: Kate Belcher

Cynthia Kitts

Print Name: Cynthia Kitts

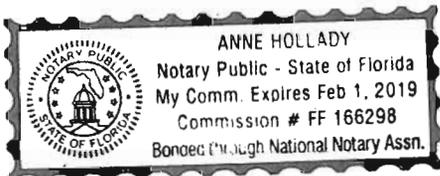
By: [Signature]

Title: President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of May, 2015, by Luciano Sameli, an authorized member of LS Entertain LLC, as an authorized member of LS Events LLC on behalf of the latter limited liability company, who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

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

FF 166298

Commission Number

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT 1



Exhibit 2

Scope of Services

BRAZILIAN FESTIVAL, a show encompassing an exhibition and showcase of Brazil, concessions of food, alcoholic and non-alcoholic beverages, and other related activities to include a Kids Zone, live music, VIP area, Boat Zone and Skate Ramp at The City of Pompano Beach Community Park and Amphitheater Grounds. The event will take place on Saturday, October 17, 2015 from 11am to 10pm.

CERTIFICATE OF RESOLUTION AND INCUMBENCY

STATE OF Florida
COUNTY OF Broward

I, LUCIANO SAMELI, do certify that I am an authorized member of LS Entertain LLC, an authorized member of LS Events LLC (the "Company"), a Florida limited liability company, and further certify that the following resolutions were validly and unanimously adopted:

RESOLVED, that the Company is hereby authorized to take any action it deems necessary or desirable to enter into, and perform under, its License Agreement with the City of Pompano Beach (and the Company does hereby approve of same) for an annual Brazilian Festival for the next five (5) years at the City's Community Park and Amphitheatre.

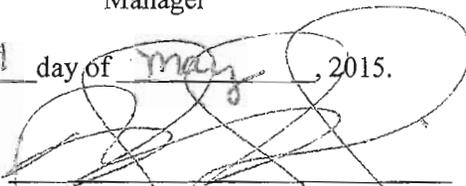
RESOLVED FURTHER, that the aforesaid authorized member acting with or without attestation is hereby authorized to execute any and all instruments necessary in connection with the aforesaid Brazilian Festival, all upon such terms and conditions as such authorized member deems advantageous to the Company.

I do further certify that the foregoing resolutions were validly adopted, are within the powers of the Authorized Members of the Company, do not require shareholder action or approval, have not been repealed, rescinded, modified or amended, in whole or in part, and are now in full force and effect.

I do further certify that each of the persons named below, as of the date hereof, is the duly elected and qualified incumbent in the office of the Company set forth opposite his/her name.

Name:	Title:
LS Entertain LLC	Authorized Member
Vitor Jose Nunes Pais	Manager

This Certificate is given under seal as of this 11 day of May, 2015.

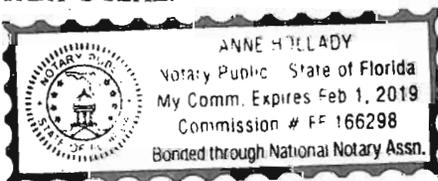


 Luciano Sameli, Authorized Member
 LS Entertain LLC, as an
 Authorized Member of LS Events LLC
 on behalf of LS Events LLC.

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of May, 2015, by Luciano Sameli, an authorized member of LS Entertain LLC, as an authorized member of LS Events LLC on behalf of the latter limited liability company, who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady
 NOTARY PUBLIC, STATE OF FLORIDA
Anne Hollady
 (Name of Acknowledger Typed, Printed or Stamped)
FF166298
 Commission Number

Exhibit 4

Accounting and Recordkeeping Procedures for the City incurring
Expenses under Contract:

1. LICENSEE shall keep a true and accurate account of all monies received and spent through the operation of their Brazilian Festival and the manner in which the funds were spent; and further agree to give the CITY access at all reasonable times to all books and/or records.
2. LICENSEE shall preserve and make available all financial records, supporting documents, (including federal tax returns and state sales tax returns) pertinent to this Agreement for a period of five (5) years or, if an audit has been initiated and audit findings have not been resolved at the end of this five (5) year period, the records shall be retained until resolution of audit finding.
3. LICENSEE will submit a report to the Recreation Programs Administrator showing gross receipts and all expenditures within sixty (60) days following the end of the Brazilian Festival. Detailed receipts statements will be signed and sworn by LICENSEE's representative in charge of event operations and show each operating gross receipts by category. CITY's agents shall have the right to examine and audit LICENSEE books and records during business hours.
4. In addition to the annual report of event sales and expenses as above, a copy of LICENSEE's annual report submitted to the State of Florida Corporate Records office shall also be sent to the CITY thirty (30) days prior to the set up date of annual festival activities.

Exhibit 5

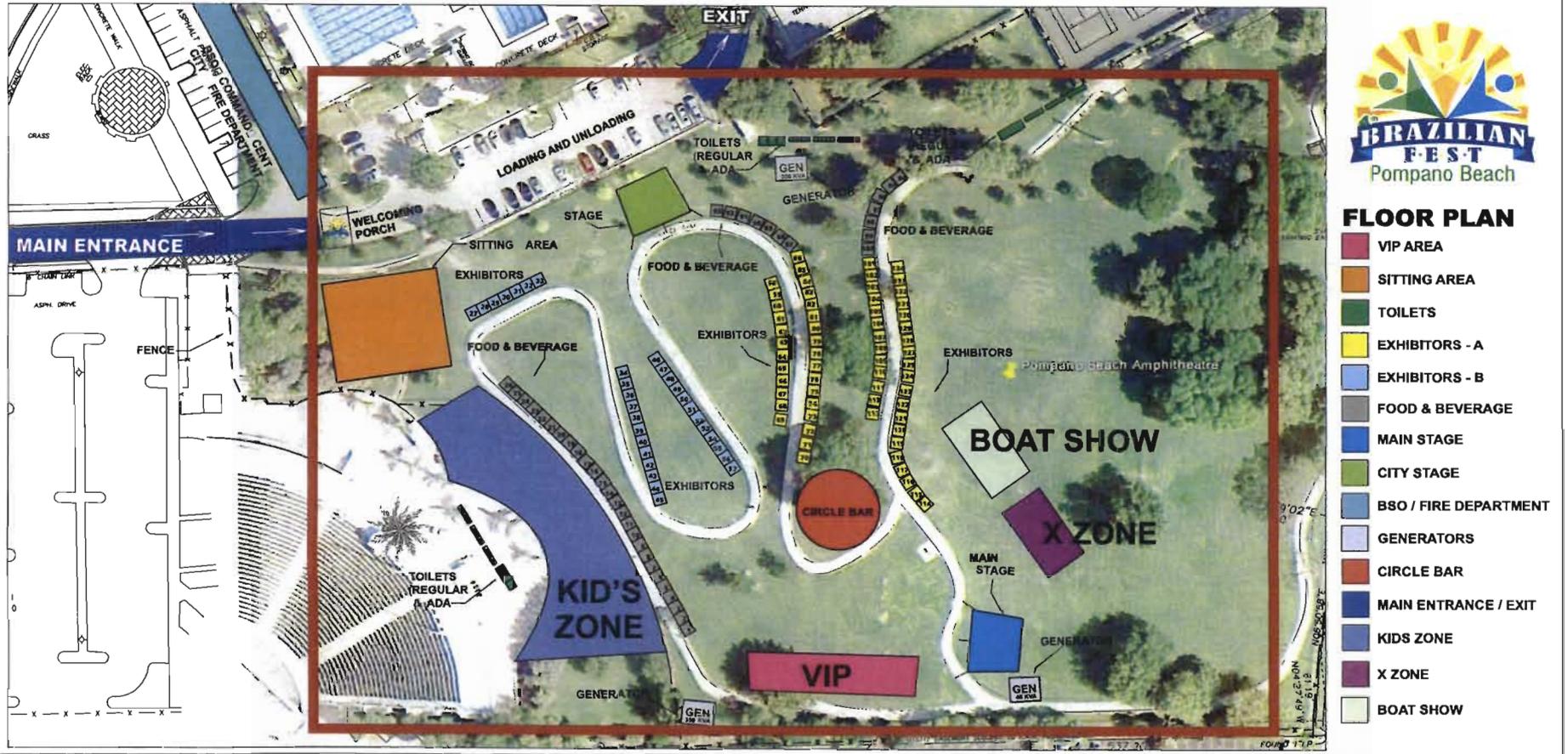


Exhibit 7 Event Date Expenses

Name of Event:	Brazilian Festival	Date of Event:	October 17, 2015
Company/Organization:	LS Entertain LLC		
Representative:	Luciano Sameli		
Address:	1221 Brickell Avenue #922, Miami, FL 33060		
Phone:	305-803-0338		

LAW ENFORCEMENT COSTS

Overnight Security NOT associated with Actual Event

Date	# Deputies		# Hours	X	Hourly Fe	=	Total
Thursday Night, October 15, 2015	1	@	12.0	x	\$37.00	=	\$444.00
Friday Night, October 16, 2015	1	@	12.0	x	\$37.00	=	\$444.00
							\$888.00

October 17, 2015 Event Date

Site Commander (Lieutenant)	1	@	15.0	x	\$43.00	=	\$645.00
Security Supervisor	1	@	14.0	x	\$40.00	=	\$560.00
Traffic Supervisor	1	@	10.0	x	\$40.00	=	\$400.00
Security	7	@	64.0	x	\$37.00	=	\$2,368.00
Traffic Deputies	3	@	30.0	x	\$37.00	=	\$1,110.00
							\$5,083.00
							Total: \$5,971.00

FIRE RESCUE

Fire Inspector							\$960.00
Rescue Three Person							\$3,900.00
EMS Cart							\$3,250.00
CERT members							\$0.00
							Total: \$8,110.00

PUBLIC WORKS

Clean-up Staff (Foreman) + 5 (SW)	Estimate						\$2,995.30
Non Inventory Items	Estimate						\$135.75
Misc. Supplies + Trash Truck + Cans/Liners	Estimate						\$1,882.78
							Total: \$5,013.83

PARKS & RECREATION

PR Recreation Manager	Estimate	1	x	11.0	\$28.00		\$308.00
PR Recreation Supervisor	Estimate	1	x	11.0	\$26.00		\$286.00
PR Service Worker	Estimate	2	x	10.0	\$17.00		\$170.00
							Total: \$764.00

Exhibit 7 Event Date Expenses

FACILITY RENTAL COSTS

Type

Showmobile	Estimate	1	x	15	\$41.25	\$618.75	
						Total:	\$618.75

TOTALS

Estimated Totals

Deposit	\$5,000.00
Service and Equipment Costs:	<u>\$20,477.58</u>
Sales Tax:	<u>\$0.00</u>
Application Fee	<u>\$50.00</u>
Estimated Expenses Total:	<u>\$25,527.58</u>

Final Total Donation Costs

Deposit	\$0.00
Service + Equipment Costs:	<u>\$20,477.58</u>
Sales Tax:	<u>\$0.00</u>
Application Fee	<u>\$0.00</u>
Total City Donation:	<u>\$20,477.58</u>

Applicant's Signature

Date

City Representative's Signature

Date

Name of Event: Brazilian Festival
Company/Organization: LS Entertain LLC
Representative: Luciano Sameli
Address: 1221 Brickell Avenue #922, Miami, FL 33060
Phone: 305-803-0338

Exhibit 8 Rain Date Estimated Expenses

Date of Event: October 18, 2015
(RAIN DATE)

LAW ENFORCEMENT COSTS

Overnight Security NOT associated with Actual

Event Date	# Deputies		# Hours	X	Hourly Fe	=	Total
Thursday Night, October 15, 2015	1	@	12.0	x	\$37.00	=	\$444.00
Friday Night, October 16, 2015	1	@	12.0	x	\$37.00	=	\$444.00
Saturday Night, October 17, 2015	1	@	12.0	x	\$37.00	=	\$444.00
							\$1,332.00

October 18, 2015 Event Rain Date

Site Commander (Lieutenant)	1	@	15.0	x	\$43.00	=	\$645.00
Security Supervisor	1	@	14.0	x	\$40.00	=	\$560.00
Traffic Supervisor	1	@	10.0	x	\$40.00	=	\$400.00
Security	7	@	64.0	x	\$37.00	=	\$2,368.00
Traffic Deputies	3	@	30.0	x	\$37.00	=	\$1,110.00
							\$5,083.00
							Total: \$6,415.00

FIRE RESCUE

Fire Inspector							\$960.00
Rescue Three Person							\$3,900.00
EMS Cart							\$3,250.00
CERT members							\$0.00
							Total: \$8,110.00

PUBLIC WORKS

Clean-up Staff (Foreman) + 5 (SW)	Estimate						\$5,990.60
Non Inventory Items	Estimate						\$271.50
Misc. Supplies + Trash Truck + Cans/Liners	Estimate						\$3,765.56
							Total: \$10,027.66

Exhibit 8 Rain Date Estimated Expenses

PARKS & RECREATION

PR Recreation Manager	Estimate	1	x	11.0	\$28.00	\$308.00
PR Recreation Supervisor	Estimate	1	x	11.0	\$26.00	\$286.00
PR Service Worker	Estimate	2	x	10.0	\$17.00	\$170.00
Total:						\$764.00

FACILITY RENTAL COSTS

Type						
Showmobile	Estimate	1	x	15	\$41.25	\$618.75
Total:						\$618.75

TOTALS

Estimated Totals

Deposit	\$5,000.00
Service + Equipment Costs:	\$25,935.41
Sales Tax:	\$0.00
Application Fee	\$50.00
Estimated Expenses Total:	\$30,985.41

Final Total Donation Costs

Deposit	\$0.00
Service + Equipment Costs:	\$25,934.41
Sales Tax:	\$0.00
Application Fee	\$0.00
Total City Donation:	\$25,935.41

Applicant's Signature _____

Date _____

City Representative's Signature _____

Date _____

EXHIBIT 9

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone (954 786-5555) or email (eddie.beecher@copbfl.com) should you have any questions regarding the terms and conditions set forth in this Article. Proof of the insurance coverage required hereunder shall be mailed to Risk Management, PO Box 1300, Pompano Beach, FL 33061.

CONTRACTOR is responsible to deliver to the CITY's Risk Manager for his timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and minimum limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability**

GENERAL LIABILITY: Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
XX	explosion & collapse hazard	
—	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	

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 Minimum per Occurrence and Aggregate

XX	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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PROFESSIONAL LIABILITY

—	* Policy to be written on a claims made basis	Per Occurrence	Aggregate
		\$1,000,000	\$1,000,000

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

REQUESTED COMMISSION ACTION:

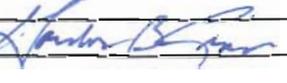
Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, DECLARING SURPLUS AND EXPRESSING THE DESIRE OF THE CITY OF POMPANO BEACH TO SELL A CERTAIN PARCEL OF REAL PROPERTY APPROXIMATELY 5,837 SQUARE FEET IN SIZE LOCATED AT THE TERMINUS OF NE 9TH COURT AND APPROXIMATELY 100 FEET EAST OF NE 12TH AVENUE, POMPANO BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.

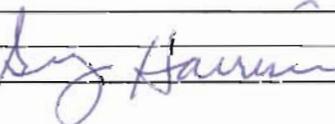
Summary of Purpose and Why:

Summary: The City of Pompano Beach declares the former right-of-way, immediately north of 1220 NE 9th Court a surplus and does hereby express its desire to sell the property (see Attachment "A"), in Accordance with the provisions of the City Charter. Section 253 of the Pompano Beach Charter Determines that the only improvements located on the above-described land is an abandoned asphalt road. The parcel was formerly right-of-way, and vacated by ordinance 2014-63. If approved, the bid opening for public sale will be held on July 14, 2015.

- (1) Origin of request for this action: Commissioner Hardin
- (2) Primary staff contact: Daniel Keester/ Robin Bird Ext. 5541
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	4/29/2015	Approval	
City Attorney	5/15/15	Prepared Resolution	CAC: #2015-963 

Advisory Board

City Manager  

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-963
May 11, 2015

TO: Daniel T. Keester, Planner
FROM: Gordon B. Linn, City Attorney
RE: Sale of Surplus Property – Portion of NE 9th Court

As requested in your memorandum, Administrative Report No. 15-218, received in our office on May 4, 2015, I have prepared and attached the following form of Resolution captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, DECLARING SURPLUS AND EXPRESSING THE DESIRE OF THE CITY OF POMPANO BEACH TO SELL A CERTAIN PARCEL OF REAL PROPERTY APPROXIMATELY 5,837 SQUARE FEET IN SIZE LOCATED AT THE TERMINUS OF NE 9TH COURT AND APPROXIMATELY 100 FEET EAST OF NE 12TH AVENUE, POMPANO BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.

I am also attaching a Notice of Sale of Surplus Property and Bid Specifications. If this property is in the CRA area, prior to transfer, a Florida Statute Chapter 163 Notice must be given

Please ensure that the date of the bid opening is inserted into the resolution prior to presentation to the City Commission. Also, please insert the proper dates in the other documentation. In accordance with the City Charter, at any time not less than 30 days, nor more than 60 days, after adoption of the resolution, the land shall be offered for sale to the public, and a notice shall be published by the city in a newspaper of general circulation in the city for two issues before such date of sale, with the first publication not less than 10 days before the date of sale, and the second publication one week after the first.



GORDON B. LINN

GBL/jrm
L:surplus/2015-963

Attachments

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, DECLARING SURPLUS AND EXPRESSING THE DESIRE OF THE CITY OF POMPANO BEACH TO SELL A CERTAIN PARCEL OF REAL PROPERTY APPROXIMATELY 5,837 SQUARE FEET IN SIZE LOCATED AT THE TERMINUS OF NE 9TH COURT AND APPROXIMATELY 100 FEET EAST OF NE 12TH AVENUE, POMPANO BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the City of Pompano Beach does hereby declare a surplus and does hereby express its desire to sell, in accordance with the provisions of the City Charter, a certain parcel of land located at the terminus of NE 9th Court and approximately 110 feet east of NE 12th Avenue, Pompano Beach, Florida, said property being described as follows:

See Exhibit "A" attached hereto and made a part hereof.

SECTION 2. In accordance with Section 253 of the Pompano Beach Charter, the City Commission hereby finds, determines and declares as follows:

A. The only improvement located upon the above-described land is a road surface made of asphalt.

B. Said land has been used as a roadway but has not been used for any purpose since the roadway was abandoned by the city on September 23, 2014.

C. Said land is no longer needed as a roadway or for public purpose and it has not been put to any public use since abandoned by the city and it is not contemplated that the property will be put to any public purpose in the reasonably foreseeable future.

SECTION 3. The City Clerk is hereby authorized and directed to advertise said property for public sale in accordance with the provisions of the City Charter, the date of bid opening to be July 14, 2015, said date not being less than thirty (30) nor more than sixty (60) days after adoption of this Resolution.

SECTION 4. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

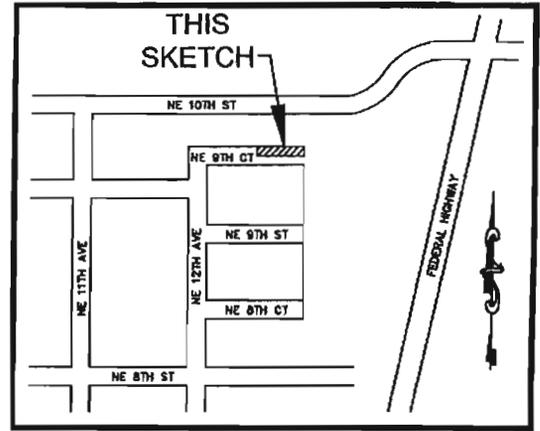
GBL/jrm
5/11/15
l:surplus/2015-327

LEGAL DESCRIPTION:

A PORTION OF THAT PARTICULAR VACATED RIGHT-OF-WAY E. 7th STREET (NOW N.E 9th COURT) AND SPRUCE AVENUE (NOW N.E. 13TH AVENUE) AS RECORDED IN OFFICIAL RECORDS BOOK 51138, ON PAGE 1211 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 14, AMENDED PLAT OF PINE CREST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 13 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE, ALONG THE SOUTH LINE OF SAID BLOCK 14, ITS EASTERLY EXTENSION AND ALONG THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 51138, PAGE 1211, NORTH 88°53'19" EAST, A DISTANCE OF 233.50 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID VACATED SPRUCE AVENUE AND THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 51138, PAGE 1211; THENCE, ALONG SAID EAST LINE, SOUTH 01°19'28" EAST, A DISTANCE OF 25.00 FEET; THENCE, DEPARTING SAID EAST LINE AND ALONG A LINE 25.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH LINE AND SAID NORTH LINE, SOUTH 88°53'19" WEST, A DISTANCE OF 233.50 FEET TO A POINT ON THE WEST LINE OF SAID OFFICIAL RECORDS BOOK 51138, PAGE 1211 AND A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 6; THENCE DEPARTING SAID PARALLEL LINE AND ALONG SAID WEST LINE AND SAID SOUTHERLY EXTENSION, NORTH 01°19'28" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 5837.50 SQUARE FEET MORE OR LESS.



LOCATION MAP
NOT TO SCALE

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARD OF PRACTICE (FORMERLY RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE) TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 88°53'19" EAST ALONG THE SOUTH LINE OF BLOCK 14, AMENDED PLAT OF PINE CREST, AS RECORDED IN PLAT BOOK 7, ON PAGE 13, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"= 50' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON APRIL 20, 2015 MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS (FORMERLY MINIMUM TECHNICAL STANDARDS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE), PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

Michael M. Mossey
MICHAEL M. MOSSEY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 5660
STATE OF FLORIDA

SKETCH & DESCRIPTION

A PORTION OF VACATED
N.E. 9TH COURT
AND A PORTION OF VACATED
SPRUCE AVENUE

POMPANO BEACH BROWARD COUNTY FLORIDA



301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 1 OF 2
DRAWING NO. 07020.05 SKD.dwg

DATE 4/20/15

SCALE AS SHOWN

FIELD BK. N/A

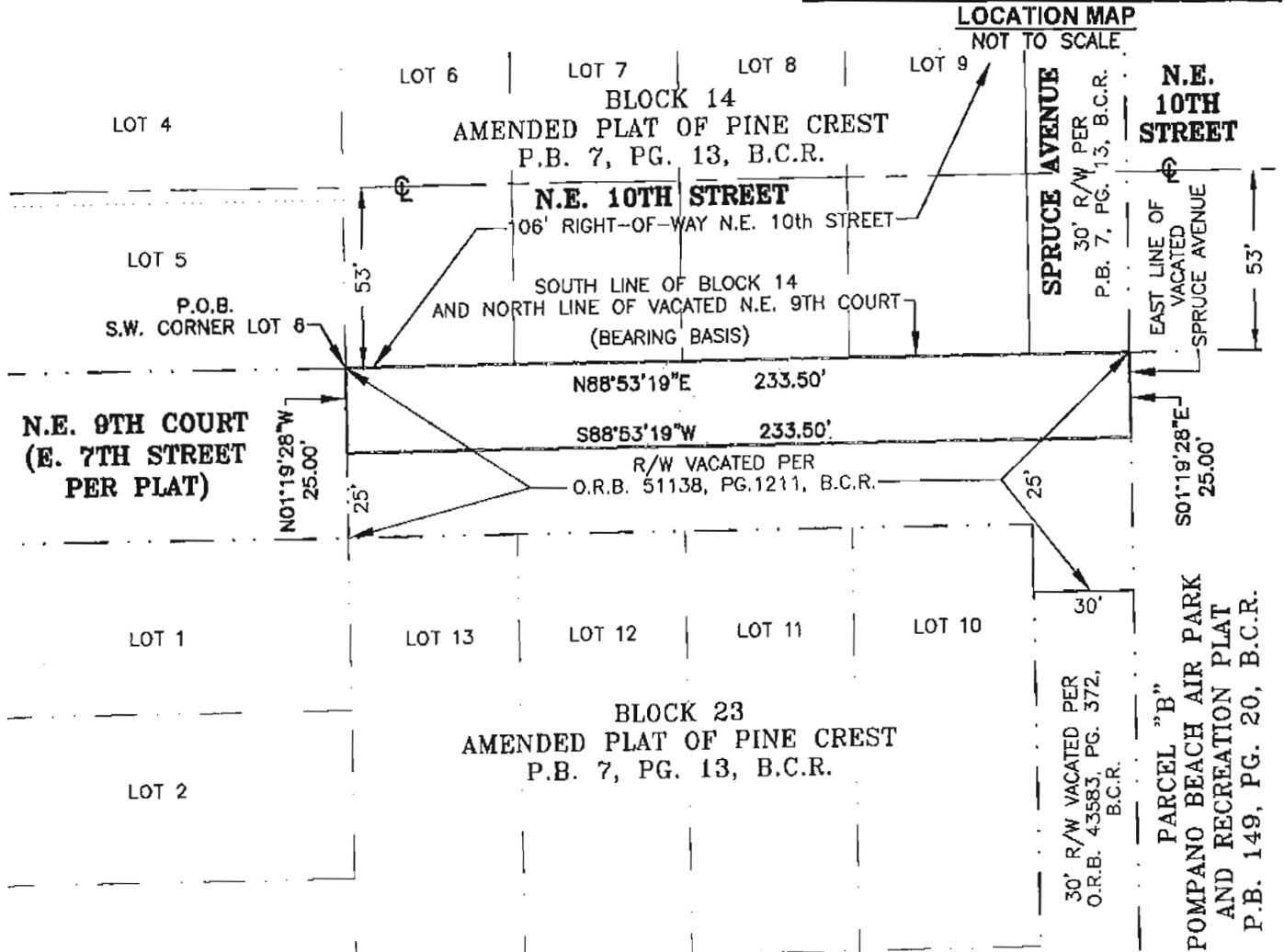
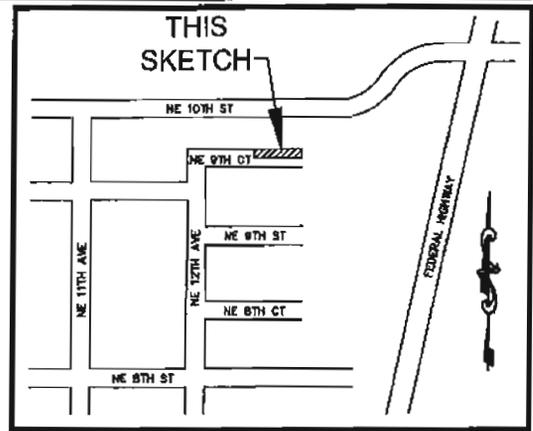
DWNG. BY S.M.

CHK. BY M.M.M.

DATE	REVISIONS



SCALE: 1"=50'



LEGEND:

- | | | | |
|--------|------------------------|--------|--------------------|
| B.C.R. | BROWARD COUNTY RECORDS | PG. | PAGE |
| LB | LICENSED BUSINESS | P.O.B. | POINT OF BEGINNING |
| O.R.B. | OFFICIAL RECORDS BOOK | R/W | RIGHT-OF-WAY |
| P.B. | PLAT BOOK | Ⓢ | CENTERLINE |

SKETCH & DESCRIPTION

A PORTION OF VACATED
 N.E. 9TH COURT
 AND A PORTION OF VACATED
 SPRUCE AVENUE

POMPANO BEACH BROWARD COUNTY FLORIDA

KEITH ASSOCIATES, INC.
 consulting engineers
 301 EAST ATLANTIC BOULEVARD
 POMPANO BEACH, FLORIDA 33060-6643
 (954) 788-3400 FAX (954) 788-3500
 EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2
 DRAWING NO. 07020.05 SKD.dwg

DATE	4/20/15
SCALE	AS SHOWN
FIELD BK.	N/A
DWG. BY	S.M.
CHK. BY	M.M.M.

DATE	REVISIONS

P. N. 2015-_____

CITY OF POMPANO BEACH, FLORIDA
NOTICE OF SALE OF SURPLUS PROPERTY

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Resolution No. 2015-_____, passed by the City Commission on May 26, 2015, the City of Pompano Beach, Florida, has declared surplus and hereby offers for sale to the highest and best bidder the following described real property, to wit:

See Exhibit "A" attached hereto and made a part hereof.

Sealed written bids will be received until 4:00 p.m., July 10th, 2015, in the office of the City Clerk, City of Pompano Beach, City Hall, 100 West Atlantic Boulevard (P.O. Drawer 1300), Pompano Beach, Florida, thereafter to be opened during the course of the regular City Commission meeting to be held on July 14th, 2015 at 6:00 p.m. in the Commission Chambers, 100 West Atlantic Boulevard, Pompano Beach, Florida, and awarded by the City Commission. All bids must be submitted in strict accord with the terms and conditions of the City of Pompano Beach Bid Specifications, Sale of Surplus Real Property, copies of which may be obtained from the Office of the City Clerk at the aforesaid City Hall.

All interested persons will please take due note of this Notice of Sale of Surplus Property and govern themselves accordingly.

CITY OF POMPANO BEACH, FLORIDA

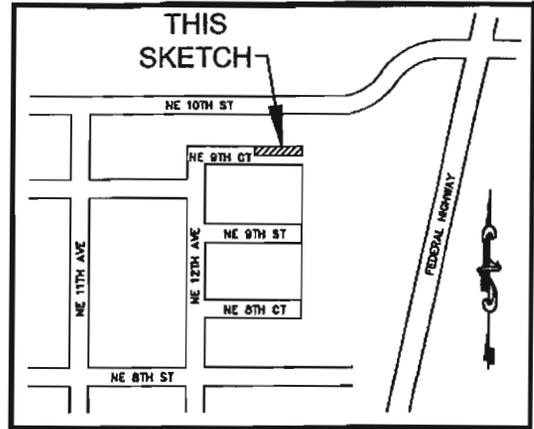
BY: _____
Asceleta Hammond, City Clerk

LEGAL DESCRIPTION:

A PORTION OF THAT PARTICULAR VACATED RIGHT-OF-WAY E. 7th STREET (NOW N.E. 9th COURT) AND SPRUCE AVENUE (NOW N.E. 13th AVENUE) AS RECORDED IN OFFICIAL RECORDS BOOK 51138, ON PAGE 1211 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 14, AMENDED PLAT OF PINE CREST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 13 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE, ALONG THE SOUTH LINE OF SAID BLOCK 14, ITS EASTERLY EXTENSION AND ALONG THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 51138, PAGE 1211, NORTH 88°53'19" EAST, A DISTANCE OF 233.50 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID VACATED SPRUCE AVENUE AND THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 51138, PAGE 1211; THENCE, ALONG SAID EAST LINE, SOUTH 01°19'28" EAST, A DISTANCE OF 25.00 FEET; THENCE, DEPARTING SAID EAST LINE AND ALONG A LINE 25.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH LINE AND SAID NORTH LINE, SOUTH 88°53'19" WEST, A DISTANCE OF 233.50 FEET TO A POINT ON THE WEST LINE OF SAID OFFICIAL RECORDS BOOK 51138, PAGE 1211 AND A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 6; THENCE DEPARTING SAID PARALLEL LINE AND ALONG SAID WEST LINE AND SAID SOUTHERLY EXTENSION, NORTH 01°19'28" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 5837.50 SQUARE FEET MORE OR LESS.



LOCATION MAP
NOT TO SCALE

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARD OF PRACTICE (FORMERLY RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE) TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 88°53'19" EAST ALONG THE SOUTH LINE OF BLOCK 14, AMENDED PLAT OF PINE CREST, AS RECORDED IN PLAT BOOK 7, ON PAGE 13, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"= 50' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON APRIL 20, 2015 MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS (FORMERLY MINIMUM TECHNICAL STANDARDS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE), PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

MICHAEL M. MOSSEY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 5660
STATE OF FLORIDA

SKETCH & DESCRIPTION

A PORTION OF VACATED
N.E. 9TH COURT
AND A PORTION OF VACATED
SPRUCE AVENUE

POMPANO BEACH BROWARD COUNTY FLORIDA



301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 1 OF 2
DRAWING NO. 07020.05 SKD.dwg

DATE 4/20/15

SCALE AS SHOWN

FIELD BK. N/A

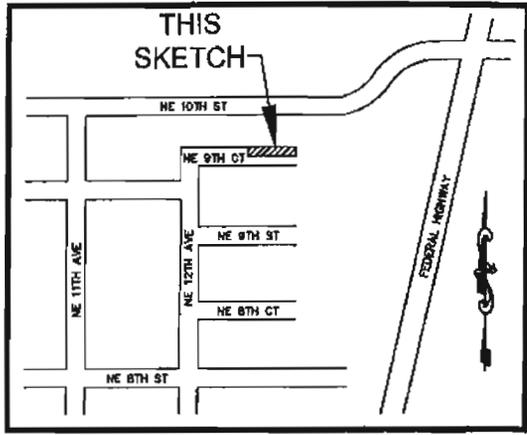
DWNG. BY S.M.

CHK. BY M.M.M.

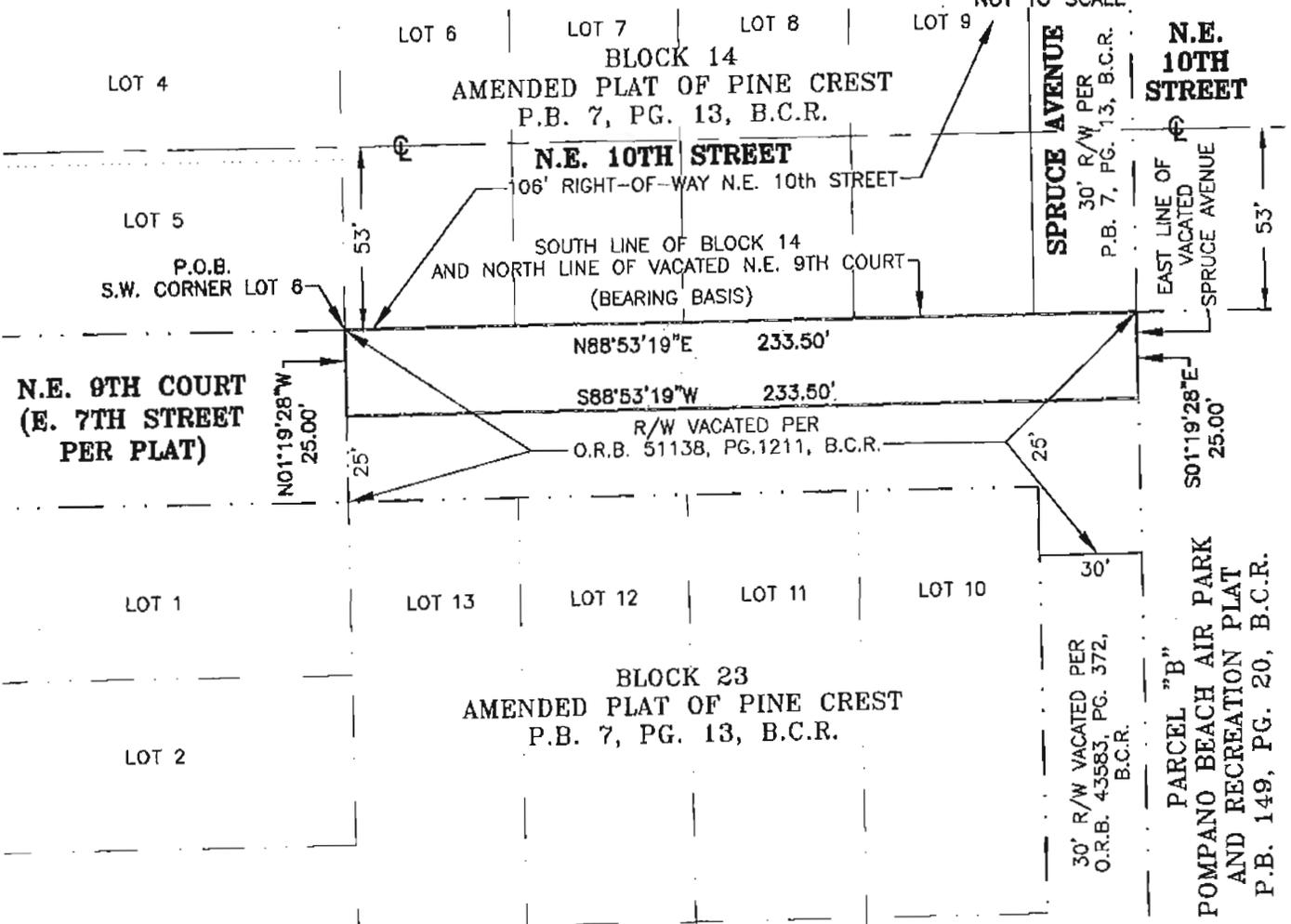
DATE	REVISIONS



SCALE: 1"=50'



LOCATION MAP
NOT TO SCALE



LEGEND:

- | | | | |
|--------|------------------------|--------|--------------------|
| B.C.R. | BROWARD COUNTY RECORDS | PG. | PAGE |
| LB | LICENSED BUSINESS | P.O.B. | POINT OF BEGINNING |
| O.R.B. | OFFICIAL RECORDS BOOK | R/W | RIGHT-OF-WAY |
| P.B. | PLAT BOOK | ℄ | CENTERLINE |

SKETCH & DESCRIPTION

A PORTION OF VACATED
N.E. 9TH COURT
AND A PORTION OF VACATED
SPRUCE AVENUE

POMPANO BEACH BROWARD COUNTY FLORIDA



consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2

DRAWING NO. 07020.05 SKD.dwg

DATE 4/20/15
SCALE AS SHOWN
FIELD BK. N/A
DWNG. BY S.M.
CHK. BY M.M.M.

DATE	REVISIONS

BID SPECIFICATIONS, SALE OF SURPLUS REAL PROPERTY
"AS IS"

Pursuant to the provisions of Section 253, Article XXV, Charter of the City of Pompano Beach, Florida, which is Chapter 57-1754, Laws of Florida, Special Acts of 1957, as subsequently amended and supplemented, the City Commission of said City has declared surplus and now offers for sale the following described real property owned by the City, to-wit:

**See Exhibit "A" Attached Hereto and Made a Part Hereof,
Hereinafter the "Property"**

This offer to sell is based upon the following terms and conditions:

1. Condition of Property: The Property will be sold in an "as is" condition. City will not warrant the condition of the property or title to the Property.

2. Bid Bond: The amount bid shall be payable in cash, cashier's check or certified check at closing, or the City Commission may by majority vote accept not less than twenty-five (25%) percent cash down payment and the balance in equal annual installments not exceeding five (5) years. All bids shall be accompanied by a bid bond in cash, cashier's check or certified check, in an amount equal to ten (10%) percent of the total bid price, which bond shall be forfeited as liquidated damages in the event a successful bidder fails to comply with or complete the terms of its bid, or the terms of the purchase contract required by Paragraph 2 below, following which neither party shall have any further rights or remedies against the other. The bid bond will be deducted from the amount bid to determine the balance due at closing.

3. Purchase Contract: Forthwith upon the acceptance of a bid by the City Commission, the successful bidder will enter into a contract for the purchase of the property by said bidder, said contract to be prepared by the City Attorney for the City, and to contain the following terms:

A. Title to the Property shall be conveyed by Quit Claim Deed and the deed shall be prepared by the City Attorney at the expense of the City.

B. While the status of the title to the Property and environmental concerns should be investigated by Purchaser prior to placing a bid, Purchaser may, at Purchaser's expense, have title to the Property reviewed and have a Phase I environmental audit conducted on the Property prior to the closing date. Any defects in the Property, other than those set forth herein, shall not be an objection to proceeding with the purchase of the Property.

C. A survey of the property, if required, shall be paid for by the Purchaser.

D. State documentary stamps on the deed shall be paid by the Purchaser.

E. Certified, confirmed and ratified special assessment liens shall be paid by the City at the time of closing. The City represents that there are no pending liens at this time affecting the property which have been made by the City, and to the best of its knowledge there are no other pending liens affecting the property. However, if at the time of closing there shall be new or future pending liens, Purchaser shall assume the same.

F. The Purchaser shall pay the cost of recording the deed.

G. The Purchaser shall pay the cost of his or its own attorneys and title insurance.

H. The Bid Bond will be considered as a good faith deposit and will be deducted from the price bid to determine balance due at closing. Failure to consummate the purchase in accord with the terms of the contract and the bid specifications will result in retention of the good faith deposit by the City as agreed upon liquidated damages accruing to it from such failure, following which neither party shall have any rights and remedies against the other.

I. Closing shall take place within one hundred eighty (180) days from the date of the contract, in the office of the City Attorney.

J. Purchaser is purchasing the Property in an “as is” condition with all faults and without any representation or warranty on the part of the City except as otherwise specified herein. Purchaser is solely responsible for obtaining all necessary development approvals from government entities. City does not represent that any government approval has been given for development on any specific site or parcel. Purchaser represents and warrants to City that Purchaser is relying solely upon its own investigations and inspections of the Property, and as a result, City shall not be obligated to make any modifications to the Property as a condition to Purchaser’s obligation to close.

4. Survival of Bid Specification and Purchase Contract

After Closing: It is understood and agreed that the terms of these bid specifications and of the purchase contract shall survive the conveyance of title, particularly with respect to any act or event which may take place after such conveyance and which affects the rights of the parties hereto.

5. Sale; Rejection: The property will be sold to the highest and best bidder, if a sale is made, on the terms and conditions herein stated, but the City reserves the right to reject any and all bids.

6. Bids: Sealed bids will be received until 4:00 p.m. July 10th, 2015, in the office of the City Clerk, City Hall, 100 West Atlantic Boulevard, Pompano Beach, Florida. The bids will then be publicly opened during the course of the regular City Commission Meeting to be held on July 14th, 2015 in the City Commission Chambers, 100 West Atlantic Blvd.,

Pompano Beach, Florida, It will be the sole responsibility of the bidder to deliver his proposal to the office of the City Clerk on or before the hour and date specified herein.

7. Variances; Informalities: Bidders must submit their proposals strictly in accordance with these specifications. Each variance to these specifications must be specifically stated by the bidder in his bidding proposal and may result in his bid being rejected. The City of Pompano Beach reserves the right to waive any informality in any bid.

8. Period of Effectiveness: All bids shall be effective and binding upon the bidder for a period of ten (10) days from the date of the award and any bid bonds previously deposited shall be returned to the unsuccessful bidders ten (10) days after said award.

9. Certification: The Bidder, by submitting his proposal, certifies that his bid is made without previous understanding, agreement, collusion or connection with any person, firm or corporation making a bid for the same property.

10. Real Estate Brokers: The City has not employed any real estate brokers in connection with the sale of the surplus property being offered herein, nor is it in any way liable or responsible for any real estate brokerage or other similar commission claimed as the result of any sale made of the property herein offered. Any such real estate brokerage or other similar commission shall be the sole obligation and responsibility of the successful bidder and the City shall not be responsible or liable therefor. The successful bidder shall, concurrent with the execution of the purchase contract, agree to indemnify against and hold the City harmless from any and all such claims or demands for a real estate brokerage or other similar commission which may be made as the result of the sale of property offered hereby and, in the event litigation should result from any such claim, such indemnification and hold harmless agreement shall include any judgment rendered as the result of such litigation and all costs and expenses of such

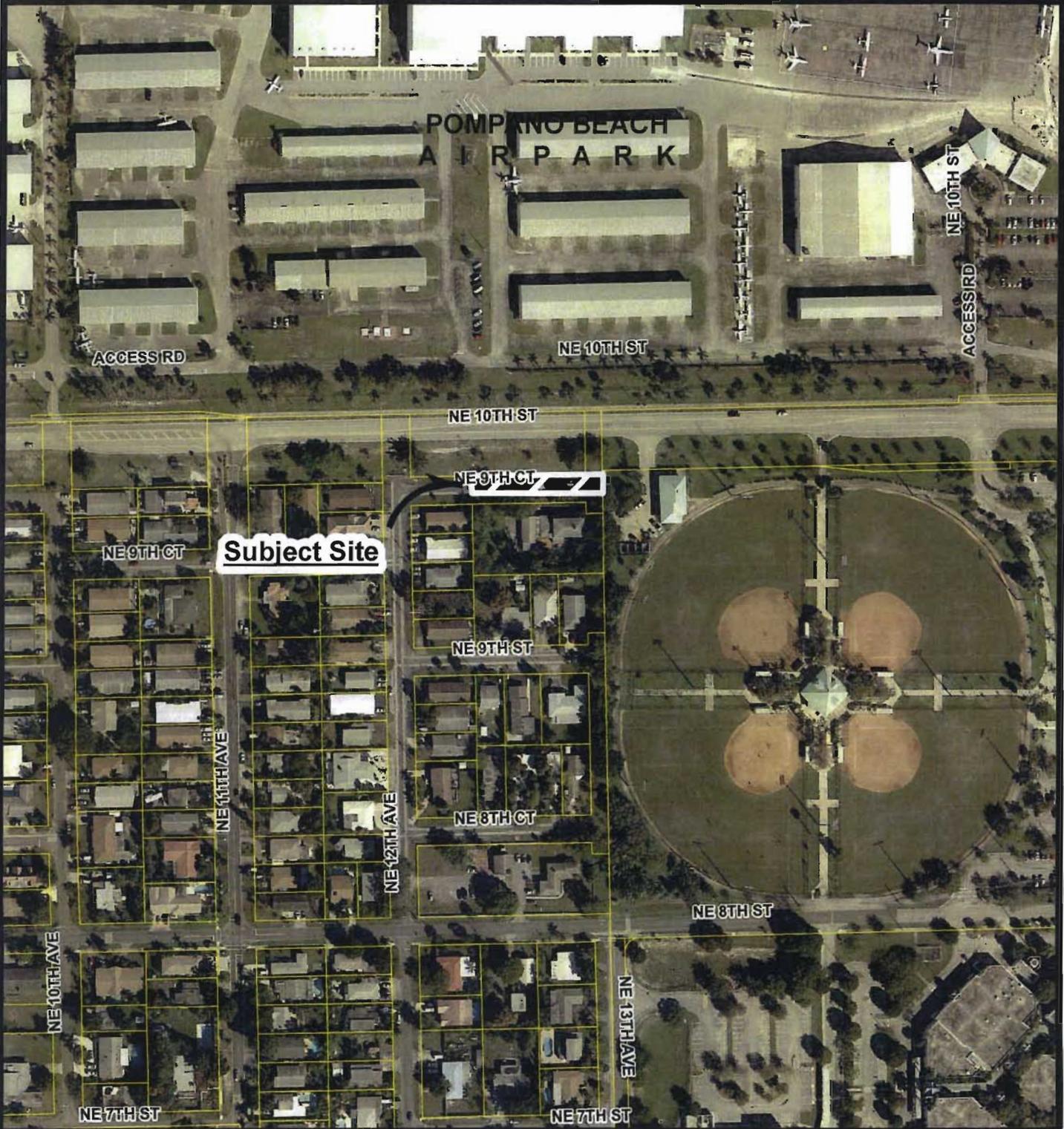
litigation, including, but not limited to, attorney's fees, suit costs, expert fees and all other costs or expenses of whatsoever nature incurred by the City in connection with such litigation, including any appellate litigation.

CITY OF POMPANO BEACH, FLORIDA

DENNIS W. BEACH, CITY MANAGER

GBL/jrm
5/11/15
Modified: dtk
5/13/2015
l:surplus/2015-962

CITY OF POMPANO BEACH 500' RADIUS MAP



SURPLUS

PORTION OF NE 9 CT

1 in = 250 ft

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

Names of Comms.	M	S	V Y	V N
<p>CITY COMMISSION MEETING MINUTES FEBRUARY 10, 2015</p> <p>PAGE 52</p> <p><u>REGULAR ITEMS – CONTINUED</u></p> <p>Comr. Hardin agrees to lower the size requirements as well. After discussion with Mr. Bird, in the AOD you can have a bar next to another bar, next to another bar and it does not matter whether they serve food or not.</p> <p>Mr. Bird replied yes that is correct.</p> <p>Comr. Hardin understands that outside the AOD you cannot have a restaurant with bar next to a restaurant with a bar.</p> <p>Mr. Bird replied that is not exactly correct, and he explained how it works. In sum, service with food can be side by side anywhere in the City providing they meet the 2,500 square feet.</p> <p>Mayor Fisher indicated that it was the consensus of the commission to reduce the amount to 2,500 square feet and directed staff to work on that component as well.</p> <p><u>REPORTS</u></p> <p><u>City Manager</u> – No Report.</p> <p><u>City Attorney</u> – No Report.</p> <p><u>Deputy City Clerk</u> – No Report.</p> <p><u>Internal Auditor</u> – No Report.</p> <p><u>Commissioner Barry J. Dockswell</u> – No Report.</p> <p><u>Commissioner Rex Hardin – Surplus Property - 1220 Northeast 9th Court</u> – Comr. Hardin stated that there is a piece of property located at 1220 Northeast 9th Court that abut Northeast 10th Street, as well as against the Maintenance Shack, which the City had abandoned the road in that area because it was a dead-end street. However, one of the residents next to the property expected to put landscaping on the</p>				





City of Pompano Beach, Florida

Names of Comms.	M	S	Y	N

CITY COMMISSION MEETING MINUTES FEBRUARY 10, 2015

PAGE 53

REGULAR ITEMS – CONTINUED

north side of the street, but in reality, the City owns half of the property and the resident owns the other half. Therefore, Comr. Hardin recommended that the commission direct staff to declare the City's portion surplus property to get it out for a bid.

Mayor Fisher directed City Attorney Linn to handle this matter.

Gordon B. Linn, City Attorney requested that the appropriate staff member meet with him regarding this matter.

Comr. Hardin indicated that Robin Bird, Development Services Director is aware of the property.

Update on the Burrie Civic Center – Comr. Hardin requested an update on the Barrie's Civic Center. He recalled that there was some discussion at the last Parks and Recreation Advisory meeting about this center and about the design moving forward on the limited site available on Federal Highway. He asked if any progress has been made as it relates to trying to do a swap with Pompano Ford, otherwise, the Center will not have access from the neighborhood and it would only be ingress/egress on Federal Highway. This was a concern for the members of the Parks and Recreation advisory board.

Dennis W. Beach, City Manager reported that the City has made some contacts and had several meetings with the property owners in an effort to work through the issues. Therefore, it is still underway, and the intentions are to make this happen at some point. Nevertheless, the City is proceeding with the design based on the property in hand, with the objective of making that connection to the residential neighborhood, when possible.

Comr. Hardin understands the City Commission wants this to happen, however, he is concerned that it has not happened yet, and it appears that the building will be constructed without any access. In sum, he is concerned that this is a bad design, and if access is not granted, and the City cannot find another place to buy to do a land swap, perhaps, the City will be stuck with a Civic Center on Federal Highway that has no access to the neighborhood. Therefore, he asked if staff has exhausted every other possibility.

REQUESTED COMMISSION ACTION:

<u> </u> Consent	<u> </u> Ordinance	<u> X </u> Resolution	<u> </u> Consideration/ Discussion	<u> </u> Presentation
----------------------------	------------------------------	-----------------------------------	---	---------------------------------

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

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF THE CITY COMMISSION, FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JUNE 1, 2018; PROVIDING AN EFFECTIVE DATE.

- APPLICANTS:
- Joan Kovac, **Incumbent** – District 1
 - Deidra Daisey, **Incumbent/Alternate 1** – District 5
 - Tobi Aycock, **Incumbent/Alternate 2** – District 3
 - Walter Syrek, **Incumbent/Alternate 3** – District 2
 - Joby L. Balint – District 1
 - Amalia Papadimitriou – District 1
 - Kenneth Rodgers – District 1
 - Elizabeth Anderson – District 3
 - Charles H. Bechert, III – District 3
 - Salah Elroweny – District 3
 - David Baumwald – District 4
 - Carmen Jones – District 4
 - Marcus A. McDougle – District 4
 - Latoya T. Almonord – District 4
 - Linda Houston Jones – District 5
 - Clovis Nelson – District 5



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.

NOTE: This is a City Commission's appointment.

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

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>City Clerk's Office</u>	<u>5/14/15</u>	<u>Approve</u>	<u><i>Ascelea Hammond</i></u>
<u>X City Manager</u>	_____	_____	<u><i>Stephen...</i></u>

ACTION TAKEN BY COMMISSION:

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

MEMORANDUM

DATE: May 15, 2015
TO: Asceleta Hammond
FROM: Kerrie MacNeil, Staff Liaison to the Planning and Zoning Board
SUBJECT: ATTENDANCE REPORT

In accordance with your request, I am submitting the following attendance records:

Planning and Zoning Board/Local Planning Agency

Diedra Daisey (Alternate)

Attendance computed from June of 2012 through April of 2015

Meetings Requested: 13
Meetings Attended: 2
% of Meetings Attended: 15%

Joan Kovac

Attendance computed from June of 2012 through April of 2015

Meetings Held: 35
Meetings Attended: 30
% of Meetings Attended: 86%

Tobi Aycock

Attendance computed from June of 2012 through April of 2015

Meetings Requested: 12
Meetings Attended: 12
% of Meetings Attended: 100%

Walter Syrek

Attendance computed from June of 2012 through April of 2015

Meetings Requested: 11
Meetings Attended: 10
% of Meetings Attended: 91%



Florida's Warmest Welcome

Jerold Mills

Attendance computed from May of 2014 through April of 2015

Meetings Held:	13
Meetings Attended:	8
% of Meetings Attended:	62%

KEM

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 PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF THE CITY COMMISSION, FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JUNE 1, 2018; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Planning and Zoning Board/Local Planning Agency of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Planning and Zoning Board/Local Planning Agency as appointee of the City Commission, for a term of three (3) years; said term to expire on June 1, 2018.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



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

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

www.ci.pompano-beach.fl.us
Phone No. (954) 786-4611
Facsimile No. (954) 786-4095

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

NAME OF BOARD/COMMITTEE: Planning & Zoning Bd., a
Community Develop. Advisory Bd.
NAME OF APPLICANT: JOAN KOVAČ (Joan Kovac)
RESIDENCY ADDRESS: 1754 Bay Drive

ZIP CODE: 33062 HOME PHONE NO.: 954 784 2079

MAILING ADDRESS: 1754 Bay Drive

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

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

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

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: _____

BUSINESS ADDRESS: 2770 Davie Rd.

CITY/STATE: Davie, Fl. 33314

ZIP CODE: 33314 BUSINESS PHONE NO: 954 792 7357

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

IF YES, PLEASE LIST NAME: Recycling & Solid Waste Committee

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

IF YES, PLEASE LIST NAME(S):
Planning & Zoning Board
Community Development Advisory Board

HAVE YOU EVER SERVED ON A CITY OF POMPAÑO BEACH BOARD/COMMITTEE? Yes

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

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION, WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE: Planning & Zoning & Site Plan Committees for Deer for 5 years, CRA, Pompano City Planning Council, Elected official for 12 years.

EDUCATION: Attended University of Akron, Akron, Ohio

EXPERIENCE: Small business owner.
Elected official (Mayor) for 12 years.

CURRENT POSITION: Offshore Mgr., Co-Owner small business

PAST POSITIONS: Same as above.

HOBBIES: Sailing, Reading, Travel

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

Joseph B. Kuvac
SIGNATURE OF APPLICANT

5-9-06
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: _____



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

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

Fax No.: (954) 786-4095
Phone No.: (954) 786-4611

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

NAME OF BOARD/COMMITTEE: Economic Development Council

NAME OF APPLICANT: DEIDRA Daisey

RESIDENCY ADDRESS: 2309 S. Cypress Blvd DR #413

ZIP CODE: 33069 HOME PHONE NO.: (954) 599-7253

MAILING ADDRESS: 2309 S. Cypress Blvd DR #413

CITY/STATE/ZIP CODE: POMPANO BEACH FLA 33069

ARE YOU A CITY RESIDENT? YES: NO:

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

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

ARE YOU A REGISTERED VOTER? YES: NO:

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

BUSINESS OR OCCUPATION: REAL ESTATE AGENT (10 YRS)

BUSINESS ADDRESS: 4757 N OCEAN BLVD

CITY/STATE: FT LAUDERDALE FLA 33308

ok
12

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: AFFORDABLE HOUSING ADVISORY ULSAFE STRUCTURES & HOUSING
PLANNING & ZONING BOARD HOUSING AUTHORITY of Pompano
COMMUNITY DEVELOPMENT

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

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

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

EDUCATION: GRADUATE OF POMPANO BEACH HIGH; FLORIDA REAL ESTATE LICENSE, CERTIFIED WATERFRONT PROPERTY, LEADERSHIP HOME SPECIALIST

EXPERIENCE: PAST V.P. for CYPRESS BLDG CONDO PROTECTIVE BOARD BOARD of DIRECTORS for CYPRESS BLDG CONDO 2; GOVERNMENT AFFAIRS COMMITTEE for BOARD of REALTORS

CURRENT POSITION: REAL ESTATE AGENT for POMPANO

PAST POSITIONS: STATE OF FLORIDA FOR 15 YRS

HOBBIES: COMMUNITY INVOLVEMENT & VOLUNTEER WORK for BOARD OF REALTORS (GOVERNMENT AFFAIRS)

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

Ubaldo Alvarez
SIGNATURE OF APPLICANT

2/10/09
DATE OF APPLICATION

INITIALS OF CLERK OR DEPUTY

DATE RECEIVED OR CONFIRMED

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



**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: Tabi 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.

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
	Owner, President CBC1256482	954-914-5022
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: 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.,

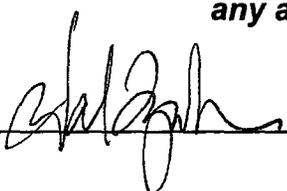
1986-1996, practice of architecture in New York City.

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: 3/18/12 _____

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, F.S.
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

Walter Syrek

Experience

2007 - current Varian Associates, PA Boca Raton, FL

Associate

- Supervised payment requisitions for multimillion dollar construction projects including residential and commercial.
- Reviewed plans and budgets for diverse building types, made recommendations to construction lender on accuracy and completeness.

2000 – 2006 Brookhill Management Corp. New York, NY

Director of Construction

- Managed tenant build-out projects for retail and industrial properties.
- Negotiated construction contracts nationwide.
- Obtained zoning variances and building permits for construction projects.

1996 - 2000 Valthal Corp. New York, NY

Vice President

- Managed diversified Real Estate Development Company.
- Negotiated construction contracts worth over \$3 million.
- Coordinated development and leasing of new office and retail complex.
- Supervised outside legal counsel for purchase, leasing and litigation.
- Obtained brownfields certification for Pennsylvania development parcel.
- Secured NYC zoning approval for residential loft conversion.

1988 – 1996 Levi, Sanchick & Associates New York, NY

Architectural Project Manager

- Supervised design team for mid-size architectural firm.
- Inspected construction for conformance to contract documents.
- Designed and built over 20 retail stores, including Brooks Brothers.
- Managed \$8 million construction project for NY public agency.
- Contacted clients and wrote proposals which won major commissions.

1986 – 1988 Jack L. Gordon & Assoc. New York, NY

Intern Architect

- Prepared documents for multi-million dollar renovation projects.

Education

- Juris Doctor, 1996, New York Law School
- B. Arch, 1986, New Jersey Institute of Technology

Professional Licenses

Admitted to the Bar, NY & NJ; Registered Architect, New Jersey (Lic. AI01152200) , Florida (Lic. AR 93992) NJ; Holder of NCARB Certificate,



CITY OF POMPANO BEACH, FL
ADVISORY BOARD/COMMITTEE APPLICATION

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

Fax No.: (954) 786-4095

Phone No.: (954) 786-4611

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

NAME OF BOARD/COMMITTEE: ARCHITECTURAL APPEARANCE COMMITTEE

NAME OF APPLICANT: JOBY L. BALINT, AIA

RESIDENCY ADDRESS: 2321 SE 11th STREET POMPANO BEACH.

ZIP CODE: 33062 HOME PHONE NO.: 954-781-9499

MAILING ADDRESS: 2321 SE 11th STREET

CITY/STATE/ZIP CODE: POMPANO BEACH, FL 33062

ARE YOU A CITY RESIDENT? YES: NO:

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

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

ARE YOU A REGISTERED VOTER? YES: NO:

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

BUSINESS OR OCCUPATION: ARCHITECT (REGISTERED) - PGAL

BUSINESS ADDRESS: 791 PARIS OF COMMERCE BLVD #400

CITY/STATE: BOCA RATON, FL

ZIP CODE: 33487

BUSINESS PHONE NO 561-988-4006 ext 10

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

IF YES, PLEASE LIST NAME: N/A

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

IF YES, PLEASE LIST NAME:

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

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

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

EDUCATION: AUBURN UNIVERSITY - B.S. OF BUILDING CONSTRUCTION AND BACH. OF ARCHITECTURE - 1994

EXPERIENCE: 10 PLUS YEARS OF PRATICE IN ARCHITECTURE; COMMERCIAL EXPERIENCE ONLY; AIA AND NCARB MEMBERSHIP; SITE AND BUILDING PLANNING ALONG WITH PROGRAMING

CURRENT POSITION: ASSOCIATE/PROJECT MANAGER AT PGAL

PAST POSITIONS: PROJECT COORDINATOR; SENIOR ARCHITECT

HOBBIES: GOLF; COMMUNITY SERVICE (CHURCH OUTREACH); READING

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

[Signature]
SIGNATURE OF APPLICANT

5-22-2006
DATE OF APPLICATION

INITIALS OF CLERK OR DEPUTY

DATE RECEIVED OR CONFIRMED

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



**CITY OF POMPANO BEACH
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: Amalia Papadimitriou
(Optional)

Residence Information:

Home Address: 405 North Ocean Blvd. #1718

City/State/Zip: Pompano Beach, FL 33062

Home Phone: 954-942-2302 Cell Phone: 561-271-6357

Email: amalia.papadimitriou@gmail.com Fax: 1-800-574-9197

Business Information:

Employer/Business Name: D.R. Horton, Inc.

Current Position / Occupation: Corporate Counsel

Business Address: 1245 South Military Trail, #100

City/State/Zip: Deerfield Beach, FL 33442

Business Phone: 954-949-3086 Fax: 1-800-574-9197 Email: apapadimitriou@drhorton.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: Cultural Arts Committee

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

<input 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 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 checked="" type="checkbox"/>	CRA East	Historic Preservation	<input type="checkbox"/>	*Unsafe Structures
<input type="checkbox"/>	CRA West	*Housing Authority of Pompano	<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
(PLEASE SEE ATTACHED RESUME FOR AMALIA PAPADIMITRIOU)

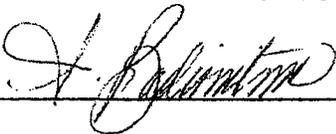
Education: University of Miami, School of Law, Degree: Juris Doctor, 1999,
Florida Atlantic University, Degree: Bachelor of Science, Major: International Business, 1995

Experience: As Corporate Counsel of the country's largest home builder, I have been exposed to working with development of several counties, including but not limited to Broward, Miami-Dade, and Martin Counties and understand and appreciate the complexities involved in the development process, including working with several municipalities. I find this area extremely interesting and feel that my professional experience can assist Pompano Beach in achieving objectives in improving the growth and stabilization of our city.

Past Positions: Committee Member: Cultural Art Committee, City of Pompano Beach

Hobbies: Running marathons, scuba diving

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

Signature: 

Date: 3/16/12

Initials of Clerk or Deputy: MS

Date received or confirmed: 3/14/12

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

AMALIA PAPADIMITRIOU

405 North Ocean Boulevard, Unit 1718 • Pompano Beach, Florida 33062
(561) 271-6357 Phone • (866) 605-0573 Fax • Amalia.Papadimitriou@gmail.com

STATE BAR ADMISSIONS

- **Member:** State of Florida Bar; District of Columbia Bar; United States District Court for the Southern District of Florida
-

PROFESSIONAL EXPERIENCE

12/2005 – Present **D.R. HORTON, INC.** **Deerfield Beach, FL**
Division Counsel

- Draft and negotiate a wide variety of legal documents: land acquisition, consulting services, construction, purchase, and reseller agreements, and commercial leases
- Manage legal counsel and paralegal on all legal matters for the South Florida Division
- Advise division president on all real estate and property management matters
- Manage all aspects of condominium documentation, from filing through approval, for residential, commercial, mixed-use, and phased condominiums
- Analyze all regulatory agency and environmental litigation reports for General Counsel
- Manage all litigation matters with outside counsel
- Advise and manage property management company and three property managers on all legal and financial issues of eight home developments from Jupiter, Florida to Homestead, Florida
- Advise federal and state regulatory agencies with inquiries and submittals for funding programs
- Assist land development personnel and local municipalities with land entitlement process
- Advise and train sales personnel on all legal documents and statutory compliance including purchase agreements and Condominium and Homeowners' Association Declarations

03/2005 – 12/2005 **TECHNICAL OLYMPIC USA, INC.** **Hollywood, FL**
Corporate Counsel

- Negotiated, drafted, and revised company and home purchase agreements, as well as commercial lease and software licensing agreements
- Managed litigation with outside counsel and corporate compliance of government regulations
- Drafted and negotiated company supplier templates, electronic document retention policies, home purchase and employment agreements
- Assisted the Board of Directors with legal matters and with the translation of legal documents from Greek to English and from English to Greek
- Assisted General Counsel with research projects relating to the Sarbanes-Oxley and Interstate Land Sales Full Disclosure Acts

04/2002 – 03/2005 **ECLIPSYS CORPORATION, INC.** **Boca Raton, FL**
Lead Regional Counsel

- Advised Chief Financial Officer on legal aspects of the company's financing in regard to software licensing agreements
- Successfully negotiated software agreements in excess of \$20 million between the company and hospitals in the United States
- Managed a junior level attorney responsible for agreements, amendments, work orders, and consulting agreements
- Drafted, negotiated, and improved the following types of agreements for healthcare information technology systems:
Outsourcing, software licensing, third-party, reseller, sub-contracting, and end user

AMALIA PAPADIMITRIOU

(Continued)

11/2000 – 04/2002 **OFFICE DEPOT, INC. (CORPORATE HEADQUARTERS)** **Delray Beach, FL**
Commercial Litigation Counsel

- Drafted responses to inquiries from United States Attorney General's Office and all regulatory agencies
- Worked with outside counsel on claims for all litigation cases
- Advised Vice President and Associate General Counsel on pending cases
- Administered cases for Senior Litigation/Compliance Corporate Counsel

EDUCATION

1999 **UNIVERSITY OF MIAMI** **Coral Gables, FL**
Juris Doctor

- Who's Who Among American Law School Students
- Author of "Money Laundering in International Trade," *Law Review: International & Comparative Law Journal*, Spring 1999.
- Semi-finalist of University of Miami School of Law, Negotiation Competition

1995 **FLORIDA ATLANTIC UNIVERSITY** **Boca Raton, FL**
Bachelor of Science, International Business

- Rotary Club Scholarship Recipient, 1991 – 1995
- Student Ambassador, Student Alumni Association, Executive Board of Directors

ADDITIONAL INFORMATION

- Native fluency in reading, writing, and speaking Greek
- Extensive research on the legal ramifications of money laundering in international trade



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: KENNETH RODGERS
(Optional)

Residence Information:

Home Address: 1340 SOUTH OCEAN UNIT 1807
City/State/Zip: POMPANO BEACH FL 33062
Home Phone: 954-782-1709 Cell Phone: 407-718-2877
Email: BUGSDOLL@ATT.NET Fax: 954-782-1709

Business Information:

Employer/Business Name: RETIRED
Current Position / Occupation: _____
Business Address: _____
City/State/Zip: _____
Business Phone: _____ Fax: _____ Email: _____

Are you a U.S. Citizen? Yes No
Are you a resident of Pompano Beach? Yes No Reside in District: 1 2 3 4 5
Do you own real property in Pompano Beach? Yes No
Are you a registered voter? Yes No
Have you ever been convicted of a felony? Yes No
Current or prior service on governmental boards and/or committees: _____

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

<input type="checkbox"/> Affordable Housing	<input type="checkbox"/> Cultural Arts	<input type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input type="checkbox"/> Education	<input checked="" 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 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: KENT STATE BA

Experience: SPENT 50 YEARS IN LOGGING INDUSTRY FROM
TRAINER TO PRESIDENT & CEO

Past Positions: SERVED ON BOARDS OF BOYS RANCH, KENNEDY CLUB
BOYS CLUB - PAST PRESIDENT OF GA HOSPITALITY ASSO. AND VARIOUS
CHURCH POSITIONS.

Hobbies: GOLF - BOATING - TRAVEL

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

Signature: [Signature]

Date: 3-12-12

Initials of Clerk or Deputy: [Signature]

Date received or confirmed: 3/15/12

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

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



CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK

2014 SEP 12 AM 10:02

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. ___ Mrs. X Ms. ___ Miss ___ Name: Elizabeth Anderson

Residence Information:

Home Address: 448 SW 13th Street
City/State/Zip: Pompano Beach, FL 33060
Home Phone: Cell Phone: (954) 629-1675
Email: ejfassa@gmail.com Fax:

Business Information:

Employer/Business Name: City of Boca Raton
Current Position / Occupation: Planner
Business Address: 201 W. Palmetto Park Road
City/State/Zip: Boca Raton, FL 33432
Business Phone: (561) 393-7783 Fax: (561) 393-7784 Email: eanderson@myboca.us

Are you a U.S. Citizen? Yes X No ___
Are you a resident of Pompano Beach? Yes X No ___ Reside in District: 1 ___ 2 ___ 3 X 4 ___ 5 ___
Do you own real property in Pompano Beach? Yes X No ___
Are you a registered voter? Yes X No ___
Have you ever been convicted of a felony? Yes ___ No X
Current or prior service on governmental boards and/or committees: ___

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

Table with 3 columns: Affordable Housing, Cultural Arts, Parks and Recreation. Rows include Air Park, Architectural Appearance, Budget Review, Charter Amendment, Community Appearance, *Community Development(CDAC), CRA East, CRA West, Education, Emergency Medical Services, *Employee's Board of Appeals, Employee's Health Insurance, *General Employee's Retirement System, Golf, Historic Preservation, *Housing Authority of Pompano Beach, *Planning & Zoning/Local Planning Agency, *Police & Firefighter's Retirement System, Pompano Beach Economic Development Council, Public Art Committee, Recycling & Solid Waste, Sand & Spurs Riding Stables, Marine, *Unsafe Structures, *Zoning Board of Appeals.

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

In addition a Resume may be attached

Education: Master of Public Administration / Graduate Certificate in Community Development / Graduate Certificate in Homeland Security & Emergency Management : Florida International / Bachelor of Urban & Regional Planning - FAU

Experience: Present findings & recommendations to advisory boards in my current position. Previously served as Advisory Board Secretary to Pompano Beach Planning & Zoning, ZBA, Economic Development Council, AAC, Public Art Committee

Past Positions: Zoning Technician, City of Pompano Beach
Land Planner, Siegel, Lipman, Dunay, Shepard & Miskell, LLP
Community Development Intern, City of Tamarac

Hobbies: Running, fundraising, cooking, volunteering, home improvements, traveling, the beach.

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

Signature: Elizabeth J. Anderson

Date: 9/9/2014

Initials of Clerk or Deputy: _____

Date received or confirmed: 9/12/14

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.

Elizabeth J. Anderson

▪ 448 Southwest 13th Street, Pompano Beach, FL 33060 ▪ 954-629-1675 ▪ ejeassa@gmail.com ▪

EDUCATION

Master of Public Administration 2011 – 2013

Graduate Certificate in Community Development

Graduate Certificate in Homeland Security and Emergency Management

Florida International University, Miami, FL

- Institutional GPA: 3.76
- Pi Alpha Alpha Honor Society

Bachelor of Urban and Regional Planning 2009 – 2011

Florida Atlantic University, Boca Raton, FL

- Major GPA: 3.5
- American Planning Association: Student Chapter, 2009 – 2013

PROFESSIONAL EXPERIENCE

Planner August 2014 – Present

City of Boca Raton, Boca Raton, FL

- Meet with and work in partnership with petitioners and citizens throughout the development review process; present findings and recommendations to the Planning and Zoning Board and City Council
- Review and process comprehensive plan amendments, re-zonings, developments of regional impact, notice of proposed change applications, annexations, site plans, plats, abandonments, etc.
- Assist in the preparation of amendments and/or updates to the elements of the Comprehensive Plan
- Conduct research and analysis and prepares statistical data on land use, social and economic issues

Zoning Technician September 2012 – July 2014

City of Pompano Beach, Pompano Beach, FL

- Managed public counter and answer all planning and zoning related inquiries
- Provided zoning review of residential, commercial and industrial building permits
- Executed staff level administrative adjustments and minor building design development orders
- Reviewed and approved applications for Zoning Use Certificates and Business Tax Receipts
- Drafted proposals and applied for grants and awards at the Local, State and Federal level
- Provided high level of support to City Advisory Boards
- Performed research and drafted language for code revisions

Land Planner September 2011 – May 2012

Siegel, Lipman, Dunay, Shepard & Miskel, LLP, Boca Raton, FL

- Interpreted and applied land use regulations, zoning codes, and comprehensive plans at the municipal and county level
- Performed due diligence review of governmental files related to property entitlements
- Investigated site conditions as they pertained to a site's potential for development
- Drafted justification statements for variance, special exception, rezoning, and waiver applications
- Coordinated multi-disciplinary teams, working on 15-25 separate projects a month

Community Development Intern January 2011 – May 2011

City of Tamarac, Tamarac, FL

- Assisted the Planning and Zoning department with site plan review and zoning inspections
- Aided with the Neighborhood Stabilization Program involving grants from the United States Department of Housing and Urban Development
- Supported in the facilitation of Planning Board meetings



**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

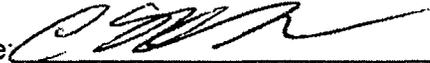
Education: ST. THOMAS UNIVERSITY, BACHELOR'S DEGREE
THOMAS M. COOLEY SCHOOL OF LAW, JURISDOCTORATE DEGREE

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: W _____

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.

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.

2005-Present	<i>Investment Administrator</i> Natural Florida Holdings, LLC	Lake Wales, Florida
2008-Present	<i>Investment Manager</i> RW Family Holdings, LLC	Pompano Beach, Florida
2008-Present	<i>Board Member</i> Randall Williamson Foundation, LLC	Pompano Beach, Florida
2010-Present	<i>Operations Vice President</i> Williamson Family Cattle, LLC	Lake Wales, Florida

ACTIVITIES & APPOINTMENTS

1990-Present	Obtained an in depth knowledge and understanding of ethnic and cultural diversity while traveling in 14 countries and 42 states.	
1997-1998	School Board of Broward County, Florida	Assistant Student Advisor
1998	Recognized by Government of Honduras for traveling and providing assistance to orphanages within their country.	San Pedro Sula, Honduras
1998-1999	South Pompano Civic Association	Director
2000	Completed Guardianship Training Palm Beach County Bar Association	Guardianship Education
2003	Recognized as an IA Certified Landscape Irrigation Auditor	New Orleans, La.
2003-Present	Written Water Savings Irrigation Grants for Municipalities which have been approved.	
2008-2010	Exchange Club of Pompano Beach	Member
2008-Present	Pompano Charter Amendment Advisory Board	Appointee
2009-2010	South Pompano Civic Association	Director



**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: Salah ELroweny, AIA, CGC, LEED AP.
(Optional)

Residence Information:

Home Address: 9932 NW 46 Court
City/State/Zip: Sunrise, FL 33351
Home Phone: 954-785-1314 Cell Phone: 954-803-6484
Email: Salah@igroup1.com Fax: 954-785-1315

Business Information:

Employer/Business Name: Innovative Group Inc.
Current Position / Occupation: President, Architect & General Contractor
Business Address: 480 S. Cypress Road Suite #100
City/State/Zip: Pompano Beach, FL 33060
Business Phone: 954-785-1314 Fax: 954-785-1315 Email: Salah@igroup1.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: Unsafe Structures Board

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 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 Architecture, University of Nebraska. 5/94
B.S. in Architecture Study University of Nebraska 12/91

Experience: Please see attached Resume & website.
www.innovativegroupinc.com

Past Positions: _____

Hobbies: Reading, Painting, & Travelling

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: 1/11/2012

Initials of Clerk or Deputy: NS AH

Date received or confirmed: 5/14/15

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.

Salah Elroweny, AIA, CGC, LEED AP
President
Innovative Construction & Management Inc.
Innovative Group Inc.
480 S. Cypress Road # 100
Pompano Beach, FL 33060
(954)785-1314 - (954)785-1315 (Fax)
www.innovativegroupinc.com

REGISTRATION

Florida Registered Architect No. 17516
NCARB No. 54630
Florida Certified General Contractor No. CGC1516330
Leader in Energy Efficient Design Accredited Professional, Green Building Certification Institute
State of California Safety Assessment Program Worker ID# 65485

MEMBERSHIP

American Institute of Architects
National Council of Architectural Registration
City of Pompano Beach Unsafe Structure Board
International Code Council *

EXPERIENCE

18 years of professional experience
Principal in charge of design, project management and development

Responsibilities:

- Plan, develop and manage projects from schematic design through construction completion.
- Negotiate, and issue subcontracts and purchase orders
- Make and enforce required decisions to assure objectives are met.
- Plan, direct, schedule, and coordinate all phases of the project.
- Monitor cost, perform projections, and prepare cash flow report.
- Review and approve subcontractor's certificates of payment and process Change Orders.
- Conduct progress meetings and produce status report.
- Conduct inspections as required, and manage quality control program
- Full Client representation and coordination with municipalities.

Projects:

- Oasis Plaza, Pompano Beach, FL - Commercial/ Retail (2009- 2010)
- Stanford Office, Pompano Beach, FL- New Office (2009-2010)
- Nissan Dealership, Pompano Beach, FL - Concrete Work (2010)
- Stimson Company, Pompano Beach, FL - Repair and upgrade (2010)
- ICBR Center, Boca Raton, FL -Community Center. (2009)
- Stimpson Company, Pompano Beach, FL- 40 years certificate repair (2009)
- ICSF Center, Pompano Beach, FL -Community Center.(2008-2009)
- Aldahan Residence, Light House Point, FL (2008)
- Assalam Center Boca Raton, FL -Community Center (2007-2008)
- Royal Palm Commerce Park, Pompano Beach, FL -Warehouse (2008)
- Spielberg Residence Ft. Lauderdale, FL - Residential (2008)
- G.S. Academy, Boca Raton, FL -School. (2007)
- Innovative Group, Pompano Beach, FL- Office (2007)
- Stimpson Company, Pompano Beach, FL -Office building (2006)
- Pearl Matrix Office Complex, 50,000 SF office development, City of Lauderhill, FL (2005)
- Alazhar School, 12,000 SF school, Tamarac, FL (2004)
- Texaco Station, Pompano Beach, FL (2004)
- Target Engineering, Ft. Lauderdale, FL- Office (2004)
- Conch Key Villa, Pompano Beach, FL- Townhomes (2004)



CITY OF POMPANO BEACH ADVISORY BOARD / COMMITTEE APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

2014 FEB 18 AM 11:21
CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK

Mr. Mrs. _____ Ms. _____ Miss _____ Name: David Baumwald
(Optional)

Residence Information:

Home Address: 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 committee still active

Hobbies: Home remodeling, Construction investing, Dining

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

Signature: 

Date: 02/13/2014

Initials of Clerk or Deputy: _____

Date received or confirmed: 2/13/14

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

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



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

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: Carmen Jones
(Optional)

Residence Information:

Home Address: 721 NW 16th Street
City/State/Zip: POMPANO FL 33060
Home Phone: 954-249-9026 Cell Phone: 954-249-9026
Email: cjones@BRPH.COM Fax: _____

Business Information:

Employer/Business Name: Boca Raton Regional Hospital
Current Position / Occupation: PAYROLL
Business Address: 800 Meadows Road
City/State/Zip: Boca Raton FL 33486
Business Phone: 561-955-4756 Fax: 561-955-2165 Email: CJONES@BRPH.COM

Are you a U.S. Citizen? Yes No ___
Are you a resident of Pompano Beach? Yes No ___ Reside in District: 1 ___ 2 ___ 3 ___ 4 5 ___
Do you own real property in Pompano Beach? Yes No ___
Are you a registered voter? Yes No ___
Have you ever been convicted of a felony? Yes ___ No
Current or prior service on governmental boards and/or committees: N/A

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

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

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

In addition a Resume may be attached

Education: Pompano Beach Senior High School graduate

Experience: _____

Past Positions: ^{Pompano} Education Advisory Board, Pompano Economic Dev. Council

Hobbies: _____

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

Signature: Carmen Jones

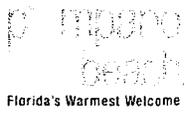
Date: 7/20/12

Initials of Clerk or Deputy: [Signature]

Date received or confirmed: 7/20/12

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

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



CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE OFFICE OF THE CITY CLERK
APPLICATION

2013 JAN 28 PM 4:22

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. Mrs. ___ Ms. ___ Miss ___ Name: Marcus A. McDiagle
(Optional)

Residence Information:

Home Address: 971 NW 6 Ave
City/State/Zip: Pompano BEACH, FL 33060
Home Phone: 954-825-3769 Cell Phone: SAME as HOME
Email: PLAYERSFIRST@gmail.com Fax: _____

Business Information:

Employer/Business Name: Players First Sports
Current Position / Occupation: President
Business Address: 971 NW 6 Ave
City/State/Zip: Pompano BEACH, FL 33060
Business Phone: 954-825-3769 Fax: _____ Email: PLAYERSFIRST@gmail.com

Are you a U.S. Citizen? Yes No ___
Are you a resident of Pompano Beach? Yes No ___ Reside in District: 1 ___ 2 ___ 3 ___ 4 ___ 5
Do you own real property in Pompano Beach? Yes ___ No
Are you a registered voter? Yes No ___
Have you ever been convicted of a felony? Yes ___ No
Current or prior service on governmental boards and/or committees: _____

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

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

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

In addition a Resume may be attached

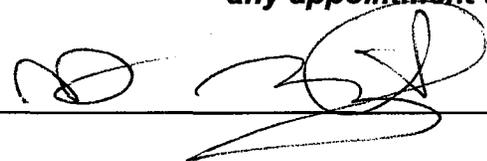
Education: B. A. in Sociology From Bethune Cookman
Studying for Masters in Health Service Adm.

Experience: over 12 yrs. experience event planning working
Organizations that are community based
for kids.

Past Positions: Alumni Board for Bethune Cookman
Take Stock in Kids mentor, Adviser to College
bound kids;

Hobbies: Cultural events; sporting events;
family function organizing

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

Signature: 

Date: 1/28/13

Initials of Clerk or Deputy: _____

Date received or confirmed: _____

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

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

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



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: LATOYA T. ALMONORD
 (Optional)

Residence Information:

Home Address: 501 NW 17TH AVENUE
 City/State/Zip: POMPANO BEACH, FL 33069
 Home Phone: 954-394-6344 Cell Phone: SAME
 Email: LALMONORD28@GMAIL.COM Fax: N/A

Business Information:

Employer/Business Name: EMBRACING TEAM, INC.
 Current Position / Occupation: FOUNDER / CEO
 Business Address: P.O. BOX 668402
 City/State/Zip: POMPANO BEACH, FL 33066
 Business Phone: 954-394-6344 Fax: N/A Email: EMBRACINGTEAMINC@GMAIL.COM

Are you a U.S. Citizen? Yes 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: CHAIR, POLICY COUNCIL COMMITTEE, HEADSTART & EARLY HEADSTART BROWARD CTY SCHOOLS

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

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

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

In addition a Resume may be attached

Education: BACHELORS: THEATRE- FLORIDA ATLANTIC UNIVERSITY, BOCA RATON, FL

MASTERS: NOVA SOUTHEASTERN UNIVERSITY, DAVIE, FL

GOLDCOAST: REALESTATE SALES LICENSE

Experience: CUSTOMER RELATIONS MANAGEMENT, TEACHING & MENTORING, PROJECT

DEVELOPMENT & IMPLEMENTATION, TEAM BUILDING, WORKSHOP AND SEMINAR

PRESENTATION, PRENTAL & COMMUNITY INVOLVMENT, LEADERSHIP

Past Positions: PRINCIPAL- TOUCHDOWNS 4 LIFE CHARTER SCHOOL, ASST. SCHOOL

ADMINISTRATOR-MAVERICKS HIGH SCHOOL, ASST PRINCIPAL INTERN-BROWARD CTY

SCHOOLS, TEAM LEAD/ASSOCIATE DIRECTOR OF ADMISSIONS-KAPLAN UNIVERSITY,

REALTOR, CENTURY 21 HANSEN REALTY

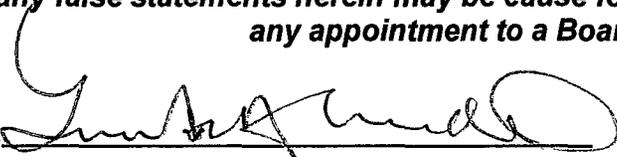
Hobbies: MOTIVATIONAL SPEAKING, PRESENTATIONS, PREFORMING ARTS, HAIRSTYLIST

HELPING OTHERS, GETTING INVOLVED IN ANY ACTIVITY THAT FIGHTS FOR A WORTHY

CAUSE!

**** PLEASE SEE ATTACHED DOCUMENT: RESUME

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

Signature: 

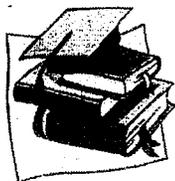
Date: MARCH 20, 2013

Initials of Clerk or Deputy: _____

Date received or confirmed: _____

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

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



Latoya T. Almonord

501 NW 17th Avenue • Pompano Beach, FL 33069 • 954-394-6344 • lalmonord28@gmail.com

PROFESSIONAL SUMMARY

Dedicated and compassionate education professional, who is committed to providing a well-balanced, supportive, and engaging learning environment for *all* students. Possession of in-depth knowledge of policies and procedures that govern schools and districts. Proven track record of exemplary student instruction, staff evaluations knowledge, and current student disciplinary actions. Adept in critical thinking, problem solving, communication skills, listening and articulation of ideas and group interaction. Strives to collaborate with all members of the school community to meet the needs of students and promote the philosophy of the school.

Flexible and versatile – able to maintain a sense of humor under pressure. Poised and competent with demonstrated ability to easily transcend cultural differences. Thrive in deadline-driven environments. Excellent working knowledge using PC, IBM and Mac systems; MS Word, Excel, PowerPoint, Access, Pinnacle, Backpack, Virtual Counselor, FileMaker Pro Windows, E-Learning

CORE COMPETENCIES

Grant Writing & Proposals	Individualized Education Plans
Customer Relationship Management	Parental and Community Involvement
Teaching Mentoring & Development	School Administration
Project Development and Implementation	Leadership and Team BuildingA
Instructional Best-Practices	Program Management and Coordination
Team Building	Professional Development/Training
Workshops and Seminar Presentations	Enrollment & Recruitment
Career Training & Counseling	School & Community Fundraisings

EDUCATION & CREDENTIALS

Masters: Major: Educational Leadership - Nova Southeastern University, Davie, FL, 2011

State Certification: Florida Educational Leadership (All levels)

Professional Development

Ethical School Leadership ~ Problem Solving and Visionary Leadership ~ Organizational Management of Schools ~ HR- Process and Staff Development

Bachelors: Major: Theater - Florida Atlantic University, Boca Raton, FL, 2005

PROFESSIONAL EXPERIENCE

Touchdowns 4 Life Charter Middle School, Tamarac, FL

Principal, 8/12

Key Contributions:

Responsible for managing the policies, regulations, and procedures to ensure that all students are supervised in a safe learning environment that meets the approved curricula and mission of the school.

Mavericks High School, Sunrise, FL

Lead Teacher/Assistant School Administrator

Career Counselor

English Teacher, 07/11 to 06/12

Key Contributions:

Chaired collaborative meetings concerning best practices, professional development, and available resources. Assist with standardized testing in close collaboration with Curriculum Coordinator. Maintain knowledge of enrollment process, student policies, and instructional policies. Maintain thorough knowledge of the curriculum and appropriate modifications to meet student needs and work collaboratively with Administration on assessment, test data, and response to intervention. Other duties as assigned

- **Increase Student Enrollment by 10%** by restoring student-faculty relationships.
- **Decreased student discipline rate 6%** by implementing student discipline program
- **Appointed by Principal as "Lead Teacher"** to assist new teachers

Lauderdale Lakes Academy, Oakland Park, FL

10th Grade Team Lead/Language Arts Teacher (9-12), 08/10 to 6/11

Key Contributions:

Developed innovative approaches that were held as the model standard for meeting district goals in areas including technology integration across the curriculum, experiential learning, literacy and diversity. Taught language arts students and individuals with learning challenges within a mainstreamed, inclusive classroom. Consistently commended for ability to redirect students exhibiting behavior problems by replacing disruptive, unproductive patterns with positive behaviors. Led district-wide in-service on classroom management. Served on school committees and taskforces focused on curriculum development, textbook review, fundraising and anti-bullying efforts.

Blanche Ely High School, Pompano Beach, FL

Assistant Principal (Intern), 11/09 to 06/10

Key Contributions:

Responsible for assisting with supervision and evaluation of teaching and other school staff, and other duties as assigned. Assist all school administrators in the supervision all school functions, including support services, special activities and programs, student discipline, and curricula development. Supports the principal and administrative team in fostering a positive school climate and maintaining appropriate school and community relationships.

Kaplan University, Boca Raton, FL

Team Lead/Associate Director of Admissions 03/06 to 11/09

Sr. Admission Advisor,

Key Contributions:

Responsible for a team of fifteen+ sales advisors, tasks included corrective actions, student files, particular requests, plan scheduling, and recruiting. Managed all daily admissions operations, managed prospective student communications and application processing Delegate team tasks as needed (e.g. recording, gathering information, etc) Facilitate ongoing self-evaluation of individual and team effectiveness, prepared meeting agendas Coached and mentored new advisors and current advisors. Facilitate team meetings using appropriate brainstorming, problem solving, decision making, and project planning techniques. Conducted department meetings to coordinate and monitor planned implementation

CERTIFICATIONS AND TRAINING

Certification in Florida Educational Leadership (FELE)

Certification in Drama (6-12)

Certification in Professional Education (PED)

General Knowledge Test (GKT)

Real Estate Sales Associate

Training and Workshops

Child Abuse Training

First Aid & CPR

AFFILIATIONS

Chair, Policy Council Committee- Head Start of Broward County Public School District, Fort Lauderdale, FL

Founder/President, Embracing TEAM Incorporation (*Teens Entering Active Motherhood*), Pompano Beach, FL

Tutor, Education Advantage, Fort Lauderdale, FL

Member, Alumni Association, Nova Southeastern University, Davie, FL

Member, PTA/SAC, Markham Elementary, Pompano Beach, FL

Scholarship Ambassador, Gates Millennium Scholars (GMS)/UNCF

SCHOOL AND COMMITTEE MEMBERSHIPS

Teacher Peer Mentor

Positive Behavior Support Team

Senior Graduation Committee

Reading Across Curriculum

REFERENCE

Immediately Upon Request



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

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

2015 FEB 11 PM 2:58
CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK

Mr. ___ Mrs. ___ Ms. Miss ___ Name: Linda Houston Jones

Residence Information:
Home Address: 3499 Oaks Way Bldg. 117
City/State/Zip: Pompano Beach, FL 33069
Home Phone: _____ Cell Phone: 754-422-4638
Email: jone1044@bellsouth.net Fax: _____

Business Information:
Employer/Business Name: Ashanti Cultural Arts, Inc.
Current Position / Occupation: Founder / President
Business Address: P.O. Box 100646
City/State/Zip: Ft. Lauderdale, FL 33310
Business Phone: 954-792-3700 Fax: _____ Email: ashanticultural@bellsouth.net

Are you a U.S. Citizen? Yes No ___
Are you a resident of Pompano Beach? Yes No ___ Reside in District: 1 ___ 2 ___ 3 ___ 4 ___ 5
Do you own real property in Pompano Beach? Yes No ___
Are you a registered voter? Yes No ___
Have you ever been convicted of a felony? Yes ___ No
Current or prior service on governmental boards and/or committees: None

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

<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 checked="" 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 checked="" type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input type="checkbox"/> Employee's Health Insurance	<input checked="" type="checkbox"/> Public Art Committee
<input type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Recycling & Solid Waste
<input 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 type="checkbox"/> CRA West	<input 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: BS Florida A + M University
MS Nova University

Experience: 35 years, retired Broward
School Board, media specialist
25 years Ashanti Cultural Arts

Past Positions: NA

Hobbies: Mentoring youth, business + community
empowerment, attending Cultural
arts events, traveling, reading

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

Signature Linda H. Jones Date: 2/10/15

Initials of Clerk or Deputy: _____ Date received or confirmed: _____

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

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

RESUME

Linda Houston Jones

3499 Oaks Way Building 117 #708 Pompano Beach , Florida 33069
(754) 422-4638 | jone1044@bellsouth.net

OBJECTIVE: To Pursue opportunities in business, education, community service, and the arts.

EXPERIENCE: **FOUNDER/ PRESIDENT ASHANTI CULTURAL ARTS, INC.** Responsible for all administrative and supervisory duties. Developed collaborations, partnerships and programs with community businesses, corporations and organizations.

BROWARD COUNTY SCHOOL BOARD

Media Specialist. Responsible for administrative and supervisory duties in the media center. Work with teachers, students and staff in the use of technology, print and nonprofit materials develop incentive programs for youth and provide resources to help implement the school curriculum.

EDUCATION: NOVA UNIVERSITY, FT. LAUDERDALE, FL
Master of Science, Learning Resources
FLORIDA A&M UNIVERSITY, TALLAHASSEE, FL
Administration Supervision
FLORIDA A&M UNIVERSITY TALLAHASSEE, FL
Bachelor of Science, Media Specialization

COMMUNITY PAST:

Sun-Sentinel/United Way Diversity Advisory Board
Grant Evaluator Broward County Cultural Affairs
Art in Public Places Advisory Committee
Grant Evaluator State of Florida
ArtServe Founding Board Member
Broward Center For the Performing Arts Advisory Board/Pacers
President's Council
Junior League of Broward County
Senator Graham Young Democrats Advisory Board
Broward County Cultural Council
Broward County Diversity Advisory Board
Leadership Broward Class XXVI
Friends of the African – American Research Library and Cultural Center Delta Sigma
Theta Sorority, Inc.
The Links, Inc.
Cultural Executives of Broward County

1000+ Club of the American Cancer Society
Broward School Board Mentor
Community Foundation Emridge Jones, Jr. Arts Scholarship Fund.
Board President of Art Serve

AWARDS & HONORS

March of Dimes Women of Distinction
JM Family Enterprises, Inc.
African American Achiever in the Arts
Girl Scouts of America,
Juliette Lowe Arts Award
Price Waterhouse Up & Comers Award
Soroptomist of Boca Raton,
Woman of the Year
Coalition of 100 Men Community Service Award
Samuel Delevoe Community Service Award
Les Boines Amie Community Service Award
Feature Story in local and national news publication
ICABA Outstanding Business Leader
Eta Phi Beta Community Service Award

COLLABORATIONS

YMCA Boys and Girls Club
Children Services Council and Broward County Cultural Affairs
Broward County Parks & Recreation
Kids IN Distress
Urban League of Broward County
School Board of Broward County
Girls Scouts of America
Hispanic Unity
Broward Center for the Performing Arts
Cities of: Lauderdale Lakes, Ft. Lauderdale, Pompano, Sunrise, Lauderhill, Tamarac,
Hallandale, Hollywood, Coral Springs, to name a few.

Linda Houston Jones

Founder & President, Ashanti Cultural Arts



Believes in giving of her time, talents, and treasures to others. I know that It is through our giving we are blessed."

Broward County Cultural Commission, The Broward County Diversity Advisory Board and the Starting Place.

Her fervor for service is also defined in her active organizational participation. Jones is a charter member of the Pompano Beach Alumnae Chapter of Delta Sigma Theta Sorority, Inc., the North Broward County Chapter of the Links and the 1000+ Club as well as Mount Hermon AME Church in Fort Lauderdale.

Linda Houston Jones is a firm believer in the old adage, "to whom much is given, much is required." Thus, she takes every opportunity possible to pay it forward. Jones is the founder and president of Ashanti Cultural Arts, Inc., a non-profit organization that facilitates cultural arts, literacy, wellness and after-school programs for the community. In line with her love of the arts, she is also the president of Newrelij, a recording label founded by her late husband, musician Emridge "E.J." Jones.

In terms of public service, Jones serves on the boards of three cities with days named in her honor: Lauderhill, Fort Lauderdale, and Lauderdale Lakes. Additionally, she sits on the boards of the

Jones dedication to service has not gone unrewarded. As such, she is the recipient of numerous awards, including the ArtServe Arts Administrator of the Year Award, President Bush Volunteer Action Award, March of Dimes Woman of Distinction, Price Waterhouse Outstanding Business Leader, JM Family Enterprise African-American Achievers Award in the Arts and Girl Scouts Juliette Lowe Arts Award.

Jones holds a Bachelor of Science and Master's degrees from Florida A & M University and Nova

Southeastern University in Media Specialization, Learning Resources, and Administration Supervision and is also a graduate of Leadership Broward Class of XXVI.

Among Jones' proudest achievements is her family. The Daytona Beach, Florida native is the proud mother of two beautiful children, Jemilah & Emridge III., and one "daughter in love" Iyinka Jones.



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

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

Fax No.: (954) 786-4095

Phone No.: (954) 786-4611

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

NAME OF BOARD/COMMITTEE: Education Advisory Committee

NAME OF APPLICANT: Mr. Clovis B. Nelson.

RESIDENCY ADDRESS: 1090 NW 24th Avenue.

ZIP CODE: 33069 **HOME PHONE NO.:** (954) 297-2881

MAILING ADDRESS: 1090 NW 24th Avenue.

CITY/STATE/ZIP CODE: Pompano Beach Florida 33069.

ARE YOU A CITY RESIDENT? YES: NO:

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

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

ARE YOU A REGISTERED VOTER? YES: NO:

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

BUSINESS OR OCCUPATION: Teacher / Professor.

BUSINESS ADDRESS: N/A

CITY/STATE: N/A

*cek
M*

ZIP CODE: _____ BUSINESS PHONE NO. _____

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

IF YES, PLEASE LIST NAME: _____

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

IF YES, PLEASE LIST NAME:

<u>Education Advisory Committee</u>	<u>NW CRA ADVISORY BOARD</u>
<u>Cultural Arts Committee</u>	<u>Planning and Zoning Board</u>
<u>Community Development Advisory</u>	<u>Housing Authority of Pompano Beach</u>

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

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

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

EDUCATION: Two Bachelors Degrees, a Masters Degree, / currently pursuing a P.H.D. Degree in Leadership.

EXPERIENCE: Over 20 years experience as an educator / academic writer and reseacher.

CURRENT POSITION: P.H.D student.

PAST POSITIONS: Teacher / professor.

HOBBIES: Art, Poetry, reading, singing, intellectual discussions.

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

C. B. [Signature]
SIGNATURE OF APPLICANT

09/02/09
DATE OF APPLICATION

INITIALS OF CLERK OR DEPUTY

DATE RECEIVED OR CONFIRMED

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

action proposed by the application would inure to the special private gain or loss of the member, any principal or corporation (or a parent organization or subsidiary of such corporation) that employs or otherwise retains the services of the member, or a close relative (e.g., parent, sibling, spouse, or parent- or sibling-in-law) or business associate of the member.

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

3. If a board member is disqualified on a regular and continuing basis due to a conflict of interest (as defined in subsection 1 above), the Chair of the board may request, in writing, that the member resign. If the member does not resign in response to such a request, the Chair shall report the conflict of interest to the Mayor and City Commission, who may consider whether to remove and replace the member in accordance with Section 155.2203.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.

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

155.2204. PLANNING AND ZONING BOARD (P&Z)

A. Establishment

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

B. Powers and Duties

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

1. Decide Applications for Development Permit

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

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

2. Make Recommendations on Applications for Development Permit

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

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

3. Other Powers and Duties

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

- h. To seek through the City Manager information from other city agencies that is pertinent to the board's work; and
- i. To carry out any other powers and duties delegated to it by the City Commission, consistent with state law.

C. Membership, Appointment, and Terms of Office

1. Membership and Appointment

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

2. Terms

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

3. Alternate Members

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

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

4. Removal and Replacement; Attendance

a. Removal for Good Cause

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

b. Removal for Poor Attendance

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

5. Vacancies

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

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

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

D. Chair and Vice-Chair

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

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

E. Staff

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

F. Meetings

1. Schedule

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

2. Official Record

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

3. Notice of Meetings

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

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

4. Open Meetings

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

5. Procedure

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

G. Quorum and Necessary Vote

1. Quorum

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

2. Voting

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

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

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

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

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

I. Rules of Procedure

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

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

CITY OF POMPANO BEACH
Broward County, Florida

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

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

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

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

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

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

§ 154.16 PLANNING AND ZONING BOARD.

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

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

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

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

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

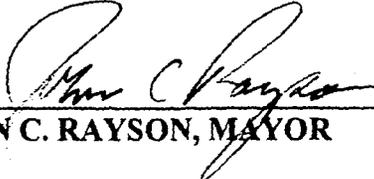
...

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

SECTION 3. This Ordinance shall become effective upon passage.

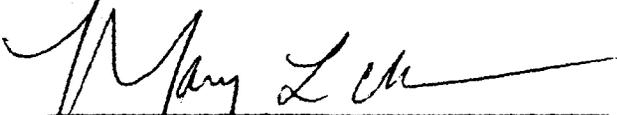
PASSED FIRST READING this 10th day of January, 2006.

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



JOHN C. RAYSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

CITY OF POMPANO BEACH
Broward County, Florida

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

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

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

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

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

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

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

§ 154.16 PLANNING AND ZONING BOARD.

...

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

...

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

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

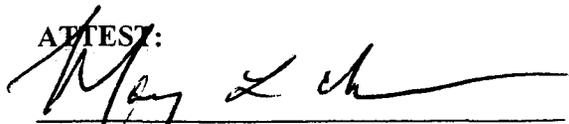
SECTION 4. This Ordinance shall become effective upon passage.

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

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



JOHN C. RAYSON, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

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

CITY OF POMPANO BEACH
Broward County, Florida

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

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

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

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

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

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

WHEREAS, pursuant to law, fourteen (14) days notice has been given by publication in a newspaper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the Commission Meeting Room of the City of Pompano Beach, Florida; and

WHEREAS, a public hearing before the City Commission was held, pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were in fact heard; now, therefore

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

SECTION 1: That Sections 41.04, 41.05, and 41.05.1 of Article II, Chapter 41 of the Code of Ordinances of Pompano Beach, Florida are hereby repealed.

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

Sec. 41.04. Created; powers and duties.

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

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

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

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

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

as follows:

Sec. 41.05. Membership; terms; compensation.

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

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

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

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

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

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

Sec. 41.05.2. Lines of mapped streets.

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

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

Sec. 41.05.3. Meetings of the Board.

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

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

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

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

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

Sec. 41.10. (3)

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

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

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

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

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

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

SECTION 14: This Ordinance shall become effective upon passage.

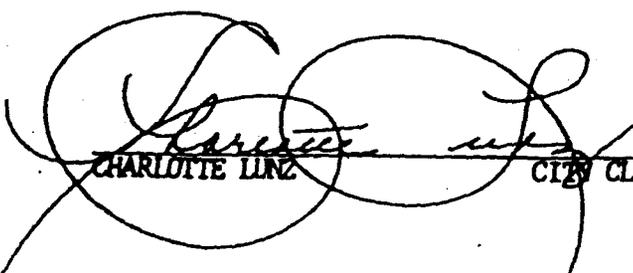
PASSED FIRST READING this 25th day of May, 1982.

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


HERB SKOLNICK

MAYOR

ATTEST:


CHARLOTTE LINZ

CITY CLERK

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

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

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

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

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

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

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

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

('58 Code, § 41.03)

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

Cross-reference:

Director of Planning and Growth Management, see § 31.18

§ 154.16 PLANNING AND ZONING BOARD.

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

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

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

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

(C) Meetings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Cross-reference:

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

§ 154.17 PLANNING AND ZONING BOARD AS LOCAL PLANNING AGENCY.

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

Planning and Zoning Board/Local Planning Agency MEMBERS						
Name	Address	District	Phone	Appointed	Expires	Reso No.
Joan Kovac	1754 Bay Drive (33062)	1	954-784-2079 h	6/1/2012	6/1/2015	2012-259
City Commission At Large	joanangles@aol.com		954-792-7357 o			
Jim Beeson (Chair)	2612 N.E. 5th Street (33062)	1	954-788-2376 h	6/1/2012	11/6/2016	2012-244
Mayor Fisher's Appointment	jbeeson@kronos.com					
Richard Klosiewicz	721 N.E. 11th Avenue (33060)	3	954-942-8444	5/12/2015	11/6/2016	2015-297
Corm. Hardin's Appointment						
Fred Stacer	2501 S.E. 9th Street (33062)	1	954-788-8623	2/10/2015	11/6/2016	2015-171
Comr. Dockswell's Appointment						
VACANCY		5			11/6/2016	2011-232
Comr. Moss' Appointment					Jerold A. Mills	
M. Dwight Evans	624 N.W. 17th Avenue(33069)	4	954-263-9590	2/10/2015	11/6/2016	2015-170
Comr. Phillips' Appointee	evansmdwight@aol.com					
Jeffrey Alan Torrey	4510 N.E. 15th Avenue (33064)	2	954-941-9252	2/24/2015	11/6/2016	2015-185
Vice Mayor Burrie's Appointee						
Interim Members						
(1) Deidra Daisey	2309 S. Cypress Bend Dr. # 413 (33069)	5	954-579-7253	6/1/2012	6/1/2015	2012-260
City Commission At Large	ddeidra@bellsouth.net		954-781-9393 o			
(2) Tobi Aycock	611 S.E. 18th Avenue, (33060)	3	954-914-5022 c	6/1/2012	6/1/2015	2012-261
City Commission At Large	theaycocks1@comcast.net					
(3) Walter Syrek	1311 NE 43rd Court, (33064)	2	954-933-6393 h	6/12/2012	6/1/2015	2012-285
City Commission At Large	wsarch@gmail.com					

Kerrie MacNeil - Recording Secretary	City Hall Complex	954-786-4662
Meets: Fourth Wednesday of each month @ 7:00pm in the City Commission Chambers		
Elections: Annually in November		
Established: City Ordinance No. 82-57		

Meeting Date: May 26, 2015

Agenda Item 19

REQUESTED COMMISSION ACTION:

Consent

Ordinance

X Resolution

Consideration/
Discussion

Presentation

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

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY OF THE CITY OF POMPANO BEACH, AS ALTERNATE 1 FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JUNE 1, 2018; PROVIDING AN EFFECTIVE DATE.

(PLEASE REFER TO PREVIOUS ITEM FOR APPLICANTS)



Accomplishing this item supports achieving *Initiative 5.2.1*. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

NOTE: This is a City Commission's appointment.

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

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Clerk's Office	5/14/15	Approve	<i>Asceleta Hammond</i>
<input checked="" type="checkbox"/> City Manager			<i>Greg Hamilton</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 PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY OF THE CITY OF POMPANO BEACH, AS ALTERNATE 1, FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JUNE 1, 2018; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Planning and Zoning Board/Local Planning Agency of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Planning and Zoning Board/Local Planning Agency as Alternate 1, for a term of three (3) years; said term to expire on June 1, 2018.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

Meeting Date: May 26, 2015

Agenda Item 20

REQUESTED COMMISSION ACTION:

<u> </u> Consent	<u> </u> Ordinance	<u> X </u> Resolution	<u> </u> Consideration/ Discussion	<u> </u> Presentation
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SHORT TITLE APPOINTMENT TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY OF THE CITY OF POMPANO BEACH, AS ALTERNATE 2, FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JUNE 1, 2018; PROVIDING AN EFFECTIVE DATE.

(PLEASE REFER TO PREVIOUS ITEM FOR APPLICANTS)



Accomplishing this item supports achieving Initiative 5.2.1. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

NOTE: This is a City Commission's appointment.

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

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>City Clerk's Office</u>	<u>5/14/15</u>	<u>Approve</u>	<u><i>Asceleta Hammond</i></u>
<u>X City Manager</u>	_____	_____	<u><i>Drey Harrison</i></u>

ACTION TAKEN BY COMMISSION:

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

RESOLUTION NO. 2015-_____

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY OF THE CITY OF POMPANO BEACH, AS ALTERNATE 2, FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JUNE 1, 2018; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Planning and Zoning Board/Local Planning Agency of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Planning and Zoning Board/Local Planning Agency as Alternate 2, for a term of three (3) years; said term to expire on June 1, 2018.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

Meeting Date: May 26, 2015

Agenda Item 21

REQUESTED COMMISSION ACTION:

<u> </u> Consent	<u> </u> Ordinance	<input checked="" type="checkbox"/> Resolution	<u> </u> Consideration/ Discussion	<u> </u> Presentation
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SHORT TITLE APPOINTMENT TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY OF THE CITY OF POMPANO BEACH, AS ALTERNATE 3, FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JUNE 1, 2018; PROVIDING AN EFFECTIVE DATE.

(PLEASE REFER TO PREVIOUS ITEM FOR APPLICANTS)



Accomplishing this item supports achieving Initiative 5.2.1. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

NOTE: This is a City Commission's appointment.

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

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>City Clerk's Office</u>	<u>5/14/15</u>	<u>Approve</u>	<u>Asceleta Hammond</u>
<input checked="" type="checkbox"/> City Manager	_____	_____	<u>Greg Hammer</u>

ACTION TAKEN BY COMMISSION:

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

RESOLUTION NO. 2015-_____

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY OF THE CITY OF POMPANO BEACH, AS ALTERNATE 3, FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JUNE 1, 2018; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Planning and Zoning Board/Local Planning Agency of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Planning and Zoning Board/Local Planning Agency as Alternate 3, for a term of three (3) years; said term to expire on June 1, 2018.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

Meeting Date: May 26, 2015

Agenda Item 22

REQUESTED COMMISSION ACTION:

Consent

Ordinance

Resolution

Consideration/
Discussion

Presentation

SHORT TITLE APPOINTMENT TO THE EMPLOYEES BOARD OF APPEALS

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE EMPLOYEES BOARD OF APPEALS OF THE CITY OF POMPANO BEACH, TO FILL THE UNEXPIRED TERM OF SAM WEINSTOCK; SAID TERM TO EXPIRE ON MARCH 6, 2020; PROVIDING AN EFFECTIVE DATE.

- APPLICANTS:
- Joseph L. Fitzpatrick – District 1
 - JaMeesha Bernadin – District 4
 - Frederic L. Conway – District 5
 - Sharon Pinto – District 5
 - Sandra Ruise – District 5



Accomplishing this item supports achieving *Initiative 5.2.1*. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

This is a Commission's appointment.

The Employees' Board of Appeals meets on an "as needed" basis, and the two incumbents have perfect attendance for those meetings held. Additionally, the Board consists of five (5) members, two are appointed by the City Commission for a six-year term. Of the remaining three (3) members, two are appointed by the regular city employees, and the fifth is appointed by the City Manager.

- (1) Origin of request for this action: City Clerk's Office
- (2) Primary staff contact: Asceletha 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	5/14/15	Approve	

<input checked="" type="checkbox"/> City Manager			
--	--	--	--

ACTION TAKEN BY COMMISSION:

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

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 EMPLOYEES BOARD OF APPEALS OF THE CITY OF POMPANO BEACH, TO FILL THE UNEXPIRED TERM OF SAM WEINSTOCK; SAID TERM TO EXPIRE ON MARCH 6, 2020; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Employees Board of Appeals of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Pompano Beach Employees Board of Appeals of the City of Pompano Beach to fill the unexpired term of Sam Weinstock; said term to expire on March 6, 2020.

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
OFFICE OF THE CITY CLERK
2009 MAY -8 AM 8:59

CITY OF POMPANO BEACH, FLORIDA
ADVISORY BOARD/COMMITTEE APPLICATION

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

www.ci.pompano-beach.fl.us
Phone No. (954) 786-4611
Facsimile No. (954) 786-4095

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

NAME OF BOARD/COMMITTEE: EMS

NAME OF APPLICANT: Joseph L. Fitzpatrick

RESIDENCY ADDRESS: 2890 NE 23 Street

ZIP CODE: 33062 HOME PHONE NO.: 954-942-5165

MAILING ADDRESS: 2890 NE 23 Street

CITY/STATE/ZIP CODE: Pompano Bch, FL 33062

ARE YOU A CITY RESIDENT? YES: NO:

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

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

ARE YOU A REGISTERED VOTER? YES: NO:

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

BUSINESS OR OCCUPATION: Broward Sheriffs office

BUSINESS ADDRESS: 1901 Eller Drive

CITY/STATE: Ft. Lauderdale, FL 33312

ZIP CODE: 33312 BUSINESS PHONE NO.: 954-224-4608

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

IF YES, PLEASE LIST NAME: _____

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

EDUCATION: Attended BCC, Nova Sea Management, Numerous Law Enforcement Leadership classes

EXPERIENCE: Police officer / Sheriff's deputy for over 30 yrs. Started working for City of Pompano in 1979.

CURRENT POSITION: Sgt. for PEO

PAST POSITIONS: Commissioner in Inspected General's office - IA Sgt. etc

HOBBIES: Raising children (he held many positions)

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

[Signature]
SIGNATURE OF APPLICANT

5/8/09
DATE OF APPLICATION

INITIALS OF CLERK OR DEPUTY

2/13/14
DATE RECEIVED OR CONFIRMED

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

THIS SECTION MUST BE COMPLETED BY THE ADVISORY BOARD SECRETARY ONLY

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



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

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2015 FEB 11 PM 1:09

Mr. ___ Mrs. ___ Ms. Miss ___ Name: Ja Meesha BERNADIN
(Optional)

Residence Information:

Home Address: 1100 NE 23rd AVE.
City/State/Zip: Pompano Beach
Home Phone: 754-245-1524 Cell Phone: 754-245-1524
Email: Jameeshabernadin@yahoo.com Fax: -

Business Information:

Employer/Business Name: Pompano Post Community Newspaper
Current Position / Occupation: Publisher
Business Address: 2755 NW Atlantic Blvd.
City/State/Zip: Pompano Beach
Business Phone: 754-245-1524 Fax: - Email: pompanopost@yahoo.com

Are you a U.S. Citizen? Yes No ___

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

Do you own real property in Pompano Beach? Yes ___ No

Are you a registered voter? Yes No ___

Have you ever been convicted of a felony? Yes ___ No

Current or prior service on governmental boards and/or committees: Nominee to the Education Board 2012

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

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

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

In addition a Resume may be attached

Education: Pursuing Masters Degree, Mass Communications, Public Administration,
Religion.

Experience: Public Relations, Marketing, Writing, Editing, Business Management
and Development. Promotions. Advocate, Activist, Author, Entrepreneur &
Evangelist.

Past Positions: Administration with Time Warner Communications, SBA Communications,
Anheuser Busch & Aetna. Publisher/ Editor of On The Move Magazine,
and writer for The Florida Sentinel and WTMP-Tampa Broadcasting.

Hobbies: Beach, spending time with my daughter & family. Attending and
volunteering at community events.

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

Signature: J. M. Di

Date: 2/11/2015

Initials of Clerk or Deputy: _____

Date received or confirmed: 2/11/15

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

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



CITY OF POMPANO BEACH ADVISORY BOARD / COMMITTEE APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2015 MAR - 9 PM 3:39

Mr. Mrs. ___ Ms. ___ Miss ___ Name: Frederic L. Conway
(Optional)

Residence Information:

Home Address: 805 Cypress Blvd. # 306
City/State/Zip: Pompano Beach FL 33069
Home Phone: 954-960-5298 Cell Phone: 321-506-5298
Email: fredconway@yahoo.com Fax: _____

Business Information:

Employer/Business Name: Dept. of Veterans Affairs (30 years)
Current Position / Occupation: Retired Attorney
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: Public Health Advisory Comm., Alexandria VA

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

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

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

In addition a Resume may be attached

Education: See Attached

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 Conway

Date: 5/2/15

Initials of Clerk or Deputy: _____

Date received or confirmed: _____

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

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

Frederic L. Conway
805 Cypress Boulevard
Apt. 306
Pompano Beach Florida 33069
Home telephone: 954-960-5298
Cell phone: 321-506-7762

Education:

B.A. History, University of Massachusetts, Amherst, MA - 1969
J.D. with Honors, National Law Center, George Washington University
Washington D.C. - 1972

Experience:

1972-1976: Attorney Advisor, Board of Veterans Appeals, Department of
Veterans Affairs (VA)

1976-1980: Deputy Assistant General Counsel, VA

1980-1989: Special Assistant to the General Counsel, VA

1989-2000: Deputy Assistant General Counsel, VA

2000-2003: Senior Dispute Resolution Counsel, Board of Contract
Appeals VA

During my career with the Office of General Counsel at the Department of Veterans Affairs, I supervised attorneys specializing in employment law. I also served as advisor to the Secretary of Veterans Affairs reviewing appeals from disciplinary actions and recommending appropriate action. I also was responsible for providing continuing legal education to VA attorneys and training in personnel law and dispute resolution for VA human resources personnel. I concluded my career overseeing the Department's Workplace Dispute Resolution program. In this position, I served as advisor to VA facilities in establishing local dispute resolution programs and as a mediator for workplace disputes.

In addition to my legal experience, I served as Executive Secretary to the Veterans Advisory Committee on Environmental Hazards. This committee was charged with reviewing the scientific literature relating to the health consequences of exposure to dioxin (a contaminant of "Agent Orange") and exposure to radiation as a result of military personnel participating in the occupation of Hiroshima and Nakasaki, Japan, or in the atomic weapons testing programs of the late 1940's and 1950's.



DW. S.
ch 8

City of Pompano Beach, Florida

Phone: (305) 786-4611

In order to assist the City Commission in making Municipal Board/ Committee Appointments, the following information is requested:

NAME OF BOARD/COMMITTEE: ZONING BOARD of Appeals

NAME OF APPLICANT: SHARON PINTO

AGE: UNDER 20: 21 - 35 35 - 50 OVER 50

HOME ADDRESS: 2661 S. COURSE DR. #906 PHONE 973-0305

ZIP CODE 33069 OCCUPATION: Admin. Asst.

RETIRED: No

BUSINESS ADDRESS: 7491 W. OAKLAND PARK BLVD. PHONE 572-0305

ARE YOU A REGISTERED VOTER? Yes ARE YOU A CITY RESIDENT? Yes

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 9 yrs.

PREVIOUS RESIDENCE: N. SHALLOWFORD RD., ATLANTA, GA.

ARE YOU A UNITED STATES CITIZEN? Yes

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

IF YES, PLEASE LIST NAME: N/A

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

IF YES, PLEASE LIST NAME:

Comm. Develop. Advisory Committee Comm. Affairs Advisory Committee
Library Advisory Board Employees Board of Appeals

Note: Would appreciate consideration be given to changing afternoon meetings to evening in order to accommodate working individuals.

BOARD/COMMITTEE APPLICATION

PAGE 2

HAVE YOU EVER SERVED ON A CITY BOARD OR COMMITTEE? No

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

NUMBER OF MEETINGS HELD: N/A NUMBER OF MEETINGS ATTENDED: N/A
PLEASE LIST YOUR BACKGROUND, EXPERIENCE, EDUCATION, ETC., WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE.

EDUCATION: High School

EXPERIENCE: Shopping Center Development / Management

CURRENT POSITION: Admin. Asst. to Owner - Redenco Corp. - Allan Kolsky or

PAST POSITIONS: Admin Asst to Owner - David J. Meares, Margate Debra Sinkle

HOBBIES: Reading, Tennis, Golf

Sharon Pinto

Signature

Date Sent

02/13/14
Date Rec'd

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

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



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

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK

2014 SEP -9 AM 10: 20

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. ___ Mrs. X Ms. ___ Miss ___ Name: SANDRA RUISE
(Optional)

Residence Information:

Home Address: 2410 N.W. 6th Street
City/State/Zip: Pompano Beach, FL 33069
Home Phone: _____ Cell Phone: (954) 815-6675
Email: Sandra.ruise@browardschools.com Fax: _____

Business Information:

Employer/Business Name: School Board of Broward County
Current Position / Occupation: Instructional Employee (Teacher) Markham Elem.
Business Address: 1501 NW 15th Street Ave, Pomp. Bch., FL 33069
City/State/Zip: Pomp. Bch., FL 33069
Business Phone: (954) 322-6957 Fax: _____ Email: Sandra.ruise@broward
schools.com

Are you a U.S. Citizen? Yes X No ___
Are you a resident of Pompano Beach? Yes X No ___ Reside in District: 1 ___ 2 ___ 3 ___ 4 ___ 5 ✓
Do you own real property in Pompano Beach? Yes ___ 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:

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

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

In addition a Resume may be attached

Education: See Resume

Experience: " "

Past Positions: " "

Hobbies: Reading & Writing

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

Signature: *Salvise*

Date: 9/5/14

Initials of Clerk or Deputy: K.D.A

Date received or confirmed: 9/9/14

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.

Sandra Ann Ruise
2410 North West 6th Street
Pompano Beach, Fl 33069
(954) 815-6675
harden2harden@aol.com

Objective

To be a productive resident of Pompano Beach, Florida through service and commitments of time and energy to both the local government and the youth.

Experience

Tutor

1999-Present

Provide tutoring services to those students who are not able to afford the academic help needed for success.

Teacher

1985-Present

Classroom Teacher- Provide educational services to those students whose past performances has evidence a need for intensive remediation.

Resource Teacher-Work with students identified as performing in the lowest quartile for both reading and math.

Math Coach- Provide the teachers of mathematics with the information needed to assist students in meeting proficiency.

YMCA Teacher- Provide academic assistance to students via homework assistance and test preparation.

Retail Management

1978-1985

Create displays of store's merchandise. Create schedules. Track inventory of the store's merchandise. Cash out registers. Compute payroll. Balance payroll and scheduling of employees.

Education

Master of Science (Reading and Mathematics) 2011
Walden University

Bachelor of Science (Biology) 1978
Bethune Cookman University

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 34 "CITY POLICY" OF THE POMPANO BEACH CODE OF ORDINANCES BY ENACTING A NEW SECTION 34.148.1 "EMPLOYEES BOARD OF APPEALS: CANONS OF CONDUCT" TO PROVIDE FOR CANONS OF CONDUCT FOR MEMBERS OF THE EMPLOYEES BOARD OF APPEAL; 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 Florida; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore

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

SECTION 1: That a Chapter 34 "City Policy" of the Pompano Beach Code of Ordinances is hereby amended by creating a new Section 34.148.1 "Employees Board of Appeals: Canons of Conduct" to read as follows:

Members of the Employees Board of Appeals shall, in addition to any and all requirements of law applicable to members of municipal boards, be bound by the following canons of conduct:

I. CANON 1: A board member should uphold the integrity and independence of the Employees Board of Appeals. An independent and honorable Employees Board of Appeals is indispensable for maintaining the integrity of the civil service merit system. A board member should participate in establishing, maintaining, and enforcing, and should himself or herself observe high standards of conduct so that the integrity and independence of the civil service merit system may be preserved. The provisions of these canons should be construed and applied to further that objective.

CANON 2: A board member should avoid impropriety and the appearance of impropriety in all his or her board activities.

(a) A board member should respect and comply with the law and the provisions of the Pompano Beach Code of Ordinances and should conduct himself or herself in a manner that promotes confidence in the integrity and impartiality of the Employees Board of Appeals.

(b) A board member should not allow his or her personal relationships to influence his or her conduct or judgment while acting in his or her official capacity as a board member. A board member should not lend the prestige of his or her position to advance the private interests of others, nor should a board member convey or authorize others to convey the impression that they are in a special position to influence the board member. A board member should not testify voluntarily as a character witness for any City of Pompano Beach employee in any disciplinary proceeding.

CANON 3: A board member should perform the duties of the Employees Board of Appeals impartially and diligently.

(a) A board member should be faithful to the law and should be unswayed by partisan interests, public clamor or fear of criticism.

(b) A board member should maintain order and decorum in proceedings before him or her.

(c) A board member should be patient, dignified and courteous to parties, witnesses, lawyers and others with whom he or she deals in his or her official capacity.

(d) A board member should accord to every person who is legally interested in a proceeding, or his or her lawyer, full right to be heard according to the law and the procedures of the Employees Board of Appeals. A board member shall not communicate with any person whatsoever regarding a pending disciplinary action unless such communication occurs in a meeting which complies with all provisions of Florida Statutes, Chapter 286.011, commonly referred to as the Sunshine Law; provided, however, that a board member may obtain the advice of the Board's legal counsel on the law, admissibility of evidence, procedures or other related items which are applicable to a proceeding before the board.

(e) The board should dispose promptly of the business of the board.

CANON 4: (A) A board member should disqualify himself or herself in a proceeding in which his or her impartiality might be reasonably questioned, including but not limited to, instances where,

(a) he or she has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding;

(b) a board member served as a lawyer in the matter in controversy, or a lawyer

with whom he or she previously practiced law served during such association, or the board member or such lawyer has been a material witness concerning it;

(c) the board member knows that he or she individually or as a fiduciary, or his or her spouse or minor child residing in his or her household, has a financial interest in the subject matter in controversy or in a party to the proceeding, or any other interest that could be substantially affected by the outcome of the proceedings;

(d) he or she, or his or her spouse, or a person within the third degree of relationship to either of them, or the spouse of such person, (i) is a party to the proceeding, or an officer, director or trustee of a party; (ii) is acting as a lawyer in the proceeding; (iii) is known by the board member to have an interest that could be substantially affected by the outcome of the proceedings; (iv) is to the board member's knowledge likely to be a material witness in the proceeding.

For the purposes of this section:

(a) The degree of relationship is calculated according to the civil law system.

(b) Fiduciary includes such relationships as executor, administrator, trustee and guardian.

(c) Financial interest means ownership of a legal or equitable interest, however small, or a relationship as a director, advisor or other active participant in the affairs of a party, except that, (i) ownership in a mutual or common investment fund that holds securities is not a financial interest in such securities unless the

board member participates in the management of the fund; (ii) an office in an educational, religious, charitable, fraternal or civic organization is not a financial interest in securities held by the organization; (iii) the proprietary interest of a policyholder in a mutual insurance company, or a depositor in a mutual savings association, or a similar proprietary interest, is a financial interest in the organization only if the outcome of the proceeding could substantially affect the value of the interest; (iv) ownership of government securities and a financial interest in the insurer only if the outcome of the proceeding should substantially affect the value of the security.

(B) If the disqualified board member holds his or her position by appointment, the appointing power may appoint a substitute to serve in the matter from which the individual is disqualified. If the board member is an employee representative, an emergency election pursuant to the requirements of Section 34.148 may be held to appoint an alternate member. However, if a quorum remains after the individual is disqualified, it shall not be necessary to appoint a substitute to serve in the matter from which the individual is disqualified and such decision shall be made solely by the City Commission.

(a) The time periods for holding a hearing shall be adjusted to allow a decision as to whether an alternate should be appointed and to allow such appointment to be made if the City Commission so determines.

(b) Any board action taken by a duly appointed substitute for a disqualified board member shall be as conclusive and effective as if the board action had been taken by the agency as it was constituted prior to any substitution.

CANON 5: A board member should regulate his extra-board activities to minimize the risk of conflict with his or her official board duties.

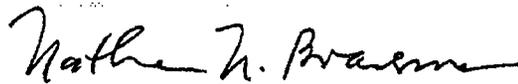
II. Violations of the canons set forth herein may subject a board member to removal as set forth in the Pompano Beach Charter.

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

SECTION 3: This Ordinance shall become effective upon passage.

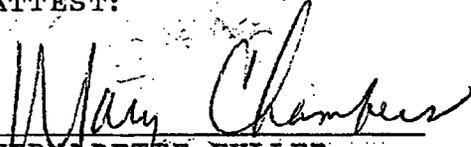
PASSED FIRST READING this 26TH day of FEBRUARY,
1991.

PASSED SECOND READING this 5TH day of MARCH,
1991.



NATHAN N. BRAVERMAN MAYOR

ATTEST:

for

VERNADETTE FULLER
CITY CLERK

SVD/mh
2/8/91
2/27/91
D-12 91-117

ARTICLE VII: FIRE DEPARTMENT**Sec. 45. FIRE DEPARTMENT.***Editor's note:*

Pursuant to the Municipal Home Rule Powers Act, the substantive provisions of Art. VII, section 45, have been transferred to § 32.50 of the Code of Ordinances.

**ARTICLE VIII:
DEPARTMENT OF PUBLIC WORKS**

Secs. 46.-51. (RESERVED).*Editor's note:*

Pursuant to the Municipal Home Rule Powers Act, the substantive provisions of Art. VIII, sections 46-49, 51, have been transferred to §§ 32.10 through 32.14 of the Code of Ordinances. Sections 32.13 and 32.14 of the Code of Ordinances were subsequently deleted.

**ARTICLE VIII A:
DEPARTMENT OF ENGINEERING**

Sec. 51.1. DEPARTMENT OF ENGINEERING.*Editor's note:*

Pursuant to the Municipal Home Rule Powers Act, the provisions of Art. VIII A, section 51.1, have been transferred to § 32.30 of the Code of Ordinances.

ARTICLE IX: BUILDING DEPARTMENT**Sec. 52. BUILDING DEPARTMENT.***Editor's note:*

Pursuant to the Municipal Home Rule Powers Act, the provisions of Art. IX, section 52, have been transferred to § 152.02 of the Code of Ordinances.

ARTICLE X: DEPARTMENT OF PERSONNEL**Sec. 53. CIVIL SERVICE MERIT SYSTEM.**

(1) Reserved.

Editor's note:

Amendment No. 4 of Ord. No. 73-10, enacted Jan. 3, 1973, repealed former subsection (1), "Definitions."

(2) System established:

There is hereby established for the City of Pompano Beach a system of personnel administration, based on merit principles and scientific methods governing the appointment, promotion, lay-off, suspension, removal and discipline of certain of its officers and employees and other incidents of city employment. To carry out this system there shall be a Department of Personnel and an Appellate Board to review such personnel actions.

(3) Personnel policy and rules:

(a) It is hereby declared the personnel policy of the city that employment in the city government shall be based on merit and fitness, free of personal and political considerations; that just and equitable incentives and conditions of employment shall be established and maintained to promote efficiency and economy in the operation of city government; that positions having similar duties and responsibilities shall be classified and compensated on a uniform basis; that appointments, promotions and other actions requiring the application of the merit principle shall be made according to merit and fitness to be ascertained, so far as practicable, by competitive examinations; that high morale shall be maintained by fair administration and by every consideration of the rights and interests of employees consistent with the best interests of the public and the city; and that tenure of employees covered by this Article shall be subject to good behavior, the satisfactory performance of work, necessity for the performance of work, and availability of funds.

(b) The City Commission, by ordinance, shall adopt personnel rules and regulations to effectuate the purposes and intent of this Article; provided, however, that any existing personnel rules or regulations adopted otherwise than by ordinance and existing on April 1, 1963, shall remain in full force and effect, to the extent not inconsistent with this Article, until readopted by ordinance as provided for herein. Any personnel rules and

regulations may also include rules of procedure for the conduct of appeal hearings, including rules of evidence.

(4) Classified and exempt service:

The classified service to which this law shall apply shall comprise all positions in the city government now existing or hereafter established, except the following:

(a) The City Commissioners and other elected officials and persons appointed to fill vacancies in elective offices.

(b) The City Manager and/or Acting City Manager.

(c) The Municipal Judge and Assistant Municipal Judge.

(d) The City Attorney and Assistant City Attorneys.

(e) The City Clerk.

(f) Members of boards, commissions or committees and other persons appointed by the City Commission.

(g) Intermittent or temporary and probationary employees.

(h) Consultants, counsel, architects, auditors and the like rendering temporary specialized technical and professional services for pay.

(i) The Internal Auditor as provided in Section 30.

(5) Status of present officers and employees:

When this Article becomes effective, all persons then holding positions hereunder:

(a) Shall have permanent status if they have held their present positions for at least six months immediately preceding the effective date of this Act; or,

(b) Shall have a probationary period of six months before acquiring permanent status if they have held their positions for less than six months immediately preceding the effective date of this Act.

(6) Personnel Director - administration:

The personnel program established by this Article shall be administered by the Personnel Director. The Personnel Director shall be a person who has had experience in the field of personnel administration and is familiar with its principles and methods, and who is in sympathy with the application of merit principles and scientific methods of public employment. The Personnel Director shall perform the duties required by the Personnel Rules and Regulations and such other duties as the City Manager may direct.

(7) Employees' Board of Appeals - Creation:

There shall be an Employee's Board of Appeals consisting of five (5) members with the powers, duties and qualifications hereinafter enumerated.

(8) Employees' Board of Appeals - Qualifications:

The members of the Board shall be qualified electors of the city, and shall be in sympathy with the application of merit principles to public employment. No member of the Board shall be a member of any local, state or national committee of a political party, or an officer or a member of a committee in any partisan political club or organization, or shall hold or be a candidate for any elective public office. No person shall be eligible to be a member of the Board who is a city employee or official, or who is serving the city upon an advisory board or in any capacity except as a member of the Board, nor shall the husband or wife or relative of such person be eligible for membership.

(9) Employees' Board of Appeals - Appointment:

The Board shall consist of five (5) members, two of whom shall be appointed by the City Commission, two of whom shall be appointed by the regular city employees, and the fifth of whom shall be appointed by the City Manager. Each member shall be appointed for a full six (6) years except that of the members first appointed, the two recommended by the regular city employees shall serve for four (4) years and the one recommended by the City Manager shall be appointed to serve for two years, but the provisions of this section shall not effect the terms of any member of the Board at the time of its adoption. All members of the Board shall file with the City Clerk an oath to support and defend the Constitution of the United States and of the State of Florida, and to faithfully perform the duties of the office. Such board shall elect one of its members to serve as chairman for a two (2) year term.

(10) Same - Removal of Members:

A member of the Board shall be removable by the Commission only for cause, after being given a copy of charges against him and an opportunity to be heard publicly on such charges before the Commission. A copy of the charges and a transcript of the record of the hearing shall be filed with the City Clerk.

(11) Same - Compensation; reimbursement for expenses:

Members of the Board shall serve thereon without recompense, unless otherwise provided by the Commission. They shall be entitled to reimbursement for necessary expenses. The necessary secretarial help and financial assistance will be furnished by the city.

(12) Same - "Hearings"; quorum:

The Board shall meet at such times and places as shall be specified by call of the Chairman of the Board or a majority of the Board members. All hearings shall be open to the public. Notice of such hearing shall be given in writing to each member by the Personnel Director. Three members shall constitute a quorum for the transaction of business.

(13) Same - Duties.

It shall be the duty of the Board and it shall have the power to:

(a) Hear appeals of any permanent employee hereunder in the method provided in the personnel rules and regulations and as provided in subsection 14.

(b) Represent the public interests in the improvement of personnel administration in the city service.

(c) Advise the Commission, the City Manager, and the Personnel Director on problems concerning personnel administration.

(d) Advise and assist the Personnel Director in fostering the improvement of personnel standards in the city service.

(e) Make any investigation which it may consider desirable, concerning the administration of personnel in said departments and to review any personnel

action therein which may appear to be arbitrary, capricious or illegal, and make recommendations to the Personnel Director with respect thereto.

(f) Make such special reports, as it considers desirable to the Commission and to the City Manager concerning personnel administration and recommendations for improvement therein.

(14) Appeals to Board:

(a) Any employee holding a classified position to which this Article applies who for disciplinary reasons is dismissed, demoted, reclassified in job position, or suspended for a period in excess of three (3) regularly scheduled working days may appeal such disciplinary action to the City Manager and then to the Board in accordance with the procedure outlined herein and in the personnel rules and regulations; provided, however, that any employee who has received two such suspensions of three regularly scheduled working days within sixty (60) days, or three such suspensions within one hundred twenty (120) days, or four such suspensions within one hundred eighty (180) days, may appeal to the City Manager and the Board in the same manner as other appeals are allowed, the effective date of the last such suspension being the date from which the time within which all actions required to be taken under this Article shall be determined.

(b) Disciplinary action resulting in dismissal, demotion, reclassification in job position, or suspension for a period in excess of three regularly scheduled working days shall not become effective unless and until the Personnel Director, or other person legally authorized to take such disciplinary action, shall have, (a) served upon the employee a written "Order of Disciplinary Action" setting forth the action taken and specifying the grounds or reasons for the action and a statement of facts sufficient to enable such employee to understand the charge and make an explanation or prepare his defense; and (b) filed a copy of such order with the Board. Within five (5) calendar days of the effective date of any such "Order of Disciplinary Action" the aggrieved employee if he desires to appeal the action shall first file an administrative appeal to the City Manager setting forth his explanations and defenses to the charges so made, and the City Manager shall forthwith have an informal hearing in which both sides shall be given an opportunity to be heard. The City Manager shall make a written decision and shall file a copy of such decision with the Board. A notice of appeal from the decision of the City Manager must be filed in writing with the Board within ten (10) calendar days from the date such decision is filed with the Board, and a copy of such notice of appeal shall be served on the City Manager. A

copy of the explanations and defenses filed with the City Manager pursuant to the administrative appeal of the employee shall not be filed with the Board, nor shall the employee be entitled to file an answer or response of any nature to the "Order of Disciplinary Action" except that of "Not Guilty."

(c) The appeal shall be heard within thirty (30) days from the date of filing the notice thereof with the Board and the hearing shall be restricted to a consideration of the truth or falsity of the reasons or grounds contained in the written "Order of Disciplinary Action" and the sufficiency of said grounds and reasons to support the disciplinary action taken. At least five (5) calendar days written notice of the time and place of the hearing of the appeal shall be given to the parties in interest. At the hearing, the Board shall consider only the grounds and reasons contained in the "Order of Disciplinary Action" and shall only admit evidence which tends to prove the factual truth or falsity of the charges against the appellant and the hearing shall be as informal as is compatible with justice. The Board Chairman shall have the power to issue subpoenas to compel the attendance of witnesses and the production of books and documents in the same manner and under the same conditions as clerks of the circuit courts of this state. Any such subpoena shall be served by the sheriff or constable of any county in the same manner as other similar subpoenas are so served, or, if directed to persons within the municipal limits of Pompano Beach, Florida, they may be served by any policeman of the City of Pompano Beach, as the Chairman of the Board shall direct. Subpoenas shall be obeyed by the person or persons to whom directed in the same manner as subpoenas issued by a clerk of a circuit court within the State of Florida and the Board Chairman shall have the same powers to enforce compliance with such subpoenas by contempt proceedings or otherwise as judges of the circuit courts of this state. The Board Chairman shall also be empowered to administer oaths. The parties in interest may be represented by counsel.

(d) Immediately upon the completion of the hearing of the evidence on the charges, if the appellant desires to assert that the disciplinary action taken against him was taken discriminatorily, arbitrarily, capriciously, or falsely or for any political, religious or racial reason, he may do so by filing with the Board written affidavits supporting such assertions, which affidavits shall not be considered in determining the truth or falsity of the grounds and reasons contained in the "Order of Disciplinary Action" but may be considered only in mitigation of the disciplinary action taken. Counter-affidavits shall be allowed to be filed by the city to any

such affidavits filed by the appellant; copies of all affidavits shall be served upon the City Manager and the appellant.

(e) The Board shall, after due consideration, prepare and file a detailed finding of fact regarding the truth or falsity of the grounds or reasons contained in the "Order of Disciplinary Action," concluding with a judgment affirming, reversing or modifying the disciplinary action against the appellant, said finding of fact and judgment to be filed within ten (10) calendar days after the completion of the hearing, and copies thereof served on all parties in interest. If the Board finds that the grounds and reasons contained in the "Order of Disciplinary Action" are not true, or finds that said grounds and reasons are only partially true, or finds that there are mitigating circumstances warranting reduction of the severity of the disciplinary action, or finds for any good, sufficient, and reasonable cause that the disciplinary action should be modified, it shall also determine, in its discretion, the question of the back pay which the employee shall receive, if any pay has been lost or forfeited.

(f) Unless otherwise provided, the original and six (6) copies of any matter or thing required to be filed with the Board shall be filed with the Chairman of the Board, at his home or business address, or with such other person as is designated by the personnel rules and regulations to represent the Board. A matter or thing is considered filed or served when actually mailed or when delivered by hand and shall bear a certificate as to the date and manner of filing or serving.

(14.1) Administrative appeals:

There shall be provided in the personnel rules and regulations an administrative procedure for the consideration and disposition of grievances and disciplinary actions which are not appealable to the Board under the terms of this Article, with final action thereon to be vested solely in the City Manager.

(15) Appeal to courts:

Either the appellant or the city may seek judicial review of a decision of the Employees Board of Appeals by filing a petition for writ of certiorari in a court of competent jurisdiction within the time limit and according to the procedures established by the applicable Florida Rules of Civil or Appellate Procedure.

(16) Refusal of employee to testify:

If any employee hereunder shall wilfully refuse or fail to appear before this Board, or having appeared shall refuse to testify or answer any questions relating to the charges or specifications then before the Board regarding the conduct of any city employee, he shall forfeit his position and shall not be eligible for appointment to any position in the city service as provided in subsection 17.

(17) Disqualification for reappointment:

Any permanent employee hereunder who is dismissed for cause or who resigns while charges are pending shall be disqualified and ineligible for appointment to or employment in a position in the city service for a period of five years from such action.

(18) Penalties:

Any person who wilfully violates any provisions of this Article shall be guilty of a misdemeanor, and shall upon conviction be punished by a fine of not more than five hundred dollars or by imprisonment for a term not exceeding thirty days, or by both such fine and imprisonment.

(19) Amendments:

The Civil Service system, having been established by a referendum vote, cannot be abolished or substantially changed or modified except upon approval by a referendum vote, except that notwithstanding the provisions of Section 261 of this Charter, all or part of the provisions of Section 53 of this Charter relating to the Employees' Board of Appeals may be amended, supplemented, replaced or superseded by ordinance established by the City Commission, provided that any procedure providing for a post-disciplinary evidentiary hearing for Civil Service employees shall meet the requirements of due process, including an impartial finder of fact, pursuant to applicable law.

(Special Acts, Ch. 59-1763, § 4; Ch. 61-2712, § 14; Ch. 63-1826, §§ 7, 8; Ch. 67-1949, § 10; Ref. of 3-9-76; Ord. No. 86-32, § 2, Am'd. No. 2, 1-14-86, Ratified 3-11-86; Am. Ord. 88-28, passed 1-19-88, Ref. of 3-8-88; Am. Ord. 90-64, passed 9-4-90, Ref. of 11-6-90; Am. Ord. 90-65, passed 9-4-90, Ref. of 11-6-90)

Editor's note:

Section 14 of Ch. 61-2712, ratified by the electors Aug. 15, 1961, amended subsection (9) of § 53, Ch. 57-1754, previously established by § 4 of Ch. 59-1763, to read as set out. Section 7 of Ch. 63-1826, filed with the Secretary of State on June 18, 1963, amended subsections (3), (7), (12) and (14) of the same section, to read as set out, and

§ 8 of said Act added subsection (14.1). The editors renumbered the subsections of (14) to conform to the format of the Code. Ch. 67-1949, § 10, amended subparagraph (1), subsections (b) and (c) of § 53 of Ch. 57-1754, by adding the exception as to patrolmen.

Sec. 54. PENSION AND RETIREMENT PLANS.

The pension or retirement plans established and in force and effect on January 1, 1974, may not be abolished nor the benefits thereunder reduced.

(Res. No. 74-109, § 1, Am'd. No. 1, 1-15-74)

Editor's note:

Section 4 of Ch. 59-1763 approved by the electors April 14, 1959, repealed Art. X, §§ 53 and 54 of Ch. 57-1754 and substituted in lieu thereof a new Art. X containing section 53 as hereinabove set out. Res. No. 74-109, ratified on Feb. 19, 1974, added section 54.

ARTICLE XI: MUNICIPAL COURT AND CITY ATTORNEY

Secs. 55. - 61. (RESERVED).

Editor's note:

Former Sections 55-61, 64, 64.1, which pertained to the municipal court, have been deleted pursuant to Art. V, § 20(d) (4) of the Constitution of the State of Florida, which provides for the abolishment of all municipal courts effective January 3, 1977. Said deleted sections had been derived from Special Acts, Ch. 59-1763, §§ 5-7; Ch. 61-2712, § 15; Ch. 63-1826, §§ 9, 10; Ch. 65-2141, § 6; Ch. 67-1949, §§ 11, 12, and Ord. No. 75-46, § 1, and adopted April 8, 1975.

Sec. 62. CITY ATTORNEY; APPOINTMENT AND QUALIFICATIONS.

The City Commission shall appoint a City Attorney who and such assistant attorneys as may be necessary, shall act as the legal advisor to, and attorney and counselor for, the municipality and all of its officers in matters relating to their official duties. He shall be a lawyer of at least two (2) years experience and practice in the Court of the State of Florida. He shall prepare all contracts, bonds, leases and other instruments in writing in which the municipality is concerned, and shall endorse on each his approval of the

(24) When his position requires the operation of a motor vehicle in the performance of his duties, has lost his driver's license and driving privileges by due process of law.

(B) Nothing contained above, however, shall interfere with the right and duty of the City Commission or the City Manager or department head in accordance with the Charter to file charges against any employee on any grounds which they consider justifiable. ('58 Code, § 11.98.4) (Ord. 69-85, passed 9-9-69; Am. Ord. 74-67, passed 7-2-74; Am. Ord. 85-80, passed 9-10-85)

§ 34.147 DEMOTION.

When a regular employee becomes physically or mentally incapacitated for the performance of the duties of his position, he may on request from the City Manager, or on his own initiative with the approval of the Personnel Director and the City Manager, be given status to and appointed to a position, the duties of which he is able to perform, which carries a lower classification or compensation, provided an opening is available. ('58 Code, § 11.98.5) (Ord. 69-85, passed 9-9-69)

§ 34.148 ELECTION OF EMPLOYEE REPRESENTATIVE TO EMPLOYEES' BOARD OF APPEALS.

(A) Nominations. The selection of the members to be recommended by the classified city employees to the City Commission for appointment to the Employees' Board of Appeals shall be made in the following manner.

(1) Not less than 30 days before the expiration of the term of an employee's representative, or immediately upon the resignation of an employee's representative, the Personnel Director shall notify all employees in the classified service that he will receive names for a period of seven days from the following named departments, or group of departments, for a representative or representatives as indicated, to serve as a seven-member nomination committee to select three candidates for the appointment to be filled.

(a) Two from administration. Includes all employees working in city hall plus library and golf course employees.

(b) Two from the Police Department, including Court.

(c) One from the Fire Department.

(d) One from the Public Works Department.

(e) One from the Recreation, Water and Sewers Departments.

(2) The permanent employees of each of the departments, or groups of departments, listed above shall have the right to name any other permanent employee of the department or departments as a member of the nominating committee. At the expiration of seven days from the notification, the above groups shall certify to the Personnel Director the name or names of the persons to serve on the nominating committee. The committee so selected shall, on notice of the Personnel Director, meet to nominate three candidates for the appointment to be filled. ('58 Code, § 11.99)

(B) Election. The Personnel Director shall then prepare appropriate ballots containing the names so nominated by the committee for vote by the eligible employees. The vote shall be a secret ballot. Upon tabulation of the vote by the employees, the Personnel Director shall certify to the City Commission for appointment to the Employees' Board of Appeals, the person receiving the highest number of votes. ('58 Code, § 11.99.1) (Ord. 69-85, passed 9-9-69)

§ 34.148.1 EMPLOYEES BOARD OF APPEALS; CANONS OF CONDUCT.

Members of the Employees Board of Appeals shall, in addition to any and all requirements of law applicable to members of municipal boards, be bound by the following canons of conduct.

(A) Canon 1. A board member should uphold the integrity and independence of the Employees Board of Appeals. An independent and honorable Board is indispensable for maintaining the integrity of the civil service merit system. A board member should participate in establishing, maintaining and enforcing and should himself or herself observe high standards of conduct so that the integrity and independence of the civil service merit system may be preserved. The provisions of these canons should be construed and applied to further that objective.

(B) Canon 2. A board member should avoid impropriety and the appearance of impropriety in all of his or her board activities.

(1) A board member should respect and comply with the law and the provisions of the City Code and should conduct himself or herself in a manner that promotes confidence in the integrity and impartiality of the Employees Board of Appeals.

(2) A board member should not allow his or her personal relationships to influence his or her conduct or judgment while acting in his or her official capacity as a board member. A board member should not lend the prestige of his or her position to advance the private interests of others, nor should a board member convey or authorize others to convey the impression that they are in a special position to influence the board member. A board member should not testify voluntarily as a character witness for any city employee in any disciplinary proceeding.

(C) Canon 3. A board member should perform the duties of the Employees Board of Appeals impartially and diligently.

(1) A board member should be faithful to the law and should be unswayed by partisan interests, public clamor or fear of criticism.

(2) A board member should maintain order and decorum in proceedings before him or her.

(3) A board member should be patient, dignified and courteous to parties, witnesses, lawyers and others with whom he or she deals in his or her official capacity.

(4) A board member should accord to every person who is legally interested in a proceeding, or his or her lawyer, full right to be heard according to the law and the procedures of the Employees Board of Appeals. A board member shall not communicate with any person whatsoever regarding a pending disciplinary action unless such communication occurs in a meeting which complies with all provisions of F.S. Ch. 286.011, commonly referred to as the Sunshine Law; provided, however, that a board member may obtain the advice of the Board's legal counsel on the law, admissibility of evidence, procedures or other related items which are applicable to a proceeding before the Board.

(5) The Board should dispose promptly of the business of the Board.

(D) Canon 4.

(1) A board member should disqualify himself or herself in a proceeding in which his or her impartiality might be reasonably questioned, including but not limited to, instances where:

(a) He or she has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding;

(b) A board member served as a lawyer in the matter in controversy, or a lawyer with whom he or she previously practiced law served during such association, or the board member or such lawyer has been a material witness concerning it;

(c) The board member knows that he or she individually or as a fiduciary, or his or her spouse or minor child residing in his or her household, has a financial interest in the subject matter in controversy or in a party to the proceeding, or any other interest that could be substantially affected by the outcome of the proceedings; or

(d) He or she, or his or her spouse, or a person within the third degree of relationship to either of them, or the spouse of such person, is a party to the proceeding, or an officer, director or trustee of a party; is acting as a lawyer in the proceeding; is known by the board member to have an interest that could be substantially affected by the outcome of the proceedings; or is to the board member's knowledge likely to be a material witness in the proceeding.

(2) For the purposes of this section:

(a) The degree of relationship is calculated according to the civil law system;

(b) Fiduciary includes such relationships as executor, administrator, trustee and guardian; and

(c) Financial interest means ownership of a legal or equitable interest, however small, or a relationship as a director, advisor or other active participant in the affairs of a party, except that, ownership in a mutual or common investment fund that holds securities is not a financial interest in such securities unless the board member participates in the management of the fund; an office in an educational, religious, charitable, fraternal or civic organization is not a financial interest in securities held by the organization; the proprietary interest of a policyholder in a mutual insurance company, or a depositor in a mutual savings association, or a similar proprietary interest, is a financial interest in the

organization only if the outcome of the proceeding could substantially affect the value of the interest; and ownership of government securities and a financial interest in the insurer only if the outcome of the proceeding should substantially affect the value of the security.

(3) If the disqualified board member holds his or her position by appointment, the appointing power may appoint a substitute to serve in the matter from which the individual is disqualified. If the board member is an employee representative, an emergency election pursuant to the requirements of § 138.148 of this chapter may be held to appoint an alternate member. However, if a quorum remains after the individual is disqualified, it shall not be necessary to appoint a substitute to serve in the matter from which the individual is disqualified and such decision shall be made solely by the City Commission.

(a) The time periods for holding a hearing shall be adjusted to allow a decision as to whether an alternate should be appointed and to allow such appointment to be made if the City Commission so determines.

(b) Any board action taken by a duly appointed substitute for a disqualified board member shall be as conclusive and effective as if the board action had been taken by the agency as it was constituted prior to any substitution.

(E) Canon 5. A board member should regulate his or her extra-board activities to minimize the risk of conflict with his or her official board duties.

(F) Violations of the canons set forth in this section may subject a board member to removal as set forth in the City Charter.
(Ord. 91-38, passed 3-5-91)

§ 34.149 DEPARTMENT RULES AND REGULATIONS.

All departmental rules and regulations must be approved by the City Manager. Should there be a conflict between this subchapter and the administrative rules of any department, the provisions of this subchapter shall govern. All departmental rules and regulations as presently constituted or hereinafter adopted, which are not in conflict with this subchapter, shall be in effect.
(‘58 Code, §§ 11.100 through 11.100.2) (Ord. 69-85, passed 9-9-69)

§ 34.150 CHANGES TO PERSONNEL RULES AND REGULATIONS.

(A) Any changes to the personnel rules and regulations must be accomplished by the City Commission by ordinance, and the exceptions to the enforcement of these rules may be accomplished by the City Commission by resolution. (‘58 Code, § 11.101) (Ord. 70-12, passed 12-16-69)

(B) The City Clerk is required to notify all city employees of any proposed change to the personnel rules at least seven days prior to the time the change is submitted to the City Commission for formal action. To accomplish this notification the City Clerk shall furnish copies of the proposed change to all department heads who will post copies of the proposed change in each city building.
(‘58 Code, § 11.102) (Ord. 77-9, passed 12-21-76)
(Ord. 69-85, passed 9-9-69)

§ 34.151 CONFLICT WITH COLLECTIVE BARGAINING AGREEMENT.

Should there be a conflict between the provisions of any personnel rule or regulation contained in this Chapter and the provisions of any collective bargaining agreement in effect, the provisions of such collective bargaining agreement shall prevail and be applied to those persons subject to such agreement.
(Ord. 90-61, passed 7-31-90)

MONEY PURCHASE RETIREMENT PLAN

§ 34.200 MONEY PURCHASE PLAN AND TRUST.

(A) The city shall establish a money purchase plan and trust as provided for under Section 401(A) of the Internal Revenue Code for the benefit of persons in the following positions who are not employees as defined in § 34.010:

- (1) Director of Planning and Growth Management
- (2) Assistant City Manager
- (3) Assistant to City Manager
- (4) Budget Officer

ARTICLE VII: FIRE DEPARTMENT**Sec. 45. FIRE DEPARTMENT.****Editor's note:**

Pursuant to the Municipal Home Rule Powers Act, the substantive provisions of Art. VII, section 45, have been transferred to § 32.50 of the Code of Ordinances.

**ARTICLE VIII:
DEPARTMENT OF PUBLIC WORKS****Secs. 46.-51. (RESERVED).****Editor's note:**

Pursuant to the Municipal Home Rule Powers Act, the substantive provisions of Art. VIII, sections 46-49, 51, have been transferred to §§ 32.10 through 32.14 of the Code of Ordinances. Sections 32.13 and 32.14 of the Code of Ordinances were subsequently deleted.

**ARTICLE VIII A:
DEPARTMENT OF ENGINEERING****Sec. 51.1. DEPARTMENT OF ENGINEERING.****Editor's note:**

Pursuant to the Municipal Home Rule Powers Act, the provisions of Art. VIII A, section 51.1, have been transferred to § 32.30 of the Code of Ordinances.

ARTICLE IX: BUILDING DEPARTMENT**Sec. 52. BUILDING DEPARTMENT.****Editor's note:**

Pursuant to the Municipal Home Rule Powers Act, the provisions of Art. IX, section 52, have been transferred to § 152.02 of the Code of Ordinances.

ARTICLE X: DEPARTMENT OF PERSONNEL**Sec. 53. CIVIL SERVICE MERIT SYSTEM.****(1) Reserved.****Editor's note:**

Amendment No. 4 of Ord. No. 73-10, enacted Jan. 3, 1973, repealed former subsection (1), "Definitions."

(2) System established:

There is hereby established for the City of Pompano Beach a system of personnel administration, based on merit principles and scientific methods governing the appointment, promotion, lay-off, suspension, removal and discipline of certain of its officers and employees and other incidents of city employment. To carry out this system there shall be a Department of Personnel and an Appellate Board to review such personnel actions.

(3) Personnel policy and rules:

(a) It is hereby declared the personnel policy of the city that employment in the city government shall be based on merit and fitness, free of personal and political considerations; that just and equitable incentives and conditions of employment shall be established and maintained to promote efficiency and economy in the operation of city government; that positions having similar duties and responsibilities shall be classified and compensated on a uniform basis; that appointments, promotions and other actions requiring the application of the merit principle shall be made according to merit and fitness to be ascertained, so far as practicable, by competitive examinations; that high morale shall be maintained by fair administration and by every consideration of the rights and interests of employees consistent with the best interests of the public and the city; and that tenure of employees covered by this Article shall be subject to good behavior, the satisfactory performance of work, necessity for the performance of work, and availability of funds.

(b) The City Commission, by ordinance, shall adopt personnel rules and regulations to effectuate the purposes and intent of this Article; provided, however, that any existing personnel rules or regulations adopted otherwise than by ordinance and existing on April 1, 1963, shall remain in full force and effect, to the extent not inconsistent with this Article, until readopted by ordinance as provided for herein. Any personnel rules and

regulations may also include rules of procedure for the conduct of appeal hearings, including rules of evidence.

(4) Classified and exempt service:

The classified service to which this law shall apply shall comprise all positions in the city government now existing or hereafter established, except the following:

(a) The City Commissioners and other elected officials and persons appointed to fill vacancies in elective offices.

(b) The City Manager and/or Acting City Manager.

(c) The Municipal Judge and Assistant Municipal Judge.

(d) The City Attorney and Assistant City Attorneys.

(e) The City Clerk.

(f) Members of boards, commissions or committees and other persons appointed by the City Commission.

(g) Intermittent or temporary and probationary employees.

(h) Consultants, counsel, architects, auditors and the like rendering temporary specialized technical and professional services for pay.

(i) The Internal Auditor as provided in Section 30.

(5) Status of present officers and employees:

When this Article becomes effective, all persons then holding positions hereunder:

(a) Shall have permanent status if they have held their present positions for at least six months immediately preceding the effective date of this Act; or,

(b) Shall have a probationary period of six months before acquiring permanent status if they have held their positions for less than six months immediately preceding the effective date of this Act.

(6) Personnel Director - administration:

The personnel program established by this Article shall be administered by the Personnel Director. The Personnel Director shall be a person who has had experience in the field of personnel administration and is familiar with its principles and methods, and who is in sympathy with the application of merit principles and scientific methods of public employment. The Personnel Director shall perform the duties required by the Personnel Rules and Regulations and such other duties as the City Manager may direct.

(7) Employees' Board of Appeals - Creation:

There shall be an Employee's Board of Appeals consisting of five (5) members with the powers, duties and qualifications hereinafter enumerated.

(8) Employees' Board of Appeals - Qualifications:

The members of the Board shall be qualified electors of the city, and shall be in sympathy with the application of merit principles to public employment. No member of the Board shall be a member of any local, state or national committee of a political party, or an officer or a member of a committee in any partisan political club or organization, or shall hold or be a candidate for any elective public office. No person shall be eligible to be a member of the Board who is a city employee or official, or who is serving the city upon an advisory board or in any capacity except as a member of the Board, nor shall the husband or wife or relative of such person be eligible for membership.

(9) Employees' Board of Appeals - Appointment:

The Board shall consist of five (5) members, two of whom shall be appointed by the City Commission, two of whom shall be appointed by the regular city employees, and the fifth of whom shall be appointed by the City Manager. Each member shall be appointed for a full six (6) years except that of the members first appointed, the two recommended by the regular city employees shall serve for four (4) years and the one recommended by the City Manager shall be appointed to serve for two years, but the provisions of this section shall not effect the terms of any member of the Board at the time of its adoption. All members of the Board shall file with the City Clerk an oath to support and defend the Constitution of the United States and of the State of Florida, and to faithfully perform the duties of the office. Such board shall elect one of its members to serve as chairman for a two (2) year term.

(10) Same - Removal of Members:

A member of the Board shall be removable by the Commission only for cause, after being given a copy of charges against him and an opportunity to be heard publicly on such charges before the Commission. A copy of the charges and a transcript of the record of the hearing shall be filed with the City Clerk.

(11) Same - Compensation; reimbursement for expenses:

Members of the Board shall serve thereon without recompense, unless otherwise provided by the Commission. They shall be entitled to reimbursement for necessary expenses. The necessary secretarial help and financial assistance will be furnished by the city.

(12) Same - "Hearings"; quorum:

The Board shall meet at such times and places as shall be specified by call of the Chairman of the Board or a majority of the Board members. All hearings shall be open to the public. Notice of such hearing shall be given in writing to each member by the Personnel Director. Three members shall constitute a quorum for the transaction of business.

(13) Same - Duties.

It shall be the duty of the Board and it shall have the power to:

(a) Hear appeals of any permanent employee hereunder in the method provided in the personnel rules and regulations and as provided in subsection 14.

(b) Represent the public interests in the improvement of personnel administration in the city service.

(c) Advise the Commission, the City Manager, and the Personnel Director on problems concerning personnel administration.

(d) Advise and assist the Personnel Director in fostering the improvement of personnel standards in the city service.

(e) Make any investigation which it may consider desirable, concerning the administration of personnel in said departments and to review any personnel

action therein which may appear to be arbitrary, capricious or illegal, and make recommendations to the Personnel Director with respect thereto.

(f) Make such special reports, as it considers desirable to the Commission and to the City Manager concerning personnel administration and recommendations for improvement therein.

(14) Appeals to Board:

(a) Any employee holding a classified position to which this Article applies who for disciplinary reasons is dismissed, demoted, reclassified in job position, or suspended for a period in excess of three (3) regularly scheduled working days may appeal such disciplinary action to the City Manager and then to the Board in accordance with the procedure outlined herein and in the personnel rules and regulations; provided, however, than any employee who has received two such suspensions of three regularly scheduled working days within sixty (60) days, or three such suspensions within one hundred twenty (120) days, or four such suspensions within one hundred eighty (180) days, may appeal to the City Manager and the Board in the same manner as other appeals are allowed, the effective date of the last such suspension being the date from which the time within which all actions required to be taken under this Article shall be determined.

(b) Disciplinary action resulting in dismissal, demotion, reclassification in job position, or suspension for a period in excess of three regularly scheduled working days shall not become effective unless and until the Personnel Director, or other person legally authorized to take such disciplinary action, shall have, (a) served upon the employee a written "Order of Disciplinary Action" setting forth the action taken and specifying the grounds or reasons for the action and a statement of facts sufficient to enable such employee to understand the charge and make an explanation or prepare his defense; and (b) filed a copy of such order with the Board. Within five (5) calendar days of the effective date of any such "Order of Disciplinary Action" the aggrieved employee if he desires to appeal the action shall first file an administrative appeal to the City Manager setting forth his explanations and defenses to the charges so made, and the City Manager shall forthwith have an informal hearing in which both sides shall be given an opportunity to be heard. The City Manager shall make a written decision and shall file a copy of such decision with the Board. A notice of appeal from the decision of the City Manager must be filed in writing with the Board within ten (10) calendar days from the date such decision is filed with the Board, and a copy of such notice of appeal shall be served on the City Manager. A

copy of the explanations and defenses filed with the City Manager pursuant to the administrative appeal of the employee shall not be filed with the Board, nor shall the employee be entitled to file an answer or response of any nature to the "Order of Disciplinary Action" except that of "Not Guilty."

(c) The appeal shall be heard within thirty (30) days from the date of filing the notice thereof with the Board and the hearing shall be restricted to a consideration of the truth or falsity of the reasons or grounds contained in the written "Order of Disciplinary Action" and the sufficiency of said grounds and reasons to support the disciplinary action taken. At least five (5) calendar days written notice of the time and place of the hearing of the appeal shall be given to the parties in interest. At the hearing, the Board shall consider only the grounds and reasons contained in the "Order of Disciplinary Action" and shall only admit evidence which tends to prove the factual truth or falsity of the charges against the appellant and the hearing shall be as informal as is compatible with justice. The Board Chairman shall have the power to issue subpoenas to compel the attendance of witnesses and the production of books and documents in the same manner and under the same conditions as clerks of the circuit courts of this state. Any such subpoena shall be served by the sheriff or constable of any county in the same manner as other similar subpoenas are so served, or, if directed to persons within the municipal limits of Pompano Beach, Florida, they may be served by any policeman of the City of Pompano Beach, as the Chairman of the Board shall direct. Subpoenas shall be obeyed by the person or persons to whom directed in the same manner as subpoenas issued by a clerk of a circuit court within the State of Florida and the Board Chairman shall have the same powers to enforce compliance with such subpoenas by contempt proceedings or otherwise as judges of the circuit courts of this state. The Board Chairman shall also be empowered to administer oaths. The parties in interest may be represented by counsel.

(d) Immediately upon the completion of the hearing of the evidence on the charges, if the appellant desires to assert that the disciplinary action taken against him was taken discriminatorily, arbitrarily, capriciously, or falsely or for any political, religious or racial reason, he may do so by filing with the Board written affidavits supporting such assertions, which affidavits shall not be considered in determining the truth or falsity of the grounds and reasons contained in the "Order of Disciplinary Action" but may be considered only in mitigation of the disciplinary action taken. Counter-affidavits shall be allowed to be filed by the city to any

such affidavits filed by the appellant; copies of all affidavits shall be served upon the City Manager and the appellant.

(e) The Board shall, after due consideration, prepare and file a detailed finding of fact regarding the truth or falsity of the grounds or reasons contained in the "Order of Disciplinary Action," concluding with a judgment affirming, reversing or modifying the disciplinary action against the appellant, said finding of fact and judgment to be filed within ten (10) calendar days after the completion of the hearing, and copies thereof served on all parties in interest. If the Board finds that the grounds and reasons contained in the "Order of Disciplinary Action" are not true, or finds that said grounds and reasons are only partially true, or finds that there are mitigating circumstances warranting reduction of the severity of the disciplinary action, or finds for any good, sufficient, and reasonable cause that the disciplinary action should be modified, it shall also determine, in its discretion, the question of the back pay which the employee shall receive, if any pay has been lost or forfeited.

(f) Unless otherwise provided, the original and six (6) copies of any matter or thing required to be filed with the Board shall be filed with the Chairman of the Board, at his home or business address, or with such other person as is designated by the personnel rules and regulations to represent the Board. A matter or thing is considered filed or served when actually mailed or when delivered by hand and shall bear a certificate as to the date and manner of filing or serving.

(14.1) Administrative appeals:

There shall be provided in the personnel rules and regulations an administrative procedure for the consideration and disposition of grievances and disciplinary actions which are not appealable to the Board under the terms of this Article, with final action thereon to be vested solely in the City Manager.

(15) Appeal to courts:

Either the appellant or the city may seek judicial review of a decision of the Employees Board of Appeals by filing a petition for writ of certiorari in a court of competent jurisdiction within the time limit and according to the procedures established by the applicable Florida Rules of Civil or Appellate Procedure.

(16) Refusal of employee to testify:

If any employee hereunder shall wilfully refuse or fail to appear before this Board, or having appeared shall refuse to testify or answer any questions relating to the charges or specifications then before the Board regarding the conduct of any city employee, he shall forfeit his position and shall not be eligible for appointment to any position in the city service as provided in subsection 17.

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Any permanent employee hereunder who is dismissed for cause or who resigns while charges are pending shall be disqualified and ineligible for appointment to or employment in a position in the city service for a period of five years from such action.

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Any person who wilfully violates any provisions of this Article shall be guilty of a misdemeanor, and shall upon conviction be punished by a fine of not more than five hundred dollars or by imprisonment for a term not exceeding thirty days, or by both such fine and imprisonment.

(19) Amendments:

The Civil Service system, having been established by a referendum vote, cannot be abolished or substantially changed or modified except upon approval by a referendum vote, except that notwithstanding the provisions of Section 261 of this Charter, all or part of the provisions of Section 53 of this Charter relating to the Employees' Board of Appeals may be amended, supplemented, replaced or superseded by ordinance established by the City Commission, provided that any procedure providing for a post-disciplinary evidentiary hearing for Civil Service employees shall meet the requirements of due process, including an impartial finder of fact, pursuant to applicable law.

(Special Acts, Ch. 59-1763, § 4; Ch. 61-2712, § 14; Ch. 63-1826, §§ 7, 8; Ch. 67-1949, § 10; Ref. of 3-9-76; Ord. No. 86-32, § 2, Am'd. No. 2, 1-14-86, Ratified 3-11-86; Am. Ord. 88-28, passed 1-19-88, Ref. of 3-8-88; Am. Ord. 90-64, passed 9-4-90, Ref. of 11-6-90; Am. Ord. 90-65, passed 9-4-90, Ref. of 11-6-90)

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Section 14 of Ch. 61-2712, ratified by the electors Aug. 15, 1961, amended subsection (9) of § 53, Ch. 57-1754, previously established by § 4 of Ch. 59-1763, to read as set out. Section 7 of Ch. 63-1826, filed with the Secretary of State on June 18, 1963, amended subsections (3), (7), (12) and (14) of the same section, to read as set out, and

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(Res. No. 74-109, § 1, Am'd. No. 1, 1-15-74)

Editor's note:

Section 4 of Ch. 59-1763 approved by the electors April 14, 1959, repealed Art. X, §§ 53 and 54 of Ch. 57-1754 and substituted in lieu thereof a new Art. X containing section 53 as hereinabove set out. Res. No. 74-109, ratified on Feb. 19, 1974, added section 54.

ARTICLE XI: MUNICIPAL COURT AND CITY ATTORNEY

Secs. 55. - 61. (RESERVED).

Editor's note:

Former Sections 55-61, 64, 64.1, which pertained to the municipal court, have been deleted pursuant to Art. V, § 20(d) (4) of the Constitution of the State of Florida, which provides for the abolishment of all municipal courts effective January 3, 1977. Said deleted sections had been derived from Special Acts, Ch. 59-1763, §§ 5-7; Ch. 61-2712, § 15; Ch. 63-1826, §§ 9, 10; Ch. 65-2141, § 6; Ch. 67-1949, §§ 11, 12, and Ord. No. 75-46, § 1, and adopted April 8, 1975.

Sec. 62. CITY ATTORNEY; APPOINTMENT AND QUALIFICATIONS.

The City Commission shall appoint a City Attorney who and such assistant attorneys as may be necessary, shall act as the legal advisor to, and attorney and counselor for, the municipality and all of its officers in matters relating to their official duties. He shall be a lawyer of at least two (2) years experience and practice in the Court of the State of Florida. He shall prepare all contracts, bonds, leases and other instruments in writing in which the municipality is concerned, and shall endorse on each his approval of the

(24) When his position requires the operation of a motor vehicle in the performance of his duties, has lost his driver's license and driving privileges by due process of law.

(B) Nothing contained above, however, shall interfere with the right and duty of the City Commission or the City Manager or department head in accordance with the Charter to file charges against any employee on any grounds which they consider justifiable.

('58 Code, § 11.98.4) (Ord. 69-85, passed 9-9-69; Am. Ord. 74-67, passed 7-2-74; Am. Ord. 85-80, passed 9-10-85)

§ 34.147 DEMOTION.

When a regular employee becomes physically or mentally incapacitated for the performance of the duties of his position, he may on request from the City Manager, or on his own initiative with the approval of the Personnel Director and the City Manager, be given status to and appointed to a position, the duties of which he is able to perform, which carries a lower classification or compensation, provided an opening is available.

('58 Code, § 11.98.5) (Ord. 69-85, passed 9-9-69)

§ 34.148 ELECTION OF EMPLOYEE REPRESENTATIVE TO EMPLOYEES' BOARD OF APPEALS.

(A) Nominations. The selection of the members to be recommended by the classified city employees to the City Commission for appointment to the Employees' Board of Appeals shall be made in the following manner.

(1) Not less than 30 days before the expiration of the term of an employee's representative, or immediately upon the resignation of an employee's representative, the Personnel Director shall notify all employees in the classified service that he will receive names for a period of seven days from the following named departments, or group of departments, for a representative or representatives as indicated, to serve as a seven-member nomination committee to select three candidates for the appointment to be filled.

(a) Two from administration. Includes all employees working in city hall plus library and golf course employees.

(b) Two from the Police Department, including Court.

(c) One from the Fire Department.

(d) One from the Public Works Department.

(e) One from the Recreation, Water and Sewers Departments.

(2) The permanent employees of each of the departments, or groups of departments, listed above shall have the right to name any other permanent employee of the department or departments as a member of the nominating committee. At the expiration of seven days from the notification, the above groups shall certify to the Personnel Director the name or names of the persons to serve on the nominating committee. The committee so selected shall, on notice of the Personnel Director, meet to nominate three candidates for the appointment to be filled. ('58 Code, § 11.99)

(B) Election. The Personnel Director shall then prepare appropriate ballots containing the names so nominated by the committee for vote by the eligible employees. The vote shall be a secret ballot. Upon tabulation of the vote by the employees, the Personnel Director shall certify to the City Commission for appointment to the Employees' Board of Appeals, the person receiving the highest number of votes. ('58 Code, § 11.99.1)

(Ord. 69-85, passed 9-9-69)

§ 34.148.1 EMPLOYEES BOARD OF APPEALS; CANONS OF CONDUCT.

Members of the Employees Board of Appeals shall, in addition to any and all requirements of law applicable to members of municipal boards, be bound by the following canons of conduct.

(A) Canon 1. A board member should uphold the integrity and independence of the Employees Board of Appeals. An independent and honorable Board is indispensable for maintaining the integrity of the civil service merit system. A board member should participate in establishing, maintaining and enforcing and should himself or herself observe high standards of conduct so that the integrity and independence of the civil service merit system may be preserved. The provisions of these canons should be construed and applied to further that objective.

(B) Canon 2. A board member should avoid impropriety and the appearance of impropriety in all of his or her board activities.

(1) A board member should respect and comply with the law and the provisions of the City Code and should conduct himself or herself in a manner that promotes confidence in the integrity and impartiality of the Employees Board of Appeals.

(2) A board member should not allow his or her personal relationships to influence his or her conduct or judgment while acting in his or her official capacity as a board member. A board member should not lend the prestige of his or her position to advance the private interests of others, nor should a board member convey or authorize others to convey the impression that they are in a special position to influence the board member. A board member should not testify voluntarily as a character witness for any city employee in any disciplinary proceeding.

(C) Canon 3. A board member should perform the duties of the Employees Board of Appeals impartially and diligently.

(1) A board member should be faithful to the law and should be unswayed by partisan interests, public clamor or fear of criticism.

(2) A board member should maintain order and decorum in proceedings before him or her.

(3) A board member should be patient, dignified and courteous to parties, witnesses, lawyers and others with whom he or she deals in his or her official capacity.

(4) A board member should accord to every person who is legally interested in a proceeding, or his or her lawyer, full right to be heard according to the law and the procedures of the Employees Board of Appeals. A board member shall not communicate with any person whatsoever regarding a pending disciplinary action unless such communication occurs in a meeting which complies with all provisions of F.S. Ch. 286.011, commonly referred to as the Sunshine Law; provided, however, that a board member may obtain the advice of the Board's legal counsel on the law, admissibility of evidence, procedures or other related items which are applicable to a proceeding before the Board.

(5) The Board should dispose promptly of the business of the Board.

(D) Canon 4.

(1) A board member should disqualify himself or herself in a proceeding in which his or her impartiality might be reasonably questioned, including but not limited to, instances where:

(a) He or she has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding;

(b) A board member served as a lawyer in the matter in controversy, or a lawyer with whom he or she previously practiced law served during such association, or the board member or such lawyer has been a material witness concerning it;

(c) The board member knows that he or she individually or as a fiduciary, or his or her spouse or minor child residing in his or her household, has a financial interest in the subject matter in controversy or in a party to the proceeding, or any other interest that could be substantially affected by the outcome of the proceedings; or

(d) He or she, or his or her spouse, or a person within the third degree of relationship to either of them, or the spouse of such person, is a party to the proceeding, or an officer, director or trustee of a party; is acting as a lawyer in the proceeding; is known by the board member to have an interest that could be substantially affected by the outcome of the proceedings; or is to the board member's knowledge likely to be a material witness in the proceeding.

(2) For the purposes of this section:

(a) The degree of relationship is calculated according to the civil law system;

(b) Fiduciary includes such relationships as executor, administrator, trustee and guardian; and

(c) Financial interest means ownership of a legal or equitable interest, however small, or a relationship as a director, advisor or other active participant in the affairs of a party, except that, ownership in a mutual or common investment fund that holds securities is not a financial interest in such securities unless the board member participates in the management of the fund; an office in an educational, religious, charitable, fraternal or civic organization is not a financial interest in securities held by the organization; the proprietary interest of a policyholder in a mutual insurance company, or a depositor in a mutual savings association, or a similar proprietary interest, is a financial interest in the

organization only if the outcome of the proceeding could substantially affect the value of the interest; and ownership of government securities and a financial interest in the insurer only if the outcome of the proceeding should substantially affect the value of the security.

(3) If the disqualified board member holds his or her position by appointment, the appointing power may appoint a substitute to serve in the matter from which the individual is disqualified. If the board member is an employee representative, an emergency election pursuant to the requirements of § 138.148 of this chapter may be held to appoint an alternate member. However, if a quorum remains after the individual is disqualified, it shall not be necessary to appoint a substitute to serve in the matter from which the individual is disqualified and such decision shall be made solely by the City Commission.

(a) The time periods for holding a hearing shall be adjusted to allow a decision as to whether an alternate should be appointed and to allow such appointment to be made if the City Commission so determines.

(b) Any board action taken by a duly appointed substitute for a disqualified board member shall be as conclusive and effective as if the board action had been taken by the agency as it was constituted prior to any substitution.

(E) Canon 5. A board member should regulate his or her extra-board activities to minimize the risk of conflict with his or her official board duties.

(F) Violations of the canons set forth in this section may subject a board member to removal as set forth in the City Charter.
(Ord. 91-38, passed 3-5-91)

§ 34.149 DEPARTMENT RULES AND REGULATIONS.

All departmental rules and regulations must be approved by the City Manager. Should there be a conflict between this subchapter and the administrative rules of any department, the provisions of this subchapter shall govern. All departmental rules and regulations as presently constituted or hereinafter adopted, which are not in conflict with this subchapter, shall be in effect.
(‘58 Code, §§ 11.100 through 11.100.2) (Ord. 69-85, passed 9-9-69)

§ 34.150 CHANGES TO PERSONNEL RULES AND REGULATIONS.

(A) Any changes to the personnel rules and regulations must be accomplished by the City Commission by ordinance, and the exceptions to the enforcement of these rules may be accomplished by the City Commission by resolution. (‘58 Code, § 11.101) (Ord. 70-12, passed 12-16-69)

(B) The City Clerk is required to notify all city employees of any proposed change to the personnel rules at least seven days prior to the time the change is submitted to the City Commission for formal action. To accomplish this notification the City Clerk shall furnish copies of the proposed change to all department heads who will post copies of the proposed change in each city building.
(‘58 Code, § 11.102) (Ord. 77-9, passed 12-21-76)
(Ord. 69-85, passed 9-9-69)

§ 34.151 CONFLICT WITH COLLECTIVE BARGAINING AGREEMENT.

Should there be a conflict between the provisions of any personnel rule or regulation contained in this Chapter and the provisions of any collective bargaining agreement in effect, the provisions of such collective bargaining agreement shall prevail and be applied to those persons subject to such agreement.
(Ord. 90-61, passed 7-31-90)

MONEY PURCHASE RETIREMENT PLAN

§ 34.200 MONEY PURCHASE PLAN AND TRUST.

(A) The city shall establish a money purchase plan and trust as provided for under Section 401(A) of the Internal Revenue Code for the benefit of persons in the following positions who are not employees as defined in § 34.010:

- (1) Director of Planning and Growth Management
- (2) Assistant City Manager
- (3) Assistant to City Manager
- (4) Budget Officer

Name	Address	District	Phone	Appointed	Expires	Reso No.
Regina Glenn Elected by Employees	416 N.W. 9th Avenue (33060)	4	954-946-1969	4/13/2010	1/14/2015	2010-152
VACANCY Elected by Commission					3/6/2020 *Weinstock	
VACANCY Elected by Employees					3/25/2020 Judi Ahern term	2014-175
Albert Assael Elected by City Manager	1007 E. Cypress Drive (33069)	5	954-972-5801	9/13/2011	9/12/2017	2011-327
John Way Elected by Commission	279 S.W. 10th Court (33060) jway@browardsoe.org	3	954-592-7785 h 954-712-1963 o	9/23/2014	3/6/2020 Fryer Term	2014-341
Secretary Michael Smith	City Hall		ext. 5549			

Meets: On call by the Chairman
Established: City Charter Section 53 - Article X

Revised 09/15/11