

Meeting Date: June 23, 2015

Agenda Item

1

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 Adding additional alternate member to Cultural Arts Committee

Summary of Purpose and Why:

A RESOLUTION OF THE CITY OF POMPANO BEACH AMENDING POMPANO BEACH RESOLUTION NO. 98-141 BY AMENDING SECTION 4 TO PROVIDE FOR AN ADDITIONAL ALTERNATE MEMBER OF THE CULTURAL ARTS COMMITTEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE

- (1) Origin of request for this action: City Commission
 - (2) Primary staff contact: Gordon B. Linn, City Attorney Ext. 4614
 - (3) Expiration of contract, if applicable: _____
 - (4) Fiscal impact and source of funding: _____
- _____
- _____
- _____
- _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	6-4-15		See City Attorney's Comm. #2015-1027 <i>ABC</i>
_____	_____	_____	_____
_____	_____	_____	_____

City Manager *[Signature]* *[Signature]*

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-1027

June 4, 2015

TO: Dennis W. Beach, City Manager
FROM: Gordon B. Linn, City Attorney
RE: Resolution-Cultural Arts Committee

Attached please find the following captioned Resolution addressing the above-referenced matter:

**A RESOLUTION OF THE CITY OF POMPANO BEACH
AMENDING POMPANO BEACH RESOLUTION NO. 98-141 BY
AMENDING SECTION 4 TO PROVIDE FOR AN ADDITIONAL
ALTERNATE MEMBER OF THE CULTURAL ARTS
COMMITTEE; PROVIDING FOR SEVERABILITY; PROVIDING
FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE**

Please place this matter on the June 23, 2015 City Commission Agenda. I have attached a Commission Agenda Cover Sheet for your convenience.

Should you have any questions regarding this matter, please feel free to contact me.


GORDON B. LINN

GBL/ds
l:cor/manager/2015-1027

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

**A RESOLUTION OF THE CITY OF POMPANO BEACH
AMENDING POMPANO BEACH RESOLUTION NO. 98-141
BY AMENDING SECTION 4 TO PROVIDE FOR AN
ADDITIONAL ALTERNATE MEMBER OF THE
CULTURAL ARTS COMMITTEE; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CONFLICTS;
PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Commission established the Cultural Arts Committee in 1998; and

WHEREAS, the City Commission now wishes to increase the number of alternate members of the Committee; and

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

SECTION 1. That Section 4 of City of Pompano Beach Resolution No. 98-141, as subsequently amended, is hereby amended to read as follows:

SECTION 4. The membership of the Cultural Arts Committee shall consist of seven (7) members who are residents of the City of Pompano Beach. The Mayor and each Commissioner shall nominate for appointment a member whose term shall coincide with the term of the appointing official. Each newly elected or re-elected official shall appoint a member to succeed the prior appointee, or may reappoint the previous appointee. The City Commission shall appoint, upon nomination of any official, one (1) additional seventh member and ~~one (1)~~ two (2) alternate members of the Cultural Arts Committee, who are residents of the city. The said member and alternates shall be appointed for a term of three (3) years. An alternate member vacancy shall be filled for the unexpired term of the member. Should a temporary absence or disqualification of any member of the Cultural Arts Committee occur, the Chairman of the Committee shall have the right and authority to designate ~~the~~ an alternate member to serve as a substitute member during the continuance of such absence or disqualification.

SECTION 2. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

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

SECTION 4. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this ____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/ds
6/4/15
l:reso/2015-363

Meeting Date: June 23, 2015

Agenda Item 2

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/
Discussion Presentation

SHORT TITLE APPOINTMENT TO THE COMMUNITY APPEARANCE COMMITTEE

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING **NANCY GRANT** TO THE COMMUNITY APPEARANCE COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER BARRY MOSS FOR A TERM OF OFFICE TO COINCIDE WITH THE TERM OF THE APPOINTING OFFICIAL; PROVIDING AN EFFECTIVE DATE.



Accomplishing this item supports achieving *Initiative 5.2.1*. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

(1) Origin of request for this action City Clerk's Office
(2) Primary staff contact: Asceleta Hammond Ext. 4611

DEPARTMENTAL COORDINATION
City Clerk's Office

DATE
6/11/15

DEPARTMENTAL RECOMMENDATION
Approve

DEPARTMENTAL HEAD SIGNATURE

Asceleta Hammond
Barry Moss

City Manager
[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance
1st Reading _____

Resolution
1st Reading _____

Consideration
Results: _____

Workshop
Results: _____

2nd Reading _____

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING NANCY GRANT TO THE COMMUNITY APPEARANCE COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER BARRY MOSS FOR A TERM OF OFFICE TO COINCIDE WITH THE TERM OF THE APPOINTING OFFICIAL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Nancy Grant is well qualified to serve as a member of the Community Appearance Committee of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That Nancy Grant is hereby appointed to the Community Appearance Committee as appointee of Commissioner Barry Moss for a term to coincide with the term of the appointing official; providing an effective date.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



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

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

2015 JUN 10 AM 10:25
CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK

Mr. ___ Mrs. ___ Ms. ___ Miss Name: Nancy Grant

Residence Information:

Home Address: 555 Oaks Lane Apt. # 205
City/State/Zip: Pompano Beach, FL 33069
Home Phone: (954) 917-0701 Cell Phone: (954) 805-9015
Email: alasishrugged@yahoo.com Fax: (954) 917-0701

Business Information:

Employer/Business Name: _____
Current Position / Occupation: _____
Business Address: _____
City/State/Zip: _____
Business Phone: _____ Fax: _____ Email: _____

Retired

Are you a U.S. Citizen? Yes No ___
Are you a resident of Pompano Beach? Yes No ___ Reside in District: 1 ___ 2 ___ 3 ___ 4 ___ 5
Do you own real property in Pompano Beach? Yes No ___
Are you a registered voter? Yes No ___
Have you ever been convicted of a felony? Yes ___ No
Current or prior service on governmental boards and/or committees: none

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

<input type="checkbox"/> Affordable Housing	<input type="checkbox"/> Cultural Arts	<input type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input type="checkbox"/> Education	<input type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input type="checkbox"/> *Police & Firefighter's Retirement System
<input type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input type="checkbox"/> Employee's Health Insurance	<input 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 type="checkbox"/> CRA East	<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> Marine
<input type="checkbox"/> CRA West	<input type="checkbox"/> *Housing Authority of Pompano Beach	<input type="checkbox"/> *Unsafe Structures
		<input type="checkbox"/> *Zoning Board of Appeals

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

In addition a Resume may be attached

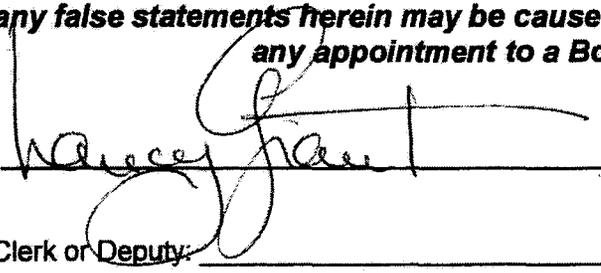
Education: Graduate: 1977 Parsons School of Design

Experience: 25 years (1983-2008) owned & operated
The Stained Glass Kaleidoscope (in Broward County)
a retail stained glass studio.

Past Positions: 2011 - Director / Palm Aire Assoc #5
2012 - Secretary and Treasurer / Palm Aire Assoc #5
2013 - Secretary / Palm Aire Assoc #5
2014 - Secretary and Treasurer / Palm Aire Assoc #5

Hobbies: Reading; Antiques; Flea Markets; Making
earrings

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

Signature: 

Date: June 6, 2015

Initials of Clerk or Deputy: _____

Date received or confirmed: _____

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

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

CITY OF POMPANO BEACH
Broward County, Florida

**A RESOLUTION OF THE CITY OF POMPANO BEACH
AMENDING POMPANO BEACH RESOLUTION NO. 95-113
BY AMENDING SECTIONS 5 AND 6 TO PROVIDE FOR
SIX (6) MEMBERS ON THE COMMUNITY APPEARANCE
COMMITTEE AND ESTABLISHING A TERM OF OFFICE;
PROVIDING FOR SEVERABILITY; PROVIDING FOR
CONFLICTS; PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Commission established the Community Appearance Committee consisting of ten (10) members; and

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

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

SECTION 1. That Sections 5 and 6 of City of Pompano Beach Resolution No. 95-113 is hereby amended by creating new sections to read as follows:

SECTION 5. The membership of the Community Appearance Committee, which previously consisted of ten (10) members, shall eventually consist of six (6) members who are residents of the City of Pompano Beach. Upon the occurrence of the first vacancy, the Mayor shall nominate for appointment a member whose term shall coincide with the remaining term of the Mayor. Thereafter, as a vacancy occurs the vacant position shall not be filled until the committee only has six (6) members unless the vacancy is that of a member appointed by the Mayor or is the only remaining appointee of a Commissioner.

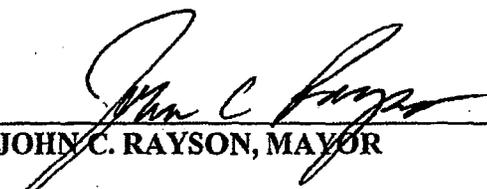
SECTION 6. Upon the membership of the committee being reduced to six (6) members, one having been nominated by the Mayor and five (5) others, one by each Commissioner, any vacancy shall be filled by nomination for appointment by the Mayor if the vacancy is his/her appointment or by the Commissioner serving the district from which the vacancy occurred for a term of office which shall coincide with the term of the appointing official. Such appointment shall be made prior to June 1. If the vacancy occurs during an unexpired term, such appointment shall be for the remainder of the unexpired term by nomination of the elected official who appointed the member whose vacancy is being filled.

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

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

SECTION 4. This Resolution shall become effective upon passage.

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



JOHN C. RAYSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
1/10/05
l:reso/2005-111

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CITY RESOLUTION NUMBER 95-113 TO PROVIDE FOR TWO ADDITIONAL MEMBERS TO THE COMMUNITY APPEARANCE COMMITTEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission established the Community Appearance Committee by City Resolution No. 95-113 to consist of ten (10) members; and

WHEREAS, the City Commission now wishes to add two additional members to the Community Appearance Committee to be appointed by the Mayor; now, therefore,

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

SECTION 1: That City Resolution No. 95-113 be and the same is hereby amended as follows:

...

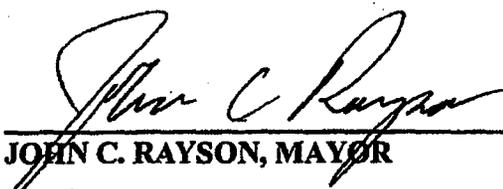
Section 5: The membership of the Community Appearance Committee shall consist of ~~ten (10)~~ twelve (12) people who are residents of the City of Pompano Beach. Each City Commissioner shall nominate for appointment two (2) members who reside in the respective City Commissioner's district. The term of office for each member appointed by the City Commissioner shall coincide with the term of the appointing Commissioner. The Mayor shall nominate for appointment two (2) members. The term of office for each member appointed by the Mayor shall coincide with the term of the appointing Mayor. Following each municipal election, each newly elected or re-elected Commissioner and every elected or re-elected Mayor shall appoint two (2) members to succeed the prior appointees, or may reappoint the previous appointees. Such appointments shall be made prior to June 1.

~~The City Commission shall appoint two (2) alternate members of the Community Appearance Committee, who are residents of the City, to be designated as Alternate 1 and Alternate 2. Each alternate shall be appointed for a term of three (3) years, said terms to run concurrently. Alternate members shall be subject to removal for cause by the City Commission. Alternate member vacancies shall be filled for the unexpired term of the member. Should a temporary absence or disqualification of any member of the Community Appearance Committee occur, the Chairman of the Committee shall have the right and authority to designate one of the alternate members to serve as a substitute member during the continuance of such absence or disqualification. The Chairman shall rotate such assignments between the alternate members to the extent that availability of alternate members allows.~~

...

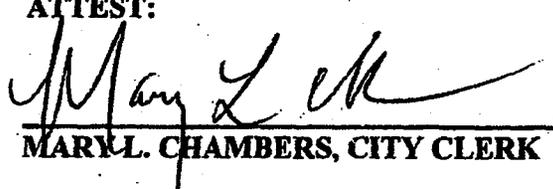
SECTION 2: This Resolution shall become effective upon passage.

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



JOHN C. RAYSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
7/15/04
l:reso/2004-323

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CITY RESOLUTION NUMBER 95-113 TO PROVIDE FOR ALTERNATE MEMBERS OF THE COMMUNITY APPEARANCE COMMITTEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission established the Community Appearance Committee without the provision for alternate members; and

WHEREAS, the City Commission now wishes to add alternate membership to the Community Appearance Committee; now, therefore,

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

SECTION 1: That City Resolution No. 95-113 be and the same is hereby amended as follows:

...
Section 5: The membership of the Community Appearance Committee shall consist of ten (10) people who are residents of the City of Pompano Beach. Each City Commissioner shall nominate for appointment two (2) members who reside in the respective City Commissioner's district. The term of office for each member appointed by the City Commissioner shall coincide with the term of the appointing Commissioner. Following each municipal election, each newly elected or re-elected Commissioner shall appoint two (2) members to succeed the prior appointees, or may reappoint the previous appointees. Such appointments shall be made prior to June 1.

The City Commission shall appoint two (2) alternate members of the Community Appearance Committee, who are residents of the City, to be designated as Alternate 1 and Alternate 2. Each alternate shall be appointed for a term of three (3) years, said terms to run concurrently. Alternate members shall

be subject to removal for cause by the City Commission. Alternate member vacancies shall be filled for the unexpired term of the member. Should a temporary absence or disqualification of any member of the Community Appearance Committee occur, the Chairman of the Committee shall have the right and authority to designate one of the alternate members to serve as a substitute member during the continuance of such absence or disqualification. The Chairman shall rotate such assignments between the alternate members to the extent that availability of alternate members allows.

SECTION 2: This Resolution shall become effective upon passage.

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



WILLIAM F. GRIFFIN, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jm
3/14/01
l:reso/2001-217

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH REPEALING RESOLUTION 81-94 THAT ESTABLISHED THE COMMUNITY APPEARANCE COMMITTEE AND ESTABLISHING A NEW COMMITTEE KNOWN AS THE COMMUNITY APPEARANCE COMMITTEE; ESTABLISHING THE PURPOSE AND OBJECTIVES OF SAID COMMITTEE; PROVIDING FOR POWERS AND DUTIES; PROVIDING FOR APPOINTMENT AND QUALIFICATIONS OF MEMBERS; SPECIFYING THE TERM OF THE EXISTENCE OF SUCH COMMITTEE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pompano Beach deems it appropriate to establish a committee to study the matter of the appearance and amenities of the City and to make appropriate recommendations to the City Commission as to actions which might be taken for improvement of same; now, therefore,

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

SECTION 1: That Resolution 81-94 that created the Community Appearance is hereby repealed in its entirety.

SECTION 2: There is hereby established a new committee to be known as the Community Appearance Committee.

SECTION 3: It shall be the duty and responsibility of the Community Appearance Committee to investigate and study the matter of the appearance and amenities of the City, to make recommendations to the City Commission as to actions which might be taken by the City and/or its residents to improve the appearance and amenities of the City, to identify projects which would be useful in beautifying and otherwise improving the appearance of City property, and to undertake such other projects and assume such other duties and responsibilities regarding the appearance of the community as may be from time to time assigned to said Committee by the City Commission.

SECTION 4: The Community Appearance Committee is hereby empowered and encouraged to establish subcommittees representative of various geographical areas of the City and such other subcommittees as may be deemed advisable to assist the Committee in carrying out its assigned functions. Members of such subcommittees shall serve at the pleasure of the Committee and any subcommittee so established may be abolished at any time upon a determination by the Committee that such subcommittee no longer serves any useful function. The Committee shall appoint by majority vote a chairman of each subcommittee created. Members of the Committee may also be members of any subcommittee. The City Clerk shall maintain an active file containing the names and addresses and other pertinent information as to persons who have expressed an interest in serving on such subcommittees.

SECTION 5: The membership of the Community Appearance Committee shall consist of ten (10) people who are residents of the City of Pompano Beach. Each City Commission shall nominate for appointment two (2) members who reside in the respective City Commissioner's

district. The term of office for each member appointed by the City Commissioner shall coincide with the term of the appointing Commissioner. Following each municipal election, each newly elected or re-elected Commissioner shall appoint two (2) members to succeed the prior appointees, or may reappoint the previous appointees. Such appointments shall be made prior to June 1.

SECTION 6: Should any vacancy occur on this Committee during the term of its existence, such vacancy shall be filled by nomination for appointment, pursuant to the provisions of Section 5 above, by the Commissioner serving the district from which the vacancy occurred, or if the vacancy results during an unexpired term, such appointment shall be for the remainder of the unexpired term.

SECTION 7: This Committee shall continue in existence until abolished by resolution of the City Commission.

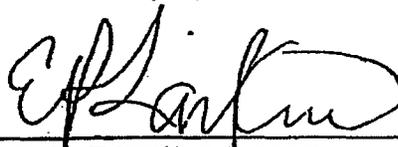
SECTION 8: The members of this Committee shall meet as soon as practicable after adoption of this Resolution and organize by electing from the membership a chairman. The Committee may adopt rules and regulations for the conduct of its meetings including the methods of calling a meeting. The Committee shall keep minutes of its meetings, copies of such minutes to be provided to the City Commission upon request. The Committee shall submit its findings and recommendations to the City Commission from time to time as the Committee may deem advisable or as requested by the City Commission.

SECTION 9: If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

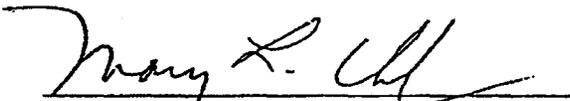
SECTION 10: - This Resolution shall become effective upon passage provided, however, that Committee members appointed pursuant to the authority of City of Pompano Beach Resolution No. 81-94 shall retain their membership on the Community Appearance Committee until the expiration of the term of the City Commissioner who appointed the Committee member. Upon expiration of the appointing City Commissioner's term or upon a vacancy occurring on the Committee, Community Appearance Committee appointments shall be made pursuant to the provisions of Section 5 of this Resolution.

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



E. PAT LARKINS, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

SVT:amd
3/16/95
c:\RESO\95-158

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION ESTABLISHING AN AD HOC COMMITTEE KNOWN AS THE COMMUNITY APPEARANCE COMMITTEE; SPECIFYING THE DUTIES OF SUCH COMMITTEE; APPOINTING MEMBERS THERETO; PROVIDING FOR FILLING OF VACANCIES THEREDON; SPECIFYING THE TERM OF THE EXISTENCE OF SUCH COMMITTEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pompano Beach deems it appropriate to establish a committee to study the matter of the appearance and amenities of the City and to make appropriate recommendations to the City Commission as to actions which might be taken for improvement of same; now, therefore

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

SECTION 1: There is hereby established an ad hoc committee to be known as the Community Appearance Committee.

SECTION 2: It shall be the duty and responsibility of the Community Appearance Committee to investigate and study the matter of the appearance and amenities of the City, to make recommendations to the City Commission as to actions which might be taken by the City and/or its residents to improve the appearance and amenities of the City, to identify projects which would be useful in beautifying and otherwise improving the appearance of city property, and to undertake such other projects and assume such other duties and responsibilities regarding the appearance of the community as may be from time to time assigned to said Committee by the City Commission.

SECTION 3: The Community Appearance Committee is hereby empowered and encouraged to establish subcommittees representative of various geographical areas of the City and such other subcommittees as may be deemed advisable to assist the Committee in carrying out its assigned functions. Members of such subcommittees shall serve at the pleasure of the Committee, and any subcommittee so established may be abolished at any time upon a determination by the Committee

that such subcommittee no longer serves any useful function. The Committee shall appoint by majority vote a chairman of each subcommittee created. Members of the Committee may also be members of any subcommittee. The City Clerk shall maintain an active file containing the names and addresses and other pertinent information as to persons who have expressed an interest in serving on such subcommittees.

SECTION 4: The membership of the Community Appearance Committee shall consist of ten persons who are residents of the City of Pompano Beach or if not residents, who are actively engaged in business in the City of Pompano Beach. For purposes of this resolution, the term "business" means any enterprise involving the manufacture, sale, exchange, bartering or dealing in any thing or article of value or the rendering of services for value. Two members of the Committee shall be appointed by each Commissioner. Insofar as is practicable, the membership of this Committee shall represent a cross-section of various areas of the City.

The following persons are hereby appointed to this Committee:

By Mayor Olson:

Arlynne Miller

Sue Alexander

By Vice-Mayor Skolnick:

Lois Perkins

Leo Levine

By Commissioner Boomer

George S. Knorr

Edward T. Busch

By Commissioner Coffey:

Max Ladoff

Robert Hill

By Commissioner Melfi:

Helen Bryan

Erich Weber

SECTION 5: Should any vacancy occur on this Committee during the term of its existence, any such vacancy shall be filled by appointment by the Commissioner (or successor) who appointed the member who no longer serves on the Committee.

SECTION 6: This Committee shall continue in existence until abolished by resolution of the City Commission.

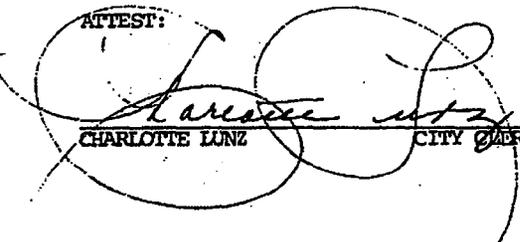
SECTION 7: The members of this Committee shall meet as soon as practicable after adoption of this resolution and organize by electing from the membership a chairman. The Committee may adopt rules and regulations for the conduct of its meetings, including the methods of calling a meeting. The Committee shall keep minutes of its meetings, copies of such minutes to be provided to the City Commission upon request. The Committee shall submit its findings and recommendations to the City Commission from time to time as the Committee may deem advisable or as requested by the City Commission.

SECTION 8: This resolution shall become effective upon passage.

PASSED AND ADOPTED this 27th day of January, 1981.


EMMA LOU OLSON MAYOR

ATTEST:


CHARLOTTE LUNZ

CITY CLERK

DCR/mv
1/21/81
#135 *AK*



Name	Address	District	Phone	Appointed	Expires	Reso. No.
Michelle Rhoulhac Mayor Fisher's Appointee	3021 N.E. 1st Ave. (33064) nothingbutbiz@yahoo.com	2	954-592-9492 C	5/14/2013	11/6/2016	2013-233
Tobi Aycock Comr. Hardin's Appointee	611 S.E. 18th Avenue (33060) theaycocks1@comcast.net	3	954-943-0991	5/14/2015	11/6/2016	2015-298
Susan Rome Comr. Dockswell's Appointee	1300 S. Ocean Blvd., #806 (33062) romesusan@gmail.com	1	617-678-9045 C	3/10/2015	11/6/2016	2015-206
JaMeesha Bernadin Comr. Phillips' Appointee	1100 Northeast 25th Ave. (33060) jameeshabernadin@yahoo.com	4	754-245-1524 C	4/28/2015	11/6/2016	2015-286

VACANCY

Comr. Moss' Appointee

5

Michele Herzmark term

VACANCY

Vice Mayor Burrie's Appointee

2

Sally Flecher's term

Jennifer Johnson
Recording Secretary

Public Works Admin. Building

954-545-7013

Meets: Third Thursday - 3:00pm
Public Works Administration Building

Elections: Annually at October Meetings
Established: Resolution 95-113

Meeting Date: June 23, 2015

Agenda Item 3

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

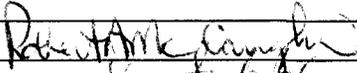
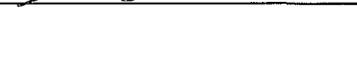
SHORT TITLE OR MOTION: MARY C. MICKLER, ELIZABETH JOHNSON, AND NOVICE M. BALAYS ARE REQUESTING TRANSFER OWNERSHIP OF VARIOUS PLOTS LOCATED IN THE MUNICIPAL CEMETERY'S SOUTH LAWN TO OTHERS (NO COST).

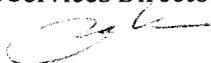
SUMMARY OF PURPOSE AND WHY:

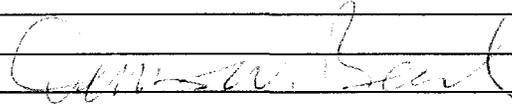
City Code 92.52(A) mandates the transfer or assignment of any cemetery lot or plot shall be valid with the consent in writing of the City Commission. This item includes ten (10) Transfer and Assignment of Burial Right Agreements that transfer a total of 10 plots located in the municipal cemetery's south lawn from one owner to another. These transactions are at no cost to the City.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Three Owners of Various Cemetery Plots
- (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: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	6/10/2015	APPROVE	
Finance	6/10/15	APPROVE	
Budget	6-12-15	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 _____	_____	_____	_____
_____	_____	_____	_____

TRANSFER AND ASSIGNMENT OF BURIAL RIGHT AGREEMENT

I (we), Mary C. Mickler

(Assignor)

of 310 NE 2nd St. hereby

(Address)

assign, transfer and set over this date to Susan B. Mickler

(Assignee)

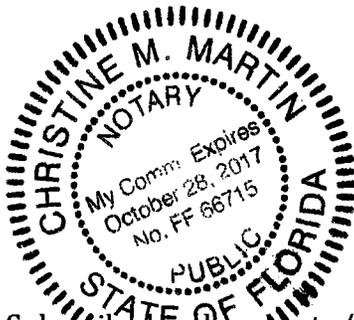
Right(s), title and interest in and to Burial Right Agreement# _____ entered to the _____ day of _____ 201__ between the City of Pompano Beach, a municipal corporation existing under the laws of the State of Florida, and being in Broward County, Florida and

(Assignor)

(Said burial agreement(s) attached hereto) subject to all the terms and conditions thereof, and do hereby remise, release and quit-claim unto the said Susan B. Mickler

(Assignee)

All my (our) right(s), title and interest in and to the Burial Right Agreement(s) described herein and agreed to be conveyed. Block 23 Lot(s) 10 Plot(s) 1 Lawn South



[Signature]
(Assignor)

Mary C. Mickler
(Assignor)

[Signature]
(Witness)

Subscribed and sworn to/affirmed before me on 4/9, 2015, by Susan B. Mickler who is personally known to me or has presented FLDL as identification.

[Signature]
Notary Public

The City Commission of the City of Pompano Beach, Florida, hereby accepts the foregoing assignment of Burial Right Agreement(s), subject to all terms and conditions thereof.

Lamar Fisher, Mayor

ATTEST: _____
Asceleta Hammond, City Clerk

TRANSFER AND ASSIGNMENT OF BURIAL RIGHT AGREEMENT

I (we), Mary C. Mickler
(Assignor)

of 310 NE 2nd St. hereby
(Address)

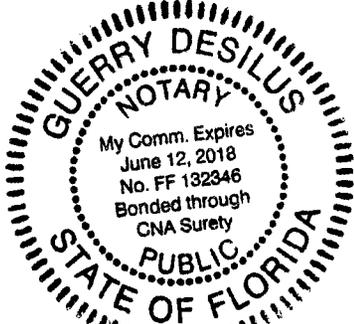
assign, transfer and set over this date to Robert C. Mickler
(Assignee)

Right(s), title and interest in and to Burial Right Agreement# _____ entered to the
_____ day of _____ 201__ between the City of Pompano Beach, a municipal
corporation existing under the laws of the State of Florida, and being in Broward County, Florida and

(Assignor)

(Said burial agreement(s) attached hereto) subject to all the terms and conditions thereof, and do
hereby remise, release and quit-claim unto the said Robert C. Mickler
(Assignee)

All my (our) right(s), title and interest in and to the Burial Right Agreement(s) described herein and
agreed to be conveyed. Block 23 Lot(s) 10 Plot(s) 2 Lawn South



Robert C. Mickler
(Assignor)
[Signature]
(Witness)

Subscribed and sworn to/affirmed before me on 4/15/15, 2015, by
Robert + Curtis Mickler who is personally known to me or has presented
Florida drivers license as identification.

[Signature]
Notary Public

**The City Commission of the City of Pompano Beach, Florida, hereby accepts the foregoing
assignment of Burial Right Agreement(s), subject to all terms and conditions thereof.**

Lamar Fisher, Mayor

ATTEST: _____
Asceleta Hammond, City Clerk

TRANSFER AND ASSIGNMENT OF BURIAL RIGHT AGREEMENT

I (we), Maryann Johnson

(Assignor)

of 9444 SW 76th St. Ocala, FL 34481 hereby

(Address)

assign, transfer and set over this date to _____

(Assignee)

Right(s), title and interest in and to Burial Right Agreement# 1623 entered to the _____ day of _____ 201__ between the City of Pompano Beach, a municipal corporation existing under the laws of the State of Florida, and being in Broward County, Florida and

(Assignor)

(Said burial agreement(s) attached hereto) subject to all the terms and conditions thereof, and do hereby remise, release and quit-claim unto the said Mary Ann Johnson

(Assignee)

All my (our) right(s), title and interest in and to the Burial Right Agreement(s) described herein and agreed to be conveyed. Block 62 Lot(s) 53 Plot(s) 1 Lawn NL

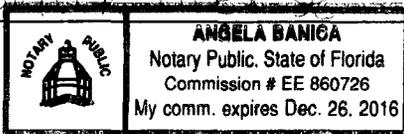
Maryann Johnson
(Assignor)

(Assignor)

[Signature]

(Witness)

Subscribed and sworn to/affirmed before me on APRIL, 2015, by MARYANN JOHNSON who is personally known to me or has presented FC-DRIWER LICENSE as identification.



[Signature]
Notary Public

The City Commission of the City of Pompano Beach, Florida, hereby accepts the foregoing assignment of Burial Right Agreement(s), subject to all terms and conditions thereof.

Lamar Fisher, Mayor

ATTEST: _____
Asceletta Hammond, City Clerk

TRANSFER AND ASSIGNMENT OF BURIAL RIGHT AGREEMENT

I (we) Bonny N. Marsh for Norice M. Budge / Dr George S. McClellan
of 652 High Quarry Rd Hendersonville NC 28791 hereby
(Assignor)
(Address)

assign, transfer and set over this date to Discella M. Burch
(Assignee)

Right(s), title and interest in and to Burial Right Agreement# _____ entered to the
_____ day of _____ 201__ between the City of Pompano Beach, a municipal
corporation existing under the laws of the State of Florida and being in Broward County, Florida and
Dr George S. McClellan
(Assignor)

(Said burial agreement(s) attached hereto) subject to all the terms and conditions thereof, and do
hereby remise, release and quit-claim unto the said Discella M. Burch
(Assignee)

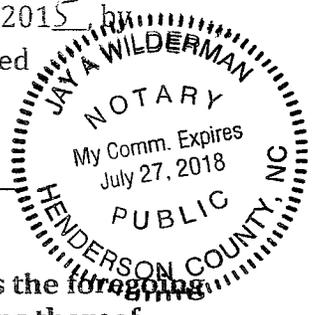
All my (our) right(s), title and interest in and to the Burial Right Agreement(s) described herein and
agreed to be conveyed. Block 1 Lot(s) 17 Plot(s) 3 Lawn SL

Bonny N. Marsh
(Assignor)

(Assignor)
Elizabeth Jackson
(Witness)

Subscribed and sworn to/affirmed before me on May 26, 2015, by
Bonny N. Marsh who is personally known to me or has presented
NC DL 287 188 21 as identification.

Jay A Wilderman
Notary Public



The City Commission of the City of Pompano Beach, Florida, hereby accepts the foregoing
assignment of Burial Right Agreement(s), subject to all terms and conditions thereof.

Lamar Fisher, Mayor

ATTEST: _____
Ascelela Hammond, City Clerk

TRANSFER AND ASSIGNMENT OF BURIAL RIGHT AGREEMENT

I (we) Benny N. Marsh for Norice M. Balazs / Dr. George D. McClellan
of 653 High Quarry Rd Hendersonville NC 28791 here by
(Assignor)
(Address)

assign, transfer and set over this date to Priscella M. Burch
(Assignee)

Right(s), title and interest in and to Burial Right Agreement# _____ entered to the
_____ day of _____ 201____ between the City of Pompano Beach, a municipal
corporation existing under the laws of the State of Florida, and being in Broward County, Florida and
Dr. George D. McClellan
(Assignor)

(Said burial agreement(s) attached hereto) subject to all the terms and conditions thereof, and do
hereby remise, release and quit-claim unto the said Priscella M. Burch
(Assignee)

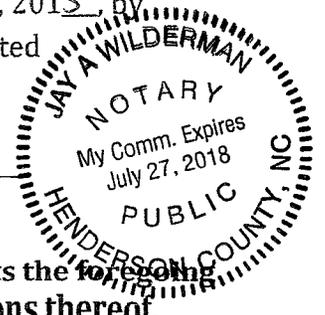
All my (our) right(s), title and interest in and to the Burial Right Agreement(s) described herein and
agreed to be conveyed. Block 1 Lot(s) 17 Plot(s) 4 Lawn 5k

Benny N. Marsh
(Assignor)

(Assignor)
Elizabeth Johnson
(Witness)

Subscribed and sworn to/affirmed before me on May 26, 2015, by
Benny N. Marsh who is personally known to me or has presented
NC DL 28719821 as identification.

J. G. A.
Notary Public



The City Commission of the City of Pompano Beach, Florida, hereby accepts the ~~responsibility~~
assignment of Burial Right Agreement(s), subject to all terms and conditions thereof.

Lamar Fisher, Mayor

ATTEST: _____
Ascleeta Hammond, City Clerk

TRANSFER AND ASSIGNMENT OF BURIAL RIGHT AGREEMENT

I (we), Bonny Marsh for Morris M. Balays / Dr. George S. McClellan
(Assignor)
of 652 High Quarry Rd, Hendersonville, N.C. 28791 hereby
(Address)

assign, transfer and set over this date to William Mobley McClellan
(Assignee)

Right(s), title and interest in and to Burial Right Agreement# _____ entered to the
_____ day of _____ 201__ between the City of Pompano Beach, a municipal
corporation existing under the laws of the State of Florida, and being in Broward County, Florida and

(Assignor)

(Said burial agreement(s) attached hereto) subject to all the terms and conditions thereof, and do
hereby remise, release and quit-claim unto the said William Mobley McClellan
(Assignee)

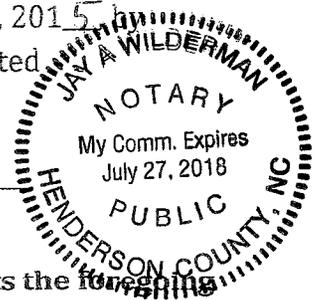
All my (our) right(s), title and interest in and to the Burial Right Agreement(s) described herein and
agreed to be conveyed. Block 1 Lot(s) 17 Plot(s) 12 Lawn Sh

Bonny N. Marsh
(Assignor)

(Assignor)
Elizabeth Jackson
(Witness)

Subscribed and sworn to/affirmed before me on May 26, 2015,
Bonny N. Marsh who is personally known to me or has presented
NC DL 28715521 as identification.

Jay A Wilderman
Notary Public



The City Commission of the City of Pompano Beach, Florida, hereby accepts the ~~transfer~~
assignment of Burial Right Agreement(s), subject to all terms and conditions thereof.

Lamar Fisher, Mayor

ATTEST: _____
Asceleta Hammond, City Clerk

TRANSFER AND ASSIGNMENT OF BURIAL RIGHT AGREEMENT

I (we), Bonny Marsh for Marie M. Balazs / Dr. George S. McClellan
(Assignor)
of 652 High Quarry Rd, Hendersonville, NC 28791 hereby
(Address)

assign, transfer and set over this date to Mary Mobley McClellan
(Assignee)

Right(s), title and interest in and to Burial Right Agreement# _____ entered to the
_____ day of _____ 201__ between the City of Pompano Beach, a municipal
corporation existing under the laws of the State of Florida, and being in Broward County, Florida and
Dr. George S. McClellan
(Assignor)

(Said burial agreement(s) attached hereto) subject to all the terms and conditions thereof, and do
hereby remise, release and quit-claim unto the said Mary Mobley McClellan
(Assignee)

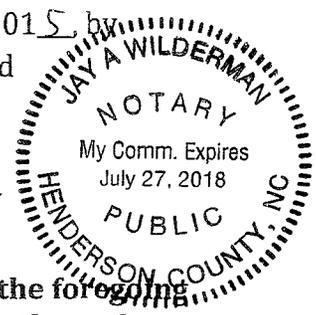
All my (our) right(s), title and interest in and to the Burial Right Agreement(s) described herein and
agreed to be conveyed. Block 1 Lot(s) 17 Plot(s) 15 Lawn SL

Bonny Marsh
(Assignor)

(Assignor)
Elizabeth McClellan
(Witness)

Subscribed and sworn to/affirmed before me on May 26, 2015, by
Bonny N. Marsh who is personally known to me or has presented
NC DL 28718321 as identification.

Jay A Wilderman
Notary Public



The City Commission of the City of Pompano Beach, Florida, hereby accepts the foregoing
assignment of Burial Right Agreement(s), subject to all terms and conditions thereof.

Lamar Fisher, Mayor

ATTEST: _____
Ascleeta Hammond, City Clerk

TRANSFER AND ASSIGNMENT OF BURIAL RIGHT AGREEMENT

I (we), Bonny Marsh for Norice M. Balays / Dr. George S. McClellan
(Assignor)
of 652 High Quarry Rd, Hendersonville, NC 28791 hereby
(Address)

assign, transfer and set over this date to Lucius W. McClellan
(Assignee)

Right(s), title and interest in and to Burial Right Agreement# _____ entered to the
_____ day of _____ 201__ between the City of Pompano Beach, a municipal
corporation existing under the laws of the State of Florida, and being in Broward County, Florida and
Dr. George S. McClellan
(Assignor)

(Said burial agreement(s) attached hereto) subject to all the terms and conditions thereof, and do
hereby remise, release and quit-claim unto the said Lucius William McClellan
(Assignee)

All my (our) right(s), title and interest in and to the Burial Right Agreement(s) described herein and
agreed to be conveyed. Block 1 Lot(s) 17 Plot(s) 14 Lawn SL

Bonny N. Marsh
(Assignor)

Elizabeth Wilson
(Assignor)
(Witness)

Subscribed and sworn to/affirmed before me on May 26, 2015, by
Bonny N. Marsh who is personally known to me or has presented
NCDL 28718821 as identification.

J. G. A.
Notary Public

The City Commission of the City of Pompano Beach, Florida, hereby accepts the foregoing
assignment of Burial Right Agreement(s), subject to all terms and conditions thereof.

Lamar Fisher, Mayor

ATTEST: _____
Asceleta Hammond, City Clerk

TRANSFER AND ASSIGNMENT OF BURIAL RIGHT AGREEMENT

I (we) Bonny W. Marsh & Novice M. Balazs / Dr. George S. McClellan
of 652 High Quarry Rd Hendersonville NC 28741 hereby
(Assignor)
(Address)

assign, transfer and set over this date to _____
(Assignee)

Right(s), title and interest in and to Burial Right Agreement# _____ entered to the
_____ day of _____ 201__ between the City of Pompano Beach, a municipal
corporation existing under the laws of the State of Florida, and being in Broward County, Florida and
Dr. George S. McClellan
(Assignor)

(Said burial agreement(s) attached hereto) subject to all the terms and conditions thereof, and do
hereby remise, release and quit-claim unto the said Bonny W. Marsh
(Assignee)

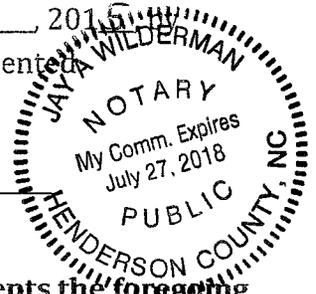
All my (our) right(s), title and interest in and to the Burial Right Agreement(s) described herein and
agreed to be conveyed. Block 1 Lot(s) 17 Plot(s) 1 Lawn 5L

Bonny W. Marsh
(Assignor)

(Assignor)
Elizabeth Johnson
(Witness)

Subscribed and sworn to/affirmed before me on May 26, 2015
NC DL 28718821 Bonny W. Marsh who is personally known to me or has present
NC DL 28718821 as identification.

J. G. R.
Notary Public



The City Commission of the City of Pompano Beach, Florida, hereby accepts the foregoing
assignment of Burial Right Agreement(s), subject to all terms and conditions thereof.

Lamar Fisher, Mayor

ATTEST: _____
Asceletta Hammond, City Clerk

TRANSFER AND ASSIGNMENT OF BURIAL RIGHT AGREEMENT

I (we) Benny N. Marsh for Norice M. Balogh / Dr. George S. McClellan
of 652 High Quarry Rd Hendersonville NC 28791 hereby
(Assignor)
(Address)

assign, transfer and set over this date to _____
(Assignee)

Right(s), title and interest in and to Burial Right Agreement# _____ entered to the
_____ day of _____ 201_____ between the City of Pompano Beach, a municipal
corporation existing under the laws of the State of Florida, and being in Broward County, Florida and

Dr. George S. McClellan
(Assignor)

(Said burial agreement(s) attached hereto) subject to all the terms and conditions thereof and do
hereby remise, release and quit-claim unto the said Benny N. Marsh
(Assignee)

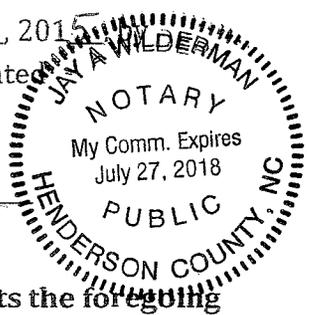
All my (our) right(s), title and interest in and to the Burial Right Agreement(s) described herein and
agreed to be conveyed. Block 1 Lot(s) 17 Plot(s) 2 Lawn 5h

Benny N. Marsh
(Assignor)

(Assignor)
Elizabeth Jackson
(Witness)

Subscribed and sworn to/affirmed before me on May 26, 2015,
Benny N. Marsh who is personally known to me or has presented
NC DL 287 188 21 as identification.

Jay A. Wilderman
Notary Public



The City Commission of the City of Pompano Beach, Florida, hereby accepts the foregoing
assignment of Burial Right Agreement(s), subject to all terms and conditions thereof.

Lamar Fisher, Mayor

ATTEST: _____
Ascelela Hammond, City Clerk

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. 6 IN THE AMOUNT OF \$79,500 PURSUANT TO THE CONTRACT FOR CONSULTING/ PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND WALTERS ZACKRIA ASSOCIATES, PLLC, FOR DESIGN SERVICES RELATED TO CONSTRUCTION OF A NEW CONCESSION / RESTROOM BUILDING AT KESTER PARK; PROVIDING AN EFFECTIVE DATE

(Under their current contract the City has paid Walters Zackria Associates \$128,228 to date.)

Summary of Purpose and Why:

A conceptual design of the new facility was presented and approved at the June 3rd, 2015 Parks and Recreation Advisory Board meeting. This contract will allow Walters Zackria and Associates to go forward with the construction drawings.



Accomplishing this item supports achieving initiative "2.6 Improve City parks" identified in the City's: Great Places Strategy.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert A. McCaughan/ Alessandra Delfico PE Ext 4507/ 4144
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: CIP Project #14-267 Account No 302-7545-572.65-03

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Engineering	<u>6-4-2015</u>	APPROVE	<u>Alessandra Delfico</u>
Public Works	<u>6/4/15</u>	APPROVE	<u>Robert A. McCaughan</u>
City Attorney	<u>6/8/15</u>	APPROVE	<u>Jordan B. ...</u>
Finance	<u>6/10/15</u>	APPROVE	<u>J. ...</u>
Budget	<u>6-11-15</u>	APPROVE	<u>...</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 #2015-993
May 28, 2015

TO: Alessandra Delfico, P.E., City Engineer
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Walters Zackria Associates, PLLC

Pursuant to your memorandum dated May 28, 2015, Engineering Department Memorandum No. 15-129, I have prepared and attached the following form of Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. 6 IN THE AMOUNT OF \$79,500 PURSUANT TO THE CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND WALTERS ZACKRIA ASSOCIATES, PLLC, FOR DESIGN SERVICES RELATED TO CONSTRUCTION OF A NEW CONCESSION/RESTROOM BUILDING AT KESTER PARK; PROVIDING AN EFFECTIVE DATE.

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



GORDON B. LINN

GBL/ds
l:cor/engr/2015-993
Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. 6 IN THE AMOUNT OF \$79,500 PURSUANT TO THE CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND WALTERS ZACKRIA ASSOCIATES, PLLC, FOR DESIGN SERVICES RELATED TO CONSTRUCTION OF A NEW CONCESSION/RESTROOM BUILDING AT KESTER PARK; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Work Authorization No. 6 between the City of Pompano Beach and Walters Zackria Associates, PLLC, for design services related to construction of a new concession/restroom at Kester Park, a copy of which Work Authorization is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Work authorization between the City of Pompano Beach and Walters Zackria Associates, PLLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

The services rendered pursuant to this Work Authorization No WA-6 are in accordance with the terms and conditions of the Agreement for professional service between the City of Pompano Beach and Walters Zackria Associates, PLLC, Originally dated November 29, 2010 and approved by City Resolution No. 2011-56, with fourth Amendment for additional one year extension on November 10, 2014.

Work Authorization No. 6 - Kester Park Renovations

A. Background

The City of Pompano Beach (CITY) previously selected Walters Zackria Associates, PLLC (CONSULTANT) to prepare preliminary building and designs for the repair or replacement of the existing concession / restroom building located at the east side of the park adjacent to the baseball fields. CONSULTANT prepared three (3) design options and presented them to CITY staff. Based on discussions with CITY staff, concept 3 was selected as the best design to be further developed into construction documents, to be permitted and constructed.

The new building will be situated to the east of the existing concession / restroom building to allow the use of the existing building while the new building is constructed. Existing building will be removed. Existing storage building will be renovated to match the new building with the addition of a sloped roof and standing seam metal panels.

The end result of this work authorization will include development of construction documents, permitting, bidding, and construction phase services.

This Work Authorization, when executed, shall authorize to perform design services related to construction of a new concession / restroom building for the Kester Park, located at 450 NE 7th Ave, Pompano Beach, FL 33060, as requested by the City of Pompano Beach (City).

B. Scope of Services

The firm of Walters Zackria Associates, PLLC proposes the following scope of work and fee schedule for the above-mentioned project. The architectural scope of work will include:

This project will replace the existing building by adding the following:

- Concession Room / Catering Kitchen
- Office space
- Storage space
- New ADA compliant indoor restrooms
- Outdoor Terrace for dining and observation

Additionally, the existing storage building will be renovated. Existing building exterior will be upgraded to match current City park standards.

Services to Include:

Phase 1 - Design Phase Services

Task 1 - Construction Document Services and Site Engineering Drawings

Phase 2 – Permitting and Bid Phase Services

Task 3 – Site / Civil Engineering Permit Submittal and Comments

Task 4 – Building Permit Submittal and Comments

Task 5 – Bidding Assistance Services

Task 6 – Construction Cost Estimate Services

Phase 3 - Construction Phase Services

Task 7 – Shop Drawing Review Services

Task 8 – Construction Administration Services

Task 9 - Civil Engineering Inspection and Certification Services

The specific scope of services to be provided by CONSULTANT in this Work Authorization includes the following:

Phase 1- Design Phase Services

Tasks 1.1, 1.2, 1.3 – Construction Document Services and Site Engineering Drawing Preparation

Walters Zackria Associates will prepare Construction Documents and site engineering drawings - civil engineering, landscape, irrigation, architectural site plan, site lighting and photometric drawings in preparation for DRC submittal.

WZA will provide building Construction Documents to include Architectural, Structural, Mechanical, Electrical, and Plumbing systems design.

Architectural scope of work will include refining the schematic design based on program updates. Building construction systems will be selected and coordinated with other disciplines.

Structural engineering scope of work shall include a foundation, wall and roof design for a new building. Foundation design shall be based on 2500 PSF soil conditions. The building shall be at grade, which will be coordinated with the existing site conditions and FEMA flood elevations.

Landscape Architecture scope of work shall include landscaping and irrigation system design for the local site. Landscape and irrigation plans will be provided showing existing vegetation and new landscape material. Landscape and Irrigation design will be limited to 5 feet beyond the existing building and proposed building perimeter. Tree survey and evaluation for the entire park is not included in the scope of this proposal.

Civil engineering scope of work will include the design for water service, sewer collection and disposal, storm water drainage and pavement design for site plan review. Civil engineering scope of work will include coordination of all services to the building with the MEP engineers. Upgrading or re-permitting the entire park surface water drainage license is not included in the scope of this proposal.

Electrical Engineering scope of work shall include electrical service to the building via new service feed from Florida Power and Light. Building power and lighting design will be provided. Site lighting will be provided via building mounted and pole mounted lights. Data connection shall be via a roof mounted satellite tied to city hall.

The Plumbing Engineering scope of work shall consist of water supply, sanitary plumbing, and roof drainage to the new building. The Mechanical Engineering scope of work shall consist of HVAC and exhaust system design to the new building.

Task 2 - Site Plan Review

Drawings prepared under task 1 will be submitted for City's Site Plan (DRC), AAC, and P&Z Review. Walters Zackria Associates representative will attend review boards and city commission meetings and address any comments, as required.

Phase 2 – Permitting and Bid Phase Services

Task 3 – Site Permitting

Civil engineering permitting services shall include SFWMD, Broward County Health Department, and Broward County Environmental Section (EPD).

Task 4 – Building Permitting

Walters Zackria Associates will submit permit applications to the City's Building Department and address any comments.

Task 5 – Bidding

Walters Zackria Associates will assist the City in selecting a Construction Manager. WZA will address RFI's and issue addenda, as required.

Task 6 - Construction Cost Estimate

Walters Zackria Associates will provide the City with a construction cost estimate for the proposed development.

Phase 3 - Construction Phase Services

Task 7 - Shop Drawing Review

During the construction phase of the project, WZA will provide reasonable and in-house shop drawing review for the CITY and awarded contractor / construction manager. Construction Administration services required to complete the project as defined in the A.I.A. B141, shall be included in Task 8 of this proposal.

Task 8 - Construction Administration Services

During the construction phase of the project, WZA shall provide reasonable Construction Administration services for the CITY and awarded Construction Manager. WZA will provide RFI, request for information review. Construction Administration services shall include (1) on-site meeting per month with the General Contractor, the Subcontractors, and Owner's Representative. WZA will review the construction progress on a bi-weekly basis, review and approve payment applications, review change order requests, provide meeting agenda and meeting minutes, review actual progress with construction schedule, and make any decisions required to clarify the construction documents. Construction Administration Services are budgeted for 10 hours / month for 8 months construction plus 1 month pre-construction and post substantial completion. If the hours are exceeded or the construction duration is extended, the additional hours will be billed on an hourly basis as additional services. Construction Administration Services are based on the City hiring a construction manager.

Task 9 - Civil Inspection and Certification Services

During the construction phase of the project, WZA shall provide Civil Engineering Inspections and Certification required by the City's Engineering Department and various permitting agencies.

The Civil Engineering Inspections shall include utilities systems (water, sewer, storm drainage) installation and retention area preparation. A final certification shall be provided to each permitting agency.

C. Assumptions

In addition to the work items discussed above, the following assumptions were made in establishing the scope of this Work Authorization and associated fee. Changes and / or modifications in the above work items of these assumptions are considered as Additional Services Item under the terms of the contract. Assumptions Include:

1. The scope and budget are based on the design, permitting and bidding of a concession / restroom building only. If additional site work or permitting are added to the project to bring the existing park development up to current building or zoning code, an Amendment to this Work Authorization will be executed for this work.
2. CITY will provide CONSULTANT available record drawings of existing facilities and proposed facilities within the project area prior to the NTP date.
3. CITY personnel will assist CONSULTANT in field verification of affected existing CITY utilities. This includes painting the locations of water mains & services, sanitary sewers and laterals, reuse pipes and force mains in the field in a timely manner.
4. The CITY will provide CONSULTANT an electronic version of "front end" contract documents in MICROSOFT "WORD" version format.
5. Surveying and legal work necessary to prepare document for and to secure easements (temporary for construction and/or permanent) required for installation of the piping and improvements is the responsibility of the CITY.
6. The CITY is responsible for all permitting fees, including costs of public notification in local newspapers.
7. The CITY will provide CONSULTANT an electronic version of latest CITY standard engineering details in AUTOCAD Version 2013 format.
8. A single bidding effort is assumed for the project. Re-bidding of the project is considered an Additional Services item.
9. The design is to be based on the federal, state and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item.
10. CONSULTANT assumes that there are no contaminated soils or groundwater in or around the project area.
11. During construction, CITY Staff will be onsite daily and will be the Contractor's primary point of contact. CITY will provide CONSULTANT with daily inspection reports and digital project photos.
12. Inspection Services are not included in this Work Authorization. They will be submitted as a separate WA after the Contractor has been selected for the project.
13. Deviations from the Final Design Drawings will be compiled by the Contractor and electronically incorporated onto the drawing files. Two sets of signed and sealed RECORD drawings by Florida Registered Surveyor will then be submitted by the Contractor to the CITY. One set of RECORD drawings for each permit certification (total of 3) will be provided to CONSULTANT for submittal to the permitting agencies.

D. Additional Services

CONSULTANT shall provide additional design services relating to the provision of surveying, geotechnical, utility locates, to the project area that are not covered under this Work Authorization. These additional services may be required due to uncertainties discovered during survey, soils, investigations, field verification of existing facilities and conditions, and potential property or easement acquisitions.

Services performed under this task will be on as-directed basis in accordance with a written Notice-to-Proceed from the City Manager. The Notice-to-Proceed issued shall contain the following information and requirements.

A detailed description of the work to be undertaken.

A budget establishing the amount of the fee to be paid in accordance with the Agreement. A time established for completion of the work

All additional services requested by the OWNER shall be billed at the firm's standard hourly rates. See standard hourly rates listed below. Additional services may include:

- Major redesign effort due to change in overall project scope, budget, or programming criteria.
- OWNER directed revisions to drawings from previously approved preliminary design documents.
- Repair details or as-builts due to OWNER requested changes, contractor's error or unauthorized deviation from contract documents.
- Interior Design Services
- LEED Design and Documentation Services
- LEED Commissioning Services
- Structural Threshold / Special Inspection Services
- Redesign associated with Pre-construction and Value Engineering Services with Construction Manager.
- Construction Administration Hours exceeding allowance listed in Task 8.

E. Obligations of the CITY

1. The CITY shall provide the CONSULTANT in a timely manner, record data and information related to the project as necessary for the performance of services specified herein. This includes painting the locations of the water mains and services, sanitary sewers and laterals, force mains, and stormwater facilities in the field for the surveyor within 5 calendar days of Notice-to-Proceed.
2. With assistance by CONSULTANT, as described herein, the CITY, as applicant shall obtain approvals and permits from all governmental authorities having jurisdiction over the project. The CITY is responsible for the payment of all permit application fees.
3. Consolidate and provide review comments to WZA in a timely fashion.

F. Compensation

Compensation by the CITY to the CONSULTANT for all tasks will be on a Lump sum basis in accordance with the terms and conditions of the Agreement for Professional Services between the City of Pompano Beach and Walters Zackria Associates, PLLC, dated November 29, 2010 and approved by City Resolution No. 2011-56. The estimated compensation for the services described in this Work Authorization is \$79,500.00 as shown below and Refer to Attachment A.

TABLE 1: LABOR AND EXPENSE SUMMARY.

Phase 1 - Design Phase Services

Task 1 - Construction Document Services and Site Engineering Drawings	
Task 1.1 - Construction Document Services 60%	\$ 21,600.00
Task 1.2 - Construction Document Services 90%	\$ 10,800.00
Task 1.3 - Construction Document Services 100%	\$ 3,600.00
Task 2 - Site Plan Review	\$ 4,000.00
Phase 1 Total	\$ 40,000.00

Phase 2 – Permitting and Bid Phase Services

Task 3 – Site / Civil Engineering Permit Submittal and Comments	\$ 4,000.00
Task 4 – Building Permit Submittal and Comments	\$ 2,000.00
Task 5 – Bidding Assistance Services	\$ 2,000.00
Task 6 – Construction Cost Estimate Services	\$ 1,000.00
Phase 2 Total	\$ 9,000.00

Phase 3 - Construction Phase Services

Task 7 – Shop Drawing Review Services	
Architectural	\$ 4,500.00
Civil	\$ 1,000.00
Landscape / Irrigation	\$ 1,000.00
MEP	\$ 1,000.00
Structural	\$ 1,000.00
Task 8 – Construction Administration Services	
Architectural (10 hours @ \$150 / hr x 10 months)	\$ 15,000.00
MEP	\$ 2,000.00
Landscape / Irrigation	\$ 2,000.00
Task 9 - Civil Engineering Inspection and Certification Services	\$ 3,000.00
Phase 3 Total	\$ 30,500.00
Project Total Lumpsum Fees	\$ 79,500.00
Recommended Reimbursable Expense Budget	\$ 5,000.00

G. Schedule

The completion dates for this work will be as follows (starting at time that CONSULTANT receives the hardcopy of the executed Contract). Refer to Attachment B.

Engineering Services	Time per Phase	Cumulative Time
Task 1.1- Construction Documents 60%	8 weeks	8 weeks
City Review	1 week	9 weeks
Task 1.2- Construction Documents 90%	4 weeks	13 weeks
City Review	1 week	14 weeks
Task 1.3- Construction Documents 100%	2 weeks	16 weeks
City Review	1 week	17 weeks
Task 2 - Site Plan Review*	12 weeks	29 weeks
Task 3 - Site / Civil Engineering Permit Submittal*	8 weeks	37 weeks
Task 4 - Building Permit Submittal*	8 weeks	45 weeks
Task 5 - Bidding Assistance Services	12 weeks	57 weeks
Task 6 - Construction Cost Estimate Services	2 weeks	59 weeks
Tasks 7 to 9- Construction Administration	32 weeks	91 weeks

* Estimated, based upon usual regulatory agency review period.

H. Deliverables

TASKS	DELIVERABLES	QUANTITY
3 Design	60% Drawings & Specs	4 - Sets (22" x 34")
	90% Drawings & Specs	4- Sets (22" x 34")
	100% Drawings & Specs	4- Sets (22" x 34")
	Cost Estimate@ 60%, 90% and 100%	4- Sets (22" x 34")
2 Permitting	Site Plan Review*	4- Sets (22" x 34")
3 Permitting	Site / Civil Engineering Permit Submittal*	4- Sets (22" x 34")
4 Permitting	Permit Application Package(s)	4 - Sets Each Permit

"ARCHITECT"

Witnesses:

Walters Zackria Associates, PLLC.

Katheline Talbot

By: *AA*
Signature

Katheline Talbot
Printed Name

Abbas Zackria
Name Printed

Deepak

Title: President

Deepak Khanna
Printed Name

(SEAL)

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 26 day of May 2015 by Abbas Zackria,

As President of Walters Zackria Associates, PLLC, who is personally known to me or who has produced _____
_____ (type of identification) as identification?

NOTARY'S SEAL:

Josephine Lachica
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)
JOSEPHINE LACHICA
(Name of Acknowledger Typed, Printed or Stamped)
EE200936
Commission Number



“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

By: _____

DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT 'A'

KESTER PARK - HOURLY TASK BREAKDOWN 5-27-15

TOTAL = \$79,500.00

Principal Arch/Engineer Project Arch / Engineer I Project Arch / Engineer II Project Manager III / Site Inspector CAD Operator Level 1 Administrative

Task	Principal Arch/Engineer	Project Arch / Engineer I	Project Arch / Engineer II	Project Manager III / Site Inspector	CAD Operator Level 1	Administrative	Total
TASK 1 - CONSTRUCTION DOCUMENTS							
<u>All Disciplines</u>							
Total Hours for Task 1	20	79	0	80	80	10	
Rate	\$200.00	\$150.00	\$140.00	\$130.00	\$110.00	\$95.00	
Total	\$4,000.00	\$11,850.00	\$0.00	\$10,400.00	\$8,800.00	\$950.00	\$36,000.00 Total
TASK 2 - SITE PLAN REVIEW							
<u>All Disciplines</u>							
DRC Submittal and Review	4	10			12	4	
Total Hours for Task 2	4	10	0	0	12	4	
Rate	\$200.00	\$150.00	\$140.00	\$130.00	\$110.00	\$95.00	
Total	\$800.00	\$1,500.00	\$0.00	\$0.00	\$1,320.00	\$380.00	\$4,000.00 Total
TASK 3 - SITE / CIVIL PERMIT SUBMITTAL							
<u>All Disciplines</u>							
Total Hours for Tasks 3	4	10			12	4	
Rate	\$200.00	\$150.00	\$140.00	\$130.00	\$110.00	\$95.00	
Total	\$800.00	\$1,500.00	\$0.00	\$0.00	\$1,320.00	\$380.00	\$4,000.00 Total
TASK 4 - PERMIT SUBMITTAL							
<u>All Disciplines</u>							
Total Hours for Tasks 4	2	5			6	2	
Rate	\$200.00	\$150.00	\$140.00	\$130.00	\$110.00	\$95.00	
Total	\$400.00	\$750.00	\$0.00	\$0.00	\$660.00	\$190.00	\$2,000.00 Total
TASK 5 - BID AND CONTRACT AWARD ASSISTANCE							
<u>All Disciplines</u>							
Total Hours for Task 5	2	5			6	2	
Rate	\$200.00	\$150.00	\$140.00	\$130.00	\$110.00	\$95.00	
Total	\$400.00	\$750.00	\$0.00	\$0.00	\$660.00	\$190.00	\$2,000.00 Total
TASK 6 - CONSTRUCTION COST ESTIMATE SERVICES							
<u>All Disciplines</u>							
Total Hours for Task 6	1	2.5	0	0	3	1	
Rate	\$200.00	\$150.00	\$140.00	\$130.00	\$110.00	\$95.00	
Total	\$200.00	\$375.00	\$0.00	\$0.00	\$330.00	\$95.00	\$1,000.00 Total
TASK 7 - SHOP DRAWING REVIEW							
<u>All Disciplines</u>							
Total Hours for Task 7	6	40	0	10	0	0	
Rate	\$200.00	\$150.00	\$140.00	\$130.00	\$110.00	\$95.00	
Total	\$1,200.00	\$6,000.00	\$0.00	\$1,300.00	\$0.00	\$0.00	\$8,500.00 Total
TASK 8 - CONSTRUCTION ADMINISTRATION							
<u>All Disciplines</u>							
Total Hours for Task 8	11	100	0	8	0	8	
Rate	\$200.00	\$150.00	\$140.00	\$130.00	\$110.00	\$95.00	
Total	\$2,200.00	\$15,000.00	\$0.00	\$1,040.00	\$0.00	\$760.00	\$19,000.00 Total
TASK 9 - CIVIL INSPECTIONS							
<u>All Disciplines</u>							
Total Hours for Task 9	4.5	0	15	0	0	0	
Rate	\$200.00	\$150.00	\$140.00	\$130.00	\$110.00	\$95.00	
Total	\$900.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$0.00	\$3,000.00 Total

Walters • Zackria Associates

Architecture • Engineering • Planning

Abbas H. Zackria, CSI
President

EXHIBIT C

CITY OF POMPANO BEACH KESTER PARK PROJECT

ARCHITECTURAL DESIGN AND ENGINEERING CONSULTING SERVICES

WALTERS ZACKRIA ASSOCIATES, PLLC SALARY COSTS

TITLE	HOURLY RATE
Registered Architect	\$ 200.00
Project Manager 1	\$ 150.00
Project Manager 2	\$ 140.00
Project Manager 3 / Site Inspector	\$ 130.00
Cad Operator Level 1	\$ 115.00
Administrative	\$ 95.00

Rates are effective from 1-1-15 to 12-31-15.

Rates are subject to increase after the effective period. Hourly rates may be adjusted annually after the first full year of this AGREEMENT. In no instance may any adjustment exceed 5% in any one year.

Meeting Date: June 23, 2015

Agenda Item 5

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. 7 IN THE AMOUNT OF \$49,994.00 FOR ENGINEERING DESIGN, PERMITTING AND BIDDING SERVICES RELATING TO AREA D SANITARY SEWER SYSTEM PURSUANT TO THE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Mathews Consulting, Inc. previously completed the City of Pompano Beach Wastewater Master Plan in April 2012. The purpose of the Master Plan was to evaluate the existing wastewater utility system and make recommendations for necessary improvements. The City's wastewater service area is predominately sewered, with only a few pockets of non-sewered areas remaining. One of these areas which requires sewer is referred to as "Area D" (Martin Luther King Blvd, east of the Turnpike and west of NW 27th Ave). This work order is for engineering design, permitting and bidding services.



Accomplishing this item supports achieving Initiative 1.5, "Improve solid waste and wastewater disposal 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: 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: \$49,994 from CIP 15-260, Account No. 420-7538-535-6503

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Utilities	<u>6/3/15</u>	APPROVE	
City Attorney	<u>6/8/15</u>	APPROVE	
Finance	<u>6/8/15</u>	APPROVE	
Budget	<u>6-19-15</u>	APPROVE	

Advisory Board
 Development Services Director
 City Manager

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-903
April 28, 2015

TO: John Sfiropoulos, P.E., Civil Engineer III
FROM: Gordon B. Linn, City Attorney
RE: Mathew's Consulting, Inc. – Area D Sanitary Sewer System

Pursuant to your memorandum dated April 28, 2015, Utilities Administration Memorandum No. 15-114, I have prepared and attached the following form of Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. 7 IN THE AMOUNT OF \$49,994.00 FOR ENGINEERING DESIGN, PERMITTING AND BIDDING SERVICES RELATING TO AREA D SANITARY SEWER SYSTEM PURSUANT TO THE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.

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

GORDON B. LINN

/jrm
l:cor/util/2015-903

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. 7 IN THE AMOUNT OF \$49,994.00 FOR ENGINEERING DESIGN, PERMITTING AND BIDDING SERVICES RELATING TO AREA D SANITARY SEWER SYSTEM PURSUANT TO THE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Work Authorization between the City of Pompano Beach and Mathews Consulting, Inc. relating to Area D Sanitary Sewer System, a copy of which Work Authorization is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Work Authorization between the City of Pompano Beach and Mathews Consulting, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/jrm
4/28/15
l:reso/2015-318

The services rendered pursuant to this Work Authorization No. WA-07 are in accordance with the terms and conditions of the Agreement for Professional Services between the City of Pompano Beach and Mathews Consulting, Inc. originally dated November 29, 2010 and approved by City Resolution No. 2011-64, with fourth Amendment for additional one year extension on November 10, 2014.

Work Authorization No. 7 – Area D Sanitary Sewer System

A. Background

Mathews Consulting, Inc. (Consultant) completed the City of Pompano Beach (CITY) Wastewater Master Plan in April 2012. The purpose of the Wastewater Master Plan was to evaluate the existing wastewater utility system (with focus on the wastewater lift stations, force main and transmission system) and to make recommendations for necessary improvements needed to maintain adequate level of service for the anticipated 20-year planning period. The CITY's wastewater service area is predominantly sewer, with only a few pockets of non-sewered areas still existing within the CITY. One of these areas is referred to as Area D – Martin Luther King Blvd, east of the Turnpike (Refer to **Exhibit 1** for Project Location Map). The CITY desires to provide conventional gravity sewer system to this area. This unsewered area occupies approximately 21 acres along Martin Luther King Boulevard, east of the Turnpike and west of NW 27th Avenue. This area is occupied by a few commercial/entertainment businesses. Since these properties cover a medium sized area with adequate access to public streets, serving the entire area with a single gravity sewer system is practical.

The design elements are assumed to include the following:

- One (1) new packaged MOPS submersible lift station and control panel. Lift station fence and gate.
- Electrical design shall be provided for the lift station. The lift station will not have any telemetry/RTU. This shall include coordination with FPL service planner in providing service to the lift station location.
- Approximately 1,650 LF of 8-inch gravity sanitary sewer, seven (7) manholes and six (6) sewer laterals & clean-outs.
- Approximately 800 LF of 3 to 4-inch force main and fittings. Connect to existing force main along Martin Luther King Blvd.
- Roadway trench repair.

Final pipeline routing may decrease or increase the pipeline length estimates accordingly.

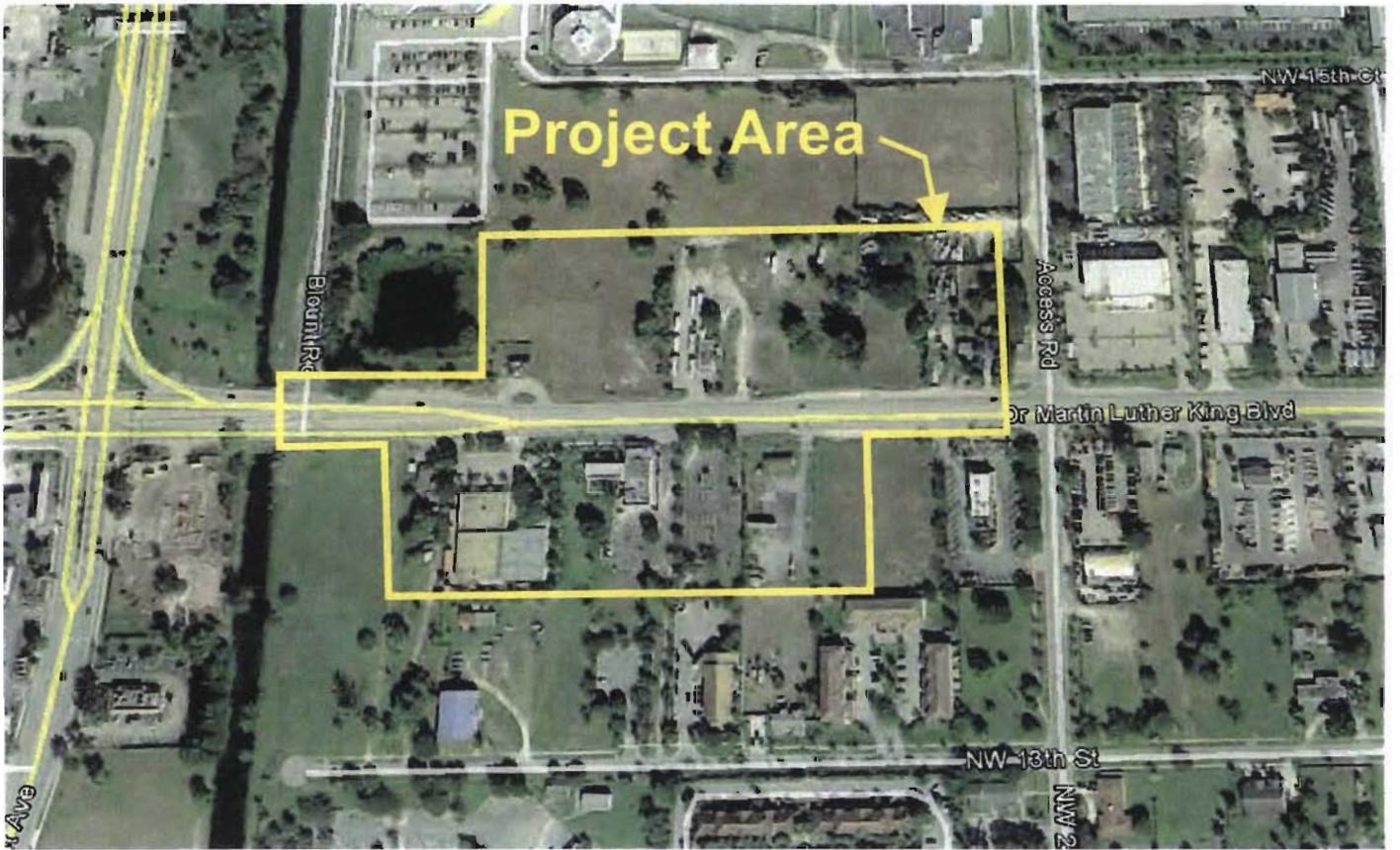
B. Scope of Services

The Engineering Services of Mathews Consulting, Inc. (CONSULTANT) shall include the following tasks:

- Task 1 – Project Management
- Task 2 – Data Collection
- Task 3 – Design
- Task 4 – Permitting
- Task 5 – Bidding

The specific scope of services to be provided by CONSULTANT in this Work Authorization includes the following:

**EXHIBIT 1
PROJECT LOCATION MAP**



Task 1 – Project Management

Subtask 1.1 Design Workshop Meetings

CONSULTANT shall attend one (1) kick-off meeting and two (2) design workshop meetings with the CITY and provide a written summary of the issues discussed.

Subtask 1.2 Coordination with Property Owners / Keith & Associates

CONSULTANT shall coordinate with each of the property owners for the location of their existing septic tanks and to determine the location of the sanitary sewer lateral and clean-out. CONSULTANT shall also coordinate this sanitary sewer design with the City's CRA Engineer (Keith & Associates), who is currently preparing a streetscape design along Martin Luther King Blvd.

Task 2 - Data Collection

Subtask 2.1 Topographical Survey

CONSULTANT shall furnish the services of a professional surveyor to provide survey services consisting of field topography and horizontal locations referenced by baseline stationing. This control will be referenced using the 1983 NAVD/2007 NSR datum. All existing facilities and utilities within the full right-of-way of the design limits will be referenced by baseline station with an offset distance (left or right) from the baseline for the project and will include the following:

1. Topography survey at 50-foot intervals and at major ground elevation changes to depict existing ground profile at proposed project area. All topographical surveys shall have stationing established from south to north and west to east where applicable. This shall be accomplished by creating a baseline in the field to collect pertinent data which shall include the following:
 - a. Location of all visible fixed improvements within the right-of-way (including 10-feet back on each side of the right-of-way) of the project limits, including physical objects, roadway pavement, driveways, sidewalks, curb, trees, railway tracks, canals, bridges, signs, fences, power poles, buildings, and other encumbrances, including point of curvature and point of tangency.
 - b. Location of all known above and below ground existing utilities: FP&L, AT&T, Cable TV, Natural Gas, Potable Water (pipe diameter, TOP, valves, fire hydrants, and meters), Force Mains (pipe diameter, TOP, and valves), Reclaimed Water (pipe diameter, TOP, and valves), Sanitary Sewer (pipe diameter, manhole inverts and direction, rim elevations, laterals, and clean-outs), Storm Sewers (pipe diameter, manhole inverts and direction, catch basins, and rim/grate elevations), and all other accessible structures.

This will include coordination with Sunshine and City of Pompano Beach.

- c. Identify platted rights-of-way (including bearing and distances for centerline), lot numbers, house address, ownership lines (per property tax information provided by City), block numbers and dedicated easements.

- d. Elevations shall be indicated every 50 feet, at a minimum, to indicate centerline grades, edge of pavement grades and shoulder grades, low points and all right-of-way lines. Intermediate grades shall be indicated at all grade breaks, driveways and sidewalks.
 - e. The survey shall include topography of the complete intersection, 50 feet beyond radius returns, at the intersection end of each street.
 - f. Provide and reference benchmarks at **maximum 600-foot intervals**. Elevations to be referenced to an existing established City or County Benchmark.
2. CONSULTANT shall “ground truth” the survey by walking the site and comparing the completed survey with existing conditions.
 3. The above topographical survey data will be prepared in AutoCAD (Version 2013) format at a scale of 1"=20'.

Subtask 2.2 Geotechnical

CONSULTANT shall furnish the services of a professional geotechnical engineer to provide subsurface investigations (data shall be incorporated into the design documents) of the project area that will include:

- Perform up to two (2) standard penetration test (SPT) borings to an average depth of fifteen (15) feet and one (1) SPT to a depth of twenty-five (25) feet at the lift station.
- Evaluate field data collected and provide geotechnical engineering evaluation report (signed and sealed).

Subtask 2.3 Field Verification (soft digs)

CONSULTANT shall furnish the services of a professional underground services company to provide underground field locations of affected existing utilities. The work shall consist of measuring and recording the approximate horizontal, vertical, width and depth data of affected utilities within the project limits. It is estimated that approximately seventeen (17) utility locations will need to be pot-holed. The cost of providing the professional underground services company will be treated as a utility allowance with an authorized upper limit (\$5,000).

Task 3 - Design Services

The CONSULTANT will provide professional engineering services to the CITY for the installation of new Sanitary Sewer System within the project area. The work will include preparation of Drawings and Specifications to be used for bidding and construction.

Subtask 3.1 Utility Coordination

Coordination with utility agencies (electric, phone, gas, cable TV, and fiber optics, etc.) shall be performed to collect record information. This Subtask includes reconciling apparent discrepancies between record information and existing photographic and field-verification information.

Subtask 3.2 Pipeline Corridor Analysis

Field reconnaissance of the anticipated pipeline corridor shall be performed. Photograph long walk-through will be included. Potential existing conflicts will be identified.

Subtask 3.3 Design Drawings

Preparation of construction documents shall include contract drawings and technical specifications. Contract drawings shall include: cover sheet, general notes, plan/profile drawings, and miscellaneous detail sheets. The drawing scale shall be 1-inch equals 20 feet for pipeline plan and 1-inch equals 2 feet for pipeline profile. CONSULTANT shall prepare the engineering design elements on topographic survey information in an AutoCAD release 2013 format and the layering system for design elements shall be CONSULTANT's standard. Drawings shall be submitted for CITY review at 50% (plan/profile) and 100% (plan/profile) stages. CONSULTANT shall meet with the CITY to discuss comments, and incorporate comments into final documents. CONSULTANT shall furnish with the 100% design drawings, one (1) set of AutoCAD Version 2013 files in electronic format on CD.

Subtask 3.4 Technical Specifications

Specifications are to be prepared by CONSULTANT for bidding purposes for the reuse water main. The Front-End Contract Documents are to be prepared by the CITY. Specifications shall be submitted for CITY review at 50% and 100% stages. CONSULTANT shall meet with the CITY to discuss comments, and incorporate comments into final documents.

Subtask 3.5 Construction Cost Opinion

An opinion of probable construction cost will be prepared for the 50% and 100% drawings and specifications. The cost estimate format will be consistent with the bid proposal tabulation sheet for the project. The cost opinion will be provided to the CITY during the 50% and 100% design reviews.

Subtask 3.6 Quality Assurance

CONSULTANT shall provide internal QA/QC reviews on the 50% and 100% Design Documents (e.g. drawings, specifications, and cost estimates).

Task 4 - Permitting

During the Design Phase the CONSULTANT shall meet with the potential permitting and other interested agencies to determine all potential design permitting requirements. Agencies anticipated to have interest in the project include:

- Broward County Planning and Environmental Regulation Division (Application to Construct a Wastewater Collection/Transmission System).

Permit applications shall be completed for each of the permitting agencies. Associated permit application fees shall be determined by CONSULTANT and paid by CITY. Services do not include preparing permit application for SFWMD construction dewatering permit (Contractor will be required to secure this permit if needed for construction).

In addition to preparing the permit applications for appropriate agencies, CONSULTANT shall assist CITY in consultations with the appropriate authorities. Consultation services shall include the following:

- Attend up to one (1) pre-application meeting with the staff of each regulatory agency.
- Attend up to one (1) meeting with each of the regulatory agencies during review of the final permit applications.
- Respond to request(s) for additional information from each regulatory agency.

Subtask 4.1 Broward County P&ERD Permitting

CONSULTANT shall prepare and submit Broward County "Application to Construct a Wastewater Collection/Transmission System Permit".

Task 5 - Bid Phase Services**Subtask 5.1 Bid Coordination**

Prepare Contract Document packages (i.e. drawings and specification) for CITY advertisement and bidding purposes. Drawings to be full size (22" x 34") format. Consultant shall also provide the City with a copy of Contract Documents in pdf format.

Subtask 5.2 Pre-Bid Conference

CONSULTANT shall prepare agenda and conduct pre-bid conference with interested contractors and CITY staff. CONSULTANT shall prepare and distribute meeting minutes.

Subtask 5.3 Bid Clarification

Respond to questions from prospective bidders and suppliers. CONSULTANT shall issue addenda and shall provide supplemental information or clarification as appropriate, to interpret, clarify, or expand the bidding documents to all prospective bidders during the bid period.

Subtask 5.4 Contract Award

CONSULTANT shall attend the bid opening, review bid packages received, prepare bid tabulation sheet and recommend award.

Subtask 5.5 Conformed Contract Documents

CONSULTANT shall prepare conformed Contract Documents for use by the Contractor and CITY during construction.

C. Assumptions

In addition to, the work items discussed above, the following assumptions were made in establishing the scope of this Work Authorization and associated fee. Changes and/ or modifications in the above work items or these assumptions are considered an Additional Services Item under the terms of the contract. Assumptions include:

1. The scope and budget are based on the design, permitting and bidding of a gravity sewer system only. If additional underground utilities are added to the project, an Amendment to this Work Authorization will be executed for this work.
2. CITY will provide CONSULTANT available record drawings of existing facilities and proposed facilities within the project area prior to the NTP date.

3. CITY personnel will assist in field verification of affected existing CITY utilities. **This includes painting the locations of water mains & services, raw water mains, sanitary sewers and laterals, reuse pipes and force mains in the field for the surveyor in a timely manner.**
4. The CITY will provide CONSULTANT an electronic version of "front end" contract documents in MICROSOFT "WORD" version format.
5. Surveying and legal work necessary to prepare document for and to secure easements (temporary for construction and/or permanent) required for installation of the piping and improvements is the responsibility of the CITY.
6. The CITY is responsible for all permitting fees, including costs of public notification in local newspapers.
7. The CITY will provide CONSULTANT an electronic version of latest CITY standard details in AUTOCAD Version 2013 format.
8. A single bidding effort is assumed for the project. Re-bidding of the project is considered an Additional Services item.
9. The design is to be based on the federal, state and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item.
10. Scope of work assumes reclaimed water meter box will be brought to each user's property line.

D. Additional Services

Consultant shall provide additional engineering services relating to the provision of surveying, geotechnical, utility locates, reuse water improvements to the project area that are not covered under this Work Authorization. These additional services may be required due to uncertainties discovered during survey, soils, investigations, field verification of existing facilities and conditions, and potential property or easement acquisitions.

Services performed under this task will be on as-directed basis in accordance with a written Notice-to-Proceed from the City Manager. The Notice-to-Proceed issued shall contain the following information and requirements.

A detailed description of the work to be undertaken.

A budget establishing the amount of the fee to be paid in accordance with the Agreement.

A time established for completion of the work.

E. Obligations of the CITY

1. The CITY shall provide the CONSULTANT in a timely manner, record data and information related to the reuse system, sewer system, water distribution system, raw water system, stormwater system and streets within the project as necessary for the performance of services specified herein. This includes painting the locations of the water mains and services, raw water mains, sanitary sewers and laterals, force mains, reuse mains and stormwater facilities in the field for the surveyor within 5 calendar days of Notice-to-Proceed.
2. With assistance by CONSULTANT, as described herein, the CITY, as applicant shall obtain approvals and permits from all governmental authorities having jurisdiction over the project. The CITY is responsible for the payment of all permit application fees.

F. Compensation

Compensation by the CITY to the CONSULTANT for all tasks will be on a Not-to-Exceed (time utilized) basis in accordance with the terms and conditions of the Agreement for Professional Services between the City of

Pompano Beach and Mathews Consulting, Inc., dated November 29, 2010 and approved by City Resolution #2011-64. The estimated compensation for the services described in this Work Authorization is **\$49,994.00** as shown in **Table 1** below and further detailed in **Attachment A**.

TABLE 1: LABOR AND EXPENSE SUMMARY.

<u>Engineering Services</u>	<u>Estimated Fees</u>
Task 1 – Project Management	\$ 2,956.00
Task 2 – Data Collection	\$ 16,841.00
Task 3 – Design Services	\$ 25,299.00
Task 4 – Permitting	\$ 1,156.00
Task 5 – Bidding	\$ 2,742.00
Reimbursables (NTE)	\$ 1,000.00
TOTAL PROJECT COST	\$ 49,994.00

G. Schedule

The completion dates for this work will be as follows (starting at time that CONSULTANT receives the hardcopy of the executed Contract). Refer to **Attachment B**.

Engineering Services	Time per Phase	Cumulative Time
Task 1 – Project Management	On-going	On-going
Task 2 – Data Collection	10 weeks	10 weeks
Task 3 – Design	10 weeks	12 weeks
Task 4 – Permitting	4 weeks ⁽¹⁾	16 weeks
Task 5 – Bidding	8 weeks	24 weeks

⁽¹⁾ Estimated, based upon usual regulatory agency review period.

H. Deliverables

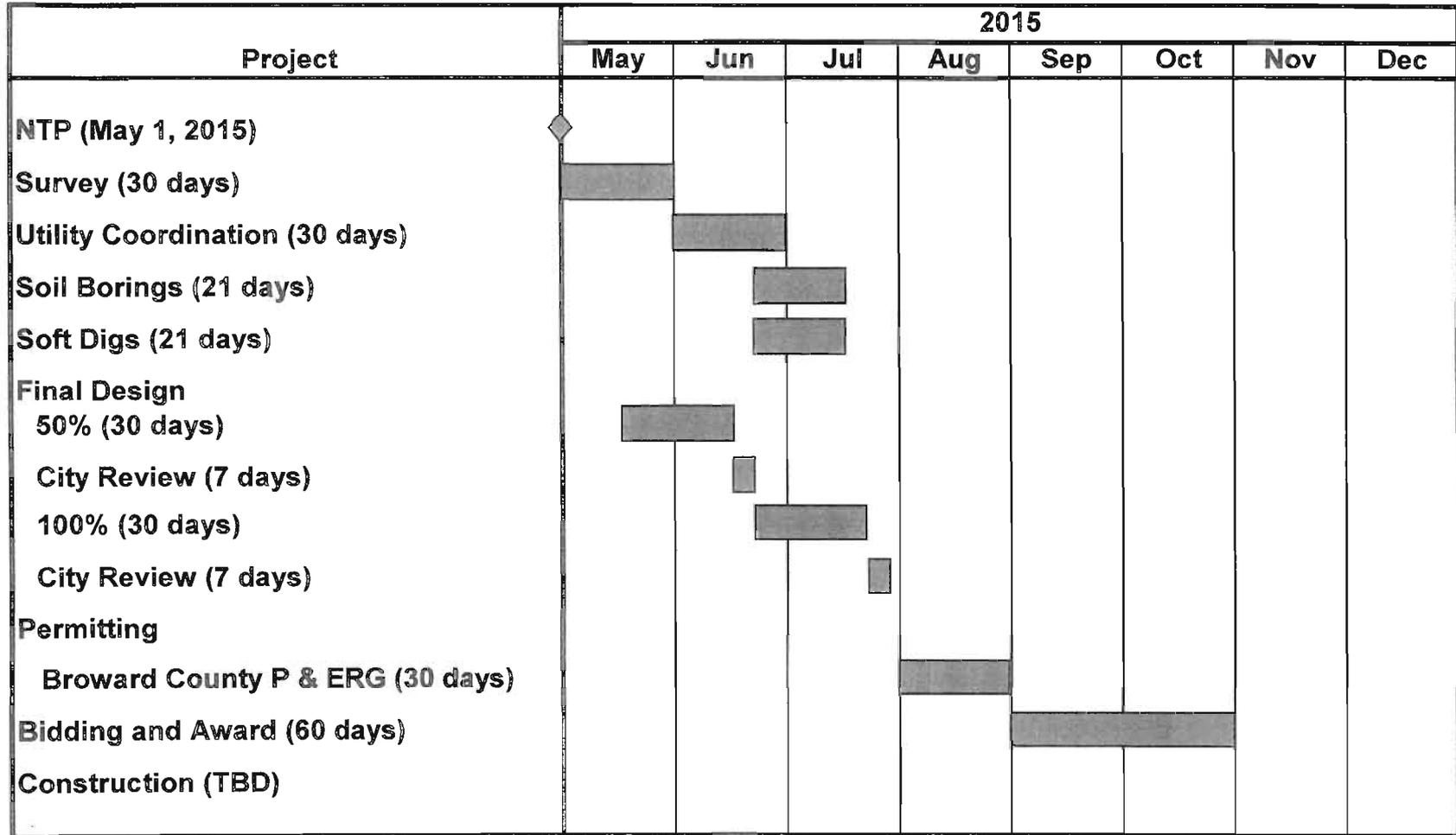
TASKS	DELIVERABLES	QUANTITY
3 Design	50% Drawings & Specs 100% Drawings & Specs Cost Estimate @ 50% and 100%	3 – Sets (22" x 34") 3 – Sets (22" x 34") 3 – Sets
4 Permitting	Permit Application Package(s)	4 – Sets Each Permit
5 Bidding	Bid Sets	10 – Sets (22" x 34")
5 Conformed Documents	City Sets Contractor Construction Sets	3 – Sets (22" x 34") 5 – Sets (22" x 34")

Attachment A
City of Pompano Beach
Area D Sanitary Sewer System

Engineering Fee Proposal

Task No.	Task Description	Labor Classification and Hourly Rates						Total Labor	Sub-Consultant Services
		Principal Engineer \$152.34	Senior Project Engineer \$139.73	Engineer I \$114.52	Senior Eng. Tech. \$102.96	Senior Inspector \$105.06	Clerical \$62.53		
1	Project Management								
1.1	Design Workshop Meetings	9	7				3	\$2,537	
1.2	Coordination with Property Owners		3					\$419	
	Subtotal Task 1	9	10	0	0	0	3	\$2,956	\$0
2	Data Collection								
2.1	Topographical Survey	1		3	4			\$908	\$7,000
2.2	Geotechnical	1						\$152	\$1,800
2.3	Field Verification (soft-digs)	1	1		3			\$601	\$5,000
	Subtotal Task 2	3	1	3	7	0	0	\$1,661	\$13,800
3	Design Services								
3.1	Utility Coordination	1		2	6			\$999	
3.2	Pipeline Corridor Analysis		2	6				\$967	
3.3a	50% Design Drawings	2	8	15	25			\$5,714	\$3,000
3.3c	100% Design Drawings	2	5	15	20			\$4,780	\$3,000
3.4	Technical Specifications (50%, 75% & 100%)	15					15	\$3,223	
3.5	Construction Cost Opinion (50%, 75% & 100%)	3		15				\$2,175	
3.6	Quality Assurance					8		\$840	
	Subtotal Task 3	23	15	53	51	8	15	\$18,699	\$6,000
4	Permitting								
4.1	Broward County P&ERD	1	6		1		1	\$1,156	
	Subtotal Task 4	1	6	0	1	0	1	\$1,156	\$0
5	Bidding								
5.1	Prepare Bid Documents	1			2		2	\$483	
5.2	Pre-Bid Conference	3					1	\$520	
5.3	Bid Clarification	1	1		1		1	\$458	
5.4	Contract Award	1				3	1	\$530	
5.5	Conformed Contract Documents	1			4		3	\$752	
	Subtotal Task 5	7	1	0	7	3	8	\$2,742	\$0
	Labor Subtotal Hours	43	33	56	66	11	27		
	Labor Subtotal Costs	\$6,551	\$4,611	\$6,413	\$6,795	\$1,156	\$1,688	\$27,214	\$19,800
	Labor Total Costs	\$27,214							
	Subconsultant Costs Total	\$19,800							
	Subconsultant Multiplier	1.1							
	Subconsultant Total	\$21,780							
	Reimbursable Expenses	\$1,000							
	Project Total	\$49,994							

Area D Sanitary Sewer System - Project Schedule



Witnesses:

[Handwritten Signature]

[Handwritten Signature]

CONSULTANT:

MATHEWS CONSULTING, INC.

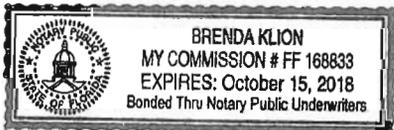
By:

[Handwritten Signature]
Rene L. Mathews, P.E., President
477 S. Rosemary Avenue, Suite 330
West Palm Beach, FL 33401

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instruments were acknowledged before me this 13th day of April, 2015, by **RENE MATHEWS** as President of Mathews Consulting, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

Notary's Seal:



[Handwritten Signature]
Notary Public, State of Florida

Brenda Klion
(Name of Acknowledger Typed, Printed or Stamped)

FF 168833
Commission Number

“City”:

CITY OF POMPANO BEACH

Witnesses:

By: _____
Lamar Fisher, Mayor

By: _____
Dennis W. Beach, City Manager

Attest:

Asceleta Hammond
City Clerk

(Seal)

Approved as to Form:

Gordon B. Linn
City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2015, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** 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

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. 8 IN THE AMOUNT OF \$19,950.00 FOR ENGINEERING DESIGN AND PERMITTING SERVICES RELATED TO LIBERTY PARK SEWER IMPROVEMENTS PURSUANT TO THE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Liberty Park (just east of I-95 and south of Copans) has existing sanitary sewer gravity mains located on private property which are in the rear of the properties. As a result, accessing the manholes for maintenance is challenging. To effectively maintain this sewer system, the installation of five (5) manholes into the existing sanitary sewer located within City right-of-way is required. This will enable City personnel to utilize the newly installed manholes to access when televising, cleaning, and lining of the mains is required. This work order is for the design and permitting of the proposed manholes.



Accomplishing this item supports achieving Initiative 1.5, "Improve solid waste and wastewater disposal 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: 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: \$19,950 from CIP 02-828, Acct No. 420-7206-535-6501

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Utilities	<u>6/3/15</u>	APPROVE	<u>[Signature]</u>
City Attorney	<u>6/8/15</u>	APPROVE	<u>[Signature]</u>
Finance	<u>6/8/15</u>	APPROVE	<u>[Signature]</u>
Budget	<u>6-11-15</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 #2015-904

April 28, 2015

TO: John Sfiropoulos, P.E., Civil Engineer III
FROM: Gordon B. Linn, City Attorney
RE: Mathew's Consulting, Inc. – Liberty Park Sewer Improvements

Pursuant to your memorandum dated April 28, 2015, Utilities Administration Memorandum No. 15-115, I have prepared and attached the following form of Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. 8 IN THE AMOUNT OF \$19,950.00 FOR ENGINEERING DESIGN AND PERMITTING SERVICES RELATING TO LIBERTY PARK SEWER IMPROVEMENTS PURSUANT TO THE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.

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

GORDON B. LINN

/jrm
l:cor/util/2015-904

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. 8 IN THE AMOUNT OF \$19,950.00 FOR ENGINEERING DESIGN AND PERMITTING SERVICES RELATING TO LIBERTY PARK SEWER IMPROVEMENTS PURSUANT TO THE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Work Authorization between the City of Pompano Beach and Mathews Consulting, Inc. relating to Liberty Park Sewer Improvements, a copy of which Work Authorization is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Work Authorization between the City of Pompano Beach and Mathews Consulting, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

The services rendered pursuant to this Work Authorization No. WA-08 are in accordance with the terms and conditions of the Agreement for Professional Services between the City of Pompano Beach and Mathews Consulting, Inc. originally dated November 29, 2010 and approved by City Resolution No. 2011-64, with fourth Amendment for additional one year extension on November 10, 2014.

Work Authorization No. 8 – Liberty Park Sewer Improvements

A. Background

The City of Pompano Beach (CITY) is not able to properly clean the existing gravity sanitary sewer system located in the Liberty Park area because the existing sanitary manholes are located in backyard easements (Refer to **Exhibit 1** for Project Location Map). The CITY would like to have five (5) sanitary doghouse style manholes cut into the existing 8-inch sanitary sewers. The new sanitary manholes would be located within the right-of-way on the following roads:

- NW 21st Street
- NW 20th Court
- NW 20th Street
- NW 19th Street
- NW 6th Avenue

B. Scope of Services

The Engineering Services of Mathews Consulting, Inc. (CONSULTANT) shall include the following tasks:

- Task 1 – Project Management
- Task 2 – Data Collection
- Task 3 – Design
- Task 4 – Permitting

The specific scope of services to be provided by CONSULTANT in this Work Authorization includes the following:

Task 1 – Project Meetings

Subtask 1.1 Design Workshop Meetings

CONSULTANT shall attend one (1) kick-off meeting and one (1) design workshop meetings with the CITY and provide a written summary of the issues discussed.

Task 2 - Data Collection

Subtask 2.1 Topographical Survey

CONSULTANT shall furnish the services of a professional surveyor to provide survey services consisting of field topography for the five (5) areas. This control will be referenced using the 1983 NAVD/2007 NSR datum. All existing facilities and utilities within the full right-of-way of the design limits will be obtained.

**EXHIBIT 1
PROJECT LOCATION MAP**



- CONSULTANT shall "ground truth" the survey by walking the site and comparing the completed survey with existing conditions.
- The above topographical survey data will be prepared in AutoCAD (Version 2013) format at a scale of 1"=20'.

Subtask 2.2 Geotechnical

CONSULTANT shall furnish the services of a professional geotechnical engineer to provide subsurface investigations (data shall be incorporated into the design documents) of the project area that will include:

- Perform up to two (2) standard penetration test (SPT) borings to an average depth of fifteen (15) feet.
- Evaluate field data collected and provide geotechnical engineering evaluation report (signed and sealed).

Subtask 2.3 Field Verification (soft digs)

CONSULTANT shall furnish the services of a professional underground services company to provide underground field locations of affected existing utilities. The work shall consist of measuring and recording the approximate horizontal, vertical, width and depth data of affected utilities within the project limits. It is estimated that approximately seven (7) utility locations will need to be pot-holed. The cost of providing the professional underground services company will be treated as a utility allowance with an authorized upper limit (\$2,000).

Task 3 - Design Services

The CONSULTANT will provide professional engineering services to the CITY for the installation of new Sanitary Manholes within the project area. The work will include preparation of Drawings and Specifications to be used for bidding and construction.

Subtask 3.1 Utility Coordination & Corridor Analysis

Coordination with utility agencies (electric, phone, gas, cable TV, and fiber optics, etc.) shall be performed to collect record information. This Subtask includes reconciling apparent discrepancies between record information and existing photographic and field-verification information.

Field reconnaissance of the anticipated project corridor shall be performed. Photograph long walk-through will be included. Potential existing conflicts will be identified.

Subtask 3.2 Design Drawings

Preparation of construction documents shall include contract drawings and technical specifications. Contract drawings shall include: cover sheet, general notes, plan/profile drawings, and miscellaneous detail sheets. CONSULTANT shall prepare the engineering design elements on topographic survey information in an AutoCAD release 2013 format and the layering system for design elements shall be CONSULTANT's standard. Drawings shall be submitted for CITY review at 50% (plan/profile) and 100% (plan/profile) stages. CONSULTANT shall meet with the CITY to discuss comments, and incorporate comments into final documents. CONSULTANT shall furnish with the 100% design drawings, one (1) set of AutoCAD Version 2013 files in electronic format on CD.

Subtask 3.3 Technical Specifications

Specifications are to be prepared by CONSULTANT for bidding purposes for the project. The Front-End Contract Documents are to be prepared by the CITY. Specifications shall be submitted for CITY review at 50% and 100% stages. CONSULTANT shall meet with the CITY to discuss comments, and incorporate comments into final documents.

Subtask 3.4 Construction Cost Opinion

An opinion of probable construction cost will be prepared for the 50% and 100% drawings and specifications. The cost estimate format will be consistent with the bid proposal tabulation sheet for the project. The cost opinion will be provided to the CITY during the 50% and 100% design reviews.

Subtask 3.5 Quality Assurance

CONSULTANT shall provide internal QA/QC reviews on the 50% and 100% Design Documents (e.g. drawings, specifications, and cost estimates).

Task 4 - Permitting

During the Design Phase the CONSULTANT shall meet with the potential permitting and other interested agencies to determine all potential design permitting requirements. Agencies anticipated to have interest in the project include:

- Broward County Planning and Environmental Regulation Division (Application to Construct a Wastewater Collection/Transmission System).

Permit applications shall be completed for each of the permitting agencies. Associated permit application fees shall be determined by CONSULTANT and paid by CITY. Services do not include preparing permit application for SFWMD construction dewatering permit (Contractor will be required to secure this permit if needed for construction).

In addition to preparing the permit applications for appropriate agencies, CONSULTANT shall assist CITY in consultations with the appropriate authorities. Consultation services shall include the following:

- Attend up to one (1) pre-application meeting with the staff of each regulatory agency.
- Attend up to one (1) meeting with each of the regulatory agencies during review of the final permit applications.
- Respond to request(s) for additional information from each regulatory agency.

Subtask 4.1 Broward County P&ERD Permitting

CONSULTANT shall prepare and submit Broward County "Application to Construct a Wastewater Collection/Transmission System Permit".

C. Assumptions

In addition to, the work items discussed above, the following assumptions were made in establishing the scope of this Work Authorization and associated fee. Changes and/ or modifications in the above work items or these assumptions are considered an Additional Services Item under the terms of the contract. Assumptions include:

1. The scope and budget are based on the design and permitting for five (5) sanitary manholes only. If additional underground utilities are added to the project, an Amendment to this Work Authorization will be executed for this work.
2. The project is assumed to be bid as part of Work Authorization No. 6 – Area D Sanitary Sewer System.
3. CITY will provide CONSULTANT available record drawings of existing facilities and proposed facilities within the project area prior to the NTP date.
4. CITY personnel will assist in field verification of affected existing CITY utilities. **This includes painting the locations of water mains & services, raw water mains, sanitary sewers and laterals, reuse pipes and force mains in the field for the surveyor in a timely manner.**
5. The CITY will provide CONSULTANT an electronic version of "front end" contract documents in MICROSOFT "WORD" version format.
6. Surveying and legal work necessary to prepare document for and to secure easements (temporary for construction and/or permanent) required for installation of the piping and improvements is the responsibility of the CITY.
7. The CITY is responsible for all permitting fees, including costs of public notification in local newspapers.
8. A single bidding effort is assumed for the project. Re-bidding of the project is considered an Additional Services item.
9. The design is to be based on the federal, state and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item.

D. Additional Services

Consultant shall provide additional engineering services relating to the provision of surveying, geotechnical, utility locates, reuse water improvements to the project area that are not covered under this Work Authorization. These additional services may be required due to uncertainties discovered during survey, soils, investigations, field verification of existing facilities and conditions, and potential property or easement acquisitions.

Services performed under this task will be on as-directed basis in accordance with a written Notice-to-Proceed from the City Manager. The Notice-to-Proceed issued shall contain the following information and requirements.

A detailed description of the work to be undertaken.

A budget establishing the amount of the fee to be paid in accordance with the Agreement.

A time established for completion of the work.

E. Obligations of the CITY

1. The CITY shall provide the CONSULTANT in a timely manner, record data and information related to the reuse system, sewer system, water distribution system, raw water system, stormwater system and streets within the project as necessary for the performance of services specified herein. This includes painting the locations of the water mains and services, raw water mains, sanitary sewers and laterals, force mains, reuse mains and stormwater facilities in the field for the surveyor within 5 calendar days of Notice-to-Proceed.
2. With assistance by CONSULTANT, as described herein, the CITY, as applicant shall obtain approvals and permits from all governmental authorities having jurisdiction over the project. The CITY is responsible for the payment of all permit application fees.

F. Compensation

Compensation by the CITY to the CONSULTANT for all tasks will be on a Not-to-Exceed (time utilized) basis in accordance with the terms and conditions of the Agreement for Professional Services between the City of Pompano Beach and Mathews Consulting, Inc., dated November 29, 2010 and approved by City Resolution #2011-64. The estimated compensation for the services described in this Work Authorization is **\$19,950.00** as shown in **Table 1** below and further detailed in **Attachment A**.

TABLE 1: LABOR AND EXPENSE SUMMARY.

<u>Engineering Services</u>	<u>Estimated Fees</u>
Task 1 – Project Meetings	\$ 914.00
Task 2 – Data Collection	\$ 10,649.00
Task 3 – Design Services	\$ 6,606.00
Task 4 – Permitting	\$ 1,081.00
Reimbursables (NTE)	\$ 700.00
TOTAL PROJECT COST	\$ 19,950.00

G. Schedule

The completion dates for this work will be as follows (starting at time that CONSULTANT receives the hardcopy of the executed Contract). Refer to **Attachment B**.

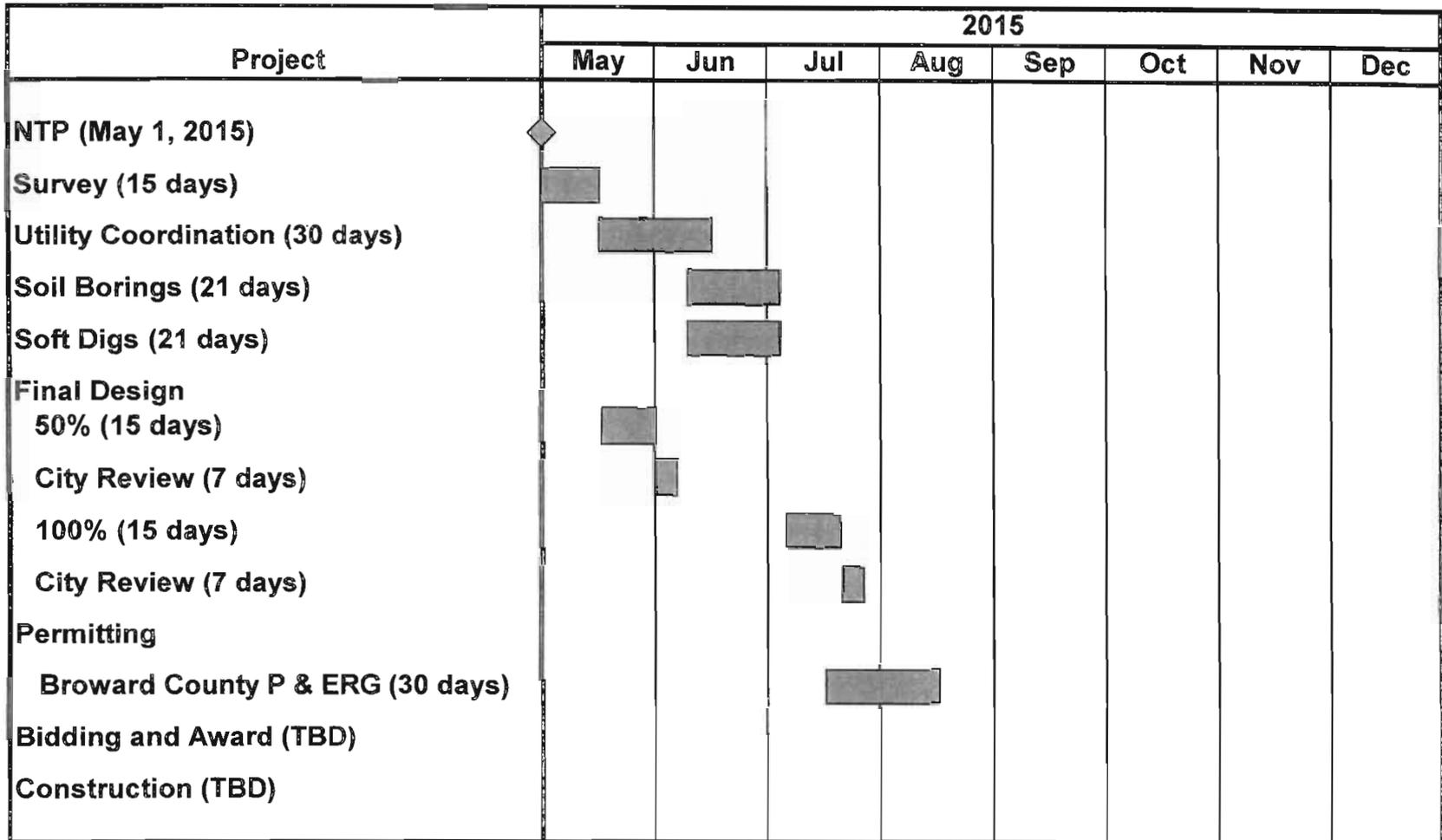
Engineering Services	Time per Phase	Cumulative Time
Task 1 – Project Meetings	On-going	On-going
Task 2 – Data Collection	9 weeks	9 weeks
Task 3 – Design	10 weeks	12 weeks
Task 4 – Permitting	4 weeks ⁽¹⁾	15 weeks

⁽¹⁾ Estimated, based upon usual regulatory agency review period.

H. Deliverables

TASKS	DELIVERABLES	QUANTITY
3 Design	50% Drawings & Specs	3 – Sets (22" x 34")
	100% Drawings & Specs	3 – Sets (22" x 34")
	Cost Estimate @ 50% and 100%	3 – Sets
4 Permitting	Permit Application Package(s)	4 – Sets Each Permit

Liberty Park Sewer Improvements - Project Schedule



Attachment A
City of Pompano Beach
Liberty Park Sewer Improvements

Engineering Fee Proposal

Task No.	Task Description	Labor Classification and Hourly Rates							Total Labor	Sub-Consultant Services
		Principal Engineer \$152.34	Senior Project Engineer \$139.73	Engineer I \$114.52	Senior Eng. Tech. \$102.96	Senior Inspector \$105.06	Clerical \$62.53			
1	Project Meetings									
1.1	Design Workshop Meetings	6							\$914	
	Subtotal Task 1	6	0	0	0	0	0	0	\$914	\$0
2	Data Collection									
2.1	Topographical Survey	1			4				\$564	\$5,000
2.2	Geotechnical	1							\$152	\$1,600
2.3	Field Verification (soft-digs)	1		1	2				\$473	\$2,000
	Subtotal Task 2	3	0	1	6	0	0	0	\$1,189	\$8,600
3	Design Services									
3.1	Utility Coordination & Corridor Analysis	1		3					\$496	
3.2a	50% Design Drawings	2		8	10				\$2,250	
3.2b	100% Design Drawings	2		5	5				\$1,392	
3.3	Technical Specifications (50% & 100%)	7					7		\$1,504	
3.4	Construction Cost Opinion (50% & 100%)	2		3					\$648	
3.5	Quality Assurance						3		\$315	
	Subtotal Task 3	14	0	19	15	3	7	0	\$6,606	\$0
4	Permitting									
4.1	Broward County P&ERD	1	1	4	2		2		\$1,081	
	Subtotal Task 4	1	1	4	2	0	2	0	\$1,081	\$0
	Labor Subtotal Hours	24	1	24	23	3	9			
	Labor Subtotal Costs	\$3,856	\$140	\$2,748	\$2,368	\$315	\$563		\$9,790	\$8,600
	Labor Total Costs	\$9,790								
	Subconsultant Costs Total	\$8,600								
	Subconsultant Multiplier	1.1								
	Subconsultant Total	\$9,460								
	Reimbursable Expenses	\$700								
	Project Total	\$19,950								

CONSULTANT":

MATHEWS CONSULTING, INC.

Witnesses:

[Handwritten signature]

By:

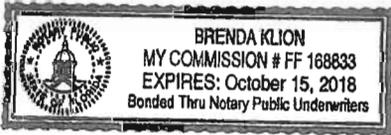
[Handwritten signature]
Rene Mathews, P.E., President
477 S. Rosemary Avenue, Suite 330
West Palm Beach, FL 33401

[Handwritten signature]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instruments were acknowledged before me this 13th day of April, 2015, by **RENE MATHEWS** as President of Mathews Consulting, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

Notary's Seal:



[Handwritten signature]

Notary Public, State of Florida

[Handwritten signature]

(Name of Acknowledger Typed, Printed or Stamped)

FF 168833

Commission Number

“City”:

CITY OF POMPANO BEACH

Witnesses:

By: _____
Lamar Fisher, Mayor

By: _____
Dennis W. Beach, City Manager

Attest:

(Seal)

Asceleta Hammond
City Clerk

Approved as to Form:

Gordon B. Linn
City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

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

Notary's Seal:

Notary Public, State of Florida

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

REQUESTED COMMISSION ACTION:

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Consideration/ Discussion	<input type="checkbox"/> Presentation
---	------------------------------------	--	---	---------------------------------------

SHORT TITLE A resolution of the City Commission approving and authorizing the proper city Officials to execute a first amendment to the license agreement between the City of Pompano Beach and Proserve Concepts, Inc.

Fiscal Impact: None at this time. The original agreement language regarding revenue received by the city is not being amended and will remain the same.

Summary of Purpose and Why:

The original license agreement between the City and Proserve Concepts, Inc. was entered into on March 1, 2012 via Resolution 2012-153. The first amendment to the license agreement is to eliminate the Tennis Pro from overseeing city staff. This is being done to eliminate concerns addressed in the IRS audit regarding contract employees. The original agreement will remain in full force and effect except as specifically amended in the attached agreement.

- (1) Origin of request for this action: Staff initiated
- (2) Primary staff contact: Mark Beaudreau, Recreation Programs Adm. Ext. 4191
- (3) Expiration of contract, if applicable: February 28, 2017
- (4) Fiscal impact and source of funding: This amendment does not pertain to contract revenue. The original agreement provides that the licensee generate a minimum of \$20,000 annually in net revenues to the City. The licensee receives 80% and City receives 20% of the gross revenues generated from all tennis tournaments, licensee's ball machine, and sale of merchandise, tennis lessons and related activities and services offered at the Tennis Pro Shop and on the courts. City receives 100% of all fees collected for yearly memberships, summer memberships and hourly court fees. This section of the agreement will remain the same.

DEPARTMENTAL COORDINATION	DATE
<u>Parks & Recreation</u>	<u>6-10-15</u>
<u>City Attorney</u>	<u>6/11/15</u>

DEPARTMENTAL RECOMMENDATION
Approve

DEPARTMENTAL HEAD SIGNATURE
[Signature]

City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

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



MEMORANDUM

Parks, Recreation & Cultural Arts

MEMORANDUM 15-A080

DATE: June 10, 2015

TO: Dennis Beach, City Manager

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

SUBJECT: Agenda Item – 1st Amendment to License Agreement with Proserve Concepts, Inc.

Please place the attached resolution on the June 23, City Commission Agenda. This is a first amendment to the agreement with Proserve Concepts, Inc. which was adopted on March 1, 2012 via Resolution 2012-153 for Tennis Professional services at the Municipal Tennis Center. The first amendment to the license agreement is to amend the language that allows the Tennis Pro to oversee city staff. This is being done due to concerns addressed in the IRS audit regarding contractual employees. The original agreement will remain in full force and effect except as specifically amended in the attached agreement.

If you have any questions or concerns, please do not hesitate to call me at 954-786-4191.

afh

cc: Scott Moore, Recreation Manager



City Attorney's Communication #2015-984
May 19, 2015

TO: Mark A. Beaudreau, Recreation Programs Administrator
FROM: Fawn Powers, Assistant City Attorney
RE: Resolution and First Amendment to License Agreement

As requested, the above-referenced First Amendment to License Agreement has been prepared and is attached at this time along with the appropriate Resolution captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PROSERVE CONCEPTS, INC.; PROVIDING AN EFFECTIVE DATE.

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

FAWN POWERS

FP/ds
l:cor/recr/2015-984
Attachments

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PROSERVE CONCEPTS, INC.; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a First Amendment to the License Agreement between the City of Pompano Beach and Proserve Concepts, Inc., a copy of which Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment between the City of Pompano Beach and Proserve Concepts, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/ds

5/19/15

L:/reso/2015-351

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE LICENSE AGREEMENT dated the _____ day of _____, 2012, between:

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

and

PROSERVE CONCEPTS, INC., having a mailing address of 5290 NW 53 Avenue, Coconut Creek, Florida 33073, (hereinafter referred to as "LICENSEE")

WHEREAS, the parties entered into an agreement dated March 1, 2012 (the "Original Agreement") whereby the LICENSEE serves as a tennis professional and provides certain goods and services at the Municipal Tennis Center; and

WHEREAS, the CITY and PROSERVE desire to amend certain terms and provisions of the Original Agreement as more particularly described below.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONTRACTOR agree as follows:

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

2. The original Agreement executed on March 1, 2012, shall remain in full force and effect except as specifically amended herein below.

3. The Table of Contents of the Original Agreement shall be amended as follows:

<u>Article</u>	<u>Title</u>	<u>Page</u>
...		
13	Annual Performance Goals and Evaluation	11
14 3	Termination	11
15 4	Equal Opportunity Employment	11
16 5	Public Entity Crimes Act	11
17 6	Notices and Demands	11
18 7	Governing Law and Venue	12
19 8	Contract Administrator	12
20 19	No Contingent Fee	13
21 0	Attorney's Fees	13
22 1	Force Majeure	13
23 2	Waiver and Modification	14
24 3	Relationship between the Parties	14
25 4	Miscellaneous Terms and Conditions	14
26 5	Severability	14
27 6	Approvals	15
28 7	Absence of Conflicts of Interest	15
29 8	Binding Effect	15
30 29	No Waiver of Sovereign Immunity	15
31 30	License not Lease	15
32 31	Entire Agreement and Interpretation	15

4. Article 4 of the Original Agreement shall be amended as follows:

~~LICENSEE shall provide full time, on-site management for the Tennis Center staffing at the Tennis Pro Shop and all its operations consistent with policies adopted by CITY which is specifically required. LICENSEE to at all times perform its obligations under this Agreement in a professional manner and also develop and adhere to written protocols to ensure public resources are properly tracked and appropriated. LICENSEE agrees to follow the policies and directives of the CITY's Recreation Programs Administrator but in the absence thereof, LICENSEE shall exercise its reasonable judgment in discharging its duties hereunder.~~

LICENSEE shall perform the duties set forth below at the Tennis Center depicted in Exhibit C attached hereto and made a part hereof, including such other duties as the CITY may, from time to time, require.

1. ~~LICENSEE shall manage plan, coordinate and direct the overall operations of the Tennis Center and Tennis Pro Shop, including supervising all LICENSEE's tennis instructors, and CITY's cashiers, service and court maintenance workers at the Tennis Center.~~

2. ~~LICENSEE shall be responsible for the general cleanliness of the tennis courts, Tennis Pro Shop and patio, 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. ~~LICENSEE shall supervise CITY staff in the daily maintenance of brushing, lining, and watering the tennis courts as well as overseeing major conditioning of same.~~

4.2. At LICENSEE's sole risk and expense, LICENSEE shall manage and maintain an inventory of tennis related goods and merchandise for public sale at the Tennis Pro Shop located in the Tennis Center Clubhouse.

5.3. In addition to providing items for public sale, LICENSEE may string rackets, rent tennis equipment and provide other services associated with the operation of a Tennis Pro Shop. LICENSEE's provision of all merchandise and services at the Tennis Center, including private and group tennis lessons, shall be offered at competitive prices for the Broward County area as set forth in Exhibit D. LICENSEE must seek and receive written permission from the CITY's Recreation Programs Administrator prior to providing any goods or services not enumerated in Exhibit D.

6.4. 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.

7.5. LICENSEE must obtain written permission from the CITY's Recreation Programs Administrator prior to instituting any price increases and the new Exhibit D must be signed by both parties and kept on file as outlined in Exhibit E of this Agreement.

~~8.6.~~ LICENSEE shall utilize the Tennis Center exclusively for the activities described herein and not allow any part thereof to be used for any immoral or illegal purposes. LICENSEE shall not allow, suffer or permit the Tennis Center to be used for any purpose, business, activity, use or function to which the CITY objects, including gambling.

~~9.7.~~ LICENSEE is responsible for hiring and managing its own staff of tennis instructors sufficient to provide lessons at convenient times for all persons desiring such instruction during the Tennis Center's regular hours of operation. LICENSEE's tennis instructors shall be a minimum of eighteen years old, under LICENSEE's exclusive direction and control and not deemed employees or agents of the CITY.

~~10.8.~~ LICENSEE shall be solely responsible for compensating its tennis instructors 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.

~~11.9.~~ LICENSEE shall be responsible to ensure that its tennis instructors are suitable for employment in a municipal facility in terms of general character, knowledge, ability, public relations potential, manner and conduct.

~~12.10.~~ For each tennis instructor, at LICENSEE's sole expense and prior to allowing any of its tennis instructors to provide services at the Tennis Center, LICENSEE shall (i) provide the CITY's Recreation Programs Administrator a written background check from the United States Professional Tennis Association or (ii) allow the CITY to conduct its own background check. LICENSEE's failure to comply with the obligations of this paragraph shall be deemed a material breach of this Agreement.

~~13.11.~~ LICENSEE shall promptly respond to complaints about its tennis instructors from the CITY and Tennis Center patrons and timely take appropriate disciplinary action as warranted by the circumstances.

~~14.12.~~ LICENSEE shall keep the Tennis Pro Shop open to the public seven (7) days per week in accordance with the Tennis Center's regular hours of operation.

~~15.13.~~ LICENSEE shall develop a comprehensive lesson program for individuals of both sexes which shall include instruction to individuals and adult, junior, beginner, intermediate and advanced tennis clinics. If the participation level of an instruction program or other like activity requires the use of more than three (3) teaching courts, LICENSEE is responsible to promptly notify the CITY's Recreation Programs Administrator who has sole and absolute discretion whether to provide additional courts.

~~16.14.~~ LICENSEE shall provide tennis lessons and sell merchandise to the general public in accordance with the provisions of this Agreement and not discriminate in any manner.

~~17.15.~~ LICENSEE and its employees shall maintain a daily log of court usage that provides the names and times of all persons utilizing the tennis courts which shall at all times be available to CITY personnel.

~~18-16.~~ LICENSEE shall provide a continual tennis challenge ladder for persons desiring that service.

~~19-17.~~ LICENSEE shall immediately inform the CITY's Recreation Program Administrator of any repairs or maintenance necessary to keep all tennis areas in good and safe condition.

~~20-18.~~ LICENSEE shall operate and conduct the business covered by this Agreement in accordance with all applicable federal, state and local laws, including the laws of Broward County and the charter, ordinances and other regulations of the City of Pompano Beach as may now exist or as may hereafter be adopted. LICENSEE, at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the City of Pompano Beach, and be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against LICENSEE's provision of goods and services under this Agreement. Proof of such licenses, approvals and sales tax payments shall be submitted to the CITY's Recreation Programs Administrator upon request.

~~21-19.~~ Whenever LICENSEE's tennis professional, Edward V. Sposa, is absent from the Tennis Center, he shall delegate his responsibilities to LICENSEE's other tennis instructors to ensure proper coverage at the Tennis Center during any such absence. LICENSEE understands and agrees that Edward V. Sposa is required to be present and working a minimum of forty (40) hours per week at the Tennis Center. LICENSEE also understands and agrees that Edward V. Sposa is required to be "on call" during all times the Tennis Center is in operation. It is LICENSEE's responsibility to notify the CITY's Recreation Programs Administrator in writing of any expected absence of Edward V. Sposa as well as the identity of his replacement.

~~22-20.~~ 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.

~~23-21.~~ Pursuant to CITY-sponsored programs and at times designated by CITY, LICENSEE shall, at no cost to CITY or participants, provide twenty (20) hours of youth instruction each year of this Agreement.

~~24-22.~~ LICENSEE and its employees are required to pay applicable court fees; however, no court fees shall be required for tennis tournaments approved by the CITY.

~~25-23.~~ LICENSEE shall develop, organize and promote leagues, tournaments, socials, member relations, and new memberships at the Tennis Center.

~~26-24.~~ Each January 1 under this Agreement, LICENSEE shall provide the CITY's Recreation Programs Administrator a written tournament schedule of not more than four (4) tournaments per calendar year. In addition, LICENSEE is required to provide written notification to CITY thirty (30) days in advance of each tournament.

~~27-25.~~ LICENSEE shall record all fees and sales under this Agreement on a daily basis and submit monthly status reports on court maintenance, attendance, events and revenue to the CITY's Recreation Programs Administrator.

~~28-26.~~ LICENSEE shall give CITY prompt written notice of any accidents occurring at the Tennis Center in which damage to property or injury to a person occurs.

5. Article 5 of the Original Agreement shall be amended as follows:

...

F. CITY shall provide full time, on-site management for the Tennis Center and all its operations consistent with policies adopted by CITY, including developing and adhering to written protocols to ensure public resources are properly tracked and appropriated.

G. CITY shall plan, coordinate and direct the overall operations of the Tennis Center including supervising all CITY's cashiers, service and court maintenance workers at the Tennis Center.

H. CITY shall be responsible for the general cleanliness of the tennis courts, Tennis Pro Shop and patio, 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.

I. CITY shall supervise CITY staff in the daily maintenance of brushing, lining, and watering the tennis courts as well as overseeing major conditioning of same.

6. Article 12 of the Original Agreement shall be amended as follows:

...

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~~ 16 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~~ 16 herein.

Upon receipt of said written appeal or demand, the City Manager for the CITY may request additional information relating to the dispute from either or both parties which shall be provided within a reasonable time. Upon the City Manager's receipt and timely review of the disputed matter, the City Manager may make a decision regarding the alleged default as he/she deems appropriate under the circumstances. If the City Manager's decision is not implemented within the deadline set forth therein, the forty-five (45) day advance written notice provision set forth in Article ~~14~~ 13 herein shall not apply and it shall be lawful for CITY to immediately

forth in Article 14 13 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.

7. Article 13 of the Original Agreement shall be deleted in its entirety.
8. Article 14 of the Original Agreement shall be amended as follows:

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 176 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 176 herein.

In the event of termination, CITY shall compensate LICENSEE for all merchandise sold or authorized services satisfactorily performed 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.

9. Articles 15 through 32 of the Original Agreement shall be amended to become Articles 14 through 31.

10. 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.

11. 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.

12. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"PROSERVE":

Witnesses:

PROSERVE CONCEPTS, INC.

Dawn J. Faughn
Dawn J. Faughn

[Signature]
Jonathan Nasser

By: [Signature]
Signature

Edward Sposa
Typed, Stamped or Printed Name

Vice President
Title

STATE OF FLORIDA
COUNTY OF BROWARD

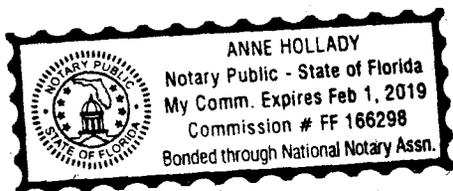
The foregoing instrument was acknowledged before me this 5 day of June, 2015 by Edward Sposa as Vice President of PROSERVE CONCEPTS, INC.. on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

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

FF166298
Commission Number



FP/ds
5/19/15
l:agt/rect/2015-928f

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 PROSERVE CONCEPTS, INC., TO ENGAGE A TENNIS PROFESSIONAL TO PROVIDE CERTAIN GOODS AND SERVICES AT THE MUNICIPAL TENNIS CENTER; 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 ProServe Concepts, Inc., to engage a tennis professional to provide certain goods and services at the Municipal Tennis Center, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

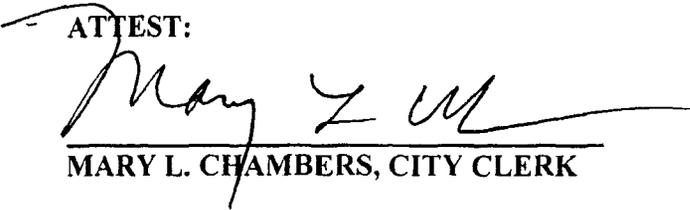
SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and ProServe Concepts, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 28th day of February, 2012.


LAMAR FISHER, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

City of Pompano Beach

LICENSE AGREEMENT

with

ProServe Concepts, Inc.

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INDEX OF EXHIBITS

Exhibit

- A Request for Proposals H-47-10
- B Licensee's Response to Request for Proposals H-47-10
- C Map of Municipal Tennis Center
- D Fee Schedule
- E Accounting Methods and Procedures
- F Insurance Requirements

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), entered into this 1st day of March, 2012, by and between:

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

and

PROSERVE CONCEPTS, INC., a Florida profit corporation (hereinafter "LICENSEE").

WHEREAS, the CITY issued Request for Proposals H-47-10 (Exhibit A) to locate a tennis professional to provide certain goods and services at its Municipal Tennis Center located at 920 NE 18 Avenue in Pompano Beach, Florida (the "Tennis Center"); and

WHEREAS, on September 28, 2010, the CITY declared ProServe Concepts, Inc. as the first ranked proposer to RFP H-47-10 (Exhibit B) and directed staff to negotiate a License Agreement (the "Agreement") between the parties; and

WHEREAS, in accordance with the terms and conditions set forth herein, LICENSEE is able and prepared to provide the goods and services described in this Agreement and in Exhibits A, B and D-F attached hereto and made a part hereof; and

WHEREAS, the CITY has determined entering into this License Agreement with LICENSEE is in the best interest of the public; and

WHEREAS, the CITY and LICENSEE desire to enter into this Agreement setting forth the parties' mutual understandings and undertakings.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein contained, the CITY and LICENSEE agree as follows.

ARTICLE 1 REPRESENTATIONS

A. **Representations of CITY.** CITY makes the following representations to LICENSEE which CITY acknowledges LICENSEE has relied upon in entering into this Agreement.

1. This Agreement is a valid, binding and permissible activity within the power and authority of the CITY and does not violate any CITY Code, Charter provision, rule, resolution, ordinance, policy or agreement of the CITY or constitute a default of any agreement or contract to which the CITY is a party.

2. The individuals executing the Agreement on behalf of the CITY are duly authorized to take such action, which action shall be, and is, binding upon the CITY.

3. LICENSEE shall be entitled to rely upon the accuracy and completeness of any information or reports supplied by CITY or by others authorized by the CITY's Recreation Programs Administrator.

B. **Representations of ProServe Concepts, Inc.** LICENSEE makes the following representations to CITY which CITY relies upon in entering into this Agreement.

1. ProServe Concepts, 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 ProServe Concepts, 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 ProServe Concepts, 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 ProServe Concepts, 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 tennis professionals 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 tennis professional at the Tennis Center for a term of five (5) years, commencing Mar. 1, 2012, and ending Feb. 28, 2017. The CITY reserves the right to extend this Agreement with two (2) one-year renewal options provided both parties agree in writing to said extension. Renegotiation should commence at least 180 days prior to normal termination.

ARTICLE 4
RESPONSIBILITIES OF LICENSEE

LICENSEE shall provide full time, on-site management for the Tennis Center and all its operations consistent with policies adopted by CITY which specifically require LICENSEE to at all times perform its obligations under this Agreement in a professional manner and also develop and adhere to written protocols to ensure public resources are properly tracked and appropriated. LICENSEE agrees to follow the policies and directives of the CITY's Recreation Programs Administrator but in the absence thereof, LICENSEE shall exercise its reasonable judgment in discharging its duties hereunder.

LICENSEE shall perform the duties set forth below at the Tennis Center depicted in Exhibit C attached hereto and made a part hereof, 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 Tennis Center and Tennis Pro Shop, including supervising all LICENSEE's tennis instructors and CITY's cashiers, service and court maintenance workers at the Tennis Center.

2. LICENSEE shall be responsible for the general cleanliness of the tennis courts, Tennis Pro Shop and patio, 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. LICENSEE shall supervise CITY staff in the daily maintenance of brushing, lining, and watering the tennis courts as well as overseeing major conditioning of same.

4. At LICENSEE's sole risk and expense, LICENSEE shall manage and maintain an inventory of tennis related goods and merchandise for public sale at the Tennis Pro Shop located in the Tennis Center Clubhouse.

5. In addition to providing items for public sale, LICENSEE may string rackets, rent tennis equipment and provide other services associated with the operation of a Tennis Pro Shop. LICENSEE's provision of all merchandise and services at the Tennis Center, including private and group tennis lessons, shall be offered at competitive prices for the Broward County area as set forth in Exhibit D. LICENSEE must seek and receive written permission from the CITY's Recreation Programs Administrator prior to providing any goods or services not enumerated in Exhibit D.

6. 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.

7. LICENSEE must obtain written permission from the CITY's Recreation Programs Administrator prior to instituting any price increases and the new Exhibit D must be signed by both parties and kept on file as outlined in Exhibit E of this Agreement.

8. LICENSEE shall utilize the Tennis Center exclusively for the activities described herein and not allow any part thereof to be used for any immoral or illegal purposes. LICENSEE shall not allow, suffer or permit the Tennis Center to be used for any purpose, business, activity, use or function to which the CITY objects, including gambling.

9. LICENSEE is responsible for hiring and managing its own staff of tennis instructors sufficient to provide lessons at convenient times for all persons desiring such instruction during the Tennis Center's regular hours of operation. LICENSEE's tennis instructors shall be a minimum of eighteen years old, under LICENSEE's exclusive direction and control and not deemed employees or agents of the CITY.

10. LICENSEE shall be solely responsible for compensating its tennis instructors 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.

11. LICENSEE shall be responsible to ensure that its tennis instructors are suitable for employment in a municipal facility in terms of general character, knowledge, ability, public relations potential, manner and conduct.

12. For each tennis instructor, at LICENSEE's sole expense and prior to allowing any of its tennis instructors to provide services at the Tennis Center, LICENSEE shall (i) provide the CITY's Recreation Programs Administrator a written background check from the United States Professional Tennis Association or (ii) allow the CITY to conduct its own background check. LICENSEE's failure to comply with the obligations of this paragraph shall be deemed a material breach of this Agreement.

13. LICENSEE shall promptly respond to complaints about its tennis instructors from the CITY and Tennis Center patrons and timely take appropriate disciplinary action as warranted by the circumstances.

14. LICENSEE shall keep the Tennis Pro Shop open to the public seven (7) days per week in accordance with the Tennis Center's regular hours of operation.

15. LICENSEE shall develop a comprehensive lesson program for individuals of both sexes which shall include instruction to individuals and adult, junior, beginner, intermediate and advanced tennis clinics. If the participation level of an instruction program or other like activity requires the use of more than three (3) teaching courts, LICENSEE is responsible to promptly notify the CITY's Recreation Programs Administrator who has sole and absolute discretion whether to provide additional courts.

16. LICENSEE shall provide tennis lessons and sell merchandise to the general public in accordance with the provisions of this Agreement and not discriminate in any manner.

17. LICENSEE and its employees shall maintain a daily log of court usage that provides the names and times of all persons utilizing the tennis courts which shall at all times be available to CITY personnel.

18. LICENSEE shall provide a continual tennis challenge ladder for persons desiring that service.

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

20. LICENSEE shall operate and conduct the business covered by this Agreement in accordance with all applicable federal, state and local laws, including the laws of Broward County and the charter, ordinances and other regulations of the City of Pompano Beach as may now exist or as may hereafter be adopted. LICENSEE, at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the City of Pompano Beach, and be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against LICENSEE's provision of goods and services under this Agreement. Proof of such licenses, approvals and sales tax payments shall be submitted to the CITY's Recreation Programs Administrator upon request.

21. Whenever LICENSEE's tennis professional, Edward V. Sposa, is absent from the Tennis Center, he shall delegate his responsibilities to LICENSEE's other tennis instructors to ensure proper coverage at the Tennis Center during any such absence. LICENSEE understands and agrees that Edward V. Sposa is required to be present and working a minimum of forty (40) hours per week at the Tennis Center. LICENSEE also understands and agrees that Edward V. Sposa is required to be "on call" during all times the Tennis Center is in operation. It is LICENSEE's responsibility to notify the CITY's Recreation Programs Administrator in writing of any expected absence of Edward V. Sposa as well as the identity of his replacement.

22. 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.

23. Pursuant to CITY-sponsored programs and at times designated by CITY, LICENSEE shall, at no cost to CITY or participants, provide twenty (20) hours of youth instruction each year of this Agreement.

24. LICENSEE and its employees are required to pay applicable court fees; however, no court fees shall be required for tennis tournaments approved by the CITY.

25. LICENSEE shall develop, organize and promote leagues, tournaments, socials, member relations, and new memberships at the Tennis Center.

26. Each January 1 under this Agreement, LICENSEE shall provide the CITY's Recreation Programs Administrator a written tournament schedule of not more than four (4) tournaments per calendar year. In addition, LICENSEE is required to provide written notification to CITY thirty (30) days in advance of each tournament.

27. LICENSEE shall record all fees and sales under this Agreement on a daily basis and submit monthly status reports on court maintenance, attendance, events and revenue to the CITY's Recreation Programs Administrator.

28. LICENSEE shall give CITY prompt written notice of any accidents occurring at the Tennis Center in which damage to property or injury to a person occurs.

**ARTICLE 5
RESPONSIBILITIES OF CITY**

A. CITY is responsible to maintain the Tennis Center facilities and surrounding outdoor areas, including the building systems (plumbing, electrical, painting, ceilings, walls, floors, roof, public restrooms, etc.), tennis courts (net replacement, rollers, court lights, windscreens, resurfacing, etc.); and general maintenance (shrubbery and lawn care, garbage pickup, etc.).

B. CITY shall provide LICENSEE with a designated area in the Tennis Center Clubhouse to stock and sell merchandise and services. Said area shall be referred to as the Tennis Pro Shop and provided with the basic amenities necessary to operate a tennis facility for public use, which shall include electric, water and local telephone service only. LICENSEE may advertise and promote the sale of its merchandise and services provided all signs and advertisements comply with all applicable laws, ordinances, regulations and CITY policies.

C. CITY shall provide LICENSEE with the use of sixteen (16) courts for public use, provided that three (3) courts may be used by LICENSEE for private tennis instruction at the rates set forth in Exhibit D. Persons who have paid for tennis instruction from LICENSEE in accordance with Exhibit D shall not be subject to court fees. Interruptions in availability of the courts due to acts of God or any other circumstance beyond the CITY's control shall not be considered a violation of this paragraph.

CITY may utilize all sixteen of the tennis courts for organizing, promoting and conducting various tennis tournaments or other activities provided LICENSEE is given reasonable notice. Additionally, if the three (3) courts designated herein for LICENSEE's provision of tennis lessons are not in use by LICENSEE for that purpose, the CITY may utilize said courts for play by the public without notice to LICENSEE, and LICENSEE shall not be entitled to any additional compensation for such use by the CITY.

D. The CITY shall collect and record all revenues generated from the provision of goods and services at the Tennis Center by transaction code through its RecTrac System.

E. The City shall run separate RecTrac Reports on the first and sixteenth day of each month to calculate LICENSEE's compensation under this Agreement.

**ARTICLE 6
COMPENSATION AND METHOD OF PAYMENT**

A. LICENSEE shall receive compensation from the revenues generated by LICENSEE's ball machine, socials, tournaments, the sale of merchandise and tennis lessons, and related activities and services offered at the Tennis Center.

B. LICENSEE agrees to generate a minimum of \$20,000 annually in net revenues to the CITY under this Agreement made payable in quarterly installments of \$5,000 and, if unable to do so, LICENSEE shall forward the CITY's Recreation Manager a check for the difference

made payable to the City of Pompano Beach within ten (10) business days after the close of each quarter.

C. 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.

1. LICENSEE shall receive eighty percent (80%) and CITY shall receive twenty percent (20%) of the gross revenues generated from all tennis tournaments, LICENSEE's ball machine, and the sale of merchandise, tennis lessons and related activities and services offered at the Tennis Pro Shop and on the courts;

2. CITY will retain one hundred (100%) percent of all fees collected for yearly memberships, summer membership fees and hourly court fees.

ARTICLE 7 ACCOUNTING AND RECORD KEEPING PROCEDURES

A. Both CITY and LICENSEE shall conform to the accounting methods and procedures set forth in this Article and Exhibit E attached hereto.

B. LICENSEE and its employees providing services and 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.

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.

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.

C. LICENSEE's fiscal year shall begin on January 1 of each calendar year under this Agreement. Within ninety (90) days after the close of each such fiscal year, LICENSEE shall provide the CITY's Recreation Manager compiled financial statements performed by a certified public accountant as recorded during the course of LICENSEE's fiscal operation. Said compiled financial statements shall be prepared at LICENSEE's sole expense. LICENSEE is also responsible for submitting such reports for any partial year.

The compiled financial statements shall include the Balance Sheet and related Statements of Income, Retained Earnings and Cash Flows in accordance with the standards

established by the American Institute of Certified Public Accountants. The Statement of Income shall separately list all revenues and expenses of the Tennis Center and Tennis Pro Shop.

In the event LICENSEE fails to comply with the foregoing requirements regarding provision of the compiled financial statements, CITY may employ a certified public accountant to make such an examination and LICENSEE shall be solely responsible for paying said costs within ten (10) days of receipt of CITY's invoice for same.

D. LICENSEE and the CITY's Recreation Manager shall keep a monthly record of all transactions, monies received and expenses paid under this Agreement using RecTrac reports and logging information on a form approved by the CITY and in such detail as CITY requires. The detailed and summary RecTrac 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.

E. All sources of revenue shall be recorded through the CITY's RecTrac System using the transaction codes referenced in Exhibit D to account for the use of separate operator and product/transaction codes. In order to provide for full accountability over sales, the full amount of the sale shall be recorded.

F. All tournament revenues, including those of the United States Tennis Association, shall be formally accounted for through the CITY's RecTrac System and the summary and detailed RecTrac Reports printed to report the revenue results. LICENSEE shall record and account for all tournament expenses and be solely responsible for preparing and providing a Statement of Income and Expenses to CITY within fifteen (15) days of each tournament or social. No LICENSEE expenses are to be reimbursed or netted against gross tournament revenue.

G. LICENSEE shall maintain a separate bank checking account to record all revenue generated and expenses incurred under this Agreement.

ARTICLE 8 CITY'S RIGHT TO AUTHORIZE USE OF THE TENNIS COURTS

The CITY, through its Recreation Programs Administrator, reserves the right to authorize use of the tennis courts for special group functions upon reasonable written notice to LICENSEE who shall not be entitled to any additional compensation.

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 stock and inventory at the Tennis Pro Shop 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 Tennis Center and that CITY is hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of LICENSEE's presence and occupancy at the Tennis Center.

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 F.

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 developed by CITY utilizing 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 or authorized services satisfactorily performed 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 its 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:

Edward V. Sposa, Vice- President
ProServe Concepts, Inc.
5290 NW 53 Avenue
Coconut Creek, FL 33073
misposa@comcast.net
(954) 629-3946

**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.

Edward V. Sposa 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, and particularly Edward V. Sposa, are being contracted by CITY for the purposes and to the extent set forth in this Agreement. Edward V. Sosa shall be free to dispose of such other portion of his time, energy and skill as does not interfere with his obligations hereunder.

**ARTICLE 25
MISCELLANEOUS TERMS AND CONDITIONS**

- A. Persons participating in tennis tournaments approved by the CITY shall not be subject to court fees.
- B. Tennis lessons shall be limited to three (3) courts at any one time.
- C. LICENSEE's ball machine shall not be utilized prior to 12:01 p.m. except during off-season, which, for purposes of this Agreement, shall be deemed to be May 1 through October 31.
- D. LICENSEE may not make changes to any permanent fixtures at the Tennis Center 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 Tennis Pro Shop area at its sole expense.

**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 Tennis Center but rather a license granted to LICENSEE by CITY for the full time, on-site management of the Tennis Center and all its operations.

**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.

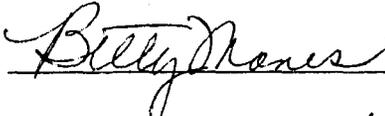
Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LICENSEE and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product 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:



MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

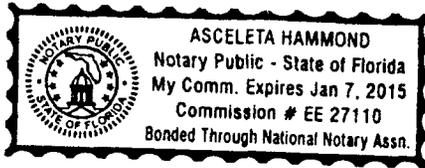


GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of March, 2012, by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"LICENSEE":

Witnesses:

Elizabeth Sabada
Radyn Kern

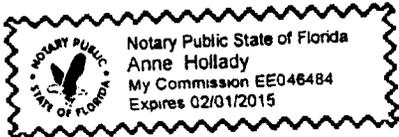
PROSERVE CONCEPTS, INC., a Florida corporation

By: [Signature]
Edward Sposa, Vice President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16 day of Feb, 2012, by Edward V. Sposa, Vice President of Pro Service Concepts, Inc. a Florida corporation. He 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)

EE046484
Commission Number

FP:jrm
1/31/12
l:agr/recr/2012-301f

EXHIBIT

A



REQUEST FOR PROPOSALS
H-47-10

HEAD TENNIS PROFESSIONAL
POMPAÑO BEACH TENNIS CENTER

RFP OPENING: AUGUST 18, 2010, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPAÑO BEACH, FLORIDA 33060



July 26, 2010

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

H-47-10

The City of Pompano Beach, Florida invites qualified individuals to submit Proposals, detailing their qualifications and experience for consideration to provide services as:

**HEAD TENNIS PROFESSIONAL
POMPANO BEACH TENNIS CENTER**

The City will receive sealed proposals until 2:00 p.m. (local), August 18, 2010, 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 tennis center is located at 920 N.E. 18 Avenue, Pompano Beach, Florida, 33060. The Municipal Tennis Center offers sixteen (16) professional fast-dry courts for day and night play. The Tennis Center has a Pro Shop, and restrooms. The Tennis Professional will perform, at a minimum, the following services:

1. Operate a Tennis Pro Shop selling tennis equipment and other usual accessories of the game of tennis and repair tennis equipment (racquets, etc.) in a proper manner.
2. Give instruction in the game of tennis to any member(s) or non-member(s) of the Pompano Beach Tennis Center at a charge to be determined by the Tennis Professional and previously approved by the Recreation Programs Administrator or designee. The Tennis Pro will have exclusive use, seven (7) days per week, of two courts for lessons, ball machine, etc.
3. Develop and Organize leagues, tournaments, socials, member relations and new memberships.
4. Direct the overall operations of the tennis center and pro shop including, but not limited to, supervision of entire staff including Tennis Center Manager, Service Workers, Cashiers and court maintenance workers.
5. Duties and responsibilities of the Tennis Professional are to provide full time, on-site management for the Tennis Center and all of its operations. Tennis Pro will be present a minimum of forty (40) hours per week, exclusive of tournaments. Tennis Pro will be "on call" during all times the Tennis Center is in operation. The Tennis Pro will not have any other tennis related interests or activities without prior written approval from the Recreation Programs Administrator.

6. The Tennis Professional shall submit monthly status reports on court maintenance, attendance, events and revenue to the Recreation Programs Administrator.

The City may modify the above scope of services at any time.

A. SUBMITTAL FORMAT

Submittals should include a cover letter of interest and a complete resume showing all work history and educational levels. In your letter, include your complete contact information (address, telephone, fax number, email, etc.)

Pertinent information regarding USTA membership must also be included in the submittal. A minimum of three references pertaining to work, as a Tennis Professional, must be included in all submittals. It is the intent of the City to obtain the best qualified candidate but at the same time not jeopardize the current career position of any individual who may not be the final selection.

Proposer **MUST** be a **USTA member "in good standing"** with not less than two (2) years experience as a Tennis Professional at a municipal, resort, or daily fee type tennis facility. Individuals who do not possess the above qualifications **WILL NOT** be considered for this position.

As an independent contractor, the Tennis Professional will receive compensation from lessons, equipment sales and tournaments. The Tennis Professional, for the privilege of holding the contract with the City, will remit both a minimum fixed dollar amount and a percentage of gross income to the City. The amounts offered must be stated in your proposal.

The City retains 100% of Tennis Center Memberships, daily fees and vending income.

Responses should include all pages of this solicitation properly initialed in the lower right hand corner. The Proposal Signature Page must be completed, signed, and returned. Pricing page is to be completed and returned.

Interested persons should submit one (1) original and five (5) copies of all materials, which indicate interest and qualifications. Please identify the original as "original".

Submittal packages should be marked on the exterior **RFP #H-47-10 Head Tennis Professional Pompano Beach Tennis Center**, and addressed to City of Pompano Beach, Purchasing Division, Attention Ms. Leeta Hardin, General Services Director, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

Submittals MUST BE RECEIVED in the Purchasing Division no later than 2:00 p.m., August 18, 2010. LATE SUBMITTALS, ADDITIONS, OR CHANGES WILL NOT BE ACCEPTED.

B. SELECTION/EVALUATION PROCESS

A Selection/Evaluation Committee will be appointed and will be responsible for selecting the most qualified individual. The Selection/Evaluation Committee will then present their findings to the City Commission and upon their approval, negotiate contract with the most qualified individual.

The Committee will rank responses based upon the following criteria:

- 1. Prior experience as a Tennis Pro 0-30 points
 - a. Instruction
 - b. Maintenance
 - c. Three References

- 2. Membership Development 0-15 points
 - a. Leagues
 - b. Tournaments
 - c. Member Relations

- 3. Tennis Center Operation 0-15 points
 - a. Facility Management
 - b. Community Relations
 - c. Staff Management

- 4. Qualifications of Personnel 0-10 points
 - a. Number of Staff
 - b. Experience of Staff
 - c. Staff Certification

- 5. Payment Guarantee To City 0-30 points

The Committee will have 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, with a score of "1" assigned to the short-listed proposer deemed most qualified by the Committee.

Each individual should submit documents that provide evidence of capability to provide the services required for the committee's review for shortlisting purposes. The shortlisted individuals may be contacted to provide public presentations regarding their qualifications and ability to furnish the required services. 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 individuals deemed to be the most highly qualified to perform the service. If three or less individuals 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.

C. CONTRACT AWARD

It is the intent of the City to issue a contract for the position described herein.

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.

D. INSURANCE

The licensee shall not commence operations, under the terms of this agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager. If you have any questions, please contact the City Risk Management Office at 954-786-5555.

The following insurance coverage shall be required.

A. Worker's Compensation Insurance

Covering all employees and providing benefits as required by Florida Statute 440. regardless of the size of your firm. The contractor further agrees to be responsible for employment, control and conduct of its employees and for an injury sustained by such employees in the course of their employment.

B. Public Liability Insurance

Naming the City of Pompano Beach as an additional insured in connection with the work being done under this contract.

C. The following checked types of insurance and minimum policy limits are required.

<u>Types of Insurance</u>	<u>Limits of Liability</u>	
	<u>Occurrence</u>	<u>Each Aggregate</u>
<u>Public Liability</u>		
XXX Comprehensive Form		
XXX Premises - Operations	Bodily Injury	\$ 200,000
___ Explosion & Collapse Hazard	Property Damage	\$ 50,000
___ Underground Hazard	OR	
XXX Products (if items are sold)	Bodily Injury and	
XXX Contractual Insurance	Property Damage	
___ Liquor Legal (if items are sold)	Combined	\$ 300,000
		\$ 300,000

XXX Independent Contractors			
XXX Personal Injury	Personal Injury	\$ 300,000	\$ 300,000

<u>Excess Liability</u>			
___ Umbrella Form	Bodily Injury and Property Damage		
XXX Other than umbrella form	Combined	\$ 1,000,000	\$ 1,000,000

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

Licensee shall furnish to the City the certification of proof of insurance required by the provisions set forth above within five (5) days after notification of award of contract. Mail to: Risk Management Office, City of Pompano Beach, P.O. Drawer 1300, Pompano Beach, Florida, 33061-1300.

E. GOVERNING LAW

Interested persons will agree that agreements shall be governed by the laws of the State of Florida, and the venue for any legal action will be Pompano Beach, Florida.

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

G. DRUG FREE WORKPLACE

The selected Proposer with whom an agreement will be negotiated will be required to verify they will operate a "Drug Free Workplace" as outlined in Florida Statute, Section 287.087.

H. 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.

I. 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.

J. FAMILIARITY WITH LAWS

It is assumed the selected firm/person(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/person will in no way relieve the firm from responsibility.

K. WITHDRAWAL OF PROPOSALS

A firm/person 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.

L. CONTACT INFORMATION

For additional information regarding this solicitation, please contact Ms. Leeta Hardin, General Services Director (954) 786-4098.

REQUEST FOR PROPOSALS H-47-10

PROPOSAL SIGNATURE PAGE

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 _____

Variances: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: _____

REQUEST FOR PROPOSALS H-47-10

PROPOSAL PRICING PAGE

For the privilege of obtaining the contract for Head Tennis Professional, the following amounts will be paid to the City of Pompano Beach:

Minimum Fee to be Paid to City Per Year \$ _____

-- and --

Percentage of Gross Annual Income \$ _____

Describe payment schedule proposed for Minimum Yearly Fee to be remitted to the City (monthly, quarterly, etc.):

Describe payment schedule proposed for Percentage of Gross Income:

Signature _____ Date _____



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**



August 3, 2010

**ADDENDUM #1, RFP H-47-10
HEAD TENNIS PROFESSIONAL POMPANO BEACH TENNIS CENTER**

Please review the following questions submitted by potential Proposers, and answers provided by the Parks and Recreation Department:

Q1: What was the gross income for the facility last year?

A1: \$62,000 - Memberships (333 members)
\$62,000 - Rentals (hourly play)
\$96,000 - Lessons

Q2: What was the guaranteed minimum amount to the City, and the percentage of gross income to the City, in the last contract?

A2: In the previous agreement, the Tennis Professional remitted 15% of all lesson revenue to the City; there was no guaranteed minimum payment required by the contract.

Please note, all revenue from Memberships and Rentals is paid directly to the City. Also, income from the beverage and snack vending machines is paid directly to the City.

In the previous agreement the Tennis Professional received all income from the ball machine and Pro Shop sales; the City did not receive an accounting of revenues from these sources. In the new agreement the Tennis Professional will be required to report this income to the City on a monthly basis, and will be required to remit some percentage of the gross income to the City as stated in the RFP.

The remainder of the RFP is unchanged at this time. Acknowledge receipt of this addendum in your proposal. The deadline for receipt of sealed proposals remains 2:00 p.m. (local), August 18, 2010, in the Purchasing Office at 1190 N.E. 3 Avenue, Building C, Pompano Beach, Florida, 33060.

Very truly yours,

Leeta Hardin
General Services Director

cc: distribution list
file

ORIGINAL COPY

From the desk of
Edward V. Sposa

EXHIBIT

5

August 5 2010

Ms. Leeta Hardin, General Services Director
1190 NE 3 Avenue
Building C
Pompano Beach, FL
33060

Dear Ms. Hardin,

I would like to take this time and introduce myself. My name is Edward Sposa and I am currently a USPTA teaching tennis professional and currently the Head Tennis Professional at Hagen Park in the City of Wilton Manors. I would like to express my interest in applying for Head Tennis Professional at the Pompano Tennis Center. Attached for your reference is my resume as well as any other pertinent information needed as stated in the RFP (H-47-10).

Please feel free to contact me at anytime to discuss my submitted proposal. Thank you for your time and consideration.

Sincerely yours,



Edward Sposa
5290 NW 53 Avenue
Coconut Creek, FL 33073
(H) 954.427.5827
(C) 954.263.8306
(W) 954.390.2132
Email: Mspossa@comcast.net
Web Site: www.hagentennis.com

Edward V. Sposa

Objective

To be a Head Tennis Professional or Tennis Director

Qualifications

USPTA Tennis Professional for over 30 years

Work History

1978-1982, Assistant Tennis Professional at Woodmont Country Club, Tamarac, FL

Responsibilities included: Maintaining a 20-clay court facility, teaching private lessons, organizing leagues and clinics, coordinating a youth travel league and summer camp, USTA tournament assistant director, assisted two years of the Hunger Festival where we had top world class tennis players including Jimmy Connors, John McEnroe, and Harold Solomon

1982-1984, Head Tennis Professional at The Quadrangle Racquet Club, Coral Springs, FL

Responsibilities included: Overseeing a staff of six employees at this 12 clay/hard court facility, marketing for membership, sold merchandise from pro shop, developed the annual tennis budget, teaching private and group lessons, organizing a summer tennis camp for over 150 children, directed over 7 USTA events per year, developed an annual \$5,000.00 Professional Tournament, implemented a traveling men's team, coached 4 Iola McCoy teams.

1984-1991, Jessie's Cleaning Service, North Lauderdale, FL

Owner/Operator of a 20 employee commercial and residential cleaning service, converted a small "Mom and Pop" operation to grossing more then \$500,000,00 per year. Had contracts such as TPC Golf and Country Club, Coral Ridge Properties, Sunrise Towers, Mr. Laff's Restaurant, Sunrise Savings and Loan, Fortune Bank. Sold my interests in the company in 1991 and returned to teaching tennis full time.

1991-1998, Tennis Professional at George English Park, City of Fort Lauderdale, FL

Responsibilities included: Managing the facility, overseeing court fees, memberships, private and group lessons, racquet stringing, and court maintenance. Implemented the following programs; Men's Night, Mixed Doubles Night, Dominoes Pizza League, Tennis-size. Directed six adult and junior USTA events per year. Responsible for increasing youth summer program from 50 to 300 campers over an eight-year period.

1998-2004, Tennis Professional at Cardinal Gibbons High School, Fort Lauderdale, FL

Responsibilities included: Teaching private and group lessons, maintaining a six hard courts, USTA youth and adult tournaments, fund raising events such as the Catholic School Challenge and Annual Golf and Tennis Tournament. Director of the Cardinal Gibbons Tennis/Sports Camp with over 700 campers annually. Coached the nationally renowned Cardinal Gibbons Boys and Girls Tennis Team and was named "Dairy Farmers Coach of the Year" after winning the state title in 2004.

2004 - Present, Head Tennis Professional at Hagen Park, City of Wilton Manors, FL

Responsibilities include, private and group lessons, organization youth and adult tennis activities which include clinics, socials, and after school programs. Director of the Hagen Park Tennis/Sports Camp with over 500 campers annually. Coach and train ladies Broward and Iola McCoy Teams at the 4.5 & 4.0 and A-1 thru C-1 levels.

Edward V. Sposa

Work History cont.

2009- Present, Owner/operator of ProServe Concepts, a tennis management company. We offer tennis maintenance and professional teaching services. Our current client is the Harbor Beach Marriott Resort located in Fort Lauderdale, FL. We offer daily maintenance for the hard and clay courts. ProServe also has a tennis pro shop on site offering tennis items for sale as well as racquet stringing. We have a bank of 6 teaching professionals on call to accommodate both hotel guests as well as Marriott Club Members for private and group lessons. We organize social events, tournaments, clinics, and corporate tennis outings

Edward V. Sposa

Tennis Accomplishments

- USPTA member in good standing for 29 years
 - Member of the USTA in good standing
- Played at a collegiate level for St. Leo College and BCC
 - Ranked in Florida as a junior and adult player
- Coached at both St. Thomas Aquinas and Cardinal Gibbons High Schools where we won two state titles in 1994 and 2004.
 - Named "Miami Herald" Coach of the Year in 2003
 - Named "Florida Dairy Farmers Coach of the Year" in 2004
 - Coached both nationally and state ranked players
- Developed **Fit-Tennis Boot Camp**, an offshoot of Cardio tennis with a touch of functional training. Classes are taught with both a USPTA tennis professional and a certified personal trainer.

Education

1974-1978 Graduated Piper High School, Sunrise, FL
1978-1979 St. Leo University, St. Leo, FL
1979-1980 Broward Community College, Coconut Creek, FL

Family

Married to wife Christine for 25 years
Two boys, Jimmy 24 and Nick 16
Lived in South Florida since 1974
Son Jimmy played baseball for NSU and brother Mike is a PGA tour player

Edward V. Sposa
5290 NW 53 Ave.
Coconut Creek, FL
33073

Home 954.427.5827
Cell 954.263.8306
Work 954.390.2132

E-mail: Missposa@comcast.net
Web Site: www.hagentennis.com

Edward V. Sposa

References

Patrick Cann, CPRP
Director of Leisure Service
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305
954.390.2130
Email: pcann@wiltonmanors.com

Steven Woytko
Recreation Manager
Harbor Beach Marriott Resort and Spa
3030 Holiday Drive
Fort Lauderdale, FL 33316
954.847.6135
Email: Steven.Woytko@marriott.com

Pam Cook
Director of Club Services
Harbor Beach Marriott Resort and Spa
3030 Holiday Drive
Fort Lauderdale, FL 33316
954.525.4000
Email: Pam.Cook@marriott.com

Michael Morrill
Athletic Director
Cardinal Gibbons High School
2900 NE 47th Street
Fort Lauderdale, FL 33305
954.491.2900
Email: Mmorrill@cghsfl.org

ORIGINAL COPY



REQUEST FOR PROPOSALS
H-47-10

HEAD TENNIS PROFESSIONAL
POMPANO BEACH TENNIS CENTER

RFP OPENING: AUGUST 18, 2010, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060



July 26, 2010

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

H-47-10

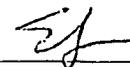
The City of Pompano Beach, Florida invites qualified individuals to submit Proposals, detailing their qualifications and experience for consideration to provide services as:

**HEAD TENNIS PROFESSIONAL
POMPANO BEACH TENNIS CENTER**

The City will receive sealed proposals until 2:00 p.m. (local), August 18, 2010, 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 tennis center is located at 920 N.E. 18 Avenue, Pompano Beach, Florida, 33060. The Municipal Tennis Center offers sixteen (16) professional fast-dry courts for day and night play. The Tennis Center has a Pro Shop, and restrooms. The Tennis Professional will perform, at a minimum, the following services:

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6. The Tennis Professional shall submit monthly status reports on court maintenance, attendance, events and revenue to the Recreation Programs Administrator.

The City may modify the above scope of services at any time.

A. **SUBMITTAL FORMAT**

Submittals should include a cover letter of interest and a complete resume showing all work history and educational levels. In your letter, include your complete contact information (address, telephone, fax number, email, etc.)

Pertinent information regarding USTA membership must also be included in the submittal. A minimum of three references pertaining to work, as a Tennis Professional, must be included in all submittals. It is the intent of the City to obtain the best qualified candidate but at the same time not jeopardize the current career position of any individual who may not be the final selection.

Proposer **MUST** be a **USTA member "in good standing"** with not less than two (2) years experience as a Tennis Professional at a municipal, resort, or daily fee type tennis facility. Individuals who do not possess the above qualifications **WILL NOT** be considered for this position.

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- | | |
|-------------------------------------|-------------|
| 1. Prior experience as a Tennis Pro | 0-30 points |
| a. Instruction | |
| b. Maintenance | |
| c. Three References | |
| 2. Membership Development | 0-15 points |
| a. Leagues | |
| b. Tournaments | |
| c. Member Relations | |
| 3. Tennis Center Operation | 0-15 points |
| a. Facility Management | |
| b. Community Relations | |
| c. Staff Management | |
| 4. Qualifications of Personnel | 0-10 points |
| a. Number of Staff | |
| b. Experience of Staff | |
| c. Staff Certification | |
| 5. Payment Guarantee To City | 0-30 points |

The Committee will have 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, with a score of "1" assigned to the short-listed proposer deemed most qualified by the Committee.

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Naming the City of Pompano Beach as an additional insured in connection with the work being done under this contract.
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<u>Types of Insurance</u>	<u>Limits of Liability</u>	
	<u>Occurrence</u>	<u>Aggregate</u>
<u>Public Liability</u>		
XXX Comprehensive Form		
XXX Premises - Operations	Bodily Injury \$ 200,000	\$ 300,000
___ Explosion & Collapse Hazard	Property Damage \$ 50,000	\$ 50,000
___ Underground Hazard	OR	
XXX Products (if items are sold)	Bodily Injury and	
XXX Contractual Insurance	Property Damage	
___ Liquor Legal (if items are sold)	Combined \$ 300,000	\$ 300,000

XXX Independent Contractors XXX Personal Injury	Personal Injury	\$ 300,000	\$ 300,000
<hr/>			
<u>Excess Liability</u>			
___ Umbrella Form XXX Other than umbrella form	Bodily Injury and Property Damage Combined	\$ 1,000,000	\$ 1,000,000
<hr/>			

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

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CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I. 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.

J. FAMILIARITY WITH LAWS

It is assumed the selected firm/person(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/person will in no way relieve the firm from responsibility.

K. WITHDRAWAL OF PROPOSALS

A firm/person 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.

L. CONTACT INFORMATION

For additional information regarding this solicitation, please contact Ms. Leeta Hardin, General Services Director (954) 786-4098.

REQUEST FOR PROPOSALS H-47-10

PROPOSAL SIGNATURE PAGE

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) Edward V. Sposa Title USPTA Tennis Professional

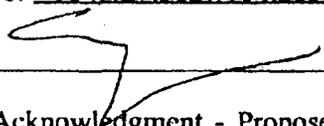
Company (Legal Registered) ProServe Concepts, Inc.

Federal Tax Identification Number 20-2352542

Address 5290 NW 53 Avenue

City/State/Zip Coconut Creek, FL 33073

Telephone No. 954.427.5827/954.263.8306 Fax No. _____

Signature  Date 8/5/10

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

Addendum No. #1-H-47-10 Date Issued August 3, 2010

Variations: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variations contained on other pages of RFP, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variations: None

REQUEST FOR PROPOSALS H-47-10

PROPOSAL PRICING PAGE

For the privilege of obtaining the contract for Head Tennis Professional, the following amounts will be paid to the City of Pompano Beach:

Minimum Fee to be Paid to City Per Year \$ \$20,000.00

-- and --

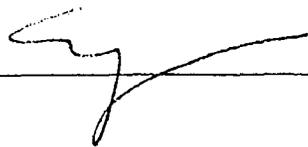
Percentage of Gross Annual Income \$ 80/20 % split

Describe payment schedule proposed for Minimum Yearly Fee to be remitted to the City (monthly, quarterly, etc.):

Based on the current estimated base of lessons, clinics, tournaments, a monthly payment of no less than \$1,666.66 will be paid to the city for a minimum of \$20,000.00 per year.

Describe payment schedule proposed for Percentage of Gross Income:

A proposed 80/20% split (pro/city) will be implemented. This percentage split will be derived from the gross income of lessons, clinics, camps, tournaments, pro shop sales, ball machine rentals. At the current estimated rate of gross income (between \$120,000.00 and \$150,000.00) the city will receive between \$24,000.00 to \$30,000.00 per year.

Signature  Date 8/5/10

EXHIBIT

C

Municipal Tennis Center

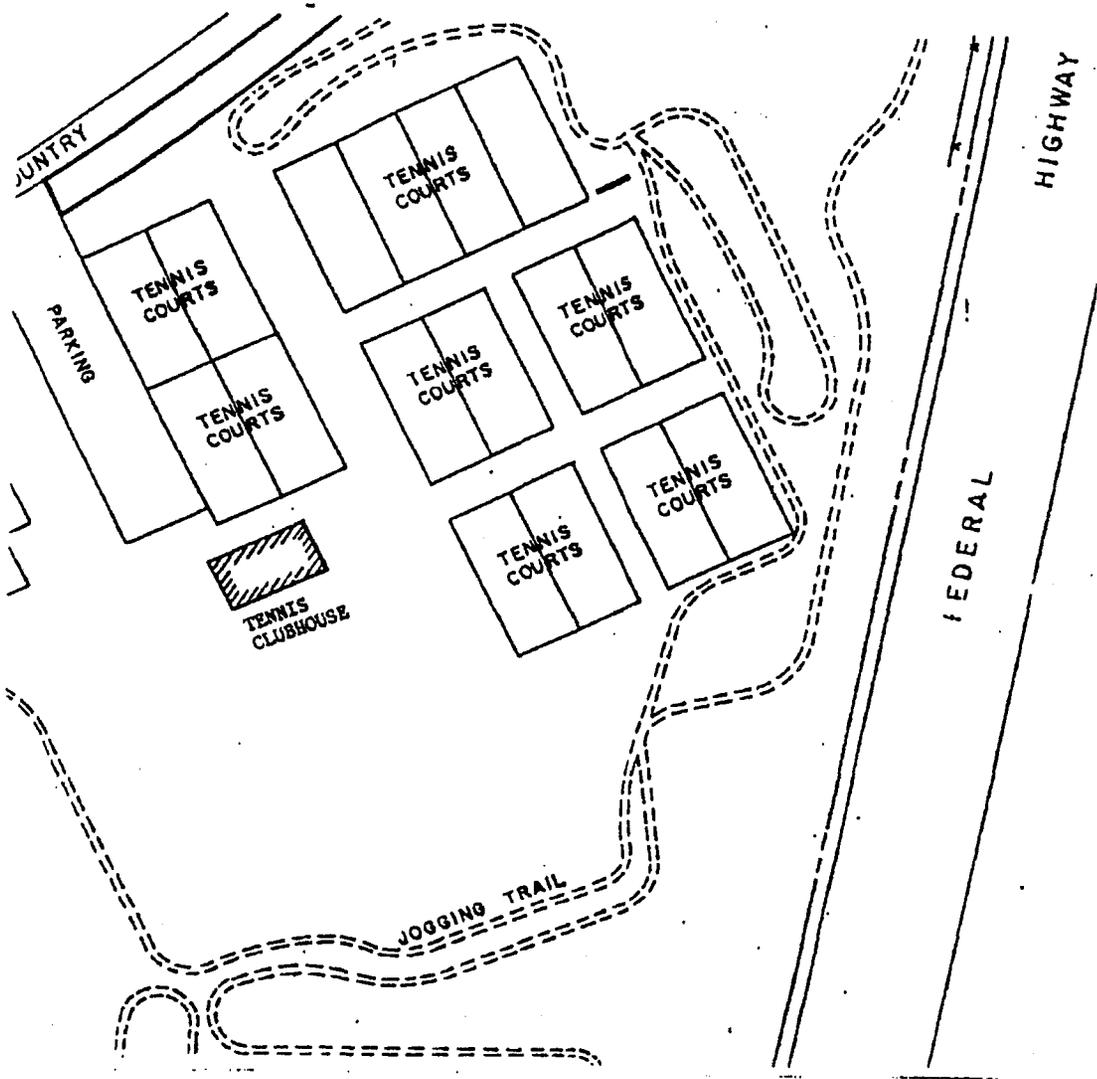


EXHIBIT D

**Fee Schedule for License Agreement ("Agreement")
between
City of Pompano Beach ("CITY") and ProServe Concepts, Inc. ("LICENSEE")
Effective Date: 01/24/12**

<u>Code</u>	<u>Court Fees</u>	<u>Price</u> (not including tax)
501	Res Adult Summer	\$ 4.01
502	Res Jr Summer	\$ 2.03
503	NonRes Adult Summer	\$ 5.00
504	NonRes Jr Summer	\$ 3.02
505	Light Fee Summer	\$ 2.03
506	Res Daily Winter	\$ 6.04
507	NonRes Daily Winter	\$ 7.03
508	Res Add Court Time	\$ 1.04
509	NonRes Add Court Time	\$.99
510	Res Adult Hry Winter	\$ 5.00
511	Res Jr Hry Winter	\$ 3.02
512	NonRes Adult Hry Winter	\$ 6.04
513	NonRes Jr Hry Winter	\$ 4.01
514	Light Fee Winter	\$ 3.02
516	Misc. payments - CITY only	\$
	 <u>Tennis Activities</u>	 <u>Price</u>
520	Private 1/2 Hour Lesson	\$28.00
522	Private 1 Hour Lesson	\$50.00
523	Private 1.5 Hour Lesson	\$75.00
524	Adult Group/Clinic	\$15.00
528 & 529	1/2 Hour Ball Machine	\$ 6.35 (including tax)
530 & 531	1 Hour Ball Machine	\$10.60 (including tax)
532	PeeWee Group/Clinic	\$10.00
534	Jr Group/Clinic 1 Hour	\$10.00
535	Jr Group/Clinic 1.5 Hour	\$15.00
536	Shared Private 1 Hr - 2 people	\$50.00
537	Shared Private 1 Hr - 3 people	\$50.00
538	Shared Private 1 Hr - 4 people	\$50.00
539	Shared Private 1 Hr - 5 people	\$50.00
540	Shared Private 1 Hr - 6 people	\$50.00
549	PeeWee Quick Start	\$96.00
551	Tournament - Single	\$25.00
552	Tournament - Double	\$30.00
553	Adult Social RR	\$10.00

EXHIBIT D

**Fee Schedule for License Agreement (“Agreement”)
between
City of Pompano Beach (“CITY”) and ProServe Concepts, Inc. (“LICENSEE”)
Effective Date: 01/24/12**

560	Shared Private 1.5 Hr - 2 people	\$75.00
561	Shared Private 1.5 Hr - 3 people	\$75.00
562	Shared Private 1.5 Hr - 4 people	\$75.00
563	Shared Private 1.5 Hr - 5 people	\$75.00
564	Shared Private 1.5 Hr - 6 people	\$75.00
565	Jr PrePd 1Hr Lessons (4)	\$40.00
566	PrePd PeeWee 30 min. (4)	\$40.00
567	Jr PrePd 1.5 Hr Lessons (4)	\$60.00

<u>Pro Shop</u>		<u>Price</u>	
541	Tennis Balls (can)	\$ 3.50 (includes tax)	
542 & 545	Stringing	\$24.00 - \$ 36.00	*Merchandise prices
543	Misc. Pro Shop Merchandise	\$ 1.50 - \$100.00	are subject to change
598	NSF Bank Fee	\$15.00 and up	

<u>Camps</u>		
502603	Summer 5-Day Week – 1/2 Day	\$125.00
502604	Summer 5-Day Week - Full Day	\$200.00
502605	Spring 7-Day Week – 1/2 Day	\$175.00
502606	Spring 7-Day Week – Full Day	\$280.00
546	Early / After Care	\$ 5.00
547	Summer Camp Daily Fee	\$ 50.00
548	Summer Camp ½ Day Fee	\$ 35.00
569	Schools & Other Camps - per child	\$ 4.00

LICENSEE may, with written approval of the CITY’s Recreation Program Administrator, offer a 10% Family Discount to families with more than one child enrolled in a weekly tennis camp. The first child will pay full enrollment fees and subsequent siblings will each receive a 10% Discount.

No changes, modifications, price increases or revisions to this Fee Schedule shall be effective unless approved, dated and signed by the CITY’s Recreation Programs Administrator and filed with a current copy of the Agreement. Both CITY and LICENSEE shall retain a copy of this Exhibit in accordance with the provisions of Article 7 of the Agreement and Exhibit E thereunder.

Approved by: _____
Recreation Programs Administrator

Date

EXHIBIT D

Fee Schedule for License Agreement ("Agreement") between City of Pompano Beach ("CITY") and ProServe Concepts, Inc. ("LICENSEE") Effective Date: 01/24/12

Partis & Rec One Corner
Run Date: 06/17/11
Run Time: 11:06A

RecTrac Live ACTIVITY LISTING DETAIL

Page: 1
User: LKT

Act#	Description	Seq	Reg	Start Date	End Date	Time Period	Meeting Days	Min	Max	Res	NR	Tot
502603	1/2 Day - Week 1	1	06/08/2011	06/10/2011	8:00A-12:30P	M,Tu,W,Th,F	1	50	2	1	3	
	SELEC Description		Amount	Res	Pol	Fee Code	Dis					
	SPRO Fee Pro		100.00	Yes	Yes	RES,NR	No					
	SCITY Fee City		20.00	Yes	No	Res,NR	No					
502604	Summer - Week 1	1	06/08/2011	06/10/2011	8:00A-5:00P	M,Tu,W,Th,F	9	60	10	11	21	
	SELEC Description		Amount	Res	Pol	Fee Code	Dis					
	SPRO Fee Pro		180.00	Yes	Yes	RES,NR	Yes					
	SCITY Fee City		40.00	Yes	No	Res,NR	Yes					
502606	1/2 Day Spring - WK	WK	04/21/2011	04/28/2011	8:00A-12:30P	M,Tu,W,Th,F	10	50	0	0	0	
	SELEC Description		Amount	Res	Pol	Fee Code	Dis					
	SPRO Fee Pro		140.00	Yes	Yes	RES,NR	No					
	SCITY Fee City		38.00	Yes	No	Res,NR	No					
502608	All Day Spring Week	WK	04/21/2011	04/28/2011	8:00A-5:00P	M,Tu,W,Th,F	19	50	6	0	6	
	SELEC Description		Amount	Res	Pol	Fee Code	Dis					
	SPRO Fee Pro		224.00	Yes	Yes	RES,NR	No					
	SCITY Fee City		58.00	Yes	No	Res,NR	No					

TOTAL CLASSES IN SELECTED RANGE: 4
 TOTAL MAX COUNTS IN SELECTED RANGE: 208
 TOTAL RESIDENTS ENROLLED IN SELECTED RANGE: 18
 TOTAL NON-RESIDENTS ENROLLED IN SELECTED RANGE: 12
 TOTAL ENROLLMENTS IN SELECTED RANGE: 30
 TOTAL SLOTS AVAILABLE IN SELECTED RANGE: 170

SELECTION CRITERIA:
 Date Range: 04/01/2011 Thru 06/01/2011
 Sort Option: Activity
 Reg Option: Normal
 Act# Range: 502603 Thru 502608 Worksheet:
 Type Range: 25 Thru 25 Worksheet:
 Cover: Mon, Tue, Wed, Thu, Fri
 Day Match: Any Day

EXHIBIT D

Fee Schedule for License Agreement ("Agreement") between City of Pompano Beach ("CITY") and ProServe Concepts, Inc. ("LICENSEE") Effective Date: 01/24/12

Parts & Rec Civic Center
Run Date: 06/17/11
Run Time: 12:21P

RecTrac Live
Pass Type Listing

Page: 1
User: LKT

Print Description	Pass	Category	Status	Type	Pass Fee	Detail Description					
N RES ADD	SNADD	No Category Linked	Active	Normal		Add on to NRes Single (2nd Person) member					
Pass Fee Info:		Require Manual Fee Calc? No		Install Billing Default:							
SRCode	Description	Amount	IR Amount	IR Int	Count	Rate	Fee Code	Disc	Recess	Disc	On/After
SMEMB	Membership Fee	150.00	0.00	0.00	1.00	Yes	NR		No		0.00
	Revenue GL: 1: 34742, Cost Ctr: (100.00%)										
	Discount GL: 34742, Cost Ctr: Susp/Wash GL: 34742, Cost Ctr:										
	Receivables: 0, Cost Ctr: Unearned GL: 0, Cost Ctr:										
N Res Adult Sin	SNAS	No Category Linked	Active	Normal		Non Resident Adult Single					
Pass Fee Info:		Require Manual Fee Calc? No		Install Billing Default:							
SRCode	Description	Amount	IR Amount	IR Int	Count	Rate	Fee Code	Disc	Recess	Disc	On/After
SMEMB	Membership Fee	380.00	0.00	0.00	1.00	Yes	NR		No		0.00
	Revenue GL: 1: 34742, Cost Ctr: (100.00%)										
	Discount GL: 34742, Cost Ctr: Susp/Wash GL: 34742, Cost Ctr:										
	Receivables: 0, Cost Ctr: Unearned GL: 0, Cost Ctr:										
Non Res Family	SNFAM	No Category Linked	Active	Normal		Non Resident Family Membership related a					
Pass Fee Info:		Require Manual Fee Calc? No		Install Billing Default:							
SRCode	Description	Amount	IR Amount	IR Int	Count	Rate	Fee Code	Disc	Recess	Disc	On/After
SMEMB	Membership Fee	500.00	0.00	0.00	1.00	Yes	NR		No		0.00
	Revenue GL: 1: 34742, Cost Ctr: (100.00%)										
	Discount GL: 34742, Cost Ctr: Susp/Wash GL: 34742, Cost Ctr:										
	Receivables: 0, Cost Ctr: Unearned GL: 0, Cost Ctr:										
Non Res Junior	SNJR	No Category Linked	Active	Normal		Non Resident Junior under age 18					
Pass Fee Info:		Require Manual Fee Calc? No		Install Billing Default:							
SRCode	Description	Amount	IR Amount	IR Int	Count	Rate	Fee Code	Disc	Recess	Disc	On/After
SMEMB	Membership Fee	36.00	0.00	0.00	1.00	Yes	NR		No		0.00
	Revenue GL: 1: 34742, Cost Ctr: (100.00%)										
	Discount GL: 34742, Cost Ctr: Susp/Wash GL: 34742, Cost Ctr:										
	Receivables: 0, Cost Ctr: Unearned GL: 0, Cost Ctr:										
NR Adult Addon	SNXA	No Category Linked	Active	Normal		Non Resident Adult Additional member resid					
Pass Fee Info:		Require Manual Fee Calc? No		Install Billing Default:							
SRCode	Description	Amount	IR Amount	IR Int	Count	Rate	Fee Code	Disc	Recess	Disc	On/After
SMEMB	Membership Fee	150.00	0.00	0.00	1.00	Yes	NR		No		0.00
	Revenue GL: 1: 34742, Cost Ctr: (100.00%)										
	Discount GL: 34742, Cost Ctr: Susp/Wash GL: 34742, Cost Ctr:										
	Receivables: 0, Cost Ctr: Unearned GL: 0, Cost Ctr:										
NR Adult Daily	SNRADLT	No Category Linked	Inactive	Normal		NR Adult Daily					
Pass Fee Info:		No default fees are linked to this pass type									
NR Junior Daily	SNRJR	No Category Linked	Inactive	Normal		NR Junior Daily					
Pass Fee Info:		No default fees are linked to this pass type									
NR Res Summer	SNRSUM	No Category Linked	Inactive	Normal		Non Resident Adult Summer membership					
Pass Fee Info:		Require Manual Fee Calc? No		Install Billing Default:							
SRCode	Description	Amount	IR Amount	IR Int	Count	Rate	Fee Code	Disc	Recess	Disc	On/After
SMEMB	Membership Fee	75.00	0.00	0.00	1.00	Yes	NR		No		0.00
	Revenue GL: 1: 34742, Cost Ctr: (100.00%)										
	Discount GL: 34742, Cost Ctr: Susp/Wash GL: 34742, Cost Ctr:										
	Receivables: 0, Cost Ctr: Unearned GL: 0, Cost Ctr:										
R ADD	SRADD	No Category Linked	Active	Normal		Add on to Resident Single (2nd person)mem					
Pass Fee Info:		Require Manual Fee Calc? No		Install Billing Default:							
SRCode	Description	Amount	IR Amount	IR Int	Count	Rate	Fee Code	Disc	Recess	Disc	On/After
SMEMB	Membership Fee	125.00	0.00	0.00	1.00	Yes	Res		No		0.00
	Revenue GL: 1: 34742, Cost Ctr: (100.00%)										
	Discount GL: 34742, Cost Ctr: Susp/Wash GL: 34742, Cost Ctr:										
	Receivables: 0, Cost Ctr: Unearned GL: 0, Cost Ctr:										

EXHIBIT D

Fee Schedule for License Agreement ("Agreement") between City of Pompano Beach ("CITY") and ProServe Concepts, Inc. ("LICENSEE") Effective Date: 01/24/12

Parks & Rec Civic Center
Run Date: 08/17/11
Run Time: 12:21P

RecTrac Live
Pass Type Listing

Page: 2
User: LXT

Print Description	Pass	Category	Status	Type	Pinch Pass	Detail Description
Fee Adult Adm Pass Fee Info: Requires Manual Fee Calc? No	SRXA	No Category Linked	Active	Normal	Install Billing Default:	Resident Adult add on to Family membership
SRMEM Description:	Amount:	IR Amount:	IR Int:	Count:	Res	Fee Code
MEMB Membership Fee	100.00	0.00	0.00	1.00	Yes	Fee
Revenue GL: 34742, Cost Cr: (100.00%)						
Discount GL: 34742, Cost Cr: Susp/Wash GL: 34742, Cost Cr:						
Receivable: 0, Cost Cr: Unearned GL: 0, Cost Cr:						
Fee Adult Daily Pass Fee Info: No default fees are linked to this pass type.	SRESADLT	No Category Linked	Inactive	Normal	Install Billing Default:	Resident Adult Daily
SRMEM Description:	Amount:	IR Amount:	IR Int:	Count:	Res	Fee Code
MEMB Membership Fee	230.00	0.00	0.00	1.00	Yes	Fee
Revenue GL: 34742, Cost Cr: (100.00%)						
Discount GL: 34742, Cost Cr: Susp/Wash GL: 34742, Cost Cr:						
Receivable: 0, Cost Cr: Unearned GL: 0, Cost Cr:						
Fee Adult Sing Pass Fee Info: Requires Manual Fee Calc? No	SRAS	No Category Linked	Active	Normal	Install Billing Default:	Resident Adult Single Yearly Membership
SRMEM Description:	Amount:	IR Amount:	IR Int:	Count:	Res	Fee Code
MEMB Membership Fee	230.00	0.00	0.00	1.00	Yes	Fee
Revenue GL: 34742, Cost Cr: (100.00%)						
Discount GL: 34742, Cost Cr: Susp/Wash GL: 34742, Cost Cr:						
Receivable: 0, Cost Cr: Unearned GL: 0, Cost Cr:						
Fee Family Pass Fee Info: Requires Manual Fee Calc? No	SRFAM	No Category Linked	Active	Normal	Install Billing Default:	Resident Family 2 (people over 18 related and
SRMEM Description:	Amount:	IR Amount:	IR Int:	Count:	Res	Fee Code
MEMB Membership Fee	349.00	0.00	0.00	1.00	Yes	Fee
Revenue GL: 34742, Cost Cr: (100.00%)						
Discount GL: 34742, Cost Cr: Susp/Wash GL: 34742, Cost Cr:						
Receivable: 0, Cost Cr: Unearned GL: 0, Cost Cr:						
Fee Jr Daily Pass Fee Info: No default fees are linked to this pass type.	SRESJR	No Category Linked	Inactive	Normal	Install Billing Default:	Resident Junior Daily
SRMEM Description:	Amount:	IR Amount:	IR Int:	Count:	Res	Fee Code
MEMB Membership Fee	35.00	0.00	0.00	1.00	No	Fee
Revenue GL: 34742, Cost Cr: (100.00%)						
Discount GL: 34742, Cost Cr: Susp/Wash GL: 34742, Cost Cr:						
Receivable: 0, Cost Cr: Unearned GL: 0, Cost Cr:						
Resident Summer Pass Fee Info: Requires Manual Fee Calc? No	SRESUM	No Category Linked	Inactive	Normal	Install Billing Default:	Resident Summer Membership
SRMEM Description:	Amount:	IR Amount:	IR Int:	Count:	Res	Fee Code
MEMB Membership Fee	90.00	0.00	0.00	1.00	Yes	Fee
Revenue GL: 34742, Cost Cr: (100.00%)						
Discount GL: 34742, Cost Cr: Susp/Wash GL: 34742, Cost Cr:						
Receivable: 0, Cost Cr: Unearned GL: 0, Cost Cr:						

Total Records in Selected Range: 18

- SELECTION CRITERIA**
- Pass Type Range: SRADD - SRXA Without
 - Print Fee Info? Yes
 - Print BRCCode GL Descr? Yes
 - Print Billing Info? No
 - Print Pass Printing Info? No
 - Print General Setup? No
 - Print Registration/Restrictions Info? No
 - Print Receipts Info? No
 - Print Cost Info? No
 - Print CYS Info? No
 - Print HuntTrac Info? No
 - Hide Line Between Types? No
 - Sort By: Pass Description

EXHIBIT E

**Accounting Methods and Procedures for License Agreement (“Agreement”)
between
City of Pompano Beach (“CITY”) and ProServe Concepts, Inc. (“LICENSEE”)**

A. Recordkeeping, Records Retention, and Audit Access

1. LICENSEE shall keep full and complete records of all gross income and expenses resulting from all services and merchandise to be provided under this Agreement.

2. LICENSEE shall install and maintain a system for keeping the records required under this Agreement in accordance with generally accepted accounting principles.

3. LICENSEE’s failure to produce any of the records described herein following a request by CITY shall be deemed a material breach and CITY may terminate this Agreement as set forth therein. In addition, CITY shall have the right to review LICENSEE’S system of internal controls relating to the goods and services provided under this Agreement and to suggest needed changes which shall be timely implemented.

4. LICENSEE agrees that CITY reserves the right to request a copy of its federal tax returns and state sales tax returns and to timely provide CITY same upon request.

5. LICENSEE shall keep, maintain and preserve a complete record of all transactions together with invoices, bills of lading, gross receipts from purchases, 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 hereunder. If any technology improvements, digital storage, or other methods that accomplish the same are proven reliable, those methods may be implemented subject to approval of the CITY’s Internal Auditor.

6. All books, invoices, books, papers, accounting records, receipts, ledgers, journals, bank statements, state sales tax and federal tax returns, timesheets, work schedules, reports and certificates of insurance required under this Agreement shall be made available for inspection by the Department of Revenue, the Internal Revenue Service and/or CITY representatives at a mutually acceptable time and location in Broward County.

7. CITY requires LICENSEE to retain all records and documentation required under this Agreement for a minimum period of five (5) years after termination of this Agreement or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes.

8. LICENSEE shall promptly pay all taxes required by federal, state, and local authorities and shall pay any applicable taxes due under this Agreement. Sales tax computed must ensure compliance with all state sales tax provisions currently in force or as may be amended from time to time.

B. Daily Operations

1. LICENSEE may not accept or process payments. All tennis pro shop sales, lessons, tournaments, camps, merchandise and services provided under this Agreement shall be processed and recorded daily through the CITY's RecTrac accounting system by a CITY authorized Cash Handler on a CITY issued computer or cash register. The patron will be issued a receipt at the time of the sale and submit same to LICENSEE as proof of payment.

2. The RecTrac system shall provide the control capability to separately account for the percentage of revenue designated to LICENSEE and CITY, respectively.

3. LICENSEE and CITY's revenue stream under this Agreement shall be tracked and reconciled by the processing of a daily General Ledger Distribution Report to be run simultaneously with the daily Cash Journal Report at the end of each cashier shift. All daily reports shall be maintained and filed for a minimum of five (5) years after the Agreement terminates or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes.

4. All revenues and sales tax collected at the Tennis Center, shall be submitted by daily deposit to the CITY's Treasury Department via the CITY's mail courier. The Treasury Department shall retain the original General Ledger Distribution Report in addition to the daily bank deposit ticket for a minimum of five (5) years.

5. LICENSEE shall maintain a separate corporate checking account which shall be utilized solely for the income it generates and expenses it incurs under this Agreement.

6. All merchandise and services provided under this Agreement shall be sold at the fixed unit price set forth in the Fee Schedule attached as Exhibit D to this Agreement. A sign shall be displayed inside the Tennis Center showing all fees. All tennis pro shop merchandise will be tagged with the base price amount and 6% sales tax will be assessed on all merchandise sales through RecTrac processing.

7. LICENSEE may, with written approval of the CITY's Recreation Programs Administrator, offer a 10% family discount to families with more than one child enrolled in a weekly tennis camp. The first child will pay full enrollment fees and subsequent siblings will each receive a 10% discount. The RecTrac activity codes for camps will be set by the CITY's accounting clerk to automatically calculate the discount after the first enrollment. The 10% will deduct from both the CITY's and LICENSEE's share of the revenues under this Agreement. LICENSEE shall submit copies of the Daily Sign-in sheets for all Tennis Camps to the Tennis Center Office staff.

8. Revenues from all merchandise and services provided under this Agreement shall be processed using the POS (Point of Sale) or Activity Registration functions in RecTrac. Each activity will have its own unique code. Gift Certificates shall not be used for merchandise sales.

9. LICENSEE shall generate a minimum of \$20,000 annually in net revenues for the CITY under this Agreement which shall be payable in quarterly installments of \$5,000.00 and, if unable to do so, LICENSEE shall forward the CITY's Recreation Manager a check for the difference made payable to the City of Pompano Beach within ten (10) business days after the close of each quarter.

10. The RecTrac codes for merchandise and services to be provided under this Agreement shall be programmed to post to two separate General Ledger Accounts. LICENSEE's 80% share of the revenue stream will post to Holding Acct. (1) entitled "**Holding Acct. Tennis Contract Fees,**" the account number for which is **001-00-00-195-9700**. CITY's 20% share of the revenue stream will post to the CITY's Revenue Account entitled "Tennis Contract Fees," the account number for which is **001-00-00-347-4400**. CITY will pay LICENSEE 100% of all sales tax collected on Pro Shop merchandise and ball machine rentals. All said taxes will post 100% to "**Holding Acct. (2) Tennis Contract Tax,**" the account number for which is 001-00-00-195-9700.

11. CITY will retain one hundred (100%) percent of all fees collected for yearly memberships, summer membership fees and hourly court fees.

12. LICENSEE shall be responsible for reporting and paying all state or local sales tax due under this Agreement. At the end of each month, the CITY's Recreation Manager will prepare a General Ledger report for **Holding Acct. (2)** to document the total sales tax collected on the ball machine rentals and all merchandise sold. A copy of the report shall be given to LICENSEE and a copy kept on file at the Tennis Center Office. At the close of each quarter, LICENSEE will provide the CITY's Recreation Manager valid documentation to prove that the sales tax was accurately reported and paid.

C. Payment To LICENSEE

1. Payment to LICENSEE will be processed every two weeks. The CITY's Department Accounting Clerk or designated Tennis Center clerical staff member will prepare the Cash Payment Requisition ("CPR") on the 16th of each month for the previous 15 days, and on the 1st business day of each month for the last 15 or 16 days of the previous month.) A Sales History Report and Cost Center General Ledger Report for those specific dates shall be attached as backup. The totals must match on all documents submitted.

2. The original CPR and backup shall be reviewed and approved by the CITY's **Accounting Clerk and Recreation Manager** and then submitted to its Finance Department for check processing. The checks for these payments shall be issued in accordance with the Finance Department's check processing deadlines.

3. Copies of the CPR and backup shall be given to the LICENSEE and the CITY's Recreation Manager and also kept on file at the Tennis Center Office and in the Parks & Recreation Department's administrative files at the Emma Lou Olson Civic Center.

4. At the end of each fiscal year, copies of all CPR and financial reports for LICENSEE payments will be boxed, labeled and stored for a minimum of five (5) years after the Agreement terminates or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes.

5. All checks issued for payments to LICENSEE shall be made payable to ProServe Concepts, Inc., 5290 NW 53 Avenue, Coconut Creek, FL 33073. All revenue will be reported to the IRS under Taxpayer Identification Number 20-2352542.

Tennis License Accounting Procedures Effective Date 1/24/12.

Maria Blawie
Recreation Programs Administrator

12-15-12
Date

EXHIBIT F

**Insurance Requirements for License Agreement ("Agreement")
between
City of Pompano Beach ("CITY") of ProServe Concepts, Inc. ("LICENSEE")**

LICENSEE shall not commence operations under the terms of this Agreement until certification or proof of insurance detailing terms and provisions of coverage has been received and approved by the CITY's Risk Manager who can be reached at (954) 786-5555 should you require further clarification regarding the insurance matters contained herein.

The following insurance coverage shall be required of LICENSEE.

A. Worker's Compensation Insurance

Covering all employees and providing benefits as required by Florida Statute 440 regardless of the size of your company. LICENSEE further agrees to be responsible for employment, control and conduct of its employees and for an injury sustained by such employees in the course of their employment.

B. Public Liability Insurance

Naming the City of Pompano Beach as an additional insured in connection with the work being done under this Agreement. Policy must include sexual abuse/molestation endorsement rider.

C. The following checked types of insurance and minimum policy limits are required.

<u>Types of Insurance</u>	<u>Limits of Liability</u>		
	<u>Each Occurrence</u>	<u>Aggregate</u>	
<u>Public Liability</u>			
XXX Comprehensive Form			
XXX Premises - Operations	Bodily Injury	\$ 200,000	\$ 300,000
___ Explosion & Collapse Hazard	Property Damage	\$ 50,000	\$ 50,000
___ Underground Hazard	OR		
XXX Products (if items are sold)	Bodily Injury and		
XXX Contractual Insurance	Property Damage		
___ Liquor Legal (if items are sold)	Combined	\$ 300,000	\$ 300,000
XXX Independent Contractors			
XXX Personal Injury	Personal Injury	\$ 300,000	\$ 300,000
<hr/>			
<u>Excess Liability</u>			
___ Umbrella Form	Bodily Injury and		
	Property Damage		
XXX Other than umbrella form	Combined	\$ 1,000,000	\$ 1,000,000

Other:

This certificate or proof of insurance must contain a provision for notification to CITY thirty (30) days in advance of any material change in coverage or cancellation.

Prior to LICENSEE's provision of goods and services under this Agreement, LICENSEE shall furnish proof of the foregoing insurance requirements to the CITY's Risk Manager at Post Office Box 1300, Pompano Beach, FL 33061



CERTIFICATE OF LIABILITY INSURANCE

OP ID: KS

DATE (MM/DD/YYYY)
01/24/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER TCC Associates, Inc. PO Box 11975 Fort Lauderdale, FL 33339-1975 Thomas C Cundy, Jr.	954-565-1117 954-565-1131	CONTACT NAME: Eddie Sposa PHONE (A/C, No, Ext): 954-263-8306 FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: PROSE-1	INSURER(S) AFFORDING COVERAGE INSURER A: Northfield Insurance Company INSURER B: Bridgefield Casualty Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #
INSURED Proserve Concepts, Inc. 5290 NW 53rd Avenue Coconut Creek, FL 33073				

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY						
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X	WS089261	01/24/12	01/24/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ 0
GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC						
AUTOMOBILE LIABILITY						
ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR-PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	19624808	01/24/12	01/24/13	X WC STATUTORY LIMITS OTH-ER E L EACH ACCIDENT \$ 100,000 E L DISEASE - EA EMPLOYEE \$ 100,000 E L DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Director of City of Pompano Beach Tennis Facility

CERTIFICATE HOLDER CITYPOM City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

OP ID: KS

DATE (MM/DD/YYYY)
01/24/12

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INSURED Proserve Concepts, Inc. 5290 NW 53rd Avenue Coconut Creek, FL 33073		NAIC #	

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR, INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR	X	VVS089261	01/24/12	01/24/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTAL PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000 \$ 0
ABUSE MOLESTATION EXCLUSION REMOVED						
GENERAL AGGREGATE LIMIT APPLIES PER X POLICY PRO LEFT LEG						
AUTOMOBILE LIABILITY APPROVED RISK MANAGEMENT						
ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS RENTED AUTOS NON-OWNED AUTOS			DATE: <u>02/16/12</u> BY: <u>JTM</u>		COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS MADE DEDUCTIBLE RETENTION \$		EACH OCCURRENCE \$ AGGREGATE \$ \$ \$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/OWNER/EXECUTIVE OFFICIAL/BOARDER EXCLUDED (Mandatory in FL) If YES, provide details in DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	19624808	01/24/12	01/24/13	X WE STAFF/ TORY LIMITS OTHER \$1 EACH ACCIDENT \$ 100,000 CL DISEASE - EA EMPLOYEE \$ 100,000 CL DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Director of City of Pompano Beach Tennis Facility

CERTIFICATE HOLDER City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060	CITYPOM	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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CERTIFICATE OF LIABILITY INSURANCE

PROSE-1 OP ID: BC

DATE (MM/DD/YYYY)
05/28/2015

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.

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PRODUCER TCC Associates, Inc. PO Box 11975 Fort Lauderdale, FL 33339-1975 Thomas C Cundy, Jr.	CONTACT NAME: Thomas C Cundy, Jr. PHONE (A/C, No, Ext): 954-565-1117 FAX (A/C, No): 954-565-1131 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Western Heritage Ins Co</td> <td>37150</td> </tr> <tr> <td>INSURER B: Progressive Express Ins Co</td> <td>10193</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Western Heritage Ins Co	37150	INSURER B: Progressive Express Ins Co	10193	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
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INSURED Proserve Concepts, Inc. c/o Eddie Sposa 920 NE 18th Avenue Pompano Beach, FL 33060														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		SCP1023430	01/24/2014	01/24/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALLOWED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		03250760-0	08/25/2014	08/25/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<input type="checkbox"/> 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			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Events - Low - Excluding Injury to Athletic Participants
 Abuse and Molestation coverage Included for \$100,000 / \$300,000

APPROVED
 RISK MANAGEMENT
 ON: 05/28/15
 BY: JMS

CERTIFICATE HOLDER CITYPOM City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Meeting Date: June 23, 2015

Agenda Item 8

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SHIFF CONSTRUCTION AND DEVELOPMENT, INC. TO PERFORM FILTER BUILDING OFFICES CONSTRUCTION AND RESTROOM REMODEL FOR THE UTILITIES DEPARTMENT IN THE AMOUNT OF \$98,888.71; PROVIDING AN EFFECTIVE DATE.

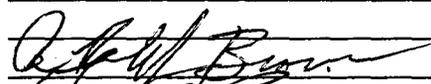
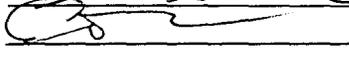
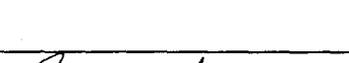
Summary of Purpose and Why:

Some Utilities Department staff is currently working from temporary locations and as a result additional office space is required. The filter building's laboratory was previously decommissioned and this space is suitable for three (3) new offices and a conference room. In addition, the adjacent restrooms require remodeling which will also bring them into ADA compliance. The City intends on utilizing the National Joint Powers Alliance Contract (NJPA) with Shiff Construction and Development, Inc., in order to procure these services.

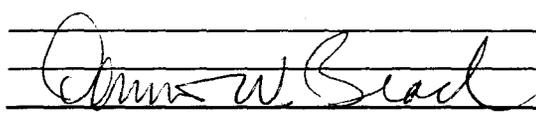
Attached please find the following: Piggyback Agreement between City of Pompano Beach and Shiff Construction and Development, Inc., Exhibit A (Contract between Shiff and NJPA), Exhibit B (Cost Estimate), Exhibit C (Insurance).

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: \$98,888.71, CIP 05-886 (Water Treatment Plant Maintenance), Account No. 420-7264533-6512.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Utilities Director	<u>6/12/15</u>	APPROVE	
City Attorney	<u>6/15/15</u>	APPROVE	
Finance	<u>6/12/15</u>	APPROVE	
Budget	<u>6-17-15</u>	APPROVE	

Advisory Board
 Development Services Director
 City Manager 



ACTION TAKEN BY COMMISSION:

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

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SHIFF CONSTRUCTION AND DEVELOPMENT, INC. TO PERFORM FILTER BUILDING OFFICES CONSTRUCTION AND RESTROOM REMODEL FOR THE UTILITIES DEPARTMENT IN THE AMOUNT OF \$98,888.71; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Agreement between the City of Pompano Beach and Shiff Construction and Development, Inc. to perform filter building offices construction and restroom remodel for the utility department in the amount of \$98,888.71, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Shiff Construction and Development, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

AGREEMENT FOR UTILITIES DEPARTMENT FILTER BUILDING OFFICES CONSTRUCTION AND RESTROOM REMODEL

Agreement for work in and about the City of Pompano Beach, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 for Utilities Department Filter Building Offices Construction and Restroom Remodel dated _____, 2015, by and between the City of Pompano Beach (hereinafter called CITY) and Shiff Construction and Development, Inc., 3201 N. Federal Highway, Ft. Lauderdale, FL 33306 (hereinafter called CONTRACTOR).

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

1. WORK TO BE PERFORMED

CONTRACTOR will perform Filter Building Offices Construction and Restroom Remodel for the Utilities Department.

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

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

“National Joint Powers Alliance” (NJPA) Contract, IFB FL 06-022912-SCD

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

2. SCOPE OF WORK GENERAL

2.01 GENERAL DESCRIPTION OF WORK

- A. The CONTRACTOR will perform Filter Building Offices Construction and Restroom Remodel for the Utilities Department as proposed in the detailed scope attached as **Exhibit B** and as specified in the NJPA Agreement.

- B. All other required work whether implied or incidental to the proper completion of the project.

3. CONTRACT DOCUMENTS

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

4. CONTRACT TIME

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

5. COMPENSATION TO BE PAID CONTRACTOR

In consideration of the faithful performance of this Agreement by the CONTRACTOR, the CITY will pay to the CONTRACTOR the fixed price of **\$98,888.71** for the proposed work which was based off actual measured quantities and unit pricing in the NJPA 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 NJPA Contract. The CITY will have to pay the CONTRACTOR for acceptable and conforming work, inclusive of all materials, supplies, costs, fees and is the maximum extent of the CITY's obligation to pay CONTRACTOR but does not constitute a limitation, of any sort, of the CONTRACTOR's obligations to perform the work in accordance with this contract.

"CORPORATION":

Shiff Construction & Development, Inc.

By: [Signature]
Signature

JUSTEN SHIFF

Typed, Stamped or Printed Name

PRESIDENT

Title

Witnesses:

[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF BROWARD

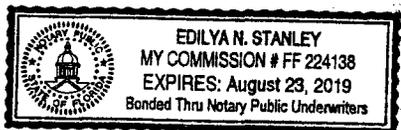
The foregoing instrument was acknowledged before me this 9th day of June, 2015 by Justen Shiff, as President, of Shiff Construction Development on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification), as identification.

NOTARY'S SEAL:
FLORIDA

[Signature]
NOTARY PUBLIC, (STATE OF

Edilya Stanley
(Name of Acknowledger Typed, Printed or Stamped)

FF224138
Commission Number



"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH
CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:
FLORIDA

NOTARY PUBLIC, STATE OF

(Name of Acknowledger Typed, Printed
or Stamped)

Commission Number

EXHIBIT A



National Joint Powers Alliance®

INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: FL06-022912-SCD

GEOGRAPHIC REGION Southern FL Contract 2

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

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

hereinafter referred to as the CONTACTOR.

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

ARTICLE 1. CONTRACT DOCUMENTS

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

	AWARD MULTIPLIER	x	PRICE ADJUSTMENT	=	OPTION MULTIPLIER
# FL06-022912-SCD					
NPP	1.1872		1.0000		1.1872
Premium Time	1.1660		1.0812		1.2607
Regular Time	1.1130		1.0812		1.2034

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contracts and with the above identified modifications for the period of March 20, 2015 through March 19, 2016.

National Joint Powers Alliance® (NJPA)

By:  , Its: Executive Director/CEO

Name printed or typed: Chad Coquette

Date: 2/19/15

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

By:  , Its: President

Name printed or typed: JUSTIN SHIFF

Date: 2-11-15

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

Discontinue: We desire to discontinue the contract.

Signature: _____, Date: _____

ARTICLE 2. SCOPE OF WORK

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

ARTICLE 3. THE AGREEMENT PRICE

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

ARTICLE 4. TERM OF THE AGREEMENT

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

ARTICLE 5. SOFTWARE LICENSING

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

ARTICLE 6. IQCC SYSTEM LICENSE

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

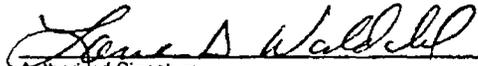
The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to eziQC, LLC for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of eziQC, LLC. The Contractor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

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

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

By:

National Joint Powers Alliance


Authorized Signature

Contractor


Authorized Signature

JUSTIN SIFF
Print Name

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

TO BE COMPLETED BY NJPA AFTER AWARD

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

1.1130

(Specify to four (4) decimal places)

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

1.1160

(Specify to four (4) decimal places)

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

1.1872

(Specify to four (4) decimal places)

IFB DOCUMENTS

CONTRACT NO.
FL01-022912, FL02-022912, FL03-022912 , FL04-022912,
FL05-022912, FL06-022912 & FL07-022912

INDEFINITE QUANTITY CONSTRUCTION CONTRACT



202 12th Street NE
Staples, MN 56479

Mr. Gregg Meierhofer
Coordinator of Bids and Contracts
ezlQC@NJPACOOOP.org

January 2012



National Joint Powers Alliance*

INDEFINITE QUANTITY CONSTRUCTION CONTRACT

(IQCC)

Invitation For Bid

<i>Contract #</i>	<i>Region</i>	<i>Bid Due Date and Time</i>	<i>Bid Deposit</i>	<i>Estimated Annual Value</i>	<i>Term</i>
FL01-022912	Northern FL Contract 1	4:00 PM CDT 02/28/12	\$25,000	\$2,000,000	4 Years
FL02-022912	Northern FL Contract 2	4:00 PM CDT 02/28/12	\$25,000	\$2,000,000	4 Years
FL03-022912	Central FL Contract 1	4:00 PM CDT 02/28/12	\$25,000	\$2,000,000	4 Years
FL04-022912	Central FL Contract 2	4:00 PM CDT 02/28/12	\$25,000	\$2,000,000	4 Years
FL05-022912	Southern FL Contract 1	4:00 PM CDT 02/28/12	\$25,000	\$2,000,000	4 Years
FL06-022912	Southern FL Contract 2	4:00 PM CDT 02/28/12	\$25,000	\$2,000,000	4 Years
FL07-022912	Southern FL Contract 3	4:00 PM CDT 02/28/12	\$25,000	\$2,000,000	4 Years

Bids for all contracts covered by this solicitation are due by **4:00 PM CDT on February 28, 2012**

At the offices of the
National Joint Powers Alliance
202 12th Street NE, Staples, MN 56479

The National Joint Powers Alliance (NJPA) issues this Invitation For Bid (IFB) on behalf of, and to provide Indefinite Quantity Construction Contracting (IQCC) services to NJPA, current and potential NJPA government, education, and non-profit Members in Florida. It is the intention of NJPA to award individual contracts for General Construction services in each Region. Each contract has an initial term of one (1) year and bilateral option provisions for three (3) additional one year periods, and the total term of the contract cannot exceed four (4) years. The estimated annual value is \$2,000,000.

IQCC, also known as Job Order Contracting (JOC), is a construction contracting procurement system that provides facility owners with access to "on-call" contractors to provide immediate construction services over an extended period of time.

Intending bidders are required to attend a pre-bid seminar which shall be conducted for the purpose of discussing the IQCC procurement system, the contract documents, and bid forms. Attendance at one seminar is a mandatory condition of bidding.

2/7/2012 10:00 AM EDT Broward Community College, A. Hugh Adams Central Campus, 3501 S.W. David Road, Building 19 Room 126, Ft. Lauderdale, FL 33314
2/8/2012 1:30 PM EDT Seminole State College of Florida, 100 Weldon Blvd. Public Safety Building, Room 0110, Sanford, FL 32773-6199
2/9/2012 10:00 AM EDT Florida State College at Jacksonville, 101 West State Street, Downtown – Conference Room A1170, Jacksonville, FL 32202

An electronic (CD) copy of the IFB Documents which include the instructions for submitting a bid and the bid documents may be obtained by letter of request to Gregg Meierhofer, NJPA, 202 12th Street NE, Staples, MN 56479, or by email request to ezlQC@NJPACOOOP.org. **All requests must include mailing address, email address, contact name, and phone number.** Bids are due by 4:00 p.m. CDT on February 28, 2012 and will be opened at 9:00 a.m. on February 29, 2012 IFB Documents will be available until the bid opening date of February 29, 2011.

Direct questions regarding this IFB to: Gregg Meierhofer ezlQC@NJPACOOOP.org or (218) 894-5473.

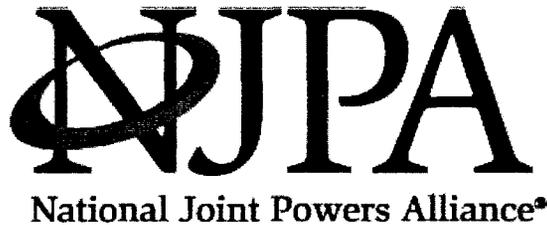
BOOK 1

Project Information, Instructions to Bidders, and Execution Documents

CONTRACT NO.

FL01-022912, FL02-022912, FL03-022912 , FL04-022912,
FL05-022912, FL06-022912 & FL07-022912

INDEFINITE QUANTITY CONSTRUCTION CONTRACT



202 12th Street NE
Staples, MN 56479

Mr. Gregg Meierhofer
Coordinator of Bids and Contracts
gregg.meierhofer@NJPACOOB.org

January 2012

BOOK 1

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NATIONAL JOINT POWERS ALLIANCE®

Book 1 – Project Information, Instructions to Bidders and Execution Documents

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NJPA is a trademark of the National Joint Powers Alliance®. ezIQC®, Construction Task Catalog® and PROGEN® are trademarks of their respective owners.

SECTION ONE - PROJECT INFORMATION

1. DEFINITIONS

- 1.1. **National Joint Powers Alliance (NJPA):** NJPA is a Minnesota Service Cooperative created by Minnesota Legislative Statute 123A.21 with the directive and commitment to offer, among other things, procurement services to its membership. Eligible membership includes cities, counties, governmental agencies, both public and private educational agencies, colleges, universities and non-profit organizations. This Minnesota Statute also allows for service to NJPA Member agencies in Minnesota and all other states. To this end NJPA has, through Minnesota Statute 123A.21, established a series of contracts with various Contractors for products and services that NJPA Members desire to procure. NJPA and its designated representatives are referred to throughout this Contract as "NJPA".
- 1.2. **Joint Exercise of Powers:** Minnesota Statute 471.59 provides for the joint exercise of powers which are common to any two units of government by action of their governing bodies. Many other states have enacted the same, or similar, legislation. NJPA Members relying on this legislation must execute a "Joint Powers" or membership agreement with NJPA. NJPA has developed such an agreement in compliance with Minnesota Law and will review and consider appropriate alterations to this document to facilitate compliance with the laws of another state.
- 1.3. **NJPA Members:**
 - 1.3.1. **Potential NJPA Members:** A Potential NJPA Member is defined as any public or private educational agencies, districts or school boards, and any governmental unit including a city, county, town, political subdivision of Minnesota or another state, and any agency of the State of Minnesota or the United States, any instrumentality of a governmental unit, and any non-profit. Membership in NJPA is required to participate in any NJPA Contract. Any current or potential Member of NJPA who is in compliance with the terms and conditions of membership, shall have the option and freedom to access any of the procurement contracts of NJPA.
 - 1.3.2. **NJPA Member:** An NJPA Member is defined as any "Potential NJPA Member" who has completed and submitted a membership form or acknowledgement.
- 1.4. **Purchase Order:** Purchase Orders for construction and services may be executed between NJPA or NJPA Members and the Contractor pursuant to this Invitation for Bid and the resulting Agreement.
 - 1.4.1. **Governing Law:** Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the NJPA Member. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.
 - 1.4.2. **Additional Terms and Conditions:** Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Contractors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things, formerly introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific policy requirements and standard business practices of the issuing NJPA Member.

- 1.5. **Adjustment Factors:** Adjustment Factors are the Contractor's competitively bid price adjustments to the Unit Prices as published in the Construction Task Catalog, Book 3. Adjustment Factors are expressed as an increase or decrease from the published prices.
- 1.6. **Construction Task Catalog:** A comprehensive listing of specific construction related Tasks, together with a specific unit of measurement and a Unit Price (also referred to as the CTC).

2. ABOUT THE NATIONAL JOINT POWERS ALLIANCE (NJPA)

NJPA is a Joint Powers organization operating under Minnesota Statute 123A.21 and procures contracts under the authority and guidance of the Minnesota Municipal Contracting Law Minnesota Statute 471.345 Subd.15 defining cooperative purchasing. NJPA also serves its national members under MN Statute 471.59 Subd.1 which defines the ability of two governmental agencies to enter into an agreement to share a Contract through the action of their governing boards. This action is based on their local legal ability to recognize and participate in NJPA contracts. The legal ability to forgo the bid process rests on the reference and authority of each individual agency and local policy as well as "Joint Exercise of Powers Authority" and municipal contracting laws within that state. Participation is also authorized by membership and recognizing NJPA's authority to procure on behalf of NJPA Members competitively bid contracts facilitated by NJPA under statutory authority, enabling legislation, and directive. NJPA operates as a national contracting agency offering Contract services and benefits to all qualifying agencies to include all Cities, Counties, Public and private education agencies, and non-profits. A publicly elected Board of Directors calls for bids and awards and holds all contracts and governs NJPA under the guidance of state law. All bids are competitively solicited and awarded by the NJPA publicly elected Board of Directors.

3. DEFINED GOALS OF THE IFB

- 3.1. The goal of this IFB is to establish a group of indefinite quantity construction contracts (IQCC) that NJPA and NJPA Members may access to complete small to medium sized repair, maintenance and new construction Projects at competitively bid prices. The Contractors will perform an ongoing series of individual Projects for NJPA Members at different locations primarily within the designated Region.
- 3.2. One of the major benefits to a Bidder is that one response may be prepared to receive a single award that is potentially available to and accessible by many potential buyers from government agencies, education, and non-profit agencies throughout the Region. NJPA Board of Directors will make awards to the selected Bidder(s). The procurement activities of the NJPA Bid Review Committee is limited to document preparation, answering Bidder questions, advertising the solicitation, distribution of this IFB upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors. Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with as many state laws as possible. It is the responsibility of each participating NJPA Member to ensure to their satisfaction that these laws are satisfied. An individual NJPA Member using these contracts is deemed by its own accord to be in compliance with bidding regulations. NJPA encourages the awarded Contractor to assist NJPA and the NJPA Member in this research to the benefit of all involved. After the award and contract phase, NJPA Members can issue Purchase Orders for any amount without the necessity to prepare their own IFB, RFP or gathering of necessary quotations. This saves the NJPA Members countless hours of time and allows for more economical and efficient purchasing. State laws permit or encourage cooperative purchasing contracts with the belief that better prices and value will result.

4. IQCC OVERVIEW

- 4.1. IQCC is a competitively bid indefinite quantity construction contract awarded to Contractors to accomplish the repair, alteration, modernization, rehabilitation, and minor new construction of infrastructure, buildings, structures, or other real property. The Contract value is based on the anticipated estimated annual use and the Contract term is generally multiple years. The IFB Documents include a Construction Task Catalog (CTC) containing repair and construction Tasks with preset unit prices. All unit prices are based on local labor, material and equipment prices for the direct cost of construction. Once the Agreement is awarded, NJPA Members will order Work from the CTC by issuing a Purchase Order against the Agreement.
- 4.2. Bidders will offer price adjustments (Adjustment Factors) to be applied to the CTC unit prices. The Adjustment Factors represent either an increase to (such as 1.1000) or a decrease from (such as 0.9800) the preset Unit Prices. The amount to be paid for the Work ordered will be determined by: multiplying the preset unit prices by the appropriate quantities and by the appropriate Adjustment Factor. The CTC and the Contractor's Adjustment Factors will be incorporated into the awarded Agreement.
- 4.3. Under IQCC, the Contractor furnishes management, labor, materials, equipment and incidental design support needed to perform the Work.
- 4.4. As Projects are identified, the Contractor will jointly scope the Work with the NJPA Member. The NJPA Member will prepare a Detailed Scope of Work and issue a Request for Proposal to the Contractor. The Contractor will then prepare a Work Order Proposal for the Project including a Price Proposal, Schedule, list of identified subcontractors, and other requested documentation such as cut sheets for materials. If the Work Order Proposal is found to be reasonable, the NJPA Member will issue a Purchase Order. The Purchase Order will reference the Detailed Scope of Work and set forth the Work Order Completion Time, and the Work Order Price. The Contractor shall perform the Detailed Scope of Work within the Work Order Completion Time for the Work Order Price. A separate Purchase Order will be issued for each project. Extra Work, credits, and deletions will be contained in Supplemental Purchase Orders calculated in the same manner.
- 4.5. The Contractor shall be provided access to an Indefinite Quantity Construction Contracting (IQCC) information management system licensed to NJPA by ezIQC, LLC. The system includes PROGEN, an IQCC management tool that expedites the ordering and execution of work. The Contractor shall use PROGEN to prepare and submit Price Proposals, subcontractor lists, and other requirements as determined by NJPA or an NJPA Member. The system also contains an electronic version of the Construction Task Catalog for the Contractor's use in preparing Price Proposals. Use, in whole or in part, of PROGEN, the Construction Task Catalog, or any other Proprietary Information provided under the IQCC System License specified below for any purpose other than to order and execute work under this Contract for NJPA or an NJPA Member is strictly prohibited unless otherwise stated in writing by ezIQC, LLC. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

IQCC System License

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

training materials, and other proprietary materials provided to the Contractor by ezIQC, LLC or NJPA. Upon the expiration or termination of this Contract, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to ezIQC, LLC.

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

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

- 4.6. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an NJPA Member, provide notification to NJPA of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezIQC.com or via facsimile to (864) 233-9100.
- 4.7. The Contractor shall, within two (2) business days of sending an Invoice to an NJPA Member, provide notification to NJPA of each Invoice by forwarding a copy of the Invoice via email to INVOICE@ezIQC.com or via facsimile to (864) 233-9100.

5. REGIONS

NJPA solicits bids for separate contracts for each of the various Regions as shown on Exhibit A. The Contractor can be awarded one contract for a Region as defined below in Article 8.4. The Contractor may be required to perform work in any Region that it is awarded. This Agreement is for the Regions as specified in the Invitation for Bid.

6. THE IFB DOCUMENTS

The IFB Documents consist of four Books:

- Book 1: Project Information, Instructions to Bidders and Execution Documents
- Book 2: Standard Terms and Conditions and Contract General Conditions
- Book 3: Construction Task Catalog (Separate for Each Region)
- Book 4: Technical Specifications

7. QUALIFICATION OF BIDDERS

- 7.1. Bids shall be considered only from firms normally engaged in performing the type of work specified within the IFB Documents. Bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to an NJPA Member (as solely determined by NJPA).
- 7.2. In determining a Bidder's responsibility and ability to perform the Agreement, NJPA has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Bidder, the Bidder's record with environmental regulations, and the claims/litigation history of the Bidder.
- 7.3. Bidder must possess documentation evidencing compliance with applicable licensing

requirements.

8. AWARD

- 8.1. An Award of Contract will be made by the NJPA Board of Directors based on the recommendation of the NJPA Bid Review Committee on behalf of its current and future NJPA Members.
- 8.2. It is the intent of NJPA to award one or more Agreement(s) to the lowest, responsive, responsible Bidder(s) based on the Combined Adjustment Factor as shown on Bid Form 1 and other factors. NJPA shall have the right to waive any informality or irregularity in any Bidder's Response received and to accept the Bidder's Response(s), which in its judgment, is (are) in the best interests of NJPA and NJPA Members. NJPA reserves the right to reject all Bid Responses and advertise again if, in NJPA's opinion, the received bids do not meet or exceed the minimum needs of the NJPA current and qualifying members. NJPA reserves the right to award additional Agreements from this solicitation for a period of 120 Days (or longer, if mutually agreeable to both the Bidder and NJPA).
- 8.3. Additionally, the Contractor is required to submit a Management Plan, see Article 9, Section Two Instructions to Bidders. The Contractor's Management Plan will provide NJPA information to gauge the responsibility of the Bidder.
- 8.4. A Bidder will not be awarded more than one Contract within Region as define in Exhibit A. Contractor may hold one IQCC contract in each of the Region (provided they meet the established office location requirements).

9. ASSIGNMENT OF WORK

If multiple awards are made, the assignment of the Work is at the discretion of NJPA and the Contractor's Adjustment Factors and their track record of performance will influence distribution of the Work. NJPA intends to distribute the Work to the Contractor assigned to a specific Region, but reserves the right to assign Work to another Contractor if in the best interest of NJPA and/or the NJPA Member. The Contractor may be required to perform Work in any Region that it is awarded. The Contractor may perform Work in other Regions if all parties (NJPA, NJPA Member and Contractor) agree.

10. ORDER OF PRECEDENCE OF THE COMPONENTS OF THE CONTRACT DOCUMENTS

The order of precedence of the Contract Documents shall be as follows:

- Book 2 – Standard Terms and Conditions
- Book 2 – Contract General Conditions
- Addenda, if any
- Work Order which may include Plans, Drawings and supplemental Technical Specifications
- Standard Specifications of the NJPA Member, the City, State or Federal Government, if any
- Book 3 – Construction Task Catalog
- Book 4 – Technical Specifications
- Book 1 - Project Information, Instructions, and Execution Documents

SECTION TWO - INSTRUCTIONS TO BIDDERS

1. GENERAL INFORMATION

- 1.1. The following instructions are given for the purpose of guiding Bidders in properly preparing their bids. Such instructions are part of the IFB Documents, and strict compliance is required with all the provisions contained in the instructions.
- 1.2. Examination of IFB Documents
 - 1.2.1. It is the responsibility of each Bidder before submitting a Bid, to:
 - 1.2.1.1. Examine the IFB Documents thoroughly,
 - 1.2.1.2. Take into account federal, State and local laws, regulations, ordinances, and applicable procurement codes that may affect costs, progress, performance, and furnishing of the Work, or award,
 - 1.2.1.3. Study and carefully correlate Bidder's observations with the IFB Documents, and
 - 1.2.1.4. Carefully review the IFB Documents and notify NJPA of all conflicts, errors or discrepancies in the IFB Documents of which Bidder knows or reasonably should have known.
- 1.3. The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the IFB Documents and that the IFB Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

2. SOLICITATION OF IFB

Sealed and properly identified bids entitled **"INDEFINITE QUANTITY CONSTRUCTION CONTRACT"** will be received by Gregg Meierhofer, Coordinator of Bids and Contracts, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and opening of bids as specified in the Invitation For Bids. **Bids will be for the provision of Indefinite Quantity Construction Contract services for both NJPA and NJPA Members.** The NJPA Director of Business Development, or Representative from the NJPA Bid Review Committee, will then read the Bidder's names aloud. A summary of the responses to this IFB will be made available for public inspection in the NJPA office in Staples, MN. The Bid Award and resulting Agreement may be awarded within the timeframe identified in this IFB. A letter or e-mail request is required to receive the complete IFB Documents. Send or communicate all requests to the attention of Gregg Meierhofer 202 12th Street NE Staples, MN 56479 or ezlQC@NJPACOOB.org to receive a complete copy of these IFB Documents. All request must include mailing address, email address, contact name, and phone number. IFB CD's will be EXPRESS mailed to the address provided. Oral, facsimile, telephone or telegraphic Bid Submissions or requests for IFB Documents are invalid and will not receive consideration.

3. ADVERTISING OF SOLICITATION

- 3.1. **AS A POLICY, NJPA SHALL ADVERTISE THIS SOLICITATION 1) FOR THREE CONSECUTIVE WEEKS IN THE MINNEAPOLIS STAR TRIBUNE, 2) IT SHALL BE FED INTO A NATIONAL WIRE SERVICE BY THE MINNEAPOLIS STAR TRIBUNE, AND 3) IT SHALL BE POSTED ON NJPA'S WEBSITE, POSTED TO THE WEBSITE OF NOTICETOBIDDERS.COM, AND POSTED TO OTHER THIRD PARTY WEBSITES DEEMED APPROPRIATE BY NJPA. NJPA WILL NOT MAINTAIN OR COMMUNICATE TO A BIDDER'S LIST. ALL INTERESTED BIDDERS MUST RESPOND TO THE SOLICITATION AS A RESULT OF AN INTERNET WEB NOTICE**

OR HARD COPY RESEARCH OF SAID PUBLICATION. BECAUSE OF THE SCOPE OF THE POTENTIAL MEMBERS AND NATIONAL VENDORS, NJPA HAS DETERMINED THAT THIS IS THE BEST WAY TO FAIRLY SOLICIT OUR IFB REQUESTS.

- 3.2. IN ADDITION, NJPA SHALL ADVERTISE IN ONE OR MORE PUBLICATIONS DISTRIBUTED IN THE STATE, INCLUDING, BUT NOT LIMITED TO, NEWSPAPERS AND OTHER PUBLICATIONS CONSISTENT WITH STATE LAW REGARDING NOTICE OF THIS INVITATION FOR BIDS.

4. REQUEST FOR INFORMATION (RFI)

- 4.1. Submit all RFIs about this IFB, in writing, to Gregg Meierhofer, NJPA, 202 12th Street NE, Staples, MN 56479, or email at ezIQCC@NJPACOOOP.org or by fax at (218) 894-3045 prior to February 14, 2012 at 4:00 PM CDT. NJPA urges potential bidders to communicate all concerns during the response period to avoid misunderstandings.
- 4.2. If an RFI is deemed by NJPA to have a material impact on the IFB, the response to the RFI will become an Addendum to these IFB Documents.
- 4.3. If the RFI and response is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on the IFB, no further documentation of that RFI is required.

5. PRE-BID SEMINAR

A Pre-bid seminar will be held at the places and times listed in the Invitation for Bid for the purpose of discussing the IQCC procurement system, the IFB Documents and bid forms. Attendance at one of the Pre-Bid Seminar(s) is mandatory.

6. ADDENDA TO THE IFB DOCUMENTS

Addenda are written instruments issued by NJPA that modify or interpret these IFB Documents. All Addenda issued by NJPA shall become a part of the IFB Documents. Addenda will be delivered to all potential bidders using the same method of delivery of the original IFB material or by email if appropriate. NJPA accepts no liability in connection with the delivery of said materials. Copies of Addenda will also be made available on the EZIQZ website at www.ezIQCC.com/Prebid or the NJPA website from www.NJPACOOOP.org by clicking on "Current Bids" and from the NJPA offices. No Addenda will be issued later than five (5) Days prior to the deadline for receipt of bids, except an Addendum withdrawing the request for bids or one that includes postponement of the date of receipt of bids. Each potential bidder shall ascertain prior to submitting a bid that it has received all Addenda issued, and the bidder shall acknowledge its receipt in its bid response.

7. BID DEPOSIT

- 7.1. Bid deposit shall be a bond provided by a surety company or the equivalent in a cashier's check, money order or certified check. All certified checks must be drawn on a bank doing business in the United States, and shall be made payable to the order of NJPA. CASH IS NOT AN ACCEPTABLE FORM OF BID DEPOSIT.
- 7.2. Bid deposits shall be in the amount shown in the IFB. After bids are opened, deposits shall be irrevocable for the period of one hundred and twenty (120) Days. If a bidder is permitted to withdraw its bid before award, no action shall be taken against the bidder or the bid deposit.
- 7.3. The bid bonds, certified checks, or cashier's checks of unsuccessful bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until NJPA awards the Agreement to one or more of them, or for any reason rejects all bids.

8. BID SUBMISSION PROCESS

8.1. Preparation of the Bid Response

8.1.1 One bid package will be submitted for ALL Regions as follows:

8.1.1.1. **Two (2) original copies of Bid Forms 1, 2, and 10 MUST** be submitted for each Region that you are bidding. These **MUST** be in separate **SEALED Envelopes**. On the outside of each envelope you will include Company Name, Contract No. and Region number.

8.1.1.2. **Bid forms 3,4,5,6,7,8, 9, 11, 12, 13 and 14** – only need to be submitted for the **entire package**. As stated below you will provide Two (2) Original copies of Bid Forms 3,4,5,6,7,8, 9, 11, 12 13, and 14 in a Sealed Envelope. On the outside of the envelope you will include Company Name, Contract No. and Region number.

NOTE: Only one Bid Bond and one Management Plan is required for this submission.

8.1.2 **Additionally, submit two (2) electronic copies (CD-ROM's or USB Flash Drive) of the bid documents (Bid Forms 1-14) including the Management Plan and scanned copies of signature pages with original signatures** The CD's or USB Flash Drive must be labeled with; IFB No., Date, Company Name and Copy 1 or 2.

8.1.3 All bids shall be on the forms provided. Telegraphic, electronic mail or fax machine bids cannot be considered.

8.1.4 The bid documents must be submitted with original ink signatures by the person authorized to sign the bid. The person signing the bid must initial erasures, interlineations or other modifications in the bid document. Failure to properly sign the bid documents or to make other notations as indicated may result in rejection of bid and cause the bid to be deemed non-responsive.

8.1.5 Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid documents. Corrections and/or modifications received after the opening time will not be accepted, except as authorized by applicable rule, regulation or statute and NJPA.

8.1.6 It is the responsibility of all Bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after the deadline for submission of bids.

9. CONTRACTOR'S MANAGEMENT PLAN

9.1 The Bidder is required to submit its plan for management of the Contract. The title of the submittal shall be "**MANAGEMENT PLAN FOR EXECUTION OF IQCC.**" The Contractor's Management Plan **must be** submitted as part of the Bidder's bid documents.

9.2 In addition to the bid documents and other required submittals, the Contractor's Management Plan will be used by the NJPA to determine the responsibility of the Bidder to perform the Agreement. Therefore the Bidder should take great care in the preparation of the Management Plan.

9.3 The Bidder may be determined non-responsive for failure to submit the Management Plan and/or declared non-responsible for failure to adequately address the issues below to the satisfaction of the NJPA.

9.4 The Management Plan shall include as a minimum the following information and organized specifically as shown below:

1. State the number of years your company has been in the construction industry, the type of work your company self-performs, and the type of work your company typically subcontracts.

List the five (5) largest construction Contracts your firm has been awarded since 01/01/2008 that were/are similar to the Work on which you are bidding. **Submit Bid Form 12 for each Contract.**

- a. *Contract title.*
- b. *Contract number.*
- c. *Geographic location.*
- d. *Owner name and contact (title, address, email and phone number).*
- e. *Contract amount.*
- f. *Contract duration, start and finish dates.*
- g. *Actual Contract duration, start and finish dates.*
- h. *Identify the approximate dollar amount of Work completed.*
- i. *Provide a general description of the Scope of Work.*

The awarded Contractor must have the capacity and capability to perform multiple projects at multiple locations simultaneously. Demonstrate this capacity and capability by providing ten (10) projects that meet the following information for each project between \$25,000 to \$500,000 completed in the last three (3) years: **Submit Bid Form 13 for each Project.**

- a. *Project title.*
- b. *Project number.*
- c. *Geographic location.*
- d. *Owner name and contact (title, address, email and phone number).*
- e. *Project amount.*
- f. *Project duration, start and finish dates.*
- g. *Actual Project duration, start and finish dates.*
- h. *Project size in \$.*
- i. *Provide a brief description of the Scope of Work.*

2. Provide a narrative description of how you propose to execute the Work assigned under this contract, including but not limited to:
 - a. Your general understanding of the IQCC procurement system including your assessment of any of the articles of the General Conditions you deem critical to the operations and management of the contract.
 - b. The Contractor is expected to participate in the development and documentation of the Detail Scope of Work for each Work Order. Explain in detail your proposed participation and the specific qualities of your personnel that will add benefit to this process.
 - c. Provide your approach to the expeditious close out of Projects, correction of unacceptable Work, and punch list procedures.
 - d. The Contractor is expected to assist NJPA in the marketing of the IQCC services under the ezIQC brand. **Please provide a specific marketing plan including your strategy for marketing, the personnel and their**

qualifications for marketing, and the frequency and duration of marketing efforts. Additionally, the Contractor is expected to market to potential NJPA members. Please describe your plan to accomplish this.

- e. **If you held a Previous ezIQC Contract please describe how you Marketed the Contract and list your accomplishments. Failure to provide this information maybe grounds for Disqualification.**
- f. All Work has a minimum warranty period of one year. Please describe your process for tracking and performing warranty work.
- g. If within the past five (5) years, the Bidder has been lawfully precluded from participating in any public procurement activity with a federal, state or local government, then the Bidder must provide a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Please describe on a separate document. **Failure to provide this information maybe grounds for Disqualification.**

3. Management Team

- a. Provide an organizational chart.
- b. Describe the responsibilities and duties of each position by indicating who will manage the overall contract, attend Joint Scope Meetings, prepare Work Order Proposal Packages, negotiate with Subcontractors, supervise construction, and perform administration tasks.
- c. Provide resumes for your **key** personnel you intend to assign to this Agreement.

Provide a current list of the number and classification of your full time employees.

10. BID PRICING

10.1. Each Bidder must submit three (3) Adjustment Factors.

10.2 The first Adjustment Factor is to be applied to Work to be accomplished during Normal Working Hours and the second Adjustment Factor is to be applied to Work to be accomplished during Other Than Normal Working Hours. These Adjustment Factors apply to every Task in the CTC. The CTC is priced at a net value of 1.0000. The bid shall be an adjustment "decrease from" (e.g., 0.9800) or "increase to" (e.g., 1.1000) to the Unit Prices listed in the CTC. Bidders who submit separate Adjustment Factors for separate line items will be considered non-responsive and their bids will be rejected.

The Other Than Normal Working Hours- Adjustment Factor must be higher than the Normal Working Hours Adjustment Factor.

10.3 The third Adjustment Factor is for Tasks not identified in the Construction Task Catalog. IQCC includes a provision for establishing of prices for Work requirements which are within the general scope of IQCC but were not included in the CTC at the time of Contract award. These Tasks are referred to as "Non Pre-priced Tasks (NPP)". NPP Tasks may require new specifications and drawings and may subsequently be incorporated into the CTC. The bidders will offer an Adjustment Factor to be applied to the actual material, equipment, and labor cost for NPP work Tasks. The NPP Adjustment Factor shall not be less than 1.0500 and not higher than 1.2000.

10.4 The Bidder's Adjustment Factors shall include all of the Bidder's direct and indirect costs including, but not limited to, its costs for overhead, profit, insurance, mobilization, proposal development, and all contingencies in connection therewith. See pages 00-1 – 00-8 of

Book 3 – the CTC for a complete explanation of what is included in the Unit Prices and what is not.

10.5 All Adjustment Factors must be specified to the fourth decimal place. For example:

1	.	1	0	0	0
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Or

0	.	9	8	0	0
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10.6 For bid evaluation purposes only, the following weighting factors shall be used to determine the Combined Adjustment Factor:

NORMAL WORKING HOURS	60%
OTHER THAN NORMAL WORKING HOURS	30%
NON PRE-PRICED	10%

Note: The NJPA Fee will be added to the contractors Adjustment Factors after bids are received – see 21.1 below.

11. BID DOCUMENT CHECKLIST

The following documents must be submitted with the bid:

- Bid Form 1: The Adjustment Factors
- Bid Form 2: Calculation of the Combined Adjustment Factor
- Bid Form 3: Bid Deposit
- Bid Form 4: Bidder Assurance of Compliance
- Bid Form 5: Management Plan
- Bid Form 6: Certificate of Good Standing¹
- Bid Form 7: Certificate of Secretary²
- Bid Form 8: Bonding Company Statement of Bond Capacity and Availability³
- Bid Form 9: Financial Statement⁴
 1. Provide a Certificate of Good Standing for your business from the state in which you are organized.
 2. Provide a certificate of Secretary for your business identifying an authorized signer for the Agreement.
 3. Provide a letter from your bonding company setting forth your company's available bonding capacity and availability and confirming that, if required, your company could provide labor and material payment bonds and performance bonds for certain projects up to the bonding capacity.
 4. Provide the most current financial statement for your company as prepared by a CPA.
- Bid Form 10: Form of Agreement (signed)
- Bid Form 11: Agreement to work in all Region in the State (signed)
- Bid Form 12: IQC/JOC Contract Experience (5 Contracts)
- Bid Form 13: IQC/JOC Project Experience (10 Projects)
- Bid Form 14: Existing Full-Service Office Location Affidavit

12. BID TRANSMITTAL

- 12.1 It is the responsibility of the Bidder to be certain that the bid is in the physical possession of NJPA on or prior to the deadline for submission of bids.
- 12.2 Bids must be submitted in a sealed envelope or box properly addressed to NJPA and with the following information clearly marked on the outside of the envelope or box:
- Solicitation number
 - Name of Solicitation
 - Geographic Region
 - Deadline for bid submission
 - Bidder's name and address.
- 12.3 NJPA is not responsible for late receipt of bids. Bids received by the correct deadline for bid submission will be opened and the name of each Bidder and other appropriate information will be publicly read.

13. MODIFICATION OR WITHDRAWAL OF A SUBMITTED BID

A submitted bid may not be modified, withdrawn or cancelled by the Bidder for a period of one hundred and twenty (120) Days following the time and date designated for the receipt of bids. Prior to the deadline for submission of bids, any bid submitted may be modified or withdrawn by notice to the NJPA Coordinator of Bids and Contracts. Such notice shall be submitted in writing and include the signature of the Bidder and shall be delivered to NJPA prior to the deadline for submission of bids and it shall be so worded as not to reveal the content of the original bid. However, the original bid shall not be physically returned to the Bidder until after the official bid opening. Withdrawn bids may be resubmitted up to the time designated for the receipt of the bids if they are then fully in conformance with the Instructions to Bidders.

14. BIDDER RESPONSIVENESS AND RESPONSIBILITY

- 14.1 In accordance with accepted standards of competitive sealed bid awards as set forth in the State's Procurement Code, competitive sealed bids/awards will be made to responsive and responsible Bidders whose bids are determined in writing to be the most advantageous to NJPA and its current or future NJPA Members. To qualify for evaluation, a bid must be responsive which means it shall have been submitted on time and materially satisfy all mandatory requirements identified in this document. A bid must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive. Deviations or exceptions stipulated in Bidder's response, while possibly necessary in the view of the Bidder, may result in disqualification. Language to the effect that the Bidder does not consider this solicitation to be part of a contractual obligation will result in that bid being disqualified by NJPA.
- 14.2 Any Contractor wishing to submit a bid in response to this IFB must also comply with the following minimum responsibility requirements to ensure they are qualified to perform the requirements of the contract:
- 14.2.1 Experience: Bidder has been in business for a minimum of three (3) years prior to the bid due date performing similar work to that anticipated to be performed under the contract he is bidding.
 - 14.2.2 Maintain an existing full-service office (staff based out of that office capable of providing all the professional services required to be delivered under this Contract) within 150 miles of the Geographic Area as it relates to each specific contract shown in Exhibit C. Submit Bid Form 14 as evidence of an existing full-service office location within 150 miles of the Geographic Area as it relates to each specific contract shown in Exhibit C.

15. CERTIFICATION

By signing this bid, the Bidder certifies:

- 15.1 The submission of the offer did not involve collusion or any other anti-competitive practices;
- 15.2 The Bidder/Contractor shall not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);
- 15.3 The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer (see Gratuities); and
- 15.4 The Bidder agrees to promote and offer to Members only those products and/or services as previously stated, allowed and deemed a resultant of the Agreement(s) as NJPA Contract items or services. This clause shall include any future product or service additions as allowed through contract additions.

16. PROTESTS

- 16.1 Protests shall be filed with the NJPA's Coordinator of Bids and Contracts and Director of Business Development and shall be resolved in accordance with appropriate state statutes of Minnesota. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) Days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Bidder is not a responsible Bidder. A protest must include:
 - 16.1.1 The name, address and telephone number of the protester;
 - 16.1.2. The original signature of the protester or its representative;
 - 16.1.3. Identification of the solicitation by contract number;
 - 16.1.4. A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and, the form of relief sought.
 - 16.1.5. A good faith fee of \$1,000 payable to NJPA will accompany the formal protest. If the protest is found to be groundless by the NJPA the fee will be forfeited to NJPA. Any protest review and action will be considered final with no further formalities being considered.

17. PUBLIC RECORD

All bids submitted to this invitation shall become the property of the NJPA and will become a matter of public record, available for review subsequent to the award notification. Bids may be viewed by appointment at the NJPA offices Monday through Friday from 8:30 a.m. to 3:30 p.m. CDT.

18. PREVAILING WAGE RATES AND PARTICIPATION REQUIREMENTS

- 18.1 This clause is applicable to States in which prevailing wage rates are established by law. The Contractor shall pay prevailing wages to all workers in accordance with the applicable laws. The wage rates used for the CTC were the prevailing wage rates, if any; in effect at the time these IFB Documents were issued. In the performance of the Work, however, Contractor shall be fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the State Department of Labor, at the time the Work is performed. If the State Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to completion of the Project, the revised rate shall apply to this Agreement from the effective date of such revision, however such revision shall not entitle Contractor to any increased compensation under the terms of the Agreement.
- 18.2 If other wage rates are required by law, the Contractor shall pay such wages to all workers in accordance with the applicable laws. If the Work Order is performed in whole or in part

using federal funding, then the Davis Bacon Wages for that area will apply.

18.3 Contractors shall meet any goals or requirements established by the NJPA Member ordering the Work, and/or satisfy the intent of said goals or requirements, with regard to Small, Local, Minority, Women, Veteran or Disadvantaged Business Enterprises. Additional participation goals may be incorporated into the Request for Proposal or Detailed Scope of Work.

19. MARKETING REQUIREMENT

Bidder must express a willingness and ability to take ownership and promote the services to be provided. Bidder must agree to work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Agreement and program to all NJPA Members and Potential NJPA Members. Bidder agrees to actively market in cooperation with NJPA all available services to current NJPA Members, as well as Potential NJPA Members. **As such the Bidder will demonstrate in the Management Plan specific marketing strategies, personnel and the qualifications of those personnel to market IQCC and the frequency and duration of marketing efforts.** NJPA reserves the right to deem a Bidder non-responsive or to waive an award based on a Bidder's unwillingness to participate in such a marketing effort or submits a marketing strategy in the Management Plan that is deemed unsatisfactory, in the sole discretion of NJPA.

20. MEMBER SIGN-UP PROCEDURE

Bidder agrees to cooperate and participate in the NJPA Membership process as part of connecting NJPA Members to NJPA contracts. The process to sign up new NJPA Members to purchase under this Agreement will be defined during the award phase.

21. FEES

21.1 Administrative fees will be added to the "Contractors Bid Multiplier", collected by the Awarded Contractor and paid to NJPA as described herein within five (5) business days of receipt or as specified by Other Administrative Recipients.

21.2 Two types of administrative fees may be used in calculating a final contract factor

21.1.1 The NJPA Administrative fee will be calculated at the rate of 6% of the total project cost to the NJPA Member.

21.1.2 Additional Administrative Fees may be assessed by local or jurisdictional organizations. These additional administrative fees will be calculated as a specific percentage of the total project cost to the NJPA Member.

21.2 Calculation of the "Total Administrative Fee Factor"

21.2.1 The Administrative Fee Factor will be the sum of the percentage rates for all applicable Administrative Fee Factors

NJPA Administrative Fee	6.0%
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Total Administrative Fee Factor	6.00%
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21.3 Calculation of Contract Factor (This calculation shall be completed after Contract Award)

1. Contract Factor = Contractor Bid Multiplier X (1+ Total Administrative Fee Factor)

2. The result shall be carried to five decimal places and rounded to four decimal places.

21.2 The Contractor shall be assessed a one percent (1%) per month late fee for any Administrative Fees not paid by the due date.

21.3 NJPA designates eziQC, LLC as their contract administrator. The NJPA Administrative Fee payments of 6% shall be made payable to eziQC, LLC and sent to the following address:

eziQC, LLC
Attn: Accounts Receivable
140 Bridges Road, Suite E
Mauldin, SC 29662

21.4 NJPA or their designated contract administrator may request records from the Contractor for all cooperative purchases through this Contract and payment of all Administrative Fees. If discrepancies exist between cooperative purchasing activity and Administrative Fees paid, NJPA or their designated contract administrator will provide written notification to the Contractor of the discrepancies and allow the Contractor ten (10) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of the NJPA or their designated contract administrator, NJPA or their designated contract administrator reserve the right to engage a third party to conduct an independent audit of the Contractor's records and, in the event Contractor is not in compliance with this Contract, Contractor shall reimburse the appropriate party for the cost and expense related to such audit.

22. PHYSICAL PRESENCE

The Bidder agrees to establish, maintain and conduct operations from offices within one hundred and fifty (150) miles of the Geographic Area which the Contractor has been awarded.

SECTION THREE - BID FORMS

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT NO: FL

CONTRACTOR NAME: _____

GEOGRAPHIC AREA: _____

The Contractor shall perform the Tasks required by each individual Work Order issued pursuant to this Agreement using the following Adjustment Factors:

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

	.				
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(Specify to four decimal places)

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

	.				
--	---	--	--	--	--

(Specify to four decimal places)

3. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work (must be between 1.0500 and 1.2000) :

1	.				
----------	---	--	--	--	--

(Specify to four decimal places)

4. Combined Adjustment Factor: (From Line 7 Bid Form 2)

	.				
--	---	--	--	--	--

(Specify to four decimal places)

(See bid form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it will be considered non-responsive and will be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and the Adjustment Factors. Except for a Non

Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

Note: The NJPA will be added to the contractors Adjustment Factors after bids are received – see 21.1 below.

NJPA RESERVES THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT NO: FL

CONTRACTOR NAME: _____

GEOGRAPHICAL AREA: _____

The following formula has been developed for the sole purpose of evaluating bids and awarding the Agreement.

Each Bidder must complete the following calculation.

- Line 1. Normal Working Hours _____
- Line 2. Multiply Line 1 by .60 _____
- Line 3. Other Than Normal Working Hours _____
- Line 4. Multiply Line 3 by .30 _____
- Line 5: Adjustment Factor for Non Pre-priced Tasks _____
- Line 6: Multiply Line 9 by .10 _____
- Line 7: Summation of lines 2, 4 and 6 _____
(Combined Adjustment Factor)

Transfer the number on line 7 to the space provided for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-7, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4 and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by NJPA that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder. When submitting Price Proposals related to specific Work Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3 or 5 as applicable, on the Bid Form 2 above.

BID FORM 4: BIDDER ASSURANCE OF COMPLIANCE

AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the "Bidder"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. I am authorized to act on behalf of the Bidder, and
2. To the best of my knowledge, no Bidder or Potential Bidder, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Bidders, Potential Bidders, any official or employee of NJPA, or any person, firm or corporation under contract with NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this IFB which tends to, or does, lessen or destroy free competition in the letting of the Agreement sought for by this IFB, and
3. Bidder, or any person on Bidder's behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the bidding or award of the referenced Agreement, and
4. Neither I, Bidder, nor, any officer, director, partner, member or associate of Bidder, nor any of its employees directly involved in obtaining contracts with NJPA or any subdivision of NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. Bidder has examined and understands all the terms and conditions contained in the IFB and it has no exceptions to such terms and conditions, and
6. If awarded a contract, Bidder will provide the services to qualifying NJPA Members in accordance with the terms and conditions of this IFB, and
7. Bidder has carefully checked the accuracy of all the information and prices provided in this bid, and
8. Bidder understands that NJPA reserves the right to reject any or all bids and that this bid may not be withdrawn during a period of 120 days from the time of the opening date, and
9. Bidder certifies that in performing this Agreement it will comply with all applicable provisions of the federal, State, and local laws, regulations, rules, and orders.
10. If applicable, Bidder confirms receipt and acknowledgement of the following addendums:

Addendum Number 1: _____
Addendum Number 2: _____
Addendum Number 3: _____

Company Name: _____

Contact Person for Questions: _____ Phone: _____

(Must be individual who is responsible for filling out this Bidder's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax: Number: _____

E-mail Address: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public in and for the County of _____

State of _____

My commission expires: _____

Signature: _____

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we SHIFF CONSTRUCTION & DEVELOPMENT, INC. (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and WESTFIELD INSURANCE COMPANY (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of OHIO as Surety, hereinafter called the Surety, are held and firmly bound unto THE NATIONAL JOINT POWERS ALLIANCE (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

TWENTY FIVE THOUSAND AND NO/100 Dollars (\$ 25,000.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SERVICES FOR SO. FL. CONTRACT 1,2,3-FLO 5,6,7,-022912 (Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27th day of FEBRUARY 2012

[Signature] (Witness)

SHIFF CONSTRUCTION & DEVELOPMENT, INC. (Principal) (Seal) PRESIDENT (Title)

[Signature] (Witness)

WESTFIELD INSURANCE COMPANY (Surety) (Seal) ARTHUR K. BRODER, AGENT & ATTORNEY IN FACT

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0992212 00

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
ARTHUR K. BRODER, MICHAEL P. BRODER, JOINTLY OR SEVERALLY

of DAVIE and State of FL. Its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 25th day of APRIL, A.D., 2005.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this 25th day of APRIL, A.D., 2005, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies, that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin
William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 27th day of February, A.D., 2007.



Frank A. Carrino
Frank A. Carrino, Secretary

BID FORM 4: BIDDER ASSURANCE OF COMPLIANCE

AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the "Bidder"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. I am authorized to act on behalf of the Bidder, and
2. To the best of my knowledge, no Bidder or Potential Bidder, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Bidders, Potential Bidders, any official or employee of NJPA, or any person, firm or corporation under contract with NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this IFB which tends to, or does, lessen or destroy free competition in the letting of the Agreement sought for by this IFB, and
3. Bidder, or any person on Bidder's behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the bidding or award of the referenced Agreement, and
4. Neither I, Bidder, nor, any officer, director, partner, member or associate of Bidder, nor any of its employees directly involved in obtaining contracts with NJPA or any subdivision of NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. Bidder has examined and understands all the terms and conditions contained in the IFB and it has no exceptions to such terms and conditions, and
6. If awarded a contract, Bidder will provide the services to qualifying NJPA Members in accordance with the terms and conditions of this IFB, and
7. Bidder has carefully checked the accuracy of all the information and prices provided in this bid, and
8. Bidder understands that NJPA reserves the right to reject any or all bids and that this bid may not be withdrawn during a period of 120 days from the time of the opening date, and
9. Bidder certifies that in performing this Agreement it will comply with all applicable provisions of the federal, State, and local laws, regulations, rules, and orders.
10. If applicable, Bidder confirms receipt and acknowledgement of the following addendums:

Addendum Number 1: _____

Addendum Number 2: _____

Addendum Number 3: _____

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Company Name: SHIFF Construction & Dev, Inc.

Contact Person for Questions: JUSTEN SHIFF Phone: 954-524-2575
(Must be individual who is responsible for filling out this Bidder's Response form)

Address: 3201 N. FEDERAL HIGHWAY

City/State/Zip: FT. LAUDERDALE, FL 33306

Telephone Number: 954-524-2575 Fax: Number: 954-524-2576

E-mail Address: JDS @ SHIFFCONSTRUCT.COM

Authorized Signature: [Signature]

Print Name: JUSTEN SHIFF

Title: PROG. MGT

Date: 2/26/2012

Notarized

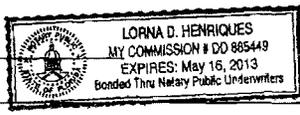
Subscribed and sworn to before me this 27th day of FEB, 2012

Notary Public in and for the County of BROWARD

State of FLORIDA

My commission expires:

Signature: [Signature]



NATIONAL JOINT POWERS ALLIANCE®
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BID FORM 5: MANAGEMENT PLAN

(insert management plan here)

SHIFF CONSTRUCTION & DEVELOPMENT, INC.

MANAGEMENT PLAN FOR EXECUTION OF IQCC

1.)

Shiff Construction & Development, Inc. has been incorporated since 2005. Justen Shiff, President, has been a licensed general contractor since 2000. Shiff Construction is a general contracting firm involved in a variety of projects from ground-up to renovations. Shiff Construction typically subcontracts out all major trades.

Please see Bid Form #12- (5) Projects

Please see Bid Form #13- (10) Projects

2.)

A. Shiff Construction is familiar with the IQCC procurement system. Shiff Construction was hired in 2008 by Broward County to perform Job Order Contracting (JOC) services. Shiff has since won an additional contract with Broward County in Port Everglades, Fl. Shiff Construction is aware of the general conditions requirements and other as presented in the bid documents.

B. On each JOC project that we have been involved in, Shiff Construction has participated with the Owner in preparation of the Detailed Scope of Work. All personnel employed by Shiff are extremely familiar with the JOC procurement methodology and understand all steps that are necessary.

C. Shiff Construction understands the importance of closing out projects in an expeditious fashion. The fact that Shiff Construction has continually been awarded numerous projects from the same Owner gives evidence to that. At substantial completion for each project, both Contractor and Owner walk the project and establish a punch-list. Final retainage is not released until such punch-list is completed and approved by Owner.

D. Shiff Construction understands it is expected to assist NJPA in the marketing of the IQCC contract. Shiff Construction has relationships with numerous municipalities throughout South Florida, many of whom have the ability to adopt the NJPA contract. In addition, Shiff has relationships with people who have relationships with decision makers in other municipalities. Shiff will on a weekly basis make contact with these various contacts.

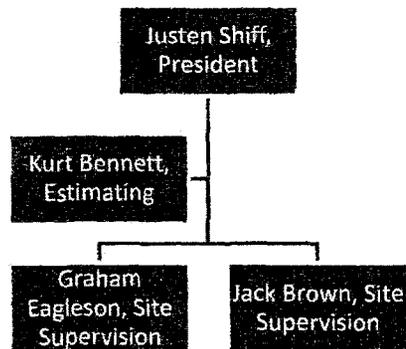
E. Shiff Construction has not previously held a ezIQCC contract.

F. Shiff Construction warranties all work for a minimum of one year. Shiff Construction continually checks with the Owner throughout the year and should any warranty work be required, it is done immediately.

G. Shiff Construction is not, and has never been precluded from participating in any public procurement activity with any governmental agency.

3. Management Team

A.



B. Justen Shiff, President, will be responsible for managing the NJPA contract. He will be responsible for attending all Joint Scope meetings and preparing all Detailed Scopes of Work. Kurt Bennett will be responsible for preparing in conjunction with Justen Shiff, all Work Order proposals. In addition, Mr. Bennett will solicit proposals from Subcontractors to perform the necessary work. Both Graham Eagleson and Jack Brown will manage the day to day activities and supervision of the construction project.

C. See attached resumes.

List of Employees Assigned to NJPA contract:

Justen Shiff, President
Kurt Bennett, Estimating
Graham Eagleson, Site Supervision
Jack Brown, Site Supervision

Justen D. Shiff

1103 East Las Olas Blvd.
Fort Lauderdale, FL 33301
O 954.463.8900 M 954.931.5446
Jds @shiffconstruct.com

Education: Bachelor of Art, Finance & International Business
1989-1993, Florida State University

License: 2000, Florida Licensed General Contractor

Justen Shiff is President of Shiff Construction & Development, Inc. Shiff C&D is a full-service commercial and residential general contracting firm providing owners and developers with comprehensive building solutions. Shiff C&D provides a wide range of services from the Pre-Construction Stage through Construction Completion and Owner Turnover. From more traditional General Contracting and Construction Management Services to a fully integrated Design/Build delivery system, Shiff C&D has the ability to provide its clients with a project delivery system that meets any of its diverse and changing needs. In addition, for projects where an architect and/or contractor have already been previously selected, Shiff C&D also provides Owner's Representation Services.

As President, Mr. Shiff had overseen the construction of all building types from office to retail/restaurant to residential in either horizontal or vertical style developments. Whether the project is a small tenant improvement or complete ground-up construction, our clients receive the same hands-on professionalism. Mr. Shiff has extensive experience in site development, including roads, underground utilities, drainage and marina construction. Furthermore, he has experience in dealing with all the South Florida regulatory and municipal agencies and utility companies.

Mr. Shiff and his staff provides a multitude of pre-construction services including; Site Selection, Analysis & Acquisition Assistance, Feasibility & Due Diligence Studies, Architectural/Engineering Design, Governmental Site Plan Approval & Representation, Cost Estimating & Conceptual Budgeting, Construction Scheduling, Value Engineering, Existing Facility Review, Governmental Approvals and Building Permit Acquisition

Experience:

Broward County Job Order Costing (JOC) Program

Street & Main, Mixed –use retail/loft project in Downtown Dania Beach, \$1.2 Million

Maison Blanc Luxury Condominium on Las Olas; (4) full floor 4,000sf luxury units, 3.2 Million

Temple Beth Ami, Boca Raton, Interior renovations, \$100,000

The Oaks at Hidden Harbor, 55 unit townhouse and single-family homes, \$15 MM

200 South Gordon Road, Single family home, \$1.5 Million

East Lake Drive Home, Harbor Beach, Single family home, \$2.0 Million

67 Isle of Bahia, Harbor Beach, Single family home, \$1.2 Million

Villaggio di Las Olas, mixed-use mid-rise retail/condominium on Las Olas Blvd.

City of Pompano Lifeguard Headquarters Renovation

Dunes at Ocean Ridge Clubhouse- 2-story complete remodel

Various build-outs and other work.

Graham Eagleson
9298 D Boca Gardens Parkway
Boca Raton, FL 33496
561-315-0750
E-mail grahameagleson@yahoo.com

EDUCATION

Bachelor of Science of Marketing	Florida Atlantic University Boca Raton, Florida	June 1995
Associates of Arts in Business Admin.	Palm Beach Community College Lake Worth, Florida	Dec. 1992

EMPLOYMENT HISTORY

Atlantic Development Inc. Senior Project Manager	Boca Raton, Florida	Sept 2008 - Present
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Currently provide construction management services to project owners, general contractors, & sub-contractors. Projects have ranged from residential, commercial, and government. Presently develop owner – contractor agreements, contractor – sub-contractor agreements, scheduling, estimates, value engineering, submittal packages, city and county inspections, close-out documents.

Shiff Group / AMAS Development Lead Project Manager	Fort Lauderdale, Florida	August 2005- August 2008
--	--------------------------	---------------------------------

Employed as project manager for owner/developer of a 55 unit resident development in Broward County. My roles and responsibilities included all land development, as well as building construction of 43 townhomes, 12 single family homes, and a 46 slip marina. My roles & responsibilities involved developing the scope of work for each sub-contractor, contractor-sub-contractor contracts, scheduling of vendor/contractor work, insurance requirements, county and city inspections, and inventory controls.

Atlantic Pacific Development Owner/Partner	Gulfport, Mississippi	June 1998 – July 2005
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Provided construction management to project owners, general contractors, & sub-contractors. The last major project had been assisting a client with budgeting construction cost for a hotel/casino, & convention center in central Mississippi. I had also assisted several contractors with preparing construction budgets, schedules, as well as cost engineering and estimates.

Mississippi Design & Development Project Manager	Biloxi, Mississippi	Dec 1995- March 2003
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Projects included hotel/casinos, commercial, & government projects. Responsibilities included managing contractors, scheduling contractor work, daily activities reports, insurance requirements, insurance claims (hurricane damage) managing and planning development of inventory control, and related security procedures.

REFERENCES

Upon request

KURT I-V BENNETT

4710 South West 163rd Ave • Miramar, Florida 33027
(E) kurtivbennett@hotmail.com • (C) 954.812.9945

PROFILE

A detail-oriented, reliable, and affable individual. Easy to work with in team-oriented and or independent environments, committed to project delivery. Confident and poised in interaction with individuals at all levels. Able to effectively multi-task.

EDUCATION

Master of Science in Construction Management	FLORIDA INTERNATIONAL UNIVERSITY '10
Bachelor of Architecture	FLORIDA ATLANTIC UNIVERSITY '04
Bachelor of Design in Architectural Studies	FLORIDA INTERNATIONAL UNIVERSITY '03
Associates in Arts, Architecture	BROWARD COMMUNITY COLLEGE '01

EMPLOYMENT HISTORY

SHIFF CONSTRUCTION & DEVELOPMENT, INC. (2011 - Present) Fort Lauderdale, Florida
Construction Project Coordinator
Responsible for construction document review including cost estimating, permitting, compiling bids and negotiation. Visit job sites for verification and evaluation. Review and process shop drawings and submittals. Product research and selection of appropriate products for use on projects. Liaison between all parties involved in the project including owner, design team, purchasing and other.

FAIRCHILD MOLINA ARCHITECTS, INC. (2008 - 2011) Fort Lauderdale, Florida
Architectural Project Manager
Manage architectural projects from inception through construction and completion. Interpret and implement Florida codes: building, zoning, life safety, and accessibility. Prepare construction documents for coordination with consulting engineers. Provide construction administration services including field inspection, drawing clarification, shop drawing review and product approval, respond to permit issues and 'Requests for Information', and coordinate issues between consultants. Provide contracting consultation services including project management and estimating.

Major Contributions and Highlights:
Recognized for accelerating construction documentation resulting in on time construction start delivery. Double award winner at Fort Lauderdale's 32nd annual Community Appearance Board presentation for 'Single Family Residence more than 3,000 square feet' & 'Property of the Year'.

MICHAEL A. SHIFF & ASSOCIATES, INC. (2003 - 2008) Fort Lauderdale, Florida
Intern Architect / Assistant Construction Superintendent
Provide architectural support from schematic design, design development, construction documentation, through to construction administration. Coordinate plan review and permit approval process. Assist senior superintendent in planning construction procedures. Inspect work performed by sub-contractors to ensure conformance with specifications and effective performance of workmanship.
Major Contributions and Highlights:
Enhanced design development and ultimate project submission through creating 3-d context models and renderings.

TECHNICAL PROFICIENCY

Drafting, 3-d Modeling & Rendering: Autodesk (AutoCAD Architecture, Revit Architecture, 3-D Studio Viz), Google SketchUp, Form Z, Maya, Rhinoceros
Graphics & Web Design: Adobe (Photoshop, Illustrator, Acrobat), Macromedia Dreamweaver
Project Management: Primavera, Progen - The Gordian Group's Job Order Contracting (JOC)
General: Microsoft Office (Access, Excel, Outlook, PowerPoint, Project, Word)

BID FORM 6: CERTIFICATE OF GOOD STANDING

(insert certificate of good standing here)

BID FORM 6: CERTIFICATE OF GOOD STANDING

A Certificate of Good Standing for Shiff Construction & Development, Inc. from the State of Florida will be provided prior to contract award.

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BID FORM 7: CERTIFICATE OF SECRETARY

(insert certificate of secretary here)

CERTIFICATE OF SECRETARY

I certify that I am the secretary of SHFF Construction & Development, Inc.
and that the following persons hold positions in this corporation and/or shares in this
corporation in the amount and form designated.

1. Identify number of approved Directors in your by-laws:

(Name) JUSTEN D. SHFF
(Name) _____
(Name) _____
(Name) _____
(Name) _____
(Name) _____
(Name) _____
(Name) _____

2. Officers:

President (Name) JUSTEN SHFF
Vice President (Name) JUSTEN SHFF
Treasurer (Name) MELISSA SHFF
Secretary (Name) JUSTEN SHFF
_____ (Name) _____

3. Shareholders:

Total/Type of shares allowed: 100 common/preferred (circle one)
(Name) JUSTEN SHFF (# shares) 100
(Name) _____ (# shares) _____
(Name) _____ (# shares) _____
(Name) _____ (# shares) _____
(Name) _____ (# shares) _____

Date: 2/26/12


_____, Secretary

BID FORM 8: BONDING COMPANY STATEMENT

(insert bonding company statement here)



Broder & Company

11774 Mandarin Forest Drive
Jacksonville, Florida 32223
Ph- (904) 262-9969
Fax- (904) 260-8357

6191 Orange Drive, Suite 6159E
Davie, Florida 33314
Ph- (954) 584-3002
Fax- (954) 584-0309

February 27, 2012

RE: Shiff Construction and Development, Inc.

To Whom It May Concern:

We are the bonding agents for Shiff Construction and Development, Inc. They are presently bonded by Westfield Insurance Company. Their present bond line is up to \$3 million single job and \$6 million aggregate uncompleted work program.

Shiff Construction and Development, Inc. and their personal are well organized and have extensive experience in the construction business in the South Florida market. They have our highest recommendation.

Please be advised that the above representations are based upon the past performance of Shiff Construction and Development, Inc. that is known to the undersigned. While the above demonstrates our utmost confidence in Shiff Construction and Development, Inc., this letter in no way is a guarantee of future performance. The bond underwriter is solely responsible for the final decision of whether to execute a Performance and Payment Bond, and the undersigned shall not be held liable for any damages arising out of any party's reliance on these statements.

If you have any questions, please let us know.

Sincerely,

Arthur K. Broder

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

BID FORM 9: FINANCIAL STATEMENT
(insert financial statement here)

BID FORM 9: FINANCIAL STATEMENT

Shiff Construction & Development, Inc. is a privately held corporation and as such, its financial statements are private. Shiff Construction & Development has been profitable in each year that it has operated. Should an accountant prepared letter be required to show financial health of company, please advise.

BID FORM 11: AGREEMENT TO WORK IN ALL REGIONS OF THE STATE

There are times that a Contractor may need to perform work for certain NJPA Members that have facilities in Regions throughout the State. By acknowledging your acceptance below you are saying that you will perform work in any Regions in the State. If you decline to perform work in all Regions you might not be assigned work to a particular NJPA Member that has Facilities outside your Regions and this work may be assigned to a Contractor that accepts this term.

Please circle your intention below:

Yes We agree to work in all Regions of the State.

No We are NOT interested in working outside our Regions.

Signature 

The Bidder shall acknowledge this bid by signing and completing the spaces provided below:

Name of Bidder: SHIFF Construction & Dev, Inc.
City/State/Zip: 3201 N. Federal Highway
Fort Lauderdale, FL 33306
Telephone No.: 954-524-2575

If a partnership, names and addresses of partners:

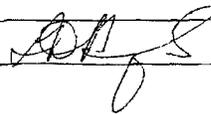
Notarized

Subscribed and sworn to before me this 27th day of FEB, 20 12

Notary Public in and for the County of BROWARD

State of FLORIDA

My commission expires: _____

Signature: 



NATIONAL JOINT POWERS ALLIANCE®
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BID FORM 13: IQCC/JOC PROJECT EXPERIENCE (Fill-out 1 per Project)

Project Title: N.W. HEALTH AOA FIRE ALARM
Project Number: 08-018863-001
Project Location: SOUTH FLORIDA

Owner Contact Information

Name: BROWARD County
Title: _____
Address: 115 S. ANDREWS Ave, FT. LAUD, FL
Email: DRATLIF@BROWARD.CO.FL
Phone No: 954-357-6470
Project Amount: \$ 14,663.80
Project Start Date: 8/26/2010
Project Completion Date: 9/27/2010

Description of Work Performed; Provide a brief description of the Scope of Work. Attach an additional sheet if necessary:

INSTALL new FIRE ALARM system.

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

BID FORM 13: IQCC/JOC PROJECT EXPERIENCE (Fill-out 1 per Project)

Project Title: WESTON LIBRARY LANDSCAPING
Project Number: 10-051985-001
Project Location: SOUTH FLORIDA

Owner Contact Information

Name: BROWARD COUNTY
Title: _____
Address: 115 S. ANDREWS AVE, FT. LAUD.
Email: DRATIFF @ BROWARD.ORG
Phone No: 954-357-6470
Project Amount: \$ 49,378.02
Project Start Date: 6/24/2010
Project Completion Date: 8/3/2010

Description of Work Performed; Provide a brief description of the Scope of Work. Attach an additional sheet if necessary:

Install New Landscaping.

NATIONAL JOINT POWERS ALLIANCE®
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BID FORM 13: IQCC/JOC PROJECT EXPERIENCE (Fill-out 1 per Project)

Project Title: BCC Pump VFD Install
Project Number: 10-0045508-001
Project Location: South Florida
Owner Contact Information
Name: Broward County
Title: _____
Address: 115 S. Andrews Ave. Ft. Lauderdale
Email: DRATIFF@BROWARD.P.ORG
Phone No: 954-357-6470
Project Amount: \$ 21,874.75
Project Start Date: 5/25/2010
Project Completion Date: 7/23/2010

Description of Work Performed; Provide a brief description of the Scope of Work. Attach an additional sheet if necessary:

Install new pump and VFD for mechanical system.

NATIONAL JOINT POWERS ALLIANCE®
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BID FORM 13: IQCC/JOC PROJECT EXPERIENCE (Fill-out 1 per Project)

Project Title: BARC BOOTHER ADA UPGRADES
Project Number: 10-035314 002
Project Location: SOUTH FLORIDA

Owner Contact Information

Name: BROWARD County
Title: _____
Address: 115 S. ANDREWS AVE, FT. LAUD, FL
Email: JHARVEY@BROWARD-OR.G
Phone No: 954-357-6470

Project Amount: \$ 81,428.24
Project Start Date: 5/18/2010
Project Completion Date: 3/9/2011

Description of Work Performed; Provide a brief description of the Scope of Work. Attach an additional sheet if necessary:

UPGRADE (7) BEDROOMS AND BATHS TO MEET
ADA COMPLIANCE. DEMO, CONCRETE, DRYWALL,
PLUMBING, ELECTRICAL, TILE, OTHER.

NATIONAL JOINT POWERS ALLIANCE®
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BID FORM 13: IQCC/JOC PROJECT EXPERIENCE (Fill-out 1 per Project)

Project Title: BLJC Boiler Replacement

Project Number: 08-008307002

Project Location: SOUTH FLORIDA

Owner Contact Information

Name: Broward County

Title: _____

Address: 115 S. Andrews Ave, Ft. Ld. 33301

Email: J HARVEY @ BROWARD. ORG

Phone No: 954-357-6470

Project Amount: \$ 153,434.10

Project Start Date: 12/10/2009

Project Completion Date: 7/26/2010

Description of Work Performed; Provide a brief description of the Scope of Work. Attach an additional sheet if necessary:

REMOVE AND INSTALL NEW BOILER SYSTEM
FOR B.C. COURTHOUSE. INCLUDES, PLUMBING,
ELECTRIC, STRUCTURAL, OTHER.

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

BID FORM 13: IQCC/JOC PROJECT EXPERIENCE (Fill-out 1 per Project)

Project Title: BCTC GLAZING REPLACEMENT
Project Number: N60797R2-C
Project Location: SOUTH FLORIDA

Owner Contact Information

Name: BRAND COUNTY
Title: _____
Address: 115 S. ANDERS AVE, FT. LAUDERDALE
Email: DRATHIFF@BRAND.CO.FL
Phone No: 954-357-6789

Project Amount: \$ 94,236.59

Project Start Date: 10/28/08

Project Completion Date: 9/17/09

Description of Work Performed; Provide a brief description of the Scope of Work. Attach an additional sheet if necessary:

REMOVE AND REPLACE WINDOWS AT B.C. COURT HOUSE.

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BID FORM 13: IQCC/JOC PROJECT EXPERIENCE (Fill-out 1 per Project)

Project Title: BLGC LOBBY FLOOR
Project Number: N607197132-C
Project Location: SOUTH FLORIDA
Owner Contact Information
Name: BROWARD County
Title: _____
Address: 115 S. Andrews Ave, Ft. Lauderdale, FL
Email: FMD@BROWARD.ORG
Phone No: 954-357-6470
Project Amount: \$ 164,849.85
Project Start Date: 5/29/09
Project Completion Date: 11/18/09

Description of Work Performed; Provide a brief description of the Scope of Work. Attach an additional sheet if necessary:

REMOVE AND REPLACE LOBBY FLOOR AT BROWARD
COUNTY GOVERNMENTAL CENTER. INCLUDES,
DEMO, CONCRETE, TILE INSTALL,

NATIONAL JOINT POWERS ALLIANCE®
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BID FORM 13: IQCC/JOC PROJECT EXPERIENCE (Fill-out 1 per Project)

Project Title: Terminal 4 IMPROVEMENTS
Project Number: 2011-D-5061-001
Project Location: SOUTH FLORIDA
Owner Contact Information
Name: BROWARD County
Title: _____
Address: 1850 EHER DRIVE, FT. LAUDERDALE
Email: DOELLIS @ BROWARD.ORG
Phone No: 954-525-1910
Project Amount: \$ 690,227.38
Project Start Date: 9/1/2011
Project Completion Date: 2/20/2012

Description of Work Performed; Provide a brief description of the Scope of Work. Attach an additional sheet if necessary:

UPGRADE BAGGAGE SPACE FOR PEDESTRIAN
USE. DEMO, CONCRETE, PLUMBING, ELECTRICAL,
FENNING, WINDOWS, ETC.

BID FORM 13: IQCC/JOC PROJECT EXPERIENCE (Fill-out 1 per Project)

Project Title: TERMINAL 29 IMPROVEMENTS
Project Number: PE-2011-D-569-001
Project Location: SOUTH FLORIDA

Owner Contact Information

Name: BROWARD County
Title: _____
Address: 1850 ELLEN DRIVE
Email: JHORNE@BROWARD.ORG
Phone No: 954-525-1910

Project Amount: \$ 326,717.66

Project Start Date: 5/23/11

Project Completion Date: 1/24/12

Description of Work Performed; Provide a brief description of the Scope of Work. Attach an additional sheet if necessary.

UPGRADE BAGGAGE SPACE FOR PEDESTRIAN USE.
WORK INCLUDES DEMO, CONCRETE, ELECTRICAL, PLUMBING,
STOREFRONT, DOORS, OTHER.

NATIONAL JOINT POWERS ALLIANCE®
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BID FORM 13: IQCC/JOC PROJECT EXPERIENCE (Fill-out 1 per Project)

Project Title: MID PORT GARAGE EXPANSION JOINT
Project Number: 2010D-5048
Project Location: SOUTH FLORIDA

Owner Contact Information

Name: BROWARD COUNTY
Title: _____
Address: 115 S. ANDREWS AVE, FT LAUD, FL
Email: DOELLIS@BROWARD.ORG
Phone No: 954-525-1910

Project Amount: \$ 254,907.04

Project Start Date: 4/24/11

Project Completion Date: 8/31/11

Description of Work Performed; Provide a brief description of the Scope of Work. Attach an additional sheet if necessary; _____

REMOVE AND REPLACE EXPANSION JOINTS AT
PARKING DECK.

NATIONAL JOINT POWERS ALLIANCE®
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BID FORM 12: IQCC/JOC CONTRACT EXPERIENCE (Fill-out 1 per Contract)

Contract Title: TERMINAL 4 IMPROVEMENTS

Contract Number: 2011-D-5061-001

Geographic Location: SOUTH FLORIDA

Owner Contact Information

Name: BROWARD COUNTY

Title: _____

Address: 1850 ELLER DRIVE, FT. LAUDERDALE

Email: DOELLIS@BROWARD.ORG

Phone No: 954-525-1910

Contract Amount (Value of Contract): \$690,227.38

Contract Amount To-Date: \$690,227.38

Contract award date: 9/11/2011

Contract completion date: 2/20/2012

Description of Contract Work Performed; Describe project completed (i.e., Plumbing, Electrical, Paving, Site Work and approximate dollar value). Attach an additional sheet if necessary: _____

UPGRADE BAGGAGE SPACE FOR PEDESTRIAN
USE. Demo, concrete, plumbing, electrical,
finishing, windows, doors, etc.

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Book 1 – Project Information, Instructions to Bidders and Execution Documents

BID FORM 12: IQCC/JOC CONTRACT EXPERIENCE (Fill-out 1 per Contract)

Contract Title: Terminal 29 Improvement
Contract Number: PE-2011-D-5069-001
Geographic Location: SUN PLAZA

Owner Contact Information

Name: Broward County
Title: _____
Address: 1850 EHER DRIVE,
Email: J.HORNE @ BROWARD.CS.FL.GOV
Phone No: 954-525-1910

Contract Amount (Value of Contract): \$ 326,717.66
Contract Amount To-Date: \$ 326,717.66
Contract award date: 8/23/11
Contract completion date: 1/24/12

Description of Contract Work Performed; Describe project completed (i.e., Plumbing, Electrical, Paving, Site Work and approximate dollar value). Attach an additional sheet if necessary: _____

UPGRADE BAGGAGE SPACE FOR PEDESTRIAN USE.
CONCRETE, DEMO, ELECTRICAL, PLUMBING, DOORS, ETC.

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

BID FORM 12: IQCC/JOC CONTRACT EXPERIENCE (Fill-out 1 per Contract)

Contract Title: MIDPORT GARAGE EXPANSION JOINT
Contract Number: 2010 D-5048
Geographic Location: SOUTH FLORIDA

Owner Contact Information

Name: BROWARD County
Title: _____
Address: 115 S. ANDREWS AVE, FT. LAUD.
Email: DO ELLIS @ BROWARD.D. ORG
Phone No: 954-357-525-1910

Contract Amount (Value of Contract): \$254,907.04

Contract Amount To-Date: \$ 254,907.04

Contract award date: 4/24/11

Contract completion date: 8/31/11

Description of Contract Work Performed; Describe project completed (i.e., Plumbing, Electrical, Paving, Site Work and approximate dollar value). Attach an additional sheet if necessary: _____

REMOVE AND REPLACE EXPANSION JOINTS AT
PARKING DECK.

NATIONAL JOINT POWERS ALLIANCE®
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BID FORM 12: IQCC/JOC CONTRACT EXPERIENCE (Fill-out 1 per Contract)

Contract Title: BCLC GLAZING REPLACEMENT
Contract Number: N60719782-C
Geographic Location: SOUTH FLORIDA

Owner Contact Information

Name: BROWARD COUNTY
Title: _____
Address: 115 S. ANDREWS AVE
Email: DRATLIFF@BROWARD.ORG
Phone No: 954-357-6789

Contract Amount (Value of Contract): \$94,236.55

Contract Amount To-Date: \$ 94,236.55

Contract award date: 10/28/2008

Contract completion date: 9/17/2005

Description of Contract Work Performed; Describe project completed (i.e., Plumbing, Electrical, Paving, Site Work and approximate dollar value). Attach an additional sheet if necessary: _____

GLAZING REPLACEMENT

NATIONAL JOINT POWERS ALLIANCE®
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BID FORM 12: IQCC/JOC CONTRACT EXPERIENCE (Fill-out 1 per Contract)

Contract Title: BC6C LOBBY FLOOR
Contract Number: N607197B2-C
Geographic Location: SOUTH FLORIDA

Owner Contact Information

Name: BROWARD County
Title: _____
Address: 115 S. Andrews Ave, Ft. LAD.
Email: FMD @ BROWARD.ORG
Phone No: 954-357-6470

Contract Amount (Value of Contract): \$164,849.85
Contract Amount To-Date: \$ 164,849.85
Contract award date: 5/26/09
Contract completion date: 11/18/09

Description of Contract Work Performed; Describe project completed (i.e., Plumbing, Electrical, Paving, Site Work and approximate dollar value). Attach an additional sheet if necessary: _____

LOBBY FLOOR REMOVAL AND REPLACEMENT. Included
DEMO, CONCRETE, OTHER.

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BID FORM 14: EXISTING FULL-SERVICE OFFICE LOCATION AFFIDAVIT

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared JUSTEN D. SHIFF
who after being duly sworn, deposes and says:

As a prospective Bidder, Contractor acknowledges the provisions set forth in the IQCC IFB Documents, Instructions to Bidders Article 14.2, regarding the requirement for an existing full-service office location within 150 miles of the Geographic Area at the time of Bid.

Contractor warrants compliance with such provisions and has established and maintains, at or before the time of Bid, a physical full-service office within 150 miles of the Geographic Area located at the address provided below; and the existing office is fully functioning with an established storefront, office-based staffing capable of providing all the professional services required to be delivered under this Contract, adequate material and equipment, and any and all other necessary operational resources.

Office Physical Address: 3201 N. FEDERAL HIGHWAY
FT. LAUDERDALE, FL 33306

Office Phone Number: 954-524-2578 Office Fax Number: 954-524-2576

Contractor is aware that failure to comply with the requirements set forth in the IQCC IFB Documents, Instructions to Bidders Article 14.2, may cause the Contractor to be considered non-responsive as a Bidder, and may therefore disqualify the Contractor from potential Contract award.

This Affidavit is given in connection with the Contractor's Bid for IQCC contract number FL05-022912

[Signature]
(Affiant)

STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 27th day of FEB, 2012
by JUSTEN SHIFF who is personally known to me and/or has
produced _____ as identification.



[Signature]
Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed, or Stamped

EXHIBIT B



Work Order Signature Document

NJPA EZIQC Contract No.: FL06-022912-SCD

New Work Order

Modify an Existing Work Order

Work Order Number: 031452.00

Work Order Date: 06/09/2015

Work Order Title: Pompano Beach Water Filter Building Office Remodel

Owner Name: City of Pompano Beach

Contractor Name: Shiff Construction & Development, Inc.

Contact: John Sfiropoulos

Contact: Justen Shiff

Phone: 954.786.4060

Phone: 9545242575

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No FL06-022912-SCD.

Brief Work Order Description:

Pompano Beach Water Filter Building Office Remodel

Time of Performance

See Schedule Section of the Detailed Scope of Work

Liquidated Damages

Will apply:

Will not apply:

Work Order Firm Fixed Price: \$98,888.71

Owner Purchase Order Number:

Approvals

Owner Date

Contractor Date

Detailed Scope of Work

To: Justen Shiff
Shiff Construction & Development, Inc.
3201 N. Federal Highway
Fort Lauderdale, FL 33306
9545242575

From: John Sfiropoulos
City of Pompano Beach
100 W ATLANTIC BLVD
POMPANO BEACH, FL
954.786.4060

Date Printed: May 12, 2015

Work Order Number: 031452.00

Work Order Title: Pompano Beach Waste Water Filter Building Office Remodel

Brief Scope: Pompano Beach Waste Water Filter Building Office Remodel

Preliminary

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

- Demolish existing interior space including but not limited to:
 - Open area:
 - Existing Piping
 - Existing Cabinets
 - Existing Electrical
 - Existing Exterior Windows
 - Existing portion of block wall to accommodate new windows
 - Existing Shower/plumbing
 - Existing Acoustical Ceiling including ceiling grid
 - Existing Light fixtures
 - Restroom area:
 - Restroom partitions
 - Plumbing Fixtures
 - Construction of existing interior space including but not limited to:
 - Open area:
 - New GWB partitions for (3) new offices and a conference room
 - New countertop with sink in conference room
 - New upper and lower cabinets in conference room
 - New doors and hardware for offices and conference room
 - New impact resistant exterior windows
 - Modify existing window opening to match new
 - Repair existing stucco around window openings
 - New ceiling tile and grid
 - New supply and return grilles
 - New electrical throughout space

Detailed Scope of Work Continues..

Work Order Number: 031452.00

Work Order Title: Pompano Beach Waste Water Filter Building Office Remodel

- Reconfigure and add new mechanical duct for new layout
- New light fixtures and exit lights
- Prep and install new flooring as selected by owner
- New vinyl base
- Paint new space
- Restroom area:
 - New water resistant Dura rock around walls for tile
 - New accessories
 - New fixtures
 - New restroom partitions
 - New doors and hardware for restrooms
 - New cove and wall base tile

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: May 12, 2015

Re: IQC Master Contract #: FL06-022912-SCD
Work Order #: 031452.00
Owner PO #:
Title: Pompano Beach Waste Water Filter Building Office Remodel
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$98,888.71

01 - General Requirements	\$2,688.68
02 - Site Work	\$2,438.18
03 - Concrete	\$576.62
04 - Masonry	\$219.02
05 - Metals	\$366.00
06 - Wood, Plastic, and Composites	\$4,919.75
08 - Openings	\$18,685.43
09 - Finishes	\$25,827.46
10 - Specialties	\$1,920.75
11 - Equipment	\$154.46
12 - Furnishings	\$1,119.40
22 - Plumbing	\$9,079.30
23 - Heating, Ventilating, And Air-Conditioning (HVAC)	\$6,854.63
26 - Electrical	\$21,482.43
27 - Communications	\$2,556.60
Proposal Total	\$98,888.71

Contractor's Price Proposal - Detail

Date: May 12, 2015

Re: IQC Master Contract #: FL06-022912-SCD
 Work Order #: 031452.00
 Owner PO #:
 Title: Pompano Beach Waste Water Filter Building Office Remodel
 Contractor: Shiff Construction & Development, Inc.
 Proposal Value: \$98,888.71

Sect.	Item	Modifier	UOM	Description	Line Total										
Labor	Equip.	Material	(Excluded if marked with an X)												
01 - General Requirements															
1	01 22 20 00 0024		HR	PlumberTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$2,688.68										
				<table> <tr> <td>Installation</td> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>64.00 x</td> <td>34.91 x</td> <td>1.2034 =</td> <td>2,688.68</td> </tr> </table>	Installation	Quantity	Unit Price	Factor	Total		64.00 x	34.91 x	1.2034 =	2,688.68	
Installation	Quantity	Unit Price	Factor	Total											
	64.00 x	34.91 x	1.2034 =	2,688.68											
				Labor hours to remove and cap drain, vent, and supply piping in preparation for new partition walls.											
Subtotal for 01 - General Requirements					\$2,688.68										

Sect.	Item	Modifier	UOM	Description	Line Total										
Labor	Equip.	Material	(Excluded if marked with an X)												
02 - Site Work															
2	02 41 19 13 0049		EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$428.48										
				<table> <tr> <td>Installation</td> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>1.00 x</td> <td>356.06 x</td> <td>1.2034 =</td> <td>428.48</td> </tr> </table>	Installation	Quantity	Unit Price	Factor	Total		1.00 x	356.06 x	1.2034 =	428.48	
Installation	Quantity	Unit Price	Factor	Total											
	1.00 x	356.06 x	1.2034 =	428.48											
3	02 41 19 13 0261		SF	8" Thick Concrete Block Wall Cutouts, > 4 SF Opening	\$1,473.59										
				<table> <tr> <td>Installation</td> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>121.00 x</td> <td>10.12 x</td> <td>1.2034 =</td> <td>1,473.59</td> </tr> </table>	Installation	Quantity	Unit Price	Factor	Total		121.00 x	10.12 x	1.2034 =	1,473.59	
Installation	Quantity	Unit Price	Factor	Total											
	121.00 x	10.12 x	1.2034 =	1,473.59											
				Cut outs required in preparation to frame and pour new window openings (header, sill and jambs). Assumption made to cut out openings 1'-6" wider than actual window for each dimension.											
4	02 41 19 16 0040		SF	Demo Interior Drywall And Stud Partition Metal/Wood Stud With Drywall 1 Side	\$536.11										
				<table> <tr> <td>Installation</td> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>550.00 x</td> <td>0.81 x</td> <td>1.2034 =</td> <td>536.11</td> </tr> </table>	Installation	Quantity	Unit Price	Factor	Total		550.00 x	0.81 x	1.2034 =	536.11	
Installation	Quantity	Unit Price	Factor	Total											
	550.00 x	0.81 x	1.2034 =	536.11											
				Removal of drywall in bathrooms.											
Subtotal for 02 - Site Work					\$2,438.18										

Sect.	Item	Modifier	UOM	Description	Line Total										
Labor	Equip.	Material	(Excluded if marked with an X)												
03 - Concrete															
5	03 31 13 00 0094		HR	Trailer Mounted Concrete PumpIncludes hoses	\$576.62										
				<table> <tr> <td>Installation</td> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>4.00 x</td> <td>119.79 x</td> <td>1.2034 =</td> <td>576.62</td> </tr> </table>	Installation	Quantity	Unit Price	Factor	Total		4.00 x	119.79 x	1.2034 =	576.62	
Installation	Quantity	Unit Price	Factor	Total											
	4.00 x	119.79 x	1.2034 =	576.62											
				Pour window surrounds.											
Subtotal for 03 - Concrete					\$576.62										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 031452.00
Work Order Title: Pompano Beach Waste Water Filter Building Office Remodel

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
04 - Masonry						
6	04 05 16 26 0003		LF	Grout Beams And Lintels - 8" Block Concrete Fill Only, 0.20 CF/LF, 8" Deep	\$219.02	
			Installation	Quantity Unit Price Factor = Total		
				100.00 x 1.82 x 1.2034 = 219.02		
Subtotal for 04 - Masonry					\$219.02	

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
05 - Metals						
7	05 05 23 00 0241		EA	1/4" x 1-1/4" Tapcon Masonry Screw	\$366.00	
			Installation	Quantity Unit Price Factor = Total		
				74.00 x 4.11 x 1.2034 = 366.00		
Subtotal for 05 - Metals					\$366.00	

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
06 - Wood, Plastic, and Composites						
8	06 16 33 00 0013		SF	3/4" Interior BC Plywood Wall SheathingApplied to wall studs.	\$93.87	
			Installation	Quantity Unit Price Factor = Total		
				50.00 x 1.56 x 1.2034 = 93.87		
			For backing			
9	06 41 13 00 0014		LF	Up To 15" Width, 34-1/2" High x 24" Deep Built-In-Place Base CabinetPrenfinished with solid hardwood face frames, hardwood door frames and drawer fronts. Hardwood veneer on raised door panels. Excludes top.	\$2,483.34	
			Installation	Quantity Unit Price Factor = Total		
				10.00 x 206.36 x 1.2034 = 2,483.34		
			Allowance for cabinetry			
10	06 41 13 00 0033		LF	24" To 30" Wide, 34-1/2" High x 24" Deep Built-In-Place 2-Drawer/2-Door CabinetPrenfinished with solid hardwood face frames, hardwood door frames and drawer fronts. Hardwood veneer on raised door panels. Excludes top.	\$2,064.55	
			Installation	Quantity Unit Price Factor = Total		
				10.00 x 171.56 x 1.2034 = 2,064.55		
			Allowance for cabinetry			
11	06 46 19 00 0006		LF	5-1/2" High White Pine Base Molding, All Dimensions Are Nominal	\$277.99	
			Installation	Quantity Unit Price Factor = Total		
				70.00 x 3.30 x 1.2034 = 277.99		
Subtotal for 06 - Wood, Plastic, and Composites					\$4,919.75	

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
08 - Openings						
12	08 12 13 13 0008		EA	3' x 6'-8" Through 7'-2" x 4-3/4" Deep Metal Door Frame, 16 Gauge	\$1,504.73	
			Installation	Quantity Unit Price Factor = Total		
				6.00 x 208.40 x 1.2034 = 1,504.73		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 031452.00

Work Order Title: Pompano Beach Waste Water Filter Building Office Remodel

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
08 - Openings					
13	08 12 13 13 0008	0073	MOD	For Welded Frames, Add	\$324.92
				Installation	
				Quantity	Unit Price
				6.00 x	45.00 x
					Factor =
					Total
					324.92
14	08 12 13 13 0008	0077	MOD	For Baked Enamel Finish, Add	\$369.11
				Installation	
				Quantity	Unit Price
				6.00 x	51.12 x
					Factor =
					Total
					369.11
15	08 13 13 13 0122		EA	3' x 6'-8" x 1-3/4" 16 Gauge Metal Door (Unrated)	\$3,378.71
				Installation	
				Quantity	Unit Price
				6.00 x	467.94 x
					Factor =
					Total
					3,378.71
16	08 13 13 13 0122	0103	MOD	For Baked Enamel Finish, Add	\$1,112.37
				Installation	
				Quantity	Unit Price
				6.00 x	154.06 x
					Factor =
					Total
					1,112.37
17	08 51 13 00 0115		EA	>10 To 15 SF, 3-1/4" Frame Depth, HC 65, Fixed Aluminum Window (Traco TR-7900)	\$1,985.32
				Installation	
				Quantity	Unit Price
				6.00 x	274.96 x
					Factor =
					Total
					1,985.32
					New exterior windows
18	08 51 13 00 0115	0199	MOD	For Installation In Concrete Or Masonry, Add	\$136.10
				Installation	
				Quantity	Unit Price
				6.00 x	18.85 x
					Factor =
					Total
					136.10
19	08 51 13 00 0122		EA	>10 To 15 SF, 4" Frame Depth, HC 65, Fixed Aluminum Window (Traco TR-9500)	\$1,948.28
				Installation	
				Quantity	Unit Price
				6.00 x	269.83 x
					Factor =
					Total
					1,948.28
20	08 51 13 00 0122	0199	MOD	For Installation In Concrete Or Masonry, Add	\$135.17
				Installation	
				Quantity	Unit Price
				6.00 x	18.72 x
					Factor =
					Total
					135.17
21	08 51 13 00 0232		EA	>10 To 15 SF Window, Aluminum Window Panning	\$1,380.83
				Installation	
				Quantity	Unit Price
				6.00 x	191.24 x
					Factor =
					Total
					1,380.83
22	08 71 16 00 0037		PR	4-1/2" x 4-1/2", Standard Duty, Full Mortise, Ball Bearing, Wrought Steel Hinge	\$540.34
				Installation	
				Quantity	Unit Price
				9.00 x	49.89 x
					Factor =
					Total
					540.34
23	08 71 16 00 0424		EA	1-3/8" Overall Height, 9/16" Base Height, Satin Aluminum Finish, Aluminum Dome Floor Stop (Ives FS438)	\$15.57
				Installation	
				Quantity	Unit Price
				1.00 x	12.94 x
					Factor =
					Total
					15.57
24	08 71 16 00 0481		EA	3-3/4" Projection, Rigid Type, Satin Aluminum Finish, Aluminum Wall Stop (Ives WS65)	\$50.54
				Installation	
				Quantity	Unit Price
				5.00 x	8.40 x
					Factor =
					Total
					50.54
25	08 71 16 00 2199		EA	Extra Heavy Duty Cylindrical Passage Or Closet Lockset F75Satin chrome plated US 26D (BHMA 626) - BHMA 156.2-1989, Grade 1(Corbin Russwin CL 3300).	\$267.20
				Installation	
				Quantity	Unit Price
				1.00 x	222.04 x
					Factor =
					Total
					267.20

Contractor's Price Proposal - Detail Continues..

Work Order Number: 031452.00
Work Order Title: Pompano Beach Waste Water Filter Building Office Remodel

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
08 - Openings					
26	08 71 16 00 2200		EA	Extra Heavy Duty Cylindrical Privacy Bath/Bedroom Lockset F76Satin chrome plated US 26D (BHMA 626) - BHMA 156.2-1989, Grade 1(Corbin Russwin CL 3300).	\$1,493.72
			Installation	Quantity 5.00 x Unit Price 248.25 x Factor 1.2034 = Total 1,493.72	
27	08 81 23 00 0049		SF	1/2" Thick, Laminated Glass With PVB Interlayer, Factory Installed Glass	\$940.10
			Installation	Quantity 60.00 x Unit Price 13.02 x Factor 1.2034 = Total 940.10 (2) 2'-0" x 6'-0"; (2) 3'-0" x 2'-0"; (2) 6'-0" x 2'-0".	
28	08 81 23 00 0049 0008		MOD	For One Piece Fully Tempered Glass, Add	\$187.73
			Installation	Quantity 60.00 x Unit Price 2.60 x Factor 1.2034 = Total 187.73	
29	08 81 23 00 0049 0033		MOD	For One Piece Heat Strengthened Glass, Add	\$187.73
			Installation	Quantity 60.00 x Unit Price 2.60 x Factor 1.2034 = Total 187.73	
30	08 81 23 00 0049 0306		MOD	For > 50 To 200, Deduct	-\$4.69
			Installation	Quantity 10.00 x Unit Price -0.39 x Factor 1.2034 = Total -4.69	
31	08 81 26 00 0049		SF	1/2" Thick, Laminated Glass With PVB Interlayer, Field Installed Glass	\$1,301.24
			Installation	Quantity 55.00 x Unit Price 19.66 x Factor 1.2034 = Total 1,301.24	
32	08 81 26 00 0049 0008		MOD	For One Piece Fully Tempered Glass, Add	\$172.09
			Installation	Quantity 55.00 x Unit Price 2.60 x Factor 1.2034 = Total 172.09	
33	08 81 26 00 0049 0033		MOD	For One Piece Heat Strengthened Glass, Add	\$172.09
			Installation	Quantity 55.00 x Unit Price 2.60 x Factor 1.2034 = Total 172.09	
34	08 81 26 00 0049 0306		MOD	For > 50 To 200, Deduct	-\$25.81
			Installation	Quantity 55.00 x Unit Price -0.39 x Factor 1.2034 = Total -25.81	
35	08 85 00 00 0004		LF	Neoprene Glazing Gasket, 1/2" Glass Tongued Section / Tongued Mullion	\$673.23
			Installation	Quantity 168.00 x Unit Price 3.33 x Factor 1.2034 = Total 673.23 84 Lf total required on exterior and interior of window to secure glazing.	
36	08 87 23 16 0004		SF	0.004" Clear, High Performance, Security And Safety Glazing Film (3M Scotchshield™ SCLARL400)	\$438.82
			Installation	Quantity 55.00 x Unit Price 6.63 x Factor 1.2034 = Total 438.82	

Subtotal for 08 - Openings **\$18,685.43**

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

09 - Finishes

Contractor's Price Proposal - Detail Continues..

Work Order Number: 031452.00

Work Order Title: Pompano Beach Waste Water Filter Building Office Remodel

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
09 - Finishes						
37	09 01 60 00 0013		SY	Chemical Prepare Existing Concrete Floor Prior To Installation Of Carpet	\$216.61	
				Installation		
			Quantity	Unit Price	Factor = Total	
			80.00 x	2.25 x	1.2034 = 216.61	
38	09 22 16 00 0008		SF	1-5/8" Metal Stud Channel, 16" On Center, 20 Gauge, With Tracks And Runners	\$2,063.83	
				Installation		
			Quantity	Unit Price	Factor = Total	
			1,225.00 x	1.40 x	1.2034 = 2,063.83	
				Perimeter drywall		
39	09 22 16 00 0010		SF	3-5/8" Metal Stud Channel, 16" On Center, 20 Gauge, With Tracks And Runners	\$1,105.62	
				Installation		
			Quantity	Unit Price	Factor = Total	
			525.00 x	1.75 x	1.2034 = 1,105.62	
				New partitions		
40	09 22 16 00 0017		SF	6" Metal Framing Stud, 16" On Center, 18 Gauge, With Tracks And Runners	\$237.67	
				Installation		
			Quantity	Unit Price	Factor = Total	
			50.00 x	3.95 x	1.2034 = 237.67	
41	09 22 16 00 0017 0009		MOD	For Up To 200, Add	\$56.56	
				Installation		
			Quantity	Unit Price	Factor = Total	
			50.00 x	0.94 x	1.2034 = 56.56	
42	09 22 16 00 0028		LF	6" Backing Plate, 25 Gauge Galvanized Steel	\$9.75	
				Installation		
			Quantity	Unit Price	Factor = Total	
			10.00 x	0.81 x	1.2034 = 9.75	
				Backing for tv and other items		
43	09 22 36 23 0003		SF	2.0 LB/SY, Flat Diamond, Expanded Metal Lath, Installed On Studs Or Furred Walls	\$63.18	
				Installation		
			Quantity	Unit Price	Factor = Total	
			50.00 x	1.05 x	1.2034 = 63.18	
44	09 22 36 23 0003 0015		MOD	For Up To 100, Add	\$15.04	
				Installation		
			Quantity	Unit Price	Factor = Total	
			50.00 x	0.25 x	1.2034 = 15.04	
45	09 24 23 00 0002		SF	Three Coat Troweled Stucco, Scratch/Brown/FinishExcludes lath and felt. Interior or exterior, one side.	\$170.88	
				Installation		
			Quantity	Unit Price	Factor = Total	
			50.00 x	2.84 x	1.2034 = 170.88	
				Infill existing windows with		
46	09 24 23 00 0002 0032		MOD	For < 100, Add	\$69.80	
				Installation		
			Quantity	Unit Price	Factor = Total	
			50.00 x	1.16 x	1.2034 = 69.80	
47	09 29 00 00 0006		SF	5/8" Gypsum Board	\$1,105.62	
				Installation		
			Quantity	Unit Price	Factor = Total	
			1,225.00 x	0.75 x	1.2034 = 1,105.62	
				Perimeter drywall		
48	09 29 00 00 0010		SF	5/8" Gypsum Board, Two Layers	\$878.18	
				Installation		
			Quantity	Unit Price	Factor = Total	
			525.00 x	1.39 x	1.2034 = 878.18	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 031452.00

Work Order Title: Pompano Beach Waste Water Filter Building Office Remodel

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
09 - Finishes						
49	09 29 00 00 0031		SF	5/8", Mesh Reinforced, Moisture And Mold Resistant Gypsum Board	\$675.11	
				Installation		
				Quantity	550.00	
				Unit Price	1.02	
				Factor	1.2034	
				Total	675.11	
				New durarock in bathroom prior to install of wall tile.		
50	09 29 00 00 0053		SF	Tape, Spackle And Finish Gypsum Board Ceilings Up To 10' High	\$985.58	
				Installation		
				Quantity	2,275.00	
				Unit Price	0.36	
				Factor	1.2034	
				Total	985.58	
				New drywall partition, 525SF x 2 sides; perimeter drywall 1,225SF		
51	09 29 00 00 0056		LF	Tape, Spackle And Finish Gypsum Board Vertical Corners Up To 10' High	\$59.69	
				Installation		
				Quantity	80.00	
				Unit Price	0.62	
				Factor	1.2034	
				Total	59.69	
52	09 29 00 00 0067		LF	Casing, J-Bead For Gypsum Board	\$152.11	
				Installation		
				Quantity	80.00	
				Unit Price	1.58	
				Factor	1.2034	
				Total	152.11	
53	09 30 13 00 0002		SF	8" x 8" And Larger Unmounted Floor TileIncludes glazed porcelain, unglazed porcelain and glazed ceramic tiles.	\$3,114.06	
				Installation		
				Quantity	392.00	
				Unit Price	6.41	
				Factor	1.2034	
				Total	3,023.81	
				Demolition		
				Quantity	150.00	
				Unit Price	0.50	
				Factor	1.2034	
				Total	90.26	
				150 Sf for Restrooms & 242 Sf Tile with wood base in conference room/kitchenette area in lieu of carpet.		
54	09 30 13 00 0005		SF	8" x 8" And Larger Unmounted Wall TileIncludes glazed porcelain, unglazed porcelain and glazed ceramic tiles.	\$2,925.47	
				Installation		
				Quantity	325.00	
				Unit Price	6.86	
				Factor	1.2034	
				Total	2,682.98	
				Demolition		
				Quantity	325.00	
				Unit Price	0.62	
				Factor	1.2034	
				Total	242.49	
55	09 30 13 00 0009		LF	Glazed Porcelain, Unglazed Porcelain And Glazed Ceramic Cove Base Or Trim	\$1,081.56	
				Installation		
				Quantity	125.00	
				Unit Price	7.19	
				Factor	1.2034	
				Total	1,081.56	
				Cove and wall base in both bathrooms.		
56	09 31 00 00 0001		SF	Thin-Set - Latex Portland Cement Mortar	\$657.69	
				Installation		
				Quantity	717.00	
				Unit Price	0.59	
				Factor	1.2034	
				Total	509.07	
				Demolition		
				Quantity	475.00	
				Unit Price	0.26	
				Factor	1.2034	
				Total	148.62	
57	09 51 13 00 0005		SF	2' x 2' x 3/4" Fiberglass Acoustical Ceiling Panel	\$2,642.67	
				Installation		
				Quantity	720.00	
				Unit Price	2.86	
				Factor	1.2034	
				Total	2,478.04	
				Demolition		
				Quantity	720.00	
				Unit Price	0.19	
				Factor	1.2034	
				Total	164.63	
58	09 53 23 00 0003		SF	T Bar Ceilings Suspension System 2' x 2', Standard 15/16"	\$1,776.22	
				Installation		
				Quantity	720.00	
				Unit Price	1.86	
				Factor	1.2034	
				Total	1,611.59	
				Demolition		
				Quantity	720.00	
				Unit Price	0.19	
				Factor	1.2034	
				Total	164.63	
59	09 65 13 13 0003		LF	6" High 1/8" Vinyl Plastic Base, All Colors	\$483.10	
				Installation		
				Quantity	155.00	
				Unit Price	2.59	
				Factor	1.2034	
				Total	483.10	
				Vinyl baseboard		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 031452.00

Work Order Title: Pompano Beach Waste Water Filter Building Office Remodel

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
09 - Finishes					
60	09 68 13 00 0019		SY	24 Ounce, Patterned, Nylon Carpet Tile	\$2,624.18
			Installation	Quantity 56.00 x Unit Price 38.94 x Factor 1.2034 = Total 2,624.18 500 SF/9=	
61	09 68 13 00 0019 0430		MOD	For Cushion Backed Tile, Add	\$330.21
			Installation	Quantity 56.00 x Unit Price 4.90 x Factor 1.2034 = Total 330.21	
62	09 91 23 00 0062		SF	Paint Interior Plaster/Drywall, 1 Coat Primer, Brush/Roller Work	\$793.94
			Installation	Quantity 2,275.00 x Unit Price 0.29 x Factor 1.2034 = Total 793.94	
63	09 91 23 00 0064		SF	Paint Interior Plaster/Drywall, 2 Coats Paint, Brush/Roller Work	\$1,533.13
			Installation	Quantity 2,275.00 x Unit Price 0.56 x Factor 1.2034 = Total 1,533.13	
Subtotal for 09 - Finishes					\$25,827.46

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
10 - Specialties					
64	10 21 13 19 0262		EA	36" x 58" x 3/4", Solid Color Reinforced Composite, Toilet Partition Door	\$382.84
			Installation	Quantity 1.00 x Unit Price 318.13 x Factor 1.2034 = Total 382.84	
65	10 21 13 19 0264		EA	6" x 58" x 1/2", Solid Color Reinforced Composite, Toilet Partition Panel	\$84.08
			Installation	Quantity 1.00 x Unit Price 69.87 x Factor 1.2034 = Total 84.08	
66	10 21 13 19 0273		EA	58" x 58" x 1/2", Solid Color Reinforced Composite, Toilet Partition Panel	\$377.10
			Installation	Quantity 1.00 x Unit Price 313.36 x Factor 1.2034 = Total 377.10	
67	10 28 13 13 0005		EA	Surface Mounted, Stainless Steel Folded Paper Towel Dispenser (Bobrick Classic B-262)	\$134.01
			Installation	Quantity 2.00 x Unit Price 55.68 x Factor 1.2034 = Total 134.01	
68	10 28 13 13 0026		EA	Two Jumbo Roll, Surface Mounted, ABS Plastic Toilet Tissue Dispenser (Georgia Pacific 58250)	\$178.70
			Installation	Quantity 2.00 x Unit Price 74.25 x Factor 1.2034 = Total 178.70	
69	10 28 13 13 0053		EA	40 Fluid Ounce, Surface Mounted, Translucent Plastic Soap Dispenser (Bobrick Classic B-42)	\$97.26
			Installation	Quantity 2.00 x Unit Price 40.41 x Factor 1.2034 = Total 97.26	
70	10 28 13 13 0082		EA	6.4 Gallon, Surface Mounted, Stainless Steel Waste Receptacle (Bobrick B-279)	\$225.88
			Installation	Quantity 2.00 x Unit Price 93.85 x Factor 1.2034 = Total 225.88	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 031452.00
Work Order Title: Pompano Beach Waste Water Filter Building Office Remodel

Sect.	Item	Modifier	UOM	Description	Line Total			
Labor	Equip.	Material	(Excluded if marked with an X)					
10 - Specialties								
71	10 28 13 13 0113		EA	36" Length, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5806x36)	\$71.95			
				Quantity	Unit Price	Factor	=	Total
			Installation	1.00	59.79	x	1.2034	71.95
72	10 28 13 13 0114		EA	42" Length, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5806x42)	\$74.59			
				Quantity	Unit Price	Factor	=	Total
			Installation	1.00	61.98	x	1.2034	74.59
73	10 28 13 13 0241		EA	18" x 24", Surface Mounted, Stainless Steel Channel Frame Glass Mirror (Bobrick B-165 1824)	\$80.92			
				Quantity	Unit Price	Factor	=	Total
			Installation	1.00	67.24	x	1.2034	80.92
74	10 28 13 13 0280		EA	18" x 30", Surface Mounted, Fixed-Position Tilt, Stainless Steel Frame Glass Mirror (Bobrick B-293 1830)	\$213.42			
				Quantity	Unit Price	Factor	=	Total
			Installation	1.00	177.35	x	1.2034	213.42
				For ADA bath				
Subtotal for 10 - Specialties					\$1,920.75			

Sect.	Item	Modifier	UOM	Description	Line Total			
Labor	Equip.	Material	(Excluded if marked with an X)					
11 - Equipment								
75	11 31 13 00 0082		EA	1/2 HP Insulated Garbage Disposal (GE GFC520V)	\$154.46			
				Quantity	Unit Price	Factor	=	Total
			Installation	1.00	128.35	x	1.2034	154.46
Subtotal for 11 - Equipment					\$154.46			

Sect.	Item	Modifier	UOM	Description	Line Total			
Labor	Equip.	Material	(Excluded if marked with an X)					
12 - Furnishings								
76	12 56 53 00 0446		SF	1" Thick Imperial Stone With Butt Curb Laboratory Countertop	\$1,119.40			
				Quantity	Unit Price	Factor	=	Total
			Installation	20.00	46.51	x	1.2034	1,119.40
				Granite countertop				
Subtotal for 12 - Furnishings					\$1,119.40			

Sect.	Item	Modifier	UOM	Description	Line Total			
Labor	Equip.	Material	(Excluded if marked with an X)					
22 - Plumbing								
77	22 07 16 00 0002		EA	Neoprene Insulation Kit For Under Lavatories	\$360.63			
				Quantity	Unit Price	Factor	=	Total
			Installation	2.00	149.84	x	1.2034	360.63

Contractor's Price Proposal - Detail Continues..

Work Order Number: 031452.00
Work Order Title: Pompano Beach Waste Water Filter Building Office Remodel

Sect.	Item	Modifier	UOM	Description	Line Total		
Labor	Equip.	Material	(Excluded if marked with an X)				
22 - Plumbing							
78	22 13 13 00 0004		EA	Rough-in Water Closet, Wall Mounted, Single FixtureIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture, carrier and flush valve.	\$1,624.61		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	675.01 x	1.2034 =	1,624.61
79	22 13 13 00 0006		EA	Rough-in Urinal, Wall Mounted, Single FixtureIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture, carrier and flush valve.	\$333.55		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	277.17 x	1.2034 =	333.55
80	22 13 13 00 0007		EA	Rough-in Lavatory, Wall Mounted, Single FixtureIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture, carrier and faucet.	\$788.80		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	327.74 x	1.2034 =	788.80
81	22 13 13 00 0008		EA	Rough-in Kitchen Sink, (Countertop), Single FixtureIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture and faucet.	\$483.95		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	402.15 x	1.2034 =	483.95
82	22 42 13 00 0010		EA	Handicap Accessible, Flush Valve Type, Siphon Jet Water Closet, Wall Hung, Elongated, (American Standard 2294.011)	\$1,097.52		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	414.08 x	1.2034 =	996.61
			Demolition	2.00 x	41.93 x	1.2034 =	100.92
				New ada w/c's			
83	22 42 13 00 0022		EA	Exposed Manual Water Closet Flush Valve (Sloan Regal-115)	\$443.19		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	172.97 x	1.2034 =	416.30
			Demolition	2.00 x	11.17 x	1.2034 =	26.88
				New w/c valves			
84	22 42 13 00 0042		EA	Washdown, Wall Hung Vitreous China Urinal (American Standard 6501.010.020)	\$439.22		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	329.93 x	1.2034 =	397.04
			Demolition	1.00 x	35.05 x	1.2034 =	42.18
				New urinal			
85	22 42 13 00 0055		EA	Exposed Manual Urinal Flush Valve, 3/4" Top Spud (Sloan Regal 186-1.0)	\$155.43		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	117.99 x	1.2034 =	141.99
			Demolition	1.00 x	11.17 x	1.2034 =	13.44
86	22 42 13 00 0093		EA	Double Closet Carrier, Cast Iron, Hub And Spigot, Vertical Fitting With Extension And Chrome Plated Trim	\$963.02		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	774.86 x	1.2034 =	932.47
			Demolition	1.00 x	25.39 x	1.2034 =	30.55
87	22 42 13 00 0095		EA	Single Urinal Carrier, Floor Mounted With Support Plate	\$318.41		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	252.14 x	1.2034 =	303.43
			Demolition	1.00 x	12.45 x	1.2034 =	14.98

Contractor's Price Proposal - Detail Continues..

Work Order Number: 031452.00
Work Order Title: Pompano Beach Waste Water Filter Building Office Remodel

Sect.	Item	Modifier	UOM	Description	Line Total		
Labor	Equip.	Material	(Excluded if marked with an X)				
22 - Plumbing							
88	22 42 16 00 0006		EA	18" x 16" Vitreous China Wall Hung Lavatory (American Standard 0373.027)	\$376.45		
				Quantity	Unit Price	Factor	Total
			Installation	1.00	x 268.94	x 1.2034	= 323.64
			Demolition	2.00	x 21.94	x 1.2034	= 52.81
				Demo 2 exist lav sinks and install one regular in non-ada bath.			
89	22 42 16 00 0009		EA	27" x 20" Wheelchair Accessible, Vitreous China Wall Hung Lavatory (American Standard 9141.911.020)	\$455.31		
				Quantity	Unit Price	Factor	Total
			Installation	1.00	x 378.35	x 1.2034	= 455.31
				New ADA sink in ada bathroom			
90	22 42 16 00 0069		EA	17" x 22" x 10" Stainless Steel Kitchen Sink, Single Bowl, 18 Gauge (Elkay DLR172210)	\$993.72		
				Quantity	Unit Price	Factor	Total
			Installation	1.00	x 825.76	x 1.2034	= 993.72
91	22 42 39 00 0064		EA	Hot And Cold Faucet, Dual Deck Mount, Gooseneck Spout With Serrated Nozzle Outlet, Laboratory Faucet (Chicago Faucet 946)	\$245.49		
				Quantity	Unit Price	Factor	Total
			Installation	1.00	x 204.00	x 1.2034	= 245.49
Subtotal for 22 - Plumbing					\$9,079.30		

Sect.	Item	Modifier	UOM	Description	Line Total		
Labor	Equip.	Material	(Excluded if marked with an X)				
23 - Heating, Ventilating, And Air-Conditioning (HVAC)							
92	23 31 13 16 0076		LF	4" Round Spiral Duct, Galvanized, 26 Gauge, Slip Joint	\$40.43		
				Quantity	Unit Price	Factor	Total
			Installation	10.00	x 3.36	x 1.2034	= 40.43
93	23 33 46 00 0004		LF	6" Diameter Flexible Duct, Factory Fabricated, Preinsulated	\$110.71		
				Quantity	Unit Price	Factor	Total
			Installation	20.00	x 4.60	x 1.2034	= 110.71
94	23 33 46 00 0006		LF	8" Diameter Flexible Duct, Factory Fabricated, Preinsulated	\$443.33		
				Quantity	Unit Price	Factor	Total
			Installation	60.00	x 6.14	x 1.2034	= 443.33
95	23 33 46 00 0007		LF	10" Diameter Flexible Duct, Factory Fabricated, Preinsulated	\$277.99		
				Quantity	Unit Price	Factor	Total
			Installation	30.00	x 7.70	x 1.2034	= 277.99
96	23 33 46 00 0014		EA	Up To 4" Diameter Flexible Duct Collar, Spin-In Type, Sheet Metal, With Damper	\$29.69		
				Quantity	Unit Price	Factor	Total
			Installation	1.00	x 24.67	x 1.2034	= 29.69
97	23 33 46 00 0016		EA	6" Diameter Flexible Duct Collar, Spin-In Type, Sheet Metal, With Damper	\$70.16		
				Quantity	Unit Price	Factor	Total
			Installation	2.00	x 29.15	x 1.2034	= 70.16
98	23 33 46 00 0018		EA	8" Diameter Flexible Duct Collar, Spin-In Type, Sheet Metal, With Damper	\$224.19		
				Quantity	Unit Price	Factor	Total
			Installation	5.00	x 37.26	x 1.2034	= 224.19

Contractor's Price Proposal - Detail Continues..

Work Order Number: 031452.00
Work Order Title: Pompano Beach Waste Water Filter Building Office Remodel

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
23 - Heating, Ventilating, And Air-Conditioning (HVAC)					
99	23 33 46 00	0019	EA	10" Diameter Flexible Duct Collar, Spin-In Type, Sheet Metal, With Damper	\$536.72
			Installation	Quantity Unit Price Factor = Total	
				10.00 x 44.60 x 1.2034 = 536.72	
100	23 33 53 00	0005	SF	1-1/2" Field Installed, 3 LB/CF, Fiberglass Duct Liner Board	\$2,433.76
			Installation	Quantity Unit Price Factor = Total	
				320.00 x 6.32 x 1.2034 = 2,433.76	
101	23 34 16 00	0228	EA	70 CFM Exhaust Fan, Ceiling/Wall Mounted, Light Duty	\$145.79
			Installation	Quantity Unit Price Factor = Total	
				1.00 x 121.15 x 1.2034 = 145.79	
102	23 37 13 00	0026	EA	24" x 24" Ceiling Diffuser With Perforated Face, Flush Mount, Aluminum Construction With Damper	\$658.56
			Installation	Quantity Unit Price Factor = Total	
				5.00 x 109.45 x 1.2034 = 658.56	
				New s/c diffusers	
103	23 37 13 00	0134	EA	24" x 24" Removable/Reversible Core Register, Double Deflection, Radiused Aluminum Frame	\$1,883.30
			Installation	Quantity Unit Price Factor = Total	
				6.00 x 260.83 x 1.2034 = 1,883.30	

Subtotal for 23 - Heating, Ventilating, And Air-Conditioning (HVAC) \$6,854.63

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
26 - Electrical					
104	26 05 19 16	0012	MLF	#12 AWG Cable - Type THHN-THWN, 600 V Copper, Single Solid, Placed In Conduit	\$0.00
			Installation	Quantity Unit Price Factor = Total	
				0.00 x 393.57 x 1.2034 = 0.00	
105	26 05 19 16	0187	MLF	#12 AWG Cable - Type MC, 2 Conductors, Solid Or Stranded, Galvanized Steel Armor	\$5,134.25
			Installation	Quantity Unit Price Factor = Total	
				2.40 x 1,777.69 x 1.2034 = 5,134.25	
				1,200 each for lighting and power distribution.	
106	26 05 29 00	0073	EA	3/4", One Hole Steel Conduit Strap	\$312.28
			Installation	Quantity Unit Price Factor = Total	
				150.00 x 1.73 x 1.2034 = 312.28	
107	26 05 29 00	0138	EA	1/4" To 3/4" Drywall Thickness, Adjustable Switch And Outlet Box Support (Caddy MFS)	\$205.54
			Installation	Quantity Unit Price Factor = Total	
				56.00 x 3.05 x 1.2034 = 205.54	
108	26 05 29 00	0144	EA	Lay-In/Troffer, Straight Lip Type Fixture Support Clip (Caddy 515)	\$48.52
			Installation	Quantity Unit Price Factor = Total	
				18.00 x 2.24 x 1.2034 = 48.52	
109	26 05 29 00	0230	EA	3/16" x 3" Toggle Bolt	\$50.11
			Installation	Quantity Unit Price Factor = Total	
				12.00 x 3.47 x 1.2034 = 50.11	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 031452.00
Work Order Title: Pompano Beach Waste Water Filter Building Office Remodel

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
26 - Electrical					
110	26 05 33 13 0291		LF	3/4" EMT Conduit, Mounted Exposed On Flat Wall	\$2,387.55
			Installation	Quantity Unit Price Factor = Total	
				800.00 x 2.48 x 1.2034 = 2,387.55	
111	26 05 33 13 0324		EA	3/4" EMT Compression Coupling	\$416.98
			Installation	Quantity Unit Price Factor = Total	
				110.00 x 3.15 x 1.2034 = 416.98	
112	26 05 33 13 0357		EA	3/4" EMT Box Connector, Compression	\$384.70
			Installation	Quantity Unit Price Factor = Total	
				74.00 x 4.32 x 1.2034 = 384.70	
113	26 05 33 13 0433		EA	3/4" IMC Bushing Set With Locknut, Mounted Exposed On Flat Wall	\$30.86
			Installation	Quantity Unit Price Factor = Total	
				4.00 x 6.41 x 1.2034 = 30.86	
114	26 05 33 16 0227		EA	4-11/16" Junction Box, Plaster Ring And Cover Plate (Computer)	\$1,012.52
			Installation	Quantity Unit Price Factor = Total	
				37.00 x 22.74 x 1.2034 = 1,012.52	
115	26 09 23 00 0119		EA	Ultrasonic, Wall Switch Mounted Occupancy Sensor (Watt Stopper UW-100)	\$771.62
			Installation	Quantity Unit Price Factor = Total	
				7.00 x 91.60 x 1.2034 = 771.62	
116	26 27 23 00 0021		EA	Add-On Cover Plate For One Duplex Receptacle	\$349.47
			Installation	Quantity Unit Price Factor = Total	
				15.00 x 19.36 x 1.2034 = 349.47	
117	26 27 26 00 0018		EA	20 A, NEMA 5-20, Duplex Receptacle, 125 V, 1 Phase	\$134.36
			Installation	Quantity Unit Price Factor = Total	
				11.00 x 10.15 x 1.2034 = 134.36	
118	26 27 26 00 0069		EA	20 Amp GFI, Duplex Receptacle	\$97.67
			Installation	Quantity Unit Price Factor = Total	
				4.00 x 20.29 x 1.2034 = 97.67	
119	26 51 13 00 0279		EA	60 Watt, 2' x 4', Prismatic Lensed, Lay-In/Troffer LED Fixture	\$9,012.90
			Installation	Quantity Unit Price Factor = Total	
				9.00 x 832.17 x 1.2034 = 9,012.90	
120	26 52 00 00 0007		EA	54 Max Wattage At 90 Minutes, 6 Volt, Remote Capability, Polycarbonate Housing, Krypton Lamps, Commercial Emergency Light (Lithonia ELM654)	\$549.26
			Installation	Quantity Unit Price Factor = Total	
				2.00 x 228.21 x 1.2034 = 549.26	
121	26 53 00 00 0010		EA	Single Face, Thermoplastic Housing, LED Exit Sign/Emergency Light Combo With Battery Back-Up/Includes two circular side mounted krypton emergency lights.	\$583.84
			Installation	Quantity Unit Price Factor = Total	
				2.00 x 242.58 x 1.2034 = 583.84	
Subtotal for 26 - Electrical					\$21,482.43
Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
27 - Communications					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 031452.00

Work Order Title: Pompano Beach Waste Water Filter Building Office Remodel

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
27 - Communications					
122	27 11 19 00 0117		EA	Modular Plate For 3-RJ-45, 4 - "SC" And 1 -"F" Connector	\$71.87
			Installation	Quantity 1.00 x Unit Price 59.72 x Factor 1.2034 = Total 71.87	
123	27 14 13 16 0334		MLF	4-Pair Solid UTP, 24 AWG, Category 5E, Indoor Telecommunications Plenum Cable, Installed In Conduit	\$1,186.13
			Installation	Quantity 1.50 x Unit Price 657.10 x Factor 1.2034 = Total 1,186.13	
124	27 14 33 16 0012		MLF	RG 6/U Plenum Coaxial, Indoor Telecommunications Cable, Installed Exposed (Belden 82120)	\$695.91
			Installation	Quantity 0.20 x Unit Price 2,891.45 x Factor 1.2034 = Total 695.91	
125	27 14 43 00 0013		EA	Two Port, Single Gang, Plastic Communication Faceplate With Station ID	\$59.17
			Installation	Quantity 11.00 x Unit Price 4.47 x Factor 1.2034 = Total 59.17	
126	27 14 43 00 0047		EA	Two Port, Surface Mount Plastic Communication Box With Station ID	\$187.44
			Installation	Quantity 11.00 x Unit Price 14.16 x Factor 1.2034 = Total 187.44	
127	27 14 43 00 0074		EA	Label Both Ends Of One 4 Pair Cable	\$222.65
			Installation	Quantity 22.00 x Unit Price 8.41 x Factor 1.2034 = Total 222.65	
128	27 14 43 00 0076		EA	Label two gang face plate (4 labels required)	\$133.43
			Installation	Quantity 11.00 x Unit Price 10.08 x Factor 1.2034 = Total 133.43	

Subtotal for 27 - Communications **\$2,556.60**

Proposal Total **\$98,888.71**

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

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

SHIFF-1 OP ID: CDL

DATE (MM/DD/YYYY)
03/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lanza Insurance Agency Inc. 9900 W Sample Road - Ste 300 Coral Springs, FL 33065 Diana Lanza Schott	CONTACT NAME: Diana Lanza Schott
	PHONE (A/C, No, Ext): 954-825-0424 FAX (A/C, No):
	E-MAIL ADDRESS: Diana@Lanzains.com
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Shiff Construction & Development Inc 3201 N Federal Highway #212 Fort Lauderdale, FL 33306	INSURER A: Starr Indemnity & Liability Co
	INSURER B: Progressive Express Ins. Co.
	INSURER C: Torus National Insurance Co
	INSURER D: Travelers Ins Co
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		SLPG-GL02409-01	04/04/2015	04/04/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
d	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			06427311-7	05/07/2015	05/07/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			70017L140ALI	10/08/2014	10/08/2015	EACH OCCURRENCE \$ AGGREGATE \$
D	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	7075705A	07/24/2014	07/24/2015	<input type="checkbox"/> PER STATUTE <input checked="" 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Carpentry Interior Renovations and commercial build outs
Certificate holder is listed as an additional insured

APPROVED
RISK MANAGEMENT
ON: 06-12-15
BY: JLM

CERTIFICATE HOLDER

POMPANO

City of Pompano Beach
Building Department
Fax @ 954-786-4666 or 786 4168
100 W. Atlantic Blvd.
Pompano, FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Meeting Date: June 23, 2015

Agenda Item 9

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 SHIFF CONSTRUCTION AND DEVELOPMENT, INC. TO EXPAND THE UTILITIES DEPARTMENT OPERATOR CONTROL ROOM IN THE AMOUNT OF \$116,906.34; PROVIDING AN EFFECTIVE DATE.

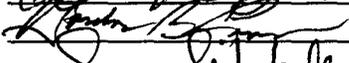
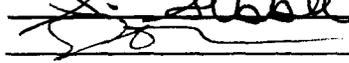
Summary of Purpose and Why:

The existing Utilities Department Operator's Control Room is no longer adequate in size or functionality. By expanding the control room, we can also incorporate a new laboratory and office which is needed as well. The City intends on utilizing the National Joint Powers Alliance Contract (NJPA) with Shiff Construction and Development, Inc., in order to procure these services.

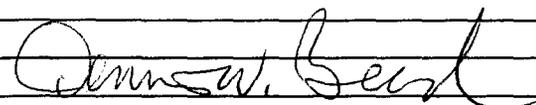
Attached please find the following: Piggyback Agreement between City of Pompano Beach and Shiff Construction and Development, Inc., Exhibit A (Contract between Shiff and NJPA), Exhibit B (Cost Estimate), Exhibit C (Insurance).

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: \$116,906.34. CIP 05-886 (Water Treatment Plant Maintenance), Account No. 42-7264-533-6512.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Utilities Director	<u>6/12/15</u>	APPROVE	
City Attorney	<u>6/15/15</u>	APPROVE	
Finance	<u>6/12/15</u>	APPROVE	
Budget	<u>6-15-15</u>	APPROVE	

Advisory Board
 Development Services Director
 City Manager 



ACTION TAKEN BY COMMISSION:

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

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SHIFF CONSTRUCTION AND DEVELOPMENT, INC. TO EXPAND THE UTILITIES DEPARTMENT OPERATOR CONTROL ROOM IN THE AMOUNT OF \$116,906.34; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Agreement between the City of Pompano Beach and Shiff Construction and Development, Inc. to expand the Utilities Department Operator Control Room in the amount of \$116,906.34, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Shiff Construction and Development, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

AGREEMENT FOR UTILITIES DEPARTMENT OPERATOR CONTROL ROOM EXPANSION

Agreement for work in and about the City of Pompano Beach, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 for Utilities Department Water Treatment Plant Operator Control Room Expansion dated _____, 2015, by and between the City of Pompano Beach (hereinafter called CITY) and Shiff Construction and Development, Inc., 3201 N. Federal Highway, Ft. Lauderdale, FL 33306 (hereinafter called CONTRACTOR).

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

1. WORK TO BE PERFORMED

CONTRACTOR will perform Water Treatment Plant Operator Control Room Expansion for the Utilities Department.

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

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

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

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

2. SCOPE OF WORK GENERAL

2.01 GENERAL DESCRIPTION OF WORK

- A. The CONTRACTOR will perform Water Treatment Plant Operator Control Room Expansion for the Utilities Department as proposed in the detailed scope attached as **Exhibit B** and as specified in the NJPA Agreement.

- B. All other required work whether implied or incidental to the proper completion of the project.

3. CONTRACT DOCUMENTS

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

4. CONTRACT TIME

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

5. COMPENSATION TO BE PAID CONTRACTOR

In consideration of the faithful performance of this Agreement by the CONTRACTOR, the CITY will pay to the CONTRACTOR the fixed price of **\$116,906.34** for the proposed work which was based off actual measured quantities and unit pricing in the NJPA 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 NJPA Contract. The CITY will have to pay the CONTRACTOR for acceptable and conforming work, inclusive of all materials, supplies, costs, fees and is the maximum extent of the CITY's obligation to pay CONTRACTOR but does not constitute a limitation, of any sort, of the CONTRACTOR's obligations to perform the work in accordance with this contract.

"CORPORATION":

Shiff Construction & Development, Inc.

By: [Signature]
Signature

JUSTEN SHIFF
Typed, Stamped or Printed Name

PRESIDENT
Title

Witnesses:

[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF BROWARD

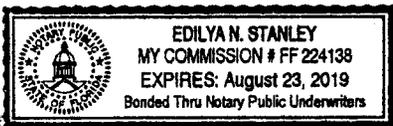
The foregoing instrument was acknowledged before me this 9th day of June, 2015 by Justen Shiff, as President, of Shiff Construction + Development on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

NOTARY'S SEAL:
FLORIDA

[Signature]
NOTARY PUBLIC, STATE OF

Edilya N. Stanley
(Name of Acknowledger Typed, Printed or Stamped)

FF224138
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



INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: FL06-022912-SCD

GEOGRAPHIC REGION Southern FL Contract 2

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

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

hereinafter referred to as the CONTRACTOR.

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

ARTICLE 1. CONTRACT DOCUMENTS

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

ANNUAL RENEWAL AND MODIFICATION OF AGREEMENT

made by and between

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

and

**National Joint Powers Alliance® (NJPA)
202 12th Street NE
PO Box 219
Staples, MN 56479
Phone: (218) 894-1930 or (888) 894-1930**

Whereas: "Vendor" and "NJPA" have entered into 1) an "Acceptance of Bid and IFB FL06-022912-SCD" with an effective date of March 20, 2012, a maturity date of March 19, 2016, and which are subject to annual renewals at the option of both parties.

MODIFICATION: THIRD RENEWAL OPTION PERIOD

Pursuant to the agreement between the parties, the following are the Adjustment Factors for the next option period:

Base Year		
	Date	Index
1	January 2011	8938.30
2	February 2011	8998.02
3	March 2011	9010.80
4	April 2011	9027.23
5	May 2011	9034.67
6	June 2011	9052.64
7	July 2011	9080.15
8	August 2011	9088.24
9	September 2011	9115.95
10	October 2011	9146.95
11	November 2011	9173.21
12	December 2011	9171.73

**Base Average
9069.8241**

Option Year		
	Date	Index
1	January 2014	9664.45
2	February 2014	9681.11
3	March 2014	9701.96
4	April 2014	9749.51
5	May 2014	9795.92
6	June 2014	9800.38
7	July 2014	9834.63
8	August 2014	9845.59
9	September 2014	9870.12
10	October 2014	9886.06
11	November 2014	9912.01
12	December 2014	9936.44

**Option Average
9806.5150**

Price Adjustment: $\frac{\text{Third Year Index Average}}{\text{Base Year Index Average}} = \frac{9806.5150}{9069.8241} = 1.0812$

TPS

	AWARD MULTIPLIER	x	PRICE ADJUSTMENT	=	OPTION MULTIPLIER
# FL06-022912-SCD					
NPP	1.1872		1.0000		1.1872
Premium Time	1.1660		1.0812		1.2607
Regular Time	1.1130		1.0812		1.2034

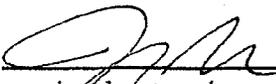
Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contracts and with the above identified modifications for the period of March 20, 2015 through March 19, 2016.

National Joint Powers Alliance® (NJPA)

By: , Its: Executive Director/CEO
 Name printed or typed: Chad Coquette
 Date: 2/16/15

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

By: , Its: President
 Name printed or typed: JUSTIN SHIFF
 Date: 2-11-15

 If you do not want to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____, Date: _____

ARTICLE 2. SCOPE OF WORK

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

ARTICLE 3. THE AGREEMENT PRICE

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

ARTICLE 4. TERM OF THE AGREEMENT

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

ARTICLE 5. SOFTWARE LICENSING

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

ARTICLE 6. IQCC SYSTEM LICENSE

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

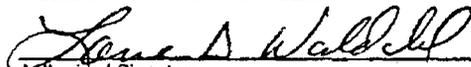
The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to ezIQCC, LLC for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of ezIQCC, LLC. The Contractor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

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

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

By:

National Joint Powers Alliance


Authorized Signature

Contractor


Authorized Signature

JUSTIN SIFF
Print Name

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

TO BE COMPLETED BY NJPA AFTER AWARD

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

1.1130

(Specify to four (4) decimal places)

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

1.1160

(Specify to four (4) decimal places)

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

1.1872

(Specify to four (4) decimal places)

IFB DOCUMENTS

CONTRACT NO.

FL01-022912, FL02-022912, FL03-022912 , FL04-022912,
FL05-022912, FL06-022912 & FL07-022912

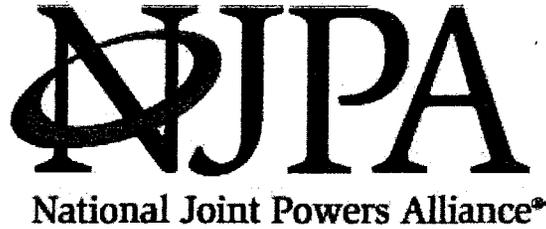
INDEFINITE QUANTITY CONSTRUCTION CONTRACT



202 12th Street NE
Staples, MN 56479

Mr. Gregg Meierhofer
Coordinator of Bids and Contracts
ezIQC@NJPACCOOP.org

January 2012



INDEFINITE QUANTITY CONSTRUCTION CONTRACT
(IQCC)

Invitation For Bid

<i>Contract #</i>	<i>Region</i>	<i>Bid Due Date and Time</i>	<i>Bid Deposit</i>	<i>Estimated Annual Value</i>	<i>Term</i>
FL01-022912	Northern FL Contract 1	4:00 PM CDT 02/28/12	\$25,000	\$2,000,000	4 Years
FL02-022912	Northern FL Contract 2	4:00 PM CDT 02/28/12	\$25,000	\$2,000,000	4 Years
FL03-022912	Central FL Contract 1	4:00 PM CDT 02/28/12	\$25,000	\$2,000,000	4 Years
FL04-022912	Central FL Contract 2	4:00 PM CDT 02/28/12	\$25,000	\$2,000,000	4 Years
FL05-022912	Southern FL Contract 1	4:00 PM CDT 02/28/12	\$25,000	\$2,000,000	4 Years
FL06-022912	Southern FL Contract 2	4:00 PM CDT 02/28/12	\$25,000	\$2,000,000	4 Years
FL07-022912	Southern FL Contract 3	4:00 PM CDT 02/28/12	\$25,000	\$2,000,000	4 Years

Bids for all contracts covered by this solicitation are **due by 4:00 PM CDT on February 28, 2012**

At the offices of the
National Joint Powers Alliance
202 12th Street NE, Staples, MN 56479

The National Joint Powers Alliance (NJPA) issues this Invitation For Bid (IFB) on behalf of, and to provide Indefinite Quantity Construction Contracting (IQCC) services to NJPA, current and potential NJPA government, education, and non-profit Members in Florida. It is the intention of NJPA to award individual contracts for General Construction services in each Region. Each contract has an initial term of one (1) year and bilateral option provisions for three (3) additional one year periods, and the total term of the contract cannot exceed four (4) years. The estimated annual value is \$2,000,000.

IQCC, also known as Job Order Contracting (JOC), is a construction contracting procurement system that provides facility owners with access to "on-call" contractors to provide immediate construction services over an extended period of time.

Intending bidders are required to attend a pre-bid seminar which shall be conducted for the purpose of discussing the IQCC procurement system, the contract documents, and bid forms. Attendance at one seminar is a mandatory condition of bidding.

2/7/2012 10:00 AM EDT Broward Community College, A. Hugh Adams Central Campus, 3501 S.W. David Road, Building 19 Room 126, Ft. Lauderdale, FL 33314
2/8/2012 1:30 PM EDT Seminole State College of Florida, 100 Weldon Blvd. Public Safety Building, Room 0110, Sanford, FL 32773-6199
2/9/2012 10:00 AM EDT Florida State College at Jacksonville, 101 West State Street, Downtown – Conference Room A1170, Jacksonville, FL 32202

An electronic (CD) copy of the IFB Documents which include the instructions for submitting a bid and the bid documents may be obtained by letter of request to Gregg Meierhofer, NJPA, 202 12th Street NE, Staples, MN 56479, or by email request to ezIQC@NJPACOOOP.org. **All requests must include mailing address, email address, contact name, and phone number.** Bids are due by 4:00 p.m. CDT on February 28, 2012 and will be opened at 9:00 a.m. on February 29, 2012 IFB Documents will be available until the bid opening date of February 29, 2011.

Direct questions regarding this IFB to: Gregg Meierhofer ezIQC@NJPACOOOP.org or (218) 894-5473.

BOOK 1

Project Information, Instructions to Bidders, and Execution Documents

CONTRACT NO.

FL01-022912, FL02-022912, FL03-022912 , FL04-022912,
FL05-022912, FL06-022912 & FL07-022912

INDEFINITE QUANTITY CONSTRUCTION CONTRACT



202 12th Street NE
Staples, MN 56479

Mr. Gregg Meierhofer
Coordinator of Bids and Contracts
gregg.meierhofer@NJPACOOOP.org

January 2012

BOOK 1

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NJPA is a trademark of the National Joint Powers Alliance®. eziQC®, Construction Task Catalog® and PROGEN® are trademarks of their respective owners.

SECTION ONE - PROJECT INFORMATION

1. DEFINITIONS

- 1.1. **National Joint Powers Alliance (NJPA):** NJPA is a Minnesota Service Cooperative created by Minnesota Legislative Statute 123A.21 with the directive and commitment to offer, among other things, procurement services to its membership. Eligible membership includes cities, counties, governmental agencies, both public and private educational agencies, colleges, universities and non-profit organizations. This Minnesota Statute also allows for service to NJPA Member agencies in Minnesota and all other states. To this end NJPA has, through Minnesota Statute 123A.21, established a series of contracts with various Contractors for products and services that NJPA Members desire to procure. NJPA and its designated representatives are referred to throughout this Contract as "NJPA".
- 1.2. **Joint Exercise of Powers:** Minnesota Statute 471.59 provides for the joint exercise of powers which are common to any two units of government by action of their governing bodies. Many other states have enacted the same, or similar, legislation. NJPA Members relying on this legislation must execute a "Joint Powers" or membership agreement with NJPA. NJPA has developed such an agreement in compliance with Minnesota Law and will review and consider appropriate alterations to this document to facilitate compliance with the laws of another state.
- 1.3. **NJPA Members:**
 - 1.3.1. **Potential NJPA Members:** A Potential NJPA Member is defined as any public or private educational agencies, districts or school boards, and any governmental unit including a city, county, town, political subdivision of Minnesota or another state, and any agency of the State of Minnesota or the United States, any instrumentality of a governmental unit, and any non-profit. Membership in NJPA is required to participate in any NJPA Contract. Any current or potential Member of NJPA who is in compliance with the terms and conditions of membership, shall have the option and freedom to access any of the procurement contracts of NJPA.
 - 1.3.2. **NJPA Member:** An NJPA Member is defined as any "Potential NJPA Member" who has completed and submitted a membership form or acknowledgement.
- 1.4. **Purchase Order:** Purchase Orders for construction and services may be executed between NJPA or NJPA Members and the Contractor pursuant to this Invitation for Bid and the resulting Agreement.
 - 1.4.1. **Governing Law:** Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the NJPA Member. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.
 - 1.4.2. **Additional Terms and Conditions:** Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Contractors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things, formerly introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific policy requirements and standard business practices of the issuing NJPA Member.

- 1.5. **Adjustment Factors:** Adjustment Factors are the Contractor's competitively bid price adjustments to the Unit Prices as published in the Construction Task Catalog, Book 3. Adjustment Factors are expressed as an increase or decrease from the published prices.
- 1.6. **Construction Task Catalog:** A comprehensive listing of specific construction related Tasks, together with a specific unit of measurement and a Unit Price (also referred to as the CTC).

2. ABOUT THE NATIONAL JOINT POWERS ALLIANCE (NJPA)

NJPA is a Joint Powers organization operating under Minnesota Statute 123A.21 and procures contracts under the authority and guidance of the Minnesota Municipal Contracting Law Minnesota Statute 471.345 Subd.15 defining cooperative purchasing. NJPA also serves its national members under MN Statute 471.59 Subd.1 which defines the ability of two governmental agencies to enter into an agreement to share a Contract through the action of their governing boards. This action is based on their local legal ability to recognize and participate in NJPA contracts. The legal ability to forgo the bid process rests on the reference and authority of each individual agency and local policy as well as "Joint Exercise of Powers Authority" and municipal contracting laws within that state. Participation is also authorized by membership and recognizing NJPA's authority to procure on behalf of NJPA Members competitively bid contracts facilitated by NJPA under statutory authority, enabling legislation, and directive. NJPA operates as a national contracting agency offering Contract services and benefits to all qualifying agencies to include all Cities, Counties, Public and private education agencies, and non-profits. A publicly elected Board of Directors calls for bids and awards and holds all contracts and governs NJPA under the guidance of state law. All bids are competitively solicited and awarded by the NJPA publicly elected Board of Directors.

3. DEFINED GOALS OF THE IFB

- 3.1. The goal of this IFB is to establish a group of indefinite quantity construction contracts (IQCC) that NJPA and NJPA Members may access to complete small to medium sized repair, maintenance and new construction Projects at competitively bid prices. The Contractors will perform an ongoing series of individual Projects for NJPA Members at different locations primarily within the designated Region.
- 3.2. One of the major benefits to a Bidder is that one response may be prepared to receive a single award that is potentially available to and accessible by many potential buyers from government agencies, education, and non-profit agencies throughout the Region. NJPA Board of Directors will make awards to the selected Bidder(s). The procurement activities of the NJPA Bid Review Committee is limited to document preparation, answering Bidder questions, advertising the solicitation, distribution of this IFB upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors. Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with as many state laws as possible. It is the responsibility of each participating NJPA Member to ensure to their satisfaction that these laws are satisfied. An individual NJPA Member using these contracts is deemed by its own accord to be in compliance with bidding regulations. NJPA encourages the awarded Contractor to assist NJPA and the NJPA Member in this research to the benefit of all involved. After the award and contract phase, NJPA Members can issue Purchase Orders for any amount without the necessity to prepare their own IFB, RFP or gathering of necessary quotations. This saves the NJPA Members countless hours of time and allows for more economical and efficient purchasing. State laws permit or encourage cooperative purchasing contracts with the belief that better prices and value will result.

4. IQCC OVERVIEW

- 4.1. IQCC is a competitively bid indefinite quantity construction contract awarded to Contractors to accomplish the repair, alteration, modernization, rehabilitation, and minor new construction of infrastructure, buildings, structures, or other real property. The Contract value is based on the anticipated estimated annual use and the Contract term is generally multiple years. The IFB Documents include a Construction Task Catalog (CTC) containing repair and construction Tasks with preset unit prices. All unit prices are based on local labor, material and equipment prices for the direct cost of construction. Once the Agreement is awarded, NJPA Members will order Work from the CTC by issuing a Purchase Order against the Agreement.
- 4.2. Bidders will offer price adjustments (Adjustment Factors) to be applied to the CTC unit prices. The Adjustment Factors represent either an increase to (such as 1.1000) or a decrease from (such as 0.9800) the preset Unit Prices. The amount to be paid for the Work ordered will be determined by: multiplying the preset unit prices by the appropriate quantities and by the appropriate Adjustment Factor. The CTC and the Contractor's Adjustment Factors will be incorporated into the awarded Agreement.
- 4.3. Under IQCC, the Contractor furnishes management, labor, materials, equipment and incidental design support needed to perform the Work.
- 4.4. As Projects are identified, the Contractor will jointly scope the Work with the NJPA Member. The NJPA Member will prepare a Detailed Scope of Work and issue a Request for Proposal to the Contractor. The Contractor will then prepare a Work Order Proposal for the Project including a Price Proposal, Schedule, list of identified subcontractors, and other requested documentation such as cut sheets for materials. If the Work Order Proposal is found to be reasonable, the NJPA Member will issue a Purchase Order. The Purchase Order will reference the Detailed Scope of Work and set forth the Work Order Completion Time, and the Work Order Price. The Contractor shall perform the Detailed Scope of Work within the Work Order Completion Time for the Work Order Price. A separate Purchase Order will be issued for each project. Extra Work, credits, and deletions will be contained in Supplemental Purchase Orders calculated in the same manner.
- 4.5. The Contractor shall be provided access to an Indefinite Quantity Construction Contracting (IQCC) information management system licensed to NJPA by ezIQCC, LLC. The system includes PROGEN, an IQCC management tool that expedites the ordering and execution of work. The Contractor shall use PROGEN to prepare and submit Price Proposals, subcontractor lists, and other requirements as determined by NJPA or an NJPA Member. The system also contains an electronic version of the Construction Task Catalog for the Contractor's use in preparing Price Proposals. Use, in whole or in part, of PROGEN, the Construction Task Catalog, or any other Proprietary Information provided under the IQCC System License specified below for any purpose other than to order and execute work under this Contract for NJPA or an NJPA Member is strictly prohibited unless otherwise stated in writing by ezIQCC, LLC. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

IQCC System License

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

training materials, and other proprietary materials provided to the Contractor by ezIQCC, LLC or NJPA. Upon the expiration or termination of this Contract, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to ezIQCC, LLC.

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

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

- 4.6. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an NJPA Member, provide notification to NJPA of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezIQCC.com or via facsimile to (864) 233-9100.
- 4.7. The Contractor shall, within two (2) business days of sending an Invoice to an NJPA Member, provide notification to NJPA of each Invoice by forwarding a copy of the Invoice via email to INVOICE@ezIQCC.com or via facsimile to (864) 233-9100.

5. REGIONS

NJPA solicits bids for separate contracts for each of the various Regions as shown on Exhibit A. The Contractor can be awarded one contract for a Region as defined below in Article 8.4. The Contractor may be required to perform work in any Region that it is awarded. This Agreement is for the Regions as specified in the Invitation for Bid.

6. THE IFB DOCUMENTS

The IFB Documents consist of four Books:

- Book 1: Project Information, Instructions to Bidders and Execution Documents
- Book 2: Standard Terms and Conditions and Contract General Conditions
- Book 3: Construction Task Catalog (Separate for Each Region)
- Book 4: Technical Specifications

7. QUALIFICATION OF BIDDERS

- 7.1. Bids shall be considered only from firms normally engaged in performing the type of work specified within the IFB Documents. Bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to an NJPA Member (as solely determined by NJPA).
- 7.2. In determining a Bidder's responsibility and ability to perform the Agreement, NJPA has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Bidder, the Bidder's record with environmental regulations, and the claims/litigation history of the Bidder.
- 7.3. Bidder must possess documentation evidencing compliance with applicable licensing

requirements.

8. AWARD

- 8.1. An Award of Contract will be made by the NJPA Board of Directors based on the recommendation of the NJPA Bid Review Committee on behalf of its current and future NJPA Members.
- 8.2. It is the intent of NJPA to award one or more Agreement(s) to the lowest, responsive, responsible Bidder(s) based on the Combined Adjustment Factor as shown on Bid Form 1 and other factors. NJPA shall have the right to waive any informality or irregularity in any Bidder's Response received and to accept the Bidder's Response(s), which in its judgment, is (are) in the best interests of NJPA and NJPA Members. NJPA reserves the right to reject all Bid Responses and advertise again if, in NJPA's opinion, the received bids do not meet or exceed the minimum needs of the NJPA current and qualifying members. NJPA reserves the right to award additional Agreements from this solicitation for a period of 120 Days (or longer, if mutually agreeable to both the Bidder and NJPA).
- 8.3. Additionally, the Contractor is required to submit a Management Plan, see Article 9, Section Two Instructions to Bidders. The Contractor's Management Plan will provide NJPA information to gauge the responsibility of the Bidder.
- 8.4. A Bidder will not be awarded more than one Contract within Region as define in Exhibit A. Contractor may hold one IQCC contract in each of the Region (provided they meet the established office location requirements).

9. ASSIGNMENT OF WORK

If multiple awards are made, the assignment of the Work is at the discretion of NJPA and the Contractor's Adjustment Factors and their track record of performance will influence distribution of the Work. NJPA intends to distribute the Work to the Contractor assigned to a specific Region, but reserves the right to assign Work to another Contractor if in the best interest of NJPA and/or the NJPA Member. The Contractor may be required to perform Work in any Region that it is awarded. The Contractor may perform Work in other Regions if all parties (NJPA, NJPA Member and Contractor) agree.

10. ORDER OF PRECEDENCE OF THE COMPONENTS OF THE CONTRACT DOCUMENTS

The order of precedence of the Contract Documents shall be as follows:

- Book 2 – Standard Terms and Conditions
- Book 2 – Contract General Conditions
- Addenda, if any
- Work Order which may include Plans, Drawings and supplemental Technical Specifications
- Standard Specifications of the NJPA Member, the City, State or Federal Government, if any
- Book 3 – Construction Task Catalog
- Book 4 – Technical Specifications
- Book 1 - Project Information, Instructions, and Execution Documents

SECTION TWO - INSTRUCTIONS TO BIDDERS

1. GENERAL INFORMATION

- 1.1. The following instructions are given for the purpose of guiding Bidders in properly preparing their bids. Such instructions are part of the IFB Documents, and strict compliance is required with all the provisions contained in the instructions.
- 1.2. Examination of IFB Documents
 - 1.2.1. It is the responsibility of each Bidder before submitting a Bid, to:
 - 1.2.1.1. Examine the IFB Documents thoroughly,
 - 1.2.1.2. Take into account federal, State and local laws, regulations, ordinances, and applicable procurement codes that may affect costs, progress, performance, and furnishing of the Work, or award,
 - 1.2.1.3. Study and carefully correlate Bidder's observations with the IFB Documents, and
 - 1.2.1.4. Carefully review the IFB Documents and notify NJPA of all conflicts, errors or discrepancies in the IFB Documents of which Bidder knows or reasonably should have known.
- 1.3. The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the IFB Documents and that the IFB Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

2. SOLICITATION OF IFB

Sealed and properly identified bids entitled **"INDEFINITE QUANTITY CONSTRUCTION CONTRACT"** will be received by Gregg Meierhofer, Coordinator of Bids and Contracts, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and opening of bids as specified in the Invitation For Bids. **Bids will be for the provision of Indefinite Quantity Construction Contract services for both NJPA and NJPA Members.** The NJPA Director of Business Development, or Representative from the NJPA Bid Review Committee, will then read the Bidder's names aloud. A summary of the responses to this IFB will be made available for public inspection in the NJPA office in Staples, MN. The Bid Award and resulting Agreement may be awarded within the timeframe identified in this IFB. A letter or e-mail request is required to receive the complete IFB Documents. Send or communicate all requests to the attention of Gregg Meierhofer 202 12th Street NE Staples, MN 56479 or ezlQC@NJPACOOOP.org to receive a complete copy of these IFB Documents. All request must include mailing address, email address, contact name, and phone number. IFB CD's will be EXPRESS mailed to the address provided. Oral, facsimile, telephone or telegraphic Bid Submissions or requests for IFB Documents are invalid and will not receive consideration.

3. ADVERTISING OF SOLICITATION

- 3.1. **AS A POLICY, NJPA SHALL ADVERTISE THIS SOLICITATION 1) FOR THREE CONSECUTIVE WEEKS IN THE MINNEAPOLIS STAR TRIBUNE, 2) IT SHALL BE FED INTO A NATIONAL WIRE SERVICE BY THE MINNEAPOLIS STAR TRIBUNE, AND 3) IT SHALL BE POSTED ON NJPA'S WEBSITE, POSTED TO THE WEBSITE OF NOTICETOBIDDERS.COM, AND POSTED TO OTHER THIRD PARTY WEBSITES DEEMED APPROPRIATE BY NJPA. NJPA WILL NOT MAINTAIN OR COMMUNICATE TO A BIDDER'S LIST. ALL INTERESTED BIDDERS MUST RESPOND TO THE SOLICITATION AS A RESULT OF AN INTERNET WEB NOTICE**

OR HARD COPY RESEARCH OF SAID PUBLICATION. BECAUSE OF THE SCOPE OF THE POTENTIAL MEMBERS AND NATIONAL VENDORS, NJPA HAS DETERMINED THAT THIS IS THE BEST WAY TO FAIRLY SOLICIT OUR IFB REQUESTS.

- 3.2. IN ADDITION, NJPA SHALL ADVERTISE IN ONE OR MORE PUBLICATIONS DISTRIBUTED IN THE STATE, INCLUDING, BUT NOT LIMITED TO, NEWSPAPERS AND OTHER PUBLICATIONS CONSISTENT WITH STATE LAW REGARDING NOTICE OF THIS INVITATION FOR BIDS.

4. REQUEST FOR INFORMATION (RFI)

- 4.1. Submit all RFIs about this IFB, in writing, to Gregg Meierhofer, NJPA, 202 12th Street NE, Staples, MN 56479, or email at ezIQCC@NJPACOOOP.org or by fax at (218) 894-3045 prior to February 14, 2012 at 4:00 PM CDT. NJPA urges potential bidders to communicate all concerns during the response period to avoid misunderstandings.
- 4.2. If an RFI is deemed by NJPA to have a material impact on the IFB, the response to the RFI will become an Addendum to these IFB Documents.
- 4.3. If the RFI and response is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on the IFB, no further documentation of that RFI is required.

5. PRE-BID SEMINAR

A Pre-bid seminar will be held at the places and times listed in the Invitation for Bid for the purpose of discussing the IQCC procurement system, the IFB Documents and bid forms. Attendance at one of the Pre-Bid Seminar(s) is mandatory.

6. ADDENDA TO THE IFB DOCUMENTS

Addenda are written instruments issued by NJPA that modify or interpret these IFB Documents. All Addenda issued by NJPA shall become a part of the IFB Documents. Addenda will be delivered to all potential bidders using the same method of delivery of the original IFB material or by email if appropriate. NJPA accepts no liability in connection with the delivery of said materials. Copies of Addenda will also be made available on the EZIQZ website at www.ezIQZ.com/Prebid or the NJPA website from www.NJPACOOOP.org by clicking on "Current Bids" and from the NJPA offices. No Addenda will be issued later than five (5) Days prior to the deadline for receipt of bids, except an Addendum withdrawing the request for bids or one that includes postponement of the date of receipt of bids. Each potential bidder shall ascertain prior to submitting a bid that it has received all Addenda issued, and the bidder shall acknowledge its receipt in its bid response.

7. BID DEPOSIT

- 7.1. Bid deposit shall be a bond provided by a surety company or the equivalent in a cashier's check, money order or certified check. All certified checks must be drawn on a bank doing business in the United States, and shall be made payable to the order of NJPA. CASH IS NOT AN ACCEPTABLE FORM OF BID DEPOSIT.
- 7.2. Bid deposits shall be in the amount shown in the IFB. After bids are opened, deposits shall be irrevocable for the period of one hundred and twenty (120) Days. If a bidder is permitted to withdraw its bid before award, no action shall be taken against the bidder or the bid deposit.
- 7.3. The bid bonds, certified checks, or cashier's checks of unsuccessful bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until NJPA awards the Agreement to one or more of them, or for any reason rejects all bids.

8. BID SUBMISSION PROCESS

8.1. Preparation of the Bid Response

8.1.1 One bid package will be submitted for ALL Regions as follows:

8.1.1.1. **Two (2) original copies of Bid Forms 1, 2, and 10 MUST** be submitted for each Region that you are bidding. These **MUST** be in separate **SEALED Envelopes**. On the outside of each envelope you will include Company Name, Contract No. and Region number.

8.1.1.2. **Bid forms 3,4,5,6,7,8, 9, 11, 12, 13 and 14** – only need to be submitted for the **entire package**. As stated below you will provide Two (2) Original copies of Bid Forms 3,4,5,6,7,8, 9, 11, 12, 13, and 14 in a Sealed Envelope. On the outside of the envelope you will include Company Name, Contract No. and Region number.

NOTE: Only one Bid Bond and one Management Plan is required for this submission.

8.1.2 **Additionally, submit two (2) electronic copies (CD-ROM's or USB Flash Drive) of the bid documents (Bid Forms 1-14) including the Management Plan and scanned copies of signature pages with original signatures** The CD's or USB Flash Drive must be labeled with; IFB No., Date, Company Name and Copy 1 or 2.

8.1.3 All bids shall be on the forms provided. Telegraphic, electronic mail or fax machine bids cannot be considered.

8.1.4 The bid documents must be submitted with original ink signatures by the person authorized to sign the bid. The person signing the bid must initial erasures, interlineations or other modifications in the bid document. Failure to properly sign the bid documents or to make other notations as indicated may result in rejection of bid and cause the bid to be deemed non-responsive.

8.1.5 Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid documents. Corrections and/or modifications received after the opening time will not be accepted, except as authorized by applicable rule, regulation or statute and NJPA.

8.1.6 It is the responsibility of all Bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after the deadline for submission of bids.

9. CONTRACTOR'S MANAGEMENT PLAN

9.1 The Bidder is required to submit its plan for management of the Contract. The title of the submittal shall be "**MANAGEMENT PLAN FOR EXECUTION OF IQCC.**" The Contractor's Management Plan **must be** submitted as part of the Bidder's bid documents.

9.2 In addition to the bid documents and other required submittals, the Contractor's Management Plan will be used by the NJPA to determine the responsibility of the Bidder to perform the Agreement. Therefore the Bidder should take great care in the preparation of the Management Plan.

9.3 The Bidder may be determined non-responsive for failure to submit the Management Plan and/or declared non-responsible for failure to adequately address the issues below to the satisfaction of the NJPA.

9.4 The Management Plan shall include as a minimum the following information and organized specifically as shown below:

1. State the number of years your company has been in the construction industry, the type of work your company self-performs, and the type of work your company typically subcontracts.

List the five (5) largest construction Contracts your firm has been awarded since 01/01/2008 that were/are similar to the Work on which you are bidding. **Submit Bid Form 12 for each Contract.**

- a. *Contract title.*
- b. *Contract number.*
- c. *Geographic location.*
- d. *Owner name and contact (title, address, email and phone number).*
- e. *Contract amount.*
- f. *Contract duration, start and finish dates.*
- g. *Actual Contract duration, start and finish dates.*
- h. *Identify the approximate dollar amount of Work completed.*
- i. *Provide a general description of the Scope of Work.*

The awarded Contractor must have the capacity and capability to perform multiple projects at multiple locations simultaneously. Demonstrate this capacity and capability by providing ten (10) projects that meet the following information for each project between \$25,000 to \$500,000 completed in the last three (3) years: **Submit Bid Form 13 for each Project.**

- a. *Project title.*
- b. *Project number.*
- c. *Geographic location.*
- d. *Owner name and contact (title, address, email and phone number).*
- e. *Project amount.*
- f. *Project duration, start and finish dates.*
- g. *Actual Project duration, start and finish dates.*
- h. *Project size in \$.*
- i. *Provide a brief description of the Scope of Work.*

2. Provide a narrative description of how you propose to execute the Work assigned under this contract, including but not limited to:
- a. Your general understanding of the IQCC procurement system including your assessment of any of the articles of the General Conditions you deem critical to the operations and management of the contract.
 - b. The Contractor is expected to participate in the development and documentation of the Detail Scope of Work for each Work Order. Explain in detail your proposed participation and the specific qualities of your personnel that will add benefit to this process.
 - c. Provide your approach to the expeditious close out of Projects, correction of unacceptable Work, and punch list procedures.
 - d. The Contractor is expected to assist NJPA in the marketing of the IQCC services under the ezIQC brand. **Please provide a specific marketing plan including your strategy for marketing, the personnel and their**

qualifications for marketing, and the frequency and duration of marketing efforts. Additionally, the Contractor is expected to market to potential NJPA members. Please describe your plan to accomplish this.

- e. **If you held a Previous ezIQC Contract please describe how you Marketed the Contract and list your accomplishments. Failure to provide this information maybe grounds for Disqualification.**
- f. All Work has a minimum warranty period of one year. Please describe your process for tracking and performing warranty work.
- g. If within the past five (5) years, the Bidder has been lawfully precluded from participating in any public procurement activity with a federal, state or local government, then the Bidder must provide a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Please describe on a separate document. **Failure to provide this information maybe grounds for Disqualification.**

3. Management Team

- a. Provide an organizational chart.
- b. Describe the responsibilities and duties of each position by indicating who will manage the overall contract, attend Joint Scope Meetings, prepare Work Order Proposal Packages, negotiate with Subcontractors, supervise construction, and perform administration tasks.
- c. Provide resumes for your **key** personnel you intend to assign to this Agreement.

Provide a current list of the number and classification of your full time employees.

10. BID PRICING

10.1. Each Bidder must submit three (3) Adjustment Factors.

10.2 The first Adjustment Factor is to be applied to Work to be accomplished during Normal Working Hours and the second Adjustment Factor is to be applied to Work to be accomplished during Other Than Normal Working Hours. These Adjustment Factors apply to every Task in the CTC. The CTC is priced at a net value of 1.0000. The bid shall be an adjustment "decrease from" (e.g., 0.9800) or "increase to" (e.g., 1.1000) to the Unit Prices listed in the CTC. Bidders who submit separate Adjustment Factors for separate line items will be considered non-responsive and their bids will be rejected.

The Other Than Normal Working Hours- Adjustment Factor must be higher than the Normal Working Hours Adjustment Factor.

10.3 The third Adjustment Factor is for Tasks not identified in the Construction Task Catalog. IQCC includes a provision for establishing of prices for Work requirements which are within the general scope of IQCC but were not included in the CTC at the time of Contract award. These Tasks are referred to as "Non Pre-priced Tasks (NPP)". NPP Tasks may require new specifications and drawings and may subsequently be incorporated into the CTC. The bidders will offer an Adjustment Factor to be applied to the actual material, equipment, and labor cost for NPP work Tasks. The NPP Adjustment Factor shall not be less than 1.0500 and not higher than 1.2000.

10.4 The Bidder's Adjustment Factors shall include all of the Bidder's direct and indirect costs including, but not limited to, its costs for overhead, profit, insurance, mobilization, proposal development, and all contingencies in connection therewith. See pages 00-1 – 00-8 of

Book 3 – the CTC for a complete explanation of what is included in the Unit Prices and what is not.

10.5 All Adjustment Factors must be specified to the fourth decimal place. For example:

1	.	1	0	0	0
---	---	---	---	---	---

Or

0	.	9	8	0	0
---	---	---	---	---	---

10.6 For bid evaluation purposes only, the following weighting factors shall be used to determine the Combined Adjustment Factor:

NORMAL WORKING HOURS	60%
OTHER THAN NORMAL WORKING HOURS	30%
NON PRE-PRICED	10%

Note: The NJPA Fee will be added to the contractors Adjustment Factors after bids are received – see 21.1 below.

11. BID DOCUMENT CHECKLIST

The following documents must be submitted with the bid:

- Bid Form 1: The Adjustment Factors
- Bid Form 2: Calculation of the Combined Adjustment Factor
- Bid Form 3: Bid Deposit
- Bid Form 4: Bidder Assurance of Compliance
- Bid Form 5: Management Plan
- Bid Form 6: Certificate of Good Standing¹
- Bid Form 7: Certificate of Secretary²
- Bid Form 8: Bonding Company Statement of Bond Capacity and Availability³
- Bid Form 9: Financial Statement⁴
 1. Provide a Certificate of Good Standing for your business from the state in which you are organized.
 2. Provide a certificate of Secretary for your business identifying an authorized signer for the Agreement.
 3. Provide a letter from your bonding company setting forth your company's available bonding capacity and availability and confirming that, if required, your company could provide labor and material payment bonds and performance bonds for certain projects up to the bonding capacity.
 4. Provide the most current financial statement for your company as prepared by a CPA.
- Bid Form 10: Form of Agreement (signed)
- Bid Form 11: Agreement to work in all Region in the State (signed)
- Bid Form 12: IQC/JOC Contract Experience (5 Contracts)
- Bid Form 13: IQC/JOC Project Experience (10 Projects)
- Bid Form 14: Existing Full-Service Office Location Affidavit

12. BID TRANSMITTAL

- 12.1 It is the responsibility of the Bidder to be certain that the bid is in the physical possession of NJPA on or prior to the deadline for submission of bids.
- 12.2 Bids must be submitted in a sealed envelope or box properly addressed to NJPA and with the following information clearly marked on the outside of the envelope or box:
- Solicitation number
 - Name of Solicitation
 - Geographic Region
 - Deadline for bid submission
 - Bidder's name and address.
- 12.3 NJPA is not responsible for late receipt of bids. Bids received by the correct deadline for bid submission will be opened and the name of each Bidder and other appropriate information will be publicly read.

13. MODIFICATION OR WITHDRAWAL OF A SUBMITTED BID

A submitted bid may not be modified, withdrawn or cancelled by the Bidder for a period of one hundred and twenty (120) Days following the time and date designated for the receipt of bids. Prior to the deadline for submission of bids, any bid submitted may be modified or withdrawn by notice to the NJPA Coordinator of Bids and Contracts. Such notice shall be submitted in writing and include the signature of the Bidder and shall be delivered to NJPA prior to the deadline for submission of bids and it shall be so worded as not to reveal the content of the original bid. However, the original bid shall not be physically returned to the Bidder until after the official bid opening. Withdrawn bids may be resubmitted up to the time designated for the receipt of the bids if they are then fully in conformance with the Instructions to Bidders.

14. BIDDER RESPONSIVENESS AND RESPONSIBILITY

- 14.1 In accordance with accepted standards of competitive sealed bid awards as set forth in the State's Procurement Code, competitive sealed bids/awards will be made to responsive and responsible Bidders whose bids are determined in writing to be the most advantageous to NJPA and its current or future NJPA Members. To qualify for evaluation, a bid must be responsive which means it shall have been submitted on time and materially satisfy all mandatory requirements identified in this document. A bid must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive. Deviations or exceptions stipulated in Bidder's response, while possibly necessary in the view of the Bidder, may result in disqualification. Language to the effect that the Bidder does not consider this solicitation to be part of a contractual obligation will result in that bid being disqualified by NJPA.
- 14.2 Any Contractor wishing to submit a bid in response to this IFB must also comply with the following minimum responsibility requirements to ensure they are qualified to perform the requirements of the contract:
- 14.2.1 Experience: Bidder has been in business for a minimum of three (3) years prior to the bid due date performing similar work to that anticipated to be performed under the contract he is bidding.
 - 14.2.2 Maintain an existing full-service office (staff based out of that office capable of providing all the professional services required to be delivered under this Contract) within 150 miles of the Geographic Area as it relates to each specific contract shown in Exhibit C. Submit Bid Form 14 as evidence of an existing full-service office location within 150 miles of the Geographic Area as it relates to each specific contract shown in Exhibit C.

15. CERTIFICATION

By signing this bid, the Bidder certifies:

- 15.1 The submission of the offer did not involve collusion or any other anti-competitive practices;
- 15.2 The Bidder/Contractor shall not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);
- 15.3 The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer (see Gratuities); and
- 15.4 The Bidder agrees to promote and offer to Members only those products and/or services as previously stated, allowed and deemed a resultant of the Agreement(s) as NJPA Contract items or services. This clause shall include any future product or service additions as allowed through contract additions.

16. PROTESTS

16.1 Protests shall be filed with the NJPA's Coordinator of Bids and Contracts and Director of Business Development and shall be resolved in accordance with appropriate state statutes of Minnesota. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) Days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Bidder is not a responsible Bidder. A protest must include:

- 16.1.1 The name, address and telephone number of the protester;
- 16.1.2. The original signature of the protester or its representative;
- 16.1.3. Identification of the solicitation by contract number;
- 16.1.4. A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and, the form of relief sought.
- 16.1.5. A good faith fee of \$1,000 payable to NJPA will accompany the formal protest. If the protest is found to be groundless by the NJPA the fee will be forfeited to NJPA. Any protest review and action will be considered final with no further formalities being considered.

17. PUBLIC RECORD

All bids submitted to this invitation shall become the property of the NJPA and will become a matter of public record, available for review subsequent to the award notification. Bids may be viewed by appointment at the NJPA offices Monday through Friday from 8:30 a.m. to 3:30 p.m. CDT.

18. PREVAILING WAGE RATES AND PARTICIPATION REQUIREMENTS

18.1 This clause is applicable to States in which prevailing wage rates are established by law. The Contractor shall pay prevailing wages to all workers in accordance with the applicable laws. The wage rates used for the CTC were the prevailing wage rates, if any; in effect at the time these IFB Documents were issued. In the performance of the Work, however, Contractor shall be fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the State Department of Labor, at the time the Work is performed. If the State Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to completion of the Project, the revised rate shall apply to this Agreement from the effective date of such revision, however such revision shall not entitle Contractor to any increased compensation under the terms of the Agreement.

18.2 If other wage rates are required by law, the Contractor shall pay such wages to all workers in accordance with the applicable laws. If the Work Order is performed in whole or in part

using federal funding, then the Davis Bacon Wages for that area will apply.

- 18.3 Contractors shall meet any goals or requirements established by the NJPA Member ordering the Work, and/or satisfy the intent of said goals or requirements, with regard to Small, Local, Minority, Women, Veteran or Disadvantaged Business Enterprises. Additional participation goals may be incorporated into the Request for Proposal or Detailed Scope of Work.

19. MARKETING REQUIREMENT

Bidder must express a willingness and ability to take ownership and promote the services to be provided. Bidder must agree to work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Agreement and program to all NJPA Members and Potential NJPA Members. Bidder agrees to actively market in cooperation with NJPA all available services to current NJPA Members, as well as Potential NJPA Members. **As such the Bidder will demonstrate in the Management Plan specific marketing strategies, personnel and the qualifications of those personnel to market IQCC and the frequency and duration of marketing efforts.** NJPA reserves the right to deem a Bidder non-responsive or to waive an award based on a Bidder's unwillingness to participate in such a marketing effort or submits a marketing strategy in the Management Plan that is deemed unsatisfactory, in the sole discretion of NJPA.

20. MEMBER SIGN-UP PROCEDURE

Bidder agrees to cooperate and participate in the NJPA Membership process as part of connecting NJPA Members to NJPA contracts. The process to sign up new NJPA Members to purchase under this Agreement will be defined during the award phase.

21. FEES

- 21.1 Administrative fees will be added to the "Contractors Bid Multiplier", collected by the Awarded Contractor and paid to NJPA as described herein within five (5) business days of receipt or as specified by Other Administrative Recipients.
- 21.2 Two types of administrative fees may be used in calculating a final contract factor
- 21.1.1 The NJPA Administrative fee will be calculated at the rate of 6% of the total project cost to the NJPA Member.
 - 21.1.2 Additional Administrative Fees may be assessed by local or jurisdictional organizations. These additional administrative fees will be calculated as a specific percentage of the total project cost to the NJPA Member.
- 21.2 Calculation of the "Total Administrative Fee Factor"
- 21.2.1 The Administrative Fee Factor will be the sum of the percentage rates for all applicable Administrative Fee Factors
- | | |
|---------------------------------|-------|
| NJPA Administrative Fee | 6.0% |
| Total Administrative Fee Factor | 6.00% |
- 21.3 Calculation of Contract Factor (This calculation shall be completed after Contract Award)
- 1. Contract Factor = Contractor Bid Multiplier X (1+ Total Administrative Fee Factor)
 - 2. The result shall be carried to five decimal places and rounded to four decimal places.
- 21.2 The Contractor shall be assessed a one percent (1%) per month late fee for any Administrative Fees not paid by the due date.

21.3 NJPA designates ezIQC, LLC as their contract administrator. The NJPA Administrative Fee payments of 6% shall be made payable to ezIQC, LLC and sent to the following address:

ezIQC, LLC
Attn: Accounts Receivable
140 Bridges Road, Suite E
Mauldin, SC 29662

21.4 NJPA or their designated contract administrator may request records from the Contractor for all cooperative purchases through this Contract and payment of all Administrative Fees. If discrepancies exist between cooperative purchasing activity and Administrative Fees paid, NJPA or their designated contract administrator will provide written notification to the Contractor of the discrepancies and allow the Contractor ten (10) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of the NJPA or their designated contract administrator, NJPA or their designated contract administrator reserve the right to engage a third party to conduct an independent audit of the Contractor's records and, in the event Contractor is not in compliance with this Contract, Contractor shall reimburse the appropriate party for the cost and expense related to such audit.

22. PHYSICAL PRESENCE

The Bidder agrees to establish, maintain and conduct operations from offices within one hundred and fifty (150) miles of the Geographic Area which the Contractor has been awarded.

SECTION THREE - BID FORMS

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT NO: FL

CONTRACTOR NAME: _____

GEOGRAPHIC AREA: _____

The Contractor shall perform the Tasks required by each individual Work Order issued pursuant to this Agreement using the following Adjustment Factors:

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

	.				
--	---	--	--	--	--

(Specify to four decimal places)

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

	.				
--	---	--	--	--	--

(Specify to four decimal places)

3. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work (must be between 1.0500 and 1.2000) :

1	.				
----------	---	--	--	--	--

(Specify to four decimal places)

4. Combined Adjustment Factor: (From Line 7 Bid Form 2)

	.				
--	---	--	--	--	--

(Specify to four decimal places)

(See bid form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it will be considered non-responsive and will be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and the Adjustment Factors. Except for a Non

Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

Note: The NJPA will be added to the contractors Adjustment Factors after bids are received – see 21.1 below.

NJPA RESERVES THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT NO: FL

CONTRACTOR NAME: _____

GEOGRAPHICAL AREA: _____

The following formula has been developed for the sole purpose of evaluating bids and awarding the Agreement.

Each Bidder must complete the following calculation.

- Line 1. Normal Working Hours _____
- Line 2. Multiply Line 1 by .60 _____
- Line 3. Other Than Normal Working Hours _____
- Line 4. Multiply Line 3 by .30 _____
- Line 5. Adjustment Factor for Non Pre-priced Tasks _____
- Line 6. Multiply Line 9 by .10 _____
- Line 7. Summation of lines 2, 4 and 6 _____
(Combined Adjustment Factor)

Transfer the number on line 7 to the space provided for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-7, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4 and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by NJPA that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder. When submitting Price Proposals related to specific Work Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3 or 5 as applicable, on the Bid Form 2 above.

BID FORM 4: BIDDER ASSURANCE OF COMPLIANCE

AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the "Bidder"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. I am authorized to act on behalf of the Bidder, and
2. To the best of my knowledge, no Bidder or Potential Bidder, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Bidders, Potential Bidders, any official or employee of NJPA, or any person, firm or corporation under contract with NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this IFB which tends to, or does, lessen or destroy free competition in the letting of the Agreement sought for by this IFB, and
3. Bidder, or any person on Bidder's behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the bidding or award of the referenced Agreement, and
4. Neither I, Bidder, nor, any officer, director, partner, member or associate of Bidder, nor any of its employees directly involved in obtaining contracts with NJPA or any subdivision of NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. Bidder has examined and understands all the terms and conditions contained in the IFB and it has no exceptions to such terms and conditions, and
6. If awarded a contract, Bidder will provide the services to qualifying NJPA Members in accordance with the terms and conditions of this IFB, and
7. Bidder has carefully checked the accuracy of all the information and prices provided in this bid, and
8. Bidder understands that NJPA reserves the right to reject any or all bids and that this bid may not be withdrawn during a period of 120 days from the time of the opening date, and
9. Bidder certifies that in performing this Agreement it will comply with all applicable provisions of the federal, State, and local laws, regulations, rules, and orders.
10. If applicable, Bidder confirms receipt and acknowledgement of the following addendums:

Addendum Number 1: _____

Addendum Number 2: _____

Addendum Number 3: _____

Company Name: _____

Contact Person for Questions: _____ Phone: _____
(Must be individual who is responsible for filling out this Bidder's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax: Number: _____

E-mail Address: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public in and for the County of _____

State of _____

My commission expires: _____

Signature: _____

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we SHIFF CONSTRUCTION & DEVELOPMENT, INC. (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and WESTFIELD INSURANCE COMPANY (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of OHIO as Surety, hereinafter called the Surety, are held and firmly bound unto THE NATIONAL JOINT POWERS ALLIANCE (Here insert full name and address or legal title of Owner)

as Oblige, hereinafter called the Oblige, in the sum of

TWENTY FIVE THOUSAND AND NO/100 Dollars (\$ 25,000.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SERVICES FOR SO. FL. CONTRACT 1,2,3-FLO 5,6,7,-022912 (Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27th day of FEBRUARY 2012

[Signature] (Witness)

SHIFF CONSTRUCTION & DEVELOPMENT, INC. (Principal) (Seal) PRESIDENT (Title)

[Signature] (Witness)

WESTFIELD INSURANCE COMPANY (Surety) (Seal) ARTHUR K. BRODER (Title) AGENT & ATTORNEY IN FACT

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0992212 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
ARTHUR K. BRODER, MICHAEL P. BRODER, JOINTLY OR SEVERALLY

of DAVIE and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 25th day of APRIL A.D., 2006.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Richard L. Kinnaird, Jr.*
Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this 25th day of APRIL A.D., 2006, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies, that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin
William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 149.93 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 27th day of February A.D., 2006.



Frank A. Carrino
Frank A. Carrino, Secretary

BID FORM 4: BIDDER ASSURANCE OF COMPLIANCE

AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the "Bidder"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. I am authorized to act on behalf of the Bidder, and
2. To the best of my knowledge, no Bidder or Potential Bidder, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Bidders, Potential Bidders, any official or employee of NJPA, or any person, firm or corporation under contract with NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this IFB which tends to, or does, lessen or destroy free competition in the letting of the Agreement sought for by this IFB, and
3. Bidder, or any person on Bidder's behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the bidding or award of the referenced Agreement, and
4. Neither I, Bidder, nor, any officer, director, partner, member or associate of Bidder, nor any of its employees directly involved in obtaining contracts with NJPA or any subdivision of NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. Bidder has examined and understands all the terms and conditions contained in the IFB and it has no exceptions to such terms and conditions, and
6. If awarded a contract, Bidder will provide the services to qualifying NJPA Members in accordance with the terms and conditions of this IFB, and
7. Bidder has carefully checked the accuracy of all the information and prices provided in this bid, and
8. Bidder understands that NJPA reserves the right to reject any or all bids and that this bid may not be withdrawn during a period of 120 days from the time of the opening date, and
9. Bidder certifies that in performing this Agreement it will comply with all applicable provisions of the federal, State, and local laws, regulations, rules, and orders.
10. If applicable, Bidder confirms receipt and acknowledgement of the following addendums:

Addendum Number 1: _____

Addendum Number 2: _____

Addendum Number 3: _____

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Company Name: SHIFF Construction & Dev, Inc.

Contact Person for Questions: JUSTEN SHIFF Phone: 954-524-2575
(Must be individual who is responsible for filling out this Bidder's Response form)

Address: 3201 N. FEDERAL HIGHWAY

City/State/Zip: FT. LAUDERDALE, FL 33306

Telephone Number: 954-524-2575 Fax: Number: 954-524-2576

E-mail Address: JDS @ SHIFFCONSTRUCT.COM

Authorized Signature: [Signature]

Print Name: JUSTEN SHIFF

Title: PRESIDENT

Date: 2/26/2012

Notarized

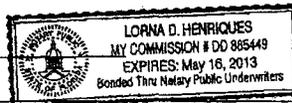
Subscribed and sworn to before me this 27th day of FEB, 2012

Notary Public in and for the County of BROWARD

State of FLORIDA

My commission expires:

Signature: [Signature]



BID FORM 5: MANAGEMENT PLAN

(insert management plan here)

SHIFF CONSTRUCTION & DEVELOPMENT, INC.
MANAGEMENT PLAN FOR EXECUTION OF IQCC

1.)

Shiff Construction & Development, Inc. has been incorporated since 2005. Justen Shiff, President, has been a licensed general contractor since 2000. Shiff Construction is a general contracting firm involved in a variety of projects from ground-up to renovations. Shiff Construction typically subcontracts out all major trades.

Please see Bid Form #12- (5) Projects

Please see Bid Form #13- (10) Projects

2.)

A. Shiff Construction is familiar with the IQCC procurement system. Shiff Construction was hired in 2008 by Broward County to perform Job Order Contracting (JOC) services. Shiff has since won an additional contract with Broward County in Port Everglades, FL. Shiff Construction is aware of the general conditions requirements and other as presented in the bid documents.

B. On each JOC project that we have been involved in, Shiff Construction has participated with the Owner in preparation of the Detailed Scope of Work. All personnel employed by Shiff are extremely familiar with the JOC procurement methodology and understand all steps that are necessary.

C. Shiff Construction understands the importance of closing out projects in an expeditious fashion. The fact that Shiff Construction has continually been awarded numerous projects from the same Owner gives evidence to that. At substantial completion for each project, both Contractor and Owner walk the project and establish a punch-list. Final retainage is not released until such punch-list is completed and approved by Owner.

D. Shiff Construction understands it is expected to assist NJPA in the marketing of the IQCC contract. Shiff Construction has relationships with numerous municipalities throughout South Florida, many of whom have the ability to adopt the NJPA contract. In addition, Shiff has relationships with people who have relationships with decision makers in other municipalities. Shiff will on a weekly basis make contact with these various contacts.

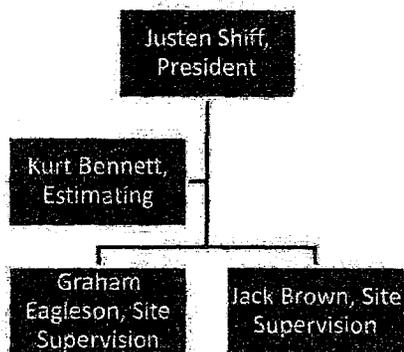
E. Shiff Construction has not previously held a eziQC contract.

F. Shiff Construction warrants all work for a minimum of one year. Shiff Construction continually checks with the Owner throughout the year and should any warranty work be required, it is done immediately.

G. Shiff Construction is not, and has never been precluded from participating in any public procurement activity with any governmental agency.

3. Management Team

A.



B. Justen Shiff, President, will be responsible for managing the NJPA contract. He will be responsible for attending all Joint Scope meetings and preparing all Detailed Scopes of Work. Kurt Bennett will be responsible for preparing in conjunction with Justen Shiff, all Work Order proposals. In addition, Mr. Bennett will solicit proposals from Subcontractors to perform the necessary work. Both Graham Eagleson and Jack Brown will manage the day to day activities and supervision of the construction project.

C. See attached resumes.

List of Employees Assigned to NJPA contract:

Justen Shiff, President
Kurt Bennett, Estimating
Graham Eagleson, Site Supervision
Jack Brown, Site Supervision

Justen D. Shiff

1103 East Las Olas Blvd.
Fort Lauderdale, FL 33301
O 954.463.8900 M 954.931.5446
Jds @shiffconstruct.com

Education: Bachelor of Art, Finance & International Business
1989-1993, Florida State University

License: 2000, Florida Licensed General Contractor

Justen Shiff is President of Shiff Construction & Development, Inc. Shiff C&D is a full-service commercial and residential general contracting firm providing owners and developers with comprehensive building solutions. Shiff C&D provides a wide range of services from the Pre-Construction Stage through Construction Completion and Owner Turnover. From more traditional General Contracting and Construction Management Services to a fully integrated Design/Build delivery system, Shiff C&D has the ability to provide its clients with a project delivery system that meets any of its diverse and changing needs. In addition, for projects where an architect and/or contractor have already been previously selected, Shiff C&D also provides Owner's Representation Services.

As President, Mr. Shiff had overseen the construction of all building types from office to retail/restaurant to residential in either horizontal or vertical style developments. Whether the project is a small tenant improvement or complete ground-up construction, our clients receive the same hands-on professionalism. Mr. Shiff has extensive experience in site development, including roads, underground utilities, drainage and marina construction. Furthermore, he has experience in dealing with all the South Florida regulatory and municipal agencies and utility companies.

Mr. Shiff and his staff provides a multitude of pre-construction services including: Site Selection, Analysis & Acquisition Assistance, Feasibility & Due Diligence Studies, Architectural/Engineering Design, Governmental Site Plan Approval & Representation, Cost Estimating & Conceptual Budgeting, Construction Scheduling, Value Engineering, Existing Facility Review, Governmental Approvals and Building Permit Acquisition

Experience:

Broward County Job Order Costing (JOC) Program
Street & Main, Mixed-use retail/loft project in Downtown Dania Beach, \$1.2 Million
Maison Blanc Luxury Condominium on Las Olas; (4) full floor 4,000sf luxury units, 3.2 Million
Temple Beth Ami, Boca Raton, Interior renovations, \$100,000
The Oaks at Hidden Harbor, 55 unit townhouse and single-family homes, \$15 MM
200 South Gordon Road, Single family home, \$1.5 Million
East Lake Drive Home, Harbor Beach, Single family home, \$2.0 Million
67 Isle of Bahia, Harbor Beach, Single family home, \$1.2 Million
Villaggio di Las Olas, mixed-use mid-rise retail/condominium on Las Olas Blvd.
City of Pompano Lifeguard Headquarters Renovation
Dunes at Ocean Ridge Clubhouse- 2-story complete remodel
Various build-outs and other work.

Graham Eagleson
9298 D Boca Gardens Parkway
Boca Raton, FL 33496
561-315-0750
E-mail grahameagleson@yahoo.com

EDUCATION

Bachelor of Science of Marketing	Florida Atlantic University Boca Raton, Florida	June 1995
Associates of Arts in Business Admin.	Palm Beach Community College Lake Worth, Florida	Dec. 1992

EMPLOYMENT HISTORY

Atlantic Development Inc. Senior Project Manager	Boca Raton, Florida	Sept 2008 - Present
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Currently provide construction management services to project owners, general contractors, & sub-contractors. Projects have ranged from residential, commercial, and government. Presently develop owner – contractor agreements, contractor – sub-contractor agreements, scheduling, estimates, value engineering, submittal packages, city and county inspections, close-out documents.

Shiff Group / AMAS Development Lead Project Manager	Fort Lauderdale, Florida	August 2005- August 2008
--	--------------------------	---------------------------------

Employed as project manager for owner/developer of a 55 unit resident development in Broward County. My roles and responsibilities included all land development, as well as building construction of 43 townhomes, 12 single family homes, and a 46 slip marina. My roles & responsibilities involved developing the scope of work for each sub-contractor, contractor-sub-contractor contracts, scheduling of vendor/contractor work, insurance requirements, county and city inspections, and inventory controls.

Atlantic Pacific Development Owner/Partner	Gulfport, Mississippi	June 1998 – July 2005
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Provided construction management to project owners, general contractors, & sub-contractors. The last major project had been assisting a client with budgeting construction cost for a hotel/casino, & convention center in central Mississippi. I had also assisted several contractors with preparing construction budgets, schedules, as well as cost engineering and estimates.

Mississippi Design & Development Project Manager	Biloxi, Mississippi	Dec 1995- March 2003
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Projects included hotel/casinos, commercial, & government projects. Responsibilities included managing contractors, scheduling contractor work, daily activities reports, insurance requirements, insurance claims (hurricane damage) managing and planning development of inventory control, and related security procedures.

REFERENCES

Upon request

KURT I-V BENNETT

4710 South West 163rd Ave • Miramar, Florida 33027
(E) kurtivbennett@hotmail.com • (C) 954.812.9945

PROFILE

A detail-oriented, reliable, and affable individual. Easy to work with in team-oriented and or independent environments, committed to project delivery. Confident and poised in interaction with individuals at all levels. Able to effectively multi-task.

EDUCATION

Master of Science in Construction Management	FLORIDA INTERNATIONAL UNIVERSITY '10
Bachelor of Architecture	FLORIDA ATLANTIC UNIVERSITY '04
Bachelor of Design in Architectural Studies	FLORIDA INTERNATIONAL UNIVERSITY '03
Associates in Arts, Architecture	BROWARD COMMUNITY COLLEGE '01

EMPLOYMENT HISTORY

SHIFF CONSTRUCTION & DEVELOPMENT, INC. (2011 - Present) Fort Lauderdale, Florida
Construction Project Coordinator

Responsible for construction document review including cost estimating, permitting, compiling bids and negotiation. Visit job sites for verification and evaluation. Review and process shop drawings and submittals. Product research and selection of appropriate products for use on projects. Liaison between all parties involved in the project including owner, design team, purchasing and other.

FAIRCHILD MOLINA ARCHITECTS, INC. (2008 - 2011) Fort Lauderdale, Florida
Architectural Project Manager

Manage architectural projects from inception through construction and completion. Interpret and implement Florida codes: building, zoning, life safety, and accessibility. Prepare construction documents for coordination with consulting engineers. Provide construction administration services including field inspection, drawing clarification, shop drawing review and product approval, respond to permit issues and 'Requests for Information', and coordinate issues between consultants. Provide contracting consultation services including project management and estimating.

Major Contributions and Highlights:

Recognized for accelerating construction documentation resulting in on time construction start delivery. Double award winner at Fort Lauderdale's 32nd annual Community Appearance Board presentation for 'Single Family Residence more than 3,000 square feet' & 'Property of the Year'.

MICHAEL A. SHIFF & ASSOCIATES, INC. (2003 - 2008) Fort Lauderdale, Florida
Intern Architect / Assistant Construction Superintendent

Provide architectural support from schematic design, design development, construction documentation, through to construction administration. Coordinate plan review and permit approval process. Assist senior superintendent in planning construction procedures. Inspect work performed by sub-contractors to ensure conformance with specifications and effective performance of workmanship.

Major Contributions and Highlights:

Enhanced design development and ultimate project submission through creating 3-d context models and renderings.

TECHNICAL PROFICIENCY

Drafting, 3-d Modeling & Rendering: Autodesk (AutoCAD Architecture, Revit Architecture, 3-D Studio Viz), Google SketchUp, Form Z, Maya, Rhinoceros
Graphics & Web Design: Adobe (Photoshop, Illustrator, Acrobat), Macromedia Dreamweaver
Project Management: Primavera, Progen - The Gordian Group's Job Order Contracting (JOC)
General: Microsoft Office (Access, Excel, Outlook, PowerPoint, Project, Word)

BID FORM 6: CERTIFICATE OF GOOD STANDING

(insert certificate of good standing here)

BID FORM 6: CERTIFICATE OF GOOD STANDING

A Certificate of Good Standing for Shiff Construction & Development, Inc. from the State of Florida will be provided prior to contract award.

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BID FORM 7: CERTIFICATE OF SECRETARY

(insert certificate of secretary here)

CERTIFICATE OF SECRETARY

I certify that I am the secretary of SHFF Construction & Development, Inc.
and that the following persons hold positions in this corporation and/or shares in this
corporation in the amount and form designated.

1. Identify number of approved Directors in your by-laws:

(Name) JUSTEN D. SHFF
(Name) _____
(Name) _____
(Name) _____
(Name) _____
(Name) _____
(Name) _____
(Name) _____

2. Officers:

President (Name) JUSTEN SHFF
Vice President (Name) JUSTEN SHFF
Treasurer (Name) MELISSA SHFF
Secretary (Name) JUSTEN SHFF
_____ (Name) _____

3. Shareholders:

Total/Type of shares allowed: 100 common/preferred (circle one)

(Name) JUSTEN SHFF (# shares) 100
(Name) _____ (# shares) _____
(Name) _____ (# shares) _____
(Name) _____ (# shares) _____
(Name) _____ (# shares) _____

Date: 2/26/12


Secretary

BID FORM 8: BONDING COMPANY STATEMENT

(insert bonding company statement here)



Broder & Company

11774 Mandarin Forest Drive
Jacksonville, Florida 32223
Ph- (904) 262-9969
Fax- (904) 260-8357

6191 Orange Drive, Suite 6159E
Davie, Florida 33314
Ph- (954) 584-3002
Fax- (954) 584-3009

February 27, 2012

RE: Shiff Construction and Development, Inc.

To Whom It May Concern:

We are the bonding agents for Shiff Construction and Development, Inc. They are presently bonded by Westfield Insurance Company. Their present bond line is up to \$3 million single job and \$6 million aggregate uncompleted work program.

Shiff Construction and Development, Inc. and their personal are well organized and have extensive experience in the construction business in the South Florida market. They have our highest recommendation.

Please be advised that the above representations are based upon the past performance of Shiff Construction and Development, Inc. that is known to the undersigned. While the above demonstrates our utmost confidence in Shiff Construction and Development, Inc., this letter in no way is a guarantee of future performance. The bond underwriter is solely responsible for the final decision of whether to execute a Performance and Payment Bond, and the undersigned shall not be held liable for any damages arising out of any party's reliance on these statements.

If you have any questions, please let us know.

Sincerely,

Arthur K. Broder

BID FORM 9: FINANCIAL STATEMENT
(insert financial statement here)

BID FORM 9: FINANCIAL STATEMENT

Shiff Construction & Development, Inc. is a privately held corporation and as such, its financial statements are private. Shiff Construction & Development has been profitable in each year that it has operated. Should an accountant prepared letter be required to show financial health of company, please advise.

BID FORM 11: AGREEMENT TO WORK IN ALL REGIONS OF THE STATE

There are times that a Contractor may need to perform work for certain NJPA Members that have facilities in Regions throughout the State. By acknowledging your acceptance below you are saying that you will perform work in any Regions in the State. If you decline to perform work in all Regions you might not be assigned work to a particular NJPA Member that has Facilities outside your Regions and this work may be assigned to a Contractor that accepts this term.

Please circle your intention below:

Yes

We agree to work in all Regions of the State.

No

We are **NOT** interested in working outside our Regions.

Signature

The Bidder shall acknowledge this bid by signing and completing the spaces provided below:

Name of Bidder: SHFF Construction & Dev, Inc.
City/State/Zip: 3201 N. Federal Highway
East Landover, FL 33306
Telephone No.: 404-524-2575

If a partnership, names and addresses of partners:

Notarized

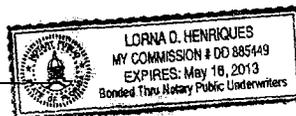
Subscribed and sworn to before me this 27th day of FEB, 2012

Notary Public in and for the County of BROWARD

State of FLORIDA

My commission expires: _____

Signature: _____



NATIONAL JOINT POWERS ALLIANCE®
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BID FORM 13: IQCC/JOC PROJECT EXPERIENCE (Fill-out 1 per Project)

Project Title: N.W. HEALTH ADA FIRE ALARM
Project Number: 08-018863-001
Project Location: SOUTH FLORIDA

Owner Contact Information

Name: BROWARD County
Title: _____
Address: 115 S. ANDREWS AVE FT. LAUD, FL
Email: DEATLIFE@BROWARD.ORG
Phone No: 91357-6470
Project Amount: \$ 14,663.80
Project Start Date: 8/26/2010
Project Completion Date: 9/27/2010

Description of Work Performed; Provide a brief description of the Scope of Work. Attach an additional sheet if necessary:

INSTALL new FIRE ALARM System.

BID FORM 13: IQCC/JOC PROJECT EXPERIENCE (Fill-out 1 per Project)

Project Title: WESTON LIBRARY LANDSCAPING
Project Number: 10-051985-001
Project Location: SOUTH FLORIDA

Owner Contact Information

Name: Broward County
Title: _____
Address: 115 S. Andrews Ave, Ft. Lauderdale
Email: DRATLiff@Broward.org
Phone No: 954-357-6470

Project Amount: \$ 49,378.02
Project Start Date: 6/24/2010
Project Completion Date: 8/3/2010

Description of Work Performed; Provide a brief description of the Scope of Work. Attach an additional sheet if necessary:

INSTALL New Landscaping.

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BID FORM 13: IQCC/JOC PROJECT EXPERIENCE (Fill-out 1 per Project)

Project Title: BCCP PUMP VFD INSTALL
Project Number: 10-0045508-001
Project Location: SOUTH FLORIDA
Owner Contact Information
Name: BROWARD County
Title: _____
Address: 115 S. ANDREWS AVE FT. LAUD
Email: DRATLIFE@BROWARD.ORG
Phone No: 954-357-6470
Project Amount: \$ 21,874.75
Project Start Date: 5/25/2010
Project Completion Date: 7/23/2010

Description of Work Performed; Provide a brief description of the Scope of Work. Attach an additional sheet if necessary:

INSTALL NEW PUMP AND VFD FOR MECHANICAL SYSTEM.

NATIONAL JOINT POWERS ALLIANCE®
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BID FORM 13: IQCC/JOC PROJECT EXPERIENCE (Fill-out 1 per Project)

Project Title: BARC BOUTHER ADA UPGRADES
Project Number: 10-035314 002
Project Location: SOUTH FLORIDA

Owner Contact Information

Name: BROWARD County
Title: _____
Address: 115 S. ANDREWS AVE, FT. LAUD, FL
Email: I.HARVEY @ BROWARD-OR.G
Phone No: 954-357-6470
Project Amount: \$ 81,428.24
Project Start Date: 5/18/2010
Project Completion Date: 3/9/2011

Description of Work Performed; Provide a brief description of the Scope of Work. Attach an additional sheet if necessary:

UPGRADE (7) BEDROOMS AND BATHS TO MEET
ADA COMPLIANCE. DEMO, CONCRETE, DRYWALL,
PLUMBING, ELECTRICAL, FIRE, OTHER.

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

BID FORM 13: IQCC/JOC PROJECT EXPERIENCE (Fill-out 1 per Project)

Project Title: BJTC Boiler Replacement

Project Number: 08-008307002

Project Location: SOUTH FLORIDA

Owner Contact Information

Name: Broward County

Title: _____

Address: 115 S. Andrews Ave, Ft. Ld., 33301

Email: T.HARVEY @ BROWARD. ORG

Phone No: 954-357-6470

Project Amount: \$ 153,434.10

Project Start Date: 12/10/2005

Project Completion Date: 7/26/2010

Description of Work Performed; Provide a brief description of the Scope of Work. Attach an additional sheet if necessary:

REMOVE AND INSTALL NEW BOILER SYSTEM FOR B.C. COURTHOUSE. INCLUDES, PLUMBING, ELECTRIC, STRUCTURAL, OTHER.

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

BID FORM 13: IQCC/JOC PROJECT EXPERIENCE (Fill-out 1 per Project)

Project Title: B.C.J.C. GLAZING REPLACEMENT
Project Number: N607197132-C
Project Location: SOUTH FLORIDA

Owner Contact Information

Name: BREVARD COUNTY
Title: _____
Address: 115 S. ANDERS AVE, FT. LAUDERDALE
Email: DRATLIFF@BREVARD.FL26
Phone No: 954-357-6789

Project Amount: \$ 94,236.55

Project Start Date: 10/28/08

Project Completion Date: 9/17/09

Description of Work Performed; Provide a brief description of the Scope of Work. Attach an additional sheet if necessary:

REMOVE AND REPLACE WINDOWS AT B.C. COURT HOUSE.

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

BID FORM 13: IQCC/JOC PROJECT EXPERIENCE (Fill-out 1 per Project)

Project Title: BLCC LOBBY FLOOR
Project Number: N 607197132-C
Project Location: SOUTH FLORIDA
Owner Contact Information
Name: BROWARD COUNTY
Title: _____
Address: 115 S. ANDREWS AVE, FT. LAUDERDALE, FL
Email: FMD@BROWARD.ORG
Phone No: 954-357-6470
Project Amount: \$ 164,849.85
Project Start Date: 5/29/09
Project Completion Date: 11/18/09

Description of Work Performed; Provide a brief description of the Scope of Work. Attach an additional sheet if necessary:

REMOVE AND REPAIR LOBBY FLOOR AT BROWARD COUNTY GOVERNMENTAL CENTER. INCLUDE, DEMO, CONCRETE, TILE INSTALL,

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

BID FORM 13: IQCC/JOC PROJECT EXPERIENCE (Fill-out 1 per Project)

Project Title: Terminal 4 Improvements
Project Number: 2011-D-5061-001
Project Location: South Florida

Owner Contact Information

Name: Broward County
Title: _____
Address: 1850 Elier Drive, Ft. Lauderdale
Email: DOELLIS @ BROWARD.ORG
Phone No: 954-525-1910

Project Amount: \$ 690,227.38

Project Start Date: 9/1/2011

Project Completion Date: 2/20/2012

Description of Work Performed; Provide a brief description of the Scope of Work. Attach an additional sheet if necessary:

UPGRADE BAGGAGE SPACE FOR PEDESTRIAN
USE. DEMO, CONCRETE, PLUMBING, ELECTRICAL,
FINISHING, WINDOWS, ETC

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

BID FORM 13: IQCC/JOC PROJECT EXPERIENCE (Fill-out 1 per Project)

Project Title: TERMINAL 29 IMPROVEMENTS
Project Number: PE-2011-D-569-001
Project Location: SOUTH FLORIDA
Owner Contact Information
Name: BROWARD COUNTY
Title: _____
Address: 1850 ELLER DRIVE
Email: JTHORNE@BROWARD.CO.FL
Phone No: 954-525-1910
Project Amount: \$ 326,717.66
Project Start Date: 5/23/11
Project Completion Date: 1/24/12

Description of Work Performed; Provide a brief description of the Scope of Work. Attach an additional sheet if necessary.

UPDATE BAGGAGE SPACE FOR PEDESTRIAN USE.
WORK INCLUDES DEMO, CONCRETE, ELECTRICAL, PLUMBING,
STOREFRONT, DOORS, OTHER.

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BID FORM 13: IQCC/JOC PROJECT EXPERIENCE (Fill-out 1 per Project)

Project Title: MIDPORT GARAGE EXPANSION JOINT
Project Number: 2010D-5048
Project Location: SOUTH FLORIDA

Owner Contact Information

Name: BROWARD COUNTY
Title: _____
Address: 1155 ANDREWS AVE, FT LAUD, FL
Email: DOELLIS@BROWARD.ORG
Phone No: 954-525-1910

Project Amount: \$ 254,907.04

Project Start Date: 4/24/11

Project Completion Date: 8/31/11

Description of Work Performed; Provide a brief description of the Scope of Work. Attach an additional sheet if necessary:

REMOVE AND REPLACE EXPANSION JOINTS AT
PARKING DECK.

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

BID FORM 12: IQCC/JOC CONTRACT EXPERIENCE (Fill-out 1 per Contract)

Contract Title: Terminal 4 Improvements

Contract Number: 201-D-5061-001

Geographic Location: SOUTH FLORIDA

Owner Contact Information

Name: Broward County

Title: _____

Address: 1850 Eller Drive, Ft. Lauderdale

Email: DOELLIS@BROWARD.ORG

Phone No: 954-525-1910

Contract Amount (Value of Contract): \$690,227.38

Contract Amount To-Date: \$690,227.38

Contract award date: 9/1/2011

Contract completion date: 2/20/2012

Description of Contract Work Performed; Describe project completed (i.e., Plumbing, Electrical, Paving, Site Work and approximate dollar value). Attach an additional sheet if necessary: _____

UPGRADE BAGGAGE SPACE FOR PEDESTRIAN
USE. Demo, concrete, plumbing, electrical,
fencing, windows, doors, etc.

BID FORM 12: IQCC/JOC CONTRACT EXPERIENCE (Fill-out 1 per Contract)

Contract Title: Terminal 29 Improvement
Contract Number: PE-2011-D-5069-001
Geographic Location: SUM FLORIDA

Owner Contact Information
Name: BRONARD County
Title: _____
Address: 1850 ELLER DRIVE,
Email: J.HORNE@BRONARD.ORG
Phone No: 954-525-1910

Contract Amount (Value of Contract): \$ 326,717.66
Contract Amount To-Date: \$ 326,717.66
Contract award date: 8/23/11
Contract completion date: 1/24/12

Description of Contract Work Performed; Describe project completed (i.e., Plumbing, Electrical, Paving, Site Work and approximate dollar value). Attach an additional sheet if necessary: _____

UPGRADE BAGGAGE SPACE FOR PEDESTRIAN USE.
CONCRETE, DEMO, ELECTRICAL, PLUMBING, DOORS, ETC.

NATIONAL JOINT POWERS ALLIANCE®
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BID FORM 12: IQCC/JOC CONTRACT EXPERIENCE (Fill-out 1 per Contract)

Contract Title: MIDPORT GARAGE EXPANSION JOINT
Contract Number: 2010D-5048
Geographic Location: SOUTH FLORIDA
Owner Contact Information
Name: BROWARD County
Title: _____
Address: 115 S. ANDREWS AVE, FT. LAUD.
Email: DOELLIS @ BROWARD-0726
Phone No: 954-357-525-1910
Contract Amount (Value of Contract): \$254,907.04
Contract Amount To-Date: \$ 254,907.04
Contract award date: 4/24/11
Contract completion date: 5/31/11

Description of Contract Work Performed; Describe project completed (i.e., Plumbing, Electrical, Paving, Site Work and approximate dollar value). Attach an additional sheet if necessary: _____

REMOVE AND REPLACE EXPANSION JOINTS AT
PARKING DECK.

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BID FORM 12: IQCC/IJC CONTRACT EXPERIENCE (Fill-out 1 per Contract)

Contract Title: BCTC GLAZING REPLACEMENT
Contract Number: N60719782-C
Geographic Location: SOUTH FLORIDA

Owner Contact Information

Name: BROWARD COUNTY
Title: _____
Address: 115 S. ANDREWS AVE
Email: DRATIFF@BROWARD.ORG
Phone No: 954-357-6789

Contract Amount (Value of Contract): \$94,236.55

Contract Amount To-Date: \$ 94,236.55

Contract award date: 10/28/2005

Contract completion date: 9/17/2005

Description of Contract Work Performed; Describe project completed (i.e., Plumbing, Electrical, Paving, Site Work and approximate dollar value). Attach an additional sheet if necessary: _____

GLAZING REPLACEMENT

BID FORM 12: IQCC/JOC CONTRACT EXPERIENCE (Fill-out 1 per Contract)

Contract Title: BC6C LOBBY FLOOR

Contract Number: N607197B2-C

Geographic Location: SOUTH FLORIDA

Owner Contact Information

Name: BROWARD County

Title: _____

Address: 115 S. ANDRUS AVE, FT. LAUD.

Email: FMD @ BROWARD.ORG

Phone No: 954-357-6470

Contract Amount (Value of Contract): \$164,849.85

Contract Amount To-Date: \$ 164,849.85

Contract award date: 5/26/09

Contract completion date: 11/18/09

Description of Contract Work Performed; Describe project completed (i.e., Plumbing, Electrical, Paving, Site Work and approximate dollar value). Attach an additional sheet if necessary: _____

LOBBY FLOOR REMOVAL AND REPLACEMENT. INCLUDED
DEMO, CONCRETE, OTHER.

NATIONAL JOINT POWERS ALLIANCE®
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BID FORM 14: EXISTING FULL-SERVICE OFFICE LOCATION AFFIDAVIT

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared JUSTEN D. SHIFF
who after being duly sworn, deposes and says:

As a prospective Bidder, Contractor acknowledges the provisions set forth in the IQCC IFB Documents, Instructions to Bidders Article 14.2, regarding the requirement for an existing full-service office location within 150 miles of the Geographic Area at the time of Bid.

Contractor warrants compliance with such provisions and has established and maintains, at or before the time of Bid, a physical full-service office within 150 miles of the Geographic Area located at the address provided below; and the existing office is fully functioning with an established storefront, office-based staffing capable of providing all the professional services required to be delivered under this Contract, adequate material and equipment, and any and all other necessary operational resources.

Office Physical Address: 3201 N. FEDERAL HIGHWAY
FT. LAUDERDALE, FL 33306

Office Phone Number: 954-524-2576 Office Fax Number: 954-524-2576

Contractor is aware that failure to comply with the requirements set forth in the IQCC IFB Documents, Instructions to Bidders Article 14.2, may cause the Contractor to be considered non-responsive as a Bidder, and may therefore disqualify the Contractor from potential Contract award.

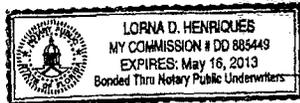
This Affidavit is given in connection with the Contractor's Bid for IQCC contract number FL05-022912

[Signature]

(Affiant)

STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 27th day of FEB, 2012
by JUSTEN SHIFF who is personally known to me and/or has
produced _____ as identification.



[Signature]

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed, or Stamped

EXHIBIT B

Detailed Scope of Work

To: Justen Shiff
Shiff Construction & Development, Inc.
3201 N. Federal Highway
Fort Lauderdale, FL 33306
9545242575

From: John Sfiropoulos
City of Pompano Beach
100 W ATLANTIC BLVD
POMPANO BEACH, FL
954.786.4060

Date Printed: April 23, 2015
Work Order Number: 030948.00
Work Order Title: Pompano Beach Water Treatment Control Room
Brief Scope: Water Treatment Control Room

Preliminary

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

City of Pompano Beach Water Treatment Control Room

Provide all labor and material for scope of work depicted on Plans as Follows

E1 Dated 3/5/2015 by Thomas E Henz

E2 Dated 3/5/2015 by Thomas E Henz

P1 Dated 3/5/2015 by Thomas E Henz

M1 Dated 3/5/2015 by Thomas E Henz

DD1 Dated 10/23/2014 by Shiff Construction and Development

PERMITS: If permits are applicable, permit fees are waived by the City, but the contractor is responsible for obtaining the permit and any associated fees to obtain the permit. The contractor is also responsible for re-inspection fees, fines, etc. when the purpose for the extra fees is the fault of the contractor or sub-contractor

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: April 23, 2015
Re: IQC Master Contract #: FL06-022912-SCD
Work Order #: 030948.00
Owner PO #:
Title: Pompano Beach Water Treatment Control Room
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$116,906.34

01 - General Requirements	\$2,173.44
02 - Site Work	\$1,306.24
03 - Concrete	\$1,781.64
05 - Metals	\$1,045.13
06 - Wood, Plastic, and Composites	\$34,281.27
07 - Thermal & Moisture Protection	\$890.76
08 - Openings	\$12,150.61
09 - Finishes	\$24,962.04
22 - Plumbing	\$6,285.28
23 - Heating, Ventilating, And Air-Conditioning (HVAC)	\$15,656.14
26 - Electrical	\$14,741.32
27 - Communications	\$1,283.86
31 - Earthwork	\$348.61
Proposal Total	\$116,906.34

The Percentage of NPP on this Proposal: 26.85%

Contractor's Price Proposal - Detail

Date: April 23, 2015

Re: IQC Master Contract #: FL06-022912-SCD
 Work Order #: 030948.00
 Owner PO #:
 Title: Pompano Beach Water Treatment Control Room
 Contractor: Shiff Construction & Development, Inc.
 Proposal Value: \$116,906.34

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

01 - General Requirements

1	01 74 19 00 0013		EA	20 CY Dumpster (3 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$2,173.44
				Installation	
				Quantity	
				Unit Price	
				Factor	
				Total	
				4.00 x 451.52 x 1.2034 =	2,173.44

Subtotal for 01 - General Requirements \$2,173.44

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

02 - Site Work

2	02 41 19 13 0049		EA	Saw Cut Minimum Charge For projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$428.48
				Installation	
				Quantity	
				Unit Price	
				Factor	
				Total	
				1.00 x 356.06 x 1.2034 =	428.48
3	02 41 19 13 0234		SF	Up To 6" Thick Concrete Cutouts, > 8 SF With Bar Reinforced, Slab On Grade	\$877.76
				Installation	
				Quantity	
				Unit Price	
				Factor	
				Total	
				70.00 x 10.42 x 1.2034 =	877.76
				Demo 12" reinforced concrete slab to allow plumbing sanitary piping to be routed over to drinking fountain/restroom.	

Subtotal for 02 - Site Work \$1,306.24

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

03 - Concrete

4	03 21 11 00 0027		EA	Straight Dowels, 5/8" Diameter x 24" Long, Deformed	\$142.68
				Installation	
				Quantity	
				Unit Price	
				Factor	
				Total	
				57.00 x 2.08 x 1.2034 =	142.68
5	03 21 11 00 0027 0024		MOD	For Drilling Hole Into Concrete, Horizontal, Add Per Inch Of Depth	\$460.95
				Installation	
				Quantity	
				Unit Price	
				Factor	
				Total	
				342.00 x 1.12 x 1.2034 =	460.95
6	03 31 13 00 0042		CF	Hand Mix And Place Concrete For use where conventional equipment access is limited or when directed by the owner.	\$685.87
				Installation	
				Quantity	
				Unit Price	
				Factor	
				Total	
				46.00 x 12.39 x 1.2034 =	685.87
7	03 48 49 00 0002		SF	4" Thick Precast Landing	\$492.14
				Installation	
				Quantity	
				Unit Price	
				Factor	
				Total	
				16.00 x 25.56 x 1.2034 =	492.14
				Slab required for condensing unit, which will be installed on existing sidewalk. An additional slab was requested for the Chemical bathroom CU, which is of similar scope to this project.	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 030948.00
Work Order Title: Pompano Beach Water Treatment Control Room

Subtotal for 03 - Concrete **\$1,781.64**

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			

05 - Metals

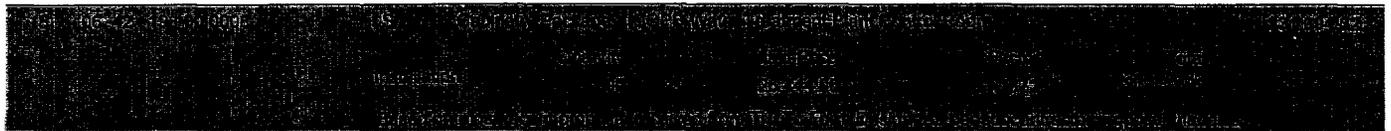
8	05 05 23 00 0223	EA	1/2"	Chemical Adhesive For Bolt, Dowel Or Threaded Rod	\$484.96
				Quantity	
				57.00	
			x	Unit Price	
				7.07	
			x	Factor	
				1.2034	=
				Total	484.96
9	05 05 23 00 0223 0038	MOD		For > 50 To 100, Deduct	-\$45.96
				Quantity	
				57.00	
			x	Unit Price	
				-0.67	
			x	Factor	
				1.2034	=
				Total	-45.96
10	05 05 23 00 0241	EA	1/4" x 1-1/4"	Tapcon Masonry Screw	\$494.60
				Quantity	
				100.00	
			x	Unit Price	
				4.11	
			x	Factor	
				1.2034	=
				Total	494.60
11	05 05 23 00 0268	EA	3/8" Diameter	Threaded Stud Powder Actuated Anchor	\$34.51
				Quantity	
				4.00	
			x	Unit Price	
				7.17	
			x	Factor	
				1.2034	=
				Total	34.51
12	05 43 00 00 0003	LF	1-5/8" Wide x 1-5/8" High, 12 Gauge,	Steel Unistrut Channel	\$77.02
				Quantity	
				10.00	
			x	Unit Price	
				6.40	
			x	Factor	
				1.2034	=
				Total	77.02

Subtotal for 05 - Metals **\$1,045.13**

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			

06 - Wood, Plastic, and Composites

13	06 16 33 00 0006	SF	3/4" Thick CDX Plywood Roof Decking	Applied to wood rafters.	\$935.28
				Quantity	
				580.00	
			x	Unit Price	
				1.34	
			x	Factor	
				1.2034	=
				Total	935.28
14	06 16 33 00 0006 0007			For Application To Metal Studs, Joists, Or Rafters, Add	\$83.76
				Quantity	
				580.00	
			x	Unit Price	
				0.12	
			x	Factor	
				1.2034	=
				Total	83.76
15	06 16 33 00 0006 0012			For Fire Retardant Treatment, Add	\$418.78
				Quantity	
				580.00	
			x	Unit Price	
				0.60	
			x	Factor	
				1.2034	=
				Total	418.78
16	06 16 33 00 0013	SF	3/4" Interior BC Plywood Wall Sheathing	Applied to wall studs.	\$1,013.74
				Quantity	
				540.00	
			x	Unit Price	
				1.56	
			x	Factor	
				1.2034	=
				Total	1,013.74
17	06 16 33 00 0013 0012			For Fire Retardant Treatment, Add	\$435.39
				Quantity	
				540.00	
			x	Unit Price	
				0.67	
			x	Factor	
				1.2034	=
				Total	435.39



to be selected and are not included in price.

Subtotal for 06 - Wood, Plastic, and Composites **\$34,281.27**

Contractor's Price Proposal - Detail Continues..

Work Order Number: 030948.00
Work Order Title: Pompano Beach Water Treatment Control Room

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
07 - Thermal & Moisture Protection					
19	07 21 16 00 0034		SF	6-1/4" Kraft Faced, R-19 Mineral Wool Flexible Insulation	\$718.91
			Installation	Quantity 580.00 x Unit Price 1.03 x Factor 1.2034 = Total 718.91	
20	07 71 23 00 0010		LF	8", 0.040" Thick, K-Style Aluminum Gutter	\$171.85
			Installation	Quantity 12.00 x Unit Price 11.90 x Factor 1.2034 = Total 171.85	
Line chase required for refrigerant and condensate lines.					
Subtotal for 07 - Thermal & Moisture Protection					\$890.76

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
08 - Openings					
21	08 14 73 00 0040		EA	3' x 7' x 1-3/4" High Wood Pocket Door, Hollow Core, Birch Faced	\$589.77
			Installation	Quantity 1.00 x Unit Price 490.09 x Factor 1.2034 = Total 589.77	
22	08 16 13 00 0100		EA	3' x 7', 90 Minute Fire Rated, Corrosion-Resistant FRP Door And Frame (Chem-Pruf)	\$5,169.13
			Installation	Quantity 2.00 x Unit Price 2,147.72 x Factor 1.2034 = Total 5,169.13	
(2) Chem-Pruf doors and frames to match existing.					
23	08 16 13 00 0100 0537		EA	For Custom Color Finish, Add	\$218.90
			Installation	Quantity 2.00 x Unit Price 90.95 x Factor 1.2034 = Total 218.90	
24	08 51 13 00 0123		EA	>15 To 20 SF, 4" Frame Depth, HC 65, Fixed Aluminum Window (Traco TR-9500)	\$701.77
			Installation	Quantity 2.00 x Unit Price 291.58 x Factor 1.2034 = Total 701.77	
Required for (2) interior 4' x 4' windows in new control room.					
25	08 51 13 00 0233		EA	>15 To 20 SF Window, Aluminum Window Panning	\$537.90
			Installation	Quantity 2.00 x Unit Price 223.49 x Factor 1.2034 = Total 537.90	
Required for (2) interior 4' x 4' windows in new control room.					
26	08 71 16 00 0037		PR	4-1/2" x 4-1/2", Standard Duty, Full Mortise, Ball Bearing, Wrought Steel Hinge	\$180.11
			Installation	Quantity 3.00 x Unit Price 49.89 x Factor 1.2034 = Total 180.11	
1.5 Pairs required for each door.					
27	08 71 16 00 0037 0228			For Stainless Steel, Add	\$55.96
			Installation	Quantity 3.00 x Unit Price 15.50 x Factor 1.2034 = Total 55.96	
28	08 71 16 00 0037 0230			For Extra Heavy Duty, Add	\$40.69
			Installation	Quantity 3.00 x Unit Price 11.27 x Factor 1.2034 = Total 40.69	
29	08 71 16 00 0037 0231		PR	For Pair Of Non-Removable Pins, Add	\$21.66
			Installation	Quantity 3.00 x Unit Price 6.00 x Factor 1.2034 = Total 21.66	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 030948.00
Work Order Title: Pompano Beach Water Treatment Control Room

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
08 - Openings					
30	08 71 16 00 2152		EA	Surface Mounted Heavy Duty Door Closer - LCN 4010/4020/4110 Series	\$727.84
			Installation	Quantity Unit Price Factor Total	
				2.00 x 302.41 x 1.2034 = 727.84	
31	08 71 16 00 2174		EA	Entrance F08 Mortise Lockset Locked with key outside and thumb knob inside.	\$1,218.80
			Installation	Quantity Unit Price Factor Total	
				3.00 x 337.60 x 1.2034 = 1,218.80	
				Required for new control room doors.	
32	08 71 16 00 2473		LF	1/2" x 1/4", Silicon Compression Bulb, Adhesive Backed Perimeter Gasketing Weather-Strip (Pemko S88)	\$125.35
			Installation	Quantity Unit Price Factor Total	
				42.00 x 2.48 x 1.2034 = 125.35	
				21 Lf required for each Chempruf door.	
33	08 71 16 00 2539		LF	5" Width, 1/2" Height, Aluminum Saddle Threshold (Pemko 171A)	\$141.30
			Installation	Quantity Unit Price Factor Total	
				6.00 x 19.57 x 1.2034 = 141.30	
34	08 81 26 00 0044		SF	90 Minute, Fire Rated Field Installed Glass	\$2,036.73
			Installation	Quantity Unit Price Factor Total	
				32.00 x 52.89 x 1.2034 = 2,036.73	
				Required for (2) windows in new control room.	
35	08 85 00 00 0004		LF	Neoprene Glazing Gasket, 1/2" Glass Tongued Section / Tongued Mullion	\$384.70
			Installation	Quantity Unit Price Factor Total	
				96.00 x 3.33 x 1.2034 = 384.70	
				32 Lf (16 Lf at exterior and interior of each window).	

Subtotal for 08 - Openings **\$12,150.61**

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
09 - Finishes					
36	09 22 13 00 0003		SF	7/8", 25 Gauge, Hat Channel, Drywall Furring Channel, Installed On Walls 16" On Center	\$2,016.66
			Installation	Quantity Unit Price Factor Total	
				980.00 x 1.71 x 1.2034 = 2,016.66	
37	09 22 13 00 0014		SF	1-1/2", 25 Gauge, Z Furring Channel, Installed On Walls 16" On Center	\$1,603.89
			Installation	Quantity Unit Price Factor Total	
				980.00 x 1.36 x 1.2034 = 1,603.89	
38	09 22 16 00 0010		SF	3-5/8" Metal Stud Channel, 16" On Center, 20 Gauge, With Tracks And Runners	\$315.89
			Installation	Quantity Unit Price Factor Total	
				150.00 x 1.75 x 1.2034 = 315.89	
				Required for new partition in existing control room.	
39	09 22 16 00 0010	0009		For Up To 200, Add	\$86.64
			Installation	Quantity Unit Price Factor Total	
				150.00 x 0.48 x 1.2034 = 86.64	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 030948.00
Work Order Title: Pompano Beach Water Treatment Control Room

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
09 - Finishes						
40	09 22 16 00 0015		SF	3-5/8" Metal Stud Channel, 16" On Center, 18 Gauge, With Tracks And Runners	\$1,709.07	
			Installation	Quantity 540.00 x Unit Price 2.63 x Factor 1.2034 = Total 1,709.07		
41	09 22 16 00 0015 0001			For Walls > 10' High, Add	\$344.41	
			Installation	Quantity 540.00 x Unit Price 0.53 x Factor 1.2034 = Total 344.41		
42	09 22 16 00 0018		SF	8" Metal Framing Stud, 16" On Center, 18 Gauge, With Tracks And Runners	\$3,001.28	
			Installation	Quantity 580.00 x Unit Price 4.30 x Factor 1.2034 = Total 3,001.28		
				Required for roof cover above new control room.		
43	09 22 16 00 0018 0005			For Horizontal Installation > 10' High, Add	\$432.74	
			Installation	Quantity 580.00 x Unit Price 0.62 x Factor 1.2034 = Total 432.74		
44	09 22 36 23 0017		SF	2.5 LB/SY, Self Furring, Flat Diamond, Expanded Metal Lath, Installed On Solid Surface	\$753.81	
			Installation	Quantity 540.00 x Unit Price 1.16 x Factor 1.2034 = Total 753.81		
45	09 22 36 23 0017 0011			For Walls > 10' High, Add	\$45.49	
			Installation	Quantity 540.00 x Unit Price 0.07 x Factor 1.2034 = Total 45.49		
46	09 22 36 23 0017 0014			For Paper Backed Lath, Add	\$38.99	
			Installation	Quantity 540.00 x Unit Price 0.06 x Factor 1.2034 = Total 38.99		
47	09 23 13 00 0005		LF	Galvanized Corner Bead	\$126.36	
			Installation	Quantity 70.00 x Unit Price 1.50 x Factor 1.2034 = Total 126.36		
				Required for drywall corners.		
48	09 24 23 00 0002		SF	Three Coat Troweled Stucco, Scratch/Brown/FinishExcludes lath and felt. Interior or exterior, one side.	\$1,845.53	
			Installation	Quantity 540.00 x Unit Price 2.84 x Factor 1.2034 = Total 1,845.53		
49	09 24 23 00 0002 0020			For Walls > 10' High, Add	\$149.46	
			Installation	Quantity 540.00 x Unit Price 0.23 x Factor 1.2034 = Total 149.46		
50	09 28 13 00 0003		SF	1/2" Cementitious Backer Units For Installation On Floors	\$1,293.17	
			Installation	Quantity 540.00 x Unit Price 1.99 x Factor 1.2034 = Total 1,293.17		
51	09 28 13 00 0003 0056			For Installation On Wall, Add	\$149.46	
			Installation	Quantity 540.00 x Unit Price 0.23 x Factor 1.2034 = Total 149.46		
52	09 29 00 00 0013		SF	5/8" Type X Fire Rated Gypsum Board	\$1,201.47	
			Installation	Quantity 1,280.00 x Unit Price 0.78 x Factor 1.2034 = Total 1,201.47		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 030948.00
Work Order Title: Pompano Beach Water Treatment Control Room

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
09 - Finishes					
53	09 29 00 00 0022		SF	5/8" Moisture Resistant Gypsum Board	\$656.09
				Installation	
				Quantity	580.00 x
				Unit Price	0.94 x
				Factor	1.2034 =
				Total	656.09
				Required on roof (exterior) of new control room.	
54	09 29 00 00 0056		LF	Tape, Spackle And Finish Gypsum Board Vertical Corners Up To 10' High	\$104.46
				Installation	
				Quantity	140.00 x
				Unit Price	0.62 x
				Factor	1.2034 =
				Total	104.46
55	09 51 13 00 0020		SF	2' x 4' x 3/4" Mineral Fiber Acoustical Ceiling Panels	\$1,380.37
				Installation	
				Quantity	700.00 x
				Unit Price	1.60 x
				Factor	1.2034 =
				Total	1,347.81
				Demolition	
				Quantity	123.00 x
				Unit Price	0.22 x
				Factor	1.2034 =
				Total	32.56
				Demo 123 Sf in existing control room. Provide 700 Sf new in new control room and renovated south portion of existing control room.	
56	09 51 13 00 0020 0090		SF	For Fire Rated Panels, Add	\$370.65
				Installation	
				Quantity	700.00 x
				Unit Price	0.44 x
				Factor	1.2034 =
				Total	370.65
57	09 51 13 00 0020 0097			For Individual Room Quantities < 495, AddFor use with projects > 500 SF	\$17.33
				Installation	
				Quantity	120.00 x
				Unit Price	0.12 x
				Factor	1.2034 =
				Total	17.33
58	09 53 23 00 0003		SF	T Bar Ceilings Suspension System 2' x 2', Standard 15/16"	\$1,594.95
				Installation	
				Quantity	700.00 x
				Unit Price	1.86 x
				Factor	1.2034 =
				Total	1,566.83
				Demolition	
				Quantity	123.00 x
				Unit Price	0.19 x
				Factor	1.2034 =
				Total	28.12
				Demo 123 Sf in existing control room. Provide 700 Sf new in new control room and renovated south portion of existing control room.	
59	09 53 23 00 0003 0131		SF	For Chemical Corrosion Resistant (PVC Coated), Add	\$2,105.95
				Installation	
				Quantity	700.00 x
				Unit Price	2.50 x
				Factor	1.2034 =
				Total	2,105.95
60	09 53 23 00 0003 0133			For Individual Room Quantities < 495, AddFor use with projects > 500 SF	\$27.44
				Installation	
				Quantity	120.00 x
				Unit Price	0.19 x
				Factor	1.2034 =
				Total	27.44
61	09 53 23 00 0003 0134			For Aluminum T-Bar System, Add	\$345.38
				Installation	
				Quantity	700.00 x
				Unit Price	0.41 x
				Factor	1.2034 =
				Total	345.38
62	09 53 23 00 0003 0135			For Compression Struts With Splay Wires, Add	\$185.32
				Installation	
				Quantity	700.00 x
				Unit Price	0.22 x
				Factor	1.2034 =
				Total	185.32
63	09 65 13 13 0002		LF	4" High 1/8" Vinyl Plastic Base, All Colors	\$430.53
				Installation	
				Quantity	208.00 x
				Unit Price	1.72 x
				Factor	1.2034 =
				Total	430.53
				Vinyl base required throughout new and existing control rooms.	
64	09 91 23 00 0044		SF	Paint Interior Concrete Masonry Units, 1 Coat Filler, Brush/Roller Work	\$400.73
				Installation	
				Quantity	900.00 x
				Unit Price	0.37 x
				Factor	1.2034 =
				Total	400.73

Contractor's Price Proposal - Detail Continues..

Work Order Number: 030948.00
Work Order Title: Pompano Beach Water Treatment Control Room

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
09 - Finishes						
65	09 91 23 00 0046		SF	Paint Interior Concrete Masonry Units, 2 Coats Paint, Brush/Roller Work	\$877.28	
			Installation	Quantity 900.00 x Unit Price 0.81 x Factor 1.2034 = Total 877.28		
66	09 91 23 00 0062		SF	Paint Interior Plaster/Drywall, 1 Coat Primer, Brush/Roller Work	\$461.01	
			Installation	Quantity 1,321.00 x Unit Price 0.29 x Factor 1.2034 = Total 461.01		
67	09 91 23 00 0064		SF	Paint Interior Plaster/Drywall, 2 Coats Paint, Brush/Roller Work	\$890.23	
			Installation	Quantity 1,321.00 x Unit Price 0.56 x Factor 1.2034 = Total 890.23		
Subtotal for 09 - Finishes					\$24,962.04	

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
22 - Plumbing						
68	22 07 16 00 0002		EA	Neoprene Insulation Kit For Under Lavatories	\$360.63	
			Installation	Quantity 2.00 x Unit Price 149.84 x Factor 1.2034 = Total 360.63		
69	22 11 16 00 0184		LF	1/2" Inside Diameter Copper Pipe/Tubing Type L	\$250.55	
			Installation	Quantity 60.00 x Unit Price 3.47 x Factor 1.2034 = Total 250.55		
70	22 11 16 00 0208		EA	1/2" 90 Degree Elbow, Copper	\$246.46	
			Installation	Quantity 16.00 x Unit Price 12.80 x Factor 1.2034 = Total 246.46		
71	22 11 16 00 0242		EA	1/2" Copper Tee - Straight Sweat	\$93.91	
			Installation	Quantity 4.00 x Unit Price 19.51 x Factor 1.2034 = Total 93.91		
72	22 11 16 00 0268		EA	1/2" Straight Copper Coupling	\$122.46	
			Installation	Quantity 8.00 x Unit Price 12.72 x Factor 1.2034 = Total 122.46		
73	22 11 16 00 0297		EA	1/2" Copper Adapter, Male	\$61.90	
			Installation	Quantity 4.00 x Unit Price 12.86 x Factor 1.2034 = Total 61.90		
74	22 11 16 00 0306		EA	1/2" Copper Adapter, Female	\$67.82	
			Installation	Quantity 4.00 x Unit Price 14.09 x Factor 1.2034 = Total 67.82		
75	22 13 13 00 0008		EA	Rough-in Kitchen Sink, (Countertop), Single Fixture Includes cast iron waste and vent pipe and copper domestic supply. Excludes fixture and faucet.	\$967.89	
			Installation	Quantity 2.00 x Unit Price 402.15 x Factor 1.2034 = Total 967.89		
76	22 13 16 00 0271		LF	2" Cast Iron Soil Pipe, No Hub	\$291.34	
			Installation	Quantity 30.00 x Unit Price 8.07 x Factor 1.2034 = Total 291.34		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 030948.00
Work Order Title: Pompano Beach Water Treatment Control Room

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
22 - Plumbing					
77	22 13 16 00 0289		EA	2" (1/4 Bend) Cast Iron Fitting, No Hub	\$100.80
				Installation	
				Quantity 4.00 x Unit Price 20.94 x Factor 1.2034 = Total 100.80	
78	22 13 16 00 0297		EA	2" Cast Iron Tee, Sanitary Straight, No Hub	\$230.45
				Installation	
				Quantity 5.00 x Unit Price 38.30 x Factor 1.2034 = Total 230.45	
79	22 13 16 00 0359		EA	2" Cast Iron Blind Plug, No Hub	\$40.12
				Installation	
				Quantity 2.00 x Unit Price 16.67 x Factor 1.2034 = Total 40.12	
80	22 13 16 00 0367		EA	2" Cast Iron P-Trap, No Hub	\$57.81
				Installation	
				Quantity 2.00 x Unit Price 24.02 x Factor 1.2034 = Total 57.81	
81	22 13 16 00 0399		EA	2" Cast Iron Cleanout Tee, No Hub	\$132.86
				Installation	
				Quantity 5.00 x Unit Price 22.08 x Factor 1.2034 = Total 132.86	
82	22 13 16 00 0488		EA	2" Mechanical Joint Coupling, Cast Iron With Bolts	\$475.58
				Installation	
				Quantity 20.00 x Unit Price 19.76 x Factor 1.2034 = Total 475.58	
83	22 42 16 00 0069		EA	17" x 22" x 10" Stainless Steel Kitchen Sink, Single Bowl, 18 Gauge (Elkay DLR172210)	\$1,987.44
				Installation	
				Quantity 2.00 x Unit Price 825.76 x Factor 1.2034 = Total 1,987.44	
				(2) Drop in sinks required for control room.	
84	22 42 39 00 0064		EA	Hot And Cold Faucet, Dual Deck Mount, Gooseneck Spout With Serrated Nozzle Outlet, Laboratory Faucet (Chicago Faucet 946)	\$490.99
				Installation	
				Quantity 2.00 x Unit Price 204.00 x Factor 1.2034 = Total 490.99	
85	22 42 39 00 0098		EA	1-1/2" Grid Strainer Tailpiece (Chicago Faucet 327-X1-1/2TPCP)	\$130.57
				Installation	
				Quantity 2.00 x Unit Price 54.25 x Factor 1.2034 = Total 130.57	
86	22 42 39 00 0100		EA	1-1/2" Chrome Plated Cast P-Trap With Or Without Cleanout	\$175.70
				Installation	
				Quantity 2.00 x Unit Price 73.00 x Factor 1.2034 = Total 175.70	
Subtotal for 22 - Plumbing					\$6,285.28

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
23 - Heating, Ventilating, And Air-Conditioning (HVAC)					
87	23 05 29 00 0354		LF	3/8" Diameter, Carbon Steel Threaded Rod	\$30.42
				Installation	
				Quantity 16.00 x Unit Price 1.58 x Factor 1.2034 = Total 30.42	
88	23 05 29 00 0370		EA	3/8", Carbon Steel Flat Washer	\$1.93
				Installation	
				Quantity 8.00 x Unit Price 0.20 x Factor 1.2034 = Total 1.93	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 030948.00
Work Order Title: Pompano Beach Water Treatment Control Room

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
23 - Heating, Ventilating, And Air-Conditioning (HVAC)					
89	23 05 29 00 0378		EA	3/8" - 16, Carbon Steel Hex Nut	\$2.41
				Installation	
				Quantity 8.00 x Unit Price 0.25 x Factor 1.2034 = Total 2.41	
90	23 05 29 00 0633		EA	1/2" Hanger Assembly For PipeIncludes hanger, rod, saddle and clamp.	\$372.00
				Installation	
				Quantity 6.00 x Unit Price 51.52 x Factor 1.2034 = Total 372.00	
				Hangers	
91	23 09 23 00 0278		EA	88 IN-LB, 2 Position, 24 VAC Spring Return Direct Coupled Damper Actuator (Honeywell MS8110A1206)	\$325.83
				Installation	
				Quantity 1.00 x Unit Price 270.76 x Factor 1.2034 = Total 325.83	
92	23 23 16 00 0004		LF	1/4" Refrigeration Tubing Copper (Soft) Dehydrated	\$117.98
				Installation	
				Quantity 38.00 x Unit Price 2.58 x Factor 1.2034 = Total 117.98	
93	23 23 16 00 0006		LF	3/8" Refrigeration Tubing Copper (Soft) Dehydrated	\$140.85
				Installation	
				Quantity 38.00 x Unit Price 3.08 x Factor 1.2034 = Total 140.85	
94	23 23 16 00 0148		EA	3/8" Sealed In-line Filter Dryer 5 CI	\$52.88
				Installation	
				Quantity 1.00 x Unit Price 43.94 x Factor 1.2034 = Total 52.88	
95	23 31 13 16 0005		LF	6" Round Galvanized Sheet Metal Duct, Factory Fabricated, Field Installed, Low Pressure	\$120.04
				Installation	
				Quantity 25.00 x Unit Price 3.99 x Factor 1.2034 = Total 120.04	
96	23 31 13 16 0005 0469		MOD	For 24 Gauge, Add	\$9.03
				Installation	
				Quantity 25.00 x Unit Price 0.30 x Factor 1.2034 = Total 9.03	
97	23 33 13 13 0002		EA	6" Diameter Radial Opposed Blade Damper Round, Steel Construction, Manual Operated	\$30.11
				Installation	
				Quantity 1.00 x Unit Price 25.02 x Factor 1.2034 = Total 30.11	
				Damper required for O/A intake. See CTC #23 09 23 00-0278 for actuator for motorized function.	
98	23 33 13 13 0004		EA	8" Diameter Radial Opposed Blade Damper Round, Steel Construction, Manual Operated	\$69.60
				Installation	
				Quantity 2.00 x Unit Price 28.92 x Factor 1.2034 = Total 69.60	
99	23 33 46 00 0006		LF	8" Diameter Flexible Duct, Factory Fabricated, Preinsulated	\$147.78
				Installation	
				Quantity 20.00 x Unit Price 6.14 x Factor 1.2034 = Total 147.78	
100	23 33 46 00 0018		EA	8" Diameter Flexible Duct Collar, Spin-In Type, Sheet Metal, With Damper	\$89.68
				Installation	
				Quantity 2.00 x Unit Price 37.26 x Factor 1.2034 = Total 89.68	
101	23 37 13 00 0103		EA	24" x 24" Double Deflection Return/Exhaust Register, Aluminum, Opposed Blade Damper, Wall/Ceiling	\$600.18
				Installation	
				Quantity 2.00 x Unit Price 249.37 x Factor 1.2034 = Total 600.18	
				Return grille	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 030948.00
Work Order Title: Pompano Beach Water Treatment Control Room

Sect.	Item	Modifier	UOM	Description	Line Total		
Labor	Equip.	Material	(Excluded if marked with an X)				
23 - Heating, Ventilating, And Air-Conditioning (HVAC)							
102	23 81 23 00 0042		EA	3 Ton Packaged Computer Room Air Conditioner, Ceiling Mounted, Split System	\$13,545.42		
				Quantity	Unit Price	Factor	Total
			Installation	1.00	x 11,255.96	x 1.2034	= 13,545.42
				Mitsubishi pUZ-a36nHa3-1 multi-zone outdoor unit with (1) Mitsubishi pLa-a36BA indoor unit.			

Subtotal for 23 - Heating, Ventilating, And Air-Conditioning (HVAC) \$15,656.14

Sect.	Item	Modifier	UOM	Description	Line Total		
Labor	Equip.	Material	(Excluded if marked with an X)				
26 - Electrical							
103	26 05 19 16 0012		MLF	#12 AWG Cable - Type THHN-THWN, 600 V Copper, Single Solid, Placed In Conduit	\$568.35		
			Installation	Quantity 1.20	x Unit Price 393.57	x Factor 1.2034	= Total 568.35
104	26 05 19 16 0013		MLF	#10 AWG Cable - Type THHN-THWN, 600 V Copper, Single Solid, Placed In Conduit	\$148.41		
			Installation	Quantity 0.24	x Unit Price 513.86	x Factor 1.2034	= Total 148.41
105	26 05 19 16 0122		MLF	#6 AWG Cable - Type THHN-THWN, Underground Feeder And Branch Circuit	\$587.05		
			Installation	Quantity 0.45	x Unit Price 1,084.06	x Factor 1.2034	= Total 587.05
106	26 05 19 16 0187		MLF	#12 AWG Cable - Type MC, 2 Conductors, Solid Or Stranded, Galvanized Steel Armor	\$534.82		
			Installation	Quantity 0.25	x Unit Price 1,777.69	x Factor 1.2034	= Total 534.82
107	26 05 19 16 0240		EA	3/4" Armored Cable Connector	\$98.20		
			Installation	Quantity 30.00	x Unit Price 2.72	x Factor 1.2034	= Total 98.20
108	26 05 29 00 0072		EA	1/2", One Hole Steel Conduit Strap	\$81.35		
			Installation	Quantity 40.00	x Unit Price 1.69	x Factor 1.2034	= Total 81.35
109	26 05 29 00 0073		EA	3/4", One Hole Steel Conduit Strap	\$41.64		
			Installation	Quantity 20.00	x Unit Price 1.73	x Factor 1.2034	= Total 41.64
110	26 05 29 00 0074		EA	1", One Hole Steel Conduit Strap	\$69.32		
			Installation	Quantity 30.00	x Unit Price 1.92	x Factor 1.2034	= Total 69.32
111	26 05 29 00 0138		EA	1/4" To 3/4" Drywall Thickness, Adjustable Switch And Outlet Box Support (Caddy MFS)	\$128.46		
			Installation	Quantity 35.00	x Unit Price 3.05	x Factor 1.2034	= Total 128.46
112	26 05 29 00 0144		EA	Lay-In/Troffer, Straight Lip Type Fixture Support Clip (Caddy 515)	\$35.04		
			Installation	Quantity 13.00	x Unit Price 2.24	x Factor 1.2034	= Total 35.04
				(2) required for each lay-in fixture.			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 030948.00
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Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
26 - Electrical					
113	26 05 29 00 0230		EA	3/16" x 3" Toggle Bolt	\$125.27
				Installation	
				Quantity	30.00 x
				Unit Price	3.47 x
				Factor	1.2034 =
				Total	125.27
114	26 05 29 00 0403		EA	3/4", One Hole, PVC Coated Steel Conduit Strap	\$21.90
				Installation	
				Quantity	4.00 x
				Unit Price	4.55 x
				Factor	1.2034 =
				Total	21.90
115	26 05 33 13 0290		LF	1/2" EMT Conduit, Mounted Exposed On Flat Wall	\$396.64
				Installation	
				Quantity	160.00 x
				Unit Price	2.06 x
				Factor	1.2034 =
				Total	396.64
116	26 05 33 13 0291		LF	3/4" EMT Conduit, Mounted Exposed On Flat Wall	\$2,327.86
				Installation	
				Quantity	780.00 x
				Unit Price	2.48 x
				Factor	1.2034 =
				Total	2,327.86
				690' for receptacle, switching and lighting + 90' for low voltage.	
117	26 05 33 13 0291 0220			For > 500 To 1000, Deduct	-\$131.41
				Installation	
				Quantity	780.00 x
				Unit Price	-0.14 x
				Factor	1.2034 =
				Total	-131.41
118	26 05 33 13 0292		LF	1" EMT Conduit, Mounted Exposed On Flat Wall	\$373.05
				Installation	
				Quantity	100.00 x
				Unit Price	3.10 x
				Factor	1.2034 =
				Total	373.05
119	26 05 33 13 0323		EA	1/2 EMT Compression Coupling	\$82.02
				Installation	
				Quantity	24.00 x
				Unit Price	2.84 x
				Factor	1.2034 =
				Total	82.02
120	26 05 33 13 0324		EA	3/4" EMT Compression Coupling	\$121.30
				Installation	
				Quantity	32.00 x
				Unit Price	3.15 x
				Factor	1.2034 =
				Total	121.30
				(14) for electrical & (18) for low voltage.	
121	26 05 33 13 0325		EA	1" EMT Compression Coupling	\$55.60
				Installation	
				Quantity	10.00 x
				Unit Price	4.62 x
				Factor	1.2034 =
				Total	55.60
122	26 05 33 13 0356		EA	1/2" EMT Box Connector, Compression	\$84.24
				Installation	
				Quantity	20.00 x
				Unit Price	3.50 x
				Factor	1.2034 =
				Total	84.24
123	26 05 33 13 0357		EA	3/4" EMT Box Connector, Compression	\$161.16
				Installation	
				Quantity	31.00 x
				Unit Price	4.32 x
				Factor	1.2034 =
				Total	161.16
				13 for electrical & 18 for low voltage.	
124	26 05 33 13 0358		EA	1" EMT Box Connector, Compression	\$14.27
				Installation	
				Quantity	2.00 x
				Unit Price	5.93 x
				Factor	1.2034 =
				Total	14.27
125	26 05 33 13 0391		EA	3/4" EMT To Flexible Adapter	\$180.03
				Installation	
				Quantity	20.00 x
				Unit Price	7.48 x
				Factor	1.2034 =
				Total	180.03

Contractor's Price Proposal - Detail Continues..

Work Order Number: 030948.00
Work Order Title: Pompano Beach Water Treatment Control Room

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
26 - Electrical					
126	26 05 33 13 0433		EA	3/4" IMC Bushing Set With Locknut, Mounted Exposed On Flat Wall	\$69.42
			Installation	Quantity Unit Price Factor = Total	
				9.00 x 6.41 x 1.2034 = 69.42	
				Required for data/telephone drops.	
127	26 05 33 13 1251		LF	3/4" PVC Schedule 40 Conduit With Coupling, Glued Coupling, Mounted Exposed On Flat Wall	\$38.27
			Installation	Quantity Unit Price Factor = Total	
				20.00 x 1.59 x 1.2034 = 38.27	
128	26 05 33 13 1305		EA	3/4" PVC LB, LR Or LL Fitting With Cover, Glued Coupling, Mounted Exposed On Flat Wall	\$15.48
			Installation	Quantity Unit Price Factor = Total	
				1.00 x 12.86 x 1.2034 = 15.48	
129	26 05 33 13 1830		LF	3/4" Non-Metallic Liquid Tight Flex Conduit	\$30.21
			Installation	Quantity Unit Price Factor = Total	
				10.00 x 2.51 x 1.2034 = 30.21	
130	26 05 33 13 1838		EA	3/4" Non-Metallic Straight Connector	\$33.60
			Installation	Quantity Unit Price Factor = Total	
				4.00 x 6.98 x 1.2034 = 33.60	
131	26 05 33 16 0216		EA	3/4" FS Type Surface Mounted PVC Box With Weatherproof Cover	\$55.72
			Installation	Quantity Unit Price Factor = Total	
				1.00 x 46.30 x 1.2034 = 55.72	
132	26 05 33 16 0227		EA	4-11/16" Junction Box, Plaster Ring And Cover Plate (Computer)	\$957.79
			Installation	Quantity Unit Price Factor = Total	
				35.00 x 22.74 x 1.2034 = 957.79	
				(26) for lighting, receptacles and switching; (9) for data/voice locations.	
133	26 05 33 16 0227		EA	4-11/16" Junction Box, Plaster Ring And Cover Plate (Computer)	\$246.29
			Installation	Quantity Unit Price Factor = Total	
				9.00 x 22.74 x 1.2034 = 246.29	
134	26 09 23 00 0119		EA	Ultrasonic, Wall Switch Mounted Occupancy Sensor (Watt Stopper UW-100)	\$220.46
			Installation	Quantity Unit Price Factor = Total	
				2.00 x 91.60 x 1.2034 = 220.46	
135	26 09 23 00 0139		EA	1000 SF 360 Degree Coverage, 25 KHZ Ultrasonic, Ceiling Mounted Occupancy Sensor (Watt Stopper W-1000A)	\$158.33
			Installation	Quantity Unit Price Factor = Total	
				1.00 x 131.57 x 1.2034 = 158.33	
136	26 09 23 00 0186		EA	220-240 VAC, 20A, Occupancy Sensor Power Pack (Watt Stopper B230E-P)	\$55.83
			Installation	Quantity Unit Price Factor = Total	
				1.00 x 46.39 x 1.2034 = 55.83	
137	26 24 16 00 0217		EA	100 A - 30 Circuit Capacity, 120/208 V, 4 Wire, 3 Phase, NEMA 1 Panelboard, Main Lugs, Unassembled	\$872.83
			Installation	Quantity Unit Price Factor = Total	
				1.00 x 725.30 x 1.2034 = 872.83	
138	26 24 16 00 0217 0051		EA	For Hinged Door-In-Door With Yale 5116 With Rosette, Add	\$394.72
			Installation	Quantity Unit Price Factor = Total	
				1.00 x 328.00 x 1.2034 = 394.72	

Contractor's Price Proposal - Detail Continues..

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Work Order Title: Pompano Beach Water Treatment Control Room

Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
26 - Electrical					
139	26 24 16 00 0364		EA	1 Pole, 120/240 Volt, 15-30 A, Branch Circuit Breaker, 10,000 Amp Interrupting Capacity	\$207.56
				Installation	
				Quantity	Unit Price
				7.00 x	24.64 x
					Factor =
					Total
					207.56
				Required for (5) receptacle circuits, (1) lighting circuit, & (1) motorized damper.	
140	26 24 16 00 0364 0107			For Bolt-On, Add	\$51.13
				Installation	
				Quantity	Unit Price
				7.00 x	6.07 x
					Factor =
					Total
					51.13
141	26 24 16 00 0364 0142			For Installation In New Panelboard, DeductAlso for use with new interiors in panelboards.	-\$35.97
				Installation	
				Quantity	Unit Price
				7.00 x	-4.27 x
					Factor =
					Total
					-35.97
142	26 24 16 00 0371		EA	2 Pole, 120/240 Volt, 15-30 A, Branch Circuit Breaker, 10,000 Amp Interrupting Capacity	\$51.82
				Installation	
				Quantity	Unit Price
				1.00 x	43.06 x
					Factor =
					Total
					51.82
				Required for new AC-1/CU-1 circuit.	
143	26 24 16 00 0371 0107			For Bolt-On, Add	\$11.88
				Installation	
				Quantity	Unit Price
				1.00 x	9.87 x
					Factor =
					Total
					11.88
144	26 24 16 00 0379		EA	3 Pole, 120/240 Volt, 35-60 A, Branch Circuit Breaker, 10,000 Amp Interrupting Capacity	\$114.59
				Installation	
				Quantity	Unit Price
				1.00 x	95.22 x
					Factor =
					Total
					114.59
				Required on existing panel "IPP2" to service new panel "N"	
145	26 24 16 00 0379 0107			For Bolt-On, Add	\$21.52
				Installation	
				Quantity	Unit Price
				1.00 x	17.88 x
					Factor =
					Total
					21.52
146	26 27 23 00 0021		EA	Add-On Cover Plate For One Duplex Receptacle	\$302.87
				Installation	
				Quantity	Unit Price
				13.00 x	19.36 x
					Factor =
					Total
					302.87
147	26 27 26 00 0018		EA	20 A, NEMA 5-20, Duplex Receptacle, 125 V, 1 Phase	\$109.93
				Installation	
				Quantity	Unit Price
				9.00 x	10.15 x
					Factor =
					Total
					109.93
				Required at desktop/TV locations.	
148	26 27 26 00 0069		EA	20 Amp GFI, Duplex Receptacle	\$97.67
				Installation	
				Quantity	Unit Price
				4.00 x	20.29 x
					Factor =
					Total
					97.67
				(2) Required at each sink.	
149	26 27 26 00 0133		EA	20 A, 120/277 V SPST Switch	\$33.38
				Installation	
				Quantity	Unit Price
				2.00 x	13.87 x
					Factor =
					Total
					33.38
150	26 27 26 00 0213		EA	1 Gang Nylon Switch Plate	\$1.93
				Installation	
				Quantity	Unit Price
				2.00 x	0.80 x
					Factor =
					Total
					1.93

Contractor's Price Proposal - Detail Continues..

Work Order Number: 030948.00
Work Order Title: Pompano Beach Water Treatment Control Room

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
26 - Electrical						
151	26 27 26 00 0248		EA	1 Gang 0.040" Chrome Switch Plate With Chromium Finish	\$22.78	
				Installation		
				Quantity	Unit Price	
				1.00 x	18.93 x	
					Factor =	
					Total	
					22.78	
152	26 27 26 00 0261		EA	Thermoplastic Weatherproof Cover, Duplex Receptacle, For Vertical FS/FD Mounting	\$61.94	
				Installation		
				Quantity	Unit Price	
				1.00 x	51.47 x	
					Factor =	
					Total	
					61.94	
153	26 28 16 00 0173		EA	30 A Fused Disconnect Switch, NEMA 3R, Heavy Duty, With Fuses, 240 V, 3 Phase	\$905.53	
				Installation		
				Quantity	Unit Price	
				2.00 x	376.24 x	
					Factor =	
					Total	
					905.53	
				Required for indoor and outdoor portion of AC unit.		
154	26 28 16 00 0173		EA	30 A Fused Disconnect Switch, NEMA 3R, Heavy Duty, With Fuses, 240 V, 3 Phase	\$285.37	
				Installation		
				Quantity	Unit Price	
				1.00 x	158.15 x	
					Factor =	
					Total	
					190.32	
				Demolition		
				Quantity	Unit Price	
				1.00 x	78.99 x	
					Factor =	
					Total	
					95.06	
				Relocate existing disconnect switch.		
155	26 51 13 00 0053		EA	Remove And Reinstall Lay-In Fluorescent Light Fixture	\$218.92	
				Installation		
				Quantity	Unit Price	
				4.00 x	45.48 x	
					Factor =	
					Total	
					218.92	
				(4) Lights to be relocated in existing control room to facilitate installation of partition wall and new ceiling grid.		
156	26 51 13 00 0124		EA	3 T8 Lamps, 2' x 4', Parabolic, Lay-In/Troffer, Recessed Fluorescent Fixture	\$1,799.07	
				Installation		
				Quantity	Unit Price	
				9.00 x	166.11 x	
					Factor =	
					Total	
					1,799.07	
157	26 52 00 00 0005		EA	18 Max Wattage At 90 Minutes, 6 Volt, Polycarbonate Housing, Krypton Lamps, Commercial Emergency Light (Lithonia ELM618)	\$757.78	
				Installation		
				Quantity	Unit Price	
				5.00 x	125.94 x	
					Factor =	
					Total	
					757.78	
158	26 53 00 00 0004		EA	Single Face, Thermoplastic Housing, LED Exit Sign With Battery Back-Up	\$468.10	
				Installation		
				Quantity	Unit Price	
				3.00 x	129.66 x	
					Factor =	
					Total	
					468.10	

Subtotal for 26 - Electrical **\$14,741.32**

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
27 - Communications						
159	27 14 13 16 0334		MLF	4-Pair Solid UTP, 24 AWG, Category 5E, Indoor Telecommunications Plenum Cable, Installed In Conduit	\$790.75	
				Installation		
				Quantity	Unit Price	
				1.00 x	657.10 x	
					Factor =	
					Total	
					790.75	
160	27 14 43 00 0013		EA	Two Port, Single Gang, Plastic Communication Faceplate With Station ID	\$48.41	
				Installation		
				Quantity	Unit Price	
				9.00 x	4.47 x	
					Factor =	
					Total	
					48.41	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 030948.00
Work Order Title: Pompano Beach Water Treatment Control Room

Sect.	Item	Modifier	UOM	Description	Line Total			
Labor	Equip.	Material	(Excluded if marked with an X)					
27 - Communications								
161	27 14 43 00 0047		EA	Two Port, Surface Mount Plastic Communication Box With Station ID	\$153.36			
				Quantity	Unit Price	Factor	=	Total
			Installation	9.00	14.16	x	1.2034	153.36
162	27 14 43 00 0074		EA	Label Both Ends Of One 4 Pair Cable	\$182.17			
				Quantity	Unit Price	Factor	=	Total
			Installation	18.00	8.41	x	1.2034	182.17
163	27 14 43 00 0076		EA	Label two gang face plate (4 labels required)	\$109.17			
				Quantity	Unit Price	Factor	=	Total
			Installation	9.00	10.08	x	1.2034	109.17
Subtotal for 27 - Communications					\$1,283.86			

Sect.	Item	Modifier	UOM	Description	Line Total			
Labor	Equip.	Material	(Excluded if marked with an X)					
31 - Earthwork								
164	31 23 16 13 0007		CY	Excavation For Trenching By Hand In Soil Includes stockpiling excess materials and trimming sides and bottom of trench.	\$219.08			
				Quantity	Unit Price	Factor	=	Total
			Installation	5.50	33.10	x	1.2034	219.08
165	31 23 16 13 0011		CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Hand	\$60.89			
				Quantity	Unit Price	Factor	=	Total
			Installation	5.50	9.20	x	1.2034	60.89
166	31 23 16 13 0014		CY	Compaction of Fill or Subbase for Trenches by Hand	\$68.64			
				Quantity	Unit Price	Factor	=	Total
			Installation	5.50	10.37	x	1.2034	68.64
Subtotal for 31 - Earthwork					\$348.61			

Proposal Total **\$116,906.34**

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

The Percentage of NPP on this Proposal: 26.85%

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

SHIFF-1 OP ID: CDL

DATE (MM/DD/YYYY)

03/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lanza Insurance Agency Inc. 9900 W Sample Road - Ste 300 Coral Springs, FL 33065 Diana Lanza Schott	CONTACT NAME: Diana Lanza Schott
	PHONE (A/C No. Ext): 954-825-0424 FAX (A/C. No): E-MAIL ADDRESS: Diana@Lanzains.com
INSURED Shiff Construction & Development Inc 3201 N Federal Highway #212 Fort Lauderdale, FL 33306	INSURER(S) AFFORDING COVERAGE
	INSURER A: Starr Indemnity & Liability Co
	INSURER B: Progressive Express Ins. Co.
	INSURER C: Torus National Insurance Co
	INSURER D: Travelers Ins Co
	INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR NYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		SLPG-GL02409-01	04/04/2015	04/04/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			06427311-7	05/07/2015	05/07/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			70017L140ALI	10/08/2014	10/08/2015	EACH OCCURRENCE \$ AGGREGATE \$ \$ <input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER
D	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	7075705A	07/24/2014	07/24/2015	<input type="checkbox"/> PER STATUTE <input checked="" 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Carpentry Interior Renovations and commercial build outs
 Certificate holder is listed as an additional insured

APPROVED
 RISK MANAGEMENT
 ON: 06-12-15
 BY: [Signature]

CERTIFICATE HOLDER**CANCELLATION**

POMPANO City of Pompano Beach Building Department Fax @ 954-786-4666 or 786 4168 100 W. Atlantic Blvd. Pompano, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE [Signature]
--	--

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REQUESTED COMMISSION ACTION:

X Consent Ordinance X Resolution Consideration/
 _____ _____ _____ Discussion _____
 Presentation

SHORT TITLE A RESOLUTION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE
CITY'S 2015-2019 CONSOLIDATED PLAN AND 2015-2016 ANNUAL ACTION PLAN
AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE LOCAL
GOVERNMENT CERTIFICATIONS, SPECIFIC CDBG CERTIFICATIONS, OPTION
CERTIFICATION CDBG, SPECIFIC HOME CERTIFICATIONS, HOPWA
CERTIFICATIONS, ESG CERTIFICATIONS, AND APPENDIX TO CERTIFICATIONS;
PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The Consolidated Plan is designed to help states and local jurisdictions to assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the CPD formula block grant programs: **Community Development Block Grant (CDBG) Program, HOME Investment Partnerships (HOME) Program, Emergency Solutions Grant (ESG) Program, and Housing Opportunities for Persons With AIDS (HOPWA) Program.** The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. Grantees report on accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER).



Goal 5.0 – Improve Neighborhoods

- (1) Origin of request for this action: Office of Housing and Urban Improvement
- (2) Primary staff contact: Miriam Carrillo/Mark Korman Ext. 4656/7839
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
OHUI		Approval	<i>[Signature]</i>
Finance	<u>6/17/15</u>	<i>[Signature]</i>	<i>[Signature]</i>
City Attorney	<u>6/16/15</u>	<i>[Signature]</i>	<i>[Signature]</i>
X City Manager	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

ACTION TAKEN BY COMMISSION:

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



City of Pompano Beach
Office of Housing and Urban Improvement

Memorandum No. 15-176

MEMORANDUM

DATE: June 10, 2015
TO: Dennis Beach, City Manager
THROUGH: Gordon Linn, City Attorney
FROM: Miriam Carrillo, Director 
RE: Agenda Item – Consolidated Plan and Action Plan

This resolution approves and authorizes signature of the City's 2015-2019 Consolidated Plan and 2015-2016 Annual Action Plan.

The Consolidated Plan is designed to help states and local jurisdictions to assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the CPD formula block grant programs: **Community Development Block Grant (CDBG) Program, HOME Investment Partnerships (HOME) Program, Emergency Solutions Grant (ESG) Program, and Housing Opportunities for Persons With AIDS (HOPWA) Program.** The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. Grantees report on accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER).

The development of this Consolidated Plan and Action Plan was based, in part, on a survey OHUI sent in English and Spanish to over 200 community groups who provide services to Pompano Beach residents. That survey was also available on the OHUI web site using Survey Monkey. A copy of that survey is attached.

Please place this item on the June 23, 2015 agenda.

Thank you.

Attachments



City Attorney's Communication #2015-998

June 1, 2015

TO: Mark Korman, Program Compliance Manager
FROM: Gordon B. Linn, City Attorney
RE: Resolution –Consolidated Plan and Action Plan

As requested in your e-mail of May 29, 2015, I have prepared and attached the following form of resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPAÑO BEACH, FLORIDA, APPROVING THE CITY'S 2015-2019 CONSOLIDATED PLAN AND 2015-2016 ANNUAL ACTION PLAN AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE LOCAL GOVERNMENT CERTIFICATIONS, SPECIFIC CDBG CERTIFICATIONS, OPTION CERTIFICATION CDBG, SPECIFIC HOME CERTIFICATIONS, HOPWA CERTIFICATIONS, ESG CERTIFICATIONS, AND APPENDIX TO CERTIFICATIONS; PROVIDING AN EFFECTIVE DATE.

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



GORDON B. LINN

GBL/ds
L:cor/comdev/2015-998
Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE CITY'S 2015-2019 CONSOLIDATED PLAN AND 2015-2016 ANNUAL ACTION PLAN AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE LOCAL GOVERNMENT CERTIFICATIONS, SPECIFIC CDBG CERTIFICATIONS, OPTION CERTIFICATION CDBG, SPECIFIC HOME CERTIFICATIONS, HOPWA CERTIFICATIONS, ESG CERTIFICATIONS, AND APPENDIX TO CERTIFICATIONS; 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 approves the City's 2015-2019 Consolidated Plan and the 2015-2016 Annual Action Plan with Certifications, copies of which Plan and Certifications are attached hereto and incorporated by reference as if set forth in full, are hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Certifications indicating the City's approval and acceptance.

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

6/1/15

l:reso/2015-355



2015-2020 Consolidated Plan

June 9, 2015

Office of Housing and Urban Improvement
100 West Atlantic Blvd. Suite 220
Pompano Beach, FL 33060

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Needs Assessment

NA-05 Overview

Needs Assessment Overview

This section of the Consolidated Plan will examine data and draw conclusions as to what the critical housing needs are in The City of Pompano Beach. The common types of housing problems affecting The City of Pompano Beach households and the type of families facing these problems will be identified. Strategies will be developed that can be implemented through Florida's HUD-funded agencies to help alleviate the housing problems and help ensure there is an adequate supply of affordable housing for every segment of the population, including all racial and ethnic groups and special needs populations such as persons with disabilities. Furthermore, the current needs for Non-Housing Community Development needs will be evaluated to determine what categories of CDBG federal funds should be prioritized during the 2015-2020 planning period to meet these needs.

NA-10 Housing Needs Assessment

According to the data provided in this section, the most common housing problems affecting in The City of Pompano Beach households are substandard housing (lack of complete plumbing, kitchen facilities), overcrowding and cost burden. Of The City of Pompano Beach's 41 thousand households; .33% of those units are substandard, lacking complete plumbing or kitchen facilities; .033% are overcrowded; and 24.1% are cost burdened.

NA-15 Disproportionately Greater Need: Housing Problems

In this section of the Needs Assessment a description of the need of any racial or ethnic group that has disproportionately greater need (at least 10% points higher) will be explored. The categories of Area Median Income for 0-30%, 30-50%, 50-80% will be displayed in Tables 9-12. The highest level of disproportionately greater need was White households with one or more housing problems with very low income at 59.3% of the State

in the 0-30% AMI. The Black/African Americans group made up 24.1% and the Hispanic group makes up 15% of the State which met the definition of disproportionately greater need. In the 30-50% group White was 57.2%, Hispanics 19% and Black/African American 21.7%. In the 50-80% group White was 61.6%, Hispanics 22.3% and Black/African American 13.9%.

NA-20 Disproportionately Greater Need: Severe Housing Problems

In this section of the Needs Assessment a description of the types and common severe housing problems faced by racial or ethnic segments of the population and the severity of each housing problem, will be explored. The categories of Area Median Income for 0-30%, 30-50%, 50-80%, 80-100% will be displayed in Tables 13-16. As it relates to disproportionately greater need on Severe Housing Problems, White households once again are the highest level at 53%, Black/African Americans at 31.8% and Hispanics at 13.9% for the 0-30% of AMI. For 30-50% the groups are 61.3% White, 14.8% Hispanic, and 22% Black/African American. For 50-80% the groups are 55% White, 22% Hispanic and 14.8% Black/African American. The 80-100% is not applicable to this Consolidated Plan.

NA-25 Disproportionately Greater Need: Housing Cost Burdens

In this section of the Needs Assessment a description of households that would be considered cost burdened whereby spending greater than 30% of their income on housing costs, will be explored. The categories of Cost Burden of spending between <0-30%, 30-50%, >50% of the household income will be displayed in Table 17. As it relates to disproportionately greater need on Housing Cost Burdens, White households once again are the highest level at 74%, Black/African Americans at 10.6% and Hispanics at 13.4% for the 0-30% of AMI. For 30-50% the groups are 62.8% White, 13.9% Hispanic, and 20.8% Black/African American. For 50-80% the groups are 61.7% White, 23.5% Hispanic and 13.2% Black/African American.

NA-30 Disproportionately Greater Need: Discussion

In this section of the Needs Assessment we will discuss the disproportionately greater need which is displayed in Tables 14-17. Please see NA-25 above for the conclusions and results from Tables 14-17.

NA-35 Public Housing

In this section of the Needs Assessment we provide the data from the City of Pompano Beach's 110 Public Housing Agencies in Table 18-21.

NA-40 Homeless Needs Assessment

In this section of the Needs Assessment we provide information on Chronically homeless individuals and families, families with children, homeless in rural areas, veterans and their families, and unaccompanied youth. in The City of Pompano Beach's total homeless population consists of 4,067 individuals according to the 2014 count.

NA-45 Non-Homeless Special Needs Assessment

In this section of the Needs Assessment we describe the characteristics of in the City of Pompano Beach's special population groups including Farmworkers, Persons with HIV/AIDS and Persons with Disabilities. Due to the lack of specific information on special needs populations at the city level, the discussions regarding population characteristics will refer to Broward County special populations with the assumption that a portion of the special needs population resides within the City of Pompano Beach. Broward County's total Farmworker population is estimated at 1,608. Broward County's total population with disabilities over the age of 16 consists of approximately 143,631 persons.

NA-50 Non-Homeless Community Development Needs

In this section of the Needs Assessment we describe the needs for Public Facilities, Public Improvements, and Public Services of the many communities that make up the City of Pompano Beach.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

This section of the Consolidated Plan will examine the current status of the City of Pompano Beach's housing market to determine what types of common housing problems exist among all segments of the population (single persons, families, persons with special needs, etc.) in order to create strategies that can be implemented through the state's HUD-funded programs. An examination of the available data was undertaken to determine the current status of City of Pompano Beach's housing stock considering incomplete facilities, cost burden and overcrowding.

According to the data provided in this section, the most common housing problems affecting the City of Pompano Beach households are substandard housing (lack of complete plumbing, kitchen facilities), overcrowding and cost burden. Of the City of Pompano Beach's 41 thousand households; .33% of those units are substandard, lacking complete plumbing or kitchen facilities; .033% are overcrowded; and 24.1% are cost burdened

Demographics	Base Year: 2000	Most Recent Year: 2011	% Change
Population	100,205	100,307	0%
Households	43,604	41,641	-5%
Median Income	\$36,073.00	\$39,943.00	11%

Table 1 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2007-2011 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30- 50% HAMFI	>50- 80% HAMFI	>80- 100% HAMFI	>100% HAMFI
Total Households *	8,615	7,435	8,040	4,325	13,225
Small Family Households *	2,270	2,380	2,875	1,580	5,300
Large Family Households *	610	275	535	275	340
Household contains at least one person 62-74 years of age	1,790	1,675	1,360	834	2,705
Household contains at least one person age 75 or older	1,945	1,590	1,590	465	1,800

	0-30% HAMFI	>30- 50% HAMFI	>50- 80% HAMFI	>80- 100% HAMFI	>100% HAMFI
Households with one or more children 6 years old or younger *	1,275	1,069	1,075	545	330
* the highest income category for these family types is >80% HAMFI					

Table 2 - Total Households Table

Data 2007-2011 CHAS
Source:

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	225	85	35	25	370	15	10	30	0	55
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	145	20	75	0	240	60	40	0	15	115
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	230	205	160	160	755	75	55	130	45	305

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 50% of income (and none of the above problems)	3,355	1,380	500	0	5,235	2,160	1,595	1,150	275	5,180
Housing cost burden greater than 30% of income (and none of the above problems)	190	1,400	1,510	270	3,370	355	1,140	1,320	660	3,475
Zero/negative Income (and none of the above problems)	475	0	0	0	475	675	0	0	0	675

Table 3 – Housing Problems Table

Data 2007-2011 CHAS
Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	3,950	1,690	775	190	6,605	2,305	1,705	1,310	335	5,655
Having none of four housing problems	510	1,665	2,535	1,655	6,365	705	2,375	3,420	2,155	8,655

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Household has negative income, but none of the other housing problems	475	0	0	0	475	675	0	0	0	675

Table 4 - Housing Problems 2

Data 2007-2011 CHAS
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,500	1,320	900	3,720	410	665	1,030	2,105
Large Related	345	175	135	655	170	70	85	325
Elderly	1,185	510	480	2,175	1,490	1,470	705	3,665
Other	1,045	1,005	650	2,700	580	600	690	1,870
Total need by income	4,075	3,010	2,165	9,250	2,650	2,805	2,510	7,965

Table 5 - Cost Burden > 30%

Data 2007-2011 CHAS
Source:

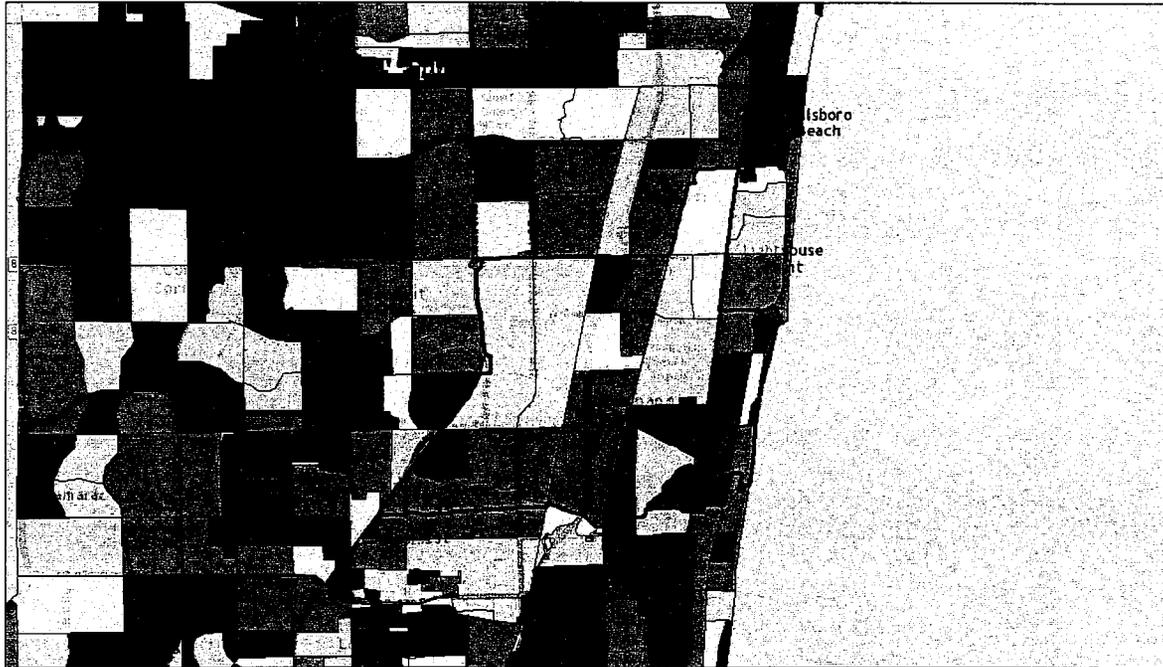
4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,370	555	145	2,070	365	500	480	1,345
Large Related	325	60	0	385	170	70	10	250
Elderly	1,075	295	290	1,660	1,300	610	275	2,185
Other	1,045	575	115	1,735	465	490	375	1,330
Total need by income	3,815	1,485	550	5,850	2,300	1,670	1,140	5,110

Table 6 - Cost Burden > 50%

Data 2007-2011 CHAS
Source:

CPD Maps - ELI - % of ELI Households with Severe Cost Burden



October 28, 2014



1:131,910
0 1 2 4 mi
0 1.75 3.5 7 km
Source: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Swis (Switzerland), Esri Taiwan, Mapbox, © OpenStreetMap contributors, and the GIS User Community

CPD Maps - ELI - % of ELI Households with Severe Cost Burden

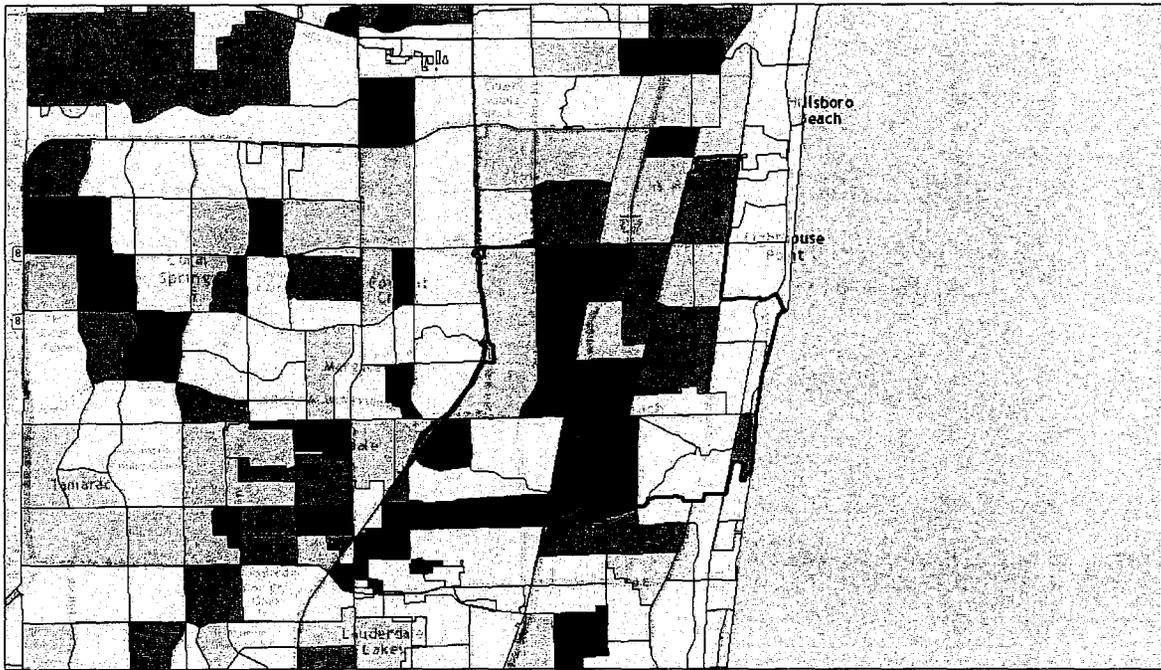
5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	370	209	155	75	809	45	95	100	40	280
Multiple, unrelated family households	25	15	100	20	160	90	0	30	19	139
Other, non-family households	0	0	0	65	65	0	0	0	0	0
Total need by income	395	224	255	160	1,034	135	95	130	59	419

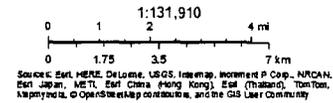
Table 7 - Crowding Information - 1/2

Data 2007-2011 CHAS
Source:

CPD Maps - % of LI Households with overcrowding



October 28, 2014



CPD Maps - % of LI Households with overcrowding

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 8 - Crowding Information - 2/2

Data Source
Comments:

Describe the number and type of single person households in need of housing assistance.

Data for the actual number of Single Person Households and need for housing assistance of Single Person Households is not readily available. The U.S. Census Bureau data from the 2010 Census indicates that the number of Single Person Households in the City of Pompano Beach is 15,490 out of a total number of households of 42,182. Therefore Single Person Households represents approximately 36.7% of the total households.

	Pompano Beach city, Florida
Total:	42,182
1-person household	15,490
2-person household	14,098
3-person household	5,271
4-person household	3,720
5-person household	1,914
6-person household	903
7-or-more-person household	786

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

According to the latest data available, provided by the 2005-2007 ACS PUMS Data, there are approximately 143,631 persons with disabilities in the City of Pompano Beach. Which makes up 28.2% of Florida's total households. The average number of persons residing in households with a member with a disability is one persons or 60.3 percent. Single Family homes are the typical type of housing that households with a member with a disability reside in with 314,165 households. The 2013 Shimberg Center for Housing Studies Special Needs Inventory Report states that there are 25,669 owner-occupied households containing at least one person with a disability with a 30 percent or greater cost burden, and 19,126 renter households containing at least one person with a disability with a 30 percent or greater cost burden.

In 2013, the Women in Distress of Broward County Annual Report reflected that there were more than 6,000 incidents of domestic violence were reported to law enforcement, 11 which resulted in death. An estimated 3,164 adults and children are served each year. Families stayed an average of 60 nights in the shelter. 967 children are served with over 5,000 hours of counseling. The LIFT project helps fund assistance with an annual \$35,000 grant for domestic violence survivors, more than \$138,000 in public benefits including cash assistance, food stamps and relocation assistance. The total revenue received is \$5,933,062 split between Government grants, thrift store in-kind donations, special events, individual, corporate and foundation contributions, investment earnings and other in-kind donations. According to a report from the Florida Coalition Against Domestic Violence, persons with a low socioeconomic status or making \$7,500 or less per year are twice as likely to become victims of sexual assault or exploitation. Although the report does not provide concrete data on the number of sexual assault victims in the City of Pompano or Broward County or

the current status of housing programs to support victims of sexual assault, it does state that affordable housing programs such as public housing and Section 8 assisted housing can be beneficial to protect low socioeconomic status populations by providing clean and safe housing and supportive services to avoid becoming victims of sexual assault. The report also addresses the federal Violence Against Women Act (VAWA) that provides housing protections for domestic violence, dating violence and stalking, but does not provide housing protection for sexual assault. Nationally between 22 and 57% of all homeless women report that domestic violence was the immediate cause of their homelessness. Additionally, 38% of all victims of domestic violence become homeless at some point in their lives.² A victim of domestic violence will often leave an abuser multiple times before finally escaping the violence, therefore, experiencing multiple periods of homelessness.

What are the most common housing problems?

The most common housing problems affecting the city of Pompano Beach households are substandard housing (lack of complete plumbing, kitchen facilities), overcrowding and cost burden. According to the data in the Housing Needs Summary Table above, there are an estimated 425 substandard households. There are 355 households suffering severe overcrowding (1.51 or more persons per room). There are 1,060 households suffering from overcrowding (1.01-1.5 persons per room). There are 6,845 households suffering from a cost burden of 30 percent or greater. Which means the household spends 30 percent or more per month on housing costs. There are 5,180 households suffering from a cost burden of 50 percent or greater. Which means the household spends 50 percent or more per month on housing costs.

Are any populations/household types more affected than others by these problems?

According to the data provided, owner occupied households appear to suffer the most from the common types of housing problems. 5,655 owner-occupied households reportedly suffering from one or more of the common housing problems, 8,655 suffering from four or more. According to the Housing Needs Summary Table, owner-occupied households report higher numbers in all five common housing problems.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

The needs and characteristics of low-income individuals and families with children vary; however, the main underlying issue lies within cost burden analysis. There are a number of ways to address cost burden, including, reduced rent and transitional housing, assistance in short-term rent payment, developing individual financial planning assessment and assisting other support centers.

According to the cost burden data from Tables 5 and 6 above, there are 4,075 renter households and 2,650 owner occupied households with very low incomes (0-30% AMI) with a 30 percent or greater and 3,815 renter households and 2,300 owner occupied households with very low incomes (0-30%) with a 50 percent or greater cost burden. These households are considered at imminent risk of either residing in shelters or becoming unsheltered according to CFR 91.205 (c)/91.305 (c).

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

The State of Florida defines at-risk groups as households containing persons with disabilities and low and very-low income households, also experiencing common housing problems such as a cost burden of 30 percent or greater or 50 percent or greater.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

The most specific housing characteristic that has been linked with instability and an increased risk of homelessness is cost burden. Cost burden affects over 42 percent of the City of Pompano Beach's households. If a household is spending more than 30 percent, and sometimes more than 50 percent, of their monthly income on housing costs, that means that the housing unit is unaffordable and can lead to other problems such as neglecting

other costs that must be sustained in order to live in a safe and decent environment. It also means that any unexpected extra expense such as a medical emergency could result in an inability to meet housing expenses and result in homelessness. HUD's Continuum of Care networks throughout the City of Pompano Beach is experiencing this phenomena first hand with their homeless and at risk of homelessness populations.

Discussion

With the data provided in Tables 1 through 8 above and the narratives in the Housing Needs Assessment Section, it can be concluded that common housing problems such as lack of complete facilities, overcrowding, and cost burden have a profound effect on all households types and income levels. With cost burden affecting 42 percent of all City of Pompano households, and especially at-risk for homelessness groups, it can be concluded that cost burden is the housing problem with the biggest negative impact on affordable housing.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

The tables in this section of the Consolidated Plan describe the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole. Disproportionately greater need exists when the percentage of persons in a category of need who are members of a particular racial or ethnic group is at least 10 percentage points higher than the percentage of persons in a category as a whole. The discussion portion of this section of the Needs Assessment provides data on racial or ethnic groups, by income levels, that have a disproportionate greater need overcoming housing problems.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	5,230	570	925
White	2,755	315	755
Black / African American	1,730	190	135
Asian	45	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	685	65	35

Table 9 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2007-2011 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	5,430	945	0
White	3,225	635	0
Black / African American	1,310	215	0
Asian	40	15	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	815	75	0

Table 10 - Disproportionally Greater Need 30 - 50% AMI

Data 2007-2011 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	5,105	2,860	0
White	2,925	1,890	0
Black / African American	1,110	539	0
Asian	45	10	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	975	405	0

Table 11 - Disproportionally Greater Need 50 - 80% AMI

Data 2007-2011 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,215	2,615	0
White	1,365	1,845	0
Black / African American	495	440	0
Asian	0	70	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	310	230	0

Table 12 - Disproportionally Greater Need 80 - 100% AMI

Data 2007-2011 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

Discussion

In order to determine whether or not there is a disproportionate greater need for households with housing problems in each income level group, it must be determined whether or not a single segment of the racial and ethnic population suffers from a 10 percentage points or more need in a particular category. To calculate the percentage of housing problems experienced by each group, the number of households with a housing problem within the jurisdiction as a whole is divided by the total number of households within a specific group.

For the 0-30 percent area median income category for households experiencing one or more housing problems, white households make up for the highest percentage of households with one or more housing problems with very low income at 59.3 percent of the total jurisdiction as a whole. The black/African American race group makes up for 24.1 percent of the total jurisdiction and Hispanics make up for 15 percent of the total jurisdiction as a whole.

For the 30-50 percent area median income category for households experiencing one or more housing problems, white households make up for the highest percentage of households with one or more housing problems with low income at 57.2 percent of the total jurisdiction as a whole. The African American race group makes up for 21.7 percent of the total jurisdiction and Hispanic race group make up for 19 percent of the total jurisdiction as a whole.

For the 50-80 percent area median income category for households experiencing one or more housing problems, white households make up for the highest percentage of households with one or more housing problems with moderate income at 61.6 percent of the total jurisdiction as a whole. The African American race group makes up for 22.3 percent of the total jurisdiction and Hispanic race group make up for 13.9 percent of the total jurisdiction as a whole.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

In this section of the Needs Assessment, the available data will be examined to determine the types of common housing problems faced by particular racial or ethnic segments of the population and the severity of each housing problem. A disproportionately greater need exists if persons within a racial or ethnic group have 10 percentage points higher in any category than persons in a category as a whole. If a disproportionate greater needs exists, feasible strategies will be developed to help address the particular need to reduce or eliminate the severe housing problems facing that demographic.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,740	1,060	925
White	2,515	555	755
Black / African American	1,510	410	135
Asian	45	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	660	95	35

Table 13 - Severe Housing Problems 0 - 30% AMI

Data Source: 2007-2011 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,375	2,995	0
White	2,070	1,790	0
Black / African American	765	760	0
Asian	40	15	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	500	385	0

Table 14 - Severe Housing Problems 30 - 50% AMI

Data 2007-2011 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,080	5,890	0
White	1,145	3,665	0
Black / African American	300	1,350	0
Asian	15	40	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	590	795	0

Table 15 - Severe Housing Problems 50 - 80% AMI

Data 2007-2011 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	645	4,190	0
White	320	2,890	0
Black / African American	185	760	0
Asian	0	70	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	145	400	0

Table 16 – Severe Housing Problems 80 - 100% AMI

Data 2007-2011 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

In order to determine whether or not there is a disproportionate greater need for households with severe housing problems in each income level group, it must be determined whether or not a single segment of the racial and ethnic population suffers from a 10 percentage points or more need in a particular category, compared to the jurisdiction as a whole. To calculate the percentage of housing problems experienced by each group, the number of households with a housing problem within the jurisdiction as a whole is divided by the total number of households within a specific group. The results shown below identify the percentages of households, by race group, that have a 10 percent or higher disproportionate greater need.

For the 0-30 percent area median income category for households experiencing one or more severe housing problems, white households make up for the highest percentage of households with one or more severe housing problems with very low income at 53 percent of the total jurisdiction as a whole. The black/African American race group makes up for

31.8 percent of the total jurisdiction and Hispanics make up for 13.9 percent of the total jurisdiction as a whole.

For the 30-50 percent area median income category for households experiencing one or more severe housing problems, white households make up for the highest percentage of households with one or more severe housing problems with low income at 61.3 percent of the total jurisdiction as a whole. The African American race group makes up for 22 percent of the total jurisdiction and Hispanic race group make up for 14.8 percent of the total jurisdiction as a whole.

For the 50-80 percent area median income category for households experiencing one or more severe housing problems, white households make up for the highest percentage of households with one or more severe housing problems with moderate income at 55 percent of the total jurisdiction as a whole. The Hispanic race group makes up for 28.3 percent of the total jurisdiction and African American race group make up for 14.4 percent of the total jurisdiction as a whole.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	21,175	9,985	10,445	940
White	15,670	6,280	6,445	755
Black / African American	2,845	2,085	2,460	155
Asian	230	80	85	0
American Indian, Alaska Native	35	0	0	0
Pacific Islander	20	0	0	0
Hispanic	2,265	1,395	1,380	35

Table 17 – Greater Need: Housing Cost Burdens AMI

Data 2007-2011 CHAS
Source:

Discussion:

In order to determine whether or not there is a disproportionate greater need for households with housing cost burden in each income level group, it must be determined whether or not a single segment of the racial and ethnic population suffers from a 10 percentage points or more need in a particular category, compared to the jurisdiction as a whole. To calculate the percentage of housing problems experienced by each group, the number of households with a housing problem within the jurisdiction as a whole is divided by the total number of households within a specific group. The results shown below identify the percentages of households, by race group, that have a 10 percent or higher disproportionate greater need.

For the 0-30 percent area median income category for households experiencing housing cost burden, white households make up for the highest percentage of households with housing cost burden with very low income at 74 percent of the total jurisdiction as a whole.

The African American race group make up for 13.4 percent of the total jurisdiction and the Hispanics race group make up for 10.6 percent of the total jurisdiction as a whole.

For the 30-50 percent area median income category for households experiencing cost burden, white households make up for the highest percentage of households with cost burden with low income at 62.8 percent of the total jurisdiction as a whole. The African American race group makes up for 20.8 percent of the total jurisdiction and Hispanic race group make up for 13.9 percent of the total jurisdiction as a whole.

For the 50 percent or more area median income category for households experiencing cost burden, white households make up for the highest percentage of households suffering a cost burden with moderate income at 61.7 percent of the total jurisdiction as a whole. The African American race group makes up for 23.5 percent of the total jurisdiction and Hispanic race group make up for 13.2 percent of the total jurisdiction as a whole.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

According to 24 CFR 91.305, a disproportionately greater need exists when the percentage of persons in a category of need who are members of a particular racial or ethnic group is at least ten percentage points higher than the percentage of persons in the category as a whole.

According to the data provided in Tables 14-17 above, the white race group had the highest disproportionate greater need across all income levels and types of housing problems. Persons in the black/African American race group and Hispanic race group also showed disproportionate greater need across all income levels and housing problems, with the exception of the black/African American race group for the 0-30 area median income level for cost burden.

If they have needs not identified above, what are those needs?

This section can be addressed when the public comment period ends and survey results have been reviewed.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

The data and analysis in this section is based on statewide information. The HUD-funded agencies preparing this Consolidated Plan do not have readily available neighborhood information. This information is applicable to communities that receive funding directly from HUD.

NA-35 Public Housing – 91.205(b)

Introduction

The programs provided by Public Housing Authorities depend upon funding availability and need. There are two general types of programs, as categorized by HUD: Public Housing Programs and Section 8 Programs. According to the data below 871 vouchers are in use for Section 8 housing. Project based Section 8 housing voucher programs are government-based programs that provide rental housing to low-income households in privately owned and managed rental units. The subsidy stays with the building; when you move out, you no longer benefit from the rental assistance. Tenant based Section 8 housing voucher programs provide an increase in affordable housing choice for very-low income families. Families with tenant based Section 8 housing vouchers choose and lease safe, decent, and affordable privately owned rental housing. Families apply for the tenant based vouchers through their local PHA and when a family comes to the top of the PHAs housing choice voucher waiting list, the PHA issues a voucher to the family who then chooses where they want to live. The PHA pays the owner of the privately owned rental housing development the difference between 30 percent of adjusted family income and a PHA determined payment standard.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	0	871	0	871	0	0	0

Table 18 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher	
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	0	15,177	0	15,177	0	0
Average length of stay	0	0	0	7	0	7	0	0
Average Household size	0	0	0	3	0	3	0	0
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	0	92	0	92	0	0
# of Disabled Families	0	0	0	145	0	145	0	0
# of Families requesting accessibility features	0	0	0	871	0	871	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 19 - Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Race	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	0	72	0	72	0	0	0
Black/African American	0	0	0	798	0	798	0	0	0
Asian	0	0	0	0	0	0	0	0	0
American Indian/Alaska Native	0	0	0	1	0	1	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 20 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Ethnicity	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	0	45	0	45	0	0	0
Not Hispanic	0	0	0	826	0	826	0	0	0

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 21 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

**How do these needs compare to the housing needs of the population at large
Discussion:**

According to Table 20 above, there are no formerly homeless people currently residing in public housing in the city of Pompano Beach.

According to Table 20 above, there are 92 elderly participants (>62) that are currently benefitting from Section 8 housing voucher programs (project-based or tenant-based) in the City of Pompano Beach. According to Table 2 of the Needs Assessment section, there are currently 7,000 households containing a person ages 62 or older with a total household income of 50 percent area median income (AMI) in Florida.

According to Table 20 above, there are 145 disabled families or families requesting benefitting from Section 8 housing voucher programs (project-based or tenant-based) in the City of Pompano Beach.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

Homelessness in the City of Pompano includes: individuals, families, people who struggle with substance abuse and mental illness, youth who have aged out of foster care, runaway youth — anyone, by state law, who lacks a fixed, regular and adequate nighttime residence, or whose primary residence is:

- Sharing the housing of another person due to loss of housing, economic hardship, or a similar reason;
- Living in a motel, hotel, travel trailer park, or campground due to lack of alternative, adequate accommodations;
- Living in an emergency or transitional shelter;
- A primary nighttime residence that is a public or private place not designed for or ordinarily used for human beings;
- Living in a car, park, public place, abandoned building, bus or train station, or similar setting;
- A migratory individual who qualifies as homeless because he or she is living in circumstances described above

Based on the Department of Housing and Urban Development's definition, a person is considered homeless if they are living on the street, or are living in an emergency shelter or transitional housing. According to those point-in-time counts reported in Broward county Homeless Initiative Partnership Administration's continuum of care plan, the total number of homeless persons dropped by 2.9 percent from 2,810 to 2,766. While unsheltered person increased by 6.2 percent from 829 to 879.

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Chronically homeless individuals and families

According to Part 1 - Point in Time Estimates of Homelessness, 2014 Annual Homelessness Assessment (AHAR) to Congress, there were approximately 977 chronically homeless individuals in the City of Pompano Beach between 2013 and 2014.

Families with children

According to Part 1 - Point in Time Estimates of Homelessness, 2014 Annual Homelessness Assessment (AHAR) to Congress, there were approximately 2,193 homeless families with children in the City of Pompano Beach between 2013 and 2014.

Veterans and their families

According to Part 1 - Point in Time Estimates of Homelessness, there were 228 homeless veterans reported in the 2014 point in time counts.

Unaccompanied youth

Data was not available at the time of reporting for unaccompanied youth

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	742	428
Black or African American	1,072	397
Asian	7	1
American Indian or Alaska Native	12	14
Pacific Islander	10	0
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic	1,711	804
Not Hispanic	176	75

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

There is an estimated 738 families with children currently homeless in the City of Pompano Beach. There is an estimated 229 homeless veterans in Florida. There is no data available that estimates the number of homeless families with veterans in Florida. Both of these types of homeless families are in need of and are eligible for housing assistance when and if available in their communities. The need for education of programs available to these families, as well as job access and training, and supportive housing services are factors in families not currently receiving the assistance that is available. The most common issue for these homeless families is the lack of funding available in the communities reporting the highest numbers.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

According to the 2014 Point-in-Time Survey for Florida, African American persons make up the highest number of homeless in the City of Pompano Beach with an estimated 1,469 followed by Whites with 1,170. Asians have the least number of homeless in the City of Pompano Beach with an estimated 8 persons. According to the 2014 Point in Time Estimates of Homelessness, 251 homeless persons out of 2766 responding to the survey indicated that they were either Hispanic or Latino.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

The category with the highest total number of homeless is Persons in Households with Only Adults with an estimated 26,990 households. There are currently 12,044 unsheltered households in this category and 14,946 sheltered households in the category. The category with the lowest total number of homeless is Persons with HIV with a reported 246 unsheltered persons and 373 sheltered persons in this category. There are several factors that contribute to homelessness for these types of households including foreclosure, lack of access to affordable housing, lack of access to jobs and job training, and lack of housing assistance program funding in particular communities.

Discussion:

As mentioned in the introduction to NA-40 Homeless Needs Assessment section of the Needs Assessment, there were 1,270 unsheltered individuals and 4 unaccompanied children and youth on a single night in January 2014. In 2014, it was reported that there were a total of 4,067 homeless individuals in the City of Pompano Beach. Based on these statistics, it can be assumed that roughly 2,801 homeless individuals are sheltered on any given night and who currently experience homelessness. Up to date information is not available for persons who lose their housing due to foreclosure, eviction, or other circumstances and enter the homeless population. In addition, in some cases people who lose their homes are able to stay with relatives or friends, which make it difficult for State agencies and local continuum of care agencies to obtain accurate information about persons entering and exiting homelessness each year.

Regarding the nature and extent of homelessness by racial and ethnic groups, the 2014 Broward County Homeless Initiative Partnership Point-in-Time survey, states that there were approximately 1,170 white homeless individuals, 1,469 black/African American homeless individuals, 26 American Indian/Alaskan homeless individuals, 8 Asian homeless individuals, and 10 Hawaiian/Pacific Islander homeless individuals. These statistics show that white and black/African American homeless individuals represent a higher population than any of the other races with 43.6 percent and 54.7 percent respectively.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

The University of Florida's Shimberg Center for housing studies provides data for special needs populations such as farmworkers, elderly and frail, persons with HIV/AIDS and persons with disabilities. This section addresses the characteristics of each of the four identified non-homeless special needs populations.

Describe the characteristics of special needs populations in your community:

Farmworkers

According to the latest county data available from the Shimberg Center for Housing Studies Special Needs Housing Data Report in 2013, there were an estimated 1,068 migrant farmworker households in Broward County. The Shimberg Center for Housing Studies does not provide data specifically for cities, so for the purpose of this analysis, we used Broward County data with the assumption that a part of the farmworker population resides in Pompano Beach. Six hundred eighty (680) of the total farmworker households are unaccompanied, which means traveling without family members or as individuals, and 688 are accompanied, which means traveling with their families including children.

Elderly and frail

According to the latest American Community Survey (ACS) data in 2013, there are approximately 4,010 elderly and frail residents in Pompano Beach.

Persons with HIV/AIDS

According to the Florida Department of Health 2013 Annual HIV/AIDS Surveillance Report, there are approximately 17,290 persons living with HIV/AIDS in Broward County, equating to 1.2 percent of Broward County's total population. Eighty-one (81) percent of persons

with HIV were male and 19 percent of persons with HIV were female. Seventy-one percent of persons with AIDS were male and 29 percent of persons with AIDS were female.

Persons with Disabilities

Persons with Disabilities means a person who is determined, pursuant to HUD regulations, to have a physical, mental or emotional impairment that:

- Is expected to be of long-continued and indefinite duration;
- Substantially impedes his or her ability to live independently; and
- Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- Has a developmental disability as defined in 42 U.S.C. 6001.

There are 143,631 persons with disabilities over the age of 16 in Broward County 65,680 of those households have a 30% of greater cost burden. Of the total 143,631 households that contain at least one person with a disability, 99,150 are homeowners and 44,81 are renters.

What are the housing and supportive service needs of these populations and how are these needs determined?

Farmworkers

Some examples of housing and supportive services for farmworker populations are:

- Rental Assistance
- Utility Allowances
- Housing Placement Services

These needs are determined by the income level of the accompanied or unaccompanied farmworker's household income and availability of housing in the area where work is being completed.

Elderly and frail

Some examples of housing and supportive services for elderly and frail populations are:

- In-home healthcare or aide
- Housing Financial Assistance (Rent or Mortgage Payment)
- Nutrition Assistance
- Transportation Services

These needs are determined by the income level of the elderly and frail person's household income and availability of funding sources in their area.

Persons with HIV/AIDS

Some examples of housing and supportive services for persons with HIV/AIDS populations are:

- Housing Financial Assistance (Rent or Mortgage Payment)
- Utility Allowances
- Healthcare services

These needs are determined by the income level of the person with HIV/AIDS household income and availability of funding sources in their area. Broward County Ryan White Grant Program that provides these types of services to persons with HIV/AIDS living in Pompano Beach.

Persons with Disabilities

Some examples of housing and supportive services for persons with disabilities populations are:

- Housing Modifications or Accommodations
- In-home healthcare or aide

These needs are determined by the income level of the person with disabilities household income and availability of funding sources in their area.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

According to the Florida Department of Health (DOH) 2013 Annual HIV/AIDS Surveillance Report, there are approximately 17,290 persons living with HIV/AIDS in Broward County, equating to 1.2 percent of Broward County's total population. Eighty-one (81) percent of persons with HIV were male and 19 percent of persons with HIV were female. Seventy-one percent of persons with AIDS were male and 29 percent of persons with AIDS were female. According the DOH HIV/AIDS Monthly Surveillance Report in January 2014, Broward County ranked #2 in the Florida for the highest number of new cases of HIV/AIDS being diagnosed. There were approximately 17,632 persons living with HIV/AIDS in Broward County as of January 31, 2014; an increase of 342 cases from 2013. The age range of 40 through 59 accounts for 64 percent of HIV/AIDS cases in Broward County.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

According to the public input received prior to the determination of the goals and objectives set forth in the Strategic Plan portion of this Consolidated Plan, the need for public facilities improvements ranked third, behind public improvements, to receive CDBG funding between 2015-2020. More specifically, 80 percent of the Consolidated Plan survey responses identified a high need for educational facilities and facilities for abused or neglected children within Pompano Beach. Other suggestions for public facilities improvements include, senior centers, homeless facilities, healthcare centers, youth centers, and centers for persons with disabilities.

How were these needs determined?

In order to determine the need for Public Facilities in funding cycles between FY 2015 and FY 2020, all comments received during the citizen participation process were reviewed, as well as responses to the Consolidated Plan surveys that were received. A new ranking system was developed based on the information evaluated. The amount of funding allocated to each of these categories in the single year Action Plans, will be determined using these same evaluation methods.

Describe the jurisdiction's need for Public Improvements:

According to the public input received prior to the determination of the goals and objectives set forth in the Strategic Plan portion of this Consolidated Plan, the need for public improvements ranked second, behind public services, to receive CDBG funding between 2015-2020. More specifically, 80 percent of the Consolidated Plan survey responses identified a high need for neighborhood signage, landscaping, and clean up of contaminated sites improvements within Pompano Beach. Other suggestions for public improvements include, water and sewer improvements, storm water drainage improvements, and new or renovated playgrounds.

How were these needs determined?

In order to determine the need for Public Improvements in funding cycles between FY 2015 and FY 2020, all comments received during the citizen participation process were reviewed, as well as responses to the Consolidated Plan surveys that were received. A new ranking system was developed based on the information evaluated. The amount of funding allocated to each of these categories in the single year Action Plans, will be determined using these same evaluation methods.

Describe the jurisdiction's need for Public Services:

According to the public input received prior to the determination of the goals and objectives set forth in the Strategic Plan portion of this Consolidated Plan, the need for public services ranked first to receive CDBG funding between 2015-2020. More specifically, 80 percent of the Consolidated Plan survey responses identified a high need for youth services, mental health services, employment training services, and neighborhood cleanup services within Pompano Beach. Other suggestions for public services include, crime awareness, health services, housing counseling, and food banks.

How were these needs determined?

In order to determine the need for Public Services in funding cycles between FY 2015 and FY 2020, all comments received during the citizen participation process were reviewed, as well as responses received from the Consolidated Plan surveys. A new ranking system was developed based on the information evaluated. The amount of funding allocated to each of these categories in the single year Action Plans, will be determined using these same evaluation methods.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The purpose of this section of the Consolidated Plan is to describe the current state of the City of Pompano Beach's housing market by providing current quantitative data to determine the number and condition of the current housing stock and draw conclusions on how to allocate federal funding appropriately to meet the need for affordable housing in the future. First, the status of the housing market will be determined by examining the amount of existing housing units, housing costs and conditions of the general and public and assisted housing stock for all segments of the population including homeless persons and families, and persons with special needs. Next, quantitative data will be compared with the current need for affordable housing. Lastly, conclusions derived from the data and analysis will be used to establish strategies to meet affordable housing needs in Pompano Beach.

MA-10 Number of Housing Units

In this section of the Market Analysis, an examination of the types of housing units that make up Pompano Beach's housing stock is being completed to determine whether or not there is a sufficient supply of specific types of housing units to meet the needs of all segments of the population.

MA-15 Cost of Housing

In this section of the Market Analysis, housing cost data is being examined to determine affordability of Pompano Beach's current housing stock. Home values and market rents are being compared to income levels and standard affordability models in order to provide information on how the current cost of housing is affecting the housing market throughout the city.

MA-20 Condition of Housing

In this section of the Market Analysis, housing condition data is being examined to determine the need for rehabilitation strategies or demolition/reconstruction strategies in order to eliminate substandard housing and provide clean, safe and decent housing to Pompano Beach residents.

MA-25 Public and Assisted Housing

In this section of the Market Analysis, the current condition and availability of public and assisted housing stock is being examined to determine the strategies that need to be undertaken by Public Housing Authorities and grantee agencies to provide affordable housing opportunities to residents with low and very low household incomes in need of assistance.

MA-30 Homeless Facilities

In this section of the Market Analysis, the types of homeless facilities and services, including emergency shelters and long term programs, available to Pompano Beach's homeless population are being examined to determine whether or not the current availability is sufficient to meet the needs gathered within the Needs Assessment of the Consolidated Plan.

MA-35 Special Needs Facilities and Services

In this section of the Market Analysis, the type and availability of facilities and services available to the non-homeless special needs population in Pompano Beach, including elderly and frail, farmworkers and persons with disabilities, are being examined to determine whether or not the current supply and existence of supportive programs will suffice the housing needs of these special needs persons and their families.

MA-40 Barriers to Affordable Housing

In this section of the Market Analysis, information on barriers to affordable housing from the *Pompano Beach 2015 Analysis of Impediments to Fair Housing Choice Plan* will be

summarized along with the efforts to be undertaken by the City and its affordable housing provider partners to overcome perceived impediments.

MA-45 Non-Housing Community Development Assets

In this section of the Market Analysis, current economic and community development impacts are being examined in order to determine how current economic trends and community development projects have affected the job market and workforce. These trends will allow Pompano Beach to determine the overall effectiveness of past economic and community development strategies, and develop new strategies to continue progress and strengthen employment capabilities.

MA-50 Needs and Market Analysis Discussion

In this section of the Market Analysis, we will identify any neighborhoods or areas within Pompano Beach that experience multiple housing problems and are concentrated based on income level or minority. This section will also identify any community development assets in these areas, and strategies to overcome the housing problems and eliminate the concentration.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

This section of the Market Analysis discusses the latest housing data, gathered from a wide range of resources, illustrating the number and types of housing units available to meet the current housing needs of people living in Pompano Beach. The narratives in the section describe the target population and income levels of federally funded programs and the types of housing units needed to achieve an adequate housing supply for all types of families and individuals.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	16,440	29%
1-unit, attached structure	2,176	4%
2-4 units	5,262	9%
5-19 units	7,944	14%
20 or more units	23,999	42%
Mobile Home, boat, RV, van, etc	1,414	2%
Total	57,235	100%

Table 22 – Residential Properties by Unit Number

Data Source: 2007-2011 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	98	0%	987	6%
1 bedroom	2,657	11%	5,138	31%
2 bedrooms	12,077	48%	7,527	46%
3 or more bedrooms	10,292	41%	2,865	17%
Total	25,124	100%	16,517	100%

Table 23 – Unit Size by Tenure

Data Source: 2007-2011 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

All HUD funded programs, including Community Development Block Grant (CDBG), and Home Investment Partnership (HOME) target moderate, low and very low-income families

and individuals (including families with children, elderly, and persons with disabilities) that have household incomes equal to or less than 80% of the Area Median Income (AMI).

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

According to the Shimberg Center for Housing Studies 2012 Lost Inventory Report for Pompano Beach, there have been 12 Section 8 rental assisted units lost between 2009 and 2012 due to expiration of Section 8 contracts. No other properties were expected to be lost due to expiration of Section 8 contracts or other reasons.

The Pompano Beach Housing Authority should be able give us better information about this, but no one has returned our staff's phone calls or e-mail regarding an inquiry.

Does the availability of housing meet the needs of the population?

Cannot be completed until a response is received from the Housing Authority and the above assessment is completed and verified.

Describe the need for specific types of housing:

According to the Needs Assessment section of this Consolidated Plan, there is a need for homeowner rehabilitation due to an aging substandard housing stock. Rehabilitation needs include interior improvements of kitchen, electrical and plumbing facilities, exterior improvements of roofing, painting, and entryways, and emergency repair for households suffering from unsafe or unsanitary conditions.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction:

In this section of the Market Analysis, the City of Pompano Beach's current housing market prices, rental and ownership, with median income data will be compared in order to determine if there is sufficient affordable housing for all family types and income levels. Data provided by HUD will be utilized along with comparative data from other sources to describe the current status of housing costs, determine the need for affordable housing options, and draw conclusions on how federal funding programs can be used appropriately to meet those needs.

Cost of Housing

	Base Year: 2000	Most Recent Year: 2011	% Change
Median Home Value	94,700	193,300	104%
Median Contract Rent	630	930	48%

Table 24 - Cost of Housing

Data Source: 2000 Census (Base Year), 2007-2011 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	1,733	10.5%
\$500-999	8,356	50.6%
\$1,000-1,499	4,447	26.9%
\$1,500-1,999	1,106	6.7%
\$2,000 or more	875	5.3%
Total	16,517	100.0%

Table 25 - Rent Paid

Data Source: 2007-2011 ACS

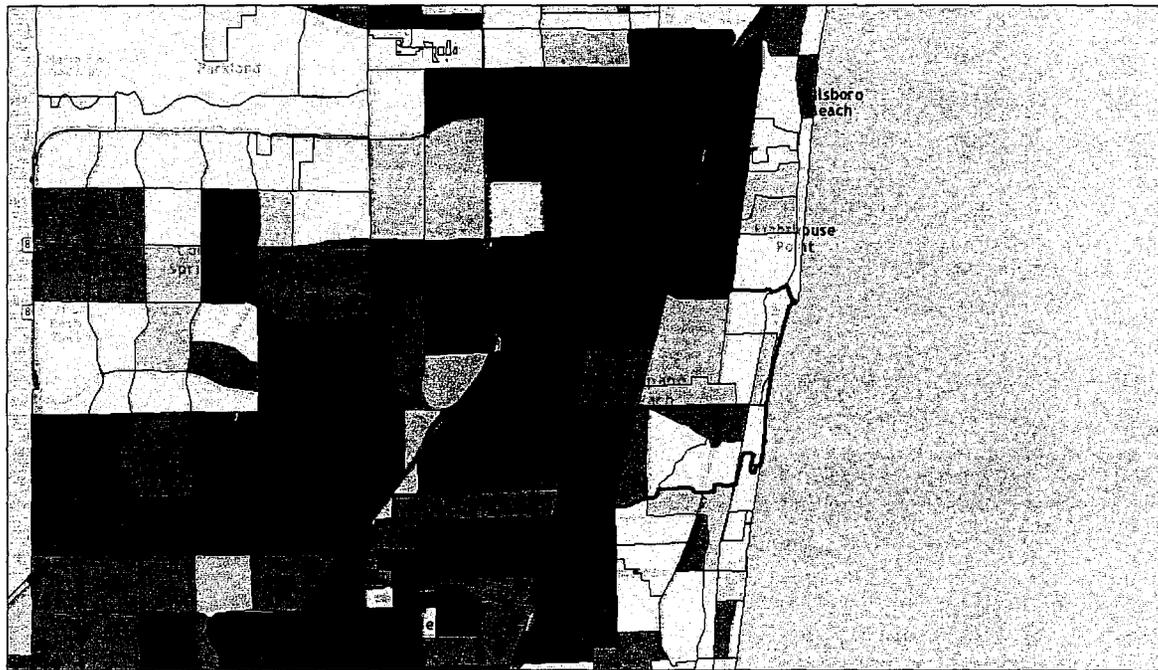
Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	755	No Data
50% HAMFI	2,935	3,105
80% HAMFI	11,234	7,880
100% HAMFI	No Data	11,810
Total	14,924	22,795

Table 26 - Housing Affordability

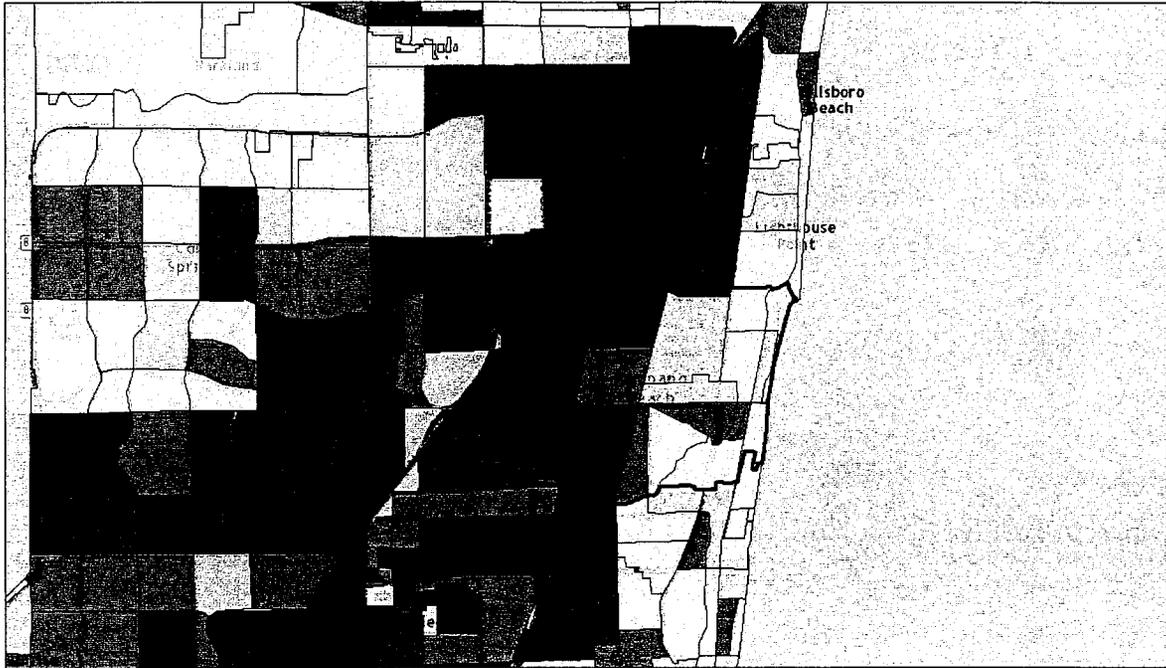
Data 2007-2011 CHAS
Source:

% Owner units affordable to 100% HAMFI - Consolidated Plan and Continuum of Care Planning Tool



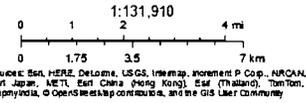
Housing Cost Burden HAMFI - Consolidated Plan and Continuum of Care Planning Tool

% Owner units affordable to 100% HAMFI - Consolidated Plan and Continuum of Care Planning Tool



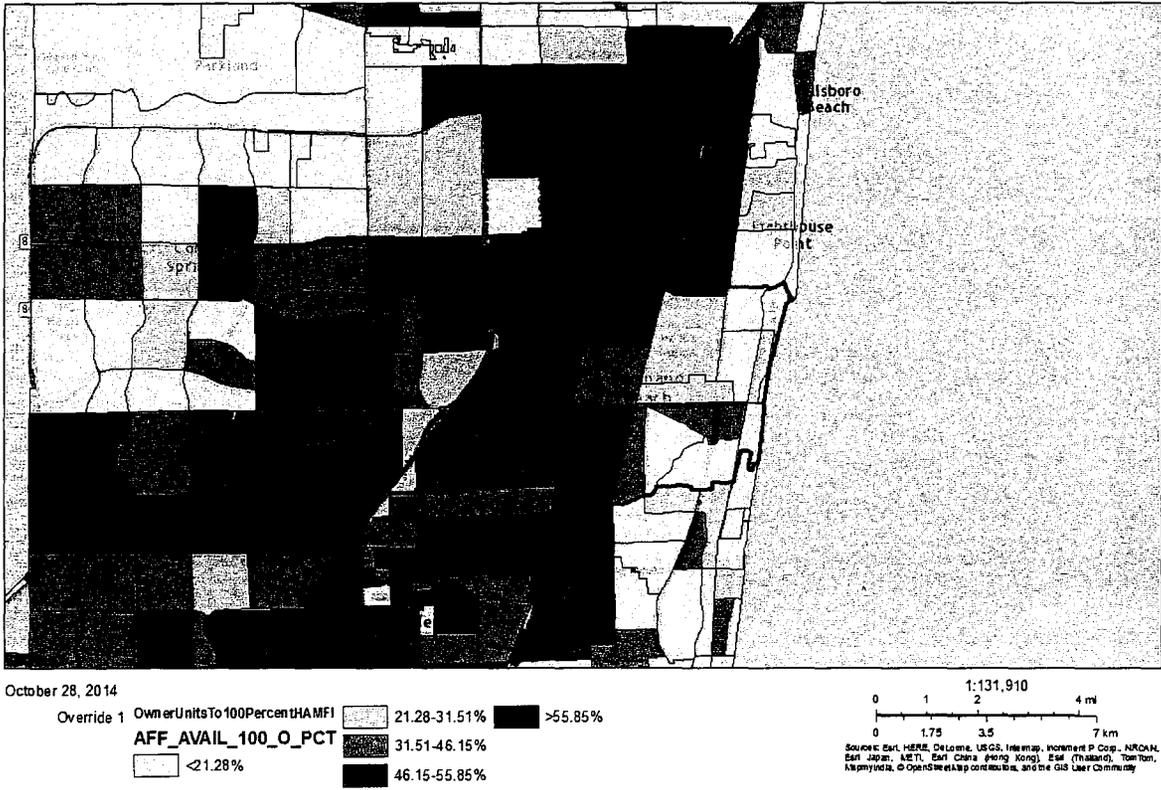
October 28, 2014

Override 1	OwnerUnitsTo100PercentHAMFI	21.28-31.51%	>55.85%
	AFF_AVAIL_100_O_PCT	31.51-46.15%	46.15-55.85%
		<2.28%	



% Owner units affordable to 80% HAMFI - Consolidated Plan and Continuum of Care Planning Tool

% Owner units affordable to 100% HAMFI - Consolidated Plan and Continuum of Care Planning Tool



% Owner units affordable to 100% HAMFI - Consolidated Plan and Continuum of Care Planning Tool

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	748	973	1,236	1,763	2,189
High HOME Rent	792	884	1,063	1,219	1,340
Low HOME Rent	649	695	834	964	1,074

Table 27 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

According to the University of Florida Shimberg Center for Housing Studies 2015 housing demographics data, 26,215 households in Pompano have a household income of less than 80% Area Median Income out of the 44,874 total households within the city. The same study completed in 2013 reported that 22,837 households in Florida suffered from a cost burden of 30 percent or more. 13,878 of those households suffered from a cost burden of 50 percent or more. That means that 21 percent of households suffered from a cost burden of 30 percent or more and 30 percent of households suffered from a cost burden of 50 percent or more. 11,704 owner occupied homes suffered a cost burden of 30 percent or more and 11,412 renter-occupied households suffered a cost burden of 30 percent or more.

With almost half of the City of Pompano Beach suffering from a cost burden of 30 percent or more, it is clear that there is not sufficient affordable housing for all income levels.

How is affordability of housing likely to change considering changes to home values and/or rents?

In 2014, according to the Shimberg Center for Housing Studies, the median sales price for a home in the City of Pompano Beach is \$156,000 and the median gross rent is \$990 per month (family of 4). This can be compared to the median sales price for a home in the City of Pompano Beach of \$100,000 in 2010. The median household income in the City of Pompano Beach in 2014, according to HUD was \$39,656. With the increases in home sales prices and median gross rents and a decrease in household incomes between 2010 and 2014, there is likely to be a negative impact on affordable housing.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

In a side by side comparison, HOME rents/Fair Market rents and area median rents are not very different for a family of four. The average Fair Market rent for 2014 in counties considered metropolitan statistical areas is about \$1,150 for a three bedroom home and the median rent for a three bedroom home in 2014 is about \$1,200 per month. However, if

comparing the current monthly rental payments with the median income of \$56,100, a family of four must have a monthly gross income of over \$4,000 per month in order to not incur a cost burden of 30 percent or more.

This current trend means that other factors such as family households versus single person households, employment rates, and available affordable housing stock in counties must be taken into account to calculate a sufficient number of affordable housing units to produce or preserve during this Consolidated Plan period.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

In this section of the Consolidated Plan, will examine the current condition of the City of Pompano Beach's housing units and based on the conclusions, implementation strategies will be development to help increase the current housing stock to promote affordable housing opportunities with federal funding available between 2015 and 2020. First, data provided by HUD will be utilized with comparative data from other sources, to describe the current condition of the City's housing inventory. Next, based on any deficiencies that are identified, strategies to address these housing deficiencies will be developed that can be implemented by the HUD-funded programs help eliminate substandard conditions and provide safe and affordable housing units for the residents of the City of Pompano Beach.

Definitions

The definition of substandard condition that will be used in this Consolidated Plan is any housing unit with the lack of complete plumbing and/or lack of complete kitchen and/or no fuel and/or over the age of 50. Furthermore, the State of Florida defines substandard condition but suitable for rehabilitation as units that lack complete plumbing and/or lack a complete kitchen and/or no fuel and/or over the age of 50, but only containing two or less of the listed housing problems and located in an area of a community considered affordable and with full access to the public services necessary to create a safe and accessible living environment.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	10,686	43%	9,395	57%
With two selected Conditions	311	1%	827	5%
With three selected Conditions	0	0%	161	1%
With four selected Conditions	0	0%	0	0%
No selected Conditions	14,127	56%	6,134	37%
Total	25,124	100%	16,517	100%

Table 28 - Condition of Units

Data Source: 2007-2011 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	1,046	4%	1,904	12%
1980-1999	4,595	18%	3,717	23%
1950-1979	19,107	76%	10,525	64%
Before 1950	376	2%	371	2%
Total	25,124	100%	16,517	101%

Table 29 - Year Unit Built

Data 2007-2011 CHAS
Source:

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	19,483	78%	10,896	66%
Housing Units build before 1980 with children present	399	2%	1,160	7%

Table 30 - Risk of Lead-Based Paint

Data 2007-2011 ACS (Total Units) 2007-2011 CHAS (Units with Children present)
Source:

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units			
Abandoned Vacant Units			
REO Properties			
Abandoned REO Properties			

Table 31 - Vacant Units

Citywide data for vacant housing units and REO (Real estate owned) properties suitable for rehabilitation and not suitable for rehabilitation are not available.

Need for Owner and Rental Rehabilitation

According to the data provided by HUD, 10,686 owner occupied housing units in the City of Pompano Beach reported having at least one housing condition and 9,395 rental housing

units reported having at least one housing condition. Housing conditions can be lack of complete plumbing and/or lack of complete kitchen and/or no fuel and/or over the age of 50. Because these housing units only reported one housing condition, they are considered suitable for rehabilitation according to the City's definition of "substandard housing condition, but suitable for rehabilitation." This makes for a total of 20,081 housing units in need of rehabilitation throughout in the City of Pompano Beach. Each of these housing units would be inspected and determined feasible for rehabilitation on a case by case basis. Other factors, such as extent of condition, funding available within the community, and local land use regulations would be taken into consideration to determine if rehabilitation is the best strategy to eliminate the housing problem or condition.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

According to the data provided by HUD, 19,483 owner occupied housing units and 371 renter occupied housing units were built prior to 1980. Any house built prior to 1980 is at risk for containing lead based paint. Of the total owner occupied housing units built before 1980, only 2 percent of housing units had children present. Of the total number of rental housing units built before 1980, 7 percent had children present as detailed in Table 9. The risk of a lead based paint hazard occurring increases when a child is present because children can ingest the lead components if the paint chips flakes easier than an adult. Programs such as HOME and CDBG require lead based paint testing for all housing units, built prior to January 1, 1978 as established by 24 CFR 35.115, to determine whether or not rehabilitation is feasible. No federal funds will be allocated toward rehabilitation of a housing unit until lead based paint testing is completed and results are concluded.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction:

No response has been received from the Pompano Beach Housing Authority regarding this information.

Totals Number of Units

	Certificate	Mod-Rehab	Public Housing	Program Type					
				Total	Project - based	Tenant - based	Vouchers		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available			0	1,096			0	0	0
# of accessible units									

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 32 - Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan.

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 33 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

In order to determine the need for public housing units in the City of Pompano Beach, an evaluation of the following key indicators was conducted.

Affordability

Affordability indicates the impact of rent burden (rent comprising more than 30% of monthly income) or severe rent burden (rent comprising more than 50% of monthly income).

Supply

Supply indicates the impact of the shortage of units available for occupancy.

Quality

Quality indicates the prevalence of units in substandard physical condition.

Accessibility

Accessibility indicates the availability of units that are accessible for persons with mobility impairments.

Size

Size takes into account any mismatch between the units available and family sizes.

Location

Location indicates the extent to which the supply of units available limits housing choices for families to particular locations, notably areas of poverty and minority population concentration.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

In this section of the Market Analysis, we will examine quantitative data provided by a variety of local resources, to document the number of current homeless facilities and services available in Pompano Beach to determine whether or not there is a sufficient supply of homeless facilities and services available to meet the needs of homeless families and individuals in the City of Pompano Beach.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	220		509	754	
Households with Only Adults	555	35	701	319	
Chronically Homeless Households				506	
Veterans	88		88	314	
Unaccompanied Youth	64		32		

Table 34 - Facilities and Housing Targeted to Homeless Households

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons.

Low or no cost public health and social services available to the public are provided through a number of programs including healthcare through mental health treatment and counseling through the Substance Abuse and Mental Health (SAMH). The HUD-funded programs also fund projects to assist the homeless, support economic development projects requiring employment for low- to moderate income works (including a requirement for job training for these jobs when needed), as well as transitional housing and supportive services providing specialized programs for homeless persons experiencing mental health and substance abuse problems.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Emergency Shelters –Temporary residences for the homeless, which seek to protect the homeless or the more vulnerable populations from the effects of homelessness, including protection extreme weather conditions. These facilities are on a first come, first served basis.

Job Training and Placement Programs – Employment training and placement is provided through different programs to assist homeless persons in finding permanent and temporary paid employment.

Transitional Housing Programs – Assistance in helping homeless individuals and families to save money for their permanent housing while working to increase and stabilize their income and build their independent living skills. Many programs are designed to specifically target certain populations like families, chronically homeless, veterans, and youth.

Rapid Re-housing- Programs focus on housing relocation and assist families to become housed permanently as quickly as possible and to provide supportive services to ensure the family is stabilized.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

In this section of the Market Analysis, we will examine quantitative data provided by a variety of sources, local and statewide, to document the number of Special Needs Facilities and Services available in Pompano Beach to determine whether or not there is a sufficient supply of Special Needs Facilities and Services available to meet the needs of special needs families and individuals in the Pompano Beach.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs.

Individuals and families with disabilities (i.e., mental, physical, developmental), persons with alcohol or other drug addictions, and persons with HIV/AIDS and their families receive supportive housing needs which include on-site case management and referral, links to and follow-up condition specific services, independent living skills, community activities that engage the participants in the community and prevent isolation, and transportation assistance to facilitate supportive service appointments. For the elderly, the services described are needed in addition to a higher degree of supervised independent living support, the provision of one or more meals per day, and safety devices such as grab bars in showers and tubs, along with electronic life safety intercoms to call for help.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Certain transitional housing programs, provided by non-profit homeless service providers, are designed specifically for persons with mental health disorders and provide mental health counseling and treatment as well as focused case-by-case support. Many of the City's permanent housing programs are targeted toward persons with mental health and/or physical health disabilities to provide services focused on supporting said persons and their families.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

The City of Pompano Beach will continue many of the projects begun in the last Five-Year plan. The activities will include providing assistance to senior citizens, services for individuals with disabilities, providing shelters for victims of domestic violence and services for children.

Supportive services provided at many of these facilities include: individual needs assessment, crisis counseling, food and nutritional counseling, individual and group counseling, self-esteem classes, substance abuse counseling and treatment, benefits counseling and advocacy, individual case planning, budget counseling, medication management, money management, mental health treatment, transportation and recreational/social activities.

MA-40 Barriers to Affordable Housing – 91.210(e)

Describe any negative effects of public policies on affordable housing and residential investment.

As a part of the Consolidated Plan process, the City of Pompano Beach Office of Housing and Urban Improvement (OHUI) created a report titled the *2015 Analysis of Impediments to Fair Housing Choice*. Within this report the OHUI, in partnership with Carras Community Investment, Inc., conducted a comprehensive review of barriers to affordable housing and created resolutions to implement in order to eliminate the barriers identified. Prior to the development of this report, the OHUI, and Carras Community Investment, Inc., conducted one public hearing and one public meeting to gain public input from fair housing enforcement agencies, fair housing advocacy groups, local government representatives, and the general public about current or potential impediments that were affecting fair housing choice in Pompano Beach.

During the in-depth review of the Florida statutes, laws and policies, it was concluded that the Chapter 163, Part II, F.S., Growth Policy; County and Municipal Planning; Land Development Regulation; Community Planning Act (Sections 163.3161 - 163.3217, F.S.) and Chapter 760, Part II, F.S., Florida Fair Housing Act (Sections 760.20 - 760.37, F.S.) have the biggest impact on fair housing choice regulation for local governments. These two specific laws outline requirements for housing development and define and prohibit discrimination in relation to fair housing choice. Though, neither were found to have direct negative impacts on fair housing choice. The direct negative impacts on fair housing choice were discovered when laws were not being properly enforced by local governments, or if land use regulations had the potential to restrict housing choice or propose housing development in areas of communities that could restrict access to goods and services required to achieve a safe and decent living environment.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

Creating economic development opportunities to improve and sustain the local economy is a priority in Pompano Beach. It is a performance measure that is consistently at the forefront of advancing with federal funds from programs such as Community Development Block Grant. Economic Development projects must create and or retain jobs for low and moderate-income persons. The activities also stimulate the economy since businesses are retained or brought into a community as a result of the activities. Outcome measures may include construction or expansion to infrastructure to allow a business to locate or expand in a community.

The City of Pompano Beach is well known for its beautiful beaches and coastlines, while it is lesser known for its education and health care services, retail trade, arts, entertainment, and accommodations, professional scientific and management, and finance, insurance, and real estate industries that are the back bone for expanding infrastructure improvements that lead to economic opportunities and financial growth. In this section of the Consolidated Plan, we will examine current employment market trends in each business sector to determine the needs for expansion of economic opportunities in Pompano Beach.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	132	273	0	1	0
Arts, Entertainment, Accommodations	4,363	4,868	14	9	-5
Construction	1,708	5,655	6	11	5
Education and Health Care Services	4,871	4,261	16	8	-8
Finance, Insurance, and Real Estate	2,323	2,310	8	4	-3
Information	688	1,284	2	2	0

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Manufacturing	1,433	5,900	5	11	7
Other Services	1,477	2,089	5	4	-1
Professional, Scientific, Management Services	2,755	3,021	9	6	-3
Public Administration	0	0	0	0	0
Retail Trade	4,611	9,321	15	18	3
Transportation and Warehousing	1,034	1,451	3	3	-1
Wholesale Trade	1,974	7,587	7	14	8
Total	27,369	48,020	--	--	--

Table 35 - Business Activity

Data 2007-2011 ACS (Workers), 2011 Longitudinal Employer-Household Dynamics (Jobs)
Source:

Labor Force

Total Population in the Civilian Labor Force	49,981
Civilian Employed Population 16 years and over	43,542
Unemployment Rate	12.88
Unemployment Rate for Ages 16-24	32.26
Unemployment Rate for Ages 25-65	8.59

Table 36 - Labor Force

Data 2007-2011 ACS
Source:

Occupations by Sector	Number of People
Management, business and financial	7,962
Farming, fisheries and forestry occupations	1,871
Service	6,260
Sales and office	11,132
Construction, extraction, maintenance and repair	6,071
Production, transportation and material moving	2,794

Table 37 - Occupations by Sector

Data 2007-2011 ACS
Source:

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	26,169	64%
30-59 Minutes	12,324	30%
60 or More Minutes	2,222	5%
Total	40,715	100%

Table 38 - Travel Time

Data 2007-2011 ACS
Source:

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	6,253	1,224	3,300
High school graduate (includes equivalency)	11,501	1,598	4,543
Some college or Associate's degree	10,160	958	3,097
Bachelor's degree or higher	9,091	961	2,524

Table 39 - Educational Attainment by Employment Status

Data 2007-2011 ACS
Source:

Educational Attainment by Age

	Age				
	18-24 yrs	25-34 yrs	35-44 yrs	45-65 yrs	65+ yrs
Less than 9th grade	459	1,417	925	1,866	1,778
9th to 12th grade, no diploma	2,248	1,802	1,786	2,981	2,049
High school graduate, GED, or alternative	2,752	3,853	4,848	8,941	6,264
Some college, no degree	1,791	2,423	2,292	5,681	3,452
Associate's degree	279	926	968	1,925	693
Bachelor's degree	385	2,567	2,317	4,082	2,750
Graduate or professional degree	17	376	807	2,435	2,008

Table 40 - Educational Attainment by Age

Data 2007-2011 ACS
Source:

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	18,195
High school graduate (includes equivalency)	23,600
Some college or Associate's degree	30,120
Bachelor's degree	43,868
Graduate or professional degree	60,069

Table 41 – Median Earnings in the Past 12 Months

Data 2007-2011 ACS
Source:

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

According to the data provided in the Business Activity table, Pompano Beach's top five business sectors are (1) Education and Health Care Services, (2) Retail Trade, (3) Arts, Entertainment, Accommodations, (4) Professional, Scientific, Management Services, and (5) Finance, Insurance, and Real Estate. Education and Health Care Services was chosen as the number one industry in the City of Pompano Beach due to having the highest amount of workers, 4,871 according to the data provided above, reporting that business sector as their industry of employment, with a gap of 610 jobs to worker ratio. Retail Trade business reporting 4,611 workers, with a gap of 4,710 jobs to workers. While the Arts, Entertainment, Accommodations business sector reports 4,363 workers making them the third highest worker numbers. The Professional, Scientific, Management Services, and

Finance, Insurance, and Real Estate sectors are ranked fourth and fifth respectively, reporting over 2,000 workers in each category.

Some examples of Education and health care services are teachers, professors, doctors, nurses, and councilors. Some examples of Retail Trade would be cashiers, managers, service workers and sales clerks. Some examples of Arts, Entertainment, Accommodations would include food service industry, travel agent, hotel clerks, housekeeping, and television production. Some examples of jobs in the Professional, Scientific, and Management Services business sector include legal advice and representation, accounting, engineering, architecture, and advertising services. Some examples of jobs in Finance, Insurance, and Real Estate business sector include bankers, lenders, financial analysts, insurance agents, and realtors.

Each of these business sectors are prevalent in the City of Pompano Beach and are vital in contributing to economic and business growth. Also, each of these business sectors provides the types of jobs that are common to eligible economic development projects funded by federal funds.

Describe the workforce and infrastructure needs of the business community:

According to the Labor Force data provided above, the unemployment rate is highest among persons between the ages of 16 and 24 years of age with a total percentage of 32.26 percent. Though there is no data available to determine what types of business sectors persons in the age range are most inclined to choose, it is relevant to assume that most persons in this age range tend to have lower educational attainment level if they are seeking full-time employment in an industry. Although there are numerous jobs types available for all persons, regardless of educational attainment level, in each of the five top business sectors in Pompano Beach, there are large gaps in the jobs to workers ratios.

With the above examination of the current workforce characteristics regarding labor force and business sector data, economic development funding should be allocated to projects that create jobs suitable for civilian labor force participants between the ages of 16 and 24 with lower levels of educational attainment considering that population has the highest

unemployment rate. Some examples of eligible economic development projects would be development of new shopping centers, development of new or revitalized existing non high-tech manufacturing plants or industrial parks, or expansion of national call centers for corporate businesses.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The City received approval for a \$4,308,000 Section 108 loan. Loan proceeds will be used to upgrade infrastructure in Old Downtown Pompano. The project is located in a Transit Oriented Special Zoning District and the Downtown Pompano Beach Overlay District. It is also adjacent to a Community Redevelopment Area that is part of the Downtown Pompano Transit-Oriented Corridor. Infrastructure improvements have already been completed or are underway on MLK from Dixie to 95, to be anchored by a Corporate Park designed to enhance job creation.

The City created and funds a CDBG Revolving Loan Program designed to create and maintain low-moderate income jobs. In addition, the CRA has a separate job placement program. This program is directly responsible for connecting employers with job seekers including tradesman and laborers. In addition, the number of job fairs and technical assistance training sessions that we put on help to better position job seekers at hiring events.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Because of the vast employment opportunities and job types within all thirteen of the business sectors in the City of Pompano Beach, employment opportunities are well distributed for segments of the workforce population, regardless of skills and educational attainment levels. According to the Educational Attainment by Age table above, persons 45-64 years old that graduated high school, received a GED or alternative educational

attainment level make up the highest segment of the workforce population with 8,941 persons. Persons 18-24 years old with a graduate or professional degree educational attainment level make up the lowest segment of the workforce population. Persons, across all age groups, with a high school degree, received a GED or alternative educational attainment make up for the largest segment of the workforce population with 26,658 persons.

According to the Occupations by Sector table above, 7,962 persons in the workforce reported that they are employed in the management, business and financial sector. Management, business and financial occupations would fall under any of the thirteen business sectors in the City of Pompano Beach. That equates to 48,020 job possibilities in the City of Pompano Beach. Other occupation sectors reporting high numbers of persons in the workforce are employed in sales and offices with 11,132 employees and construction, extraction, maintenance and repair with 6,071 employees. Both of these occupation sectors can provide employment opportunities for all educational attainment levels in at least twelve of the thirteen business sectors equating to 47,218 job possibilities.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The CDBG program requires job training for any economic development funded projects if more than a high school education is needed to hire the required low- to moderate-income employees.

All of these programs are viewed as being important to the implementation of the goals and performance measures of the Consolidated Plan and are commonly used in conjunction with the federal funded programs described within the Consolidated Plan.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

In general, there will be areas that will have a concentration of households with multiple housing problems. Unfortunately, compiled data to directly address this issue is not available. Therefore, it is assumed that areas with the highest percentage of residents living below the poverty level will most likely include a similar concentration of households with multiple housing problems.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

For the purpose of this section of the Market Analysis, the term "concentration" will be used to describe areas where a neighborhood has a higher number of minority or low-income households than the city average as a whole. The city's average total minority population, including all racial and ethnic groups classified by the 2013 U.S. Census Bureau, is 34.3 percent. The city's average total low-income household population is 31.7 percent according to the U.S. Census Bureau 2013 data.

According to the 2013 U.S. Census Bureau data, the City's minority average percentage of the population is 34.3 percent. As of 2013, the Black or African American race group represented 29.6 percent of Pompano Beach's total minority population. Other race group percentages to consider are Alaskan Native/Native American at .1 percent, and Asian at 1.1 percent. People of Hispanic ethnicity make up for 18.1 percent of the City's total racial and ethnicity population. These factors make up for the total 34.3 percent of racial or ethnic minority households within the City. If a neighborhood within the City has a higher percentage of racial or ethnic minority households than the total City average, that neighborhood is considered to have racial or ethnic minority concentration.

The area median household income in the City of Pompano Beach, according to the 2009-2013 American Community Survey five-year estimates, was \$40,221. Households with an income of less than 50 percent of the area median income are defined as low-income

households. In the City, households with a household income of \$20,110 or less are defined as low-income households. These factors make up for the total 31.7 percent of low-income households within the City. If a neighborhood within the City has a higher percentage of low-income households than the total City average, that neighborhood is considered to have low-income concentration.

Does the City have any maps or reports that describe the populations living within target neighborhoods for this planning period?

What are the characteristics of the market in these areas/neighborhoods?

This can be determined if there are any neighborhoods that are discovered to have minority or low-income concentration.

Are there any community assets in these areas/neighborhoods?

This can be determined if there are any neighborhoods that are discovered to have minority or low-income concentration.

Are there other strategic opportunities in any of these areas?

The City is required to prepare a comprehensive land use plan that includes a housing element. The housing element is required to include data and analysis identifying current and projected housing needs for a minimum 10-year period. The data and analysis must address the number and distribution of dwelling units by type, tenure, age, rent, value, monthly cost of owner-occupied units and rent or cost to income ratio, the creation and preservation of affordable housing, the availability of housing sites, the distribution of housing for a range of incomes and types (including mobile homes, manufactured homes, group homes and foster care facilities), household size, age of residents, and the number of substandard units. To meet unmet current and future housing needs, the housing element must include principles, guidelines, standards, and strategies to address these housing needs. The housing element must also address streamlining the permitting process, minimize costs and delays in providing affordable housing, avoid the concentration of affordable housing units only in specific areas of the community, and ensure the provision

of adequate infrastructure and public facilities. Local land development regulations also must be adopted that are consistent with and implement the local comprehensive plan and are required to address incentive and inclusionary zoning (Section 163.3202(3), F.S.).

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The purpose of the Strategic Plan section of the Consolidated Plan is to use the information from the data and analysis in the Needs Assessment and Market Analysis sections of the plan to determine how and where the HUD-funded agencies should prioritize the programs they fund to help alleviate deficiencies in community housing and non-housing development categories. This section also discusses the use of leverage funds to maximize the use of HUD funding to increase the number of housing and non-housing projects.

SP-10 Geographical Priorities

This section of the Strategic Plan describes the process and methods for distributing HUD-funding throughout the City of Pompano Beach. Each HUD funded program administered by the City has its own distribution processes, objectives and goals.

SP-25 Priority Needs

This section of the Strategic Plan describes the process in which the City determines what the priority need categories are and how much money is allocated to each eligible program funded by HUD category.

SP-30 Influence of Market Conditions

This section of the Strategic Plan describes the effects that current market trends and conditions have on the process of allocated HUD funding to particular funding program activities.

SP-35 Anticipated Resources

This section of the Strategic Plan documents the estimated annual HUD funding allocation amounts anticipated to be received over the five-year 2015-2020 planning period.

SP-40 Institutional Delivery Structure

This section of the Strategic Plan describes the City's internal structure and delivery system methods to achieve the goals and objectives set forth.

SP-45 Goals

This section of the Strategic Plan describes the goals and objectives that have been selected by the City for each HUD funded program and how the goals and objectives that will be initiated and/or completed during the Consolidated Plan's timeframe.

SP-50 Public Housing Accessibility and Involvement

This section of the Strategic Plan describes how the City is working with public housing agencies to meet the needs of public housing residents and public housing developments.

SP-55 Barriers to Affordable Housing

This section of the Strategic Plan summarizes the 2015 Analysis of Impediments to Fair Housing Choice plan that was completed in conjunction with the Consolidated Plan process. The Analysis of Impediments to Fair Housing Choice provides a comprehensive review of current barriers to fair housing and outlines the activities the City will undertake to help overcome these barriers.

SP-60 Homelessness Strategy

This section of the Strategic Plan describes the activities the City will undertake to reduce homelessness, both through housing and supportive services.

SP-65 Lead Based Paint Hazards

This section of the Strategic Plan describes the programs the City has developed, adopted, or implemented to educate local level housing providers and the general public on the dangers of lead based paint hazards and reduce the exposure to lead based paint in projects funded through the agencies.

SP-70 Anti-Poverty Strategy

This section of the Strategic Plan describes how the City's programs and initiatives reduce poverty.

SP-80 Monitoring

This section of the Strategic Plan identifies the monitoring procedures implemented by the City in order to ensure compliance with all federal and state guidelines and regulations.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 42 - Geographic Priority Areas

1	Area Name:	CITY OF POMPANO BEACH
	Area Type:	CDFI area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	34
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	Citywide
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	The City conducted one public hearing and one public meeting to seek public input on the housing and community development needs within the City of Pompano Beach. Comments received during these meetings were evaluated to determine the goals and objectives identified in the Strategic Plan portion of this Consolidated Plan.
	Identify the needs in this target area.	Affordable Housing (Homeownership and Rental) Housing Demolition Economic Development
	What are the opportunities for improvement in this target area?	CDBG program funding HOME program funding
Are there barriers to improvement in this target area?	There are no barriers to improvement currently identified in this target area.	
2	Area Name:	NW Redevelopment Area
	Area Type:	Local Target area
	Other Target Area Description:	NONE
	HUD Approval Date:	
	% of Low/ Mod:	TBD

Revital Type:	Commercial
Other Revital Description:	
Identify the neighborhood boundaries for this target area.	See attached map.
Include specific housing and commercial characteristics of this target area.	This is a residential target area.
How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	The City conducted one public hearing and one public meeting to seek public input on the housing and community development needs within the City of Pompano Beach. Comments received during these meetings were evaluated to determine the goals and objectives identified in the Strategic Plan portion of this Consolidated Plan.
Identify the needs in this target area.	Affordable Housing (Homeownership and Rental) Housing Demolition Economic Development
What are the opportunities for improvement in this target area?	CDBG program funding HOME program funding
Are there barriers to improvement in this target area?	There are no barriers to improvement currently identified in this target area.

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The City of Pompano Beach anticipates distributing annual federal funding program allocations city-wide, including the NW Redevelopment Area identified as a target area during the 2011-2015 Consolidated Plan. General goals and objectives identified in section "SP-45 Goals" of this Strategic Plan are allocated based on level of need, number of low- and moderate-income beneficiaries identified, and amount of funding available for that federal program funding category.

The only continuing funding program that with strict geographic boundaries is the Neighborhood Stabilization Program (NSP) which is designated specifically toward neighborhoods with high numbers of foreclosed homes in census tracts determined by HUD. All properties considered for NSP funding must be located in an NSP Target Area, with the exception of NSP homes built using NSP Revolving Loan Funds, which will be used citywide. All other federal program funds are distributed citywide to most effectively meet the national objectives associated with the funding sources.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 43 - Priority Needs Summary

1	Priority Need Name	Housing Rehabilitation
	Priority Level	High
	Population	Low Moderate
	Geographic Areas Affected	Citywide
	Associated Goals	Homeowner Housing Rehabilitation
	Description	Housing Rehabilitation activities for qualifying low- and moderate-income owner-occupied households.
	Basis for Relative Priority	The need for Housing Rehabilitation is a continuous priority in Pompano Beach. The level of priority need is determined by public comments and survey responses received during the Citizen Participation Process of this Consolidated Plan.
2	Priority Need Name	Purchase Assistance
	Priority Level	High
	Population	Low Moderate
	Geographic Areas Affected	Citywide
	Associated Goals	Affordable Housing
	Description	Purchase Assistance activities in the form of down payment or mortgage reduction for qualified first-time homebuyers.
	Basis for Relative Priority	The need for Purchase Assistance for qualified first time homebuyers is a continuous priority in Pompano Beach. The level of priority need is determined by public comments and survey responses received during the Citizen Participation Process of this Consolidated Plan.
3	Priority Need Name	Public Services
	Priority Level	High

	Population	Extremely Low Low Moderate
	Geographic Areas Affected	Citywide
	Associated Goals	Public Services
	Description	Public services activities including mental health counseling, health care, supportive services, and other eligible activities provided by non-profit organizations in partnership with the City of Pompano Beach.
	Basis for Relative Priority	The need for Public Services is a continuous priority in Pompano Beach. The level of priority need is determined by public comments and survey responses received during the Citizen Participation Process of this Consolidated Plan.
4	Priority Need Name	Economic Development
	Priority Level	High
	Population	Low Moderate
	Geographic Areas Affected	Citywide
	Associated Goals	Economic Development
	Description	Economic Development activities in the form of revolving loans to small businesses and other eligible activities through the City's Economic Revolving Loan Program.
	Basis for Relative Priority	The need for Economic Development is a continuous priority in Pompano Beach. The level of priority need is determined by public comments and survey responses received during the Citizen Participation Process of this Consolidated Plan.
5	Priority Need Name	Infrastructure Improvements
	Priority Level	Low
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	Citywide

	Associated Goals	Community Revitalization
	Description	Infrastructure Improvements activities including water/sewer line improvements, installation of street lighting, street paving, sidewalk improvements, and other eligible Infrastructure Improvements activities eligible under the CDBG program.
	Basis for Relative Priority	Infrastructure Improvements activities were identified as a priority need during the last Consolidated Plan five-year period. However, the priority need level for Infrastructure Improvements has decreased according to public comment and survey responses received during the Citizen Participation Process of this Consolidated Plan.
6	Priority Need Name	Acquisition and Clearance
	Priority Level	Low
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	Citywide
	Associated Goals	Affordable Housing
	Description	Acquisition and Clearance activities including the purchase and demolition of unsafe structures throughout Pompano Beach.
	Basis for Relative Priority	Acquisition and Clearance activities were identified as a priority during the last five year Consolidated Plan period. However, these activities were not identified as a high priority need during the Citizen Participation Process conducted prior to the development of this 2015-2020 Consolidated Plan.

Narrative (Optional)

The priority needs identified in this section of the Strategic Plan were recommended by the City of Pompano Beach Office of Housing and Urban Improvement and approved by the Community Development Advisory Board based on public comments received during the public meetings and the Consolidated Plan survey responses received during the Citizen Participation Process conducted prior to the development of this 2015-2020 Consolidated Plan. Each priority need identified was carefully selected by a City appointed review committee and presented to the general public and advisory board members prior to

approval. All priority needs identified in this section of the Strategic Plan is directly linked to the goals, objectives and specific projects that will receive direct funding allocations through the CDBG and HOME programs.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	<ul style="list-style-type: none"> • Availability of affordable single family and multifamily rental housing stock for families of all sizes • Availability of voucher programs in all jurisdictions • Availability of enforcement agencies to regulate eligibility terms and conditions of tenant based rental assistance program • Local land use policies and jurisdiction comprehensive planning goals that support the development of multi-family housing stock
TBRA for Non-Homeless Special Needs	<ul style="list-style-type: none"> • Availability of affordable single family and multifamily rental housing stock for persons with disabilities and their families • Availability of voucher programs in all jurisdictions • Availability of enforcement agencies to regulate eligibility terms and conditions of tenant based rental assistance programs • Availability of enforcement agencies to regulate accommodations and modifications for persons with disabilities and their families • Availability of supportive housing services, when necessary • Local land use policies and jurisdiction comprehensive planning goals that support the development of accessible multi-family housing stock for persons with disabilities and their families
New Unit Production	<ul style="list-style-type: none"> • Local land use policies and jurisdiction comprehensive planning goals that support the development of accessible multifamily housing stock for persons with disabilities and their families • Current cost of materials for new unit production • Availability of incentives to developers to produce new single family and multi-family affordable housing units

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Rehabilitation	<ul style="list-style-type: none"> • Current cost of materials for rehabilitation • Availability of funding for housing rehabilitation activities
Acquisition, including preservation	<ul style="list-style-type: none"> • Availability of funding for acquisition activities • Evaluation of fair market prices for home purchases • Cost of materials for redevelopment of historic housing structures

Table 44 - Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	908,600	0	0	908,600	3,634,400	The annual allocation and any program income or prior year resources will be allocated to eligible CDBG Program categories per 24 CFR 570.200-570.207
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	284,923	0	0	284,923	1,139,692	The annual allocation and any program income or prior year resources will be allocated to eligible HOME program categories per 24 CFR92

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	0	0	0	0	0	

Table 45 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Pompano Beach does not currently have any plans to leverage additional resources to any of the goals and objectives identified in this Strategic Plan. In the event that a project arises that is eligible to leverage with federal funds, the City will hold a formal advertisement process and public meeting to inform the public of the Consolidated Plan update.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Pompano Beach and the City of Pompano Beach Community Redevelopment Agency (CRA) own parcels of land that can be used for affordable housing if and when necessary as leverage to affordable housing projects.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Pompano Beach Office of Housing and Urban Improvement	Local Government	Grantee	Citywide

Table 46 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City of Pompano Beach Office of Housing and Urban Improvement (OHUI), who administers the CDBG and HOME programs, has a Director that monitors program compliance, assists in the implementation and enforcement of local, county, state and federal laws and regulations, and prepares management reports on the effectiveness of federal programs. The OHUI staff consists of a housing specialist, housing inspector, a program compliance manager, and support staff that implement program procedures, work with beneficiaries, and monitor federal program compliance to achieve program goals and objectives. The OHUI works with a variety of Community Housing Development Organizations (CHDOs) and other non-profit housing and supportive services providers to implement eligible program activities and projects. The OHUI maintains operation agreements/contracts with each one non-profit service providers and conducts periodic monitoring to ensure compliance with all federal laws and regulations.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy			
Legal Assistance			
Mortgage Assistance			

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Rental Assistance	X		
Utilities Assistance			
Street Outreach Services			
Law Enforcement			
Mobile Clinics			
Other Street Outreach Services			
Supportive Services			
Alcohol & Drug Abuse			
Child Care			
Education			
Employment and Employment Training			
Healthcare			
HIV/AIDS			
Life Skills			
Mental Health Counseling			
Transportation			
Other			

Table 47 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The City of Pompano Beach does not administer any federally funded grant programs or implement activities that provide services that are targeted to special needs populations, including homeless persons. Broward County is the grantee for ESG funding and decides the goals and objectives that address the needs of the homeless population in Pompano Beach.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

In the event that a gap is identified in the City's current institutional structure, the City will develop and implement the appropriate measures to alleviate any issues that affect achievement of program goals, anticipated outcomes and program compliance.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Homeowner Housing Rehabilitation	2015	2020	Affordable Housing	Citywide	Housing Rehabilitation	CDBG: \$465,590	
2	Public Services	2015	2020	Public Services	Citywide	Public Services	CDBG \$136,290	
3	Economic Development	2015	2020	Non-Housing Community Development	Citywide	Economic Development	CDBG: \$100,000	

Table 48 – Goals Summary

Goal Descriptions

1	Goal Name	Homeowner Housing Rehabilitation
	Goal Description	The City anticipates allocating approximately \$465,000 in CDBG funding for eligible homeowner housing rehabilitation projects specifically targeted to general housing rehabilitation, emergency repair and exterior home improvements.
2	Goal Name	Public Services
	Goal Description	The City anticipates allocating \$136,290 in federal program funding directly to non-profit organization partners for the administration and implementation of eligible public services activities including mental health counseling, health care services, and other supportive services to targeted beneficiaries within Pompano Beach.
3	Goal Name	Economic Development
	Goal Description	The City anticipates allocating \$100,000, during the 2015-2016 fiscal year and each fiscal year after depending on funding available, to economic development activities including job creation, business creation and business retention. The economic development activities will be implemented through the City's Economic Development Revolving Loan Program.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The City of Pompano Beach has a local Public Housing Authority (PHA) that oversees public housing units and Section 8 tenant-based assistance units. The City and the PHA operate independently.

Activities to Increase Resident Involvements

The Housing Authority of the City of Pompano Beach currently implements the Family Self-Sufficiency Program to increase resident involvement and promote self-sufficiency and less dependence on public housing assistance. The Family Self-Sufficiency (FSS) is a HUD program that encourages the Housing Authority to work with agencies, schools, businesses, and other local partners to develop a comprehensive program that gives participating FSS family members the skills and experience to enable them to increase their earned income an establish an escrow account.

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

As a recipient of Community Development Block Grant (CDBG) entitlement funding from the US Department of Housing and Urban Development (HUD), the City of Pompano Beach is required to create and maintain an *Analysis of Impediments to Fair Housing Choice (AI)* to identify impediments or barriers to affordable housing and fair housing choice, and create actions toward the resolution of the barriers. The AI identified five (5) perceived impediments to affordable housing and fair housing choice. The barriers identified, are described as follows:

- Violations of federal and local fair housing laws in the city of Pompano Beach
- Awareness of fair housing laws, issues, potential violations and resources appears to be limited
- Continued disparity by race in mortgage origination and access to non-predatory loans
- Continued concentration of racial minorities in low-opportunity communities
- Lack of adequate capital resources to address affordable housing gap

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

As of a part of the development of the AI, the City of Pompano Beach determined recommendations for actions that can be implemented in federal grant program administration and other local government operations to resolve the identified barriers. The recommended actions to resolve the barriers identified, are described as follows:

- The City of Pompano Beach should continue to enforce local, state and federal fair housing laws by reporting violations and allegations of violations to the appropriate government agency

- The City of Pompano Beach should continue to provide information on fair housing laws to the public, its staff, Realtors, property owners and lenders through educational activities including workshops, public service announcements and presentations to targeted groups
- The City of Pompano Beach should continue to provide educational fair housing and fair lending materials to local lenders and support homebuyer workshops that provide education to homebuyers
- The City should continue to promote efforts to desegregate communities through educational efforts to expand opportunities in all communities throughout the city
- Continue to work with all development stakeholders in the city and region to promote affordable housing development. The City should strategically utilize local resources including the CRA, housing trust fund and the potential Broward County Linkage Fee to address gaps in affordable housing development projects

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Pompano Beach does not have any current Strategic Plan goals and objectives that currently addresses outreach to homeless persons. Broward County is the grantee of ESG funding and any goals and objectives that are identified in their 2015-2020 Consolidated Plan will benefit the homeless population with Pompano Beach city limits.

Addressing the emergency and transitional housing needs of homeless persons

The City of Pompano Beach does not have any current Strategic Plan goals and objectives that currently address the emergency shelter and transitional housing needs of homeless persons. Broward County is the grantee of ESG funding and any goals and objectives that are identified in their 2015-2020 Consolidated Plan will benefit the homeless population with Pompano Beach city limits.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The City of Pompano Beach does not have any current Strategic Plan goals and objectives that currently address assistance to homeless persons (especially chronically homeless) to make the transition into permanent housing or homeless prevention. Broward County is the grantee of ESG funding and any goals and objectives that are identified in their 2015-2020 Consolidated Plan will benefit the homeless population with Pompano Beach city limits.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The City of Pompano Beach does not have any current Strategic Plan goals and objectives that currently address homeless prevention. Broward County is the grantee of ESG funding

and any goals and objectives that are identified in their 2015-2020 Consolidated Plan will benefit the homeless population with Pompano Beach city limits.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The City of Pompano Beach Office of Housing and Urban Improvement (OHUI) requires all contractors to submit the following documents or complete the necessary steps prior to beginning any construction activities on homes being rehabilitated with federal funding:

- Lead Based Paint (LBD) inspection and risk assessment
- Notice to occupants of results
- Visual assessment
- Paint Stabilization
- Provisions of LBD Pamphlet
- Abatement of LBP
- Interim Controls
- Safe work practices in rehabilitation

It is a best practice of the OHUI to encourage the avoidance of purchasing new affordable housing units that are pre-1978 under programs such as the Neighborhood Stabilization Program (NSP).

How are the actions listed above related to the extent of lead poisoning and hazards?

All of the listed actions to address LBP hazards are necessary to identify when a LBP hazard is present in a home and when implemented, can reduce the risk of ingestion of toxic levels of lead by children and other occupants within the home.

How are the actions listed above integrated into housing policies and procedures?

What housing policies, exactly, are these actions addressed in?

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City does not current have any program goals or initiatives in place that specifically reduce the number of poverty-level families in the City of Pompano Beach. The affordable housing, public services and economic development goals and objectives identified in this section of the Consolidated Plan target all low- to moderate-income areas and persons in order to create or sustain affordable housing, provide supportive services necessary to create decent living environments, and create economic opportunities throughout the City.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

CDBG Monitoring

Local governments are required to maintain records documenting compliance with fair housing, equal opportunity and civil rights requirements. Records must be maintained for six years after the grant period ends, and are periodically monitoring by HUD.

Following a grant award to a local government, HUD is required to review recipient performance relating to civil rights requirements. The areas of review include:

- Current employment and personnel policy;
- Civil rights profile;
- Job advertisements;
- Employment discrimination complaints;
- Employment data that indicates that persons are not being denied benefits or treated differently because of their race, color, sex, national origin, or disability;
- Documentation of steps taken to further fair housing during the year, including fair housing activities;
- Housing discrimination complaints and documentation describing the process used to handle such complaints;
- Board minutes indicating when the local fair housing ordinance was adopted; and
- Have a fair housing and equal opportunity compliance officer.

In order to be found in compliance by HUD, the Housing Element of a local comprehensive plan must contain the following items that are directly or indirectly related to fair housing choice:

- Affordable Housing Needs Assessment;

- Inventory of renter-occupied housing developments currently using federal, state or local subsidies;
- A housing analysis that evaluates current and future housing needs;
- Means for accomplishing the provision of housing with supporting infrastructure for all current and anticipated future residents, including very low- low, and moderate-income households.

HOME Monitoring

Pursuant to HUD regulations, 24 CFR 92.351, the County has adopted affirmative marketing guidelines and enforces the guidelines by requiring HOME Program Agreement and the Firm Commitment Letter to include the development's affirmative marketing strategies. Prior to funding, the marketing strategy is carefully analyzed and a market study or feasibility report is required if adequate information is not found in the development's appraisal.

The County's affirmative marketing guidelines require policies and procedures to be included in an Affirmative Fair Housing Monitoring Plan for the following elements:

- Informing the public, owners and potential tenants;
- The advertising of vacant units;
- Owner's outreach efforts;
- Recordkeeping;
- Assessment of the affirmative marketing efforts of owners; and

Additional federal requirements as enumerated in HUD Handbook 8025.1 REV-2.

Annual Action Plan

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	908,600	0	0	908,600	3,634,400	The annual allocation and any program income or prior year resources will be allocated to eligible CDBG Program categories per 24 CFR 570.200-570.207

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	284,923	0	0	284,923	1,139,692	The annual allocation and any program income or prior year resources will be allocated to eligible HOME program categories per 24 CFR92

Table 49 - Expected Resources - Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Pompano Beach does not currently have any plans to leverage additional resources to any of the goals and objectives identified in this Strategic Plan. In the event that a project arises that is eligible to leverage with federal funds, the City will hold a formal advertisement process and public meeting to inform the public of the Consolidated Plan update.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Pompano Beach and the City of Pompano Beach Community Redevelopment Agency (CRA) own parcels of land that can be used for affordable housing if and when necessary as leverage to affordable housing projects.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Homeowner Housing Rehabilitation	2015	2020	Affordable Housing	CITY OF POMPANO BEACH	Housing Rehabilitation	CDBG: \$46,590	
2	Public Services	2015	2020	Public Services	CITY OF POMPANO BEACH	Public Services	CDBG: \$136,290	
3	Economic Development	2015	2020	Non-Housing Community Development	CITY OF POMPANO BEACH	Economic Development	CDBG: \$100,000	

Table 50 – Goals Summary

Goal Descriptions

1	Goal Name	Homeowner Housing Rehabilitation
	Goal Description	The City anticipates allocating approximately \$465,000 in CDBG funding for eligible homeowner housing rehabilitation projects specifically targeted to general housing rehabilitation, emergency repair and exterior home improvements.

2	Goal Name	Public Services
	Goal Description	The City anticipates allocating \$136,290 in federal program funding directly to non-profit organization partners for the administration and implementation of eligible public services activities including mental health counseling, health care services, and other supportive services to targeted beneficiaries within Pompano Beach.
3	Goal Name	Economic Development
	Goal Description	The City anticipates allocating \$100,000, during the 2015-2016 fiscal year and each fiscal year after depending on funding available, to economic development activities including job creation, business creation and business retention. The economic development activities will be implemented through the City's Economic Development Revolving Loan Program.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Pompano Beach has not allocated any HUD program annual allocation funding toward any specific projects for the 2015-2016 fiscal year. Instead, the City of Pompano Beach Office of Housing and Urban Improvement, who administers HUD funded programs, has selected broad eligible funding categories for the CDBG and HOME programs in order to have more flexibility in determining where and how the funded should be distributed citywide. The broad eligible categories for the CDBG program are Housing Rehabilitation, Public Services and Economic Development. The funding allocated to these categories can be used for individual projects such as homeowner housing rehabilitation for minor or major repairs, youth services, senior services, health services, job training and job placement activities.

AP-50 Geographic Distribution - 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

All goals, objectives and projects described in this Annual Action Plan will be allocated citywide based on level of need and income level of beneficiaries selected to receive eligible services.

Geographic Distribution

Target Area	Percentage of Funds
CITY OF POMPANO BEACH	100
NW Redevelopment Area	

Table 51 - Geographic Distribution

Affordable Housing

AP-55 Affordable Housing - 91.220(g)

Introduction

The following charts describe the anticipated outcomes to be accomplished by implementing CDBG and HOME program funding toward eligible grant categories for projects that will increase affordable housing opportunities.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 52 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 53 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing – 91.220(h)

Introduction

Inquiries were submitted to the Pompano Beach Housing Authority multiple times throughout the drafting process of this plan, but no response was received to date. This section will be completed after contact is established and the information is made available for evaluation.

Actions planned during the next year to address the needs to public housing

Actions to encourage public housing residents to become more involved in management and participate in homeownership

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Addressing the emergency shelter and transitional housing needs of homeless persons

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

As a recipient of Community Development Block Grant (CDBG) entitlement funding from the US Department of Housing and Urban Development (HUD), the City of Pompano Beach is required to create and maintain an *Analysis of Impediments to Fair Housing Choice (AI)* to identify impediments or barriers to affordable housing and fair housing choice, and create actions toward the resolution of the barriers. The AI identified five (5) perceived impediments to affordable housing and fair housing choice. The barriers identified, are described as follows:

- Violations of federal and local fair housing laws in the city of Pompano Beach
- Awareness of fair housing laws, issues, potential violations and resources appears to be limited
- Continued disparity by race in mortgage origination and access to non-predatory loans
- Continued concentration of racial minorities in low-opportunity communities
- Lack of adequate capital resources to address affordable housing gap

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

As of a part of the development of the AI, the City of Pompano Beach determined recommendations for actions that can be implemented in federal grant program administration and other local government operations to resolve the identified barriers. The recommended actions to resolve the barriers identified, are described as follows:

- The City of Pompano Beach should continue to enforce local, state and federal fair housing laws by reporting violations and allegations of violations to the appropriate government agency
- The City of Pompano Beach should continue to provide information on fair housing laws to the public, its staff, Realtors, property owners and lenders through educational activities including workshops, public service announcements and presentations to targeted groups
- The City of Pompano Beach should continue to provide educational fair housing and fair lending materials to local lenders and support homebuyer workshops that provide education to homebuyers
- The City should continue to promote efforts to desegregate communities through educational efforts to expand opportunities in all communities throughout the city
- Continue to work with all development stakeholders in the city and region to promote affordable housing development. The City should strategically utilize local resources including the CRA, housing trust fund and the potential Broward County Linkage Fee to address gaps in affordable housing development projects

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

No additional actions planned to develop institutional structure.

Actions planned to foster and maintain affordable housing

The City of Pompano Beach anticipates to continue fostering and maintaining affordable housing efforts citywide through providing HUD program funding towards activities such as homeowner rehabilitation, purchase assistance through the First-Time Homebuyer Program and providing direct funding to approved Community Housing Development Organizations (CHDOs) to implement affordable housing activities to low- and moderate-income beneficiaries.

Actions planned to reduce lead-based paint hazards

The City of Pompano Beach Office of Housing and Urban Improvement (OHUI) requires all contractors to submit the following documents or complete the necessary steps prior to beginning any construction activities on homes being rehabilitated with federal funding:

- Lead Based Paint (LBD) inspection and risk assessment
- Notice to occupants of results
- Visual assessment
- Paint Stabilization
- Provisions of LBD Pamphlet
- Abatement of LBP
- Interim Controls
- Safe work practices in rehabilitation

It is a best practice of the OHUI to encourage the avoidance of purchasing new affordable housing units that are pre-1978 under programs such as the Neighborhood Stabilization Program (NSP).

Actions planned to reduce the number of poverty-level families

No additional actions planned to develop institutional structure.

Actions planned to develop institutional structure

No additional actions are planned to develop institutional structure.

Actions planned to enhance coordination between public and private housing

and social service agencies

No additional actions are planned to enhance coordination between public and private housing and social service agencies.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

This introduction should just be a couple sentences about how much program income is expected to be generated by implementing CDBG and HOME program activities during the 2015-2016 fiscal year. This section should have the anticipated number of achievements.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before

the start of the next program year and that has not yet been reprogrammed

2. The amount of proceeds from section 108 loan guarantees that will be

used during the year to address the priority needs and specific objectives

identified in the grantee's strategic plan

3. The amount of surplus funds from urban renewal settlements

4. The amount of any grant funds returned to the line of credit for which the

planned use has not been included in a prior statement or plan.

5. The amount of income from float-funded activities

Total Program Income

Other CDBG Requirements

1. The amount of urgent need activities

HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:
2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:
3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:
4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Meeting Date: June 23, 2015

Agenda Item 11

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: APPROVAL OF THE FY 2015-2016 ANNUAL ACTION PLAN IN THE AMOUNT OF \$908,600.00 OF CDBG FUNDS AND \$284,923 OF HOME FUNDS FOR A TOTAL OF \$1,193,523.

Summary of Purpose and Why:

CDBG Public Service Grant applications were scored by Daniel Rosemond, Hollywood's Deputy City Manager and CRA Director, Suzanne Fejes, Assistant Director of the Broward County Housing Finance and Community Development Division, and Karen Santen, City of Pompano Beach Grants Coordinator. A copy of their individual scoring sheets and the Scoring Summary sheet is attached.

Allocation of 2015-2016 Action Plan funding was approved by the Community Development Advisory Committee after three Public Hearings. A copy of the approved funding sheet is attached. Although the CDAC made changes in the recommended funding amounts, OHUI has no objection to those changes.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Office of Housing and Urban Improvement
- (2) Primary staff contact: Miriam Carrillo/Mark Korman Ext. 4656
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: CDBG and HOME FY 2015-2016

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
OHUI	6/12/15	Approval	<i>[Signature]</i>
Finance	6/12/15	Approval	<i>[Signature]</i>

CDAC Advisory Committee See Attachments

City Manager *[Signature]* *[Signature]*

ACTION TAKEN BY COMMISSION:

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



**City of Pompano Beach
Office of Housing and Urban Improvement**

Memorandum No. 15-179

MEMORANDUM

DATE: June 12, 2015
TO: Dennis Beach, City Manager
THROUGH: Gordon Linn, City Attorney
FROM: Miriam Carrillo, Director *MC*
RE: **Agenda Item – FY 2015-2016 Annual Action Plan Funding Recommendations**

This agenda item approves the 2015-2016 Annual Action Plan in the amount of \$908,600.00 of CDBG Funds and \$284,923 of HOME funds, for a total of \$1,193,523.

CDBG Public Service Grant applications were scored by Daniel Rosemond, Hollywood's Deputy City Manager and CRA Director, Suzanne Fejes, Assistant Director of the Broward County Housing Finance and Community Development Division, and Karen Santen, City of Pompano Beach Grants Coordinator. A copy of their individual scoring sheets and the Scoring Summary sheet is attached.

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Please place this item on the June 23, 2015 agenda.

Thank you.

Attachments

**Notice of Funding Availability (NOFA)
CITY OF POMPANO BEACH
ATTENTION: Applicants for funding from
the following programs
Community Development Block Grant (CDBG)
HOME Investment
Partnerships Program (HOME)**

Notice of Fiscal Year 2015-2020 Consolidated Plan and 2015 Annual Action Plan

Under Title 1 of the Housing and Community Development Act of 1974, as amended, the City of Pompano Beach (City) invites any interested parties to participate in the preparation of the FY 2015-2020 Consolidated Plan (Con Plan) and Fiscal Year 2015 Annual Action Plan (AAP).

The U.S. Department of Housing and Urban Development (HUD) requires local jurisdictions to prepare a Consolidated Plan in order to receive federal entitlement program funds. The Five-Year Consolidated Plan must address the City's goals and objectives for two federal entitlement programs: Community Development Block Grant (CDBG), and HOME Investment Partnerships (HOME).

The AAP is the yearly update to the Five-Year Consolidated Plan and identifies the projects and programs proposed to be funded through CDBG and HOME Programs for a specific fiscal year. The Con Plan and the AAP are subject to review and approval by HUD.

NOTICE IS HEREBY GIVEN that all interested applicants must contact the Office of Housing and Urban Improvement to obtain the application for funding. Interested parties are encouraged to request an application for the Fiscal Year 2015-2016 CDBG and HOME Investment Partnership Programs at the address below, beginning Tuesday, February 3, 2015. Applications can be picked up Monday through Friday, 8:00 a.m. until 5:00 p.m. **NO APPLICATIONS WILL BE MAILED.** Technical assistance is available. For further information, please contact OHUI at the address below:

**Office of Housing and Urban Improvement
100 W. Atlantic Blvd, Suite 220, Pompano Beach FL 33060
Phone: (954) 786-4659 Fax: (954) 786-5534**

2015-2020 Consolidated Plan and 2015 Annual Action Plan Process – Timeline

February 1, 2015	Public Notice
February 3, 2015	Availability of RFP Applications
February 12, 2015	HOME/Community Housing Development Organization (CHDO) Workshop ¹
February 13, 2015	Community Development Block Grant (CDBG) Public Service Grant Workshop ²
March 12, 2015	RFP Application submittal deadline 3:00 p.m. to: City of Pompano Beach Purchasing Department 1190 NE 3rd Avenue Pompano Beach FL 33060
April 9, 2015	First Public Meeting/Hearing with Community. Review the purpose of the Consolidated Plan. Review proposed projects and receive citizen input on community needs and priorities. Presentation by RFP Applicants to the CDAC
April 26, 2015	Public Notification of Public Meeting/Hearing
May 14, 2015	Second Public Meeting/Hearing. Seek consensus from Community of revised projects and then forward projects to the City Commission for review. Community Development Advisory Committee (CDAC – Citizen Participation) RFP Applications Funding Recommendations for City Commission
June 23, 2015	Present CDAC Recommendations to City Commission for Approval Public Hearing and adoption of the 2015-2020 Consolidated Plan
June 26, 2015	Public Notice – 2015-2020 Consolidated Plan and 2015 Annual Action Plan
July 26 to July 27, 2015	Respond to citizen comments, incorporate comments into Consolidated Plan and Annual Action Plan
August 1, 2015	Submit Consolidated Plan and Final Action Plan to HUD office (includes Statement of Objectives and Projected Use of Funds). Last day to submit – August 15, 2015.

¹ HOME/CHDO Workshop will be held in the Commission Chambers, City of Pompano Beach Building, 100 W. Atlantic Blvd, Pompano Beach, Florida from 9 a.m.-12 p.m.

² CDBG Workshop will be held in the Commission Chambers, City of Pompano Beach Building, 100 W. Atlantic Blvd, Pompano Beach, Florida from 9 a.m.-12 p.m.

Meeting rooms were fully accessible. Persons with special needs should contact the OHUI/Community Development Department at 954-786-4659 or write to the address listed above within 7 days from the date of the hearing.

Non-English speaking persons or persons with Limited English Proficiency should contact JoAnn Martin-Onesky at (954) 786-4657 or email to joann.martin-onesky@copbfl.com for further assistance or to access documents in another language.

Para asistencia en Español, se puede contactar a Miriam Carrillo al (954) 786-4656 o correo electrónico miriam.carrillo@copbfl.com



**ALL MEETING DATES AND TIMES ARE TENTATIVE AND ARE SUBJECT TO CHANGE
Applicants will receive further notification in advance of the meetings**

CITY OF POMPANO BEACH
APPLICATION SCORING SHEET - FINAL RANKING BY REVIEW COMMITTEE

App. No.	Ranking	Public Service Activities										Total Points	Source Of Funds	Funding Category	Total Units/People Served
		Agency	Project Name	Amount Requested	Funded Last Year/ Amount	Total Prior Year Exp.	(1) Local Support Leveraging	(2) Quality /Cost Effectiveness	(3) Experience/Community Support	(4) Spending Experience	(5) Bonus Points				
13	1	Second Chance Society, Inc	Hand Up Program	\$ 7,000.00	\$ 6,000.00	\$ 6,000.00	90	90	60	90	30	320	CDBG	Service	50
18	2	Luz del Mundo - Light of the World Clinic, Inc	Light of the World Clinic	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	90	78	48	60	25	301	CDBG	Service	150
14	3	Taylor's Closet Foundation, Inc	Reveal Shopping Program and Awaken Mentoring Program	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00	90	75	43	60	30	298	CDBG	Service	48
15	4	Women in Distress Broward County	Emergency Shelter and Supportive Services	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	90	70	50	60	28	298	CDBG	Service	319
6	5	Covenant House Florida, Inc.	Emergency Shelter for PB Homeless Youth under the Age of 21	\$ 20,000.00	\$ 10,000.00	\$ -	90	89	49	45	15	288	CDBG	Service	100
8	6	Learning for Success, Inc.	Kids and Power of Work (KAPOW)	\$ 10,500.00	\$ 6,000.00	\$ 6,000.00	60	73	60	60	20	273	CDBG	Service	370
12	7	Russell Life Skills & Reading	Pompano Beach Russell Reading Rooms	\$ 32,480.00	\$ 13,894.00	\$ 13,894.00	45	88	50	60	30	273	CDBG	Service	80
1	8	Boys and Girls Club of Broward County	Stephanie's Boys & Girls Club Facilities Restoration Project	\$ 53,384.65	\$ 63,543.00	\$ -	30	80	43	60	30	243	CDBG	Public Improvements	893
2	9	Broward Sheriff's Office	The GREAT Summer Camp	\$ 24,200.00	\$ -	\$ -	90	70	45	15	18	238	CDBG	Service	40
10	10	New Horizon Community Development Corporation, Inc.	New Horizon Summer Camp	\$ 46,000.00	\$ 10,000.00	\$ -	30	67	43	60	30	236	CDBG	Service	1200
7	11	Feeding South Florida, Inc.	Pompano Community Mobile Food Pantry	\$ 18,000.00	\$ -	\$ -	15	73	60	15	30	193	CDBG	Service	15742
6	12	Choices Network Systems, Inc.	Transitional Independent Living Rental Assistance Program	\$ 15,000.00	\$ -	\$ -	30	75	40	15	30	190	CDBG	Service	8
4	13	City of Pompano Beach - Parks & Rec	Senior Program	\$ 79,600.00	\$ 18,500.00	\$ 4,399.54	0	68	43	45	15	171	CDBG	Service	105
9	14	Motivated Unified Sound Impacting Communities, Inc	Summer Music Camp and After School Program	\$ 15,000.00	\$ -	\$ -	30	60	30	15	25	160	CDBG	Service	30
3	15	City of Pompano Beach - Parks & Rec	Youth Program	\$ 50,000.00	\$ -	\$ -	0	65	43	15	35	158	CDBG	Service	500
11	16	Pompano Post Inc. - Ja'Meesha Bernadin	Pompano Post Community Newspaper	\$ 12,000.00	\$ -	\$ -	25	42	20	15	15	117	CDBG	Service	
19	17	King's School of Arts, Inc	King's School of Arts, Inc	DEMEDIANEABLE			0	0	0	0	0	0			
20		City of Pompano Beach	Housing Rehab	\$ 200,000.00	\$ 150,000.00	\$ 150,000.00	0	0	0	0	0	0	CDBG	Housing	25
21		City of Pompano Beach	Emergency Repair Program	\$ 100,000.00	\$ 150,000.00	\$ 150,000.00	0	0	0	0	0	0	CDBG	Housing	15
22		City of Pompano Beach	Exterior Home Improvement	\$ 100,000.00	\$ 100,000.00	\$ 50,000.00	0	0	0	0	0	0	CDBG	Housing	15
23		City of Pompano Beach	Economic Development RLF	\$ 100,000.00	\$ 100,000.00	\$ 75,000.00	0	0	0	0	0	0	CDBG	ED	4
24		City of Pompano Beach	Blanche Ely Scholarship Program	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	0	0	0	0	0	0	CDBG	Service	6
25		City of Pompano Beach	CDBG ADMINISTRATION (20%)	\$ 181,720.00	\$ 191,859.00	\$ 191,859.00							CDBG	Adm	
			TOTAL REQUEST	\$ 1,149,884.65											
16		Habitat for Humanity of Broward, Inc	Not for Profit Housing Assistance	\$ 70,000.00	\$ 50,000.00	\$ -	0	57577	0	0	0	0	HOME	Homebuyer	5 Units
17		Oasis of Hope Community Development Corp	Oasis of Hope New Construction Proj	\$ 100,000.00	\$ -	\$ -	0	0	0	0	0	0	HOME	Homebuyer	3 Unit
		City of Pompano Beach	First Time Homebuyers	\$ 140,000.00	\$ 100,000.00	\$ -	0	0	0	0	0	0	HOME	Homebuyer	5 Units
		City of Pompano Beach	HOME ADMINISTRATION (10%)	\$ 28,492.00	\$ -	\$ -							HOME	Adm	
			TOTAL REQUEST	\$ 338,492.00											

City of Pompano Beach
FY 15-16 CDBG/HOME RFP Scoring Committee Member
Conflict of Interest Acknowledgement

The City of Pompano Beach is an entitlement community administered by the City's Office of Housing and Urban Improvement that administers HUD Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds. HUD regulations and the City of Pompano Beach do not allow persons who participate in the decision-making process or gain inside information regarding these programs to obtain a financial interest or benefit from them. Therefore, it is necessary for you to acknowledge the following:

Conflicts Prohibited. I will not obtain a financial interest or benefit from the City of Pompano Beach CDBG or HOME Programs in any contract, subcontract, or agreement with respect to the Programs, or with respect to any proceeds of the Programs, either for myself or those with whom I have business or immediate family ties during my tenure on the City of Pompano Beach FY 15-16 RFP Scoring Committee or for one year thereafter.

Persons Covered. I understand that this conflict of interest restriction also applies to me as an employee, agent, consultant, officer, or elected official or appointed official of a City of Pompano Beach CDBG or HOME Program recipient, or of any designated public agencies, or of persons receiving such funds.

Exceptions. Upon the written request of the recipient of a prohibited financial interest or benefit as described above, HUD may grant an exception on a case-by-case basis when it has satisfactorily met the threshold requirements below, taking into account their cumulative effects. HUD will consider an exception only after the recipient has provided the following documentation:

- a) A disclosure of the nature of the conflict, accompanied by an assurance that has been public disclosure of the conflict and a description of how the public disclosure was made; and
- b) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

In determining whether to grant a requested CDBG conflict exception, HUD will take into account the cumulative effect of the following factors, as applicable:

- a) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b) Whether an opportunity was provided for open competitive bidding or negotiation;
- c) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- d) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
- e) Whether the interest or benefit was present before the affected person was in a position as described in the first paragraph of this acknowledgement.
- f) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- g) Any other relevant considerations.

Similar and additional factors apply in considering factors for exceptions in the case of HOME conflicts:

- (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
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(f) *Owners and Developers.* (1) No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, developer or sponsor) whether private, for profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

(2) *Exceptions.* Upon written request of a housing owner or developer, the participating jurisdiction (or State recipient, if authorized by the State participating jurisdiction) may grant an exception to the provisions of paragraph (f)(1) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of the owner's or developer's HOME-assisted project. In determining whether to grant a requested exception, the participating jurisdiction shall consider the following factors:

(i) Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(ii) Whether the person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted housing in question;

(iii) Whether the tenant protection requirements of § 92.253 are being observed;

(iv) Whether the affirmative marketing requirements of § 92.351 are being observed and followed; and

(v) Any other factor relevant to the participating jurisdiction's determination, including the timing of the requested exception.

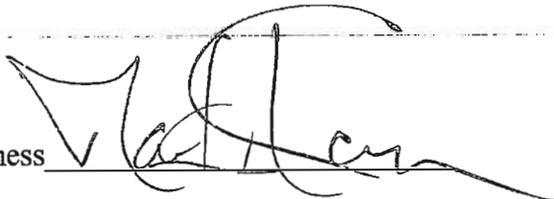
Acknowledged


Committee Member

Date

4/2/15

Witness



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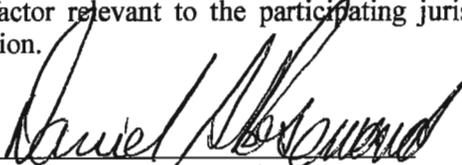
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Acknowledged


Committee Member

Date

2-2-15

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(6) Any other relevant considerations.

(f) *Owners and Developers.* (1) No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, developer or sponsor) whether private, for profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

(2) *Exceptions.* Upon written request of a housing owner or developer, the participating jurisdiction (or State recipient, if authorized by the State participating jurisdiction) may grant an exception to the provisions of paragraph (f)(1) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of the owner's or developer's HOME-assisted project. In determining whether to grant a requested exception, the participating jurisdiction shall consider the following factors:

(i) Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(ii) Whether the person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted housing in question;

(iii) Whether the tenant protection requirements of § 92.253 are being observed;

(iv) Whether the affirmative marketing requirements of § 92.351 are being observed and followed; and

(v) Any other factor relevant to the participating jurisdiction's determination, including the timing of the requested exception.

Acknowledged Karen L. Santos
Committee Member

Date 4/2/2015

Witness [Signature]

NO CONFLICTS DECLARED

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE	
MAILING ADDRESS		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY	COUNTY	<input type="checkbox"/> CITY	<input type="checkbox"/> COUNTY
		<input type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED		NAME OF POLITICAL SUBDIVISION:	
		MY POSITION IS:	
		<input type="checkbox"/> ELECTIVE	<input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 _____:

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- ___ inured to the special gain or loss of my business associate, _____;
- ___ inured to the special gain or loss of my relative, _____;
- ___ inured to the special gain or loss of _____, by
whom I am retained; or
- ___ inured to the special gain or loss of _____, which
is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for HOME Funding

Name of Organization: OASIS OF HOPE CDC, INC.

Amount of Funding Requested: \$100,000

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **100 points** and the following criteria:

Housing Needs (20 points): 20 Points

1. Proposed project addresses market concerns. Analysis clearly documents an inadequate supply of affordable, decent, safe, and sanitary housing stock to serve low and moderate households (owners or renters) that the proposed project would address. Long-term population trends and demographic projections have been taken into account and documented.
2. Proposal shows that the project meets housing needs and priorities that are established in the Consolidated Plan.
3. Discussion indicates alternative projects were considered and the applicant provides a strong rationale for the choice of developing this particular project versus other alternative projects.
4. Applicant describes how the proposed project will show quantifiable, measurable outcomes to meet HUD reporting requirements. A cost/benefit analysis indicates that the project is the best use of public funds.
5. Serious efforts to accomplish the leveraging of non-HOME funds to support the project are documented. Other possible resources available to help address the need have been considered.

Project Benefit (20 points): 15 Points

A proposal will receive points based on the number and income level of beneficiaries. Beneficiaries having incomes at 30% of area median income (AMI) or below will be given a weighted score multiplier of 4 per unit, beneficiaries having incomes at 31-50% will be given a weighted score multiplier of 3 per unit, beneficiaries having incomes at 51-60% will be given a weighted score multiplier of 2 per unit, and beneficiaries having incomes at 61-80% will be given a weighted score multiplier of 1 per unit. A higher percentage of eligible units that targets very low-income project beneficiaries will score more points than a project that has a high percentage of units targeting higher income beneficiaries.

The proposal must specifically identify the number and targeted income level of the beneficiaries to be served by the project.

Project Strategy (20 points)

5 Points

1. The proposal shows appropriateness for area housing market (rehabilitation versus new construction or addressing vacant buildings) and appropriateness of size of development for the community.
2. The project includes a well-reasoned, cost-effective, appropriate, and achievable strategy.
3. The proposal demonstrates that the project is located in an area that provides project beneficiaries access to essential community services, for example: schools, medical services, shopping, and transportation.
4. The proposal identifies innovative strategies in the project's planning and design. Innovative strategies may include: energy conservation measures, value engineering measures, the use of longer lasting materials, other cost effective measures, enhanced physical accessibility, land use, aesthetically pleasing and/or historically correct design elements, financing, partnerships or other approaches the applicant believes to be an innovative practice.

Development Capacity (20 points):

0 Points

1. Proposal clearly indicates the project will be undertaken by a stable, self-sufficient organization with a demonstrated track record and personnel experienced in completing quality development and/or management of low-income housing.
2. All potential environmental, regulatory, and technical issues which could impact the timely start-up and successful implementation of project activities are being considered.
3. Applicant demonstrates that the project will be completed within the contract period. More points will be awarded to applicants who most clearly demonstrate a readiness to proceed.
4. Applicant provides evidence of firm site control and provides evidence that site is properly zoned.
5. Applicant has provides construction plans and detailed work description for all projects containing construction activity. 8 ½" x 11" floor plans and site plan of construction project drawn to scale are provided.
6. The applicant has successfully managed past HOME funding awards. The applicant successfully fulfilled its commitments from prior grant awards.

Financial Management (20 points):

5 Points

1. Applicant provides firm evidence of interim and permanent financing commitments to ensure the viability of the project.
- ~~2. Proposal demonstrates the total project budget is adequate to complete project as described, and fulfill need stated by entity.~~
3. Applicant demonstrates that HOME funding is providing gap financing.
4. Eligible match in the amount of 25% of requested grant has been adequately addressed.
5. Proposal shows HOME dollars are leveraged to the maximum extent possible.
6. Commitment letters from all non-HOME sources of funds are included.

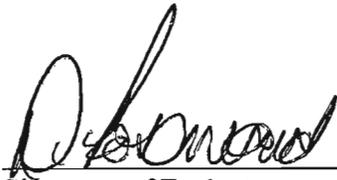
7. The Uses of Funds demonstrates the applicant has made realistic assumptions and considered all costs associated with the project.

The applicant demonstrates that a minimum of funds will be budgeted as soft costs in comparison with other applications in the same round of competition (development fees, attorneys, consultants, architects, etc.).

TOTAL 45

List the reason for this evaluation (justify the rating/scoring)

ENTITY DOES NOT HAVE SITE CONTROL



Signature of Evaluator

4-2-15

Date

DANIEL A. ROSEMOND

Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for HOME Funding

Name of Organization: OASIS OF HOPE

Amount of Funding Requested: \$100,000

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of 100 points and the following criteria:

Housing Needs (20 points): 14 Points

- ✓ 1. Proposed project addresses market concerns. Analysis clearly documents an inadequate supply of affordable, decent, safe, and sanitary housing stock to serve low and moderate households (owners or renters) that the proposed project would address. Long-term population trends and demographic projections have been taken into account and documented.
- ✓ 2. Proposal shows that the project meets housing needs and priorities that are established in the Consolidated Plan.
- 3. Discussion indicates alternative projects were considered and the applicant provides a strong rationale for the choice of developing this particular project versus other alternative projects.
- 4. Applicant describes how the proposed project will show quantifiable, measurable outcomes to meet HUD reporting requirements. A cost/benefit analysis indicates that the project is the best use of public funds.
- 5. Serious efforts to accomplish the leveraging of non-HOME funds to support the project are documented. Other possible resources available to help address the need have been considered.

Project Benefit (20 points): 4 Points

A proposal will receive points based on the number and income level of beneficiaries. Beneficiaries having incomes at 30% of area median income (AMI) or below will be given a weighted score multiplier of 4 per unit, beneficiaries having incomes at 31-50% will be given a weighted score multiplier of 3 per unit, beneficiaries having incomes at 51-60% will be given a weighted score multiplier of 2 per unit, and beneficiaries having incomes at 61-80% will be given a weighted score multiplier of 1 per unit. A higher percentage of eligible units that targets very low-income project beneficiaries will score more points than a project that has a high percentage of units targeting higher income beneficiaries.

The proposal must specifically identify the number and targeted income level of the beneficiaries to be served by the project.

Project Strategy (20 points)

17 Points

- 1. The proposal shows appropriateness for area housing market (rehabilitation versus new construction or addressing vacant buildings) and appropriateness of size of development for the community.
- 2. ✓ The project includes a well-reasoned, cost-effective, appropriate, and achievable strategy.
- 3. ✓ The proposal demonstrates that the project is located in an area that provides project beneficiaries access to essential community services, for example: schools, medical services, shopping, and transportation.
- 4. ✓ The proposal identifies innovative strategies in the project's planning and design. Innovative strategies may include: energy conservation measures, value engineering measures, the use of longer lasting materials, other cost effective measures, enhanced physical accessibility, land use, aesthetically pleasing and/or historically correct design elements, financing, partnerships or other approaches the applicant believes to be an innovative practice.

Development Capacity (20 points):

18 Points

- 1. ✓ Proposal clearly indicates the project will be undertaken by a stable, self-sufficient organization with a demonstrated track record and personnel experienced in completing quality development and/or management of low-income housing.
- 2. ✓ All potential environmental, regulatory, and technical issues which could impact the timely start-up and successful implementation of project activities are being considered.
- 3. ✓ Applicant demonstrates that the project will be completed within the contract period. More points will be awarded to applicants who most clearly demonstrate a readiness to proceed.
- 4. ✓ Applicant provides evidence of firm site control and provides evidence that site is properly zoned.
- 5. ✓ Applicant has provides construction plans and detailed work description for all projects containing construction activity. 8 1/2" x 11" floor plans and site plan of construction project drawn to scale are provided.
- 6. The applicant has successfully managed past HOME funding awards. The applicant successfully fulfilled its commitments from prior grant awards.

Financial Management (20 points):

20 Points

- 1. ✓ Applicant provides firm evidence of interim and permanent financing commitments to ensure the viability of the project.
- 2. ✓ ~~Proposal demonstrates the total project budget is adequate to complete project as described, and fulfill need stated by entity.~~
- 3. ✓ Applicant demonstrates that HOME funding is providing gap financing.
- 4. ✓ Eligible match in the amount of 25% of requested grant has been adequately addressed.
- 5. ✓ Proposal shows HOME dollars are leveraged to the maximum extent possible.
- 6. ✓ Commitment letters from all non-HOME sources of funds are included.

7. The Uses of Funds demonstrates the applicant has made realistic assumptions and considered all costs associated with the project.

The applicant demonstrates that a minimum of funds will be budgeted as soft costs in comparison with other applications in the same round of competition (development fees, attorneys, consultants, architects, etc.).

TOTAL 73

List the reason for this evaluation (justify the rating/scoring)

Karen L. Santen 4/1/15
Signature of Evaluator Date

KAREN L. SANTEN
Print Name

RANKING / EVALUATION FORM

**Office of Housing and Urban Improvement
Request for Proposals for HOME Funding**

Name of Organization: Oasis of Hope

Amount of Funding Requested: \$100,000

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **100 points** and the following criteria:

Housing Needs (20 points): 20 Points

1. Proposed project addresses market concerns. Analysis clearly documents an inadequate supply of affordable, decent, safe, and sanitary housing stock to serve low and moderate households (owners or renters) that the proposed project would address. Long-term population trends and demographic projections have been taken into account and documented.
2. Proposal shows that the project meets housing needs and priorities that are established in the Consolidated Plan.
3. Discussion indicates alternative projects were considered and the applicant provides a strong rationale for the choice of developing this particular project versus other alternative projects.
4. Applicant describes how the proposed project will show quantifiable, measurable outcomes to meet HUD reporting requirements. A cost/benefit analysis indicates that the project is the best use of public funds.
5. Serious efforts to accomplish the leveraging of non-HOME funds to support the project are documented. Other possible resources available to help address the need have been considered.

Project Benefit (20 points): 4 Points

A proposal will receive points based on the number and income level of beneficiaries. Beneficiaries having incomes at 30% of area median income (AMI) or below will be given a weighted score multiplier of 4 per unit, beneficiaries having incomes at 31-50% will be given a weighted score multiplier of 3 per unit, beneficiaries having incomes at 51-60% will be given a weighted score multiplier of 2 per unit, and beneficiaries having incomes at 61-80% will be given a weighted score multiplier of 1 per unit. A higher percentage of eligible units that targets very low-income project beneficiaries will score more points than a project that has a high percentage of units targeting higher income beneficiaries.

The proposal must specifically identify the number and targeted income level of the beneficiaries to be served by the project.

Project Strategy (20 points)

20 Points

1. The proposal shows appropriateness for area housing market (rehabilitation versus new construction or addressing vacant buildings) and appropriateness of size of development for the community.
2. The project includes a well-reasoned, cost-effective, appropriate, and achievable strategy.
3. The proposal demonstrates that the project is located in an area that provides project beneficiaries access to essential community services, for example: schools, medical services, shopping, and transportation.
4. The proposal identifies innovative strategies in the project's planning and design. Innovative strategies may include: energy conservation measures, value engineering measures, the use of longer lasting materials, other cost effective measures, enhanced physical accessibility, land use, aesthetically pleasing and/or historically correct design elements, financing, partnerships or other approaches the applicant believes to be an innovative practice.

Development Capacity (20 points):

10 Points

1. Proposal clearly indicates the project will be undertaken by a stable, self-sufficient organization with a demonstrated track record and personnel experienced in completing quality development and/or management of low-income housing.
2. All potential environmental, regulatory, and technical issues which could impact the timely start-up and successful implementation of project activities are being considered.
3. Applicant demonstrates that the project will be completed within the contract period. More points will be awarded to applicants who most clearly demonstrate a readiness to proceed.
4. Applicant provides evidence of firm site control and provides evidence that site is properly zoned.
5. Applicant has provides construction plans and detailed work description for all projects containing construction activity. 8 1/2" x 11" floor plans and site plan of construction project drawn to scale are provided.
6. The applicant has successfully managed past HOME funding awards. The applicant successfully fulfilled its commitments from prior grant awards.

NO

Financial Management (20 points):

10 Points

1. Applicant provides firm evidence of interim and permanent financing commitments to ensure the viability of the project.
2. Proposal demonstrates the total project budget is adequate to complete project as described, and fulfill need stated by entity.
3. Applicant demonstrates that HOME funding is providing gap financing.
4. Eligible match in the amount of 25% of requested grant has been adequately addressed.
5. Proposal shows HOME dollars are leveraged to the maximum extent possible.
6. Commitment letters from all non-HOME sources of funds are included.

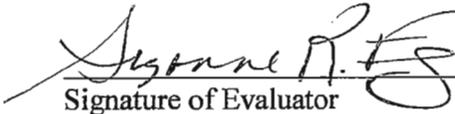
NO - Regent Bank

7. The Uses of Funds demonstrates the applicant has made realistic assumptions and considered all costs associated with the project.

The applicant demonstrates that a minimum of funds will be budgeted as soft costs in comparison with other applications in the same round of competition (development fees, attorneys, consultants, architects, etc.).

TOTAL 64

List the reason for this evaluation (justify the rating/scoring)


Signature of Evaluator

4/1/15
Date

Suzanne R. Fejes
Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for HOME Funding

Name of Organization: HABITAT FOR HUMANITY OF BROWARD

Amount of Funding Requested: _____

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **100 points** and the following criteria:

Housing Needs (20 points): 20 Points

1. Proposed project addresses market concerns. Analysis clearly documents an inadequate supply of affordable, decent, safe, and sanitary housing stock to serve low and moderate households (owners or renters) that the proposed project would address. Long-term population trends and demographic projections have been taken into account and documented.
2. Proposal shows that the project meets housing needs and priorities that are established in the Consolidated Plan.
3. Discussion indicates alternative projects were considered and the applicant provides a strong rationale for the choice of developing this particular project versus other alternative projects.
4. Applicant describes how the proposed project will show quantifiable, measurable outcomes to meet HUD reporting requirements. A cost/benefit analysis indicates that the project is the best use of public funds.
5. Serious efforts to accomplish the leveraging of non-HOME funds to support the project are documented. Other possible resources available to help address the need have been considered.

Project Benefit (20 points): 20 Points

A proposal will receive points based on the number and income level of beneficiaries. Beneficiaries having incomes at 30% of area median income (AMI) or below will be given a weighted score multiplier of 4 per unit, beneficiaries having incomes at 31-50% will be given a weighted score multiplier of 3 per unit, beneficiaries having incomes at 51-60% will be given a weighted score multiplier of 2 per unit, and beneficiaries having incomes at 61-80% will be given a weighted score multiplier of 1 per unit. A higher percentage of eligible units that targets very low-income project beneficiaries will score more points than a project that has a high percentage of units targeting higher income beneficiaries.

The proposal must specifically identify the number and targeted income level of the beneficiaries to be served by the project.

Project Strategy (20 points)

20 Points

1. The proposal shows appropriateness for area housing market (rehabilitation versus new construction or addressing vacant buildings) and appropriateness of size of development for the community.
2. The project includes a well-reasoned, cost-effective, appropriate, and achievable strategy.
3. The proposal demonstrates that the project is located in an area that provides project beneficiaries access to essential community services, for example: schools, medical services, shopping, and transportation.
4. The proposal identifies innovative strategies in the project's planning and design. Innovative strategies may include: energy conservation measures, value engineering measures, the use of longer lasting materials, other cost effective measures, enhanced physical accessibility, land use, aesthetically pleasing and/or historically correct design elements, financing, partnerships or other approaches the applicant believes to be an innovative practice.

Development Capacity (20 points):

20 Points

1. Proposal clearly indicates the project will be undertaken by a stable, self-sufficient organization with a demonstrated track record and personnel experienced in completing quality development and/or management of low-income housing.
2. All potential environmental, regulatory, and technical issues which could impact the timely start-up and successful implementation of project activities are being considered.
3. Applicant demonstrates that the project will be completed within the contract period. More points will be awarded to applicants who most clearly demonstrate a readiness to proceed.
4. Applicant provides evidence of firm site control and provides evidence that site is properly zoned.
5. Applicant has provides construction plans and detailed work description for all projects containing construction activity. 8 1/2" x 11" floor plans and site plan of construction project drawn to scale are provided.
6. The applicant has successfully managed past HOME funding awards. The applicant successfully fulfilled its commitments from prior grant awards.

Financial Management (20 points):

15 Points

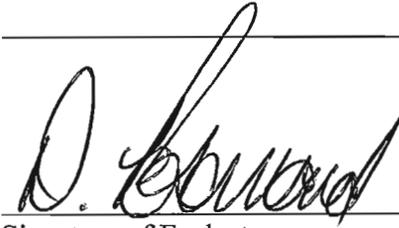
1. Applicant provides firm evidence of interim and permanent financing commitments to ensure the viability of the project.
- ~~2. Proposal demonstrates the total project budget is adequate to complete project as described, and fulfill need stated by entity.~~
3. Applicant demonstrates that HOME funding is providing gap financing.
4. Eligible match in the amount of 25% of requested grant has been adequately addressed.
5. Proposal shows HOME dollars are leveraged to the maximum extent possible.
6. Commitment letters from all non-HOME sources of funds are included.

7. The Uses of Funds demonstrates the applicant has made realistic assumptions and considered all costs associated with the project.

The applicant demonstrates that a minimum of funds will be budgeted as soft costs in comparison with other applications in the same round of competition (development fees, attorneys, consultants, architects, etc.).

TOTAL 95

List the reason for this evaluation (justify the rating/scoring)



Signature of Evaluator

4-2-15

Date

DANIEL A. ROSEMOND

Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for HOME Funding

Name of Organization: HABITAT FOR HUMANITY

Amount of Funding Requested: \$70,000

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **100 points** and the following criteria:

Housing Needs (20 points): 20 Points

- ✓ Proposed project addresses market concerns. Analysis clearly documents an inadequate supply of affordable, decent, safe, and sanitary housing stock to serve low and moderate households (owners or renters) that the proposed project would address. Long-term population trends and demographic projections have been taken into account and documented.
- ✓ Proposal shows that the project meets housing needs and priorities that are established in the Consolidated Plan.
- ✓ Discussion indicates alternative projects were considered and the applicant provides a strong rationale for the choice of developing this particular project versus other alternative projects.
- ✓ Applicant describes how the proposed project will show quantifiable, measurable outcomes to meet HUD reporting requirements. A cost/benefit analysis indicates that the project is the best use of public funds.
- ✓ Serious efforts to accomplish the leveraging of non-HOME funds to support the project are documented. Other possible resources available to help address the need have been considered.

Project Benefit (20 points): 14 Points

A proposal will receive points based on the number and income level of beneficiaries. Beneficiaries having incomes at 30% of area median income (AMI) or below will be given a weighted score multiplier of 4 per unit, beneficiaries having incomes at 31-50% will be given a weighted score multiplier of 3 per unit, beneficiaries having incomes at 51-60% will be given a weighted score multiplier of 2 per unit, and beneficiaries having incomes at 61-80% will be given a weighted score multiplier of 1 per unit. A higher percentage of eligible units that targets very low-income project beneficiaries will score more points than a project that has a high percentage of units targeting higher income beneficiaries.

The proposal must specifically identify the number and targeted income level of the beneficiaries to be served by the project.

Project Strategy (20 points)

20 Points

- ✓ 1. The proposal shows appropriateness for area housing market (rehabilitation versus new construction or addressing vacant buildings) and appropriateness of size of development for the community.
- ✓ 2. The project includes a well-reasoned, cost-effective, appropriate, and achievable strategy.
- ✓ 3. The proposal demonstrates that the project is located in an area that provides project beneficiaries access to essential community services, for example: schools, medical services, shopping, and transportation.
- ✓ 4. The proposal identifies innovative strategies in the project's planning and design. Innovative strategies may include: energy conservation measures, value engineering measures, the use of longer lasting materials, other cost effective measures, enhanced physical accessibility, land use, aesthetically pleasing and/or historically correct design elements, financing, partnerships or other approaches the applicant believes to be an innovative practice.

Development Capacity (20 points):

18 Points

- ✓ 1. Proposal clearly indicates the project will be undertaken by a stable, self-sufficient organization with a demonstrated track record and personnel experienced in completing quality development and/or management of low-income housing.
- ✓ 2. All potential environmental, regulatory, and technical issues which could impact the timely start-up and successful implementation of project activities are being considered.
- ✓ 3. Applicant demonstrates that the project will be completed within the contract period. More points will be awarded to applicants who most clearly demonstrate a readiness to proceed.
- ✓ 4. Applicant provides evidence of firm site control and provides evidence that site is properly zoned.
- ✓ 5. Applicant has provides construction plans and detailed work description for all projects containing construction activity. 8 ½" x 11" floor plans and site plan of construction project drawn to scale are provided.
6. The applicant has successfully managed past HOME funding awards. The applicant successfully fulfilled its commitments from prior grant awards.

Financial Management (20 points):

20 Points

- ✓ 1. Applicant provides firm evidence of interim and permanent financing commitments to ensure the viability of the project.
- ✓ 2. Proposal demonstrates the total project budget is adequate to complete project as described, and fulfill need stated by entity.
- ✓ 3. Applicant demonstrates that HOME funding is providing gap financing.
- ✓ 4. Eligible match in the amount of 25% of requested grant has been adequately addressed.
- ✓ 5. Proposal shows HOME dollars are leveraged to the maximum extent possible.
- ✓ 6. Commitment letters from all non-HOME sources of funds are included.

7. The Uses of Funds demonstrates the applicant has made realistic assumptions and considered all costs associated with the project.

The applicant demonstrates that a minimum of funds will be budgeted as soft costs in comparison with other applications in the same round of competition (development fees, attorneys, consultants, architects, etc.).

TOTAL 92

List the reason for this evaluation (justify the rating/scoring)

Karen L. Santen 4/1/15
Signature of Evaluator Date

KAREN L. SANTEN
Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for HOME Funding

Name of Organization: Habitat for Humanity

Amount of Funding Requested: \$70,000

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of 100 points and the following criteria:

Housing Needs (20 points): 20 Points

1. Proposed project addresses market concerns. Analysis clearly documents an inadequate supply of affordable, decent, safe, and sanitary housing stock to serve low and moderate households (owners or renters) that the proposed project would address. Long-term population trends and demographic projections have been taken into account and documented.
2. Proposal shows that the project meets housing needs and priorities that are established in the Consolidated Plan.
3. Discussion indicates alternative projects were considered and the applicant provides a strong rationale for the choice of developing this particular project versus other alternative projects.
4. Applicant describes how the proposed project will show quantifiable, measurable outcomes to meet HUD reporting requirements. A cost/benefit analysis indicates that the project is the best use of public funds.
5. Serious efforts to accomplish the leveraging of non-HOME funds to support the project are documented. Other possible resources available to help address the need have been considered.

Project Benefit (20 points): 11 Points

A proposal will receive points based on the number and income level of beneficiaries. Beneficiaries having incomes at 30% of area median income (AMI) or below will be given a weighted score multiplier of 4 per unit, beneficiaries having incomes at 31-50% will be given a weighted score multiplier of 3 per unit, beneficiaries having incomes at 51-60% will be given a weighted score multiplier of 2 per unit, and beneficiaries having incomes at 61-80% will be given a weighted score multiplier of 1 per unit. A higher percentage of eligible units that targets very low-income project beneficiaries will score more points than a project that has a high percentage of units targeting higher income beneficiaries.

The proposal must specifically identify the number and targeted income level of the beneficiaries to be served by the project.

Project Strategy (20 points)

20 Points

1. The proposal shows appropriateness for area housing market (rehabilitation versus new construction or addressing vacant buildings) and appropriateness of size of development for the community.
2. The project includes a well-reasoned, cost-effective, appropriate, and achievable strategy.
3. The proposal demonstrates that the project is located in an area that provides project beneficiaries access to essential community services, for example: schools, medical services, shopping, and transportation.
4. The proposal identifies innovative strategies in the project's planning and design. Innovative strategies may include: energy conservation measures, value engineering measures, the use of longer lasting materials, other cost effective measures, enhanced physical accessibility, land use, aesthetically pleasing and/or historically correct design elements, financing, partnerships or other approaches the applicant believes to be an innovative practice.

Development Capacity (20 points):

20 Points

1. Proposal clearly indicates the project will be undertaken by a stable, self-sufficient organization with a demonstrated track record and personnel experienced in completing quality development and/or management of low-income housing.
2. All potential environmental, regulatory, and technical issues which could impact the timely start-up and successful implementation of project activities are being considered.
3. Applicant demonstrates that the project will be completed within the contract period. More points will be awarded to applicants who most clearly demonstrate a readiness to proceed.
4. Applicant provides evidence of firm site control and provides evidence that site is properly zoned. *Yes*
5. Applicant has provides construction plans and detailed work description for all projects containing construction activity. 8 1/2" x 11" floor plans and site plan of construction project drawn to scale are provided.
6. The applicant has successfully managed past HOME funding awards. The applicant successfully fulfilled its commitments from prior grant awards.

Financial Management (20 points):

18 Points

1. Applicant provides firm evidence of interim and permanent financing commitments to ensure the viability of the project. *92%*
2. ~~Proposal demonstrates the total project budget is adequate to complete project as described, and fulfill need stated by entity.~~
3. Applicant demonstrates that HOME funding is providing gap financing.
4. Eligible match in the amount of 25% of requested grant has been adequately addressed.
5. Proposal shows HOME dollars are leveraged to the maximum extent possible.
6. Commitment letters from all non-HOME sources of funds are included.

7. The Uses of Funds demonstrates the applicant has made realistic assumptions and considered all costs associated with the project.

The applicant demonstrates that a minimum of funds will be budgeted as soft costs in comparison with other applications in the same round of competition (development fees, attorneys, consultants, architects, etc.).

TOTAL 89

List the reason for this evaluation (justify the rating/scoring)

Suzanne R. Fejs
Signature of Evaluator

4/1/15
Date

Suzanne R. Fejs
Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: LIGHT OF THE WORLD CLINIC, INC.

Amount of Funding Requested: \$15,000

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- **Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.**

30

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

20

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

10

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 90

List the reason for this evaluation (justify the rating/scoring)

D. Rosemond

Signature of Evaluator

4-2-15

Date

DANIEL A. ROSEMOND

Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: Luz Del Mundo

Amount of Funding Requested: \$15,000

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging: **30 Points Maximum**

- **Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.**

30

15,000
15,000

Percentage of budget funded with CDBG:

- 100% - 0 points
- 75% - 99% - 5 points
- 50% - 74% - 10 points
- 26% - 49% - 15 points
- 25% or less - 30 points

15,000
82,071

18%

Quality/Cost Effectiveness **30 Points Maximum**

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

30

Experience/Community Support **20 Points Maximum**

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

20

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 110

List the reason for this evaluation (justify the rating/scoring)

Suzanne R. Fejes 4/1/15
 Signature of Evaluator Date

Suzanne R. Fejes
 Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: LDZ DEL MUNDO

Amount of Funding Requested: \$15,000

RFP APPLICATION RANKING - SCORING CRITERIA HEALTH CARE EDUCATION

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging: 30 Points Maximum

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced. 30
Percentage of budget funded with CDBG:
100% - 0 points
75% - 99% - 5 points
50% - 74% - 10 points
26% - 49% - 15 points
25% or less - 30 points

Quality/Cost Effectiveness 30 Points Maximum

- ① Design of the program provides maximum benefit for clients to be served ② Program or enhancements that do not duplicate an existing service/program/activity.
③ Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)
- 150 OUTREACH 12 MONTHS
75 MEDICAL \$5 PER CLIENT
EXPANDED IN 2014 PER MONTH

Experience/Community Support 20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community. 18

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

5

TOTAL 101

List the reason for this evaluation (justify the rating/scoring)

^{EXCELLENT}
~~GOOD~~ OUTCOMES & MEASUREMENT!
 EXCELLENT NARRATIVES & DISCRPTIONS

Karen L. Santen 4/1/15
 Signature of Evaluator Date

KAREN L. SANTEN
 Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: WOMEN IN DISTRESS OF BROWARD COUNTY

Amount of Funding Requested: \$30,000

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- **Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.**

30

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

10

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

10

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 80

List the reason for this evaluation (justify the rating/scoring)



Signature of Evaluator

4-2-15

Date

DANIEL A. ROSEMOND

Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: WOMEN IN DISTRESS

Amount of Funding Requested: \$30,000

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging: **30 Points Maximum**

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

30

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

2% ? 319 SHELTER NIGHTS BY 94 PER NT

Quality/Cost Effectiveness **30 Points Maximum**

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity.

30

ONLY SERVICE IN BROW

- Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

12 MONTHS 90% L/M I 20% INCREASE W SERVICES

Experience/Community Support **20 Points Maximum**

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources,

20

40 YR organizations years of experience, leadership, management history and support letters from community.

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

8

TOTAL 108

List the reason for this evaluation (justify the rating/scoring)

GOOD OUTCOMES & EVALUATION PROCESS

Karen L. Sauter 4/1/15
Signature of Evaluator Date

KAREN L. SAUTER
Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: Women in Distress

Amount of Funding Requested: 30,000

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging: **30 Points Maximum**

- **Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.**

30

Percentage of budget funded with CDBG:

- 100% - 0 points
- 75% - 99% - 5 points
- 50% - 74% - 10 points
- 26% - 49% - 15 points
- 25% or less - 30 points

$\frac{30,000}{1,487,020} \approx 2\%$

Quality/Cost Effectiveness **30 Points Maximum**

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

30

Experience/Community Support **20 Points Maximum**

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

20

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL

110

List the reason for this evaluation (justify the rating/scoring)

Suzanne R. Fejes
Signature of Evaluator

4/1/15
Date

Suzanne R. Fejes
Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: TAYLOR'S CLOSET FOUNDATION

Amount of Funding Requested: \$20,000

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

30

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

20

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

5

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20

Bonus Points

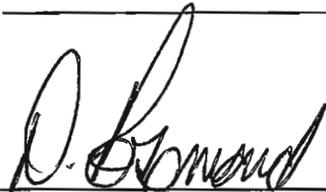
10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 85

List the reason for this evaluation (justify the rating/scoring)



Signature of Evaluator

4-2-15

Date

DANIEL A. ROSEMOND

Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: TAYLOR'S CLOSET FOUND.

Amount of Funding Requested: \$ 20,000

RFP APPLICATION RANKING - SCORING CRITERIA *LIFE SKILLS FOR GIRLS & CLOTHES*

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging: 30 Points Maximum

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

30

Percentage of budget funded with CDBG:

- 100% - 0 points
- 75% - 99% - 5 points
- 50% - 74% - 10 points
- 26% - 49% - 15 points
- 25% or less - 30 points

18% 4x12 WEEK \$120

Quality/Cost Effectiveness 30 Points Maximum

- ① Design of the program provides maximum benefit for clients to be served
- ② Program or enhancements that do not duplicate an existing service/program/activity.
- ③ Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

SERVED 84 NO DUPLICATION!

\$ PER CLIENT PER MONTH

25

Experience/Community Support 20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

PRE/POST

GOOD

18

NOVE (3)

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

~~0~~ 20

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL ~~9~~ 103

List the reason for this evaluation (justify the rating/scoring)

GOOD SCOPE OF WORK

NO DUPLICATION. GOOD PROGRESSION OF

PROGRAMS.

Karen L. Santen 4/1/15

Signature of Evaluator Date

KAREN SANTEN

Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: Taylor's Closet Foundation

Amount of Funding Requested: \$20,000

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

30

Percentage of budget funded with CDBG:

- 100% - 0 points
- 75% - 99% - 5 points
- 50% - 74% - 10 points
- 26% - 49% - 15 points
- 25% or less - 30 points

14-15 12,000
 13-14 10,000
 20,000 / 110,000 = 18%

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

30

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

20

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 110

List the reason for this evaluation (justify the rating/scoring)

Suzanne R. Fejes
Signature of Evaluator

4/1/15
Date

Suzanne R. Fejes
Print Name

★
AWARD MORE THAN REQUESTED (?)

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: SECOND CHANCE SOCIETY

Amount of Funding Requested: \$7,500

RFP APPLICATION RANKING - SCORING CRITERIA

HAND UP PROGRAM
TRAINING FOR HOMELESS

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

30

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

4% (?)

Quality/Cost Effectiveness

SERVED 50
12 MONTHS
\$12.50 PER CLIENT PER MONTH

30 Points Maximum

30

- ① Design of the program provides maximum benefit for clients to be served. ② Program or enhancements that do not duplicate an existing service/program/activity.
- ③ Activities that provide a new or quantifiable/increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

33%

Experience/Community Support

GOOD TRACKING SYSTEM

20 Points Maximum

- Ability to manage the project if funded; areas to VERY GOOD consider are staff capabilities, other available resources,

20

14 YRS. organizations years of experience, leadership, management history and support letters from community.

EXCELLENT SUPPORT LETTERS

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

15

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL

~~110~~ 105 K.S

List the reason for this evaluation (justify the rating/scoring)

GOOD COORDINATION WITH OTHER ORGANIZATIONS
OFFERS LOGICAL NEXT STEP IN PROCESS.
GOOD OUTCOME TRACKING & SCOPE

Karen L. Santa 4/1/15
Signature of Evaluator Date

Karen L. Santa
Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: SECOND CHANCE SOCIETY, INC.

Amount of Funding Requested: \$7,500 (PUBLIC SERVICES)

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- ***Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.***

30

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

30

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

20

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

15

Bonus Points

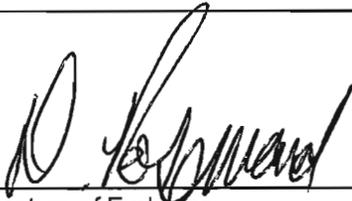
10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 105

List the reason for this evaluation (justify the rating/scoring)



Signature of Evaluator

4-2-15

Date

DANIEL A. ROSEMOND

Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: Second Chance Society

Amount of Funding Requested: 7,000 (p.2) 7500 (p.9)

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

30

Percentage of budget funded with CDBG:

- 100% - 0 points
- 75% - 99% - 5 points
- 50% - 74% - 10 points
- 26% - 49% - 15 points
- 25% or less - 30 points

13 - 6,000
 14 - 6,000
 15 - 6,000

7,000
 169,593 = 4%

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

30

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

20

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 110

List the reason for this evaluation (justify the rating/scoring)

Suzanne R. Fejes 4/1/15
 Signature of Evaluator Date

Suzanne R. Fejes
 Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: RUSSELL LIFE SKILLS & READING FOUNDATION, INC

Amount of Funding Requested: \$32,480 (PUBLIC SERVICES)

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- *Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.*

15

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

30

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

10 NM

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL ~~80~~ 85 *DL*

List the reason for this evaluation (justify the rating/scoring)

D. Rosemond
Signature of Evaluator

4-2-15
Date

DANIEL A. ROSEMOND
Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: Russell Life Skills + Reading Foundation

Amount of Funding Requested: \$32,480

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

15

Percentage of budget funded with CDBG:

- 100% - 0 points
- 75% - 99% - 5 points
- 50% - 74% - 10 points
- 26% - 49% - 15 points 31%
- 25% or less - 30 points

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

30

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

20

32,480
104,844

2013-14
10,000
2014-15
13,894

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 95

List the reason for this evaluation (justify the rating/scoring)

Suzanne R. Fejes
Signature of Evaluator

4/1/15
Date

Suzanne R. Fejes
Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: RUSSELL LIFE SKILLS + READING FOUND.

Amount of Funding Requested: \$32,480

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

15

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points 31%

25% or less - 30 points

Quality/Cost Effectiveness

SERVED 80

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

12 MONTHS
\$34 PER CLIENT PER MONTH

28

Experience/Community Support

95% SUCCESS RATE

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, 15 YRS organizations years of experience, leadership, management history and support letters from community. GOOD TIMETABLE

20

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

~~15~~ 20

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 93 ^{KS}

List the reason for this evaluation (justify the rating/scoring)

VERY GOOD OUTCOMES & SUCCESS RATE

GOOD EVALUATION PROCESS & SCOPE OF SERVICE

Karen E. Santen 4/1/15
Signature of Evaluator Date

KAREN SANTEN
Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: JAMEESHA BERNADIN - Pompano Post

Amount of Funding Requested: \$12,000 (PUBLIC SERVICES)

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- **Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.**

0

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

10 *AK*

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

0

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

5

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

5

TOTAL 20

List the reason for this evaluation (justify the rating/scoring)

THIS PROGRAM IS QUESTIONABLE REGARDING ITS ELIGIBILITY TO CDBG REQUIREMENTS.

D. Rosemond
Signature of Evaluator

4-2-15
Date

DANIEL A. ROSEMOND
Print Name

Question eligibility -
For-profit **RANKING/EVALUATION FORM**

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: Pompano Post

Amount of Funding Requested: \$12,000

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging: **30 Points Maximum**

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

10

Percentage of budget funded with CDBG:

- 100% - 0 points
- 75% - 99% - 5 points
- 50% - 74% - 10 points
- 26% - 49% - 15 points
- 25% or less - 30 points

15000/20000 = 75%

Quality/Cost Effectiveness **30 Points Maximum**

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

10

Experience/Community Support **20 Points Maximum**

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

10

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

5

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 45

List the reason for this evaluation (justify the rating/scoring)

Suzanne R. Fejes 4/1/15
 Signature of Evaluator Date

Suzanne R. Fejes
 Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: POMPANO POST

Amount of Funding Requested: \$12,000

RFP APPLICATION RANKING - SCORING CRITERIA

FOR PROFIT?

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

15

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

31%

Quality/Cost Effectiveness

SERVED (?)
50,000 + 12 MONTHS

30 Points Maximum

- ① Design of the program provides maximum benefit for clients to be served. ② Program or enhancements that do not duplicate an existing service/program/activity.
- ③ Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

~~2~~ ~~2~~ 2

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

~~2~~ ~~5~~ 10

2 YRS

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

5

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

7

TOTAL ~~57~~ 55

List the reason for this evaluation (justify the rating/scoring)

Karen L. Sante 4/1/15

Signature of Evaluator

Date

KAREN SANTE

Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: NEW HORIZON COMMUNITY DEV. CORP.

Amount of Funding Requested: \$41,000

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

10

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

10 *AL*

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

5

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20

Bonus Points

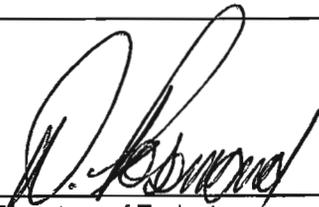
10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 55

List the reason for this evaluation (justify the rating/scoring)



 Signature of Evaluator

4-2-15

 Date

DANIEL A. ROSEMOND

 Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: NEW HORIZON COMMUNITY DEV. CORP.

Amount of Funding Requested: \$46,000 (OR \$41K?)

RFP APPLICATION RANKING - SCORING CRITERIA

SUMMER CAMP

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

10

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points 55%

26% - 49% - 15 points

25% or less - 30 points

Quality/Cost Effectiveness

#SERVED

80

3 MONTHS
\$191 PER
CLIENT
PER MONTH

30 Points Maximum

25

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity.
- Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

16 YRS

18

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL ~~78~~ 85

List the reason for this evaluation (justify the rating/scoring)

EXCELLENT OBJECTIVES & OUTCOMES
NICELY ORGANIZED SCOPE & BUSINESS

Karen L. Santen 4/1/15
Signature of Evaluator Date

KAREN L. SANTEN
Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: New Horizon CDC, Inc.

Amount of Funding Requested: \$46,000 (p.2), \$41,000 (p.10)

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

10

Percentage of budget funded with CDBG:

- 100% - 0 points
- 75% - 99% - 5 points
- 50% - 74% - 10 points 55% / 10
- 26% - 49% - 15 points
- 25% or less - 30 points

41,000
74,678

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

30

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

20

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL

90

List the reason for this evaluation (justify the rating/scoring)

Suzanne R. Fejes 4/1/15
 Signature of Evaluator Date

Suzanne R. Fejes
 Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: MOTIVATED UNIFIED SOUND IMPACTING COMM. INC.

Amount of Funding Requested: ?

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- **Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.**

10

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

5

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

0

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

5

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 30

List the reason for this evaluation (justify the rating/scoring)

BUDGET ^{SECTION} NOT COMPLETED.


 Signature of Evaluator

4-2-15
 Date

DANIEL A. ROSEMOND
 Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: Motivated Unified Sound

Amount of Funding Requested: \$15,000

After school + summer music comp.

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging: **30 Points Maximum**

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

10

Percentage of budget funded with CDBG:

- 100% - 0 points
- 75% - 99% - 5 points
- 50% - 74% - 10 points
- 26% - 49% - 15 points
- 25% or less - 30 points

Did not complete Budget

Quality/Cost Effectiveness **30 Points Maximum**

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

30

Experience/Community Support **20 Points Maximum**

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

15

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

5

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 60 70^{SF}

List the reason for this evaluation (justify the rating/scoring)

No budget

Suzanne R. Rojas 4/1/15
 Signature of Evaluator Date

Suzanne R. Rojas
 Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: MOTIVATED UNIFIED SOUND IMPACTING COMM.

Amount of Funding Requested: \$ 15,000

RFP APPLICATION RANKING - SCORING CRITERIA

AFTER SCHOOL MUSIC PROGRAM

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

MISSING
10 3

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

Quality/Cost Effectiveness # SERVED

12 MONTHS
\$ 25 PER
CLIENT
PER
MONTH

30 Points Maximum

25

- ① Design of the program provides maximum benefit for clients to be served
- ② Program or enhancements that do not duplicate an existing service/program/activity.
- ③ Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

Experience/Community Support

PROGRESS REPORTS

20 Points Maximum

15

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, 5 YRS. organizations years of experience, leadership, management history and support letters from community.

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

5

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

5

TOTAL

60

List the reason for this evaluation (justify the rating/scoring)

Karen L. Santa

Signature of Evaluator

4/1/15

Date

KAREN SANTEN

Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: LEARNING FOR SUCCESS, INC.

Amount of Funding Requested: \$10,500 (PUBLIC SERVICES)

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- ***Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.***

15

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

20

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

20

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20

Bonus Points

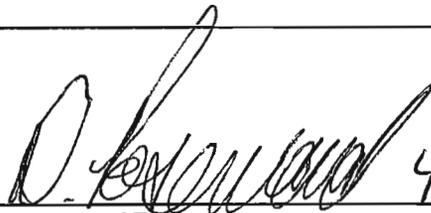
10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 85

List the reason for this evaluation (justify the rating/scoring)

 4-2-15
 Signature of Evaluator Date

DANIEL A. ROSEMOND
 Print Name

RANKING / EVALUATION FORM

**Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding**

Name of Organization: Learning For Success

Amount of Funding Requested: \$ 10,500

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

15

Percentage of budget funded with CDBG:

- 100% - 0 points
- 75% - 99% - 5 points
- 50% - 74% - 10 points
- 26% - 49% - 15 points
- 25% or less - 30 points

10,500
21,500
48.8%

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

25

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

20

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20 *20*

2014-15
6000
2013-14
4000

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 90

List the reason for this evaluation (justify the rating/scoring)

Suzanne R. Fejes 4/1/15
 Signature of Evaluator Date

Suzanne R. Fejes
 Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: LEARNING FOR SUCCESS

Amount of Funding Requested: \$10,500

RFP APPLICATION RANKING - SCORING CRITERIA

KAPOW

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

30

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

25%

\$1,00 PER MONTH
\$D. 70 PER CLIENT
PER MONTH

Quality/Cost Effectiveness

SERVED 370

30 Points Maximum

- ① Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity.
- ③ Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

28

85%

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

20

25

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

TOTAL 98

List the reason for this evaluation (justify the rating/scoring)

EXCELLENT LETTERS OF SUPPORT

Karen L. Sawten 4/1/15

Signature of Evaluator

Date

KAREN SAWTEN

Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: FEEDING SOUTH FLORIDA, INC.

Amount of Funding Requested: \$18,000

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging: **30 Points Maximum**

- **Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.**

0

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

Quality/Cost Effectiveness **30 Points Maximum**

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

30

Experience/Community Support **20 Points Maximum**

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

20

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

5

Bonus Points

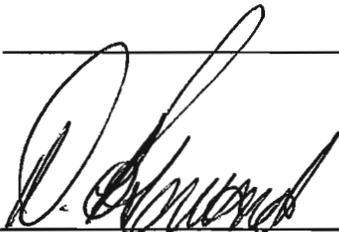
10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 65

List the reason for this evaluation (justify the rating/scoring)



Signature of Evaluator

4-2-15

Date

DANIEL A. ROSEMOND

Print Name

#7

Mobile Food
DIST

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: Feeding South Florida

Amount of Funding Requested: \$18,000

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

0

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

0 15 SF

Income certifs?

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

20

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

5

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 35 50^{SP}

List the reason for this evaluation (justify the rating/scoring)

Does not indicate how
income will be verified
No leverage

Suzanne R. Fejes 4/1/15
 Signature of Evaluator Date

Suzanne R. Fejes
 Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: FEEDING SOUTH FLORIDA

Amount of Funding Requested: \$18,000

RFP APPLICATION RANKING - SCORING CRITERIA FOOD PANTRY

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging: **30 Points Maximum**

- **Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.**
Percentage of budget funded with CDBG:
100% - 0 points
75% - 99% - 5 points
50% - 74% - 10 points
26% - 49% - 15 points
25% or less - 30 points

15 ?

12 MONTHS

Quality/Cost Effectiveness # SERVED 7,541 **30 Points Maximum**

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

28

Experience/Community Support **20 Points Maximum**

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

20

30 YRS

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

5

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 78

List the reason for this evaluation (justify the rating/scoring)

Karen L. Sauter 3/31/15
 Signature of Evaluator Date

KAREN L. SAUTER
 Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: COVENANT HOUSE FLORIDA, INC.

Amount of Funding Requested: \$20,000 (PUBLIC SERVICES)

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- ***Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.***

30

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

30

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

10

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

10

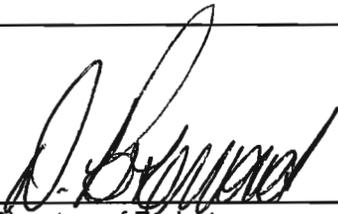
Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

TOTAL 20

List the reason for this evaluation (justify the rating/scoring)



 Signature of Evaluator

4-2-15

 Date

DANIEL A. ROSEMOND

 Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: Covenant House Florida, Inc

Amount of Funding Requested: \$20,000 (case manager
util + rent)

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following ^{8 kids - homeless} criteria:

Local Support/Leveraging:

30 Points Maximum

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

30

Percentage of budget funded with CDBG:

- 100% - 0 points
- 75% - 99% - 5 points
- 50% - 74% - 10 points
- 26% - 49% - 15 points
- 25% or less - 30 points

16.4%

20,000
120,081

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

30

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

20

2014-2015

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

15 ~~7~~

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 105

List the reason for this evaluation (justify the rating/scoring)

Suzanne R. Fejes 4/1/15
 Signature of Evaluator Date

Suzanne R. Fejes
 Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: COVENANT HOUSE

Amount of Funding Requested: \$ 20,000

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging: **30 Points Maximum**

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

30

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

16%

*\$ 200 PER CLIENT
100 CLIENTS
12 MONTHS
\$17 PER MONTH*

Quality/Cost Effectiveness

30 Points Maximum

- ① Design of the program provides maximum benefit for clients to be served. ② Program or enhancements that do not duplicate an existing service/program/activity.
- ③ Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

29

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

19

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

5

TOTAL 102

List the reason for this evaluation (justify the rating/scoring)

EXCELLENT APPLICATION.

SCOPE OF SERVICES - VERY GOOD

Karen L. Santen 3/31/15

Signature of Evaluator Date

KAREN L. SANTEN

Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: CHOICES NETWORK SYSTEMS, INC.

Amount of Funding Requested: \$15,000 (HOUSING)

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- ***Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.***

10

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

20

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

5

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

5

Bonus Points

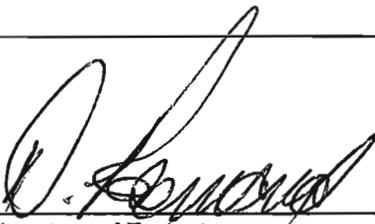
10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 50

List the reason for this evaluation (justify the rating/scoring)


 Signature of Evaluator

4-2-15
 Date

DANIEL A. ROSEMOND
 Print Name

Transitional Rental Assistance 18-23 (Attended College or Vocational School)

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: Choice Network Systems

Amount of Funding Requested: \$15000

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

10

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

55%

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

30

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

20

11 kids
~~12,000~~
15000 / 27000 =

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

5

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 75

List the reason for this evaluation (justify the rating/scoring)

Suzanne R. Fejes 4/1/15
 Signature of Evaluator Date

Suzanne R. Fejes
 Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: CHOICES NETWORK INDEPENDENT LIVING

Amount of Funding Requested: \$15,000

RFP APPLICATION RANKING - SCORING CRITERIA

JOB PLACEMENT
RENTAL ASSISTANCE

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

10

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points 55%

26% - 49% - 15 points

25% or less - 30 points

Quality/Cost Effectiveness # SERVED 11

\$1,360
PER CLIENT
12 MONTHS
\$100 PER MONTH

30 Points Maximum

- 1 Design of the program provides maximum benefit for clients to be served. 2 Program or enhancements that do not duplicate an existing service/program/activity.
- 3 Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

25

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

15

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

5

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL ~~55~~ 65

List the reason for this evaluation (justify the rating/scoring)

Karen L. Santen 4/1/15
Signature of Evaluator Date

KAREN SANTEN
Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: CITY OF POMPAHO BEACH PARKS & REC.

Amount of Funding Requested: \$79,600 (PUBLIC SERVICES)

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- ***Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.***

0

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

10

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

5

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

5

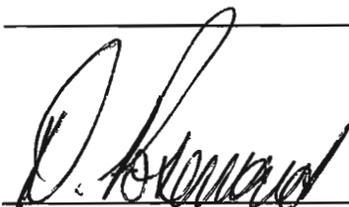
Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

TOTAL 20

List the reason for this evaluation (justify the rating/scoring)



Signature of Evaluator

4-2-15

Date

DANIEL A. ROSEMOND

Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: City of Pompano Beach - Sr. Citizen

Amount of Funding Requested: \$79,600

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- **Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.**

0

Percentage of budget funded with CDBG:

- 100% - 0 points
- 75% - 99% - 5 points
- 50% - 74% - 10 points
- 26% - 49% - 15 points
- 25% or less - 30 points

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

30

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

20

14-15 - 18,500
13-14 - 15,000
49120 - Fitness

0,480
Real on wheels

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20 *

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 80

List the reason for this evaluation (justify the rating/scoring)

No funds leveraged

* assume \$ expended by City

Suzanne R. Fejes 4/1/15
Signature of Evaluator Date

Suzanne R. Fejes
Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: COPB SENIOR PROGRAM

Amount of Funding Requested: \$79,600

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging: **30 Points Maximum**

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

0

Percentage of budget funded with CDBG:

- 100% - 0 points #100%
- 75% - 99% - 5 points
- 50% - 74% - 10 points
- 26% - 49% - 15 points
- 25% or less - 30 points

\$63 PER MONTH
#758 PER YEAR
CLIENT

Quality/Cost Effectiveness # SERVED 105 ALL YEAR **30 Points Maximum**

- ① Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity.
- ③ Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit) 100%

28

Experience/Community Support **20 Points Maximum**

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

18

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

5

TOTAL ~~65~~ 71

List the reason for this evaluation (justify the rating/scoring)

REQUESTED 100% OF PROJECT BUDGET

NO OTHER SOURCES OF FUNDING?

Signature of Evaluator

Date

Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: CITY OF POMPANO BEACH PARKS & RECREATION

Amount of Funding Requested: \$ 50,000 (PUBLIC SERVICES)

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- ***Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.***

0

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

10

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

5

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

5

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

TOTAL 20

List the reason for this evaluation (justify the rating/scoring)

NO COMMUNITY SUPPORT, NO INFO ON
STAFF CAPACITY

D. Rosemond 4-2-15
Signature of Evaluator Date

DANIEL A. ROSEMONI
Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: City Recreational and Cultural

Amount of Funding Requested: \$50,000

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging: **30 Points Maximum**

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

0

Percentage of budget funded with CDBG:

- 100% - 0 points
- 75% - 99% - 5 points
- 50% - 74% - 10 points
- 26% - 49% - 15 points
- 25% or less - 30 points

Quality/Cost Effectiveness **30 Points Maximum**

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

30

Experience/Community Support **20 Points Maximum**

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

20

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

~~20~~ 5 ^{SP}

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL ~~80~~ 65 ^{SP}

List the reason for this evaluation (justify the rating/scoring)

No leverage

Suzanne R. Fejes 4/1/15
Signature of Evaluator Date

Suzanne R. Fejes
Print Name

2013-
2014
19000

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: COPB PARKS + REC

Amount of Funding Requested: \$ 50,000

SUMMER CAMP

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

0

Percentage of budget funded with CDBG:

- 100% - 0 points \$ 100%
- 75% - 99% - 5 points
- 50% - 74% - 10 points
- 26% - 49% - 15 points
- 25% or less - 30 points

Quality/Cost Effectiveness # SERVED 500

\$100 PER CLIENT
3 MONTHS \$30 PER MONTH

30 Points Maximum

- ① Design of the program provides maximum benefit for clients to be served
- ② Program or enhancements that do not duplicate an existing service/program/activity.
- ③ Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

25

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

18

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

5

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

5

TOTAL 53

List the reason for this evaluation (justify the rating/scoring)

REQUESTED 100% OF PROJECT BUDGET.

NO INDICATION OF OTHER SUPPORT.

Karen L. Santen 3/31/15
Signature of Evaluator Date

KAREN SANTEN
Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: BROWARD SHERIFF'S OFFICE

Amount of Funding Requested: \$24,200 (PUBLIC SERVICES)

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- **Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.**

30

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

20

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

10

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

5

Bonus Points

10 Points Maximum

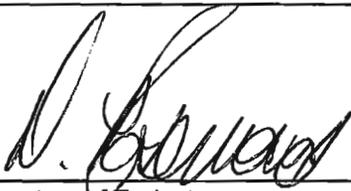
- Uniqueness of project – are there other programs available to the community similar to this project?

0

TOTAL 65

List the reason for this evaluation (justify the rating/scoring)

FACILITY USE AGREEMENT WHERE PROGRAM IS TO BE HELD?


Signature of Evaluator

4-2-15
Date

DANIEL A. ROSEMOND
Print Name

6th + 7th
Summer Comm # 2
5 SR0's

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: BSO

Amount of Funding Requested: \$24,200

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging: 30 Points Maximum

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

30

Percentage of budget funded with CDBG:

+33,594.45
147,794.45

- 100% - 0 points
- 75% - 99% - 5 points
- 50% - 74% - 10 points
- 26% - 49% - 15 points
- 25% or less - 30 points - 16.3%

Quality/Cost Effectiveness 30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

30

Experience/Community Support 20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

20

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

5

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL

95

List the reason for this evaluation (justify the rating/scoring)

Suzanne R. Fejes 4/1/15
 Signature of Evaluator Date

Suzanne R. Fejes
 Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: BSO SUMMER CAMP

Amount of Funding Requested: \$24,200

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

30

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

\$ 17%

\$ 650 PER CLIENT

Quality/Cost Effectiveness

SERVED 40
RUNS 3 MONTHS

30 Points Maximum

20

- ① Design of the program provides maximum benefit for clients to be served
- ② Program or enhancements that do not duplicate an existing service/program/activity.
- ③ Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

15

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

5

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

8

TOTAL

78 ^{K^s}

List the reason for this evaluation (justify the rating/scoring)

RELATIVELY LOW NUMBER SERVED COMPARED
TO AMOUNT OF FUNDING REQUESTED AND LENGTH
OF PROGRAM.

Karen L. Santen
 Signature of Evaluator

3/31/15
 Date

KAREN L. SANTEN
 Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: BOYS & GIRLS CLUB OF BROWARD COUNTY

Amount of Funding Requested: \$ 53,384.65 (PUBLIC FACILITIES & IMP.)

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- ***Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.***

10

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points

26% - 49% - 15 points

25% or less - 30 points

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

20

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

5

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20

Bonus Points

10 Points Maximum

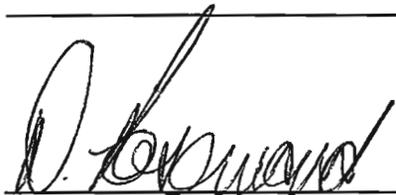
- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 65

List the reason for this evaluation (justify the rating/scoring)

NO INFORMATION PROVIDED ABOUT ORGANIZATION EXPERIENCE; NO COMMUNITY SUPPORT INFO.



Signature of Evaluator

4-2-15

Date

DANIEL A. ROSEMOND

Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: Boys and Girls Club of Broward County

Amount of Funding Requested: \$53,384.65 (p.2)

RFP APPLICATION RANKING - SCORING CRITERIA

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging:

30 Points Maximum

- **Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.**

10

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points 55%

26% - 49% - 15 points

25% or less - 30 points

53,384.65
97,063.00

Quality/Cost Effectiveness

30 Points Maximum

- Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity. Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

30

Experience/Community Support

20 Points Maximum

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

20

2014-2015 -
\$ 63,543.00

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL 90

List the reason for this evaluation (justify the rating/scoring)

Suzanne K. Fejes
Signature of Evaluator

4/1/15
Date

Suzanne K. Fejes
Print Name

RANKING / EVALUATION FORM

Office of Housing and Urban Improvement
Request for Proposals for CDBG Funding

Name of Organization: BOYS & GIRLS CLUB

Amount of Funding Requested: \$ 53,384.65

RFP APPLICATION RANKING - SCORING CRITERIA *GYM RENOVATIONS*

The City will score applications based on a weighted scale of **110 points** and the following criteria:

Local Support/Leveraging: **30 Points Maximum**

- Ability to leverage CDBG funds through matching funding sources from other agencies, grants, private funds or infusion of the organizations own funds evidenced.

10

Percentage of budget funded with CDBG:

100% - 0 points

75% - 99% - 5 points

50% - 74% - 10 points 55%

26% - 49% - 15 points

25% or less - 30 points

Quality/Cost Effectiveness **30 Points Maximum**

SERVED 946

- ① Design of the program provides maximum benefit for clients to be served. Program or enhancements that do not duplicate an existing service/program/activity.
- ③ Activities that provide a new or quantifiable increase in a general service program, transportation services, and substance abuse services, employment training, youth programs, the elderly, etc. (low/mod or limited clientele benefit)

30

*478 EX LOW
21%*

Experience/Community Support **20 Points Maximum**

- Ability to manage the project if funded; areas to consider are staff capabilities, other available resources, organizations years of experience, leadership, management history and support letters from community.

18

3 1/2 YEARS

Prior Spending Experience

20 Points Maximum

- Expended 100% of funds awarded – 20 points
- Expended 75% of funds awarded – 15 points
- Expended funds in a timely manner – 10 points
- Did not spend funds in time awarded – 0 points
- First Time Applicant – No project in last fiscal year – 5 points

20

Bonus Points

10 Points Maximum

- Uniqueness of project – are there other programs available to the community similar to this project?

10

TOTAL

88

List the reason for this evaluation (justify the rating/scoring)

GOOD PARTNERSHIPS

GOOD OUTCOMES & EVALUATION PROCESS

Karen L. Santen

Signature of Evaluator

3/31/15

Date

KAREN L. SANTEN

Print Name

Meeting Date: **June 23, 2015**

Agenda Item 12

REQUESTED COMMISSION ACTION:

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Consideration/ Discussion	<input type="checkbox"/> Presentation
---	------------------------------------	--	---	---------------------------------------

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND ACCEPTING THE CITY'S ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE ANALYSIS; PROVIDING AN EFFECTIVE DATE. (No Fiscal Impact)

Summary of Purpose and Why:

Under the Consolidated Plan, HUD funded recipients are required to: (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choice for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, or national origin; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the non-discrimination requirements of the Fair Housing Act.

The attached Analysis of Impediments accompanies the 2015-2019 Consolidated Plan for which approval is also sought at this Commission meeting.



Goal 5.0 – Improve Neighborhoods

- | | |
|--|--|
| (1) Origin of request for this action: | <u>Office of Housing and Urban Improvement</u> |
| (2) Primary staff contact: | <u>Miriam Carrillo/Mark Korman</u> <u>Ext. 4656/7839</u> |
| (3) Expiration of contract, if applicable: | <u>N/A</u> |
| (4) Fiscal impact and source of funding: | <u>N/A</u> |

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>DEPARTMENTAL HEAD SIGNATURE</u>
<u>OHUI</u>		<u>Approval</u>	<u>[Signature]</u>
<u>Finance</u>	<u>6/12/15</u>	<u>Approval</u>	<u>[Signature]</u>
<u>City Attorney</u>	<u>6/16/15</u>		<u>[Signature]</u>
<input checked="" type="checkbox"/> <u>City Manager</u>	<u>[Signature]</u>		<u>[Signature]</u>

ACTION TAKEN BY COMMISSION:

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



**City of Pompano Beach
Office of Housing and Urban Improvement**

Memorandum No. 15-177

MEMORANDUM

DATE: June 11, 2015
TO: Dennis Beach, City Manager
THROUGH: Gordon Linn, City Attorney
FROM: Miriam Carrillo, Director *MC*
RE: **Agenda Item – Analysis of Impediments**

This resolution approves and authorizes signature of the City's 2015 Analysis of Impediments (AI).

The Housing and Community Development Act of 1974, as amended, is the dominant statute for the Community Development Block Grant (CDBG) program. It requires that each federal grantee certify to HUD's satisfaction that (1) the awarded grant will be carried out and administered according to the Fair Housing Act, and (2) the grantee will work diligently to affirmatively further fair housing. This certification to HUD may be implemented through the Consolidated Plan process.

Under the Consolidated Plan, HUD funded recipients are required to: (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choice for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, or national origin; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the non-discrimination requirements of the Fair Housing Act.

The attached Analysis of Impediments will accompany the 2015-2019 Consolidated Plan for which approval is also sought at the June 23, 2015 Commission meeting.

Please place this item on the June 23, 2015 agenda.

Thank you.

Attachments



City Attorney's Communication #2015-1115
June 11, 2015

TO: Mark Korman, Program Compliance Manager
FROM: Gordon B. Linn, City Attorney
RE: Resolution – 2015 Analysis of Impediments

As requested in your e-mail of June 9, 2015, I have prepared and attached the following form of resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND ACCEPTING THE CITY'S 2015 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE ANALYSIS; PROVIDING AN EFFECTIVE DATE.

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

GORDON B. LINN

GBL/ds
L:cor/comdev/2015-1115
Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND ACCEPTING THE CITY'S 2015 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE ANALYSIS; 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 approves and accepts the City's 2015 Analysis of Impediments to the Fair Housing Choices, a copy of which Analysis 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 Analysis indicating the City's approval and acceptance.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

City of Pompano Beach, Florida

Analysis of Impediments to Fair Housing Choice

JUNE 2015

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I. INTRODUCTION

The Analysis of Impediments to Fair Housing Choice (AI) for the City of Pompano Beach was conducted by Carras Community Investment, Inc., a private community and economic development consulting firm. As a recipient of Community Development Block Grant (CDBG) entitlement funding from the US Department of Housing and Urban Development (HUD), the City of Pompano Beach is required to identify impediments or barriers to fair housing choice and work to address those barriers.

A. BASIS OF THIS STUDY

Under the Fair Housing Act, the US Department of Housing and Urban Development (HUD) is obligated to administer its programs in such a way as to “affirmatively further fair housing” (AFFH), a requirement that extends to grantees of HUD programs. The Community Development Block Grant (CDBG) program specifically contains a regulatory requirement that entitlement jurisdictions certify that they will affirmatively further fair housing as a condition of the receipt of that funding. This obligation to AFFH, requires the jurisdiction to pursue the following broad objectives:

- Analyze and eliminate housing discrimination in the jurisdiction;
- Promote fair housing choice for all persons;
- Provide opportunities for racially and ethnically inclusive patterns of housing occupancy;
- Promote housing that is physically accessible to, and usable by, all persons, particularly persons with disabilities;
- Foster compliance with the nondiscrimination provisions of the Fair Housing Act

Specifically, the AFFH obligation requires the grantee to:

- 1) Conduct an analysis to identify impediments to fair housing choice within the jurisdiction
- 2) Take appropriate actions to overcome the effects of any impediments identified through the analysis
- 3) Maintain records reflecting the analysis and actions in this regard.

While the obligation to AFFH arises in connection to the receipt of HUD funds, the obligation extends beyond the operation of HUD-funded programs and applies to all public and privately funded housing and housing-related activities in the jurisdiction.

OVERVIEW OF FAIR HOUSING LAWS

The first housing discrimination protections were established with the Civil Rights Act of 1866, which held that “all citizens of the United States shall have the same right, in every State and Territory, as is enjoyed by white citizens thereof to inherit, purchase, lease, sell, hold, and convey real and personal property.” While by statute, the Act bans discrimination on the basis of race or color, through case law, it has been determined to prohibit discrimination on the basis of national origin and religion as well. The Act, however, went largely unenforced.

To address the continuing unequal access to housing, particularly for racial minorities, Congress passed Title VIII of the Civil Rights Act of 1968, the Fair Housing Act, which prohibits discrimination in housing based on race, color, religion, and national origin. The Fair Housing Act

was amended in 1974 to include sex as a protected class and in 1988 to include disability and familial status.

Fair housing laws apply to all housing related transactions including real estate sales, rentals, mortgage lending, homeowner's insurance, zoning and housing-related harassment. The Fair Housing Act specifically identifies prohibited practices in §3604, §3605, §3606 and §3617. These prohibited practices include:

- To refuse to sell or rent, to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of their membership in a protected class.
- To discriminate against any person in the terms, condition, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of their membership in a protected class.
- To make, print, or publish, any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on membership in a protected class.
- To represent to any person because of race, color, religion, sex, handicap, familial status, or national origin that a unit is not available for inspection, sale, or rental when such dwelling is in fact so available.
- To refuse to permit a reasonable accommodation or modification for a person with a disability when such an accommodation or modification is necessary to afford such person equal opportunity to use and enjoy a dwelling.
- A failure to design and construct multi-family housing to meet accessibility standards.

While discrimination can occur overtly, such as a landlord stating that they will not rent to a family with children, the law also covers practices that are less direct. One such area is differential treatment. For example, a landlord cannot apply a more stringent application process to members of a protected class.

Another category of practices covered under the law is disparate impact. These are practices that are seemingly neutral yet have a disproportionate negative impact on members of a protected class. For example, a landlord may institute a policy that they will only accept income from work to verify that someone is qualified to rent a unit, however this practice could have a disproportionate effect on people with disabilities or women with children who receive child support. Regardless of the landlord's intent, the discriminatory effect of these practices would constitute a violation of fair housing laws. Under these provisions, a range of historical practices that have the effect of limiting access to housing for members of protected classes have been interpreted to be illegal under the Fair Housing Act. These include racial steering, exclusionary zoning, blockbusting, discriminatory advertising, and redlining in mortgage, insurance and appraisals.

The Fair Housing Act provides an administrative process to investigate complaints and pursue legal action on behalf of victims of discrimination. Individuals may file administrative complaints with HUD or the Broward County Office of Human Rights which is considered a substantially equivalent agency. Complaints filed with HUD are referred to the Division of Human Rights for investigation.

If Fair Housing violations are proven, victims are eligible for monetary compensation and affirmative relief. Injured parties, including organizations, may also file civil cases on their own in state or federal court.

DEFINING THE ANALYSIS

Impediments to fair housing choice are those factors which may preclude an individual or family from living where they would freely choose to live, or which cause them to live under less favorable circumstances than equal treatment under the law would dictate. In other words, absent barriers which relate to federal and state fair housing laws, these individuals or families would reside elsewhere and/or be free of negative circumstances which accrued to them through unfair housing practices.

The Analysis of Impediments to Fair Housing Choice seeks to identify not only if these prohibited practices are present within a community, but also looks broadly at housing and housing-related issues. Impediments to fair housing are not merely acts of discrimination, but any factor that limits the access to housing opportunities for members of protected classes. Thus, an impediment could be a discrete act of discrimination such as a landlord's refusal to rent to someone with a mobility impairment. Impediments can also be a broad public policy, or lack of public policy, such as the failure of a municipality to ensure an adequate supply of accessible, affordable housing for people with disabilities. As defined by HUD, impediments to fair housing choice are:

- Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices
- Any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin

To identify impediments, the AI involves conducting a comprehensive review of the jurisdiction's laws, regulations, and administrative policies, procedures, and practices; an assessment of how those laws, etc. affect the location, availability, and accessibility of housing; and an assessment of conditions, both public and private, affecting fair housing choice.

According to new guidance recently put forth by HUD under a proposed Affirmatively Furthering Fair Housing rule, a fair housing review should seek to use data and community input to do the following:

- Identify integration and segregation patterns and trends across protected classes within the jurisdiction and region;
- Identify racially or ethnically concentrated areas of poverty within the jurisdiction and region;
- Identify whether significant disparities in access to community assets exist across protected classes within the jurisdiction and region; and
- Identify whether disproportionate housing needs exist across protected classes within the jurisdiction or region. Based on this review, the Analysis should seek to identify and prioritize fair housing issues, identify the most significant determinants related to these issues, and establish goals for addressing the determinants.

II. COMMUNITY PROFILE

A. Historical Overview

Pompano Beach is located in northeast Broward County, Florida. According to the University of Florida's Bureau of Economic and Business Research, the population of Pompano Beach was 104,662 in 2014. Pompano Beach is the 19th largest city in Florida and 6th largest in Broward County.

The City of Pompano Beach is located midway between Miami and Palm Beach. It includes about three miles of beachfront that extends from the intersection of State Road A1A and Terra Mar Drive to the Hillsboro Inlet. The City is bounded by the following municipalities: On its Northeast: Hillsboro Beach and Lighthouse Point, on its North: Deerfield Beach, on its West: Coconut Creek, on its Southwest: Margate and North Lauderdale, on its South: Fort Lauderdale, on its Southeast: Lauderdale-by-the-Sea.

In 1908, Pompano Beach was incorporated as a town. Like most of southeast Florida, Pompano Beach experienced great growth in the late 20th century.

B. Demographic Projections

The Bureau of Economic and Business Research estimates the City of Pompano Beach's population was 104,662 in 2014, an increase of 26,471 people (33%), since the 2000 Census population count of 78,191. Much of Pompano Beach's historical growth has been by annexation. In 2004, the City annexed four neighborhoods, which provided 93% of Pompano Beach's population growth between 2000 and 2005.

According to the latest five-year American Community Survey (ACS), the City's approximate population was 101,749 between 2009 and 2013. The Florida Housing Data Clearinghouse anticipates Pompano Beach's population to grow by at least 11% (12,523 residents) between 2015 and 2025.

Table: Population Change, Pompano Beach

Year	Population	Population Change	% Change
2000	78,191		
2010	99,845	21,654	27.7%
2014	104,662	4,817	4.8%

Source: Bureau of Economic and Business Research, 2014

Table: Population Projections, Pompano Beach

Year	Population	Population Change	% Change
2010	99,845		
2013	103,190	3,345	3.4%
2015	105,988	2,798	2.7%
2020	112,587	6,599	6.2%
2025	118,511	5,924	5.3%
2030	124,280	5,769	4.9%
2035	129,502	5,222	4.2%
2040	134,415	4,913	3.8%

Source: Florida Housing Data Clearinghouse, 2015

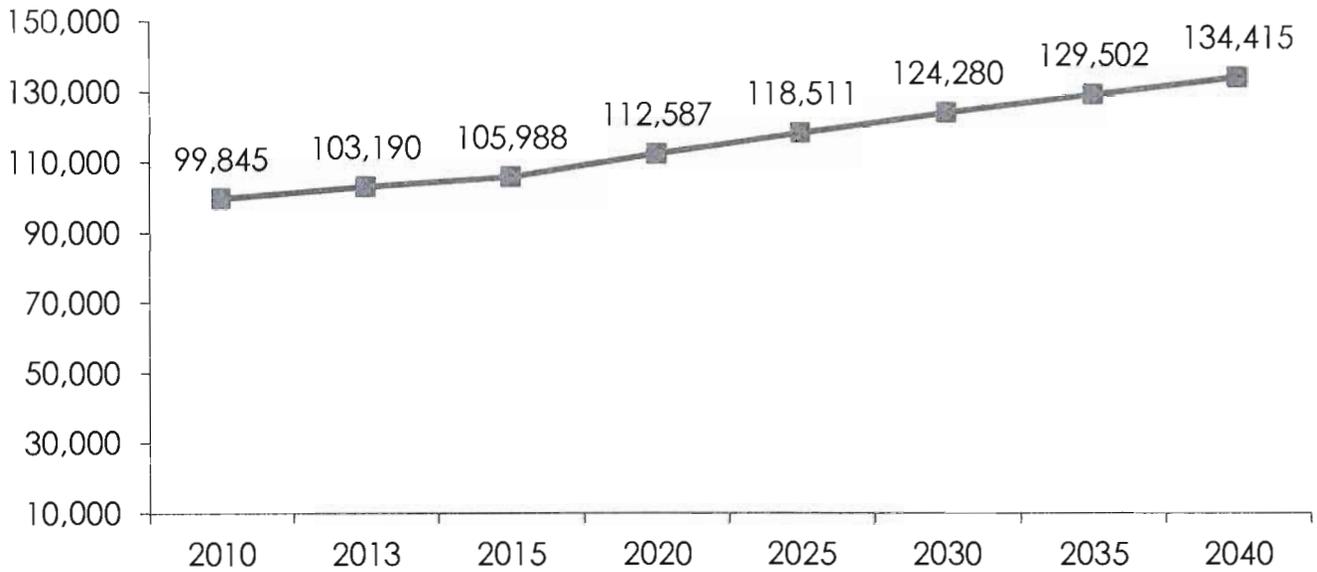


Figure: Population Projections, Pompano Beach

Source: Florida Housing Data Clearinghouse, 2015

C. Population, Race, and Ethnicity: Growing Diversity

According to the 2009-2013 ACS, the population of the City of Pompano Beach was approximately 101,749, of which 51,867 (51%) was comprised of males and 49,882 (49%) females. The City’s median age is 42.4. Approximately 21% of the City’s population was under the age of 19 and 18% was over the age of 65. Of all the residents living in Pompano Beach, 24.9% of people were foreign born, 75% were native, including 34% who were born in Florida, and 35% spoke a language other than English at home. Of those speaking a language another than English at home, 16% spoke Spanish and 18% spoke another language; 16% reported that they did not speak English “very well.”

For people reporting one race alone, 65.7% were White; 29.6% were Black or African American; 1.1% were Asian; less than 0.5% were American Indian and Alaska Native and 1.5% reported two or more races. Approximately 18.1% of the residents living in Pompano Beach are Hispanic.

In the decade between the 2000 and 2010 Census, the City of Pompano Beach’s population has become more diverse. For persons reporting one race, the White population has decreased from 67.8% to 64.4%, while the City’s Hispanic population increased significantly from 9.9% to 17.5%. Within this timeframe, Pompano Beach’s Asian population doubled from 0.8% to 1.7% and the population increased by 4.5%, from 25.4% to 29.9%. Both the Black and Hispanic populations in Pompano Beach increased by around 9,000 residents.

Table: Racial Demographics, Pompano Beach

	2000		2010	
	Number	% Of Total	Number	% Of Total
Not Hispanic or Latino	70,421	90.1%	82,336	82.5%
White	52,989	67.8%	64,333	64.4%
Black or African American	19,897	25.4%	29,888	29.9%
American Indian	186	0.2%	605	0.6%
Asian	636	0.8%	1,694	1.7%
Pacific Islander	22	0.0%	231	0.2%
Other Race	1,602	0.2%	4,472	4.5%
Two or More Races	2,859	3.7%	2,373	2.4%
Hispanic or Latino	7,770	9.9%	17,509	17.5%
Total	78,191	100%	99,854	100%

Source: U.S. Census Bureau, 2000 and 2010 Census

D. Geographic Segregation of Racial Groups

While the City of Pompano Beach continues to become more ethnically and racially diverse, there remains substantial levels of segregation within the City. The Federal Financial Institutions Examination Council (FFIEC) demographic information is shown in the chart below and includes the percentage of minorities within, partially within, or near the City by census tract. The FFIEC data for Pompano Beach indicates there are seven census tracts (303.01, 303.02, 304.01, 304.02, 305, 306, and 308.01) with a significant concentration of minorities. Four of these are considered low-income.

Table: 2014 FFIEC Census Report: Summary Census Demographic Information

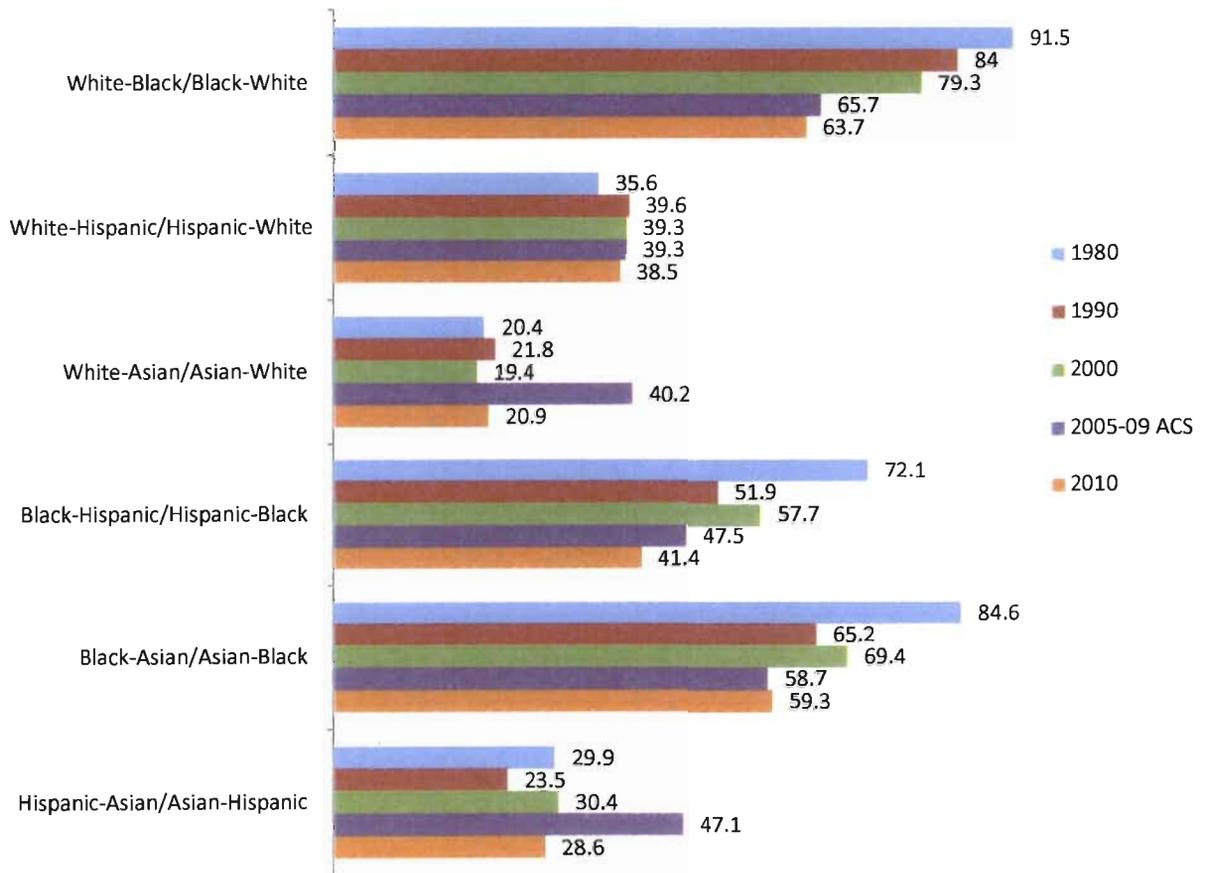
Tract Code	Tract Income Level	Distressed or Underserved Tract	Tract Median Family Income %	2014 FFIEC Est. MSA/MD non-MSA/MD Median Family Income	2014 Est. Tract Median Family Income	Tract Population	Tract Minority %	Minority Population
108	Moderate	No	79.31	\$61,800	\$49,014	6,199	53.88	3,340
302.01	Middle	No	85.74	\$61,800	\$52,987	3,838	54.98	2,110
302.02	Middle	No	85.26	\$61,800	\$52,691	1,550	52.06	807
302.03	Moderate	No	64.19	\$61,800	\$39,669	4,058	45.96	1,865
303.01	Low	No	48.19	\$61,800	\$29,781	2,641	83.11	2,195
303.02	Moderate	No	68.07	\$61,800	\$42,067	7,134	76.23	5,438
304.01	Moderate	No	71.26	\$61,800	\$44,039	3,017	99.07	2,989
304.02	Low	No	35.85	\$61,800	\$22,155	3,584	98.47	3,529
305	Low	No	48.74	\$61,800	\$30,121	4,686	86.62	4,059
306	Moderate	No	52.65	\$61,800	\$32,538	8,694	80.48	6,997
308.01	Low	No	49.44	\$61,800	\$30,554	7,181	70.71	5,078
308.02	Moderate	No	73.43	\$61,800	\$45,380	6,241	28.2	1,760
309.02	Upper	No	138.15	\$61,800	\$85,377	3,515	18.32	644
309.03	Middle	No	100.2	\$61,800	\$61,924	3,496	33.01	1,154
309.04	Upper	No	134.41	\$61,800	\$83,065	4,499	14.87	669
310.01	Middle	No	89.47	\$61,800	\$55,292	2,511	33.37	838
310.02	Middle	No	85.97	\$61,800	\$53,129	4,212	24.36	1,026
311.01	Upper	No	158.82	\$61,800	\$98,151	2,300	11.52	265
311.02	Upper	No	124.84	\$61,800	\$77,151	3,542	17.56	622
312.02	Middle	No	119.29	\$61,800	\$73,721	6,136	11.75	721
312.03	Upper	No	185.46	\$61,800	\$114,614	1,288	8.39	108
312.04	Middle	No	92.32	\$61,800	\$57,054	2,870	10.7	307
312.05	Middle	No	95.68	\$61,800	\$59,130	1,739	12.65	220
502.04	Middle	No	96.7	\$61,800	\$59,761	5,449	40.08	2,184
502.05	Middle	No	103.06	\$61,800	\$63,691	2,553	26.52	677
502.06	Middle	No	102.25	\$61,800	\$63,191	3,202	41.54	1,330

Source: Federal Financial Institutions Examination Council, 2014 Census Report

A tool utilized in measuring levels of segregation is the Dissimilarity Index, which indicates whether one particular group is distributed across census tracts in a metropolitan area in the same way as another group. A high value indicates that the two groups tend to live in different tracts. A value of 60 (or above) is considered very high. It means that 60% of the members of one group would need to move to a different tract in order for the two groups to be equally distributed. Values of 40 or 50 are usually considered a moderate level of segregation, and values of 30 or below are considered to be fairly low.

The following figure from Brown University’s Spatial Structures in the Social Sciences (S4) initiative indicates that Pompano Beach maintains high levels of segregation according to the Dissimilarity Index. In 1980, the level of segregation between Whites and Blacks was extremely high at 91.5 and remained high in 1990 at 84. This level has dropped considerably since the 2000 Census (79.3) and continued to drop to a historic low of 63.7 in the 2010 Census. While 63.7 is still considered to be a high level of segregation, it is a 19% decrease from the 2000 level and is a 30% decrease from 1980.

Figure: Dissimilarity Index, Pompano Beach

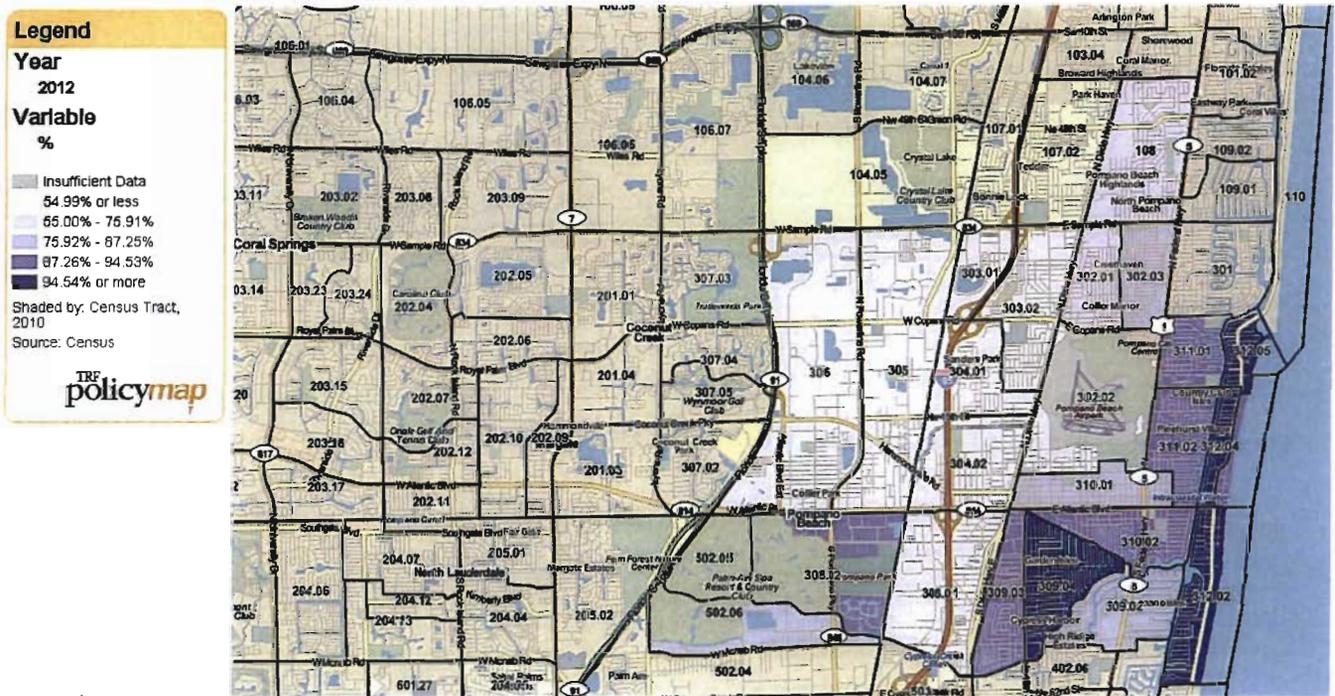


Source: Brown University, Spatial Structures in the Social Sciences, US2010

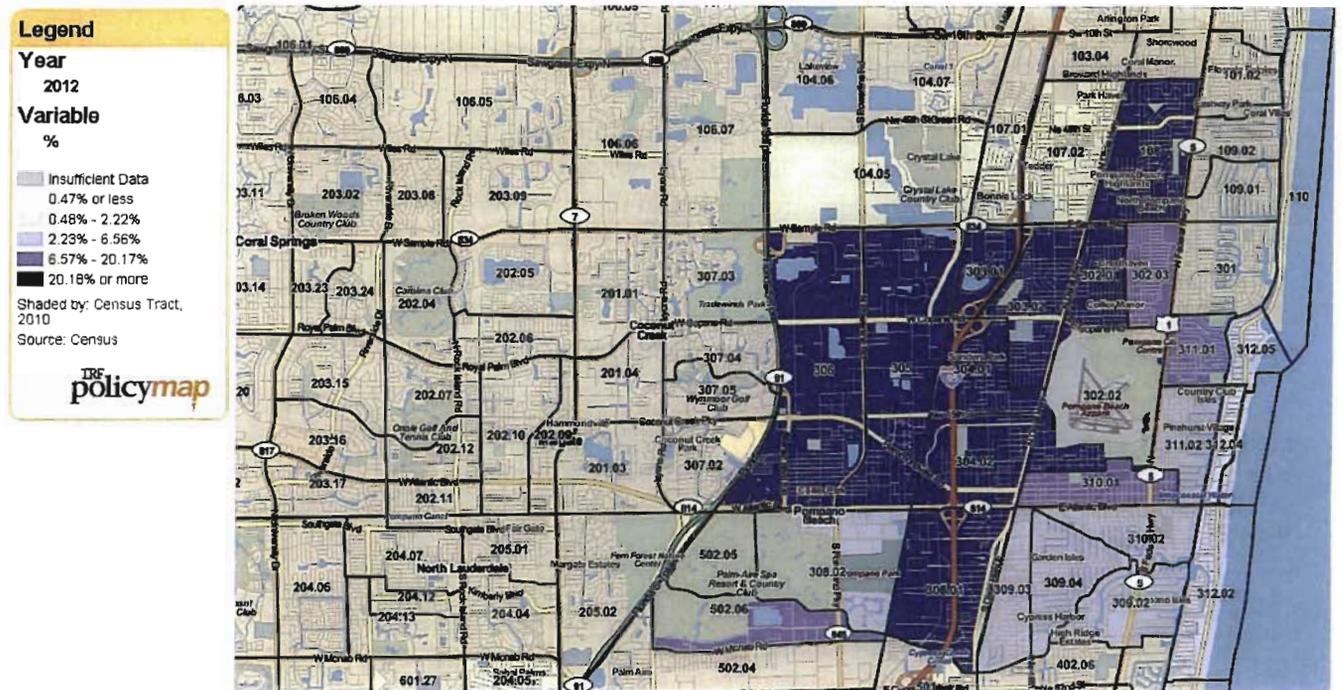
White-Hispanic segregation has increased since 1980 from 35.6 to 38.5 in 2010 and remained just below the moderate level threshold, while White-Asian levels have fluctuated from a high of 40.2 in the 2005-2009 ACS to a low of 20.9 in 2010, a 48% decrease. In 2010, the level of segregation between Blacks and Hispanics was at the moderate level of 41.4, a 42% decrease from the 72.1 level in 2000.

The following maps show the distribution of racial and ethnic groups within the City of Pompano Beach by 2010 census tract boundaries. The maps indicate a dense clustering of racial groups in certain census tracts. The demographic information in these maps is based on the 2008-2012 ACS.

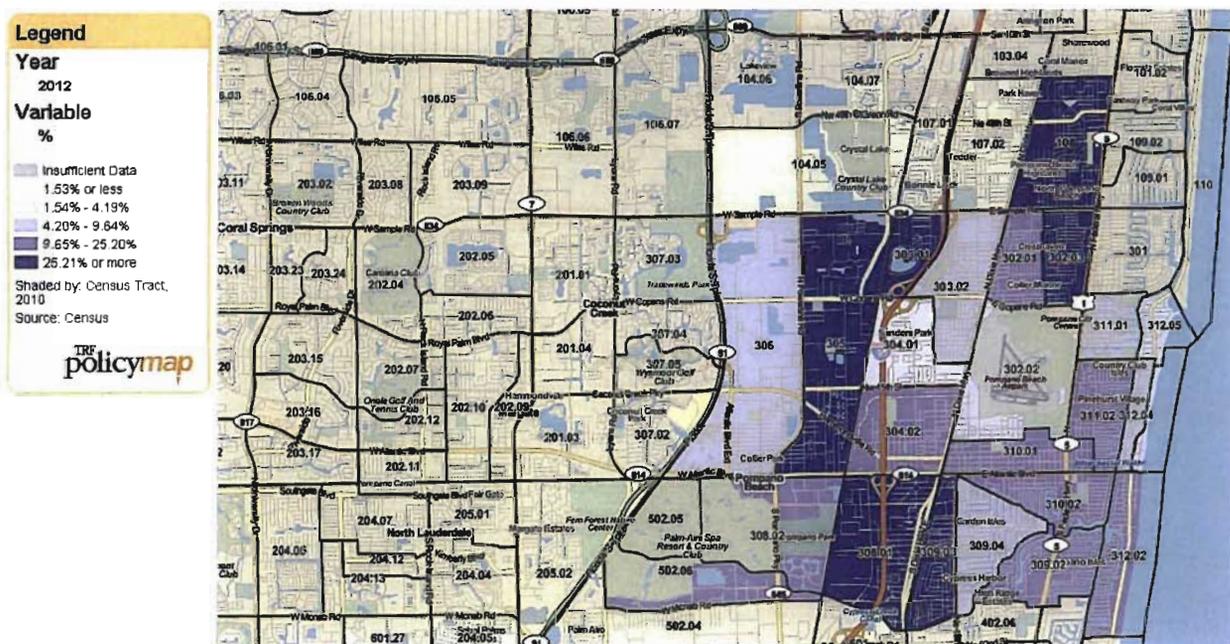
Graph: Percentage of Whites, Pompano Beach



Graph: Percentage of Blacks/African Americans, Pompano Beach



Graph: Percentage of Hispanics, Pompano Beach



E. Income, Education, and Employment

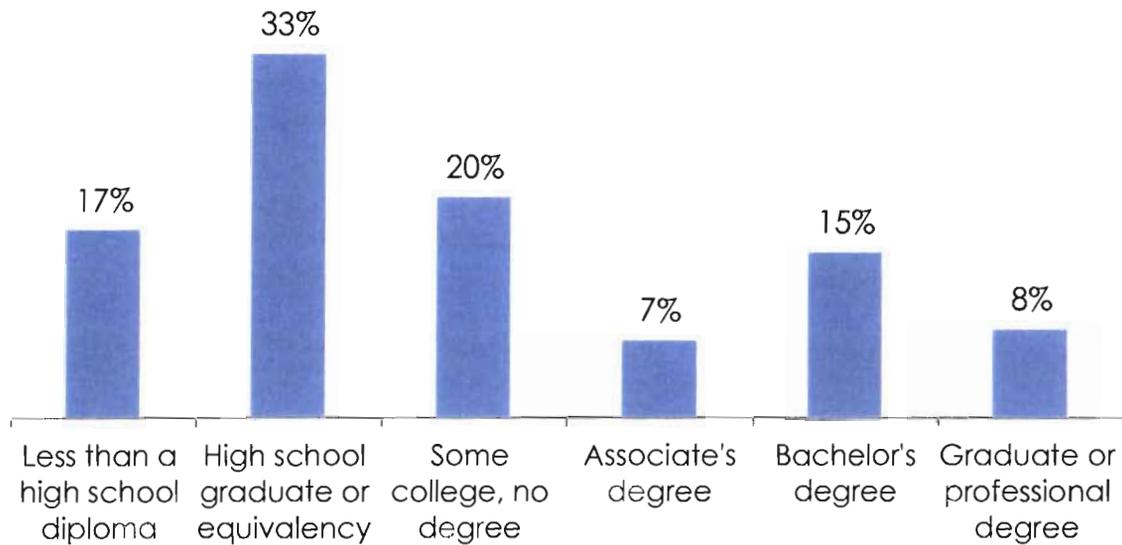
According to the 2009-2013 ACS, the median household income in Pompano Beach was \$40,221, representing an 11% increase over the 2000 median income of \$36,073. The median household income for Broward County in the latest 5-year Census was \$51,251. 69.9% of Pompano Beach households reported receiving earnings and 15% received retirement income other than Social Security. Roughly 34% (14,118 households) of households in Pompano Beach received Social Security. The average income from Social Security was about \$17,010.

In 2013, 22.5% of households were living below the poverty level in Pompano Beach. Comparable figures for Broward County estimate that 14.3% of the County's population was living below the poverty level.

The City's approximate unemployment rate in the 2009-2013 ACS was 8.5% (7,172 residents) compared to Broward's 8.0% and Florida's 7.0%.

In the 2009-2013 ACS, 82% of people 25 years and over in Pompano Beach had completed high school and higher, compared to 87% in Broward and 86% in Florida. 23% of Pompano Beach's residents had a bachelor's degree or higher, compared to 29% in Broward and 26% in Florida. The City's total school enrollment was just over 20,000, of which 5,039 were enrolled in college or graduate school.

Figure: Level of Educational Attainment, Pompano Beach

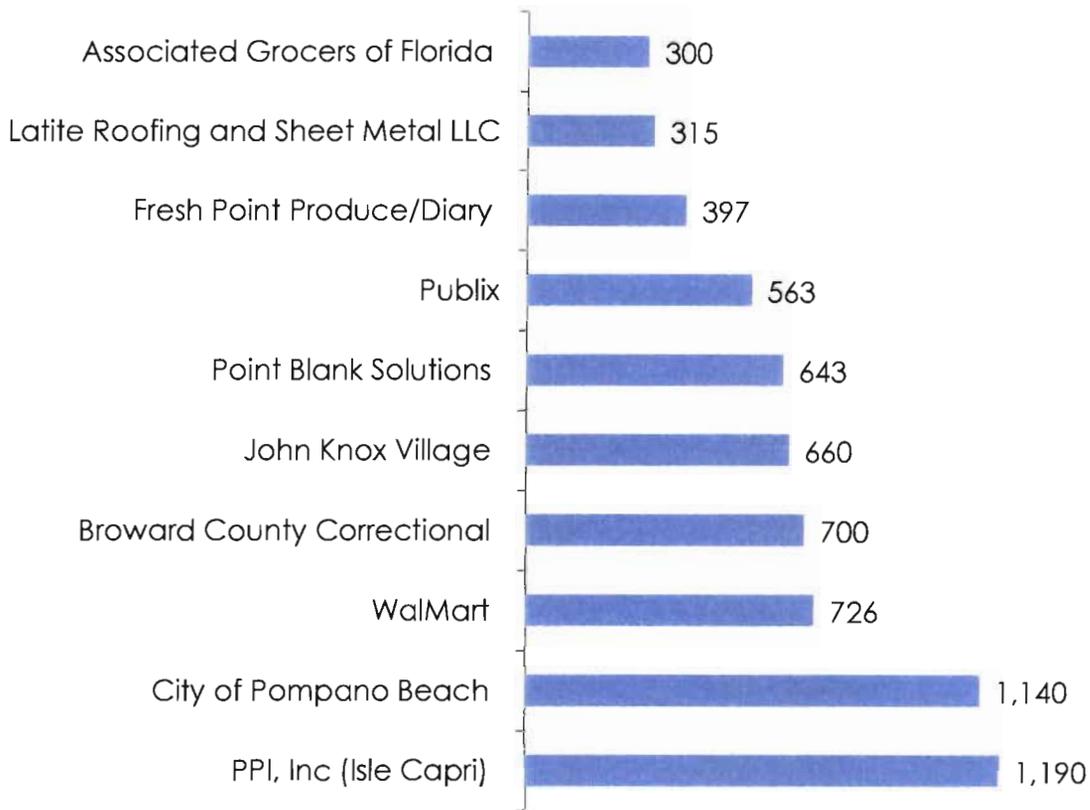


Source: U.S. Census Bureau, 2009-2013 5-Year American Community Survey

For the employed population, 16 years and older, some of the leading industries in Pompano Beach include educational and health care services (17%), the retail trade (13%), and professional, scientific, management, and administrative and waste management services (12%). Other industrial sectors include the arts, entertainment, recreation, accommodation, and food services sector (11%) as well as construction (10%).

Most of the City's workers (82%) earn a private wage and salary according to the 2013 ACS. 7% are self-employed and 9% are Federal, state, or local government workers. Some of the City's largest employers are listed in the figure below.

Figure: Top Employers in Pompano Beach by Number of Employees



Source: City of Pompano Beach, 2013 Comprehensive Annual Financial Report

F. Transportation and Commuting

A significant majority of Pompano Beach’s employees drive alone to work for their commute. According to the 2009-2013 ACS, 31,867 (75%) of workers in Pompano Beach drove alone to work and 5,252 (13%) carpooled. Additionally, just 608 (1.4%) employees walked to work and 1,850 (4.4%) took public transportation to work. Interestingly, Pompano Beach has a higher percentage of workers walking and utilizing public transportation in their commute than Broward County. In Broward County, only 1.3% of employees walk to work and 2.9% rely on public transit for their commute.

Census data further indicates that Pompano Beach’s mean travel time to work is 24.8 minutes, which is slightly lower than the mean travel time to work for Broward County (27.2 minutes) and Florida (25.9 minutes).

A 2011 study by the Center for Housing Policy and Center for Neighborhood Technology estimates that transportation costs account for as much as 32% of the monthly income of moderate-income

households in the Miami-Fort Lauderdale-Pompano Beach metropolitan area. According to the study, the Miami metro area has the highest combined housing and transportation costs in the US, with moderate-income households spending approximately 72% of household income on housing and transportation costs.

The Broward Housing Council and FIU Metropolitan Center in their *2014 Broward County Affordable Housing Needs Assessment*, estimate the combined housing and transportation cost burden in Pompano Beach is 54% of household income in 2014. The Housing and Transportation (H+T) Affordability Index considers the combined costs of transportation and housing to be affordable at 45% of household income.

G. Housing Supply: Providing Housing Options

According to the *2014 Broward County Affordable Housing Needs Assessment*, there are significant gaps in the number of affordable owner and renter housing in the very low and low household income categories. The report’s analysis of Pompano Beach’s affordable rental housing demand/supply suggests that the current supply of affordable rental housing is insufficient to meet the demands of very low and low-income renter households.

Table: Housing Supply/Demand Analysis, Pompano Beach Renters

	Income	Demand	Affordable Rent		Supply	Surplus/Gap
Very Low Income	31-50% AMI		31% AMI	50% AMI	31-50% AMI	
	\$12,293 - \$19,828	1,879	\$307	\$496	304 (2%)	(1,575 units)
Low Income	31-50% AMI		51% AMI	80% AMI	31-50% AMI	
	\$20,225-\$31,725	2,942	\$506	\$793	2,572 (16%)	(367 units)
Moderate Income	81-120% AMI		81% AMI	120% AMI	81-120% AMI	
	\$32,121-\$47,587	2,769	\$803	\$1,189	6,047 (38%)	(3,278 units)

Source: Broward Housing Council, 2014 Broward County Affordable Housing Needs Assessment

Table: Housing Supply/Demand Analysis, Pompano Beach Owners

	Income	Demand	Home Purchase at Affordable Price Levels		Supply	Surplus/Gap
			31% AMI	50% AMI		
Very Low Income	31-50% AMI		31% AMI	50% AMI	31-50% AMI	
	\$12,293 - \$19,828	4,600	\$30,733	\$49,570	667 (3%)	(3,933 units)
Low Income	31-50% AMI		51% AMI	80% AMI	31-50% AMI	
	\$20,225-\$31,725	6,440	\$50,563	\$79,313	2,247 (9%)	(4,193 units)
Moderate Income	81-120% AMI		81% AMI	120% AMI	81-120% AMI	
	\$32,121-\$47,587	6,512	\$80,303	\$118,968	3,054 (12%)	(3,458 units)

Source: Broward Housing Council, 2014 Broward County Affordable Housing Needs Assessment

The report suggests there are also significant gaps in the supply of affordable owner housing for very low, low, and moderate-income households in Pompano Beach.

An indicator of new housing production is the number of residential permits issued in a year. Interestingly, there was a slight decrease in new residential permits issued in Pompano Beach from 363 units in 2013 to 281 in 2014, according to preliminary data from the State of the Cities Data Systems (SOCDS) Building Permits Database. However, both years are a significant increase from the 46 units issued building permits in 2011 and 11 in 2010. Of the 363 units issued building permits in 2013, 312 units were in multi-family structures and 51 units in single-family structures.

Of Pompano Beach’s existing housing supply (56,613 total housing units), 61% of units are in multi-unit structures, 34% are in single-unit structures, and 2% are in mobile homes. The City’s estimated vacancy rate is 11% for rentals and 5% for single-family properties, according to the latest five-year Census data.

Table: Type of Housing, Pompano Beach

Type of Housing	Number of Units	% Of Total
Single Family (detached and attached)	18,961	34%
Duplex	1,674	3%
Multifamily (3 or more units)	34,756	61%
Mobile Home	1,139	2%
Other	83	0%

Source: U.S. Census Bureau, 2009-2013 5-Year American Community Survey

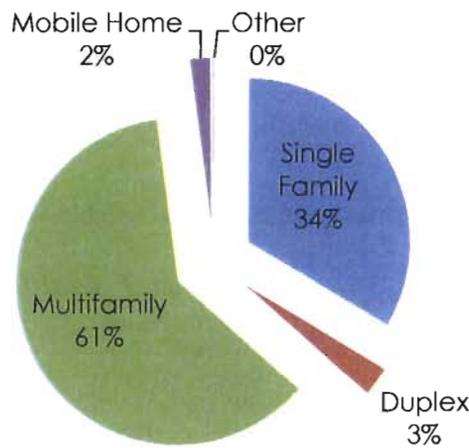


Figure: Type of Housing, Pompano Beach

Most (54% or 30,797 units) of Pompano Beach’s housing structures were built between 1960 and 1979. 31% of the City’s housing stock was built in the 1970s and nearly 23% between 1960 and 1969. Approximately, 7% (4,263 units) of the City’s housing stock was built after 2000.

According to the Housing Element of the City of Pompano Beach Comprehensive Plan, the City’s last housing condition survey was prepared in 1994. At that time, 75% of Pompano Beach’s total 1,225 substandard units were located in just three census tracts: 303, 306, and 308.01. More recent Census data suggests that there are approximately 3,024 occupied units in Pompano Beach that are qualify as substandard due to being overcrowded, not having heat, or lacking complete kitchens or plumbing.

Table: Housing Condition Characteristics (Occupied Units)

Condition Characteristics	Units	% Of Occupied Units
1.01 or More Persons per Room	1,617	4%
No Housing Heat Fuel Used	891	2%
Lacking Complete Kitchen Facilities	387	0.9%
Lacking Complete Plumbing Facilities	129	0.3%

Source: U.S. Census Bureau, 2009-2013 5-Year American Community Survey

H. Housing Tenure

According to the 2009-2013 ACS, Pompano Beach has a total of 56,613 housing units, 27% of which are vacant. Of the 40,883 occupied housing units in Pompano Beach, approximately 57% (23,355) is owner occupied and 43% (17,528) renter occupied. Comparable 2009-2013 ACS figures for Broward County indicate 66% (437,074) of occupied units are owner occupied and 34% (226,384) are renter occupied. The 2010 Census suggests a 4% increase in the number of renter occupied units in Pompano Beach as well as a 3% decrease in the percentage of owner occupied units since the Census 2000 count.

Table: Housing Tenure

Housing Tenure	Number of Units	% Of Total
Owner Occupied	23,355	57%
Renter Occupied	17,528	43%
Total Housing Units	40,883	100%

Source: U.S. Census Bureau, 2009-2013 5-Year American Community Survey

Table: Housing Tenure Census 2000 and 2010

Housing Tenure	2000	2010
	Number of Units	Number of Units
Owner Occupied	22,110 (63%)	24,992 (59%)
Renter Occupied	13,087 (37%)	17,190 (41%)
Total Occupied Housing Units	35,197 (100%)	42,182 (100%)

Source: U.S. Census Bureau, 2000 and 2010 Census

Table: Housing Occupancy

Housing Occupancy	Number of Units	% Of Total
Occupied Housing Units	40,883	72%
Vacant Housing Units	15,730	28%
Total Occupied Housing Units	56,613	100%

Source: U.S. Census Bureau, 2009-2013 5-Year American Community Survey

I. Housing Affordability

The Center for Housing Policy's *2014 Housing Landscape* report indicates that the Miami-Fort Lauderdale-Pompano Beach metropolitan area is the least affordable housing market in the US for moderate-income households. According to their research, 38% of working households in the greater Pompano Beach metropolitan area are spending more than half of their monthly income on housing costs.

Housing costs totaling more than 30% of a family's monthly income are generally considered not affordable, since this leaves inadequate funds to cover other necessities such as food, clothing, education, and health care. The most recently released five-year Census data indicates that a majority (59%) of occupied rental units in Pompano Beach are considered cost burdened, spending more than 35% of their income on housing costs. Approximately 32% of the City's occupied rental units have rents that are considered affordable and consume less than 30% of monthly household income on housing.

Table: Rental Rate

Monthly Gross Rent	Number of Units	% Of Total
Less than \$200	66	0%
\$200 to \$299	159	1%
\$300 to \$499	393	2%
\$500 to \$749	1,670	10%
\$750 to \$999	4,995	28%
\$1,000 or more	9,432	54%
No rent paid	813	5%
Total	17,528	100%
Median Rent	\$1,064	

Source: U.S. Census Bureau, 2009-2013 5-Year American Community Survey

In the following table from the Florida Housing Data Clearinghouse, Pompano Beach’s 43,660 households are organized by household income as a percentage of the Area Median Income (AMI) and housing cost burden. In Pompano Beach and the surrounding metro area, the HUD-estimated median income monthly income of a family of four is \$61,800 in 2014.

Table: Households by Income and Cost Burden, 2013

Household Income	0-30%	30-50%	50% or more
<=30% Area Median Income	830	664	7,750
30.01-50% Area Median Income	1,705	2,812	3,320
50.01-80% Area Median Income	3,505	3,111	1,773
80.01+% Area Median Income	14,783	2,751	656
Total	20,823	9,338	13,499

The HUD-estimated median monthly income in Pompano Beach for 2013 was \$61,700.

Source: Florida Housing Data Clearinghouse, 2015

In 2013, almost 30% (13,499) of all of Pompano Beach households, owners and renters, were considered severely cost-burdened, spending at least half of their monthly household income on housing costs. An additional, 9,338 or 21% of households in Pompano Beach were considered cost burdened, spending between 30 to 50% of household income on housing costs. 20,823 households or nearly 47% are in housing that is considered affordable. The Florida Housing Data Clearinghouse indicates that at least 52% or 22,837 households were considered either cost burdened or severely cost burdened and 48% (20,823) were spending 30% or less of their household income on housing costs.

84% (7,750) of Pompano Beach’s 9,244 extremely low-income households (0-30% AMI) qualified as severely cost burdened and approximately 7% as cost burdened. 36% of Pompano Beach’s total 7,837 very low-income (30-50% AMI) households were cost burdened and 42% or 3,320 are severely cost burdened. 37% (3,111) of Pompano Beach’s low-income population (50-80% AMI) was cost burdened and 21% was considered severely cost burdened. Most (86%) of moderate-income (80 to 120% AMI) households and above were spending less than 30% of their monthly income on housing costs. 15% (2,751) of moderate-income households were considered cost burdened.

Table: Value of Owner-Occupied Housing

Value of Specified Owner-Occupied Units	Number of Units	% Of Total
Less than \$50,000	1,710	7%
\$50,000 to \$99,999	4,286	18%
\$100,000 to \$149,999	4,672	20%
\$150,000 to \$199,999	4,180	18%
\$200,000 to \$299,999	3,751	16%
\$300,000 to \$499,999	2,964	13%
\$500,000 or more	1,792	8%
Total	23,355	100%
Median Value	\$159,700	

Source: U.S. Census Bureau, 2009-2013 5-Year American Community Survey

According to the latest 2009-2013 5-year Census data, the City’s median value of owner-occupied housing is \$159,700, which is almost a 29% decrease from the median value (\$226,700) reported in the 2005-2009 5-year Census. The latest 5-year Census estimate is also lower than the median value of owner-occupied housing in Broward County (\$181,500) and Florida (\$160,200).

J. Housing Needs of Disabled Persons

A person with a disability is someone who is determined to:

- Have a physical, mental or emotional impairment that:
 - Is expected to be of long-continued and indefinite duration;
 - Substantially impedes his or her ability to live independently; and
 - Is of such a nature that the ability could be improved by more suitable conditions; or
- Have a developmental disability, as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C 6001-6007); or
- Be the surviving member or members of any family that had been living in an assisted housing unit with the deceased member of the family who had a disability at the time of his or her death.

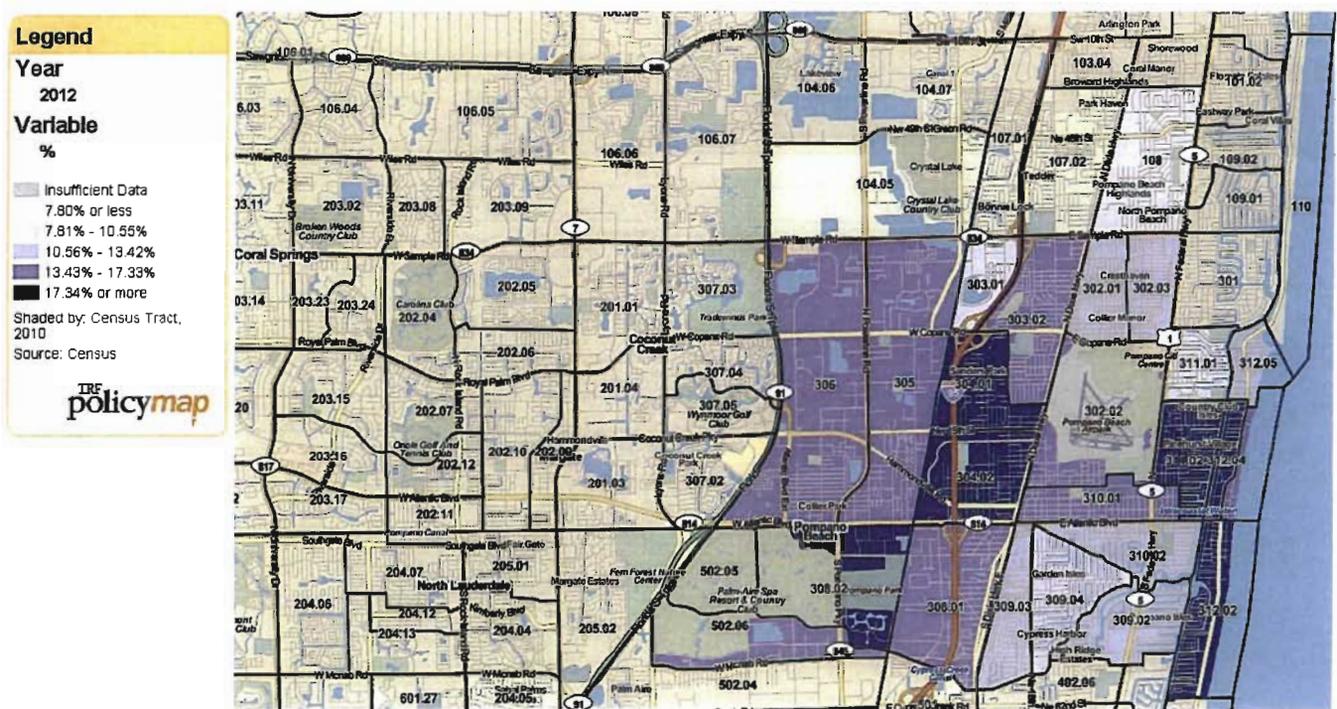
The Census 2000 shows 10,241 persons with a disability in Pompano Beach. More recent 2009-2013 ACS data indicates there are 15,209 persons with a disability in the City, of which 7,506 or roughly 49% is between the ages of 18 to 64 years old. Approximately 7,119 or 47% is 65 years old and over. The latest 5-year ACS estimates that persons with disabilities comprise 15% City’s civilian non-institutionalized population.

The only federally subsidized units in Pompano Beach specifically targeted to persons with disabilities are in the New Vistas development. (16 assisted units). Two other assisted housing properties in Pompano Beach - Highland Gardens and St. Elizabeth Gardens - include units for the elderly over the age of 62, of which some qualify as disabled.

As stated in the City's most recent *Consolidated Plan*, Pompano Beach will continue to support countywide programs for persons with disabilities as well as continue to implement its Removal of Architectural Barriers program for households that need home modifications. The Removal of Architectural Barriers program uses CDBG funds to remove material and architectural barriers that restrict the mobility and accessibility of handicapped and elderly persons to publically or privately owned buildings and facilities.

Below is a map that shows the estimated percentage of Pompano Beach's civilian non-institutionalized population with one or more types of disabilities between 2008 and 2012 by census tract. The map shows a strong concentration of people with a disability in various tracts, including 304.01, 304.02, 308.02 311.02, 312.02, 312.04 and 502.05.

Graph: Percentage of People with a Disability, Pompano Beach



K. Homelessness

The City of Pompano Beach participates in the Broward County Continuum of Care. According to Broward County's 2013 Homeless Point-in-Time (PIT), there are approximately 829 unsheltered homeless in Broward County, of which 99 (12%) were identified within Pompano Beach. The 2014 PIT indicates there are 2,766 homeless throughout the County, approximately 879 are unsheltered and 1,887 sheltered. It is important to note that on-the-street homelessness is difficult to quantify for various reasons, including the spatial fluidity of the problem itself. The following tables identify the inventory and gaps in housing for various homeless populations as well as the most recently released homeless population data.

Table: Housing Gaps Analysis Chart 2007 (Rev.), Broward County Continuum of Care

		Current Inventory in 2005	Under Development in 2005	Unmet Need/ Gap
Individuals				
Example	Emergency Shelter	100	40	26
Beds	Emergency Shelter	741	10	74
	Transitional Housing	1,963	0	74
	Permanent Supportive Housing	456	129	354
	Total	3,160	139	493
Persons in Families With Children				
Beds	Emergency Shelter	205	20	250
	Transitional Housing	326	0	375
	Permanent Supportive Housing	938	4	375
	Total	1,469	24	100

Source: Broward County Homeless Initiative Partnership (HIP), 2004.

Table: Homeless Populations and Subpopulations, Broward County Continuum of Care

Homeless Populations	Emergency Shelter	Transitional Housing	Unsheltered	Total
Households without children	638	548	759	1,945
Households with at least one adult and one child	87	124	14	225
Households with only children	7	1	15	23
Total Homeless Households	732	673	788	2,193
Persons in households without children	638	557	810	2,005
Persons in households with at least one adult and one child	272	412	54	738
Persons in households with only children	7	1	15	23
Total Homeless Persons	917	970	879	2,766

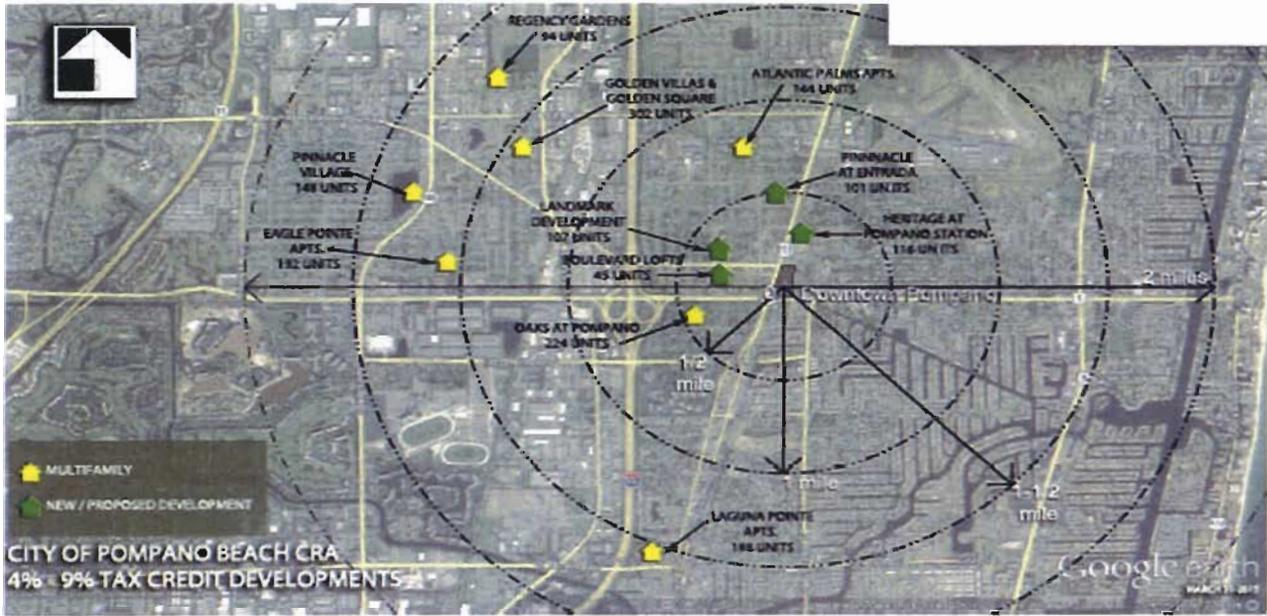
Homeless Subpopulations	Sheltered	Unsheltered	Total Population
Chronically Homeless	169	356	525
Severely Mentally Ill	393	175	568
Chronic Substance Abuse	642	240	882
Veterans	143	86	229
Persons with HIV/AIDS	135	11	146
Victims of Domestic Violence	45	0	45

Source: HUD's 2014 Continuum of Care Homeless Assistance Programs, 2014

L. Public and Assisted Housing

The Table below provides a complete inventory of the federal, state, and locally assisted rental housing stock in the City of Pompano Beach. These 16 housing developments—dispersed throughout the City—provide affordable rental housing for target populations such as families, the elderly, and persons with disabilities. According to the Florida Housing Data Clearinghouse, there are a total of 2,200 assisted housing units in Pompano Beach.

Table: Public and Assisted Housing



Additionally, Pompano Beach has a local Public Housing Authority. The Housing Authority of Pompano Beach (HAPB) administers 1,096 Section 8 housing vouchers. These vouchers provide a subsidy that generally limits tenant contribution to rent to 30% of adjusted household income. Currently, the HAPB does not own or manage any public housing units.

M. Recent Housing Accomplishments

The Golden Square (182 units) and Golden Villas (120 units) developments were completed in Pompano Beach in 2009. The dual new construction projects were a joint venture between Pinnacle Housing Group, a private Miami-based developer, and the HAPB. The Low Income Housing Tax Credit developments replaced the obsolete Blanche Ely public housing complex and utilized 30 acres of undeveloped HAPB-owned land. The 302 total rental units were financed with federal low income housing tax credits, locally issued tax-exempt bonds, as well as other capital sources. Currently, the communities of Golden Square and Golden Villas charge rents from \$742 to \$1,155

per month to those who qualify. A similar prior public/private partnership in Pompano Beach led to the City's selection as a 2006 All American City award winner.

More recently, the City approved a resolution authorizing a HOME funding agreement between the City and Captiva Cove, a new construction affordable rental development of 264 units. The November 2014 resolution provides over \$100,000 in HOME funds for the second phase of the project, which when completed will significantly expand affordable rental opportunities for very-low and low-income households in Pompano Beach.

Table: Inventory of Federal, State, and Local Assisted Rental Housing

Development Name	Street Address	Zip Code	Assisted Units	Target Population
Atlantic Palms	1290 NW 6th Avenue	33060	145	Family
Captiva Cove	1201 S Dixie Highway West	33060	264	Family
Eagle Pointe	2001 W Atlantic Blvd	33069	192	Family
Golden Acres	1050 NW 18th Drive	33069	173	Family; Farmworker
Golden Square	1415 NW 18th Drive	33069	182	Family
Golden Villas	1325 NW 18th Drive	33069	120	Family
Highland Gardens	331 NE 48th Street	33064	100	Elderly; Family
Island Club	3505 West Atlantic Blvd	33069	52	Family
Laguna Pointe	905 SW 15th Street	33060	188	Family
New Vistas	868 SW 10th Street	33060	16	Persons w/ Disabilities
Oaks At Pompano	501 SW First Court	33060	224	Family
Pinnacle Village	801 N Powerline Road	33069	148	Family
Pinnacle Village Apartments	973 N Powerline Road	33069	188	Family
Regency Gardens	1520 NW 17th Avenue	33060	94	Family
St. Elizabeth Gardens	801 NE 33rd Street	33064	99	Elderly
Voa Broward 1 - Pompano Beach	1001 & 1011 NW 6 Avenue	33060	15	Family

Source: Florida Housing Data Clearinghouse, 2015

Table: Federal, State, and Local Assisted Rental Housing Program(s)

Development Name	Housing Program(s)
Atlantic Palms	Housing Credits 9%
Captiva Cove	Housing Credits 4%; State Bonds; State HOME
Eagle Pointe	Guarantee; Housing Credits 4%; SAIL; Section 542; State Bonds
Golden Acres	Rental Assistance/RD; Section 514/516
Golden Square	Housing Credits 9%
Golden Villas	Housing Credits 4%; Local Bonds; Rental Recovery Loan Program; Supplemental
Highland Gardens	Public Housing
Island Club	Local Bonds
Laguna Pointe	Housing Credits 4%; Local Bonds; SAIL
New Vistas	Rental Assistance/HUD; Section 202 Direct Loan
Oaks At Pompano	Housing Credits 4%; Local Bonds
Pinnacle Village	Housing Credits 4%; Local Bonds
Pinnacle Village Apartments	HUD Use Agreement
Regency Gardens	Housing Credits 9%; SAIL
St. Elizabeth Gardens	Rental Assistance/HUD; Section 202 Direct Loan
Voa Broward 1 - Pompano Beach	Demonstration Project; Federal Deposit Insurance Corporation; State HOME

Source: Florida Housing Data Clearinghouse, 2015

The City has previously contributed \$950,000 in HOME funds to the first phase of the development.

According to Pompano Beach's 2013 Annual Community Redevelopment Agency (CRA) report, the City's Northwest and East district CRA is focused primarily on infrastructure improvements, beautification, and economic development. The Northwest CRA is also currently in the process of developing a civic campus, two new art complexes (Ali Cultural Arts Center and the Hotel Bailey Arts Center), and various other community and economic projects. Some of the East district CRA's activities include the restoration and refurbishment a beach dune, façade and business site improvements, and the redevelopment of the Pompano Beach Pier.

Previously, the Northwest CRA has played a crucial role in the construction or planned construction of over 100 single-family homes, 200 townhomes, and 600 apartments throughout the area. The Northwest target area has been a CRA since 1989.

The City was awarded a Neighborhood Stabilization Program (NSP) grant in 2008. Pompano Beach's NSP was extremely successful: a total of 49 homes have been fully renovated or newly built in place of blighted structures of which 24 were sold to local families and individuals.

N. Planning and Zoning Building Codes

In 2013, the Downtown Pompano Beach Transit Oriented Overlay District zoning code was adopted. The overlay is intended to encourage compact mixed-use developments within walking distance to public transit, including the Broward County Transit Center and the proposed future Tri-Rail stop on the Florida East Coast (FEC) Rail Corridor. Affordable mixed-use properties served by mass transit would effectively reduce the Pompano Beach's high combined housing and transportation cost-burden. The Northwest CRA is currently assisting City staff in the implementation and interpretation of the overlay district.

The City's zoning code currently allows multifamily housing in a variety of densities up to RM-45 and smaller lot single-family homes in RS-3 and RS-4. Survey results from the City's planning staff in a previous AI report suggested that geographic location is a larger determining factor of affordability than density alone. For instance, City building and zone codes staff anecdotally point out that an RM-20 zoning district east of the Intracoastal is likely to be more expensive than an RM-20 district west of the Intracoastal and near the FEC railroad.

All of Pompano Beach's codes and regulations are ADA compliant.

O. Market Conditions: Searching for Affordability

The 2014 *Broward County Affordable Housing Needs Assessment* concludes that the housing recovery (i.e. increase in housing prices both rental and homeownership) has been underway in Broward County since 2012. However, the report further finds that income stagnation and the depletion of the more

affordable housing supply are leaving many families vulnerable despite rising home prices, growing demand, and increased construction activity

III. Fair Housing Profile

A. Home Lending Analysis for Pompano Beach

Home Mortgage Disclosure Act (HMDA) lending data indicates there were 754 home purchase loans originated in Pompano Beach in 2013. White applicants comprised nearly 82% of the City’s total loan originations that year while African American applicants made up about 5% and Asians 1%. Roughly 7% of applicants did not provide racially identifying information. Of the 263 denied home purchase loan applications in 2013, most (79%) were also White.

African Americans made up 5% of denied loan applications and Asians 1%. 12% of denied loan applicants did not provide their racial information.

Table: Home Purchase Loan Approval/Denial by Race, 2013

Applicant Race	Loans Originated	Application Denied	Other
American Indian or Alaska Native	0	0	1
Asian	11	3	2
Black or African American	38	14	8
Native Hawaiian or Other Pacific Islander	2	2	2
White	624	210	209
Information not provided by applicant	56	32	23
Not applicable	23	2	2

Source: Florida Housing Data Clearinghouse, 2015

Hispanics or Latinos of any race made up nearly 11% of total loan originations in the City in 2013. Overall, non-Hispanics made up 75% of the total denied applications in 2013 and Hispanics around 14%.

According to the HDMA data, the primary reason for loan application denials in Pompano Beach in 2013 was due to issues with collateral (24%) followed by high debt-to-income ratio (22%). 11% of applications were denied due to poor credit history and 10% were unsuccessful because the applicant failed to complete the application.

Table: Home Purchase Loan Approval/Denial by Hispanic/Latino Ethnicity, 2013

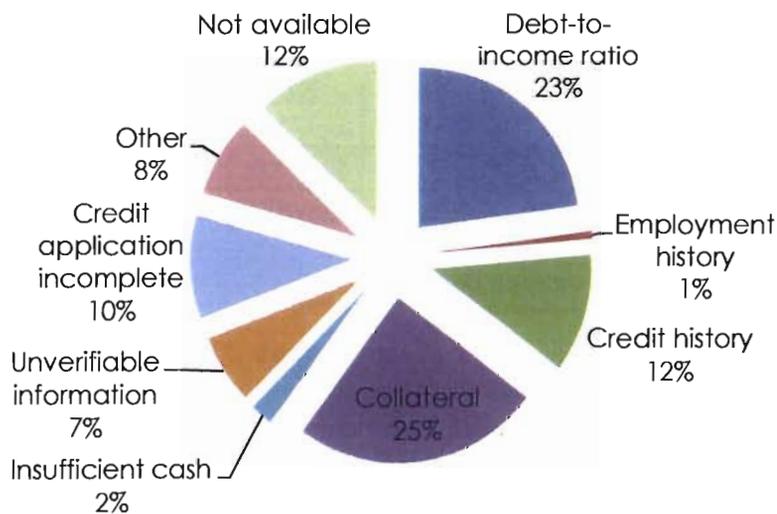
Applicant Race	Loans Originated	Application Denied	Other
Hispanic or Latino	87	38	27
Not Hispanic or Latino	586	198	192
Information not provided by applicant	56	25	26
Not applicable	23	2	2

Source: Florida Housing Data Clearinghouse, 2015

Table: Home Purchase Loan Denial Reasons, 2013

Denial Reason	Applications Count
Debt-to-income ratio	60
Employment history	2
Credit history	31
Collateral	65
Insufficient cash	6
Unverifiable information	18
Credit application incomplete	27
Other	21
Not available	33

Source: Florida Housing Data Clearinghouse, 2015



Below is a breakdown of lending activity in Pompano Beach by census tract income levels from 2007 to 2012. In 2012, 1.99% of loans in this area were in census tracts with median incomes less than \$31,300 or 50% of the Metropolitan Statistical Area's (MSA) median income, which in 2012 was \$62,600. Approximately 23.32% of loans were in tracts with median incomes between \$31,300 and \$50,080 or 50% and 80% of the MSA median income. Roughly 44.11% of loans were in tracts with incomes between \$50,080 and \$75,120 or 80% and 120% of the area's median income. 30.58% of loans went to residents in tracts with incomes greater than 120% of area income (\$75,120 or more).

Table: Lending by Census Tract Income, 2007-2012

Tracts w/ <50% of MSA Median Income	2007	2008	2009	2010	2011	2012
Number of loans	72	18	7	4	5	26
Median Loan Amount	\$160,000	\$110,000	\$113,000	N/A	\$86,000	\$151,000
% of all loans	3.45%	0	0.99%	0.61%	0.83%	1.99%

Tracts w/ <50%-80% of MSA Median Income	2007	2008	2009	2010	2011	2012
Number of loans	658	189	126	119	103	305
Median Loan Amount	\$170,000	\$110,000	\$113,000	\$98,000	\$96,000	\$95,000
% of all loans	31.57%	25.64%	17.85%	18.14%	17.14%	23.32%

Tracts w/ <80%-120% of MSA Median Income	2007	2008	2009	2010	2011	2012
Number of loans	1,112	410	419	358	353	577
Median Loan Amount	\$195,000	\$160,000	\$170,000	\$170,000	\$164,000	\$167,000
% of all loans	53.36%	55.63%	59.35%	54.57%	58.74%	44.11%

Tracts w/ > 120% of MSA Median Income	2007	2008	2009	2010	2011	2012
Number of loans	242	120	154	175	140	400
Median Loan Amount	\$321,000	\$258,500	\$251,500	\$240,000	\$221,000	\$236,500
% of all loans	11.61%	16.28%	21.81%	26.68%	23.29%	30.58%

Source: PolicyMap, HMDA Report of City: Pompano Beach, 2015

This overview indicates a significant decrease in lending activity from 2007 to 2012 in most of the City's tracts regardless of the median income level of the tract. For instance, in census tracts with median incomes between 50% and 80% of the MSA median income, there was nearly a 53% decrease in the number of loans issued between 2007 and 2012, from 658 to 305. A 63% reduction in loan activity occurred in tracts with median incomes less than 50% of the area median while a 48% reduction ensued in tracts with median incomes between 80% and 120% of the MSA median

income. However, in tracts with median incomes more than 120% of the area median income, there was a 65% increase in the number of loans issued, from 242 loans in 2007 to 400 in 2012. In each income tract, 2012 showed the highest amount of lending activity since the collapse of the housing and mortgage markets in 2007.

HMDA includes limited pricing information related to the annual percentage rate (APR) of certain loans. Information on higher rate loans makes it possible to determine differences in loan pricings as well as track disparities in the proportion of loans that were approved or denied among demographic groups. Subprime lending is defined as higher than average rate loans given to persons who are of higher credit risk due to less than satisfactory credit. The higher rate is referred as 'higher cost' and reflects the increased risk of lending to a loan applicant with less than satisfactory credit.

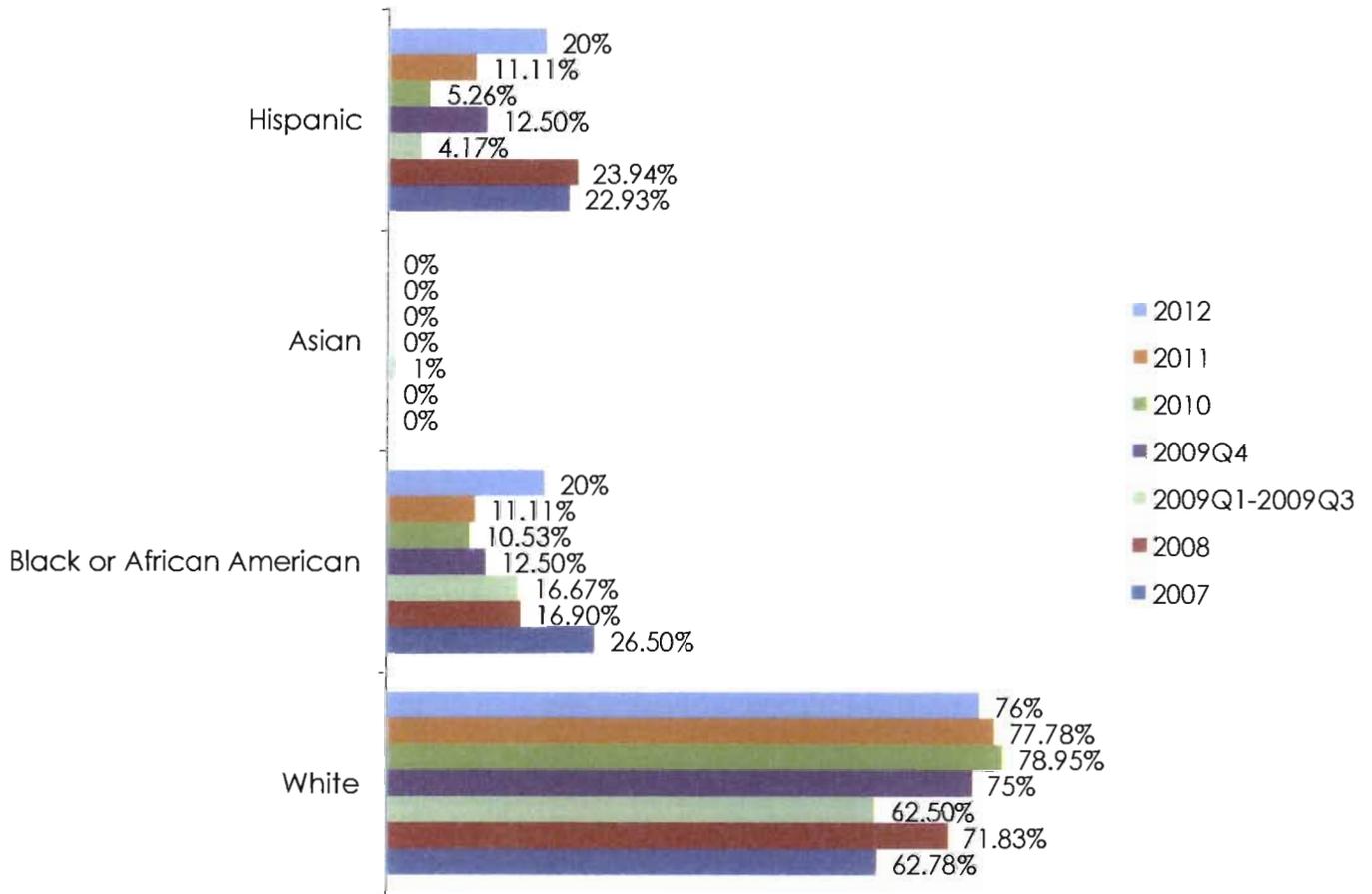
Table: Percentage of High Cost Loans by Race, 2007-2012

Year	White	Black or African American	Asian	Hispanic	Non-Hispanic
2007	62.78%	26.5%	0%	22.93%	69.36%
2008	71.83%	16.9%	0%	23.94%	66.20%
2009Q1-2009Q3	62.5%	16.67%	1%	4.17%	75%
2009Q4	75%	12.50%	0%	12.5%	87.5%
2010	78.95%	10.53%	0%	5.26%	84.21%
2011	77.78%	11.11%	0%	11.11%	77.78%
2012	76%	20%	0%	20%	80%

Source: Policy Map, HMDA Report of City: Pompano Beach, 2015

White loan applicants had the highest rate of subprime/high cost loans in Pompano Beach in 2012 at 76% (19 loans) of all its racial category originations. African Americans and Hispanics had the second largest rate of subprime/high cost loans with both groups at 20% while Asian loan originations had the lowest rate of subprime/high cost loans at 0%. In 2012, the median high cost/subprime loan for White applicants was \$129,000. In that same year, the median value subprime/high cost loan for African Americans was \$78,000 and \$108,000 for Hispanics.

Figure: Comparison of Rate of High Cost Loans by Race, Pompano Beach



B. Foreclosure Data

The Broward Housing Council’s *2014 Broward County Affordable Housing Needs Assessment* indicates that home foreclosure activity in Broward County has improved slightly in the past two years. However, the County’s foreclosure rate of 1 in 310 properties is still considered high. As of April 2014, Pompano Beach had the third highest foreclosure rate in the County with about 1 in every 305 properties in foreclosure. At that time, the City’s foreclosure rate was preceded by far higher rates in Deerfield Beach (1 in every 523 properties) and Dania Beach (1 in every 456 properties) and was just behind Fort Lauderdale’s rate of 1 in every 307 properties, according to RealtyTrac.

C. Broward County Civil Rights Office Complaints

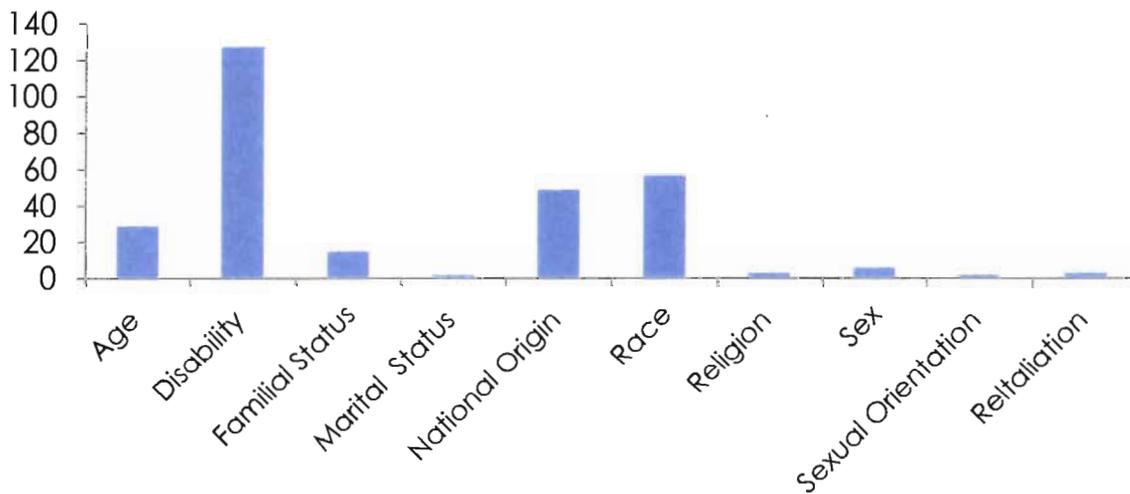
Broward County received 294 housing complaints between October 2010 and September 2015. Disability was the most common basis of discrimination complained of (128 or 43%), followed by Race (57 or 19%), National Origin (49 or 17%), and Age (29 or 10%).

Table: Broward County Complaints 10/2010 – 9/2015

Basis of Complaint	Count
Age	29
Disability	128
Familial Status	15
Marital Status	2
National Origin	49
Race	57
Religion	3
Sex	6
Sexual Orientation	2
Retaliation	3
Total	294

Source: Broward County Civil Rights Division, 2015

Figure: Number of Complaints 10/2010 – 9/2015



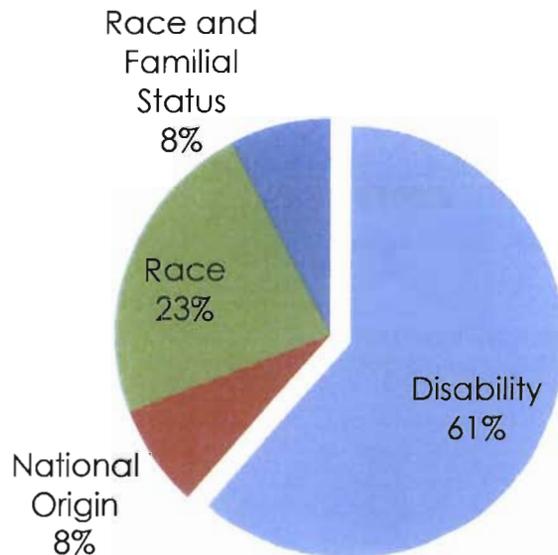
Disability (8 or 61%) was the most common basis of discrimination complaints in Pompano Beach. Race was the second most common basis of discrimination complaints (3 or 23%), followed by National Origin and a dual complaint of Race and Familial Status.

Table: Pompano Beach Complaints 10/2010 – 9/2015

Basis of Complaint	Count
Disability	8
National Origin	1
Race	3
Race and Familial Status	1
Total	13

Source: Broward County Civil Rights Division, 2015

Figure: Number of Complaints, Pompano Beach 10/2010 – 9/2015



69% or 9 out the 13 complaints in Pompano Beach resulted in a judicial consent order conciliated after cause was found. At least 1 complaint successfully reached a settlement/conciliation. Two complaints were withdrawn without a resolution. One complaint was reactivated to HUD (Note: Has an “R” Dismissal Code which is not included in the Closure Codes. HUD Case Number: 041301058 FY2012).

IV. IMPEDIMENTS AND RECOMMENDATIONS

Upon completion of examination of all available data and public comments and input, the following are the key impediments to fair housing choice in Pompano Beach. Each impediment is followed by a specific recommendation to address it.

Impediment #1: Violations of federal and local fair housing laws in the city of Pompano Beach.

Recommendation: The City of Pompano Beach should continue to enforce local, state and federal fair housing laws by reporting violations and allegations of violations to the appropriate government agency.

Impediment #2: Awareness of fair housing laws, issues, potential violations and resources appears to be limited.

Recommendation: The City of Pompano Beach should continue to provide information on fair housing laws to the public, its staff, Realtors, property owners and lenders through educational activities including workshops, public service announcements and presentations to targeted groups.

Impediment #3: Continued disparity by race in mortgage origination and access to non-predatory loans.

Recommendation: The City of Pompano Beach should continue to provide educational fair housing and fair lending materials to local lenders and support homebuyer workshops that provide education to homebuyers.

Impediment #4: Continued concentration of racial minorities in low-opportunity communities.

Recommendation: The City should continue to promote efforts to desegregate communities through educational efforts to expand opportunities in all communities throughout the city.

Impediment #5 : Lack of adequate capital resources to address affordable housing gap.

Recommendation: Continue to work with all development stakeholders in the city and region to promote affordable housing development. The City should strategically utilize local resources including the CRA, housing trust fund and the potential Broward County Linkage Fee to address gaps in affordable housing development projects.

APPENDIX A: Public Comments

Comments from the City of Pompano Beach Community Redevelopment Agency

Portions of Pompano Beach has a substantial level of segregation and a significant concentration of minorities. These Census Tracts are all west of the FEC RR. Four of these Census Tracts are low-income. Need is to create a strategy to diversify ethnicity and increase racial diversity as well as raising income levels within these low-income Census Tracts.

Median Household Income for Pompano is \$40,221 as compared to \$51,251 for Broward County. Pompano Beach has a higher unemployment rate than Broward County and the State of Florida. In addition, Pompano Beach has a lower high school graduation rate and a lower rate of achieving a bachelor's degree or higher than Broward County and the State of Florida. Need is to create a strategy to attract more educational institutions, provide more training opportunities and attract more skilled labor to the area.

Report indicates that Pompano Beach's affordable rental housing demand/supply is insufficient to meet the demands of very low and low-income renter households. This is true if demographics and income is the basis for all analysis. The solution is not to build more affordable housing to meet the demand. The need is to create a strategy to reverse the cycle to attract a better housing mix.

Report indicates that more than half of Pompano Beach's housing structures were built between 1960 and 1979 and only 7% were built after 2000. The Need is to focus on renovating existing housing stock, specifically those identified as being substandard. If we continue to build more affordable income restricted units, we are creating the demand. As new units come online, tenants in older units will transition to the newer units; thereby, leaving vacant units to be occupied by more families in the low to very low income range. We need to reverse this downward cycle and look for strategies to create a better income mix.

Fair Housing Survey was placed on the City website. There was one response:

Q1 What is your primary role in the housing industry?

Answered: 1 Skipped: 0

- Advocate
- Construction/Development
- Insurance
- Law/Legal Services
- Lending/Mortgage Ind
- Government employee (no
- Property Management
- Real Estate /Brokerage
- Service Provider
- City of Pompano Beach

Other (please specify)



Answer Choices	Responses	
Advocate	0.00%	0
Construction/Development	0.00%	0
Insurance	0.00%	0
Law/Legal Services	0.00%	0
Lending/Mortgage industry	0.00%	0
Government employee (not City of Pompano Beach)	0.00%	0
Property management	0.00%	0
Real estate sales/Brokerage	0.00%	0
Service provider	0.00%	0
City of Pompano Beach renter or homeowner	0.00%	0

Other (please specify)

100.00%

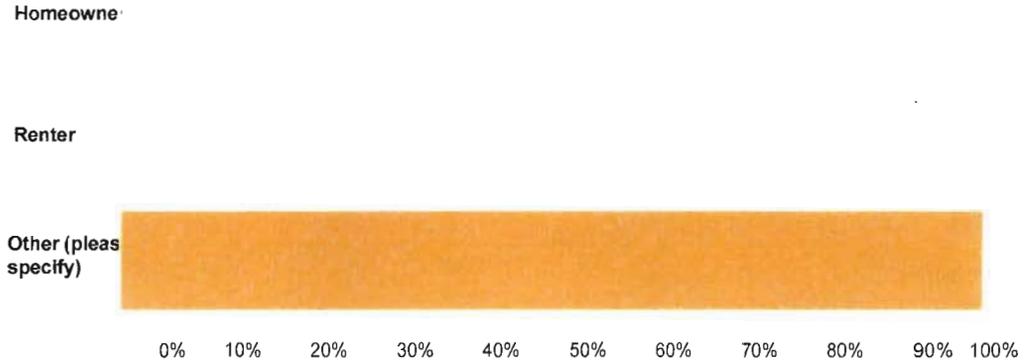
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Total

1

Q2 In the City of Pompano Beach, are you a

Answered: 1 Skipped: 0



Answer Choices

Responses

Homeowner

0.00%

Renter

0.00%

Other (please specify)

100.00%

Total

1

Q3 How familiar are you with fair housing laws?

Answered: 0 Skipped: 1

! No matching responses.

Answer Choices	Responses	
Very familiar	0.00%	0
Somewhat familiar	0.00%	0
Not familiar	0.00%	0
Total		0

Q4 Do you think fair housing laws are easy to understand and follow?

Answered: 1 Skipped: 0



I do not know

0% 10% 20% 30% 40% 50% 60% 70% 80% 90%
100%

Answer Choices

Yes

No

I do not know

Total

Responses

100.00%

0.00%

0.00%

Q5 Do you believe housing discrimination is an issue in Pompano Beach?

Answered: 1 Skipped: 0

I do not know

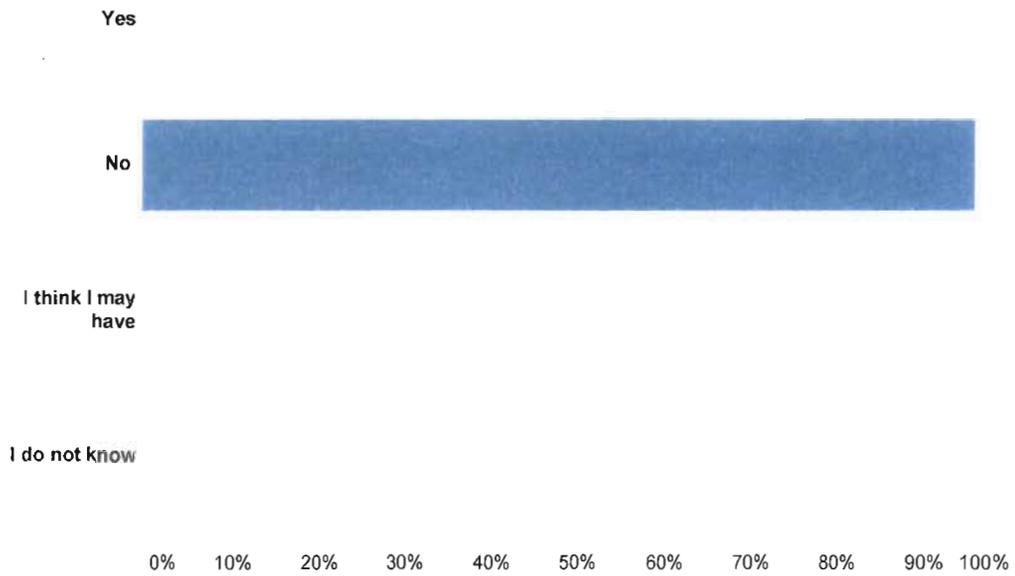


0% 10% 20% 30% 40% 50% 60% 70% 80% 90%
100%

Answer Choices	Responses	
Yes	0.00%	0
No	0.00%	0
I do not know	100.00%	1
Total		1

Q6 Have YOU ever experienced housing discrimination in Pompano Beach?

Answered: 1 Skipped: 0



Answer Choices	Responses	
Yes	0.00%	0
No	100.00%	1
I think I may have	0.00%	0
I do not know	0.00%	0
Total		1

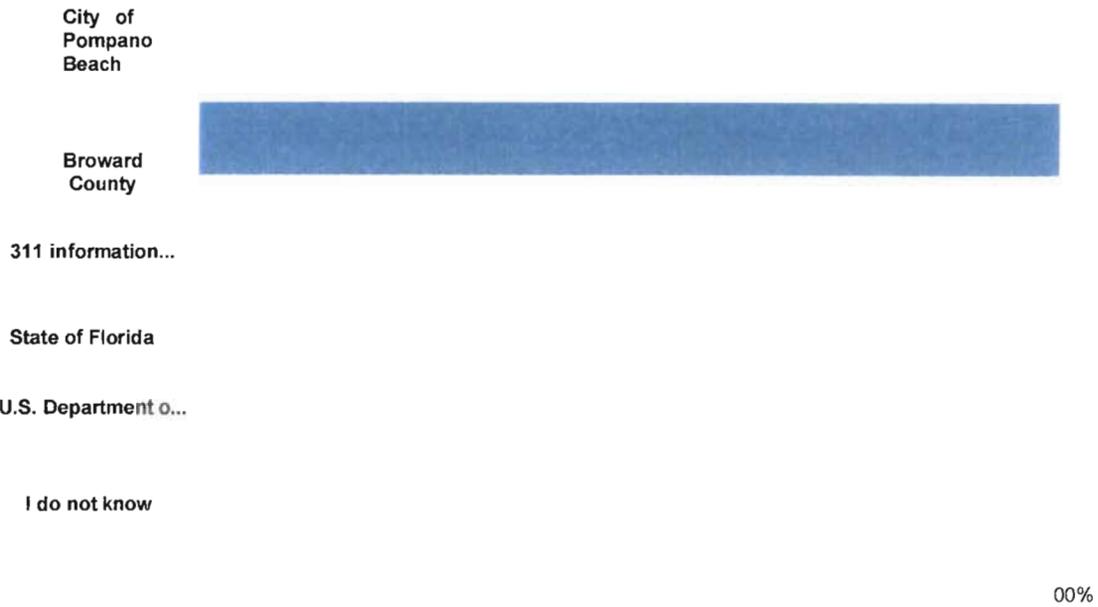
Q7 On what basis do YOU believe you were discriminated against? (Please select all that apply.)

Answered: 0 Skipped: 1

No matching responses

Answer Choices	Responses	
Race	0.00%	0
Color	0.00%	0
National origin	0.00%	0
Religion	0.00%	0
Gender	0.00%	0
Family status (family with children)	0.00%	0
Disability	0.00%	0
Sexual orientation	0.00%	0
Other (please specify)	0.00%	0
Total		0

Q8 If you felt YOUR fair housing rights had been violated, where would you file a complaint?



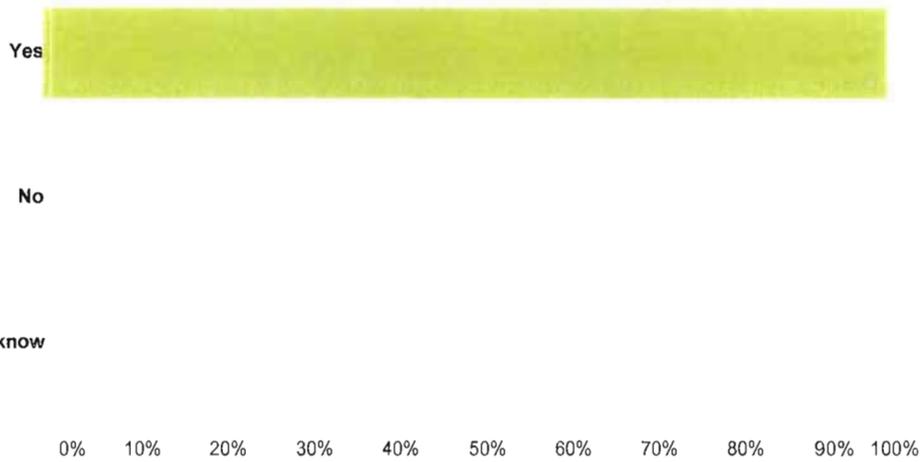
Answer Choices

Responses

Answer Choices	Percentage	Count
City of Pompano Beach	0.00%	0
Broward County	100.00%	1
311 information phone line	0.00%	0
State of Florida	0.00%	0
U.S. Department of Housing and Urban Development (HUD)	0.00%	0
I do not know	0.00%	0
Total		1

Q9 Do you feel fair housing laws are adequately enforced in the City of Pompano Beach?

Answered: 1 Skipped: 0



Answer Choices	Responses	
Yes	100.00%	1
No	0.00%	0
I do not know	0.00%	0
Total		1

Q10 If you had questions about fair housing laws, where would you go?

Answered: 1 Skipped: 0

Internet

City of Pompano Beach

Broward County

311

information...

The local

realtors...

Other (please specify)

00%

Answer Choices

Responses

Internet

100.00%

1

City of Pompano Beach

0.00%

0

Broward County

0.00%

0

311 information phone line

0.00%

0

The local realtors association

0.00%

0

Other (please specify)

0.00%

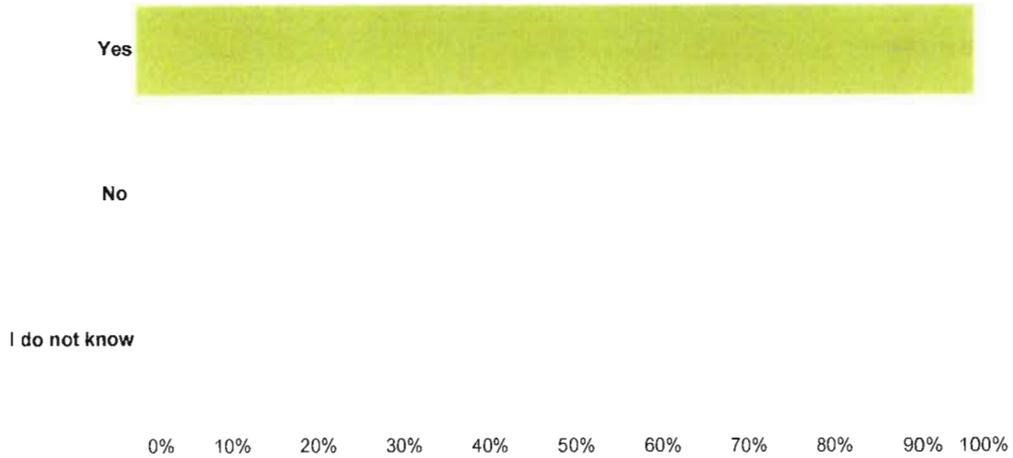
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Total

1

Q11 Are you aware of any educational activities or training opportunities available to you to learn more about fair housing laws?

Answered: 1 Skipped: 0



Answer Choices

Responses

Yes

100.00%

1

No

0.00%

0

I do not know

0.00%

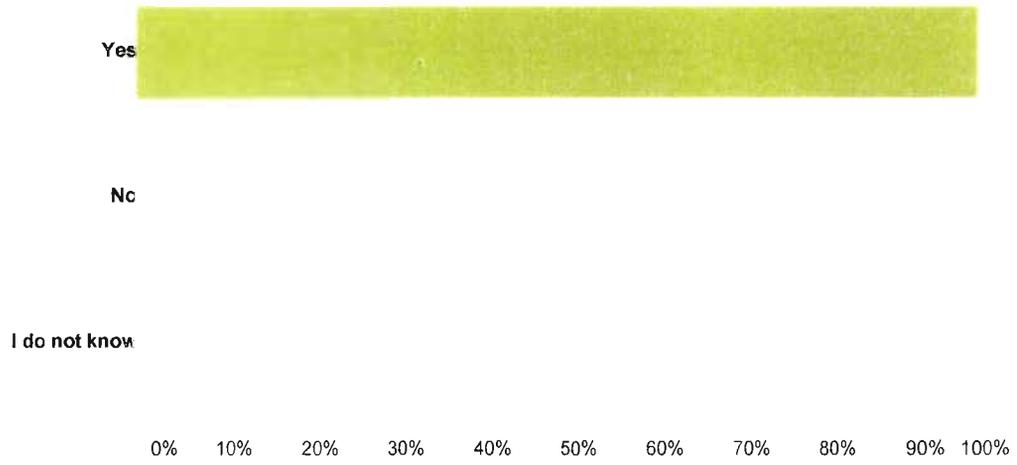
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Total

1

Q12 If you answered “Yes” to the previous question, can you tell us if you have participated in a fair housing event/activity/training in Pompano Beach before?

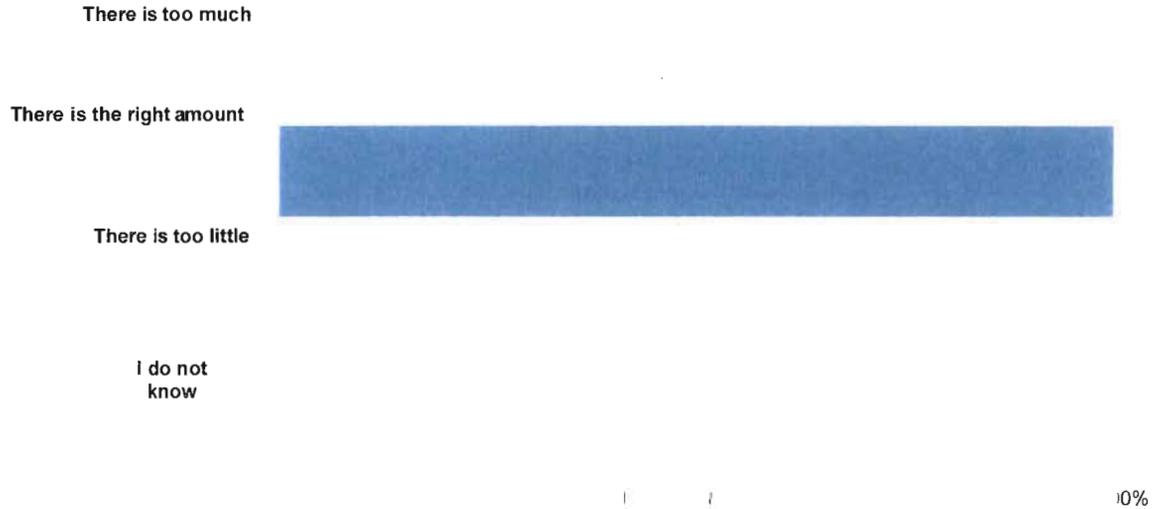
Answered: 1 Skipped: 0



Answer Choices	Responses	
Yes	100.00%	1
No	0.00%	0
I do not know	0.00%	0
Total		1

Q13 Can you provide us with your opinion on the level of fair housing education activities and outreach available in Pompano Beach?

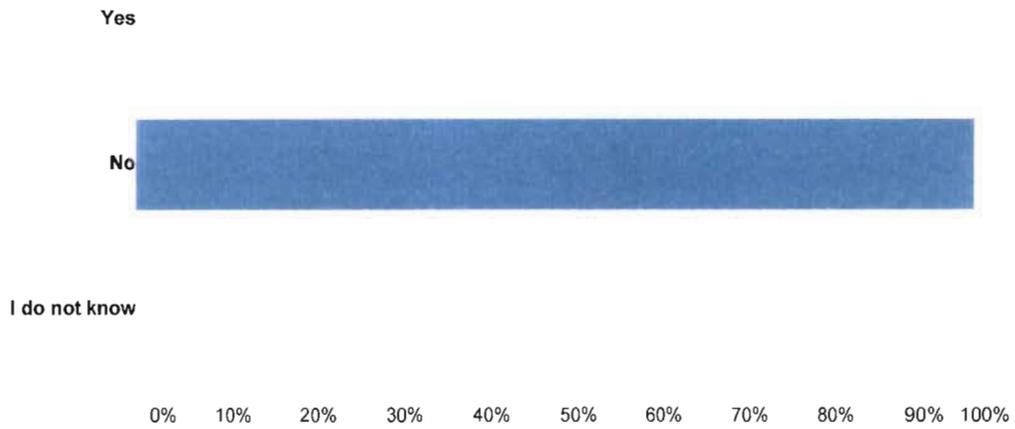
Answered: 1 Skipped: 0



Answer Choices	Responses	
There is too much	0.00%	0
There is the right amount	100.00%	1
There is too little	0.00%	0
I do not know	0.00%	0
Total		1

**Q14 Have you heard of recent fair housing violations in Pompano Beach?
(Example:
on the news, in a newspaper article,
word of mouth.)**

Answered: 1 Skipped: 0



Answer Choices

Responses

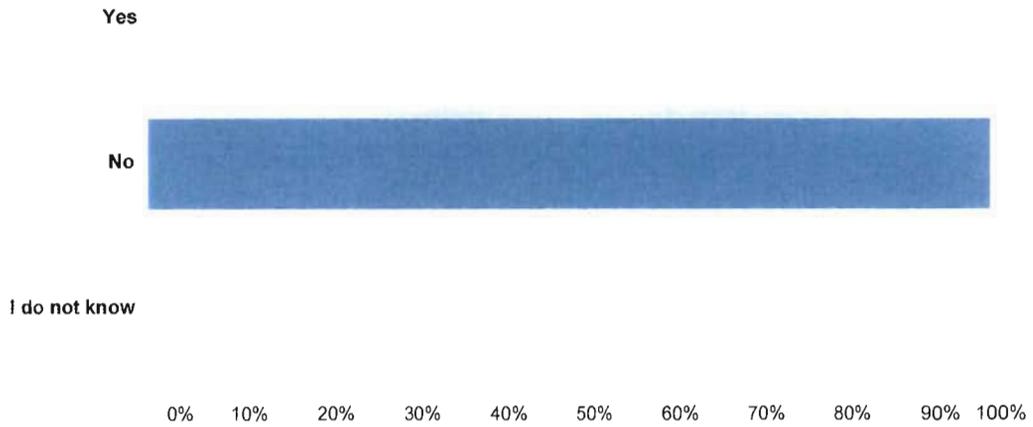
Yes	0.00%	0
No	100.00%	1
I do not know	0.00%	0

Total

1

Q15 Has someone tried to impede/prevent your right to rent a unit at a building in Pompano Beach due to the protected classes (age, color, disability, race, religion, etc.) identified earlier in this survey?

Answered: 1 Skipped: 0



Answer Choices

Yes

No

I do not know

Responses

0.00%

100.00%

0.00%

0

1

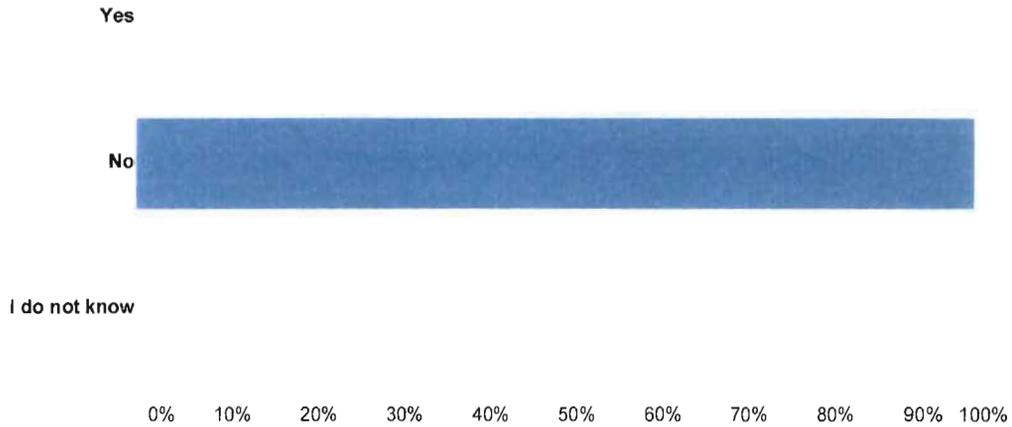
0

Total

1

Q16 Has someone tried to impede/prevent your right to buy a home in Pompano Beach due to one or more of the protected classes (your age, color, race, religion, a disability, etc.) identified earlier in this survey?

Answered: 1 Skipped: 0



Answer Choices

Responses

Yes	0.00%	0
No	100.00%	1
I do not know	0.00%	0
Total		1

**Q17 The real estate industry?
(Example: Only showing properties
to families with children in certain
areas.)**

Answered: 1 Skipped: 0

Yes

No

I don't know

If you answered "Ye...

10%

Answer Choices

Responses

Yes

0.00% 0

No

100.00% 1

I don't know

0.00% 0

If you answered "Yes" to this question, please discuss the impediments or barriers in the box below:

0.00% 0

Total

1

**Q18 The rental housing market?
(Example: Refusing to rent based on
religion or color.)**

Answered: 1 Skipped: 0

Yes

No

I don't know

If you answered "Ye...

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Answer Choices

Responses

Yes

0.00% 0

No

100.00% 1

I don't know

0.00% 0

If you answered "Yes" to this question, please discuss the impediments or barriers to fair housing choice in regard to the rental housing market in the box below:

0.00% 0

Total

1

Q19 The mortgage and home lending industry? (Example: Offering higher interest rates to women or racial minorities.)

Answered: 1 Skipped: 0

Yes

No

I don't know

If you answered "Ye...

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Answer Choices

Responses

Yes

0.00% 0

No

100.00% 1

I don't know

0.00% 0

If you answered "Yes" to this question, please discuss the impediments or barriers in the box below:

0.00% 0

Total

1

Q20 The housing construction or housing design fields? (Example: New rental complexes built with narrow doorways that do not allow wheelchair accessibility)

Answered: 1 Skipped: 0

Yes

No

I don't know

If you answered "Ye...

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Answer Choices

Responses

Yes	0.00%	0
No	100.00%	1
I don't know	0.00%	0
If you answered "Yes" to this question, please discuss the impediments or barriers in the box below:	0.00%	0

Total

1

**Q21 The home insurance industry?
(Example: Limiting policies and coverage for racial minorities.)**

Answered: 1 Skipped: 0



If you answered "Ye...

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Answer Choices

Responses

Yes

0.00% 0

No

100.00% 1

I don't know

0.00% 0

If you answered "Yes" to this question, please discuss the impediments or barriers in the box below:

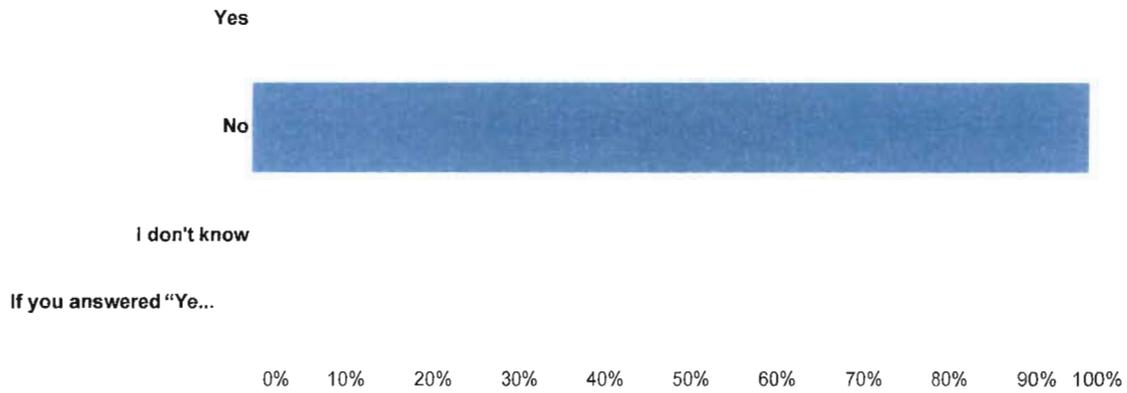
0.00% 0

Total

1

**Q22 The home appraisal industry?
(Example: Basing home values on
the ethnic composition of
neighborhoods.)**

Answered: 1 Skipped: 0



Answer Choices

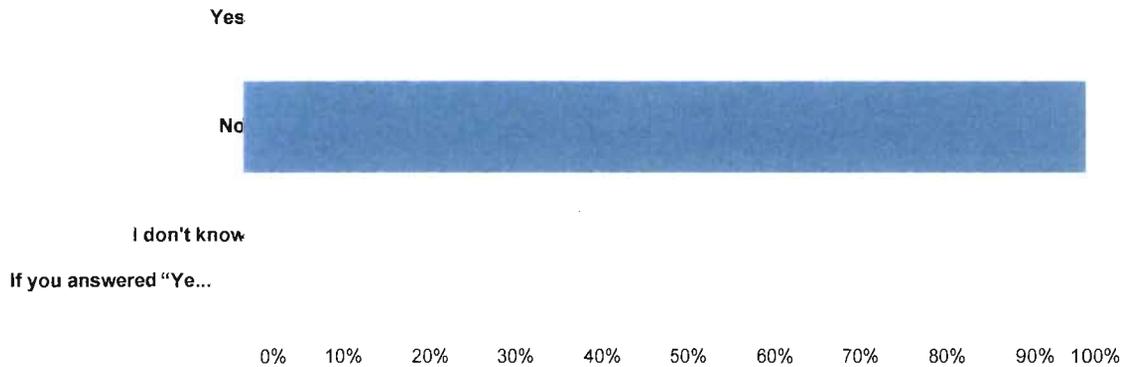
Responses

Yes	0.00%	0
No	100.00%	1
I don't know	0.00%	0
If you answered "Yes" to this question, please discuss the impediments or barriers in the box below:	0.00%	0

Total 1

**Q23 Maintenance of foreclosed vacant properties by mortgage lenders?
(Example: Mortgage lender does not maintain certain properties but maintains others that have successfully acquired a judgment of foreclosure.)**

Answered: 1 Skipped: 0



I don't know
If you answered "Ye...

Answer Choices

Responses

Yes	0.00%	0
No	100.00%	1
I don't know	0.00%	0
If you answered "Yes" to this question, please discuss the impediments or barriers in the box below:	0.00%	0
Total		1

Q24 Any other housing services?

Answered: 1 Skipped: 0

Yes



No

I don't know

If you answered "Ye...

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Answer Choices

Responses

Yes

0.00% 0

No

100.00% 1

I don't know

0.00% 0

If you answered "Yes" to this question, please discuss the impediments or barriers in the box below:

0.00% 0

Total

1

Q25 Zoning laws? (Example: Laws that restrict placement of group homes.)

Answered: 1 Skipped: 0

Yes



No

I don't know

If you answered "Ye...

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Answer Choices

Responses

Yes

0.00% 0

No

100.00% 1

I don't know

0.00% 0

If you answered "Yes" to this question, please discuss the impediments or barriers to fair housing choice in regard to land use policies in the box below:

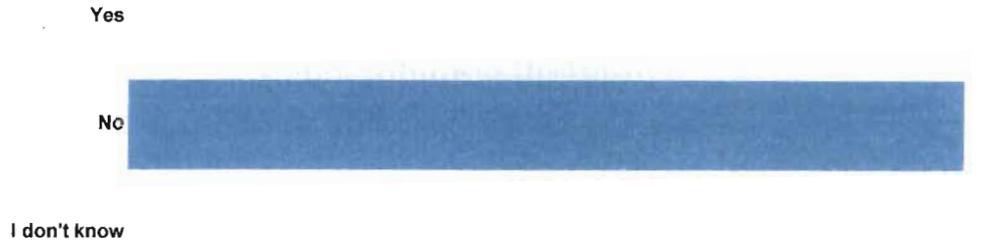
0.00% 0

Total

1

Q26 Land use policies? (Example: Policies that concentrate multi-family housing in limited areas.)

Answered: 1 Skipped: 0



If you answered "Ye...

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Answer Choices

Responses

Yes

0.00% 0

No

100.00% 1

I don't know

0.00% 0

If you answered "Yes" to this question, please discuss the impediments or barriers in the box below:

0.00% 0

Total

1

Q27 Occupancy standards or health and safety codes? (Example: Codes being inadequately enforced in immigrant communities.)

Answered: 1 Skipped: 0

Yes

No

I don't know

If you answered "Ye...

10%

Answer Choices

Responses

Yes

0.00% 0

No

100.00% 1

I don't know

0.00% 0

If you answered "Yes" to this question, please discuss the impediments or barriers in the box below:

0.00% 0

Total

1

Q28 Property assessment and tax policies? (Example: Lack of tax incentives for making reasonable accommodations or modifications for the disabled.)

Answered: 1 Skipped: 0

Yes



No

I don't know

If you answered "Ye..."

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Answer Choices	Responses
Yes	0.00% 0
No	100.00% 1
I don't know	0.00% 0
If you answered "Yes" to this question, please discuss the impediments or barriers in the box below:	0.00% 0
Total	1

**Q29 The permitting process? (Example:
Not offering written documents on
procedures in alternate languages.)**

Answered: 1 Skipped: 0

Yes



No

I don't know

If you answered "Ye...

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Answer Choices

Responses

Yes

0.00% 0

No

100.00% 1

I don't know

0.00% 0

If you answered "Yes" to this question, please discuss the impediments or barriers in the box below:

0.00% 0

Total

1

**Q30 Housing construction standards?
(Example: Lack of or confusing
guidelines for construction of
accessible housing.)**

Answered: 1 Skipped: 0

Yes



No

I don't know

If you answered "Ye...

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Answer Choices

Responses

Yes

0.00% 0

No

100.00% 1

I don't know

0.00% 0

If you answered "Yes" to this question, please discuss the impediments or barriers in the box below:

0.00% 0

Total

1

Q31 Neighborhood or community development policies? (Example: Policies that encourage development in narrowly defined areas of the community.)

Answered: 1 Skipped: 0

Yes

No

I don't know

If you answered "Ye...

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%



Answer Choices

Responses

Yes

0.00% 0

No

100.00% 1

I don't know

0.00% 0

If you answered "Yes" to this question, please discuss the impediments or barriers in the box below:

0.00% 0

Total

1

Q32 Are you aware of any barriers that limit access to government services, such as a lack of transportation or employment services?

Answered: 1 Skipped: 0

Yes

No

I don't know

If you answered "Ye...

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%



Answer Choices

Responses

Yes

0.00% 0

No

100.00% 1

I don't know

0.00% 0

If you answered "Yes" to this question, please discuss the impediments or barriers in the box below:

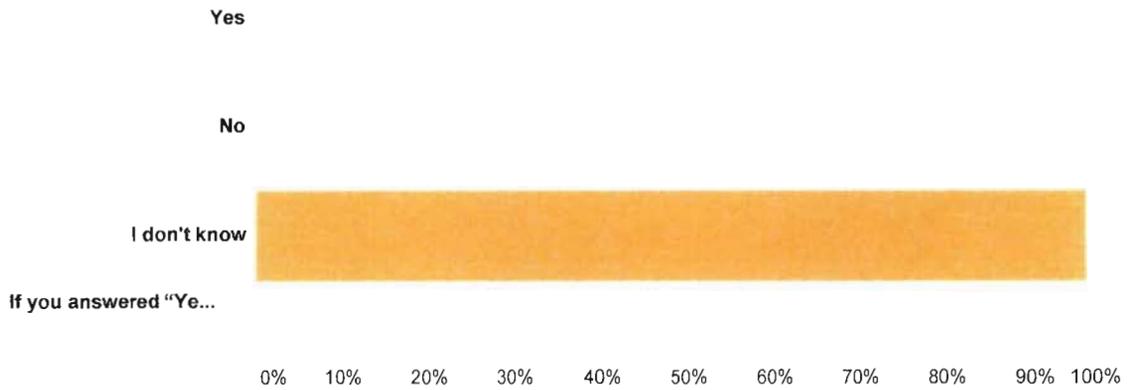
0.00% 0

Total

1

Q33 Does the quality of the local public school district affect the location of where households choose to live?

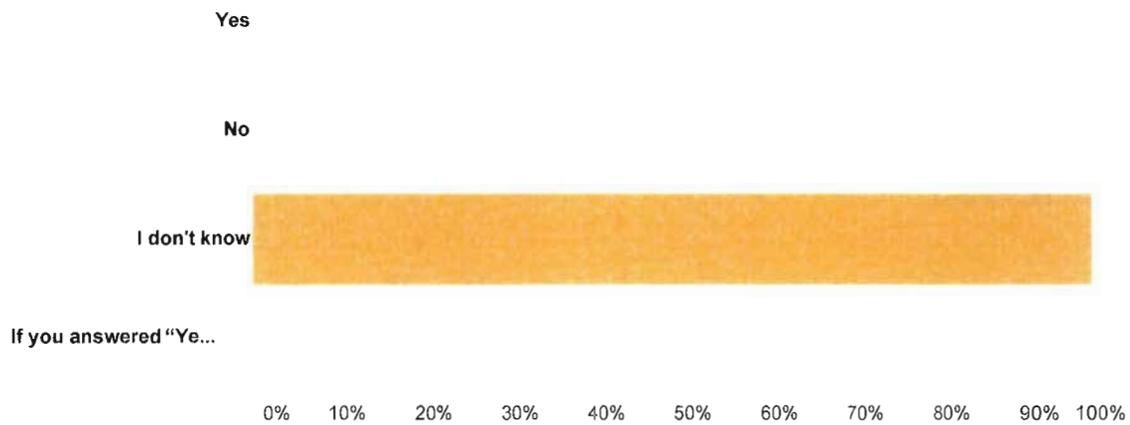
Answered: 1 Skipped: 0



Answer Choices	Response
Yes	0.00%
No	0.00%
I don't know	100.00%
If you answered "Yes" to this question, please discuss the impediments or barriers in the box below. If you can, which Pompano Beach school districts are good and which are poor:	1
Total	1

Q34 Are there any other public administrative actions or regulations in your community that act as barriers to fair housing choice?

Answered: 1 Skipped: 0



If you answered "Ye..."

Answer Choices

Responses

Yes

0.00% 0

No

0.00% 0

I don't know

100.00% 1

If you answered "Yes" to this question, please indicate the administrative action or regulation and discuss how it creates impediments or barriers to fair housing choice:

0.00% 0

Total

1

Q35 Are there specific areas of Pompano Beach that you feel have fair housing problems?

Answered: 1 Skipped: 0

Yes

No

I do not know

If you answered "Ye...

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Answer Choices

Responses

Yes

0.00% 0

No

100.00% 1

I do not know

0.00% 0

If you answered "Yes" please name the geographic area(s)/neighborhood(s):

0.00% 0

Total

1

Q36 The information you share with us will be anonymous. However, if we have questions about any of your responses, we would like to be able to contact you for clarification. While this is completely optional, please provide the following information:

Answered: 0 Skipped: 1

Answer Choices	Responses	
Organization:	0.00%	0
Name:	0.00%	0
E-mail address:	0.00%	0
Phone number:	0.00%	0



**City of Pompano Beach
Office of Housing and Urban Improvement**

Memorandum No. 15-178

MEMORANDUM

DATE: June 11, 2015
TO: Dennis Beach, City Manager
THROUGH: Gordon Linn, City Attorney
FROM: Miriam Carrillo, Director *MC*
RE: **Agenda Item – First Amended LHAP**

This resolution approves the City's First Amended 2015-2018 Local Housing Assistance Plan (LHAP) as required by the State Housing initiatives Partnership Program Act (SHIP).

The present LHAP was approved on April 14, 2015 through Resolution 2015-264 and submitted to the State as required for review and approval. The First Amended LHAP reflects the changes made in response to the State's review. It is now necessary to submit the approved, amended LHAP in order for the City to receive the SHIP funding necessary to carry out the affordable housing programs outlined in it.

Please place this item on the June 23, 2015 agenda.

Thank you.

Attachments



City Attorney's Communication #2015-1114

June 11, 2015

TO: Mark Korman, Program Compliance Manager
FROM: Gordon B. Linn, City Attorney
RE: Resolution –Amended Local Housing Assistant Plan

As requested in your e-mail of June 9, 2015, I have prepared and attached the following form of resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE AMENDED LOCAL HOUSING ASSISTANCE PLAN PURSUANT TO THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE ANY NECESSARY CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE AMENDED LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING AN EFFECTIVE DATE.

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



GORDON B. LINN

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE AMENDED LOCAL HOUSING ASSISTANCE PLAN PURSUANT TO THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE ANY NECESSARY CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE AMENDED LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Department of Housing and Urban Improvement prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation and now desires to submit an amended plan; and

WHEREAS, the City Commission finds that it is in the best interest of the public for the City of Pompano Beach to submit an amended Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; now, therefore,

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

SECTION 1. The City Commission of the City of Pompano Beach hereby approves the amended Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation for fiscal years 2015-2016, 2016-2017, 2017-2018.

SECTION 2. The City Manager is hereby designated and authorized to execute any

certifications required by the Florida Housing Finance Corporation as related to the amended Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

SECTION 3. City staff is hereby authorized and directed to submit the said approved amended plan for review and approval by the Florida Housing Finance Corp.

SECTION 4 This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/ds
6/11/15
l:reso/2015-384

City of Pompano Beach

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2015-2016, 2016-2017, and 2017-2018



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A. Name of the participating local government and Interlocal if Applicable.....	1
B. Purpose of the program.....	1
C. Fiscal years covered by the Plan: 2015-2016, 2016-2017 and 2017-2018.....	1
D. Governance.....	1
E. Local Housing Partnership.....	1
F. Leveraging.....	1
G. Public Input.....	1
H. Advertising and Outreach.....	1
I. Discrimination.....	1
J. Support Services and Counseling.....	1
K. Purchase Price Limits.....	1
L. Income Limits, Rent Limits and Affordability.....	1
M. Welfare Transition Program.....	1
N. Monitoring and First Right of Refusal.....	1
O. Administrative Budget.....	1
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Q. Essential Service Personnel Definition.....	1

	R. Green Building and Energy Saving products and processes:	1
II.	LHAP Strategies	1
	A. Rehabilitation — Code 3	1
	B. Demolition/Reconstruction — Code 4	1
	C. Purchase Assistance with Rehab — Code 1	1
	D. Emergency Repair — Code 6	1
	E. New Construction Rental — Code 21	1
	F. Disaster Repair/Mitigation — Code 5	1
	G. Rental and Security Deposit Strategy — Code 23	1
III.	LHAP Incentive Strategies	1
	A. Name of the Strategy: Expedited Permitting	1
	B. Name of the Strategy: Ongoing Review Process	1
	C. Name of the Strategy: The affordable housing definition on the appointment Resolution	1
	D. Name of the Strategy: The modification of impact fee requirements including reduction or waiver of fees and alternative methods of fee payment, providing no city general funds are expended.	1
	E. Name of the Strategy: Reservation of infrastructure capacity for housing for very low and low-income persons.	1
	F. Name of the Strategy: The preparation of a printed inventory of locally owned public land suitable for affordable housing.	1
	G. Name of the Strategy: The provision of a financing vehicle to aid very low, low and moderate-income families in securing a home.	1
	H. Name of the Strategy: The allowance of flexibility in densities for Affordable Housing.	1
	I. Name of the Strategy: Reduce parking and setback requirements for Affordable Housing.	1
	J. Name of the Strategy: Proximity of development near transportation hubs/major employers.	1
	K. Name of the Strategy: Notification and input of all affordable housing projects	1
	L. Name of the Strategy: Incentives for affordable homes that include energy efficiency.	1
IV.	EXHIBITS:	1

2013I. General Program Description

A. Name of the participating local government and Interlocal if Applicable

City of Pompano Beach

Interlocal: Yes _____ No X

_____ ~~If "Yes", name of participating local government(s) in the Interlocal Agreement;~~

_____ ~~A copy of the Interlocal Agreement must be attached as Exhibit H.~~

B. Purpose of the program

Creation of the Plan is for the purpose of:

1. ~~To meet~~Meeting the housing needs of the very low, low and moderate income households;
2. ~~to expand~~Expanding production of and ~~preserve and~~ preservation of affordable housing; and
3. ~~to further~~Furthering the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2015-2016, 2016-2017 and 2017-2018

D. Governance

The SHIP Program is established in accordance with Section 420.907-9079,
~~_____~~ Florida Statutes and Chapter 67-37, Florida Administrative Code.

Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership

The SHIP Program encourages building active partnerships between government,

lenders, builders and developers, real estate professionals, advocates for low-
———income persons and community groups.

F. —— Leveraging

The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input

Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach

SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Discrimination

In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

J. Support Services and Counseling

Support services are available from various sources. Available support services —— may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling and Transportation.

K. Purchase Price Limits

The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be ~~that~~ calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, ~~which~~ can be lower than, but may not exceed, 90% of the median area purchase price established by the

U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department

Local HFA Numbers

The purchase price limit for new and existing homes is shown on the Housing Delivery Goals Charts.

L. Income Limits, Rent Limits and Affordability

The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

Affordable means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

M. Welfare Transition Program

Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

N. Monitoring and First Right of Refusal

In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides the same monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$3,000 or less shall not be subject to these annual monitoring and

determination of tenant eligibility requirements. Tenant —eligibility will be monitored annually for no less than 15 years or the term of assistance, whichever is longer, unless as specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

O. Administrative Budget

A line-item budget of proposed Administrative Expenditures is attached as Exhibit

A.

The City of Pompano Beach finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states:

“A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan.”

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states:

“The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.”

The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

P. _____ Program Administration

Administration of the local housing assistance plan will be wholly performed and maintained by the City of Pompano Beach.

Q. _____ Essential Service Personnel Definition

Essential Services Personnel are defined as, ~~but not limited to,~~ teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel, ~~and other job categories as the City of Pompano Beach may deem essential during the~~

~~course of the administration of the local housing assistance plan. Essential Service Personnel means, pursuant to Chapter 2006-69, Laws of Florida, persons in need of affordable housing who are employed in occupations or professions in which they are considered essential service personnel, as defined by each county and eligible municipality within its respective local housing assistance plan pursuant to Section 420.9075(3)(a), F.S.~~

R. _____ Green Building and Energy Saving products and processes:

In accordance with Section 420.9075 (3) (d), Florida Statutes, in the rehabilitation and construction of housing, the City will encourage innovative design, green building principles, storm resistant construction or other elements that reduce long term costs relating to maintenance, utilities or insurance. When required, all work will meet the Florida Building Code standards. ~~The City will include~~ may require any of the, but not limited to, also encourage the following features features listed below when economically feasible in the rehabilitation or construction use of homes. This list is not all-inclusive; building materials and installation of appliances that improve energy efficiency and/or meet energy star requirements.

i. Water-Conserving Appliances and Fixtures

ii. Energy Star Appliances

iii. Efficient Lighting Interior / Exterior

iv. Upgrading of Insulation

v. Air Conditioning Units with a ~~h~~Higher Seer Rating

vi. Impact Resistant Windows

II. LHAP Strategies

A. Rehabilitation	Code 3
-------------------	--------

a. _____ Summary of the Strategy:

_____ This Strategy will use SHIP funds to assist with repairs of owner-occupied homes. The funds will be used to correct some or all minimum housing code violations and incipient defects to their property.

a. _____

b. Fiscal Years Covered: 2015-2016, 2016-2017 and 2017-2018

c. Income Categories to be served: ~~Assistance will be provided to a property occupied by very low, low and moderate-income. Priority will be given to~~

very low and low income -households with special needs until special needs set aside has been met. Next priority will be given to very low and low income households until whose income does not exceed 140% of the very low and low income set asides have been met. Once the special needs and very low and low income set asides have been met, assistance will be provided to very low, low and moderate income households. Priority will be given to very low and low income households and households with special needs until all program set asides have been met.

- d. Maximum award: \$60,000.
- d. ~~Maximum award: \$30,000. A higher amount can be approved by the Director of housing and urban improvement on a case by case basis for unanticipated change orders or additional improvements that may be required not to exceed \$60,000.~~
- e. Terms of the award: Interest Rate, Repayment (hard pay, forgiveness), Recapture and Default.

The funds to each applicant will be in the form of a 15 year deferred payment loan at 0% interest as a recorded mortgage and note on the property. The sum will be completely forgiven after in 15 years, providing there is no conveyance, encumbrance, transfer, rental, or refinancing of the property, as well as, the continued occupaney of and providing that the property continues to be occupied as the applicant's principal residence. Expenses for project delivery cost shall be in the form of a grant.

Repayment Provision: Should the property be sold, rented or refinanced during the 15 years, the full amount of the loan becomes due and payable to the SHIP Housing Trust Fund.

If the applicant requests a refinance of their current first mortgage, a **Repayment Provision: Should the property be sold, rented or refinanced during the 15 years, the full amount of the loan becomes due and payable to the SHIP Housing Trust Fund.**

Subordination of a Housing Rehabilitation Program (Program Loan) for the purpose of refinancing an existing debt that is in a superior lien position to the Program Loan may be allowed in accordance with the OHUI Loan Subordination Policy, as amended from time to time. Subordination restrictions:

1. Subordination of the Program Loan will not be approved for a purpose other than refinance debt that was secured by the subject property prior to or of the same date of the Program Loan.

2. The under certain circumstances as stated in the City of Pompano Beach will only allow one subordination approval during the course, Office of the Program Loan.

3. The City of Pompano Beach reserves the right to deny any subordination request it deems not in it's or the homeowner's best interest. The authority to approve subordination requests or exceptions to the City's Loan Subordination Housing and Urban Improvement Policy will rest with the City Manager or his/her designee.

4. and Procedures Manual. Income eligible heirs Eligible Heirs may be able to assume the note upon qualification qualification.

Recapture Provision: In the event of default (failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and/or loss of property ownership) the loan will be in default and the funds will be recaptured.

f. Recipient Selection Criteria:

Applications Applicants for assistance will be received after an advertisement period in the local newspaper and flyers. The City of Pompano Beach typically accepts applications once a year. Only those who comply with the preliminary application process are eligible to submit an application. The applications are then processed on a first qualified, first served basis until all funds are expended. Priority will be given to very low and low income households with special needs until special needs set aside has been met. Next priority will be given to very low and low income households until the very low and low income set asides have been met. Once the special needs and very low and low income set asides have been met, assistance will be provided to very low, low and moderate income households. Priority will be given to very low and low income applicants and applicants with special needs until all program set asides have been met. The only applicants eligible to apply for funds under this strategy are owner occupied residences.

g. Sponsor Selection Criteria and duties, if applicable: N/A

h. Additional Information: N/A

<p><u>B. B. — Demolition/Reconstruction</u> Code 4</p>
--

a. ~~Summary of the Strategy: Properties that are determined substandard and beyond repair by the rehabilitation inspector will be demolished and a new home built on the site.~~

Structures will be demolished and rebuilt under the following cases:

1. Single family properties that are located in a flood zone, and have estimated the cost of rehabilitation costs exceeding 50% of the assessed value, will be demolished and rebuilt to meet FEMA regulations.

2. Single family properties that are not in a flood zone, but are beyond repair and unsafe for human habitation. The property must meet the definition of an unsafe structure, and the building department in cooperation with the OHUI shall determine the economic feasibility of the rehabilitation and soundness of the structure to determine if a replacement home is financially feasible and necessary.

~~_____~~ b. Fiscal Years Covered: 2015-2016, 2016-2017 and 2017-2018

c. ~~Income Categories to be served: Assistance will be provided to a property occupied by very low, low and moderate-income. Priority will be given to very low and low income households with special needs until special needs set aside has been met. Next priority will be given to very low and low income households until the very low and low income set asides have been met. Once the special needs and very low and low income set asides have been met, assistance will be provided to very low, low and moderate income households.~~

~~whose income does not exceed 140% of the median. Priority will be given to very low and low income households and households with special needs until all program set asides have been met.~~

d. Maximum award: \$140,000

e. Terms of the award: Interest Rate, Repayment (hard pay, forgiveness), Recapture and Default. The funds to each applicant will be in the form of a 15 year deferred payment loan at 0% interest as a recorded mortgage and note on the property. The sum will be completely forgiven ~~after~~after 15 years, providing there is no conveyance, encumbrance, transfer, rental, or refinancing of the property, and providing that the property continues to be occupied as the applicant's principal residence as well as, the continued occupancy of the property as the applicant's principal residence. Expenses for project delivery cost shall be in the form of a grant.

~~**Repayment Provision:** Should the property be sold, rented or refinanced during the 15 years, the full amount of the loan becomes due and payable to the SHIP Housing Trust Fund.~~

~~**Repayment Provision:** Should the property be sold, rented or refinanced during the 15 years, the full amount of the loan becomes due and payable to the SHIP Housing Trust Fund.~~

~~If the applicant request to refinance their current mortgage a Subordination of a Housing Rehabilitation Program (Program Loan) for the purpose of refinancing an existing debt that is in a superior lien position to the Program Loan may be allowed in accordance with the OHUI Loan Subordination Policy, as amended from time to time. Subordination restrictions:~~

- ~~1. Subordination of the Program Loan will not be approved for a purpose other than to refinance debt that was secured by the subject property prior to or of the same date of the Program Loan.~~
- ~~2. The under certain circumstances as stated in the City of Pompano Beach will only allow one subordination approval during the course, Office of the Program Loan.~~
- ~~3. The City of Pompano Beach reserves the right to deny any subordination request it deems not in it's or the homeowner's best interest. The authority to approve subordination requests or exceptions to the City's Loan Subordination Housing and Urban Improvement Policy will rest with the City Manager or his/her designee.~~
- ~~4. and Procedures Manual. Income eligible heirs Eligible Heirs may be able to assume the note upon qualification.~~

Recapture Provision: In the event of default (failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and/or loss of property ownership) the loan will be in default and the funds will be recaptured.

- gf. Sponsor Selection Criteria and duties, if applicable: N/A
- hg. Additional Information: N/A

~~a.~~ Summary of the Strategy: This assistance is for very low, low and moderate income households of the City who wish to purchase an existing or new construction home within the City limits of Pompano Beach. The funds are used for purchase assistance, which includes ~~but is not limited to~~, down payment assistance, mortgage subsidy and/or principal reduction, closing costs, repairs or reduction of the purchase price to make the home affordable.

~~a.~~

b. Fiscal Years Covered: 2015-2016, 2016-2017 and 2017-2018

~~c.~~ Income Categories to be served: e. Income Categories to be served: Assistance will be provided to a property occupied by very low, low and moderate-income. Priority will be given to very low and low income households with special needs until special needs set aside has been met. Next priority will be given to very low and low income households until whose income does not exceed 140% of the very low and low income set asides have been met. Once the special needs and very low and low income set asides have been met, assistance will be provided to very low, low and moderate income households.

~~median.~~ Priority will be given to very low and low income households and households with special needs until all program set asides have been met.

d. Maximum award: \$40,000

e. Terms of the award: Interest Rate, Repayment (hard pay, forgiveness), Recapture and Default. 20 Year Deferred Payment Loan at 0% interest rate secured by a recorded mortgage and note, which will be forgiven at the end of twenty-years ~~from~~from after closing. If at any time during the twenty (20) years, the property is sold, leased, rented or title to the property is transferred, the loan will become due and payable immediately. The loan will be forgiven ~~reduced 20% per year in the last 5 years in accordance with the table below.~~ At the end of the 20 year term the loan will be satisfied and the mortgage lien will be released. Expenses for project delivery cost shall be in the form of a grant.

Year	Principal
15	100%
16	80%
17	60%

18	40%
19	20%
20	0%

Repayment Provision: Should the property be sold, rented or refinanced during the 20 years, the outstanding balance ~~loan~~ becomes due and payable to the SHIP Housing Trust Fund.

~~If the applicant elects to refinance their current first mortgage a Subordination of a Housing Rehabilitation Program (Program Loan) for the purpose of refinancing an existing debt that is in a superior lien position to the Program Loan may be allowed in accordance with the OHUI Loan Subordination Policy, as amended from time to time. Subordination Restrictions:~~

- ~~1. Subordination of the Program Loan will not be approved for a purpose other than refinance debt that was secured by the subject property prior to or of the same date of the Program Loan.~~
- ~~2. The under certain cases as stated in the City of Pompano Beach will only allow one subordination approval during the course, Office of the Program Loan.~~
- ~~3. The City of Pompano Beach reserves the right to deny any subordination request it deems not in it's or the homeowner's best interest. The authority to approve subordination requests or exceptions to the City's Loan Subordination Housing and Urban Improvement Policy will rest with the City Manager or his/her designee.~~
- ~~4. and Procedure Manual. Income eligible heirs Eligible Heirs may be able to assume the note upon qualification.~~

Recapture Provision: In the event of default (failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and/or loss of property ownership) the loan will be in default and the funds will be recaptured.

- f. Recipient Selection Criteria: There will be an ongoing application process year round, after advertisement of the program in the local newspapers and flyers 30 days prior to accepting applications. Applicants will be selected on first qualified, first served basis until all funds are expended. The City will

close the waiting list once funds are expended. The City of Pompano Beach will give priority to very low and low income households and households with special needs until the statutory set asides under the SHIP Program have been complied with.

g. Sponsor Selection Criteria and duties, if applicable: N/A

h. Additional Information:

Applicant must attend an 8 hour Homebuyer Education class from a HUD-approved housing counseling agency and receive a certificate of Pre-purchase housing counseling upon completion of the course. This certificate is required prior to loan closing.

Applicant must use pre-approved lenders. ~~All~~The lender of any first mortgage loan provided to an income eligible household must comply with Treasury's guidance for nontraditional mortgages. (<http://www.fdic.gov/regulations/laws/rules/5000-5160.html>). ~~Compliance must be documented.~~ All loans must be at a fixed rate mortgage not to exceed a term of ~~forty thirty~~ (40)30(40) years.

<p><u>D. D.</u> <i>Emergency Repair</i> <i>Code 6</i></p>

- a. Summary of the Strategy: The Emergency Housing Rehabilitation strategy will address emergency repairs to eligible homeowners to carry out limited improvements such as roofing, electrical and plumbing to immediately rectify life ~~hazard~~hazardous and potentially dangerous conditions that threaten the safety and health of the occupants of the home as determined by the housing inspector.
- b. Fiscal Years Covered: 2015-2016, 2016-2017 and 2017-2018
- c. Income Categories to be served: very low, low and moderate-income. Priority will be given to very low and low income households with special needs until special needs set aside has been met. Next priority will be given to very low and low income households until the very low and low income set asides have been met. Once the special needs and very low and low income set asides have been met, assistance will be provided to very low, low and moderate income households.

~~Assistance will be provided to a property occupied by very low, low and moderate-income households whose income does not exceed 140% of the median. Priority will be given to very low and low income households and households with special needs until all program set asides have been met.~~

- d. Maximum award: \$15,000
- e. Terms of the award: Interest Rate, Repayment (hard pay, forgiveness), Recapture and Default. Assistance will be provided in the form of a grant. Individual households will not be required to repay funds used for emergency repairs.

f. Recipient Selection Criteria: Applicants for assistance will be received after an advertisement period in the local newspaper and a public awareness campaign of flyers. The City of Pompano Beach typically accepts applications once a year. Only those who comply with the preliminary application process are eligible to submit an application. The applications are then processed on a first qualified, first served basis until all funds are expended for the year. All properties must be single family owner occupied and located in Pompano Beach.

- g. Sponsor Selection Criteria and duties, if applicable: N/A
- h. Additional Information: N/A

E.	<i>New Construction-Rental</i>	<i>Code 21</i>
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- a. Summary of the Strategy: This strategy will provide acquisition and constructiondevelopment assistance to eligible sponsors (Not for Profit and for Profit) to develop affordable rental housing for very low, low and moderate-income households.
- b. Fiscal Years Covered: 2015-2016, 2016-2017 and 2017-2018
- c. Income Categories to be served: Assistance will be provided to projectsproject that serves very low, low and moderate-income households, whose income does not exceed 140% of the median. Priority will be given to very low and low income households with special needs until special needs set aside has been met. Next priority will be given to very low and low income households until the very low and low income set asides have been met. Once the special needs and very low and low income set asides have been met, assistance will be provided to very low, low and moderate income households.

Priority will be given to very low and low income households and households with special needs until all program set asides have been met.

- d. Maximum award: \$10,000 per unit.
- e. Terms of the award: Interest Rate, Repayment (hard pay, forgiveness), Recapture and Default. The funds will be in the form of a deferred mortgage at 0% interest rate for a ~~minimum of 20~~ years. The loan will decrease at 1/20th of its value each year so that the sum will be completely forgiven in 20 years, providing there is no conveyance, no encumbrance, no refinancing of the property, ~~or~~ and providing that less than 51% or more of the SHIP-assisted units are made available for rent by very low, low and moderate income renter individuals or households.

Default Provisions: Should the property be sold, encumbered, refinanced, or ~~less fewer than 51%~~ of the units made available for rent to the very low, low and moderate income individuals or households, the outstanding balance remaining 100% of the loan funds plus 6% default interest will become due and payable to the SHIP Housing Trust Fund. The City of Pompano Beach Office of Housing and Urban Improvement shall on an annual basis for at least ~~20~~ years monitor the multi-family development to determine tenant eligibility and project affordability for very low, low and moderate-income families.

Recapture Provision: In the event of default (failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and/or loss of property ownership) the loan will be in default and the funds will be recaptured.

- f. Recipient Selection Criteria: N/A

Recipients

- ~~g. Sponsor Selection Criteria and duties, if applicable: Recipients will submit application packets in response to the City's Request for Proposals (RFP) process that will be developed by the City and advertised in the local newspaper. The RFP process is a competitive process with applications evaluated and scored on criteria, which includes location of the project, construction features and amenities, previous experience, leveraging, organizational capacity, financial viability and ability to proceed. Each submitted application packet will be reviewed, evaluated and ranked by a SHIP Review Committee. All eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process as required by Rule 67-37.005(6)(b) 7, Florida Administrative Code.~~

Recipients that offer rental housing for sale before the end of the 20 year affordability period or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current- market value for continued occupancy by eligible persons.

g. Sponsor Selection Criteria and duties, if applicable: N/A

N/A

h. Additional Information: N/A

F.	<i>Disaster Repair/Mitigation</i>	<i>Code 5</i>
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a. Summary of the Strategy: The Disaster Strategy provides assistance to households following a ~~natural~~ disaster as declared by Executive Order by the President of the United States or Governor of the State of Florida. This strategy will only be implemented in the event of a ~~natural~~ disaster using any funds that have not yet been encumbered or additional disaster funds issued by Florida Housing Finance Corporation. SHIP funds will be used to provide emergency housing repairs to income eligible households in the aftermath of a ~~natural~~ disaster. SHIP disaster funds may be used for items such as, but not limited to:

~~a.~~

1. Purchase of emergency supplies for eligible households to weatherproof damaged homes;

~~1.~~

2. Interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable;

~~2.~~

3. Construction of wells or repair of existing wells where public water is not available;

~~3.~~

4. Payment of insurance deductibles for rehabilitation of homes covered under homeowners insurance policies;

~~4.~~

5. Security deposit for eligible recipients that have been displaced from their homes due to disaster;

~~5.~~

6. Rental assistance for the duration of Florida Office of the Governor Executive Order, for eligible recipients that have been displaced from their homes due to disaster;

~~6.~~

7. Other activities as proposed by the counties and eligible municipalities and approved by Florida Housing.

7.

- b. Fiscal Years Covered: 2015-2016, 2016-2017 and 2017-2018
- c. Income Categories to be served: As~~Assistance will be provided to property that is occupied by very low, low and moderate income households whose income does not exceed 140% of the median. Priority will be given to very low and low income households with special needs until special needs set aside has been met. Next priority will be given to very low and low income households until the very low and low income set asides have been met. Once the special needs and very low and low income set asides have been met, assistance will be provided to very low, low and moderate income households.~~

~~Priority will be given to very low and low income households and households with special needs until all program set asides have been met.~~

- d. Maximum award: \$1030,000,000
- e. Terms of the award: Interest Rate, Repayment (hard pay, forgiveness), Recapture and Default. The assistance will be limited to non-insured repairs such as insurance deductible expenses. Assistance will be provided in the form of a grant. No payments or repayment will be required and no security instrument will be recorded against the property.
- f. Recipient Selection Criteria: First qualified, first served basis pending funding availability. The property must be located in the City limits of Pompano Beach, Florida.
- g. Sponsor Selection Criteria and duties, if applicable: N/A
- h. Additional Information: N/A

G. Rental and Security Deposit Strategy

Code 23

- a. Summary of Strategy: Funds will be provided to persons who are homeless or in danger of becoming homeless to pay security and/or utility deposits for a new rental residence. The rental unit must meet Housing Quality Standards as defined in 24 CFR 982.401. Utilities for which deposits and arrearages may be paid include water, sewer, solid waste, electricity and gas. The regional 2-1-1 Hotline, homeless assistance providers, social service agencies, Veterans Affairs offices and medical centers, and housing providers will serve as access points for persons needing assistance.

_____ Fiscal Years Covered: 2015-2016, 2016-2017 and 2017-2018

b. _____

_____ Income Categories to be served: Very low

c. _____

_____ Maximum award: Assistance is limited to a one-time maximum award per household of up to \$5,000.

d. _____

e. _____ Terms of the award: The assistance will be provided in the form of a grant with no recapture provisions.

f. _____ Recipient Selection Criteria:

_____ Recipient Selection Criteria:

1. _____ The applicant must 1) meet the definition of “homeless” in F.S. 420.621(5), or 2) be at risk of homelessness, meaning that they have been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance.

2. _____ For the first seven (7) days that funding is made available under this strategy, preference will be given to Veteran households. A Veteran household is defined as a household with an adult member who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable. Veteran status must be documented by a DD-214 form. If there is a waiting list for this strategy at any time after the first seven (7) days of funding availability, Veteran households on the waiting list will be given preference.

3. _____ The rent of the unit that the applicant currently inhabits or intends to lease must be affordable to very low-income households, as delineated by income category on the annually updated SHIP Rent Limit Chart.

g. _____ Sponsor Selection Criteria

One (1) eligible sponsor will be selected to implement the rent and utility deposit strategy. Criteria for eligible sponsors include:

1. _____ Must be a 501(c)(3) not-for profit corporation.

2. _____ Must have experience providing information, referral, or case management services to homeless and precariously housed individuals.

3. Must have experience conducting or overseeing inspections of rental units for compliance with Housing Quality Standards in 24 CFR 982.401.

h. _____ h. _____ Additional Information: N/A

III. LHAP Incentive Strategies

On October 1, 2013 the Affordable Housing Advisory Committee held a public hearing to receive comments and finalize the affordable housing incentives to be recommended to the City Commission. On February 25, 2014, through resolution 2014-143, the City Commission adopted the recommendations of the advisory committee as listed below.

A. Name of the Strategy: Expedited Permitting

Permits as defined in s. 163.3164(7) and (8) for affordable housing projects are expedited to a greater degree than other projects.

Established policy and procedures: This incentive is presently implemented through an adopted One-Stop new construction permitting process for affordable housing projects within the city limits for the City of Pompano Beach. The Office of Housing and Urban Improvement is the lead Agency in this process. The One-Stop process has a pre-approved checklist of requirements that contractors must follow to implement the process. On the third Friday of each month, contractors submit all permits checklists, applications, and plans to the Office of Housing and Urban Improvement (OHUI) for distribution to Zoning, Building and Engineering Departments. The Development team members have four and a one-half (4½) days to review and process the plans for the scheduled monthly meeting, which usually takes place a week later. If no negative comments are raised, a construction permit will be issued (processing time 5 working days). If negative comments are raised, the contractor has ten (10) days to make corrections and resubmit the plans through the Office of Housing and Urban Improvement for review. The City will then have five (5) days to review the corrected permit plans and issue a construction permit permitted. If the contractor does not meet the ten (10) day timeframe for re-submittals, and if the resubmitted plans are not 100% corrected, the contractor will then be required to submit his plans through the Building Department's normal permitting process for a building permit.

B. Name of the Strategy: Ongoing Review Process

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Established policy and procedures: The Office of Housing and Urban Improvement has been assigned to the City's review development process team. Wherein, all proposed changes in the City's policies, procedures, ordinances, regulations, plans, or infrastructure improvements in the city limits that have significant impacts on the cost of housing must be reviewed and commented on by the Office of Housing and Urban Improvement. These comments are then submitted to the various governing boards and City Commission to be addressed at consideration of procedural changes. This process is accomplished through a checklist procedure implemented by the Development Services Director when major land use decisions, variances, planning policies and documents are up for consideration. This checklist identifies all departments requiring comments to be submitted.

~~C. Name of the Strategy: The affordable housing definition on the appointment Resolution.~~

C. The affordable housing definition on the appointment Resolution.

Established policy and procedures: This incentive has been incorporated into the City's application process for qualifying eligible affordable housing cost for the very low, low and moderate-income families.

~~D. Name of the Strategy: The modification of impact fee requirements.~~

Modifications include reduction or waiver of fees and alternative methods of fee payment, providing no city general funds are expended.

~~D. including reduction or waiver of fees and alternative methods of fee payment, providing no city general funds are expended.~~

Established policy and procedures: The incentive is implemented by the Office of Housing and Urban Improvement using grant funds to pay these fees for contractors as an incentive to reduce the cost of housing to low and moderate income homebuyers by the same amount of grant funds to the contractor. This incentive is implemented by the Office of Housing and Urban Improvement on a case by case basis an individual applicant submitted process to in response to individual applications submitted by contractors ~~Office of Housing and Urban Improvement on a case by case basis,~~ and the availability of funds. ~~The criterion for determination is based on the composition of the tenants, such as low to moderate income households or senior facilities, and the amount of funding asked for and available amount of funds.~~

~~E. Name of the Strategy: Reservation of infrastructure capacity for housing for very low and low-income persons.~~

Established policy and procedures: This incentive is presently established with the cooperation of the Department of Development Services to insure the infrastructure capacity of

water and sewer for housing for low and very low income households.

F. Name of the Strategy: The preparation of a printed inventory of locally owned public land suitable for affordable housing.

Established policy and procedures: This incentive has been implemented and updates are made annually. The Office of Housing and Urban Improvement, in collaboration with the City's Department of Development Services, have has created an inventory list of lands owned by the City of Pompano Beach and the City of Pompano Beach Community Redevelopment Agency.

G. Name of the Strategy: The provision of a financing vehicle to aid very low, low and moderate-income families in securing a home.

Established policy and procedures: This incentive is implemented annually through advertisement of the City's various affordable Housing Programs to very low, low and moderate-income persons, as well as, through application processing for applicant eligibility.

H. The allowance of flexibility in densities for Affordable Housing.

~~H. **Name of the Strategy: The allowance of flexibility in densities for Affordable Housing.**~~

Established policy and procedures: This incentive is being reviewed by the Department of Development Services and will be taken into consideration when the new Zoning Ordinance is drawn.

I. Reduce parking and setback requirements for Affordable Housing.

~~I. **Name of the Strategy: Reduce parking and setback requirements for Affordable Housing.**~~

Established policy and procedures: This incentive is established with an individual applicant-based application on a case by case basis.

J. Name of the Strategy: Proximity of development near transportation hubs/major employers.

Established policy and procedures: This incentive is being reviewed by the Office of Housing and Urban Improvement with the cooperation of the Department of Development Services to establish incentives for developers.

K. Notification and input for all affordable housing projects.

~~K. Name of the Strategy: Notification and input of all affordable housing projects~~

Established policy and procedures: The Office of Housing and Urban Improvement should be given notification and input in determining eligibility of all affordable housing projects. This incentive is in combination with Strategy B.

L. Incentives for affordable homes that include energy efficiency.

~~L. Name of the Strategy: Incentives for affordable homes that include energy efficiency.~~

Established policy and procedures: The City will give preferential incentives for affordable homes that include energy efficiency features, i.e. windows, fans, tank-less water heaters, and ~~energy~~ Energy star ~~Star~~ rated appliances. The Office of Housing and Urban Improvement will establish a handbook that will outline the policy and procedures to be used in giving preferential incentives for affordable homes that include energy efficiency features.

IV. EXHIBITS:

- A. Administrative Budget for each fiscal year covered in the Plan ~~Page 17~~

- B. Timeline for Estimated Encumbrance and Expenditure ~~Page 18~~

- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal
Year Covered in the plan ~~Page 19-21~~

- D. Signed Certification. ~~Page 22-23~~

- E. Signed, dated, witnessed or attested adopting resolution ~~Page 24-25~~

- F. Program Information Sheet ~~Page 26~~

LHAP 2015

Exhibit A

67-37.005(1), F.A.C.

Effective Date: 10/2014

City Of Pompano Beach

Fiscal Year: 2015-2016		
Estimated Allcoation for Calculating:	\$	470,623.00
Salaries and Benefits	\$	44,812.00
Office Supplies and Equipment	\$	1,000.00
Travel Perdiem Workshops, etc	\$	500.00
Advertising	\$	750.00
Other	\$	
Total	\$	47,062.00
		0.099999
Fiscal Year: 2016-2017		
Estimated Allcoation for Calculating:	\$	470,623.00
Salaries and Benefits	\$	44,812.00
Office Supplies and Equipment	\$	1,000.00
Travel Perdiem Workshops, etc	\$	500.00
Advertising	\$	750.00
Other	\$	
Total	\$	47,062.00
		0.099999
Fiscal Year 2017-2018		
Estimated Allcoation for Calculating:	\$	470,623.00
Salaries and Benefits	\$	44,812.00
Office Supplies and Equipment	\$	1,000.00
Travel Perdiem Workshops, etc	\$	500.00
Advertising	\$	750.00
Other	\$	
Total	\$	47,062.00
		0.099999

FLORIDA HOUSING FINANCE CORPORATION
HOUSING DELIVERY GOALS CHART
2015-2016

LHAP Exhibit C 2015

Please check applicable box

New Plan:	X
Amendment:	
Fiscal Yr. Closeout:	

Name of Local Government: City of Pompano Beach

Allocation: \$470,623.00

Strategy #	From Plan Text	Code	HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text.)						A	B	C	D	E	F
			VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
C	1	Purchase Assistance with Rehab		\$40,000		\$40,000	1	\$40,000		\$40,000.00		\$40,000.00	8.50%	1
A	3	Rehabilitation	2	\$60,000	2	\$60,000		\$60,000	\$240,000.00		\$240,000.00	51.00%	4	
B	4	Demolition/Reconstruction		\$140,000		\$140,000		\$140,000			\$0.00	0.00%	0	
F	5	Disaster Repair/Mitigation		\$10,000		\$10,000		\$10,000			\$0.00	0.00%	0	
D	6	Emergency Repair	8	\$15,000	2	\$15,000		\$15,000	\$143,561.00		\$143,561.00	30.50%	10	
											\$0.00	0.00%	0	
											\$0.00	0.00%	0	
											\$0.00	0.00%	0	
											\$0.00	0.00%	0	
		Subtotal 1 (Home Ownership)	10		4		1		\$0.00	\$423,561.00	\$0.00	\$423,561.00	90.00%	15

Strategy #	From Plan Text	Code	RENTAL STRATEGIES						A	B	C	D	E	F
			VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
E	21	New Construction-Rental		\$10,000		\$10,000		\$10,000.00				\$0.00	0.00%	0
												\$0.00	0.00%	0
												\$0.00	0.00%	0
												\$0.00	0.00%	0
												\$0.00	0.00%	0
												\$0.00	0.00%	0
		Subtotal 2 (Non-Home Ownership)	0		0		0		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0
		Administration Fees										\$47,062.00	10.00%	
		Admin. From Program Income											0.00%	
		Home Ownership Counseling											0.00%	
		GRAND TOTAL												
		Add Subtotals 1 & 2, plus all Admin	10		4		1		\$0.00	\$423,561.00	\$0.00	\$470,623.00	100.00%	15

Percentage Construction/Rehab Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt. 90%

Maximum Allowable Purchase Price:		New	\$391,154	Existing	\$391,154
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Allocation Breakdown	Amount	%	Projected Program Income	Max Amount Program Income For Admin	\$0.00
Very-Low Income	\$141,187.00	30.0%	Projected Recaptured Funds:		
Low Income	\$141,187.00	30.0%	Distribution:	\$470,623.00	
Moderate Income	\$141,187.00	30.0%	Total Available Funds:	\$470,623.00	
TOTAL	\$423,561.00	90.0%			

HOUSING DELIVERY GOALS CHART
2015-2016

New Plan: X

Amendment:	
Fiscal Yr. Closeout:	

Name of Local Government: City of Pompano Beach

Allocation: \$470,623.00

Strategy #	From Plan Text	Code	HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text.)						A	B	C	D	E	F
			VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
C	1	Purchase Assistance with Rehab		\$40,000		\$40,000	1	\$40,000		\$40,000.00		\$40,000.00	8.50%	1
A	3	Rehabilitation	2	\$60,000	2	\$60,000		\$60,000	\$240,000.00		\$240,000.00	51.00%	4	
B	4	Demolition/Reconstruction		\$140,000		\$140,000		\$140,000			\$0.00	0.00%	0	
F	5	Disaster Repair/Mitigation		\$10,000		\$10,000		\$10,000			\$0.00	0.00%	0	
D	6	Emergency Repair	8	\$15,000	2	\$15,000		\$15,000	\$143,561.00		\$143,561.00	30.50%	10	
											\$0.00	0.00%	0	
											\$0.00	0.00%	0	
											\$0.00	0.00%	0	
		Subtotal 1 (Home Ownership)	10		4		1		\$0.00	\$423,561.00	\$0.00	\$423,561.00	90.00%	15

Strategy #	From Plan Text	Code	RENTAL STRATEGIES						A	B	C	D	E	F
			VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
E	21	New Construction-Rental		\$10,000		\$10,000		\$10,000.00				\$0.00	0.00%	0
G	23	Rental and Security Deposit		\$5,000		\$5,000		\$5,000.00				\$0.00	0.00%	0
												\$0.00	0.00%	0
												\$0.00	0.00%	0
												\$0.00	0.00%	0
												\$0.00	0.00%	0
		Subtotal 2 (Non-Home Ownership)	0		0		0		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0
		Administration Fees										\$47,062.00	10.00%	
		Admin. From Program Income											0.00%	
		Home Ownership Counseling											0.00%	
		GRAND TOTAL												
		Add Subtotals 1 & 2, plus all Admin	10		4		1		\$0.00	\$423,561.00	\$0.00	\$470,623.00	100.00%	15

Percentage Construction/Rehab Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt. 90%

Maximum Allowable Purchase Price:		New	\$391,154	Existing	\$391,154
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Allocation Breakdown	Amount	%	Projected Program Income	Max Amount Program Income For Admin	\$0.00
Very-Low Income	\$141,187.00	30.0%	Projected Recaptured Funds:		
Low Income	\$141,187.00	30.0%	Distribution:	\$470,623.00	
Moderate Income	\$141,187.00	30.0%	Total Available Funds:	\$470,623.00	
TOTAL	\$423,561.00	90.0%			

**FLORIDA HOUSING FINANCE CORPORATION
HOUSING DELIVERY GOALS CHART
2016-2017**

Please check applicable box
 New Plan: x
 Amendment:
 Fiscal Yr. Closeout:

Name of Local Government: City of Pompano Beach Estimated Funds: \$470,623.00

Code	HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text.)	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	A	B	C	D	E	F
								New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	WITHOUT Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
1	Purchase Assistance with Rehab		\$40,000		\$40,000	1	\$40,000		\$40,000.00		\$40,000.00	8.50%	1
3	Rehabilitation	2	\$60,000	2	\$60,000		\$60,000		\$240,000.00		\$240,000.00	51.00%	4
4	Demolition/Reconstruction		\$140,000		\$140,000		\$140,000				\$0.00	0.00%	0
5	Disaster Repair/Mitigation		\$10,000		\$10,000		\$10,000				\$0.00	0.00%	0
6	Emergency Repair	8	\$15,000	2	\$15,000		\$15,000		\$143,561.00		\$143,561.00	30.50%	10
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
	Subtotal 1 (Home Ownership)	10		4		1		\$0.00	\$423,561.00	\$0.00	\$423,561.00	90.00%	15
	RENTAL STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	WITHOUT Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
21	New Construction-Rental		\$10,000		\$10,000		\$10,000.00				\$0.00	0.00%	0
23	Rental and Security Deposit		\$5,000		\$5,000		\$5,000.00				\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
	Subtotal 2 (Non-Home Ownersh)	0		0		0		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0
	Administration Fees										\$47,062.00	10.00%	
	Admin. From Program Income											0.00%	
	Home Ownership Counseling											0.00%	
	GRAND TOTAL												
	Add Subtotals 1 & 2, plus all Ad	10		4		1		\$0.00	\$423,561.00	\$0.00	\$470,623.00	100.00%	15
	Percentage Construction/Re	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.										90%	
	Maximum Allowable												
	Purchase Price:							New	\$391,154	Existing	\$391,154		
	Allocation Breakdown	Amount	%					Projected Program Income:		Max Amount Program Income For Admin	\$0.00		
	Very-Low Income	\$141,187.00	30.0%					Projected Recaptured Funds:					
	Low Income	\$141,187.00	30.0%					Distribution:	\$470,623.00				
	Moderate Income	\$141,187.00	30.0%					Total Available Funds:	\$470,623.00				
	TOTAL	\$423,561.00	90.0%										

**FLORIDA HOUSING FINANCE CORPORATION
HOUSING DELIVERY GOALS CHART
2017-2018**

LHAP Exhibit C 2015

Please check applicable box

New Plan:	x
Amendment:	
Fiscal Yr. Closeout:	

Name of Local Government: City of Pompano Beach Estimated Funds: \$470,623.00

Code	HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text)	VJ Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	A	B	C	D	E	F
								New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
1	Purchase Assistance with Rehab		\$40,000		\$40,000	1	\$40,000		\$40,000.00		\$40,000.00	8.50%	1
3	Rehabilitation	2	\$60,000	2	\$60,000		\$60,000		\$240,000.00		\$240,000.00	51.00%	4
4	Demolition/Reconstruction		\$140,000		\$140,000		\$140,000				\$0.00	0.00%	0
5	Disaster Repair/Mitigation		\$10,000		\$10,000		\$10,000				\$0.00	0.00%	0
6	Emergency Repair	8	\$15,000	2	\$15,000		\$15,000		\$143,561.00		\$143,561.00	30.50%	10
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
	Subtotal 1 (Home Ownership)	10		4		1		\$0.00	\$423,561.00	\$0.00	\$423,561.00	90.00%	15

Code	RENTAL STRATEGIES	VJ Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	A	B	C	D	E	F
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21	New Construction-Rental		\$10,000		\$10,000		\$10,000.00				\$0.00	0.00%	0
23	Rental and Security Deposit		\$5,000		\$5,000		\$5,000.00				\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
	Subtotal 2 (Non-Home Ownership)	0		0		0		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0
	Administration Fees										\$47,062.00	10.00%	
	Admin. From Program Income											0.00%	
	Home Ownership Counseling											0.00%	
	GRAND TOTAL												
	Add Subtotals 1 & 2, plus all Admin.	10		4		1		\$0.00	\$423,561.00	\$0.00	\$470,623.00	100.00%	15

Percentage Construction/Reh Calculate Constr/Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt. 90%

Maximum Allowable Purchase Price: New \$391,154 Existing \$391,154

Allocation Breakdown	Amount	%	Projected Program Income:	Max Amount Program Income For Admin
Very-Low Income	\$141,187.00	30.0%	Projected Recaptured Funds:	\$0.00
Low Income	\$141,187.00	30.0%	Distribution:	\$470,623.00
Moderate Income	\$141,187.00	30.0%	Total Available Funds:	\$470,623.00
TOTAL	\$423,561.00	90.0%		

FLORIDA HOUSING FINANCE CORPORATION
HOUSING DELIVERY GOALS CHART
2016-2017

Please check applicable box
New Plan:
Amendment:
Fiscal Yr. Closeout:

Name of Local Government: City of Pompano Beach Estimated Funds: \$470,623.00

Code	HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text.)	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	A	B	C	D	E	F
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4	Demolition/Reconstruction		\$140,000		\$140,000		\$140,000				\$0.00	0.00%	0
5	Disaster Repair/Mitigation		\$10,000		\$10,000		\$10,000				\$0.00	0.00%	0
6	Emergency Repair	8	\$15,000	2	\$15,000		\$15,000		\$143,561.00		\$143,561.00	30.50%	10
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
	Subtotal 1 (Home Ownership)	10		4		1		\$0.00	\$423,561.00	\$0.00	\$423,561.00	90.00%	15
	RENTAL STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
21	New Construction-Rental		\$10,000		\$10,000		\$10,000.00				\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
	Subtotal 2 (Non-Home Ownersh	0		0		0		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0
	Administration Fees										\$47,062.00	10.00%	
	Admin. From Program Income											0.00%	
	Home Ownership Counseling											0.00%	
	GRAND TOTAL												
	Add Subtotals 1 & 2, plus all Ad	10		4		1		\$0.00	\$423,561.00	\$0.00	\$470,623.00	100.00%	15
	Percentage Construction/Re	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.										90%	
	Maximum Allowable												
	Purchase Price:							New	\$391,154	Existing	\$391,154		
	Allocation Breakdown	Amount	%					Projected Program Income:		Max Amount Program Income For Admin	\$0.00		
	Very-Low Income	\$141,187.00	30.0%					Projected Recaptured Funds:					
	Low Income	\$141,187.00	30.0%					Distribution:	\$470,623.00				
	Moderate Income	\$141,187.00	30.0%					Total Available Funds:	\$470,623.00				
	TOTAL	\$423,561.00	90.0%										

**FLORIDA HOUSING FINANCE CORPORATION
HOUSING DELIVERY GOALS CHART
2017-2018**

LHAP Exhibit C 2015

Please check applicable box

New Plan:	x
Amendment:	
Fiscal Yr. Closeout:	

Name of Local Government: City of Ppompano Beach Estimated Funds: \$470,623.00

HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text.)	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	A	B	C	D	E	F
							New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
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Disater Repair/Mitigation		\$10,000		\$10,000		\$10,000				\$0.00	0.00%	0
Emergency Repair	8	\$15,000	2	\$15,000		\$15,000		\$143,561.00		\$143,561.00	30.50%	10
										\$0.00	0.00%	0
										\$0.00	0.00%	0
										\$0.00	0.00%	0
Subtotal 1 (Home Ownership)	10		4		1		\$0.00	\$423,561.00	\$0.00	\$423,561.00	90.00%	15

RENTAL STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	A	B	C	D	E	F
							New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
New Construction-Rental		\$10,000		\$10,000		\$10,000.00				\$0.00	0.00%	0
										\$0.00	0.00%	0
										\$0.00	0.00%	0
										\$0.00	0.00%	0
Subtotal 2 (Non-Home Ownership)	0		0		0		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0
Administration Fees										\$47,062.00	10.00%	
Admin. From Program Income											0.00%	
Home Ownership Counseling											0.00%	

GRAND TOTAL
Add Subtotals 1 & 2, plus all Adm 10 4 1 \$0.00 \$423,561.00 \$0.00 \$470,623.00 100.00% 15

Percentage Construction/Reh Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt. 90%

Maximum Allowable	
Purchase Price:	New \$391,154 Existing \$391,154

Allocation Breakdown	Amount	%	Projected Program Income:	Max Amount Program Income For Adm	\$0.00
Very-Low Income	\$141,187.00	30.0%	Projected Recaptured Funds:		
Low Income	\$141,187.00	30.0%	Distribution:	\$470,623.00	
Moderate Income	\$141,187.00	30.0%	Total Available Funds:	\$470,623.00	
TOTAL	\$423,581.00	90.0%			

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government: City of Pompano Beach, Florida

- (1) The local government will advertise the availability of SHIP funds pursuant to Florida _____ Statutes.
- (2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, creed, religion, color, age, sex, familial or marital status, handicap, or national origin.
- (3) A process for selection of recipients for funds has been developed.
- (4) The eligible municipality or county has developed a qualification system for applications for awards.
- (5) Recipients of funds will be required to contractually commit to program guidelines.
- (6) The Florida Housing Finance Corporation will be notified promptly if the local government (or interlocal entity) will be unable to comply with the provisions the plan.
- (7) The Local Housing Assistance Plan shall provide for the expenditure of SHIP funds within 24 months following the end of the State fiscal year in which they are received.
- (8) The plan conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the Local Housing Assistance Plan.
- (9) Amendments to the approved Local Housing Assistance Plan shall be provided to the Corporation within 21 days after adoption.
- (10) The trust fund shall be established with a qualified depository for all SHIP funds as well- as moneys generated from activities such as interest earned on loans.

- (11) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (12) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local government's audited financial statements, and copies of the audits will be forwarded to the Corporation as soon as available.
- (13) An interlocal entity shall have its local housing assistance trust fund separately audited for each state fiscal year, and the audit forwarded to the Corporation as soon as possible.
- (14) SHIP funds will not be pledged for debt service on bonds or as rent subsidies.
- (15) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements. Similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (16) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to service eligible persons.
- (17) Rental Units constructed or rehabilitated with SHIP funds shall be monitored at least annually for 15 years for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e)
- (18) The Plan meets the requirements of Section 420-907-9079 FS, and Rule Chapter 67-37 FAC, and how each of those requirements shall be met.
- (19) The provisions of Chapter 83-220, Laws of Florida has or **X** has not been implemented.
(note: Miami Dade County will check "has")

Witness

Chief Elected Official or designee

Witness

Type Name and Title

Date

OR

Attest:
(Seal)

RESOLUTION #: _____

CITY OF POMPANO BEACH, FLORIDA

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF POMPANO BEACH FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the Department of Housing and Urban Improvement has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the City Commission finds that it is in the best interest of the public for the City of Pompano Beach to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

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

Section 1: The City Commission of the City of Pompano Beach hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years

2015-2016, 2016-2017, 2017-2018.

Section 2: The Mayor is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, _____.

Mayor

(SEAL)

ATTEST:

City or County Clerk

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM

PROGRAM INFORMATION SHEET

The following information must be furnished to the Corporation before any funds can be disbursed.

Local Government	City of Pompano Beach, Florida
Chief Elected Official	Lamar Fisher, Mayor
Address	100 West Atlantic Boulevard, Pompano Beach, Florida 33060
SHIP Administrator	Miriam Carrillo, Director
Address	100 West Atlantic Boulevard, Suite 220, Pompano Beach, Florida 33060
Telephone	954-786-4651
EMAIL	miriam.carrillo@copbfl.com
Alternate SHIP Contact	Mark Korman, Compliance Officer
Telephone	954-786-7839
EMAIL	Mark.Korman@copbfl.com
Local Government Employer Federal ID #	59-6000411
Other Information	

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
Dennis Beach
CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As to Form:

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



City Attorney's Communication #2015-1030
June 4, 2015

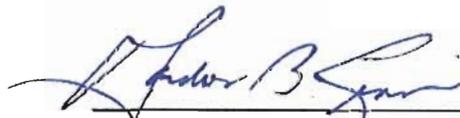
TO: Daniel T. Keester, Planner
FROM: Gordon B. Linn, City Attorney
RE: Ordinances – Rezoning –WH Pompano/1333 and 1350 S. Ocean Boulevard

As requested in your memorandums dated May 29, 2015, Department of Development Services Memorandum No. 15-282 and 15-283, the following form of ordinances, relative to the above-referenced matter, have been prepared and are attached:

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED WEST OF SOUTH OCEAN BOULEVARD AND APPROXIMATELY 336 FEET SOUTH OF SE 13TH STREET AND COMMONLY KNOWN AS 1333 SOUTH OCEAN BOULEVARD FROM B-3 (GENERAL BUSINESS) TO PD-I (PLANNED DEVELOPMENT–INFILL); PROVIDING FOR CONFORMANCE TO AN APPROVED PLANNED DEVELOPMENT PLAN; PROVIDING FOR

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED BOTH EAST OF SOUTH OCEAN BOULEVARD AND APPROXIMATELY 436 FEET SOUTH OF SE 13TH STREET AND COMMONLY KNOWN AS 1350 SOUTH OCEAN BOULEVARD FROM B-3 (GENERAL BUSINESS) TO PD-I (PLANNED DEVELOPMENT–INFILL); PROVIDING FOR CONFORMANCE TO AN APPROVED PLANNED DEVELOPMENT PLAN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE

Please review the proposed ordinances carefully to determine that they are in accordance with your desires and are correct. I believe this is the first rezoning to PD-I.


GORDON B. LINN

GBL/ds
I:cor/dev-srv/2015-1030
Attachments

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED WEST OF SOUTH OCEAN BOULEVARD AND APPROXIMATELY 336 FEET SOUTH OF SE 13TH STREET AND COMMONLY KNOWN AS 1333 SOUTH OCEAN BOULEVARD FROM B-3 (GENERAL BUSINESS) TO PD-I (PLANNED DEVELOPMENT-INFILL); PROVIDING FOR CONFORMANCE TO AN APPROVED PLANNED DEVELOPMENT PLAN; 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. - FINDINGS: The City Commission finds as follows: that the rezoning of the property described herein is consistent with the Comprehensive Plan; that the rezoning complies with Section 155.3602 as well as all other requirements of the Zoning Code; and that the rezoning is reasonably related to the public, health, safety and welfare.

SECTION 2. - REZONING AND APPROVAL OF PLANNED DEVELOPMENT PLAN: The property more particularly described in Exhibit "A," attached hereto and made a part hereof, ("Property") which is hereby rezoned from a present zoning classification of a B-3

(general business) zoning classification to PD-I (planned development-infill) as said zoning classification is defined in Section 155.3607 of the Code of Ordinances of the City of Pompano Beach, Florida.

Pursuant to the requirements of Section 155.3602 and Section 155.3607 of the Code of Ordinances of the City of Pompano Beach, Florida, the Planned Development Plan submitted for the Property, attached hereto and made a part hereof as Exhibit "B," is hereby adopted. All development of the Property shall proceed in accordance with the Planned Development Plan, as approved, and Section 155.3607 of the Code of Ordinances of the City of Pompano Beach.

SECTION 3. - SEVERABILITY: 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. - EFFECTIVE DATE: 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:

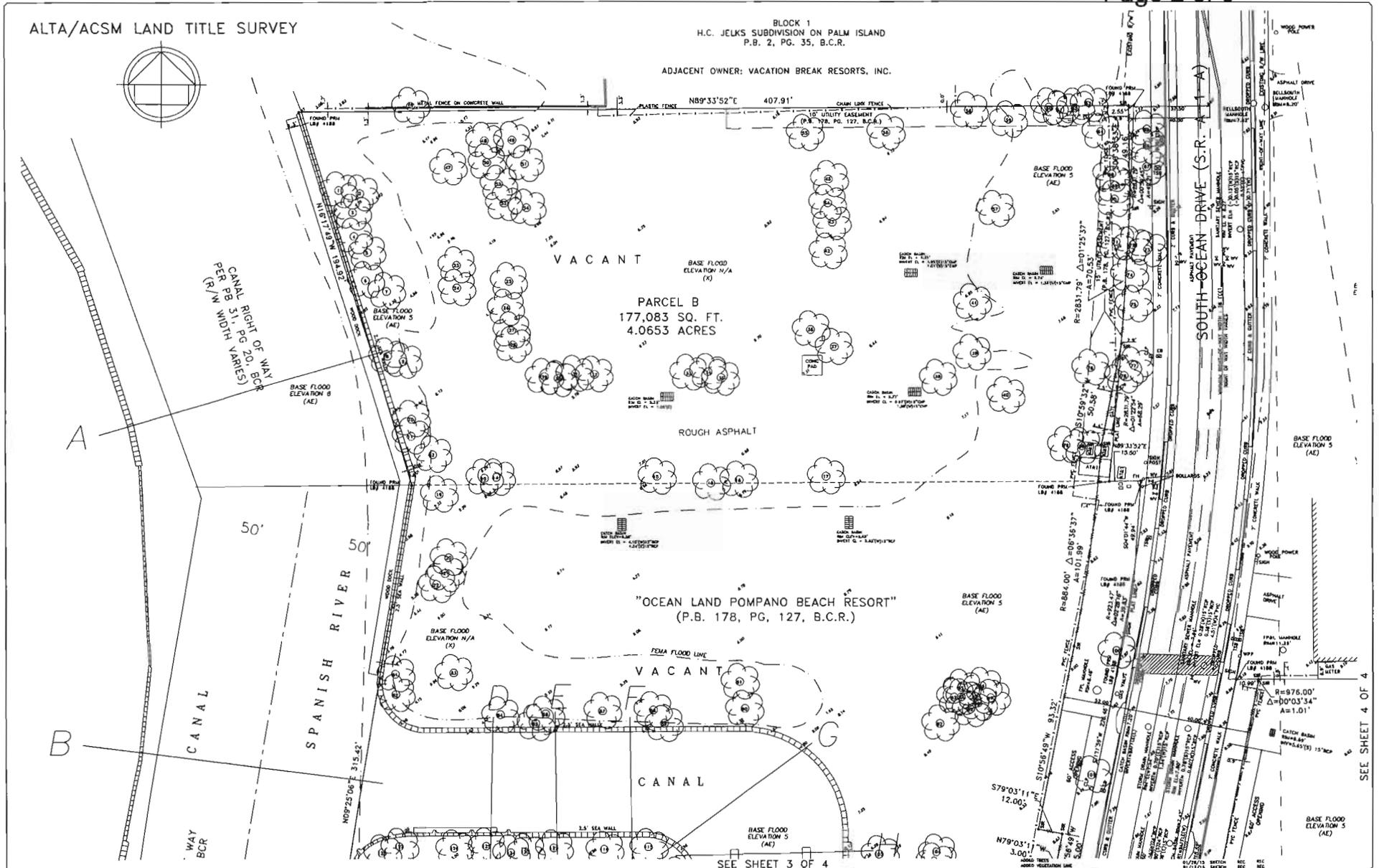
ASCELETA HAMMOND, CITY CLERK

GBL/ds
6/4/15
l:ord/ch155/2015-361

EXHIBIT A

Legal Description

Parcel B of Ocean Land Pompano Beach Resort, according to the Plat thereof, as recorded in Plat Book 178, at Page 127, of the Public Records of Broward County, Florida.



COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION: LB # 6448
PHONE (954)689-7766 FAX (954)689-7799

CLIENT: MERRIMAC VENTURES
1350 SOUTH OCEAN DRIVE
POMPAÑO BEACH, FLORIDA

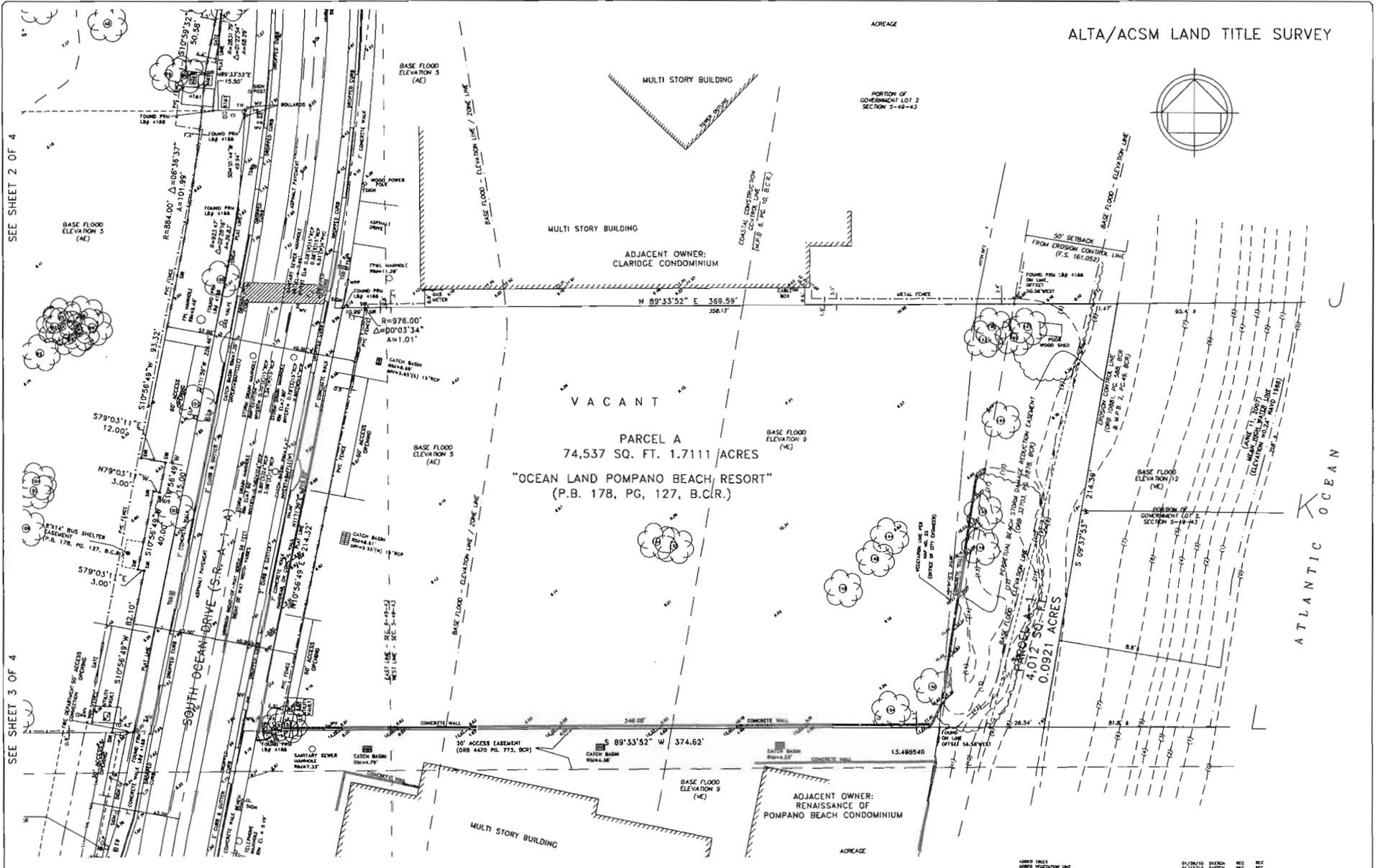
REVISIONS	DATE	FB/PD	OWN	CHKD
UPDATE SURVEY WITH TREE LOCATION & ELEVATION	04/26/06	DAVID	AV	REC
ADDED SURVEY OBSERVATIONS TO CORNERED STRUCTURES	04/26/06	DAVID	AV	REC
REVISED FLOOD ELEVATION INFORMATION	04/27/06	DAVID	AV	REC
ADDED ADDITIONAL TREES	04/26/06	DAVID	AV	REC
REVISED LAND ACQUISITION	04/27/06	DAVID	AV	REC
ADDED NEIGHBORING TIES	04/27/06	DAVID	AV	REC

REVISIONS	DATE	FB/PD	OWN	CHKD
ADDED FENCE LINE FOR SPANISH RIVER CANAL	04/26/06	DAVID	AV	REC
ADDED OBSERVATIONS	04/26/06	DAVID	AV	REC
ADDED REVISIONS FOR OBSERVABLE RESOURCES	04/26/06	DAVID	AV	REC
ADDED TREE DATA FOR NEIGHBORING RESOURCES	04/26/06	DAVID	AV	REC
ADDED REVISIONS FOR OBSERVABLE RESOURCES	04/26/06	DAVID	AV	REC
ADDED REVISIONS FOR CORNERED STRUCTURES	04/26/06	DAVID	AV	REC
ADDED REVISIONS FOR CORNERED STRUCTURES	04/26/06	DAVID	AV	REC
ADDED REVISIONS FOR CORNERED STRUCTURES	04/26/06	DAVID	AV	REC

REVISIONS	DATE	FB/PD	OWN	CHKD
REVISED BATTERIES TO	04/27/07	DAVID	AV	REC
REVISED BATTERIES TO	04/27/07	DAVID	AV	REC
ADDED NEIGHBORING FENCE LINE & REVISIONS TO CORNERED EAST TIE	04/27/07	DAVID	AV	REC
ADDED NEIGHBORING FENCE LINE & REVISIONS TO CORNERED EAST TIE	04/27/07	DAVID	AV	REC
ADDED NEIGHBORING FENCE LINE & REVISIONS TO CORNERED EAST TIE	04/27/07	DAVID	AV	REC
ADDED NEIGHBORING FENCE LINE & REVISIONS TO CORNERED EAST TIE	04/27/07	DAVID	AV	REC
ADDED NEIGHBORING FENCE LINE & REVISIONS TO CORNERED EAST TIE	04/27/07	DAVID	AV	REC
ADDED NEIGHBORING FENCE LINE & REVISIONS TO CORNERED EAST TIE	04/27/07	DAVID	AV	REC

PROJECT NO: 2876-99
SHEET: 2 OF 5
SCALE: 1" = 20'
SEE SHEET 4 OF 4

ALTA/ACSM LAND TITLE SURVEY



COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
DAVE, FLORIDA 33514
CERTIFICATE OF AUTHORIZATION: LB # 6448
PHONE (954)689-7756 FAX (954)689-7799

CLIENT :
MERRIMAC VENTURES

1350 SOUTH OCEAN DRIVE
POMPANO BEACH, FLORIDA

REVISIONS	DATE	FB/PC	DWN	CHKD
UPDATE SURVEY WITH TREE LOCATION & REMOVAL	05/05/04	WATSON	REC	REC
ADDED SHEET ELEVATIONS TO MATCH SURVEY	05/05/04	WATSON	AP	REC
REVISED FLOOD ZONE INFORMATION	06/07/04	WATSON	AP	REC
ADDED ADDITIONAL NOTES	06/07/04	WATSON	AP	REC
REVISED LAND DESCRIPTION	06/07/04	WATSON	AP	REC
TABLES REVISIONS	06/07/04	WATSON	AP	REC

REVISIONS	DATE	FB/PC	DWN	CHKD
ADDED TREE REMOVAL FOR SPANISH BERRY CANAL	05/05/04	WATSON	AP	REC
ADDED TREE REMOVAL FOR SPANISH BERRY CANAL	05/05/04	WATSON	AP	REC
ADDED TREE REMOVAL FOR SPANISH BERRY CANAL	05/05/04	WATSON	AP	REC
ADDED TREE REMOVAL FOR SPANISH BERRY CANAL	05/05/04	WATSON	AP	REC
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REVISIONS	DATE	FB/PC	DWN	CHKD
ADDED TREE REMOVAL FOR SPANISH BERRY CANAL	05/05/04	WATSON	AP	REC
ADDED TREE REMOVAL FOR SPANISH BERRY CANAL	05/05/04	WATSON	AP	REC
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ADDED TREE REMOVAL FOR SPANISH BERRY CANAL	05/05/04	WATSON	AP	REC
ADDED TREE REMOVAL FOR SPANISH BERRY CANAL	05/05/04	WATSON	AP	REC

PROJECT NO.	2876-99
SHEET	4
OF	5
SHEETS	
SCALE	1" = 20'

WH Pompano

**1333 South Ocean Boulevard
(West Parcel)**

Planned Development - Infill (PD-I)

A PD-I Rezoning Application to the
City of Pompano Beach, FL

Submitted June 5, 2015

Prepared for

WH POMPANO, LP
300 SW 1ST AVENUE, SUITE 106
FORT LAUDERDALE, FL 33301
PH: 954-522-6556

PROJECT TEAM

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Engineer/Planner/Surveyor

Dodie Keith-Lazowick, P.L.S.
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E: mvondermeulen@keith-associates.com

Prepared by:



301 East Atlantic Boulevard, Pompano Beach, FL 33060
Phone: (954) 788-3400 Fax: (954) 788-3500

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 - B. Use Standards 1
 - C. Intensity and Dimensional Standards..... 1
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 - E. Deviations and Justifications 1

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- EXHIBIT A Legal Description
- EXHIBIT B Current Zoning
- EXHIBIT C Current Future Land Use
- EXHIBIT D Permitted Principal and Accessory Uses
- EXHIBIT E Intensity and Dimensional Standards
- EXHIBIT F Development Standards
- EXHIBIT G Deviations and Justifications
- PD-1 PD Regulating Plan
- PD-2 Water and Sewer Plan

I. INTRODUCTION

Purpose and Intent

The subject parcel represents a unique development challenge due to the surrounding residential uses immediately to the east and west, as well as the residential and commercial uses to the north and south. The Developer has met extensively with the neighbors and city staff to propose innovative solutions for these competing interests. Items such as a public art installation, access to the Intracoastal Waterway, floor plate limitations on the tower and increased setbacks will enhance the public pedestrian experience, will help to preserve view corridors from surrounding buildings and provide a public benefit. Lastly, the Developer is incorporating electric car charging stations and innovative bike storage systems to encourage multi-modal forms of transportation, which will result in decreased traffic and congestion while improving overall quality of life for residents and the public as a whole.

The Planned Development - Infill (PD-I) district is established to accommodate small-site infill development within the city's already developed areas such as this site. The PD-I district will provide the flexibility to enable high-quality, mixed-use development on this relatively small site, yet will include design requirements that ensure that the infill development is compatible with surrounding development and available public infrastructure. The PD-I district rezoning is appropriate for the pending Residential-High Land Use Category.

The PD-I rezoning includes innovative design concepts that preserve view corridors, encourage multi-modal forms of transportation, require extensive landscaping and increased setbacks, and create additional open space beyond that required by traditional zoning classifications. Furthermore, the PD-I rezoning protects the neighborhood by limiting permitted uses on the site to those that are consistent with the surrounding properties and minimize traffic and noise in the area. This allows for more appropriate development that addresses the specific needs of infill development like the subject site and is sensitive to existing neighbors. Where appropriate, setbacks are being increased to provide additional open space and public access to the Intracoastal Waterway is being provided. These changes will directly and positively impact our neighbors and the surrounding areas, help alleviate concerns related to congestion and noise which can impact the entire city given the lack of alternative routes in this area, while allowing flexibility in building design to achieve these results in an economically feasible manner.

EXHIBIT "B"
REGULATING PLAN

The purpose and intent of this document is to establish specific standards and procedures for the development of the subject property as a Planned Development - Infill (PD-I). This Planned Development (PD) document was developed in accordance with the standards and procedures set forth in Section 155.3602 (General Standards for Planned Development Districts) and Section 155.3607 (Planned Development – Infill PD-I) of the City of Pompano Beach's Land Development Code.

Project Location and Size

The subject site is located on the west side of South Ocean Boulevard between SE 13th Street and Terra Mar Drive. An aerial location map is provided below. Further, the currently vacant property is located between the 10 story Wyndam Hotel to the north, State Road A-1-A to the east, the 11 story Renaissance Condominium to the South and Spanish River to the west.



Location Map

The legal description of the subject property is:

Parcel B of Ocean Land Pompano Beach Resort, as recorded in Plat Book 178, at Page 127 of the Public Records of Broward County, Florida.

The PD project is being proposed for development by WH Pompano, L.P. The subject site is 4.6 gross acres and 4.1 net acres. The property is currently zoned B-3. The project is also the subject of an active Land Use Plan Amendment application to designate the property as High Residential (46 du/ac) on the City and County Land Use Plans. The PD-I rezoning application would not be in full force and affect until the Land Use Plan Amendment is approved by the City of Pompano Beach, Broward County and recertified by the Broward County Planning Council. The property is an infill site, with all adjacent properties being fully developed. The PD-I rezoning is appropriate to uniquely address the context-sensitive nature of the neighboring properties that currently exist and the strategic planning of city staff.

The project Legal Description is included in **Exhibit A**. The City's current Zoning Map and Future Land Use Plan Map are included as **Exhibits B & C**.

II. GENERAL STANDARDS FOR PLANNED DEVELOPMENT DISTRICT

A. PD Plan

1. Planning Objective

The Planned Development - Infill (PD-I) district is established to accommodate small-site infill development within the city's already developed areas such as this site. The PD-I district will provide the flexibility to enable high-quality, mixed-use development on this relatively small site, yet require design elements that ensure that the infill development is compatible with both surrounding existing development and available public infrastructure. The PD-I districts is consistent with the pending Residential-High Land Use category and will further restrict development of the site from that which would otherwise be permitted under a traditional zoning category.

To accomplish the objective, the project will be designed to be consistent and compatible with surrounding properties on the barrier island.

The project will be designed with many innovative features. They will include:

EXHIBIT "B"
REGULATING PLAN

- Massing/Building Design.
Based on community input, the preservation of views from abutting existing properties was considered desirable. Also, improving the pedestrian experience to encourage more activity along the public right-of-way was mentioned numerous times. The applicant is proposing an innovative response to the preservation of view corridors and improved pedestrian experience by limiting the size of the developable floor plates in the following manner:
 - If a building is constructed to a height that exceeds 105 feet, then the floor plates will be restricted to 18,000 square feet for floors 6 and above to ensure a thinner tower component, which will increase light and air at the pedestrian level while also minimizing impacts of massing on existing view corridors.

By limiting the floor plates for all towers, currently only residential buildings have floor plate restrictions, the PD-I will encourage taller slender buildings regardless of use.

The project also exceeds the following intensity and dimensional standards:

- The front setback of a building will exceed the RM-45 requirement by an additional 20 feet.
- The side setbacks of a building will exceed the RM-45 requirement by an additional 5 feet.
- The rear setback of a building along the water will exceed the RM-45 requirement by an additional 5 feet.
- A building floor plate will be restricted to 18,000 sf between the 6th and 15th if the building exceeds 105 feet in height.
- The project proposes a 86% reduction in the number of permitted uses; and
- A 47% reduction in the number of allowed accessory uses.

Below is a visual comparison of the maximum massing by the current zoning B-3, the traditional RM-45 zoning classification and the high rise version of the PD-I zoning being proposed by WH Pompano. The PD-I zoning restrictions will significantly enhance and protect view corridors around the building mass thus providing a superior alternative to traditional zoning categories.

EXHIBIT "B"
REGULATING PLAN

Figure 1 shows the maximum buildable area permitted by the B-3 zoning district. This district would allow a maximum of 1,071,000 sf with a 105 foot height limit.

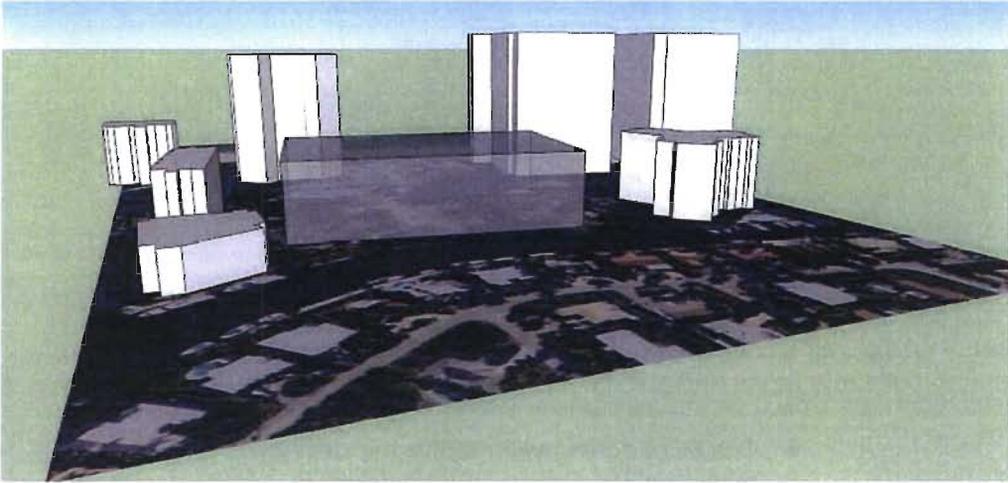


Figure 2 shows the maximum buildable area permitted in the RM-45 zoning district. This district would allow a maximum of 5 separate buildings with a total of 1,000,000 sf and a 105 foot height limit.

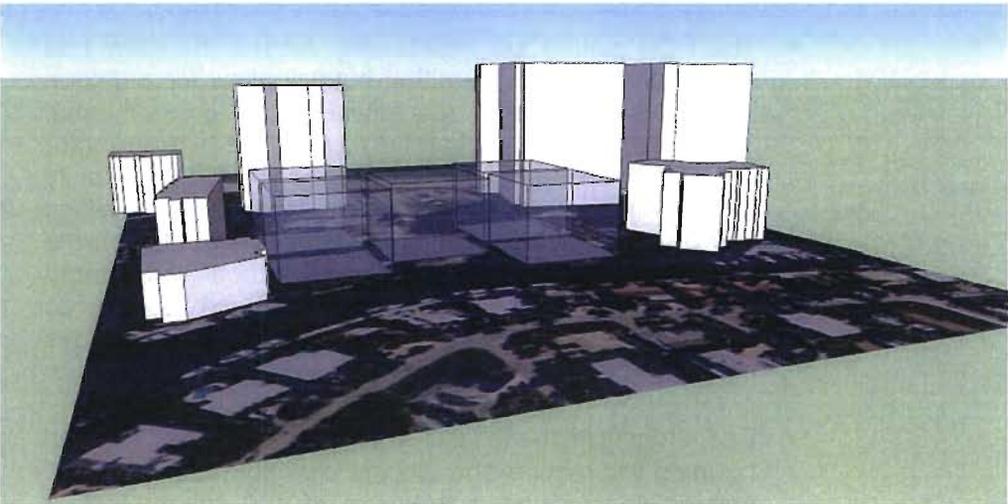
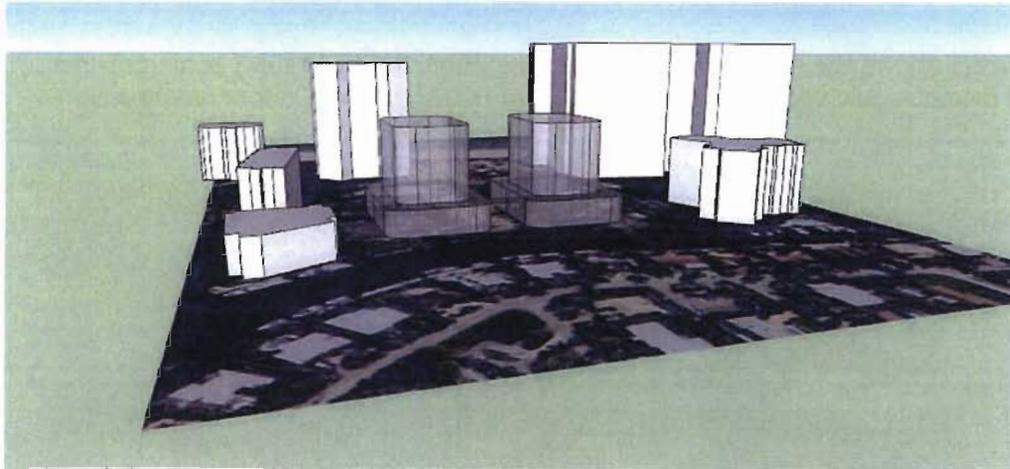


Figure 3 shows the maximum buildable area proposed in the PD-I zoning district under a 2-tower scenario. This district would allow a maximum of two buildings 844,000 sf with a 150 foot height limit.



Note: The figures above are massing models - graphical representations of maximum buildable areas and are not representations of actual building designs.

- The PD-I zoning will require the developer to exceed the minimum landscape requirements in terms of size and number of plantings from that which would be allowed under a traditional zoning category. This will result in a project with lush tropical foliage that will enhance the pedestrian experience. The project will incorporate native plantings.
- The PD-I zoning will significantly restrict the uses that would otherwise be permitted but will allow for a unique mix of uses including residential, retail, docks/marina. These uses have the potential to enhance walkability for the surrounding area by possibly providing the opportunity for shopping and water related experiences within walking and biking distance. Furthermore, two boat slips in the marina will be dedicated to use by a boat club/shared boating service to provide neighborhood access to intracoastal boating, which is a unique amenity that does not currently exist in the neighborhood.
- Encouraging multi-modal forms of transportation. The PD-I zoning will require one electric charging station per 50 parking spaces and a minimum of 100 square feet of

EXHIBIT "B"
REGULATING PLAN

bicycle storage per building that is not otherwise required under traditional zoning. Furthermore, if a condominium is developed, hanging bicycle hooks will be required at a ratio of one per two parking spaces. The site is also easily accessed by mass transit via a bus shelter easement located directly on A-1-A. Pedestrian and bicycle paths will be designed within the site and connect to the public right-of-way, encouraging the use of public transportation and reduced traffic congestion.

2. **General Development Areas**

The subject site is located on the west side of South Ocean Boulevard (SR A-1-A) between SE 13th Street and Terra Mar Drive in the City of Pompano Beach, Florida. Access to the site will be provided via two access points along South Ocean Boulevard.

3. **Type and Mix of Uses**

The PD-I will restrict the number of residential units, density of the site and nonresidential floor area as provided in the table below.

Max. Residential Use		
Use Type	Units	DU/acre
Dwelling Unit	211 units	46
TOTAL	211 units or	46
Max. Non-Residential Use		
Use Type	Square Feet	
Commercial Uses (Exhibit D) (Maximum 10,000 sf per building and Maximum 5,000 sf per commercial use)	20,000 sf	
TOTAL	20,000 sf	

4. **Open Space**

The project site directly abuts the Spanish River which opens to Lettuce Lake and the Intracoastal Waterway. The general location and type of on-site open space will be depicted on the

PD Plan **(PD-1)**. Efforts will be made to incorporate direct access to Spanish River for the public.

In addition to direct access to Spanish River and the Intracoastal Waterway, recreation and open space opportunities for the residents of the site may also be incorporated into the rooftops of the parking podiums of the proposed building(s). Examples may include lush landscaped areas, pools and lounging areas.

5. Natural Features

The project site is not listed on Broward County's Protected Natural Lands Inventory and contains no identified archaeological or environmentally significant features such as wetlands, listed species or listed species habitat. The project site directly abuts the Spanish River which opens to Lettuce Lake and the Intracoastal Waterway. At the time of site plan review, a tree survey will be provided in accordance with City requirements

WH Pompano will design the project to embrace its riverside positioning by creating interesting strolling avenues where residents and guests can enjoy the serene waters of the Spanish River in an ecologically aesthetic environment.

6. Access/Transportation/Circulation

Access to the site is provided via three access points on South Ocean Boulevard (SR A-1-A).

The subject site is also well positioned to take advantage of mass transit opportunities due to its location along South Ocean Boulevard. A bus shelter easement has been reserved in the property. The site is serviced by Broward County Transit route 11; and is within walking distance of Pompano Beach Community Bus Green Route. Residents will easily be able to access mass transit and transfer to other connections/destinations.

The on-site vehicular traffic and pedestrian circulation systems is depicted on the PD Plan **(PD-1)**.

EXHIBIT "B"
REGULATING PLAN

7. Potable Water/Wastewater

There are currently adequate public water and wastewater facilities available to service the proposed project. The general location of proposed on-site potable water and wastewater facilities are depicted on the Conceptual Master Utilities Layout (PD-2). On-site potable water and wastewater facilities will connect to city systems.

8. Stormwater Management

As required by regulations of the City of Pompano Beach and Broward County, all stormwater will be retained on-site. The general location of proposed on-site stormwater management facilities will be depicted on the civil engineering drawings submitted with the site plan.

9. On-site Public Facilities

Retail facilities will be open to the public. WH Pompano intends to take advantage of being located directly on the Spanish River by providing water-oriented activities including boating opportunities to residents and the public. One boat slip in the marina will be dedicated to use by a boat club to provide access to intracoastal boating, which is a unique amenity that does not currently exist in the neighborhood. The applicant will commit to participating in a public art project, which will enhance the pedestrian experience and neighborhood aesthetic. No additional on-site public facilities other than the ones specified above are anticipated other than typical fire protection, solid waste facilities and franchised utilities.

B. Consistency with City Plans

The PD-I zoning designation, PD Plan and Agreement are consistent with the proposed Comprehensive Plan amendment under review. The PD-I zoning will permit the development of up to 211 residential units Commercial uses are permitted pursuant to regulations within the Pompano Beach Comprehensive Plan and further defined in the permitted principal and accessory use table provided in **Exhibit D**. This allows the property a mix of uses which are consistent and compatible with existing adjacent uses.

C. Compatibility with Surrounding Areas

The subject site is being developed in a manner that ensures the proposed mixed use development is context sensitive to adjoining existing land uses. The residential and commercial uses of the subject site in relation to adjacent residential, hotel and commercial uses in effect promotes an environment of complementary mixed uses while ensuring that the residential use of the subject site is not adversely impacted. The building(s) design will take into account the preservation of view corridors and maximize compatibility of height and mass with the surrounding properties. Furthermore, the project will provide public access to the Spanish River in a beautiful setting the community can enjoy.

D. Development Phasing Plan

The development of the proposed project is planned to be a maximum of two (2) phases.

E. Conversion Schedule

There is no conversion schedule associated with the residential or commercial uses proposed for the project. The commercial uses shall be permitted pursuant to regulations within the Pompano Beach Comprehensive Plan and further defined in the permitted principal and accessory use table provided in **Exhibit D**.

F. Dedications

The developer/landowner has dedicated all required public the rights-of-way via the plat for access along South Ocean Boulevard (SR A-1-A). Proposed openings will be reviewed by the Florida Department of Transportation (FDOT). Internal easements shall be provided to utility providers as necessary.

G. PD Agreement

If a separate PD agreement is required by the City, the PD Agreement shall incorporate by reference, but not be limited to:

1. Conditions related to approval of the application for the PD zoning district classification;
2. The PD Plan, including any density/intensity standards, dimensional standards, and development standards established in the PD Plan;

EXHIBIT "B"
REGULATING PLAN

3. Conditions related to the approval of the PD Plan, including any conditions related to the form and design of development shown in the PD Plan;
4. Provisions addressing how transportation, potable water, wastewater, stormwater management, and other public facilities will be provided to accommodate the proposed development;
5. Provisions related to environmental protection and monitoring;
6. Identification of community benefits and amenities that will be provided to compensate for the added development flexibility afforded by the PD district; and
7. Any other provisions the City Commission determines are relevant and necessary to the development of the planned development in accordance with applicable standards and regulations.

III. Planned Development - Infill

A. Purpose

The Planned Development - Infill (PD-I) district is established and intended to accommodate small-site infill development within the city's already developed areas. The PD-I district is intended to provide the flexibility to enable high-quality, mixed-use development on relatively small sites, yet require design that ensures infill development is compatible with both surrounding existing development and available public infrastructure.

B. Use Standards

The project will permit the development of a maximum of 211 residential units. Commercial uses are permitted pursuant to regulations within the Pompano Beach Comprehensive Plan for High Residential land use and further defined in the permitted principal and accessory use table provided in **Exhibit D**. The commercial use is limited to a total of 20,000 square feet for the entire project as well as a maximum of 10,000 square feet per building and maximum 5,000 square feet per commercial use.

The Permitted Principal use list for PD-I in the Pompano Land Development Code includes 111 permitted uses. The developer is proposing only 16 of the 111 permitted uses. This is 86% reduction in the number of permitted uses. Likewise, the Accessory Uses list for PD-I in the Pompano Land Development Code includes 45

accessory uses. The developer proposes only 24. This is a 47% reduction in the number of accessory uses for this project. Attached in **Exhibit D** is the proposed Permitted Principle and Accessory Use List. These reductions protect the neighborhood from uses which would be incompatible with the surrounding developments.

C. Intensity and Dimensional Standards

Site intensity and dimensional standards for the project are provided in **Exhibit E** and in the PD Plan.

In addition to the standard intensity and dimension standards included in **Exhibit E**, WH Pompano proposes to restrict the floor plates of the proposed development by creating the following floor plate restriction

- If a building is constructed to a height that exceeds 105 feet, then the floor plates will be restricted to 18,000 square feet for floors 6 and above to ensure a thinner tower component, which will increase light and air at the pedestrian level while minimizing impacts of massing on existing view corridors.

This restriction ensures that buildings benefitting from the additional height allowance would be restricted in a manner that will improve the pedestrian experience and preserve view corridors by encouraging taller slender buildings.

D. Development Standards

Site specific development standards for the project are provided in **Exhibit F**.

E. Deviations and Justifications

Site deviations and justifications for the project are provided in **Exhibit G** and in the PD Plan.

EXHIBITS

EXHIBIT A

Legal Description

Parcel B of Ocean Land Pompano Beach Resort, according to the Plat thereof, as recorded in Plat Book 178, at Page 127, of the Public Records of Broward County, Florida.

EXHIBIT B

Zoning Map

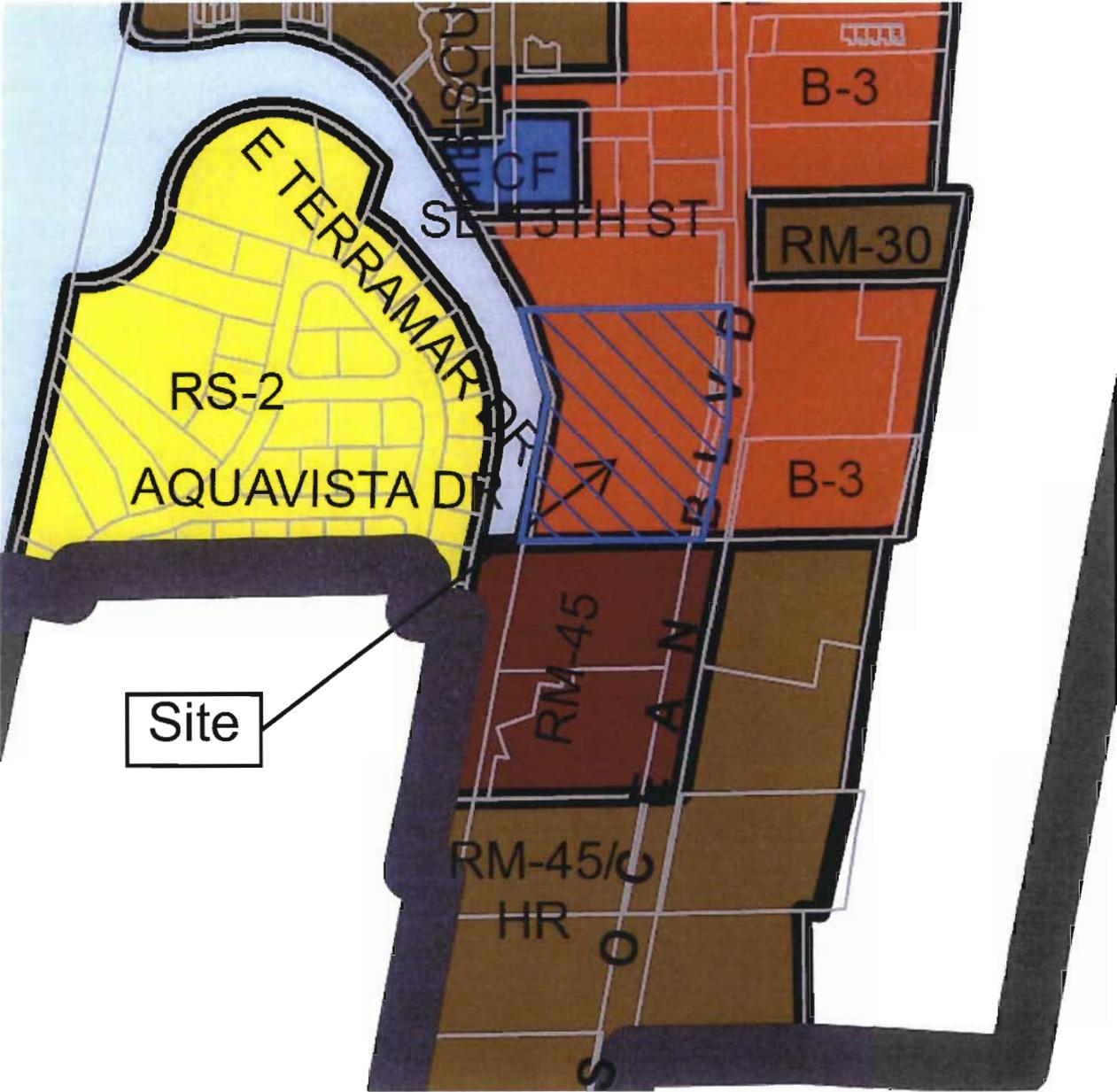


EXHIBIT C

Future Land Use Map

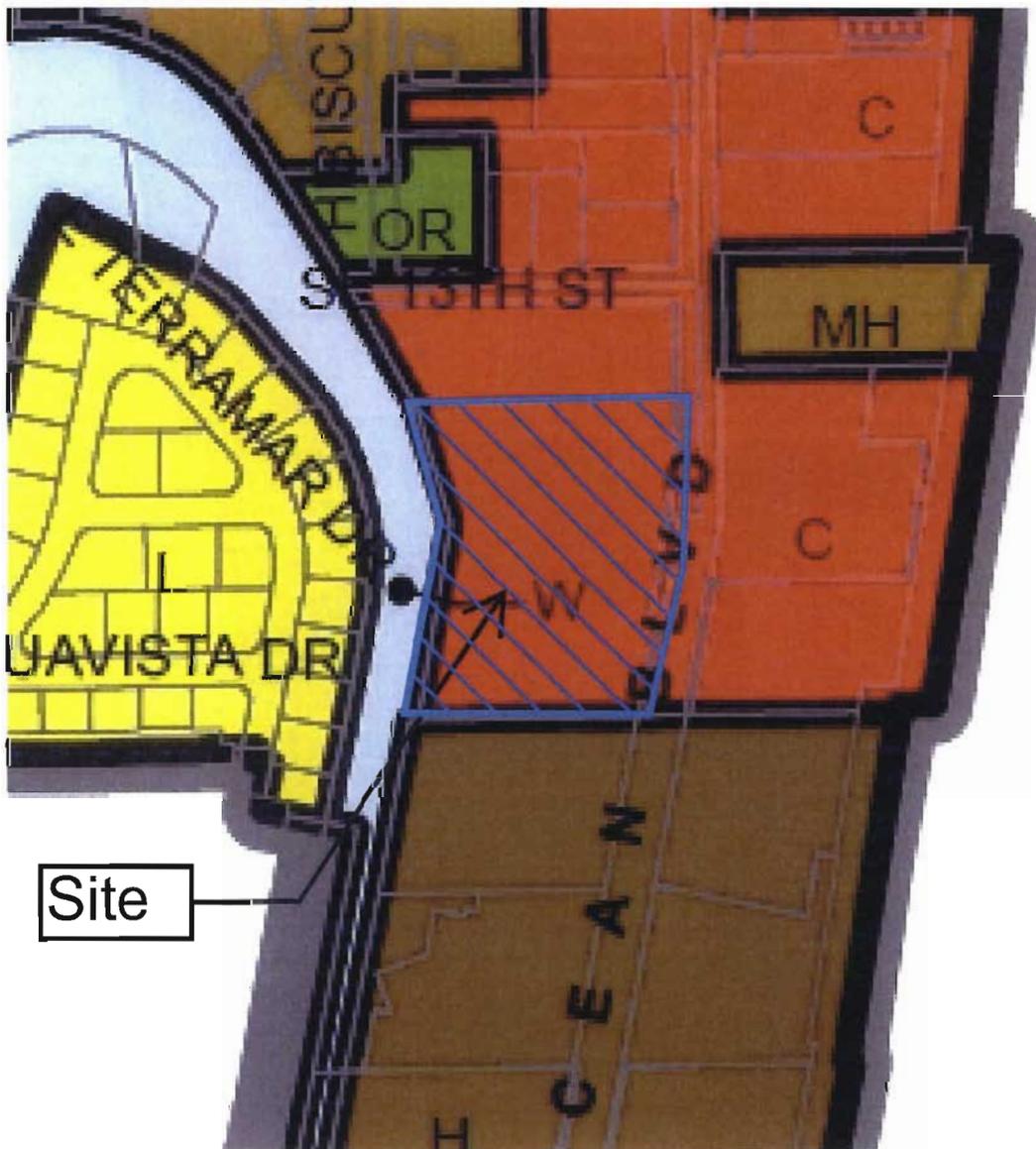


EXHIBIT D

PERMITTED AND ACCESSORY USE TABLE		
P = PERMITTED PRINCIPAL USE		
A = PERMITTED ACCESSORY USE		
USE CATEGORY (PRINCIPAL USES) AND/OR USE TYPE	PLANNED DEVELOPMENT DISTRICT INFILL – PD-I	USE-SPECIFIC STANDARDS
Principal Uses		
Residential		
Dwelling, multifamily	P	155.4202.C
Dwelling, mixed-use	P	155.4202.G
Principal Uses		
Commercial		
Animal grooming	P	155.4214.A
Docking facility, commercial fishing boat	P	155.4215.I
Docking facility, recreational boat	P	155.4215.J
Marina	P	155.4215.K
Travelagency	P	155.4216.G
Specialty eating or drinking establishment	P	155.4218.F
Contractor's office	P	155.4220.A
Professional Office	P	155.4220.B
Art, music, dance studio	P	155.4221.A
Bank or financial institution	P	155.4221.C
Dry cleaning or laundry drop-off establishment	P	155.4221.E
Personal services establishment	P	155.4221.K
Art gallery	P	155.4222.B
Book or media shop	P	155.4222.D
Convenience store	P	155.4222.F
Drug store or pharmacy	P	155.4222.G
Other retail sales establishment	P	155.4222.P
<p>Commercial Uses listed above are limited to a maximum of 20,000 square feet for the entire project, a maximum of 10,000 square feet per building, and a maximum of 5,000 square feet per use.</p>		

EXHIBIT D

Accessory Uses		
Automated teller machine (ATM)	A	155.4303.C
Bike rack	A	155.4303.D
Canopy, vehicular use	A	155.4303.E
Dock	A	155.4303.H
Electric vehicle (EV) level 1 or 2 charging	A	155.4303.K
Electric vehicle (EV) level 3 charging	A	155.4303.L
Fence or wall	A	155.4303.O
Garage or carport	A	155.4303.P
Green roof	A	155.4303.R
Home based business	A	155.4303.S
Outdoor display of merchandise	A	155.4303.U
Outdoor seating, including sidewalk cafes (as accessory to eating and	A	155.4303.V
Rainwater cistern or barrel	A	155.4303.Z
Retail sales (as accessory uses)	A	155.4303. BB
Satellite dish	A	155.4303. CC
Small wind energy system	A	155.4303. DD
Solar energy collection system	A	155.4303. EE
Swimming pool or spa or hot tub	A	155.4303.GG
Television or radio antenna	A	155.4303.HH
Mechanical Equipment and similar	A	155.4303.JJ
Uncovered porches, decks, patios, terraces, or walkways	A	155.4303.KK
Flagpoles	A	155.4303.LL
Lighting fixtures, projecting or freestanding	A	155.4303.MM
Gazebo	A	155.4303.NN
Eating and drinking establishments (as an accessory use)	A	155.4303.PP

EXHIBIT E

Intensity and Dimensional Standards

C. Intensity and Dimensional Standards ¹	PD-I	B-3	Variance w/PD-I	RM-45	Variance w/ PD-I
Lot area, minimum (sq ft)	N/A	10,000 ²	N/A	8,800	N/A
Lot width, minimum (ft)	N/A	100 ²	N/A	75	N/A
Density, maximum (du/ac)	46	46 ^{2,3}	None	45	+1
Lot coverage, maximum (% of lot area)	60	60	None	60 ²	None
Pervious area, minimum (% of lot area)	25	20	+5	25 ²	None
Height, maximum (ft)	150	105 ⁴	+45	105 ⁴	+45
Front yard setback, minimum (ft)	45	0	+45	25	+20
Street side yard setback, minimum (ft)	20	0 ^{2,5}	+20	10 ^{2,6}	+10
Setback from a waterway or canal, minimum (ft)	30	15	+15	25	+5
Setback from a dune vegetation line, minimum (ft)	25	25	None	25	None
Interior side yard setback, minimum (ft)	15	0 ^{2,5}	+15 ⁸	10 ^{2,6}	+5 ⁸
Rear yard setback, minimum (ft)	30	30 ⁵	None	10 ⁶	+20
Spacing Between Principle Structures	40	None	+40	25	+15
Maximum Building Floor Plate	18,000 ⁷	None	+18,000	20,000	-2,000
Maximum Commercial Square Footage ⁹	20,000	None	N/A	None	N/A

NOTES: [sq ft = square feet; ft = feet; du/ac = dwelling units/acre]

1. See measurement rules and allowed exceptions/variations in [Article 9: Part 4](#).
2. For townhouse development, applies only to the development site as a whole, provided individual townhouse lots have a minimum area of 1,800 sq ft and a minimum width of 18 ft.
3. Residential development on land classified as Commercial by the Land Use Plan is subject to allocation of flex or reserve units in accordance with [Chapter 154, Planning](#).
4. Structures within the Air Park Overlay (APO) zoning district must also comply with the height limits in Section [155.3707](#).
5. B-3. Those portions of a structure extending above a height of 50 feet shall be set back an additional 1 ft for each 4 ft (or major fraction thereof) the height of the portion of the structure exceeds 50 ft.
6. RM-45. Those portions of a structure extending above a height of 20 feet shall be set back an additional 1 ft for each 4 ft (or major fraction thereof) the height of the portion of the structure exceeds 20 ft.
7. PD-I. Applies to tower floor plates above the 6th floor.
8. Subject to building height.
9. Also restricted to 10,000 square feet per building and 5,000 square feet per use.

EXHIBIT F

ARTICLE 5: DEVELOPMENT STANDARDS

Part 1 Access, Circulation, Parking, and Loading

155.5101. Access and Circulation

155.5102. Off-Street Parking and Loading

Part 2 Landscaping and Tree Preservation

155.5201. Purpose

155.5202. Best Management Practices; Administrative Manual

155.5203. Landscaping

155.5204. Tree Preservation

155.5205. Florida-friendly Fertilizer Use

Part 3 Screening, Fences, and Walls

155.5301. Screening

155.5302. Fences and Walls

Part 4 Exterior Lighting

155.5401. General Exterior Lighting Standards

155.5402. Lighting Requirements for Marine Turtle Protection

Part 8 Sustainable Development Standards

155.5801. Purpose

155.5802. Sustainable Development Point Requirement

155.5803. Bonuses for Sustainable Development Features

EXHIBIT F

Note: Changes/Deviations to the adopted City Code as of May 5, 2015.

PART 1 ACCESS, CIRCULATION, PARKING, AND LOADING

155.5101. ACCESS AND CIRCULATION

A. Purpose

The purpose of this section is to ensure that developments are served by a coordinated multimodal transportation system that permits the safe and efficient movement of motor vehicles, emergency vehicles, transit, bicyclists, and pedestrians within the development and between the development and external transportation systems, neighboring development, and local destination points such as places of employment, schools, parks, and shopping areas. Such a multimodal transportation system is intended to provide transportation options, increase the effectiveness of local service delivery, reduce emergency response times, promote healthy walking and bicycling, facilitate use of public transportation, contribute to the attractiveness of the development and community, connect neighborhoods and increase opportunities for interaction between neighbors, reduce vehicle miles of travel and travel times and greenhouse gas emissions, improve air quality, minimize congestion and traffic conflicts, and preserve the safety and capacity of community transportation systems.

B. Applicability

All applications for approval of a Major Site Plan shall comply with the standards in this section, except the sections listed below are also required for applications for approval of a Minor Site plan, in which the application includes a change in circulation:

1. Section 155.5101.G, Vehicular Access and Circulation
2. Section 155.5101.C, Consistency with Plans
3. Section 155.5101.H, Bicycle Access and Circulation
4. Section 155.5101.I, Pedestrian Access and Circulation

C. Consistency With Plans

The design and construction of access and circulation systems associated with a development shall be consistent with the transportation goals, objectives, and actions in the Pompano Beach Comprehensive Plan, the Pompano Beach Master Arterial Street Plan, Broward County Trafficways Plan, and other city-adopted plans addressing transportation (including transportation plans, transit plans, corridor plans, and small area plans).

D. Multimodal Transportation System

Access and circulation systems associated with a development shall provide for multiple travel modes (vehicular, transit, bicycle, and pedestrian), as appropriate to the development's size, character, and relationship to existing and planned community transportation systems. Vehicular, transit, bicycle, and pedestrian access and circulation systems shall be coordinated and integrated as necessary to offer the development's occupants and visitors improved transportation choices while enhancing safe and efficient mobility throughout the development and the community.

E. Circulation Plan Required

Applications for Major Site Plan Approval (Section 155.2407) shall include a circulation plan that addresses street connectivity, emergency and service vehicle access, parking movements, accommodation of loading operations, turning radii, traffic calming measures where future "cut-through" traffic is likely, and similar issues.

F. Developer Responsibility for Street Improvements

EXHIBIT F

1. On-Site

a. If a street is proposed within a development site, the developer shall provide roadway, bikeway, sidewalk, and other access and circulation improvements in accordance with the standards in this section, and shall dedicate any required rights-of-way or easements.

b. If a development site includes the proposed corridor of a street designated on the Broward County Trafficways Plan as an arterial street, the development shall incorporate provision of the arterial street into the design of the development. The developer shall be responsible for constructing roadway, bikeway, sidewalk, and other access and circulation improvements that meet at least those standards in this section applicable to collector streets, and shall dedicate right-of-way that meets the right-of-way width standards for the arterial street, as appropriate.

2. Off-Site

If a development site fronts on and obtains vehicular access from an existing street, the developer shall be required to dedicate additional right-of-way along the street frontage or in the vicinity of the development and to provide roadway, bikeway, sidewalk, and other access and circulation improvements within the street right-of-way where the city determines such improvements are reasonably necessary to ensure the safe, convenient, efficient, and orderly accommodation of vehicular and pedestrian traffic demands and impacts generated by the proposed development. Such improvements may include, but are not limited to, turn lanes, deceleration and acceleration lanes, widening or paving of substandard roadways, medians, bike lanes, sidewalks, sidewalk ramps and crossings, and the relocation or improvement of utility lines and facilities needed to accommodate street improvements. The extent of required dedications and improvements related to the abutting street shall be roughly proportional to the traffic demands and impacts generated to and along that street by the proposed development.

G. Vehicular Access and Circulation

1. Vehicular Accessway Classifications

As a basis for application of many of the vehicular access and circulation standards in this subsection, proposed and existing vehicular accessways shall be classified in accordance with the following classifications, which reflect the accessway's relative functions in providing access to and from principal origin and destination points and accommodating travel mobility. Driveways represent the lowest basic classification and principal arterial streets the highest basic classification.

a. Driveways

Driveways include accessways that function solely to provide direct and immediate vehicular access between an alley or street and the principal origin and destination points within an abutting development, or part of a large development. They generally handle low vehicular travel speeds and traffic volumes, but may handle moderate to high vehicular traffic volumes within large commercial and mixed-use developments (e.g., driveways within shopping center parking areas).

b. Alleys – Not Applicable

c. Local Streets– Not Applicable

d. Collector Streets – Not Applicable

e. Minor Arterial Streets – Not Applicable

f. Principal Arterial Streets

Principal arterial streets primarily function to channel intercity vehicular traffic to and through the city and to provide travel mobility among the city's major activity centers by connecting minor arterial streets with each other and with collector streets. They include freeways/expressways and other generally major roadways, handle moderate to high travel speeds and traffic volumes over

EXHIBIT F

relatively long distances, and provide very limited direct driveway access to abutting development. Principal arterial streets are designated on the Broward County Trafficways Plan.

2. Required Vehicular Access and Circulation

A development shall be served by a system of vehicular accessways (including driveways, local streets, collector streets, minor arterial streets, and principal arterial streets, as well as alleys, fire lanes, and other parking lot lanes) that permits safe, convenient, efficient, and orderly movement of firefighting and other emergency vehicles, public transit and school buses, garbage trucks, delivery vehicles, service vehicles, and passenger motor vehicles among the following origin and destination points within the development, and between these internal origin and destination points and the external roadway system, as appropriate for the type of vehicle:

- a. Firefighting vehicles: Points within the distance from buildings and facilities prescribed for fire department access in the Florida Fire Prevention Code.
- b. Other emergency vehicles: Points within 150 feet of all buildings (or the buildable area of lots, for subdivisions), major structures, and major recreational facilities.
- c. Public transit and school buses: Designated or planned bus stops and shelters.
- d. Garbage trucks: Bulk refuse containers and points within 150 feet of individual refuse receptacle storage/collection sites.
- e. Large delivery trucks: Off-street loading spaces.
- f. Small delivery trucks, service vehicles, and passenger motor vehicles: Off-street parking spaces.

3. Vehicular Access Management

a. Limitation on Direct Access Along Arterial and Collector Streets

Direct driveway access to a development's principal origin or destination points (including individual lots in a subdivision) shall be located at least 100 lineal feet from an intersection with McNab Road, Blount Road, a principal arterial street, minor arterial street, or collector designated on the Broward County Trafficways Plan. Direct driveway access may be provided directly from a principal arterial street, minor arterial street, or local collector designated on the Broward County Trafficways Plan only if:

- i. No alternative direct vehicular access from a lower-classified accessway (e.g., local street, driveway, or alley) is available or feasible to provide;
- ii. Only one two-way driveway, or one pair of one-way driveways, is allowed onto lots with 200 or less feet of lot frontage on the arterial or collector street, and no more than one additional two-way driveway or pair of one-way driveways per additional 200 feet of frontage; and
- iii. The development(s) served by the driveway is expected to generate an average daily traffic (ADT) count of 1,000 trips or less, or the Development Service Director determines that the origin or destination points accessed by the driveway will generate sufficiently low traffic volumes, and the adjacent arterial or collector street has sufficiently low travel speeds and traffic volumes, to allow safe driveway access while preserving the safety and efficiency of travel on the arterial or collector street.

b. Limitation on Direct Access Along Other Streets – Not Applicable

c. Driveway Intersection Spacing Along State Roads

The minimum spacing between adjacent driveway intersections along a State road—or between a driveway intersection along a State road and an adjacent street intersection—shall comply with the access management standards in Fla. Admin. Code R. 14-97.

d. Shared Driveways

EXHIBIT F

i. Driveway access shared between adjoining lots is encouraged and may be required to limit direct vehicular access along streets (See Sections 155.5101.G.3.a and 155.5101.G.3.b.) or comply with driveway intersection spacing requirements (See Section 155.5101.G.3.c.).

ii. Easements allowing cross-access to and from properties served by a shared driveway, along with agreements defining maintenance responsibilities of property owners, shall be recorded with the Broward County Records Division before issuance of a Zoning Compliance Permit for the development proposing the shared driveway access.

4. Vehicular Connectivity

a. Purpose

The purpose of the following vehicular connectivity standards is to enhance safe and convenient mobility within and between neighborhoods and developments that helps integrate and connect neighborhoods, allow residents to conveniently visit neighbors and nearby activity centers without compromising the capacity of the city's arterial streets to accommodate through traffic, improve opportunities for comprehensive and convenient transit service, enhance efficient provision of public services, and improve the speed and effectiveness with which emergency services and police and fire protection can be provided to city residents and properties.

b. Cross Access Between Adjoining Development – Not Applicable - Abutting properties are developed.

5. General Accessway Layout and Design

a. Coordination with Transit, Bicycle, and Pedestrian Access and Circulation

i. The vehicular access and circulation system of a development located on a site abutting an existing or planned transit route shall accommodate a transit stop and other associated facilities unless the Development Services Director determines that adequate transit facilities already exist to serve the needs of the development.

ii. The vehicular access and circulation system of a development shall be coordinated with the bicycle and pedestrian access and circulation systems within and adjacent to the development to minimize conflicts.

b. Traffic Control and Calming Measures

Traffic-calming measures—such as, but not limited to, diverters, street gardens, and curvilinear alignments—shall be integrated into a development's vehicular circulation system where necessary to mitigate the impact of potential future cut-through traffic.

6. Roadway Layout and Design

Except as otherwise provided in this section, the design and construction of:

a. Roadways for state roads shall be approved by the Florida Department of Transportation in accordance with its roadway design standards;

b. Roadways for county roads shall be approved by Broward County in accordance with its roadway design standards; and

c. Roadways for city streets shall be approved by the Director of Public Works in accordance with the standards in Chapter 100 (Streets and Sidewalks) of the Code of Ordinances.

7. Driveway Layout and Design

a. Driveway Width

All driveways shall comply with the following minimum width requirements:

i. One-way driveways shall be at least 12 feet wide, as measured between the edges of paving.

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ii. Two-way driveways shall be at least 24 feet wide, as measured between the edges of paving.

b. Driveway Width and Dimensional Requirements for Single-Family Dwellings – Not Applicable

c. Dead-End Driveway Length

Driveways that do not connect back to a street shall be no longer than 150 feet unless they include adequate provision for fire trucks to turn around, as approved by the Fire Chief.

d. Driveway Intersections

In addition to the standards in Section 155.5101.G.3.c, Driveway Intersection Spacing Along State Roads, driveway intersections shall comply with the following standards:

i. Alignment

To the maximum extent practicable,

(A) Driveway intersections along a street shall line up with existing or approved driveway or roadway intersections on the opposite side of the street unless the intersections are separated by a median in the street.

(B) The angle of driveway approaches to an intersection with a street shall be approximately 90 degrees for two-way driveways and between 60 degrees and 90 degrees for one-way driveways.

ii. Proximity to Adjoining Property

Except for shared driveways provided in accordance with Section 155.5101.G.3.d, Shared Driveways, driveway intersections shall be spaced from an adjoining property line by at least two feet or such greater distance needed to avoid encroachment of the driveway radius onto the adjacent property or interference with safe use of a driveway on the adjoining property.

iii. Medians in Driveway Entrances

Medians may be provided at driveway entrances provided:

(A) No signage is included within the median other than traffic signs and a monument sign not exceeding a height of three feet;

(B) Planted material within the median is limited to understory trees, shrubs, ground cover, and grass; and

(C) The minimum driveway width is maintained for each travel and turning lane

8. Vehicle Stacking Space

a. For Drive-through and Related Uses – Not Applicable

b. For Parking Lot Entrance Driveways

Nonresidential uses shall provide stacking lanes between the edge of the street right-of-way and entrances into off-street parking areas in accordance with the minimum stacking lane distance established in Table 155.5101.G.8.b: Minimum Stacking Lane Distance for Parking Lot Entrance Driveways. (See Figure 155.5101.G.8.b: Stacking lane for a parking lot entrance driveway.)

TABLE 155.5101.G.8.B: MINIMUM STACKING LANE DISTANCE FOR PARKING LOT ENTRANCE DRIVEWAYS

TABLE 155.5101.G.8.B: MINIMUM STACKING LANE DISTANCE FOR PARKING LOT ENTRANCE DRIVEWAYS	
Number of Off-Street Parking Spaces ¹	Minimum Stacking Lane Distance (ft) ²
1 - 49	25

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50 - 249	50
250 - 499	100
500 or more	100 + 15 ft for every additional 50 spaces beyond 500

NOTES:

- Entrances into parking structures may be credited towards the stacking lane distance requirement provided the parking structure entrance is accessed from a development driveway and not a primary drive aisle.
- Stacking lane distance is measured from the intersection of the driveway with the street right-of-way, along the centerline of the stacking lane, to its intersection with the centerline of the first entrance into a parking area or other internal intersecting driveway.

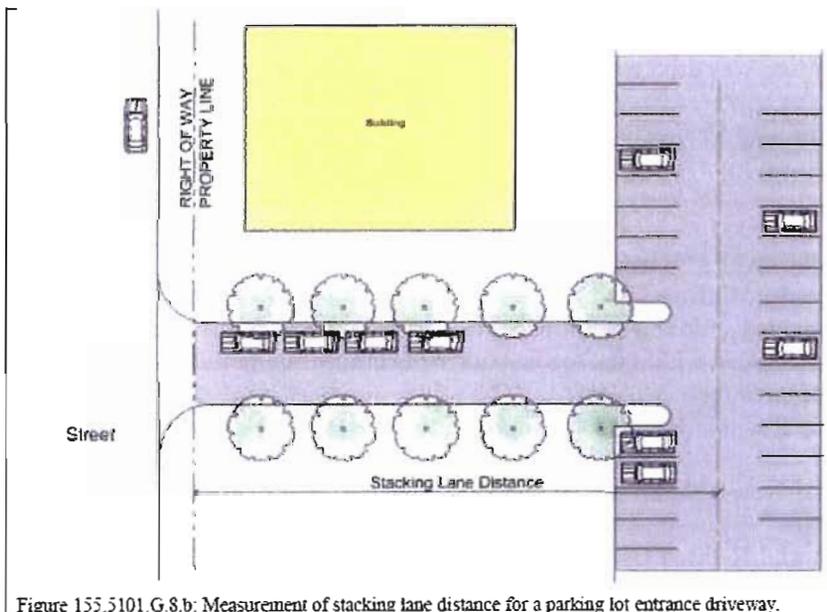


Figure 155.5101.G.8.b: Measurement of stacking lane distance for a parking lot entrance driveway.

Figure 155.5101.G.8.b: Measurement of stacking lane distance for a parking lot entrance driveway

9. Sight Triangles

a. Intersections Involving State Roads

Sight triangles shall be established at each corner of the intersection of a State road with any other street in accordance with the Florida Department of Transportation's intersection sight distance standards.

b. Other Intersections

At roadway intersections other than those involving a State road or a designated alley, and where a driveway intersects with a local street, collector street, minor arterial street, or principal arterial street, a sight triangle shall be established at each corner of the intersection. Each sight triangle shall be measured from the intersection of the extended curb or edge-of-pavement lines for the intersecting roadways (or intersection roadway and driveway), to a point located ten feet along the curb or edge-of-pavement line for one roadway/driveway, to a point along the curb or

EXHIBIT F

edge-of-pavement line for the other roadway/driveway located ten feet from the original point—see Figure 155.5101.G.9.b, Sight triangles at intersections.

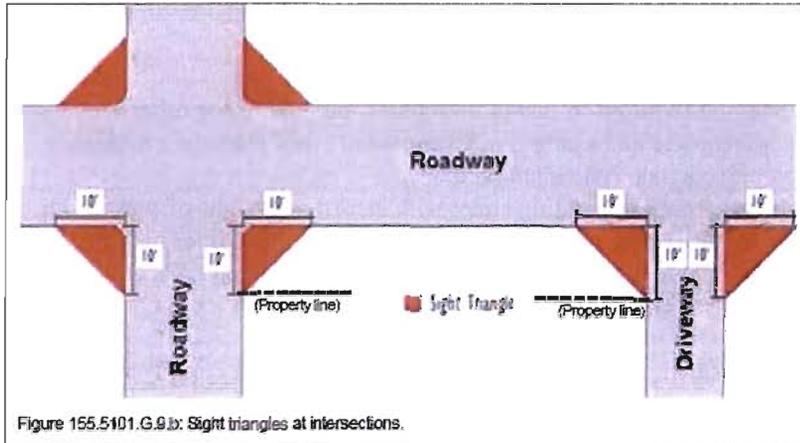


Figure 155.5101.G.9.b: Sight triangles at intersections

c. Limits on Obstructions to Cross-Visibility

Within a roadway or driveway intersection sight triangle, no fence, wall, sign, earthworks, hedge, shrub, or other structure or planting shall be located, maintained, or permitted to grow between the heights of three and six feet above the grade elevation of the adjacent roadway or driveway. Public safety and utility devices (such as streetlights, street signs, and telephone poles), as well as sign poles and trees less than eight inches in diameter, are exempt from this standard, provided their number and location is limited—and the limbs and foliage of any such trees are trimmed—so as to ensure provision of the required unobstructed cross-visibility. (See Figure 155.5101.G.9.c, Sight triangle clear visibility.)

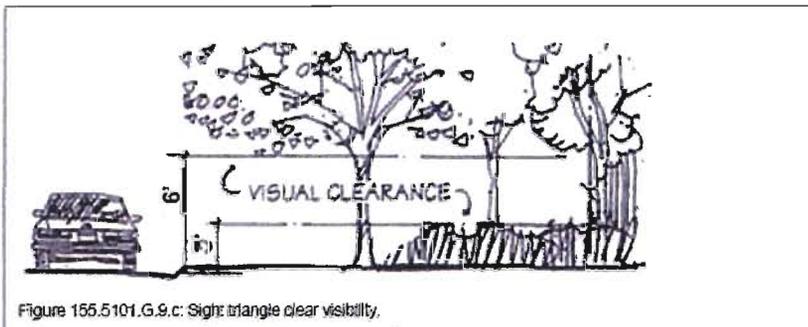


Figure 155.5101.G.9.c: Sight triangle clear visibility

H. Bicycle Access and Circulation

1. Required Bicycle Access

a. General Bicycle Access

All developments shall be served by an internal bicycle circulation system (including bike routes, bike lanes, and/or bike paths) that permits safe, convenient, efficient, and orderly movement of bicyclists among the following origin and destination points within the development, as well as between the internal bicycle circulation system and adjoining parts of an existing or planned external, community-wide bicycle circulation system and any adjoining public parks, greenways, schools, community centers, and shopping areas:

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- i. Bicycle parking facilities (See Section 155.5102.L, Bicycle Parking Facilities.) or areas near the primary entrance(s) of principal buildings (or the buildable area of lots, for subdivisions);
- ii. Any designated or planned bus stops and shelters (on-site or on an adjacent street); and
- iii. Recreation facilities and other common use area and amenities.

b. Bikeway Improvements Required

i. All developments may be required to install bike lanes, bike paths, or other bicycle improvements within the development site and along the development site's frontage on existing streets where called for by a city bicycle plan (when adopted).

ii. Where a development site fronts an existing street with insufficient right-of-way width to accommodate installation of a required bike path along the frontage, the developer may install a bike path on the development site, within a public easement running parallel and adjacent to the public street.

2. Bicycle Connectivity

Multifamily residential, nonresidential, and mixed-use development shall comply with the following standards:

a. Any internal bicycle circulation system shall be designed to allow for bicycle cross-access between it and any internal bicycle circulation system on adjoining lots containing a multifamily residential, nonresidential, or mixed-use development, or to the boundary of adjoining vacant land zoned to allow multifamily residential, nonresidential, or mixed-use development.

b. The Development Services Director may waive or modify the requirement for bicycle cross-access on determining that such cross-access is impractical or undesirable due to the presence of topographic conditions, natural features, or safety factors.

c. Easements allowing cross-access to and from properties served by a bicycle cross-access, along with agreements defining maintenance responsibilities of property owners, shall be recorded with the Broward County Records Division before issuance of a Zoning Compliance Permit for the development.

3. General Bikeway Layout and Design

a. Bike Paths

Required bike paths shall:

i. Be at least seven feet wide and surfaced with a durable and dustless material; The bike path may be combined with the required pedestrian path.

ii. Be distinguishable from vehicular traffic lanes they cross by painted markings, a change in pavement material or color, raised paving height, decorative bollards, and/or flashing caution signals; and

iii. Have adequate lighting for security and safety.

b. Bike Lanes

Required bike lanes shall be designed and provided in accordance with the cross-section, paving, and other standards applicable to the roadways of which they are a part.

4. Waiver

The Development Services Director may waive all or part of the standards in this subsection if it is demonstrated that bicycle access and circulation is unneeded or undesirable in the proposed development or that compliance with the required bicycle improvements is infeasible.

I. Pedestrian Access and Circulation

1. Required Pedestrian Access

a. General Pedestrian Access

EXHIBIT F

Except individual lot development of a single-family dwelling or two-family dwelling, all developments shall be served by an internal pedestrian circulation system walkways (including sidewalks, pedestrian paths, and/or trails) that permits safe, convenient, efficient, and orderly movement of pedestrians among the following origin and destination points within the development, as well as between the internal pedestrian circulation system and adjoining parts of an existing or planned external, community-wide pedestrian circulation system and any adjoining public parks, greenways, schools, community centers, and shopping areas:

- i. The primary entrance(s) of principal buildings (or the buildable area of lots, for subdivisions);
 - ii. Off-street parking bays;
 - iii. Any designated or planned bus stops and shelters (on-site or on an adjacent street);
- and
- iv. Recreation facilities and other common use area and amenities.

b. Sidewalks Required

- i. Except individual lot development of a single-family dwelling or two-family dwelling, all developments shall install sidewalks on both sides of all roadways within the development site and along the entire frontage of the development site with an existing street (unless an existing sidewalk meeting city standards is already in place).

- ii. Where a development site fronts an existing street with insufficient right-of-way width to accommodate installation of a required sidewalk along the frontage, the developer may install a sidewalk on the development site, within a dedicated widening of the right-of-way or dedicated public easement running parallel and adjacent to the public street.

- iii. Additional sidewalks or pedestrian walkways may be required where called for by a city pedestrian plan (when adopted).

2. Pedestrian Connectivity

Multifamily residential, nonresidential, and mixed-use development shall comply with the following standards:

- a. The internal pedestrian circulation system shall be designed to allow for pedestrian walkway cross-access between the development's buildings and parking areas and those on adjoining lots containing a multifamily residential, nonresidential, or mixed-use development, or to the boundary of adjoining vacant land zoned to allow multifamily residential, nonresidential, or mixed-use development.

- b. The Development Services Director may waive or modify the requirement for pedestrian cross-access on determining that such cross-access is impractical or undesirable due to the presence of topographic conditions, natural features, or safety factors.

- c. Easements allowing cross-access to and from properties served by a pedestrian cross-access, along with agreements defining maintenance responsibilities of property owners, shall be recorded with the Broward County Records Division before issuance of a Zoning Compliance Permit for the development.

3. General Walkway Layout and Design

a. General Walkway Standards

Required pedestrian walkways shall:

- i. Be at least five feet wide in residential and industrial zoning districts and seven feet wide in commercial zoning districts;

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- ii. Be distinguishable from vehicular traffic lanes they cross by painted markings, a change in pavement material or color, raised paving height, decorative bollards, and/or flashing caution signals;
- iii. Have adequate lighting for security and safety;
- iv. Meet the accessibility guidelines promulgated under the Americans with Disabilities Act (ADA); and
- v. Be constructed in accordance with sidewalk standards in Chapter 100 (Streets and Sidewalks) of the Code of Ordinances, where applicable, and any standards called for by the city's Bicycle and Pedestrian Master Plan.

b. Pedestrian Walkways through Large Parking Areas and Parking Garages

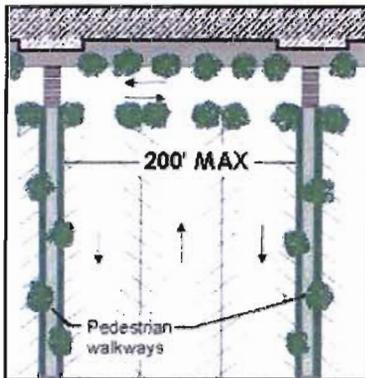


Figure 155.5101.I.3.b: Walkways through parking lots.

Figure 155.5101.I.3.b: Walkways through parking lots

- i. All parking lots and parking structures containing more than 50 parking spaces shall provide a clearly identified pedestrian route between parking areas and the primary pedestrian entrance(s) to the building(s) served by the parking areas, or to a pedestrian walkway providing direct access to the primary building entrance(s).
- ii. Parking lots containing more than 50 parking spaces shall, at a minimum, include a pedestrian walkway running between at least every three parking bays or at intervals not less than 200 feet apart, whichever is less. (See Figure 155.5101.I.3.b: Walkways through parking lots.)
- iii. Walkways providing pedestrian access between parking areas and associated buildings may be extended to provide the connections to abutting street sidewalks or to adjoining development required by Section 155.5101.I.1.a, General Pedestrian Access, and Section 155.5101.I.2, Pedestrian Connectivity.

4. Waiver

The Development Services Director may waive all or part of the standards in this subsection if it is demonstrated that pedestrian access and circulation is unneeded or undesirable in the proposed development or that compliance with the required pedestrian improvements is infeasible.

155.5102. OFF-STREET PARKING AND LOADING

A. Purpose and intent

The purpose of this section is to ensure provision of off-street parking and loading facilities in proportion to the generalized parking and loading demand of the different uses allowed by this Code. The standards in this section are intended to provide for adequate off-street parking and loading while allowing the flexibility needed to accommodate alternative solutions. The standards

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are also intended to achieve city policies of supporting development and redevelopment of transit-oriented development and commercial corridors, accommodating appropriate infill development, and encouraging pedestrian-oriented development while avoiding excessive paved surface areas, promoting low impact development, and safeguarding historic resources.

B. Applicability

1. New Development

All new development shall provide off-street parking and loading areas in accordance with the standards of this section.

2. Existing Development – Not Applicable

3. Parking Plan Required

All applications for Major Site Plan Approval (Section 155.2407) proposing more than eight off-street parking spaces shall include a parking plan. The parking plan shall accurately designate the required parking spaces, access aisles, and driveways, and the relation of the off-street parking facilities to the development they are designed to serve, including how the parking facilities coordinate with the vehicular, bicycle, and pedestrian access and circulation systems for the development.

C. General Standards for Off-Street Parking and Loading Areas

1. Use of Parking and Loading Areas

a. Nonresidential Districts

Off-street parking areas required by this section shall be used solely for the parking of licensed motorized vehicles in operating condition. Required parking spaces and loading berths may not be used for the display of goods for sale, or the sale, lease, storage, dismantling, or service of any vehicles, boats, motor homes, campers, mobile homes, building materials, equipment, or supplies.

b. Residential Districts

Except as otherwise provided in Section 155.4303.X, Parking or Storage of Motor Vehicles, Recreational Vehicles, Boats, or Trailers in Residential Zoning Districts, required off-street parking areas are to be used solely for the parking of licensed motor vehicles in operating condition.

c. Identified as to Purpose and Location

Off-street parking areas of three or more spaces and all off-street loading areas shall include painted lines, wheel stops, or other methods of identifying individual parking spaces and loading berths and distinguishing such spaces or berths from aisles.

2. Surfacing



Figure 155.5102.C.2.b: Use of pervious materials in a parking lot.

Figure 155.5102.C.2.b: Use of pervious materials in a parking lot

a. General

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Except as provided for in subsections b and c below, all off-street parking and loading areas shall be surfaced with asphalt, concrete, brick, stone, pavers, or an equivalent hard, dustless, and bonded surface material. Use of surfacing that includes recycled materials (e.g., glass, rubber, used asphalt, brick, block, and concrete) is encouraged. These surfaces shall be maintained in a smooth, well-graded, clean, orderly, and dust-free condition.

b. Pervious or Semipervious Surfacing

The use of pervious or semipervious parking area surfacing materials—including, but not limited to—pervious asphalt and concrete and open joint pavers may be approved for off-street paving and loading areas, provided such surfacing is subject to an on-going maintenance program (e.g., sweeping, annual vacuuming). Any pervious or semipervious surfacing used for aisles within or driveways to parking and loading areas shall be certified as capable of accommodating anticipated traffic loading stresses and maintenance impacts. Where possible, such materials should be used in areas proximate to and in combination with on-site stormwater control devices. (See Figure 155.5102.C.2.b, Use of pervious materials in a parking lot.)

c. Gravel Used for Existing Single-Family Parking Area – Not Applicable

3. Location and Arrangement

a. Safe and Convenient Access

i. Off-street parking and loading areas shall be arranged for convenient access between an adjacent street and all parking spaces and loading berths to facilitate ease of mobility, ample clearance, and safety of vehicles and pedestrians. Each off-street parking space and loading berth shall have adequate, unobstructed means for the ingress and egress of vehicles.

ii. Off-street parking areas shall be arranged so no parking or maneuvering incidental to parking shall occur on a public street or sidewalk.

iii. Off-street parking areas shall be arranged so an automobile may be parked or unparked without moving another automobile (unless within an automated or mechanical parking deck or garage or part of valet or tandem parking in accordance with Section 155.5102.J, Off-Street Parking Alternatives).

iv. Off-street loading areas shall be arranged so no loading berth extends into the required aisle of a parking lot.

b. Backing onto Streets Prohibited

All off-street parking and loading areas shall be arranged so that no vehicle is required to back out from such areas directly onto a street. However, for all use types, off-street parking may be arranged to allow for back out onto alleys subject to demonstration adequate back-out distance.

4. Markings

a. Except for parking areas serving single-family and mobile home dwellings, each required off-street parking area and space, and each off-street loading area and berth, shall be identified by double striping as well as other surface markings that are arranged to provide for orderly and safe loading, unloading, parking, and storage of vehicles. Such markings—including directional arrows, lettering on signs and in handicapped-designated areas, and labeling of the pavement—shall be maintained so as to be readily visible at all times.

b. One-way and two-way accesses into required parking facilities shall be identified by directional arrows. Any two-way access located at any angle other than 90 degrees to a street shall be marked with a traffic separation stripe running the length of the access. This requirement does not apply to aisles.

5. Slope

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All off-street parking and loading areas shall be constructed on a lateral incline of not more than three percent and a longitudinal incline of not more than ten percent beyond the adjacent roadway or sidewalk level.

6. Drainage

All off-street parking and loading areas shall be properly drained so as to eliminate standing water and prevent damage to abutting land and public streets and alleys.

7. Exterior Lighting

Lighted off-street parking and loading areas shall comply with the standards of Part 4 (Exterior Lighting) of this article.

8. Landscaping

Off-street parking and loading areas shall comply with the standards of Section 155.5203.D, Vehicular Use Area Landscaping.

9. Curbing

- a. Each off-street parking space shall include a continuous curb.
- b. The continuous curb shall be a maximum 5½ inches high.
- c. The vehicular overhang area shall be no more than 2½ feet wide and shall not be credited toward any required sidewalk or landscape areas.
- d. In place of continuous curbs, wheel stops may be provided when required for compliance with accessibility guidelines promulgated under the Americans with Disabilities Act (ADA). When permitted, the wheel stops shall be made of concrete, wood, metal, or material of comparable durability, and shall be at least six feet long and a maximum 5½ inches high.

10. Maintained In Good Repair

a. Maintained at All Times

All off-street parking and loading areas shall be maintained in safe condition and good repair at all times so as not to constitute a hazard to public safety or a visual or aesthetic nuisance to surrounding land.

b. Periodically Restored

All off-street parking and loading areas shall be periodically painted or otherwise restored to maintain a clear identification of separate parking spaces or loading berths.

11. Completion

All off-street parking and loading areas shall be completed prior to the issuance of a Certificate of Occupancy (Section 155.2419) for the development they serve. In the case of phased development, off-street parking and loading areas should only be provided for the phase being developed.

D. Off-Street Parking Space Requirements

1. Minimum Number of Off-Street Parking Spaces

Except as otherwise provided for multiple use developments (See Section 155.5102.D.3 below.), or new development within the Atlantic Boulevard Overlay district (See Section 155.3703.E.2.) or the Northwest Community Redevelopment Area (See Section 155.5102.D.4 below.), or as expressly exempted elsewhere in this Code, new development shall provide the minimum number of off-street parking spaces in accordance with Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces, based on the principal use(s) involved and the extent of development. Interpretation of the off-street parking space requirements for uses with variable parking demands or unlisted uses is provided in Section 155.5102.D.2, Uses with Variable Parking Demand Characteristics and Unlisted Uses.

TABLE 155.5102.D.1: MINIMUM NUMBER OF OFF-STREET PARKING SPACES

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TABLE 155.5102.D.1: MINIMUM NUMBER OF OFF-STREET PARKING SPACES				
Use Category	Use Type		Minimum Number of Parking Spaces ^{1,2,3}	
Residential Uses				
Household Uses	Living	Efficiency DUs	1 per DU	
		Dwelling, multifamily ⁹	DUs with 1 or 2 bedrooms	1.5 per DU
			DUs with 3+ bedrooms	2 per DU
Household Uses	Living	Dwelling, mixed-use	1 per DU	
Commercial Uses				
Boat and Marine Sales and Service Uses				
	Marina		2 + 1 per 3 boat slips	
Business Services Uses	Support	Business service center	1 per 300 sq ft	
		Conference or training center	See Section 155.5102.D.2	

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	Travel agency	1 per 300 sq ft
Eating and Drinking Establishments ⁴		1 per 4 persons of maximum occupancy capacity of customer service area(s)
	Hall for hire	
	Restaurant	
	Specialty eating or drinking establishment	
Office Uses	Contractor's offices	1 per 400 sq ft
	Professional Office	
Retail Sales and Service Uses - Personal Services ¹¹	Art, music, or dance studio	1 per 300 sq ft
	Bank or financial institution	1 per 300 sq ft
	Dry cleaning or laundry drop-off establishment	1 per 300 sq ft
Retail Sales and Service Uses - Retail Sales ¹¹	Antique store	1 per 300 sq ft
	Art gallery	1 per 300 sq ft
	Auction house	1 per 300 sq ft
	Book or media shop	
	Consignment shop	
	Grocery or Convenience store	1 per 300 sq ft
	Drug store or pharmacy	1 per 300 sq ft

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Visitor Accommodation Uses	Apartment hotel	1 per guest room	
	Bed and breakfast inn	2 + 1 per guest bedroom	
	Hotel or motel	100 guest rooms or less	1 per guest room
		101 to 150 guest rooms	0.85 per guest room
		More than 150 guest rooms	0.7 per guest room
Accessory Uses	Outdoor Seating (including sidewalk cafes)	1 per 1 per 8 persons of maximum occupancy capacity of outdoor seating area(s). Except no parking is required for outdoor seating within the AOD or DPOD Districts	
	Eating and Drinking establishment (as an accessory use)	1 per 4 persons of maximum occupancy capacity of customer service area(s). Off-street parking may be reduced per accessory use standards, Section 155.4303.PP	
<p>NOTES: sq ft = square feet</p> <p>1. When computation of the number of required parking spaces results in a fraction, the result shall be rounded upward to the next highest whole number.</p> <p>2. Where the minimum off-street parking space requirement is based on the maximum occupancy capacity, all computations shall be based on the occupant load of the building or facility as establishing in accordance with the Building Code.</p>			

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3. Except as otherwise provided in this section, where the minimum off-street parking space requirement is based on square feet of floor area, all computations shall be based on gross floor area.
4. Where restaurants, theaters, places of worship, or similar uses occupy more than 33 percent of a shopping center's gross floor area, parking requirements for such uses shall be determined separately for each such use and added to the appropriate shopping center standard as applied to the remaining floor area.
- 5 – 9 Not Applicable

2. Uses with Variable Parking Demand Characteristics and Unlisted Uses

For some listed uses, Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces, refers to this subsection because the use has widely varying parking and loading demand characteristics, making it difficult to establish a single appropriate off-street parking or loading standard. On receiving an application proposing such a use, or proposing a use not expressly listed in Table 155.5102.D.1, the Development Services Director is authorized to:

- a. Apply the minimum off-street parking space requirement specified in Table 155.5102.D.1 for the listed use that is deemed most similar to the proposed use; or
- b. Establish the minimum off-street parking space requirement by reference to standard parking resources published by the National Parking Association or the American Planning Association; or
- c. Establish the minimum off-street parking space requirement based on a parking demand study prepared by the applicant that estimates parking demand based on the recommendations of the Institute of Traffic Engineers (ITE) or other acceptable source of parking demand data, and that includes relevant data collected from uses or combinations of uses that are the same or comparable to the proposed use in terms of density, scale, bulk, area, type of activity, and location.

3. Multiple Use Developments

a. Except for shopping centers (See Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces.) and hotels or motels and apartment hotels (See b below.), developments containing more than one principal institutional or commercial use shall provide parking spaces in an amount equal to the total of the requirements applied to all individual principal uses.

b. Where more than 20 percent of the total gross floor area of a hotel or motel or an apartment hotel is occupied by non-sleeping or non-dwelling principal or accessory uses (e.g., office, retail, service, restaurant, bar, nightclub, ballrooms, banquet rooms, meeting rooms), off-street parking shall be provided for each such use in an amount equal to 50 percent of the parking requirement applicable to the use if it were an individual principal use—except that where a hotel contains 50 or more guest rooms and a restaurant and/or bar advertised by exterior signage, off-street parking shall be for such restaurant and/or bar in an amount equal to 75 percent of the parking requirement(s) applicable to a restaurant and/or bar as a principal use.

c. These provisions shall not limit the opportunity to reduce the minimum number of required off-street parking spaces through approval of an alternative parking plan that justifies the feasibility of shared parking (See Section 155.5102.J.3, Shared Parking.)

4. Modified Parking Requirements in Northwest Community Redevelopment Area – Not Applicable

5. Maximum Number of Off-Street Parking Spaces

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For any use listed under the commercial use classification in Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces, the number of off-street parking spaces shall not exceed 125 percent of the minimum number of parking spaces required, except as may be allowed through approval of an alternative parking plan in accordance with Section 155.5102.J.2, Provision over Maximum Allowed.

E. Electric Vehicle (EV) Charging Stations

Up to ten percent of the required number of off-street parking spaces may be used and designated as electric vehicle (EV) charging stations, subject to the standards in subsection [] below. The Development Services Director shall have authority to approve the use and designation of additional required parking spaces as electric vehicle charging stations, provided that such additional spaces shall count as only one-half of a parking space when computing the minimum number of parking spaces required. Parking spaces used as electric vehicle charging stations shall consist as one or more group(s) of contiguous spaces located where they can be readily identified by electric vehicle drivers (e.g., through directional signage), but where their use by non-electric vehicles is discouraged (e.g., not in locations most convenient to the entrances of the buildings served).

F. On-Street Parking

Except as authorized as part of an alternative parking plan in Section 155.5102.J, Off-Street Parking Alternatives, on-street parking on streets or driveways shall not be used to satisfy the off-street parking standards of this section. Refer to Chapter 100 (Streets and Sidewalks) of Code of Ordinances for parking within the public right-of-way.

G. Driveways Used to Satisfy Requirements – Not Applicable

H. Accessible Parking Spaces for Physically Disabled Persons

In each off-street parking area, a portion of the total number of off-street parking spaces shall be spaces specifically designated, located, and reserved for use by persons with physical disabilities ("accessible parking spaces"), in accordance with the standards of the Florida Accessibility Code for Building Construction, as amended.

I. Dimensional Standards for Parking Spaces and Aisles DEVIATION

1. General

Except as otherwise provided in subsection 2 below, standard vehicle parking spaces and parking lot aisles shall comply with the minimum dimensional standards established in Table 155.5102.I.1, Dimensional Standards for Parking Spaces and Aisles.

TABLE 155.5102.I.1 ABOVE: DIMENSIONAL STANDARDS FOR PARKING SPACES AND AISLES

TABLE 155.5102.I.1 ABOVE: DIMENSIONAL STANDARDS FOR PARKING SPACES AND AISLES ¹					
Parking Angle (Degrees)	Stall Width (ft)	Stall Perpendicular to Curb (ft)	Depth to Aisle Width (ft) ²	Stall Length Along Curb (ft)	Double Row + Aisle, Curb to Curb (ft)
A	B	C	D	E	F
Residential, Institutional, and Commercial Uses					
<u>0</u>	<u>9</u>	<u>9</u>	<u>14</u>	<u>23</u>	<u>32</u>

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<u>45</u>	<u>9</u>	<u>19.1</u>	<u>14</u>	<u>12.7</u>	<u>52.2</u>
<u>60</u>	<u>9</u>	<u>20.1</u>	<u>16</u>	<u>10.4</u>	<u>56.2</u>
<u>90</u>	<u>9</u>	<u>18</u>	<u>23</u>	<u>9</u>	<u>59</u>

NOTES:

1. Refer to Figure 155.5102.I.1, below, for illustrations showing how dimensions for parking spaces and aisles in various configurations (A-G) are measured.
2. For one-way traffic. Aisles for two-way traffic shall be at least 23 feet wide (for all parking angles). The Development Services Director may approve an aisle width less than the minimum on determining that the aisle is sufficiently wide to allow vehicle to conveniently maneuver through the parking area and access each parking space without driving through any other parking space.

2. Smaller Parking Spaces for Tandem Parking and Certain Uses and Districts

The dimensions of off-street parking stalls may be reduced to a width of 9 feet and a depth/length of 18 feet where the parking stalls are:

- a. Used for tandem parking (See Section 155.5102.J.6, Valet and Tandem Parking.);
- b. Not Applicable
- c. Not Applicable

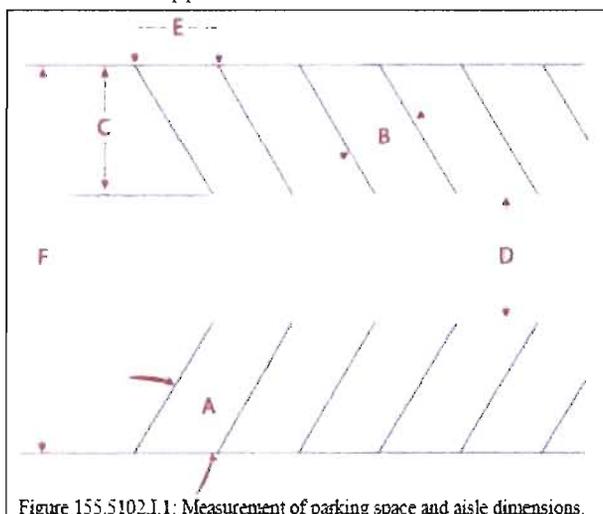


Figure 155.5102.I.1: Measurement of parking space and aisle dimensions.

Figure 155.5102.I.1: Measurement of parking space and aisle dimensions

3. Vertical Clearance

All off-street parking spaces must have a minimum overhead clearance of seven feet.

J. Off-Street Parking Alternatives

1. General; Alternative Parking Plan

The Development Services Director is authorized to approve an alternative parking plan that proposes alternatives to providing the minimum number of off-street parking spaces required by Table 155.5102.D.1,

Minimum Number of Off-Street Parking Spaces, in accordance with the standards listed below. The alternative parking plan shall be submitted with an application for Site Plan Approval (Section

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155.2407) or Zoning Compliance Permit (Section 155.2413), as appropriate. Additional fees may be assessed to cover the city's additional costs in reviewing alternative parking plans and any subsequent agreements.

2. Provision over Maximum Allowed

An alternative parking plan may propose to exceed the maximum number of off-street parking spaces allowed by Article 1: General Provisions, in accordance with the following standards:

a. Parking Demand Study

The alternative parking plan shall include a parking demand study demonstrating how the maximum number of parking spaces specified by Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces, is insufficient for the proposed development.

b. Minimum Amount Required

The maximum number of off-street spaces allowed by 155.5102.D.5, Maximum Number of Off-Street Parking Spaces, shall be limited to the minimum number of additional spaces recommended as needed by the required parking demand study.

3. Shared Parking

An alternative parking plan may propose to meet a portion of the minimum number of off-street parking spaces required for a use with shared parking—i.e., use of parking spaces used or proposed to be used to meet the minimum number of off-street parking spaces required for one or more other uses—in accordance with the following standards:

a. Maximum Shared Spaces

Up to 75 percent of the number of parking spaces required for a use may be used to satisfy the number of parking spaces required for other uses that generate parking demands during different times of the day or different days of the week.

b. Location

i. Shared parking spaces shall be located within 500 feet walking distance of the primary pedestrian entrances to the uses served by the parking.

ii. Shared parking spaces shall not be separated from the use they serve by an arterial or collector street unless pedestrian access across the arterial or collector street is provided by a grade-separated pedestrian walkway or appropriate traffic controls (e.g., signalized crosswalk).

c. Pedestrian Access

Adequate and safe pedestrian access via a grade-separated walkway shall be provided between the shared parking areas and the primary pedestrian entrances to the uses served by the parking.

d. Signage Directing Public to Parking Spaces

Signage complying with the standards of Chapter 156, Signs, shall be provided to direct the public to the shared parking spaces.

e. Justification

The alternative parking plan shall include justification of the feasibility of shared parking among the proposed uses. Such justification shall address, at a minimum, the size and type of the uses proposed to share off-street parking spaces, the composition of their tenants, the types and hours of their operations, the anticipated peak parking and traffic demands they generate, and the anticipated rate of turnover in parking space use.

f. Shared Parking Agreement

i. An approved shared parking arrangement shall be enforced through written agreement among all the owners or long-term lessees of lands containing the uses proposed to share off-street parking spaces. The agreement shall provide all parties the right to joint use of the shared parking area for at least 50 years, and shall ensure that as long as the off-site parking is needed to comply

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with this Code, land containing either the off-site parking area or the served use will not be transferred except in conjunction with the transfer of land containing the other. The agreement shall be submitted to the Development Services Director, who shall forward it to the City Attorney for review and approval before execution. An attested copy of an approved and executed agreement shall be recorded with the Broward County Records Division before issuance of a Zoning Compliance Permit or Zoning Use Certificate for any use to be served by the shared parking area.

The agreement shall be considered a restriction running with the land and shall bind the heirs, successors, and assigns of the landowner.

ii. Any termination of the agreement does not negate the parties' obligations to comply with parking requirements and thus shall constitute a violation of this Code. No use served by the shared parking may be continued if the shared parking becomes unavailable to the use unless substitute off-street parking spaces are provided in accordance with this section.

4. Off-Site Parking

An alternative parking plan may propose to meet a portion of the minimum number of off-street parking spaces required for a use with off-site parking—i.e., off-street parking spaces located on a lot separate from the lot containing the use—in accordance with the following standards.

a. Zoning Classification

The zoning district classification of the off-site parking area shall be one that allows the use served by off-site parking (and thus off-street parking accessory to such use) or that allows parking as a principal use.

b. Location

i. Off-site parking spaces shall be located within 500 feet walking distance of the primary pedestrian entrances to the uses served by the parking.

ii. Off-site parking spaces shall not be separated from the use they serve by a principal arterial street or minor arterial street unless safe pedestrian access across the street is provided by a grade-separated pedestrian walkway or appropriate traffic controls (e.g., signalized crosswalk).

c. Pedestrian Access

Adequate and safe pedestrian access must be provided between the off-site parking areas and the primary pedestrian entrances to the use served by the parking.

d. Off-Site Parking Agreement

i. If land containing the off-site parking area is not under the same ownership as land containing the principal use served, the off-site parking arrangement shall be established in a written agreement between the owners of land containing the off-site parking area and land containing the served use. The agreement shall provide the owner of the served use the right to use the off-site parking area for at least 50 years. The agreement shall be submitted to the Development Services Director, who shall forward it to the City Attorney for review and approval before execution. An attested copy of an approved and executed agreement shall be recorded with the Broward County Records Division before issuance of a Zoning Compliance Permit for any use to be served by the off-site parking area. The agreement shall be considered a restriction running with the land and shall bind the heirs, successors, and assigns of the landowner.

ii. Any termination of the agreement does not negate the landowner's obligation to comply with parking requirements and thus shall constitute a violation of this Code. No use served by the off-site parking may be continued if the off-site parking becomes unavailable unless substitute off-street parking spaces are provided in accordance with this section.

5. Deferred Parking

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An alternative parking plan may propose to defer construction of up to 20 percent of the number of off-street parking spaces required by Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces, in accordance with the following standards:

a. Justification

The alternative parking plan shall include a study demonstrating that because of the location, nature, or mix of uses, there is a reasonable probability the number of parking spaces actually needed to serve the development is less than the minimum required by Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces.

b. Reserve Parking Plan

The alternative parking plan shall include a reserve parking plan identifying: (a) the amount of off-street parking being deferred, and (b) the location of the area to be reserved for future parking, if future parking is needed.

c. Parking Demand Study

i. The alternative parking plan shall provide assurance that within 18 months after the initial Certificate of Occupancy is issued for the proposed development, an off-street parking demand study evaluating the adequacy of the existing parking spaces in meeting the off-street parking demand generated by the development will be submitted to the Development Services Director.

ii. If the Development Services Director determines that the study indicates the existing parking is adequate, then construction of the remaining number of parking spaces shall not be required. If the Development Services Director determines that the study indicates additional parking is needed, such parking shall be provided consistent with the reserve parking plan and the standards of this section.

d. Limitations on Reserve Areas

Areas reserved for future parking shall be brought to the finished grade and shall not be used for buildings, storage, loading, or other purposes. Such area may be used for temporary overflow parking, provided such use is sufficiently infrequent to ensure maintenance of its ground cover in a healthy condition.

e. Landscaping of Reserve Areas Required

Areas reserved for future off-street parking shall be landscaped with an appropriate ground cover, and if ultimately developed for off-street parking, shall be landscaped in accordance with Section 155.5203.C, Minimum Development Site Landscaping.

6. Valet and Tandem Parking

An alternative parking plan may propose to use valet and tandem parking to meet a portion of the minimum number of off-street parking spaces required for a development with commercial uses in accordance with the following standards:

a. Number of Valet or Tandem Spaces

i. The development served by the valet or tandem parking shall provide a total of 75 or more off-street parking spaces.

ii. No more than 30 percent of the total number of parking spaces provided shall be designated for valet or tandem spaces except for hotels, where up to 100 percent of parking spaces may be designated for valet parking.

b. Drop-Off and Pick-Up Areas

The development shall provide a designated drop-off and pick-up area. The drop-off and pick-up area may be located adjacent to the building served, but may not be located in a fire lane or

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where its use would impede vehicular and/or pedestrian circulation or cause queuing in a public street or internal drive aisle serving the development.

c. Valet Parking Agreement

Valet parking may be established and managed only in accordance with a valet agreement. The agreement shall include provisions ensuring that a valet parking attendant will be on duty during hours of operation of the uses served by the valet parking. The agreement shall be submitted to the Development Services Director, who shall forward it to the City Attorney for review and approval before execution. An attested copy of an approved and executed agreement shall be recorded with the Broward County Records Division before issuance of a Zoning Compliance Permit or Zoning Use Certificate for any use to be served by the valet parking. The agreement shall be considered a restriction running with the land and shall bind the heirs, successors, and assigns of the landowner.

7. Payment of Fee to Master Parking Program in Lieu of Providing Required Parking – Not Applicable

K. Reduced Parking Requirements for Parking Demand Reduction Strategies

The minimum number of parking spaces required in Section 155.5102.D.1, Minimum Number of Off-Street Parking Spaces, may be reduced through implementation of one or more of the following strategies for reducing parking demand.

1. Transit Accessibility

The Development Services Director may authorize up to a 15 percent reduction in the minimum number of off-street parking spaces required by Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces, for uses located within 1,000 feet of a bus or rapid transit stop.

2. Transportation Demand Management

The Development Services Director may, through approval of a Transportation Demand Management (TDM) plan, authorize up to a 15 percent reduction in the minimum number of off-street parking spaces required by Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces, for nonresidential or mixed-use developments having a floor area of at least 25,000 square feet, in accordance with the standards below.

a. TDM Plan Requirements

The TDM plan shall include facts and/or projections (e.g., type of development, proximity to transit and/or other multi-modal systems, anticipated number of employees and/or patrons, minimum parking requirements) and indicate the types of transportation demand management activities that will be instituted to reduce single-occupant vehicle use and reduce traffic congestion.

b. Transportation Demand Management Activities

The TDM plan shall provide at least three of the following transportation demand management activities:

i. Establishment of a development-specific website that provides multi-modal transportation information such as real-time travel/traffic information, bus schedules and maps, and logging of alternative commutes (e.g., bicycle, pedestrian, carpool, and vanpool).

ii. Written disclosure of transportation information and educational materials to all employees.

iii. Formation of transportation demand reduction programs such as carpooling, vanpooling, ridesharing, guaranteed ride home, teleworking, and shuttle service programs.

iv. Creation of a Preferential Parking Management Plan that specifically marks spaces for registered carpool and/or vanpool vehicles that are located near building entrances or in other preferential locations.

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v. Institution of off-peak work schedules that allow employees to arrive and depart at times other than the peak morning commute period (defined as 7:00 a.m. to 9:00 a.m.) and peak evening commute period (defined as 5:00 p.m. to 7:00 p.m.).

vi. Establishment of an office, staffed by a transportation coordinator, that makes transportation and ride-sharing information available to employees, residents, and nonresidents.

vii. Any other transportation demand management activity as may be approved by the Development Services Director as a means of complying with the parking reduction provisions of this subsection.

c. TDM Program Coordinator

i. The applicant shall appoint a TDM program coordinator to oversee transportation demand management activities.

ii. The TDM program coordinator shall be a licensed engineer or a traffic consultant that is also qualified or trained TDM professional.

iii. The TDM program coordinator shall be appointed prior to issuance of a Building Permit or Certificate of Occupancy for the buildings to be served by the transportation demand management program.

d. TDM Annual Report

i. The TDM program coordinator shall submit to the Development Services Director an annual report that details implementation of the approved TDM plan. The report may include, but is not limited to, the following:

(A) A description of transportation demand management activities undertaken;

(B) An analysis of parking demand reductions based on employee and/or resident use of ridership programs or alternative transportation options;

(C) Changes to the TDM plan to increase transit ridership and other commuting alternatives; and

(D) The results of an employee transportation survey.

ii. A copy of the approved TDM plan shall be recorded with the Broward County Records Division before issuance of a Zoning Compliance Permit for the development to be served by the plan. The TDM plan shall be recorded against the property, and the applicant and/or successors of interest in the property shall be responsible for implementing the plan in perpetuity.

e. Amendments

The Development Service Director may approve amendments to an approved TDM plan following the same process required for the initial approval.

f. Parking Required if TDM Terminated

If the applicant and/or successors in interest in the property covered by the TDM plan stop implementing the plan or fail to submit a TDM annual report to the Development Services Director in a timely fashion, the TDM plan shall be considered terminated. Any such termination of the TDM plan does not negate the parties' obligations to comply with parking requirements and thus shall constitute a violation of this Code. No use served by the TDM plan may be continued unless another TDM plan is approved or all required off-street parking spaces are provided in full in accordance with this section.

3. Special Facilities for Bicycle Commuters

The Development Services Director may authorize up to a five percent reduction in the minimum number of off-street parking spaces required by Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces, for developments that provides both of the following:

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- a. Enclosed (indoor or locker) and secure bicycle parking spaces equal to at least five percent of the number of vehicle parking spaces provided; and
- b. Shower and dressing areas for employees.

4. Other Eligible Alternatives

The Development Services Director may authorize up to a ten percent reduction in the minimum number of off-street parking spaces required by Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces, in exchange for any other strategy that an applicant demonstrates will effectively reduce parking demand on the site of the subject development, provided the applicant also demonstrates that the proposed development plan will do at least as good a job in protecting surrounding neighborhoods, maintaining traffic-circulation patterns, and promoting quality urban design as would strict compliance with the otherwise applicable off-street parking standards.

L. Bicycle Parking Facilities

1. Bicycle Racks or Lockers Required

All parking areas containing more than ten parking spaces shall provide bicycle racks or lockers sufficient to accommodate the parking of at least four bicycles for each ten parking spaces, or major fraction thereof, above ten spaces—provided that no more than 20 bicycle parking spaces shall be required in any one parking area.

2. Bike Rack/Locker Location

Required bike racks/lockers shall be installed on a paved surface and located in visible, well-lit areas conveniently accessible to the primary entrances of a development principal building(s). They shall be located where they do not interfere with pedestrian traffic and are protected from conflicts with vehicular traffic.

M. Loading Area Standards

1. Minimum Number of Off-Street Loading Berths

Any new development involving the routine vehicular delivery or shipping of goods, supplies, or equipment to or from the development shall provide a sufficient number of off-street loading berths to accommodate the delivery and shipping operations of the development's uses in a safe and convenient manner. Table 155.5102.M.1, Minimum Number of Off-Street Loading Berths, sets forth the minimum number of loading berths that presumptively satisfies the loading area needs of the listed principal uses. For proposed uses not listed in Table 155.5102.M.1, the requirement for a use most similar to the proposed use shall apply. The Development Services Director may require more loading berths or fewer loading berths on determining that the characteristics of the particular development warrant such addition or reduction and the general standard is met.

TABLE 155.5102.M.1: MINIMUM NUMBER OF OFF-STREET LOADING BERTHS

TABLE 155.5102.M.1: MINIMUM NUMBER OF OFF-STREET LOADING BERTHS			
Principal Classification/Category ¹	Use	Gross Floor Area (GFA)	Minimum Number of Loading Berths
Institutional and Commercial Uses			
Institutional and commercial uses other than office buildings		At least 20,000 sq ft but less than 50,000 sq ft	1

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	At least 50,000 sq ft but less than 75,000 sq ft	2
	At least 75,000 sq ft but less than 120,000 sq ft	3
	At least 120,000 sq ft but less than 200,000 sq ft	4
	At least 200,000 sq ft	4 + 1 per 90,000 sq ft GFA above 200,000 sq ft GFA or major fraction thereof
<p>NOTES: 1. See Part 2 (Principal Uses) of Article 4: Use Standards.</p>		

2. Dimensional Standards for Loading Areas

a. Each loading berth shall be of sufficient size to accommodate the types of vehicles likely to use the loading area. The minimum loading berth size that presumptively satisfies loading berth needs is at least 12 feet wide and 55 feet long. The Development Services Director may require a larger loading berth or allow a smaller loading berth on determining that the characteristics of the particular development warrant such increase or reduction and the general standard is met.

b. Each loading berth shall have at least 14 feet of overhead clearance.

3. Location of Loading Areas

a. Where possible, loading areas shall be located to the rear of the use they serve.

b. The loading area shall be located adjacent to the building's loading doors, in an area that promotes its practical use.

c. The loading area shall be located and designed so vehicles using them can maneuver safely and conveniently to it from a public street and complete loading without obstructing or interfering with any public right-of-way or any parking space or parking lot aisle.

PART 2 LANDSCAPING AND TREE PRESERVATION

155.5201. PURPOSE

It is the purpose of this Part to establish minimum standards for the development, installation, and maintenance of landscaping and tree preservation that protects and enhances property values, the environment, and aesthetic qualities in the city, and otherwise promotes the public health, safety and general welfare. The standards are specifically intended to ensure and promote the planting, maintenance, restoration, and survival of trees, shrubs, groundcover, and other landscaping that will:

A. Mitigate against erosion and sedimentation by stabilizing the soils through root systems that hold and consolidate soil and other loose earthen materials;

B. Reduce stormwater runoff and associated costs by intercepting, dispersing, and absorbing rainfall and slowing down surface flow;

C. Reduce water pollution by filtering pollutants from stormwater runoff;

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- D. Conserve water supplies by allowing more rainfall to stay in the water table and minimizing water use for landscaping maintenance;
- E. Moderate urban heat island effects by shading buildings and paved surfaces and lowering ambient temperatures through transpiration;
- F. Improve air quality by removing carbon dioxide and pollutant gases from the air and producing oxygen that helps dilute air pollutant concentrations;
- G. Restore soils and land denuded as a result of construction or grading;
- H. Maintain the continued vitality of natural habitats for the propagation and protection of wildlife, birds, game, and fish and other aquatic life;
- I. Buffer excessive or undesirable noise from street traffic or adjacent land uses and activities by absorbing and deflecting sounds;
- J. Limit glare created by exterior lighting;
- K. Screen undesirable views;
- L. Provide a sense of privacy from neighbors and the street;
- M. Provide human scale to urban environments by breaking up the visual impact of structures and parking lots;
- N. Help differentiate streets and other areas of the public realm from private lands;
- O. Create civic identity and special places that differentiate the city from other urban environments;
- P. Stimulate economic development by increasing the city's attractiveness and quality of life to shoppers and employers;
- Q. Safeguard and enhance property values and protect public and private investments;
- R. Protect city residents and visitors from personal injury and property damage, and avoid interruption of electrical and other utility services; and
- S. Support the core components of crime prevention through environmental design (CPTED)—natural surveillance, natural access control, and territoriality.

155.5202. BEST MANAGEMENT PRACTICES; ADMINISTRATIVE MANUAL

References in this Part 2 (Landscaping and Tree Preservation) to landscaping BMPs (best management practices) shall be deemed references to those principles, methods, processes, practices, techniques, specifications, and measures that are generally accepted among landscaping and tree preservation professionals as being the most effective in achieving the purposes and intents of the requirements and standards in this Code. Such BMPs are included in the Administrative Manual or in documents and materials specifically cited in the Administrative Manual. Where so referenced, landscaping BMPs are intended to provide more detailed or specific guidance that supplements the requirements and standards in this Part. If a landscaping BMP included or referenced in the Administrative Manual conflicts with a standard in this Part, the standard in this Part shall govern.

155.5203. LANDSCAPING

A. Applicability

1. New Development

Except where expressly provided otherwise in this Code, the requirements in this section shall apply to all new development in the city.

2. Existing Development – Not Applicable

3. Demolition Sites

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a. If all or any existing structures on a lot are being totally demolished drought-resistant sod or drought-resistant ground cover shall be installed on the entire demolition and/or disturbed areas before close-out of the demolition Building Permit and thereafter maintained. All asphalt, rock, and other non-natural materials shall be removed and refilled to the undisturbed lot level with clean soil before any planting or installation of the required drought-resistant sod or ground cover. Such vegetative restoration of a demolition site shall be subject to the standards of this section if conditions stated above are met; or

b. If any or all existing structures on a lot are being demolished in preparation for new development in accordance with a valid Development Order and Building Permit, and the construction of a principal structure will commence within 30 days after the demolition has been completed, the owner of the lot shall restore the lot to its pre-demolition elevation, brush-cut the lot, and keep the lot free of debris, trash, and invasive plant materials until start of the permitted construction. A nonliving material adequate to avoid the shifting, blowing, or other dissemination of dust, soil, gravel, or fill may be used until start of the permitted construction. A perimeter berm no more than four feet high and planted with ground cover in accordance with Section 155.5203.B.2.e, Groundcover, may be installed and used during the construction period; and

c. If demolition activity is proposed to occur in the drip-line of an existing tree, a Tree Permit is required in accordance with Section 155.5204.B.1.b before start of the demolition activity.

4. Conflict with CPTED Guidelines

The Development Services Director may waive all or part of the standards in this section, 155.5203, if it is demonstrated that the implementation of the standard result in a conflict with the city's adopted CPTED guidelines.

5. Landscape Plan Required

Uses subject to the standards in this section shall include a landscape plan as a part of any application for a Special Exception (Section 155.2406), Site Plan Approval (Section 155.2407), or Zoning Compliance Permit (Section 155.2413), as appropriate. Landscape plans shall be prepared by a Landscape Architect registered in Florida and shall show replacements trees for any trees missing from previously approved landscape plans.

B. General Requirements for Landscaping

1. Plant Material

a. General

i. All required plant materials shall be Florida Grade # 1 or better, in accordance with *Grades and Standards for Nursery Plants* (Florida Division of Plant Industry).

ii. All plant materials shall, to the greatest extent possible:

(A) Be based on the plant's adaptability to the landscape area, desired effect, color, texture, and ultimate plant size;

(B) Be frost and drought tolerant, and grouped in accordance with their respective water and maintenance needs;

(C) Be appropriate for the ecological setting in which the materials are to be planted, including the shielding of buildings from the sun (where possible) and from radiating surfaces such as parking areas, and as a screen for noise abatement;

(D) Be commercially available;

(E) Not have invasive growth habits, as identified in *List of Invasive Plant Species* (Florida Exotic Pest Plant Council); and

(F) Comply with crime prevention through environmental design (CPTED) principles.

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b. Native Vegetation and Diversity

- i. All landscaped areas shall include placement of native vegetation in substantial conformity with the principles outlined in *The Florida-Friendly Landscaping Guide to Plant Selection & Landscape Design* (University of Florida) and the Administrative Manual.
- ii. Where 20 or more trees are required on a site, at least 50 percent of the required trees shall be native species, no more than 20 percent of the required trees shall be palm trees, and the required trees shall consist of at least four different species.
- iii. Plant species identified as invasive species in *List of Invasive Plant Species* (Florida Exotic Pest Plant Council) are prohibited.

2. Installation

a. General

i. All required landscaping and landscape areas shall be installed in a sound, workmanlike manner and in accordance with landscaping BMPs, Florida-friendly landscaping principles, and the standards in this section.

ii. Special Landscaping regulations for all properties abutting the east right-of-way line of Harbour Drive (NE 26th Avenue) – Not Applicable

b. Planting Soil

- i. Planting soil shall be clean and reasonably free of construction debris, weeds, rocks, noxious pests, and diseases.
- ii. Planting soil for all planting areas shall be amended with horticulturally acceptable organic material.

c. Turf Grass

- i. Turf grass shall be drought tolerant, as described in the Administrative Manual.
- ii. Turf grass shall not be treated as fill-in material, but consolidated and placed so it can be irrigated separately from other types of landscape plants.
- iii. Use of turf grass shall be limited to use as a design unifier and in areas that receive pedestrian traffic, provide for practical or recreational use, or provide soil erosion control (e.g., on slopes or in swales).
- iv. The Development Services Director may authorize large grassed areas not subject to soil erosion, such as playfields, to be grassed by other methods.

d. Groundcover

At the time of planting, groundcover shall cover at least 50 percent of the intended groundcover area. Groundcover shall cover 100 percent of the intended groundcover area within one year after installation.

e. Vines

At the time of planting, vines shall have at least four runners, each of which is at least two feet long.

f. Shrubs and Hedges

At the time of planting, shrubs shall be upright in nature, be at least three feet in height above ground level, and have a spread of at least 24 inches. Shrubs designed to form a continuous hedge shall be spaced a maximum average of 24 inches on center.

g. Trees

i. General

(A) Planting activities, including site preparation, shall not unnecessarily damage any other trees to remain on the property.

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(B) Trees shall be planted into an area with adequate space for development of their root system and canopy. A minimum area for planting a tree shall be 120 square feet, with a minimum dimension of eight feet.

(C) Trees shall be planted at least 15 feet from any light fixture mounted on a pole.

(D) Before, during, and following planting, the root ball and trunk of the tree shall be protected and the root ball shall be kept moist.

(E) All newly planted trees shall be properly guyed and staked at the time of planting to ensure establishment and erect growth, in accordance with the specifications as set forth in the Administrative Manual. Trees shall be restaked in the event of blow-overs or other failure of the staking and guying. A tree shall remain braced for at least one year after its planting.

(F) A newly planted tree shall be fertilized as appropriate and shall be watered sufficiently until tree growth is established. Written proof of temporary irrigation may be required as a condition of approval of a Tree Permit.

ii. Height

(A) Canopy Trees

(1) At the time of planting, canopy trees shall be at least eighteen feet in height above ground level.

~~(2) At least 50 percent of required canopy trees shall be 14 feet high if the principal structure on the lot is between 15 and 25 feet high, and 16 feet high if the principal structure on the lot is more than 25 feet high.~~

(B) Ornamental Trees

At the time of planting, ornamental trees shall be at least twelve feet in height above ground level.

(C) Understory Trees

At the time of planting, understory trees shall be at least fifteen feet in height above ground level.

(D) Palm Trees

(1) At the time of planting, palm trees shall be at least twenty-two feet in height above ground level.

~~(2) At least 50 percent of required palm trees shall be 18 feet high if the principal structure on the lot is between 15 and 25 feet high, and 22 feet if the principal structure on the lot is more than 25 feet high.~~

(3) No more than 50 percent of the total number of required trees shall be palm trees.

h. Berms

All berms shall comply with the following standards:

i. Berms shall have a slope not exceeding a ratio of three horizontal feet to one vertical foot and a top width at least one-half the berm height.

ii. Berms proposed to be placed along street rights-of-way shall be designed and constructed to provide adequate sight distances at intersections and shall not impair safe operation of vehicles.

iii. In no case shall berms be located or designed so they damage the roots or trunks of existing healthy vegetation designated to be preserved.

i. Stabilization

i. All required landscape planting areas and berms shall be stabilized and maintained with turf, ground cover, specified mulch at minimum two inch depth, or other approved materials to prevent soil erosion and allow rainwater infiltration.

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ii. Mulch shall be maintained at a minimum thickness of two inches around shrubs and trees.

j. Protection from Vehicular Damage

Required landscaping areas shall be protected from vehicular damage by the installation of curbing, wheel stops, or other method approved by the Development Services Director.

k. Dry Retention Areas

All dry retention areas shall be landscaped with turf grass or groundcover in accordance with subsections d and e above.

3. Existing Vegetation

a. Existing trees and understory vegetation located within any unique natural area identified in the Pompano Beach Comprehensive Plan shall be preserved, and may be used toward meeting the requirements of this section to the extent they meet the minimum standards of this section.

b. Existing healthy and well-formed trees and understory vegetation shall be preserved and may be used toward meeting the requirements of this section to the extent they meet the minimum standards of this section.

4. Time for Installation of Required Landscaping

a. Time Limit

All required landscaping (including groundcover) shall be installed in accordance with the required planting standards set forth in this section prior to issuance of a Certificate of Occupancy unless the Development Services Director grants an extension to this time limit in accordance with Section 6.3.I.1.b, Extensions.

b. Extensions

i. The Development Services Director may, for good cause shown, grant extensions to the above time limit, allowing a developer/owner to delay the installation of required landscaping. Circumstances that may warrant an extension include, but are not limited to, completion of utility work occurring in a proposed landscaped area that is incomplete or delayed.

ii. Any extension of the time limit shall be conditioned on the required landscaping being installed as soon as practicable after the delay-warranting circumstances cease to exist and the provision of a performance guarantee ensuring installation of the required landscaping within one year in accordance with Section 155.5901.C, Performance Guarantees.

5. Irrigation System Required

a. Wherever landscaping is required by this Code, it shall be kept in a healthy growing condition through appropriate irrigation by an automatic underground irrigation system installed in accordance with requirements of the Building Code.

b. The irrigation system shall include a rain-sensing cutoff device that shall be located and installed so that building eaves, balconies, and similar overhangs do not interfere with effective operation of the device.

c. The irrigation system shall be properly maintained in good working order and provide a minimum coverage of 100 percent with 50 percent overlap.

d. Water used for irrigation shall be rust-free except where deemed unnecessary by the Development Services Director.

e. Water used for irrigation shall be reuse water wherever practicable.

6. Maintenance of Landscaping

a. All required landscaping and landscape areas shall be maintained in accordance with landscaping BMPs and the following standards.

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i. All required landscaping shall be maintained in accordance with the approved landscape plan, including approved specifications for plant size, number, location, and type of landscaping material.

ii. All plant life shown on an approved landscape plan shall be replaced if it dies, is seriously damaged, or removed.

iii. All required landscaping shall be kept reasonably free of visible signs of insects infestation or disease.

iv. Required landscaping shall present a healthy and orderly appearance free from refuse and debris.

v. Required landscaping shall be weeded, as well as mown, trimmed, or pruned in a manner and at a frequency appropriate to the use made of the plant material and species and so as not to detract from the appearance of the general area.

vi. All required trees shall be maintained in their characteristic natural shape and shall not be severely pruned, sheared, topped, or shaped as shrubs. Trees that have been severely pruned, sheared, topped, or shaped as shrubs no longer serve the intended buffering or screening function and shall be considered tree abuse, subject to Section 155.5204.G, Tree Abuse.

vii. Actions shall be taken to protect trees and landscaping from unnecessary damage during all facility and site maintenance operations.

viii. Plants shall be maintained in a way that does not obstruct sight visibility above a height of three feet within the triangular land area formed by the intersection of a rear lot line abutting a canal or waterway with an interior side lot line not abutting a canal or waterway—with two sides of the triangle running along the rear and interior lot lines and being equal in length to the rear yard depth, and the third side being a line connecting the ends of the other two sides.

ix. All landscaping shall be maintained to minimize property damage and public safety hazards, including the removal of dead or decaying plant material, and removal of low hanging branches next to bikeways and walkways.

x. All prohibited plant species shall be eradicated from the site and re-establishment of prohibited species shall not be permitted.

b. Any vegetation or physical element installed or functioning to meet the minimum landscaping requirements of this section shall be subject to inspection by the Development Services Director within one year after installation to ensure compliance with the standards of this section. If any such required vegetation dies or is severely damaged, it shall be promptly replaced with vegetation or elements meeting the requirements of this section. In determining the extent of replacement required, the Development Services Director shall consider the type and location of the required landscape area as well as the propensity for natural re-vegetation.

c. Removal or relocation of any tree shall be subject to the Tree Permit procedure in Section 155.2411, Tree Permit, and tree preservation standards in Section 155.5204, Tree Preservation.

d. All initial, relocated, and replacement plantings shall be subject to a maintenance guarantee that ensures their proper maintenance for at least one year, in accordance with Section 155.5902.B, Maintenance Guarantees.

C. Minimum Development Site Landscaping

New developments shall provide plantings within pervious areas of the development site in accordance with the standards in Table 155.5203.C below for the base zoning district in which the development is located and the size of the lot contain the development.

TABLE 155.5203.C: MINIMUM DEVELOPMENT SITE LANDSCAPING

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PD-1
<u>3 trees and 10 shrubs</u> per 3,000 sq ft of lot area or major fraction thereof

D. Vehicular Use Area Landscaping

1. Applicability

a. General

Except as otherwise provided by the provisions of this subsection, all vehicular use areas in all zoning districts shall include landscaping around and within the vehicular use area as a means of mitigating the parking area's microclimate and visual impacts.

b. Exemptions

The standards in this subsection shall not apply to single-family dwellings.

c. Conflict with CPTED Guidelines

The Development Services Director may waive all or part of the standards in this subsection 155.5203.D., if it is demonstrated that the implementation of the standards result in a conflict with the city's adopted CPTED guidelines.

2. General

a. Required landscaped planting areas and canopy trees shall be distributed and sited within and around the vehicular use area so as to maximize heat abatement.

b. Non-landscaping features such as walkways, light or utility poles, fire hydrants, and stormwater management facilities may be located in required landscaped areas only to the maximum extent necessary to comply with other provisions of this Code and provided the minimum landscaping width and planting standards for vehicular use areas are met.

3. Perimeter Landscaping Strips

Perimeter landscaping strips shall be provided and maintained around the perimeter of a vehicular use area to screen view of it from any abutting public right-of-way, private roadway, alley, property, or waterway in accordance with the following standards, except where such screening is provided by an intervening on-site building or other structure and on land crossed by an authorized vehicular, bicycle, or pedestrian accessway or easement for an underground utility line.

a. Location and Configuration

i. Except as provided in ii below, perimeter landscaping strips shall be located on the same property as the vehicular use area and placed to assure visibility and safety of bicyclists and pedestrians within the vehicular use area and on adjacent accessways.

ii. Where abutting properties are subject to the same perimeter landscaping strip requirement along a common property line, a single perimeter landscaping strip meeting these standards may be provided along either or both sides of the common property line through joint written agreement by the owners of the abutting properties.

b. Composition

Perimeter landscaping strips shall be comprised of:

i. Canopy trees spaced a maximum average of 30 feet on center, except that:

(A) Canopy trees may be spaced a maximum average of 40 feet on center within perimeter landscaping strips screening a vehicular use area from an abutting property or waterway;

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(B) Where more than ten canopy trees are required, large palm trees may be substituted for 50 percent of required canopy trees, and shall be spaced a maximum average of 20 feet on center where used along an entire side of the vehicular use area ; and

(C) Understory trees spaced a maximum average of 20 feet on center may be substituted for canopy trees in areas beneath overhead utility lines; and

ii. Shrubs planted to form a continuous, opaque hedge along the perimeter of the vehicular use area, provided that:

(A) To allow security surveillance of parking areas, the shrubs shall be maintained at a maximum height of three feet above the elevation of the adjacent vehicular use area ; and

(B) A solid masonry wall up to three feet high may be substituted for all or part of the required shrub hedge provided that shrubs or vines spaced a maximum average of five feet on center shall be planted between the wall and any adjacent vehicular use area ; and

iii. Ground cover or grass planted in all areas not occupied by trees, shrubs, or walls.

c. Width

The minimum width of the perimeter landscaping strip shall be:

i. Twenty feet in industrial developments abutting a major arterial, minor arterial, or collector street;

ii. Ten feet in all other developments on lots greater than 100 feet wide; and

iii. Five feet in all other developments on lots no more than 100 feet wide.

d. Credit towards Perimeter Buffers

Perimeter landscaping strips associated with a vehicular use area may be credited towards compliance with perimeter buffer standards. (See Section 155.5203.F, Perimeter Buffers.)

4. Interior Landscaping Standards

a. Applicability

i. General

Except as otherwise provided in subsection ii below, landscaped planting areas making up at least 15 percent of the total area of a vehicular use area shall be provided and maintained within the interior of a vehicular use area in accordance with the following standards.

ii. Exceptions

(A) Where a vehicular use area is used for the storage of motor vehicles, boats, trailers, recreational vehicles, or heavy equipment, landscaped planting areas shall be provided and maintained within at least 15 percent of the interior of the vehicle storage area, and such planting areas shall be distributed within the vehicle storage area so as to avoid the appearance of an unbroken expanse of paved area.

(B) These standards shall not apply to parking decks or garages or to vehicle display areas.

(C) For all other uses, other suitable solutions or innovative designs to reduce heat-glare may be substituted when approved by the Development Services Director, provided landscaped planting areas shall be provided and maintained within at least 15 percent of the interior of the vehicular use area, and such planting areas shall be distributed within the vehicular use area so as to avoid the appearance of an unbroken expanse of paved area.

b. Landscaped Islands in Parking Bays

i. A landscaped island shall be provided at each end of every row of parking spaces. Where a row of parking spaces contains ten or more parking spaces, additional landscaped islands shall be provided at a spacing no greater than one every ten parking spaces.

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ii. Each landscaped island shall be at least eight feet wide and at least as long as the adjacent parking spaces, with the long axis of the landscaped island running approximately parallel to that of the adjacent parking spaces.

iii. Each landscaped island shall contain at least one canopy tree. Understory trees may be substituted for canopy trees in areas beneath overhead utility lines. Trees shall be maintained to provide maximum canopy crown.

c. Landscaped Areas Between Parking Bays

A landscaped area at least eight feet wide shall be provided between abutting parallel parking bays. The landscaped area shall contain canopy trees spaced no more than 40 feet apart, a continuous hedge, and grass or groundcover throughout the remaining area.

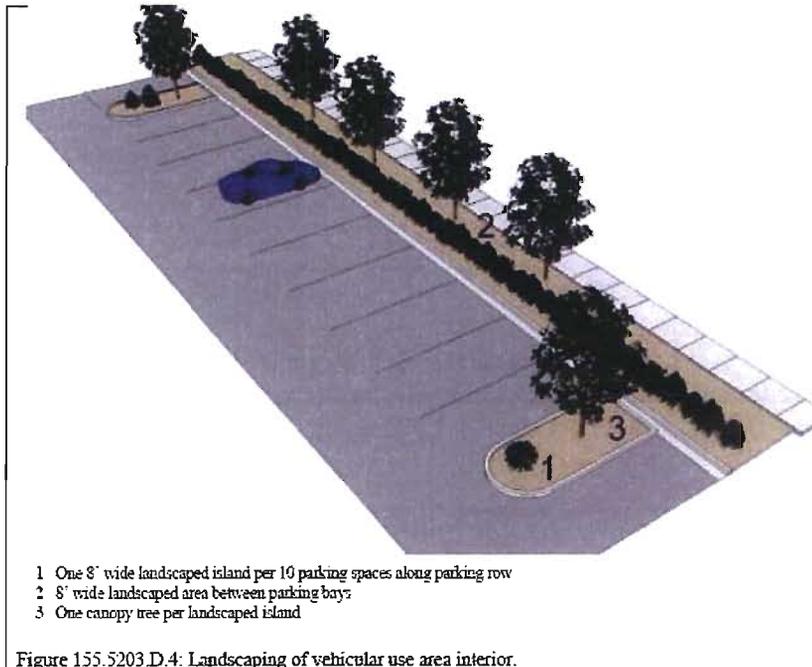


Figure 155.5203.D.4: Landscaping of vehicular use area interior.

Figure 155.5203.D.4: Landscaping of vehicular use area interior

d. Landscaped Driveway Medians – Not Applicable

5. Landscaping Between Vehicular Use Areas and Buildings

A landscaped area shall be provided between a vehicular use area and an abutting building in accordance with the following standards. No landscaped area is required along any parts of an abutting building facade containing building entrances, driveways into garages or carports, or loading docks.

a. The minimum width of the landscaped area shall be eight feet for each story in the abutting building facade, up to 24 feet.

b. The landscaped area shall include landscaping meeting the foundation planting standards in Section 155.5203.E.3.

E. Building Base Plantings

1. Purpose and Intent

Building base plantings are intended to soften the visual impact of building foundations and provide for the even dispersal of shrubs along the bases of building facades that face streets. They consist of shrubs planted around the base of a building to help soften its appearance.

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2. Building Base Planting Required

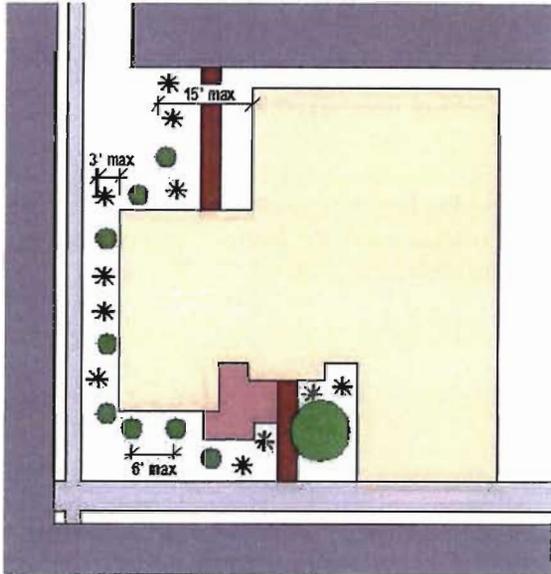


Figure 155.5203.E: Building base plantings.

Figure 155.5203.E: Building base plantings

Shrubs shall be planted along the base of any building facade facing a street. This requirement shall not apply to a building facade constructed along or within one foot of the street right-of-way boundary, or along any parts of a building facade containing building entrances, driveways into garages or carports, or loading docks.

3. Building Base Planting Standards

a. Required shrubs shall be planted within three feet of the base of the building. If a street sidewalk is located between the base of the building and the street, required shrubs may be planted up to 15 feet from the base of the building.

b. Required shrubs shall maintain a maximum average on-center spacing of six feet, and be evenly-distributed along the building facade.

F. Perimeter Buffers

1. Purpose and Intent

Perimeter buffers are intended to help mitigate potential negative effects of proposed developments on abutting property and abutting rights-of-way.

2. Applicability

a. Development required to obtain Major Site Plan or Minor Site Plan approval shall provide a perimeter buffer to separate it from abutting property zoned for a less intensive or inconsistent zoning district, including developed and vacant property, in accordance with Table 155.5203.F.3, Required Buffer Types and Standards.

b. Except as noted in subsection d below, when required by a Use-Specific standard in Article 4, development required to obtain Major Site Plan approval shall provide the specified perimeter buffer type along all property lines, regardless of the zoning district of the abutting property.

c. Except as noted in subsection d below, when required by a Use-Specific standard in Article 4, development required to obtain a Minor Site Plan approval shall provide to the maximum

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extent practicable the specified perimeter buffer type along all property lines, regardless of the zoning district of the abutting property.

d. Any new establishment of Outdoor Storage, including principal and accessory Outdoor Storage, and any additions to existing Outdoor Storage areas shall provide the specified perimeter buffer type along all property lines, regardless of the zoning district of the abutting property.

e. The Development Services Director may waive all or part of the standards in this subsection, 155.5203.F., if it is demonstrated that the implementation of the standards results in a conflict with the city's adopted CPTED guidelines.

3. Required Buffer Types and Standards

Table 155.5203.F.3, Required Buffer Types and Standards, describes each of three different types of perimeter buffers in terms of where it is required, function, and optional combinations of width and screening standards.

TABLE 155.5203.F.3: REQUIRED BUFFER TYPES AND STANDARDS

TABLE 155.5203.F.3: REQUIRED BUFFER TYPES AND STANDARDS		
Where Required ¹	Required Buffer Type by Function and Optional Screening Standards ^{2,3,4,5,6,7}	
Between a proposed institutional, commercial, or mixed-use development and land within a residential zoning district, or as required per a use-specific standard in Article 4.	Type B Buffer	
	This perimeter buffer functions as a semi-opaque screen from the ground to a height of at least six feet.	
	Option 1	Option 2
	At least 10 feet wide + A wall or semi-opaque fence at least 6 feet high + 1 tree per 30 linear feet + a continuous hedge at least 4 feet high on the exterior side of the wall or fence + 1 shrub per 10 linear feet on the interior side of the wall or fence	At least 20 feet wide + 1 canopy tree per 30 linear feet + 1 understory tree per 20 linear feet + 1 shrub per 5 linear feet
	NOTES: 1. Developments with multiple buildings shall provide perimeter buffers around the perimeter of the development site instead around individual buildings. 2. Deviations from perimeter buffer width and screening requirements may be authorized in accordance with Section 155.2421, Administrative Adjustment. 3. Where an adjacent use is designed for solar access, understory trees may be substituted for canopy trees as necessary to minimize interference with solar access.	

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4. Fences or walls within a perimeter buffer shall comply with the standards of Section 155.5302, Fences and Walls.
5. A wall shall be designed to not interfere with the rooting of required trees.
6. Walls and fences shall include a gate to allow the access necessary to maintain the required screening.
7. Planting ratios shall be deemed per the prescribed number of linear feet or major fraction thereof.

4. Location of Perimeter Buffers

Perimeters buffers required by this subsection shall be located along the outer perimeter of the lot of which it is required, just inside its boundary with the lot being buffered or inside any access or utility easement running along that boundary that precludes or restricts provision of required screening.

5. Development within Required Buffers

a. The required buffer shall not contain any development, impervious surfaces, or site features (except fences or walls) that do not function to meet the standards of this section or that require removal of existing vegetation, unless otherwise permitted in this Code.

b. Sidewalks, trails, and other elements associated with passive recreation may be placed in perimeter buffers if all required landscaping is provided and damage to existing vegetation is minimized to the maximum extent practicable.

c. Overhead and underground utility lines required or allowed by the city are permitted to cross perimeter buffers, but shall minimize the impact to vegetation to the maximum extent practicable. Where required landscaping material is damaged or removed due to utility activity within a required buffer, the landowner shall be responsible for replanting all damaged or removed vegetation necessary to ensure the buffer meets the standards in this Code.

G. Street Trees

1. Street Tree Plan

A Street Tree Plan is established to depict the species of trees that shall be planted along arterial and collector streets in the city. The Street Tree Plan shall be kept on file in the Development Services Department and is incorporated into and made part of the Administrative Manual by reference.

2. Street Trees Required of New Development

a. New development shall provide street trees along any street except an alley.

b. Required street trees shall be planted in a planting strip that is located between the roadway and the property line and is at least five feet wide. Where such a planting strip does not exist or is impractical to provide, street trees may be located in a vehicle use area's perimeter landscaping strip (See Section 155.5203.D.3, Perimeter Landscaping Strips.) where the perimeter landscaping strip adjoins the street right-of-way.

c. Street trees shall be provided at a ratio of one street tree per 40 feet of street frontage. Required street trees shall be spaced no closer than 15 feet apart and no farther than 60 feet apart.

d. Required street trees shall be understory trees to accommodate overhead utility lines.

e. The variety and species of required street trees shall be in accordance with the Street Tree Plan.

f. Installation and maintenance of required street trees shall be the responsibility of the adjoining property owner.

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155.5204. TREE PRESERVATION

A. Intent to Maintain Municipal Certification by Broward County

The standards in this section, when combined with the Tree Permit provisions in Section 155.2411 and enforcement provisions in Article 8: Enforcement, are intended to qualify for certification by Broward County as containing requirements and standards that are as stringent as those in Article XIV (Tree Preservation and Abuse Ordinance) of the Broward County Code of Ordinances, and thus allow delegation to the city of the county's authority to regulate tree preservation and tree abuse within Pompano Beach. The provisions in this section shall be interpreted in accordance with that purpose.

B. Applicability

1. General

a. Except where expressly provided otherwise in this Code, the requirements and standards in this section shall apply throughout the city.

b. Issuance of a Tree Permit in accordance with Section 155.2411, Tree Permit, is required before any removal, relocation, replacement, or substantial alteration of any tree, any land clearing in an area designated as a Natural Forest Community, or any land disturbing, construction, or demolition activity, storage of materials, or operation of heavy equipment in the vicinity of a tree, unless exempted from the requirements and standards in this Part in accordance with subsection 2 below.

2. Exceptions

a. The requirements and standards in this Part shall not apply to the following, which shall remain subject to the Broward County Tree Preservation and Abuse Ordinance:

i. Properties owned or controlled by Broward County, including but not limited to county facilities, road rights-of-way, and parks.

ii. Properties owned or controlled by the Broward County School Board.

iii. Any site designated by the Broward County Board of County Commissioners as a Local Area of Particular Concern, Urban Wilderness Inventory Area, Natural Resource Area, or Environmentally Sensitive Land.

iv. Any tree designated a historical tree by the Broward County Board of County Commissioners.

b. In accordance with the Broward County Tree Preservation and Abuse Ordinance, the requirements and standards of Section 155.5204.C, Tree Removal, including the requirement to obtain a Tree Permit, shall not apply to owner-occupied residential properties of one (1) acre or less developed for single-family and duplex usage, except the following:

i. Previously preserved, relocated or replaced trees that were preserved, relocated or replaced pursuant to a tree removal license; or

ii. Historical trees or Specimen trees.

c. During emergency conditions caused by a hurricane or other natural disaster, the Development Services Director may suspend application of the provisions of this section—provided, however, that Tree Permits authorizing tree removals occurring during the emergency conditions and the replacement of the trees shall be obtained within two years after the end of the emergency condition.

3. Doubling of Application Fee if Tree is Removed Before a Tree Permit is Obtained

If a tree is removed before a Tree Permit is obtained, the application fee for a Tree Permit authorizing the tree removal shall be doubled.

C. Tree Removal

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1. The Development Services Director shall approve a Tree Permit authorizing tree removal only on making one or more of the following findings:
 - a. That the tree removal is necessary to accommodate a proposed development, that the proposed development cannot be located on the site without tree removal, despite every reasonable effort having been made to incorporate the tree(s) proposed to be removed into the development and to minimize the number of trees removed.
 - b. That the tree proposed to be removed is dead, effectively destroyed, diseased, injured, or otherwise of poor quality and condition.
 - c. That the tree proposed to be removed is obstructing safe vehicular cross visibility.
 - d. That the tree proposed to be removed is too close to an existing structure so as to endanger the structure, or otherwise is creating ongoing safety problems for existing development.
 - e. That the tree is an invasive tree, as defined in Part 5 (Terms and Uses Defined) of Article 9: Definitions and Interpretation, provided the removal results in the complete removal of the invasive tree.
2. If trees proposed to be removed are located within a Natural Forest Community, as defined in Part 5 (Terms and Uses Defined) of Article 9: Definitions and Interpretation, the Development Services Director shall approve a Tree Permit authorizing tree removal only on making the following additional findings:
 - a. That any areas providing habitat to species listed in *Office Lists of Endangered and Potentially Endangered Fauna and Flora in Florida* (Florida Game and Freshwater Fish Commission) have been identified and will be preserved.
 - b. That areas of high on-site wildlife utilization have been identified and will be preserved.
 - c. That areas containing relatively undisturbed tree canopy, subcanopy, and groundcover have been identified and will be preserved.
3. Activities associated with authorized tree removal shall not cut down, destroy, remove, relocate, effectively destroy, or damage any other tree on the site unless a Tree Permit authorizing such action is first obtained.
4. No dead tree shall be allowed to remain on any developed property. Any dead tree on developed property shall be removed in accordance with a Tree Permit approved in accordance with Section 155.2411, Tree Permit.

D. Tree Relocation

1. Tree Relocation Required

- a. Any tree proposed and authorized for tree removal in accordance with Section 155.5204.C, Tree Removal, shall be relocated unless the tree is an invasive tree or it is demonstrated that relocation is not a viable alternative for the particular tree—in which case, the removed tree shall be replaced in accordance with Section 155.5204.E, Tree Replacement.
- b. A tree may be relocated to another property upon demonstration that the property on which the trees is located lacks available space for its relocation. If relocated to another property, written authorization from the owner of the other property is required.

2. Tree Relocation Standards

Tree relocation shall occur in accordance with landscaping BMPs, the standards in Section 155.5203.B, General Requirements for Landscaping, and the following standards:

- a. Relocated trees shall be transplanted to a location within the city.
- b. Tree relocation activities shall not unnecessarily damage any other tree to remain on the property.

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c. Any tree being relocated shall not be unnecessarily damaged during its removal, transport, or replanting.

d. Before transplanting, a relocated tree shall be root pruned and may be canopy pruned in accordance with sound arboricultural standards.

e. To the maximum extent consistent with other tree relocation standards, relocated trees shall be transplanted to locations where they are unlikely to create an obstruction to solar access to an existing or approved solar energy collection system.

3. Tree Relocation Maintenance and Monitoring Requirements

Any person conducting tree relocation activities shall:

a. Maintain the health of a relocated tree for a period of one year from the date of planting;

b. Replace, within 60 days, a relocated tree that dies or is determined by the Development Services Director, to be effectively destroyed within one year of being relocated. The one year maintenance period shall begin again whenever a tree is replaced. The replacement trees are to be determined from the dollar value given for each at time of permitting.

4. Tree Relocation Bond Requirement

a. Any person conducting tree relocation activities must post a bond to insure the survival of trees designated for relocation. This bond shall be in addition to any other bond that may be required by any other entities. Determination of the bond amount shall be based from the dollar value given for each at time of permitting.

b. Release of bonds will occur upon completion of construction activities and successful tree relocation, as set forth in this section, and with written approval by the Development Services Director.

c. If a tree is determined to be effectively destroyed within one year from the date of relocation, and no efforts have been made for preservation or replacements, the bond shall be drawn upon and funds will be deposited into the tree Canopy Trust Fund.

E. Tree Replacement

1. Tree Replacement Required

a. General

If the Development Services Director determines that a removed tree is an invasive tree or cannot be successfully relocated, the tree shall be replaced in accordance with the following standards.

b. Required Number of Replacement Trees

i. The minimum number of replacement trees required to compensate for removed trees that cannot be successfully relocated shall be the number of trees whose combined purchase price, as determined by the Development Services Director, equal the dollar value of the removed trees, as determined by an appraisal prepared by an ISA Certified Arborist in accordance with *Guide for Plant Appraisal* (Council of Tree and Landscape Appraisers), as amended, and submitted as part of the application for a Tree Permit.

ii. If trees are removed before obtaining authorization for removal through a Tree Permit Application, and the value of the removed trees(s) cannot be determined from any remnants, such value shall use aerial photography; on-site inspection; and/or review of a tree survey. The number of required replacement trees shall be based upon the size of canopy impacted and the type of replacement trees selected by the applicant and approved by Development Services Director. The canopy of the replacement trees at maturity shall at least equal the canopy removed. The following table shall be used to determine the number of required replacement trees:

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TABLE 155.5204.E.1.b.ii. DETERMINING REQUIRED NUMBER OF REPLACEMENT TREES (FOR TREES REMOVED BEFORE OBTAINING AUTHORIZATION THROUGH TREE PERMIT APPLICATION)

TABLE 155.5204.E.1.b.ii. DETERMINING REQUIRED NUMBER OF REPLACEMENT TREES (FOR TREES REMOVED BEFORE OBTAINING AUTHORIZATION THROUGH TREE PERMIT APPLICATION)	
Replacement Tree Type	Replacement Canopy Area Credit (In Square Feet)
Type 1 Tree	300
Type 2 Tree	100
Type 3 Tree	50
NOTES: Type 1: Minimum of twelve (12) feet in height , Florida Grade #1 canopy tree at time of planting Type 2: Minimum of ten (10) feet in height , Florida Grade #1 under story tree at time of planting; Type 3: Minimum of fourteen (14) feet in overall height , Florida Grade #1 palm tree at time of planting	

c. Timing of Planting Replacement Trees

i. Except as otherwise provided by subsection ii below or Section 155.5204.E.1.d, Payment In Lieu of Tree Replacement, the required number of replacement trees shall be planted within 60 days after issuance of the Tree Permit unless the trees are being removed and replaced in association with an authorized development, in which case required replacement trees shall be planted before issuance of a Certificate of Occupancy for the development, or for the approved development phase containing the replacement trees.

ii. The Development Services Director may, for good cause shown, grant extensions to the above time limit, allowing a developer/owner to delay the planting of required replacement trees. Circumstances that may warrant an extension include, but are not limited to, completion of utility work occurring in a proposed replacement tree planting area that is incomplete or delayed.

iii. Any extension of the time limit shall be conditioned on the required replacement trees being installed as soon as practicable after the delay-warranting circumstances cease to exist and the provision of a maintenance guarantee in accordance with Section 155.5204.H.2, Maintenance Guarantee.

d. Payment In Lieu of Tree Replacement

On determining that replacement of removed trees is not feasible due to the lack of available planting space, the Development Service Director may allow the applicant for a Tree Permit to meet all or part of the replacement tree requirement by paying into the Tree Canopy Trust Fund an amount of money equal to the appraised dollar value of the removed trees for which the payment is being made in lieu of actual tree replacement, as determined in accordance with Section 155.5204.E.1.b, Required Number of Replacement Trees.

2. Tree Replacement Standards

a. Tree replacement shall comply with landscaping BMPs, the standards in Section 155.5203.B, General Requirements for Landscaping.

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- b. Replacement trees shall be planted at a location within the city.
- c. To the maximum extent consistent with other tree replacement standards, relocated trees shall be planted at locations where they are unlikely to create an obstruction to solar access to an existing or approved solar energy collection system.

F. Tree Protection During Development or Demolition Activity

1. Responsibility

During any development or demolition activity, the property owner or developer shall be responsible for protecting existing trees to be preserved (as identified by a Tree Permit required for the land disturbing activities associated with the development or demolition activity) and installed trees.

2. Protective Fencing, Marking, and Signage

a. Protective Fencing

i. Within or near land areas proposed to be disturbed as part of development or demolition activities, trees to be preserved shall be fenced with a sturdy and visible fence that is erected no closer than one linear foot outside of the tree's drip line. The Development Services Director shall consider existing site conditions in determining the exact location of tree protection fencing.

ii. All required protective fencing in areas proposed for land disturbance shall be at least four feet high and of durable construction (i.e., chain link or wooden post with 2x4 wire mesh). Posts shall be located no more than ten feet on-center. Chain link or wire fencing utilized as tree protection fencing shall not be required to be vinyl coated.

(See Figure 155.5204.F.2: Tree protection fencing and signage.)

b. Protective Marking

In areas that are remote from areas proposed for land disturbance, trees to be preserved may be fenced in accordance with subsection a above, or the same tree protection area may be marked with highly visible (bright orange), continuous, and durable construction fencing.

c. Duration of Protective Fencing, Marking, or Signage

Required protective fencing, marking, and signage shall be erected before any grading or other development or demolition activity begins and shall be maintained throughout the period of development or demolition activity, until after final landscaping inspection.

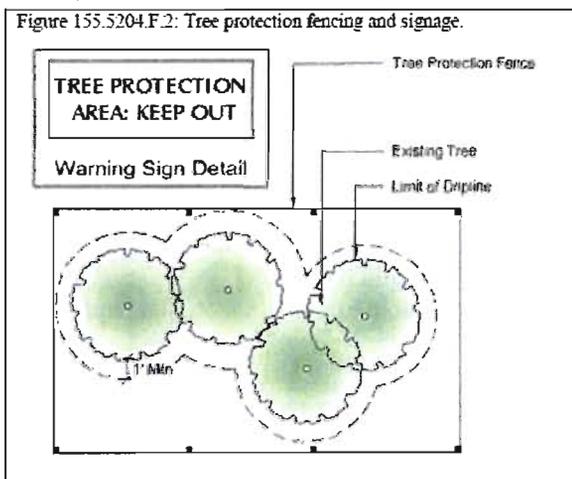


Figure 155.5204.F.2: Tree protection fencing and signage

d. Warning Signage

EXHIBIT F

Warning signs shall be installed along any required tree protection fencing at points no more than 150 feet apart. The signs shall be clearly visible from all sides of the outside of the fenced-in area. The size of each sign must be a minimum of two feet by two feet and shall contain the following language: "TREE PROTECTION AREA: KEEP OUT."

3. Tree Protection Area Limitations and Requirements

Areas located within required tree protection fencing or marking are considered as tree protection areas. Encroachments into tree protection areas may occur only when no other alternative exists, and shall comply with landscaping BMPs and the following limitations and requirements:

a. Construction Activity, Equipment, or Materials Storage

No development or demolition activity—including grading, the operation or parking of heavy equipment, or the storage of material—shall be allowed within the tree protection area.

b. Clearing of Vegetation

Any clearing of vegetation within the tree protection area shall be only by hand.

c. Use of Retaining Walls and Drywells

Retaining walls and drywells may be used to protect trees to be preserved from severe grade changes if venting adequate to allow air and water to reach tree roots is provided through any fill.

d. Underground Utility Lines

Underground utility lines shall be routed around the tree protection area where possible. If this is not possible, a tunnel made by a power-driven soil auger may be used under the tree.

e. Impervious Surface

No impervious surface (including, but not limited to, paving or buildings) may be located within a tree protection area.

4. Fences and Walls

Installation of fences and walls shall take into consideration the root systems of existing trees. Post-holes and trenches close to trees shall be dug by hand and adjusted as necessary to avoid damage to major roots. Continuous footers for masonry walls shall end at the point where major large roots are encountered and these roots bridged.

5. Repair of Damaged Trees

If any tree to be preserved is damaged during development or demolition activities, the tree shall be promptly repaired by:

a. Corrective pruning for damage to tree canopy by an ISA Certified Arborist; or

b. Measures such as corrective root pruning, fertilization, soil enhancements for damage to tree roots, and application of irrigation to compensate for root loss.

G. Tree Abuse

1. Tree Abuse Prohibited

a. General

i. No person shall cause, suffer, permit, or allow tree abuse, as defined in Part 5 (Terms and Uses Defined) of Article 9: Definitions and Interpretation, within the city.

ii. No owner of land in the city shall cause or allow the abuse of any tree on that land, or possess an abused tree on that land.

b. Exemptions

The following activities are exempt from the prohibition of tree abuse in subsection a above:

i. Topiary pruning when the pruned trees are located on owner-occupied property developed for a single-family dwelling or two-family dwelling and are identified as topiary trees on an approved landscape plan; or

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ii. Tree abuse necessary to alleviate a dangerous condition posing an immediate threat to the public or property, provided the threat cannot be remedied by pruning that does not constitute tree abuse.

iii. Shaping of trees to protect property, such as buildings or infrastructure, where it is demonstrated that shaping of the trees has occurred historically.

2. Corrective Measures for Tree Abuse

a. Any person that abuses a tree or any landowner that possesses an abused tree shall:

i. Undertake pruning and other corrective action determined by the Development Services Director, including—but not limited to—the permitted removal of severely abused trees to protect public safety and property, and corrective pruning by an ISA Certified Arborist to improve the health and form of abused trees;

ii. Plant replacement trees in accordance with Section 155.5204.E, Tree Replacement, if the abused tree's natural habit of growth is destroyed; and

iii. Make a payment into the city's Tree Canopy Trust Fund or other appropriate fund in accordance with Section [].

b. Any corrective action(s) undertaken in accordance with this subsection shall be considered partial corrective action(s) required to cure a violation and are in addition to any penalties that may be imposed by the city in accordance with Article 8: Enforcement.

c. A Tree Permit shall be required for any corrective measure undertaken in accordance with this subsection.

H. Maintenance

1. Maintenance and Monitoring

a. The health of a replacement tree or a tree subject to corrective pruning or other corrective action shall be maintained and monitored for a period of at least one year after the date it is planted. The health of a relocated tree shall be maintained and monitored for up to three years after the date it is transplanted, as determined by the Development Services Director based on the type and size of the relocated tree.

b. The Development Services Director shall inspect a relocated tree, replacement tree, or tree subject to corrective pruning or other corrective action one year after the transplanting, planting, or corrective action, as appropriate, and for relocated trees, at one-year increments during its maintenance and monitoring period. On determining that such a tree has died or been effectively destroyed, the Development Services Director shall order the tree to be replaced within 60 days, pursuant to a new Tree Permit. A new one-year maintenance and monitoring period shall start for the new replacement tree upon its planting.

c. All strapping and bracing material shall be monitored to prevent girdling and removed from all replacement trees at the end of the applicable maintenance and monitoring period.

2. Maintenance Guarantee

Any person other than a governmental entity who conducts tree relocation or replacement activities shall post a maintenance guarantee ensuring proper planting of the relocated or replacement trees and their survival for the applicable maintenance and monitoring period in accordance with Section 155.5902, Maintenance. This requirement may also be applied to persons conducting corrective pruning or other corrective action required by this section. This maintenance guarantee shall be in addition to any other performance guarantees or maintenance guarantees required for a proposed development or by any other entity.

155.5205. FLORIDA-FRIENDLY FERTILIZER USE

EXHIBIT F

A. Findings

As a result of impairment to the City's surface and ground water caused by excessive nutrients, the City Commission has determined that the use of fertilizers on lands within the City contribute to adverse effects on surface and/or ground water. Accordingly, the City Commission finds that management measures contained in the most recent edition of the "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries, 2008," will be implemented by the city as set forth below.

B. Purpose and Intent

This section regulates the proper use of fertilizers by any applicator; requires proper training of Commercial and Institutional Fertilizer Applicators; establishes training and licensing requirements; establishes a Prohibited Application Period; specifies allowable fertilizer application rates and methods, fertilizer-free zones, low maintenance zones, and exemptions. This section requires the use of Best Management Practices For Fertilizer which provide specific management guidelines to minimize negative secondary and cumulative environmental effects associated with the misuse of fertilizers. These secondary and cumulative effects have been observed in and on the City's natural and constructed stormwater conveyances, canals, lakes, estuaries and other water bodies.

Collectively, these water bodies are an asset critical to the environmental, recreational, cultural and economic well-being of the residents and the health of the public. Overgrowth of algae and vegetation hinder the effectiveness of flood attenuation provided by natural and constructed stormwater conveyances. Regulation of nutrients, including both phosphorus and nitrogen contained in fertilizer, will help improve and maintain water and habitat quality.

C. Applicability

This Section shall be applicable to and shall regulate any and all applicators of fertilizer and areas of application of fertilizer within the area of the City, unless such applicator is specifically exempted by the terms of this Section from the regulatory provisions of this Section. This Section shall be prospective only, and shall not impair any existing contracts.

D. Exemptions

This Section shall not be applicable to the following:

1. Bona fide farm operations as defined in the Florida Right to Farm Act, Section 823.14 Florida Statutes;
2. Other properties not subject to or covered under the Florida Right to Farm Act that have pastures used for grazing livestock; and
3. Any lands used for bona fide scientific research, including, but not limited to, research on the effects of fertilizer use on urban stormwater, water quality, agronomics, or horticulture.

E. Timing of Fertilizer Application

No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during the Prohibited Application Period, or to saturated soils. The Prohibited Application Period is defined as the rainy season which is between May 1 and October 31 of every year.

F. Fertilizer-Free Zones

Fertilizer shall not be applied within ten (10) feet of any pond, stream, watercourse, lake, canal, or wetland as defined by the Florida Department of Environmental Protection (Chapter 62-340, Florida Administrative Code) or from the top of a seawall, unless a deflector shield, drop spreader, or liquid applicator with a visible and sharply defined edge, is used, in which case a minimum of 3 feet shall be maintained. If more stringent the Zoning Code regulations apply, this provision does not relieve the requirement to adhere to the more stringent regulations. Newly planted turf and/or

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landscape plants may be fertilized in this Zone only for a sixty (60) day period beginning 30 days after planting if need to allow the plants to become well established. Caution shall be used to prevent direct deposition of nutrients into the water.

G. Low Maintenance Zones

A voluntary ten (10) foot low maintenance zone is strongly recommended, but not mandated, from any pond, stream, water course, lake, wetland or from the top of a seawall. A swale/berm system is recommended for installation at the landward edge of this low maintenance zone to capture and filter runoff. If more stringent the Zoning Code regulations apply, this provision does not relieve the requirement to adhere to the more stringent regulations. No mowed or cut vegetative material may be deposited or left remaining in this zone or deposited in the water. Care should be taken to prevent the over-spray of aquatic weed products in this zone.

H. Fertilizer Content and Application Rates

1. Fertilizers applied to turf within the City shall be formulated and applied in accordance with requirements and directions provided by Rule 5E-1.003(2), Florida Administrative Code, Labeling Requirements For Urban Turf Fertilizers.

2. Fertilizer containing nitrogen or phosphorus shall not be applied before seeding or sodding a site, and shall not be applied for the first 30 days after seeding or sodding, except when hydro-seeding for temporary or permanent erosion control in an emergency situation (wildfire, etc.), or in accordance with the Stormwater Pollution Prevention Plan for that site.

3. Nitrogen or phosphorus fertilizer shall not be applied to turf or landscape plants except as provided in (a) above for turf, or in UF/IFAS recommendations for landscape plants, vegetable gardens, and fruit trees and shrubs, unless a soil or tissue deficiency has been verified by an approved test.

I. Application Practices

1. Spreader deflector shields are required when fertilizing via rotary (broadcast) spreaders. Deflectors must be positioned such that fertilizer granules are deflected away from all impervious surfaces, fertilizer-free zones and water bodies, including wetlands.

2. Fertilizer shall not be applied, spilled, or otherwise deposited on any impervious surfaces.

3. Any fertilizer applied, spilled, or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed to the greatest extent practicable.

4. Fertilizer released on an impervious surface must be immediately contained and either legally applied to turf or any other legal site, or returned to the original or other appropriate container.

5. In no case shall fertilizer be washed, swept, or blown off impervious surfaces into stormwater drains, ditches, conveyances, or water bodies.

J. Management of Grass Clippings and Vegetative Matter

In no case shall grass clippings, vegetative material, and/or vegetative debris be washed, swept, or blown off into stormwater drains, ditches, conveyances, water bodies, wetlands, or sidewalks or roadways. Any material that is accidentally so deposited shall be immediately removed to the maximum extent practicable.

K. Training

1. All commercial and institutional applicators of fertilizer within the incorporated area of the City, shall abide by and successfully complete the six-hour training program in the "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries"

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offered by the Florida Department of Environmental Protection through the University of Florida Extension "Florida-Friendly Landscapes" program, or an approved equivalent.

2. Private, non-commercial applicators are encouraged to follow the recommendations of the University of Florida IFAS Florida Yards and Neighborhoods program when applying fertilizers.

L. Licensing of Commercial Applicators

1. Prior to 1 January 2014, all commercial applicators of fertilizer within the incorporated area of the City shall abide by and successfully complete training and continuing education requirements in the "Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries", offered by the Florida Department of Environmental Protection through the University of Florida IFAS "Florida-friendly Landscapes" program, or an approved equivalent program, prior to obtaining the City Business Tax Receipt for any category of occupation which may apply any fertilizer to turf and/or landscape plants. Commercial Fertilizer Applicators shall provide proof of completion of the program to the City Tax Collector's office within 180 days of the effective date of this ordinance.

2. After December 31, 2013, all commercial applicators of fertilizer within the incorporated area of the City, shall have and carry in their possession at all times when applying fertilizer, evidence of certification by the Florida Department of Agriculture and Consumer Services as a Commercial Fertilizer Applicator per 5E-14.117(18) F.A.C.

3. All businesses applying fertilizer to turf and/or landscape plants (including but not limited to residential lawns, golf courses, commercial properties, and multi-family and condominium properties) must ensure that at least one employee has a "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries" training certificate prior to the business owner obtaining a Local Business Tax Receipt. Owners for any category of occupation which may apply any fertilizer to Turf and/or Landscape Plants shall provide proof of completion of the program to the City Tax Collector's Office.

M. Enforcement

Funds generated by penalties imposed under this section shall be used by the City for the administration and enforcement of section 403.9337, Florida Statutes, and the corresponding sections of this ordinance, and to further water conservation and nonpoint pollution prevention activities.

PART 3 SCREENING, FENCES, AND WALLS

155.5301. SCREENING

A. Screening of Mechanical Equipment

1. Applicability

a. New Development

i. The following exterior mechanical equipment and similar features shall be screened from view from adjacent streets and properties in accordance with the standards of this subsection:

(A) Electrical and gas-powered mechanical equipment and power systems equipment (e.g., permanent electrical generators, refrigeration equipment and ductwork, swimming pool pumps, back-flow prevention devices);

(B) Heating, ventilating, and air conditioning equipment, tanks, and ductwork (e.g., air conditioning condensers and compressors, heat pump condensers and evaporators, bottled gas tanks);

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ii. Roof or wall-mounted antennas, vent openings, tower and blades or a small wind energy system, or the solar panels or modules of a solar energy collection system shall not be considered exterior mechanical equipment for purposes of these screening standards.

b. Development Existing on or Before October 30, 1973 – Not Applicable

2. Screening Standards

a. Roof-Mounted Mechanical Equipment

Mechanical equipment mounted on the roof of a building shall be screened by a parapet wall, roof screen, or similar device that is integrated into the building's architectural design and of a height equal to or exceeding the height of the mechanical equipment being screened.

b. Ground-Mounted Mechanical Equipment

Mechanical equipment mounted on or near ground-level shall be screened by adjacent buildings, dense continuous hedges installed in accordance with Section 155.5203.B.2.g, Shrubs and Hedges, or decorative walls or fences incorporating at least one of the primary materials or colors of the nearest wall of the primary structure on the lot. The height of the vegetation, wall, or fence shall be at least six inches above the height of the mechanical equipment being screened.

B. Screening of Off-Street Loading and Service Areas

1. All off-street loading areas and services areas (e.g., refuse or recyclables collection area, equipment cleaning area) shall be located and designed to reduce the adverse visual and acoustic impacts of their use on adjacent streets and properties.

2. Exterior off-street loading and service areas shall be screened from view from adjacent streets and properties by durable, sight-obscuring walls, fences, and/or dense continuous hedges that are at least six feet in height. Points of vehicular access into or from the loading or service area need not be screened, provided they are located and designed to minimize direct views into the service or loading area from adjacent streets and properties.

3. Screening walls and fences shall incorporate at least one of the primary materials or colors of the primary structure on the lot. Screening hedges shall be of a type and quality as that used for site landscaping.

4. The Development Services Director may waive all or part of the standards in this subsection, 155.5301.B., if it is demonstrated that the implementation of the standards results in a conflict with the city's adopted CPTED guidelines.

C. Location and Screening of Commercial Containers

1. Applicability

a. Multifamily and Nonresidential Development

Except as otherwise provided in subsection c below, on any multifamily and nonresidential properties, all exterior commercial containers—including, but not limited to, garbage dumpsters and compactors, cardboard receptacles and compactors, large recyclable containers, grease/oil tanks and garbage cans and carts—shall be screened from view from adjacent streets and properties in accordance with the standards in this subsection.

b. Development Existing on or Before October 24, 1978 – Not Applicable

c. Exemptions – Not Applicable

d. The Development Services Director may waive all or part of the standards in this subsection, 155.5301.C., if it is demonstrated that the implementation of the standards results in a conflict with the city's adopted CPTED guidelines.

2. Location

Commercial containers shall not be placed in the following locations:

- a. Within five feet of any property line;

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- b. Any required landscaped area;
- c. Any front yard or street side yard;
- d. Any fire lane;
- e. Any off-street parking space;
- f. Any location that blocks vehicular, bicycle, or pedestrian traffic; and
- g. Any location that interferes with utilities.

3. Screening of Commercial Containers

a. Commercial containers shall be screened on three sides by a durable, sight-obscuring walls constructed of brick, masonry, stone, or similar material, and on the fourth side by a wood or metal gate.

b. If a container is one regularly accessed by pedestrians, the required walls shall include an opening at least three feet wide for pedestrian access. This pedestrian opening shall be screened from view by an "L"-shaped extension of a screening wall.

c. The height of the screening walls and gate shall be at least six inches higher than the height of the container.

d. Where the container is located next to a building wall, the building wall may serve as a screening wall, and the other screening walls or fences shall incorporate at least one of the primary materials or colors of the adjacent building wall.

e. The external sides of walls screening a commercial container shall have a "finished" surface (e.g., textured or painted) and shall be landscaped to soften their visual impact in accordance with Section 155.5302.F.3, Fence and Wall Landscaping.

D. Outdoor Storage Areas

Screening of outdoor storage areas shall comply with the standards in Section 155.4228.A, Outdoor Storage (as a principal use), or 155.4303.W, Outdoor Storage (as an accessory use), as appropriate.

155.5302. FENCES AND WALLS

A. Purpose

The purpose of this section is to regulate the location, height, and appearance of fences and walls to maintain visual harmony within neighborhoods and the city, protect adjacent properties from the indiscriminate placement and unsightliness of fences and walls, and ensure the safety, security, and privacy of properties.

B. Applicability

1. The provisions of this section shall apply to all construction, substantial reconstruction, or replacement of fences or walls not required for support of a principal or accessory structure, or any other linear barrier intended to delineate different portions of a lot.

2. If there is any inconsistency between the provisions of this section and any screening standard in Section 155.5301, Screening, the standards in Section 155.5301, Screening, shall control.

3. The Development Services Director may waive all or part of the standards in this section, 155.5302, if it is demonstrated that the implementation of the standards results in a conflict with the city's adopted CPTED guidelines.

C. General Requirements for Fences and Walls

1. Fences Prohibited on Vacant Lots

a. General

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Except as otherwise provided in subsection b below, fences are prohibited on any lot that is vacant for any reason (including the result of demolition) or is generally in a vacant state. Lots containing a principal building or principal use (including lots containing community gardens, parks, or other open space uses) shall not be considered vacant land.

b. Exceptions

i. Fencing Allowed on Vacant Lots

A split rail type barrier, guard rail type barrier, or posts or bollards with connecting wires or chains may be erected around the perimeter of a lot to deter vehicular access to the lot if the fence:

- (A) Has no more than three horizontal members; and
- (B) Is no more than four feet in height above ground level or the level of a berm that is no more than four feet high and is covered with landscaping and ground cover.

ii. Fencing Required on Vacant Lots Along the Scenic Highway

(A) Vacant lots located along the Scenic Highway shall provide a white split rail type, low-profile barrier fence that is up to four feet tall with no more than two horizontal members, which shall look like the split rail fence in the picture below, along the front and corner (if applicable) lot lines to deter illegal parking on the lot.

(B) Corner vacant lots along the Scenic Highway shall also provide a white split rail type, low-profile barrier, fence that is up to four feet tall with no more than two horizontal members, which shall look like the split rail fence in the picture below along the lot's frontage on the side street.

(C) Vacant lots along the Scenic Highway with a single-family residential zoning district are exempt from the requirements of this section.



2. Location

Fences and walls are permitted along the perimeters of properties and within front, side, and rear yards except where expressly prohibited by this Code, the Building Code, or other city ordinance.

3. Fences and Walls near Fire Hydrants

Fences and walls shall not be located where they would prevent immediate view of, or access to, fire hydrants or other fire-fighting water supply devices, in accordance with the Fire Code.

4. Fences in Easements

Fences shall be prohibited within utility easements except to the extent approved by the Development Services Director after finding the fence would not impede the purpose or function of the easement, as set forth in an easement agreement with the city. The city shall not be responsible for damage to, or the repair or replacement of, fences that must be removed to access such easements. In no instance shall this provision be construed to prevent fencing around stormwater retention or detention facilities that may be required by this Code.

5. Blocking Natural Drainage Flow

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No fence shall be installed so as to block or divert a natural drainage flow on to or off of any other land.

6. Fences on Retaining Walls or Berms

Except as otherwise allowed in Section 155.5302.C.1.b.i, Fencing Allowed on Vacant Lots, if a fence is constructed on top of a wall or berm, the combined height of the fence and wall or berm shall not exceed the maximum height that would apply to the fence or wall alone.

7. Fences and Walls Within Buffers

Fences and walls shall be installed so as not to disturb or damage existing vegetation or installed plant material within perimeter buffers.

8. Integration with Other Required Landscaping

Required landscape screening for fences or walls may be integrated into the landscaping required for vehicular use area screening or perimeter buffers, provided the standards in Section 155.5203, Landscaping, are maintained.

9. Customary Materials

Fences shall be constructed of any combination of treated wood posts and planks, rot-resistant wood, wrought iron, decorative metal materials, or chain link. Walls shall be constructed of brick, stone, masonry materials, or products designed to resemble these materials. Where certain materials are specified for particular types of screening or buffering fences or walls, all other materials are prohibited.

D. Height Requirements for Fences and Walls

1. Applicability

a. General

Except for fences or walls exempted by subsection b below, a fence or wall shall comply with the height limits in this subsection. Fence or wall height is measured from natural grade.

b. Exemptions

i. Required Screening

A fence or wall provided to meet the standards of Section 155.5301, Screening, is exempted from the height standards of this subsection, but in no case shall the fence or wall exceed a height of ten feet.

ii. Recreational Fencing

Customary fencing provided as a part of a permitted tennis court, athletic field, or other recreational facility shall be exempt from the height restrictions of this subsection.

iii. Public Safety Use Fences and Walls

Major utilities, wireless communication towers, government facilities, and other public safety uses shall be allowed to increase maximum fence or wall heights to ten feet in front, side, and rear yards, unless further increased through an approved security plan—see subsection iv below.

iv. Security Plan Fences and Walls

An owner or tenant of property or a representative of a public agency responsible for a public facility may submit to the Development Services Director a site security plan proposing fences or walls taller than those permitted by this subsection, or the use of barbed or concertina wire atop a fence or wall. The Development Services Director shall approve, or approve with conditions, the site security plan and its proposed exemption of fences or walls from the standards of this subsection, on finding that:

(A) The condition, location, or use of the land, or the history of activity in the area, indicates the land or any materials stored or used on it are in significantly greater danger of theft or damage than surrounding land; and

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(B) The proposed taller fences or walls, or use of barbed or concertina wire, will not have a significant adverse effect on the security, functioning, appearance, or value of adjacent lands or the surrounding area as a whole.

2. Fences and Walls in Residential Districts

Except as otherwise provided in 155.5302.D.5, Fences and Walls Adjacent to Waterways, the following height limits shall apply to fences and walls within Residential zoning districts:

a. No fence or wall within a front yard or a street side yard shall exceed a height of four feet, provided that a fence or wall in a street side yard may be up to six feet in height if set back at least four feet from the street side lot line. Fence posts, including decorative finials, may extend up to six inches above the maximum fence height.

b. No fence or wall within an interior side yard or a rear yard shall exceed a height of six feet.

3. Fences and Walls in Commercial and Special Districts

Except as otherwise provided in 155.5302.D.5, Fences and Walls Adjacent to Waterways, no fence or wall within a commercial or special base zoning district shall exceed a height of eight feet, provided that a fence or wall abutting an Industrial zoning district may be up to ten feet in height.

4. Fences and Walls in Industrial Districts – Not Applicable

5. Fences and Walls Adjacent to Waterways

Where a lot abuts a canal or waterway, fences and walls adjacent to the canal or waterway shall comply with the following standards:

a. Within Rear Yard Corner Triangle

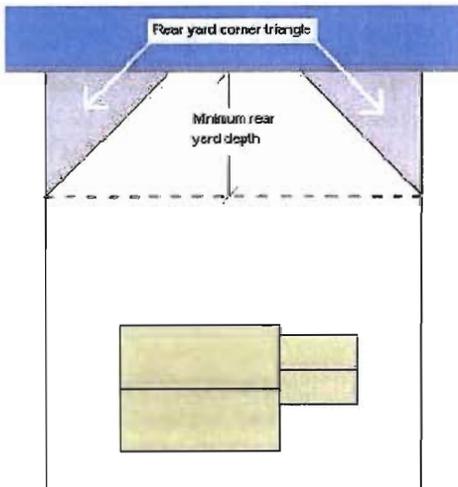


Figure 155.5302.D.5.a: Rear yard corner triangle

Figure 155.5302.D.5.a: Rear yard corner triangle

Except as otherwise provided in subsection e below, where the rear lot line abuts the canal or waterway, no fence, wall, or other obstruction greater than three feet high shall be located within the triangular land area formed by the intersection of the rear lot line with an interior side lot line not abutting a canal or waterway—with two sides of the triangle running along the rear and interior lot lines and being equal in length to the minimum rear yard depth, and the third side being a line connecting the ends of the other two sides—provided that a fence in such area may be as high as

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42 inches if it is 66 percent see-through and may be as high as six feet if it is at least 75 percent see-through. (See Figure 155.5302.D.5.a: Rear yard corner triangle.)

b. On a Rear Yard Terrace or Patio

Except as otherwise provided in subsection a above, the height of a fence or wall erected on a terrace or patio located or extending into the rear yard may be up to 42 inches high if it is at least 66 percent see-through and does not obstruct view of the canal or waterway from abutting lots.

c. Adjacent to Sea Wall

Except as otherwise provided in subsection a above, where a lot line abuts a canal or waterway along a sea wall that is less than four and one-half feet above mean sea level, the height of a fence or wall adjacent to the lot line may be up to seven and one-half feet above mean sea level.

d. Atop Sea Wall

No wall or fence shall be erected atop a seawall.

e. On all properties abutting the east right-of-way line of Harbour Drive (NE 26th Avenue) – Not Applicable

E. Perimeter Fences and Walls Abutting Street Rights-of-Way

Fences or walls located within 15 feet of a street right-of-way shall:

1. Be located outside the right-of-way;
2. Be of a uniform style; and
3. Be constructed of brick, stone, or concrete (when covered with stucco or similar finish), vinyl, or vertical wooden boards.

F. Appearance

1. Finished Side to Outside



Figure 155.5302.F.1: Fence with finished side out.

Figure 155.5302.F.1: Fence with finished side out

Wherever a fence or wall is installed, if one side of the fence or wall appears more "finished" than the other (e.g., one side of a fence has visible support framing and the other does not, or one side of a wall has a textured surface and other does not), then the more "finished" side of the fence shall face the exterior of the lot rather than the interior of the lot. (See Figure 155.5302.F.1: Fence with finished side out.) However, in the event that a wood fence is constructed against a significant obstacle on the adjoining property such as a hedge or another fence, that line of fence against the obstacle may be constructed with posts on the outside of the fence provided that the horizontal rails are at least 50% covered by boards on the side facing away from the property on which the fence is constructed.

2. Compatibility of Materials Along a Single Lot Side

All fencing or wall segments located along a single lot side shall be composed of a uniform style and colors.

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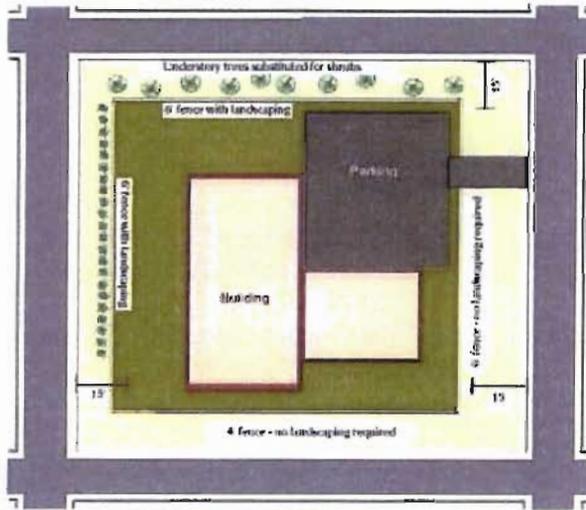


Figure 155.5302.F.3: Fence and wall landscaping.

Figure 155.5302.F.3: Fence and wall landscaping

3. Fence and Wall Landscaping

All chain link fences and all fences and walls exceeding four feet in height, if located within 15 feet of a street right-of-way, shall be supplemented with landscape screening in accordance with the standards in a and b below, to soften the visual impact of the fence. (See Figure 155.5302.F.3: Fence and wall landscaping.)

a. Shrubs Required

One evergreen shrub shall be installed for every five linear feet of fence or wall, and on the side of the fence or wall facing the public street right-of-way. Shrubs shall meet the size standards of Section 155.5203.B.2.g, Shrubs, and may be installed in a staggered, clustered, grouped, or linear fashion.

b. Substitution of Understory Trees

One understory or ornamental tree may be substituted for every three shrubs provided that the tree meets the size standards of Section 155.5203.B.2.h, Trees.

G. Prohibited and restricted fences

1. Chain Link Fences Along Arterial and Collector Streets

Fences constructed of chain link fences shall be prohibited abutting an arterial or collector street designated on the Broward County Trafficways Plan.

2. Barbed Wire, Razor Wire, Concertina Wire, and Aboveground Electrified Fences

In all zoning districts, fences using barbed, razor, or concertina wire and aboveground electrified fences shall be prohibited unless allowed through an approved security plan (See Section 155.5302.D.1.b.iv, Security Plan Fences and Walls.) Underground electric fences designed for control of domestic animals are allowed.

3. Debris, Junk, Rolled Plastic, Sheet Metal, Plywood, or Other Waste Materials

Fences or walls made of debris, junk, rolled plastic, sheet metal, plywood, or waste materials are prohibited in all zoning districts unless such materials have been recycled and reprocessed, for marketing to the general public, as building materials that resemble new building materials (e.g., picket fencing made from recycled plastic and fiber).

H. Maintenance Required

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All fences and walls and associated landscaping shall be maintained in good repair and in a safe and attractive condition—including, but not limited to, the repair or replacement of missing, decayed, or broken structural and decorative elements.

PART 4 EXTERIOR LIGHTING

155.5401. GENERAL EXTERIOR LIGHTING STANDARDS

A. Purpose

The purpose of this section is to regulate exterior lighting to ensure the safety of motorists and pedestrians and minimize adverse impacts on adjacent properties. More specifically, this section is intended to:

1. Regulate lighting to assure that excessive light spillage and glare are not directed at adjacent properties, neighboring areas, and motorists;
2. Ensure that all site lighting is designed and installed to maintain adequate lighting levels on site while limiting negative lighting impacts on adjacent lands; and
3. Provide security for persons and land.

B. Applicability

1. General

The provisions of this section shall apply to all development in the city unless exempted in accordance with Section 155.5401.B.2, Exemptions.

2. Exemptions

c. The Development Services Director may waive all or part of the standards in this Section, 155.5401, if it is demonstrated that the implementation of the standards results in a conflict with the city's adopted CPTED guidelines.

3. Lighting Plan Required

Applications for approval of a Major or Minor Site Plan (Section 155.2407) shall include a lighting plan (including a photometric plan) that addresses the standards in this section.

C. Lighting Location and Required Landscaping and Tree Protection

No exterior lighting fixtures shall be located in any landscaped planting areas required in and around vehicular uses areas in accordance with Section 155.5203.D, Vehicular Use Area Landscaping (e.g., perimeter landscaping strips, landscaped islands in parking bays, landscaped areas between parking bays, and landscaping between vehicular use areas and buildings).

D. Maximum Lighting Height

1. Except for outdoor sports fields or performance areas, the maximum height of exterior lighting fixtures, whether mounted on poles or walls or by other means, shall be:

- c. 30 feet in all other parts of nonresidential districts.

2. Wherever possible, illumination of outdoor seating areas, building entrances, and walkways shall be accomplished by use of ground mounted fixtures not more than four feet in height.

E. Illumination Levels

All exterior lighting shall have intensities and a uniformity ratio consistent with the *IESNA Lighting Handbook* (Illuminations Engineering Society of North America) and shall be designed and located so that the illumination measured in foot-candles at finished grade shall comply with the standards in Table 155.5401.E, Minimum and Maximum Illumination Levels. The illumination shall take into account changes in finished grade, walls, and other existing or proposed building and site conditions.

TABLE 155.5401.E: MINIMUM AND MAXIMUM ILLUMINATION LEVELS

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TABLE 155.5401.E: MINIMUM AND MAXIMUM ILLUMINATION LEVELS		
Zoning District	Minimum Illumination in Vehicular Use Areas ¹	Maximum Illumination at Property Line ²
All other	1.0 foot-candle	3.0 foot-candles

NOTES:
 1. Measured at the edge of a vehicular use area, at ground level.
 2. Measured at five feet above ground level

F. Hours of Illumination

1. All exterior lighting not necessary for security or emergency purposes shall be reduced, activated by motion sensors, or turned off during no-operating hours.
2. For the purposes of this subsection, lighting "necessary for security or emergency purposes" shall be construed to mean the minimum amount of exterior lighting necessary to illuminate possible points of entry or exit into a structure, to illuminate exterior walkways, or to illuminate outdoor storage areas. Such lighting may be activated by motion sensor devices.

G. Illumination Direction and Shielding

1. Upwardly-directed lighting used to illuminate all or part of a structure or building facade shall use low-wattage architectural or decorative lighting so that direct light emissions are contained by the structure or facade and not be visible above the building roof line.
2. Light fixtures used to illuminate flags, statutes, or other objects mounted on a pole, pedestal, or platform shall use a narrow cone beam of light that does not extend beyond the illuminated object.
3. Any light source forming a lineal pattern shall be recessed within the structure in which it is located.
4. Any light source or lamp that emits more than 900 lumens shall be concealed or shielded with full cut-off style fixture with an angle not exceeding 90 degrees to minimize glare and unnecessary light diffusion onto adjacent properties and streets. (See Figure 155.5401.G: Shielding of light source to avoid light diffusion onto adjacent property.)

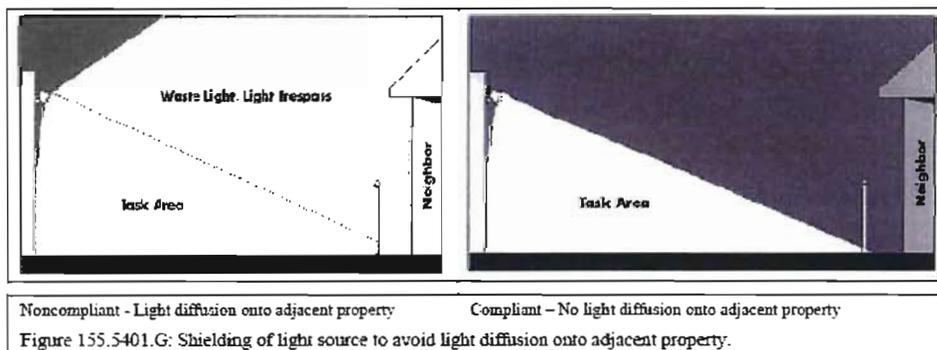


Figure 155.5401.G: Shielding of light source to avoid light diffusion onto adjacent property

H. Flickering or Flashing Lights

No flickering or flashing exterior lights shall be allowed except for temporary decorative seasonal lighting.

I. Wall Pack Lights

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Wall packs on buildings may be used at entrances to a building to light unsafe areas. They are not intended to draw attention to the building or provide general building or site lighting. Wall packs on the exterior of the building shall be fully shielded (e.g., with true cut-off type bulb or light source not visible from off-site) to direct the light vertically downward and have a light output of 900 lumens or less.

J. Exemptions for a Security Plan

Government maintenance facilities, public safety facilities, parks and public spaces, and other uses where sensitive or dangerous materials are stored may submit to the Development Services Director a site security plan proposing exterior lighting that deviates from the standards in this subsection. The Development Services Director shall approve, or approve with conditions, the site security plan and its proposed deviation from the standards of this subsection, on finding that:

1. The proposed deviation from the standards is necessary for the adequate protection of the public;
2. The condition, location, or use of the land, or the history of activity in the area, indicates the land or any materials stored or used on it are in significantly greater danger of theft or damage, or members of the public are at greater risk for harm than on surrounding land; and
3. The proposed deviation from the standards is the minimum required, and will not have a significant adverse effect on neighboring lands.

K. Illumination of Outdoor Sports Fields and Performance Areas

Lighting of outdoor sports fields and performance areas shall comply with the following standards:

1. Glare Control Package

All lighting fixtures shall be equipped with a glare control package (e.g., louvers, shields, or similar devices) and aimed so that their beams are directed and fall within the primary playing or performance area.

2. Hours of Operation

The hours of operation for the lighting system for any game or event shall not continue more than one hour after the end of the game or event.

155.5402. LIGHTING REQUIREMENTS FOR MARINE TURTLE PROTECTION

A. Purpose

The purpose of this section is to reduce impacts of coastal lighting on the nesting and hatching of threatened and endangered sea turtles through restrictions, constraints and requirements to preserve and protect sea turtles and sea turtle inhabitants. To help do so, it is the policy of the city that no artificial light shall directly illuminate any area of the incorporated beaches of the city.

B. Applicability

1. General

a. Except as otherwise provided in subsection 2 below, the standards in this section shall apply to any coastal lighting activity in the city that has the potential to adversely impact sea turtles.

b. If an exterior lighting standard in this section conflicts with an exterior lighting standard in Section 155.5401, General Exterior Lighting Standards, the standard in this section shall govern.

2. Exception

The provisions contained in this section shall not apply where the Florida Fish and Wildlife Conservation Commission or other state agency with the appropriate authority has approved alternative lighting standards that conflict with the standards in this section. Such approval shall be in writing and detail the standards approved. Artificial light sources that are generated by lamps, bulbs, and other lighting sources approved for use by the Florida Fish and Wildlife Conservation

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Commission shall not constitute a violation of this section when properly shielded, mounted, and directed so that no filament, bulb or glowing lens is visible from the beach. Such lighting includes, but is not limited to:

- a. Low pressure sodium (LPS) lamps of up to 35 watts;
- b. Red, orange, or amber light emitting diodes (LEDs) consisting of true red, orange, or amber diodes (not filters);
- c. True read neon lamps; and
- d. Long wave lighting sources that produce light measuring more than 560 nanometers on a spectroscope.

C. Existing Beachfront Light and Development – Not Applicable

D. New Beachfront Lighting and Development

All lighting proposed as part of new development, including parking lots and dune walkovers, that can be seen from the beach shall comply with the following standards.

1. Floodlights, uplights, or spotlights used for decorative and accent purposes that are directly visible from the beach, or which indirectly or cumulatively illuminate the beach, are prohibited.
2. Wall-mounted light fixtures shall be fitted with hoods so the point source of light or any reflective surface of the light fixture is not directly visible from the beach.
3. Exterior light fixtures set on a base or pole shall not raise the source of light higher than 48 inches off the ground.
4. Only low intensity lighting shall be used to light parking areas, and light fixtures shall be positioned or shielded so that the light is cast downward and the light source is not visible from the beach and does not directly or indirectly illuminate the beach. Parking areas shall be located and designed to prevent vehicular headlights from directly or indirectly illuminating the beach. Vehicular lighting, parking area lighting, and roadway lighting shall be shielded from the beach through the use of ground-level barriers that do not interfere with marine turtle nesting or emergence of hatchlings, nor cause short or long-term damage to the beach and dune system.
5. Exterior lights used expressly for safety or security purposes shall be limited to the minimum number and configuration necessary for security and convenience. Lights designed to be activated only when approached (motion detectors) and switch off within two minutes duration are exempt if used for safety or security purposes.
6. Dune crosswalks, if lighted, shall utilize low-profile shielded luminaires.
7. Lights on balconies shall be fitted with hoods so they do not illuminate the beach.
8. Windows and glass doors—including those above the first floor of any multistory structures—located within line-of-sight of the beach are required to have tinted or filmed glass sufficient to shield interior lights and prevent them from illuminating the beach.
9. Temporary or security lighting of construction sites during the turtle nesting season shall be restricted so that illumination from the lights shall not spread the boundary of the property being developed, and in no case shall the lights illuminate the beach.
10. The screening or placement of hoods on artificial lights shall be consistent with any listing or labeling warnings, standards, requirements, or recommendations provided for the fixture in accordance with article 110-3 (b) of the National Electrical Code.

E. Streetlights and Lighting at Public Parks and Facilities

Streetlights and lighting at parks, government facilities, and publicly owned beach access areas shall be subject to the following standards.

EXHIBIT F

1. Wherever practicable, streetlights shall be located so that the bulk of their illumination is directed away from the beach. Streetlights shall be equipped with shades or shields that minimize backlighting and reduce their visibility from the beach.

2. Lights at parks, government facilities, and publicly owned beach access points shall be shielded or shaded during the turtle nesting season (March 1 through October 31 of each year) so they are not visible from the beach.

PART 8 SUSTAINABLE DEVELOPMENT STANDARDS

155.5801. PURPOSE

The purpose of this Part is to promote sustainable development practices as a means of addressing global climate change, protecting natural resources, and ensuring a high quality of life for future city residents. More specifically, it is intended to require new development to use a basic level of site and building design options that conserve energy, promote a healthy landscape, support public health and safety, and otherwise increase the development's sustainability—to provide incentives to encourage even greater use of sustainable development practices.

155.5802. SUSTAINABLE DEVELOPMENT POINT REQUIREMENT

a. Applicability

All applications for approval of a Major Site Plan for multifamily residential, nonresidential, and mixed-use development shall incorporate a sufficient number of sustainable design options from Table 155.5802, Sustainable Development Options and Points, to demonstrate achievement of the minimum number of points required below for the specific type of development.

1. Multifamily residential development shall achieve at least ten points.

2. Nonresidential and mixed-use development in the Transit-Oriented (TO) district shall achieve at least 18 points.

3. Nonresidential and mixed-use development in all other districts shall achieve at least 12 points.

B. Sustainable Development Options

Table 155.5802, Sustainable Development Options and Points, sets forth a range of sustainable site and building design features and the number of points achieved by incorporating each design feature (or specified levels of the design feature).

TABLE 155.5802: SUSTAINABLE DEVELOPMENT OPTIONS AND POINTS

TABLE 155.5802: SUSTAINABLE DEVELOPMENT OPTIONS AND POINTS			
Green Feature	Design	Feature Description	Points
Brownfield site redevelopment		Redevelopment of a brownfield site within a designated brownfield area	6
Efficient Cooling		All air conditioners are Energy Star qualified.	2
Efficient Heating	Water	At least 75 percent of hot water on premises is heated via tankless water heaters or solar water heaters.	2

EXHIBIT F

Reuse Water	Water used for dish, shower, sink, and/or laundry purposes is reused for landscape or golf course irrigation.		2
Green Building	The principal building meets or exceeds LEED certification for new construction. For sites with more than one principal building, points may be awarded for each.	LEED Certified	2
		LEED Silver	4
		LEED Gold	6
		LEED Platinum	8
Green Roof	At least 50 percent of the total surface area of the principal building's roof is a green roof constructed in accordance with the Building Code and ASTM green building standards.		4
Herb or Vegetable Garden	At least one-fourth acre on the site consists of an edible herb or vegetable garden (which may be open to the public).		2
Hurricane Resistant Structures	The principal building is constructed to meet increased wind loads.	150 mph load minimum	4
		200 mph load minimum	8
Infill or Mixed Use Development	The development constitutes infill development and/or mixed-use development.		4
Landscaped and Tree-Lined Street Median	Ingress and egress lanes of all non-service drives are separated by a landscaped median at least 5 feet wide and containing trees spaced no more than 40 feet apart.		2
Nature Path or Trail	Public pedestrian and/or bicycle access to natural elements is provided by a bike or pedestrian path or trail that is at least one-fourth mile long per every 150,000 square feet of building floor area and does not intrude on or unduly harm existing natural features.		1
Overhangs	Overhangs are present on all south windows for energy efficiency purposes.		2
Parking Structure	At least 75 percent of the development's total number of required off-street parking spaces is contained in a parking deck or garage.		2
Parking Structure, Green	At least 75 percent of the development's total number of required off-street parking spaces is contained in a parking deck or garage		4

EXHIBIT F

	and at least 50 percent of the total surface area of the top of the parking structure is a green roof.		
Permeable Parking Surfaces	Permeable surfacing materials are used for some or all of surface parking areas.	25 percent minimum	2
		59 percent minimum	4
Permeable Sidewalk Surfaces	Permeable or natural surfacing materials are used for all sidewalks.		2
Permeable Path or Trail Surfaces	Permeable or natural surfacing materials are used for all bike and pedestrian paths and trails.		1
Rain Gardens [Bioretention System]	The development includes rain gardens where each has an area of at least 100 square feet, is sized to hold stormwater runoff from between 5 and 10 percent of the impervious area draining to it, and consists of native plants planted in a sand/soil matrix soil bed with a mulch cover layer.	1 rain garden	1
		2 rain gardens	2
		3 rain gardens	3
		4 or more rain gardens	4
Rain Water Reuse	At least 75 percent of rain water from the roofs of structures is captured and recycled for landscape or golf course irrigation.		2
Skylights	The primary building is constructed with skylights that provide at least 10 percent of the light necessary for daily use on the story on which the skylights are located.		1
Solar Panels	A portion of the energy used by the primary building is generated using solar panels located onsite.	15 percent minimum	4
		30 percent minimum	8
		45 percent minimum	12
Sustainable Landscape	The development achieves the Sustainable Sites certification for site and landscaping design	One Star	2
		Two Stars	4
		Three Stars	6
		Four Stars	8
White Roof	All roof surfaces are painted white.		2

EXHIBIT F

Wind Turbines	A portion of the energy used by the primary building is generated using wind turbines located onsite.	15 percent minimum	4
		30 percent minimum	8
		45 percent minimum	12
Other	The development includes other green features that conserve energy, promote a healthy landscape, support public health and safety, or increase sustainability—points to be awarded at the discretion of the Development Services Director.		Up to 6

C. Documentation Required

Applicants shall provide documentation of techniques that will be used to satisfy the above requirement, as necessary, at the time of application submittal. Documentation for items that may not be visually verified as part of an inspection may be provided in the form of invoices, receipts, or delivery confirmation for the items in question.

155.5803. BONUSES FOR SUSTAINABLE DEVELOPMENT FEATURES – Not Applicable

EXHIBIT G

PD-I WH Pompano				
List of Deviations and Justifications				
Code Section	Type	Requirements	Proposed Deviation	Justification
155.5101.H	Access and Circulation	Bicycle	Provide a combination 7 foot minimum pedestrian and bicycle path in lieu of two separate paths	<p>Bicycles and pedestrian can share the same path from the public right-of-way to the main entrance of the buildings.</p> <p>Segregating the various modes of transportation can lead to excessive speeds by vehicles and create an unsafe condition for pedestrians and bicyclists.</p> <p>Allowing the combined paths maximizes the use of the property and allows reduction in the parking podium height which preserve the view corridors of the neighbors from abutting properties.</p>
155.5102.I.1	Parking Space Dimensions	10 x 20 foot	To allow 9 x 18 foot parking spaces in lieu of 10 x 20 foot spaces	<p>Allowing the parking space size maximizes the use of the property and allows reduction in the parking podium height thus preserving the view corridors of the neighbors from abutting properties.</p>
155.5203.D.5	Landscape	VUA and Building	To allow a five (5) foot landscape strip and increased size and quantity of plant material in lieu of planting area between the building(s) and VUA	<p>The code requirement appears to be very suburban in nature and does not take into account the urban areas nor infill areas of the city. The applicant does propose increasing the size and quantity of landscape material to compensate for not installing the landscape between the building and the VUA.</p>

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #15-035**

DATE: June 1, 2015

TO: City Commission

FROM: Planning and Zoning Board/ Local Planning Agency

SUBJECT: REZONING – PD-I (Planned Development - Infill) from B-3 (General Business)
1333 S Ocean Blvd
P & Z #15-13000004 WH Pompano, LP / WH Pompano West

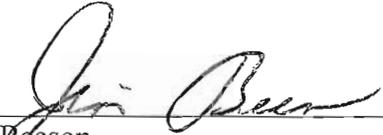
At the meeting of the Planning and Zoning Board/ Local Planning Agency held on May 27th, 2015, the Board considered the request by **WH POMPANO, LP** requesting REZONING of the above referenced property.

As it is consistent with the goals, objectives, and policies of the Comprehensive Plan stated in Administrative Report 15-266, it is the recommendation of the Board by a 6-1 vote (Mr. Klosiewicz dissenting) that the REZONING request be approved with the following five (5) conditions of staff; six (6) conditions submitted by the applicant and the additional use restrictions agreed upon by the applicant at the meeting:

1. The deviation from the Air Park Overlay District may not be approved through the rezoning process, a variance or text amendment will be required prior to building permit approval.
2. Provide a copy of the recorded dedicated easement for Public Art, prior to building permit approval.
3. Provide a copy of the bus shelter easement prior to building permit approval.
4. Staff does not support eliminating the landscaped area between the VUA and the building entirely. A landscape buffer of 5 feet is required.
5. A unified control document will be required prior to City Commission approval.
6. Increased interior side yards by 50% to 15 feet. The increase will provide better view corridors on the north and south sides of the project and increase the separation from our neighbors.
7. Further increase front yard setback to 45 feet to enhance pedestrian experience along A1A.
8. Add in a minimum building separation of 40 feet. This minimum distance separation between buildings addresses view corridor concerns, which are not currently addressed in the PD-I plan and ensures public visibility to the Intracoastal Waterway.
9. In order to provide direct Public Pedestrian Access to the Intracoastal Waterway, WH Pompano will dedicate a public access easement from A1A to the Spanish River waterway along the northern property line of the west parcel. In order to ensure public safety, this access will provide reasonable limitations on the times of day that the access will be open to the public. The easement will also provide access to the

boat slips located on the northern portion of the property. Boat sharing slips will be dedicated to the northernmost slips, adjacent to the neighboring commercial use to our north.

10. Reduce the maximum floor plate to 18,000 square feet. Further reducing the floor plates of the buildings will ensure a more slender design and create wider vistas and view corridors through the property.
11. Eliminate the Hotel Use as a permitted use on the PD-I to have more consistent permitted uses to our primarily residential neighbors. Also strike the following uses from the list of permitted principal uses in the PD-I Regulation Plan West:
 - a. Business service center
 - b. Conference or training center
 - c. Hall for hire
 - d. Restaurant
 - e. Grocery or convenience store
 - f. Limited service hotel
12. If phasing is desired by the applicant, resubmit minor amendment and site plan approval.



Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

MEMORANDUM

Development Services

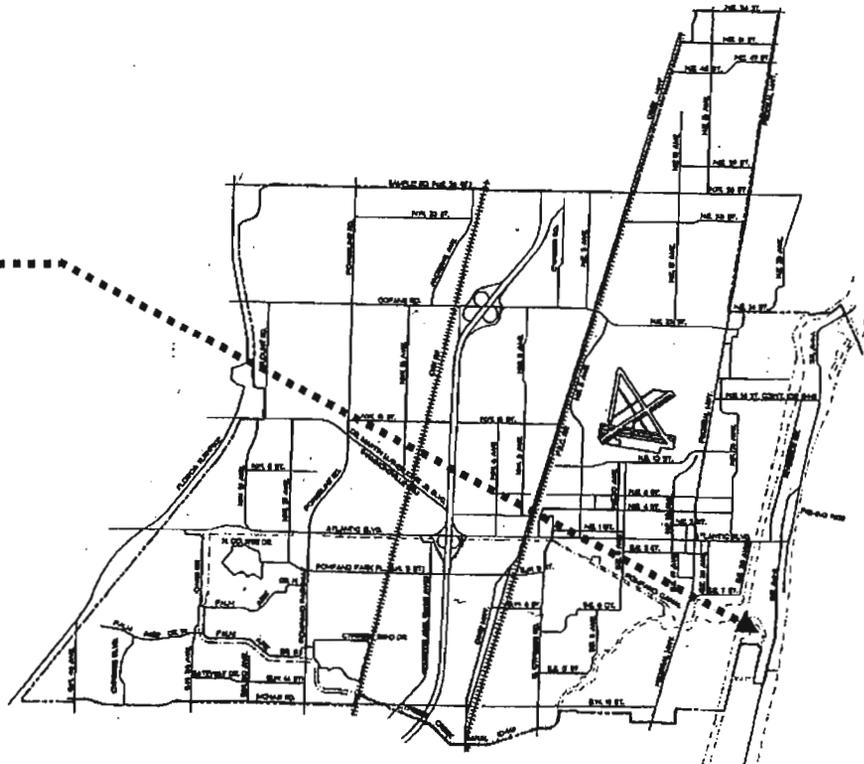
ADMINISTRATIVE MEMORANDUM NO. 15-266

DATE: May 18, 2015
TO: Planning & Zoning Board
VIA: Robin M. Bird, Development Services Director
FROM: Daniel T. Keester, Planner *E TDK*
RE: Rezoning – From B-3 to PD-I at 1333 S Ocean Blvd (West Parcel)
May 27, 2015 Meeting

P & Z #15-13000004

The applicant is requesting a rezoning from B-3 (General Business) to PD-I (Planned Development – Infill). This parcel has recently applied for an amendment to the underlying Land Use from C (Commercial) to H (High Residential 25-46 dwelling units / acre). The land use plan amendment was approved on first reading by the City Commission at the October 14th, 2014 Meeting. The parcel is located west of South Ocean Blvd (A1A) and south of SE 13th Street (4.1 net acres). The parcel is currently a vacant lot with a perimeter fence. The intent of a Planned Development is to encourage innovative land planning and site design concepts that support a high quality of life and achieve a high quality of development, environmental sensitivity, energy efficiency and other city goals and objectives. If approved, the Master Plan will allow for a mixed use development.

1333 S Ocean Blvd



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
	LAC	Local 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

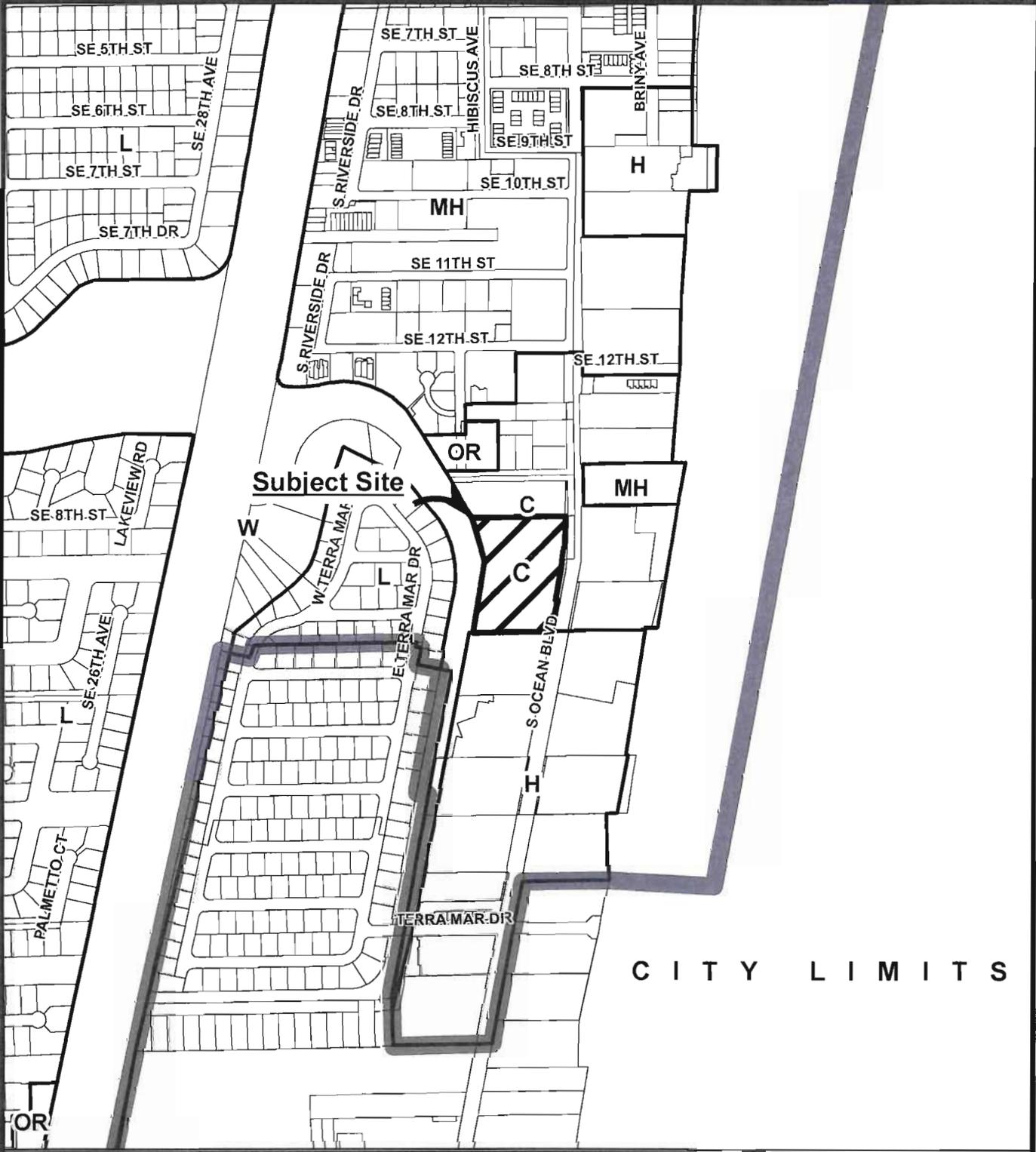
*	Existing
>	Proposed

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
>	PD-I	Planned Development Infill
	PCI	Planned Commercial / Industrial Overlay
	PR	Parks & Recreation
	CR	Commerical Recreation
	CF	Community Facilities
	T	Transportation
	PU	Public Utility
	LAC	Local Activity Center

CITY OF POMPANO BEACH OFFICIAL LAND USE MAP

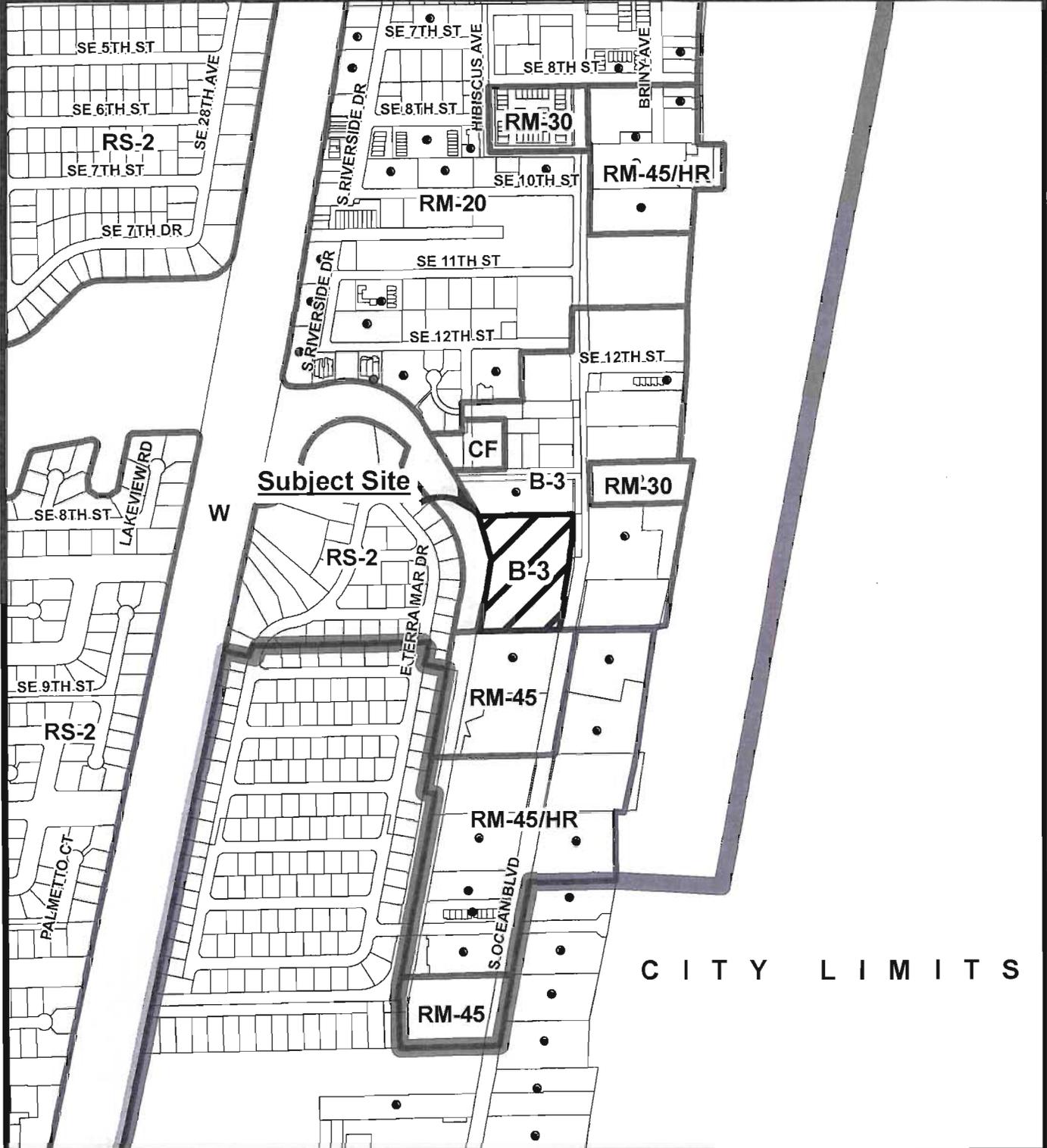


1 in = 600 ft

3

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH OFFICIAL ZONING MAP



1 in = 600 ft

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

EXHIBIT G

				<p>Not providing the landscaping would also be consistent and compatible with the surrounding properties landscape designs. Many of the high rise buildings along A-1-A as well as the buildings directly abutting the north of south of this project do not have landscaped areas between the building and VUA.</p> <p>Below are photos of the surrounding buildings in the area all of which do not have landscape between the building and VUA.</p> 
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EXHIBIT "B"
REGULATING PLAN

EXHIBIT G

EXHIBIT "B"

Master Plan Pg 1 of 3



LEGEND:

- DOCK / MARINA
- LANDSCAPE BUFFERS / LANDSCAPE / PLAZA
- ROAD NETWORK
- BUILDING AREA RESIDENTIAL / HOTEL / COMMERCIAL / PARKING / PLAZA
- TRANSITION AREA (LANDSCAPE, SIDEWALK, DRIVE AISLE)
- PEDESTRIAN ACCESS
- TOWER FLOOR PLATE

NOTE:

THE PROJECT COULD HAVE UP TO TWO PHASES.

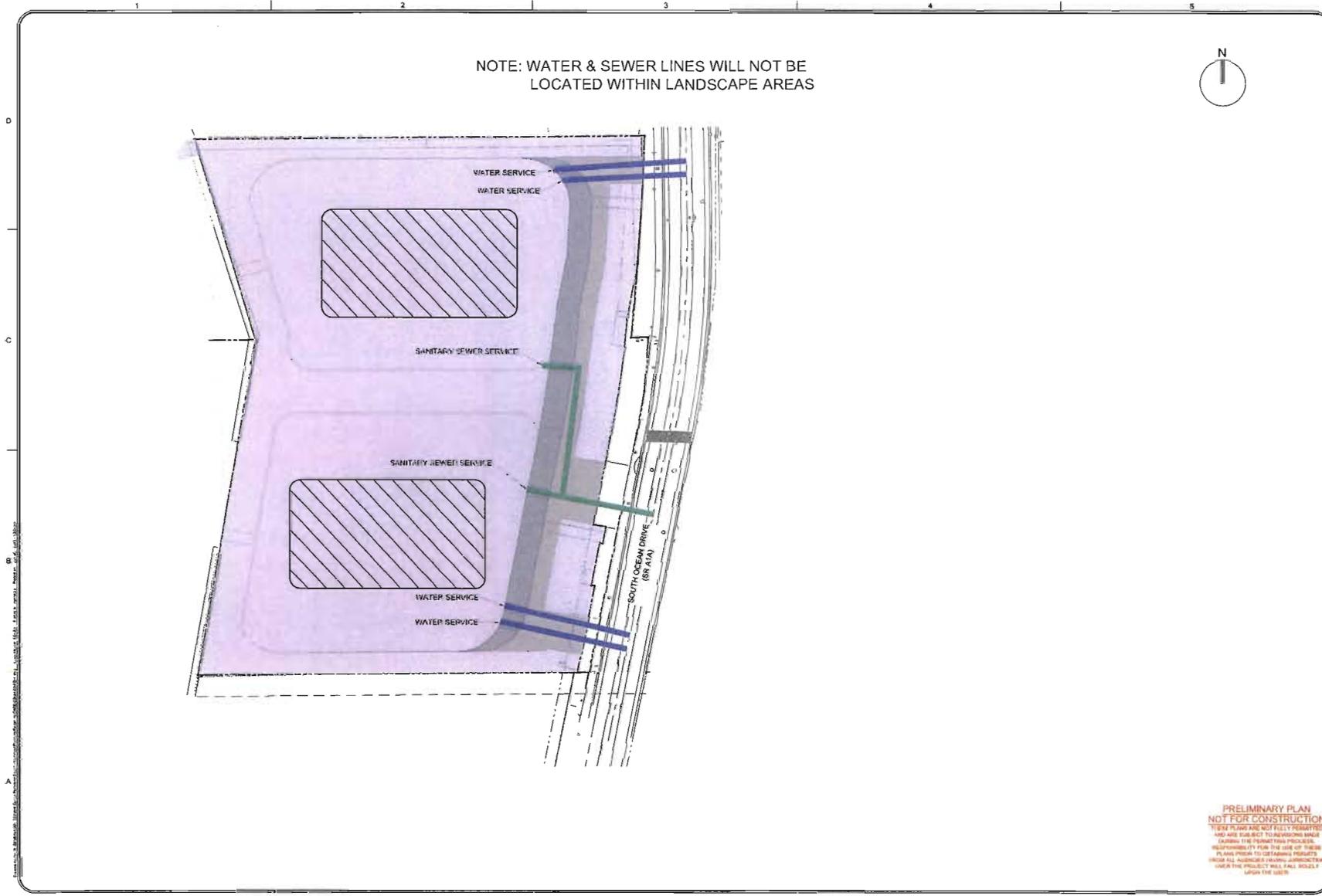
THE PROJECT WILL MEET OR EXCEED ALL PHASING REQUIREMENTS OF THE CITY OF POMPANO BEACH ONCE THE PHASE LINE IS ESTABLISHED.

**PRELIMINARY PLAN
NOT FOR CONSTRUCTION**
 THESE PLANS ARE NOT FULLY PREPARED
 AND ARE SUBJECT TO REVISIONS MADE
 DURING THE PERIOD OF PROPOSED
 RESPONSIBILITY FOR THE USE OF THESE
 PLANS PRIOR TO ANY OTHER PERMITS
 WHICH ALL AGENTS AND ARCHITECTS MUST
 OBTAIN PRIOR TO ANY OTHER PERMITS
 UNDER THE PLANETARY BUILDING CODES
 AND/OR OTHER

DATE: 08/08/2014	SCALE: AS SHOWN	DRAWN BY: MJA	DESIGN BY: MJA	CHECKED BY: MJA
				REVISION
				DATE
 KETH CONSULTING ENGINEERS Pompano Beach, Florida 33060-6643 (954) 798-3400 FAX (954) 798-3000 State of Florida Certificate of Authorization Number: 7828				
WH POMPANO BUILDING USE PLAN CITY OF POMPANO BEACH BROWARD COUNTY				
SHEET IDENTIFICATION PD-1W SHEET 04				
PROJECT NO. 08464.00				

EXHIBIT "B"

Master Plan Pg 2 of 3



DATE: 06/20/23
 SCALE: AS SHOWN
 DRAWN BY: M.A.
 DESIGN BY: M.A.
 CHECKED BY: J.L.

DATE	REVISION

K&E
 CONSULTING ENGINEERS
 301 East Atlantic Boulevard
 Pompano Beach, Florida 33069-0643
 (954) 786-3400, Fax (954) 786-3500
 State of Florida Certificate of
 Authorization Number: 7028

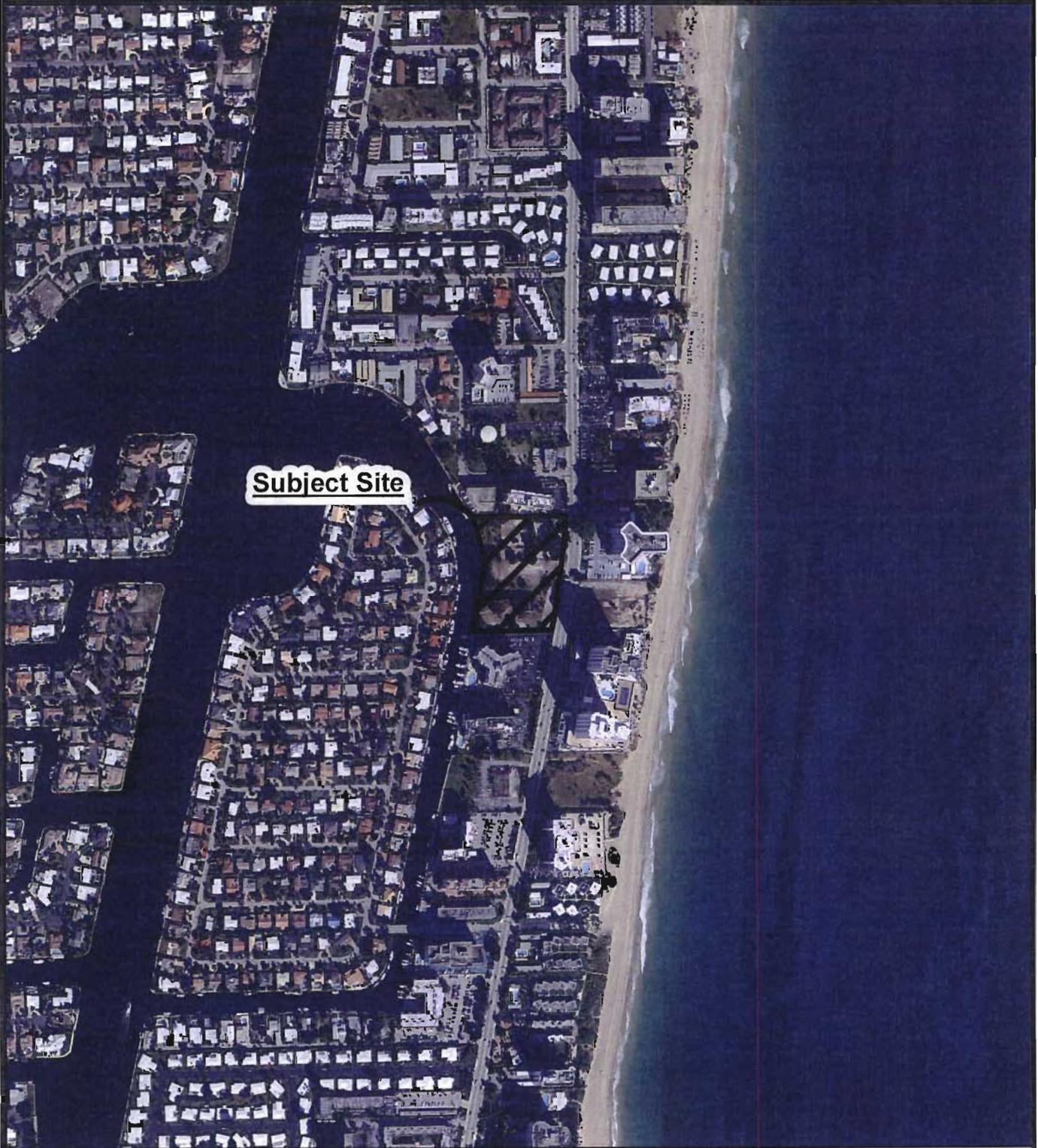
WH POMPANO
 UTILITIES PLAN
 BROWARD COUNTY
 CITY OF POMPANO BEACH

**PRELIMINARY PLAN
 NOT FOR CONSTRUCTION**
 THESE PLANS AND ANY FULLY PERMITTED
 THEREUNDER ARE SUBJECT TO REVISIONS AND
 SHALL BE SUBJECT TO REVISIONS AND
 TAKING THE PERMITTING PROCESS.
 RESPONSIBILITY FOR THE USE OF THESE
 PLANS PRIOR TO OBTAINING PERMITS
 UNDER ALL APPLICABLE FEDERAL, STATE AND
 LOCAL LAWS.

SHEET
 IDENTIFICATION
PD-2W
 SHEET
 of

PROJECT NO. 08464.00

CITY OF POMPANO BEACH AERIAL MAP



Subject Site

1 in = 600 ft

5

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

REVIEW & SUMMARY

- A. Pursuant to Section 155.2207(B) [Development Review Committee Report and Notice to Applicant], the Development Services Director has compiled the department comments from the Development Review (DRC) meeting held on March 4, 2015 and April 15, 2015 which are summarized below:

Planning Division:

Gross acreage for the western parcel equates to 4.6 acres. Given the Residential High (25-46 du/ac) land use designation, that equates to allowing for 211 units to be constructed on the property.

Engineering Department: No comments from the City Engineering Division on this proposed rezoning.

Fire Department:

This P&Z application is able to meet all of the Fire Department requirements at this time for Site Plan Review. However, the petitioner shall maintain all proper fire department access and water supply requirements as per chapter 18 of NFPA 1 as amended from time to time.

*Additional comments may follow throughout the remainder of the permitting process. The buildings shall be in compliance with All NFPA Standards prior to receiving Fire Department approval.

Solid Waste: No Comments on this proposed rezoning.

Utilities: No comments on rezoning. Development comments appear on 15-12000002.

Broward Sheriff Office: Review Complete No Objection.

Building:

Prior comments still stand:

The Building Division has no objections to the requested rezoning from B-3 to PD-1

* Additional comments may follow throughout the remainder of the permitting process.

Buildings shall comply with the 2010 Florida Building Code, HVHZ requirements, and appropriate floodplain ordinances.

1. Provide Survey, to verify all elevations applicable to the site, in addition, elevations at plans and survey must be in NAVD format and noted at plans and survey.
2. In addition, be aware of the substantial improvement requirements as required by FEMA and the Building Code.
3. 53.14 - Erosion and sedimentation control permit To be submitted at the time of permit

Urban Forestry:

This project does not qualify for The Planned Development – Infill (PD-I). This district is established and intended to accommodate small-site infill development within the city's already developed areas. The PD-I district is intended to provide the flexibility to enable high-quality, mixed-use development on relatively small sites. This is not a small site but the largest developable property East of the Intracoastal in the City of Pompano Beach and by definition does not qualify as "small-site".

Section II.A.5 is incorrect and does not accurately depict the environmental significance of this property. Per Broward County and the City of Pompano Beach Definition This property has a large array of specimen trees,

throughout the site of different species, both native and non-native, many of which are among the largest of their kinds in the City.

Remove note referencing Phasing of this project. Development phasing plan indicates that the project may be planned in two Phases; however, no phase line is rendered on the Building Use Plan. Provide a Phasing Plan and a schedule of such plan, at this time for review. Phasing Plan and schedule will specify what will be developed at what time, otherwise remove the proposed Phasing from the application.

The application describes a greater volume of landscaping that will be provided; however, the corresponding regulations do not demonstrate that such a development will be submitted.

Reduction to the interior side yard setbacks, in effect reduces the minimum amount of landscaping can be provided.

Proposed deviation from the required landscaping between VUA and building proposes to increase the size and quantity of plant material in lieu of the required planting area. Provide what is required and how the design is attempting to meet that either through requirements or superior landscape design.

Propose superior landscape design above minimum requirements as the PD-I regulating plans indicates that allowing the PD-I zoning will require the developer to exceed the minimum landscaping requirement (page 6); however, the minimum development site landscaping indicated in Table 155.5203.C. is identical to the minimum development site landscaping that would be required for a residential or commercial zoning district.

Staff does not support eliminating the landscaped area between the VUA and the building entirely, as suggested.

Based on the comments above, a resubmission to DRC will be required.

Zoning:

Based on the information the rezoning application to a Planned Development does not encourage innovative land planning and site design concepts that support a high quality of life and achieve a high quality of development, environmental sensitivity, energy efficiency, and other city goals and objectives.

Should the applicant decide to go forward with the Planned Development-Infill application the following modification must be made to the application and Master Plan, prior to Planning & Zoning Board submittal.

1. The application proposes the maximum number of residential units and uses, while requesting less than the minimum development standards required by code.
 - a. Setbacks proposed in the PD-I Regulating Plans are not consistent with the proposed "Building Use Plan" submitted. For example, based on the scaled drawing, the "Building Area" is proposed as greater than the proposed 35 foot setback proposed in the Regulating Plans.
 - b. Include a Table with the Intensity & Dimensional Standards for this PD-I (only) on the Building Use Plan.
 - c. Include a Table with each of the deviations requested on the Building Use Plan.
 - d. Update the PD-I Regulating Intensity and Dimensional Standards to correct certain errors. The front yard, abuts A1A, the Rear Yard abuts the Intracoastal, and there are 2 interior side yards (north & south property lines).

- e. Remove the "N/A" from the Rear Yard setback, the rear yard setback proposed is 30 feet, as proposed. Certain accessory structures may not be located in a "rear yard" and certain accessory structures may not be located when abutting a waterway, both setbacks must be listed on the Table.
2. The application describes a greater volume of landscaping that will be provided; however, the corresponding regulations do not demonstrate that such a development will be submitted. Inconsistencies exist between the justifications for certain deviations, and the setbacks and minimum development standards.
 - a. Proposed reduction to the interior side yard setbacks, in effect reduces the minimum amount of landscaping that can be provided.
 - b. Proposed deviation from the required landscaping between VUA and building proposes to increase the size and quantity of plant material in lieu of the required planting area. What is being increased?
 - c. The PD-I regulating plans indicates that allowing the PD-I zoning will require the developer to exceed the minimum landscaping requirement (page 6); however, the minimum development site landscaping indicated in Table 155.5203.C. is identical to the minimum development site landscaping that would be required for a residential or commercial zoning district.
3. The regulating use plan indicates that the maximum square foot of the "floor plates" will be limited to 20,000, if it exceeds 6 floors; however, it does not provide a maximum building foot print for the base floors. If the purpose of this PD-I is to preserve view corridors, clarify how the first 6 levels will be configured to preserve views.
4. Specify podium height setbacks, as well as general building setbacks, again if certain view corridors are preserved.
5. An application for PD-I would not limit the height of the proposed development, although a variance would still be required. A deviation from the Air Park Overlay District may not be approved through the rezoning process. A height maximum may be submitted with the PD Plan; however, the height approval may be subject to the standards in the Zoning Code (including a variance from the Air Park Overlay District).
6. A PD-I would permit for several retail & service uses that are not permit in the RM zoning districts; however, uses such as: Auditorium, theaters and nightclubs are incompatible with the Residential Land Use category as well as the neighboring properties. Additionally, "Bars and Lounges" should not be permitted as stand-alone permitted uses, but accessory to hotels, or restaurants.
7. Development Phasing plan indicates that the project may be planned in two Phases; however, no phase line is rendered on the Building Use Plan. Provide a Phasing Plan and a schedule of such plan, at this time for review. Phasing Plan and schedule will specify what will be developed at what time, otherwise remove the proposed Phasing from the application.
8. There following items should be reviewed and addressed upon future submittals:
 - a. Update the Table of Contents as it does not accurately list the page numbers where each section can be found.
 - b. Remove the "notes" in that list "view Table in PDF."
 - c. Amend the note in Exhibit F to specify the date of submittal. "Note: Changes/ Deviations to the adopted City Code as of XXX date."
 - d. Remove the RM zoning illumination standards table 155.5401, as the proposal is for a PD-I.
9. Submit a Unified Control Document prior to City Commission submittal.
10. Provide a copy of the dedicated easement for Public Art, prior to building permit approval.

11. Include Exhibit G (Deviations Table) on the PD Building Use Plan.
12. Submit a copy of the bus shelter easement prior to building permit approval.
13. Remove Exhibit F, Parts 5-7 & 9 from the Exhibit as these sections are not permitted to deviate from code with the PD Plan.
14. Staff does not support eliminating the landscaped area between the VUA and the building entirely, as suggested.
15. Clarify the bike parking ratio proposed, if a condominium is developed, hanging bicycle racks will be required a 1 per 2 parking spaces. If 211 units are developed, and 3 bedroom units are proposed, 2 parking spaces would be required per unit, and therefore 211 hanging bicycle racks would be provided. Review the regulating plan, and potential uses, and confirm if this is correct.

B. Zoning Department staff submits the following factual information which is relevant to this rezoning request:

1. The rezoning was reviewed by DRC on March 4, 2015 and April 15, 2015.
2. The property is platted and is located west of S Ocean Blvd.
3. The overall site is 4.6 gross acres (4.1 net acres).
4. The Zoning and uses of adjacent properties are:

North – B-3 (General Business), Beach Resort (Wyndham Santa Barbara)

South – RM-45 (Multi-Family Residential), Multi-Family Condominium's (Renaissance III)

East – B-3 (General Business) Pending PD-I Rezoning Application – Vacant Property

West – RS-2 (Single Family Residential), Terra Mar Residential Homes

5. The Land Use Designation is currently Commercial and pending final approval of the High Residential.

C. The following describes the planning objective for the Planned Development:

The narrative submitted by the applicant describes the concept of this planned development primarily to preserve view corridors. The application specifies that if buildings exceed 6 floors, the floor(s) above the 6th level will be restricted to 20,000 square feet. Additional planning objectives include allowing for a unique mix of uses, exceeding minimum landscaping requirements in terms of size and number of plantings and encouraging a greater variety of forms of transportation for the residents.

D. The following goals, objectives and policies of the City's Comprehensive Plan have been identified as pertinent to this rezoning:

Goal

- 01.00.00 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.
- 01.02.02 Consider the preservation of established single-family and low-density neighborhoods in all re-zonings, land use plan amendments, and site approvals.

Objective Inconsistent Land Uses

01.03.00 Annually review and periodically update adopted land development regulations and established procedures that encourage the elimination or reduction of uses inconsistent with the City's character and Future Land Use Plan.

Policies

01.03.03 Encourage property owners to rezone the subject properties when initiating the development and/or redevelopment proposals to be consistent with the designations of the Land Use Plan Map.

01.03.07 Require the provision of decorative structural or vegetative buffers between different density residential land uses, and residential and non-residential land uses unless the applicant can demonstrate by evidence that the proper buffer is provided.

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 Major Corridor Land Use

01.04.00 Support and promote the intermix of residential and commercial uses along major traffic corridors.

Policies

01.04.02 The City of Pompano Beach shall amend its land development regulations to reduce parking requirements for residential and commercial uses along major corridors where it can be shown that pedestrian amenities are provided, shared parking is provided, or sufficient public parking is nearby.

E. Recommendation:

Given the information provided to the Board, as the finder 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 denial as the Board finds that the application has not met the criteria for a planned Development. Specifically the master site plan proposed lacks sufficient detail and has yet to identify a clear planning purpose. Additionally, the request does not comply with the following general requirements of a Planned Development and is not consistent with the following goals, objectives and policies of the Comprehensive Plan, specifically:

- 155.3602 The PD Plan shall:
1. Include a statement of planning objectives for the district;
 2. Identify the general location of individual development areas, identified by land use(s) and/or development density or intensity;
 3. Identify for the entire PD district and each development area the land area, types and mix of land uses, number of residential units (by use type), nonresidential floor area (by use type), residential density, and nonresidential intensity;
 4. Identify the general location, amount, and type (whether designated for active or passive recreation) of open space;
 - ...
 6. Identify the on-site transportation circulation system, including the general location of all public and private streets, existing or projected transit corridors, and pedestrian and bicycle pathways and how they will connect with existing and planned city systems.
- 01.02.02 Consider the preservation of established single-family and low-density neighborhoods in all re-zonings, land use plan amendments, and site approvals.
- 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.
- 10.03.00 Water dependent and water related uses will be protected and encouraged within the coastal area; this shall include retaining commercial zoning so that private residential redevelopment does not displace such uses.
- 10.07.03 The evacuation times set forth in the Broward County Hurricane Evacuation Plan shall be maintained throughout the procedures set forth in the Pompano Beach Fire Rescue Hurricane Procedures.

Alternative Motion II

Table this application for additional information as requested by the Board.

Alternative Motion III

Recommend approval of the rezoning request from B-3 to PD-I, with the following conditions:

1. The deviation from the Air Park Overlay District may not be approved through the rezoning process, a variance or text amendment will be required prior to building permit approval.
2. Provide a copy of the recorded dedicated easement for Public Art, prior to building permit approval.
3. Provide a copy of the bus shelter easement prior to building permit approval.
4. Staff does not support eliminating the landscaped area between the VUA and the building entirely.
5. A unified control document will be required prior to City Commission approval.

May 26, 2015

Robin Bird, Development Services Director
Development Services Department
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33351

RE: P&Z 15-13000004 - Rezoning from B-3 to PD-1
Additional Criteria to the Planning and Zoning Board
Location: 1333 South Ocean Boulevard
K&A Project Number: 08464.00

Dear Mr. Bird;

Based on our meeting May 22nd with Daniel Keester and Karen Freidman of your department and to further address your staff's concerns, WH Pompano has agreed to amend the PD-I plan to include the following additional restrictions. The goals of these modifications are to further specify and clarify the building massing, improved view corridors as well as visual and pedestrian access to the intracoastal waterway. The additional restrictions include:

1. Increased interior side yards by 50% to 15 feet. The increase will provide better view corridors on the north and south sides of the project and increase the separation from our neighbors.
2. Further increase front yard setback to 45 feet to enhance pedestrian experience along A1A.
3. Add in a minimum building separation of 40 feet. This minimum distance separation between buildings addresses view corridor concerns, which are not currently addressed in the PD-I plan and ensures public visibility to the Intracoastal Waterway.
4. In order to provide direct Public Pedestrian Access to the Intracoastal Waterway, WH Pompano will dedicate a public access easement from A1A to the Spanish River waterway along the northern property line of the west parcel. In order to ensure public safety, this access will provide reasonable limitations on the times of day that the access will be open to the public. The easement will also provide access to the boat slips located on the northern portion of the property. Boat sharing slips will be dedicated to the northernmost slips, adjacent to the neighboring commercial use to our north.
5. Reduce the maximum floor plate to 18,000 square feet. Further reducing the floor plates of the buildings will ensure a more slender design and create wider vistas and view corridors through the property.
6. Eliminate the Hotel Use as a permitted use on the PD-I to have more consistent permitted uses to our primarily residential neighbors.

If these additional criteria are accepted by the Planning and Zoning Board, our development team will incorporate the modifications into the PD-I plan prior to the City Commission hearing.

Sincerely,



Mike Vonder Meulen, AICP
Keith & Associates, Inc.

Cc: Dev Motwani, WH Pompano
Robert Lochrie, III, Lochrie and Chakas, P.A.

15-13000004
(West Side)



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 Rezoning to Planned
Development**

1333 South Ocean Blvd. (SR A1A)		
STREET ADDRESS		
Ocean Land Pompano Beach Resort PB 178 P127	Parcel B	
Subdivision	Block	Lot
Representative or Agent's interest in property (Owner, Lessee, Etc)	Owner	
Has any previous application(s) been filed?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
If Yes, give date of hearing and finding	Land Use Plan Amendment 2014	

Agent or Representative	Landowner (Owner of Record)
Keith & Associates, Inc	WH Pompano. L.P.
Business Name (if applicable)	Business Name (if applicable)
Mike Vonder Meulen, AICP, Senior Planner	Dev Motwani, Manager
Print Name and Title	Print Name and Title
Signature	Signature
February 5, 2015	February 5, 2015
Date	Date
301 East Atlantic Blvd.	300 SW 1st Avenue, Suite 106
Street Address	Street Address
Pompano Beach, FL 33060	Fort Lauderdale, FL 33301
Mailing Address City/ State/ Zip	Mailing Address City/ State/ Zip
954-779-1119 954-788-3400	954-522-6556
Phone Number	Phone Number
m.vondermeulen@keithassociates.com rlochrie@lochrielaw.com	dev.motwani@gmail.com
Email	Email
Indicate your preferred medium to receive agendas and notifications: <input type="checkbox"/> Mail <input checked="" type="checkbox"/> E-Mail	Indicate your preferred medium to receive agendas and notifications: <input type="checkbox"/> Mail <input checked="" type="checkbox"/> E-Mail



REQUESTED COMMISSION ACTION: **QUASI-JUDICIAL**

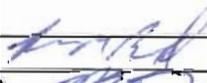
Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED BOTH EAST OF SOUTH OCEAN BOULEVARD AND APPROXIMATELY 436 FEET SOUTH OF SE 13TH STREET AND COMMONLY KNOWN AS 1350 SOUTH OCEAN BOULEVARD FROM B-3 (GENERAL BUSINESS) TO PD-I (PLANNED DEVELOPMENT-INFILL); PROVIDING FOR CONFORMANCE TO AN APPROVED PLANNED DEVELOPMENT PLAN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

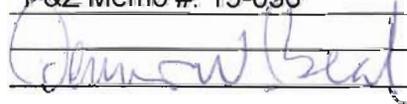
Summary of Purpose and Why:

Summary: The applicant is requesting a rezoning from B-3 (General Business) to PD-I (Planned Development – Infill). The developer has applied for an amendment to the underlying Land Use From C (Commercial) to H (High Residential 25-4 dwelling units/ acre). The land use amendment was approved on first reading by the City Commission at the October 14th, 2014 Meeting. The parcel is currently a vacant lot with a perimeter fence. The intent of a Planned Development is to encourage innovative land planning and site design concepts that support a high quality of life and achieve a high quality of development, environmental sensitivity, energy efficiency and other city goals and objectives. If approved, the Master Plan will allow for the development of a mixed use residential tower. The Planning Objectives included in the regulating plans describe the purpose for this planned development, focus on achieving the same amount of residential density on-site, while preserving view corridors. The podium floor(s) are dedicated to commercial uses and parking with a larger building footprint, whereas the tower has an increase setback from the dune vegetation line and a smaller floor plate. The Planning & Zoning Board unanimous recommended approval of the rezoning with 5 conditions. The conditions have been acknowledged by the developer, and will be addressed prior to building permit approval. A draft version of the Unified Control Agreement was submitted for staff review, and will be executed for approval by the City Commission via a Resolution.

- (1) Origin of request for this action: WH Pompano, LP
- (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	5/18/2015	Approval	P&Z: #15-265 
City Attorney	6/4/2015	<u>6/10/15</u>	CAC: #2015-1030 

Advisory Board P&Z Memo #: 15-036

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 #2015-1030

June 4, 2015

TO: Daniel T. Keester, Planner
FROM: Gordon B. Linn, City Attorney
RE: Ordinances – Rezoning –WH Pompano/1333 and 1350 S. Ocean Boulevard

As requested in your memorandums dated May 29, 2015, Department of Development Services Memorandum No. 15-282 and 15-283, the following form of ordinances, relative to the above-referenced matter, have been prepared and are attached:

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED WEST OF SOUTH OCEAN BOULEVARD AND APPROXIMATELY 336 FEET SOUTH OF SE 13TH STREET AND COMMONLY KNOWN AS 1333 SOUTH OCEAN BOULEVARD FROM B-3 (GENERAL BUSINESS) TO PD-I (PLANNED DEVELOPMENT–INFILL); PROVIDING FOR CONFORMANCE TO AN APPROVED PLANNED DEVELOPMENT PLAN; PROVIDING FOR

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED BOTH EAST OF SOUTH OCEAN BOULEVARD AND APPROXIMATELY 436 FEET SOUTH OF SE 13TH STREET AND COMMONLY KNOWN AS 1350 SOUTH OCEAN BOULEVARD FROM B-3 (GENERAL BUSINESS) TO PD-I (PLANNED DEVELOPMENT–INFILL); PROVIDING FOR CONFORMANCE TO AN APPROVED PLANNED DEVELOPMENT PLAN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE

Please review the proposed ordinances carefully to determine that they are in accordance with your desires and are correct. I believe this is the first rezoning to PD-I.

GORDON B. LINN

GBL/ds
l:cor/dev-srv/2015-1030
Attachments

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED BOTH EAST OF SOUTH OCEAN BOULEVARD AND APPROXIMATELY 436 FEET SOUTH OF SE 13TH STREET AND COMMONLY KNOWN AS 1350 SOUTH OCEAN BOULEVARD FROM B-3 (GENERAL BUSINESS) TO PD-I (PLANNED DEVELOPMENT-INFILL); PROVIDING FOR CONFORMANCE TO AN APPROVED PLANNED DEVELOPMENT PLAN; 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. - FINDINGS: The City Commission finds as follows: that the rezoning of the property described herein is consistent with the Comprehensive Plan; that the rezoning complies with Section 135.3602 as well as all other requirements of the Zoning Code; and that the rezoning is reasonably related to the public, health, safety and welfare.

SECTION 2. - REZONING AND APPROVAL OF PLANNED DEVELOPMENT PLAN: The property more particularly described in Exhibit "A," attached hereto and made a part hereof ("Property"), which is hereby rezoned from a present zoning classification of a B-3

(general business) zoning classification to PD-I (planned development-infill) as said zoning classification is defined in Section 155.3607 of the Code of Ordinances of the City of Pompano Beach, Florida.

Pursuant to the requirements of Section 155.3602 and Section 155.3607 of the Code of Ordinances of the City of Pompano Beach, Florida, the Planned Development Plan submitted for the Property, attached hereto and made a part hereof as Exhibit "B," is hereby adopted. All development of the Property shall proceed in accordance with the Planned Development Plan, as approved, and Section 155.3607 of the Code of Ordinances of the City of Pompano Beach.

SECTION 3. - SEVERABILITY: 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. - EFFECTIVE DATE: 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/ds
6/4/15
l:ord/ch155/2015-362

EXHIBIT A

Legal Description

Parcels A and A-1 of Ocean Land Pompano Beach Resort, according to the plat thereof, as recorded in Plat Book 178, at Page 127, of the Public Records of Broward County, Florida.

ALTA/ACSM LAND TITLE SURVEY

LOCATION MAP (NTS)

LEGAL DESCRIPTION:

ALL OF "OCEAN LAND POMPANO BEACH RESORT", ACCORDING TO THE MAP OR PLAN THEREOF, AS RECORDED IN PLAT BOOK 178, PAGE(S) 127, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA.

ZONING: B-3 GENERAL BUSINESS DISTRICT

SETBACKS:

- (1) FRONT YARD, NONE EXCEPT WHERE §§ 155.140 THROUGH 155.143 APPLIES DUE TO A RIGHT-OF-WAY WIDTH WHICH IS LESS THAN THAT SHOWN IN THE COMPREHENSIVE PLANNING TRAFFIC CIRCULATION ELEMENT... (2) SIDE YARD, NONE EXCEPT IN SUBDIVISION (4) BELOW OR WHERE A DISTRICT ADOPTS A RESIDENTIAL DISTRICT AND THE PROVISIONS OF § 155.130 SHALL APPLY.

(3) REAR YARD, MINIMUM OF 30 FEET EXCEPT AS REQUIRED IN SUBDIVISION (4) BELOW. (4) DOWN-RISE SETBACKS, ANY STRUCTURE WITH A BUILDING HEIGHT EXCEEDING 50 FEET SHALL HAVE A SIDE AND REAR SETBACK, IN ADDITION TO WHAT IS SPECIFIED ABOVE, OF AT LEAST ONE FOOT FOR EVERY FOUR FEET OF BUILDING HEIGHT, OR MAJOR FRACTION THEREOF, ABOVE THE FIRST 50 FEET OF BUILDING HEIGHT.

TITLE COMMITMENT REVIEW - SCHEDULE B-II

ITEM # 6 - TERMS AND PROVISIONS OF THAT OFF-STREET PARKING AGREEMENT, PER ORB 11826, PG. 875, WHICH PROVIDES FOR COVENANTS, CONDITIONS, RESTRICTIONS AND LIMITATIONS. (AFFECTS / REMOVED BY NEW PLAT "OCEAN LAND POMPANO BEACH RESORT", PURSUANT TO COUNTY'S COMMENTS)

ITEM # 7 - PHOSPHATE, MINERALS, METALS AND PETROLEUM RESERVATIONS RESERVED UNTO THE STATE OF FLORIDA BY THAT CERTAIN DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, FILED AUGUST 3, 1950, IN DEED BOOK 702, PAGE 295, BEING DEED NO. 386198, WHICH FRONT OF ENTRY HAS BEEN RELEASED PURSUANT TO F.S. 370.111. (AFFECTS/NOT PLOTTABLE)

ITEM # 8 - TERMS AND PROVISIONS OF THAT AGREEMENT, DATED DECEMBER 1, 1984, FILED DECEMBER 21, 1984, IN OFFICIAL RECORDS BOOK 2928, PAGE 185, AND LIENS FOR AMOUNTS OF MONEY OR CHARGES OR ASSESSMENTS FOR VARIOUS PURPOSES (AFFECTS/NOT PLOTTABLE)

ITEM # 9 - RESTRICTIVE COVENANTS, CONDITIONS, STIPULATIONS AND EASEMENTS SET FORTH IN DOCUMENT, FILED SEPTEMBER 11, 1944, IN OFFICIAL RECORDS BOOK 524, EXCLUDING ANY COVENANT OR RESTRICTION BASED ON COLOR OR NATIONAL ORIGIN. (AFFECTS/NOT PLOTTABLE)

ITEM # 10 - EASEMENT(S) GRANTED TO FLORIDA POWER AND LIGHT COMPANY, ACCORDING TO DOCUMENT, FILED NOVEMBER 28, 1961, IN OFFICIAL RECORDS BOOK 2288, PAGE 859, AS AFFECTED BY PARTIAL RELEASE OF EASEMENT FILED JANUARY 31, 2008 IN OFFICIAL RECORDS BOOK 45050, PAGE 1152. (AFFECTS / RELEASED / REMOVED FROM SKETCH)

ITEM # 11 - EASEMENT(S) GRANTED TO FLORIDA POWER & LIGHT COMPANY, ACCORDING TO DOCUMENT FILED FEBRUARY 24, 1985, IN OFFICIAL RECORDS BOOK 2969, PAGE 87, AS AFFECTED BY PARTIAL RELEASE OF EASEMENT FILED JANUARY 31, 2008 IN OFFICIAL RECORDS BOOK 45050, PAGE 1145. (AFFECTS / RELEASED / REMOVED FROM SKETCH)

ITEM # 12 - TERMS AND PROVISIONS OF AGREEMENT, FILED FEBRUARY 12, 1982, IN OFFICIAL RECORDS BOOK 2338, PAGE 874, AS AFFECTED BY TERMINATION OF OFF-SITE PARKING AGREEMENT FILED NOVEMBER 17, 2008 IN OFFICIAL RECORDS BOOK 45810, PAGE 1185, WHICH PROVIDES FOR COVENANTS, CONDITIONS, RESTRICTIONS AND LIMITATIONS. (AFFECTS / RELEASED / REMOVED FROM SKETCH)

ITEM # 17 - ANY CLAIM BY THE STATE OF FLORIDA TO ANY PORTION OF THE INSURED LAND LYING SEAWARD OF THE EROSION CONTROL LINE ESTABLISHED IN OFFICIAL RECORDS BOOK 108811, PAGE 588 (AFFECTS/PLOTTED)

ITEM # 18 - RESTRICTIONS, DEDICATIONS, AND EASEMENTS AS CONTAINED ON THE PLAT OF SPANISH RIVER RACQUET CLUB, RECORDED IN PLAT BOOK 123, PAGE 22. (AFFECTS/PLOTTED)

ITEM # 19 - TERMS, CONDITIONS, AND PROVISIONS OF PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 52703, PAGE 1878. (AFFECTS/PLOTTED)

ITEM # 23 - RESTRICTIONS, COVENANTS, AND CONDITIONS AS SET FORTH IN THOSE COVENANT FILED OCTOBER 16, 2007 IN OFFICIAL RECORDS BOOK 44719, PAGE 708, AS MAY BE SUBSEQUENTLY AMENDED. (AFFECTS/NOT PLOTTABLE)

ITEM # 24 - TERMS, CONDITIONS, AND PROVISIONS OF ENVIRONMENTAL RESOURCE PERMIT NOTICE FILED OCTOBER 8, 2008, IN OFFICIAL RECORDS BOOK 45738, PAGE 1814. (AFFECTS/NOT PLOTTABLE)

ITEM # 25 - TERMS, CONDITIONS, AND PROVISIONS OF ENVIRONMENTAL RESOURCE PERMIT NOTICE FILED FEBRUARY 5, 2008, IN OFFICIAL RECORDS BOOK 45071, PAGE 185. (AFFECTS/NOT PLOTTABLE)

ITEM # 26 - RESTRICTIONS (DELETING THEREFROM ANY RESTRICTIONS INDICATING ANY PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN), DEDICATIONS, COVENANTS, EASEMENT(S), SETBACK(S), IF ANY, AS MAY BE SHOWN ON THE PLAT OF "OCEAN LAND POMPANO BEACH RESORT", RECORDED IN PLAT BOOK 178, PAGE 127. (AFFECTS/PLOTTED)

ITEM # 27 - TERMS, CONDITIONS, AND PROVISIONS OF SECURITY/UEH AGREEMENT INSTALLATION OF REQUIRED IMPROVEMENTS FILED MARCH 30, 2009, IN OFFICIAL RECORDS BOOK 45689, PAGE 1489. (AFFECTS/NOT PLOTTABLE)

ITEM # 28 - TERMS, CONDITIONS, AND PROVISIONS OF AGENT OF RECORD FOR NOTICE OF EXPIRATION OF ADEQUACY FILED MARCH 30, 2009, IN OFFICIAL RECORDS BOOK 45689, PAGE 1504. (AFFECTS/NOT PLOTTABLE)

ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TREE LIST

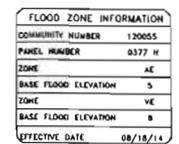
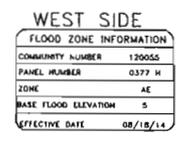
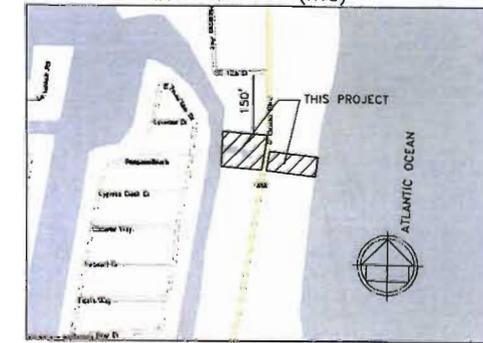
Table with 3 columns: NO., DIMENSION (HEIGHT), TYPE. Lists trees such as PALM, FICUS, GUMBO LIMBO, etc.

TREE LIST

Table with 3 columns: NO., DIMENSION (HEIGHT), TYPE. Lists trees such as PALM, FICUS, GUMBO LIMBO, etc.

LEGEND:

- CKD CHECKED BY CONCRETE DRAWING FB/PO SMC SET MAIL AND CAP #64+8 FIB FOUND IRON ROD FOUND IRON PIPE FIP FOUND NAIL AND CAP FMC FOUND NAIL & DISC FND FOUND NAIL & DISC P.B. PLAT BOOK B.C.R. BROWARD COUNTY RECORDS W.P.W. WOOD POWER POLE CHAIN LINK / WOOD FENCE ELEVATION CONCRETE BLOCK STRUCTURE A/C AIR CONDITIONER ELEVATION F.O.B. POINT OF BEGINNING P.O.C. POINT OF COMMENCEMENT A ARC DISTANCE R RADIUS C CENTRAL ANGLE T.S.B. TRAFFIC SIGNAL BOX W.V. WATER VALVE S.V. SEWER VALVE W.M. WATER METER B.F.P. SET IRON ROD & CAP #64+8 F.H. FUSE HYDRANT W.W. WIRE WATER W.M. CONCRETE LIGHT POLE E.B. ELECTRIC BOX CL.P. NON VEHICULAR ACCESS LINE B.L.G.D. BUILDING HEIGHT HT. F.T.E. FINISH FLOOR ELEVATION FL.P. FLORIDA POWER AND LIGHT OFFICIAL RECORDS BOOK DB.B. DEED BOOK P.M.N. PERMANENT REFERENCE MONUMENT CO. CLEAN OUT ALTA AMERICAN LAND TITLE ASSOCIATION ACSM AMERICAN CONGRESS ON SURVEYING & MAPPING B.F.T. BASE FLOOD ELEVATION



NOTES:

- 1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 2. THE CERTIFICATION SHOWN HEREON TO THE EXTENT RELATING TO THE EXISTENCE OF EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD IS BASED UPON THE COMMITMENT FOR TITLE INSURANCE ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, ORDER NO. 1492118 (EFFECTIVE DATE: APRIL 28, 2011 / REVISED: MAY 18, 2011) 3. THIS SURVEY WAS DONE SOLELY FOR BOUNDARY PURPOSES AND DOES NOT DEPECT THE JURISDICTION OF ANY MUNICIPAL, STATE, FEDERAL OR OTHER ENTITIES. 4. THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT. 5. UNDERGROUND IMPROVEMENTS NOT SHOWN. 6. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988. 7. BENCHMARK REFERENCE: BROWARD COUNTY BENCHMARK # 3870 (ELEVATION = 10.417(MAVD88)) 8. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF PARCEL A, "OCEAN LAND POMPANO BEACH RESORT", P.B. 178, PG. 127, B.C.R., SAID LINE BEARS S89°33'52" W.

SURVEYOR'S CERTIFICATION

UNION TITLE SERVICES, INC. COMMONWEALTH LAND TITLE INSURANCE COMPANY WH POMPANO, LP, A LIMITED PARTNERSHIP

THAT (A) THIS SURVEY WAS PREPARED UNDER MY SUPERVISION; (B) THE LEGAL DESCRIPTION OF THE PROPERTY AS SET FORTH HEREIN, AND THE LOCATION OF ALL IMPROVEMENTS, FENCES, EASEMENTS, ROADWAYS, RIGHTS OF WAY AND SETBACK LINES WHICH ARE EITHER VISIBLE OR OF RECORD IN BROWARD COUNTY, FLORIDA (ACCORDING TO TITLE SEARCH REPORT; ORDER NUMBER: 3492118, EFFECTIVE DATE: APRIL 28, 2011 / REVISED: MAY 18, 2011), ARE ACCURATELY REFLECTED HEREON; AND (C) THIS SURVEY ACCURATELY DEDICTS THE STATE OF FACTS AS THEY APPEAR ON THE GROUND. THIS MAP AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY THE AMERICAN LAND TITLE ASSOCIATION ("ALTA"), THE AMERICAN CONGRESS ON SURVEYING AND MAPPING ("ACSM") AND THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS ("NSPS") IN 2011, AND INCLUDES ITEMS 1, 2, 3, 4, (R), (C), 7(C), 8, 9, 11 (G), 13, 14, 15, 16, 17 AND 18 OF TABLE A THEREOF, PURSUANT TO THE ACCURACY STANDARDS AS ADOPED BY ALTA, NSPS, AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, THE UNDERSIGNED FURTHER CERTIFIES THAT:

"THE SURVEY MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD, DISTANCE, AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/ACSM LAND TITLE SURVEYS"

DATED: 01/08/15 FOR THE FIRM BY: Richard E. Cousins, RICHARD E. COUSINS, PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA REGISTRATION NO. 4188.



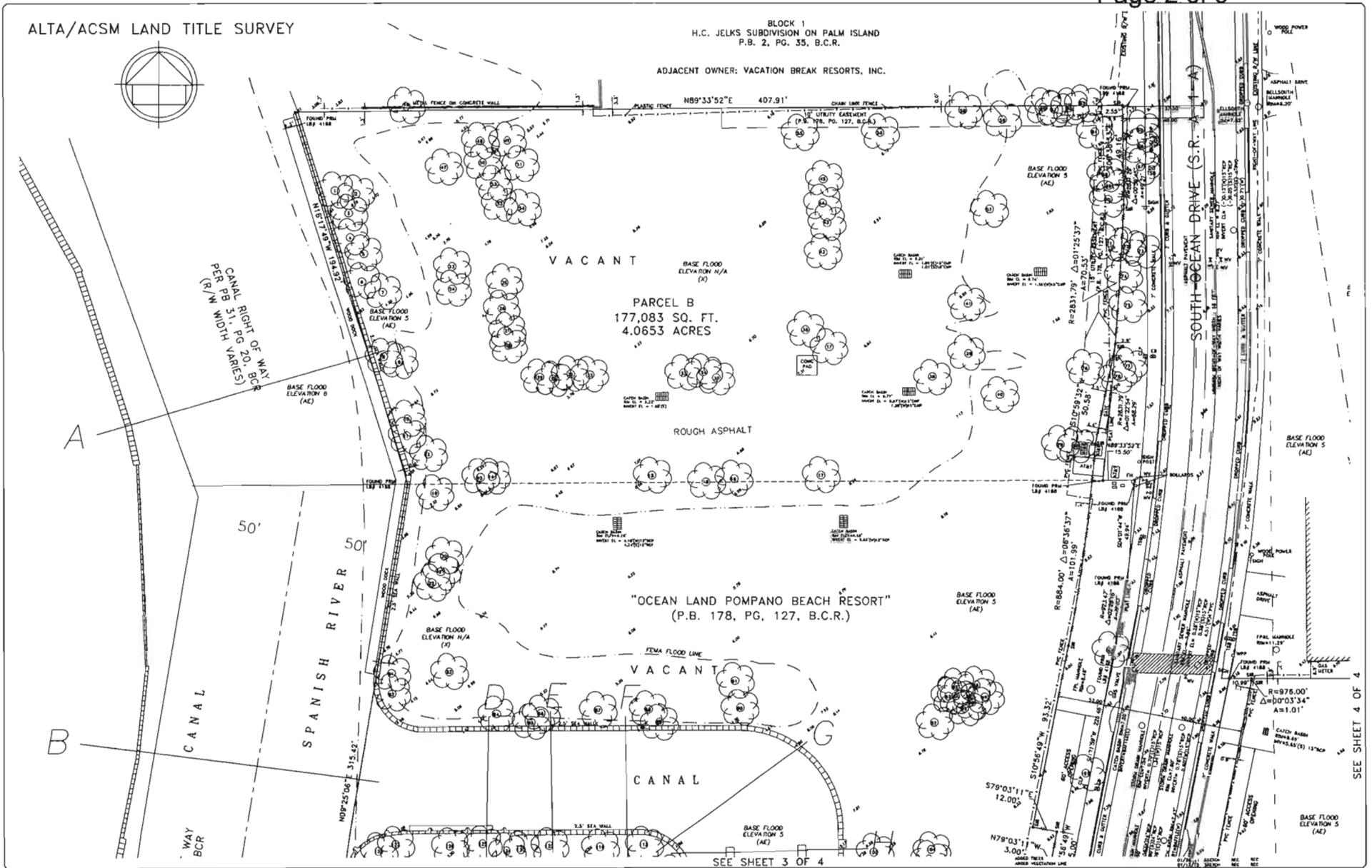
COUSINS SURVEYORS & ASSOCIATES, INC. 3921 SW 47TH AVENUE, SUITE 1011 DAVIE, FLORIDA 33314 CERTIFICATE OF AUTHORIZATION: LB # 6448 PHONE (954)889-7768 FAX (954)889-7799

CLIENT: MERRING VENTURES 1350 SOUTH OCEAN DRIVE POMPANO BEACH, FLORIDA

Table with columns: DATE, FB/PG, OWN, CKD, EXP. Lists revision details for various documents like 'CHANGING EASEMENT', 'SETBACKS', etc.

Table with columns: DATE, FB/PG, OWN, CKD, EXP. Lists revision details for 'LIMITED COVENANT #', 'LIMITED COVENANT #', etc.

PROJECT NO: 2878-99 SHEET 1 OF 5 SCALE: 1" = 20'



COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954)689-7786 FAX (954)689-7799

CLIENT :
MERRIMAC VENTURES

1350 SOUTH OCEAN DRIVE
POMPANO BEACH, FLORIDA

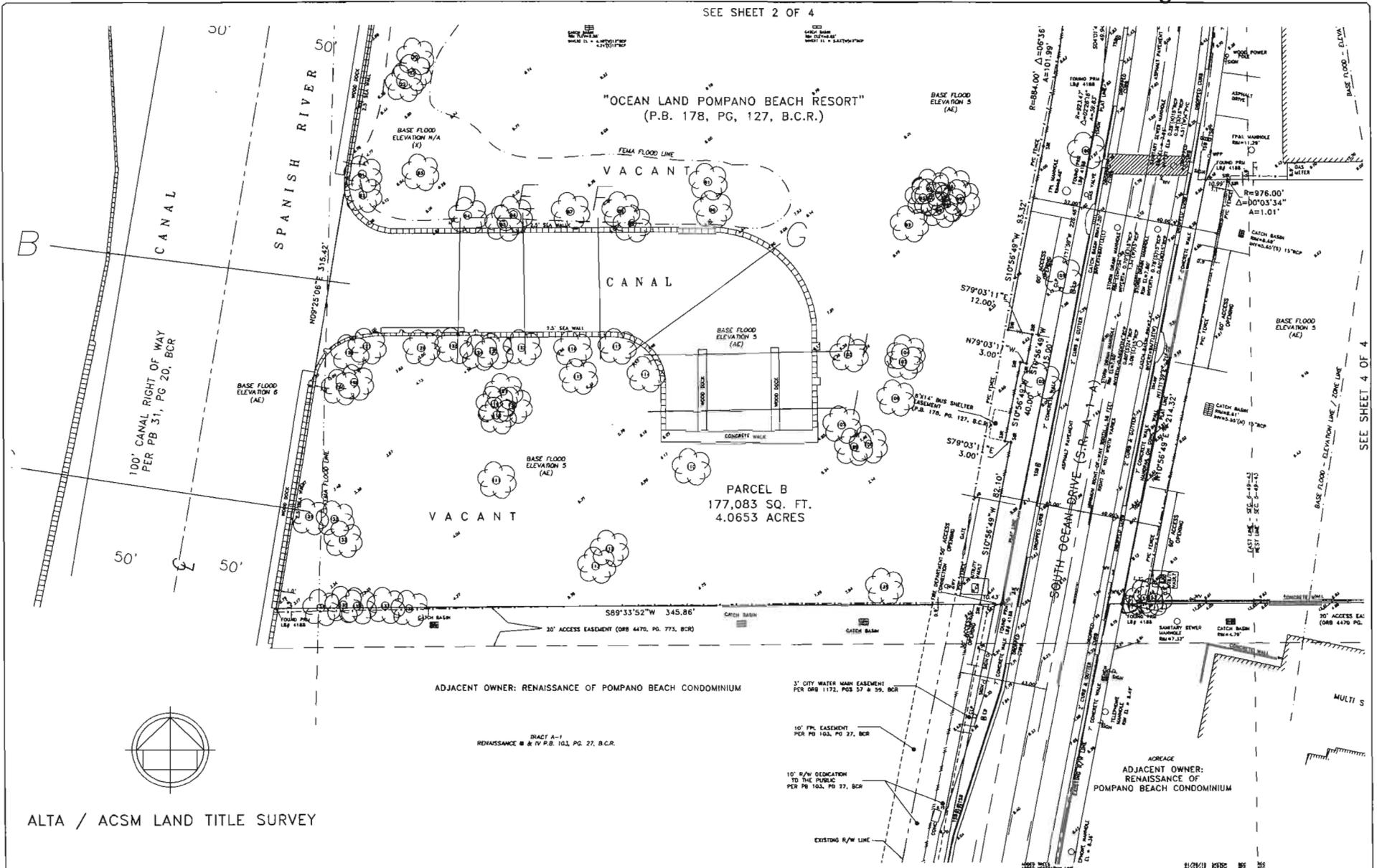
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UPDATE SURVEY WITH TREE LOCATION & ELEVATION	03/20/24			
ADD POINT ELEVATIONS TO EXISTING DIMENSIONS	03/20/24			
REWORK FLOOD ELEVATION INFORMATION	03/20/24			
ADD ADJACENT TILES	03/20/24			
REWORK LINE REVISIONS	03/20/24			
ADD VEGETATION LINE	03/20/24			

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SHRINK TIEBACK THROUGH TOP BRANCH OVER EXIST.	03/20/24			
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REWORK ELEVATION 16	03/20/24			
REWORK ELEVATION 16	03/20/24			
REWORK ELEVATION 16	03/20/24			
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REWORK ELEVATION 16	03/20/24			
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REWORK ELEVATION 16	03/20/24			
REWORK ELEVATION 16	03/20/24			

PROJECT NO: 2876-99
SHEET: 2 OF 5
SCALE: 1" = 20'
DATE: 03/20/24

SEE SHEET 2 OF 4



ALTA / ACSM LAND TITLE SURVEY

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3921 SW 47TH AVENUE, SUITE 1011
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CLIENT :
MERRIMAC
VENTURES

1350 SOUTH OCEAN DRIVE
POMPANO BEACH, FLORIDA

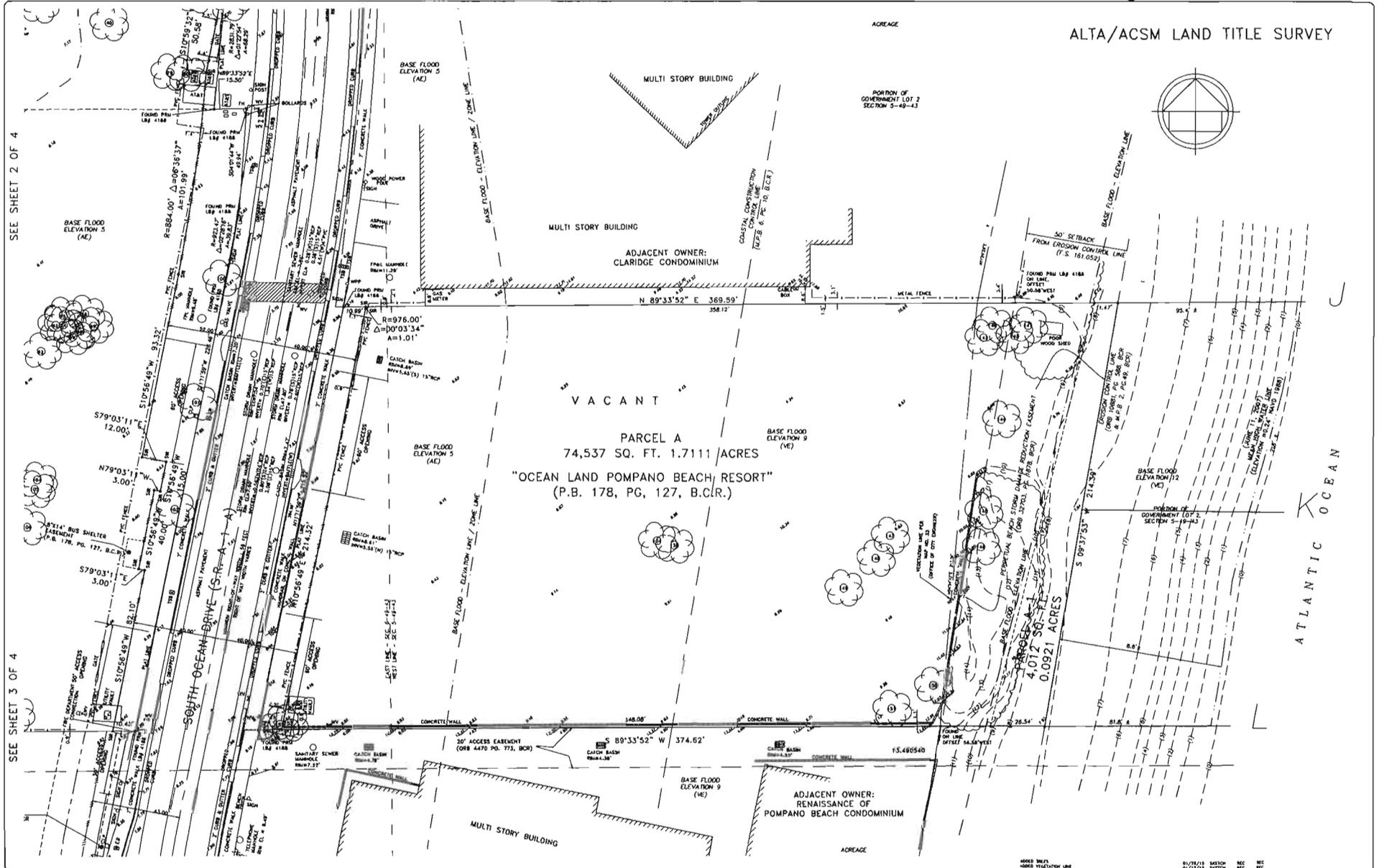
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02/10/20	AV	ME	ME	REVISED FLOOD ZONE INFORMATION
02/10/20	AV	ME	ME	ADDED CONTIGUOUS TREES
02/10/20	AV	ME	ME	REVISED LAND DEDICATION
02/10/20	AV	ME	ME	ADDED VEGETATION LINE

REVISIONS				
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02/10/20	AV	ME	ME	ADDED WINDSHIELD
02/10/20	AV	ME	ME	ADDED REVISIONS PER DOCUMENT NUMBER
02/10/20	AV	ME	ME	ADDED PER STATE 7 ZONE WINDSHIELD
02/10/20	AV	ME	ME	REVISIONS PER CLIENTS COMMENTS
02/10/20	AV	ME	ME	REVISIONS PER LANDOWNERS 2 ZONE LINE

REVISIONS				
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02/10/20	AV	ME	ME	REVISED CONCRETE TO
02/10/20	AV	ME	ME	ADDED PROPERTY N/W LINE & REVISED 'Y' EASEMENT EAST LINE
02/10/20	AV	ME	ME	ADDED TREES
02/10/20	AV	ME	ME	REVISED PER TITLE COMMITMENT
02/10/20	AV	ME	ME	UPDATE SURVEY

PROJECT NO:
2876-99
SHEET
3
OF
5
SCALE :
1" = 20'
SHEETS

ALTA/ACSM LAND TITLE SURVEY



COUSINS SURVEYORS & ASSOCIATES, INC.
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DAVE, FLORIDA 3314
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CLIENT :
MERRIMAC VENTURES

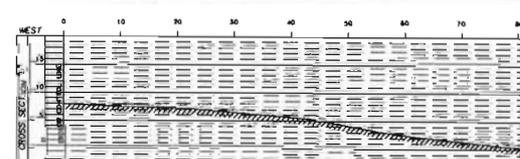
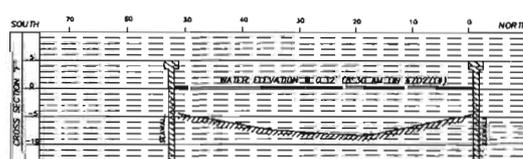
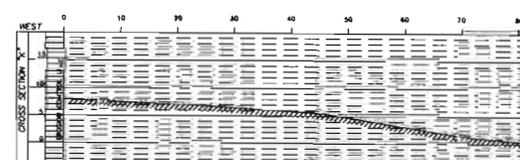
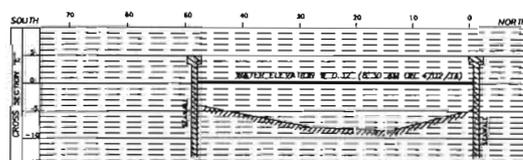
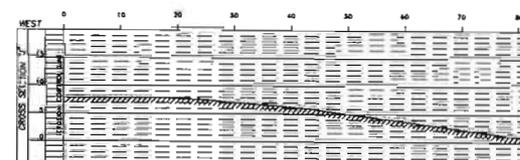
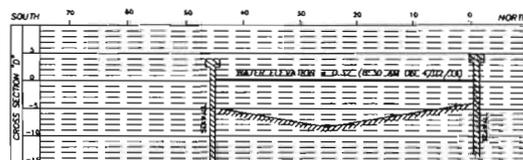
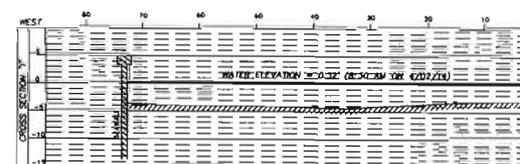
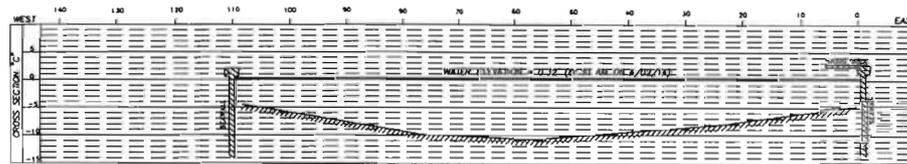
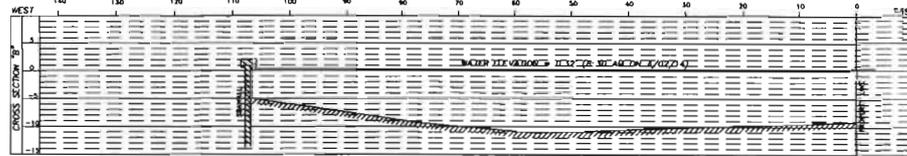
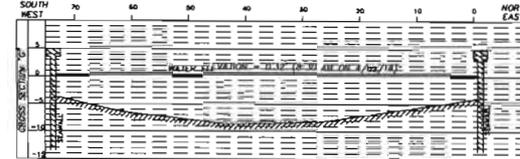
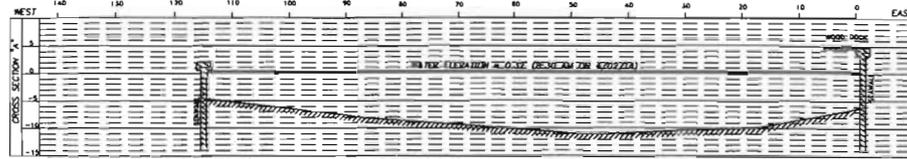
1350 SOUTH OCEAN DRIVE
POMPANO BEACH, FLORIDA

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PROJECT NO.
2876-99
SHEET
4 OF 5
SCALE :
1" = 20'
SHEETS



CROSS SECTIONS

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CLIENT :
MERRIMAC VENTURES
 1350 SOUTH OCEAN DRIVE
 POMPANO BEACH, FLORIDA

REVISIONS				
DATE	FB/PC	DWN	CHKD	DESCRIPTION
02/19/21	SECTION	AV	REC	UPDATE SURVEY WITH BEST AVAILABLE & EXISTING
02/19/21	SECTION	AV	REC	ADDED BOREHOLE ELEVATIONS TO MOUNDAGE SURVEY SHEET
02/19/21	SECTION	AV	REC	REVISED FLOOD ZONE INFORMATION
02/19/21	SECTION	AV	REC	ADDED BOREHOLE DATA
02/19/21	SECTION	AV	REC	REVISED LUMP DECOMPOSITION
02/19/21	SECTION	AV	REC	ADDED VEGETATION LINE

REVISIONS				
DATE	FB/PC	DWN	CHKD	DESCRIPTION
02/19/21	SECTION	AV	REC	ADDED BOREHOLE DATA FOR FLOOD ZONE CALC
02/19/21	SECTION	AV	REC	FINAL CORRECTION
02/19/21	SECTION	AV	REC	FINAL REVISION FOR MATERIALS REQUEST
02/19/21	SECTION	AV	REC	ADDED BOREHOLE DATA TO MOUNDAGE SURVEY SHEET
02/19/21	SECTION	AV	REC	REVISED PER ATTORNEY'S COUNSEL
02/19/21	SECTION	AV	REC	REVISED PER ATTORNEY'S COUNSEL
02/19/21	SECTION	AV	REC	ADDED VEGETATION & ABSES LINE

REVISIONS				
DATE	FB/PC	DWN	CHKD	DESCRIPTION
02/19/21	SECTION	AV	REC	REVISED SURVEY
02/19/21	SECTION	AV	REC	ADDED BOREHOLE DATA TO MOUNDAGE SURVEY SHEET
02/19/21	SECTION	AV	REC	REVISED PER TITLE COMMITTEE
02/19/21	SECTION	AV	REC	UPDATE SURVEY
02/19/21	SECTION	AV	REC	ADDED VEGETATION LINE

PROJECT NO: 2876-99
 SHEET: 5 OF 5
 SCALE: 1" = 20'

WH Pompano

**1350 South Ocean Boulevard
(East Parcel)**

Planned Development - Infill (PD-I)

A PD-I Rezoning Application to the
City of Pompano Beach, FL

Submitted June 5, 2015

Prepared for

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- EXHIBIT B Current Zoning
- EXHIBIT C Current Future Land Use
- EXHIBIT D Permitted Principal and Accessory Uses
- EXHIBIT E Intensity and Dimensional Standards
- EXHIBIT F Development Standards
- EXHIBIT G Deviations and Justifications

- PD-1 PD Regulating Plan
- PD-2 Water and Sewer Plan

I. INTRODUCTION

Purpose and Intent

The 1350 South Ocean (East) Planned Development - Infill (PD-I) District ("Development") is a residential project consisting of 92 residential units, 2,400 square feet of neighborhood retail uses and a 2,700 square foot beach-side cafe. The project has been designed to provide high quality residential uses in a uniquely designed luxury beach front environment. The PD-I rezoning of the site ensures that the project is designed and built with a superior design and innovative amenities that would not be possible under a traditional zoning district. The central theme of the design process has been to create structures that are compatible with the existing high density residential uses adjacent to the site on the North and South and provide new design criteria in the form of greatly enhanced tower setbacks from the beach with a smaller tower profile than what would otherwise be allowed. The west side of the project is designed with an emphasis on the pedestrian relationship with A1A by providing an inviting urban approach face to the public realm. The parking podium has been designed to match the urban in-fill environment with a lower height to preserve views and air and light around the project. The lower height of the parking podium results in a larger footprint which is appropriate for the urban environment. The impacts of the larger footprint on the side setbacks are mitigated with a superior landscaping plan. The roof of the garage podium is enhanced with an amenity deck with lush landscaping completely shielding the parking area and providing an attractive "fourth-façade" reducing the aesthetic and environmental impacts that would otherwise exist if the parking was exposed.

The proposed PD-I zoning will require a significantly smaller tower floor plate than that which would be permitted under a traditional RM-45 HR zoning. The PD-I also requires that the tower is built along a north-south axis on the western portion of the property protecting views from neighboring properties and allowing air and light around the project. By requiring that the height of the tower is pulled well back from the ocean, the PD-I provides a unique enhancement to the public realm of the public beach by providing the greatest amount of air and light on the beach front without obstruct view corridors from neighboring properties. Restraining the height of the structure into a slender tower on the west portion of the site ensures that the building will have the least impact on neighboring properties while providing an attractive streetscape along A1A.

The proposed PD-I regulations also requires significant sustainable design elements in the project above those required under traditional zoning categories. Various green elements including electrical car charging

stations and innovative and extensive bicycle storage systems to encourage multi-modal forms of transportation and reduced traffic and congestion are required as part of the building design. In order to reduce the heat gain and other negative effects of a traditional parking garage, the PD-I regulations will require a landscaped amenity deck on top of the parking garage.

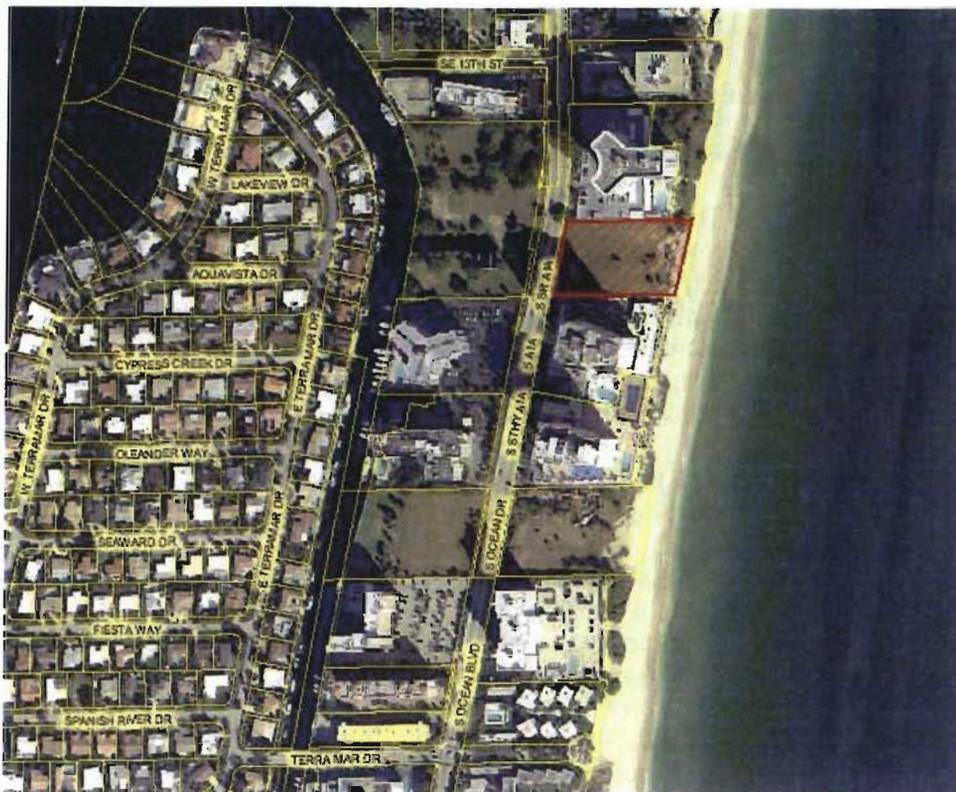
Landscape plantings in the PD-I will be required to exceed traditional code requirements in terms of the type, quality and size of plantings. The developer will be required to incorporate extensive native dune plantings thus enhancing and improving the sustainable nature of the traditional beach dune. Recognizing the urban nature of the site and the unique design elements incorporated with a lower parking and amenity podium than would otherwise be allowed, the impact from reduced podium setbacks will be mitigated by requiring enhanced landscape materials as part of the PD-I zoning.

The PD-I district is appropriate for the pending Residential-High Land Use classification and is consistent with the adopted objectives and policies for the classification. The PD-I sets additional development standards beyond those required under traditional zoning code requirements in order to maximize compatibility with the existing neighborhood. As such, it is critical to establish the PD-I district to create an innovative and dynamic project that is embraced by the community.

The purpose and intent of this document is to establish specific standards and procedures for the development of the subject property as a Planned Development - Infill (PD-I). This Planned Development (PD) document was developed in accordance with the standards and procedures set forth in Section 155.3602 (General Standards for Planned Development Districts) and Section 155.3607 (Planned Development – Infill PD-I) of the City of Pompano Beach's Land Development Code.

Project Location and Size

The subject site is located on the east side of South Ocean Boulevard SR A1A) between SE 13th Street and Terra Mar Drive. An aerial location map is provided below. The subject property is located between the 23-story Claridge Condominium to the north, the Atlantic Ocean to the east, the 27-story Renaissance I Condominium to the South and State Road A1A to the west.



Location Map

The legal description of the subject property is:

Parcels A and A-1 of Ocean Land Pompano Beach Resort, as recorded thereof in Plat Book 178, at Page 127 of the Public Records of Broward County, Florida.

The PD project is being proposed for development by WH Pompano, L.P. The subject site is 2.0 gross acres and 1.80 net acres. The property is currently zoned B-3. The project is also the subject of a pending Land Use Plan Amendment application to designate the property as High Residential on the City and County Future Land Use Plan Maps. The PD-I rezoning application will not be in full force and affect until the Land Use Plan Amendment is approved by the City of Pompano Beach and recertified by the Broward County Planning Council.

The project Legal Description is included in **Exhibit A**. The City's current Zoning Map and Future Land Use Plan Map are included as **Exhibits B & C**.

II. GENERAL STANDARDS FOR PLANNED DEVELOPMENT DISTRICT

A. PD Plan

1. Planning Objective

The Planned Development - Infill (PD-I) district is established to accommodate this small infill development site within the city's already developed areas. The PD-I district will enable a high-quality development on this site, yet require design elements that ensures infill development that is compatible with both surrounding existing development and available public infrastructure.

The project takes many innovative design approaches for the development of the overall project. They include:

- Building Design. Extensive community input has resulted in a building design which will preserve views for abutting properties. The design is carried over to the podium where views are preserved from abutting amenity decks of surrounding properties. The parking is wider and lower so that it does not interfere with views from the pool areas/amenity decks of the abutting properties. Additionally, the southeast corner of the tower has been chevroned to provide wider vistas from the abutting property to the south while minimizing shade impacts on the pool deck to the north.

The design location of the tower and the reduced height of the parking deck on the site significantly reduces shadows on the public beach and on the private pool/amenity decks of the project's neighbors. Furthermore, the proposed tower is 4,200 square feet smaller than the tower permitted by the RM-45HR regulations.

The project also exceeds the following dimensional standards:

- The front setback of the tower exceeds the RM-45 HR requirement by an additional 20 feet.
- The minimum pervious area is exceeded by 5% over the minimum required in RM-45HR.
- 0.41 acres of contiguous land of the total 1.8 acre site is being reserved for open space.
- The project proposed an 84% reduction in the number of permitted uses, and

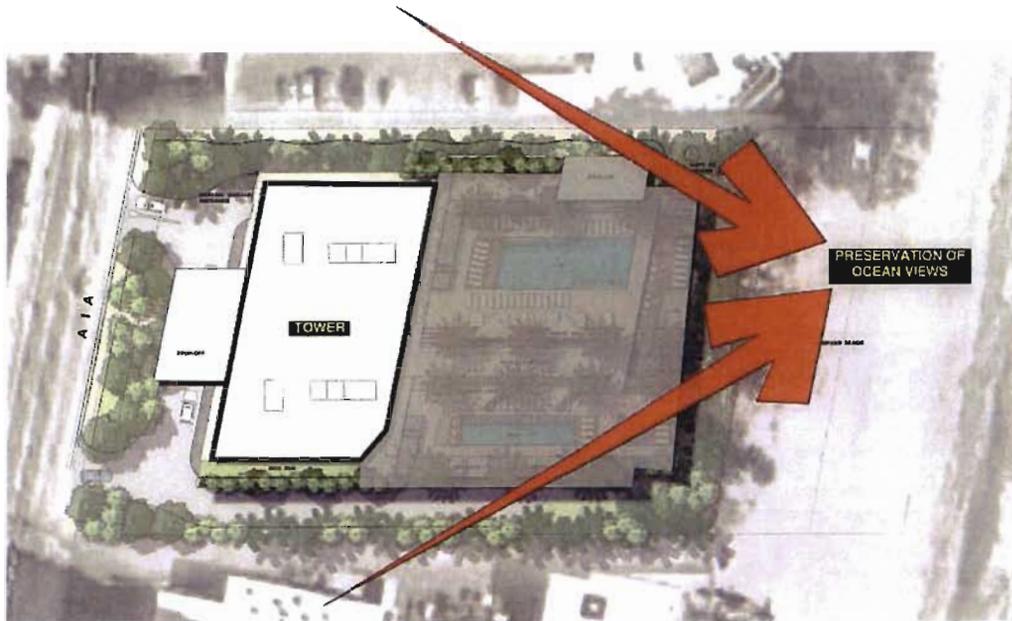
EXHIBIT "B"
REGULATING PLAN

- o A 49% reduction in the number of allowed accessory uses.

The illustrations below assist in visualizing the innovative design features. The area in **red** is the buildable area based on a 273 foot building with the RM-45 HR requirements. A building of this design would block the ocean/beach views of the abutting properties and would have a negative impact on the beach.



Below is the proposed tower which has a smaller floor plate than the RM-45HR floor plate above, but also preserves the views from the abutting properties.



- Landscaping. The project is designed to go over and above the minimum requirements of landscaping in terms of size and number of plantings. The project also will have a minimum of 30% pervious area which exceeds traditional code requirements. All planting will be one a half to two times (1.5-2x) the minimum size. The project will incorporate pervious pavers as well as lighter shades of pavers and pavement to reduce the albedo effect. Bioswales will be incorporated into the planting areas for the collection of rainwater. The project will also increase the native plantings on the beachside, dramatically improving the vegetative dune area and the environmental aesthetic of the area subject to permit review by the Department of Environmental Protection (DEP).

In addition to ground level plantings, the project amenity deck includes increased planting of trees and shrubs to enhance the experience for residents and guests.

- Unique Mix of Uses. The project contains a unique mix of uses including high-rise residential, ground floor retail/service and an oceanside café. These uses enhance the pedestrian experience for the site and surrounding area by providing unique shopping and dining experiences within walking and biking distance. Guest parking is also available for the retail and restaurant uses. Further, the oceanside café provides an amenity the area

EXHIBIT "B"
REGULATING PLAN

is currently lacking, allowing local residents and guest's access to food service from the beach.

- Multi-modal forms of transportation. Electric vehicle charging stations are provided within the parking garage at a ratio of one per 50 parking spaces. Bicycle storage of a minimum of 100 square feet for the building and bike racks for the oceanside café. Special racking systems are provided for residents to enable them to store bicycles in the garage on the wall in front of their cars at a ratio of 1 per two parking spaces. The project is designed to accommodate mass transit via a bus shelter easement located on the west side of A1A. The project site is also walking distance to the Pompano Beach Green Line bus service. Pedestrian and bicycle paths are designed within the site and connect to the sidewalks and bike lanes within the public right-of-way. There is an existing public beach access point immediately south of the property and one block to the north as well. This emphasis on multi-modal transportation will result in reduced traffic and congestion and will enhance the community and pedestrian experience.

2. General Development Areas

The subject site is located on the east side of South Ocean Boulevard (SR A1A) between SE 13th Street and Terra Mar Drive in the City of Pompano Beach, Florida. Access to the site will be provided via two access points along South Ocean Boulevard. Since the project is a small infill site there is only one general development area.

3. Type and Mix of Uses

The number of residential units, density of the site and nonresidential floor area are provided in the below table.

Max. Residential Use		
Use Type	Units	DU/acre
High Rise	92 units	46
TOTAL	92 units	46
Max. Non-Residential Use		
Use Type		Square Feet
Retail	Commercial (ground floor only)	2,000 sf
Restaurant	Commercial (ground floor only)	2,500 sf
TOTAL		4,500 sf

4. Open Space

The project site directly abuts the Atlantic Ocean. The general location and type of on-site open space is depicted on the PD Plan (PD-1).

The east 75 feet of the project site is open space including a 50 foot perpetual beach storm damage reduction easement and a 25 foot building setback from the City established dune vegetation line. The eastern 0.41 acres of the 1.8 acre or 23% of the project site is preserved as open space that directly abuts and enhances the public beach and Atlantic Ocean.

Besides direct access to the beach and Atlantic Ocean, recreation and open space opportunities are also offered to residents via the roof of the podium which is considered an amenities deck. The amenities will include:

- Lush landscaped areas
- Multi-tiered decks
- Pools
- Spas
- Lounging areas
- Pavilion

5. Natural Features

The project site is not listed on Broward County's Protected Natural Lands Inventory and contains no identified archaeological or environmentally significant features such as specimen trees, wetlands, listed species or listed species habitat.

There is a 50 foot perpetual beach storm damage reduction easement. As stated above, the eastern 0.41 acres of the 1.8 acre or 23% of the project site will be preserved as open space that directly abuts and enhances the public beach and Atlantic Ocean. The existing dune system will be enhanced with additional native planting and established sand pathways to prevent pedestrian from damaging the dune system. The proposed increase the native plantings on the beachside will dramatically improve the vegetative dune area subject to permit review by the Department of Environmental Protection (DEP).

6. Access/Transportation/Circulation

Access to the site is provided via two access points on South Ocean Boulevard (SR A1A). These locations have been established by non-vehicular access lines on the face of the plat and conceptually approved by the Florida Department of Transportation (FDOT).

The subject site is also well positioned to take advantage of mass transit opportunities due to its location along South Ocean Boulevard. The site is serviced by Broward County Transit route 11; and is within walking distance of Pompano Beach Community Bus Green Route. Residents will easily be able to access mass transit and transfer to other connections/destinations.

Electric vehicle charging stations are provided within the parking garage. Bicycle storage and special racking systems are provided for residents as well as a bicycle rack for the public near the ocean-side café which has access to the beach.

The on-site vehicular traffic and pedestrian circulation systems is depicted on the PD Plan **(PD-1)**.

7. Potable Water/Wastewater

There are currently adequate public water and wastewater facilities available to service the proposed project. The general location of proposed on-site potable water and wastewater facilities are depicted on the Conceptual Master Utilities Layout **(PD-2)**. On-site potable water and wastewater facilities will connect to city systems.

8. Stormwater Management

As required by regulations of the City of Pompano Beach and Broward County, all stormwater will be retained on-site. The general location of proposed on-site stormwater management facilities will be depicted on the civil engineering drawings submitted with the site plan.

9. On-site Public Facilities

The public will be able to enjoy the retail and restaurant offerings on the property. No other on-site public facilities are

anticipated other than typical fire protection, solid waste facilities and franchised utilities.

B. Consistency with City Plans

The PD-I zoning designation and PD Plan are consistent with the proposed Comprehensive Plan amendment under review. The PD-I zoning will permit the development of the 92-unit mixed development. The proposed development is consistent and compatible with existing adjacent uses.

C. Compatibility with Surrounding Areas

The subject site is being developed in a manner that ensures the proposed residential development is context sensitive to adjoining existing land uses. The residential use and commercial uses of the subject site in relation to adjacent residential and nearby commercial in effect promotes an environment of complementary mixed uses while ensuring that the residential use of the subject site is not adversely impacted. Furthermore, the beachside café provides an amenity the area is currently lacking, allowing local residents and guest's access to food service from the beach.

The building designers have gone to great lengths to preserve view corridors of the beach and ocean and to maximize compatibility of height and mass with the existing neighborhood. In addition, the building has been designed such that the podium of the building does not interfere with the quiet enjoyment of surrounding amenity decks from abutting condominiums and the tower of the building preserves the view corridors of abutting properties. The project will also increase the native plantings on the beach, dramatically improving the environmental surrounding aesthetic.

D. Development Phasing Plan

The development of the proposed project is planned to be one (1) phase.

E. Conversion Schedule

There is no conversion schedule associated with the PD Plan. The residential use for this PD plan will be multifamily and the nonresidential uses shall be limited to ground floor retail and restaurant uses (as included in the permitted and accessory use table in the PD plan).

F. Dedications

The developer/landowner has dedicated all required public the rights-of-way via the plat for access along South Ocean Boulevard (SR A-1-A). Florida Department of Transportation (FDOT) has conceptually approved the driveway openings for the project. Internal easements shall be provided to utility providers as necessary.

G. PD Agreement

The PD Agreement, if required by the City in lieu of the PD Regulating Plan, shall incorporate by reference, but not be limited to:

1. Conditions related to approval of the application for the PD zoning district classification;
2. The PD Plan, including any density/intensity standards, dimensional standards, and development standards established in the PD Plan;
3. Conditions related to the approval of the PD Plan, including any conditions related to the form and design of development shown in the PD Plan;
4. Provisions addressing how transportation, potable water, wastewater, stormwater management, and other public facilities will be provided to accommodate the proposed development;
5. Provisions related to environmental protection and monitoring;
6. Identification of community benefits and amenities that will be provided to compensate for the added development flexibility afforded by the PD district; and
7. Any other provisions the City Commission determines are relevant and necessary to the development of the planned development in accordance with applicable standards and regulations.

III. Planned Development - Infill

A. Purpose

The Planned Development - Infill (PD-I) district is established and intended to accommodate small-site infill development within the city's already developed areas. The PD-I district is intended to provide the flexibility to enable high-quality, mixed-use development on relatively small sites, yet require design that ensures infill

development is compatible with both surrounding existing development and available public infrastructure. The PD-I district is appropriate with the proposed Residential Land Use Plan classification and is consistent with the adopted objectives and policies for the classification.

B. Use Standards

The project's principal uses are comprised of 92 high-rise multi-family residential units plus ground floor retail and restaurant facilities. The uses proposed are permitted uses under the proposed High Residential land use designation, and under the proposed PD-I zoning designation.

The Permitted Principal use list for PD-I in the Pompano Land Development Code includes 111 permitted uses. The developer is proposing only 17 of the 111 permitted uses. This is 85% reduction in the number of permitted uses. Likewise, the Accessory Uses list for PD-I in the Pompano Land Development Code includes 45 accessory uses. The developer proposes only 23. This is a 49% reduction in the number of accessory uses for this project. Attached in **Exhibit D** is the proposed Permitted Principle and Accessory Use List.

C. Intensity and Dimensional Standards

Site intensity and dimensional standards for the project are attached as **Exhibit E** and incorporated into the PD Plan.

D. Development Standards

Site-specific development standards for the project are provided in **Exhibit F**.

E. Deviations and Justifications

Site deviations and justifications for the project are provided in **Exhibit G** and will be incorporated onto the PD Plan after DRC review.

EXHIBITS

EXHIBIT A

Legal Description

Parcels A and A-1 of Ocean Land Pompano Beach Resort, as recorded in Plat Book 178, at Page 127, of the Public Records of Broward County, Florida.

EXHIBIT B

Zoning Map

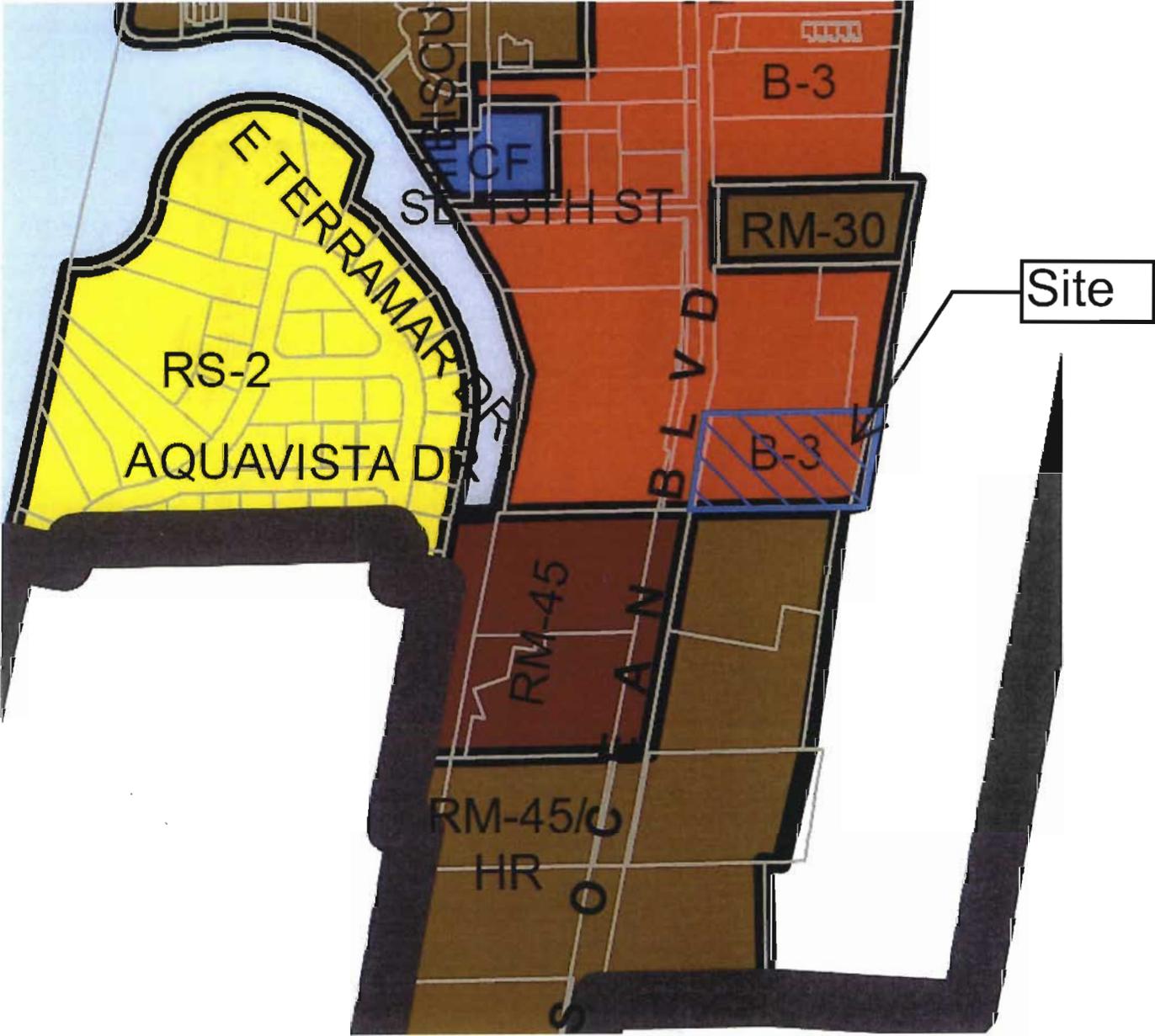


EXHIBIT C

Future Land Use Map

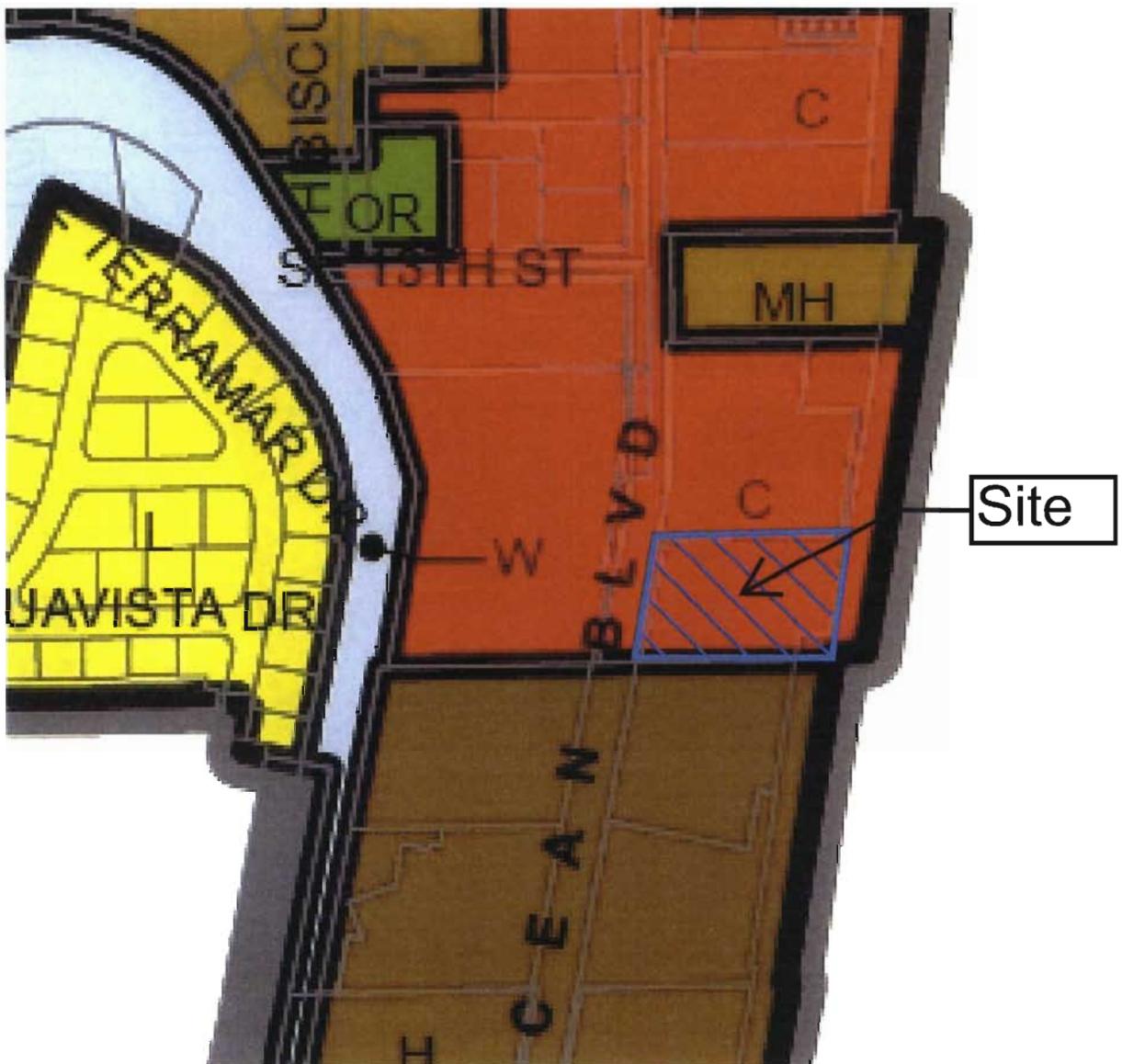


EXHIBIT D

PERMITTED AND ACCESSORY USE TABLE		
P = PERMITTED PRINCIPAL USE		
A = PERMITTED ACCESSORY USE		
USE CATEGORY (PRINCIPAL USES) AND/OR USE TYPE	PLANNED DEVELOPMENT DISTRICT INFILL – PD-I	USE-SPECIFIC STANDARDS
Principal Uses		
Residential		
Dwelling, multifamily	P	155.4202.C
Dwelling, mixed-use	P	155.4202.G
Principal Uses		
Commercial		
Animal grooming	P	155.4214.A
Business service center	P	155.4216.A
Travel agency	P	155.4216.G
Restaurant	P	155.4218.E
Specialty eating or drinking establishment	P	155.4218.F
Professional Office	P	155.4220.B
Art, music, dance studio	P	155.4221.A
Dry cleaning or laundry drop-off establishment	P	155.4221.E
Personal and household goods repair establishment	P	155.4221.J
Personal services establishment	P	155.4221.K
Art gallery	P	155.4222.B
Book or media shop	P	155.4222.D
Grocery or convenience store	P	155.4222.F
Drug store or pharmacy	P	155.4222.G
Other retail sales establishment	P	155.4222.P
Accessory Uses		
Automated teller machine (ATM)	A	155.4303.C
Bike rack	A	155.4303.D
Canopy, vehicular use	A	155.4303.E
Electric vehicle (EV) level 1 or 2 charging	A	155.4303.K

EXHIBIT D

Electric vehicle (EV) level 3 charging	A	155.4303.L
Fence or wall	A	155.4303.O
Green roof	A	155.4303.R
Home based business	A	155.4303.S
Outdoor seating, including sidewalk cafes (as accessory to eating and	A	155.4303.V
Rainwater cistern or barrel	A	155.4303.Z
Retail sales (as accessory uses)	A	155.4303. BB
Satellite dish	A	155.4303. CC
Small wind energy system	A	155.4303. DD
Solar energy collection system	A	155.4303. EE
Swimming pool or spa or hot tub	A	155.4303.GG
Television or radio antenna	A	155.4303.HH
Mechanical Equipment and similar	A	155.4303.JJ
Uncovered porches, decks, patios, terraces, or walkways	A	155.4303.KK
Flagpoles	A	155.4303.LL
Lighting fixtures, projecting or freestanding	A	155.4303.MM
Gazebo	A	155.4303.NN
Eating and drinking establishments (as an accessory use)	A	155.4303.PP

EXHIBIT E

Intensity and Dimensional Standards

C. Intensity and Dimensional Standards ¹	PD-I	B-3	Variance w/PD-I	RM-45HR	Variance w/ PD-I
Lot area, minimum (sq ft)	N/A	10,000 ²	N/A	8,800	N/A
Lot width, minimum (ft)	N/A	100 ²	N/A	75	N/A
Density, maximum (du/ac)	46	46 ^{2,3}	None	45	+1
Lot coverage, maximum (% of lot area)	60	60	None	60 ²	None
Pervious area, minimum (% of lot area)	30	20	+10	25 ²	+5
Height, maximum (ft)	273	105 ⁴	+168	N/A ⁴	None
Front yard setback, minimum (ft) A1A	13 Awning 45 Building	0	+13 +45	25	-12 +20
Street side yard setback, minimum (ft)	10	0 ^{2,5}	-10	10 ^{2,6}	None
Setback from a waterway or canal, minimum (ft)	25	15	+10	25	None
Setback from a dune vegetation line, minimum (ft)	25 Podium 100 Tower	25	None +75	25	None +75
Interior side yard setback, minimum (ft) North Side	18 Podium 28 Tower	0 ^{2,5}	+18 ⁵ -27.75	10 ^{2,6,7}	+1 ⁶ -35.25 ⁶
Interior side yard setback, minimum (ft) South Side	30 Podium 30 Tower	0 ^{2,5}	+30 ⁵ -25.75	10 ^{2,6,7}	+13 ⁶ -33.25 ⁶
Rear yard setback, minimum (ft)	10	30 ⁵	-20	10	None
NOTES: [sq ft = square feet; ft = feet; du/ac = dwelling units/acre]					
<p>1. See measurement rules and allowed exceptions/variations in Article 9: Part 4.</p> <p>2. For townhouse development, applies only to the development site as a whole, provided individual townhouse lots have a minimum area of 1,800 sq ft and a minimum width of 18 ft.</p> <p>3. Residential development on land classified as Commercial by the Land Use Plan is subject to allocation of flex or reserve units in accordance with Chapter 154, Planning.</p> <p>4. Structures within the Air Park Overlay (APO) zoning district must also comply with the height limits in Section 155.3707.</p> <p>5. Those portions of a structure extending above a height of 50 feet shall be set back an additional 1 ft for each 4 ft (or major fraction thereof) the height of the portion of the structure exceeds 50 ft.</p> <p>6. Those portions of a structure extending above a height of 20 feet shall be set back an additional 1 ft for each 4 ft (or major fraction thereof) the height of the portion of the structure exceeds 20 ft.</p>					

EXHIBIT F

ARTICLE 5: DEVELOPMENT STANDARDS

Part 1 Access, Circulation, Parking, and Loading

155.5101. Access and Circulation

155.5102. Off-Street Parking and Loading

Part 2 Landscaping and Tree Preservation

155.5201. Purpose

155.5202. Best Management Practices; Administrative Manual

155.5203. Landscaping

155.5204. Tree Preservation

155.5205. Florida-friendly Fertilizer Use

Part 3 Screening, Fences, and Walls

155.5301. Screening

155.5302. Fences and Walls

Part 4 Exterior Lighting

155.5401. General Exterior Lighting Standards

155.5402. Lighting Requirements for Marine Turtle Protection

Part 8 Sustainable Development Standards

155.5801. Purpose

155.5802. Sustainable Development Point Requirement

155.5803. Bonuses for Sustainable Development Features

EXHIBIT F

Note: Changes/Deviations to the adopted City Code as of May 5, 2015.

PART 1 ACCESS, CIRCULATION, PARKING, AND LOADING

155.5101. ACCESS AND CIRCULATION

A. Purpose

The purpose of this section is to ensure that developments are served by a coordinated multimodal transportation system that permits the safe and efficient movement of motor vehicles, emergency vehicles, transit, bicyclists, and pedestrians within the development and between the development and external transportation systems, neighboring development, and local destination points such as places of employment, schools, parks, and shopping areas. Such a multimodal transportation system is intended to provide transportation options, increase the effectiveness of local service delivery, reduce emergency response times, promote healthy walking and bicycling, facilitate use of public transportation, contribute to the attractiveness of the development and community, connect neighborhoods and increase opportunities for interaction between neighbors, reduce vehicle miles of travel and travel times and greenhouse gas emissions, improve air quality, minimize congestion and traffic conflicts, and preserve the safety and capacity of community transportation systems.

B. Applicability

All applications for approval of a Major Site Plan shall comply with the standards in this section.

C. Consistency With Plans

The design and construction of access and circulation systems associated with a development shall be consistent with the transportation goals, objectives, and actions in the Pompano Beach Comprehensive Plan, the Pompano Beach Master Arterial Street Plan, Broward County Trafficways Plan, and other city-adopted plans addressing transportation (including transportation plans, transit plans, corridor plans, and small area plans).

D. Multimodal Transportation System

Access and circulation systems associated with a development shall provide for multiple travel modes (vehicular, transit, bicycle, and pedestrian), as appropriate to the development's size, character, and relationship to existing and planned community transportation systems. Vehicular, transit, bicycle, and pedestrian access and circulation systems shall be coordinated and integrated as necessary to offer the development's occupants and visitors improved transportation choices while enhancing safe and efficient mobility throughout the development and the community.

E. Circulation Plan Required

Applications for Major Site Plan Approval (Section 155.2407) shall include a circulation plan that addresses street connectivity, emergency and service vehicle access, parking movements, accommodation of loading operations, turning radii, traffic calming measures where future "cut-through" traffic is likely, and similar issues.

F. Developer Responsibility for Street Improvements

1. On-Site

a. If a street is proposed within a development site, the developer shall provide roadway, bikeway, sidewalk, and other access and circulation improvements in accordance with the standards in this section, and shall dedicate any required rights-of-way or easements.

EXHIBIT F

b. If a development site includes the proposed corridor of a street designated on the Broward County Trafficways Plan as an arterial street, the development shall incorporate provision of the arterial street into the design of the development. The developer shall be responsible for constructing roadway, bikeway, sidewalk, and other access and circulation improvements that meet at least those standards in this section applicable to collector streets, and shall dedicate right-of-way that meets the right-of-way width standards for the arterial street, as appropriate.

2. Off-Site

If a development site fronts on and obtains vehicular access from an existing street, the developer shall be required to dedicate additional right-of-way along the street frontage or in the vicinity of the development and to provide roadway, bikeway, sidewalk, and other access and circulation improvements within the street right-of-way where the city determines such improvements are reasonably necessary to ensure the safe, convenient, efficient, and orderly accommodation of vehicular and pedestrian traffic demands and impacts generated by the proposed development. Such improvements may include, but are not limited to, turn lanes, deceleration and acceleration lanes, widening or paving of substandard roadways, medians, bike lanes, sidewalks, sidewalk ramps and crossings, and the relocation or improvement of utility lines and facilities needed to accommodate street improvements. The extent of required dedications and improvements related to the abutting street shall be roughly proportional to the traffic demands and impacts generated to and along that street by the proposed development.

G. Vehicular Access and Circulation

1. Vehicular Accessway Classifications

As a basis for application of many of the vehicular access and circulation standards in this subsection, proposed and existing vehicular accessways shall be classified in accordance with the following classifications, which reflect the accessway's relative functions in providing access to and from principal origin and destination points and accommodating travel mobility. Driveways represent the lowest basic classification and principal arterial streets the highest basic classification.

a. Driveways

Driveways include accessways that function solely to provide direct and immediate vehicular access between an alley or street and the principal origin and destination points within an abutting development, or part of a large development. They generally handle low vehicular travel speeds and traffic volumes, but may handle moderate to high vehicular traffic volumes within large commercial and mixed-use developments (e.g., driveways within shopping center parking areas).

b. Alleys – Not Applicable

c. Local Streets - Not Applicable

d. Collector Streets – Not Applicable

e. Minor Arterial Streets – Not Applicable

f. Principal Arterial Streets

Principal arterial streets primarily function to channel intercity vehicular traffic to and through the city and to provide travel mobility among the city's major activity centers by connecting minor arterial streets with each other and with collector streets. They include freeways/expressways and other generally major roadways, handle moderate to high travel speeds and traffic volumes over relatively long distances, and provide very limited direct driveway access to abutting development. Principal arterial streets are designated on the Broward County Trafficways Plan.

2. Required Vehicular Access and Circulation

EXHIBIT F

A development shall be served by a system of vehicular accessways that permits safe, convenient, efficient, and orderly movement of firefighting and other emergency vehicles, public transit and school buses, garbage trucks, delivery vehicles, service vehicles, and passenger motor vehicles among the following origin and destination points within the development, and between these internal origin and destination points and the external roadway system, as appropriate for the type of vehicle:

- a. Firefighting vehicles: Points within the distance from buildings and facilities prescribed for fire department access in the Florida Fire Prevention Code.
- b. Other emergency vehicles: Points within 150 feet of all buildings (or the buildable area of lots, for subdivisions), major structures, and major recreational facilities.
- c. Public transit and school buses: Designated or planned bus stops and shelters.
- d. Garbage trucks: Bulk refuse containers and points within 150 feet of individual refuse receptacle storage/collection sites.
- e. Large delivery trucks: Off-street loading spaces.
- f. Small delivery trucks, service vehicles, and passenger motor vehicles: Off-street parking spaces.

3. Vehicular Access Management

a. Limitation on Direct Access Along Arterial and Collector Streets

Direct driveway access to a development's principal origin or destination points (including individual lots in a subdivision) shall be located at least 100 lineal feet from an intersection with McNab Road, Blount Road, a principal arterial street, minor arterial street, or collector designated on the Broward County Trafficways Plan. Direct driveway access may be provided directly from a principal arterial street, minor arterial street, or local collector designated on the Broward County Trafficways Plan only if:

- i. No alternative direct vehicular access from a lower-classified accessway (e.g., local street, driveway, or alley) is available or feasible to provide;
- ii. Only one two-way driveway, or one pair of one-way driveways, is allowed onto lots with 200 or less feet of lot frontage on the arterial or collector street, and no more than one additional two-way driveway or pair of one-way driveways per additional 200 feet of frontage; and
- iii. The development(s) served by the driveway is expected to generate an average daily traffic (ADT) count of 1,000 trips or less, or the Development Service Director determines that the origin or destination points accessed by the driveway will generate sufficiently low traffic volumes, and the adjacent arterial or collector street has sufficiently low travel speeds and traffic volumes, to allow safe driveway access while preserving the safety and efficiency of travel on the arterial or collector street.

b. Limitation on Direct Access Along Other Streets

The following standards shall apply to vehicular access along a street other than an arterial or collector street designated on the Broward County Trafficways Plan.

- i. Not Applicable.
- ii. For multifamily dwellings other than triplex and fourplex dwellings, and for institutional, commercial, and industrial developments, the number of vehicular access points along a street shall be minimized as necessary to protect the function, safety, and efficiency of travel on the street and any associated bikeways and sidewalks.
- iii. Not Applicable.

c. Driveway Intersection Spacing Along State Roads

EXHIBIT F

The minimum spacing between adjacent driveway intersections along a State road—or between a driveway intersection along a State road and an adjacent street intersection—shall comply with the access management standards in Fla. Admin. Code R. 14-97. All proposed openings will require a FDOT conceptual driveway permit.

d. Shared Driveways – Not Applicable due to abutting sites having existing access.

4. Vehicular Connectivity

a. Purpose

The purpose of the following vehicular connectivity standards is to enhance safe and convenient mobility within and between neighborhoods and developments that helps integrate and connect neighborhoods, allow residents to conveniently visit neighbors and nearby activity centers without compromising the capacity of the city's arterial streets to accommodate through traffic, improve opportunities for comprehensive and convenient transit service, enhance efficient provision of public services, and improve the speed and effectiveness with which emergency services and police and fire protection can be provided to city residents and properties.

b. Cross Access Between Adjoining Development - Not Applicable due to abutting sites having existing access.

5. General Accessway Layout and Design

a. Coordination with Transit, Bicycle, and Pedestrian Access and Circulation

i. The vehicular access and circulation system of a development located on a site abutting an existing or planned transit route shall accommodate a transit stop and other associated facilities unless the Development Services Director determines that adequate transit facilities already exist to serve the needs of the development.

ii. The vehicular access and circulation system of a development shall be coordinated with the bicycle and pedestrian access and circulation systems within and adjacent to the development to minimize conflicts.

b. Traffic Control and Calming Measures

Traffic-calming measures—such as, but not limited to, diverters, street gardens, and curvilinear alignments—shall be integrated into a development's vehicular circulation system where necessary to mitigate the impact of potential future cut-through traffic.

6. Roadway Layout and Design

Except as otherwise provided in this section, the design and construction of:

a. Roadways for state roads shall be approved by the Florida Department of Transportation in accordance with its roadway design standards;

b. Roadways for county roads shall be approved by Broward County in accordance with its roadway design standards; and

c. Roadways for city streets shall be approved by the Director of Public Works in accordance with the standards in Chapter 100 (Streets and Sidewalks) of the Code of Ordinances.

7. Driveway Layout and Design

a. Driveway Width

All driveways shall comply with the following minimum width requirements:

i. One-way driveways shall be at least 12 feet wide, as measured between the edges of paving.

ii. Two-way driveways shall be at least 24 feet wide, as measured between the edges of paving.

b. Driveway Width and Dimensional Requirements for Single-Family Dwellings – Not Applicable

EXHIBIT F

c. Dead-End Driveway Length

Driveways that do not connect back to a street shall be no longer than 150 feet unless they include adequate provision for fire trucks to turn around, as approved by the Fire Chief.

d. Driveway Intersections

In addition to the standards in Section 155.5101.G.3.c, Driveway Intersection Spacing Along State Roads, driveway intersections shall comply with the following standards:

i. Alignment

To the maximum extent practicable,

(A) Driveway intersections along a street shall line up with existing or approved driveway or roadway intersections on the opposite side of the street unless the intersections are separated by a median in the street.

(B) The angle of driveway approaches to an intersection with a street shall be approximately 90 degrees for two-way driveways and between 60 degrees and 90 degrees for one-way driveways.

ii. Proximity to Adjoining Property

Except for shared driveways provided in accordance with Section 155.5101.G.3.d, Shared Driveways, driveway intersections shall be spaced from an adjoining property line by at least two feet or such greater distance needed to avoid encroachment of the driveway radius onto the adjacent property or interference with safe use of a driveway on the adjoining property.

iii. Medians in Driveway Entrances

Medians may be provided at driveway entrances provided:

(A) No signage is included within the median other than traffic signs and a monument sign not exceeding a height of three feet;

(B) Planted material within the median is limited to understory trees , shrubs , ground cover, and grass; and

(C) The minimum driveway width is maintained for each travel and turning lane

8. Vehicle Stacking Space

a. For Drive-through and Related Uses – Not Applicable

b. For Parking Lot Entrance Driveways

Nonresidential uses shall provide stacking lanes between the edge of the street right-of-way and entrances into off-street parking areas in accordance with the minimum stacking lane distance established in Table 155.5101.G.8.b: Minimum Stacking Lane Distance for Parking Lot Entrance Driveways. (See Figure 155.5101.G.8.b: Stacking lane for a parking lot entrance driveway.)

TABLE 155.5101.G.8.B: MINIMUM STACKING LANE DISTANCE FOR PARKING LOT ENTRANCE DRIVEWAYS

TABLE 155.5101.G.8.B: MINIMUM STACKING LANE DISTANCE FOR PARKING LOT ENTRANCE DRIVEWAYS	
Number of Off-Street Parking Spaces	Minimum Stacking Lane Distance (ft) ²
1 - 49	25
50 - 249	50 from the edge of building
250 – 499	100

EXHIBIT F

500 or more	100 + 15 ft for every additional 50 spaces beyond 500
<p>NOTES:</p> <p>1. <u>Entrances into parking structures may be credited towards the stacking lane distance requirement.</u></p> <p>2. Stacking lane distance is measured from the intersection of the driveway with the street right-of-way, along the centerline of the stacking lane, to its intersection with the centerline of the first entrance into a parking area or other internal intersecting driveway. <u>The centerline of the intersecting driveway shall not be applicable if the driveway does not include parking spaces as identified in Figure 155.5101.G.8.b.</u></p>	

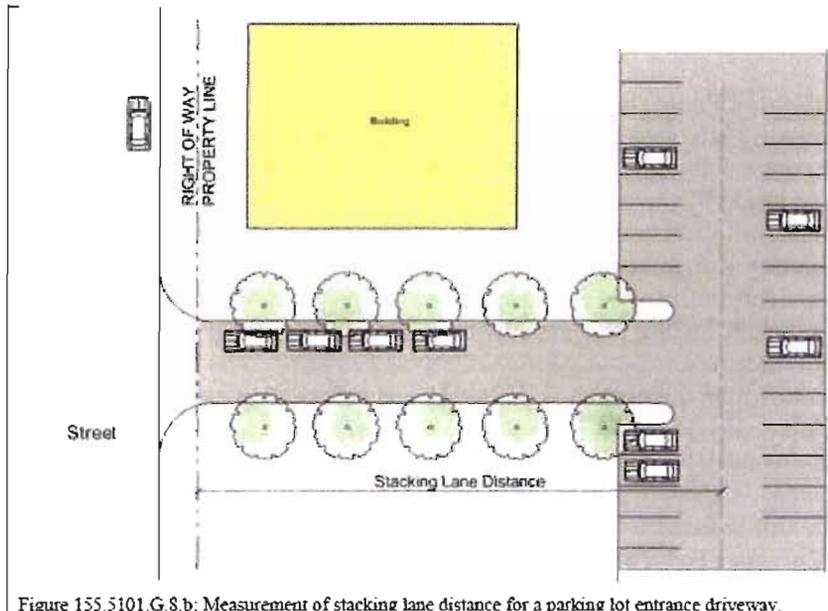


Figure 155.5101.G.8.b: Measurement of stacking lane distance for a parking lot entrance driveway

Figure 155.5101.G.8.b: Measurement of stacking lane distance for a parking lot entrance driveway

9. Sight Triangles

a. Intersections Involving State Roads

Sight triangles shall be established at each corner of the intersection of a State road with any other street in accordance with the Florida Department of Transportation's intersection sight distance standards.

b. Other Intersections – Not Applicable

c. Limits on Obstructions to Cross-Visibility

Within a roadway or driveway intersection sight triangle, no fence, wall, sign, earthworks, hedge, shrub, or other structure or planting shall be located, maintained, or permitted to grow between the heights of three and six feet above the grade elevation of the adjacent roadway or driveway. Public safety and utility devices (such as streetlights, street signs, and telephone poles), as well as sign poles and trees less than eight inches in diameter, are exempt from this standard, provided their number and location is limited—and the limbs and foliage of any such trees are

EXHIBIT F

trimmed—so as to ensure provision of the required unobstructed cross-visibility. (See Figure 155.5101.G.9.c, Sight triangle clear visibility.)

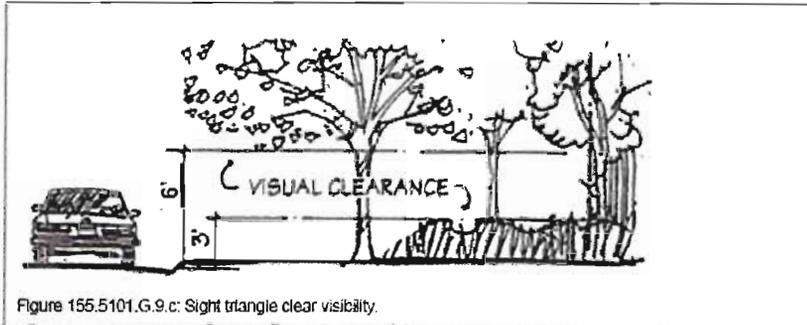


Figure 155.5101.G.9.c: Sight triangle clear visibility.

Figure 155.5101.G.9.c: Sight triangle clear visibility

H. Bicycle Access and Circulation

1. Required Bicycle Access

a. General Bicycle Access

All developments shall be served by an internal bicycle circulation system (including bike routes, bike lanes, and/or bike paths) that permits safe, convenient, efficient, and orderly movement of bicyclists among the following origin and destination points within the development, as well as between the internal bicycle circulation system and adjoining parts of an existing or planned external, community-wide bicycle circulation system and any adjoining public parks, greenways, schools, community centers, and shopping areas:

- i. Bicycle parking facilities (See Section 155.5102.L, Bicycle Parking Facilities.) or areas near the primary entrance(s) of principal buildings (or the buildable area of lots, for subdivisions);
- ii. Any designated or planned bus stops and shelters (on-site or on an adjacent street); and
- iii. Recreation facilities and other common use area and amenities.

b. Bikeway Improvements Required

- i. All developments may be required to install bike lanes, bike paths, or other bicycle improvements within the development site and along the development site's frontage on existing streets where called for by a city bicycle plan (when adopted).
- ii. Where a development site fronts an existing street with insufficient right-of-way width to accommodate installation of a required bike path along the frontage, the developer may install a bike path on the development site, within a public easement running parallel and adjacent to the public street.

2. Bicycle Connectivity

Multifamily residential, nonresidential, and mixed-use development shall comply with the following standards:

a. Any internal bicycle circulation system shall be designed to allow for bicycle cross-access between it and any internal bicycle circulation system on adjoining lots containing a multifamily residential, nonresidential, or mixed-use development, or to the boundary of adjoining vacant land zoned to allow multifamily residential, nonresidential, or mixed-use development.

b. The Development Services Director may waive or modify the requirement for bicycle cross-access on determining that such cross-access is impractical or undesirable due to the presence of topographic conditions, natural features, or safety factors.

c. Easements allowing cross-access to and from properties served by a bicycle cross-access, along with agreements defining maintenance responsibilities of property owners, shall be recorded

EXHIBIT F

with the Broward County Records Division before issuance of a Zoning Compliance Permit for the development.

3. General Bikeway Layout and Design

a. Bike Paths

Required bike paths shall:

i. Be at least seven feet wide and surfaced with a durable and dustless material; The bike path may be combined with the required pedestrian path.

ii. Be distinguishable from vehicular traffic lanes they cross by painted markings, a change in pavement material or color, raised paving height, decorative bollards, and/or flashing caution signals; and

iii. Have adequate lighting for security and safety.

b. Bike Lanes

Required bike lanes shall be designed and provided in accordance with the cross-section, paving, and other standards applicable to the roadways of which they are a part.

4. Waiver

The Development Services Director may waive all or part of the standards in this subsection if it is demonstrated that bicycle access and circulation is unneeded or undesirable in the proposed development or that compliance with the required bicycle improvements is infeasible.

I. Pedestrian Access and Circulation

1. Required Pedestrian Access

a. General Pedestrian Access

All developments shall be served by an internal pedestrian circulation system walkways (including sidewalks, pedestrian paths, and/or trails) that permits safe, convenient, efficient, and orderly movement of pedestrians among the following origin and destination points within the development, as well as between the internal pedestrian circulation system and adjoining parts of an existing or planned external, community-wide pedestrian circulation system and any adjoining public parks, greenways, schools, community centers, and shopping areas:

i. The primary entrance(s) of principal buildings (or the buildable area of lots, for subdivisions);

ii. Off-street parking bays;

iii. Any designated or planned bus stops and shelters (on-site or on an adjacent street); and

iv. Recreation facilities and other common use area and amenities.

b. Sidewalks Required

i. All developments shall install sidewalks on both sides of all roadways within the development site and along the entire frontage of the development site with an existing street (unless an existing sidewalk meeting city standards is already in place).

ii. Where a development site fronts an existing street with insufficient right-of-way width to accommodate installation of a required sidewalk along the frontage, the developer may install a sidewalk on the development site, within a dedicated widening of the right-of-way or dedicated public easement running parallel and adjacent to the public street.

iii. Additional sidewalks or pedestrian walkways may be required where called for by a city pedestrian plan (when adopted).

2. Pedestrian Connectivity

Multifamily residential, nonresidential, and mixed-use development shall comply with the following standards:

EXHIBIT F

a. The internal pedestrian circulation system shall be designed to allow for pedestrian walkway cross-access between the development's buildings and parking areas and those on adjoining lots containing a multifamily residential, nonresidential, or mixed-use development, or to the boundary of adjoining vacant land zoned to allow multifamily residential, nonresidential, or mixed-use development.

b. The Development Services Director may waive or modify the requirement for pedestrian cross-access on determining that such cross-access is impractical or undesirable due to the presence of topographic conditions, natural features, or safety factors.

c. Easements allowing cross-access to and from properties served by a pedestrian cross-access, along with agreements defining maintenance responsibilities of property owners, shall be recorded with the Broward County Records Division before issuance of a Zoning Compliance Permit for the development.

3. General Walkway Layout and Design

a. General Walkway Standards

Required pedestrian walkways shall:

i. Be at least five feet wide in residential and industrial zoning districts and seven feet wide in commercial zoning districts; The pedestrian path may be combined with the required bike path;

ii. Be distinguishable from vehicular traffic lanes they cross by painted markings, a change in pavement material or color, raised paving height, decorative bollards, and/or flashing caution signals;

iii. Have adequate lighting for security and safety;

iv. Meet the accessibility guidelines promulgated under the Americans with Disabilities Act (ADA); and

v. Be constructed in accordance with sidewalk standards in Chapter 100 (Streets and Sidewalks) of the Code of Ordinances, where applicable, and any standards called for by the city's Bicycle and Pedestrian Master Plan.

b. Pedestrian Walkways through Large Parking Areas and Parking Garages

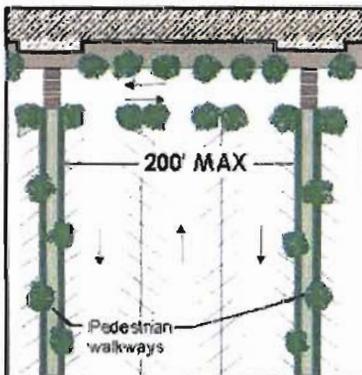


Figure 155.5101.I.3.b: Walkways through parking lots.

Figure 155.5101.I.3.b: Walkways through parking lots

i. All parking lots and parking structures containing more than 50 parking spaces shall provide a clearly identified pedestrian route between parking areas and the primary pedestrian entrance(s) to the building(s) served by the parking areas, or to a pedestrian walkway providing direct access to the primary building entrance(s).

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ii. Parking lots containing more than 50 parking spaces shall, at a minimum, include a pedestrian walkway running between at least every three parking bays or at intervals not less than 200 feet apart, whichever is less. (See Figure 155.5101.I.3.b: Walkways through parking lots.)

iii. Walkways providing pedestrian access between parking areas and associated buildings may be extended to provide the connections to abutting street sidewalks or to adjoining development required by Section 155.5101.I.1.a, General Pedestrian Access, and Section 155.5101.I.2, Pedestrian Connectivity.

4. Waiver

The Development Services Director may waive all or part of the standards in this subsection if it is demonstrated that pedestrian access and circulation is unneeded or undesirable in the proposed development or that compliance with the required pedestrian improvements is infeasible.

155.5102. OFF-STREET PARKING AND LOADING

A. Purpose and intent

The purpose of this section is to ensure provision of off-street parking and loading facilities in proportion to the generalized parking and loading demand of the different uses allowed by this Code. The standards in this section are intended to provide for adequate off-street parking and loading while allowing the flexibility needed to accommodate alternative solutions. The standards are also intended to achieve city policies of supporting development and redevelopment of transit-oriented development and commercial corridors, accommodating appropriate infill development, and encouraging pedestrian-oriented development while avoiding excessive paved surface areas, promoting low impact development, and safeguarding historic resources.

B. Applicability

1. New Development

All new development shall provide off-street parking and loading areas in accordance with the standards of this section.

2. Existing Development – Not Applicable

3. Parking Plan Required

All applications for Major Site Plan Approval (Section 155.2407) proposing more than eight off-street parking spaces shall include a parking plan. The parking plan shall accurately designate the required parking spaces, access aisles, and driveways, and the relation of the off-street parking facilities to the development they are designed to serve, including how the parking facilities coordinate with the vehicular, bicycle, and pedestrian access and circulation systems for the development.

C. General Standards for Off-Street Parking and Loading Areas

1. Use of Parking and Loading Areas

a. Nonresidential Districts

Off-street parking areas required by this section shall be used solely for the parking of licensed motorized vehicles in operating condition. Required parking spaces and loading berths may not be used for the display of goods for sale, or the sale, lease, storage, dismantling, or service of any vehicles, boats, motor homes, campers, mobile homes, building materials, equipment, or supplies.

b. Residential Districts

Except as otherwise provided in Section 155.4303.X, Parking or Storage of Motor Vehicles, Recreational Vehicles, Boats, or Trailers in Residential Zoning Districts, required off-street

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parking areas are to be used solely for the parking of licensed motor vehicles in operating condition.

c. Identified as to Purpose and Location

Off-street parking areas of three or more spaces and all off-street loading areas shall include painted lines, wheel stops, or other methods of identifying individual parking spaces and loading berths and distinguishing such spaces or berths from aisles.

2. Surfacing



Figure 155.5102.C.2.b: Use of pervious materials in a parking lot.

Figure 155.5102.C.2.b: Use of pervious materials in a parking lot

a. General

Except as provided for in subsections b and c below, all off-street parking and loading areas shall be surfaced with asphalt, concrete, brick, stone, pavers, or an equivalent hard, dustless, and bonded surface material. Use of surfacing that includes recycled materials (e.g., glass, rubber, used asphalt, brick, block, and concrete) is encouraged. These surfaces shall be maintained in a smooth, well-graded, clean, orderly, and dust-free condition.

b. Pervious or Semipervious Surfacing

The use of pervious or semipervious parking area surfacing materials—including, but not limited to—pervious asphalt and concrete and open joint pavers may be approved for off-street paving and loading areas, provided such surfacing is subject to an on-going maintenance program (e.g., sweeping, annual vacuuming). Any pervious or semipervious surfacing used for aisles within or driveways to parking and loading areas shall be certified as capable of accommodating anticipated traffic loading stresses and maintenance impacts. Where possible, such materials should be used in areas proximate to and in combination with on-site stormwater control devices. (See Figure 155.5102.C.2.b, Use of pervious materials in a parking lot.)

c. Gravel Used for Existing Single-Family Parking Area – Not Applicable. Not a Single Family Development.

3. Location and Arrangement

a. Safe and Convenient Access

i. Off-street parking and loading areas shall be arranged for convenient access between an adjacent street and all parking spaces and loading berths to facilitate ease of mobility, ample clearance, and safety of vehicles and pedestrians. Each off-street parking space and loading berth shall have adequate, unobstructed means for the ingress and egress of vehicles.

ii. Off-street parking areas shall be arranged so no parking or maneuvering incidental to parking shall occur on a public street or sidewalk.

iii. Off-street parking areas shall be arranged so an automobile may be parked or unparked without moving another automobile (unless within an automated or mechanical parking deck or

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garage or part of valet or tandem parking in accordance with Section 155.5102.J, Off-Street Parking Alternatives).

iv. Off-street loading areas shall be arranged so no loading berth extends into the required aisle of a parking lot.

b. Backing onto Streets Prohibited

All off-street parking and loading areas shall be arranged so that no vehicle is required to back out from such areas directly onto a street. However, for all use types, off-street parking may be arranged to allow for back out onto alleys subject to demonstration adequate back-out distance.

4. Markings

a. Each required off-street parking area and space, and each off-street loading area and berth, shall be identified by double striping as well as other surface markings that are arranged to provide for orderly and safe loading, unloading, parking, and storage of vehicles. Such markings—including directional arrows, lettering on signs and in handicapped-designated areas, and labeling of the pavement—shall be maintained so as to be readily visible at all times.

b. One-way and two-way accesses into required parking facilities shall be identified by directional arrows. Any two-way access located at any angle other than 90 degrees to a street shall be marked with a traffic separation stripe running the length of the access. This requirement does not apply to aisles.

5. Slope

All off-street parking and loading areas shall be constructed on a lateral incline of not more than three percent and a longitudinal incline of not more than ten percent beyond the adjacent roadway or sidewalk level.

6. Drainage

All off-street parking and loading areas shall be properly drained so as to eliminate standing water and prevent damage to abutting land and public streets and alleys.

7. Exterior Lighting

Lighted off-street parking and loading areas shall comply with the standards of Part 4 (Exterior Lighting) of this article.

8. Landscaping

All off-street parking and loading areas shall comply with the standards of Section 155.5203.D, Vehicular Use Area Landscaping.

9. Curbing

a. Each off-street parking space shall include a continuous curb.

b. The continuous curb shall be a maximum 5½ inches high.

c. The vehicular overhang area shall be no more than 2½ feet wide and shall not be credited toward any required sidewalk or landscape areas.

d. In place of continuous curbs, wheel stops may be provided when required for compliance with accessibility guidelines promulgated under the Americans with Disabilities Act (ADA). When permitted, the wheel stops shall be made of concrete, wood, metal, or material of comparable durability, and shall be at least six feet long and a maximum 5½ inches high.

10. Maintained In Good Repair

a. Maintained at All Times

All off-street parking and loading areas shall be maintained in safe condition and good repair at all times so as not to constitute a hazard to public safety or a visual or aesthetic nuisance to surrounding land.

b. Periodically Restored

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All off-street parking and loading areas shall be periodically painted or otherwise restored to maintain a clear identification of separate parking spaces or loading berths.

11. Completion

All off-street parking and loading areas shall be completed prior to the issuance of a Certificate of Occupancy (Section 155.2419) for the development they serve. In the case of phased development, off-street parking and loading areas should only be provided for the phase being developed.

D. Off-Street Parking Space Requirements

1. Minimum Number of Off-Street Parking Spaces

New development shall provide the minimum number of off-street parking spaces in accordance with Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces, based on the principal use(s) involved and the extent of development. Interpretation of the off-street parking space requirements for uses with variable parking demands or unlisted uses is provided in Section 155.5102.D.2, Uses with Variable Parking Demand Characteristics and Unlisted Uses.

TABLE 155.5102.D.1: MINIMUM NUMBER OF OFF-STREET PARKING SPACES

TABLE 155.5102.D.1: MINIMUM NUMBER OF OFF-STREET PARKING SPACES				
Use Category	Use Type		Minimum Number of Parking Spaces ^{1,2,3}	
Residential Uses				
Household Uses	Living	Efficiency DUs	1 per DU	
		Dwelling, multifamily ⁹	DUs with 1 or 2 bedrooms	1.5 per DU
		DUs with 3+ bedrooms	2 per DU	
Household Uses	Living	Dwelling, mixed-use	1 per DU	
Commercial Uses				
Animal Care Uses	Animal grooming		1 per 500 sq ft	

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Business Support Services Uses	Business service center	1 per 300 sq ft
	Travel agency	1 per 300 sq ft
Eating and Drinking Establishments ⁴		1 per 4 persons of maximum occupancy capacity of customer service area(s)
	Restaurant	
	Specialty eating or drinking establishment	
Office Uses	Contractor's offices	1 per 400 sq ft
	Professional Office	
Retail Sales and Service Uses - Personal Services ¹¹	Art, music, or dance studio	1 per 300 sq ft
	Dry cleaning or laundry drop-off establishment	1 per 300 sq ft
	Laundromat	1 per 300 sq ft
	Personal services establishment	

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Retail Sales and Service Uses - Retail Sales ¹¹	Art gallery	1 per 300 sq ft
	Auction house	
	Book or media shop	1 per 300 sq ft
	Grocery or Convenience store	1 per 300 sq ft
	Drug store or pharmacy	1 per 300 sq ft
Accessory Uses	Outdoor Seating (including sidewalk cafes)	1 per 1 per 8 persons of maximum occupancy capacity of outdoor seating area(s). Except no parking is required for outdoor seating within the AOD or DPOD Districts
	Eating and Drinking establishment (as an accessory use)	1 per 4 persons of maximum occupancy capacity of customer service area(s). Off-street parking may be reduced per accessory use standards, Section 155.4303.PP

NOTES: sq ft = square feet

1. When computation of the number of required parking spaces results in a fraction, the result shall be rounded upward to the next highest whole number.
2. Where the minimum off-street parking space requirement is based on the maximum occupancy capacity, all computations shall be based on the occupant load of the building or facility as establishing in accordance with the Building Code .
3. Except as otherwise provided in this section, where the minimum off-street parking space requirement is based on square feet of floor area, all computations shall be based on gross floor area.
4. Where restaurants, theaters, places of worship, or similar uses occupy more than 33 percent of a shopping center's gross floor area, parking requirements for such uses shall be determined separately for each such use and added to the appropriate shopping center standard as applied to the remaining floor area.
5. Floor area devoted to office use shall not count when computing the minimum number of required parking spaces, provided such floor area does not exceed 20 percent of the total gross floor area of the industrial use.

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2. Uses with Variable Parking Demand Characteristics and Unlisted Uses

For some listed uses, Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces, refers to this subsection because the use has widely varying parking and loading demand characteristics, making it difficult to establish a single appropriate off-street parking or loading standard. On receiving an application proposing such a use, or proposing a use not expressly listed in Table 155.5102.D.1, the Development Services Director is authorized to:

- a. Apply the minimum off-street parking space requirement specified in Table 155.5102.D.1 for the listed use that is deemed most similar to the proposed use; or
- b. Establish the minimum off-street parking space requirement by reference to standard parking resources published by the National Parking Association or the American Planning Association; or
- c. Establish the minimum off-street parking space requirement based on a parking demand study prepared by the applicant that estimates parking demand based on the recommendations of the Institute of Traffic Engineers (ITE) or other acceptable source of parking demand data, and that includes relevant data collected from uses or combinations of uses that are the same or comparable to the proposed use in terms of density, scale, bulk, area, type of activity, and location.

3. Multiple Use Developments

a. Except for shopping centers (See Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces.) and hotels or motels and apartment hotels (See b below.), developments containing more than one principal institutional or commercial use shall provide parking spaces in an amount equal to the total of the requirements applied to all individual principal uses.

b. Not Applicable

c. These provisions shall not limit the opportunity to reduce the minimum number of required off-street parking spaces through approval of an alternative parking plan that justifies the feasibility of shared parking (See Section 155.5102.J.3, Shared Parking.)

4. Modified Parking Requirements in Northwest Community Redevelopment Area – Not Applicable

5. Maximum Number of Off-Street Parking Spaces

For any use listed under the commercial use classification in Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces, the number of off-street parking spaces shall not exceed 125 percent of the minimum number of parking spaces required, except as may be allowed through approval of an alternative parking plan in accordance with Section 155.5102.J.2, Provision over Maximum Allowed.

E. Electric Vehicle (EV) Charging Stations

Up to ten percent of the required number of off-street parking spaces may be used and designated as electric vehicle (EV) charging stations, subject to the standards in subsection [] below. The Development Services Director shall have authority to approve the use and designation of additional required parking spaces as electric vehicle charging stations, provided that such additional spaces shall count as only one-half of a parking space when computing the minimum number of parking spaces required. Parking spaces used as electric vehicle charging stations shall consist as one or more group(s) of contiguous spaces located where they can be readily identified by electric vehicle drivers (e.g., through directional signage), but where their use by non-electric vehicles is discouraged (e.g., not in locations most convenient to the entrances of the buildings served).

F. On-Street Parking – Not Applicable

G. Driveways Used to Satisfy Requirements – Not Applicable

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H. Accessible Parking Spaces for Physically Disabled Persons

In each off-street parking area, a portion of the total number of off-street parking spaces shall be spaces specifically designated, located, and reserved for use by persons with physical disabilities ("accessible parking spaces"), in accordance with the standards of the Florida Accessibility Code for Building Construction, as amended.

I. Dimensional Standards for Parking Spaces and Aisles

1. General

Except as otherwise provided in subsection 2 below, standard vehicle parking spaces and parking lot aisles shall comply with the minimum dimensional standards established in Table 155.5102.I.1, Dimensional Standards for Parking Spaces and Aisles.

TABLE 155.5102.I.1 ABOVE: DIMENSIONAL STANDARDS FOR PARKING SPACES AND AISLES

TABLE 155.5102.I.1 ABOVE: DIMENSIONAL STANDARDS FOR PARKING SPACES AND AISLES ¹					
Parking Angle (Degrees)	Stall Width (ft)	Stall Perpendicular to Curb (ft)	Depth to Aisle Width (ft) ²	Stall Length Along Curb (ft)	Double Row + Aisle, Curb to Curb (ft)
A	B	C	D	E	F
Residential, Institutional, and Commercial Uses					
<u>0</u>	<u>9</u>	<u>9</u>	<u>14</u>	<u>23</u>	<u>32</u>
<u>45</u>	<u>9</u>	<u>19.1</u>	<u>14</u>	<u>12.7</u>	<u>52.2</u>
<u>60</u>	<u>9</u>	<u>20.1</u>	<u>16</u>	<u>10.4</u>	<u>56.2</u>
<u>90</u>	<u>9</u>	<u>18</u>	<u>23</u>	<u>9</u>	<u>59</u>
NOTES:					
1. Refer to Figure 155.5102.I.1, below, for illustrations showing how dimensions for parking spaces and aisles in various configurations (A-G) are measured.					
2. For one-way traffic. Aisles for two-way traffic shall be at least 23 feet wide (for all parking angles). The Development Services Director may approve an aisle width less than the minimum on determining that the aisle is sufficiently wide to allow vehicle to conveniently maneuver through the parking area and access each parking space without driving through any other parking space.					

2. Smaller Parking Spaces for Tandem Parking and Certain Uses and Districts

The dimensions of off-street parking stalls may be reduced to a width of 9 feet and a depth/length of 18 feet where the parking stalls are:

- a. Used for tandem parking (See Section 155.5102.J.6, Valet and Tandem Parking.);
- b. Not Applicable
- c. Not Applicable

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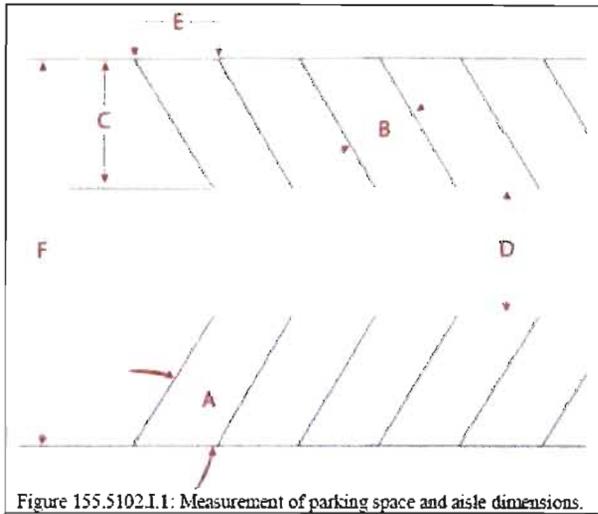


Figure 155.5102.I.1: Measurement of parking space and aisle dimensions

Figure 155.5102.I.1: Measurement of parking space and aisle dimensions

3. Vertical Clearance
All off-street parking spaces must have a minimum overhead clearance of seven feet.

J. Off-Street Parking Alternatives

1. General; Alternative Parking Plan

The Development Services Director is authorized to approve an alternative parking plan that proposes alternatives to providing the minimum number of off-street parking spaces required by Table 155.5102.D.1,

Minimum Number of Off-Street Parking Spaces, in accordance with the standards listed below. The alternative parking plan shall be submitted with an application for Site Plan Approval (Section 155.2407) or Zoning Compliance Permit (Section 155.2413), as appropriate. Additional fees may be assessed to cover the city's additional costs in reviewing alternative parking plans and any subsequent agreements.

2. Provision over Maximum Allowed

An alternative parking plan may propose to exceed the maximum number of off-street parking spaces allowed by Article 1: General Provisions, in accordance with the following standards:

a. Parking Demand Study

The alternative parking plan shall include a parking demand study demonstrating how the maximum number of parking spaces specified by Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces, is insufficient for the proposed development.

b. Minimum Amount Required

The maximum number of off-street spaces allowed by 155.5102.D.5, Maximum Number of Off-Street Parking Spaces, shall be limited to the minimum number of additional spaces recommended as needed by the required parking demand study.

3. Shared Parking

An alternative parking plan may propose to meet a portion of the minimum number of off-street parking spaces required for a use with shared parking—i.e., use of parking spaces used or proposed to be used to meet the minimum number of off-street parking spaces required for one or more other uses—in accordance with the following standards:

a. Maximum Shared Spaces

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Up to 75 percent of the number of parking spaces required for a use may be used to satisfy the number of parking spaces required for other uses that generate parking demands during different times of the day or different days of the week.

b. Location

i. Shared parking spaces shall be located within 500 feet walking distance of the primary pedestrian entrances to the uses served by the parking.

ii. Shared parking spaces shall not be separated from the use they serve by an arterial or collector street unless pedestrian access across the arterial or collector street is provided by a grade-separated pedestrian walkway or appropriate traffic controls (e.g., signalized crosswalk).

c. Pedestrian Access

Adequate and safe pedestrian access via a grade-separated walkway shall be provided between the shared parking areas and the primary pedestrian entrances to the uses served by the parking.

d. Signage Directing Public to Parking Spaces

Signage complying with the standards of Chapter 156, Signs, shall be provided to direct the public to the shared parking spaces.

e. Justification

The alternative parking plan shall include justification of the feasibility of shared parking among the proposed uses. Such justification shall address, at a minimum, the size and type of the uses proposed to share off-street parking spaces, the composition of their tenants, the types and hours of their operations, the anticipated peak parking and traffic demands they generate, and the anticipated rate of turnover in parking space use.

f. Shared Parking Agreement

i. An approved shared parking arrangement shall be enforced through written agreement among all the owners or long-term lessees of lands containing the uses proposed to share off-street parking spaces. The agreement shall provide all parties the right to joint use of the shared parking area for at least 50 years, and shall ensure that as long as the off-site parking is needed to comply with this Code, land containing either the off-site parking area or the served use will not be transferred except in conjunction with the transfer of land containing the other. The agreement shall be submitted to the Development Services Director, who shall forward it to the City Attorney for review and approval before execution. An attested copy of an approved and executed agreement shall be recorded with the Broward County Records Division before issuance of a Zoning Compliance Permit or Zoning Use Certificate for any use to be served by the shared parking area.

The agreement shall be considered a restriction running with the land and shall bind the heirs, successors, and assigns of the landowner.

ii. Any termination of the agreement does not negate the parties' obligations to comply with parking requirements and thus shall constitute a violation of this Code. No use served by the shared parking may be continued if the shared parking becomes unavailable to the use unless substitute off-street parking spaces are provided in accordance with this section.

4. Off-Site Parking

An alternative parking plan may propose to meet a portion of the minimum number of off-street parking spaces required for a use with off-site parking—i.e., off-street parking spaces located on a lot separate from the lot containing the use—in accordance with the following standards.

a. Zoning Classification

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The zoning district classification of the off-site parking area shall be one that allows the use served by off-site parking (and thus off-street parking accessory to such use) or that allows parking as a principal use.

b. Location

i. Off-site parking spaces shall be located within 500 feet walking distance of the primary pedestrian entrances to the uses served by the parking.

ii. Off-site parking spaces shall not be separated from the use they serve by a principal arterial street or minor arterial street unless safe pedestrian access across the street is provided by a grade-separated pedestrian walkway or appropriate traffic controls (e.g., signalized crosswalk).

c. Pedestrian Access

Adequate and safe pedestrian access must be provided between the off-site parking areas and the primary pedestrian entrances to the use served by the parking.

d. Off-Site Parking Agreement

i. If land containing the off-site parking area is not under the same ownership as land containing the principal use served, the off-site parking arrangement shall be established in a written agreement between the owners of land containing the off-site parking area and land containing the served use. The agreement shall provide the owner of the served use the right to use the off-site parking area for at least 50 years. The agreement shall be submitted to the Development Services Director, who shall forward it to the City Attorney for review and approval before execution. An attested copy of an approved and executed agreement shall be recorded with the Broward County Records Division before issuance of a Zoning Compliance Permit for any use to be served by the off-site parking area. The agreement shall be considered a restriction running with the land and shall bind the heirs, successors, and assigns of the landowner.

ii. Any termination of the agreement does not negate the landowner's obligation to comply with parking requirements and thus shall constitute a violation of this Code. No use served by the off-site parking may be continued if the off-site parking becomes unavailable unless substitute off-street parking spaces are provided in accordance with this section.

5. Deferred Parking

An alternative parking plan may propose to defer construction of up to 20 percent of the number of off-street parking spaces required by Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces, in accordance with the following standards:

a. Justification

The alternative parking plan shall include a study demonstrating that because of the location, nature, or mix of uses, there is a reasonable probability the number of parking spaces actually needed to serve the development is less than the minimum required by Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces.

b. Reserve Parking Plan

The alternative parking plan shall include a reserve parking plan identifying: (a) the amount of off-street parking being deferred, and (b) the location of the area to be reserved for future parking, if future parking is needed.

c. Parking Demand Study

i. The alternative parking plan shall provide assurance that within 18 months after the initial Certificate of Occupancy is issued for the proposed development, an off-street parking demand study evaluating the adequacy of the existing parking spaces in meeting the off-street parking demand generated by the development will be submitted to the Development Services Director.

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ii. If the Development Services Director determines that the study indicates the existing parking is adequate, then construction of the remaining number of parking spaces shall not be required. If the Development Services Director determines that the study indicates additional parking is needed, such parking shall be provided consistent with the reserve parking plan and the standards of this section.

d. Limitations on Reserve Areas

Areas reserved for future parking shall be brought to the finished grade and shall not be used for buildings, storage, loading, or other purposes. Such area may be used for temporary overflow parking, provided such use is sufficiently infrequent to ensure maintenance of its ground cover in a healthy condition.

e. Landscaping of Reserve Areas Required

Areas reserved for future off-street parking shall be landscaped with an appropriate ground cover, and if ultimately developed for off-street parking, shall be landscaped in accordance with Section 155.5203.C, Minimum Development Site Landscaping.

6. Valet and Tandem Parking

An alternative parking plan may propose to use valet and tandem parking to meet a portion of the minimum number of off-street parking spaces required for a development with commercial uses in accordance with the following standards:

a. Number of Valet or Tandem Spaces

i. The development served by the valet or tandem parking shall provide a total of 75 or more off-street parking spaces.

ii. No more than 30 percent of the total number of parking spaces provided shall be designated for valet or tandem spaces except for hotels, where up to 100 percent of parking spaces may be designated for valet parking.

b. Drop-Off and Pick-Up Areas

The development shall provide a designated drop-off and pick-up area. The drop-off and pick-up area may be located adjacent to the building served, but may not be located in a fire lane or where its use would impede vehicular and/or pedestrian circulation or cause queuing in a public street or internal drive aisle serving the development.

c. Valet Parking Agreement

Valet parking may be established and managed only in accordance with a valet agreement. The agreement shall include provisions ensuring that a valet parking attendant will be on duty during hours of operation of the uses served by the valet parking. The agreement shall be submitted to the Development Services Director, who shall forward it to the City Attorney for review and approval before execution. An attested copy of an approved and executed agreement shall be recorded with the Broward County Records Division before issuance of a Zoning Compliance Permit or Zoning Use Certificate for any use to be served by the valet parking. The agreement shall be considered a restriction running with the land and shall bind the heirs, successors, and assigns of the landowner.

7. Payment of Fee to Master Parking Program in Lieu of Providing Required Parking – Not Applicable

K. Reduced Parking Requirements for Parking Demand Reduction Strategies

The minimum number of parking spaces required in Section 155.5102.D.1, Minimum Number of Off-Street Parking Spaces, may be reduced through implementation of one or more of the following strategies for reducing parking demand.

1. Transit Accessibility

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The Development Services Director may authorize up to a 15 percent reduction in the minimum number of off-street parking spaces required by Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces, for uses located within 1,000 feet of a bus or rapid transit stop.

2. Transportation Demand Management

The Development Services Director may, through approval of a Transportation Demand Management (TDM) plan, authorize up to a 15 percent reduction in the minimum number of off-street parking spaces required by Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces, for nonresidential or mixed-use developments having a floor area of at least 25,000 square feet, in accordance with the standards below.

a. TDM Plan Requirements

The TDM plan shall include facts and/or projections (e.g., type of development, proximity to transit and/or other multi-modal systems, anticipated number of employees and/or patrons, minimum parking requirements) and indicate the types of transportation demand management activities that will be instituted to reduce single-occupant vehicle use and reduce traffic congestion.

b. Transportation Demand Management Activities

The TDM plan shall provide at least three of the following transportation demand management activities:

i. Establishment of a development-specific website that provides multi-modal transportation information such as real-time travel/traffic information, bus schedules and maps, and logging of alternative commutes (e.g., bicycle, pedestrian, carpool, and vanpool).

ii. Written disclosure of transportation information and educational materials to all employees.

iii. Formation of transportation demand reduction programs such as carpooling, vanpooling, ridesharing, guaranteed ride home, teleworking, and shuttle service programs.

iv. Creation of a Preferential Parking Management Plan that specifically marks spaces for registered carpool and/or vanpool vehicles that are located near building entrances or in other preferential locations.

v. Institution of off-peak work schedules that allow employees to arrive and depart at times other than the peak morning commute period (defined as 7:00 a.m. to 9:00 a.m.) and peak evening commute period (defined as 5:00 p.m. to 7:00 p.m.).

vi. Establishment of an office, staffed by a transportation coordinator, that makes transportation and ride-sharing information available to employees, residents, and nonresidents.

vii. Any other transportation demand management activity as may be approved by the Development Services Director as a means of complying with the parking reduction provisions of this subsection.

c. TDM Program Coordinator

i. The applicant shall appoint a TDM program coordinator to oversee transportation demand management activities.

ii. The TDM program coordinator shall be a licensed engineer or a traffic consultant that is also qualified or trained TDM professional.

iii. The TDM program coordinator shall be appointed prior to issuance of a Building Permit or Certificate of Occupancy for the buildings to be served by the transportation demand management program.

d. TDM Annual Report

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i. The TDM program coordinator shall submit to the Development Services Director an annual report that details implementation of the approved TDM plan. The report may include, but is not limited to, the following:

- (A) A description of transportation demand management activities undertaken;
- (B) An analysis of parking demand reductions based on employee and/or resident use of ridership programs or alternative transportation options;
- (C) Changes to the TDM plan to increase transit ridership and other commuting alternatives; and
- (D) The results of an employee transportation survey.

ii. A copy of the approved TDM plan shall be recorded with the Broward County Records Division before issuance of a Zoning Compliance Permit for the development to be served by the plan. The TDM plan shall be recorded against the property, and the applicant and/or successors of interest in the property shall be responsible for implementing the plan in perpetuity.

e. Amendments

The Development Service Director may approve amendments to an approved TDM plan following the same process required for the initial approval.

f. Parking Required if TDM Terminated

If the applicant and/or successors in interest in the property covered by the TDM plan stop implementing the plan or fail to submit a TDM annual report to the Development Services Director in a timely fashion, the TDM plan shall be considered terminated. Any such termination of the TDM plan does not negate the parties' obligations to comply with parking requirements and thus shall constitute a violation of this Code. No use served by the TDM plan may be continued unless another TDM plan is approved or all required off-street parking spaces are provided in full in accordance with this section.

3. Special Facilities for Bicycle Commuters

The Development Services Director may authorize up to a five percent reduction in the minimum number of off-street parking spaces required by Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces, for developments that provides both of the following:

- a. Enclosed (indoor or locker) and secure bicycle parking spaces equal to at least five percent of the number of vehicle parking spaces provided; and
- b. Shower and dressing areas for employees.

4. Other Eligible Alternatives

The Development Services Director may authorize up to a ten percent reduction in the minimum number of off-street parking spaces required by Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces, in exchange for any other strategy that an applicant demonstrates will effectively reduce parking demand on the site of the subject development, provided the applicant also demonstrates that the proposed development plan will do at least as good a job in protecting surrounding neighborhoods, maintaining traffic-circulation patterns, and promoting quality urban design as would strict compliance with the otherwise applicable off-street parking standards.

L. Bicycle Parking Facilities

1. Bicycle Racks or Lockers Required

All parking areas containing more than ten parking spaces shall provide bicycle racks or lockers sufficient to accommodate the parking of at least four bicycles for each ten parking spaces, or major fraction thereof, above ten spaces—provided that no more than 20 bicycle parking spaces shall be required in any one parking area.

2. Bike Rack/Locker Location

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Required bike racks/lockers shall be installed on a paved surface and located in visible, well-lit areas conveniently accessible to the primary entrances of a development principal building(s). They shall be located where they do not interfere with pedestrian traffic and are protected from conflicts with vehicular traffic.

M. Loading Area Standards

1. Minimum Number of Off-Street Loading Berths

Any new development involving the routine vehicular delivery or shipping of goods, supplies, or equipment to or from the development shall provide a sufficient number of off-street loading berths to accommodate the delivery and shipping operations of the development's uses in a safe and convenient manner. Table 155.5102.M.1, Minimum Number of Off-Street Loading Berths, sets forth the minimum number of loading berths that presumptively satisfies the loading area needs of the listed principal uses. For proposed uses not listed in Table 155.5102.M.1, the requirement for a use most similar to the proposed use shall apply. The Development Services Director may require more loading berths or fewer loading berths on determining that the characteristics of the particular development warrant such addition or reduction and the general standard is met.

TABLE 155.5102.M.1: MINIMUM NUMBER OF OFF-STREET LOADING BERTHS – Not Applicable

2. Dimensional Standards for Loading Areas

a. Each loading berth shall be of sufficient size to accommodate the types of vehicles likely to use the loading area. The minimum loading berth size that presumptively satisfies loading berth needs is at least 12 feet wide and 55 feet long. The Development Services Director may require a larger loading berth or allow a smaller loading berth on determining that the characteristics of the particular development warrant such increase or reduction and the general standard is met.

b. Each loading berth shall have at least 14 feet of overhead clearance.

3. Location of Loading Areas

a. Where possible, loading areas shall be located to the rear of the use they serve.

b. The loading area shall be located adjacent to the building's loading doors, in an area that promotes its practical use.

c. The loading area shall be located and designed so vehicles using them can maneuver safely and conveniently to it from a public street and complete loading without obstructing or interfering with any public right-of-way or any parking space or parking lot aisle.

PART 2 LANDSCAPING AND TREE PRESERVATION

155.5201. PURPOSE

It is the purpose of this Part to establish minimum standards for the development, installation, and maintenance of landscaping and tree preservation that protects and enhances property values, the environment, and aesthetic qualities in the city, and otherwise promotes the public health, safety and general welfare. The standards are specifically intended to ensure and promote the planting, maintenance, restoration, and survival of trees, shrubs, groundcover, and other landscaping that will:

A. Mitigate against erosion and sedimentation by stabilizing the soils through root systems that hold and consolidate soil and other loose earthen materials;

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- B. Reduce stormwater runoff and associated costs by intercepting, dispersing, and absorbing rainfall and slowing down surface flow;
- C. Reduce water pollution by filtering pollutants from stormwater runoff;
- D. Conserve water supplies by allowing more rainfall to stay in the water table and minimizing water use for landscaping maintenance;
- E. Moderate urban heat island effects by shading buildings and paved surfaces and lowering ambient temperatures through transpiration;
- F. Improve air quality by removing carbon dioxide and pollutant gases from the air and producing oxygen that helps dilute air pollutant concentrations;
- G. Restore soils and land denuded as a result of construction or grading;
- H. Maintain the continued vitality of natural habitats for the propagation and protection of wildlife, birds, game, and fish and other aquatic life;
- I. Buffer excessive or undesirable noise from street traffic or adjacent land uses and activities by absorbing and deflecting sounds;
- J. Limit glare created by exterior lighting;
- K. Screen undesirable views;
- L. Provide a sense of privacy from neighbors and the street;
- M. Provide human scale to urban environments by breaking up the visual impact of structures and parking lots;
- N. Help differentiate streets and other areas of the public realm from private lands;
- O. Create civic identity and special places that differentiate the city from other urban environments;
- P. Stimulate economic development by increasing the city's attractiveness and quality of life to shoppers and employers;
- Q. Safeguard and enhance property values and protect public and private investments;
- R. Protect city residents and visitors from personal injury and property damage, and avoid interruption of electrical and other utility services; and
- S. Support the core components of crime prevention through environmental design (CPTED)—natural surveillance, natural access control, and territoriality.

155.5202. BEST MANAGEMENT PRACTICES; ADMINISTRATIVE MANUAL

References in this Part 2 (Landscaping and Tree Preservation) to landscaping BMPs (best management practices) shall be deemed references to those principles, methods, processes, practices, techniques, specifications, and measures that are generally accepted among landscaping and tree preservation professionals as being the most effective in achieving the purposes and intents of the requirements and standards in this Code. Such BMPs are included in the Administrative Manual or in documents and materials specifically cited in the Administrative Manual. Where so referenced, landscaping BMPs are intended to provide more detailed or specific guidance that supplements the requirements and standards in this Part. If a landscaping BMP included or referenced in the Administrative Manual conflicts with a standard in this Part, the standard in this Part shall govern.

155.5203. LANDSCAPING

A. Applicability

1. New Development

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Except where expressly provided otherwise in this Code, the requirements in this section shall apply to all new development in the city.

2. Existing Development – Not Applicable

3. Demolition Sites

a. If all or any existing structures on a lot are being totally demolished drought-resistant sod or drought-resistant ground cover shall be installed on the entire demolition and/or disturbed areas before close-out of the demolition Building Permit and thereafter maintained. All asphalt, rock, and other non-natural materials shall be removed and refilled to the undisturbed lot level with clean soil before any planting or installation of the required drought-resistant sod or ground cover. Such vegetative restoration of a demolition site shall be subject to the standards of this section if conditions stated above are met; or

b. If any or all existing structures on a lot are being demolished in preparation for new development in accordance with a valid Development Order and Building Permit, and the construction of a principal structure will commence within 30 days after the demolition has been completed, the owner of the lot shall restore the lot to its pre-demolition elevation, brush-cut the lot, and keep the lot free of debris, trash, and invasive plant materials until start of the permitted construction. A nonliving material adequate to avoid the shifting, blowing, or other dissemination of dust, soil, gravel, or fill may be used until start of the permitted construction. A perimeter berm no more than four feet high and planted with ground cover in accordance with Section 155.5203.B.2.e, Groundcover, may be installed and used during the construction period; and

c. If demolition activity is proposed to occur in the drip-line of an existing tree, a Tree Permit is required in accordance with Section 155.5204.B.1.b before start of the demolition activity.

4. Conflict with CPTED Guidelines

The Development Services Director may waive all or part of the standards in this section, 155.5203, if it is demonstrated that the implementation of the standard result in a conflict with the city's adopted CPTED guidelines.

5. Landscape Plan Required

Uses subject to the standards in this section shall include a landscape plan as a part of any application for a Special Exception (Section 155.2406), Site Plan Approval (Section 155.2407), or Zoning Compliance Permit (Section 155.2413), as appropriate. Landscape plans shall be prepared by a Landscape Architect registered in Florida and shall show replacements trees for any trees missing from previously approved landscape plans.

B. General Requirements for Landscaping

1. Plant Material

a. General

i. All required plant materials shall be Florida Grade # 1 or better, in accordance with *Grades and Standards for Nursery Plants* (Florida Division of Plant Industry).

ii. All plant materials shall, to the greatest extent possible:

(A) Be based on the plant's adaptability to the landscape area, desired effect, color, texture, and ultimate plant size;

(B) Be frost and drought tolerant, and grouped in accordance with their respective water and maintenance needs;

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(C) Be appropriate for the ecological setting in which the materials are to be planted, including the shielding of buildings from the sun (where possible) and from radiating surfaces such as parking areas, and as a screen for noise abatement;

(D) Be commercially available;

(E) Not have invasive growth habits, as identified in *List of Invasive Plant Species* (Florida Exotic Pest Plant Council); and

(F) Comply with crime prevention through environmental design (CPTED) principles.

b. Native Vegetation and Diversity

i. All landscaped areas shall include placement of native vegetation in substantial conformity with the principles outlined in *The Florida-Friendly Landscaping Guide to Plant Selection & Landscape Design* (University of Florida) and the Administrative Manual.

ii. Where 20 or more trees are required on a site, at least 50 percent of the required trees shall be native species, no more than 20 percent of the required trees shall be palm trees, and the required trees shall consist of at least four different species.

iii. Plant species identified as invasive species in *List of Invasive Plant Species* (Florida Exotic Pest Plant Council) are prohibited.

2. Installation

a. General

i. All required landscaping and landscape areas shall be installed in a sound, workmanlike manner and in accordance with landscaping BMPs, Florida-friendly landscaping principles, and the standards in this section.

ii. **Special Landscaping regulations for all properties abutting the east right-of-way line of Harbour Drive (NE 26th Avenue) – Not Applicable**

b. Planting Soil

i. Planting soil shall be clean and reasonably free of construction debris, weeds, rocks, noxious pests, and diseases.

ii. Planting soil for all planting areas shall be amended with horticulturally acceptable organic material.

c. Turf Grass

i. Turf grass shall be drought tolerant, as described in the Administrative Manual.

ii. Turf grass shall not be treated as fill-in material, but consolidated and placed so it can be irrigated separately from other types of landscape plants.

iii. Use of turf grass shall be limited to use as a design unifier and in areas that receive pedestrian traffic, provide for practical or recreational use, or provide soil erosion control (e.g., on slopes or in swales).

iv. The Development Services Director may authorize large grassed areas not subject to soil erosion, such as playfields, to be grassed by other methods.

d. Groundcover

At the time of planting, groundcover shall cover at least 50 percent of the intended groundcover area. Groundcover shall cover 100 percent of the intended groundcover area within one year after installation.

e. Vines

At the time of planting, vines shall have at least four runners, each of which is at least two feet long.

f. Shrubs and Hedges

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At the time of planting, shrubs shall be upright in nature, be at least three feet in height above ground level, and have a spread of at least 24 inches. Shrubs designed to form a continuous hedge shall be spaced a maximum average of 24 inches on center.

g. Trees

i. General

(A) Planting activities, including site preparation, shall not unnecessarily damage any other trees to remain on the property.

(B) Trees shall be planted into an area with adequate space for development of their root system and canopy. A minimum area for planting a tree shall be 120 square feet, with a minimum dimension of eight feet.

(C) Trees shall be planted at least 15 feet from any light fixture mounted on a pole.

(D) Before, during, and following planting, the root ball and trunk of the tree shall be protected and the root ball shall be kept moist.

(E) All newly planted trees shall be properly guyed and staked at the time of planting to ensure establishment and erect growth, in accordance with the specifications as set forth in the Administrative Manual. Trees shall be restaked in the event of blow-overs or other failure of the staking and guying. A tree shall remain braced for at least one year after its planting.

(F) A newly planted tree shall be fertilized as appropriate and shall be watered sufficiently until tree growth is established. Written proof of temporary irrigation may be required as a condition of approval of a Tree Permit.

ii. Height

(A) Canopy Trees

(1) At the time of planting, canopy trees shall be at least eighteen feet in height above ground level.

~~(2) At least 50 percent of required canopy trees shall be 14 feet high if the principal structure on the lot is between 15 and 25 feet high, and 16 feet high if the principal structure on the lot is more than 25 feet high.~~

(B) Ornamental Trees

At the time of planting, ornamental trees shall be at least twelve feet in height above ground level.

(C) Understory Trees

At the time of planting, understory trees shall be at least fifteen feet in height above ground level.

(D) Palm Trees

(1) At the time of planting, palm trees shall be at least 22 feet in height above ground level.

~~(2) At least 50 percent of required palm trees shall be 18 feet high if the principal structure on the lot is between 15 and 25 feet high, and 22 feet if the principal structure on the lot is more than 25 feet high.~~

(3) No more than 50 percent of the total number of required trees shall be palm trees.

h. Berms

All berms shall comply with the following standards:

i. Berms shall have a slope not exceeding a ratio of three horizontal feet to one vertical foot and a top width at least one-half the berm height.

ii. Berms proposed to be placed along street rights-of-way shall be designed and constructed to provide adequate sight distances at intersections and shall not impair safe operation of vehicles.

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iii. In no case shall berms be located or designed so they damage the roots or trunks of existing healthy vegetation designated to be preserved.

i. Stabilization

i. All required landscape planting areas and berms shall be stabilized and maintained with turf, ground cover, specified mulch at minimum two inch depth, or other approved materials to prevent soil erosion and allow rainwater infiltration.

ii. Mulch shall be maintained at a minimum thickness of two inches around shrubs and trees.

j. Protection from Vehicular Damage

Required landscaping areas shall be protected from vehicular damage by the installation of curbing, wheel stops, or other method approved by the Development Services Director.

k. Dry Retention Areas

All dry retention areas shall be landscaped with turf grass or groundcover in accordance with subsections d and e above.

3. Existing Vegetation

a. Existing trees and understory vegetation located within any unique natural area identified in the Pompano Beach Comprehensive Plan shall be preserved, and may be used toward meeting the requirements of this section to the extent they meet the minimum standards of this section.

b. Existing healthy and well-formed trees and understory vegetation shall be preserved and may be used toward meeting the requirements of this section to the extent they meet the minimum standards of this section.

4. Time for Installation of Required Landscaping

a. Time Limit

All required landscaping (including groundcover) shall be installed in accordance with the required planting standards set forth in this section prior to issuance of a Certificate of Occupancy unless the Development Services Director grants an extension to this time limit in accordance with Section 6.3.I.1.b, Extensions.

b. Extensions

i. The Development Services Director may, for good cause shown, grant extensions to the above time limit, allowing a developer/owner to delay the installation of required landscaping. Circumstances that may warrant an extension include, but are not limited to, completion of utility work occurring in a proposed landscaped area that is incomplete or delayed.

ii. Any extension of the time limit shall be conditioned on the required landscaping being installed as soon as practicable after the delay-warranting circumstances cease to exist and the provision of a performance guarantee ensuring installation of the required landscaping within one year in accordance with Section 155.5901.C, Performance Guarantees.

5. Irrigation System Required

a. Wherever landscaping is required by this Code, it shall be kept in a healthy growing condition through appropriate irrigation by an automatic underground irrigation system installed in accordance with requirements of the Building Code.

b. The irrigation system shall include a rain-sensing cutoff device that shall be located and installed so that building eaves, balconies, and similar overhangs do not interfere with effective operation of the device.

c. The irrigation system shall be properly maintained in good working order and provide a minimum coverage of 100 percent with 50 percent overlap.

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d. Water used for irrigation shall be rust-free except where deemed unnecessary by the Development Services Director.

e. Water used for irrigation shall be reuse water wherever practicable.

6. Maintenance of Landscaping

a. All required landscaping and landscape areas shall be maintained in accordance with landscaping BMPs and the following standards.

i. All required landscaping shall be maintained in accordance with the approved landscape plan, including approved specifications for plant size, number, location, and type of landscaping material.

ii. All plant life shown on an approved landscape plan shall be replaced if it dies, is seriously damaged, or removed.

iii. All required landscaping shall be kept reasonably free of visible signs of insects infestation or disease.

iv. Required landscaping shall present a healthy and orderly appearance free from refuse and debris.

v. Required landscaping shall be weeded, as well as mown, trimmed, or pruned in a manner and at a frequency appropriate to the use made of the plant material and species and so as not to detract from the appearance of the general area.

vi. All required trees shall be maintained in their characteristic natural shape and shall not be severely pruned, sheared, topped, or shaped as shrubs. Trees that have been severely pruned, sheared, topped, or shaped as shrubs no longer serve the intended buffering or screening function and shall be considered tree abuse, subject to Section 155.5204.G, Tree Abuse.

vii. Actions shall be taken to protect trees and landscaping from unnecessary damage during all facility and site maintenance operations.

viii. Plants shall be maintained in a way that does not obstruct sight visibility above a height of three feet within the triangular land area formed by the intersection of a rear lot line abutting a canal or waterway with an interior side lot line not abutting a canal or waterway—with two sides of the triangle running along the rear and interior lot lines and being equal in length to the rear yard depth, and the third side being a line connecting the ends of the other two sides.

ix. All landscaping shall be maintained to minimize property damage and public safety hazards, including the removal of dead or decaying plant material, and removal of low hanging branches next to bikeways and walkways.

x. All prohibited plant species shall be eradicated from the site and re-establishment of prohibited species shall not be permitted.

b. Any vegetation or physical element installed or functioning to meet the minimum landscaping requirements of this section shall be subject to inspection by the Development Services Director within one year after installation to ensure compliance with the standards of this section. If any such required vegetation dies or is severely damaged, it shall be promptly replaced with vegetation or elements meeting the requirements of this section. In determining the extent of replacement required, the Development Services Director shall consider the type and location of the required landscape area as well as the propensity for natural re-vegetation.

c. Removal or relocation of any tree shall be subject to the Tree Permit procedure in Section 155.2411, Tree Permit, and tree preservation standards in Section 155.5204, Tree Preservation.

d. All initial, relocated, and replacement plantings shall be subject to a maintenance guarantee that ensures their proper maintenance for at least one year, in accordance with Section 155.5902.B, Maintenance Guarantees.

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C. Minimum Development Site Landscaping

New developments shall provide plantings within pervious areas of the development site in accordance with the standards in Table 155.5203.C below for the base zoning district in which the development is located and the size of the lot contain the development.

TABLE 155.5203.C: MINIMUM DEVELOPMENT SITE LANDSCAPING

PD-I
<u>3 trees and 10 shrubs</u> per 3,000 sq ft of lot area or major fraction thereof

D. Vehicular Use Area Landscaping

1. Applicability

a. General

Except as otherwise provided by the provisions of this subsection, all vehicular use areas in all zoning districts shall include landscaping around and within the vehicular use area as a means of mitigating the parking area's microclimate and visual impacts.

b. Exemptions

The standards in this subsection shall not apply to single-family dwellings.

c. Conflict with CPTED Guidelines

The Development Services Director may waive all or part of the standards in this subsection 155.5203.D., if it is demonstrated that the implementation of the standards result in a conflict with the city's adopted CPTED guidelines.

2. General

a. Required landscaped planting areas and canopy trees shall be distributed and sited within and around the vehicular use area so as to maximize heat abatement.

b. Non-landscaping features such as walkways, light or utility poles, fire hydrants, and stormwater management facilities may be located in required landscaped areas only to the maximum extent necessary to comply with other provisions of this Code and provided the minimum landscaping width and planting standards for vehicular use areas are met.

3. Perimeter Landscaping Strips

Perimeter landscaping strips shall be provided and maintained around the perimeter of a vehicular use area to screen view of it from any abutting public right-of-way, private roadway, alley, property, or waterway in accordance with the following standards, except where such screening is provided by an intervening on-site building or other structure and on land crossed by an authorized vehicular, bicycle, or pedestrian accessway or easement for an underground utility line.

a. Location and Configuration

i. Except as provided in ii below, perimeter landscaping strips shall be located on the same property as the vehicular use area and placed to assure visibility and safety of bicyclists and pedestrians within the vehicular use area and on adjacent accessways.

ii. Where abutting properties are subject to the same perimeter landscaping strip requirement along a common property line, a single perimeter landscaping strip meeting these standards may

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be provided along either or both sides of the common property line through joint written agreement by the owners of the abutting properties.

b. Composition

Perimeter landscaping strips shall be comprised of:

i. Canopy trees spaced a maximum average of 30 feet on center, except that:

(A) Canopy trees may be spaced a maximum average of 40 feet on center within perimeter landscaping strips screening a vehicular use area from an abutting property or waterway;

(B) Where more than ten canopy trees are required, large palm trees may be substituted for 50 percent of required canopy trees, and shall be spaced a maximum average of 20 feet on center where used along an entire side of the vehicular use area ; and

(C) Understory trees spaced a maximum average of 20 feet on center may be substituted for canopy trees in areas beneath overhead utility lines; and

ii. Shrubs planted to form a continuous, opaque hedge along the perimeter of the vehicular use area, provided that:

(A) To allow security surveillance of parking areas, the shrubs shall be maintained at a maximum height of three feet above the elevation of the adjacent vehicular use area ; and

(B) A solid masonry wall up to three feet high may be substituted for all or part of the required shrub hedge provided that shrubs or vines spaced a maximum average of five feet on center shall be planted between the wall and any adjacent vehicular use area ; and

iii. Ground cover or grass planted in all areas not occupied by trees, shrubs, or walls.

c. Width

The minimum width of the perimeter landscaping strip shall be:

i. Not Applicable;

ii. Ten feet in all other developments on lots greater than 100 feet wide; However, a combination 15 foot perimeter landscape and walkway may substitute for the minimum 10 foot perimeter landscape strip; and perimeter landscape strips may be reduced by existing encroachment of walls, fences and/or retaining walls; and

iii. Not Applicable.

d. Credit towards Perimeter Buffers

Perimeter landscaping strips associated with a vehicular use area may be credited towards compliance with perimeter buffer standards. (See Section 155.5203.F, Perimeter Buffers.)

4. Interior Landscaping Standards

a. Applicability

i. General

Except as otherwise provided in subsection ii below, landscaped planting areas making up at least 15 percent of the total area of a vehicular use area shall be provided and maintained within the interior of a vehicular use area in accordance with the following standards.

ii. Exceptions

(A) Not Applicable.

(B) These standards shall not apply to parking decks or garages or to vehicle display areas.

(C) For all other uses, other suitable solutions or innovative designs to reduce heat-glare may be substituted when approved by the Development Services Director, provided landscaped planting areas shall be provided and maintained within at least 15 percent of the interior of the vehicular use area, and such planting areas shall be distributed within the vehicular use area so as to avoid the appearance of an unbroken expanse of paved area.

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b. **Landscaped Islands in Parking Bays – Not Applicable. All Parking within a structure.**

c. **Landscaped Areas Between Parking Bays– Not Applicable. All Parking within a structure.**

d. **Landscaped Driveway Medians – Not Applicable. No Landscape medians**

5. Landscaping Between Vehicular Use Areas and Buildings

A landscaped area shall be provided between a vehicular use area and an abutting building in accordance with the following standards. No landscaped area is required along any parts of an abutting building facade containing building entrances, driveways into garages or carports, or loading docks.

a. The minimum width of the landscaped area shall be eight feet for each story in the abutting building facade, up to 24 feet.

b. The landscaped area shall include landscaping meeting the foundation planting standards in Section 155.5203.E.3.

E. Building Base Plantings

1. Purpose and Intent

Building base plantings are intended to soften the visual impact of building foundations and provide for the even dispersal of shrubs along the bases of building facades that face streets. They consist of shrubs planted around the base of a building to help soften its appearance.

2. Building Base Planting Required

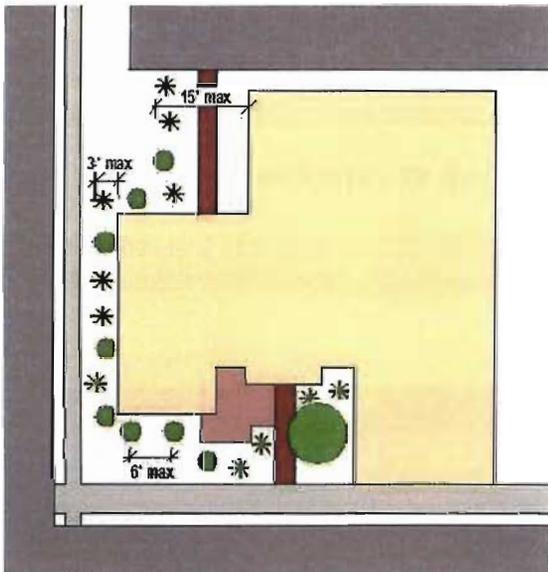


Figure 155.5203.E: Building base plantings.

Figure 155.5203.E: Building base plantings

Shrubs shall be planted along the base of any building facade facing a street. This requirement shall not apply to a building facade constructed along or within one foot of the street right-of-way boundary, or along any part of a building facade containing building entrances, driveways into garages or carports, or loading docks.

3. Building Base Planting Standards

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	At least 10 feet wide + A wall or semi-opaque fence at least 6 feet high + 1 tree per 30 linear feet + a continuous hedge at least 4 feet high on the exterior side of the wall or fence + 1 shrub per 10 linear feet on the interior side of the wall or fence	At least 20 feet wide + 1 canopy tree per 30 linear feet + 1 understory tree per 20 linear feet + 1 shrub per 5 linear feet
<p>NOTES:</p> <ol style="list-style-type: none"> 1. Developments with multiple buildings shall provide perimeter buffers around the perimeter of the development site instead around individual buildings. 2. Deviations from perimeter buffer width and screening requirements may be authorized in accordance with Section 155.2421, Administrative Adjustment. 3. Where an adjacent use is designed for solar access, understory trees may be substituted for canopy trees as necessary to minimize interference with solar access. 4. Fences or walls within a perimeter buffer shall comply with the standards of Section 155.5302, Fences and Walls. 5. A wall shall be designed to not interfere with the rooting of required trees. 6. Walls and fences shall include a gate to allow the access necessary to maintain the required screening. 7. Planting ratios shall be deemed per the prescribed number of linear feet or major fraction thereof. 		

4. Location of Perimeter Buffers

Perimeters buffers required by this subsection shall be located along the outer perimeter of the lot of which it is required, just inside its boundary with the lot being buffered or inside any access or utility easement running along that boundary that precludes or restricts provision of required screening.

5. Development within Required Buffers

- a. The required buffer shall not contain any development, impervious surfaces, or site features (except fences or walls) that do not function to meet the standards of this section or that require removal of existing vegetation, unless otherwise permitted in this Code.
- b. Sidewalks, trails, and other elements associated with passive recreation may be placed in perimeter buffers if all required landscaping is provided and damage to existing vegetation is minimized to the maximum extent practicable.
- c. Overhead and underground utility lines required or allowed by the city are permitted to cross perimeter buffers, but shall minimize the impact to vegetation to the maximum extent practicable. Where required landscaping material is damaged or removed due to utility activity

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within a required buffer, the landowner shall be responsible for replanting all damaged or removed vegetation necessary to ensure the buffer meets the standards in this Code.

G. Street Trees

1. Street Tree Plan

A Street Tree Plan is established to depict the species of trees that shall be planted along arterial and collector streets in the city. The Street Tree Plan shall be kept on file in the Development Services Department and is incorporated into and made part of the Administrative Manual by reference.

2. Street Trees Required of New Development

- a. New development shall provide street trees along any street except an alley.
- b. Required street trees shall be planted in a planting strip that is located between the roadway and the property line and is at least five feet wide. Where such a planting strip does not exist or is impractical to provide, street trees may be located in a vehicle use area's perimeter landscaping strip (See Section 155.5203.D.3, Perimeter Landscaping Strips.) where the perimeter landscaping strip adjoins the street right-of-way.
- c. Street trees shall be provided at a ratio of one street tree per 40 feet of street frontage. Required street trees shall be spaced no closer than 15 feet apart and no farther than 60 feet apart.
- d. Required street trees shall be understory trees to accommodate overhead utility lines.
- e. The variety and species of required street trees shall be in accordance with the Street Tree Plan.
- f. Installation and maintenance of required street trees shall be the responsibility of the adjoining property owner.

155.5204. TREE PRESERVATION

A. Intent to Maintain Municipal Certification by Broward County

The standards in this section, when combined with the Tree Permit provisions in Section 155.2411 and enforcement provisions in Article 8: Enforcement, are intended to qualify for certification by Broward County as containing requirements and standards that are as stringent as those in Article XIV (Tree Preservation and Abuse Ordinance) of the Broward County Code of Ordinances, and thus allow delegation to the city of the county's authority to regulate tree preservation and tree abuse within Pompano Beach. The provisions in this section shall be interpreted in accordance with that purpose.

B. Applicability

1. General

- a. Except where expressly provided otherwise in this Code, the requirements and standards in this section shall apply throughout the city.
- b. Issuance of a Tree Permit in accordance with Section 155.2411, Tree Permit, is required before any removal, relocation, replacement, or substantial alteration of any tree, any land clearing in an area designated as a Natural Forest Community, or any land disturbing, construction, or demolition activity, storage of materials, or operation of heavy equipment in the vicinity of a tree, unless exempted from the requirements and standards in this Part in accordance with subsection 2 below.

2. Exceptions

- a. The requirements and standards in this Part shall not apply to the following, which shall remain subject to the Broward County Tree Preservation and Abuse Ordinance:

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- i. Properties owned or controlled by Broward County, including but not limited to county facilities, road rights-of-way, and parks.
 - ii. Properties owned or controlled by the Broward County School Board.
 - iii. Any site designated by the Broward County Board of County Commissioners as a Local Area of Particular Concern, Urban Wilderness Inventory Area, Natural Resource Area, or Environmentally Sensitive Land.
 - iv. Any tree designated a historical tree by the Broward County Board of County Commissioners.
- b. In accordance with the Broward County Tree Preservation and Abuse Ordinance, the requirements and standards of Section 155.5204.C, Tree Removal, including the requirement to obtain a Tree Permit, shall not apply to owner-occupied residential properties of one (1) acre or less developed for single-family and duplex usage, except the following:
- i. Previously preserved, relocated or replaced trees that were preserved, relocated or replaced pursuant to a tree removal license; or
 - ii. Historical trees or Specimen trees.
- c. During emergency conditions caused by a hurricane or other natural disaster, the Development Services Director may suspend application of the provisions of this section—provided, however, that Tree Permits authorizing tree removals occurring during the emergency conditions and the replacement of the trees shall be obtained within two years after the end of the emergency condition.

3. Doubling of Application Fee if Tree is Removed Before a Tree Permit is Obtained

If a tree is removed before a Tree Permit is obtained, the application fee for a Tree Permit authorizing the tree removal shall be doubled.

C. Tree Removal

1. The Development Services Director shall approve a Tree Permit authorizing tree removal only on making one or more of the following findings:

a. That the tree removal is necessary to accommodate a proposed development. that the proposed development cannot be located on the site without tree removal, despite every reasonable effort having been made to incorporate the tree(s) proposed to be removed into the development and to minimize the number of trees removed.

b. That the tree proposed to be removed is dead, effectively destroyed, diseased, injured, or otherwise of poor quality and condition.

c. That the tree proposed to be removed is obstructing safe vehicular cross visibility.

d. That the tree proposed to be removed is too close to an existing structure so as to endanger the structure, or otherwise is creating ongoing safety problems for existing development.

e. That the tree is an invasive tree, as defined in Part 5 (Terms and Uses Defined) of Article 9: Definitions and Interpretation, provided the removal results in the complete removal of the invasive tree.

2. If trees proposed to be removed are located within a Natural Forest Community, as defined in Part 5 (Terms and Uses Defined) of Article 9: Definitions and Interpretation, the Development Services Director shall approve a Tree Permit authorizing tree removal only on making the following additional findings:

a. That any areas providing habitat to species listed in *Office Lists of Endangered and Potentially Endangered Fauna and Flora in Florida* (Florida Game and Freshwater Fish Commission) have been identified and will be preserved.

b. That areas of high on-site wildlife utilization have been identified and will be preserved.

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c. That areas containing relatively undisturbed tree canopy, subcanopy, and groundcover have been identified and will be preserved.

3. Activities associated with authorized tree removal shall not cut down, destroy, remove, relocate, effectively destroy, or damage any other tree on the site unless a Tree Permit authorizing such action is first obtained.

4. No dead tree shall be allowed to remain on any developed property. Any dead tree on developed property shall be removed in accordance with a Tree Permit approved in accordance with Section 155.2411, Tree Permit.

D. Tree Relocation

1. Tree Relocation Required

a. Any tree proposed and authorized for tree removal in accordance with Section 155.5204.C, Tree Removal, shall be relocated unless the tree is an invasive tree or it is demonstrated that relocation is not a viable alternative for the particular tree—in which case, the removed tree shall be replaced in accordance with Section 155.5204.E, Tree Replacement.

b. A tree may be relocated to another property upon demonstration that the property on which the trees is located lacks available space for its relocation. If relocated to another property, written authorization from the owner of the other property is required.

2. Tree Relocation Standards

Tree relocation shall occur in accordance with landscaping BMPs, the standards in Section 155.5203.B, General Requirements for Landscaping, and the following standards:

a. Relocated trees shall be transplanted to a location within the city.

b. Tree relocation activities shall not unnecessarily damage any other tree to remain on the property.

c. Any tree being relocated shall not be unnecessarily damaged during its removal, transport, or replanting.

d. Before transplanting, a relocated tree shall be root pruned and may be canopy pruned in accordance with sound arboricultural standards.

e. To the maximum extent consistent with other tree relocation standards, relocated trees shall be transplanted to locations where they are unlikely to create an obstruction to solar access to an existing or approved solar energy collection system.

3. Tree Relocation Maintenance and Monitoring Requirements

Any person conducting tree relocation activities shall:

a. Maintain the health of a relocated tree for a period of one year from the date of planting;

b. Replace, within 60 days, a relocated tree that dies or is determined by the Development Services Director, to be effectively destroyed within one year of being relocated. The one year maintenance period shall begin again whenever a tree is replaced. The replacement trees are to be determined from the dollar value given for each at time of permitting.

4. Tree Relocation Bond Requirement

a. Any person conducting tree relocation activities must post a bond to insure the survival of trees designated for relocation. This bond shall be in addition to any other bond that may be required by any other entities. Determination of the bond amount shall be based from the dollar value given for each at time of permitting.

b. Release of bonds will occur upon completion of construction activities and successful tree relocation, as set forth in this section, and with written approval by the Development Services Director.

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c. If a tree is determined to be effectively destroyed within one year from the date of relocation, and no efforts have been made for preservation or replacements, the bond shall be drawn upon and funds will be deposited into the tree Canopy Trust Fund.

E. Tree Replacement

1. Tree Replacement Required

a. General

If the Development Services Director determines that a removed tree is an invasive tree or cannot be successfully relocated, the tree shall be replaced in accordance with the following standards.

b. Required Number of Replacement Trees

i. The minimum number of replacement trees required to compensate for removed trees that cannot be successfully relocated shall be the number of trees whose combined purchase price, as determined by the Development Services Director, equal the dollar value of the removed trees, as determined by an appraisal prepared by an ISA Certified Arborist in accordance with *Guide for Plant Appraisal* (Council of Tree and Landscape Appraisers), as amended, and submitted as part of the application for a Tree Permit.

ii. If trees are removed before obtaining authorization for removal through a Tree Permit Application, and the value of the removed trees(s) cannot be determined from any remnants, such value shall use aerial photography; on-site inspection; and/or review of a tree survey. The number of required replacement trees shall be based upon the size of canopy impacted and the type of replacement trees selected by the applicant and approved by Development Services Director. The canopy of the replacement trees at maturity shall at least equal the canopy removed. The following table shall be used to determine the number of required replacement trees:

TABLE 155.5204.E.1.b.ii. DETERMINING REQUIRED NUMBER OF REPLACEMENT TREES (FOR TREES REMOVED BEFORE OBTAINING AUTHORIZATION THROUGH TREE PERMIT APPLICATION)

TABLE 155.5204.E.1.b.ii. DETERMINING REQUIRED NUMBER OF REPLACEMENT TREES (FOR TREES REMOVED BEFORE OBTAINING AUTHORIZATION THROUGH TREE PERMIT APPLICATION)	
Replacement Tree Type	Replacement Canopy Area Credit (In Square Feet)
Type 1 Tree	300
Type 2 Tree	100
Type 3 Tree	50
NOTES: Type 1: Minimum of twelve (12) feet in height , Florida Grade #1 canopy tree at time of planting Type 2: Minimum of ten (10) feet in height , Florida Grade #1 under story tree at time of planting; Type 3: Minimum of fourteen (14) feet in overall height , Florida Grade #1 palm tree at time of planting	

c. Timing of Planting Replacement Trees

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i. Except as otherwise provided by subsection ii below or Section 155.5204.E.1.d, Payment In Lieu of Tree Replacement, the required number of replacement trees shall be planted within 60 days after issuance of the Tree Permit unless the trees are being removed and replaced in association with an authorized development, in which case required replacement trees shall be planted before issuance of a Certificate of Occupancy for the development, or for the approved development phase containing the replacement trees.

ii. The Development Services Director may, for good cause shown, grant extensions to the above time limit, allowing a developer/owner to delay the planting of required replacement trees. Circumstances that may warrant an extension include, but are not limited to, completion of utility work occurring in a proposed replacement tree planting area that is incomplete or delayed.

iii. Any extension of the time limit shall be conditioned on the required replacement trees being installed as soon as practicable after the delay-warranting circumstances cease to exist and the provision of a maintenance guarantee in accordance with Section 155.5204.H.2, Maintenance Guarantee.

d. Payment In Lieu of Tree Replacement

On determining that replacement of removed trees is not feasible due to the lack of available planting space, the Development Service Director may allow the applicant for a Tree Permit to meet all or part of the replacement tree requirement by paying into the Tree Canopy Trust Fund an amount of money equal to the appraised dollar value of the removed trees for which the payment is being made in lieu of actual tree replacement, as determined in accordance with Section 155.5204.E.1.b, Required Number of Replacement Trees.

2. Tree Replacement Standards

a. Tree replacement shall comply with landscaping BMPs, the standards in Section 155.5203.B, General Requirements for Landscaping.

b. Replacement trees shall be planted at a location within the city.

c. To the maximum extent consistent with other tree replacement standards, relocated trees shall be planted at locations where they are unlikely to create an obstruction to solar access to an existing or approved solar energy collection system.

F. Tree Protection During Development or Demolition Activity

1. Responsibility

During any development or demolition activity, the property owner or developer shall be responsible for protecting existing trees to be preserved (as identified by a Tree Permit required for the land disturbing activities associated with the development or demolition activity) and installed trees.

2. Protective Fencing, Marking, and Signage

a. Protective Fencing

i. Within or near land areas proposed to be disturbed as part of development or demolition activities, trees to be preserved shall be fenced with a sturdy and visible fence that is erected no closer than one linear foot outside of the tree's drip line. The Development Services Director shall consider existing site conditions in determining the exact location of tree protection fencing.

ii. All required protective fencing in areas proposed for land disturbance shall be at least four feet high and of durable construction (i.e., chain link or wooden post with 2x4 wire mesh). Posts shall be located no more than ten feet on-center. Chain link or wire fencing utilized as tree protection fencing shall not be required to be vinyl coated.

(See Figure 155.5204.F.2: Tree protection fencing and signage.)

b. Protective Marking

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In areas that are remote from areas proposed for land disturbance, trees to be preserved may be fenced in accordance with subsection a above, or the same tree protection area may be marked with highly visible (bright orange), continuous, and durable construction fencing.

c. Duration of Protective Fencing, Marking, or Signage

Required protective fencing, marking, and signage shall be erected before any grading or other development or demolition activity begins and shall be maintained throughout the period of development or demolition activity, until after final landscaping inspection.

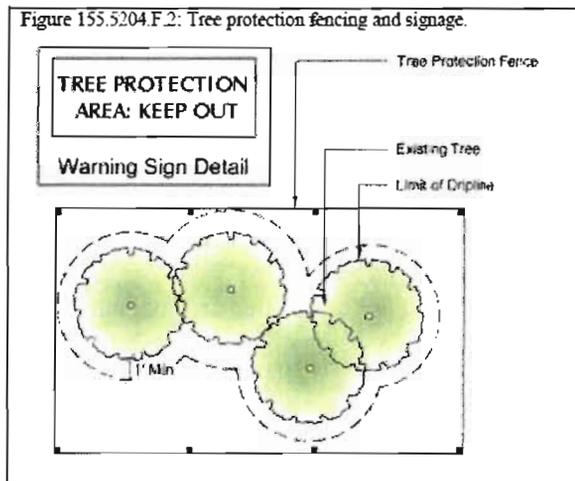


Figure 155.5204.F.2: Tree protection fencing and signage

d. Warning Signage

Warning signs shall be installed along any required tree protection fencing at points no more than 150 feet apart. The signs shall be clearly visible from all sides of the outside of the fenced-in area. The size of each sign must be a minimum of two feet by two feet and shall contain the following language: "TREE PROTECTION AREA: KEEP OUT."

3. Tree Protection Area Limitations and Requirements

Areas located within required tree protection fencing or marking are considered as tree protection areas. Encroachments into tree protection areas may occur only when no other alternative exists, and shall comply with landscaping BMPs and the following limitations and requirements:

a. Construction Activity, Equipment, or Materials Storage

No development or demolition activity—including grading, the operation or parking of heavy equipment, or the storage of material—shall be allowed within the tree protection area.

b. Clearing of Vegetation

Any clearing of vegetation within the tree protection area shall be only by hand.

c. Use of Retaining Walls and Drywells

Retaining walls and drywells may be used to protect trees to be preserved from severe grade changes if venting adequate to allow air and water to reach tree roots is provided through any fill.

d. Underground Utility Lines

Underground utility lines shall be routed around the tree protection area where possible. If this is not possible, a tunnel made by a power-driven soil auger may be used under the tree.

e. Impervious Surface

No impervious surface (including, but not limited to, paving or buildings) may be located within a tree protection area.

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4. Fences and Walls

Installation of fences and walls shall take into consideration the root systems of existing trees. Post-holes and trenches close to trees shall be dug by hand and adjusted as necessary to avoid damage to major roots. Continuous footers for masonry walls shall end at the point where major large roots are encountered and these roots bridged.

5. Repair of Damaged Trees

If any tree to be preserved is damaged during development or demolition activities, the tree shall be promptly repaired by:

- a. Corrective pruning for damage to tree canopy by an ISA Certified Arborist; or
- b. Measures such as corrective root pruning, fertilization, soil enhancements for damage to tree roots, and application of irrigation to compensate for root loss.

G. Tree Abuse

1. Tree Abuse Prohibited

a. General

- i. No person shall cause, suffer, permit, or allow tree abuse, as defined in Part 5 (Terms and Uses Defined) of Article 9: Definitions and Interpretation, within the city.
- ii. No owner of land in the city shall cause or allow the abuse of any tree on that land, or possess an abused tree on that land.

b. Exemptions

The following activities are exempt from the prohibition of tree abuse in subsection a above:

- i. Topiary pruning when the pruned trees are located on owner-occupied property developed for a single-family dwelling or two-family dwelling and are identified as topiary trees on an approved landscape plan; or
- ii. Tree abuse necessary to alleviate a dangerous condition posing an immediate threat to the public or property, provided the threat cannot be remedied by pruning that does not constitute tree abuse.
- iii. Shaping of trees to protect property, such as buildings or infrastructure, where it is demonstrated that shaping of the trees has occurred historically.

2. Corrective Measures for Tree Abuse

- a. Any person that abuses a tree or any landowner that possesses an abused tree shall:
 - i. Undertake pruning and other corrective action determined by the Development Services Director, including—but not limited to—the permitted removal of severely abused trees to protect public safety and property, and corrective pruning by an ISA Certified Arborist to improve the health and form of abused trees;
 - ii. Plant replacement trees in accordance with Section 155.5204.E, Tree Replacement, if the abused tree's natural habit of growth is destroyed; and
 - iii. Make a payment into the city's Tree Canopy Trust Fund or other appropriate fund in accordance with Section [].
- b. Any corrective action(s) undertaken in accordance with this subsection shall be considered partial corrective action(s) required to cure a violation and are in addition to any penalties that may be imposed by the city in accordance with Article 8: Enforcement.
- c. A Tree Permit shall be required for any corrective measure undertaken in accordance with this subsection.

H. Maintenance

1. Maintenance and Monitoring

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a. The health of a replacement tree or a tree subject to corrective pruning or other corrective action shall be maintained and monitored for a period of at least one year after the date it is planted. The health of a relocated tree shall be maintained and monitored for up to three years after the date it is transplanted, as determined by the Development Services Director based on the type and size of the relocated tree.

b. The Development Services Director shall inspect a relocated tree, replacement tree, or tree subject to corrective pruning or other corrective action one year after the transplanting, planting, or corrective action, as appropriate, and for relocated trees, at one-year increments during its maintenance and monitoring period. On determining that such a tree has died or been effectively destroyed, the Development Services Director shall order the tree to be replaced within 60 days, pursuant to a new Tree Permit. A new one-year maintenance and monitoring period shall start for the new replacement tree upon its planting.

c. All strapping and bracing material shall be monitored to prevent girdling and removed from all replacement trees at the end of the applicable maintenance and monitoring period.

2. Maintenance Guarantee

Any person other than a governmental entity who conducts tree relocation or replacement activities shall post a maintenance guarantee ensuring proper planting of the relocated or replacement trees and their survival for the applicable maintenance and monitoring period in accordance with Section 155.5902, Maintenance. This requirement may also be applied to persons conducting corrective pruning or other corrective action required by this section. This maintenance guarantee shall be in addition to any other performance guarantees or maintenance guarantees required for a proposed development or by any other entity.

155.5205. FLORIDA-FRIENDLY FERTILIZER USE

A. Findings

As a result of impairment to the City's surface and ground water caused by excessive nutrients, the City Commission has determined that the use of fertilizers on lands within the City contribute to adverse effects on surface and/or ground water. Accordingly, the City Commission finds that management measures contained in the most recent edition of the "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries, 2008," will be implemented by the city as set forth below.

B. Purpose and Intent

This section regulates the proper use of fertilizers by any applicator; requires proper training of Commercial and Institutional Fertilizer Applicators; establishes training and licensing requirements; establishes a Prohibited Application Period; specifies allowable fertilizer application rates and methods, fertilizer-free zones, low maintenance zones, and exemptions. This section requires the use of Best Management Practices For Fertilizer which provide specific management guidelines to minimize negative secondary and cumulative environmental effects associated with the misuse of fertilizers. These secondary and cumulative effects have been observed in and on the City's natural and constructed stormwater conveyances, canals, lakes, estuaries and other water bodies.

Collectively, these water bodies are an asset critical to the environmental, recreational, cultural and economic well-being of the residents and the health of the public. Overgrowth of algae and vegetation hinder the effectiveness of flood attenuation provided by natural and constructed stormwater conveyances. Regulation of nutrients, including both phosphorus and nitrogen contained in fertilizer, will help improve and maintain water and habitat quality.

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C. Applicability

This Section shall be applicable to and shall regulate any and all applicators of fertilizer and areas of application of fertilizer within the area of the City, unless such applicator is specifically exempted by the terms of this Section from the regulatory provisions of this Section. This Section shall be prospective only, and shall not impair any existing contracts.

D. Exemptions

This Section shall not be applicable to the following:

1. Bona fide farm operations as defined in the Florida Right to Farm Act, Section 823.14 Florida Statutes;
2. Other properties not subject to or covered under the Florida Right to Farm Act that have pastures used for grazing livestock; and
3. Any lands used for bona fide scientific research, including, but not limited to, research on the effects of fertilizer use on urban stormwater, water quality, agronomics, or horticulture.

E. Timing of Fertilizer Application

No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during the Prohibited Application Period, or to saturated soils. The Prohibited Application Period is defined as the rainy season which is between May 1 and October 31 of every year.

F. Fertilizer-Free Zones

Fertilizer shall not be applied within ten (10) feet of any pond, stream, watercourse, lake, canal, or wetland as defined by the Florida Department of Environmental Protection (Chapter 62-340, Florida Administrative Code) or from the top of a seawall, unless a deflector shield, drop spreader, or liquid applicator with a visible and sharply defined edge, is used, in which case a minimum of 3 feet shall be maintained. If more stringent the Zoning Code regulations apply, this provision does not relieve the requirement to adhere to the more stringent regulations. Newly planted turf and/or landscape plants may be fertilized in this Zone only for a sixty (60) day period beginning 30 days after planting if need to allow the plants to become well established. Caution shall be used to prevent direct deposition of nutrients into the water.

G. Low Maintenance Zones

A voluntary ten (10) foot low maintenance zone is strongly recommended, but not mandated, from any pond, stream, water course, lake, wetland or from the top of a seawall. A swale/berm system is recommended for installation at the landward edge of this low maintenance zone to capture and filter runoff. If more stringent the Zoning Code regulations apply, this provision does not relieve the requirement to adhere to the more stringent regulations. No mowed or cut vegetative material may be deposited or left remaining in this zone or deposited in the water. Care should be taken to prevent the over-spray of aquatic weed products in this zone.

H. Fertilizer Content and Application Rates

1. Fertilizers applied to turf within the City shall be formulated and applied in accordance with requirements and directions provided by Rule 5E-1.003(2), Florida Administrative Code, Labeling Requirements For Urban Turf Fertilizers.
2. Fertilizer containing nitrogen or phosphorus shall not be applied before seeding or sodding a site, and shall not be applied for the first 30 days after seeding or sodding, except when hydro-seeding for temporary or permanent erosion control in an emergency situation (wildfire, etc.), or in accordance with the Stormwater Pollution Prevention Plan for that site.
3. Nitrogen or phosphorus fertilizer shall not be applied to turf or landscape plants except as provided in (a) above for turf, or in UF/IFAS recommendations for landscape plants, vegetable

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gardens, and fruit trees and shrubs, unless a soil or tissue deficiency has been verified by an approved test.

I. Application Practices

1. Spreader deflector shields are required when fertilizing via rotary (broadcast) spreaders. Deflectors must be positioned such that fertilizer granules are deflected away from all impervious surfaces, fertilizer-free zones and water bodies, including wetlands.

2. Fertilizer shall not be applied, spilled, or otherwise deposited on any impervious surfaces.

3. Any fertilizer applied, spilled, or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed to the greatest extent practicable.

4. Fertilizer released on an impervious surface must be immediately contained and either legally applied to turf or any other legal site, or returned to the original or other appropriate container.

5. In no case shall fertilizer be washed, swept, or blown off impervious surfaces into stormwater drains, ditches, conveyances, or water bodies.

J. Management of Grass Clippings and Vegetative Matter

In no case shall grass clippings, vegetative material, and/or vegetative debris be washed, swept, or blown off into stormwater drains, ditches, conveyances, water bodies, wetlands, or sidewalks or roadways. Any material that is accidentally so deposited shall be immediately removed to the maximum extent practicable.

K. Training

1. All commercial and institutional applicators of fertilizer within the incorporated area of the City, shall abide by and successfully complete the six-hour training program in the "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries" offered by the Florida Department of Environmental Protection through the University of Florida Extension "Florida-Friendly Landscapes" program, or an approved equivalent.

2. Private, non-commercial applicators are encouraged to follow the recommendations of the University of Florida IFAS Florida Yards and Neighborhoods program when applying fertilizers.

L. Licensing of Commercial Applicators

1. Prior to 1 January 2014, all commercial applicators of fertilizer within the incorporated area of the City shall abide by and successfully complete training and continuing education requirements in the "Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries", offered by the Florida Department of Environmental Protection through the University of Florida IFAS "Florida-friendly Landscapes" program, or an approved equivalent program, prior to obtaining the City Business Tax Receipt for any category of occupation which may apply any fertilizer to turf and/or landscape plants. Commercial Fertilizer Applicators shall provide proof of completion of the program to the City Tax Collector's office within 180 days of the effective date of this ordinance.

2. After December 31, 2013, all commercial applicators of fertilizer within the incorporated area of the City, shall have and carry in their possession at all times when applying fertilizer, evidence of certification by the Florida Department of Agriculture and Consumer Services as a Commercial Fertilizer Applicator per 5E-14.117(18) F.A.C.

3. All businesses applying fertilizer to turf and/or landscape plants (including but not limited to residential lawns, golf courses, commercial properties, and multi-family and condominium properties) must ensure that at least one employee has a "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries" training certificate prior to

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the business owner obtaining a Local Business Tax Receipt. Owners for any category of occupation which may apply any fertilizer to Turf and/or Landscape Plants shall provide proof of completion of the program to the City Tax Collector's Office.

M. Enforcement

Funds generated by penalties imposed under this section shall be used by the City for the administration and enforcement of section 403.9337, Florida Statutes, and the corresponding sections of this ordinance, and to further water conservation and nonpoint pollution prevention activities.

PART 3 SCREENING, FENCES, AND WALLS

155.5301. SCREENING

A. Screening of Mechanical Equipment

1. Applicability

a. New Development

i. The following exterior mechanical equipment and similar features shall be screened from view from adjacent streets and properties in accordance with the standards of this subsection:

(A) Electrical and gas-powered mechanical equipment and power systems equipment (e.g., permanent electrical generators, refrigeration equipment and ductwork, swimming pool pumps, back-flow prevention devices);

(B) Heating, ventilating, and air conditioning equipment, tanks, and ductwork (e.g., air conditioning condensers and compressors, heat pump condensers and evaporators, bottled gas tanks);

ii. Roof or wall-mounted antennas, vent openings, tower and blades or a small wind energy system, or the solar panels or modules of a solar energy collection system shall not be considered exterior mechanical equipment for purposes of these screening standards.

b. Development Existing on or Before October 30, 1973 – Not Applicable

c. The Development Services Director may waive all or part of the standards in this subsection, 155.5301.A., if it is demonstrated that the implementation of the standards results in a conflict with the city's adopted CPTED guidelines.

2. Screening Standards

a. Roof-Mounted Mechanical Equipment

Mechanical equipment mounted on the roof of a building shall be screened by a parapet wall, roof screen, or similar device that is integrated into the building's architectural design and of a height equal to or exceeding the height of the mechanical equipment being screened.

b. Ground-Mounted Mechanical Equipment

Mechanical equipment mounted on or near ground-level shall be screened by adjacent buildings, dense continuous hedges installed in accordance with Section 155.5203.B.2.g, Shrubs and Hedges, or decorative walls or fences incorporating at least one of the primary materials or colors of the nearest wall of the primary structure on the lot. The height of the vegetation, wall, or fence shall be at least six inches above the height of the mechanical equipment being screened.

B. Screening of Off-Street Loading and Service Areas

1. All off-street loading areas and services areas (e.g., refuse or recyclables collection area, equipment cleaning area) shall be located and designed to reduce the adverse visual and acoustic impacts of their use on adjacent streets and properties.

2. Exterior off-street loading and service areas shall be screened from view from adjacent streets and properties by durable, sight-obscuring walls, fences, and/or dense continuous hedges

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that are at least six feet in height. Points of vehicular access into or from the loading or service area need not be screened, provided they are located and designed to minimize direct views into the service or loading area from adjacent streets and properties.

3. Screening walls and fences shall incorporate at least one of the primary materials or colors of the primary structure on the lot. Screening hedges shall be of a type and quality as that used for site landscaping.

4. The Development Services Director may waive all or part of the standards in this subsection, 155.5301.B., if it is demonstrated that the implementation of the standards results in a conflict with the city's adopted CPTED guidelines.

C. Location and Screening of Commercial Containers

1. Applicability

a. Multifamily and Nonresidential Development

Except as otherwise provided in subsection c below, on any multifamily and nonresidential properties, all exterior commercial containers—including, but not limited to, garbage dumpsters and compactors, cardboard receptacles and compactors, large recyclable containers, grease/oil tanks and garbage cans and carts—shall be screened from view from adjacent streets and properties in accordance with the standards in this subsection.

b. Development Existing on or Before October 24, 1978 – Not Applicable

c. Exemptions

These standards shall not apply to commercial containers placed by or on authority of the city on a temporary basis or placed for the temporary purpose of disposing of waste generated during construction (e.g., construction waste bins) or demolition activity on the site.

d. The Development Services Director may waive all or part of the standards in this subsection, 155.5301.C., if it is demonstrated that the implementation of the standards results in a conflict with the city's adopted CPTED guidelines.

2. Location

Commercial containers shall not be placed in the following locations:

- a. Within five feet of any property line;
- b. Any required landscaped area;
- c. Any front yard or street side yard;
- d. Any fire lane;
- e. Any off-street parking space;
- f. Any location that blocks vehicular, bicycle, or pedestrian traffic; and
- g. Any location that interferes with utilities.

3. Screening of Commercial Containers

a. Commercial containers shall be screened on three sides by a durable, sight-obscuring walls constructed of brick, masonry, stone, or similar material, and on the fourth side by a wood or metal gate.

b. If a container is one regularly accessed by pedestrians, the required walls shall include an opening at least three feet wide for pedestrian access. This pedestrian opening shall be screened from view by an "L"-shaped extension of a screening wall.

c. The height of the screening walls and gate shall be at least six inches higher than the height of the container.

d. Where the container is located next to a building wall, the building wall may serve as a screening wall, and the other screening walls or fences shall incorporate at least one of the primary materials or colors of the adjacent building wall.

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e. The external sides of walls screening a commercial container shall have a "finished" surface (e.g., textured or painted) and shall be landscaped to soften their visual impact in accordance with Section 155.5302.F.3, Fence and Wall Landscaping.

D. Outdoor Storage Areas – Not Applicable. No outdoor storage

155.5302. FENCES AND WALLS

A. Purpose

The purpose of this section is to regulate the location, height, and appearance of fences and walls to maintain visual harmony within neighborhoods and the city, protect adjacent properties from the indiscriminate placement and unsightliness of fences and walls, and ensure the safety, security, and privacy of properties.

B. Applicability

1. The provisions of this section shall apply to all construction, substantial reconstruction, or replacement of fences or walls not required for support of a principal or accessory structure, or any other linear barrier intended to delineate different portions of a lot.

2. If there is any inconsistency between the provisions of this section and any screening standard in Section 155.5301, Screening, the standards in Section 155.5301, Screening, shall control.

3. The Development Services Director may waive all or part of the standards in this section, 155.5302, if it is demonstrated that the implementation of the standards results in a conflict with the city's adopted CPTED guidelines.

C. General Requirements for Fences and Walls

1. Fences Prohibited on Vacant Lots

a. General

Except as otherwise provided in subsection b below, fences are prohibited on any lot that is vacant for any reason (including the result of demolition) or is generally in a vacant state. Lots containing a principal building or principal use (including lots containing community gardens, parks, or other open space uses) shall not be considered vacant land.

b. Exceptions

i. Fencing Allowed on Vacant Lots

A split rail type barrier, guard rail type barrier, or posts or bollards with connecting wires or chains may be erected around the perimeter of a lot to deter vehicular access to the lot if the fence:

(A) Has no more than three horizontal members; and

(B) Is no more than four feet in height above ground level or the level of a berm that is no more than four feet high and is covered with landscaping and ground cover.

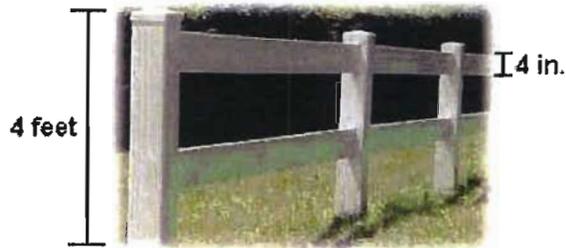
ii. Fencing Required on Vacant Lots Along the Scenic Highway

(A) Vacant lots located along the Scenic Highway shall provide a white split rail type, low-profile barrier fence that is up to four feet tall with no more than two horizontal members, which shall look like the split rail fence in the picture below, along the front and corner (if applicable) lot lines to deter illegal parking on the lot.

(B) Corner vacant lots along the Scenic Highway shall also provide a white split rail type, low-profile barrier, fence that is up to four feet tall with no more than two horizontal members, which shall look like the split rail fence in the picture below along the lot's frontage on the side street.

(C) Vacant lots along the Scenic Highway with a single-family residential zoning district are exempt from the requirements of this section.

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2. Location

Fences and walls are permitted along the perimeters of properties and within front, side, and rear yards except where expressly prohibited by this Code, the Building Code, or other city ordinance.

3. Fences and Walls near Fire Hydrants

Fences and walls shall not be located where they would prevent immediate view of, or access to, fire hydrants or other fire-fighting water supply devices, in accordance with the Fire Code.

4. Fences in Easements

Fences shall be prohibited within utility easements except to the extent approved by the Development Services Director after finding the fence would not impede the purpose or function of the easement, as set forth in an easement agreement with the city. The city shall not be responsible for damage to, or the repair or replacement of, fences that must be removed to access such easements. In no instance shall this provision be construed to prevent fencing around stormwater retention or detention facilities that may be required by this Code.

5. Blocking Natural Drainage Flow

No fence shall be installed so as to block or divert a natural drainage flow on to or off of any other land.

6. Fences on Retaining Walls or Berms

Except as otherwise allowed in Section 155.5302.C.1.b.i, Fencing Allowed on Vacant Lots, if a fence is constructed on top of a wall or berm, the combined height of the fence and wall or berm shall not exceed the maximum height that would apply to the fence or wall alone.

7. Fences and Walls Within Buffers

Fences and walls shall be installed so as not to disturb or damage existing vegetation or installed plant material within perimeter buffers.

8. Integration with Other Required Landscaping

Required landscape screening for fences or walls may be integrated into the landscaping required for vehicular use area screening or perimeter buffers, provided the standards in Section 155.5203, Landscaping, are maintained.

9. Customary Materials

Fences shall be constructed of any combination of treated wood posts and planks, rot-resistant wood, wrought iron, decorative metal materials, or chain link. Walls shall be constructed of brick, stone, masonry materials, or products designed to resemble these materials. Where certain materials are specified for particular types of screening or buffering fences or walls, all other materials are prohibited.

D. Height Requirements for Fences and Walls

1. Applicability

a. General

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Except for fences or walls exempted by subsection b below, a fence or wall shall comply with the height limits in this subsection. Fence or wall height is measured from natural grade.

b. Exemptions

i. Required Screening

A fence or wall provided to meet the standards of Section 155.5301, Screening, is exempted from the height standards of this subsection, but in no case shall the fence or wall exceed a height of ten feet.

ii. Recreational Fencing

Customary fencing provided as a part of a permitted tennis court, athletic field, or other recreational facility shall be exempt from the height restrictions of this subsection.

iii. Public Safety Use Fences and Walls

Major utilities, wireless communication towers, government facilities, and other public safety uses shall be allowed to increase maximum fence or wall heights to ten feet in front, side, and rear yards, unless further increased through an approved security plan—see subsection iv below.

iv. Security Plan Fences and Walls

An owner or tenant of property or a representative of a public agency responsible for a public facility may submit to the Development Services Director a site security plan proposing fences or walls taller than those permitted by this subsection, or the use of barbed or concertina wire atop a fence or wall. The Development Services Director shall approve, or approve with conditions, the site security plan and its proposed exemption of fences or walls from the standards of this subsection, on finding that:

(A) The condition, location, or use of the land, or the history of activity in the area, indicates the land or any materials stored or used on it are in significantly greater danger of theft or damage than surrounding land; and

(B) The proposed taller fences or walls, or use of barbed or concertina wire, will not have a significant adverse effect on the security, functioning, appearance, or value of adjacent lands or the surrounding area as a whole.

2. Fences and Walls in Residential Districts

Except as otherwise provided in 155.5302.D.5, Fences and Walls Adjacent to Waterways, the following height limits shall apply to fences and walls within Residential zoning districts:

a. No fence or wall within a front yard or a street side yard shall exceed a height of four feet, provided that a fence or wall in a street side yard may be up to six feet in height if set back at least four feet from the street side lot line. Fence posts, including decorative finials, may extend up to six inches above the maximum fence height.

b. No fence or wall within an interior side yard or a rear yard shall exceed a height of six feet.

3. Fences and Walls in Commercial and Special Districts

Except as otherwise provided in 155.5302.D.5, Fences and Walls Adjacent to Waterways, no fence or wall within a commercial or special base zoning district shall exceed a height of eight feet, provided that a fence or wall abutting an Industrial zoning district may be up to ten feet in height.

4. Fences and Walls in Industrial Districts – Not Applicable

5. Fences and Walls Adjacent to Waterways – Not Applicable

E. Perimeter Fences and Walls Abutting Street Rights-of-Way

Fences or walls located within 15 feet of a street right-of-way shall:

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1. Be located outside the right-of-way;
2. Be of a uniform style; and
3. Be constructed of brick, stone, or concrete (when covered with stucco or similar finish), vinyl, or vertical wooden boards.

F. Appearance

1. Finished Side to Outside



Figure 155.5302.F.1: Fence with finished side out.

Figure 155.5302.F.1: Fence with finished side out

Wherever a fence or wall is installed, if one side of the fence or wall appears more "finished" than the other (e.g., one side of a fence has visible support framing and the other does not, or one side of a wall has a textured surface and other does not), then the more "finished" side of the fence shall face the exterior of the lot rather than the interior of the lot. (See Figure 155.5302.F.1: Fence with finished side out.) However, in the event that a wood fence is constructed against a significant obstacle on the adjoining property such as a hedge or another fence, that line of fence against the obstacle may be constructed with posts on the outside of the fence provided that the horizontal rails are at least 50% covered by boards on the side facing away from the property on which the fence is constructed.

2. Compatibility of Materials Along a Single Lot Side

All fencing or wall segments located along a single lot side shall be composed of a uniform style and colors.

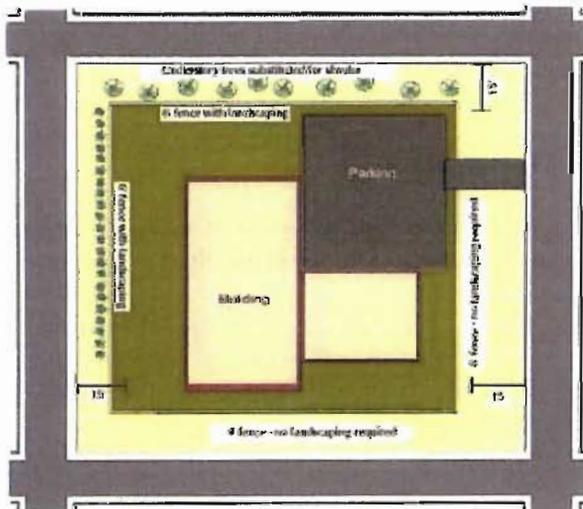


Figure 155.5302.F.3: Fence and wall landscaping.

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Figure 155.5302.F.3: Fence and wall landscaping

3. Fence and Wall Landscaping

All chain link fences and all fences and walls exceeding four feet in height, if located within 15 feet of a street right-of-way, shall be supplemented with landscape screening in accordance with the standards in a and b below, to soften the visual impact of the fence. (See Figure 155.5302.F.3: Fence and wall landscaping.)

a. Shrubs Required

One evergreen shrub shall be installed for every five linear feet of fence or wall, and on the side of the fence or wall facing the public street right-of-way. Shrubs shall meet the size standards of Section 155.5203.B.2.g, Shrubs, and may be installed in a staggered, clustered, grouped, or linear fashion.

b. Substitution of Understory Trees

One understory or ornamental tree may be substituted for every three shrubs provided that the tree meets the size standards of Section 155.5203.B.2.h, Trees.

G. Prohibited and restricted fences

1. Chain Link Fences Along Arterial and Collector Streets

Fences constructed of chain link fences shall be prohibited abutting an arterial or collector street designated on the Broward County Trafficways Plan.

2. Barbed Wire, Razor Wire, Concertina Wire, and Aboveground Electrified Fences

In all zoning districts, fences using barbed, razor, or concertina wire and aboveground electrified fences shall be prohibited unless allowed through an approved security plan (See Section 155.5302.D.1.b.iv, Security Plan Fences and Walls.) Underground electric fences designed for control of domestic animals are allowed.

3. Debris, Junk, Rolled Plastic, Sheet Metal, Plywood, or Other Waste Materials

Fences or walls made of debris, junk, rolled plastic, sheet metal, plywood, or waste materials are prohibited in all zoning districts unless such materials have been recycled and reprocessed, for marketing to the general public, as building materials that resemble new building materials (e.g., picket fencing made from recycled plastic and fiber).

H. Maintenance Required

All fences and walls and associated landscaping shall be maintained in good repair and in a safe and attractive condition—including, but not limited to, the repair or replacement of missing, decayed, or broken structural and decorative elements.

PART 4 EXTERIOR LIGHTING

155.5401. GENERAL EXTERIOR LIGHTING STANDARDS

A. Purpose

The purpose of this section is to regulate exterior lighting to ensure the safety of motorists and pedestrians and minimize adverse impacts on adjacent properties. More specifically, this section is intended to:

1. Regulate lighting to assure that excessive light spillage and glare are not directed at adjacent properties, neighboring areas, and motorists;
2. Ensure that all site lighting is designed and installed to maintain adequate lighting levels on site while limiting negative lighting impacts on adjacent lands; and
3. Provide security for persons and land.

B. Applicability

1. General

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The provisions of this section shall apply to all development in the city unless exempted in accordance with Section 155.5401.B.2, Exemptions.

2. Exemptions

c. The Development Services Director may waive all or part of the standards in this Section, 155.5401, if it is demonstrated that the implementation of the standards results in a conflict with the city's adopted CPTED guidelines.

3. Lighting Plan Required

Applications for approval of a Major or Minor Site Plan (Section 155.2407) shall include a lighting plan (including a photometric plan) that addresses the standards in this section.

C. Lighting Location and Required Landscaping and Tree Protection

No exterior lighting fixtures shall be located in any landscaped planting areas required in and around vehicular uses areas in accordance with Section 155.5203.D, Vehicular Use Area Landscaping (e.g., perimeter landscaping strips, landscaped islands in parking bays, landscaped areas between parking bays, and landscaping between vehicular use areas and buildings).

D. Maximum Lighting Height

1. Except for outdoor sports fields or performance areas, the maximum height of exterior lighting fixtures, whether mounted on poles or walls or by other means, shall be:

- b. 20 feet in multifamily residential (RM-) zoning districts and those parts of nonresidential district within 200 feet of a residential zoning district; and
- c. 30 feet in all other parts of nonresidential districts.

2. Wherever possible, illumination of outdoor seating areas, building entrances, and walkways shall be accomplished by use of ground mounted fixtures not more than four feet in height.

E. Illumination Levels

All exterior lighting shall have intensities and a uniformity ratio consistent with the *IESNA Lighting Handbook* (Illuminations Engineering Society of North America) and shall be designed and located so that the illumination measured in foot-candles at finished grade shall comply with the standards in Table 155.5401.E, Minimum and Maximum Illumination Levels. The illumination shall take into account changes in finished grade, walls, and other existing or proposed building and site conditions.

TABLE 155.5401.E: MINIMUM AND MAXIMUM ILLUMINATION LEVELS

TABLE 155.5401.E: MINIMUM AND MAXIMUM ILLUMINATION LEVELS		
Zoning District	Minimum Illumination in Vehicular Use Areas ¹	Maximum Illumination at Property Line ²
All other	1.0 foot-candle	3.0 foot-candles
NOTES: 1. Measured at the edge of a vehicular use area, at ground level. 2. Measured at five feet above ground level		

F. Hours of Illumination

1. All exterior lighting not necessary for security or emergency purposes shall be reduced, activated by motion sensors, or turned off during no-operating hours.

2. For the purposes of this subsection, lighting "necessary for security or emergency purposes" shall be construed to mean the minimum amount of exterior lighting necessary to illuminate

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possible points of entry or exit into a structure, to illuminate exterior walkways, or to illuminate outdoor storage areas. Such lighting may be activated by motion sensor devices.

G. Illumination Direction and Shielding

1. Upwardly-directed lighting used to illuminate all or part of a structure or building facade shall use low-wattage architectural or decorative lighting so that direct light emissions are contained by the structure or facade and not be visible above the building roof line.

2. Light fixtures used to illuminate flags, statutes, or other objects mounted on a pole, pedestal, or platform shall use a narrow cone beam of light that does not extend beyond the illuminated object.

3. Any light source forming a lineal pattern shall be recessed within the structure in which it is located.

4. Any light source or lamp that emits more than 900 lumens shall be concealed or shielded with full cut-off style fixture with an angle not exceeding 90 degrees to minimize glare and unnecessary light diffusion onto adjacent properties and streets. (See Figure 155.5401.G: Shielding of light source to avoid light diffusion onto adjacent property.)

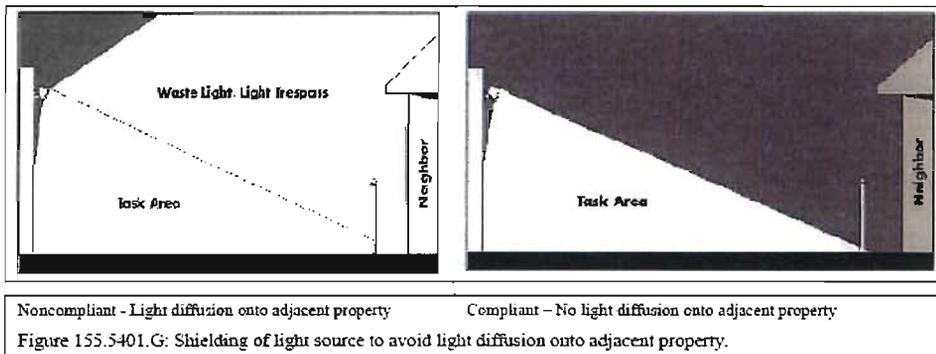


Figure 155.5401.G: Shielding of light source to avoid light diffusion onto adjacent property

H. Flickering or Flashing Lights

No flickering or flashing exterior lights shall be allowed except for temporary decorative seasonal lighting.

I. Wall Pack Lights

Wall packs on buildings may be used at entrances to a building to light unsafe areas. They are not intended to draw attention to the building or provide general building or site lighting. Wall packs on the exterior of the building shall be fully shielded (e.g., with true cut-off type bulb or light source not visible from off-site) to direct the light vertically downward and have a light output of 900 lumens or less.

J. Exemptions for a Security Plan

Government maintenance facilities, public safety facilities, parks and public spaces, and other uses where sensitive or dangerous materials are stored may submit to the Development Services Director a site security plan proposing exterior lighting that deviates from the standards in this subsection. The Development Services Director shall approve, or approve with conditions, the site security plan and its proposed deviation from the standards of this subsection, on finding that:

1. The proposed deviation from the standards is necessary for the adequate protection of the public;

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2. The condition, location, or use of the land, or the history of activity in the area, indicates the land or any materials stored or used on it are in significantly greater danger of theft or damage, or members of the public are at greater risk for harm than on surrounding land; and

3. The proposed deviation from the standards is the minimum required, and will not have a significant adverse effect on neighboring lands.

K. Illumination of Outdoor Sports Fields and Performance Areas

Lighting of outdoor sports fields and performance areas shall comply with the following standards:

1. Glare Control Package

All lighting fixtures shall be equipped with a glare control package (e.g., louvers, shields, or similar devices) and aimed so that their beams are directed and fall within the primary playing or performance area.

2. Hours of Operation

The hours of operation for the lighting system for any game or event shall not continue more than one hour after the end of the game or event.

155.5402. LIGHTING REQUIREMENTS FOR MARINE TURTLE PROTECTION

A. Purpose

The purpose of this section is to reduce impacts of coastal lighting on the nesting and hatching of threatened and endangered sea turtles through restrictions, constraints and requirements to preserve and protect sea turtles and sea turtle inhabitants. To help do so, it is the policy of the city that no artificial light shall directly illuminate any area of the incorporated beaches of the city.

B. Applicability

1. General

a. Except as otherwise provided in subsection 2 below, the standards in this section shall apply to any coastal lighting activity in the city that has the potential to adversely impact sea turtles.

b. If an exterior lighting standard in this section conflicts with an exterior lighting standard in Section 155.5401, General Exterior Lighting Standards, the standard in this section shall govern.

2. Exception

The provisions contained in this section shall not apply where the Florida Fish and Wildlife Conservation Commission or other state agency with the appropriate authority has approved alternative lighting standards that conflict with the standards in this section. Such approval shall be in writing and detail the standards approved. Artificial light sources that are generated by lamps, bulbs, and other lighting sources approved for use by the Florida Fish and Wildlife Conservation Commission shall not constitute a violation of this section when properly shielded, mounted, and directed so that no filament, bulb or glowing lens is visible from the beach. Such lighting includes, but is not limited to:

- a. Low pressure sodium (LPS) lamps of up to 35 watts;
- b. Red, orange, or amber light emitting diodes (LEDs) consisting of true red, orange, or amber diodes (not filters);
- c. True red neon lamps; and
- d. Long wave lighting sources that produce light measuring more than 560 nanometers on a spectroscope.

C. Existing Beachfront Light and Development - Not Applicable

D. New Beachfront Lighting and Development

All lighting proposed as part of new development, including parking lots and dune walkovers, that can be seen from the beach shall comply with the following standards.

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1. Floodlights, uplights, or spotlights used for decorative and accent purposes that are directly visible from the beach, or which indirectly or cumulatively illuminate the beach, are prohibited.
2. Wall-mounted light fixtures shall be fitted with hoods so the point source of light or any reflective surface of the light fixture is not directly visible from the beach.
3. Exterior light fixtures set on a base or pole shall not raise the source of light higher than 48 inches off the ground.
4. Only low intensity lighting shall be used to light parking areas, and light fixtures shall be positioned or shielded so that the light is cast downward and the light source is not visible from the beach and does not directly or indirectly illuminate the beach. Parking areas shall be located and designed to prevent vehicular headlights from directly or indirectly illuminating the beach. Vehicular lighting, parking area lighting, and roadway lighting shall be shielded from the beach through the use of ground-level barriers that do not interfere with marine turtle nesting or emergence of hatchlings, nor cause short or long-term damage to the beach and dune system.
5. Exterior lights used expressly for safety or security purposes shall be limited to the minimum number and configuration necessary for security and convenience. Lights designed to be activated only when approached (motion detectors) and switch off within two minutes duration are exempt if used for safety or security purposes.
6. Dune crosswalks, if lighted, shall utilize low-profile shielded luminaires.
7. Lights on balconies shall be fitted with hoods so they do not illuminate the beach.
8. Windows and glass doors—including those above the first floor of any multistory structures—located within line-of-sight of the beach are required to have tinted or filmed glass sufficient to shield interior lights and prevent them from illuminating the beach.
9. Temporary or security lighting of construction sites during the turtle nesting season shall be restricted so that illumination from the lights shall not spread the boundary of the property being developed, and in no case shall the lights illuminate the beach.
10. The screening or placement of hoods on artificial lights shall be consistent with any listing or labeling warnings, standards, requirements, or recommendations provided for the fixture in accordance with article 110-3 (b) of the National Electrical Code.

E. Streetlights and Lighting at Public Parks and Facilities – Not Applicable

PART 8 SUSTAINABLE DEVELOPMENT STANDARDS

155.5801. PURPOSE

The purpose of this Part is to promote sustainable development practices as a means of addressing global climate change, protecting natural resources, and ensuring a high quality of life for future city residents. More specifically, it is intended to require new development to use a basic level of site and building design options that conserve energy, promote a healthy landscape, support public health and safety, and otherwise increase the development's sustainability—to provide incentives to encourage even greater use of sustainable development practices.

155.5802. SUSTAINABLE DEVELOPMENT POINT REQUIREMENT

a. Applicability

All applications for approval of a Major Site Plan for multifamily residential, nonresidential, and mixed-use development shall incorporate a sufficient number of sustainable design options from

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Table 155.5802, Sustainable Development Options and Points, to demonstrate achievement of the minimum number of points required below for the specific type of development.

1. Not Applicable
2. Not Applicable.
3. Nonresidential and mixed-use development in all other districts shall achieve at least 12 points.

B. Sustainable Development Options

Table 155.5802, Sustainable Development Options and Points, sets forth a range of sustainable site and building design features and the number of points achieved by incorporating each design feature (or specified levels of the design feature).

TABLE 155.5802: SUSTAINABLE DEVELOPMENT OPTIONS AND POINTS

TABLE 155.5802: SUSTAINABLE DEVELOPMENT OPTIONS AND POINTS				
Green Feature	Design	Feature Description	Points	
Brownfield site redevelopment		Redevelopment of a brownfield site within a designated brownfield area	6	
Efficient Cooling		All air conditioners are Energy Star qualified.	2	
Efficient Water Heating		At least 75 percent of hot water on premises is heated via tankless water heaters or solar water heaters.	2	
Reuse Water		Water used for dish, shower, sink, and/or laundry purposes is reused for landscape or golf course irrigation.	2	
Green Building		The principal building meets or exceeds LEED certification for new construction. For sites with more than one principal building, points may be awarded for each.	LEED Certified	2
			LEED Silver	4
			LEED Gold	6
			LEED Platinum	8
Green Roof		At least 50 percent of the total surface area of the principal building's roof is a green roof constructed in accordance with the Building Code and ASTM green building standards.	4	
Herb or Vegetable Garden		At least one-fourth acre on the site consists of an edible herb or vegetable garden (which may be open to the public).	2	
Hurricane Resistant Structures		The principal building is constructed to meet increased wind loads.	150 mph load minimum 4	

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		200 mph load minimum	8
Infill or Mixed Use Development	The development constitutes infill development and/or mixed-use development.		4
Landscaped and Tree-Lined Street Median	Ingress and egress lanes of all non-service drives are separated by a landscaped median at least 5 feet wide and containing trees spaced no more than 40 feet apart.		2
Nature Path or Trail	Public pedestrian and/or bicycle access to natural elements is provided by a bike or pedestrian path or trail that is at least one-fourth mile long per every 150,000 square feet of building floor area and does not intrude on or unduly harm existing natural features.		1
Overhangs	Overhangs are present on all south windows for energy efficiency purposes.		2
Parking Structure	At least 75 percent of the development's total number of required off-street parking spaces is contained in a parking deck or garage.		2
Parking Structure, Green	At least 75 percent of the development's total number of required off-street parking spaces is contained in a parking deck or garage and at least 50 percent of the total surface area of the top of the parking structure is a green roof.		4
Permeable Parking Surfaces	Permeable surfacing materials are used for some or all of surface parking areas.	25 percent minimum	2
		59 percent minimum	4
Permeable Sidewalk Surfaces	Permeable or natural surfacing materials are used for all sidewalks.		2
Permeable Path or Trail Surfaces	Permeable or natural surfacing materials are used for all bike and pedestrian paths and trails.		1
Rain Gardens [Bio retention System]	The development includes rain gardens where each has an area of at least 100 square feet, is sized to hold stormwater runoff from between 5 and 10 percent of the impervious area draining to it, and consists of native plants planted in a sand/soil matrix soil bed with a mulch cover layer.	1 rain garden	1
		2 rain gardens	2
		3 rain gardens	3
		4 or more rain gardens	4

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Rain Water Reuse	At least 75 percent of rain water from the roofs of structures is captured and recycled for landscape or golf course irrigation.	2	
Skylights	The primary building is constructed with skylights that provide at least 10 percent of the light necessary for daily use on the story on which the skylights are located.	1	
Solar Panels	A portion of the energy used by the primary building is generated using solar panels located onsite.	15 percent minimum	4
		30 percent minimum	8
		45 percent minimum	12
Sustainable Landscape	The development achieves the Sustainable Sites certification for site and landscaping design	One Star	2
		Two Stars	4
		Three Stars	6
		Four Stars	8
White Roof	All roof surfaces are painted white.	2	
Wind Turbines	A portion of the energy used by the primary building is generated using wind turbines located onsite.	15 percent minimum	4
		30 percent minimum	8
		45 percent minimum	12
Other	The development includes other green features that conserve energy, promote a healthy landscape, support public health and safety, or increase sustainability—points to be awarded at the discretion of the Development Services Director.	Up to 6	

C. Documentation Required

Applicants shall provide documentation of techniques that will be used to satisfy the above requirement, as necessary, at the time of application submittal. Documentation for items that may not be visually verified as part of an inspection may be provided in the form of invoices, receipts, or delivery confirmation for the items in question.

155.5803. BONUSES FOR SUSTAINABLE DEVELOPMENT FEATURES – NOT APPLICABLE

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PD-I WH Pompano				
List of Deviations and Justifications				
Code Section	Type	Requirements	Proposed Deviation	Justification
155.5101.H	Access and Circulation	Bicycle	Provide a combination 7 foot minimum pedestrian and bicycle path in lieu of two separate paths	<p>Bicycles and pedestrian can share the same path from the public right-of-way to the main entrance of the building.</p> <p>Bicycles can also share the internal roadway with vehicles the very short distance from A-1A to the front entrance of the building where bicycle storage is located internally for residents.</p> <p>Segregating the various modes of transportation can lead to excessive speeds by vehicles and create an unsafe condition for pedestrians and bicyclists.</p> <p>Allowing the combined paths maximizes the use of the property and allows reduction in the parking podium height which preserve the view corridors of the neighbors from abutting amenity decks. The combined path also increases area for pervious/ landscape areas.</p>
155.5101.G.8.B	Parking Lot Entrance Driveways	Minimum Stacking	To allow 50 foot or more stacking from the parking garage entrances in lieu of the measurement from the centerline of the parallel driveway	The internal driveway within the project does not serve as a driveway for a parking lot. The driveway serves only to connect the two garage entrances and the front entrance of the building. The internal roadway is located close to A-1-A due to the podium and tower being pushed westward to preserve the views of the

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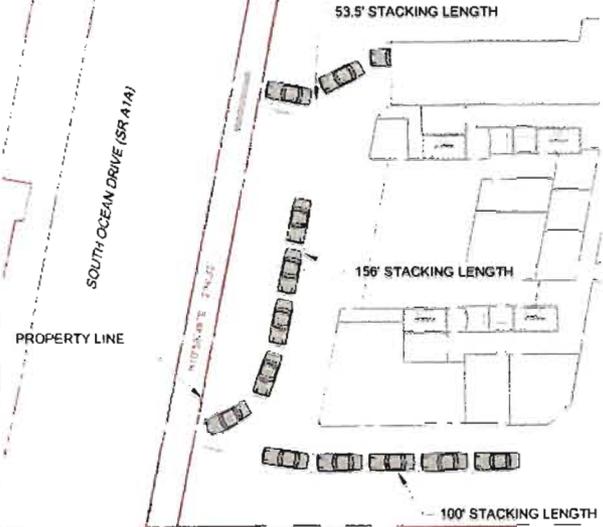
				<p>abutting properties. Vehicles can safely stack at both entrances to the property. The north entrance has 50 feet of stacking from the parking garage entrance to property line and does not intersect with the internal drive. The south entrance has more than 50 feet of stacking along both the parallel drive and between the building front and side loading zone as shown in the graphic below.</p> 
155.5102.I.1	Parking Space Dimensions	10 x 20 foot	To allow 9 x 18 foot parking spaces in lieu of 10 x 20 foot spaces	Allowing the parking space size maximizes the use of the property and allows reduction in the parking podium height thus preserving the view corridors of the neighbors from abutting amenity decks.

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155.5203.D.3.c.ii	Landscape	Perimeter Width	<p>To allow for combined 14 foot enhanced landscaped pedestrian/bicycle path along the north property line in lieu of the 10 foot perimeter landscape strip; and</p> <p>To allow the encroachment of an existing retaining wall into the perimeter landscape strip along the south property</p>	<p>The applicant is providing an innovative solution of providing an enhanced landscaped path to the public beach and oceanside café. The combination of 7 foot pathway and 10 perimeter landscape strip could not be achieved on the north side due to the parking podium being flatten to preserve the views of abutting properties from their amenity decks. Landscape materials being installed will be 1.5 – 2 times the minimum required size. The applicant is also proposing adding palm trees at 10 foot on center on the property to the north as additional buffer/screening.</p> <p>Along the portion of the south property line, the retaining wall for the Renaissance Condominium encroaches into the property. The developer is proposing 10 feet of landscaping everywhere along the south property except for where the existing retaining wall encroaches into the perimeter landscape strip.</p>
155.5203.D.5	Landscape	VUA and Building	To allow enhanced dune planting and increase size of plant material in lieu of the landscape requirement on east and south of building	The building has multiple opening along the front which include the main entrance, the parking garage entrance and an entrance to the retail space and along the south side including another garage entrance, loading area and access to emergence egress and mechanical rooms. Additionally, the building has been designed to preserve abutting resident's view of the beach/ocean. This design to preserve views pushes the building westward leaving less room for landscaping

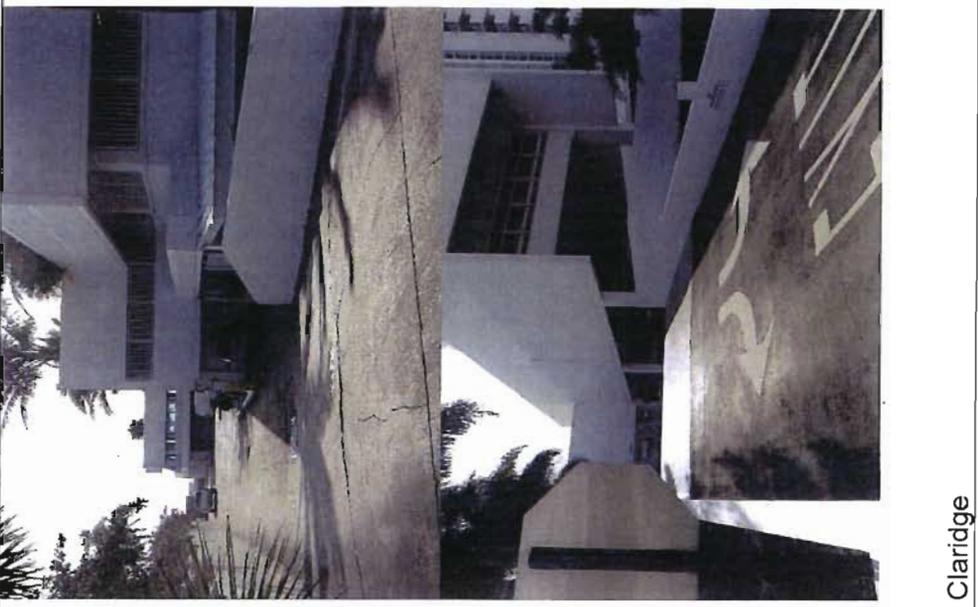
EXHIBIT G

EXHIBIT "B"
REGULATING PLAN

				<p>between the building and the VUA. This code requirement is very suburban in nature and does not take into account the urban areas nor infill areas of the city. The applicant does propose increasing the size and quantity of landscape material to compensate for not installing the landscape between the building and the VUA.</p> <p>As an alternative the landscaping, the developer is proposing enhanced dune planting on the east side of the property.</p> <p>Not providing the landscaping would also be consistent and compatible with the surrounding properties landscape designs. Many of the high rise buildings along A-1-A as well as the buildings directly abutting the north of south of this project do not have landscaped areas between the building and VUA.</p> <p>Below are photos of the abutting buildings. Renaissance</p>
--	--	--	--	---

**EXHIBIT "B"
REGULATING PLAN**

EXHIBIT G



Claridge

--	--	--	--

EXHIBIT G

EXHIBIT "B"
REGULATING PLAN

				would create a "closed-in" affect along the pathway.
155.3707	Air Park Overlay	Height	To allow the height of the building at 273 feet (302 feet AMSL to top of mechanical equipment) subject only to FAA approval	The proposed height of 273 feet from grade (302 feet AMSL) is compatible with the height of the existing abutting buildings. Allowing the height allows the tower to be built thinner thus preserving the neighbors beach/ocean views. The height will continue to be subject to FAA approval.

EXHIBIT G

EXHIBIT "B"
REGULATING PLAN

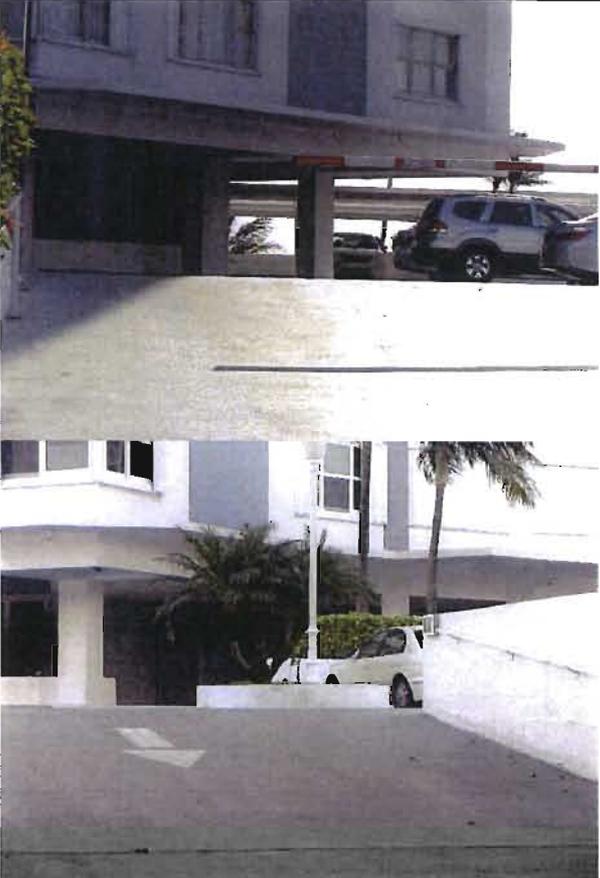
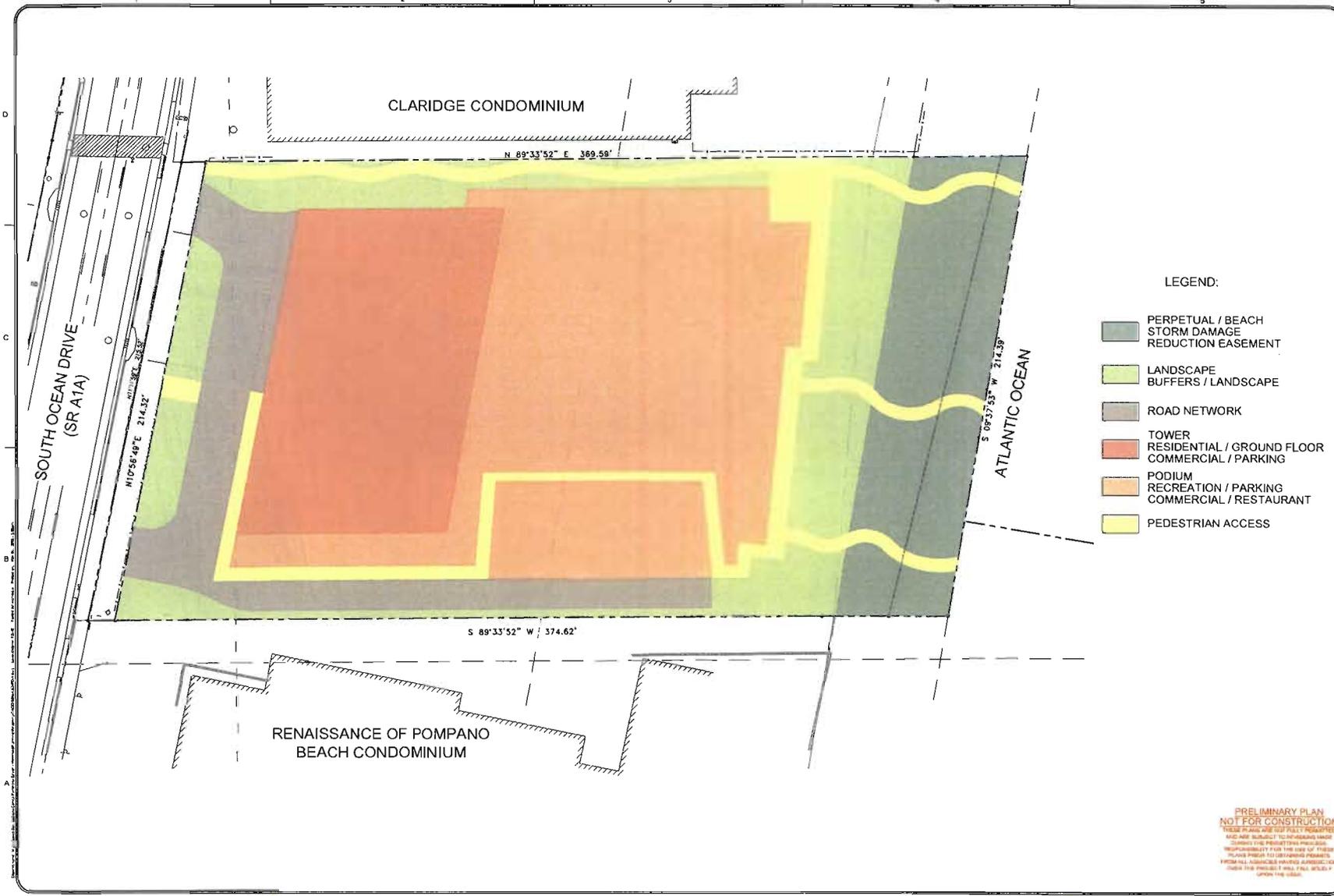
				
155.5203.F.3	Landscape	Perimeter Buffer	To allow enhanced landscaping in lieu of the semi-opaque fence along the north property line	As an alternative the developer is proposing an enhanced pedestrian/bicycle access to the Café and Beach. Constructing a 6 foot high semi-opaque fence would defeat the intent of the enhanced landscape walkway. The fence

EXHIBIT "B"

Page 1 of 4



LEGEND:

- PERPETUAL / BEACH STORM DAMAGE REDUCTION EASEMENT
- LANDSCAPE BUFFERS / LANDSCAPE
- ROAD NETWORK
- TOWER RESIDENTIAL / GROUND FLOOR COMMERCIAL / PARKING
- PODIUM RECREATION / PARKING COMMERCIAL / RESTAURANT
- PEDESTRIAN ACCESS

**PRELIMINARY PLAN
NOT FOR CONSTRUCTION**
 THESE PLANS ARE NOT FINALY RECORDED
 AND ARE SUBJECT TO BE REVISION UNDER
 THE PROVISIONS OF THE
 FLORIDA PLANNING AND ZONING ACT
 (CHAPTER 163, F.S.) AND THE
 FLORIDA PLANNING AND ZONING ACT
 (CHAPTER 163, F.S.)

DATE: _____
 SCALE: AS SHOWN
 DRAWN BY: _____
 DESIGN BY: _____
 CHECKED BY: _____

NO.	DATE	REVISION



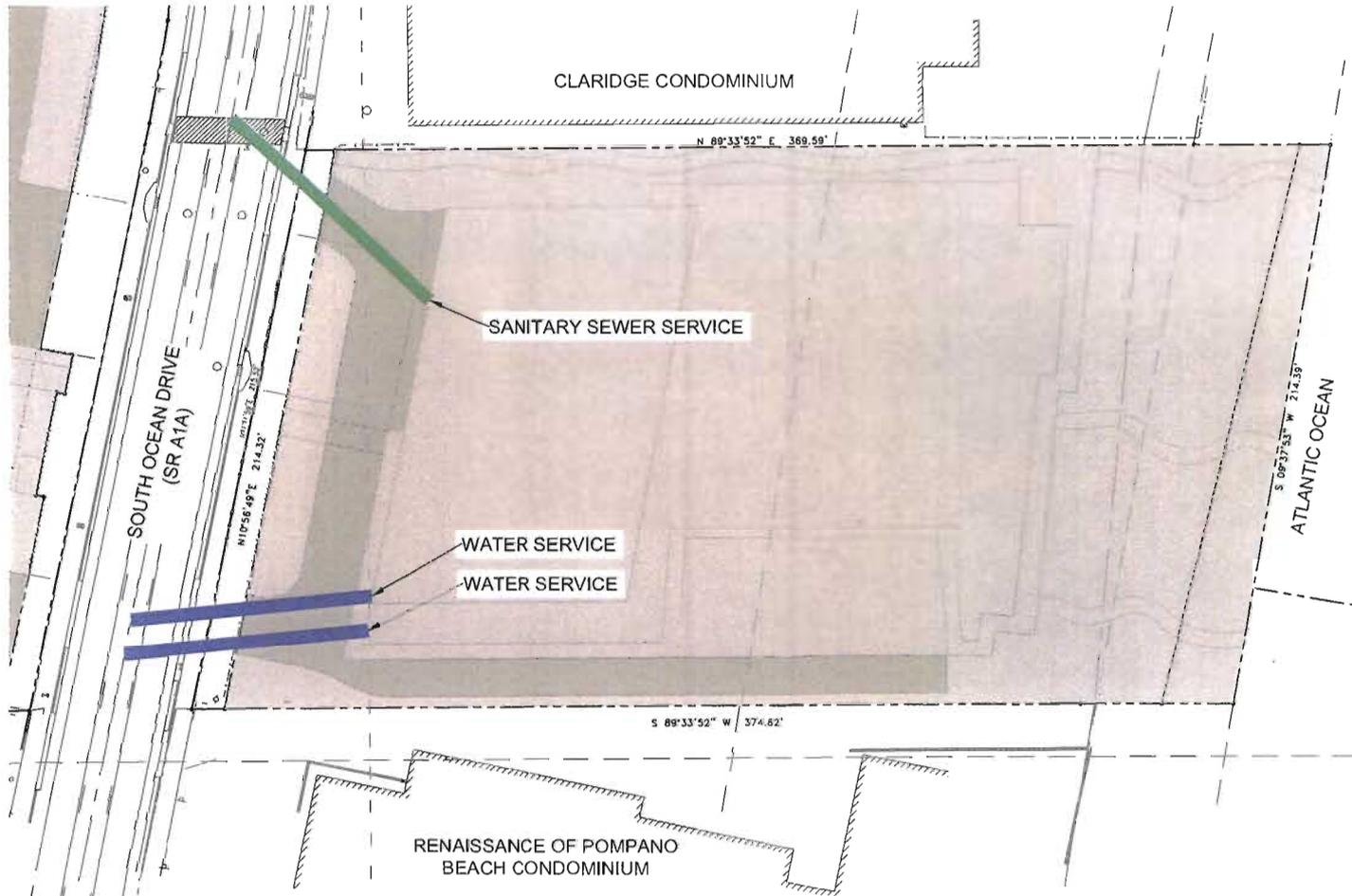
KENNETH J.
 PROFESSIONAL ENGINEER
 License No. 12345
 Pompano Beach, Florida 33069-6643
 (850) 788-3400; FAX: (850) 788-3600
 State of Florida, Certificate of
 AUTHORIZATION NUMBER: 7928

**WH POMpano
 BUILDING USE PLAN**
 CITY OF POMpano BEACH
 BROWARD COUNTY

SHEET
IDENTIFICATION
PD-1E
 SHEET of

PROJECT NO. 08464.00

NOTE: WATER & SEWER LINES WILL NOT BE LOCATED WITHIN LANDSCAPE AREAS



DATE: _____
 SCALE: AS SHOWN
 DRAWN BY: J.A.
 DESIGN BY: J.A.
 CHECKED BY: J.T.

DATE	REVISION



KEITH C. P.
 PROFESSIONAL ENGINEER
 301 East Atlantic Boulevard
 Pompano Beach, Florida 33069-8643
 (954) 786-5400 FAX: (954) 786-5500
 State of Florida, Certificate #
 7718

WH POMPANO
 UTILITY PLAN
 CITY OF POMPANO BEACH
 BROWARD COUNTY

PRELIMINARY PLAN
NOT FOR CONSTRUCTION
 THESE PLANS ARE NOT TO BE PERMITTED
 AND ARE SUBJECT TO REVISIONS BASED
 UPON THE RESULT OF FIELD
 INVESTIGATION FOR THE USE OF THESE
 PLANS FOR THE PURPOSES INTENDED.
 THE USER OF THESE PLANS SHALL BE RESPONSIBLE
 FOR THE PROTECTION OF THE PUBLIC AND THE
 ENVIRONMENT.

SHEET IDENTIFICATION
PD-2E
 SHEET #

PROJECT NO. 08464.00

PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #15-036

DATE: June 1, 2015
TO: City Commission
FROM: Planning and Zoning Board/ Local Planning Agency
SUBJECT: REZONING – PD-I (Planned Development - Infill) from B-3 (General Business)
1350 S Ocean Blvd
P & Z #15-13000005 WH Pompano, LP / WH Pompano East

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on May 27th, 2015, the Board considered the request by **WH POMPANO, LP** requesting REZONING of the above referenced property.

As it is consistent with the goals, objectives, and policies of the Comprehensive Plan stated in Administrative Report 15-266, it is the unanimous recommendation of the Board that the REZONING request be approved with the following five conditions of staff:

1. Clarify Exhibit “E” in the Building Use Plan and remove the comparisons of the B-3 and RM-45 standards. Intensity & Dimensional Standards should be specific to this Master Plan.
2. The deviation from the Air Park Overlay District may not be approved through the rezoning process, a variance or text amendment will be required prior to building permit approval.
3. Provide a copy of the dedicated beach access easement, prior to City Commission approval.
4. Provide a letter of no objection from the Claridge Condominium supporting the waiver of the requirement to install semi-opaque fence along the northern walkway, prior to City Commission approval.
5. A unified control document will be required prior to City Commission approval.



Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

MEMORANDUM

Development Services

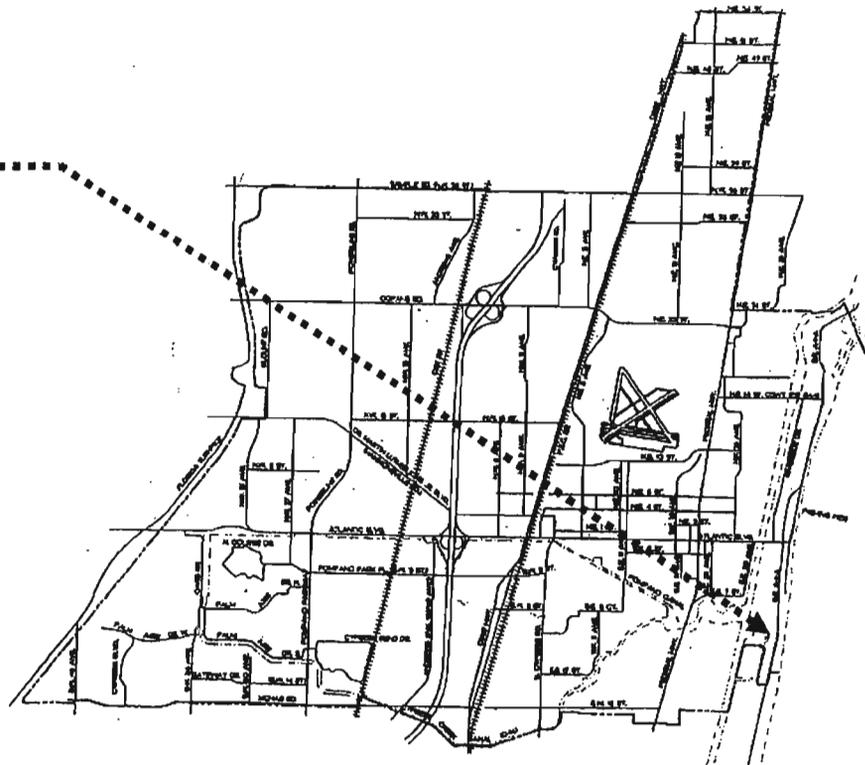
ADMINISTRATIVE MEMORANDUM NO. 15-265

DATE: May 18, 2015
 TO: Planning & Zoning Board
 VIA: Robin M. Bird, Development Services Director *RB*
 FROM: Daniel T. Keester, Planner *DK*
 RE: Rezoning – From B-3 to PD-I at 1350 S Ocean Blvd (East Parcel)
 May 27, 2015 Meeting

P & Z #15-1300005

The applicant is requesting a rezoning from B-3 (General Business) to PD-I (Planned Development – Infill). This parcel has recently applied for an amendment to the underlying Land Use from C (Commercial) to H (High Residential 25-46 dwelling units / acre). The land use plan amendment was approved on first reading by the City Commission at the October 14th, 2014 Meeting. The parcel is located east of South Ocean Blvd (A1A) and south of SE 13th Street (1.8 net acres). The parcel is currently a vacant lot with a perimeter fence. The intent of a Planned Development is to encourage innovative land planning and site design concepts that support a high quality of life and achieve a high quality of development, environmental sensitivity, energy efficiency and other city goals and objectives. If approved, the Master Plan will allow for the development of a mixed use residential tower.

1350 S Ocean Blvd



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

LAC Local 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

* 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

> PD-I Planned Development Infill

PCI Planned Commercial /

Industrial Overlay

PR Parks & Recreation

CR Commercial Recreation

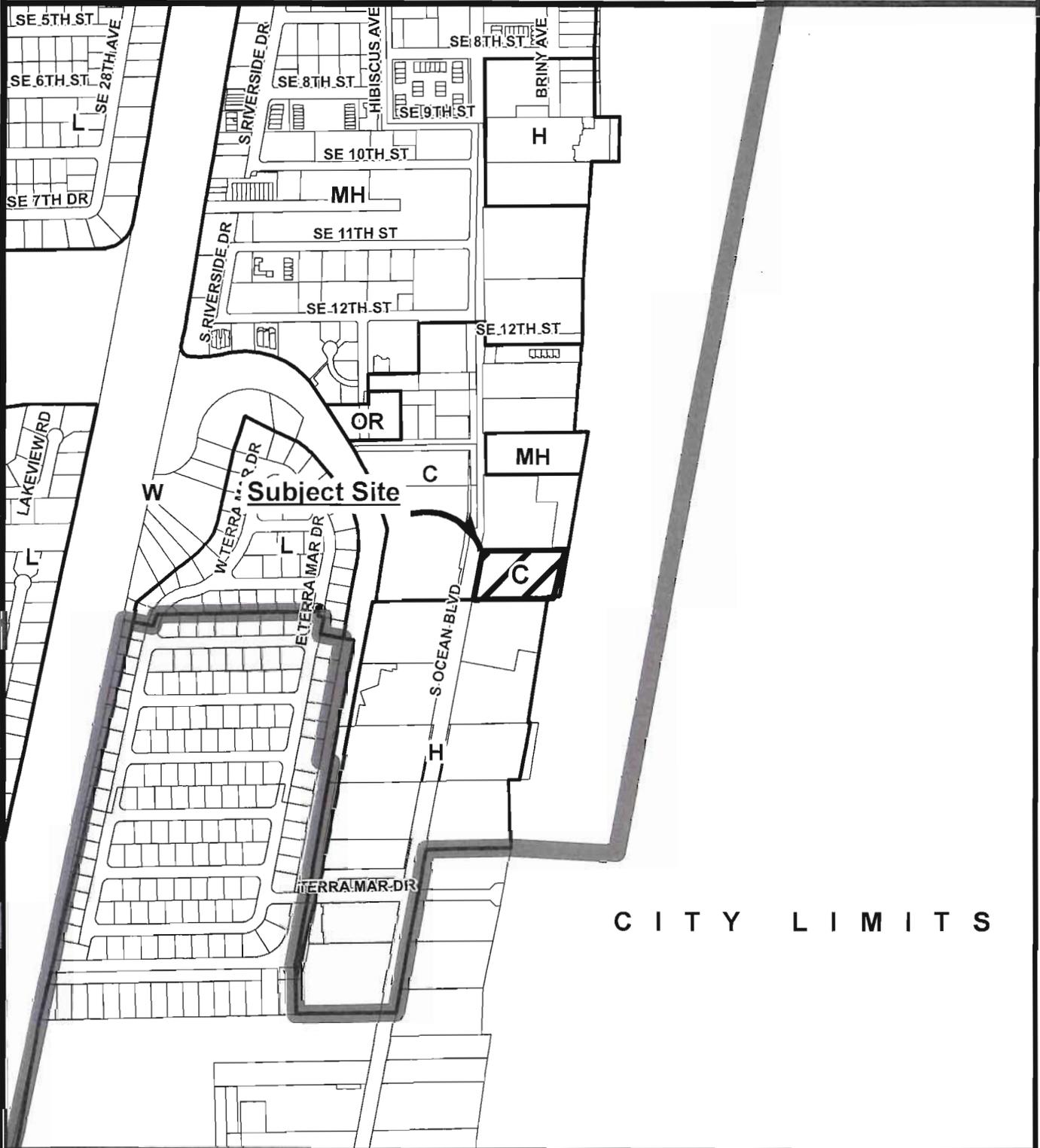
CF Community Facilities

T Transportation

PU Public Utility

LAC Local Activity Center

CITY OF POMPANO BEACH OFFICIAL LAND USE MAP

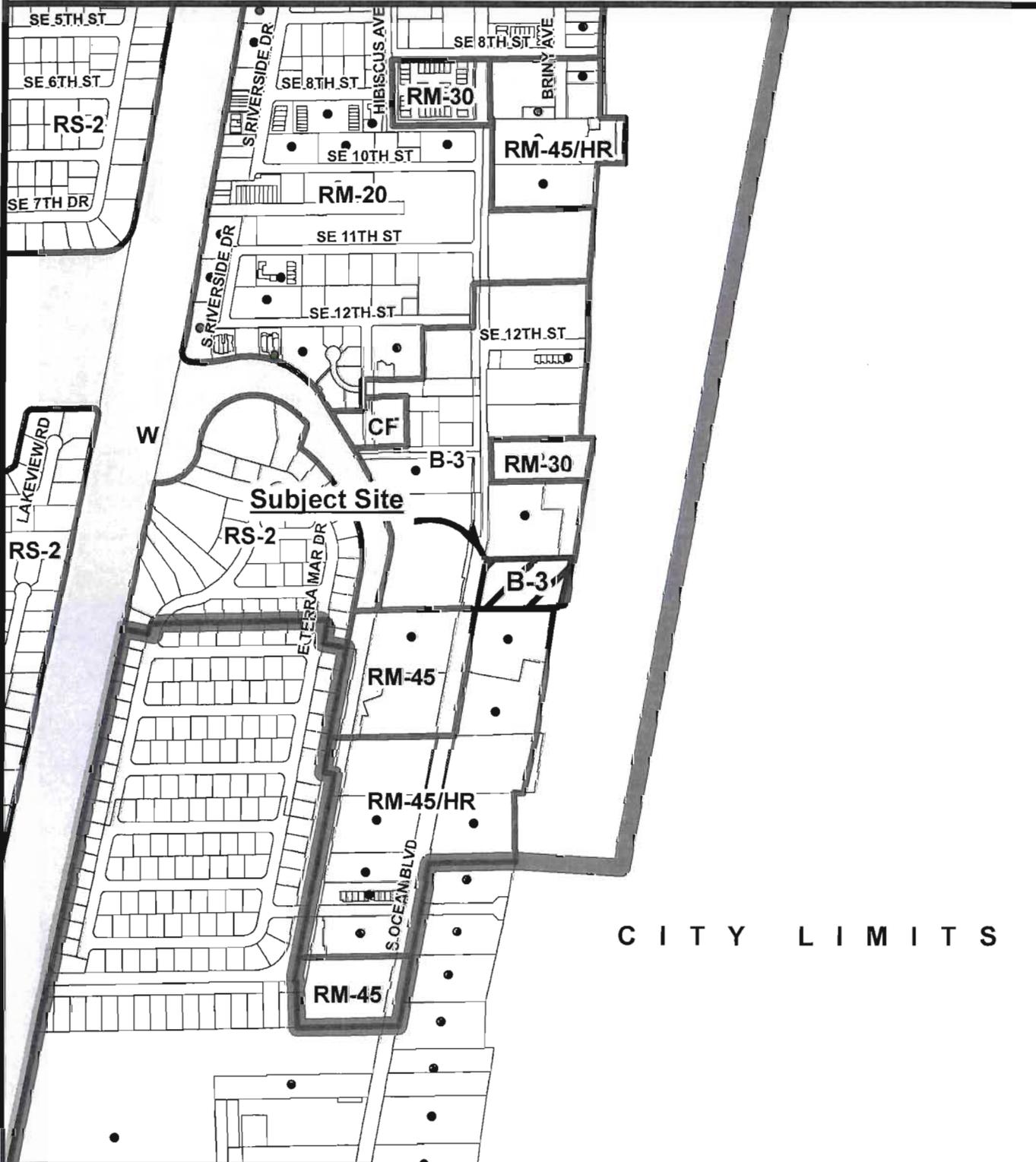


1 in = 600 ft

3

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

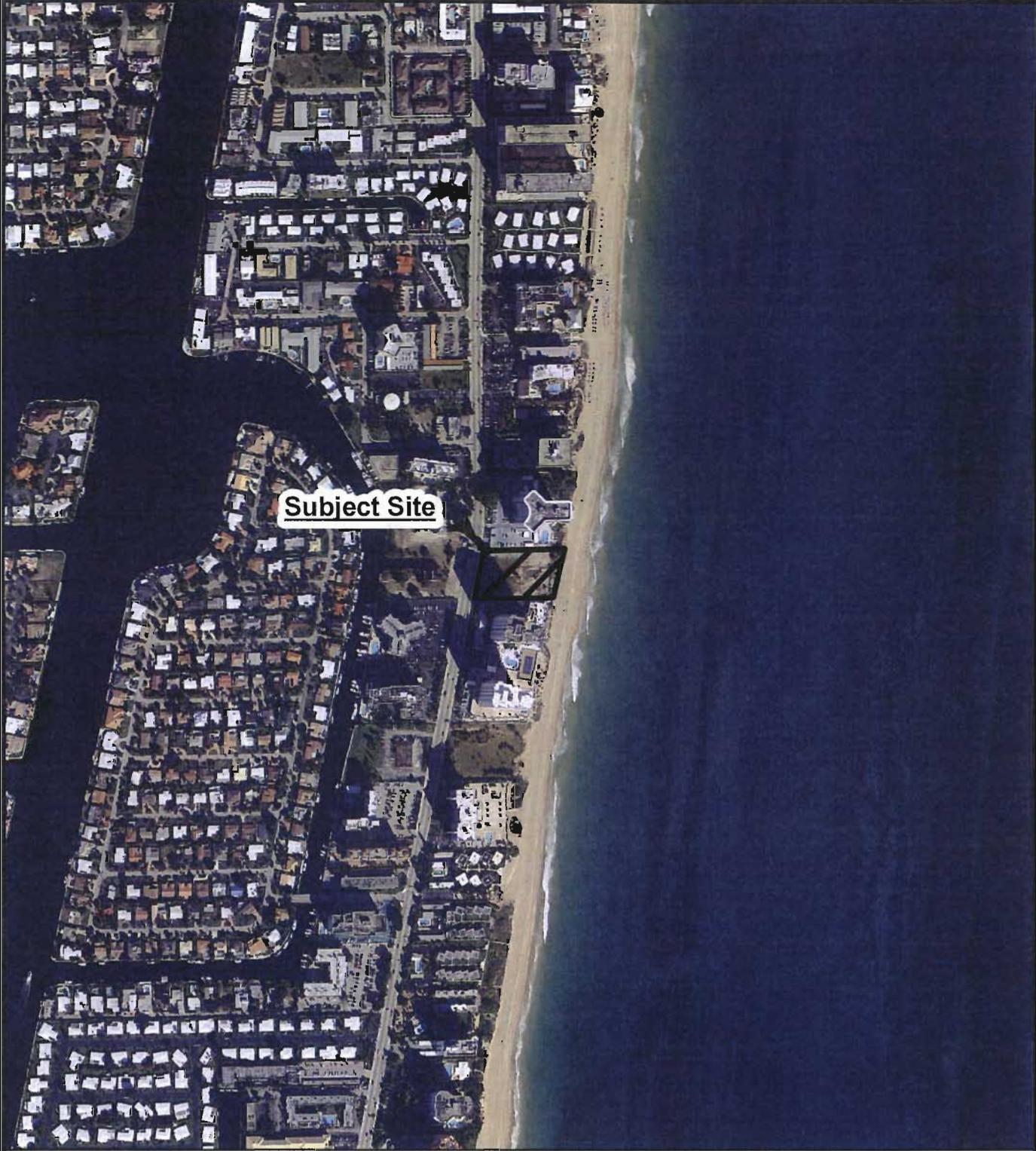
CITY OF POMPANO BEACH OFFICIAL ZONING MAP



1 in = 600 ft

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH AERIAL MAP



1 in = 600 ft

5

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

REVIEW & SUMMARY

- A. Pursuant to Section 155.2207(B) [Development Review Committee Report and Notice to Applicant], the Development Services Director has compiled the department comments from the Development Review (DRC) meeting held on March 4, 2015 and April 15, 2015 which are summarized below:**

Planning Division:

Gross acreage for the eastern parcel equates to 2.0 acres; therefore 92 units are permitted on the site given the Residential, High (25-46 du/ac) land use designation. Beach access point is provided.

Engineering Department: No comments from the City Engineering Division on this proposed rezoning.

Fire Department:

This P&Z application is able to meet all of the Fire Department requirements at this time for Site Plan Review. However, the petitioner shall maintain all proper fire department access and water supply requirements as per chapter 18 of NFPA 1 as amended from time to time.

*Additional comments may follow throughout the remainder of the permitting process. The buildings shall be in compliance with All NFPA Standards prior to receiving Fire Department approval.

Solid Waste: No Comments on this proposed rezoning.

Utilities: No comments on rezoning. Development comments appear on 15-12000002.

Broward Sheriff Office: Review Complete No Objection.

Building:

The Building Division has no objections to the requested rezoning to PD-1

* Additional comments may follow throughout the remainder of the permitting process.

Buildings shall comply with the 2010 Florida Building Code, HVHZ requirements, and appropriate floodplain ordinances.

1. Provide Survey, to verify all elevations applicable to the site, in addition, elevations at plans and survey must be in NAVD format and noted at plans and survey.
2. In addition, be aware of the substantial improvement requirements as required by FEMA and the Building Code.
3. 53.14 - Erosion and sedimentation control permit To be submitted at the time of permit

Urban Forestry:

This project does not qualify for The Planned Development – Infill (PD-I). This district is established and intended to accommodate small-site infill development within the city's already developed areas. The PD-I district is intended to provide the flexibility to enable high-quality, mixed-use development on relatively small sites. This is not a small site but the largest developable property East of the Intracoastal in the City of Pompano Beach and by definition does not qualify as "small-site".

Section II.A.5 is incorrect and does not accurately depict the environmental significance of this property. Per Broward County and the City of Pompano Beach Definition This property has a large array of specimen trees, throughout the site of different species, both native and non-native, many of which are among the largest of their kinds in the City.

Remove note referencing Phasing of this project. Development phasing plan indicates that the project may be planned in two Phases; however, no phase line is rendered on the Building Use Plan. Provide a Phasing Plan and a schedule of such plan, at this time for review. Phasing Plan and schedule will specify what will be developed at what time, otherwise remove the proposed Phasing from the application.

The application describes a greater volume of landscaping that will be provided; however, the corresponding regulations do not demonstrate that such a development will be submitted.

Reduction to the interior side yard setbacks, in effect reduces the minimum amount of landscaping can be provided.

Proposed deviation from the required landscaping between VUA and building proposes to increase the size and quantity of plant material in lieu of the required planting area. Provide what is required and how the design is attempting to meet that either through requirements or superior landscape design.

Propose superior landscape design above minimum requirements as the PD-I regulating plans indicates that allowing the PD-I zoning will require the developer to exceed the minimum landscaping requirement (page 6); however, the minimum development site landscaping indicated in Table 155.5203.C. is identical to the minimum development site landscaping that would be required for a residential or commercial zoning district.

Staff does not support eliminating the landscaped area between the VUA and the building entirely, as suggested.

Based on the comments above, a resubmission to DRC will be required.

The justification for eliminating the landscaping between the Vehicular Use Areas and the Building is to provide enhanced landscaping along A-1-A; however, the landscaping provided meets only the swale and street tree requirement and VUA perimeter. Provide evidence of attempts to meet foundation based plantings as per note on landscape plan. Provide a minimum 8' wide landscape planting area at the base of each building, plus 8' feet for each story up to 24' wide as per 155.5203.D.5. Provide a data table showing what is required and what is being proposed to meet this requirement. Consider submitting a superior landscape design for review to achieve this.

Zoning:

A Planned Development is supposed to encourage innovative land planning and site design concepts that support a high quality of life and achieve a high quality of development, environmental sensitivity, energy efficiency, and other city goals and objectives.

Should the applicant decide to go forward with the Planned Development-Infill application the following modification must be made to the application and Master Plan, prior to Planning & Zoning Board submittal.

1. The application proposes the maximum number of residential units and uses, while requesting less than the minimum development standards required by code.
 - a. Include a Table with the Intensity & Dimensional Standards for this PD-I (only) on the Building Use Plan.
 - b. Include a Table with each of the deviations requested on the Building Use Plan.
 - c. Update the PD-I Regulating Intensity and Dimensional Standards to correct certain errors. The front yard, abuts A1A, the Rear Yard abuts the Ocean, and there are 2 interior side yards (north & south property lines).

- d. Remove the "N/A" from the Rear Yard setback, the rear yard setback proposed is 25 feet, as proposed. Certain accessory structures may not be located in a "rear yard" and certain accessory structures may not be located when abutting a waterway, all setbacks must be listed on the Table.
2. The application describes a greater volume of landscaping that will be provided; however, the corresponding regulations do not demonstrate that such a development will be submitted. Inconsistencies exist between the justifications for certain deviations, and the setbacks and minimum development standards.
 - a. Proposed reduction to the interior side yard setbacks, in effect reduces the minimum amount of landscaping that can be provided.
 - b. Proposed deviation from the required landscaping between VUA and building proposes to increase the size and quantity of plant material in lieu of the required planting area. What is being increased?
 - c. The PD-I regulating plans indicates that allowing the PD-I zoning will require the developer to exceed the minimum landscaping requirement (page 6); however, the minimum development site landscaping indicated in Table 155.5203.C. is identical to the minimum development site landscaping that would be required for a residential or commercial zoning district.
 - d. The deviations table requests that a required "semi-opaque wall" be eliminated from the buffer, rather than eliminating the wall, staff suggests an alternative fence type be suggested in lieu of eliminating the perimeter wall all-together.
3. Specify podium height setbacks and tower setbacks from front, interior and rear property lines, as well as general building setbacks, if the intent is to preserve certain view corridors.
4. An application for PD-I would not limit the height of the proposed development, although a variance would still be required. A deviation from the Air Park Overlay District may not be approved through the rezoning process. A height maximum may be submitted with the PD Plan; however, the height approval may be subject to the standards in the Zoning Code (including a variance from the Air Park Overlay District).
5. "Bars and Lounges" should not be permitted as stand-alone permitted uses, but accessory to a restaurant or cafe.
6. The following items should be reviewed and addressed upon future submittals:
 - a. Update the Table of Contents as it does not accurately list the page numbers where each section can be found.
 - b. Remove the "notes" in that list "view Table in PDF."
 - c. Amend the note in Exhibit F to specify the date of submittal. "Note: Changes/ Deviations to the adopted City Code as of XXX date."
 - d. Remove the RM zoning illumination standards table 155.5401, as the proposal is for a PD-I.
7. Submit a Unified Control Document prior to City Commission submittal.
8. Provide a copy of the dedicated beach access easement, prior to building permit approval.
9. Include Exhibit G (Deviations Table) on the PD Building Use Plan.
10. Remove Exhibit F, Parts 5-7 & 9 from the Exhibit as these sections are not permitted to deviate from code with the PD Plan.
11. Staff does not support eliminating the landscaped area between the VUA and the building entirely, as suggested.
12. Based on the plans submitted, staff cannot support an enhanced dune planting, in lieu of base building plantings required on the east & south of the building.

B. Zoning Department staff submits the following factual information which is relevant to this rezoning request:

1. The rezoning was reviewed by DRC on March 4, 2015 and April 15, 2015.
2. The property is platted and is located east of S Ocean Blvd.
3. The overall site is 2.0 gross acres (1.8 net acres).
4. The Zoning and uses of adjacent properties are:

North – B-3 (General Business), Multi-Family Condominium’s (Claridge)

South – RM-45/ HR (Multi-Family Residential), Multi-Family Condominium’s (Renaissance of Pompano)

East – Atlantic Ocean

West – B-3 (General Business), Vacant

5. The Land Use Designation is currently Commercial and pending final approval of the High Residential.

C. The following describes the planning objective for the Planned Development:

The narrative submitted by the applicant describes the concept of this planned development primarily to achieve the same amount of residential density on-site, while preserving view corridors. The podium floor(s) are dedicated to commercial uses and parking with a larger building footprint, whereas the tower has an increased setback from the dune vegetation line and a smaller floor plate in order to preserve views of the adjacent condominiums. Additional planning objectives include allowing for a unique mix of uses, installing more mature landscaping at the time of installation and encouraging a greater variety of forms of transportation for the residents.

D. The following goals, objectives and policies of the City’s Comprehensive Plan have been identified as pertinent to this rezoning:

Goal

- 01.00.00 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.

Objective Inconsistent Land Uses

- 01.03.00 Annually review and periodically update adopted land development regulations and established procedures that encourage the elimination or reduction of uses inconsistent with the City's character and Future Land Use Plan.

Policies

- 01.03.03 Encourage property owners to rezone the subject properties when initiating the development and/or redevelopment proposals to be consistent with the designations of the Land Use Plan Map.

- 01.03.07 Require the provision of decorative structural or vegetative buffers between different density residential land uses, and residential and non-residential land uses unless the applicant can demonstrate by evidence that the proper buffer is provided.

- 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 Major Corridor Land Use

01.04.00 Support and promote the intermix of residential and commercial uses along major traffic corridors.

Policies

01.04.02 The City of Pompano Beach shall amend its land development regulations to reduce parking requirements for residential and commercial uses along major corridors where it can be shown that pedestrian amenities are provided, shared parking is provided, or sufficient public parking is nearby.

E. Recommendation:

Given the information provided to the Board, as the finder 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 to PD-I, with the following conditions:

1. Clarify Exhibit "E" in the Building Use Plan and remove the comparisons of the B-3 and RM-45 standards. Intensity & Dimensional Standards should be specific to this Master Plan.
2. The deviation from the Air Park Overlay District may not be approved through the rezoning process, a variance or text amendment will be required prior to building permit approval.
3. Provide a copy of the dedicated beach access easement, prior to City Commission approval.
4. Provide a letter of no objection from the Claridge Condominium supporting the waiver of the requirement to install semi-opaque fence along the northern walkway, prior to City Commission approval.
5. A unified control document will be required prior to City Commission approval.

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:

- | | |
|----------|--|
| 01.02.02 | Consider the preservation of established single-family and low-density neighborhoods in all re-zonings, land use plan amendments, and site approvals. |
| 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. |
| 10.03.00 | Water dependent and water related uses will be protected and encouraged within the coastal area; this shall include retaining commercial zoning so that private residential redevelopment does not displace such uses. |
| 10.07.03 | The evacuation times set forth in the Broward County Hurricane Evacuation Plan shall be maintained throughout the procedures set forth in the Pompano Beach Fire Rescue Hurricane Procedures. |



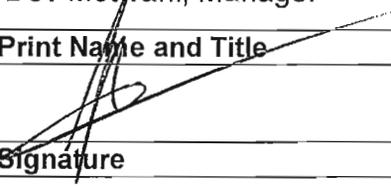
City of Pompano Beach
 Department of Development Services
 Planning & Zoning Division

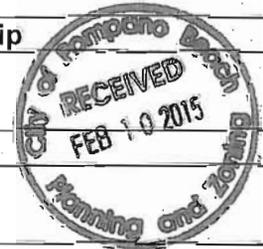
(EAST SIDE)

100 W. Atlantic Blvd Pompano Beach, FL 33060
 Phone: 954.786.4634 Fax: 954.786.4666

**Request for Rezoning to Planned
 Development**

1350 South Ocean Blvd. (SR A1A)		
STREET ADDRESS		
Ocean Land Pompano Beach Resort PB 178 P127	Parcels A & A-1	
Subdivision	Block	Lot
Representative or Agent's interest in property (Owner, Lessee, Etc)	Owner	
Has any previous application(s) been filed?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
If Yes, give date of hearing and finding	Land Use Plan Amendment 2014	

Agent or Representative	Landowner (Owner of Record)
Keith & Associates, Inc	WH Pompano. L.P.
Business Name (if applicable)	Business Name (if applicable)
Mike Vonder Meulen, AICP, Senior Planner	Dev Motwani, Manager
Print Name and Title	Print Name and Title
	
Signature	Signature
February 5, 2015	February 5, 2015
Date	Date
301 East Atlantic Blvd.	300 SW 1st Avenue, Suite 106
Street Address	Street Address
Pompano Beach, FL 33060	Fort Lauderdale, FL 33301
Mailing Address City/ State/ Zip	Mailing Address City/ State/ Zip
954-779-1119 954-788-3460	954-522-6556
Phone Number	Phone Number
m.vondermeulen@keith-associates.com rlochrie@lochrielaw.com	dev.motwani@gmail.com
Email	Email
Indicate your preferred medium to receive agendas and notifications: <input type="checkbox"/> Mail <input checked="" type="checkbox"/> E-Mail	Indicate your preferred medium to receive agendas and notifications: <input type="checkbox"/> Mail <input checked="" type="checkbox"/> E-Mail



16

REQUESTED COMMISSION ACTION:

QUASI-JUDICIAL

Consent

Ordinance

X Resolution

Consideration/
Discussion

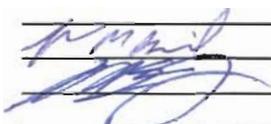
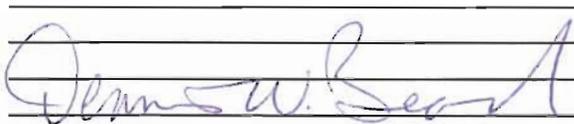
Presentation

SHORT TITLE: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING CITY STAFF'S LETTER OF NO OBJECTION TO AMENDMENT OF NOTATION ON THE HASEY CENTER PLAT; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The property owner, Cosco Wholesale Corp., has requested to amend the note on the Hasey Center Plat (P.B. 169, Page 92) for the purpose of allowing an additional 15,146 square feet of commercial use for parcel A. The existing note was the result of a previous note amendment approved in 2003 (OR.BK. 36037, Page 744) and currently reads "This plat is restricted as follow: Parcel A is restricted to 134,854 square feet of commercial use; that portion of Parcel B described in Exhibit "1" attached hereto is restricted to 2,816 square feet of commercial use; and the remaining portion of Parcel B is restricted to 40,000 square feet of automobile dealership and 29,670 square feet of commercial use. The proposed note would read, "This plat is restricted as follow: Parcel A is restricted to 150,000 square feet of commercial use; that portion of Parcel B described in Exhibit "1" attached hereto is restricted to 2,816 square feet of commercial use; and the remaining portion of Parcel B is restricted to 40,000 square feet of automobile dealership and 29,670 square feet of commercial use." Staff has no objections to the requested amendment.

- (1) Origin of request for this action: Jane Storms of Pulice Land Surveyors, Inc.
- (2) Primary staff contact: Maggie Barszewski/ Robin M. Bird 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. Serv. Dept.	6/02/2015	Approval	
City Attorney	6/02/2015	<u>6/19/15</u>	
Advisory Board			
X City Manager			

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-1049

June 2, 2015

TO: Maggie Barszewski, AICP, Planner
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Hasey Center Plat Note Amendment

As requested in your memorandum of May 29, 2015, Department of Development Services Memorandum #15-281, the following form of resolution, relative to the above-referenced matter, has been prepared and is attached:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING CITY STAFF'S LETTER OF NO OBJECTION TO AMENDMENT OF NOTATION ON THE HASEY CENTER PLAT; 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/2015-1049

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING CITY STAFF'S LETTER OF NO OBJECTION TO AMENDMENT OF NOTATION ON THE HASEY CENTER PLAT; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That city staff's letter of no objection to amendment of notation on the Hasey Center Plat, a copy of which letter is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved and authorized.

SECTION 2. That the proper city staff is hereby authorized to forward said letter to Broward County.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

June 2, 2015

Ms. Peggy Knight
Broward County Planning & Redevelopment Division
1 N University Drive, Ste 102A
Plantation, Florida 33324

Re: City of Pompano Beach Letter of No Objection to the amendment to the plat note Hasey Center recorded in PB 136, PG 39.

Dear Ms. Knight:

The City of Pompano Beach has no objection to amendment of notation on the Hasey Center Plat. The change to the note is, as follows:

From:

This plat is restricted as follow: Parcel A is restricted to 134,854 square feet of commercial use; that portion of Parcel B described in Exhibit "1" attached hereto is restricted to 2,816 square feet of commercial use; and the remaining portion of Parcel B is restricted to 40,000 square feet of automobile dealership and 29,670 square feet of commercial use.

To:

This plat is restricted as follow: Parcel A is restricted to 150,000 square feet of commercial use; that portion of Parcel B described in Exhibit "1" attached hereto is restricted to 2,816 square feet of commercial use; and the remaining portion of Parcel B is restricted to 40,000 square feet of automobile dealership and 29,670 square feet of commercial use.

Regards,

Maggie Barszewski, AICP
Planner



DEPARTMENT OF DEVELOPMENT SERVICES
CITY OF POMPANO BEACH
100 West Atlantic Boulevard – Room 316
Pompano Beach, FL 33060

MEMORANDUM NO. 15-306

DATE: June 9, 2015
TO: Dennis W. Beach
VIA: Robin M. Bird, Development Services Director
FROM: Maggie Barszewski, AICP, Planner *MB*
SUBJECT: Casey Plat Note Amendment Clarification of Instrument to be Amended

The Casey Plat had a plat note amendment in 2003, as reflected in the attached instrument (OR. BK. 36037, Page 744). The applicant now wishes to amend the note included in that instrument on Exhibit B, page 9.

Attachment

AMPLA

Return recorded copy to:

Development Management Division
115 S. Andrews Avenue, A240
Fort Lauderdale, FL 33301

Document prepared by:
Gerald L. Knight, Esq.
Holland & Knight LLP
One East Broward Blvd.
Suite 1300
Fort Lauderdale, FL 33301

THIS IS NOT AN OFFICIAL COPY
AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

CARMAX AUTO SUPERSTORES, INC. a Virginia corporation, its successors and assigns, and COSTCO WHOLESALE CORPORATION, a Washington corporation, its successors and assigns, hereinafter collectively referred to as "DEVELOPER." Costco Wholesale Corporation, a Washington corporation, is successor by merger to Costco Wholesale Corporation, a Delaware corporation

WHEREAS, DEVELOPER is the owner of property shown on the Hasey Center Plat, Plat No./Clerk's File No. 125-MP-86, hereinafter referred to as "PLAT;" which PLAT or delegation request was approved by the Board of County Commissioners of Broward County on October 31, 1988; and

WHEREAS, a description of the platted area is attached hereto as Exhibit "A" and made a part hereof, and

WHEREAS, DEVELOPER has determined there exists a need for an amendment to the Notation on the face of said PLAT; and

WHEREAS, the COUNTY has no objection to amending the notation and the Board of County Commissioners approved such an amendment at its meeting of August 12, 2003;

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereinafter set forth, the COUNTY and DEVELOPER agree as follows:

CAF #358
01/01/02

Approved BCC 8/12/03 #67
Submitted By Dev. Mgmt 11
RETURN TO DOCUMENT CONTROL

1. The above recitals and representations are true and correct and are incorporated herein.
2. COUNTY and DEVELOPER hereby agree that the notation shown on the face of the PLAT is hereby amended as set forth within Exhibit "B."
3. **NOTICE.** Whenever 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 of 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:

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For the COUNTY:

Director, Development Management Division of Broward County
 115 South Andrews Avenue, Room A240
 Fort Lauderdale, FL 33301

For the DEVELOPER:

Carmax Auto Superstores, Inc.,
a Delaware corporation
Attention: W. Anthony Curp, Real Estate Manager
4900 Cox Road
Glen Allen, VA 23060

Costco Wholesale Corporation,
a Washington corporation
999 Lake Drive
Issaquah, WA 98027
Att. Licensing Department

4. **RECORDATION.** This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER's expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
5. **VENUE; CHOICE OF LAW.** Any controversies or legal issues 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, the venue sitis, and shall be governed by the laws of the State of Florida.

6. NOTATIONS. All other notations on the face of the above referenced PLAT not amended by this Agreement shall remain in full force and effect.
7. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
8. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
9. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
10. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
11. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
12. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.
13. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and DEVELOPER.

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[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the COUNTY and DEVELOPER have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its Board of County Commissioners, acting by and through its Chair or Vice Chair, authorized to execute same; and CAEMAX Auto Superstores, Inc., acting by and through its Assistant Vice President, duly authorized to execute same.

COUNTY

ATTEST:

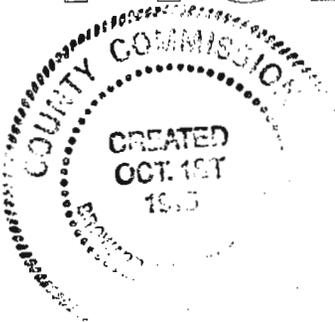
BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

[Large watermark: THIS IS NOT AN OFFICIAL COPY]

[Signature]
County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Broward County,
Florida

By [Signature]
Chair

5th day of September, 2003



Approved as to form by
Office of County Attorney, Broward
County, Florida
Government Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600.
Telecopier: (954) 357-6968

By [Signature]
Assistant County Attorney
20th day of August, 2003

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

Carmax Auto Superstores, Inc., a
Virginia corporation
Name of Developer
(corporation/partnership)

[Signature]
(Signature)
Print name: Anthony Corp

By: [Signature]
(Signature)
Print name: K. Douglass Moyers
Title: Assistant Vice President

[Signature]
(Signature)
Print name: J.M. Dixon

Address: 4900 Cox Road
Glen Allen, VA 23060

8 day of August, 2003

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ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Virginia
) SS.
COUNTY OF Henrico

The foregoing instrument was acknowledged before me this 8 day of August, 2003, by K. Douglas Moyers, as Assistant Vice President of Carmax Auto Superstores, Inc., a Virginia corporation/partnership, on behalf of the corporation/ partnership. He or she is:

personally known to me, or
 produced identification. Type of identification produced _____

(Seal)

NOTARY PUBLIC:

[Signature]
Print name: Leslie D. Frame

My commission expires: 9/30/06

Page 6 of this Agreement

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DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

Costco Wholesale Corporation, a
Washington corporation
Name of Developer
(corporation/partnership)

Hiedi Macomber
(Signature)
Print name: Hiedi Macomber

By: Margaret C. McCulla
(Signature)
Print name: Margaret C. McCulla
Title: Asst. Sec.

Elaine M. Kohl
(Signature)
Print name: Elaine M. Kohl

Address: 999 Lake Drive
Issaquah, WA 98027
Alb. Licensing Dept.
12th day of August, 2003

THIS IS AN OFFICIAL COPY

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Virginia)
) SS.
COUNTY OF Loudoun

The foregoing instrument was acknowledged before me this 12th day of August, 2003, by Margaret C. McCulla as Assistant Sec. of Costco Wholesale, a Washington corporation/partnership, on behalf of the corporation/ partnership. He or she is:

Personally known to me, or
 Produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

Tobi M. Cooper
Print name: _____

My commission expires: April 30, 2004

Tobi M. Cooper
Commissioned as Tobi M. Kohl

EXHIBIT "A"

LEGAL DESCRIPTION

Parcels "A" and "B," Hasey Center, according to the plat thereof as recorded in Plat Book 136, Page 39, of the public records of Broward County, Florida.

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EXHIBIT "B"

AMENDMENT TO NOTATION ON PLAT

The existing notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended from:

This Plat is restricted to: Parcel A = 128,854 square feet of commercial and Parcel B = 143,146 square feet of commercial. This note is required by Chapter IX, Broward County Code of Ordinance, and may be amended by agreement with Broward County.

The notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended to:

This Plat is restricted as follows: Parcel A is restricted to 134,854 square feet of commercial use; that portion of Parcel B described in Exhibit "1" attached hereto is restricted to 2,816 square feet of commercial use; and the remaining portion of Parcel B is restricted to 40,000 square feet of automobile dealership and 29,670 square feet of commercial use.

EXHIBIT "B" - CONTINUED

PLEASE CHECK THE APPROPRIATE BOX OR BOXES.

- Expiration of Finding of Adequacy for Plat without an Expiration of a Finding of Adequacy notation or the Finding of Adequacy has expired.**

If a building permit for a principal building for the automobile dealership (excluding dry models, sales and construction offices) is not issued by August 12, 2008, which date is five (5) years from the date of approval of this note amendment by Broward County, then the County's finding of adequacy shall expire and no additional building permits shall be issued for the amended uses until such time as Broward County makes a subsequent finding that the application satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame; and/or

If construction of project water lines, sewer lines, drainage, and the rock base for internal roads are not installed by August 12, 2008 which date is five (5) years from the date of approval of the application by Broward County, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County shall make a subsequent finding that the application satisfies the adequacy requirements set forth within this Article. This requirement may be satisfied for a phase of the project, provided a phasing plan has been approved by Broward County. The owner of the property or the agent of the owner shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame.

- Air Navigation Hazards.**

Any structure within this Plat shall comply with Section IV D 1. f., Development Review Requirements of the Broward County Comprehensive Plan regarding hazards to air navigation.

EXHIBIT "1"

That portion of Parcel "B," Hasey Center, according to the plat thereof as recorded in Plat Book 136, Page 39, of the public records of Broward County, Florida, described as follows:

That certain property beginning at the Northwest corner of said Parcel "B"; thence North 89°27'54" East along the North line of said Parcel "B", 199.17 feet; thence South 00°32'06" East, 577.93 feet to the South line of Hasey Center; thence South 89°31'29" West along said South line 203.86 feet to the Southwest corner of said Parcel "B"; thence North 00°04'10" west along the West line of said Parcel "B" same being the East line of Parcel "A" of said Hasey Center, 577.74 feet to the Point of Beginning.

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FYL1 #629983 v1

HASEY CENTER

BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 48 SOUTH, RANGE 42 EAST
POMPANO BEACH, BROWARD COUNTY, FLORIDA

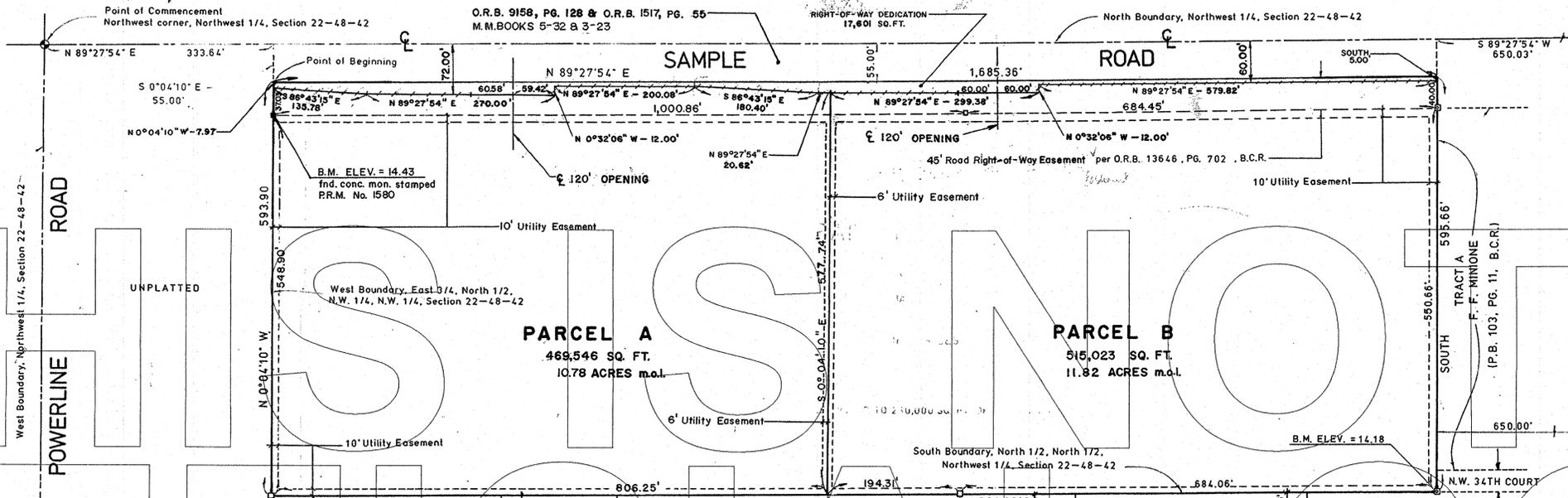
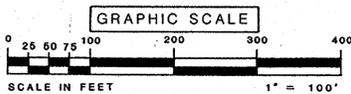
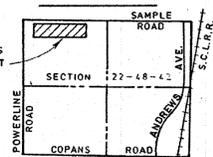


NORTHSTAR CONSULTING
767 SOUTH STATE ROAD 7
SUITE 13
MARGATE, FLORIDA 33068
(305) 975-2991

SHEET ONE OF TWO

#16

LOCATION MAP
N.T.S.



LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 48 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 AND RUN THENCE NORTH 89°27'54" EAST ALONG THE NORTH BOUNDARY OF SAID NORTHWEST 1/4, A DISTANCE OF 333.64 FEET; THENCE SOUTH 0°04'10" EAST ALONG THE WEST BOUNDARY OF THE EAST 3/4 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4, A DISTANCE OF 55.00 FEET FOR A POINT OF BEGINNING; THENCE NORTH 89°27'54" EAST 55.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF SAID NORTHWEST 1/4, A DISTANCE OF 1685.36 FEET; THENCE SOUTH 89°27'54" WEST OF AND PARALLEL WITH THE EAST BOUNDARY OF SAID NORTHWEST 1/4 ALONG THE WEST BOUNDARY OF TRACT A OF F. F. MINIONE PLAT AS SHOWN ON PLAT RECORDED IN PLAT BOOK 103, PAGE 11 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ITS NORTHERLY EXTENSION, A DISTANCE OF 595.66 FEET; THENCE SOUTH 89°31'29" WEST ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE NORTH 1/2 OF SAID NORTHWEST 1/4, A DISTANCE OF 1684.42 FEET; THENCE NORTH 0°04'10" WEST ALONG THE WEST BOUNDARY OF THE EAST 3/4 OF THE NORTH 1/2 OF SAID NORTHWEST 1/4, A DISTANCE OF 593.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,002,170 SQUARE FEET OR 23.01 ACRES MORE OR LESS.

LEGEND

- indicates benchmark elevation
- indicates permanent reference monument set by this plat
- indicates non-vehicular access line
- indicates found P.R.M. #1580

SURVEYOR'S NOTES

- Bearings shown hereon are based on an assumed datum.
- Benchmarks shown hereon refer to the National Geodetic Vertical Datum. (Broward County Water Management B.M.No. 482, Elev.= 15.05).
- Benchmark elevations shown hereon were established using Third Order Procedures.
- Reference NSC EB/Pg. 117/24 for P.R.M. data.

GENERAL NOTES

- THIS PLAT IS RESTRICTED TO 250,000 SQUARE FEET OF COMMERCIAL. THIS NOTE IS REQUIRED BY CHAPTER IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY AGREEMENT WITH BROWARD COUNTY.
- NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. PERMANENT REFERENCE MONUMENTS HAVE BEEN SET.

Thomas D. Walsh, Jr.
THOMAS D. WALSH, JR., P.L.S.
FLORIDA CERTIFICATE NO. 3040

DEDICATION AND ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD
SS
KNOW ALL MEN BY THESE PRESENTS THAT WILLIAM J. HASEY, OWNER OF THE LANDS DESCRIBED AND SHOWN HEREON AS HASEY CENTER, HAS CAUSED SAID LANDS TO BE PLATTED AS SHOWN AND DOES HEREBY DEDICATE TO THE PERPETUAL USE OF THE PUBLIC ALL EASEMENTS AND RIGHTS OF WAY FOR THE PURPOSES SHOWN HEREON THIS 14th DAY OF November, 1986 A.D.

WITNESS: *Patricia Kennedy* BY: *William J. Hasey*
WITNESS: *John Walsh*

CITY PLANNING AND ZONING BOARD

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING BOARD OF POMPANO BEACH, FLORIDA, APPROVED AND ACCEPTED THIS PLAT FOR RECORD THIS 27th DAY OF August, 1986 A.D.

BY: *Theresa V. Minione*
CHAIRPERSON
This 14th day of November 1986

CITY PUBLIC WORKS DIRECTOR APPROVAL

THIS PLAT WAS APPROVED AND ACCEPTED FOR RECORD ON THIS 17 DAY OF NOV, 1986 A.D.

BY: *David F. Gumbert*
PUBLIC WORKS DIRECTOR
This 17 day of Nov, 1986

CITY COMMISSION APPROVAL

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD BY THE CITY OF POMPANO BEACH, FLORIDA, THIS 17th DAY OF November, 1986 A.D. AND PASSED BY ORDINANCE NO. 37-89

BY: *Bernadette Hewitt*
CITY CLERK
This 17th day of November 1986

BROWARD COUNTY PLANNING COUNCIL

THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT WITH REGARD TO THE DEDICATION OF RIGHT OF WAY FOR TRAFFICWAYS BY RESOLUTION THIS 25th DAY OF November, 1986 A.D.

DATE: 1/28/87 BY: *John St...*
CHAIRMAN

BROWARD COUNTY ENGINEERING DIVISION

THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD.

BY: *Henry P. Cook* DATE: 10-27-88 DIRECTOR
HENRY P. COOK, FLA. P.E. REG. NO. 12506

BROWARD COUNTY OFFICE OF PLANNING

THIS PLAT IS APPROVED AND ACCEPTED FOR RECORD THIS 26th DAY OF October, 1988 A.D.

BY: *Donald H. Howell* DATE: 10-26-88
DIRECTOR

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION MINUTES SECTION

STATE OF FLORIDA COUNTY OF BROWARD
THIS IS TO CERTIFY THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THE 6th DAY OF January, 1987 A.D.

ATTEST: COUNTY ADMINISTRATOR L. A. HESTER
BY: *Suzanne Porter* DATE
CHAIRPERSON COUNTY COMMISSION

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION RECORDING SECTION

THIS PLAT WAS FILED FOR RECORD THIS 31st DAY OF October, 1988 A.D. AND RECORDED IN PLAT BOOK 136, PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA RECORD VERIFIED

ATTEST: L.A. HESTER COUNTY ADMINISTRATOR
BY: *Carole C. Dyle* DATE
DEPUTY

STATE OF FLORIDA COUNTY OF BROWARD
SS
BEFORE ME PERSONALLY APPEARED WILLIAM J. HASEY, TO ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES THEREIN EXPRESSED.
WITNESS MY HAND AND OFFICIAL SEAL, THIS 14th DAY OF November, 1986 A.D.
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
Lucy Jean Prohaska
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
COMMISSION EXPIRES: 10-28-90

HASEY CENTER

BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 48 SOUTH, RANGE 42 EAST
POMPANO BEACH, BROWARD COUNTY, FLORIDA



NORTHSTAR CONSULTING
767 SOUTH STATE ROAD 7
SUITE 13
MARGATE, FLORIDA 33068
(305) 975-2991

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DEDICATION AND ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF KING) SS

KNOW ALL MEN BY THESE PRESENTS THAT COSTCO WHOLESALE CORPORATION, A WASHINGTON CORPORATION, OWNER OF THE LANDS DESCRIBED AND SHOWN HEREON AS HASEY CENTER, HAS CAUSED SAID LANDS TO BE PLATTED AS SHOWN AND DOES HEREBY DEDICATE TO THE PERPETUAL USE OF THE PUBLIC ALL EASEMENTS AND RIGHTS OF WAY FOR THE PURPOSES INDICATED HEREON THIS 2ND DAY OF MARCH, 19 88, A.D.

WITNESS: [Signature]

BY: [Signature]
JEFFREY H. BROTMAN
CHAIRMAN AND CHIEF EXECUTIVE OFFICER

WITNESS: [Signature]

STATE OF WASHINGTON)
COUNTY OF KING) SS

BEFORE ME PERSONALLY APPEARED JEFFREY H. BROTMAN, TO ME WELL KNOWN AND KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS

CHAIRMAN AND CHIEF EXECUTIVE OFFICER OF THE ABOVE-NAMED CORPORATION AND ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH CHAIRMAN AND CHIEF EXECUTIVE OFFICER OF SAID CORPORATION AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 2nd DAY OF March, 19 88, A.D.

MY COMMISSION EXPIRES: 2-2-90
[Signature]
NOTARY PUBLIC
STATE OF WASHINGTON AT LARGE



REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop Initiative

SHORT TITLE OR MOTION: An Ordinance of the City Commission of the City of Pompano Beach, Florida, approving and authorizing the proper city officials to execute Change Order No.1 in the amount of \$1,848,600.00 pursuant to the contract between the City of Pompano Beach and OHL Building, Inc. for the Library, Cultural Center, and Civic Campus Project; providing for severability; providing an effective date.

Summary of Purpose and Why: On June 14, 2014 City Commission approved the Construction Manager-At-Risk with a GMP Contract with OHL Building, Inc. for the Library, Cultural Center and Civic Campus Project in the amount of \$17,099,743.00. This approved GMP did not include several items that were listed as add alternates as shown in Exhibit C (VE) of the contract, attached herein. A copy of the full contract can be downloaded from the following link: <https://file.ac/hzpvLnJIL9Y/> At this time city staff is recommending these add alternates be included which will increase the GMP and add significant value, and enhance the project. Additionally, there were recommendations by the DRC, AAC, & P&Z committee members that required architectural and site design changes which also increased the GMP. Lastly, there were changes to the structural steel design of the building due to code requirements and permitting comments after the initial GMP was established that resulted in additional scope, further increasing GMP. The additional funding for these items is \$1,848,600.00 (Exhibit B attached), increasing the GMP to the total amount of \$18,948,343.00. These items which increase the GMP are a result of scope changes and therefore warrant a change order (Exhibit A).

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert McCaughan/Tammy Good Ext 4097/5512
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: \$1,848,600.00 Account #302-7417-539.65-12
From FY 2016 Budgeted working capital reserve (302-0000-599-92)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>5/28/15</u>	APPROVE	<u>[Signature]</u>
Budget	<u>6-1-15</u>	APPROVE	<u>[Signature]</u>
General Services	<u>5/29/15</u>	APPROVE	<u>[Signature]</u>
Finance	<u>6/1/15</u>	APPROVE	<u>[Signature]</u>
City Attorney	<u>5/26/15</u>	APPROVE	CA Communication #2015-1008/ <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:
<u>6/9/15</u> Approved			
<u>6/23/15</u> 2nd Reading			



City Attorney's Communication #2015-1008
May 26, 2015

TO: Tammy Good, P.M.P., Civil Engineer II
FROM: Gordon B. Linn, City Attorney
RE: Ordinance – Change Order / OHL Building, Inc.

As requested in your memorandum dated May 21, 2015, I have prepared and attached the following form of Ordinance:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPAÑO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE CHANGE ORDER NO. 1 IN THE AMOUNT OF \$1,848,600.00 PURSUANT TO THE CONTRACT BETWEEN THE CITY OF POMPAÑO BEACH AND OHL BUILDING, INC. FOR THE LIBRARY, CULTURAL CENTER AND CIVIC CAMPUS PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Details of the modifications should be referenced in the contract modification and attached.


GORDON B. LINN

GBL/jrm
l:cor/engr/2015-1008

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 CHANGE ORDER NO. 1 IN THE AMOUNT OF \$1,848,600.00 PURSUANT TO THE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND OHL BUILDING, INC. FOR THE LIBRARY, CULTURAL CENTER AND CIVIC CAMPUS PROJECT; 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 Change Order between the City of Pompano Beach and OHL Building, Inc., for the Library, Cultural Center and Civic Campus, a copy of which Change Order 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 Change Order.

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
5/26/15
L:ord/2015-344

EXHIBIT A



CONTRACT MODIFICATION (CHANGE ORDER)
 CITY OF POMPANO BEACH
 P.O. Drawer 1300
 Pompano Beach, FL 33061

Project Name: Library, Cultural Center, Civic Campus	Bid #: H-43-13
Project Number: 11-139	Date: May 27, 2015
Owner: City of Pompano Beach	Change Order #: 1
Contractor: OHL Building, Inc.	

All items terms and conditions of the original contract H-43-13 dated 5/27/14 remain unchanged and in full force and effect. To access the original GMP contract, copy and paste link into browser: <https://file.ac/hzpvLnJIL9Y/>

The following modifications (see Exhibit B for details) to the CONTRACT are hereby ordered:

<u>CONTRACT AMOUNT</u>		<u>CONTRACT TIME (Calendar Days)</u>	
Original	\$ <u>17,099,743.00</u>	Original Contract Time	<u>TBD</u> Days
Previous Changes (+/-)	\$ <u>N/A</u>	Previous Changes (+/-)	<u> </u> Days
This Change Order (+/-)	\$ <u>1,848,600.00</u>	This Change Order (+/-)	<u> </u> Days
Revised Contract Amount	\$ <u>18,948,343.00</u>	Revised Contract Time	<u> </u> Days
% change from Original (this CO)	<u>11%</u>	Revised Contract Completion Date	<u> </u>
Original Contract Completion Date is	<u>TBD</u>		

OWNER	PROJECT MANAGER	CONTRACTOR
City of Pompano Beach	Tammy Good, PMP	OHL Building, Inc.
P.O. Box 1300	P.O. Box 1300	7051 SW 12 th Street
Pompano Beach, FL 33061	Pompano Beach, FL 33061	Miami, FL 33144

By: _____ By: Tammy Good By: [Signature]
 City Manager Date: 5-28-15 Date: 5/28/2015

CITY ENGINEER	PUBLIC WORKS ADMINISTRATOR	ARCHITECT
City of Pompano Beach	City of Pompano Beach	Silva Architects
1201 NE 5 th Avenue	1201 NE 5 th Avenue	135 San Lorenzo Ave
Pompano Beach, FL 33060	Pompano Beach, FL 33060	Coral Gables, FL 33146

By: Alexander Duf By: Robert McCaughy By: [Signature]
 City Engineer Public Works Administrator
 Date: 5-28-15 Date: 5/28/15 Date: 5-27-15

Change Order Category	Sub Category
<input checked="" type="checkbox"/> Owners Request <input type="checkbox"/> Unforeseen <input type="checkbox"/> Consultant Error <input checked="" type="checkbox"/> Consultant Omission	<input checked="" type="checkbox"/> Regulatory Compliance <input type="checkbox"/> Safety/ Emergency

"CONTRACTOR"

OHL Building Inc.

(Print name of company)

Witnesses:

[Signature]

Veronica Fuenzalida.

No. CGC 1521229

By [Signature]

Print Name: Arthur HOYNACK

Title: VICE PRESIDENT

Business

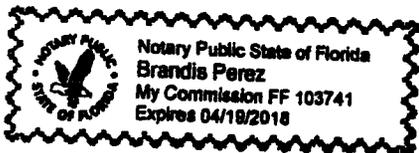
License

STATE OF FLORIDA

COUNTY OF Miami-Dade.

The foregoing instrument was acknowledged before me this 28 day of May, 2015, by Arthur Hoynack as Vice President of OHL Building Inc., A Florida Corporation on behalf of the corporation. He/she is personally known to me or who has produced Self. (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Brandis Perez
(Name of Acknowledger Typed, Printed or Stamped)

FF 103741
Commission Number

EXHIBIT B



ADDITIONS/CHANGES IN SCOPE AFFECTING GMP

Date: April 24, 2015

Documents: 100% Construction Documents Permit Re-Submittal Dated October 31, 2014 with Addendums 1 - 6

	In Original \$17,099,743 GMP	Change in Scope	Reason for Change	Unit Cost	Subtotal
	Original GMP Ordinance No. 2014-43 Dated June 10, 2014 Contract Amount with all deductive VE and Alternates as detailed in referenced Ordinance			\$ 17,099,743.00	
					\$ 17,099,743.00
1	The original design did not have paver walkways at South parking lot. Reference 100%CD plan dated 2/27/2014.	Concrete Pavers walkway was added to south lot.	The former reviewer for City's Planning and Zoning Department requested additional concrete pavers in the south parking area after the GMP agreement was finalized.	\$ 10,940.00	
2	The original design did not have parallel parking or new sidewalk in this area. Reference 100%CD plan dated 2/27/2014.	New parallel parking was added along SW 2nd Street and new concrete sidewalks were added along SW 2nd Street and SW 1st Terrace.	The former reviewer for City's Planning and Zoning Department requested additional parallel parking constructed of asphalt paving in the south parking area after the GMP agreement was finalized.	\$ 24,614.00	
3	The original design did not have pervious pavers or parallel parking in this area. Reference 100%CD plan dated 2/27/2014.	Pervious concrete pavers and new parallel parking was added at south parking lot along SW 1st Terrace.	The former reviewer for City's Planning and Zoning Department requested requested additional parallel parking constructed of pervious paving in the south parking area after the GMP agreement was finalized.	\$ 15,296.00	
4	The original design did not have window openings on East Elevation. Reference 100%CD plan dated 2/27/2014.	Windows type W7 and additional recessed stucco accent areas were added .	The Architectural Appearance Committee (AAC) requested additional glazing on the building's east elevation after the GMP agreement was finalized.	\$ 30,900.00	
5	Bond was removed as part of the VE to reach the budget and excluded in Ordinance, exhibit A, page 56, item # GC77 Performance and Payment Bonds - Chapter 558- Opt Out.	Bond was subsequently required and submitted to City.	The bond was removed from the project at the request of the City due in part, to issues the City has had completing a bonded project. This requirement was added back in at the request of the City's Legal Counsel.	\$ 132,250.00	
6	Wage rates were included only for the County funded work. Reference RFI #21 dated 4/9/14	Wage Rates were required for entire project.	Wage Rates were originally included on the County Funded portion of the project as agreed to by all parties. After approval of the GMP the County's Counsel determined the wage rates applied to the entire project.	\$ 169,565.00	
7	Net Difference after adjusting for structural steel changes, VE reconciliation and overall document cordination with regulatory agencies.	Changes in design based on plan review, rejected VE and delays in receiving NTP have impacted cost of work.	Design changes, review comments and Owner Acceptance/Rejection of VE as offered	\$ 111,770.00	
8	Subtotal of Revised Scope				\$ 495,335.00
9	Revised Estimate Submitted February 04, 2015				\$ 17,595,078.00

Items that are not included in the \$17,595,078.00 but may be added to Enhance The Project (Add Alternates)					
	In Current GMP	Description of Enhancement	Reason for Change	Unit Cost	Subtotal
10	Multi Vista was agreed to be purchased directly by Owner	Multi Vista was requested to be purchased by CM	The City has requested the inclusion of Multi Vista to enhance the project documentation during construction and record keeping throughout the life of the building. This item was eventually removed. Please see item 43 below.	\$ 13,128.00	
11	Air cooled chillers are currently included as HVAC system.	Use water cooled chillers in lieu of air cooled	The City and County has requested the inclusion of water cooled chillers to increase cooling efficiency and improve the Life Cycle Cost throughout the life of the building.	\$ 98,475.00	
12	Current price includes earth berm at elevation difference	Concrete knee walls in lieu of earth berm at lawn area	The City requested the concrete retaining walls remain in the project to enhance the look of the landscape area after the GMP agreement was finalized.	\$ 206,290.00	
13	Priced includes empty raceways and pull strings for future installation of Theatrical Performance Systems	Upgrade to a full Theatrical Performance System to include sound, video and communication system	The City has requested the full SVC System be installed at this time in lieu of just the infrastructure to enable performances to occur immediately after construction is complete	\$ 439,863.00	
14	Provide kitchen equipment at a future date. All rough-in connection points for future kitchen equipment installation are included.	Provided full Kitchen Equipment Package, as designed, including walk in cooler/freezer and cooking/hood/UDS system	The City has requested the Installation of a full kitchen at this time to allow for full food service capabilities during events	\$ 158,856.00	

EXHIBIT B



ADDITIONS/CHANGES IN SCOPE AFFECTING GMP

Date: April 24, 2015

Documents: 100% Construction Documents Permit Re-Submittal Dated October 31, 2014 with Addendums 1 - 6

	In Original \$17,099,743 GMP	Change in Scope	Reason for Change	Unit Cost	Subtotal
15	Mid-back chair and plastic armrests are currently included.	Theater Seating Upgrade to include wood armrests and high back chairs	The City has requested wood armrests and high back seating for the theatrical seats in lieu of plastic armrests and low back seating	\$ 23,505.00	
16	Elevator priced with flat laminate walls, standard aluminum frame ceiling with prismatic lens. Freight elevator to have 2 in-line openings	Passenger elevator cab upgrades to include raised panels w/stainless steel, Stainless steel ceiling with downlights. Freight elevator to have 3 openings, 2 in-line and one rear at ground floor.	The City has requested upgraded elevator finishes to consist of raised wall panels with stainless steel reveals and stainless steel ceiling with downlights. Freight elevator re-design will not work with Owner requirements.	\$ 24,614.00	
17	Schedule 40 and Schedule 80 CPVC for domestic supply. Lay in grilles for air distribution. Redesign ductwork to reduce VAVs by 10.	General Mechanical Upgrades: Use copper in lieu of CPVC, Provide linear diffusers in lieu of lay in grilles and provide ductwork and VAVs as designed.	The City has requested various mechanical upgrades to enhance the Life Cycle Cost, aesthetics and air volume control	\$ 12,034.00	
18	Pricing did not included lightning protection	Install lightning protection	The City has requested additional electrical requirements to increase safety and provide a better Life Cycle Cost	\$ 21,168.00	
19	Base price included non-LED fixtures in the lighting package	Provide LED fixtures for project	The City has requested additional electrical requirements to increase safety and provide a better Life Cycle Cost	\$ 13,128.00	
20	Acoustical wall panels were deferred to later purchase to coincide with future sound system installation.	Acoustical Enhancement in Multi Purpose Room to provide acoustical wall panels.	The City would like to install the acoustical panels on the drywall partitions to enhance the sound during performances	\$ 74,280.00	
21	Acoustical wall panels were deferred to later purchase and wood floors were Value Engineered to luxury vinyl plank flooring. Pricing based on USF Contract, Stratum Luxury Vinyl Tile	Flooring Finish Enhancement in Multi Purpose Room - to provide Duracushion II maple flooring	The City would like to upgrade the flooring from a \$5.00/sf material to resillient wood performance floor.	\$ 21,880.00	
22	No specialty engineering was included	Additional requirements for specialty engineer design of connections and various structural steel elements	New requirement, typically provided by engineer of record	\$ 37,792.00	
23	Total Cost of Enhancements				\$ 1,145,013.00
24	Total Project Cost with Desired Enhancements				\$ 18,740,091.00

Items Required During Plan Review and VE Acceptance/Rejection					
25	Original pricing included cost of work as designed.	Additional rain tank, storm drainage system piping, earthwork and asphaltic pavement modifications.	Design Changes as issued with Addendums 4 - 6 that were required by plan review comments.	\$ 189,653.00	
26	Original pricing included cost of work as designed.	Additional concrete shear walls and changing masonry to cast-in-place structure to accommodate structural steel changes.	Design Changes as issued with Addendums 4 - 6 that were required to accommodate structural steel changes.	\$ 91,624.00	
27	Original pricing included cost of work as designed.	Savings obtained by coordinating with the structural steel and glazing systems to simplify the glazing support framing.	To provide the structural steel required to support the curtain wall system	\$ (121,157.00)	
28	Original pricing Included cost of work as designed.	Additional sealents and caulking required due to re-design of structure	Provide sealants required for revised structural system	\$ 18,379.00	
29	Original pricing Included cost of work as designed.	Addendum 4 - 6 Glass and glazing modifications	Design Changes as issued with Addendums 4 - 6 that were required by plan review comments.	\$ (44,145.00)	
30	Original pricing included cost of work as designed.	Addendum 4 - 6 Exterior wall framing modifications	Design Changes as issued with Addendums 4 - 6 that were required by plan review comments.	\$ (18,597.00)	
31	Original pricing included cost of work as designed.	VE item: Use crushed concrete in lieu of #57 rock for exfiltration trenches and rain tank	Rejected VE that was offered as an alternate drainage material. This material is acceptable under DOT Specifications but not allowed by Broward County	\$ 18,597.00	
32		VE item: S105- Revise high roof framing back to original design using W Shape members in lieu of the 12" x 8" x 1/2" tube steel currently shown	VE not fully realized.	\$ 72,530.00	
33		VE item: Reduce 6" x 6" x 1/2" angles in CWF areas to 4" X 4" X 1/4"	VE not fully realized.	\$ 30,128.00	
34		VE item: If the angles as described in 108 can be eliminated an additional deuction can be obtained	VE not fully realized.	\$ 73,646.00	

EXHIBIT B



ADDITIONS/CHANGES IN SCOPE AFFECTING GMP

Date: April 24, 2015

Documents: 100% Construction Documents Permit Re-Submittal Dated October 31, 2014 with Addendums 1 - 6

	In Original \$17,099,743 GMP	Change in Scope	Reason for Change	Unit Cost	Subtotal
35		VE item: Reduce CWF frames in accordance with isometric provided for the CWF-1 reduction. This savings is a projection based on all frames being able to be reduced by at least the same amount as the CWF-1 frame.	VE not fully realized.	\$ 245,487.00	
36		VE item: Change glazing from 1 5/16" insulated laminated to 9/16" laminated	VE rejected at this time. See item 41 below.	\$ 63,231.00	
37		VE item: Standard sump pump in lieu of Park sump pump specified	VE rejected at this time. See item 42 below.	\$ 10,940.00	
38	Cost of Above Changes				\$ 630,316.00
39	New Project Total				\$ 19,370,407.00

Items to be Accepted after further Consideration (VE)					
40		Cost of Contingency in GMP of \$17,099,743.00 is \$412,036.00	Cost of Contingency in Revised Amount of \$18,740,091.00 is \$428,295.00	\$ (16,259.00)	
41		Change glazing from 1 5/16" insulated laminated to 9/16" laminated	Energy model proved the 9/16" laminated glazing is more efficient in the Florida climate than the 1 5/16" glass	\$ (63,231.00)	
42		Standard sump pump in lieu of Park sump pump specified	Alternate pump system as submitted should be accepted	\$ (10,940.00)	
43		Multi Vista was requested to be purchased by CM	Multi Vista to be purchased by the City	\$ (13,128.00)	
44		Full Kitchen as designed	Kitchen Design-To Allowance providing required equipment to function as the Owner desires	\$ (58,856.00)	
45		Acoustical Enhancement in Multi Purpose Room to provide acoustical wall panels.	Provide at a later date if funds become available	\$ (74,280.00)	
46		Allowance Included for relocateable lighting in the performance system	Do not provide relocateable lights - These can be purchased at a later date	\$ (56,886.00)	
47		Review comments required concrete pavers to be installed as walkways in the south parking area	Remove concrete pavers and provide asphalt in the parking area and concrete in islands	\$ (6,564.00)	
48			Remove requirement of Subcontractor bonds	\$ (121,920.00)	
49	Cost of Above Changes				\$ (422,064.00)
50	New Project Total if Changes are Accepted				\$ 18,948,343.00

SUMMARY OF TOTALS

Original GMP (Ordinance No. 2014-43 June 10, 2014)		\$17,099,343.00
Design Changes (AAC, City Planning Staff), Bond, Wage Rates		\$495,335.00
Project Enhancements (Add Alternates), e.g. knee walls, performance system, elevator enhancements, water cooled A/C		\$1,145,013.00
Structural Design Changes, Storm Drain & Permit Revisions		\$630,316.00
Value Engineering Acceptance		-\$422,064.00
Total Increased Costs to GMP (Change Order)		\$1,848,600.00
Grand Total GMP		\$18,948,343.00

Owner Exhibit C (VE)



City of Pompano Beach Public Library and Cultural Arts Center
100% CD GMP

Date of Estimate: May 09, 2014
Basis for Estimate: 100% CDs Plans Dated 2/27/2014

RECAP

Division	Description	100% CD- GMP
1	General Requirements	\$ 250,950
1	Reimbursable General Conditions	\$ -
2	Site Work	\$ 2,070,504
3	Concrete	\$ 1,625,000
4	Masonry	\$ -
5	Metals	\$ 2,193,812
6	Woods & Plastics	\$ 146,293
7	Thermal Moisture	\$ 792,416
8	Doors & Windows	\$ 1,299,249
9	Finishes	\$ 2,884,159
10	Specialties	\$ 83,221
11	Equipment	\$ 827,580
12	Furnishings	\$ 271,756
13	Special Construction	\$ -
14	Conveying Systems	\$ 469,600
15	Mechanical	\$ 2,299,540
16	Electrical	\$ 1,467,950
	Subtotal	\$ 16,682,030
	General Conditions	\$ 1,156,232
	Contingency	\$ 445,957
	Insurance	\$ 182,842
	Fee	\$ 923,353
	Bond	\$ 193,904
	Total	\$ 19,584,318
	Subtotal Alternates/Value Engineering	\$ (2,484,575)
	Revised Estimate With Cost Savings (see attached for breakdowns)	\$ 17,099,743



City of Pompano Beach Public Library and Cultural Arts Center

Adjustments to Meet Project Budget

5/9/2014

	Description	Savings
	Selected Value Engineering with Mark Ups (see Value Engineering Summary)	\$ (1,489,656)
	Tax Savings on \$17,100,000 (3%) (Allowance)	\$ (513,000)
Alt #1	Delete from scope of work the cast in place planter walls at Civic Plaza and instead provide earth berms at 45 degrees to maintain existing slopes as shown on drawings.	\$ (181,000)
Alt #2	Provide alternative metal roofing complying with Florida Product Approval and wind pressures at Contractor's option.	N/A
Alt #3	Delete from scope of work all articulated exterior stucco ceilings at underbelly of Cultural Center Lobby and Library and replace with flat stucco ceilings. Delete articulated stucco, framing, and metal lath for columns at underbellies and replace with straight metal framing, lath, and stucco 30" square completely vertical. As part of this deductive alternate, also replace articulated ceilings at interior of Library waiting area with flat drywall ceilings.	\$ (155,290)
Alt #4	Delete from the scope of work all articulated drywall floating ceilings at Library Reading Room (second floor) and Cultural Center Lobby (second floor). Replace with a floating drywall ceiling simply sloped to follow structure above, hanging 3'-0" below structure.	\$ (28,945)
Alt #5	Delete epoxy flooring throughout project and replace with sealed concrete.	\$ (43,420)
Alt #6	Delete epoxy terrazzo flooring throughout project and replace with polished concrete architectural finish grade.	\$ (59,780)
Alt #7	Provide for alternate manufacturers for fold down audience seating in Cultural Center Multi-Purpose Room. Submit manufacturer data from alternate manufacturers and models for approval by A/E.	in base bid
Alt #8	Delete flat floor mounted movable seating at Cultural Center Multi-Purpose Room from scope of work. Do NOT include as part of this deductive alternate the remaining fold down audience seating, which shall remain in scope.	\$ (13,484)
	Subtotal Cost Reduction Savings	\$ (2,484,575)

Date of Estimate: May 09, 2014

Basis for Estimate: 100% CDs Plans Dated 2/27/2014

	Description	Savings
Div 2		
1	Replace Concrete Pavers with Concrete Sidewalks	not accepted
1a	Replace Concrete Pavers with a Local Supplier in lieu of Specified	included in pricing
2	Eliminate Estate Fencing	included in pricing
3	Use prefabricated bench seats in lieu of Sand Blast Finish Cast-In-Place Concrete Benches (\$100.00/LF Design-To Allowance)	included in pricing
4	Delete Retaining Walls and Slope Sides of Retention Areas	SEE ALTERNATE #1
5	Landscape design to allowance: Alternate palms in lieu of Medjool, reduce height of trees to by 2-4', reduce groundcover/shrub quantity	\$ (90,000)
6	Irrigation VE target	\$ (15,000)
7	Delete concrete benches	\$ (22,000)
Div 3		
8	Use Framing, lath and plaster in lieu of Precast Concrete Wall Panels	included in pricing
Div 5 and 8 Curtain Wall		
9	Simplify Curtain Wall Support Framing	included in pricing
10	Simplify Curtain Wall for Marks W26, W27 and W32	included in pricing
Div 7		
11	Use 5V-Crimp Roof in lieu of Standing seam (No 20 yr. NDL)	SEE ALTERNATE #2
Div 8		
12	Remove Metal Wall Panels at Curtain Wall Returns	included in pricing
13	Remove 5" Projections from Curtain Wall Mullions and use Standard 5/16"	included in pricing
Div 9		
14	Simplify Drywall Ceilings and reduce Elevation Variations	SEE ALTERNATE #4
15	Simplify Stucco design at columns and exterior ceilings	SEE ALTERNATE #3
16	Delete Epoxy Flooring and use a concrete sealer	SEE ALTERNATE #5
17	VE Carpet tiles	\$ (10,000)
18	VE wood flooring at multipurpose- use Duracushion II, 3rd grade maple	\$ (10,805)
19	Delete terrazzo at stairs and use alternate stair design w/open risers	\$ (47,000)
Div 11		
20	"Design to Allowance" for Performance Systems	\$ (402,080)
21	Kitchen Equipment - Defer to Future Date	\$ (125,500)
Div 12		
22	Jezet Galant Chairs with Wooden Rear Panel	n/a
22a	Irwin Telescoping Marquee Chair	included in pricing

VALUE ENGINEERING SUMMARY

Date of Estimate: May 09, 2014

Basis for Estimate: 100% CDs Plans Dated 2/27/2014

	Description		Savings
Div 14			
23	Use Mowrey Elevator in Lieu of Schindler		\$ (160,475)
Div 15 MECHANICAL			
24	Standard sump pump in lieu of Park sump pump specified		\$ (10,000)
25	Change copper water piping to schedule 40 and 80 CPVC		\$ (6,000)
26	Air cooled Chillers in lieu of CW		\$ (100,000)
27	Grooved pipe in lieu of welded		not priced
28	Butterfly valves in lieu of gate valves		included in pricing
29	Lay-in grilles in lieu of Linear Diffusers		not priced
30	Delete 10 VAV's		full design included
31	PVC Condenser Water pipe in lieu of Steel		not priced
32	304 S/S Cooling towers in lieu of 316 S/S		not priced
Div 16 Electrical			
33	Delete the Lightning Protection system		\$ (19,900)
34	Lighting Package Alternate keeping the LED fixtures		\$ (27,200)
35	Additional deduct Removing the LED fixtures		\$ (12,000)
36	Aluminum Feeders Note: The aluminum VE is minimal due to the fact that FPL is providing the secondary wiring to the CT cabinets and change bus from copper to aluminum		\$ (5,790)
37	Remove the requirement for a fire alarm true site station		\$ (13,200)
38	Change to series breakers		\$ (4,200)
39	Change breakers 400 amp and above to Thermo-Mag trip type		\$ (1,790)
General Scope Reductions			
40	Reduce Overall Height of the building by 5'-0"		included in pricing
41	Delete BIM		\$ (80,000)
42	Remove Bond Requirement		\$ (193,904)
43			
44			
45			
	Sub-Total		\$ (1,356,844)
		Contingency 2.50%	\$ (33,921)
		Insurance 1.00%	\$ (13,908)
		Fee 5.00%	\$ (70,234)
		Bond 1.00%	\$ (14,749)
	Total		\$ (1,489,656)

Date of Estimate: May 09, 2014
 Basis for Estimate: 100% CDs Plans Dated 2/27/2014

City of Pompano Beach Public Library and Cultural Arts Center
 100% CD GMP

ALTERNATES

BID DEDUCTIVE ALTERNATES

Deductive Alternate No. 1: Delete from scope of work the cast in place planter walls at Civic Plaza and instead provide earth berms at 45 degrees to maintain existing slopes as shown on drawings.	\$	(181,000.00)
Deductive Alternate No. 2: Provide alternative metal roofing complying with Florida Product Approval and wind pressures at Contractor's option.		N/A
Deductive Alternate No. 3: Delete from scope of work all articulated exterior stucco ceilings at underbelly of Cultural Center Lobby and Library and replace with flat stucco ceilings. Delete articulated stucco, framing, and metal lath for columns at underbellies and replace with straight metal framing, lath, and stucco 30" square completely vertical. As part of this deductive alternate, also replace articulated ceilings at interior of Library waiting area with flat drywall ceilings.	\$	(155,290.00)
Deductive Alternate No. 4: Delete from the scope of work all articulated drywall floating ceilings at Library Reading Room (second floor) and Cultural Center Lobby (second floor). Replace with a floating drywall ceiling simply sloped to follow structure above, hanging 3'-0" below structure.	\$	(28,945.00)
Deductive Alternate No. 5: Delete epoxy flooring throughout project and replace with sealed concrete.	\$	(43,420.00)
Deductive Alternate No. 6: Delete epoxy terrazzo flooring throughout project and replace with polished concrete architectural finish grade.	\$	(59,780.00)
Deductive Alternate No. 7: Provide for alternate manufacturers for fold down audience seating in Cultural Center Multi-Purpose Room. Submit manufacturer data from alternate manufacturers and models for approval by A/E.		in base bid
Deductive Alternate No. 8: Delete flat floor mounted movable seating at Cultural Center Multi-Purpose Room from scope of work. Do NOT include as part of this deductive alternate the remaining fold down audience seating, which shall remain in scope.	\$	(13,484.00)

TOTAL \$ (481,919.00)

BID ADDITIVE ALTERNATE

Additive Alternate No. 1: Provide metal picket fencing and gates in lieu of chain link fencing shown on drawings at Service area.	\$	37,680.00
Additive Alternate No. 2: Provide for articulated drywall ceilings and columns at interior of Library as per sketch attached to this section as EXHIBIT A.	\$	86,219.00

TOTAL \$ 123,899.00

SUPPLEMENTAL ALTERNATES

Add 78 Marquee chairs on moveable bases as shown in TC draings for thrust stage arrangement	\$	33,327.00
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REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: 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 transportation services between the City of Pompano Beach and Limousines of South Florida, Inc. to provide a Community Bus Service; providing an effective date, for a total cost of \$288,787

(Fiscal impact: \$16,640)

Summary of Purpose and Why:

The City of Pompano Beach has had a free Community Bus Program since 2003, which has been operated by Limousines of South Florida. This year, however, an RFP was sent out in order to solicit competitive bids from different vendors. Only two vendors replied and Limousines of South Florida, Inc. was selected to continue running the program; this selection was approved at the May 12th, 2015 City Commission meeting. Furthermore, staff received authorization to negotiate a contract with the highest ranked firm.

Accordingly, attached is a proposed Agreement between the City of Pompano Beach and Limousines of South Florida, Inc. for operation of the City's Community Bus Program. The proposed Agreement is very similar in language and scope compared to the 2009 Agreement. The only material differences that exist are as follows:

* Price – The price of operating the program will be \$34.71/hr, which is an increase of \$2.00. The annual impact of this increase will be \$4,160/vehicle; this cost increase will be covered by the Local Option Transit Gas Tax that is remitted to the City each year by the State. Additionally, the annual Capital Allowance will increase by \$1,295.2 from \$12,000 per vehicle to \$13,295.20 per vehicle. There is no impact on the City as the Capital Allowance is paid for by Broward County. In addition to the annual Capital Allowance, the City will continue to be reimbursed \$15/hr by the County.

Ridership Per Hour – Under the Inter-local Agreement between the City and Broward County, the City and Contractor are required to maintain an average ridership of 7.1 passengers per hour.

The total annual net cost to the City (including price increase) is \$16,640; again, this cost will be covered by the annual Transit Tax collected on gas consumption. Staff recommends approval of attached Agreement.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Budget Office
- (2) Primary staff contact: Ernesto Reyes, Assistant to the City Manager for Budget and Strategic Planning Ext. 4601
- (3) Expiration of contract, if applicable: June 2018
- (4) Fiscal impact and source of funding: \$16,640; this cost is paid for by the Local Option Transit Gas Tax that is annually remitted to the City.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Budget Office	6/2/15	Approval	
Finance	6/3/15	Approval	
City Attorney	6/3/15		
<input checked="" type="checkbox"/> City Manager			

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading <u>6/23/15-</u>	1st Reading _____	Results: _____	Results: _____
2nd Reading <u>Adopted-6/9/15- Ord.15-57</u>			

CITY MANAGER'S OFFICE

Ernesto Reyes, Assistant to the City Manager for Budget & Strategic Planning

E: ernesto.reyes@copbfl.com | P: 954.786.4049 | F: 954.786.4504

MEMORANDUM

DATE: May 28th, 2015

TO: Gordon Linn, City Attorney

FROM: Ernesto Reyes, Assistant to the City Manager for Budget & Strategic Planning
City Manager's Office

SUBJECT: Community Bus Service

Please prepare an ordinance for the City Commission to authorize staff to execute a service agreement between Limousines of South Florida, Inc. and the City of Pompano Beach. It will be place on the June 9th City Commission meeting. Thanks.

If you need additional information or have any questions, please contact me at ext. 4049.

Thank you.



2015 JUN -2 AM 10: 26

City Attorney's Communication #2015-1045

June 2, 2015

TO: Ernesto Reyes, Assistant to the City Manager
FROM: Gordon B. Linn, City Attorney
RE: Ordinance – Limousines of South Florida, Inc. / Community Bus Service

As requested in your memorandum of May 28, 2015, the following form of Ordinance, relative to the above-referenced matter, have been prepared and are attached:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND LIMOUSINES OF SOUTH FLORIDA, INC. TO PROVIDE COMMUNITY BUS SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Please do not hesitate to contact me if I may be of further assistance.

GORDON B. LINN

/jrm
l:cor/mgr/atcm/2015-1045

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 SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND LIMOUSINES OF SOUTH FLORIDA, INC. TO PROVIDE COMMUNITY BUS SERVICE; 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 Service Contract between the City of Pompano Beach and Limousines of South Florida, Inc. to provide community bus service, a copy of which Contract 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 Contract.

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
6/2/15
L:ord/2015-346

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 Limousines of South Florida, Inc., hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

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

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Services; 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 Community Bus service 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 Services), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of three (3) years or less beginning with the date this Contract is fully executed by both parties.

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 of two (2) one – year renewals, provided that City will provide notification within sixty (60) days of termination date of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$19.71 per hour per vehicle, excluding \$15 per revenue hour per vehicle and an annual maximum pro-rated amount of \$13,295.20 per vehicle for capital allowance.

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

Invoices shall be submitted on a monthly basis.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

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

If to Contractor: Limousines of South Florida, Inc.
3300 S.W. 11th Avenue
Fort Lauderdale, Fl 33315
Contact: Mark Levitt

If to City: City of Pompano Beach
P. O. Box 1300
Pompano Beach, Florida 33060
Attention: Ernesto Reyes

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

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors,

subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not

operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

Limousines of South Florida, Inc.
(Print or type name of company here)

Witnesses:

[Signature]
THOMAS RAVILONE
(Print or Type Name)

[Signature]
Mayra L Fernandez
(Print or Type Name)

By: [Signature]

Print Name: Mark Levitt

Title: Vice President

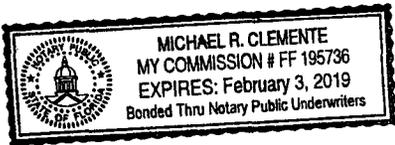
Business License No. _____

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 5th day of June, 2015, by Mark Levitt as Vice President of Limousines of South Florida, Inc., a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced D/L (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Michael R Clemente
(Name of Acknowledger Typed, Printed or Stamped)

FF 195736
Commission Number

l:agr/genl srvs/service contract

EXHIBIT A

Scope of Services

The City of Pompano Beach oversees FOUR (4) bus routes under Broward County Transit's (BCT) Community Bus Program. The four routes encompass each major section of the City and interconnect with one another, allowing riders to travel throughout the City without having to utilize a different transportation service. All four of the routes connect to the Broward County's Mass Transit Center.

The vehicles and services will operate within residential and business communities. The vehicles' size, seating capacity, and other features shall be compatible with neighborhood streets that are unable to be utilized by the larger 42 passenger buses. The conduct of the operators and the vehicle's design shall be tasteful. Limousine of South Florida, Inc. will be required to operate under the terms and conditions specified in the RFP and Broward County Transit's Community Shuttle Bus Program.

Below is a summary of the routes:

Red Route The Red Route, highlighted in red on Exhibit A, is a mix of residential and business communities. The business districts serviced by the route are a mix of new and old development. The residential communities are predominately retirees, with a few professional and working class residents. Some of the roadways within the community do not receive any type of transit service, as the roads are too narrow for larger buses to pass through. The estimated headway time is 68 minutes. The route begins on the corner of Martin Luther King Jr. Boulevard. It proceeds west on Martin Luther King Jr. Boulevard to N.W. 27th Avenue where the route then heads south to Palm Aire Marketplace Plaza. From Palm Aire Marketplace Plaza the route proceeds south on Powerline Road, west on Palm Aire Boulevard North, west on Palm Aire Drive West, circles around Oaks Terrace back to Palm Aire Drive West, heads east on Palm Aire Drive West, south on Cypress Drive West towards the Palm Aire Publix where the route then heads back north on Cypress Drive West to Palm Aire Drive South, then east on Palm Aire Boulevard South passing by the Pompano Harness Track Isle of Capri Casino. The route then heads back west on Palm Aire Drive South until Powerline Road, where the route then proceeds north on Powerline Road. The route heads west on Atlantic Boulevard, north on N.W. 27th Avenue to Martin Luther King Jr. Boulevard, and then back east to the corner of Martin Luther King Jr. Boulevard.

Hours of operation: Monday – Friday from 9:00 a.m. to 4:57 p.m.

Orange Route

The Orange Route, highlighted in orange on Exhibit A, is also a mix of residential and business communities. The business districts serviced by the route are a mix of new and old development along Dixie Highway and Federal Highway. The residential communities are a mix of retirees, professional and working class residents.

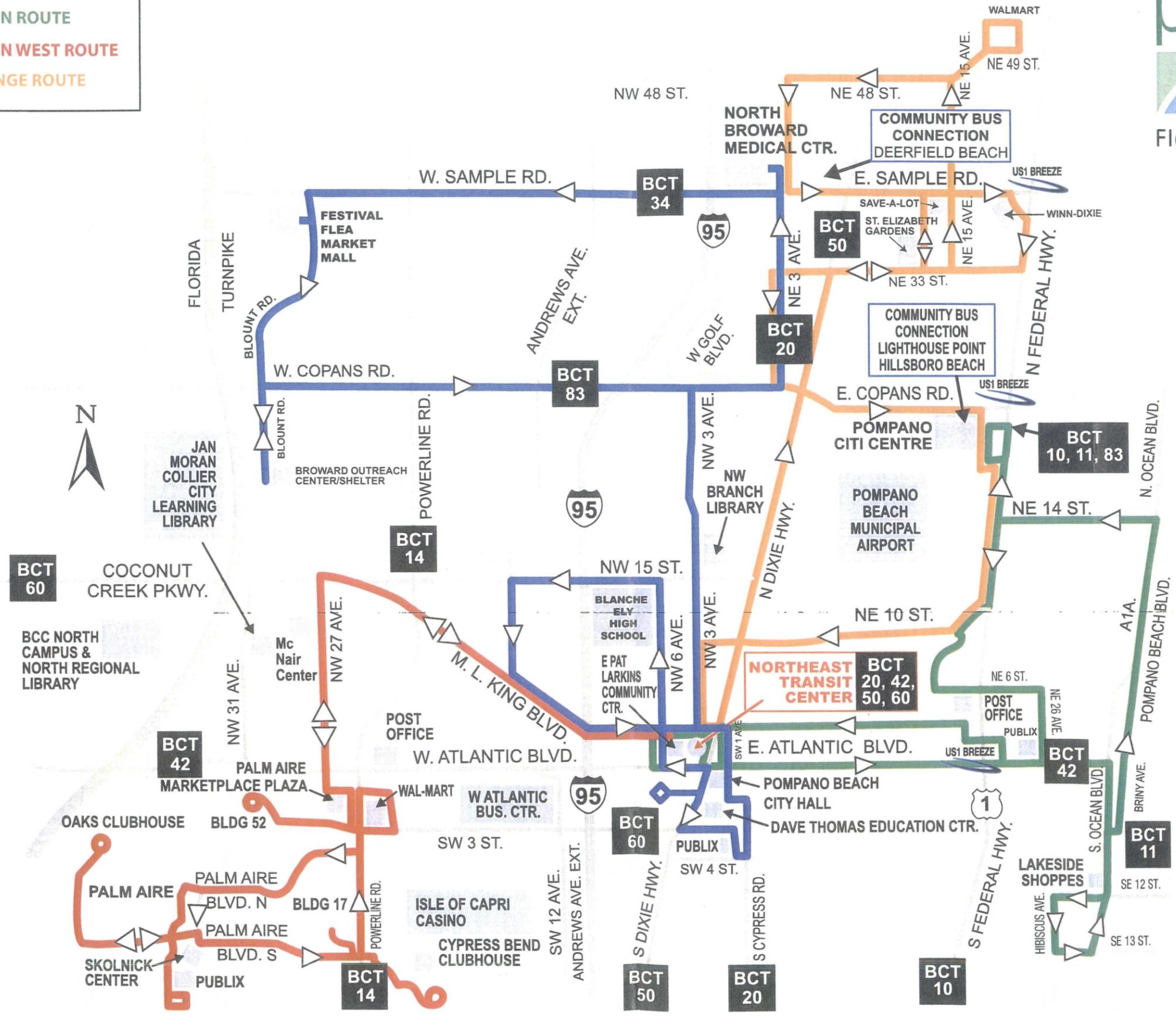
The estimated headway time is 68 minutes. The route begins on the corner of Martin Luther King Jr. Boulevard and proceeds north on Dixie Highway to N.E. 33rd Street to Saint Elizabeth Gardens and Save a Lot Sample Road. The route then heads north on N.E. 15th Avenue, circles around Walmart on

Pompano Beach Community Bus System Map



LEGEND

- BLUE ROUTE
- GREEN ROUTE
- GREEN WEST ROUTE
- ORANGE ROUTE



N.E. 49th Street, and then heads west on N.E. 49th Street. The route turns south on N.E. 3rd Avenue, east on Sample Road and south on Federal Highway, and back on N.E. 33rd Street west, and on N.E. 3rd Avenue south. The route proceeds east on Copans Road towards Pompano Beach City Center and then heads south on Federal Highway, west on N.E. 10th Street, and then back south on N.W. 3rd Avenue to the corner of Martin Luther King Jr. Boulevard.

Hours of operation: Monday – Friday from 9:00 a.m. to 4:57 p.m.

Green Route

The area's residents are a mix of professionals and retirees. However, the City's Coastal Area is a popular destination for both residents and visitors alike, especially between the months of November and April. Accordingly, transit users consist of a mix of local residents and those who reside outside the Coastal Community, whom utilize public transportation to travel to popular destinations along the City's beaches. Some of the roadways within the community do not receive transit service since they are narrow and difficult to navigate with the 42-passenger buses. Thus, those desiring to travel to certain destinations east of Federal Highway are forced to walk on side streets to access certain destinations. The Green Route, highlighted in green on Exhibit A (attached), has an estimated headway of sixty (68) minutes. The route begins at the E. Pat Larkins Community Center. The route heads east on Martin Luther King Jr. Boulevard towards Dixie Highway, where the route then turns south on Dixie Highway towards East Atlantic Boulevard. The route proceeds east on East Atlantic Boulevard, south towards Lakeside Shoppes before heading north on Pompano Beach Boulevard on to A1A North. The route heads east on N.E. 14th Street, north on North Federal Highway towards Pompano Citi Centre before heading south on North Federal Highway, turns west on N.E. 10th Street, south on N.E. 18th Avenue, east on N.E. 6th Street going towards N.E. 26th Avenue, where the route then goes south on N.E. 26th Avenue and back west on East Atlantic Boulevard. The route turns north on N.E. 24th Avenue and heads west on N.E. 2nd Street, north on N.E. 19th Avenue and then west on N.E. 4th Street and back to the E. Pat Larkins Community Center.

Hours of operation: Monday – Friday from 9:00 a.m. to 4:52 p.m.

Blue Route

The Blue route, highlighted in blue on Exhibit A, mainly targets the City's working class residents. The route passes predominantly through residential sections of the City, as a number of the residents encompassed by the route rely on public transportation as their main mode of transportation.

The Blue Route has an estimated headway of 80 minutes. The route begins by the intersection of Martin Luther King, Jr. Boulevard and Dixie Highway at the Northeast Transit Center. The route proceeds north on N.W. 6th Avenue and then goes west on N.W. 15th Street to Andrews Avenue. The route turns south on Andrews Avenue to Martin Luther King Jr. Boulevard. The route proceeds east on Martin Luther King Jr. Boulevard, south on S.W. 1st Avenue, south on Cypress Road, east on S.W. 4th Street, north on South Dixie Highway, west on S.W. 2nd Court, northeast on Avondale Drive, east on S.W. 2nd Street, north on South Dixie Highway, then north on N.W. 3rd Avenue passing by the Northwest Pompano Beach Library. The route heads east on Copans Road, then north on N.E. 3rd Avenue to the North Broward Hospital, and then back south on N.E. 3rd Avenue where it travels east along W. Sample Rd towards the Festival Flea Market Mall on Blount Rd. Afterwards, the route

continues south on Blount Rd. to the Broward Outreach Center/Shelter, then north on Blount Rd. to W. Copans Rd where it turns and heads east to NW 3rd. Ave. and back to the Northeast Transit Center.
Hours of operation: Monday – Friday from 8:40 a.m. to 4:37 p.m.

Note: The City reserves the right to make minor adjustments (hours, frequency, days of operation, service areas, etc.) to these stated routes, in an effort to enhance the level of service. A minimum of two weeks' notice will be provided to the contractor, in the event minor adjustments are expected/required.

Tasks/Deliverables

1. Revenues:

Contractor shall operate the bus service as a free fare public transportation service. Implementation of fares and subsequent increases will be solely at the City's discretion. Contractor will not be allowed to pursue bus advertising inside or outside the bus, unless otherwise specified by the City.

Contractor will be allowed to pursue private subsidies and joint participation with the private sector and other sources.

2. Funding

Under the terms of the County's Community Shuttle Program, the City is eligible to receive \$15 per revenue hour for the operation of each vehicle, whether the vehicles are provided by the Vendor or City. Having the vendor completely operate the Community Bus Program, in which instance the vendor would be providing their own buses, the City will be eligible to receive an annual pro-rated amount of \$13,295.20 per vehicle for capital allowance. The City will pass on County reimbursements to the contractor, subject to necessary invoicing and reimbursement procedures.

3. Service Provision

Contractor will be required to perform all services and to provide vehicles required for operating within City. Contractor will be expected to perform all required mechanical maintenance on vehicles, including fuel and interior/exterior cleanings. Provision of transportation services may be performed by contractor through the use of employees or third party contractors. Contractor may recommend methods of decreasing headway, increasing route, increasing ridership, connecting to public facilities, or any other methods of increasing service. Contractor shall be required to have the capability to provide backup vehicles, within half-hour of the time a service, if a vehicle is disabled while servicing the routes.

4. The preferred vehicles should be a new mid-sized shuttle with seating capacity of 20 to 30 passengers, and aesthetically suitable for a neighborhood shuttle. Vehicles shall be wheel chair accessible.

5. Frequency Of Service

Passengers shall have waiting intervals of no more than sixty (60) minutes during hours of operation. Service will be provided at a minimum level of 5 days per week for each route, with a minimum of 40 hours for each route.

6. Drivers

Drivers are required to attend and successfully complete Broward County's training program for drivers in Broward County's Community Bus Program or an approved equivalent type of program.

7. County Program

Contractor shall operate the service subject to Broward County's Community Bus Program and agree to be governed by terms of inter-local agreement between City and County.

8. ADA Compliance And Drug Free Workplace

Contractor and all vehicles are required to comply with all applicable requirements of the Americans with Disabilities Act at all times while vehicles are being used for public transportation. Contractor will be required to provide certification of a Drug Free Workplace Program; and contractor is required to comply with all applicable requirements of the US DOT regulations, including regulations for drug and alcohol testing.

9. Silence Of Specifications

The apparent silence of the foregoing specifications as to any detail, or omission from it as a detailed description, concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

Term of Contract

The initial contract period shall be three years, commencing on April 30, 2015, or upon award by the appropriate City officials.

The City reserves the right to renew this agreement for two (2) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City.

EXHIBIT B

Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. Operations shall not commence until certification or proof of insurance, detailing terms and provisions of coverage, have been received and approved by the City of Pompano Beach Risk Manager. The following insurance coverage shall be required.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance

a. Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

each

Type of Insurance 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

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

XX comprehensive form (each accident) _____

XX owned property damage _____

XX hired bodily injury and
XX non-owned property damage
combined

REAL & PERSONAL PROPERTY

comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

bodily injury and
XX umbrella form property damage
 other than umbrella combined \$1,000,000. \$1,000,000.

PROFESSIONAL LIABILITY

* 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 certification or proof of insurance required by the provisions set forth above shall be furnished to the City, within ten (10) days after notification of award of contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/20/15

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 MARSH USA INC 1060 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5336 615240---14 16 INSURED Limousines of South Florida, Inc 2766 NW 62nd Street Miami, FL 33142	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Interstate Insurance Company INSURER B: Scottsdale Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 32620 41297
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COVERAGES CERTIFICATE NUMBER: CLE-004126161 C9 REVISION NUMBER: 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		BCS9072805	02/15/2015	02/18/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		8139733-01	12/18/2014	12/18/2015	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED <input type="checkbox"/> RETENTION S					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Pompano Beach is/are included as additional insured where required by written contract with respect to general liability

CERTIFICATE HOLDER City of Pompano Beach 100 West Atlantic Blvd Pompano Beach, FL 33060	APPROVED RISK MANAGEMENT ON: 06/02/15 BY: JFM	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/17/2015

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 Eastern Insurance Group, Inc. 9570 SW 107 Avenue Suite 104 Miami FL 33176	CONTACT NAME: David M. Lopez PHONE (A/C No. Ext.): (305)595-3323 FAX (A/C No.): (305)595-7135 E-MAIL ADDRESS: amanda@easterninsurance.net
	INSURER(S) AFFORDING COVERAGE INSURER A: Bridgefield Employers Insuranc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Limousines of South Florida, Inc. 2766 NW 62 Street Miami FL 33147	PAIC #

COVERAGES CERTIFICATE NUMBER Master 15-16 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> CCOLP GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LCC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
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 <input type="checkbox"/>	N/A 830-54214	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Transportation Provider
Coverage for Limousines of South Florida Inc effective 2/23/2015

CERTIFICATE HOLDER City of Pompano Beach 100 West Atlantic Boulevard Pompano Beach, FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Lopez/AMANDA
APPROVED RISK MANAGEMENT ON: 06/02/15 BY: JMS	

REQUESTED COMMISSION ACTION:

Consent	<input checked="" type="checkbox"/>	Ordinance	<input type="checkbox"/>	Resolution	<input type="checkbox"/>	Consideration/ Discussion	<input type="checkbox"/>	Presentation
---------	-------------------------------------	-----------	--------------------------	------------	--------------------------	------------------------------	--------------------------	--------------

SHORT TITLE An Ordinance of the City Commission of the City of Pompano Beach, Florida, approving and authorizing the proper city officials to execute a first amendment to the agreement for utility bill printing and mailing services between the City of Pompano Beach and Municipal Code Corporation; Providing for severability; Providing an effective date.

(Fiscal impact: approximately \$30,000 net cost annually as budgeted.)

Summary of Purpose and Why:

City staff is recommending a First Amendment to Ordinance 2013-77 to extend the utility bill printing and mailing services agreement between the City and Municipal Code Corporation. Through City Ordinance 2013-77 in October 2013, the City implemented a utility bill printing and mailing service using an outsourced contracted vendor, Municipal Code Corporation, piggy-backing on City of Sarasota, FL contract per Bid #12-02lkd. In 2014, the City was able to implement the switch from a postcard utility billing format to outsourcing and mailing of statement bills with no added costs over processing in-house, due to savings on in-house costs, as well as other utility process changes implemented simultaneously.



1.6.3 Implement envelope billing to increase outreach and information

- (1) Origin of request for this action: Finance Department
- (2) Primary staff contact: Suzette Sibble, Finance Director Ext. 4680
- (3) Expiration of contract, if applicable: 8/2/16
- (4) Fiscal impact and source of funding: Approximately \$30,000 net cost annually as budgeted in 412-3310-533-4650 (Utility Fund)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Finance	<u>6/10/15</u>	<u>Approval</u>	<u>S. Sibble</u>
City Attorney	<u>6/11/15</u>	<u>Approved</u>	<u>[Signature]</u>
Budget	<u>6-11-15</u>		<u>[Signature]</u>
<input checked="" type="checkbox"/> City Manager	<u>[Signature]</u>		<u>[Signature]</u>

ACTION TAKEN BY COMMISSION:

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

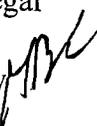


City Attorney's Communication #2015-907

April 28, 2015

TO: Suzette Sibble, Finance Director

FROM: Jill R. Mesojedec, FRP, Paralegal

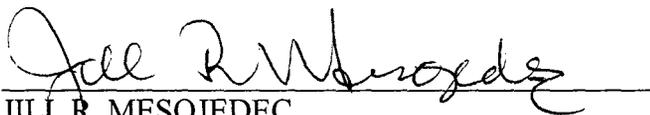
VIA: Gordon B. Linn, City Attorney 

RE: Ordinance and First Amendment to the Agreement for Utility Bill Printing and Mailing

As requested in your e-mail of April 28, 2015, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Ordinance captioned as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT FOR UTILITY BILL PRINTING AND MAILING SERVICES BETWEEN THE CITY OF POMPANO BEACH AND MUNICIPAL CODE CORPORATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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


JILL R. MESOJEDEC

/jrm
l:cor/finance/2015-907

Attachments

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT FOR UTILITY BILL PRINTING AND MAILING SERVICES BETWEEN THE CITY OF POMPANO BEACH AND MUNICIPAL CODE CORPORATION; 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 Utility Bill Printing and Mailing Services between the City of Pompano Beach and Municipal Code Corporation, 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
4/28/15
L:ord/2015-321

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated the _____ day of _____, 2015 between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

MUNICIPAL CODE CORPORATION, a Florida corporation, having its office and place of business at 1700 Capital Circle SW, Tallahassee, Florida 32310, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into an Agreement for Utility Bill Printing and Mailing Services on October 2, 2013, ("Original Agreement"), and approved by City Ordinance No. 2013-77; and

WHEREAS, the CITY has requested and CONTRACTOR has agreed to extend the Original Agreement for (1) additional one-year period, ending August 2, 2016.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONTRACTOR 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 2, 2013, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.

3. The parties hereto agree to extend the Original Agreement for one (1) additional one-year period, ending August 2, 2016.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:

MUNICIPAL CODE CORPORATION
a Florida corporation

[Signature]
Scott McGhesney
Print Name

By: [Signature]

W. ERIC GRAWT
Typed or Printed Name

[Signature]
W.C. Watkins

Title: President

[Signature]
Chase Watkins
Print Name

(SEAL)

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 10th day of June, 2015, by Eric Grawt as President of Municipal Code Corporation, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

R. Todd Gaaney
(Name of Acknowledger Typed, Printed or Stamped)

FF233656
Commission Number

GBL/jrm
4/28/15
l:agr/finance/2015-906

MEMO

May 12, 2015

TO: Suzette Sibble, Finance Director

FROM: Kyle McPhail, Utility Billing Manager

Statement Bill Supporting Points

The switch from a postcard bill to statement billing has been an overall success and improvement to customer service. Below are some of the points that have made the change more effective.

1. Significantly more room on the face of the bill to include informational messages, such as upcoming events, notice of annual water quality reports, links to web pages, and changes to department policies, etc.
2. A large pre-printed back of bill to include important phone numbers, utility billing policies, and information on payment options.
3. A detailed breakdown of the usage and charges on the bill, to include the tiered rate structure that encourages conservation.
4. A smart-code on the bill that when scanned with a smartphone will take them right to the City's website.
5. Emailed bills are in PDF format for easier viewing.
6. No in-house printing and bursting of bills, which require maintenance contracts due to frequent mechanical issues. This also freed up about 2 hours per day for the billing clerk to work on other customer focused initiatives.
7. A return envelope (except with bank draft customers), which was a constant complaint with postcard customers.
8. The returned pay stub can be scanned in Treasury for faster and more efficient input to the cash receipts system, improving a previously manual intensive input process.
9. Statement bills are much less likely to be lost in the mail or mixed with other mail.



Financial Administration

Purchasing Division

April 10, 2015

Municipal Code Corporation
1700 Capital Circle SW
Tallahassee, Florida 32310

Attn: Harold E. Grant, Vice President

Re: Bid#12-02LKD Agreement for Utility Bill Printing and Mailing Services.

Dear Mr. Grant,

The City of Sarasota presently has an agreement with your Company for Utility Bill Printing and Mailing Services. The agreement is up for renewal and the City would like to know if your company is interested in extending this agreement at the current rates for one additional extension period of August 3, 2015 through August 2, 2016. Please sign below acknowledging the wishes of your company.

If all parties agree, the City will send you Renewal Contracts for your signature.

Thank you for the good service in the past.

Sincerely,

Mary G. Tucker, CPPO, FCPM
Purchasing Manager

renew for one additional year at current rates

decline, do not wish to renew

Signature of Authorized Representative

4/9/15

Date

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 UTILITY BILL PRINTING AND MAILING SERVICES BETWEEN THE CITY OF POMPANO BEACH AND MUNICIPAL CODE CORPORATION; 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 Utility Bill Printing and Mailing Services between the City of Pompano Beach and Municipal Code Corporation, 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 10th day of September, 2013.

PASSED SECOND READING this 24th day of September, 2013.



LAMAR FISHER, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

/jrm
7/31/13
L:ord/2013-381

AGREEMENT FOR UTILITY BILL PRINTING AND MAILING SERVICES

Agreement for work in and about the City of Pompano Beach, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 for Utility Bill Printing and Mailing Services, dated October 2, 2013, by and between the City of Pompano Beach (hereinafter called CITY) and Municipal Code Corporation, a Florida corporation, (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 services upon request from the CITY as needed throughout the contract period to include all necessary services to perform utility bill printing and mailing for the City's Customer Service Division.

This agreement references the terms, conditions, prices and specifications of the agreement between the City of Sarasota and the CONTRACTOR, Contract #12-021kd for Utility Bill Printing and Mailing, 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:

"Agreement for Utility Bill Printing and Mailing Services", City of Sarasota, FL, Bid #12-021kd

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 Sarasota agreement shall apply.

The following General Conditions and Sections are modified as follows:

General Conditions, 2. Legal Requirements, 1. Incorporation, Precedence, Jurisdiction; Venue for any legal action arising out of this Agreement shall be in Broward County, Florida.

Special Conditions, 16. Insurance Required, Commercial General Liability Insurance shall be endorsed to include the City of Pompano Beach as an Additional Insured.

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:

Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

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;

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

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.

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.

2. SCOPE OF WORK GENERAL

The CONTRACTOR will perform the utility bill printing and mailing, as specified in the City of Sarasota agreement.

CONTRACTOR will perform all other required work whether implied or incidental to the proper completion of the project/work order.

3. CONTRACT DOCUMENTS

It is understood that all the terms, provisions, conditions and obligations set forth in the contract Documents of the City of Sarasota Contract #12-021kd 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. CONTRACTOR agrees that within ten (10) days of being awarded this contract, CONTRACTOR will provide insurance per the contract requirements, naming the City of Pompano Beach as a

certificate holder/additional insured in the same manner as required for the City of Sarasota.

4. CONTRACT TIME

The work under this Contract shall be commenced promptly, prosecuted with diligence, and be fully completed as specified in the City of Sarasota Contract #12-021kd for Utility Bill Printing and Mailing. The term of this agreement shall be from the date of execution through August 3, 2015, and may be extended at the sole option of the CITY by notice from the City's General Services Director to the CONTRACTOR for up to two additional one-year periods subject to renewal of the referenced City of Sarasota agreement for additional terms as provided for in their agreement.

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 and hourly rate, as detailed in the City of Sarasota agreement.

This represents the entire cost which the CITY will have to pay the CONTRACTOR for acceptable and conforming work, inclusive of all materials, supplies, costs, fees and is the maximum extent of the CITY's obligation to pay CONTRACTOR but does not constitute a limitation, of any sort, of the CONTRACTOR's obligations to perform the work in accordance with this contract.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Manes

By: [Signature]
LAMAR FISHER, MAYOR

Shelley R. Brothman

By: [Signature]
for DENNIS W. BEACH
CITY MANAGER

Attest:
[Signature]
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:
[Signature]
GORDON B. LINN
CITY ATTORNEY

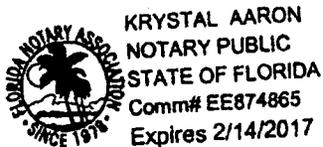
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2nd day of October, 2013 by LAMAR FISHER, as Mayor, DENNIS W. BEACH as City Manager and MARY L. CHAMBERS, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:
FLORIDA

[Signature]
NOTARY PUBLIC, STATE OF

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)



Commission Number

"CONTRACTOR":

Municipal Code Corporation

By: *J. C. Breed*
Signature

John C. Breed
Typed, Stamped or Printed Name

MCCA General Manager
Title

Witnesses:

Spencer W. Edwards
Christine Hill

STATE OF FLORIDA
COUNTY OF ~~BROWARD~~ Leon

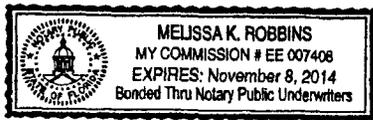
The foregoing instrument was acknowledged before me this 5th day of August, 2013 by John Breed, as MCCA General Manager of MCCA, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY'S SEAL:
FLORIDA

Melissa K. Robbins
NOTARY PUBLIC, STATE OF

Melissa K. Robbins
(Name of Acknowledger Typed, Printed or Stamped)

EE 007408
Commission Number



This proposal shall be valid for a period of one hundred and twenty (120) days from the date appearing on the signature page of this proposal unless signed and authorized by MCC and the Client.

Term of Agreement Municipal Code Corporation extends under this contract, the exact pricing, terms and conditions as provided to the City of Sarasota, RFP 12-02 LKD and Bid #12-B-013. The term of this full service contract shall be for a period of three (3) years, commencing on mutually agreeable date and ending thirty-six (36) months later. Thereafter the City of Pompano Beach, reserves the right to extend this contract for up to two (2) additional twelve (12) month periods, with written acceptance of both parties.

Submitted by:

MUNICIPAL CODE CORPORATION ADVANTAGE

a division of Municipal Code Corporation

Municode Vice President: 
Witness: 
Date: 8/5/13
Accepted by:

POMPANO BEACH, FLORIDA

By: See City Signature Page attached

Title: _____

Witness: _____

Date: _____

EXHIBIT A

City of Sarasota Agreement

AGREEMENT FOR UTILITY BILL PRINTING AND MAILING SERVICES

THIS AGREEMENT FOR UTILITY BILL PRINTING AND MAILING SERVICES, made and entered into this 3rd day of August, 2012 by and between the CITY OF SARASOTA, FLORIDA, a municipal corporation, hereinafter referred to as "CITY," and MUNICIPAL CODE CORPORATION, a Florida corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, CITY has publicly announced a Request for Proposal seeking qualified entities to perform utility billing services for CITY pursuant to Request for Proposal #12-02LKD; and

WHEREAS, CONTRACTOR has submitted a responsive proposal which has been accepted by CITY to provide CITY with said services; and

WHEREAS, the City Manager, pursuant to Sarasota City Code Section 2-5 (3) v. is authorized to administratively approve and execute this Agreement on behalf of CITY so long as the total compensation paid by CITY to CONTRACTOR during the entire term of this Agreement does not exceed \$200,000.00; and

WHEREAS, CITY and CONTRACTOR desire to enter into this Agreement for Utility Bill Printing and Mailing Services so as to set forth the terms and conditions upon which CONTRACTOR shall provide utility billing and mailing services on behalf of CITY.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Definitions: The following terms shall have the meanings herein ascribed to them:

A. *City Manager* shall mean the City Manager of the City of Sarasota, Florida, or his designee.

B. *Director* shall mean the Director of the Utility Department of the City of Sarasota, Florida, or his designee.

C. *Project* shall mean the Scope of Services to be performed by CONTRACTOR pursuant to this Agreement. The Project Scope of Services shall include all necessary services to perform utility billing and mailing for the CITY'S Utility Department. The Project Scope of Services shall include importing electronic billing on a daily basis, printing of the billing with custom CITY design, and bulk mailing of the utility billing in accordance with the technical

specifications, a copy of which is attached hereto and incorporated by reference herein as Exhibit

A. CONTRACTOR shall provide the Project Scope of Services in strict conformance with Exhibit A. CONTRACTOR shall also provide the Project Scope of Services in strict conformance with Request for Proposal No. 12-02LKD, a copy of which is on file in the Offices of the Financial Administration Purchasing Division of CITY and is deemed incorporated into this Agreement. CONTRACTOR covenants to strictly comply with all of the terms and conditions of Request for Proposal No. 12-02LKD. In the event of any conflict between the terms set forth in the main body of this Agreement, its attachments, and Request for Proposal No. 12-02LKD, the terms and conditions set forth in the main body of this Agreement shall control, followed by the terms and conditions set forth within Exhibit A, followed by the terms and conditions set forth within the Request for Proposal.

2. Scope of Services: CONTRACTOR shall diligently and timely provide all utility billing and mailing services necessary to mail CITY'S utility bills to the customers of CITY. CONTRACTOR shall provide the Project Scope of Services pursuant to a schedule approved, in advance, in writing, by the Director.

3. Payment: CITY agrees to pay CONTRACTOR for the Project Scope of Services a fee based upon the unit number of bills prepared and mailed by CONTRACTOR each month. CITY will pay CONTRACTOR \$0.105 for each utility bill printed and mailed to a CITY utility customer each month. If CITY instructs CONTRACTOR to include an insert in the utility bill, CITY shall pay CONTRACTOR an additional \$0.005 for each insert placed into a customer's utility billing. CONTRACTOR shall invoice CITY monthly based upon the above unit amounts for each CITY utility bill prepared and mailed the previous calendar month. The prices set forth in this Section 3 shall control during the entire term of this Agreement. The fees set forth in this

Section 3 shall include any and all reimbursable expenses incurred in retaining subcontractors or any other costs incurred in performing the Project Scope of Services. As required by Section 2-5 (3) v., Sarasota City Code, the parties hereby covenant that the total compensation to be paid by CITY to CONTRACTOR during the entire term of this Agreement, as may be extended, shall not exceed Two Hundred Thousand Dollars (\$200,000.00). This Agreement shall require approval by the City Commission of CITY as a condition precedent to any financial liability of CITY which exceeds Two Hundred Thousand Dollars (\$200,000.00) during the entire term of this Agreement. CITY shall pay CONTRACTOR the invoice amount within thirty (30) days of receipt of a full and complete invoice to the satisfaction of the City Manager. The amount set forth in each invoice shall be consistent with the unit cost set forth in this Section 3. No amount of compensation, unless authorized by this Section 3, shall be due and payable from CITY to CONTRACTOR.

4. Term: The term of this Agreement shall commence upon complete execution by each of the parties. The initial term of this Agreement shall be for a three-year period. CITY may renew this Agreement for up to two additional one-year periods upon the mutual agreement of the parties.

5. Termination Without Default: The City Manager shall have the right at any time upon thirty (30) days written notice to CONTRACTOR to terminate the services of CONTRACTOR hereunder for any reason whatsoever. In the event of such termination, CITY shall be responsible to CONTRACTOR only for the fees and compensation earned by CONTRACTOR prior to the effective date of said termination. In no event shall CITY be responsible for lost profits of CONTRACTOR or any other elements of a breach of contract.

6. Assignment: CONTRACTOR shall not assign, sell, or transfer any interest in this Agreement.

7. Compliance with Applicable Law: This Agreement shall be governed by the laws of the State of Florida. CONTRACTOR covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

8. Disclaimer of Joint Venture: CONTRACTOR and CITY warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between CITY and CONTRACTOR. CONTRACTOR shall be solely responsible for the conduct of all activities and services provided by CONTRACTOR as part of its business operations. While engaged in carrying out and complying with the terms of this Agreement, CONTRACTOR is an independent contractor and not an officer or employee of CITY. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are employees of CITY.

9. Right of Inspection: The City Manager shall have the right at all reasonable times during the term of this Agreement to inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed.

10. Remedies - Cumulative: All remedies hereinbefore and hereinafter conferred to CITY shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

11. Waiver: The failure of CITY to take any action with respect to any breach of any term, covenant, or condition contained herein, or any instance of default hereunder by CONTRACTOR, shall not be deemed to be a waiver of any default or breach by CITY.

12. Entire Agreement: This Agreement, including Request for Proposal No. 12-02LKD on file at the office of General Services of CITY shall constitute the entire agreement between the parties. All amendments to this Agreement shall be ineffective unless reduced to writing as a formal amendment to this Agreement and executed by CITY and CONTRACTOR.

13. Attorney's Fees: Should it be necessary for either party to bring any action against the other to enforce any of the covenants, provisions, or conditions of this Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including reasonable attorney's fees to the attorney representing prevailing party, and said obligation shall apply to declaratory relief, if necessary, to interpret any of the terms hereof.

14. Public Entity Crimes: Prior to entering into this Agreement, CONTRACTOR shall file a sworn statement with the Purchasing Manager of CITY, as required by §287.133, Florida Statutes (2011).

15. Notices: Notices and other correspondence required by this Agreement shall be sent by certified mail, return receipt requested, to the respective parties at the following addresses:

City of Sarasota
Attention: City Manager
1565 First Street
Sarasota, Florida 34236

Municipal Code Corporation
Attn: Harold E. Grant, Vice President
1700 Capital Circle SW
Tallahassee, Florida 32310

IN WITNESS WHEREOF this Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this 3rd day of August, 2012 by the City of Sarasota, Florida.

DATED this 1st day of AUGUST, 2012 by Municipal Code Corporation.

CITY OF SARASOTA, FLORIDA

By: [Signature]
Terry Lewis, Acting City Manager

Witnesses as to execution on behalf of the City of Sarasota, Florida

[Signature]
Witness

Darlene Mayes
Print Name

[Signature]
Witness

Diane Taylor
Print Name

MUNICIPAL CODE CORPORATION

By: [Signature]
Harold E. Grant, Vice President

Witnesses as to execution on behalf of Municipal Code Corporation

[Signature]
Witness

R. Todd GAINSY
Print Name

[Signature]
Witness

J Scott Molentburg
Print Name

STATE OF FLORIDA)
)SS.
COUNTY OF Leon)

THE FOREGOING INSTRUMENT was acknowledged before me this 25th day of July, 2012, by Harold E. Grant, as Vice President of Municipal Code Corporation, who is personally known to me or has produced _____ as identification.



Melissa K. Robbins
Notary Public

Print Name: Melissa K. Robbins

Tammy's files/Agreements/K-O/municipal code/7/19/12

REQUESTED COMMISSION ACTION:

Consent
 Ordinance
 Resolution
 Consideration/ Discussion
 Presentation

SHORT TITLE

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, PROVIDING FOR IMPOSITION OF A MORATORIUM ON ISSUANCE OF DEVELOPMENT ORDERS AND PERMITS AND ON THE PROCESSING OF APPLICATIONS RELATING TO HEALTH CARE USES, CHECK CASHING STORES, CONVENIENCE STORES, LIQUOR OR PACKAGE STORES, PAWN SHOPS, THRIFT SHOPS AND DORMITORIES WITHIN THE CITY; PROVIDING FOR VESTED RIGHTS; APPEALS; AND EXHAUSTION OF ADMINISTRATIVE REMEDIES; PROVIDING FOR A SIX MONTH TERM TO BE EXTENDED IF NECESSARY BY THE CITY COMMISSION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

At the June 9, 2015 City Commission hearing, Staff was directed to prepare a temporary moratorium for uses that have been identified as needing analysis of definitions, development and use specific standards, and distance separation requirements. The direction was for a 6-month moratorium. The moratorium is intended to allow sufficient time to study the provision of these uses for city residents and to create a long term strategy to ensure adequate access to such services is provided; to study the provision and location of these uses does not result in an over-concentration of these uses that will result in the blighting or downgrading of the surrounding neighborhood; and to study the provision of these uses to ensure that there is a balance between the existing residential uses and the projected demand for and location of these uses. Additionally, the moratorium is intended to allow sufficient time to study the provision of these uses and to determine the impact of these uses on the redevelopment planning efforts included in the Purpose of the Atlantic Boulevard Overlay District (AOD) and the Downtown Pompano Beach Overlay District (DPOD).

- (1) Origin of request for this action: Development Services Dept.
- (2) Primary staff contact: Robin M. Bird/ Karen Friedman KBF Ext. 7792
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	6/11/15	Approval	<i>[Signature]</i>
City Attorney	6/12/15		<i>[Signature]</i>
X City Manager	<i>[Signature]</i>		<i>[Signature]</i>

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

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, PROVIDING FOR IMPOSITION OF A MORATORIUM ON ISSUANCE OF DEVELOPMENT ORDERS AND PERMITS AND ON THE PROCESSING OF APPLICATIONS RELATING TO HEALTH CARE USES, CHECK CASHING STORES, CONVENIENCE STORES, LIQUOR OR PACKAGE STORES, PAWN SHOPS , THRIFT SHOPS AND DORMITORIES WITHIN THE CITY; PROVIDING FOR VESTED RIGHTS; APPEALS; AND EXHAUSTION OF ADMINISTRATIVE REMEDIES; PROVIDING FOR A SIX (6) MONTH TERM TO BE EXTENDED IF NECESSARY BY THE CITY COMMISSION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission and the City’s Planning and Zoning Board, the Local Planning Agency, have previously undertaken the necessary studies and adopted a Comprehensive Plan to guide and control growth in the City; and,

WHEREAS, the goals, objectives and policies contained within the City’s adopted Comprehensive Plan require that the City:

- i. Annually review and periodically update adopted land development regulations and established procedures that encourage the elimination or reduction of uses inconsistent with the City's character and Future Land Use Plan. (Future Land Use Element - Objective Inconsistent Land Uses - 01.03.00)
- ii. Support and promote hotels, motels and other tourist accommodations in designated residential, commercial and commercial recreation land use designations. (Future Land Use Element – Policy - 01.03.10)
- iii. Encourage the adoption of innovative land development regulations. Adopt new land use designations for Residential, Mixed Use, Transportation Oriented Districts, Transportation

Oriented Corridors and amend the land development regulations, including the creation of new zoning districts for these land use designations. (Future Land Use Element - Objective New Land Use Regulations - 01.07.00)

- iv. Continually review and amend new land use designations for Residential, Mixed Use and Transportation Oriented Districts. (Future Land Use Element - Policy - 01.07.02)
- v. Through ongoing updates to the land development regulations revise prohibited and permitted uses in the commercial, industrial and non-residential zoning districts. (Future Land Use Element - Policy - 01.07.07)
- vi. Follow the recommendation of the Community Redevelopment Plans in all Land Use Plan amendments and rezonings. (Future Land Use Element – Community Redevelopment - 01.08.01)
- vii. Redevelopment activities in the Community Redevelopment Areas shall be guided by their respective Community Redevelopment Plans, adopted pursuant to Chapter 163, Part III, Florida Statutes. (Future Land Use Element - Policy - 01.11.03)
- viii. 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. (Future Land Use Element - Objective Urban Infill Criteria - 01.12.00);

and,

WHEREAS, the City of Pompano Beach contains two (2) Community Redevelopment Areas: the West Pompano Beach District CRA, also known as the NW CRA, a 3,000 acre area established in 1989, and the East Pompano Beach District CRA, a 158 acre area, that was established in 2001; and

WHEREAS, the NW CRA and the EAST CRA areas were established for the purpose of removing existing slum and blight conditions and provide economic benefits to the City's residents; and

WHEREAS, the East CRA area encompasses the majority of lands contained within the Atlantic Boulevard Overlay District (AOD) and the NW CRA area encompasses the Transit Oriented – Downtown Pompano Beach Overlay District (DPOD); and

WHEREAS, the City adopted land development regulations for the AOD and the DPOD; and

WHEREAS, the projects and programs of the City’s Community Redevelopment Agency in the East CRA and in the NW CRA are designed to solve underlying problems that have a blighting influence on the redevelopment areas as further expressed in East CRA Redevelopment Plan and in the NW CRA Redevelopment Plan; and

WHEREAS, the AOD encompasses the Atlantic Boulevard Corridor which was included in a 2008 Urban Land Institute Technical Advisory Panel wherein the ULI recommended medium density, mixed-use development on Atlantic Boulevard; lower-scale development between the medium density and single family; creating great public spaces that exemplify and promote pedestrian activity; maintaining a small town feel and encouraging smaller scale (not big box) uses; and

WHEREAS, the AOD was also the subject of the City’s Beach Master Plan which was approved in September 2008, which included measures for the restoration of the dune system along the public beach; streetscape improvements and realignment for Pompano Beach Boulevard; streetscape improvements for the east end of Atlantic Boulevard; a mixed use project and parking garage with 500 parking spaces; a new Fire Station, Library and upgrades to North Riverside Drive Park; and

WHEREAS, the City’s Community Redevelopment Agency adopted an East Financing and Implementation Plan, which sets forth financial resources required and necessary for the

CRA to attain its redevelopment goals in the East CRA, which includes the majority of the AOD area; and

WHEREAS, the City’s Community Redevelopment Agency adopted a Northwest Financing and Implementation Plan, which sets forth financial resources required and necessary for the CRA to attain its redevelopment goals in the NW CRA; and

WHEREAS, in its adopted Comprehensive Plan, the City identified “Major Issue No. 5: City Sense of Place” wherein the City expressed that there is a unique opportunity for the City to capitalize on its key transportation corridors, its major attractions and the Northwest and East Redevelopment CRA’s to improve on its sense of place; and

WHEREAS, the City also adopted a Strategic Plan for the City of Pompano, wherein the City adopted the following strategies in support of the CRA redevelopment plans:

- i. 2.0 Tourism: Make the City more attractive to residents, visitors and tourists and expand visitor and tourism markets.
- ii. 5.0 Corridor Redevelopment: Enhance Corridor Redevelopment
 - 5.1 Begin implementation of corridor studies and plans for Federal Highway, Atlantic Boulevard and Dixie Highway
 - 5.2 Promote Class A office space development on Atlantic Boulevard near I-95 and along the Dixie corridor
 - 5.3 Support and facilitate development of an education corridor along MLK
 - 5.4 Improve overall aesthetic appearances
- iii. 6.0 CRA Redevelopment: Enhance CRA area redevelopment
 - 6.1 Expand CRA incentive programs

WHEREAS, the City has contracted with The Renaissance Planning Group to prepare corridor studies for Atlantic Boulevard, Dixie Highway and Federal Highway to identify

elements crucial to economic development and redevelopment along these major city transportation corridors; and

WHEREAS, the Zoning Code of the City of Pompano Beach, is designed to promote health, and general welfare, and to promote adequate light and air, and to prevent the overcrowding of land, and to avoid the undue concentration of population, and to facilitate adequate transportation, water, sewage treatment, schools, parks and other public requirements; and

WHEREAS, the process of growth and change within the City requires the continuing analysis of living and working conditions; and

WHEREAS, the health, safety and welfare of the citizens of Pompano Beach are proper and necessary for the consideration of the City Commission; and

WHEREAS, the continual flux of patterns in the urban community requires intensive restudy of areas of the community; and

WHEREAS, the changing patterns often cause existing zoning districts to become outdated, inequitable, unbalanced and inappropriate as applied; and

WHEREAS, it is in the public interest to make a determination as to whether existing zoning uses throughout the city are appropriate where it appears that changing patterns have cast doubt on their propriety; and

WHEREAS, it is in the public interest to review the Zoning Code so as to ensure that the City's citywide economic redevelopment efforts are not frustrated due to a proliferation of incompatible uses; and

WHEREAS, it is in the public interest to protect the substantial financial investment the City has made throughout the city in recent years to promote economic redevelopment; and

WHEREAS, the moratorium is intended to allow sufficient time to study the provision of these uses throughout the city for the citizens of Pompano Beach and to create a long term strategy to ensure adequate access to such services is provided; and

WHEREAS, the moratorium is intended to allow sufficient time to study the provision and location of these uses throughout the city in a manner that does not result in an over-concentration of these uses that will further result in the blighting or downgrading of the surrounding neighborhood; and

WHEREAS, the moratorium is intended to allow sufficient time to study the provision of these uses throughout the city to ensure that there is a balance between the existing residential uses and the projected demand for and location of these uses; and

WHEREAS, the moratorium is also intended to allow sufficient time to study the provision of these uses within the AOD and the DPOD, East CRA, NW CRA, corridors connecting the CRA areas and the corridors being studied by The Renaissance Planning Group and to determine the impact of these uses on the economic redevelopment efforts included in the City's Comprehensive Plan, the City's Community Redevelopment Plans, the CRA East Financing and Implementation Plan, the CRA NW Financing and Implementation Plan, the City's Beach Master Plan, and the City's Strategic Plan; and

WHEREAS, while the study conducted by The Renaissance Planning Group will address the City's major transportation corridors, additional studies are needed to address the impact of permitted and prohibited uses throughout the City; and

WHEREAS, the City desires to ensure, while necessary studies are presently underway for the formulation and implementation of remedial measures referenced herein, that additional Applications, Orders and Permits, as specified in the City's Code of Ordinances ("CODE") listed

below not be processed or issued in the City within the scope of the moratorium which is described herein:

Health Care Uses (Code Sec. 155.4209), Check Cashing Store (Code Sec. 155.4221.C), Convenience Store (Code Sec. 155.4222.F), Liquor or Package Store (Code Sec. 155.4222.K), Pawn Shop (Code Sec. 155.4222.L), Thrift Shop (Code Sec. 155.4222.M) and Dormitory (Code Sec. 155.4303.II);

and

WHEREAS, in accordance with Florida Statutes, Section 166.041 (3)(c)2, advertisement in accordance with said statute have been published in a newspaper of general paid circulation in the City of Pompano beach and of general interest and readership in the community, notifying the public of two public hearings on this proposed Ordinance; and

WHEREAS, two public hearings 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. Moratorium Imposed; Applicability.

A. During the time that this Ordinance is in effect as specified herein, there shall be a citywide moratorium upon the acceptance of applications and the issuance of Development Orders and Permits, as defined in Section 163.3164, Florida Statutes, (collectively “Development Orders”) approving Health Care Uses (Code Sec. 155.4209), Check Cashing Store (Code Sec. 155.4221.C), Convenience Store (Code Sec. 155.4222.F), Liquor or Package Store (Code Sec. 155.4222.K), Pawn Shop (Code Sec. 155.4222.L), Thrift Shop (Code Sec. 155.4222.M) and Dormitory (Code Sec. 155.4303.II).

SECTION 2. Vested Rights.

A. Nothing in this Ordinance shall be construed or applied to abrogate the vested right of a property owner to complete development where the property owner demonstrates each of the following:

1. A governmental act of development approval obtained prior to the effective date of this Ordinance; and
2. Upon which the owner has detrimentally relied, in good faith, by making such a substantial change in position or incurring such extensive obligations and expenses; and
3. That it would be highly inequitable to deny the property owner the right to complete development.

B. Except as provided by paragraph (C) below, any property owner claiming to have vested rights under this Section must file an application with the City Manager for a vested rights determination within thirty (30) days after the effective date of this Ordinance. The application shall be accompanied by a fee of \$1,500.00 and contain a sworn statement as to the basis upon which the vested rights are asserted, together with documentation required by the City Manager and other documentary evidence supporting the claim. The City Manager shall review the application and, based upon the evidence submitted, shall make a determination as to whether the property owner has established vested rights. The City Manager's decision shall be subject to appeal by the applicant for vested rights determination or by a third party claiming to be adversely affected by the City Manager's decision, provided that the third party can demonstrate a legally recognizable interest which is or will be affected by the decision and that such interest, which while it may be shared in common generally with other members of the community, is definite and exceeds in degree the general interest in the community good shared by all persons. Such appeals may be made to the City Commission by notice of appeal filed with the City

Manager within ten (10) days after the City Manager's written decision. In the event of a timely appeal, the City Commission shall hold a public hearing on appeal and, based upon the evidence submitted, shall make a determination as to whether or not the property owner has established vested rights. To the extent that a property owner demonstrates vested rights, the moratorium shall not be applied to that owner.

C. Any property owner establishing vested rights under this Section shall not be subject to this moratorium and shall be authorized to apply for Orders, and Permits in accordance with a Vested Rights Determination Agreement to be executed by the City and the property owner. A copy of the Vested Rights Determination Agreement shall be filed with the City Clerk, accompanied by a letter which references this paragraph (C) within Forty-five (45) days after the effective date of the City Commission's determination under this Section.

SECTION 3. Appeals. Appeals from final decision by the City Commission under Section 2 of this Ordinance shall be by the filing of a Petition for Certiorari in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County in accordance with the Florida Rules of Appellate Procedure for the review of the quasi-judicial rulings of municipalities.

SECTION 4. Exhaustion of Administrative Remedies. No property owner claiming that this Ordinance as applied constitutes or would constitute a temporary or permanent taking of private property or an abrogation of vested rights may pursue such claim unless he or she has first exhausted all administrative remedies provided for in Section 2.

SECTION 5. Term. The moratorium imposed by this Ordinance is temporary and, unless dissolved earlier by the City, shall automatically dissolve in six (6) months from the effective date of this Ordinance unless otherwise extended in accordance with applicable law.

The moratorium may be reasonably extended, if, necessary, by Ordinance of the City Commission.

SECTION 6. Conflicts. All Sections or parts of Sections of the Code of Ordinances, all Ordinances or parts of Ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

SECTION 7. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 8. Effective Date. 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/tal/ds:jrm
6/16/2015
l:ord/2015-367a

Meeting Date: June 23, 2015

Agenda Item 21

REQUESTED COMMISSION ACTION:

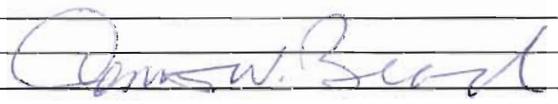
Consent Ordinance Resolution Consideration/Discussion Presentation

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 FOUR PARCELS OF REAL PROPERTY LYING WEST OF NW 27TH AVENUE AND BETWEEN NW 6TH STREET AND NW 6TH COURT AND COMMONLY REFERRED TO AS 607 NW 27TH AVENUE, POMPANO BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Summary: The City of Pompano Beach declares the property at 607 NW 27th Avenue a surplus property 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 there are no improvements located on the above-described land. The parcel was acquired by the City in 2006, at that time there was a 2-story apartment building on site; however, there were several Code and building violations on the property and the apartment building was demolished in 2007. Since 2007, the site was restored with sod and remained vacant. If approved, the bid opening for public sale will be held on July 14, 2015. The property is located with the NW CRA, thus prior to transfer notice must be given as per Florida State Statute Chapter 163.380.

- (1) Origin of request for this action: City Manager's Office
- (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	5/29/2015	Approval	
City Attorney	6/12/15	Prepared Resolution	CAC: #2015-1026 
<input type="checkbox"/> Advisory Board			
<input checked="" type="checkbox"/> 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 #2015-1026
June 3, 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. 15-280, received in our office on June 1, 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 FOUR PARCELS OF REAL PROPERTY LYING WEST OF NW 27TH AVENUE AND BETWEEN NW 6TH STREET AND NW 6TH COURT AND COMMONLY REFERRED TO AS 607 NW 27TH 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

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 FOUR PARCELS OF REAL PROPERTY LYING WEST OF NW 27TH AVENUE AND BETWEEN NW 6TH STREET AND NW 6TH COURT AND COMMONLY REFERRED TO AS 607 NW 27TH 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, certain parcels of land lying west of NW 27th Avenue and between NW 6th Street and NW 6th Court and commonly referred to as 607 NW 27th 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. That there are no improvements located upon the above-described land.
- B. Said land has not been used by the City for any purpose since it was acquired by the city by Quit Claim Deed on November 7, 2006.

C. Said land has not been put to any public use since acquired 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 28, 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/ds
6/3/15
l:reso/2015-360

Attachment "A"

Property information and Property Appraiser parcel information

CITY OF POMPANO BEACH PLAT MAP



<u>2700</u>	<u>2750</u>	<u>2740</u>	<u>2730</u>	<u>2720</u>	<u>2710</u>	<u>2704</u>	
696	695	694	693	692	691	690	689
						688	609
681	682	683	684	685	686	687	
<u>2711</u>	<u>2751</u>	<u>2741</u>	<u>2731</u>	<u>2721</u>		<u>2701</u>	

Subject Site

<u>2720</u>	<u>2810</u>	<u>2800</u>	<u>2770</u>	<u>2760</u>	<u>2760</u>		
674	673	672	671	670	669	668	
						667	
						666	
659	660	661	662	663	664	665	
<u>2753</u>	<u>2745</u>	<u>2737</u>	<u>2729</u>	<u>2721</u>			

50'

<u>2750</u>	<u>2744</u>	<u>2738</u>	<u>2732</u>	<u>2726</u>	<u>2710</u>		646
652	651	650	649	648	647		645
							816
809	810	811	812	813	814	815	817
<u>2749</u>		<u>2741</u>	<u>2733</u>	<u>2725</u>	<u>2719</u>	<u>2711</u>	501

50'

<u>2756</u>	<u>2744</u>	<u>2738</u>	<u>2732</u>	<u>2726</u>			818
826	825	824	823	822	821	820	819
							892
885	886	887	888	889	890	891	893
<u>2749</u>		<u>2737</u>	<u>2741</u>		<u>2719</u>	<u>2713</u>	451

50'

<u>2750</u>		<u>2738</u>	<u>2732</u>	<u>2726</u>	<u>2724</u>	<u>2714</u>	894
-------------	--	-------------	-------------	-------------	-------------	-------------	-----

<u>2690</u>	<u>2650</u>	<u>2644</u>	<u>2638</u>	<u>2632</u>	<u>2626</u>	<u>2620</u>	
101	642	641	640	639	638	637	
100	625	626	627	628	629	630	
<u>2661</u>	<u>2691</u>	<u>2649</u>	<u>2643</u>	<u>2637</u>	<u>2631</u>	<u>2625</u>	<u>2619</u>

50' N.W.

<u>2694</u>	<u>2690</u>	<u>2640</u>	<u>2630</u>	<u>2636</u>	<u>2610</u>	<u>2626</u>	<u>2620</u>
99	620	619	618	617	616	615	
602							
601	603	604	605	606	607	608	
	<u>2649</u>	<u>2643</u>	<u>2637</u>	<u>2631</u>	<u>2625</u>	<u>2619</u>	

50' N.W.

600	<u>2650</u>	<u>2644</u>	<u>2638</u>	<u>2632</u>	<u>2626</u>	<u>2620</u>	
599	598	597	596	595	594	593	
516							
515	517	518	519	520	1	2	3
	<u>2681</u>	<u>2671</u>	<u>2661</u>	<u>2651</u>	<u>2621</u>		<u>2601</u>

50' N.W.

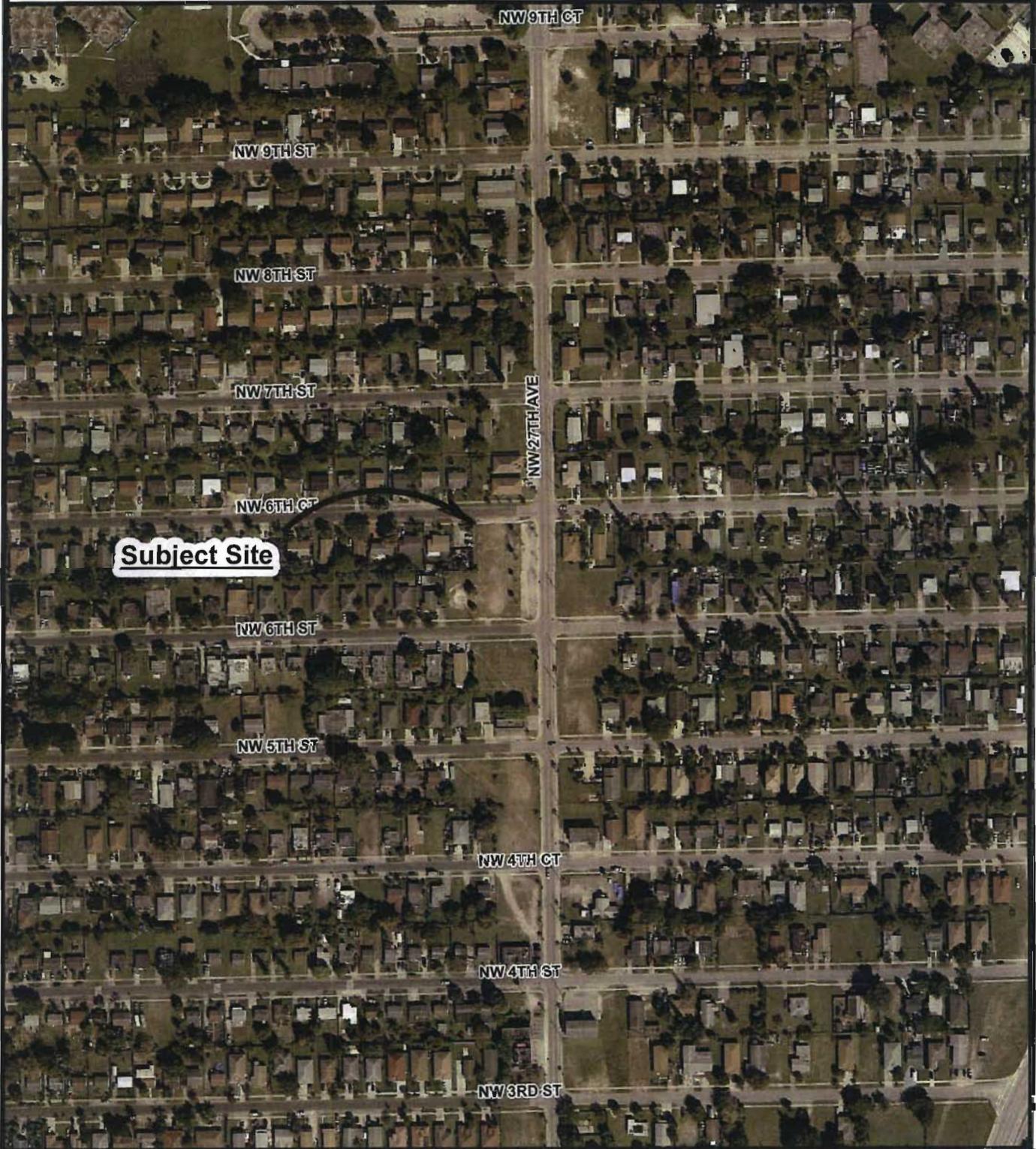
<u>2660</u>	<u>2650</u>	<u>2640</u>	<u>2630</u>	<u>2620</u>	<u>2610</u>	<u>2600</u>	<u>2598</u>
514	513	512	511	510	509	508	506
514-A							
491							
490	492	493	494	495	496	497	498
	<u>2671</u>	<u>2555</u>	<u>2549</u>	<u>2543</u>	<u>2537</u>	<u>2531</u>	<u>2525</u>

50' N.W.

<u>2670</u>	<u>2556</u>	<u>2550</u>	<u>2546</u>	<u>2536</u>	<u>2532</u>	<u>2580</u>	
489							

NTS		PREPARED BY: DEPARTMENT OF DEVELOPMENT SERVICES
-----	--	---

CITY OF POMPANO BEACH AERIAL MAP



1 in = 300 ft

6/8/2015

Kee,Dan

\\GIS\SDBSVR\larcgisserv\directories\larcgis\Planning\All_Maps\IP&Z_Packets\2015\PlatMap_NW27Av.mxd

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

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 July 28, 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, hereinafter the "Property".

The property will be conveyed "as is" by the City subject to a thirty (30) year restriction upon the property as follows:

1. The property shall be occupied solely by persons who meet the following definition of affordable housing: affordable to persons or families earning one hundred twenty (120%) percent or less of average median income for Pompano Beach as determined by the U.S. Department of Housing and Urban Development and who will be required to pay no more than thirty (30%) percent of their income for housing costs based on verifiable income at the time of purchase or initial date of a binding lease agreement.

2. Only single-family homes may be constructed upon the Property and no more than four (4) in number.

Sealed written bids will be received until 4:00 p.m., July 24, 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 28, 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

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. The property will be conveyed “as is” by the City subject to a thirty (30) year restriction upon the property as follows:

1. The property shall be occupied solely by persons who meet the following definition of affordable housing: affordable to persons or families earning one hundred twenty (120%) percent or less of average median income for Pompano Beach as determined by the U.S. Department of Housing and Urban Development and who will be required to pay no more than thirty (30%) percent of their income for housing costs based on verifiable income at the time of purchase or initial date of a binding lease agreement.

2. Only single-family homes may be constructed upon the Property and no more than four (4) in number.

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 object 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. The time for closing shall be extended as may be required to afford the City a reasonable opportunity to cure any defects in title

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 24, 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 that date 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/ds
6/11/15
l:surplus/2015-962

Meeting Date:

Agenda Item

June 23, 2015

22

REQUESTED COMMISSION ACTION:

Consent

Ordinance

Resolution

Consideration/
Discussion

Presentation

SHORT TITLE

**A RESOLUTION APPOINTING MARK E. BERMAN AS CITY
ATTORNEY AND ESTABLISHING A SALARY TO BE PAID;
PROVIDING AN EFFECTIVE DATE.**

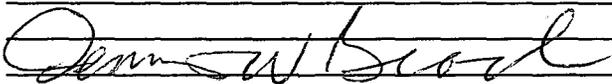
Summary of Purpose and Why:

Appointing Mark E. Berman as the new City Attorney effective August 21, 2015.

- (1) Origin of request for this action: City Commission
- (2) Primary staff contact: Gordon B. Linn, City Attorney Ext. 4614
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	6/2/15		See City Attorney's Comm. #2015-1060 

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 #2015-1060

June 2, 2015

TO: Dennis W. Beach, City Manager
FROM: Gordon B. Linn, City Attorney
RE: Resolution Appointing City Attorney

Attached please find the following captioned Resolution addressing the above-referenced matter:

**A RESOLUTION APPOINTING MARK E. BERMAN AS
CITY ATTORNEY AND ESTABLISHING A SALARY TO
BE PAID; PROVIDING AN EFFECTIVE DATE.**

Please place this matter on the June 23, 2015 City Commission Agenda. I have attached a Commission Agenda Cover Sheet for your convenience.

Should you have any questions regarding this matter, please feel free to contact me.



GORDON B. LINN

GBL/jrm
l:cor/manager/2015-1060

Attachments

RESOLUTION NO. 2015-_____

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

**A RESOLUTION APPOINTING MARK E. BERMAN AS
CITY ATTORNEY AND ESTABLISHING A SALARY TO
BE PAID; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, a vacancy will exist for a City Attorney for the City of Pompano Beach;
and

WHEREAS, the City Commission has determined that Mark E. Berman is well qualified
for the position; now, therefore,

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

SECTION 1. That effective August 21, 2015, Mark E. Berman shall be appointed as
full-time City Attorney for the City of Pompano Beach at an annual salary of \$_____.

SECTION 2. Upon the effective date hereof the said Mark E. Berman shall be credited
with twenty (20) days of vacation leave. Thereafter, beginning with the thirteenth month of
employment as City Attorney, he shall accrue and have credited to his personal account vacation
leave at the rate of twenty (20) days per year, with maximum accrual to be as provided for
classified City employee in Chapter 34 of the Code of Ordinances. Upon termination by either
the City or the City Attorney, the City shall compensate the City Attorney for all accrued
vacation time.

SECTION 3. In the event that the said Mark E. Berman is terminated as City Attorney
by the City Commission during the term of his employment and during such time as he is willing

and able to perform the duties of City Attorney, he shall be paid severance pay in the amount of three (3) months' salary.

SECTION 4. The City Attorney shall participate in the Elected Officials and Appointees plan established by Section 34.0264 of the City of Pompano Beach Code of Ordinances and all prior service with the City shall be credited to said plan.

SECTION 5. Except as otherwise provided herein, the said City Attorney shall be entitled to all employee benefits which are provided to regular classified employees of the City.

SECTION 6. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/jrm
6/15/15
l:reso/2015-345



City Attorney's Communication #2015-1048A

June 15, 2015

TO: Mayor and City Commission
FROM: Gordon B. Linn, City Attorney
RE: Appointment of City Attorney

In accordance with the desires of the City Commission, I have prepared a Resolution appointing Mark Berman as the new City Attorney. A copy of the Resolution is attached for your review.

The Resolution requires that the City Commission insert certain information in the proposed Resolution. First, in Section 1 of the proposed Resolution the annual salary of Mr. Berman should be set. Michael Smith, the Human Resources Director, has prepared a memorandum dated June 2, 2015, a copy of which is attached, which will assist you in making that decision.

Should you have any questions regarding this matter please feel free to contact me.



GORDON B. LINN

GBL/jrm
l:cor/comsn/2015-1048

Attachments

cc: Dennis W. Beach, City Manager



HUMAN RESOURCES

Michael Smith, Human Resources Director

E: michael.smith@copbfl.com | P: 954.786.4626 | F: 954.786.5553

DATE: June 2, 2015

TO: Gordon Linn, City Attorney

FROM: Michael W. Smith, Human Resources Director

SUBJECT: City Attorney Salaries and Benefits

Recently you requested that Human Resources provide you with information regarding prevailing salaries for City Attorney's.

I have provided the attached document which provides comparative salary information for City Attorney's in the Broward and Palm Beach market. The average range for this position is \$119,813- \$170,039 with an average midpoint of \$142,508. The average actual salary is \$163,653. The average for the Broward cities is \$ 228,735

The position of City Attorney currently has no pay plan which is the same situation as two other charter officers- City Manager and City Clerk. The salary is set by the City Commission. The incumbent City Attorney salary is currently \$179,576.28

Mr. Berman currently occupies the position of Senior Assistant City Attorney with a current salary of \$137,321.86

I have provided a matrix for potential salary increases for the promotion below.

<u>PERCENTAGE INCREASE</u>	<u>SALARY</u>
20%	\$164,786.23
25%	\$171,652.32
30%	\$178,518.41
35%	\$185,384.51

The City Attorney currently enjoys all benefits provided to other management employees. The current Attorney and Mr. Berman currently are receiving longevity steps.

The only change for benefit purposes will be he will now be a member of Elected and Appointed Officials for retirement. As such, pursuant to Chapter 34.0264 **he will no longer contribute 10% to the Pension plan and the City will assume that contribution on her behalf.** He is already vested so the five year vesting provision is immaterial.

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING GORDON B. LINN TO THE POSITION OF CITY ATTORNEY OF THE CITY OF POMPANO BEACH; PROVIDING FOR SALARY AND BENEFITS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to appoint a new City Attorney to assume the duties of the position; and

WHEREAS, it has been established to the satisfaction to the City Commission that Gordon B. Linn is well qualified for the position; now, therefore,

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

SECTION 1: That Gordon B. Linn is hereby appointed full-time City Attorney for the City of Pompano Beach at a salary of \$75,000.00 per annum.

SECTION 2: Upon the effective date hereof the said Gordon B. Linn shall be credited with twenty (20) days of vacation leave. Thereafter, beginning with the thirteenth month of employment as City Attorney, he shall accrue and have credited to his personal account vacation leave at the rate of twenty (20) days per year, with maximum accrual to be as provided for classified City employee in Chapter 34 of the Code of Ordinances. Upon termination by either the City or the City Attorney, the City shall compensate the City Attorney for all accrued vacation time.

SECTION 3: Except as otherwise provided herein, the City Attorney shall be entitled to all employee benefits which are provided to regular classified employees of the City.

SECTION 4: The City Attorney shall continue to participate, pursuant to Resolution No. 91-181, in the deferred compensation plan heretofore established by the City of Pompano Beach with the International City Management Association Retirement Corporation.

SECTION 5: In the event that the said Gordon B. Linn is terminated as City Attorney by the City Commission during the term of his employment and during such time as he is willing and able to perform the duties of City Attorney, he shall be paid severance pay in the amount of three (3) months' salary.

SECTION 6: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 25th day of July, 1995.



EMMA LOU OLSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

Meeting Date: June 23, 2015

Agenda Item

23

REQUESTED COMMISSION ACTION:

Consent

Ordinance

X Resolution

Consideration/
Discussion

Presentation

SHORT TITLE APPOINTMENT TO THE EMERGENCY MEDICAL SERVICES ADVISORY BOARD

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE EMERGENCY MEDICAL SERVICES ADVISORY BOARD OF THE CITY OF POMPANO BEACH AS ALTERNATE 2, FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JULY 1, 2018; PROVIDING AN EFFECTIVE DATE.

APPLICANTS: Michelle Rhouhac – (Incumbent/Alternate 2) - District 2
Predrag P. Jovanov – District 3
Emma Ellington – District 4



Accomplishing this item supports achieving Initiative 5.2.1. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

This is a Commission's appointment.

The EMS Advisory Board membership is as follows: Frank Desiderio (District 5), Dr. Matthew H. Cheshire (District 3), Latoya T. Almnord, (District 4), Michelle Rhouhac (District 2/Alternate 2), Woodrow J. Poitier (District 4), Michael Miller (District 1), Harry Diamond (District 1/Alternate 1), Daniel Horak (District 3).

- (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

6/11/15

Approve

Asceletha Hammond
Woodrow J. Poitier

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance
1st Reading

Resolution
1st Reading

Consideration
Results:

Workshop
Results:

2nd Reading



**Pompano Beach
Fire Rescue**

FIRE ADMINISTRATION

To: Asceleta Hammond, City Clerk
From: Robin Burns, EMS Advisory Board Secretary
Date: 6/11/15
Re: EMS Advisory Board Attendance for Michelle Rhoulac

Listed below is the attendance at the EMS Advisory Board Meetings for Michelle Rhoulac from July 2012 to Present.

2012	2 meetings 1 Present 1 Excused
2013	6 Meetings 3 Present 2 Excused 1 Absent
2014	6 Meetings 3 Present 2 Excused 1 Absent
2015	2 Meetings 1 Present 1 Excused

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE EMERGENCY MEDICAL SERVICES ADVISORY BOARD OF THE CITY OF POMPANO BEACH AS ALTERNATE 2, FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JULY 1, 2018; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Emergency Medical Services Advisory Board of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Emergency Medical Services Advisory Board as Alternate 2, for a term of three (3) years; said term to expire on July 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

ADVISORY BOARD / COMMITTEE

Handwritten: 4/1/15

City

Clerk's Office

Phone: 954-786-4611 Fax: 954-786-4095

Post Office Drawer 1300, Pompano Beach, FL 33061

www.mypompanobeach.org

Mr. ___ Mrs. ___ Ms. X Miss ___ Name MICHELLE RHOULHAC
(Optional)

Residence Information:

Home Address: 3021 NE 1ST AVE

City/State/Zip: POMPANO BEACH, FLORIDA 33064

Home Phone: 954-592-8492

Cell ___ Phone: ___

Email: NOTHINGBUTBIZ@YAHOO.COM

Fax: 954-941-1321

Business Information:

Employer/Business Name: BROWARD COUNTY SCHOOL BOARD

Current Position / Occupation: SUBSTITUTE TEACHER

Business Address: 7720 W OAKLAND PARK BLVD

City/State/Zip: SUNRISE FLORIDA

Business Phone: ___ Fax: ___ Email: ___

Are you a U.S. Citizen? Yes X No ___

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

Do you own real property in Pompano Beach? Yes X No ___

Are you a registered voter? Yes X No ___

Have you ever been convicted of a felony? Yes ___ No X

Current or prior service on governmental boards and/or committees: COMMUNITY APPREARANCE

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 checked="" type="checkbox"/>	Education	<input checked="" type="checkbox"/>	*Planning & Zoning/Local Planning Agency
<input type="checkbox"/>	Architectural Appearance	<input checked="" type="checkbox"/>	Emergency Medical Services	<input checked="" type="checkbox"/>	*Police & Firefighter's Retirement System
<input type="checkbox"/>	Budget Review	<input checked="" type="checkbox"/>	*Employee's Board of Appeals	<input checked="" type="checkbox"/>	Pompano Beach Economic Development Council

In addition a Resume may be attached

Education: Florida A & M University and Broward College

Experience: Tax Advisor, Paralegal Certificate, Substitute Teacher and Cosmetologist

Past Positions: Community Appearance Board

Hobbies: Reading, traveling and sporting events

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

Signature: Michelle Roulhae

Date: 11/24/10

Initials of Clerk or Deputy: MS
11/29/10

Date received or confirmed:

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

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



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

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. X Mrs. ___ Ms. ___ Miss ___ Name: PREDRAG PATRICK JOVANOVIĆ
(Optional)

Residence Information:

Home Address: 411 N.E. 18th AVENUE
City/State/Zip: POMPANO BEACH FL 33060
Home Phone: 954.785.6100 Cell Phone: 954.240.8334
Email: FLPATRICK@YAHOO.COM Fax: _____

Business Information:

Employer/Business Name: FLORIDA ATLANTIC UNIV. OFFICE OF EXECUTIVE PROG.
Current Position / Occupation: STUDENT - PROJECT MANAGEMENT
Business Address: 777 GUIDES ROAD, BLDG. 93, SUITE 201
City/State/Zip: BOCA RATON FL 33431
Business Phone: 954.297.2179 Fax: _____ Email: _____
FAU EXECUTIVE PROGRAMS.COM

Are you a U.S. Citizen? Yes X No ___

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

Do you own real property in Pompano Beach? Yes X No ___ COMM. REX HARBIN

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: POMPANO F.D. CERT

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

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

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

In addition a Resume may be attached

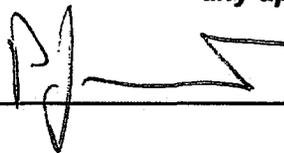
Education: POMPANO BEACH SR. HIGH SCHOOL 1977
FLORIDA ATLANTIC UNIV. BBA 1982
FLORIDA INTL. UNIV. GRAD. COURSES 1983

Experience: MANAGEMENT, AUTOMOTIVE, CONSTRUCTION,
TOURISM,

Past Positions: _____

Hobbies: INTERESTS: CHILDRENS SPORTS, CHILDRENS ISSUES,
POMPANO F.D. CERT, ECONOMIC DEVELOPMENT

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

Signature: 

Date: 26 JAN 2011

Initials of Clerk or Deputy: _____

Date received or confirmed: _____

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

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



*No Report
1000 hrs*

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

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

Fax No.: (954) 786-4095

Phone No.: (954) 786-4611

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

NAME OF BOARD/COMMITTEE: Community Development

NAME OF APPLICANT: Emma Ellington

RESIDENCY ADDRESS: 137 NW 15th St

ZIP CODE: 33060 **HOME PHONE NO.:** 954 781 8537

MAILING ADDRESS: 137 NW 15th St

CITY/STATE/ZIP CODE: Pompano B. Fla 33060

ARE YOU A CITY RESIDENT? YES: NO:

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

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

ARE YOU A REGISTERED VOTER? YES: NO:

BUSINESS OR OCCUPATION: Retired Nurse And Educator

BUSINESS ADDRESS: Property owner
137 NW 15th St

CITY/STATE: Pompano B. Florida

ZIP CODE: 33060 **BUSINESS PHONE NO.** 954 781 8537

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

IF YES, PLEASE LIST NAME: _____

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

IF YES, PLEASE LIST NAME:

Zoning
Budget

Fire Rescue (EMS)

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

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

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

EDUCATION: High School Diploma, Licensed Nurse,
Land Lord, Case manager, Degree in Education

EXPERIENCE: Working Working to the Elderly Section
Homeless,

CURRENT POSITION: (Retired) Consultant for
the Homeless

PAST POSITIONS: teacher, Counselor, Nurse, Case manager

HOBBIES: sewing, dancing, Lecturing

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

[Signature]
SIGNATURE OF APPLICANT

1/24/04
DATE OF APPLICATION

[Initials]
INITIALS OF CLERK OR DEPUTY

1/24/04
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
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 33, "BOARDS AND COMMISSIONS", OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 33.036, "MEMBERS", TO PROVIDE FOR AN ADDITIONAL MEMBER OF THE EMERGENCY MEDICAL SERVICES ADVISORY BOARD AND ESTABLISHING A TERM OF OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission established the Emergency Medical Services Advisory Board consisting of five (5) members; and

WHEREAS, the City Commission now wishes to add an additional member to the Emergency Medical Services Advisory Board and establish a term of office for member; and

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

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

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

SECTION 1. That Section 33.036 "Members", of Chapter 33, "Boards and Commissions", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 33.036 MEMBERS.

(A) The membership of the Emergency Medical Services Advisory Board shall consist of men or women who are residents of the city, and shall consist of five six (6) members serving without pay, and shall serve for a term of three (3) years except the sixth member appointed after the effective date of this ordinance may be initially appointed for a shorter term. Two of the members should be persons who are or have been licensed to practice medicine in one of the United States, and one member should be a person who is or has been admitted to the practice of law in one of the United States, if persons having such qualifications are available to serve. Any vacancies in such Board shall be filled by the City Commission, and where such vacancy occurs otherwise then by expiration of the term, the appointment filling such vacancy shall be for the unexpired term. Members of the Board shall be subject to removal for cause by the City Commission after a hearing before the City Commission.

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

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

SECTION 4. This Ordinance shall become effective upon passage.

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

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



JOHN C. RAYSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBU/jrm
12/14/04
I:ord/ch33/2005-94

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 33, "BOARDS AND COMMISSIONS" OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 33.036, "MEMBERS", TO PROVIDE FOR ALTERNATE MEMBERS OF THE EMERGENCY MEDICAL SERVICES ADVISORY BOARD; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission established the Emergency Medical Services Advisory Board without the provision for alternate members; and

WHEREAS, the City Commission now wishes to add alternate membership to the Emergency Medical Services Advisory Board; and

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

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

SECTION 1: That Section 33.036, "Members", of Chapter 33, "Boards and Commissions", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 33.121 MEMBERS.

(A) The membership of the Emergency Medical Services Advisory Board shall consist of men or women who are residents of the City of Pompano Beach, and shall consist of five members serving without pay. Two of the members should be persons who are or have been licensed to practice medicine in one of the United States, and one member should be a person who is or has been admitted to the practice of law in one of the United States, if persons having such qualifications are available to serve. Any vacancies in such Board shall be filled by the City Commission, and where such vacancy occurs otherwise than by expiration of the term, the appointment filling such

vacancy shall be for the unexpired term. members of the Board shall be subject to removal for cause by the City Commission after a hearing before the City Commission.

(B) Terms of the first members shall be as follows. One member shall serve one year; two members shall serve two years; two members shall serve three years; and all future appointments shall be three-year terms. Members shall be appointed by the City Commission.

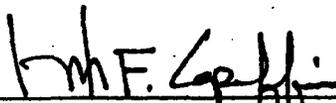
(C) The City Commission shall appoint two (2) alternate members of the Emergency Medical Services Advisory Board, who are residents of the City and licensed to practice medicine in the United States or admitted to practice law in the United States, if persons having such qualifications are available to serve, to be designated as Alternate 1 and Alternate 2. Each alternate shall be appointed for a term of three (3) years, said terms to run concurrently. Alternate members shall be subject to removal for cause by the City Commission. Alternate member vacancies shall be filled for the unexpired term of the member. Should a temporary absence or disqualification of any member of the Emergency Medical Services Advisory Board occur, the Chairman of the Board shall have the right and authority to designate one of the alternate members to serve as a substitute member during the continuance of such absence or disqualification. The Chairman shall rotate such assignments between the alternate members to the extent that availability of alternate members allows.

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

SECTION 3: This Ordinance shall become effective upon passage.

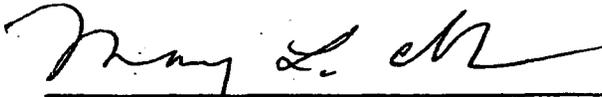
PASSED FIRST READING this 8TH day of MAY, 2001.

PASSED SECOND READING this 22ND day of MAY, 2001.



WILLIAM F. GRIFFIN, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
3/16/01
I:ord/ch33/2001-221

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 16 OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH; AMENDING THE TITLE OF SAID CHAPTER 16 TO READ: "FIRE AND RESCUE"; ADDING ARTICLE III. CREATING AN EMERGENCY MEDICAL SERVICES ADVISORY BOARD; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, fourteen (14) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the Commission Meeting Room of the City of Pompano Beach, Florida; and,

WHEREAS, a public hearing before the City Commission was held, pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were in fact heard; now, therefore,

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

SECTION 1: That the title of Chapter 16 of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

"Chapter 16

FIRE AND RESCUE"

SECTION 2: Chapter 16 of the Code of Ordinances of the City of Pompano Beach is hereby amended by the addition of a new Article III, said Article to read as follows:

"ARTICLE III. Emergency Medical Services Advisory Board.

Section 16.24. Established.

Pursuant to the provisions of Section 234 of the Charter of the City of Pompano Beach, Florida, there is hereby established an Emergency Medical Services Advisory Board.

Section 16.25. Membership; vacancies.

The membership of this Board shall consist of men or women who are residents of the City of Pompano Beach, and shall consist of five members serving without pay. Two of the members should be

persons who are or have been licensed to practice medicine in one of the United States, and one member should be a person who is or has been admitted to the practice of law in one of the United States, if persons having such qualifications are available to serve. Any vacancies in such Board shall be filled by the City Commission, and where such vacancy occurs otherwise than by expiration of the term, the appointment filling such vacancy shall be for the unexpired term. Members of the Board shall be subject to removal for cause by the City Commission after a hearing before the City Commission.

Section 16.26. Term.

Terms of the first members shall be as follows:

One (1) member to serve one (1) year; Two (2) members to serve two (2) years; Two (2) members to serve three (3) years; all future appointments to be three (3) year terms. Members shall be appointed by the City Commission.

Section 16.27. Powers and duties.

(a) The Emergency Medical Services Advisory Board shall advise the City Commission in all matters pertaining to the providing of emergency medical services within the City of Pompano Beach. For purposes of this Article, emergency medical services is defined as emergency diagnostic and treatment services rendered to any ill or injured person at the scene of the onset of illness or injury. Said services are rendered by paramedical personnel who perform such services at the direction of a medical practitioner at a remote location who is kept apprised of the condition of the ill or injured person by voice radio communication and telemetered physiological data.

(b) The members of the Board shall meet and organize by electing from the membership a chairman. The Board may adopt rules and regulations for the conduct of its meetings, including the methods of calling a meeting. The Board shall keep minutes of its meetings, copies of such minutes to be provided to the City Commission. The Board shall make an annual report to the City

Commission, and shall make such other reports as may from time to time be requested by the City Commission or desired to be submitted by said Board."

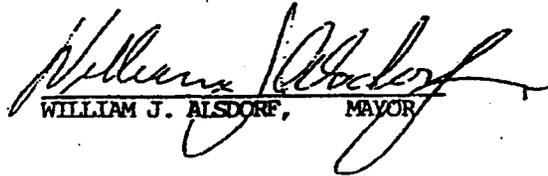
SECTION 3: If any section or provision of this ordinance shall be held invalid, such holding shall not affect or invalidate any other section or provision which is not of itself invalid.

SECTION 4: All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

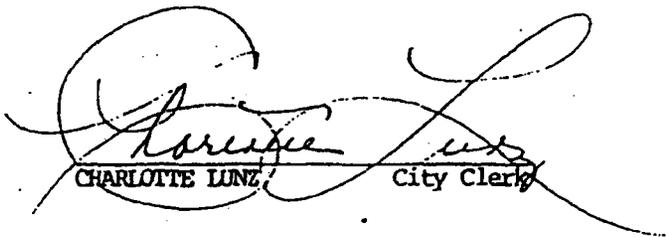
SECTION 5: This Ordinance shall become effective upon passage.

PASSED FIRST READING this 14 day of October, 1975.

PASSED SECOND READING this 21 day of October, 1975.


WILLIAM J. ALSDORF, MAYOR

ATTEST:


CHARLOTTE LUNZ, City Clerk

Emergency Medical Services Advisory Board MEMBERS

Name	Address	District	Phone	Appointed	Expires	Reso No.
Frank Desiderio (Chair) City Commission At Large	806 Cypress Grove Lane # 509 (33069) FDFL99@msn.com	5	954-979-6985 954-489-3188 (O)	3/11/2014	3/22/2017	2014-176
Matthew H. Cheshire (Vice Chair) City Commission At Large	737 N.E. 7th Street (33060) 4 N.E. 4th Avenue ragtime737@juno.com	3 3	954-942-1816 954-943-1044 (O)	2/10/2015	12/16/2018	2015-179
Michael Miller City Commission At Large	2725 S.E. 6th Street (33062) (H) millerappraisal@aol.com	1	954-783-5663 954-785-0606 (O)	12/11/2012	12/12/2015	2013-105
Latoya T. Almonord City Commission At Large	501 N.W. 17th Avenue (33069)	4	954-394-3473	11/12/2013	12/12/2016	2014-70
Woodrow J. Poitier City Commission At Large	901 N.W. 4th Avenue(33060) wpoitier@poitierfuneralhome.com	4	954-464-5160 C 954-943-7282 H	5/26/2015	5/26/2018	2015-306
Daniel Horak City Commission At Large	224 NE 16th Ave., (33060) d_horak@bellsouth.net	3	954-914-6204	5/26/2015	5/26/2028	2015-307
(1) Harry Diamond City Commission At Large	3313 S.E. 3rd Street, (33062) applebarnharry@gmail.com	1	802-688-3909 c 954-545-5141 h	6/11/2013	7/1/2016	2013-285
(2) Michelle Rhoulhac City Commission At Large	3021 N.E. 1st Avenue, (33064) nothingbutbiz@yahoo.com	2	954-592-9492 h	7/24/2012	7/1/2015	2012-339
Robin Burns Recording Secretary	Fire Administration Bldg. 120 SW 3rd Street		954-786-4338			*Wells term

Meets: Third Thursday of every odd month @ 7:00pm in the Fire Administration Bldg.
Established: City Ordinance No. 76-3

Meeting Date: June 23, 2015

Agenda Item 24

REQUESTED COMMISSION ACTION:

Consent _____ Ordinance _____ **X Resolution** _____ Consideration/
Discussion _____ Presentation _____

SHORT TITLE APPOINTMENT TO THE SAND AND SPURS ADVISORY BOARD

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE SAND AND SPURS ADVISORY BOARD OF THE CITY OF POMPANO BEACH FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JUNE 26, 2018; PROVIDING AN EFFECTIVE DATE.

APPLICANTS: Thomas D. Dennis – **(Incumbent)** – District 1
Mary Ann Barker – District 1
Carrie Gill – District 3



Accomplishing this item supports achieving *Initiative 5.2.1*. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

This is a Commission's appointment.

The Board's membership is as follows: **Jerry K. Bowman, Sr.** (District 3), **Marcia L. Kehl** (District 3), **Sharon Tamayo** (District 3), **Liz Adams** (District 2), **Sharon Fornes** (District 5/Alt. #1), **Thomas D. Dennis** (District 1), **Barbara Beeson** (District 1) and **Connie Tidwell** (District 3/Alt. #2).

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

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Clerk's Office	6/11/15	Approve	<u>Ascelea Hammond</u>
X City Manager <u>[Signature]</u>	_____	_____	<u>James W. Seard</u>

ACTION TAKEN BY COMMISSION:

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



Memorandum

TO: Asceleta Hammond, City Clerk
FROM: Shari D. Loochkartt, Secretary II
SUBJECT: Sand and Spurs Attendance Record for Thomas D. Dennis
January 2012 to Present
DATE: June 11, 2015

<u>NAME</u>	<u>Meetings Attended</u>	<u>Meeting Held</u>
Thomas D. Dennis	18	19

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 SAND AND SPURS ADVISORY BOARD OF THE CITY OF POMPANO BEACH FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON JUNE 26, 2018; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Sand and Spurs Advisory Board of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Sand and Spurs Advisory Board for the term of three (3) years; said term to expire on June 26, 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

5/11/12 Full Application

CITY OF POMPANO BEACH, FLORIDA BOARD/COMMITTEE APPLICATION

City Clerk's Office

Post Office Drawer 1300

Pompano Beach, Florida 33061

Phone No. (954) 786-4611

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

NAME OF BOARD/COMMITTEE: SAND AND SPURS

NAME OF APPLICANT: THOMAS D. DENNIS

RESIDENCY ADDRESS: 947 SE 9 AVE POMPANO BEACH

ZIP CODE: 33060 HOME PHONE NO.: 954 781 6926

MAILING ADDRESS: 947 SE 9 AVE POMPANO BEACH

CITY/STATE/ZIP CODE: POMPANO BEACH

ARE YOU A CITY RESIDENT? YES: X NO:

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

ok
m

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

ARE YOU A REGISTERED VOTER? YES: X NO:

BUSINESS OR OCCUPATION: OPTOMETRIST

BUSINESS ADDRESS: 1541 E ATLANTIC BLVD

CITY/STATE: POMPANO BEACH / FLA

ZIP CODE: 33060 BUSINESS PHONE NO. 954 942 1313

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

IF YES, PLEASE LIST NAME:

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

IF YES, PLEASE LIST NAME:

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

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

SAND AND SPURS

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

EDUCATION: B.S. DEGREE AND DOCTOR OF OPTOMETRY

EXPERIENCE: 15+ YEAR ON SAND AND SPURS ADVISORY BOARD
PAST STALL OWNER AT SAND AND SPURS

CURRENT POSITION: VICE CHAIRMAN ADVISORY BOARD

PAST POSITIONS: _____

HOBBIES: FISHING, BIRDING

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

Thomas D Dennis
SIGNATURE OF APPLICANT

6/28/00
DATE OF APPLICATION

AD
INITIALS OF CLERK OR DEPUTY

6/10/09
DATE RECEIVED OR CONFIRMED

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

THIS SECTION MUST BE COMPLETED BY THE ADVISORY BOARD SECRETARY ONLY

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



CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. ___ Mrs. ___ Ms. ___ Miss X Name: Mary Ann Barker
(Optional)

Residence Information:

Home Address: 3208 Dow St
City/State/Zip: Pompano Beh, Florida 33062
Home Phone: 954-941-6393 Cell Phone: 954-240-1568
Email: mabarker12@att.net Fax: N/A

Business Information:

Employer/Business Name: Semi-Retired
Current Position / Occupation:
Business Address:
City/State/Zip:
Business Phone: Fax: Email:

Are you a U.S. Citizen? Yes X No
Are you a resident of Pompano Beach? Yes X No Reside in District: 1X 2 3 4 5
Do you own real property in Pompano Beach? Yes No X
Are you a registered voter? Yes X No
Have you ever been convicted of a felony? Yes No X
Current or prior service on governmental boards and/or committees: N/A

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: NOVA Southeastern MBA Business Admin
2003 ; BARRY University B.A. Professional
Studies 1996

Experience: Rent's at Sand + Spurs for the last 4 years.
Owned horse for the past 8 years.

Past Positions: Retired 31 years from AT&T in 2012.
Manager Outside Plant Engineering

Hobbies: Equine Sports

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

Signature: Mary Ann Barker

Date: 10/24/13

Initials of Clerk or Deputy: AM

Date received or confirmed: 10/25/13

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: CARRIE GILL
(Optional)

Residence Information:

Home Address: 900 N.E. 11th Ave
City/State/Zip: Pompano Beach, Florida 33060
Home Phone: N/A Cell Phone: (954) 812-1645
Email: Psycharedneck1@yahoo.com Fax: N/A

Business Information:

Employer/Business Name: U-HAUL
Current Position / Occupation: OFFICE CLERK
Business Address: 1220 SW. 8th ST.
City/State/Zip: Pompano Bch. Florida 33069
Business Phone: 1-800-290-4590 Fax: (954) 783-8500 Email: CARRIE.GILL@U-HAUL.COM

Are you a U.S. Citizen? Yes No ___
Are you a resident of Pompano Beach? Yes No ___ Reside in District: 1 ___ 3 5 ___
Do you own real property in Pompano Beach? Yes ___ No OK
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 type="checkbox"/> Education	<input type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input type="checkbox"/> *Police & Firefighter's Retirement System
<input type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input type="checkbox"/> Employee's Health Insurance	<input type="checkbox"/> Recycling & Solid Waste
<input type="checkbox"/> Community Appearance	<input checked="" 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: Allen A Rogers Ele - Deerfield Middle - Pompano High - U-HAUL
University

Experience: Knowledge in Grounds Keeping (14 years on Golf Course)
Knowledge in Farm Operations (Life Experiences)
Business Exp. (Current Job)

Past Positions: Carpenter - Housewife - Mechanic - Machine Operator
Grounds Keeper - Office Clerk - Business Manager.

Hobbies: COOKING - CRAFTS - DOGS - HORSES

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

Signature: Carrie Gill

Date: 10-1-10

Initials of Clerk or Deputy: MJ

Date received or confirmed: 11-3-10

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

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

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 33, "BOARDS AND COMMISSIONS", OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 33.100, "COMPOSITION", TO PROVIDE FOR AN ADDITIONAL MEMBER OF THE SAND AND SPURS ADVISORY BOARD AND ESTABLISHING A TERM OF OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission established the Sand and Spurs Advisory Board consisting of five (5) members; and

WHEREAS, the City Commission now wishes to add an additional member to the Sand and Spurs Advisory Board and establish a term of office for member; and

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

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

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

SECTION 1. That Section 33.100 "Composition", of Chapter 33, "Boards and Commissions", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 33.100 COMPOSITION.

~~In accordance with the terms of Section 234 of the Charter,~~ There shall be an Advisory Board known as the Sand and Spurs Advisory Board composed of ~~five~~ six (6) persons who serve for a term of three (3) years, except the sixth member appointed after the effective date of this ordinance may be initially appointed for a shorter term. The Public Works Administrator or his designee shall meet with the Board as its advisory with no vote.

...

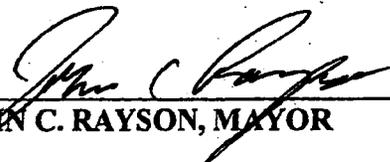
SECTION 2. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions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

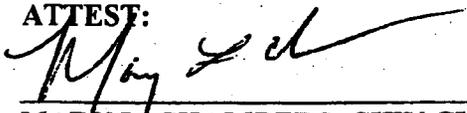
PASSED FIRST READING this 11th day of January, 2005.

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



JOHN C. RAYSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
12/16/04
l:ord/ch33/2005-87

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 33, "BOARDS AND COMMISSIONS", OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 33.100, "COMPOSITION", TO PROVIDE FOR ALTERNATE MEMBERS OF THE SAND AND SPURS ADVISORY BOARD; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission established the Sand and Spurs Advisory Board without the provision for alternate members; and

WHEREAS, the City Commission now wishes to add alternate membership to the Sand and Spurs Advisory Board; and

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

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

SECTION 1: That Section 33.100 "Composition", of Chapter 33, "Boards and Commissions", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 33.100 COMPOSITION.

In accordance with the terms of Section 234 of the Charter, there shall be an Advisory Board known as the Sand and Spurs Advisory Board composed of five persons. The Public Works Administrator or his designee shall meet with the Board as its advisory with no vote.

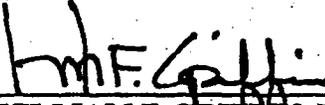
The City Commission shall appoint two (2) alternate members of the Sand and Spurs Advisory Board, who are residents of the City, to be designated as Alternate 1 and Alternate 2. Each alternate shall be appointed for a term of three (3) years, said terms to run concurrently. Alternate members shall be subject to removal for cause by the City Commission. Alternate member vacancies shall be filled for the unexpired term of the member. Should a temporary absence or disqualification of any member of the Sand and Spurs Advisory Board occur, the Chairman of the Board shall have the right and authority to designate one of the alternate members to serve as a substitute member during the continuance of such absence or disqualification. The Chairman shall rotate such assignments between the alternate members to the extent that availability of alternate members allows.

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

SECTION 3: This Ordinance shall become effective upon passage.

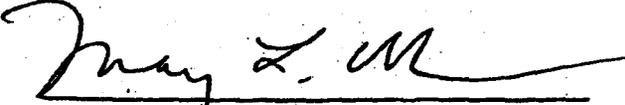
PASSED FIRST READING this 8TH day of MAY, 2001.

PASSED SECOND READING this 22ND day of MAY, 2001.



WILLIAM F. GRIFFIN, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 33 OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH BY THE ADDITION OF ARTICLE VI THEREIN, "SAND AND SPURS STABLES"; PROVIDING FOR THE CREATION AND ESTABLISHMENT OF THE SAND AND SPURS STABLES; PROVIDING FOR THE RULES AND REGULATIONS AND TERMS OF ITS OPERATION AND STALL FEES; PROVIDING FOR SAND AND SPURS ADVISORY BOARD; AMENDING CHAPTER 2 BY REPEALING ARTICLE VI, SAND AND SPURS ADVISORY BOARD; AND AMENDING SECTION 33.15 BY REPEALING SUBSECTION E, SAND AND SPURS STABLES FEES; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, fourteen (14) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the Commission Meeting Room of the City of Pompano Beach, Florida; and

WHEREAS, a public hearing before the City Commission was held, pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were in fact heard; now, therefore

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

SECTION 1: That Chapter 33 of the Code of Ordinances of the City of Pompano Beach is hereby amended by the addition of an Article VI entitled "Sand and Spurs Stables" to read as follows:

"ARTICLE VI - SAND AND SPURS STABLES

Section 33.40. There is hereby established the Sand and Spurs Stables of the City of Pompano Beach located at 1600 Northeast 5th Avenue, Pompano Beach, Florida, more particularly described on Exhibit A attached hereto.

Section 33.41. Hours of operation.

The hours of operation of the Sand and Spurs Stables shall be from 6:00 A. M. to thirty minutes after sunset daily.

Section 33.42. Purpose.

The purpose of Sand and Spurs Stables is to provide grounds for the care, housing, exercising and use of riding horses.

Section 33.43. Riding Stable Attendant.

The Riding Stable Attendant shall be the representative of the City of Pompano Beach at Sand and Spurs Stables and charged with enforcement of all rules and regulations of Sand and Spurs Stables and maintaining order.

Section 33.44. Stalls.

The City Manager shall establish a stall and traffic flow arrangement for the Sand and Spurs Stables with stall spaces in dimensions of 24 feet of frontage and 24 feet of depth.

Section 33.45. Permits for use of stalls.

A permit for the use of stall space at Sand and Spurs Stables may be obtained by submitting an application for same to the Department of Recreation and Parks on a form provided by said department.

The aforementioned permit shall be granted subject to the following limitations and provisions:

(1) The applicant may erect, place or alter a stall or stalls for the quartering of horses upon the designated space provided the stall is constructed or altered in accordance with plans and specifications to be submitted to and approved in writing by the City Recreation Director.

(2) The City may terminate all rights after giving thirty (30) days' written notice, which notice shall be sent by certified or registered mail to the applicant's address on the application. Applicant shall have such thirty (30) day period within which to sell to another Applicant approved by the City any stall or stalls owned by him. At the expiration of such thirty (30) day period, any stall or stalls remaining unsold shall become the sole and exclusive property of the City of Pompano Beach together with all fixtures and appurtenances thereto.

(3) Under no circumstances may any stall or stalls or other building be removed or dismantled, or other exterior alterations made except for routine maintenance without following the steps as outlined in number (1) above.

(4) The land upon which the Sand and Spurs Stables is situated is part of the Pompano Beach Airpark, and the manner in which airpark land may be utilized by the City is subject to regulation by the Federal Aviation Administration. Should any order, regulation or decree of said Federal Aviation Administration necessitate the abandonment of the Sand and Spurs Stables by the City, the City shall be under no obligation to reimburse stall users for any stall or stalls owned by them or for any other loss occasioned by such abandonment.

(5) Applicant may use the recreation area and facilities at Sand and Spurs Park including riding range, trails, water and lights. All persons shall keep the area clean and free of debris of all kinds whatsoever.

(6) Applicant shall take out and maintain at all times throughout his occupancy of stall space, such comprehensive general liability insurance with a combined single limit of \$300,000.00, as shall protect him and any person authorized by him to use the facilities of Sand and Spurs Stables from claims for damages for personal injury, including accidental death, as well as from claims for property damage, including damage to his horse. No application shall be approved until Applicant has provided a certificate of such insurance satisfactory to the City Insurance Manager. Such certificate shall specify that the insurance provided thereunder shall not be cancelled without at least thirty (30) days' notice to the City of Pompano Beach and name the City of Pompano Beach as an additional insured.

(7) Upon Applicant's failure to pay all fees when due, the City may take and hold all property of the Applicant upon the premises and the value of any such property may be applied toward any monies owing the City.

(8) The rights and privileges and duties of the Applicant are non-transferrable.

Section 33.46. Application.

Persons desiring to use stall space at the Sand and Spurs Stables shall be required to file an application with the City of Pompano Beach, which application shall provide for the approval by the City Manager

and the Recreation Director, and for space assignment as approved by the Recreation Director.

Said application shall be accompanied by a statement to the effect that the applicant has received a copy of the rules and regulations governing the Sand and Spurs Stables. Said application shall also have attached thereto proof of ownership of the horse.

Section 33.47. Stall Fees.

1. City owned stall

- | | |
|-----------------|--------------------|
| a. Resident | \$ 15.00 per month |
| b. Non-Resident | \$ 45.00 per month |

2. Stall owned by user

- | | |
|-----------------|--------------------|
| a. Resident | \$ 8.00 per month |
| b. Non-Resident | \$ 24.00 per month |

3. Fees are payable quarterly in advance on or before the 10th day of the quarter.

Section 33.48. Rules and Regulations.

(1) Any and all horse owners must present a health certificate not more than thirty (30) days old issued by a licensed veterinarian showing the horse to be in reasonably good health and free from any communicable disease prior to admission on the grounds of Sand and Spurs Stables. Such health certificate shall include a blood test analysis showing a negative result. A second such certificate is required 120 days after admission to protect against any disease incubation period. Each year on the anniversary date of a horse's admission the owner must present a new health certificate.

The Recreation Director may order the removal of a horse from the premises of Sand and Spurs Stables if the horse is sick.

Should any horse be removed from the grounds due to illness, its re-admission to the grounds shall be subject to the same health requirements hereinabove given. Similar certificates of health may also be required from time to time when in the opinion of the Recreation Director it is necessary to protect persons or animals using Sand and Spurs Stables.

(2) In the event any horse that is stabled at Sand and Spurs Stables receives a positive test for a contagious disease, the other horses stabled at Sand and Spurs may be required to submit results of medical tests upon the request of the City Manager and also a second health test after the incubation period for the specific disease has expired.

(3) Stall users shall be responsible for the removal of all waste matter from the stall enclosures and for the placement of all bottles, trash and similar refuse in trash cans.

(4) The motor vehicle speed limit in the area of the stables shall be 5 miles per hour.

(5) There shall be no smoking west of the main road in the stable area and no obscene language anywhere on the premises. No alcoholic beverages shall be permitted on the grounds of Sand and Spurs Stables.

(6) Tack rooms must be kept clean at all times and are subject to inspection by the Recreation Department.

(7) No person shall be permitted to rent horses, and no riding lessons may be given at Sand and Spurs Stables.

(8) Only standard riding equipment will be allowed to be used at Sand and Spurs Stables. Riding equipment that is inhumane, unsafe or detrimental to the health and welfare of the horse or rider will not be permitted.

(9) Horses must have halter and halter shank on before being led from a stall. No grazing is permitted on the grounds. No fast riding of horses is permitted except on an approved course designated by the Riding Stable Attendant. Loose horses will be permitted only in rings designated by the Riding Stable Attendant and must be attended at all times.

(10) Horses may not be removed from the Sand and Spurs Stables premises except by the owner or by written permission of the owner.

(11) No bareback or double riding will be permitted except in rings and under supervision of the Recreation Department. No horse may be tied or allowed to stand along the rail inside the ring at any time.

(12) a. Individual horse owners at Sand and Spurs Stables may use the show ring for riding and practice purposes under the general supervision of the Riding Stable Attendant.

b. Use of the show ring may also be used for organized shows by recognized groups of horseowners subject to conditions as specified by the City Commission for any particular show.

(13) Mistreatment of horses will not be permitted.

(14) Any person who does not possess a Sand and Spurs Stables permit shall not be permitted to bring a horse or horses into the Stable area or to use the trails, riding rings or any of the facilities. This provision, however, shall not apply to persons who are official entrants in horse shows scheduled at Sand and Spurs by the Recreation Department.

(15) A space will be assigned by the Riding Stable Attendant for storage of jumps. The owner of the jumps will be fully responsible for the storing of same after their use in order to keep the ring clear. The jumps and time of use will be under the control of the Riding Stable Attendant. Prior to the use of any jumps by persons under the age of 18 years, written permission must be obtained from a parent or guardian allowing such person to use the jumps, assuming full responsibility for the safety of such person and for any injury which may result to him or her by the use of such jumps. No jumping will be permitted unless the Riding Stable Attendant is on duty.

(16) Should any permit holder neglect to maintain his stall in good repair, the Recreation Department may notify such person of the repairs necessary and upon failure of said person to make such repairs within ten (10) days, the Recreation Department may proceed to make such repairs and bill said person therefor; or, in the alternative, the Recreation Department may terminate the permit as provided herein.

(17) Destruction or abuse of, or vandalism to either private or public property shall be cause for suspension of a permit.

(18) Only one (1) horse may be stabled in a stall area. Foals over six (6) months old must have their own stall.

(19) Stallions shall not be permitted to be stabled at Sand and Spurs Stables.

(20) A copy of these Rules and Regulations shall be signed by each stall user and in the case of a minor a copy shall be signed by a parent or guardian and the minor and shall be displayed at all times in all tack rooms. A copy shall also be displayed on the bulletin board in the pavilion.

(21) No person shall ride a horse in such a way that is dangerous to the horse, the rider, or others.

(22) Failure to comply with these Rules and Regulations shall be cause for expulsion and termination of the relationship between a stall user and the City of Pompano Beach.

(23) Penalties for violation of these Rules and Regulations shall be as follows:

(a) Any person violating any ordinance or the rules and regulations of the Sand and Spurs Stables as adopted by the City Commission shall receive a written warning citation from the Riding Stable Attendant.

(b) Any person receiving 2 written warning citations on the same day shall have his riding privileges terminated for the duration of that day.

(c) Any person who shall receive 3 written warning citations within one 12 month period shall have their riding privileges suspended for one week.

(d) Any additional violations within one 12 month period shall be an additional one week suspension.

(e) Any person accumulating 10 written warning citations within a 12 month period shall have his or her permit terminated.

(f) Any person receiving citations under this section may appeal said citation to the City Commission if said appeal is submitted in writing to the City Manager within 3 business days of receipt of citation. The City Commission may void the citation if they find it wrongfully issued.

Section 33.49. The City Manager or his delegated subordinate shall have the authority to settle any controversies among persons at

the Sand and Spurs Stables and his decision in such matters shall be final and binding on all parties.

Section 33.50. It shall be unlawful for any person to obstruct or hinder the officials of the City of Pompano Beach in the performance of their duties of inspecting or administering the Sand and Spurs Stables or carrying out any of the duties necessary to the proper operation of the Sand and Spurs Stables.

Section 33.51. Any person violating any provisions of this Chapter shall be guilty of a misdemeanor and upon conviction thereof, shall be fined a sum of not more than \$500.00.

Section 33.52. Sand and Spurs Advisory Board.

In accordance with the terms of Section 234 of the City Charter, there shall be an advisory board known as the Sand and Spurs Advisory Board composed of five persons. The Recreation Director shall meet with the Board as its advisor with no vote.

Section 33.53. Duties of Advisory Board.

The Sand and Spurs Advisory Board shall have the following duties:

- (1) Initiate, make and recommend to the City Commission a master plan for the physical development of the Sand and Spurs Stables and to recommend proposed changes in such plan from time to time.
- (2) Promote public interest in and understanding of the Sand and Spurs Stables.
- (3) Keep a public record of its findings and recommendations.
- (4) Advise and assist the City Commission in matters concerning the operation and use of the Sand and Spurs Stables.
- (5) Such other duties as the City Commission may direct.

SECTION 2: That Chapter 2 of the Code of Ordinances of the City of Pompano Beach be amended by the repeal of Article VI, Sand and Spurs Stables Advisory Board, Section 2.25, Section 2.26 and Section 2.27.

SECTION 3: That Section 33.15 of the Code of Ordinances of the City of Pompano Beach be amended by the repeal of subsection E, Sand and Spurs Fees.

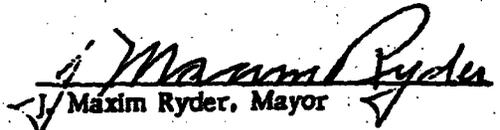
SECTION 4: If any section or provision of this ordinance shall be held invalid, such holding shall not affect or invalidate any other section or provision which is not of itself invalid.

SECTION 5: All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

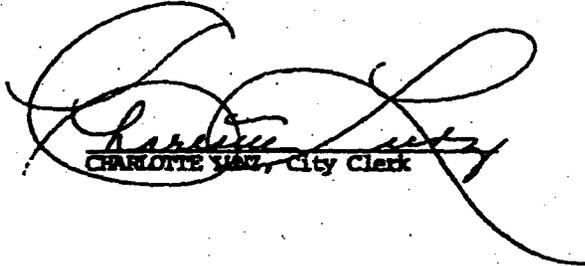
SECTION 6: This ordinance shall become effective upon passage.

PASSED FIRST READING this 11th day of May, 1976.

PASSED SECOND READING this 18th day of May, 1976.


Maxim Ryder, Mayor

ATTEST:


CHARLOTTE YARN, City Clerk

SCN/jep
8162
2/24/75
2/25/75
7/15/75
7/23/75
10/30/75
1/2/76
4/5/76

EXHIBIT A

A parcel of land in the NE 1/4 of the SE 1/4 of Sec. 26, Twp. 48 R42E and in the NW 1/4 of the SW 1/4 of Sec. 25, Twp. 48, R42E, more fully described as follows:

Beginning at the NE corner of the SE 1/4 of the SE 1/4 of Sec. 26-48-42 proceed westerly along the North line of the aforementioned SE 1/4 to a point 140' east of the East right-of-way line of the F.E.C.R.R., thence proceed northeasterly along a line which is 135 feet, more or less, east of and parallel to the East right-of-way line of the F.E.C.R.R. a distance of 790 feet, more or less, thence at a right angle to the last described course, run southeasterly to an intersection with the West right-of-way line of N. E. 5th Ave., thence run southwesterly along said right-of-way line, to an intersection with the North line of the SW 1/4 of the SW 1/4 of Sec. 25-48-42, thence westerly along said North line to the point of beginning.

Sand and Spurs Advisory Board

MEMBERS

Name	Address	District	Phone	Appointed	Expires	Reso. No.
Marcia L. Kehl City Commission At Large	732 N.E. 7th Street (33060) marcia.kehl@copbfl.com	3	954-943-8546 h 954-545-7006 o 954-830-7615 c	9/8/2009	9/26/2015	2013-102
Sharon Tamayo City Commission At Large	151 S.E. 8th Street (33060)	3	954-654-5849	11/12/2013	12/9/2016	2014-74
Thomas D. Dennis City Commission At Large	947 S.E. 9th Avenue (33060) dennis2020@bellsouth.net	1	954-781-6926 h 954-942-1313 o	6/26/2012	6/26/2015	2012-303
Jerry Bowman, Sr. City Commission At Large	717 N.E. 3rd Street (33060) Bowm7920@bellsouth.net	3	954-942-6457 h 954-298-0854	11/12/2013	12/9/2016	2014-73
Barbara Beeson (Vice Chair) City Commission At Large	2612 N.E. 5th Street (33062) JimBeeson@kronos.com	1	954-788-2376 954-383-2261 (O)	9/8/2009	9/26/2015	2013-101
Liz Adams (Chair) City Commission At Large	3761 N.E. 16th Terrace (33064) lizadams55@aol.com	2	954-941-3698 h 954-295-1280 c	City Commissio	4/26/2017	2014-200
(1) Sharon Fornes City Commission At Large	2316 Cypress Bend Dr., Apt 320, (33069) sharon@777properties.com	5	954-972-1476 h 954-673-0848 c 954-390-7777 o	6/25/2013	7/1/2016	2013-297
(2) Connie L. Tidwell City Commission At Large	240 S.E. 3rd Street (33060) bodyspot1@yahoo.com	3	954-782-4573 h 954-914-9961 c 954-946-0241 o	6/25/2013	7/1/2016	2013-298
Shari Loochkartt - Secretary	1201 N.E. 5th Avenue		954-786-5516			

Meets: Fourth Tuesday of the month @ 1:00pm in the Public Works Admin. Building
Elections: Annually in October