

Meeting Date: July 14, 2015

Agenda Item 1
Memorandum No. 15-330

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

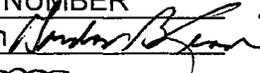
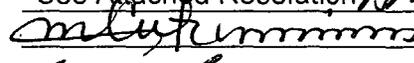
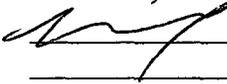
SHORT TITLE OR MOTION: A RESOLUTION ASSESSING AS A LIEN THE CITY'S COST TO ABATE PUBLIC NUISANCES ON REAL PROPERTIES IN THE TOTAL AMOUNT OF \$3,078.49.

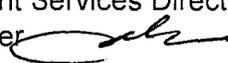
Summary of Purpose and Why:

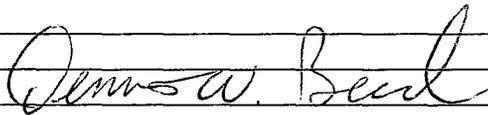
The Code Compliance Division had 5 parcels cleared of nuisance violations through the Nuisance Abatement Program. In that the respective owners have failed to pay for the costs and administrative fees, it is necessary to place a lien against the property. In order to place these liens the City Commission is required by section 96.32 of the City Code of Ordinances to adopt the attached resolution.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Development Services Department
- (2) Primary staff contact: Miguel A. Núñez / Robin M. Bird Ext. 7774 / 4634
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
City Attorney	06/22/15	Approved	See Attached Resolution 
Building Division	06/22/15	Approval	
Dev. Services	06/22/15	Approval	

Advisory Board
 Development Services Director
 City Manager 



ACTION TAKEN BY COMMISSION:

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

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH PURSUANT TO CHAPTER 96 OF THE CITY’S CODE OF ORDINANCES, ASSESSING THE CITY’S COSTS FOR ABATING PUBLIC NUISANCE CONDITIONS ON REAL PROPERTY(IES) IN THE CITY AND PROVIDING THAT UPON THE RECORDING OF THIS RESOLUTION SAID ASSESSMENT, INCLUDING ADMINISTRATION AND INSPECTION COSTS, SHALL BE A LIEN AGAINST THE PROPERTY(IES) WHICH SHALL BEAR INTEREST AS SET FORTH IN SECTION 55.03, FLORIDA STATUTES, AND BE CO-EQUAL WITH LIENS OF AD VALOREM TAXES; DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THE RESOLUTION AND TO PROVIDE OWNER(S) WITH A NOTICE OF LIEN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 96 of the Code of Ordinances of the City of Pompano Beach (the “Code”) entitled “Health and Safety”, the City Manager or the City Manager’s agent or assigns (the “City’s Designated Representative”) declared that a public nuisance existed on the real property(ies) described in the list attached hereto and made a part hereof; and

WHEREAS, as provided by § 96.28 of the Code, the City’s Designated Representative inspected said property(ies) and determined that a public nuisance as defined by § 96.26 of the Code existed, and thereafter provided the respective property owner(s) with written notice that described the subject nuisance(s) and advised if the owner(s) did not abate the nuisance(s) within seven (7) days or file a written request for a hearing within five (5) days, the City of Pompano Beach (the “City”) would proceed to correct the public nuisance condition(s) and the cost thereof, including inspection, administration and collection costs would be levied as an assessment against the property(ies); and

WHEREAS, the property owner(s) failed to timely abate the nuisance(s) existing upon the property(ies) or request a hearing pursuant to § 96.30 of the Code, or the property owner(s) did request and receive a hearing which resulted in a determination that public nuisance conditions existed on the property(ies) and the owner(s) thereafter failed to timely abate said public nuisance(s); and

WHEREAS, the City, through agents or contractors, did therefore enter upon the property(ies) and incur costs to abate the public nuisance(s); and

WHEREAS, pursuant to § 96.32 of the Code, the City Commission desires to assess the City's costs to abate the subject public nuisance(s), including inspection and administration, which shall serve as a lien against the property(ies) described in the exhibit to this Resolution co-equal with liens of ad valorem taxes and prior in dignity to any other lien, including mortgages, irrespective of the date of recording of the lien or the date of recording any mortgage or other lien on the property, and such lien shall survive any action to foreclose such inferior lien; and

WHEREAS, such assessment, pursuant to Section 96.32 of the Code, shall bear interest as set forth in F. S. § 55.03 and if collection proceedings are necessary, property owner(s) would be assessed to pay the costs of such proceeding, including attorney's fees; now, therefore

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

SECTION 1. That assessments for the City's costs of abating nuisances in the individual amount(s) set forth in the attached exhibit are hereby levied against the subject property(ies) described therein and shall serve as a lien against the said property(ies) which shall be co-equal with liens of ad valorem taxes and prior in dignity to any other lien, including mortgages, irrespective of

the date of recording of the lien or the date of recording any mortgage or other lien on the property, and such lien shall survive any action to foreclose such inferior lien

SECTION 2. That said assessments shall be legal, valid and binding obligations on the subject property(ies).

SECTION 3. That the City Clerk is directed to record a certified copy of this Resolution in the Public Records of Broward County and simultaneously send a Notice of Lien as prescribed in § 96.32 of the Code to the property owner(s).

SECTION 4. Upon the date and time of recording of the certified copy of this Resolution in the Public Records, a lien shall become effective on the property(ies) to secure the cost of abatement, including inspection and administration. Interest on said lien shall accrue at the per annum rate prescribed by § 55.03, Florida Statutes, as now enacted or as may hereafter be amended.

SECTION 5. If collection proceeds are necessary and instituted, the cost of such proceeding, including reasonable attorney's fees, shall be assessed against the property owner(s).

SECTION 6. That this Resolution shall become effective immediately from the date of adoption.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/jrm
6/19/15
I:reso/2015-392

NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT

Resolution No. 7/14/2015

Date Issue	Case	Owner Info	Address/Folio/Legal Desc	Date Abated					
12/19/2014	73217	SHEPPARD,ANGEL 839 SW 9 CT APT 1 POMPANO BEACH, FL 33060	721 NW 17 Ter POMPANO BEACH, FL 33069 484234050160 HUNTERS MANOR REV PLAT OF POR 27-3 B LOT 15 BLK 1	2/19/2015					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	TRADITIONAL SERVICE				\$563.13	\$101.00	\$664.13	\$0.00	\$664.13
1/29/2015	73269	MENTONE MANAGEMENT LLC PO BOX 409584 ATLANTA, GA 30384	NW 3 Ave POMPANO BEACH, FL 33060 ##LOT SOUTH OF 616 NW 3 AV 484235100070 SUMPTERS COL ADD TO POMPANO AMENDED PLAT 1- 12 B LOT 10 LESS W 10 FOR RD	2/23/2015					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	SKKV PROPERTY MAINTENANCE				\$239.38	\$101.00	\$340.38	\$0.00	\$340.38
1/29/2015	73268	THOMPSON,ROD 5670 NW 38 TER COCONUT CREEK, FL 33073	NW 7 St POMPANO BEACH, FL 33060 484235140060 J W NEELEYS SUB 1-71 PB LOT 7	2/23/2015					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	SKKV PROPERTY MAINTENANCE				\$679.92	\$101.00	\$780.92	\$0.00	\$780.92
1/29/2015	73277	HOWELL'S MOTOR COMPANY INC 14359 78 PL N LOXAHATCHEE, FL 33470	NW 10 St POMPANO BEACH, FL 33060 484235320200 MONTICELLO PARK AMENDED PLAT 16-21 B LOT 18 BLK 2	2/23/2015					

NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT

Resolution No. 7/14/2015

Date Issue	Case	Owner Info	Address/Folio/Legal Desc	Date Abated					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	SKKV PROPERTY MAINTENANCE				\$679.92	\$101.00	\$780.92	\$0.00	\$780.92
2/2/2015	73055	IBONE 10 LLC PERFECT DIMENSIONS GROUP LLC 1110 BRICKELL AVE #301 MIAMI, FL 33131	402 NW 27 Ave POMPANO BEACH, FL 33069 484233042130 33-48-42 S1/5 OF SW1/4 OF NW1/4 OF SE1/4 LESS E 550 & LESS W 25 & LESS S 24 AKA: 465 & 466 & ST CC	2/18/2015					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	TRADITAIONAL SERVICES				\$411.14	\$101.00	\$512.14	\$0.00	\$512.14

Total Cases for Nuisance Abatement	5
Total Cost of Abatement	\$2,573.49
Total Administrative Cost	\$505.00
Total Cost of Nuisance Abatement	\$3,078.49
Total Payments	\$0.00
Balance	\$3,078.49

REQUESTED COMMISSION ACTION:

X Consent Ordinance X Resolution Consideration/ Discussion Presentation

SHORT TITLE A resolution of the City Commission of the City of Pompano Beach, Florida, approving and authorizing the Mayor or Vice Mayor, City Clerk and City Manager to execute license agreements for various recreational programs on behalf of the city.

Fiscal Impact: None at this time.

Summary of Purpose and Why:

The attached resolution allows the Mayor or Vice Mayor, City Clerk and City Manager to execute license agreements for various city recreational programs on behalf of the city. Examples of the various license agreements with independent contractors, which may be executed, are Line Dance Classes, Spanish Classes, Karate Classes, Dog Obedience Classes, etc. The various recreation programs will be instructed by independent contractors at various city recreational facilities, with staff from the Parks, Recreation and Cultural Arts Department collecting the program fees. The city will receive 30% and the licensee will receive 70% of the program fees.

- (1) Origin of request for this action: Staff initiated
(2) Primary staff contact: Mark Beaudreau, Recreation Programs Adm. Ext. 4191
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: None at this time. The license agreement provides for the City to receive 30% and Independent Contractor to receive 70% of the program fees.

Table with 4 columns: DEPARTMENTAL COORDINATION, DATE, DEPARTMENTAL RECOMMENDATION, DEPARTMENTAL HEAD SIGNATURE. Rows include Parks & Recreation, Risk Management, Internal Audit, City Attorney, Finance.

X City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

Table with 4 columns: Ordinance/Workshop, Resolution, Consideration, Results. Rows include 1st Reading, 2nd Reading.

MEMORANDUM

Parks, Recreation & Cultural Arts

Memorandum 15-A089

DATE: June 22, 2015

TO: Dennis Beach, City Manager

FROM: Mark Beaudreau, Recreation Programs Administrator *MB*

SUBJECT: Agenda Item –Resolution And Templates For License Agreements
For Various Recreational Programs

Please place the attached agreement on the June 23, City Commission Agenda. The attached resolution allows the Mayor or Vice Mayor, City Clerk and City Manager to execute license agreements for various recreational programs on behalf of the City. The various recreational programs will be instructed by independent contractors at various city recreational facilities. The Parks, Recreation and Cultural Arts Department staff will collect the program fees, with the city receiving 30% of the program fees and paying 70% of the program fees to the independent contractor. The license agreements will be for programs such as Spanish Classes, Line Dance Classes, Drawing Classes, Karate Classes, Dog Obedience Classes, etc.

If you have any questions regarding the agenda item please call me at 954-786-4191.

afh



City Attorney's Communication #2015-1117
June 12, 2015

TO: Mark A. Beaudreau, Recreation Programs Administrator

FROM: Fawn Powers, Assistant City Attorney

RE: Resolution and Templates for License Agreements for various recreational programs

As requested, the above referenced License Agreements have been prepared and are attached along with the appropriate Resolution captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPAÑO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR, CITY CLERK AND CITY MANAGER TO EXECUTE LICENSE AGREEMENTS FOR VARIOUS RECREATIONAL PROGRAMS ON BEHALF OF THE CITY; PROVIDING AN EFFECTIVE DATE.

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



FAWN POWERS

I:\cor\recr\2015-1122f
Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AUTHORIZING THE MAYOR OR VICE MAYOR, CITY CLERK AND CITY MANAGER TO EXECUTE LICENSE AGREEMENTS FOR VARIOUS CITY RECREATIONAL PROGRAMS ON BEHALF OF THE CITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's Parks and Recreation Department requires the services of various instructors to provide recreational services to the public; and

WHEREAS, the City desires to carry out services efficiently without undue delays for its residents; and

WHEREAS, a contractual services agreement that addresses issues specific to the provision of such recreational services is necessary; now, therefore,

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

SECTION 1. Without further approval of the City Commission, the Mayor or Vice Mayor in the absence of the Mayor, City Clerk and City Manager are hereby authorized to execute on behalf of the City License Agreements in a form substantially similar to the forms attached hereto and made a part hereof for the City's recreation programs.

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

LICENSE AGREEMENT

with

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- Exhibit 2 Recordkeeping Procedures For Instructor Agreement
- Exhibit 3 CITY's Youth Programs Background Screening Policy
- Exhibit 4 Insurance Requirements

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), entered into this _____ day of _____, 201__, by and between:

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

and

_____, an independent contractor
(hereinafter "LICENSEE")

WHEREAS, the CITY requires services which LICENSEE is capable of providing under the terms and conditions hereinafter described; and

WHEREAS, LICENSEE is able and prepared to provide the services (the "Program") and the insurance set forth respectively in Exhibits 1 and 4 with the dates and times to be mutually established by both parties; and

WHEREAS, subject to the terms of this Agreement, LICENSEE may use the CITY-owned and maintained premises located at the _____ (the "Property") to provide the services set forth in Exhibit 1; and

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

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

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

ARTICLE 1 REPRESENTATIONS

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

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

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

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

B. Representations of LICENSEE. LICENSEE makes the following representations to CITY which CITY relies upon in entering into this Agreement.

1. LICENSEE's execution, delivery, consummation and performance under this Agreement will not violate or cause LICENSEE to be in default of any provisions of its governing documents, rules and regulations (as applicable) or any other agreement to which LICENSEE is a party or constitute a default thereunder or cause acceleration of any obligation of LICENSEE thereunder.

2. The individual executing this Agreement and related documents on behalf of LICENSEE is duly authorized to take such action which action shall be, and is, binding on LICENSEE.

3. There are no legal actions, suits or proceedings pending or threatened against or affecting LICENSEE 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.

4. LICENSEE represents it has the ability, skill and resources to complete its requisite responsibilities under this Agreement.

5. The CITY shall be entitled to rely upon the technical and leadership skills of LICENSEE or by others authorized by LICENSEE under this Agreement.

6. LICENSEE represents and warrants it has and will continue to maintain all licenses and approvals required to conduct business and provide services under this Agreement and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 2 NON-ASSIGNABILITY AND SUBCONTRACTING

This Agreement is not assignable and LICENSEE agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity.

Any attempt by LICENSEE to assign or transfer any of its rights or obligations under this Agreement without first obtaining the CITY's written approval will result in CITY's immediate cancellation of this Agreement. Specifically, no assignment of any right or obligation under this Agreement shall be binding on the CITY without the written consent of the City Commission of Pompano Beach.

In addition, this Agreement and the rights and obligations therein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership, and in the event of LICENSEE's insolvency or bankruptcy, CITY may at its option terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of LICENSEE hereunder shall immediately cease and terminate.

Nothing herein shall be construed to create any personal liability on the part of the CITY or its agent(s) nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and LICENSEE.

**ARTICLE 3
TERM AND RENEWAL**

This Agreement shall be for a _____ **week/month/year** term commencing _____, 201__, and ending _____, 201__. The CITY reserves the right to extend this Agreement for two (2) _____ week/month/year renewal options provided both parties agree in writing to said extension. Renegotiation should commence at least 45 days prior to normal termination.

**ARTICLE 4
RESPONSIBILITIES OF LICENSEE**

LICENSEE shall at all times provide the scope of services set forth in Exhibit 1 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.

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

2. LICENSEE shall operate and conduct the business covered by this Agreement in accordance with all applicable federal, state and local laws, ordinances and regulations as may now exist or as may hereafter be adopted, including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity. Specifically, LICENSEE shall comply with Florida Statutes §501.143 (Dance Studio) and §501.0125 (Health Studio), where applicable. Additionally, LICENSEE shall at all times comply with CITY Code §98.06 (Unattended Children).

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.

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

**ARTICLE 5
RESPONSIBILITIES OF CITY**

A. CITY is responsible to maintain the Property and surrounding outdoor areas, including the building systems (plumbing, electrical, painting, ceilings, walls, floors, roof, public restrooms, etc.) and general maintenance (shrubbery and lawn care, garbage pickup, etc.).

B. CITY shall provide LICENSEE with the use of the Property for the reasons set forth herein at days and times which have been pre-approved in writing by the CITY's Recreation Programs Administrator. Interruptions in availability of the Property due to acts of God or any other circumstance beyond the CITY's control shall not be considered a violation of this paragraph.

C. CITY, at CITY's sole expense, shall be responsible to promptly conduct the background checks on LICENSEE and/or its representatives or agents providing services under this Agreement.

**ARTICLE 6
COMPENSATION, ACCOUNTING, RECORDKEEPING AND BACKGROUND
CHECK PROCEDURES**

A. CITY shall collect the registration, admission and/or application fees for all services LICENSEE provides under this Agreement in accordance with the provisions of this Article and Exhibit 2. Thirty percent (30%) of the total Program fees shall be retained by CITY and seventy percent (70%) shall be paid to LICENSEE by CITY as compensation for the services provided as described herein. CITY agrees to pay LICENSEE within thirty (30) days of the close of the month, if fees are collected on a monthly basis, or within thirty (30) days of the date on which fees are due from Program participants, if fees are collected on a one-time basis. LICENSEE shall receive no portion of additional registration, admission or application fees charged in accordance with the CITY's Fee Schedule, to wit, recreation program registration fees of \$10 for CITY residents and \$20 for non-residents.

B. LICENSEE shall be required to record and preserve complete and accurate records for all activities and revenues generated under this Agreement for a period of five (5) years after its termination or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes. However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings.

C. LICENSEE shall make available at reasonable time for CITY's examination all membership rosters; attendance, financial and statistical records; federal/state tax returns; and

any other documents attendant to LICENSEE's provision of goods and services under this Agreement.

D. LICENSEE, its employees, volunteers, subcontractors and all other agents providing services under this Agreement shall comply with the CITY's Youth Programs Background Screening Policy as set forth in Exhibit 3. At least one week prior to LICENSEE or any of its agents providing services under this Agreement, LICENSEE shall provide the CITY's Contract Administrator a completed and fully-executed Release on all such persons so that CITY, at its sole cost, can conduct the background checks required hereunder. CITY reserves the right to refuse to permit LICENSEE or any of its agents to provide services under this Agreement based upon the grounds for disqualification as stated in the Youth Programs Background Screening Policy.

**ARTICLE 7
CITY'S RIGHT TO AUTHORIZE USE OF THE PROPERTY**

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

**ARTICLE 8
LICENSEE'S INDEMNIFICATION OF CITY**

A. To the extent permitted by Florida law, 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 Property.

B. LICENSEE acknowledges and agrees that CITY assumes no responsibility whatsoever for any personal property, stock or inventory of LICENSEE placed at the Property and that LICENSEE is solely responsible for insuring same against damage or loss of any nature or kind. LICENSEE further agrees 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 on the Property.

**ARTICLE 9
INSURANCE**

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth on the standardized insurance form attached as Exhibit 4. LICENSEE shall not commence operations under this Agreement until certification or proof of insurance detailing terms and provisions of coverage has been received and approved by the CITY's Risk Manager

**ARTICLE 10
INDEPENDENT CONTRACTOR**

Both CITY and LICENSEE agree that LICENSEE is an independent contractor for all purposes and not in any manner a CITY employee. As such, neither LICENSEE nor any of its agents performing services under this Agreement shall be subject to any withholding for tax, social security or other purposes by CITY nor entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation, or the like from the CITY.

**ARTICLE 11
DEFAULT AND DISPUTE RESOLUTION**

A. If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference.

B. If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) calendar days to cure said default after written notice to the other in accordance with Article 15 herein.

C. If the party receiving written notice of default provides written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within ten (10) calendar days after receipt of written notice and is continuing, either party may appeal in writing to the City Manager for the CITY in accordance with Article 15 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 15 herein shall not apply and it shall be lawful for CITY to immediately terminate this Agreement and in addition to any other remedies provided by law, CITY may possess itself of all rights and privileges heretofore enjoyed by LICENSEE.

**ARTICLE 12
TERMINATION**

Both CITY and LICENSEE may terminate this Agreement, in whole or in part, for convenience, cause, default or negligence upon forty-five (45) days advances written notice to the other in accordance with Article 15 herein. However, CITY may provide LICENSEE verbal notice of termination if, in CITY's sole discretion, termination is necessary to protect the public health, safety or welfare although CITY shall promptly confirm said verbal notice in writing.

In the event of termination without cause, LICENSEE shall be compensated for services prior to the effective date of such termination. In the event LICENSEE abandons this Agreement or otherwise causes it to be terminated by CITY, LICENSEE shall indemnify the CITY against any loss pertaining to this termination. In the event that LICENSEE is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, said termination shall be deemed a termination for convenience.

**ARTICLE 13
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 14
PUBLIC ENTITY CRIMES ACT**

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

**ARTICLE 15
NOTICES AND DEMANDS**

Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing, sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

For CITY:
City Manager
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:

E-Mail:
Phone:
Fax:

**ARTICLE 16
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 17
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.

_____ shall serve as LICENSEE's Contract Administrator during the performance of services under this Agreement.

**ARTICLE 18
NO CONTINGENT FEE**

LICENSEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LICENSEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for LICENSEE any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of LICENSEE's breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability and, at CITY's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 19
ATTORNEY'S FEES**

In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs. The provisions of this paragraph shall survive termination of this Agreement.

ARTICLE 20
FORCE MAJEURE

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force majeure.

If CITY or LICENSEE are unable to perform, or are delayed in their performance of any obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure.

In order to be entitled to the benefit of this Article, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and also diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this Article, time is of the essence.

ARTICLE 21
WAIVER AND MODIFICATION

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 22
RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE 23
MISCELLANEOUS TERMS AND CONDITIONS

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

B. 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.

C. The agents and representatives of CITY shall have the right to enter in and/or make inspections of the designated premises at any time for the purpose of securing compliance with the terms and conditions of this Agreement.

D. LICENSEE shall not, at any time, promote any privately owned business or studio without first receiving the express written consent of the CITY as to the method of its promotion. LICENSEE's failure to abide by this condition shall result in the immediate termination of this Agreement and LICENSEE being required to return or refund any portion of any compensation paid hereunder.

E. LICENSEE 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. LICENSEE shall not make any statements or take any actions detrimental to this effort.

**ARTICLE 24
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 25
APPROVALS**

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

**ARTICLE 26
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.

**ARTICLE 27
BINDING EFFECT**

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

**ARTICLE 28
NO WAIVER OF SOVEREIGN IMMUNITY**

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

**ARTICLE 29
LICENSE NOT LEASE**

Both parties acknowledge and agree this license shall not be deemed a lease of the Property but rather a license granted to LICENSEE by CITY to provide the services set forth in Exhibit 1.

**ARTICLE 30
ENTIRE AGREEMENT AND INTERPRETATION**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

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

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

"CITY"

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, 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

"LICENSEE":

Witnesses:

By: _____

 Print Name

 Print Name

 Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____ who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

L:agr/recr/independent contractor instructor's template
7/6/15

EXHIBIT 2

RECORDKEEPING PROCEDURES FOR INSTRUCTOR AGREEMENT Licensee 70%/City 30% Split

1. Recordkeeping, Records Retention, and Audit Access

A. All LICENSEE records directly or indirectly related to this Agreement shall be made available locally, at LICENSEE's expense for inspection and audit by the CITY's Internal Auditor or other designee at all reasonable times and upon reasonable notice during the term of this Agreement.

B. LICENSEE shall make available at reasonable time for CITY's examination, inspection and audit all membership rosters; attendance, financial and statistical records; federal/state tax returns; and any other documents attendant to LICENSEE's provision of goods and services under this Agreement.

LICENSEE's failure to produce records requested by CITY's agents shall be deemed a material breach which entitles CITY to terminate this Agreement as provided herein.

C. If such examination or audit discloses a liability of fees, LICENSEE shall promptly pay the amount due. If such liability exceeds three percent (3%) of the fees, LICENSEE shall pay CITY the amount due and also pay for the cost of the CITY's audit within 10 calendar days.

D. LICENSEE shall be required to record and preserve complete and accurate records for all activities and revenues generated under this Agreement for a period of five (5) years after its termination or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes. However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings.

E. CITY shall be required to record and preserve complete and accurate records for all activities and revenues generated under this Agreement for a period of five (5) years after its termination or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes. However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings.

F. 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 as may now exist or as may hereafter be adopted.

G. LICENSEE, at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the CITY, 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.

H. LICENSEE, its employees, volunteers, subcontractors and all other agents providing services under this Agreement shall comply with the CITY's Youth Programs Background Screening Policy. At least one week prior to LICENSEE or any of its agents providing services under this Agreement, LICENSEE shall provide the CITY's Contract Administrator a completed and fully-executed Release on all such persons so that CITY, at its sole cost, can conduct the background checks required hereunder. CITY reserves the right to refuse to permit LICENSEE or any of its agents to provide services under this Agreement based upon the grounds for disqualification as stated in the Youth Programs Background Screening Policy.

2. Daily Operations

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

B. CITY shall collect the registration, admission and/or application fees for all services LICENSEE provides under this Agreement. CITY Cashier shall enter complete payment into RecTrac. The instructional program fee, as agreed upon by both Licensee and CITY shall be charged and collected by the CITY. Thirty (30%) of the total program fees shall be retained by the CITY and seventy percent (70%) of the total program fee shall be paid to the Licensee by the CITY as compensation for the services provided as described herein. CITY agrees to pay Licensee within thirty (30) days of the close of the month, if fees are collected on a monthly basis, or within thirty (30) days of the date on which fees are due from participants LICENSEE shall receive no portion of additional registration, admission or application fees charged in accordance with the CITY's Fee Schedule, to wit, recreation program registration fees of \$10 for CITY residents and \$20 for non-residents, if fees are collected on a one-time basis.

C. A receipt should be collected from each participant upon entering the class. Anyone trying to enter the class without a receipt shall be sent back to the Front Desk for payment processing.

D. All class participants shall sign an attendance sheet/log upon entering the class. This shall also include the participants who are a one-time observer where the fee has been waived. The Cashier will keep the new participant waivers in a file at the front desk.

E. The agents and representatives of CITY shall have the right to enter in and/or make inspections of the designated premises at any time for the purpose of securing compliance with the terms and conditions of this agreement.

F. Periodic spot checks of all classes will be performed by Recreation Managers, Supervisors and the Accounting Clerk. Attendance sheet/log will be checked, and head counts or roll call will be taken and compared to the RecTrac Activity Roster, Sales History Report and fee waivers for verification that all participants have paid unless fee was waived.

G. After LICENSEE has been approved by the CITY, and the background check(s) have been completed a CITY I.D. Badge will be issued for each LICENSEE instructor, employee, volunteer, subcontractor, or designee of LICENSEE working with the class /program. This I.D. Badge shall be worn at all times while in the CITY facility and shown upon request.

**Exhibit 3
City's Youth Programs
Background Screening Policy**

**CITY OF POMPANO BEACH
ADMINISTRATIVE POLICY**

TITLE:	Youth Program Background Screening Policy	Number:	500.06
		Effective:	3-10-04
		Revised:	8-27-07
		Revised:	7-23-08
		Revised:	8-2-10

In an effort to ensure that the City of Pompano Beach provides a safe place for children to learn and enjoy recreation programs, and in an effort to acquire and retain volunteers and instructors who are more likely to safely interact with participants in programs, the Parks and Recreation Department will conduct criminal background screening on all prospective volunteers and instructors, and based upon the recommended guidelines for credentialing set by the National Recreation and Park Association, shall establish and enforce criteria for disqualification of applicants.

(1) The following shall constitute grounds for disqualification of an applicant:

(a) The applicant has been found guilty of any of the following crimes listed below:

“Guilty” means that a person was found guilty following a trial, entered a guilty plea or entered a no contest plea, accompanied by a court finding of guilt, regardless of whether there was an adjudication of guilt (conviction) or a withholding of guilt. Acquittal, Nolle Prose, or dismissal of charges shall not be included in said definition:

1. **SEX OFFENSES INVOLVING CHILDREN**

>All Sex Offenses and Offenses involving children or the abuse of children – regardless of the amount of time since offense. Examples include but are not limited to child molestation, rape, sodomy, prostitution, indecent exposure.

2. **FELONIES**

>All Felony Offenses involving violence – regardless of the amount of time since the offense. Examples include but are not limited to: murder, attempted murder, manslaughter, aggravated battery, aggravated assault, kidnapping, robbery.

**CITY OF POMPANO BEACH
ADMINISTRATIVE POLICY**

PAGE 2

TITLE:	Youth Program Background Screening Policy	Number:	500.06
		Revised:	8-2-10

>All Felony Offenses, other than those for violence, sex, or offenses involving children, within the past seven (7) years of the date of the application. Examples include but are not limited to: drug offenses, theft.

3. MISDEMEANORS

>All Misdemeanor offenses involving violence within the past five (5) years of the application date. Examples include but are not limited to: simple battery, assault, domestic violence.

>Any three (3) or more Misdemeanor drug offenses or alcohol offenses, or any combination of same within the past five (5) years of the application date. Examples include, but are not limited to, driving under the influence, possession of marijuana, disorderly conduct, possession of drug paraphernalia.

>Any other Misdemeanor offense within the past five (5) years of the application date that would be considered a potential danger to children or that is directly related to the function of that coach. Examples include but are not limited to contributing to the delinquency of a minor, providing alcohol to a minor, petty theft of money.

- (b) Pending prosecution of offenses listed under subsection (a.) above.
- (c) Falsification of any requested information on the application.

**CITY OF POMPANO BEACH
ADMINISTRATIVE POLICY**

PAGE 3

TITLE:	Youth Program Background Screening Policy	Number:	500.06
		Revised:	8-2-10

- (d) Any person who at the time of the application is serving a period of Community Control or probation for any offense. No such person shall be eligible until all supervision has terminated and all provisions of the sentence have become final.


Dennis W. Beach, City Manager

EXHIBIT 4

INSURANCE REQUIREMENTS

LICENSEE shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone (954 786-5555) or email (eddie.beecher@copbfl.com) should you have any questions regarding the terms and conditions set forth in this exhibit. Proof of the insurance coverage required hereunder shall be mailed to Risk Management, PO Box 1300, Pompano Beach, FL 33061.

LICENSEE is responsible to deliver to the CITY's Risk Manager for his timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by LICENSEE, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by LICENSEE under this Agreement.

Throughout the term of this Agreement, LICENSEE and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which LICENSEE is obligated to pay compensation to employees engaged in the performance of the work. LICENSEE further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from LICENSEE's negligent acts or omissions in connection with LICENSEE's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY: Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

xx	comprehensive form	bodily injury and property damage
xx	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
xx	products/completed operations hazard	bodily injury and property damage combined
xx	contractual insurance	bodily injury and property damage combined
xx	broad form property damage	bodily injury and property damage combined
xx	independent contractors	personal injury
xx	personal injury	
xx	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

AUTOMOBILE LIABILITY: Proof of Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined, required based on scope of services.

- xx comprehensive form
- xx owned
- xx hired
- xx non-owned

REAL & PERSONAL PROPERTY

— comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

		Per Occurrence	Aggregate
—	other than umbrella	bodily injury and property damage combined	\$2,000,000 \$2,000,000

PROFESSIONAL LIABILITY

		Per Occurrence	Aggregate
—	* Policy to be written on a claims made basis	\$1,000,000	\$2,000,000

C. Employer's Liability. LICENSEE and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the

minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the LICENSEE, the LICENSEE shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. LICENSEE hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then LICENSEE shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should LICENSEE enter into such an agreement on a pre-loss basis.

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/
Discussion Presentation

SHORT TITLE A resolution of the City of Pompano Beach, approving and authorizing the proper city officials to execute a license agreement between the City of Pompano Beach and Living Water Surf School LLC to provide instruction in ocean awareness and surfing fundamentals.

Fiscal Impact: Licensee shall pay a one-time fee of \$3,300 as compensation for the use of North Ocean Park.

Summary of Purpose and Why:

The agreement provides for Living Water Surf School LLC, to provide instruction in ocean awareness and surfing fundamentals, to include such topics as waves, tides, marine biology, coastal ecology, beach profiles and other ocean related activities. The licensee will use North Ocean Park to hold Living Water Surf School. The Agreement will be for a term of 11 weeks (June – September 2015) and the city will receive a one-time fee of \$3,300 as compensation for the use of North Ocean Park.

- (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: June 2015 – September 2015
- (4) Fiscal impact and source of funding: The licensee shall pay the city a one-time fee of \$3,300 as compensation for the use of North Ocean Park.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	<u>6-22-15</u>	<u>Approve</u>	<u>[Signature]</u>
Internal Audit	<u>6-23-15</u>	<u>Approve</u>	<u>[Signature]</u>
Risk Management	<u>6-23-15</u>	<u>Approved</u>	<u>[Signature]</u>
City Attorney	<u>6/24/15</u>		<u>[Signature]</u>

City Manager [Signature] [Signature]

ACTION TAKEN BY COMMISSION:

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



MEMORANDUM

Parks, Recreation & Cultural Arts

Memorandum 15-A088

DATE: June 19, 2015

TO: Dennis Beach, City Manager

FROM: Mark Beaudreau, Recreation Programs Administrator *MB*

SUBJECT: Agenda Item – License Agreement Living Water Surf School LLC

Please place the attached agreement on the July 14, City Commission Agenda. The agreement is for Living Water Surf School LLC to provide instruction in ocean awareness and surfing fundamentals to include such topics as waves, tides, marine biology, coastal ecology, beach profiles and other ocean related activities. The licensee will pay the city a one-time fee of \$3,300 as compensation for the use of North Ocean Park. The agreement will be for a term of 11 weeks (June – September 2015).

If you have any questions regarding the agenda item please call me at 954-786-4191.

afh



City Attorney's Communication #2015-1117
June 11, 2015

TO: Mark A. Beaudreau, Recreation Programs Administrator
FROM: Fawn Powers, Assistant City Attorney
RE: Resolution and License Agreement for Living Water Surf School LLC

As requested, the above referenced License Agreement has been prepared and is attached along with the appropriate Resolution captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND LIVING WATER SURF SCHOOL LLC TO PROVIDE INSTRUCTION IN OCEAN AWARENESS AND SURFING FUNDAMENTALS; PROVIDING AN EFFECTIVE DATE.

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



FAWN POWERS

FP/ds
l:cor/recre/2015-1117f
Attachment

RESOLUTION NO. 2015-_____

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND LIVING WATER SURF SCHOOL LLC TO PROVIDE INSTRUCTION IN OCEAN AWARENESS AND SURFING FUNDAMENTALS; 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 Living Water Surf School LLC, to provide instruction in ocean awareness and surfing fundamentals, 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 Living Water Surf School LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

FP/ds
6/11/15
l:reso/2015-385f

City of Pompano Beach

LICENSE AGREEMENT

with

Living Water Surf School LLC

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- Exhibit 2 Scope of Services for City
- Exhibit 3 CITY's Youth Programs Background Screening Policy
- Exhibit 4 Insurance Requirements

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”), entered into this _____ day of _____, 2015, by and between:

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

and

LIVING WATER SURF SCHOOL LLC, a Florida Limited Liability Company (hereinafter “LICENSEE”).

WHEREAS, LICENSEE provides instruction in ocean awareness and surfing fundamentals, to include such topics as waves, tides, marine biology, coastal ecology, beach profiles and other ocean related activities as set forth in Exhibit 1 (the “Program”); and

WHEREAS, LICENSEE is able and prepared to provide the services and the insurance set forth in Exhibits 1 and 4 attached hereto and made a part hereof; and

WHEREAS, subject to the terms of this Agreement, LICENSEE may use the CITY-owned and maintained North Ocean Park located at 3424 NE 16th Street in Pompano Beach (the “Property”) to operate the Program at days and times to be mutually agreed upon by the parties; 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 Living Water Surf School LLC. LICENSEE makes the following representations to CITY which CITY relies upon in entering into this Agreement.

1. Living Water Surf School LLC is a Florida Limited Liability company duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

2. LICENSEE's execution, delivery, consummation and performance under this Agreement will not violate or cause Living Water Surf School LLC 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 Living Water Surf School LLC 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 Living Water Surf School LLC or its principals that LICENSEE is aware of which would have any material effect on LICENSEE's ability to perform its obligations under this Agreement.

5. LICENSEE represents it has the ability, skill and resources to complete its requisite responsibilities under this Agreement.

6. The standard of care for all services furnished by LICENSEE and its employees, subcontractors or other agents under this Agreement will be the skill and care used by other surf camp instructors currently practicing under similar circumstances in the same locality.

7. The CITY shall be entitled to rely upon the administrative, coaching and technical skills of LICENSEE or by others authorized by LICENSEE under this Agreement.

8. LICENSEE represents and warrants it has and will continue to maintain all licenses and approvals required to conduct business and provide services under this Agreement and that it will at all times conduct its business activities in a reputable manner.

**ARTICLE 2
NON-ASSIGNABILITY AND SUBCONTRACTING**

This Agreement is not assignable and LICENSEE agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity.

Any attempt by LICENSEE to assign or transfer any of its rights or obligations under this Agreement without first obtaining the CITY's written approval will result in CITY's immediate cancellation of this Agreement. Specifically, no assignment of any right or obligation under this Agreement shall be binding on the CITY without the written consent of the City Commission of Pompano Beach.

In addition, this Agreement and the rights and obligations therein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership, and in the event of LICENSEE's insolvency or bankruptcy, CITY may at its option terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of LICENSEE hereunder shall immediately cease and terminate.

Nothing herein shall be construed to create any personal liability on the part of the CITY or its agent(s) nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and LICENSEE.

**ARTICLE 3
TERM AND RENEWAL**

The term of this Agreement shall commence June 15, 2015 and end September 30, 2015. The CITY reserves the right to extend this Agreement with two renewal options provided both parties agree in writing to said extension. Renegotiation should commence at least 45 days prior to normal termination.

**ARTICLE 4
RESPONSIBILITIES OF LICENSEE**

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

LICENSEE shall provide the services set forth below and in Exhibit 1 at the Property, including such other duties as the CITY may, from time to time, require.

1. LICENSEE shall plan, administer and coordinate all aspects of the Program at the Property, including supervising all LICENSEE's coaches, employees, volunteers and other representatives or agents.

2. LICENSEE is responsible for hiring and managing its own administrative and coaching staff, all of which shall be a minimum of eighteen (18) years old, under LICENSEE's exclusive direction and control and not deemed employees or agents of the CITY.

3. LICENSEE shall be solely responsible for compensating its administrative and coaching staff and complying with all federal, state and local laws, ordinances and regulations pertaining to employment of such persons including, but not limited to, the provisions of workers' compensation insurance and all other benefits required by law.

4. LICENSEE shall be responsible to ensure that all its administrative and coaching staff, employees, volunteers and other agents or representatives are suitable for employment in a municipal facility in terms of general character, knowledge, ability, public relations potential, manner and conduct.

5. LICENSEE shall promptly respond to complaints from the CITY and patrons of the Program regarding its staff or other representatives and timely take appropriate disciplinary action as warranted by the circumstances.

6. LICENSEE shall develop an ocean awareness and surf camp program for youth of both sexes ages 5 - 16.

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

8. 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.

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

**ARTICLE 5
RESPONSIBILITIES OF CITY**

A. CITY is responsible to provide the services set forth in Exhibit 2 and to also maintain the Property and surrounding outdoor areas, including the building systems (plumbing, electrical, painting, ceilings, walls, floors, roof, public restrooms, etc.) and general maintenance (shrubbery and lawn care, garbage pickup, etc.).

B. CITY shall provide LICENSEE with the use of Property for the reasons set forth herein at days and times which have been pre-approved in writing by the CITY's Recreation Programs Administrator. Interruptions in availability of Property due to acts of God or any other circumstance beyond the CITY's control shall not be considered a violation of this paragraph.

**ARTICLE 6
COMPENSATION, ACCOUNTING, RECORDKEEPING AND BACKGROUND
CHECK PROCEDURES**

A. LICENSEE shall pay the CITY a one-time fee of \$3,300 payable one week in advance of the Program's commencement as compensation for the use of the CITY's Property and services hereunder.

B. LICENSEE shall be required to record and preserve complete and accurate records for all activities and revenues generated under this Agreement for a period of five (5) years after its termination or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes. However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings.

C. Upon reasonable notice, LICENSEE shall make available locally at a reasonable time for CITY's examination, inspection and audit all membership rosters; attendance, financial and statistical records; federal/state tax returns; and any other documents or records directly or indirectly related to LICENSEE's provision of goods and services hereunder. LICENSEE's failure to timely comply with the provisions of this paragraph shall be deemed a material breach which entitles CITY to terminate this Agreement in accordance with Article 12 herein.

D. LICENSEE, its employees, volunteers, subcontractors and all other agents providing services under this Agreement shall comply with the CITY's Youth Programs Background Screening Policy as set forth in Exhibit 3. At least one week prior to LICENSEE or any of its agents providing services under this Agreement, LICENSEE shall provide the CITY's Contract Administrator a completed and fully-executed Release on all such persons so that CITY, at its sole cost, can conduct the background checks required hereunder. CITY reserves the right to refuse to permit LICENSEE or any of its agents to provide services under this Agreement based upon the grounds for disqualification as stated in the Youth Programs Background Screening Policy.

**ARTICLE 7
CITY'S RIGHT TO AUTHORIZE USE OF THE PROPERTY**

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

**ARTICLE 8
LICENSEE'S INDEMNIFICATION OF CITY**

A. LICENSEE shall indemnify, defend and save harmless the CITY from and against all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of whatsoever kind arising directly or indirectly out of or in connection with the provision of services and merchandise under this Agreement whether same occurs or the cause arises on or away from the Property.

B. LICENSEE shall be solely responsible for insuring all stock and inventory at Property 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 Property 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 Property.

**ARTICLE 9
INSURANCE**

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth on the standardized insurance form attached as Exhibit 4. LICENSEE shall not commence operations under this Agreement until certification or proof of insurance detailing terms and provisions of coverage has been received and approved by the CITY's Risk Manager

**ARTICLE 10
INDEPENDENT CONTRACTOR**

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

**ARTICLE 11
DEFAULT AND DISPUTE RESOLUTION**

A. If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference.

B. If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) calendar days to cure said default after written notice to the other in accordance with Article 15 herein.

C. If the party receiving written notice of default provides written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within ten (10) calendar days after receipt of written notice and is continuing, either party may appeal in writing to the City Manager for the CITY in accordance with Article 15 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 15 herein shall not apply and it shall be lawful for CITY to immediately terminate this Agreement and in addition to any other remedies provided by law, CITY may possess itself of all rights and privileges heretofore enjoyed by LICENSEE.

ARTICLE 12 TERMINATION

The CITY may terminate this Agreement, in whole or in part, for convenience, cause, default or negligence upon forty-five (45) days advance written notice to LICENSEE in accordance with Article 15 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 15 herein.

ARTICLE 13 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 14 PUBLIC ENTITY CRIMES ACT

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

ARTICLE 15 NOTICES AND DEMANDS

Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing,

sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

For CITY:

City Manager
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:

William Zimmerman
Living Water Surf School LLC
P.O. Box 8525
Deerfield Beach, Florida 33443
livingwatersurf@gmail.com
954 673-8933 phone

**ARTICLE 16
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 17
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.

William Zimmerman shall serve as LICENSEE's Contract Administrator during the performance of services under this Agreement.

**ARTICLE 18
NO CONTINGENT FEE**

LICENSEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LICENSEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for LICENSEE any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of LICENSEE's breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability and, at CITY's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 19
ATTORNEY'S FEES**

In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs. The provisions of this paragraph shall survive termination of this Agreement.

**ARTICLE 20
FORCE MAJEURE**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force majeure.

If CITY or LICENSEE are unable to perform, or are delayed in their performance of any obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure.

In order to be entitled to the benefit of this Article, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and also diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this Article, time is of the essence.

**ARTICLE 21
WAIVER AND MODIFICATION**

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 22
RELATIONSHIP BETWEEN THE PARTIES**

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

**ARTICLE 23
MISCELLANEOUS TERMS AND CONDITIONS**

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

B. 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.

**ARTICLE 24
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 25
APPROVALS**

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

ARTICLE 26
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 27
BINDING EFFECT

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

ARTICLE 28
NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 29
LICENSE NOT LEASE

Both parties acknowledge and agree this license shall not be deemed a lease of the Property but rather a license granted to LICENSEE by CITY to provide the leadership, administrative and coaching services contemplated herein to the Living Water Surf School LLC.

ARTICLE 30
ENTIRE AGREEMENT AND INTERPRETATION

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LICENSEE and their respective counsel have had

equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"LICENSEE":

Witnesses:

LIVING WATER SURF SCHOOL LLC, a
Florida Limited Liability Company

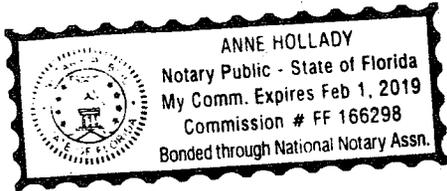
[Signature]
[Signature] SCOTT R MOORE

By: [Signature]
Title: Owner/Director

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day, of June, 2015, by William R. Zimmerman, owner/director of Living Water Surf School LLC, a Florida Limited Liability Company who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA
Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)
FF 166298
Commission Number

l:agr/regr/2015-754f
6/09/15

Exhibit 1
Scope of Services for Licensee
Living Water Surf School LLC
License Agreement

Scope of Work

Living Water Surf School, LLC

- Provide safe environment for all campers
- Maintain a 5:1 ratio of Instructors to Students
- Instructors to be CPR and First Aid Certified
- Provide one Certified Lifeguard onsite during the duration of the Camp
- Provide one EMT onsite during the duration of the Camp
- Camp will consist of the following
 - Ocean Awareness
 - Marine Science
 - Beach Games/Activities
 - Surf Instruction
 - Snorkeling/Free Swim



**Exhibit 2
Scope of Services for City
Living Water Surf School LLC
License Agreement**

**City of Pompano Beach Parks, Recreation, & Cultural Arts Department
Scope of Services**

- City is responsible for accepting payment from instructor at the Emma Lou Olson Civic Center prior to the commencement of camp during regular business hours, Monday-Thursday: 8:30a-8:30p, Friday: 8:30a-4:30p, Saturday: 8:30a-3:30p
- The City shall determine whether expansion of the activities can be permitted.
- The City shall designate a specific area for the Living Water Surf Summer Camp to take place. The City reserves the right to change the area at any time due to unforeseen circumstances.
- The City will supply receipt of payment and pertinent camp information to the Parks and Recreation Program Administrator or designee as well as Ocean Rescue. The Parks & Recreation Manager will provide the Beach Patrol Captain with the aforementioned information as well as the signed contract once it has been executed.

**Exhibit 3
City's Youth Programs
Background Screening Policy
Living Water Surf School LLC
License Agreement**

**CITY OF POMPANO BEACH
ADMINISTRATIVE POLICY**

TITLE:	Youth Program Background Screening Policy	Number:	500.06
		Effective:	3-10-04
		Revised:	8-27-07
		Revised:	7-23-08
		Revised:	8-2-10

In an effort to ensure that the City of Pompano Beach provides a safe place for children to learn and enjoy recreation programs, and in an effort to acquire and retain volunteers and instructors who are more likely to safely interact with participants in programs, the Parks and Recreation Department will conduct criminal background screening on all prospective volunteers and instructors, and based upon the recommended guidelines for credentialing set by the National Recreation and Park Association, shall establish and enforce criteria for disqualification of applicants.

(1) The following shall constitute grounds for disqualification of an applicant:

(a) The applicant has been found guilty of any of the following crimes listed below:

“Guilty” means that a person was found guilty following a trial, entered a guilty plea or entered a no contest plea, accompanied by a court finding of guilt, regardless of whether there was an adjudication of guilt (conviction) or a withholding of guilt. Acquittal, Nolle Prose, or dismissal of charges shall not be included in said definition:

1. **SEX OFFENSES INVOLVING CHILDREN**

>All Sex Offenses and Offenses involving children or the abuse of children – regardless of the amount of time since offense. Examples include but are not limited to child molestation, rape, sodomy, prostitution, indecent exposure.

2. **FELONIES**

>All Felony Offenses involving violence – regardless of the amount of time since the offense. Examples include but are not limited to: murder, attempted murder, manslaughter, aggravated battery, aggravated assault, kidnapping, robbery.

**CITY OF POMPANO BEACH
ADMINISTRATIVE POLICY**

PAGE 2

TITLE:	Youth Program Background Screening Policy	Number:	500.06
		Revised:	8-2-10

>All Felony Offenses, other than those for violence, sex, or offenses involving children, within the past seven (7) years of the date of the application. Examples include but are not limited to: drug offenses, theft.

3. MISDEMEANORS

>All Misdemeanor offenses involving violence within the past five (5) years of the application date. Examples include but are not limited to: simple battery, assault, domestic violence.

>Any three (3) or more Misdemeanor drug offenses or alcohol offenses, or any combination of same within the past five (5) years of the application date. Examples include, but are not limited to, driving under the influence, possession of marijuana, disorderly conduct, possession of drug paraphernalia.

>Any other Misdemeanor offense within the past five (5) years of the application date that would be considered a potential danger to children or that is directly related to the function of that coach. Examples include but are not limited to contributing to the delinquency of a minor, providing alcohol to a minor, petty theft of money.

- (b) Pending prosecution of offenses listed under subsection (a.) above.
- (c) Falsification of any requested information on the application.

**CITY OF POMPANO BEACH
ADMINISTRATIVE POLICY**

PAGE 3

TITLE:	Youth Program Background Screening Policy	Number:	500.06
		Revised:	8-2-10

- (d) Any person who at the time of the application is serving a period of Community Control or probation for any offense. No such person shall be eligible until all supervision has terminated and all provisions of the sentence have become final.


Dennis W. Beach, City Manager

RELEASE AND INDEMNIFICATION AGREEMENT

STATE OF FLORIDA

COUNTY OF BROWARD

1. Instructor shall conduct its activities or courses upon the premises designated by City so as not to endanger any person thereon, and agrees to INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY OF POMPANO BEACH and any and all of its officers, Commissioners, agents and employees from any and all claims of losses, injuries, damages and liabilities of whatever kind or nature including attorney's fees, to any persons, their personal representatives, assigns, heirs, next of kin or to any property occasioned wholly or in part by the acts or omissions of Instructor, his/her agents, employees, guests, officers, invitees, patrons or any person or persons admitted to or invited upon said premises while said premises are used by or under control of Instructor.

2. City assumes no responsibility whatsoever for any property placed on said premises and Instructor hereby expressly RELEASES AND DISCHARGES CITY from any and all liability from any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of said premises pursuant to this agreement.

THE UNDERSIGNED further expressly agrees that the foregoing Release and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of this State and County in which the activities are held or conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY signs this Agreement along with its included Release and Indemnification Agreement and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.



Telephone: 866-986-7442
Fax: 866-986-1282

Welcome Jonathan Nasser

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View Results (133)

Archived Results (1,465)

Show 25 entries
Display All Results

<input checked="" type="checkbox"/>	SSN	Name	Reference	Requestor	Requested	Posted	Alert	Status	
<input type="checkbox"/>	XXX-XX-5300	BARTHOLOMEW, BRETT	SURF CAMP	Kaitlyn Kerr	2015-04-17	2015-04-21		Complete	View
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<input type="checkbox"/>	XXX-XX-8934	WINGEIER, JORDAN L	SURF CAMP	Kaitlyn Kerr	2015-04-17	2015-04-21		Complete	View
<input type="checkbox"/>	XXX-XX-8354	MCNABB, NICHOLAS D	SURF CAMP	Kaitlyn Kerr	2015-04-17	2015-04-21		Complete	View
<input type="checkbox"/>	XXX-XX-4307	LONG, KRISTOFER	SURF CAMP	Kaitlyn Kerr	2015-04-17	2015-04-21		Complete	View
<input type="checkbox"/>	XXX-XX-7354	AGUILAR, HUGO	SURF CAMP	Kaitlyn Kerr	2015-04-17	2015-04-21		Complete	View
<input type="checkbox"/>	XXX-XX-1742	ZIMMERMAN, WILLIAM	SURF CAMP	Kaitlyn Kerr	2015-04-17	2015-04-21		Complete	View
<input type="checkbox"/>	XXX-XX-2387	ALELLO, TAYLOR	SURF CAMP	Kaitlyn Kerr	2015-04-17	2015-04-21		Complete	View
<input type="checkbox"/>	XXX-XX-3386	MAGNUSON, RYAN	SURF CAMP	Kaitlyn Kerr	2015-04-17	2015-04-21		Complete	View
<input type="checkbox"/>	XXX-XX-2389	STEWART, DAVID M	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-20		Complete	View
<input type="checkbox"/>	XXX-XX-5782	GANNOTTA, SHANE	T-BALL	Bobbi Palat	2015-04-16	2015-04-20		Complete	View
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<input type="checkbox"/>	XXX-XX-8098	ROZIER, STEVEN S	MN	Jonathan Nasser	2015-04-14	2015-04-17		Complete	View
<input type="checkbox"/>	XXX-XX-3293	DAVIS, RAU L	MM	Jonathan Nasser	2015-04-15	2015-04-17		Complete	View
<input type="checkbox"/>	XXX-XX-9999	CONTRERAS, MARIA G	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-16		Complete	View
<input type="checkbox"/>	XXX-XX-2968	ZALDIVAR, RENEE		Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	View
<input type="checkbox"/>	XXX-XX-4669	BAKATSELOS, ELENI	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	View
<input type="checkbox"/>	XXX-XX-8914	JORDAN, CHRISTINA	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	View
<input type="checkbox"/>	XXX-XX-4529	CALABRO, RICHARD	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	View
<input type="checkbox"/>	XXX-XX-3795	MARIMON, ARMANDO	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	View
<input type="checkbox"/>	XXX-XX-0347	KRAMER, BRITNEY	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	View
<input type="checkbox"/>	XXX-XX-2466	MOTTA, LUKE	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	View
<input type="checkbox"/>	XXX-XX-9288	MARTIN, JACK R	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	View
<input type="checkbox"/>	XXX-XX-7975	VIGARINO, VALENCIA M	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	View

Displaying 1-25 of 133 entries

[First](#) [Previous](#) [Next](#) [Last](#)

1 2 3 4 5 6

Print All Selected

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Select All Results

Deselect All Results

Click here to check pending status on requests not displayed

Legend

Alert Statuses

- Indicates Derogatory Information has been Found for an Applicant
- Report has been viewed
- Order more searches for an applicant
- Email your account manager regarding a result
- View an attachment that has been sent with a result
- Maintain notes on the applicant

NOTE: All reports are viewed using the Adobe Acrobat Reader. If you don't already have this software, then click the image below to download a free copy.



EXHIBIT 4

INSURANCE REQUIREMENTS

LICENSEE shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone (954 786-5555) or email (eddie.beecher@copbfl.com) should you have any questions regarding the terms and conditions set forth in this exhibit. Proof of the insurance coverage required hereunder shall be mailed to Risk Management, PO Box 1300, Pompano Beach, FL 33061.

LICENSEE is responsible to deliver to the CITY's Risk Manager for his timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by LICENSEE, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by LICENSEE under this Agreement.

Throughout the term of this Agreement, LICENSEE and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which LICENSEE is obligated to pay compensation to employees engaged in the performance of the work. LICENSEE further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from LICENSEE's negligent acts or omissions in connection with LICENSEE's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY: Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

xx	comprehensive form	bodily injury and property damage
xx	premises - operations	bodily injury and property damage
__	explosion & collapse hazard	
__	underground hazard	
xx	products/completed operations hazard	bodily injury and property damage combined
xx	contractual insurance	bodily injury and property damage combined
xx	broad form property damage	bodily injury and property damage combined
xx	independent contractors	personal injury
xx	personal injury	
xx	sexual abuse/molestation	Minimum \$100,000 Per Occurrence and \$100,000 Per Aggregate

AUTOMOBILE LIABILITY: Proof of Bodily injury (each person bodily injury (each accident), property damage, bodily injury and property damage combined, required based on scope of services.

- xx comprehensive form
- xx owned
- xx hired
- xx non-owned

REAL & PERSONAL PROPERTY

__ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY		Per Occurrence	Aggregate
__ other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
__ * Policy to be written on a claims made basis		\$1,000,000	\$2,000,000

C. Employer's Liability. LICENSEE and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the

minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the LICENSEE, the LICENSEE shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. LICENSEE hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then LICENSEE shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should LICENSEE enter into such an agreement on a pre-loss basis.



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

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation insurance to cover these employees. The State of Florida allows your company to operate without this insurance, however, you are required by the State to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of their lack of entitlement to benefits" as described in Chapter 440 of the Florida Statutes.

The City of Pompano Beach requires: **ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.**

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at the Purchasing office, Building C, 1190 N.E. 3 Avenue, Pompano Beach, 33060. If you have any questions about this letter please telephone me at (954) 786-4098.

Very truly yours,

Otis J. Thomas
Purchasing Agent

Living Water Surf School has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida. Living Water Surf School agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.

[Signature]
Signature

6/18/15
Date

William Zimmerman, Owner/Director
Name and Title (print)

APPROVED
RISK MANAGER
ON: 06/18/15
BY: [Signature]



POS SALES RECEIPT

Receipt # 855217
Payment Date: 06/02/15
Household #: 28295

Emma Lou Olson Civic Center
1801 NE 6th Street
Pompano Beach FL 33060

Living Water Surf School, LLC
P.O. Box 8525
Deerfield Beach FL 33443

Hm Ph: (954)673-8933

Phone: (954)786-4111

POS Transaction Details

Misc: Surf Camp, 146
Quantity: 1

Table with 5 columns: Fees + Tax, Discount, Prev Paid, Cur Paid, Amount Due. Values: 3,300.00, 0.00, 0.00, 3,300.00, 0.00

Processed on 06/02/15 @ 15:34:05 by BGC

NEW AMOUNT DUE 3,300.00

PREVIOUS NET HOUSEHOLD BALANCE 0.00

TOTAL DUE 3,300.00

TOTAL PAID 3,300.00

NEW NET HOUSEHOLD BALANCE 0.00

Payment of ==> 3,300.00 Made By ==> CHECK With Reference ==> Living Water Surf Sc; #2739

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name**Florida Limited Liability Company

LIVING WATER SURF SCHOOL LLC

Filing Information

Document Number	L05000009481
FEI/EIN Number	731726250
Date Filed	01/31/2005
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	10/20/2006
Event Effective Date	NONE

Principal Address900 SE 14TH COURT
DEERFIELD BCH., FL 33441

Changed: 04/19/2011

Mailing Address900 SE 14TH COURT
DEERFIELD BCH., FL 33441

Changed: 04/19/2011

Registered Agent Name & AddressZIMMERMAN, WILLIAM R
900 SE 14TH COURT
DEERFIELD BCH., FL 33441

Address Changed: 04/30/2009

Authorized Person(s) Detail**Name & Address**

Title MGRM

ZIMMERMAN, WILLIAM R
900 SE 14TH COURT
DEERFIELD BCH., FL 33441Annual Reports

Public License Information

License Number:	15-00085712
Business Control:	4458873
Location ID:	000026178

Business Name & Address		Mailing Address
LIVING WATER SURF SCHOOL LLC 3424 NE 16 ST PARK POMPANO BEACH FL 33062		ZIMMERMAN, WILLIAM 900 SE 14 CT DEERFIELD BEACH FL 33441
Date Opened:	05/14/2015	
Federal Tax ID:	731726252	
Business Phone:	(954) 673-8933	
Contractor Flag:		
Type of Ownership:	LC	
Status:	Active	

Owner Information
LIVING WATER SURF SCHOOL LLC

License Information	
Classification:	094-014 INSTRUCTOR-ALL OTHER
License Status, Date:	ACTIVE, 05/21/2015
Appl, Issue Date:	05/20/2015, 05/21/2015
License Valid Thru Date:	09/30/2015

Additional Requirements

Code	Description	Document Number	Expiration Date
ZN	ZONING	YES	0
ZD	ZONING DISTRICT	RM45	0
SQFT	SQUARE FOOTAGE	N/A	0
NOEMP	NUMBER OF EMPLOYEES	10	0
NAICS	NA IND CLASS CODE	61	0
CRA	CRA	NA	0



RECORDS, TAXES AND TREASURY

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ATTENTION TAXPAYERS: Please be advised of the NON-REFUNDABLE processing fees for credit and debit card transactions. Credit cards are charged 2.55% of the amount charged (\$2.00 minimum fee). Domestic Visa Consumer Check cards will be assessed a fee of \$3.95 per transaction *if you select 'Debit Card'*. Thank you.

The annual Tax Certificate Sale for delinquent 2014 and prior year tax accounts is in progress. **During this period ALL online payments have been disabled, and we are unable to accept payments at the Tax Collector's Office until this sale is closed and balanced.** We anticipate being able to accept payments by **June 15th**, once all accounts for which a Certificate was issued are updated with additional statutory fees, penalties, and interest. **The Tax Collector's Office is unable to provide any updated tax balances for these accounts until June 15th.** After the Sale is balanced, payment in full can be made online or at our Office with: qualifying credit card (with fee), cashier's check, money order, or cash for the redemption of issued Tax Certificates. Please verify the new outstanding balance before making any payment to avoid a shortage. Thank You.

2015 Details — Business Tax Account LIVING WATER SURF SCHOOL LLC

Business Tax Account #125872

[Account details](#)

[Account history](#)

2016
preliminary
\$0.00 due

2015

Paid

Account number: 125872
 Business start date: 05/06/2015
 Business address: LIVING WATER SURF SCHOOL
 LLC
 3424 NE 16 ST
 POMPANO BEACH, FL 33062
 Physical business location: POMPANO BEACH

Owner(s): WILLIAM ZIMMERMAN
 900 SE 14 CT
 POMPANO BEACH, FL 33441
 Mailing address: WILLIAM ZIMMERMAN
 900 SE 14 CT
 POMPANO BEACH, FL 33441

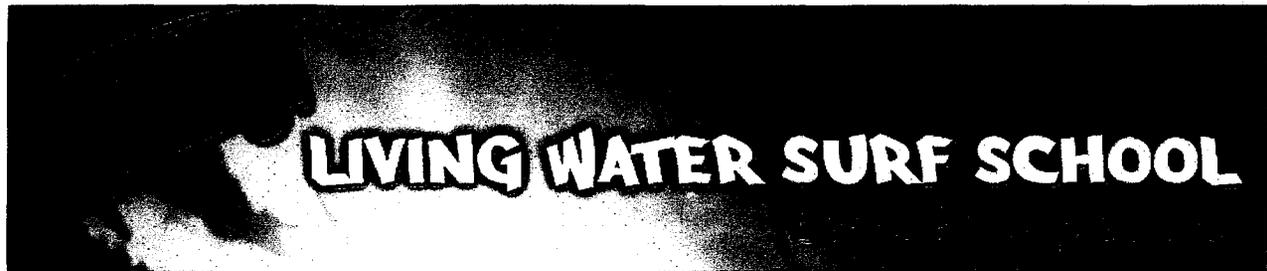
- [Print account application \(PDF\)](#)
- [Print exemption application \(PDF\)](#)

Receipts And Occupations

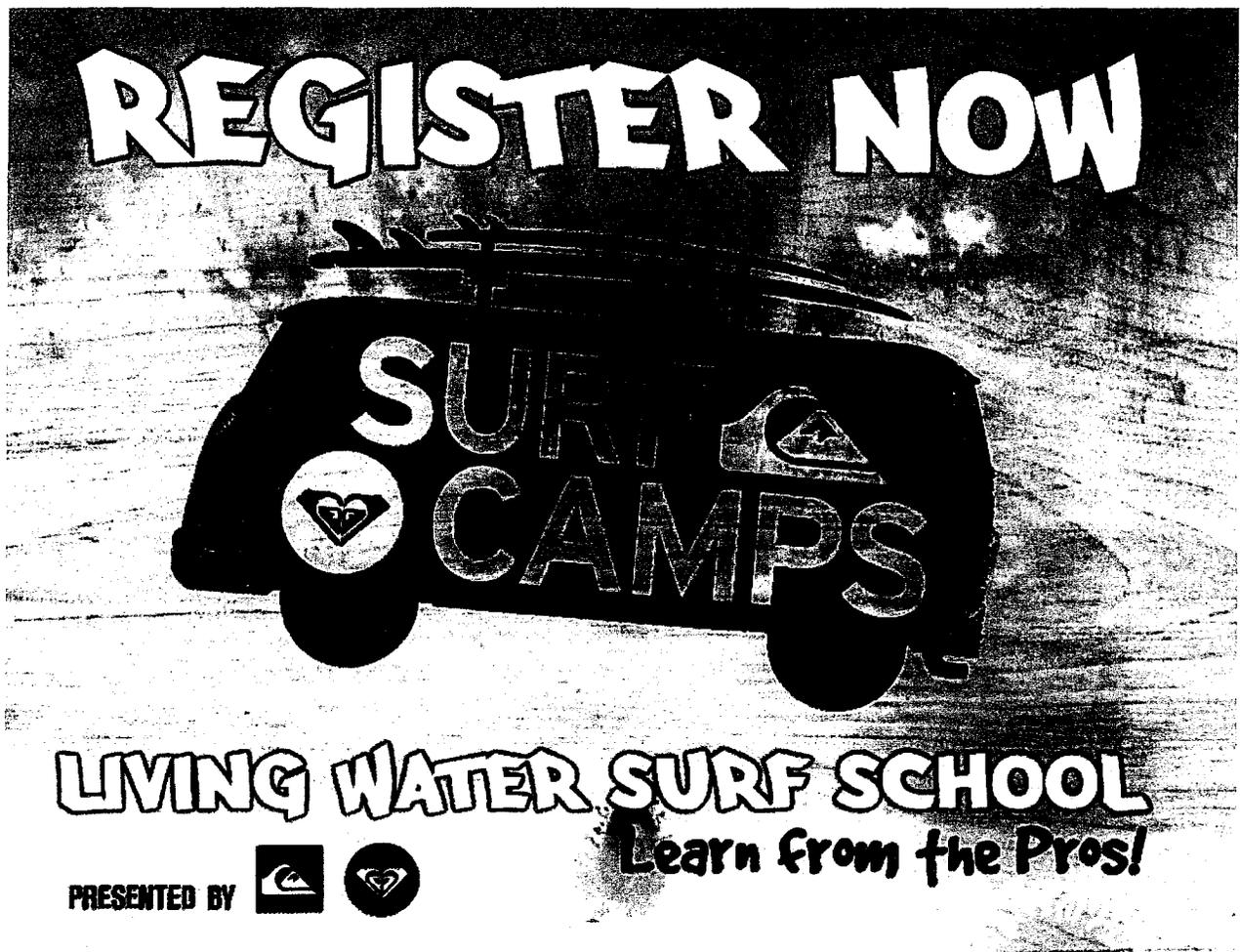
Receipt 349-268978

SCHOOL	05/06/2015–09/30/2015	Units: 10	Paid 2015-05-06 \$22.50
OTHERS			Receipt #04B-14-00009026

[Home](#) | [About Us](#) | [Quiksilver & Roxy Surf Camps](#) | [Surf Lessons](#) | [Surf Parties and Special Events](#) | [Contact Us](#) | [Register](#)



SUMMER SURF CAMP 2015



[Register Now!!! Click here](#)

Location: 16th Street – Pompano Beach

Cost: 1 week camp \$299 Full Day / \$199 Half Day

Sign Up before Friday May 1 and save \$40 on Full Days / \$20 on Half Days!!!

Siblings & multiple week sign-ups receive 10% off

Dates: June. 1 – August 28 — one-week camps

Time: Full Day: 9am – 3pm Half Day: 9am – 12:30pm

Ages: 5 – 16 years – Boys and Girls

REGISTRATION:

For your convenience we offer two ways to sign up!!!

Online: [CLICK HERE](#) (\$4.95 fee)

By Mail: Please download the registration form and mail to:

Surf Camp Registration Form

Living Water Surf School

P.O. Box 8525

Deerfield Beach, FL 33443

Refund Policy:

A \$100 fee will be charged for all refunds except if a class is cancelled. Refunds will be granted only if the request is made at least 48 hours prior to the first day of camp.



: Website by Boca Raton Photography & Design.

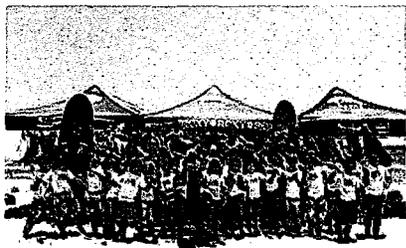
[Switch to our mobile site](#)

Home | About Us | Quiksilver & Roxy Surf Camps | Surf Lessons | Surf Parties and Special Events | Contact Us | Register



About Surf Camps

Learn to surf or improve your surfing skills this Summer Break with Living Water Surf School, presented by Quiksilver and professional surfer William "Skeeter" Zimmerman. Skeeter and his staff of accomplished instructors will help you enjoy and appreciate the ocean and experience the supreme pleasures of The Sport of Kings. Skeeter has shared his passion for surfing and knowledge of the sport with thousands of students during his 12 years as a surf instructor. His expertise is strengthened by his friendship with other professional surfers who will make guest appearances at the camp and assist Skeeter and his staff of CPR certified and life guard trained instructors.



- South Florida's Premiere Surf Camps!!! Learn From A Pro Surfer!!!

Each morning your child will be met by our program's skilled instructors on the oceanfront at 16th Street, Pompano Beach. This is an excellent site with user-friendly waves, a sandy bottom, and a safe environment for teaching your child how to enjoy and appreciate the ocean.

- Living Water Surf School offers the only Quiksilver/Roxy Surf Camps in Florida!

Instruction will focus around Ocean Awareness and Surfing Fundamentals. In addition, students will learn firsthand about such topics as waves and tides, marine biology, coastal ecology, and beach profiles. Students may also participate in skimboarding, snorkeling, beach games, and towed tubing or wakesurfing (Wave runners driven by instructors only).



- Remember, the best surfer is the one having the most fun!!!

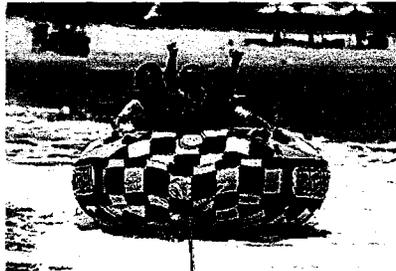
Each morning will begin with light stretching and exercises for young surfers. A professional surfer will be on hand to discuss his experiences surfing around the globe and competing in international surf events. A member of the Surfrider Foundation will visit to explain this organization's role in helping preserve our ocean environment. Various surf industry professionals (surfboard shaper, sales representative, photographer, team manager) will make guest appearances to describe their role in the surf industry.

Each week will culminate with a surf contest, complimentary pizza party, and giveaways from Quiksilver, Roxy, and area surf shops.

Campers need to pack a lunch each day, except Friday.

No surfing experience necessary/must be able to swim.

Register Now!!! [Click here](#)



: Website by Boca Raton Photography & Design.

[Switch to our mobile site](#)

Meeting Date: July 14, 2015

Agenda Item

4

REQUESTED COMMISSION ACTION:

X Consent Ordinance X Resolution Consideration/ Discussion Presentation

SHORT TITLE A resolution of the City of Pompano Beach, approving and authorizing the proper city officials to execute a license agreement between the City of Pompano Beach and Hola Mundo!, LLC to provide a bilingual summer camp for boys and girls ages four to thirteen years.

Fiscal Impact: Licensee shall pay City a one-time fee of \$1,500 as compensation for the use of Beach Pavilion #2

Summary of Purpose and Why:

The agreement is for Hola! Mundo, LLC to provide a bilingual summer camp for boys and girls ages four to thirteen years, which exposes them to the Spanish language and also provides various other educational art activities. The camp will be held at Beach Pavilion #2 from June - September 2015. The licensee will pay the city a one-time fee of \$1,500 as compensation for the use of Beach Pavilion #2.

- (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: June - September 2015
- (4) Fiscal impact and source of funding: The licensee shall pay the city a one-time fee of \$1,500 as compensation for the use of Beach Pavilion #2.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	<u>6-22-15</u>	<u>Approve</u>	<u>[Signature]</u>
Internal Audit	<u>6-23-15</u>	<u>Approve</u>	<u>[Signature]</u>
Risk Management	<u>6-23-15</u>	<u>Approved</u>	<u>[Signature]</u>
City Attorney	<u>6/24/15</u>		<u>[Signature]</u>

X City Manager [Signature] [Signature]

ACTION TAKEN BY COMMISSION:

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



MEMORANDUM

Parks, Recreation & Cultural Arts

Memorandum 15-A087

DATE: June 19, 2015

TO: Dennis Beach, City Manager

FROM: Mark Beaudreau, Recreation Programs Administrator *MB*

SUBJECT: Agenda Item – License Agreement Hola Mundo!, LLC

Please place the attached agreement on the July 23, City Commission Agenda. The agreement is for Hola Mundo!, LLC to provide a bilingual summer camp for boys and girls ages four to thirteen years, which exposes them to the Spanish language and also provides various other educational art activities. The camp will be held at Beach Pavilion #2 from June – September 2015. Hola Mundo!, LLC will pay the city a one-time fee of \$1,500 as compensation for the use of Beach Pavilion #2.

If you have any questions regarding the agenda item please call me at 954-786-4191.

afh



City Attorney's Communication #2015-1116

June 11, 2015

TO: Mark A. Beaudreau, Recreation Programs Administrator
FROM: Fawn Powers, Assistant City Attorney
RE: Resolution and License Agreement Hola Mundo!, LLC

As requested, the above-referenced 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 LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND HOLA MUNDO!, LLC TO PROVIDE A BILINGUAL SUMMER CAMP FOR BOYS AND GIRLS AGES FOUR TO THIRTEEN YEARS; PROVIDING AN EFFECTIVE DATE.

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



FAWN POWERS

FP/ds
l:cor/rect/2015-1116f
Attachments

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND HOLA MUNDO!, LLC TO PROVIDE A BILINGUAL SUMMER CAMP FOR BOYS AND GIRLS AGES FOUR TO THIRTEEN YEARS; 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 Hola Mundo!, LLC to provide a bilingual summer camp for boys and girls ages four to thirteen years, 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 Hola Mundo!, LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

FP/ds

6/11/15

l:reso/2015-386f

City of Pompano Beach

LICENSE AGREEMENT

with

Hola Mundo!, LLC

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- Exhibit 2 Scope of Services for City
- Exhibit 3 CITY's Youth Programs Background Screening Policy
- Exhibit 4 Insurance Requirements

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”), entered into this _____ day of _____, 2015, by and between:

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

and

HOLA MUNDO!, LLC, a Florida Limited Liability Company (hereinafter “LICENSEE”).

WHEREAS, LICENSEE provides a bilingual summer camp for boys and girls ages 4 to 13 years which exposes them to the Spanish language and also provides various other educational and art activities as set forth in Exhibit 1 (the “Program”); and

WHEREAS, LICENSEE is able and prepared to provide the services and the insurance set forth in Exhibits 1 and 4 attached hereto and made a part hereof; and

WHEREAS, subject to the terms of this Agreement, LICENSEE may use Pavilion #2 located on the beach just north of the Pompano Beach Pier which is owned by the CITY (the “Property”) to operate the Program at days and times to be mutually agreed upon by the parties; 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 Hola Mundo!, LLC.** LICENSEE makes the following representations to CITY which CITY relies upon in entering into this Agreement.

1. Hola Mundo!, LLC is a Florida Limited Liability company duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

2. LICENSEE's execution, delivery, consummation and performance under this Agreement will not violate or cause Hola Mundo!, LLC 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 Hola Mundo!, LLC 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 Hola Mundo!, LLC or its principals that LICENSEE is aware of which would have any material effect on LICENSEE's ability to perform its obligations under this Agreement.

5. LICENSEE represents it has the ability, skill and resources to complete its requisite responsibilities under this Agreement.

6. The standard of care for all services furnished by LICENSEE and its employees, subcontractors or other agents under this Agreement will be the skill and care used by other surf camp instructors currently practicing under similar circumstances in the same locality.

7. The CITY shall be entitled to rely upon the administrative, teaching and technical skills of LICENSEE or by others authorized by LICENSEE under this Agreement.

8. LICENSEE represents and warrants it has and will continue to maintain all licenses and approvals required to conduct business and provide services under this Agreement and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 2 NON-ASSIGNABILITY AND SUBCONTRACTING

This Agreement is not assignable and LICENSEE agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity.

Any attempt by LICENSEE to assign or transfer any of its rights or obligations under this Agreement without first obtaining the CITY's written approval will result in CITY's immediate cancellation of this Agreement. Specifically, no assignment of any right or obligation under this Agreement shall be binding on the CITY without the written consent of the City Commission of Pompano Beach.

In addition, this Agreement and the rights and obligations therein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership, and in the event of LICENSEE's insolvency or bankruptcy, CITY may at its option terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of LICENSEE hereunder shall immediately cease and terminate.

Nothing herein shall be construed to create any personal liability on the part of the CITY or its agent(s) nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and LICENSEE.

ARTICLE 3 TERM AND RENEWAL

The term of this Agreement shall commence June 16, 2015 and end September 30, 2015. The CITY reserves the right to extend this Agreement with two renewal options provided both parties agree in writing to said extension. Renegotiation should commence at least 45 days prior to normal termination.

ARTICLE 4 RESPONSIBILITIES OF LICENSEE

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

LICENSEE shall provide the services set forth below and in Exhibit 1 at the Property, including such other duties as the CITY may, from time to time, require.

1. LICENSEE shall plan, administer and coordinate all aspects of the Program at the Property, including supervising all LICENSEE's instructors, employees, volunteers and other representatives or agents.

2. LICENSEE is responsible for hiring and managing its own administrative and teaching staff, all of which shall be a minimum of eighteen (18) years old, under LICENSEE's exclusive direction and control and not deemed employees or agents of the CITY.

3. LICENSEE shall be solely responsible for compensating its administrative and teaching staff and complying with all federal, state and local laws, ordinances and regulations pertaining to employment of such persons including, but not limited to, the provisions of workers' compensation insurance and all other benefits required by law.

4. LICENSEE shall be responsible to ensure that all its administrative and teaching staff, employees, volunteers and other agents or representatives are suitable for employment in a municipal facility in terms of general character, knowledge, ability, public relations potential, manner and conduct.

5. LICENSEE shall promptly respond to complaints from the CITY and patrons of the Program regarding its staff or other representatives and timely take appropriate disciplinary action as warranted by the circumstances.

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

8. 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.

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

**ARTICLE 5
RESPONSIBILITIES OF CITY**

A. CITY is responsible to provide the services set forth in Exhibit 2 and to also maintain the Property and surrounding outdoor areas, including the building systems (plumbing, electrical, painting, ceilings, walls, floors, roof, public restrooms, etc.) and general maintenance (shrubbery and lawn care, garbage pickup, etc.).

B. CITY shall provide LICENSEE with the use of Property for the reasons set forth herein at days and times which have been pre-approved in writing by the CITY's Recreation Programs Administrator. Interruptions in availability of Property due to acts of God or any other circumstance beyond the CITY's control shall not be considered a violation of this paragraph.

**ARTICLE 6
COMPENSATION, ACCOUNTING, RECORDKEEPING AND BACKGROUND
CHECK PROCEDURES**

A. LICENSEE shall pay the CITY a one-time fee of \$1,500 payable one week in advance of the Program's commencement as compensation for the use of the Property and services hereunder.

B. LICENSEE shall be required to record and preserve complete and accurate records for all activities and revenues generated under this Agreement for a period of five (5) years after its termination or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes. However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings.

C. Upon reasonable notice, LICENSEE shall make available locally at a reasonable time for CITY's examination, inspection and audit all membership rosters; attendance, financial and statistical records; federal/state tax returns; and any other documents or records directly or indirectly related to LICENSEE's provision of goods and services hereunder. LICENSEE's failure to timely comply with the provisions of this paragraph shall be deemed a material breach which entitles CITY to terminate this Agreement in accordance with Article 12 herein.

D. LICENSEE, its employees, volunteers, subcontractors and all other agents providing services under this Agreement shall comply with the CITY's Youth Programs Background Screening Policy as set forth in Exhibit 3. At least one week prior to LICENSEE or any of its agents providing services under this Agreement, LICENSEE shall provide the CITY's Contract Administrator a completed and fully-executed Release on all such persons so that CITY, at its sole cost, can conduct the background checks required hereunder. CITY reserves the right to refuse to permit LICENSEE or any of its agents to provide services under this Agreement based upon the grounds for disqualification as stated in the Youth Programs Background Screening Policy.

ARTICLE 7
CITY'S RIGHT TO AUTHORIZE USE OF THE PROPERTY

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

ARTICLE 8
LICENSEE'S INDEMNIFICATION OF CITY

A. LICENSEE shall indemnify, defend and save harmless the CITY from and against all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of whatsoever kind arising directly or indirectly out of or in connection with the provision of services and merchandise under this Agreement whether same occurs or the cause arises on or away from the Property.

B. LICENSEE shall be solely responsible for insuring all stock and inventory at Property 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 Property 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 Property.

ARTICLE 9
INSURANCE

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth on the standardized insurance form attached as Exhibit 4. LICENSEE shall not commence operations under this Agreement until certification or proof of insurance detailing terms and provisions of coverage has been received and approved by the CITY's Risk Manager

ARTICLE 10
INDEPENDENT CONTRACTOR

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

ARTICLE 11
DEFAULT AND DISPUTE RESOLUTION

A. If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference.

B. If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) calendar days to cure said default after written notice to the other in accordance with Article 15 herein.

C. If the party receiving written notice of default provides written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within ten (10) calendar days after receipt of written notice and is continuing, either party may appeal in writing to the City Manager for the CITY in accordance with Article 15 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 15 herein shall not apply and it shall be lawful for CITY to immediately terminate this Agreement and in addition to any other remedies provided by law, CITY may possess itself of all rights and privileges heretofore enjoyed by LICENSEE.

ARTICLE 12 TERMINATION

The CITY may terminate this Agreement, in whole or in part, for convenience, cause, default or negligence upon forty-five (45) days advance written notice to LICENSEE in accordance with Article 15 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 15 herein.

ARTICLE 13 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 14 PUBLIC ENTITY CRIMES ACT

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

ARTICLE 15 NOTICES AND DEMANDS

Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing,

sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

For CITY:

City Manager
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:

Adriana Chambliss
Hola Mundo!, LLC
3125 Estates Drive
Pompano Beach, Florida 33060
holamundocamp/comcast.net
754 235-0995 phone

**ARTICLE 16
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 17
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.

Adriana Chambliss shall serve as LICENSEE's Contract Administrator during the performance of services under this Agreement.

**ARTICLE 18
NO CONTINGENT FEE**

LICENSEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LICENSEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for LICENSEE any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of LICENSEE's breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability and, at CITY's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 19
ATTORNEY'S FEES**

In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs. The provisions of this paragraph shall survive termination of this Agreement.

**ARTICLE 20
FORCE MAJEURE**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force majeure.

If CITY or LICENSEE are unable to perform, or are delayed in their performance of any obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure.

In order to be entitled to the benefit of this Article, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and also diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this Article, time is of the essence.

**ARTICLE 21
WAIVER AND MODIFICATION**

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 22
RELATIONSHIP BETWEEN THE PARTIES**

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

**ARTICLE 23
MISCELLANEOUS TERMS AND CONDITIONS**

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

B. 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.

**ARTICLE 24
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 25
APPROVALS**

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

ARTICLE 26
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 27
BINDING EFFECT

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

ARTICLE 28
NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 29
LICENSE NOT LEASE

Both parties acknowledge and agree this license shall not be deemed a lease of the Property but rather a license granted to LICENSEE by CITY to provide the Program services contemplated herein.

ARTICLE 30
ENTIRE AGREEMENT AND INTERPRETATION

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LICENSEE and their respective counsel have had

equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

(SEAL)

ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

LICENSEE":

Witnesses:

HOLA MUNDO!, LLC, a Florida Limited Liability Company

[Signature]
Kathryn Kerr
Print Name

By: ADRIANA CHAMBLISS

Title: owner

[Signature]
Jonathan Nasser
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

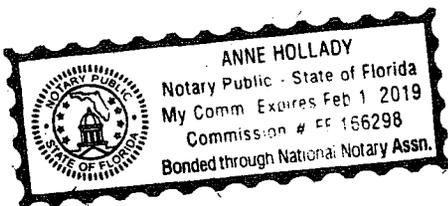
The foregoing instrument was acknowledged before me this 16 day of June, 2015, by Adriana Chambliss, as managing member of Hola Mundo!, LLC, a Florida Limited Liability Company, who is personally known to me or who has produced Florida Drivers License (type of identification) as identification.

NOTARY'S SEAL:

Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

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

FF 166298
Commission Number



l:agr/recr/2015-1121f
6/11/15



Exhibit 1
Scope of Services for Licensee
Hola Mundo!, LLC
License Agreement

Hola Mundo Beach Camp scope of service:

Hola Mundo Beach Camp is a bilingual camp for boys and girls ages 4 to 13 years old, where there is nonstop learning and playing sports at the beach. We are proud to offer a complete program full of educational activities at the beach, but our emphasis that the campers will be exposed to the Spanish language. Our team of Spanish teachers and college students in the education field, designs a variety of lesson plans which promote the learning of many concepts in the natural environment setting.

In addition to sports on the sand, organized games, and water sports, Hola Mundo Beach Camp offers an hour or “relaxed” language lesson through different arts activities, including dancing, singing, culture, beach arts and crafts and sand sculpting, latin american cooking class! Our age-appropriate educational games that promote language acquisition are also offered to our campers.

Hola Mundo Beach Camp runs from June 8th to July 17, Monday through Friday. From 8:30 am to 1:30 pm. The Camp is located near Pavilion 2 and 3, north of the Pompano Pier.



**Exhibit 2
Scope of Services for City
Hola Mundo!, LLC
License Agreement**

**City of Pompano Beach Parks, Recreation, & Cultural Arts Department
Scope of Services**

- City is responsible for accepting payment from instructor at the Emma Lou Olson Civic Center prior to the commencement of camp during regular business hours, Monday-Thursday: 8:30a-8:30p, Friday: 8:30a-4:30p, Saturday: 8:30a-3:30p
- The City shall determine whether expansion of the activities can be permitted.
- The City shall designate a specific area for the Hola Mundo Summer Camp to take place. The City reserves the right to change the area at any time due to unforeseen circumstances.
- The City will supply receipt of payment and pertinent camp information to the Parks and Recreation Program Administrator or designee as well as Ocean Rescue. The Parks & Recreation Manager will provide the Beach Patrol Captain with the aforementioned information as well as the signed contract once it has been executed.

**Exhibit 3
City's Youth Programs
Background Screening Policy
Hola Mundo!, LLC
License Agreement**

**CITY OF POMPANO BEACH
ADMINISTRATIVE POLICY**

TITLE:	Youth Program Background Screening Policy	Number:	500.06
		Effective:	3-10-04
		Revised:	8-27-07
		Revised:	7-23-08
		Revised:	8-2-10

In an effort to ensure that the City of Pompano Beach provides a safe place for children to learn and enjoy recreation programs, and in an effort to acquire and retain volunteers and instructors who are more likely to safely interact with participants in programs, the Parks and Recreation Department will conduct criminal background screening on all prospective volunteers and instructors, and based upon the recommended guidelines for credentialing set by the National Recreation and Park Association, shall establish and enforce criteria for disqualification of applicants.

(1) The following shall constitute grounds for disqualification of an applicant:

(a) The applicant has been found guilty of any of the following crimes listed below:

“Guilty” means that a person was found guilty following a trial, entered a guilty plea or entered a no contest plea, accompanied by a court finding of guilt, regardless of whether there was an adjudication of guilt (conviction) or a withholding of guilt. Acquittal, Nolle Prose, or dismissal of charges shall not be included in said definition:

1. **SEX OFFENSES INVOLVING CHILDREN**

>All Sex Offenses and Offenses involving children or the abuse of children – regardless of the amount of time since offense. Examples include but are not limited to child molestation, rape, sodomy, prostitution, indecent exposure.

2. **FELONIES**

>All Felony Offenses involving violence – regardless of the amount of time since the offense. Examples include but are not limited to: murder, attempted murder, manslaughter, aggravated battery, aggravated assault, kidnapping, robbery.

**CITY OF POMPANO BEACH
ADMINISTRATIVE POLICY**

PAGE 2

TITLE:	Youth Program Background Screening Policy	Number:	500.06
		Revised:	8-2-10

>All Felony Offenses, other than those for violence, sex, or offenses involving children, within the past seven (7) years of the date of the application. Examples include but are not limited to: drug offenses, theft.

3. MISDEMEANORS

>All Misdemeanor offenses involving violence within the past five (5) years of the application date. Examples include but are not limited to: simple battery, assault, domestic violence.

>Any three (3) or more Misdemeanor drug offenses or alcohol offenses, or any combination of same within the past five (5) years of the application date. Examples include, but are not limited to, driving under the influence, possession of marijuana, disorderly conduct, possession of drug paraphernalia.

>Any other Misdemeanor offense within the past five (5) years of the application date that would be considered a potential danger to children or that is directly related to the function of that coach. Examples include but are not limited to contributing to the delinquency of a minor, providing alcohol to a minor, petty theft of money.

- (b) Pending prosecution of offenses listed under subsection (a.) above.
- (c) Falsification of any requested information on the application.

**CITY OF POMPANO BEACH
ADMINISTRATIVE POLICY**

PAGE 3

TITLE:	Youth Program Background Screening Policy	Number:	500.06
		Revised:	8-2-10

- (d) Any person who at the time of the application is serving a period of Community Control or probation for any offense. No such person shall be eligible until all supervision has terminated and all provisions of the sentence have become final.


Dennis W. Beach, City Manager

Telephone: 866-996-7412
 Fax: 866-996-1292


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<input type="checkbox"/>	SSN	Name	Reference	Requestor	Requested	Posted	Alert	Status	
<input type="checkbox"/>	XXX-XX-9999	CONTRERAS, MARIA G	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-16		Complete	View
<input type="checkbox"/>	XXX-XX-2968	ZALDIVAR, RENEE		Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	View
<input type="checkbox"/>	XXX-XX-4669	BAKATSELOS, ELENI	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	View
<input type="checkbox"/>	XXX-XX-8914	JORDAN, CHRISTINA	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	View
<input type="checkbox"/>	XXX-XX-4529	CALABRO, RICHARD	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	View
<input type="checkbox"/>	XXX-XX-3795	MARIMON, ARMANDO	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	View
<input type="checkbox"/>	XXX-XX-0347	KRAMER, BRITTNEY	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	View
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<input type="checkbox"/>	XXX-XX-5772	PECTEAU, HALEIGH M	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	View
<input type="checkbox"/>	XXX-XX-9699	VAN WYK, BEATRIZ	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	View
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<input type="checkbox"/>	XXX-XX-1733	CLEVELAND, COREY	EAGLE FOOTBALL	Bobbi Palat	2015-04-10	2015-04-14		Complete	View
<input type="checkbox"/>	XXX-XX-8127	SMITH, ANTHOIN	EAGLE FOOTBALL	Bobbi Palat	2015-04-07	2015-04-13		Complete	View
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<input type="checkbox"/>	XXX-XX-2026	FORD, BILLY	EAGLE FOOTBALL	Bobbi Palat	2015-04-08	2015-04-13		Complete	View
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<input type="checkbox"/>	XXX-XX-2028	RENAUD, JOEL	EAGLE FOOTBALL	Bobbi Palat	2015-04-09	2015-04-13		Complete	View
<input type="checkbox"/>	XXX-XX-4949	DUNCAN, JOHN	MM	Jonathan Nasser	2015-04-09	2015-04-13		Complete	View
<input type="checkbox"/>	XXX-XX-1009	TURMAN, CHASE	MM	Jonathan Nasser	2015-04-09	2015-04-13		Complete	View

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- View an attachment that has been sent with a result
- Maintain notes on the applicant

NOTE: All reports are viewed using the Adobe Acrobat Reader. If you don't already have this software, then click the image below to download a free copy.



EXHIBIT 4

INSURANCE REQUIREMENTS

LICENSEE shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone (954 786-5555) or email (eddie.beecher@copbfl.com) should you have any questions regarding the terms and conditions set forth in this exhibit. Proof of the insurance coverage required hereunder shall be mailed to Risk Management, PO Box 1300, Pompano Beach, FL 33061.

LICENSEE is responsible to deliver to the CITY's Risk Manager for his timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by LICENSEE, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by LICENSEE under this Agreement.

Throughout the term of this Agreement, LICENSEE and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which LICENSEE is obligated to pay compensation to employees engaged in the performance of the work. LICENSEE further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from LICENSEE's negligent acts or omissions in connection with LICENSEE's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability**

GENERAL LIABILITY: Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

xx	comprehensive form	bodily injury and property damage
xx	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
xx	products/completed operations hazard	bodily injury and property damage combined
xx	contractual insurance	bodily injury and property damage combined
xx	broad form property damage	bodily injury and property damage combined
xx	independent contractors	personal injury
xx	personal injury	
xx	sexual abuse/molestation	Minimum \$100,000 Per Occurrence and \$100,000 Per Aggregate

AUTOMOBILE LIABILITY: Proof of Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined, required based on scope of services.

xx	comprehensive form
xx	owned
xx	hired
xx	non-owned

REAL & PERSONAL PROPERTY

—	comprehensive form	Agent must show proof they have this coverage.
---	--------------------	--

EXCESS LIABILITY		Per Occurrence	Aggregate
—	other than umbrella	bodily injury and property damage combined	\$2,000,000 \$2,000,000

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
—	* Policy to be written on a claims made basis	\$1,000,000	\$2,000,000

C. Employer's Liability. LICENSEE and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the

minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the LICENSEE, the LICENSEE shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. LICENSEE hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then LICENSEE shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should LICENSEE enter into such an agreement on a pre-loss basis.

**Exhibit 4
Insurance Requirements
License Agreement
Hola Mundo!, LLC**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/22/2015

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 FRANCIS L. DEAN & ASSOCIATES OF FLORIDA, LLC. 6027 SW 54TH ST STE 200 OCALA, FL 34474-5547 www.fdeanfl.com (877) 671-3326	CONTACT NAME: PHONE (A/C, No, Ext): (877) 671-3326 FAX (A/C, No): (352) 854-6380 E-MAIL ADDRESS: infofl@fdean.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Hola Mundo, LLC 3125 Estates Drive Pompano Beach, FL 33069	INSURER A : United States Fire Insurance	21113
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: USP178212 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		SRPGPM-101-0415	04/24/2015 12:01 AM	04/24/2016 12:01 AM	GENERAL AGGREGATE	\$2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						PRODUCTS - COMPROP AGG	\$2,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						PERSONAL & ADV INJURY	\$1,000,000.00
							EACH OCCURRENCE	\$1,000,000.00
							FIRE DAMAGE (Any one fire)	\$300,000.00
							MED EXP (Any one person)	\$0.00
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							
A	Sexual Abuse and Molestation	X		SRPGPM-101-0415	04/24/2015 12:01 AM	04/24/2016 12:01 AM	EACH OCCURRENCE	\$100,000.00
							GENERAL AGGREGATE	\$100,000.00
							EACH OCCURRENCE	\$
							GENERAL AGGREGATE	\$

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

Camp Activities

The certificate holder is added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

CERTIFICATE HOLDER

City of Pompano Beach
1801 NE 6th Street
Pompano Beach, FL 33060

APPROVED
RISK MANAGEMENT
ON: 04/28/15
BY: *[Signature]*

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

Francis L. Dean



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

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation insurance to cover these employees. The State of Florida allows your company to operate without this insurance, however, you are required by the State to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of their lack of entitlement to benefits" as described in Chapter 440 of the Florida Statutes.

The City of Pompano Beach requires: **ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.**

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at the Purchasing office, Building C, 1190 N.E. 3 Avenue, Pompano Beach, 33060. If you have any questions about this letter please telephone me at (954) 786-4098.

Very truly yours,

Hola Mundo has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida. Hola Mundo agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.

Signature 6/18/15
Date

ADRIANA CHAMBLISS /owner/director
Name and Title (print)



POS SALES RECEIPT

Receipt # 855909
Payment Date: 06/06/15
Household #: 36182

Emma Lou Olson Civic Center
1801 NE 6th Street
Pompano Beach FL 33060
Phone: (954)786-4111

Hola Mundo Camp
3125 Estates Drive
Pompano Beach FL 33069

Hm Ph: (954)975-6170

POS Transaction Details

Table with 6 columns: Misc, Quantity, Fees + Tax, Discount, Prev Paid, Cur Paid, Amount Due. Row 1: Misc: Hola Mundo Bch Camp, 181; Quantity: 1; Fees + Tax: 1,500.00; Discount: 0.00; Prev Paid: 0.00; Cur Paid: 1,500.00; Amount Due: 0.00

Processed on 06/06/15 @ 11:57:13 by BGC

Summary table with 2 columns: Description, Amount. Rows: NEW AMOUNT DUE 1,500.00; PREVIOUS NET HOUSEHOLD BALANCE 0.00; TOTAL DUE 1,500.00; TOTAL PAID 1,500.00; NEW NET HOUSEHOLD BALANCE 0.00

Payment of ==> 1,500.00 Made By ==> CHECK With Reference ==> Hola Mundo Camp; #376954

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Limited Liability Company**

HOLA MUNDO!, LLC

Filing Information

Document Number	L04000028374
FEI/EIN Number	383708301
Date Filed	04/13/2004
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/20/2014

Principal Address3125 ESTATES DRIVE
POMPANO BEACH, FL 33069**Mailing Address**3125 ESTATES DRIVE
POMPANO BEACH, FL 33069**Registered Agent Name & Address**CHAMBLISS, ADRIANA M
3125 ESTATES DRIVE
POMPANO BEACH, FL 33069

Name Changed: 04/06/2006

Address Changed: 02/17/2005

Authorized Person(s) Detail**Name & Address**

Title MGRM

CHAMBLISS, ADRIANA M
3125 ESTATES DRIVE
POMPANO BEACH, FL 33069**Annual Reports**

Report Year	Filed Date
2012	09/16/2012

2013	10/06/2013
2014	10/20/2014

Document Images[10/20/2014 -- REINSTATEMENT](#)[View image in PDF format](#)[10/06/2013 -- REINSTATEMENT](#)[View image in PDF format](#)[09/16/2012 -- ANNUAL REPORT](#)[View image in PDF format](#)[04/29/2011 -- ANNUAL REPORT](#)[View image in PDF format](#)[06/18/2010 -- LC Amendment](#)[View image in PDF format](#)[04/30/2010 -- ANNUAL REPORT](#)[View image in PDF format](#)[04/14/2009 -- ANNUAL REPORT](#)[View image in PDF format](#)[04/22/2008 -- ANNUAL REPORT](#)[View image in PDF format](#)[01/22/2007 -- ANNUAL REPORT](#)[View image in PDF format](#)[04/06/2006 -- ANNUAL REPORT](#)[View image in PDF format](#)[04/26/2005 -- ANNUAL REPORT](#)[View image in PDF format](#)[02/23/2005 -- Reg. Agent Change](#)[View image in PDF format](#)[09/23/2004 -- Amendment](#)[View image in PDF format](#)[04/14/2004 -- Florida Limited Liability](#)[View image in PDF format](#)

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State of Florida, Department of State

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

DBA:
Business Name: HOLA MUNDO LL

Receipt #: 349-269037
Business Type: OTHERS (SPANISH LANGUAGE INSTRUCTOR)

Owner Name: ADRIANA CHAMBLISS
Business Location: 3125 ESTATES DR
POMPANO BEACH
Business Phone: 754-235-0995

Business Opened: 05/08/2015
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
22.50	0.00	0.00	0.00	0.00	0.00	22.50

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

HOLA MUNDO LL
3125 ESTATES DR
POMPANO BEACH, FL 33069

Receipt # 10B-14-00007020
Paid 05/08/2015 22.50

2014 - 2015

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

Public License Information

License Number: 15-00085736
Business Control: 4458894
Location ID: 000042644

Business Name & Address Mailing Address

HOLA MUNDO LLC
 222 N POMPANO BEACH BL
 POMPANO BEACH FL 33062

CHAMBLISS, ADRIANA
 3125 ESTATES DR
 POMPANO BEACH FL 33069

Date Opened: 05/22/2015
Federal Tax ID: 383709301
Business Phone: (754) 235-0995
Contractor Flag:
Type of Ownership: LC
Status: Active

Owner Information

HOLA MUNDO LLC

License Information

Classification: 094-014 INSTRUCTOR-ALL OTHER
License Status, Date: ACTIVE, 05/26/2015
Appl, Issue Date: 05/22/2015, 05/26/2015
License Valid Thru Date: 09/30/2015

Additional Requirements

Code	Description	Document Number	Expiration Date
ZN	ZONING	YES	0
ZD	ZONING DISTRICT	PR	0
SQFT	SQUARE FOOTAGE	NA	0
NOEMP	NUMBER OF EMPLOYEES	12	0
NAICS	NA IND CLASS CODE	61	0
CRA	CRA	NA	0

Part # 1 of 2



Florida's Warmest Welcome

City of Pompano Beach
 Department of Development Services
 Planning & Zoning Division

100 W. Atlantic Blvd Pompano Beach, FL 33060

Phone: 954.786.4668 or 954.786.4633 Fax: 954.786.4666

Zoning Use Certificate

\$30.00 Processing Fee

- Approval of a Zoning Use Certificate does not give you permission to open for business.
- You must complete a Business Tax Receipt application and pay the appropriate fees before opening for business.
- Approval of a Zoning Use Certificate is only good for 60 days, after which you must re-apply and pay a new fee.
- Prior to installing any sign you must obtain a sign permit. For specific details regarding the City's Sign Code regulations please contact the Zoning Department at 954-786-4679.

Does this Use include any of the following? Please (✓)	Alcoholic Beverage Establishment _____	Outdoor Storage _____	Gas Station _____
	Sexually Oriented Business _____	Drive-Through _____	Amusement Arcade _____
	Overnight stays (i.e. Hotel or Group Home) _____	Outdoor Seating _____	Outdoor Display _____

Please describe the operation of your business IN SUFFICIENT DETAIL to enable the City to determine whether the proposed activity is permitted by zoning regulations.
 Depending on the type of business additional documentation and/or a more detailed description of the business could be required prior to or at time of filing for the Business Tax Receipt.

summer camp for children 4-13, sports, games on sand, arts and craft, spanish lessons and activities

Applicant		Business	
Print Name and Title	Name of Business		
ADRIANA CHAMBLISS	Hola Mundo, LLC		
Street Address	Street Address		
3125 ESTATES DRIVE	222 NOCTA Pompano Beach, Fl 33062		
Mailing Address City/ State/ Zip		Mailing Address City/ State/ Zip	
Pompano Beach, Fl. 33069		Pompano Beach, Fl. 33069	
Phone Number	Phone Number	Fax Number	Fax Number
754 235-0995	754-235-0995		
Email	Email		
holamundo camp@comcast.net			
Number of Employees	Square Feet occupied		
Signature			Date
			5/6/15

FOR STAFF USE ONLY (DO NOT WRITE BELOW THIS LINE)

Zoning District:	Paid by: Cash <input type="checkbox"/> Check No. <u>215</u> (non-refundable)	Date Paid: <u>5/9/15</u>	Receipt No.:
The above described business has been determined to be	<input type="checkbox"/> in compliance with use requirements of the district in which the activity is proposed to be located.		
	<input checked="" type="checkbox"/> <u>not</u> in conformance with the use requirements of the district in which the activity is proposed to be located.		

Additional comments:

Reviewed by:	Approved: <input type="checkbox"/>	Date:	Date Applicant Notified:
	Denied: <input type="checkbox"/>		



No. 107951

CITY OF POMPANO BEACH, FLORIDA
TRANSMITTAL FORM/RECEIPT
BUSINESS TAX RECEIPT

Received of Hola Mundo

Date 5/9/15

Paid by check # 213 Cash _____ Credit Card _____

Business Tax Receipt No. _____

Initial MW

Customer Waiting Y N

CODES:

___ OL Business Tax, New, Transfer,\$ _____

___ OR Business Tax Renewal & Penalty.....\$ _____

ZC Zoning Certificate Fee.....\$ 30.-

___ UM Unapplied Money*.....\$ _____

Type: _____

TOTAL.....\$ 30.-

HOLA MUNDO 3125 ESTATES DR POMPANO BEACH, FL 33069		213 63-1482/670 4797
		<u>5/6/15</u> Date
Pay to the Order of <u>City of Pompano Beach</u>		<u>\$ 30.00</u>
<u>THIRD</u>		<u>00/100</u> Dollars
 TD Bank America's Most Convenient Bank®		 Security Features Details on Back.
For _____		
@0670148220 4284034658 0213		

PI
RI
CA

10
Pompano Beach
Warmest Welcome

City of Pompano Beach
Department of Development Services
Business Tax Receipt Division

License Year 2014-K

W. Atlantic Blvd Pompano Beach, FL 33060
Phone: 954.786.4668 / 954.786.4633 Fax: 954.786.4666

Application for Business Tax Receipt

Name of Business Hola mundo, LLC Date 5/6/15
 Address of Business 222 North Pompano Beach Blvd. Zip 33069
 Date business opened at this location 6/8/15 Number of Employees 12 Square Feet Occupied _____
 Mailing Address _____ City _____ State _____ Zip _____
 Federal ID # 383708301 OR Social Security Number 589-33-9389 Sales Tax # _____
 Bus. Phone # 754-235-0995 Bus. Fax # _____ Web Address _____
 Owner's Name Adriana Chambliss Date of Birth 3/21/66 Emergency Phone # _____
 Owner's Address 3125 ESTATES DRIVE City Pompano Bch State FL Zip 33069
 E-Mail Address holamundoampe@comcast.net
 Corp. Name Hola Mundo, LLC Address 3125 ESTATES DRIVE City Pompano State FL Zip 33069
 Type of Ownership Corporation LLC Partnership Sole Proprietor

****ATTENTION**** If the business involves outdoor sales or storage, a site plan is required. If the business involves a use other than retail, wholesale or manufacturing, a floor plan and site plan are required.

Describe any and all conduct or activity of the business Spanish lessons, tutoring and summer camp at the beach in Pompano (Instructor)

The undersigned does hereby request that a Business Tax Receipt be issued to him on the basis of and subject to the herein set forth information with the understanding that all City of Pompano Beach Ordinances shall be complied with whether specified or not and all information supplied on this application (other than social security number) shall become public record. Giving false information on this application is unlawful and may result in prosecution, suspension or revocation of your Business Tax Receipt.

Adriana Chambliss (Print) Owner, Partner, or Corporate Officer's Signature

Transfer of:	Name	Ownership	Address	New	Inventory Increase	Category change
Transferred Account Number:			Transferred License No.			
Zoning District:	Paid by: Cash	Check No. <u>211</u>	Date Paid: <u>5/15/15</u>	Receipt No.:		
The above described business has been determined to be	in compliance with use requirements of the district in which the activity is proposed to be located.					
	not in conformance with the use requirements of the district in which the activity is proposed to be located.					
Category:				Account Number:		
Ord. No.:						
Zoning Fee:	<u>paid</u>			Zoning Official:		
Administrative Fee:						
Penalty Fee:				Business Tax Receipt Official:		
Business Tax Fee:	<u>100.78</u>					
Transfer Fee:				Total \$:	Date Issued:	
Sub Total:				<u>100.78</u>		



No. 108086

CITY OF POMPANO BEACH, FLORIDA
TRANSMITTAL FORM/RECEIPT
BUSINESS TAX RECEIPT

Received of Hola Mundo LLC Date 5/15/15

Paid by check # 217 Cash _____ Credit Card _____

Business Tax Receipt No. _____ Initial LW

Customer Waiting Y N _____

CODES:
____ OL Business Tax, New, Transfer, \$ 60.78
____ OR Business Tax Renewal & Penalty.....\$

HOLA MUNDO 3125 ESTATES DR POMPANO BEACH, FL 33069		217 63-1482/670 4797
Date <u>5/15/15</u>		
Pay to the Order of <u>CITY OF Pompano Beach</u>	\$ <u>60.78</u>	
<u>SIXTY</u> <u>00/78</u>	Dollars	Security Features Details on Back.
* sa ID Bank America's Most Convenient Bank®		
For <u>TAX Receipt</u>	<u>[Signature]</u>	UPP
⑆067014822⑆ 4284034158⑈		0217

PB 1791
RSVD 6/3/2014



Part # 1 of 2

City of Pompano Beach
 Department of Development Services
 Planning & Zoning Division

100 W. Atlantic Blvd Pompano Beach, FL 33060
 Phone: 954.786.4668 or 954.786.4633 Fax: 954.786.4666

Zoning Use Certificate
 \$30.00 Processing Fee

- Approval of a Zoning Use Certificate does not give you permission to open for business.
- You must complete a Business Tax Receipt application and pay the appropriate fees before opening for business.
- Approval of a Zoning Use Certificate is only good for 60 days, after which you must re-apply and pay a new fee.
- Prior to installing any sign you must obtain a sign permit. For specific details regarding the City's Sign Code regulations please contact the Zoning Department at 954-786-4679.

Does this Use include any of the following? Please (√)	Alcoholic Beverage Establishment _____	Outdoor Storage _____	Gas Station _____
	Sexually Oriented Business _____	Drive-Through _____	Amusement Arcade _____
	Overnight stays (i.e. Hotel or Group Home) _____	Outdoor Seating _____	Outdoor Display _____

Please describe the operation of your business IN SUFFICIENT DETAIL to enable the City to determine whether the proposed activity is permitted by zoning regulations.
 Depending on the type of business additional documentation and/or a more detailed description of the business could be required prior to or at time of filing for the Business Tax Receipt.

summer camp for children 4-13, sports, games on sand arts and craft, spanish lessons and activities

Applicant		Business	
Print Name and Title	Name of Business		
ADRIANA CHAMBLISS	HOLA MUNDO, LLC		
Street Address	Street Address		
3125 ESTATES DRIVE	222 NOCTA Pompano Beach, FL 33062		
Mailing Address City/ State/ Zip	Mailing Address City/ State/ Zip		
Pompano Beach, FL 33069	Pompano Beach, FL 33069		
Phone Number	754 235 - 0995	Phone Number	754 - 235 - 0995
Fax Number		Fax Number	
Email	holamundo camp@comcast.net	Email	
Number of Employees		Square Feet occupied	

Signature  Date 5/6/15

FOR STAFF USE ONLY (DO NOT WRITE BELOW THIS LINE)

Zoning District:	Paid by: Cash <input checked="" type="checkbox"/> Check No. <u>213</u> (non-refundable)	Date Paid: <u>5/9/15</u>	Receipt No.:
The above described business has been determined to be	<input checked="" type="checkbox"/> in compliance with use requirements of the district in which the activity is proposed to be located.		
	<input type="checkbox"/> not in conformance with the use requirements of the district in which the activity is proposed to be located.		

Additional comments:

Reviewed by:	Approved: <input checked="" type="checkbox"/>	Date:	Date Applicant Notified:
	Denied: <input type="checkbox"/>		



No. 107951

CITY OF POMPANO BEACH, FLORIDA
TRANSMITTAL FORM/RECEIPT
BUSINESS TAX RECEIPT

Received of Hola Mundo Date 5/9/15

Paid by check # 213 Cash _____ Credit Card _____

Business Tax Receipt No. _____

Initial MW

Customer Waiting Y N

CODES:

___ OL Business Tax, New, Transfer,\$ _____

___ OR Business Tax Renewal & Penalty.....\$ _____

ZC Zoning Certificate Fee.....\$ 30.-

___ UM Unapplied Money*.....\$ _____

Type: _____

TOTAL.....\$ 30.-

HOLA MUNDO		213
3125 ESTATES DR		63-1482/670
POMPANO BEACH, FL 33069		4797
		<u>5/6/15</u> Date
Pay to the	<u>City of Pompano Beach</u>	\$ 30.00
Order of	<u>THIRD</u>	<u>00/100</u> Dollars
America's Most Convenient Bank®		
For		
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**Broward County Records, Taxes & Treasury Div.
115 S. Andrews Ave. Fort Lauderdale, FL 33301**

Transaction # 8974293	
Cashier:	MN
Paid By:	HOLA MUNDO LL
Posted Date:	05/08/2015 03:45PM
Received Via:	In Person
Num. Items:	1
Total Tendered:	\$22.50
Receipt #:	10B-14-00007020
Batch:	492613
Drawer:	10B
Status:	Complete

Receipt				
Item	Details	Effective Date	Due	Paid
Business Tax	Acc# 125932 Rct# 349-269037 Yr: 2015	05/08/2015	\$22.50	\$22.50
	Total:		\$22.50	\$22.50
Payment				
Payment	Details			Paid
Check	Acc#XXXX0 Chk#214			\$22.50
	Balance:			\$0.00

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

DBA:
Business Name: HOLA MUNDO LL

Receipt #: 349-269037
Business Type: OTHERS (SPANISH LANGUAGE INSTRUCTOR)

Owner Name: ADRIANA CHAMBLISS
Business Location: 3125 ESTATES DR
POMPANO BEACH

Business Opened: 05/08/2015
State/County/Cert/Reg:
Exemption Code:

Business Phone: 754-235-0995

Rooms Seats Employees Machines Professionals

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
22.50	0.00	0.00	0.00	0.00	0.00	22.50

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

HOLA MUNDO LL
3125 ESTATES DR
POMPANO BEACH, FL 33069

Receipt # 10B-14-00007020
Paid 05/08/2015 22.50

2014 - 2015

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT



En la playa de Pompano Beach!

PAVILION 2 NORTH OF THE PIER

ACTIVITIES:

Sports and games on the sand

Surfing

Paddle boarding

Kayak

Fishing

Latin cooking

Beach art and sand sculpting

Banana boat rides

and much more!



DATES:

June 8th - 12th

June 15th - 19th

June 22nd - 26th

June 29th - July 3rd

July 6th - 10th

July 13th - 17th

August 10th - 14th

Boys and girls ages 4-13

For more information please contact Hola Mundo
Camp Director Adriana Chambliss at (754) 235-0995
or email us at holamundocamp@comcast.net
www.holamundocamp.com

Meeting Date: July 14, 2015

Agenda Item 5

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING PROPER CITY OFFICIALS TO EXECUTE AN EXTENSION TO THE SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND RENAISSANCE PLANNING GROUP, INC. PROVIDING FOR A TRANSFORMATION PLAN FOR THE HIGHWAY A1A CORRIDOR; PROVIDING AN EFFECTIVE DATE. (No fiscal impact. Funded as part of the FY 2014 Budget)

Summary of Purpose and Why:

The City has contracted with The Renaissance Planning Group to prepare a Corridor Study for A1A. The corridor study involves a detailed scope of work, which includes a Conceptual Design and Transformation Plan for A1A.

The A1A Corridor Study contract was originally approved per Resolution #2014-283 with an expiration date of July 22, 2015. Staff now finds it necessary to request an extension to the A1A contract until February 29, 2016. The Initial Corridor Assessment and Working Vision Map have been created. There is no cost associated with this extension. The purpose for the extension is to allow additional time to conduct Public Outreach, finalize the Economic Development Strategy and create the Transformation Plan. Staff anticipates completing the project towards the end of the calendar year; however is requesting the extension through February.



Accomplishing this item supports achieving Goal "5. Enhance Corridor Redevelopment" identified in the City's: Great Places Strategy

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robin Bird/ Jennifer Gomez Ext. 4640
- (3) Expiration of contract, if applicable: 2/29/16 per amendment
- (4) Fiscal impact and source of funding: (No fiscal impact. Funded as part of the FY 2014 Budget)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	6-26-15	Approval	<i>[Signature]</i>
City Attorney	<u>6-26-15</u>	<i>[Signature]</i>	CAC #2015-1064
Finance	<u>6-26-15</u>	Approval	<i>[Signature]</i>
Budget	<u>6-30-15</u>	Approval	<i>[Signature]</i>
<input checked="" type="checkbox"/> 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 Attorney's Communication #2015-1064

June 15, 2015

TO: Jennifer Gomez, AICP, Principal Planner

FROM: Jill R. Mesojedec, FRP, Paralegal

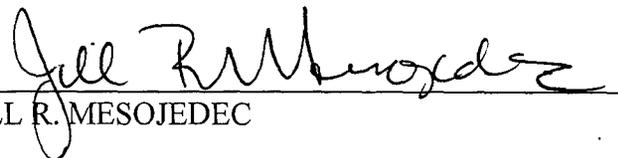
VIA: Gordon B. Linn, City Attorney 

RE: Resolution / Extension Agreement – Renaissance Planning Group, Inc.
A1A Corridor Study

As requested in your memorandum dated June 3, 2015, Development Services Administrative Report No. 15-293, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Resolution captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN EXTENSION AGREEMENT TO THE SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND RENAISSANCE PLANNING GROUP, INC. PROVIDING FOR A TRANSFORMATION PLAN FOR THE HIGHWAY A1A CORRIDOR; PROVIDING AN EFFECTIVE DATE.

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



JILL R. MESOJEDEC

/jrm
l:cor/dev-srvc/2015-1064

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 AN EXTENSION AGREEMENT TO THE SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND RENAISSANCE PLANNING GROUP, INC. PROVIDING FOR A TRANSFORMATION PLAN FOR THE HIGHWAY A1A CORRIDOR; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Extension Agreement to the Service Contract between the City of Pompano Beach and Renaissance Planning Group, Inc. providing for a Transformation Plan for the Highway A1A Corridor, 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 Renaissance Planning Group, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

EXTENSION AGREEMENT

THIS IS AN EXTENSION AGREEMENT dated the _____ day of _____, 2015, between:

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

and

RENAISSANCE PLANNING GROUP, INC., hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into a Service Contract providing for an A1A corridor study on July 22, 2014, ("Original Contract"), and approved by City Resolution No. 2014-283; and

WHEREAS, the CITY has requested and CONTRACTOR has agreed to extend the Original Contract through February 29, 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 Contract effective July 22, 2014, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.

3. The parties hereto agree to extend the Original Contract through February 28, 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

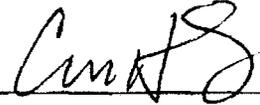
"CONTRACTOR":

Witnesses:

RENAISSANCE PLANNING GROUP, INC.
a Florida corporation



DAVID S. NELSON
Print Name

By: 

Christopher H. Sinclair
Typed or Printed Name



Scott Sinclair
Print Name

Title: President

(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24th day of June, 2015, by Christopher H Sinclair as President of Renaissance Planning Group, Inc., a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



KAREN A. PEAVEY
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE120770
Expires 8/10/2015


NOTARY PUBLIC, STATE OF FLORIDA

Karen A Peavey
(Name of Acknowledger Typed, Printed or Stamped)

EE120770
Commission Number

GBL/jrm
6/15/15
l:agr/dev-srvcs/2015-1063

original 10

RESOLUTION NO. 2014-283

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND RENAISSANCE PLANNING GROUP, INC. PROVIDING FOR A TRANSFORMATION PLAN FOR THE HIGHWAY A1A CORRIDOR; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Contract between the City of Pompano Beach and Renaissance Planning, Group, Inc. providing for a Transformation Plan for the Highway A1A Corridor, a copy of which Contract is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract between the City of Pompano Beach and Renaissance Planning Group, Inc.

SECTION 3. This Resolution shall become effective upon passage.

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


LAMAR FISHER, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

07/10

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this 22nd day of July, 2014, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Renaissance Planning Group, Inc, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

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

1. **Contract Documents.** The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; 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 an A1A corridor study upon the terms and conditions herein set forth

3. **Scope of Work.** Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. **Term of Contract.** This Contract shall be for a one (1) year period. The start of this Agreement shall be July 22nd, 2014. Contractor shall commence corridor study services for ~~the City and continue operation through July 22nd, 2015;~~ **OR** until completion of Scope of Work.

5. **Renewal.** In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City shall have the option to renew this contract for an additional period one (1) year, provided that City will provide notification within sixty (60) days of termination date of its intention; **OR** this Contract is not subject to renewal.

6. **Maximum Obligation.** City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise

directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$ _____ per month or a Fixed Fee not to exceed \$124,953.

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

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

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

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

If to Contractor: Christopher Sinclair
Renaissance Planning Group, Inc.
121 South Orange Avenue, Suite 1200
Orlando, Florida 32801

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

29. Ownership of Materials. All maps, data, reports, research, graphic presentation materials, software, etc., developed by the CONTRACTOR as part of its work under this contract shall become the property of the City of Pompano Beach upon completion of this Contract, or in the event of termination or cancellation hereof, at the time of payment for work performed. All such data and material shall be furnished to the City of Pompano Beach on request.

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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

Betty J. Maner

By: [Signature]
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
MARY L. CHAMBERS, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

[Signature]
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of July, 2014 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

Renaissance Planning Group, Inc.
(Print name of company)

Witnesses:

[Signature]

[Signature]

By: [Signature]

Print Name: Christopher Sinclair

Title: President

Business License No. _____

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 14th day of July, 2014, by Chris Sinclair as President of Renaissance Planning Group, 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:

Amanda M. Douglas
NOTARY PUBLIC, STATE OF FLORIDA

Amanda M. Douglas
(Name of Acknowledger Typed, Printed or Stamped)



AMANDA M. DOUGLAS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF080643
Expires 1/5/2018

FF 080843
Commission Number

l:agr/genl srvs/service contract

EXHIBIT A

City of Pompano Beach
A1A Transformation Plan

City of Pompano Beach Transformation Plan for the Highway A1A Corridor Scope of Work

July 6, 2014

Background

Pompano Beach, one of the oldest cities in South Florida, began as a railroad town with a walkable set of streets extending from the railroad station on the Flagler Railroad, now the Florida East Coast (FEC) railroad. It was an agricultural center until after the Second World War when a wave of development expanded along US 1 from Palm Beach to Miami. In the past three decades, development in South Florida has moved westward towards I-95 and Florida's Turnpike, leaving Pompano Beach and other ocean cities struggling to maintain their share of the region's wealth.

Pompano Beach has initiated a series of planning studies to transform and revitalize several important corridors within the city limits. This scope of work outlines the preparation of a Transformation Plan for the Highway A1A (Ocean Boulevard) corridor, a study area of approximately 3 ½ miles that extends from Hillsboro Inlet on the north to Terra Mar Drive on the south and includes the key intersection at East Atlantic Boulevard, a primary access point to the Atlantic Ocean beaches from I-95 and surrounding areas. The study corridor will generally extend ¼ to ½ mile on either side of the roadway.

Scope of Work

The objective of this project is to create a Transformation Plan that identifies an economic development strategy focused on strengthening the existing base and finds opportunities for attracting new businesses and job growth by making A1A a more accessible, comfortable and safe street for all users. A "complete street" approach will consider the appropriate design modifications to the roadway that will effectively complement land use, economic development and corridor enhancement strategies currently underway or that may occur in the future. This vision, or set of desired outcomes, will provide a clear and compelling picture of the corridor and a set of strategies to achieve what is possible given the unique existing assets and opportunities along A1A.

To create the framework for this plan, it is important to develop a broad foundation that includes an inventory of existing conditions and an assessment of issues and opportunities. The following scope of work will be performed by Renaissance Planning Group (the consultant), working in close coordination with staff from the City of Pompano Beach. The sequence of steps that will achieve the objective of this project include:

Task 1: Set Context

The initial task of this study will be to develop a basic understanding of the project context, both in terms of the physical and environmental features of the corridor and the policy framework in place, and will include the following background and organizational work:

Task 1-A: Project Initiation

The consultant will facilitate a kick-off meeting with appropriate representatives of Pompano Beach to discuss project context and outcomes, as well as coordinate availability of background data and prior/current planning efforts. This initial task will also entail a review and refinement, as necessary, of the project schedule and milestones for task deliverables, along with other related information, such as the role of the Advisory Committee (see Task 2: Public Engagement), preferred map and document formats.

In preparation for the meeting, the consultant will submit a public engagement strategy memorandum that outlines specific strategies and steps to engage the broader community and key stakeholders as appropriate throughout the course of the project. The kick-off meeting will provide an opportunity to review and discuss the public engagement strategy, identify specific contacts for interviews, confirm responsibilities and make necessary adjustments.

Deliverables: Meeting agenda, list of data needs, draft formats and contents of deliverables, project schedule and public engagement strategy memorandum.

Task 1-B: Initial Corridor Assessment

The consultant will conduct an initial assessment of the project corridor, identifying information and existing conditions that may influence the subsequent planning work, such as:

Review of Existing Plans and Policies

The City has a variety of plans outlining the community's goals and objectives for its future. The consultant will review relevant documents, their common themes and/or strategies and use the collective knowledge gained from the documents to establish base and background information pertaining to the A1A corridor that will help form the foundation and starting point for the planning process. At a minimum, the consultant will review the following:

- Comprehensive Plan
- Community Redevelopment Plans
- Economic Development Studies
- Land Development Regulations for such items as permitted uses, site design, parking, public art and civic spaces, and provision of infrastructure.
- Parks and Recreation, Public Art, Stormwater, water, Reuse and Wastewater Master Plans
- Pompano Beach CIP and Complete Streets Guidelines
- Development plans submitted or approved by the City
- Complete Streets plans for other portions of A1A
- Pier Agreement and Proposed Development Plans

Land Use

The consultant will note the location, type and intensity/density of existing zoning and future land use designations to identify opportunities where redevelopment could most easily occur with no or minimal policy or regulatory changes. The consultant will also prepare a map of vacant parcels and underutilized parcels that may be prone for redevelopment based on age, value or use of the property and its buildings.

Infrastructure

The consultant and sub consultant will review existing infrastructure and its ability to accommodate new development or redevelopment along the A1A corridor, as well as the role of utilities in creating opportunities or constraints for potential roadway design modifications. The goal of this review is to identify areas where adequate infrastructure capacity exists and areas where there may be potential impediments to redevelopment activities or complete street treatments.

Stakeholder Interviews

To assess issues and opportunities along the A1A corridor, the consultant will conduct a series of 6-8 interviews with stakeholders. These interviews will entail informal conversations and offer an opportunity to learn about issues and opportunities from individual perspectives and interests. City staff will help identify individuals and/or groups with interest in the corridor that should be contacted, including:

- City Commissioner, District 1
- Business and property owners along the corridor
- Residents, homeowner and condominium representatives along the corridor
- Other people and groups with interest/interests in the corridor

Existing Conditions Inventory

The consultant will collect data necessary to identify existing corridor conditions and characteristics and compile it in a form in which it can be mapped. Data to be collected will cover such items as vegetation, hydrology and drainage, views, structures, traffic characteristics, access control and driveways, parking, sidewalks, bicycle facilities, transit, open spaces, landmarks and roads.

Site Reconnaissance

The consultant will conduct a driving and walking field visit to make general observations, view movement patterns, collect data as needed to fill in gaps in the existing conditions inventory, note new conditions or conflicts not appearing on maps, and perform/confirm measurements of important site elements, including geometric conditions of A1A and its intersections with other roadways.

Issues and Opportunities Analysis

Relevant information from the background documents and inventory data will be analyzed to determine its potential impact on the Transformation Plan. Existing elements will be mapped as a basis for developing a sense of character along the corridor. Analysis will be done through a series of map overlays that delineate more suitable and less suitable areas for complete street modifications to the roadway, redevelopment, potential linkages, focal points, access, centers and edges. The result will be a composite analysis of the overlays that note the corridor issues and opportunities.

Deliverables: Summary of stakeholder interviews, base map inventory of existing conditions, and composite base map with issues and opportunities.

Task 2: Public Engagement

A key component of this scope of work entails a targeted approach to public involvement in the transformation of the A1A corridor by relying on an advisory committee to provide direction throughout the process. Engagement with the general public will also occur to confirm desired community outcomes and solicit feedback on specific strategies that form essential components to the corridor's future.

Advisory Committee

For consistency with the other corridor studies, a subcommittee of the Economic Development Council is proposed to serve as an advisory committee for this project. Three Advisory Committee meetings are proposed for the A1A corridor project:

- Meeting #1 – Project Overview and Committee Issues (Task 1)
 - Status on the project
 - Summary of the initial corridor assessment
 - Committee members will share their perspectives on the project
 - A1A observations – structured discussion

- Meeting #2 – Conceptual Desired Community Outcomes (Task 4)
 - Status on the project
 - Working vision map and guiding principles
 - Draft concept plan
 - Committee will review work and offer feedback on the project concepts
 - A1A issues – structured discussion

- Meeting #3 – Transformation Plan Recommendations (Task 5)
 - Status on the project
 - Review Plan recommendations
 - A1A analysis – structured discussion

The consultant will coordinate with city staff on appropriate times and meeting locations for the advisory committee. The consultant will be responsible for inviting committee members (via email or phone) and preparing meeting agendas, which city staff will post as needed. The consultant will share all meeting materials with staff prior to each committee meeting and prepare meeting summaries of each meeting.

Open House

An open house with presentation is proposed after Task 4 as the major public engagement strategy for the corridor. The open house format will include background display materials of key factors driving the project, predominantly the economic development analysis. The consultant will show the Working Vision Map and Concept Plan and provide opportunities for comment. The consultant will prepare a presentation, relaying the vision and guiding principles. A short survey/comment card will be prepared for participants to fill out that will gauge agreement with the vision.

City staff will be responsible for locating and reserving a room that can accommodate the open house. The consultant will prepare the open house flyer for distribution through existing city channels, such as

its website, and will include information on the project web site. The consultant will email the information to all advisory committee members, people that participated in interviews, and others that expressed interest. The consultant will staff the open house with at least three representatives.

Public meetings and workshops will be coordinated with the N. Riverside Drive Concept Plan project to enable a cost efficient study process and promote complementary and efficient work within overlapping corridors areas.

Project Web Site

The consultant will prepare a project web site that will describes the project and provide information and materials as the project progresses. The web site will include meeting announcements and offer an opportunity to be placed on an emailing list for future notices. The web site will be updated as information becomes available, coinciding with advisory committee meetings or public workshops.

Corridor Brochure

After the process is complete and has been presented to the City Commission, the consultant will prepare a brochure about the desired community outcomes and transformation plan for the A1A corridor. The purpose is to convey the key concepts, design and policy changes, and the supporting evidence that reinforces key messages for the corridor's transformation.

General

The City will be responsible for publishing project information on its web site or social media pages, and notices mailed to property owners, businesses and residents along the corridor.

Task 3: Imagine Outcomes

Based on the context defined in the previous task, the next step will be to imagine possible outcomes along the corridor, not only in terms of the complete streets aspect of the Transformation Plan, but also in terms of policy changes and recommended strategies. Work will include the following:

Task 3-A: Working Vision Map

Using information from the Issues and Opportunities analysis, the consultant will develop a Working Vision Map for the corridor by creating a schematic layout that provides a foundation for the planning concepts that follow. This map will establish a framework and identify general locations and synergies for key roadway modifications, non-motorized facility treatments, access points, connections, and land uses. The Working Vision Map will serve as a basis for confirming or refining various design elements and policy considerations through additional analysis and stakeholder involvement.

Deliverables: Working Vision Map.

Task 3-B: Studio

The consultant will present the background data and resulting Working Vision Map to city staff for review and refinement. This will provide the opportunity to discuss the physical aspects of the corridor, priorities for connectivity, principles of "complete streets" and nodes for catalyst development – all important elements of the Transformation Plan and reference points that will guide the more detailed analysis in future tasks. It will also provide the opportunity to gain other insights, such as parallel

actions undertaken by the City as well as the community social and political climates that may influence the project.

Deliverables: none

Task 3-C: Concept Plan

With feedback from city staff, the consultant will develop more in-depth representations of the concepts illustrated on the Working Vision Map to create a corridor Concept Plan. The Plan will include elements of the corridor's desired future showing items such as:

- Major activity nodes, districts and uses, including civic uses and public parks or plazas;
- Streetscape and urban design along the corridor, including building massing, parking placement and enhanced pedestrian amenities;
- Street sections showing the number of lanes, on-street parking, bicycle treatments, sidewalks and transit infrastructure, as well as coordination with new underground utility locations;
- Draft renderings of redevelopment or catalyst nodes (maximum of two illustrations for each of three nodes maximum along corridor); and
- Focal points and locations for public art, gateway elements or wayfinding signs.

Deliverables: Draft Concept Plan

Task 4: Develop Evidence

Based on the Working Vision Map and Concept Plan, the consultant will collect the required data necessary to evaluate the physical and policy conditions influencing the corridor, and assess the feasibility of key strategies designed to address challenges and opportunities for the corridor. The consultant will prepare appropriate maps, graphics or data to convey the effectiveness of potential strategies as they relate to the corridor.

Task 4-A: Economic Development Strategy

The major corridors within the City of Pompano Beach reflect diverse physical, social and economic characteristics of the city and each have their own separate economic development challenges and opportunities. As such, the economic development strategy for the A1A corridor will be formulated as follows:

Demographic Analysis

The consultant will prepare a demographic and household inventory of the project corridor and surrounding areas. This will entail an assessment of projected demographic shifts that are likely to influence household characteristics along the corridor. The approach is to fully calculate demographic shifts, changing market demands and the impacts on real estate development activity. Key data points include the following:

- Population and household growth
- Household composition
- Household income
- Housing tenure
- Household race and ethnicity

- Household employment characteristics
- Household commuter patterns

Competitive Advantage Analysis

The consultant will apply a competitive advantage analysis to determine the potential economic drivers that can potentially attract private investment and enable business growth, job creation, increased tax revenues and expanded economic opportunities in the A1A corridor. The competitive advantage methodology will first identify the economic advantages and disadvantages of the corridor, local demand conditions and economic opportunities based on the presence of growing and sustainable business sectors, or the likelihood of desirable and competitive businesses locating to the corridor through the enhancement of various factor conditions including site planning, land assemblage, transit, public infrastructure, public service capacity and economic incentives.

Retail/Commercial Uses Analysis

Retail uses are not frequently found along the length of A1A in Broward County. The corridor is largely occupied by residential and hospitality uses of varying density and intensity that are capitalizing on the views of and access to the oceanfront. Seasonal housing units are particularly prevalent here – the areas north and south of East Atlantic Boulevard in Pompano Beach have some of the highest densities of seasonally occupied homes in the county. While the tourists and seasonal residents that predominate in the corridor do need some places to shop and dine, their needs tend to be limited when compared to full-time residents and in most locations are covered by commercial centers to the west of the corridor, typically along US 1 (Federal Highway) and the major east-west routes that intersect it.

But these existing commercial centers are largely auto-oriented and are often not easily accessible from the A1A corridor by other travel modes. With the increasing popularity of walkable places and the massive wave of baby boomer retirement still in its early years, market trends suggest that the potential may exist to add retail and complementary commercial uses (restaurants, bars, etc.) to strategic locations in the corridor. This potential will largely be defined by the ability to create places that are highly accessible by multiple non-auto modes – walking, biking and transit. Such places could potentially succeed by drawing a major portion of their sales support from close-by areas; otherwise, existing auto-oriented centers would likely maintain their primary market position. The East CRA in Pompano Beach occupies a strategic location at the intersection of A1A and Atlantic Boulevard and features parcels ripe for redevelopment. It could be a place where a walkable beach-oriented retail development strategy could be realized.

The consultant will evaluate the potential for increasing the presence of retail and complementary commercial uses in the A1A corridor of Pompano Beach through an analysis of key factors including:

- Demographic profile of residents in prime trade area (walking/biking distance) and comparison with competitive locations
- Evaluation of the key locational characteristics of potential development sites in the corridor – accessibility, parcel configuration and size, adjacent uses, etc.
- Identification and assessment of the primary competitive commercial clusters and current gaps in the local market area's retail mix
- Consideration of the impact of seasonal resident dynamics and the potential capture of spending from outside the study area

- Consideration of active, planned, or potential development projects already in the pipeline for the study area and adjacent communities, and their influence of the corridor's future development potential

The consultant will prepare an interim findings presentation in PowerPoint format that lays out the market-driven economic and land use parameters for additional commercial uses in the A1A corridor. The findings of retail/commercial uses assessment will help shape the recommended implementation strategies of the transformation plan through an integrated planning process.

Deliverables: Economic Development Strategy

Task 4-B: Multimodal Strategy

The consultant will assess committed improvements and planned long-term investments to the transportation infrastructure that will influence travel demand and multimodal conditions in the A1A corridor, including:

- Broward MPO Transportation Improvement Plan
- Broward MPO Long Range Transportation Plan
- City of Pompano Beach Comprehensive Plan
- Broward County Transit Development Plan
- Broward County Roadway Capacity and Level of Service Analysis
- Broward County Trafficways Plan

A consideration of this scope of work is the potential enhancements to transit access to support complete streets treatments and corridor redevelopment. The consultant will evaluate existing transit stops and capital facilities, taking into account ridership patterns and areas of existing and potential future demand.. This information will help determine complementary walk/bike access strategies for transit service, including how transit service relates to public parking locations and potential redevelopment activities.

The consultant will conduct a multimodal gaps and barriers analysis that focuses on walk and bicycle access to destinations along the corridor. A walk analysis will be performed to determine pedestrian routes and connections within 5-minute (approx. ¼ mile) and 10-minute (approx. ½ mile) walksheds of corridor destinations. Census and other relevant data sources will be used to evaluate pedestrian desire lines and interventions in the pedestrian network that can help to overcome barriers or gaps in the network. This evaluation will identify design modifications and complementary treatments that support land use and economic development opportunities along the corridor. It will also help determine appropriate "complete streets" strategies as the project progresses.

Field reviews of A1A and intersecting roads will be conducted to observe urban development patterns and operating conditions, and deficiencies will be noted in terms of roadway (automobiles and trucks), transit, bicycle, pedestrian and parking facilities. Opportunities to improve the transportation network for all users will be identified.

Deliverables: Multimodal Analysis

Task 5: Outcomes

Using all information gathered thus far, this final phase entails development of an integrated Transformation Plan, including recommendations for land use and urban design, multimodal mobility and access, and economic development.

Task 5-A: Transformation Plan

After the Concept Plan has been reviewed by the public (see Task 2: Public Engagement), the consultant will develop the corridor Transformation Plan. Information from the baseline inventories and analysis will be used to identify those constraints that may impede the ability to achieve the desired outcomes, including inconsistent regulations, physical barriers and limitations, market barriers and limitations, incompatible uses, etc.

The Plan will include the complete streets vision for the A1A corridor (depicted through maps, graphics, illustrations and guiding principles) as identified and revised in earlier tasks, including zoning and land use changes, roadway and streetscape recommendations and infrastructure upgrades. It will also include:

- **Public Facilities and Financing** – this element will focus on the public infrastructure and investments needed to both attain the integrity of the vision and attract private investment. It will specify needed facilities and improvements by corridor segment and at key development nodes along each segment. The consultant will identify anticipated project costs for capital projects based on accepted unit costs from prior City, County or state sources. The consultant will coordinate the development of project cost estimates with appropriate city departments as well as the Florida Department of Transportation and Broward County.
- **Private Investment and Financing** – this element will identify alternative economic financing mechanisms and appropriate economic resources that could potentially be used by the City to promote real estate and business development activity along the corridor.

As part of the Transformation Plan QA/QC, the consultant and sub consultant will review and amend the Plan recommendations to ensure that the proposed elements are drawn and described with enough specificity so they may be directly integrated into construction plans. Proposed recommendations can be done in a variety of methods to satisfy specificity, including dimensions and distances, example equivalents, or equivalents based on specific product manufacturers and model numbers.

The Transformation Plan will be presented to city staff for review. Both will help frame the discussion regarding how the Transformation Plan should be structured. The consultant will address any outstanding comments prior to completing the Plan and presenting it to the City Commission for approval.

Task 5-B: Implementation Strategy

The Implementation Strategy will include policy and regulatory recommendations (such as specific zoning or future land use map changes), roadway and streetscape recommendations (including typical cross sections for the corridor by segment) and infrastructure enhancement recommendations. It will also include a checklist of actions and proposed timelines for implementation.

Deliverables: Executive Summary, Transformation Plan, Implementation Strategy, Cost Estimates

The consultant will provide the draft and final plans in electronic (PDF) format. We will provide 10 printed copies for the Planning and Zoning Board workshop and 10 printed copies for the City Commission workshop. We will provide 17 printed and bound copies of the final plan. The native files used in preparing the plan will also be provided electronically (InDesign files with renderings and graphics provided as high resolution JPG, PDF or Adobe Illustrator files).

Task 6: Plan Approval

As the project nears completion, the consultant will prepare a presentation, relaying the desired community outcomes and refined vision for the A1A corridor, and engage the following groups, with comments received being factored into the final recommendations for the Transformation Plan:

Broward MPO

After the desired community outcomes are complete and recommendations are nearing completion, the consultant will brief the Broward MPO staff on the project and address planning and funding opportunities as it relates to complete street multimodal strategies.

Stakeholder Organizations

The consultant will meet with up to three community or neighborhood organizations (as part of their scheduled meetings) to present the draft Transformation Plan. City staff will assist in identifying organizations, and the consultant will make necessary refinements to reflect community input.

Planning and Zoning Board

The consultant will present the draft plan to the Planning and Zoning Board. The presentation will describe the desired outcomes, Transformation Plan components, capital and regulatory changes and public process.

City Commission

After receiving public input and prior to finalizing the plan, the consultant will present the draft plan to the City Commission at a workshop. The presentation will describe the desired outcomes, Transformation Plan key messages, capital projects and policy changes, along with the analytical evidence supporting the recommendations. The consultant will participate in a second presentation will be provided at a City Commission meeting for review and acceptance of the Transformation Plan.

Task 7: Project Coordination with City Staff

The consultant will coordinate with the City's project manager frequently and will participate in monthly progress meetings to provide status on the project and discuss issues and deliverables.

Project Cost

The work will be conducted on a lump sum, percent complete basis, with an invoice and progress report submitted each month based on the percentage of work accomplished. The estimated work effort by task is shown in Attachment B.

If requested by the City, additional services beyond those identified in this scope of services will be reimbursed to the consultant on a time and materials basis, per an approved hourly rate schedule. The City's project manager will authorize such work prior to proceeding. Direct expenses (mileage, rental car, fuel, tolls, per diem, etc.) will be reimbursed at cost. Further, the City may choose to engage the consultant for complementary follow-on services that help implement aspects of the final vision, such as preparation of comprehensive plan amendments and modifications to the Land Development code. These services would be negotiated separately.

Project Schedule

The proposed time frame for the A1A Transformation Plan is nine months from notice to proceed to completion of all documentation and City Commission action. That schedule depends on timely reviews of interim work products and scheduling of key public involvement activities and approval meetings. The tentative schedule for the project is as follows:

Month	Activity Completed
1	Project Initiation, Document Review, Stakeholder Interviews
2	Inventory, Site Reconnaissance, Issues and Opportunities Analysis
3	Advisory Committee Meeting, Working Vision Map, Studio
4	Concept Plan, Advisory Committee Meeting
5	Economic Development Strategy, Multimodal Strategy, Open House
6	Draft Transformation Plan, Draft Implementation Strategy
7	Review Meetings and Workshops, Advisory Committee Meeting
8	Final Transformation Plan, Implementation Strategy
9	City Commission Acceptance

Meeting Date: July 14, 2015

Agenda Item

6

REQUESTED COMMISSION ACTION:

X Consent Ordinance X Resolution Consideration/ Discussion Presentation

SHORT TITLE A resolution of the City Commission of the City of Pompano Beach, re-designating the Pompano Beach Municipal Golf Course as the Pompano Beach Golf Club.

Fiscal Impact - None at this time.

Summary of Purpose and Why:

The Golf Advisory Board made a motion at the June 10, 2015, board meeting to change the name of the Golf Course from Pompano Beach Municipal Golf Course to the Pompano Beach Golf Club. One of the reasons to change the name of the Golf Course is that the word "Municipal" or "Muni" (for short), has historically been associated with low budget and poorly maintained golf facilities. As a result, price per round and revenue overall is limited due to the low "Muni" expectation from the general golf clientele. By renaming the facility, we will be able to favorably influence the first impression of a potential client and raise the benchmark of expectation. Benefits will be measured by our ability to increase per round price points and enhance our brand image. With a heightened awareness of our facility, hotel and resort partners would be more agreeable to recommending the facility without the "Muni" moniker. Many city and county owned courses have readily embraced the omission of any reference to the municipal name such as Plantation Preserve, Osprey Point, and Seven Bridges.

- (1) Origin of request for this action: Staff initiated
(2) Primary staff contact: Mark Beaudreau, Recreation Programs Adm. Ext. 4191
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding:

DEPARTMENTAL COORDINATION DATE DEPARTMENTAL RECOMMENDATION DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation 6-29-15 Approve
City Attorney
X City Manager [Signature]

Table with 4 columns: Ordinance/Workshop, Resolution, Consideration, Results. Rows for 1st and 2nd Reading.



MEMORANDUM

Parks, Recreation & Cultural Arts

MEMORANDUM 15-A095

DATE: June 24, 2015

TO: Dennis Beach, City Manager

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

SUBJECT: Agenda Item – Resolution Re-Designating the Pompano Beach Municipal Golf Course

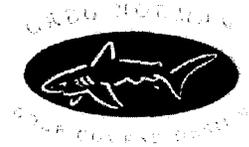
Please place the attached resolution on the July 14, City Commission Agenda. The attached resolution is re-designating the Pompano Beach Municipal Golf Course to the Pompano Beach Golf Club. At the June 10, Golf Advisory Board meeting the Golf Advisory Board made the motion to change the name of the Golf Course from the Pompano Beach Municipal Golf Course to the Pompano Beach Golf Club. One of the reasons to change the name of the Golf Course is that the word “Municipal” or “Muni” (for short), has historically been associated with low budget and poorly maintained golf facilities. As a result, price per round and revenue overall is limited due to the low “Muni” expectation from the general golf clientele. By renaming the facility, we will be able to favorably influence the first impression of a potential client and raise the benchmark of expectation. Benefits will be measured by our ability to increase per round price points and enhance our brand image. With a heightened awareness of our facility, hotel and resort partners would be more agreeable to recommending the facility without the “Muni” moniker. Many city and county owned courses have readily embraced the omission of any reference to the municipal name such as Plantation Preserve, Osprey Point, and Seven Bridges.

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

MB/afh

Attachments

Cc: Brian Campbell, Golf Course Manager



GREG NORMAN GOLF COURSE DESIGN COMPANY

CHRISTOPHER A. CAMPBELL
SENIOR VICE PRESIDENT

July 7, 2015

Dear Mr. Brian Campbell,

By way of this letter, Greg Norman Golf Course Design hereby approves and supports the proposed name change of the Pompano Beach Municipal Golf Course to Pompano Beach Golf Club.

Sincerely,

Christopher A. Campbell
Senior Vice President
Greg Norman Golf Course Design
chris.campbell@gwse.com



City Attorney's Communication #2015-1149

June 23, 2015

TO: Mark A. Beaudreau, Recreation Programs Administrator
FROM: Gordon B. Linn, City Attorney
RE: Resolution Re-Designating the Pompano Beach Municipal Golf Course

Pursuant to your memorandum dated June 19, 2015, Memorandum 15-A091, 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, RE-
DESIGNATING THE POMPANO BEACH MUNICIPAL
GOLF COURSE AS THE POMPANO BEACH GOLF CLUB;
PROVIDING AN EFFECTIVE DATE.**

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



GORDON B. LINN

GBL/jrm
l:cor/recr/2015-1149

Attachment

Golf Advisory Board Memorandum 15-03

DATE: June 17, 2015
TO: City Commission
FROM: Golf Advisory Board
SUBJECT: Golf Course Name Change

At the meeting of the Golf Advisory Board held on June 10, 2015, the board discussed changing the name of the golf course from Pompano Beach Municipal Golf Course to Pompano Beach Golf Club.

Mr. Bunn made the motion, with no statutes and regulations set forth, to change the name of the golf course from Pompano Beach Municipal Golf Course to Pompano Beach Golf Club. Ms. Curtin seconded the motion with all voting in favor.

Richard Porraro (mbh)
Dr. Richard Porraro, Chairman
Golf Advisory Board

mbh

cc: Dennis Beach, City Manager
Mark A. Beaudreau, Recreation Programs Administrator
Ernesto Reyes, Assistant to the City Manager

RESOLUTION NO. 2015- _____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, RE-DESIGNATING THE POMPANO BEACH MUNICIPAL GOLF COURSE AS THE POMPANO BEACH GOLF CLUB; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Golf Advisory Board passed a motion to rename the golf course to the Pompano Beach Golf Club; and

WHEREAS, the City Commission deems it appropriate to re-designate the golf course and that the re-designation is in agreement with city policy; now, therefore,

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

SECTION 1. That the Pompano Beach Municipal Golf Course is hereby designated as the Pompano Beach Golf Club.

SECTION 2. That staff is hereby directed to place signage to reflect the designation.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

Meeting Date: 07/14/15

Agenda Item 7

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approve ranking order for RLI E-32-15 Continuing Contract for Architectural and Structural Engineering Services for Various City Projects, and authorize staff to negotiate contracts with the six highest ranked firms: Walters Zackria Associates, Synalovski Romanik Saye, Bermello Ajamil & Partners, Cartaya & Associates Architects, Song & Associates, and Design Kollaborative Architects/Planners.
(No cost at this time.)

Summary of Purpose and Why:

RLI E-32-15 was issued to select multiple firms to provide continuing professional architectural and structural engineering services to the City for projects for which the construction cost will not exceed \$2 million, and for any study activity for which fees will not exceed \$200,000. City Commission approval of the ranking order presented by the Selection/Evaluation Committee is requested, and authorization is requested for appropriate City staff to negotiate contracts with the six highest-ranked firms as detailed above.

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

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>6/26/15</u>	<u>APPROVE</u>	<u>Robert McCaughan</u>
General Services	<u>6/25/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>6/29/15</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>6-30-15</u>	<u>Approval</u>	<u>[Signature]</u>

City Manager [Signature] [Signature]

ACTION TAKEN BY COMMISSION:

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

MEMORANDUM

Purchasing #15-090
June 25, 2015

To: Dennis W. Beach, City Manager
Through: Otis J. Thomas, General Services Director *OT.*
From: Jeffrey English, Purchasing Agent
Subject: Background for E-32-15, Continuing Contract for Professional
Environmental Testing and Consulting Services

Contract Need/Background

The Request for Letters of Interest (RLI) #E-32-15 was issued to select multiple firms to provide continuing professional architectural and structural engineering services to the City for projects for which the construction cost will not exceed \$2 million, and for any study activity for which fees will not exceed \$200,000. Alessandra Delfico, City Engineer, provided the project scope of services.

Mailing List

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

Number of firms submitting proposals 14

Advertising

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

Selection/Evaluation Committee

Fourteen responses were received to the solicitation. The Selection/Evaluation Committee met on June 16 (in a public meeting) to review and evaluate the responses. All responses were reviewed, and the Committee ranked the firms. Copies of the minutes of the meeting, and the voting matrix and scoring sheets, are attached.

Recommendation

The recommendation from the Selection/Evaluation Committee to the City Commission is to approve the ranking order, and authorize the City staff to negotiate contracts with the

six-highest-ranked firms: Walters Zackria Associates, Synalovski Romanik Saye, Bermello Ajamil & Partners, Cartaya & Associates Architects, Song & Associates, and Design Kollaborative Architects/Planners.

attachments

cc: file

**MINUTES
SELECTION / EVALUATION COMMITTEE
RLI #E-32-15
CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
SERVICES FOR VARIOUS CITY PROJECTS**

**Public Works Administration Conference Room
11:22 A.m. 06/16/15**

The committee consisted of:

Alessandra Delfico, City Engineer (Voting)
Tammy Good, Civil Engineer II (Voting)
Jae Eun Kim, Planner (Voting)
Christopher Schlageter, Construction Project Manager (Voting)
Clayton Young, Civil Engineer II (Voting)
Also in attendance: Jeff English, Purchasing Agent

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

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

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

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

(1)	Walters Zackria Associates.....	426
(2)	Synalovski Romanik Saye.....	424
(3)	Bermello Ajamil & Partners.....	418
(4)	Cartaya & Associates Architects.....	414
(5)	Song & Associates.....	411
(6)	Design Kollaborative Architects/Planners.....	407
(7)	CPZ Architects.....	390
(8)	Gallo Herbert Architects.....	384
(9)	BEA Architects.....	365
(10)	Amman & Whitney.....	346
(11)	Currie Sowards Aguila Architects.....	341
(12)	Singer Architects.....	336
(13)	Dynamic Engineering Solutions.....	322
(14)	Bridge Associates.....	315

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

A copy of the voting matrix is attached. The Committee decided oral presentations would not be required as the scoring results showed sufficient distinction between the responding firms. The Committee then discussed how many firms should be recommended for continuing contracts. The consensus of the Committee was that the top six scored firms would be recommended for contracts, with work authorizations assigned as appropriate to each firm's skill set. An agenda item will be prepared to present the Committee's recommendation to the City Commission for their approval to negotiate contracts with the with the six highest-ranked firms as detailed above.

The Committee meeting adjourned at 12:42 p.m.

CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

	Total Potential Points	Amman & Whitney	BEA Architects	Bermello Ajamil & Partners	Bridge Design Associates	Cartaya & Associates Architects	CPZ Architects	Currie Sowards Aguila Architects
Committee Member	Potential Points							
Alessandra Delfico								
Prior Experience	0-45	38	40	37	38	40	40	38
Qualifications of Personnel	0-35	30	32	31	31	32	32	25
Proximity of the Nearest Office	0-10	10	10	10	10	10	10	10
Certified Minority Business Enterprise	0-10	0	7	3	0	8	2	0
	Total =	78	89	81	79	90	84	73
Committee Member	Potential Points							
Tammy Good								
Prior Experience	0-45	38	39	45	38	43	40	40
Qualifications of Personnel	0-35	30	30	35	30	34	30	27
Proximity of the Nearest Office	0-10	10	7	9	7	9	8	8
Certified Minority Business Enterprise	0-10	0	7	3	0	8	2	0
	Total =	78	83	92	75	94	80	75
Committee Member	Potential Points							
Jae Eun Kim								
Prior Experience	0-45	30	25	35	25	30	35	25
Qualifications of Personnel	0-35	20	20	30	15	20	20	15
Proximity of the Nearest Office	0-10	10	5	5	5	5	5	5
Certified Minority Business Enterprise	0-10	0	7	3	0	8	2	0
	Total =	60	57	73	45	63	62	45

	Total Potential Points	Design Kollaborative Architects	Dynamic Engineering Solutions	Gallo Herbert Architects	Singer Architects	Song & Associates	Synalovski Romanik	Walters Zackria Associates
Committee Member	Potential Points							
Alessandra Delfico								
Prior Experience	0-45	39	40	38	37	41	40	42
Qualifications of Personnel	0-35	30	31	30	28	32	32	33
Proximity of the Nearest Office	0-10	10	10	10	10	10	10	10
Certified Minority Business Enterprise	0-10	2	0	2	2	6	8	5
	Total =	81	81	80	77	89	90	90

Committee Member	Potential Points							
Tammy Good								
Prior Experience	0-45	44	38	41	36	44	43	44
Qualifications of Personnel	0-35	34	28	33	27	34	34	34
Proximity of the Nearest Office	0-10	10	10	9	9	7	9	9
Certified Minority Business Enterprise	0-10	2	0	2	2	6	8	5
	Total =	90	76	85	74	91	94	92

Committee Member	Potential Points							
Jae Eun Kim								
Prior Experience	0-45	25	25	30	30	35	35	35
Qualifications of Personnel	0-35	20	15	20	15	25	20	25
Proximity of the Nearest Office	0-10	10	10	5	5	5	5	5
Certified Minority Business Enterprise	0-10	2	0	2	2	6	8	5
	Total =	57	50	57	52	71	68	70

CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

	Total Potential Points	Amman & Whitney	BEA Architects	Bermello Ajamil & Partners	Bridge Design Associates	Cartaya & Associates Architects	CPZ Architects	Currie Sowards Aguila Architects
Committee Member	Potential Points							
Chris Schlageter								
Prior Experience	0-45	20	22	40	22	39	34	35
Qualifications of Personnel	0-35	20	20	30	20	29	30	20
Proximity of the Nearest Office	0-10	10	5	8	7	10	10	10
Certified Minority Business Enterprise	0-10	0	7	3	0	8	2	0
	Total =	50	54	81	49	86	76	65

Committee Member	Potential Points							
Clayton Young								
Prior Experience	0-45	40	35	44	30	35	44	42
Qualifications of Personnel	0-35	30	32	34	32	30	32	33
Proximity of the Nearest Office	0-10	10	8	10	5	8	10	8
Certified Minority Business Enterprise	0-10	0	7	3	0	8	2	0
	Total =	80	82	91	67	81	88	83

Committee Members (Average)								
Prior Experience	0-45	33	32	40	31	37	39	36
Qualifications of Personnel	0-35	26	27	32	26	29	29	24
Proximity of the Nearest Office	0-10	10	7	8	7	8	9	8
Certified Minority Business Enterprise	0-10	0	7	3	0	8	2	0
	Average Score =	69	73	84	63	83	78	68

Committee Members (Total)								
Prior Experience	0-225	166	161	201	153	187	193	180
Qualifications of Personnel	0-175	130	134	160	128	145	144	120
Proximity of the Nearest Office	0-50	50	35	42	34	42	43	41
Certified Minority Business Enterprise	0-50	0	35	15	0	40	10	0
	Grand Total=	346	365	418	315	414	390	341

CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

	Total Potential Points	Design Kollaborative Architects	Dynamic Engineering Solutions	Gallo Herbert Architects	Singer Architects	Song & Associates	Synalovski Romanik	Walters Zackria Associates
Committee Member	Potential Points							
Chris Schlageter								
Prior Experience	0-45	43	30	38	15	31	37	40
Qualifications of Personnel	0-35	34	30	32	20	26	33	30
Proximity of the Nearest Office	0-10	10	10	10	10	8	10	10
Certified Minority Business Enterprise	0-10	2	0	2	2	6	8	5
	Total =	89	70	82	47	71	88	85

	Potential Points							
Committee Member	Potential Points							
Clayton Young								
Prior Experience	0-45	44	20	40	42	44	38	42
Qualifications of Personnel	0-35	34	15	30	32	33	28	32
Proximity of the Nearest Office	0-10	10	10	8	10	6	10	10
Certified Minority Business Enterprise	0-10	2	0	2	2	6	8	5
	Total =	90	45	80	86	89	84	89

Committee Members (Average)								
Prior Experience	0-45	39	31	37	32	39	39	41
Qualifications of Personnel	0-35	30	24	29	24	30	29	31
Proximity of the Nearest Office	0-10	10	10	8	9	7	9	9
Certified Minority Business Enterprise	0-10	2	0	2	2	6	8	5
	Average Score =	81	64	77	67	82	85	85

Committee Members (Total)								
Prior Experience	0-225	195	153	187	160	195	193	203
Qualifications of Personnel	0-175	152	119	145	122	150	147	154
Proximity of the Nearest Office	0-50	50	50	42	44	36	44	44
Certified Minority Business Enterprise	0-50	10	0	10	10	30	40	25
	Grand Total=	407	322	384	336	411	424	426

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Amman & Whitney

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>38</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>30</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>78</u>

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

Why have an architectural sub Glavovic Studio? Okay projects

Alessandra Delfico
 Signature of Evaluator

6-16-15
 Date

Alessandra Delfico
 Printed Name

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: BEA Architects, Inc.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>32</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>7</u>
TOTAL		<u>89</u>

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

BIM, good project experience

Alessandra Delfico
 Signature of Evaluator

6-16-15
 Date

Alessandra Delfico
 Printed Name

EVALUATION CRITERIA
RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Bermello Ajamil & Partners, Inc.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>37</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>31</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>3</u>
TOTAL		<u>81</u>

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

Mixed past experience

Parks master plan good, Palm Aire Park okay

Alessandra Delfico
Signature of Evaluator

10-6-15
Date

Alessandra Delfico
Printed Name

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Bridge Design Associates, Inc.

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

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

Good for Bridge design.

Alessandra Delfico
 Signature of Evaluator

6-16-15
 Date

Alessandra Delfico
 Printed Name

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Cartaya & Associates Architects

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>32</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>8</u>
TOTAL		<u>90</u>

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

Great experience

Alessandra Delfico 6-16-15
 Signature of Evaluator Date

Alessandra Delfico
 Printed Name

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: CPZ Architects, Inc.

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

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

Okay projects, the architecture is okay looking.

Alessandra Delfico 10-16-15
 Signature of Evaluator Date

Alessandra Delfico
 Printed Name

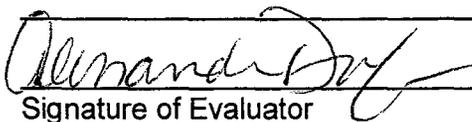
EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Currie Sowards Aguila Architects

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>38</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>25</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>73</u>

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

Mixed past experience, no resumes, wrong person listed as City Engineer


 Signature of Evaluator

6-16-15
 Date

Alessandra Delfico
 Printed Name

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Design Kollaborative Architects/Planners

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>39</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>30</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL			<u>81</u>

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

Responsive firm to work with.


 Signature of Evaluator

6-16-15
 Date

Alessandra Delfico
 Printed Name

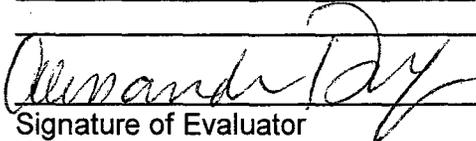
EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Dynamic Engineering Solutions, Inc.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>31</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>81</u>

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

Good contractor for seawall design.


 Signature of Evaluator

6-16-15
 Date

Alessandra Delfico
 Printed Name

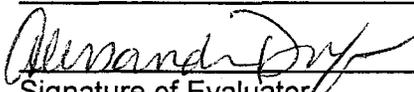
EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Gallo Herbert Architects

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>38</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>30</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL		<u>80</u>

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

Decent experience


 Signature of Evaluator

6-16-15
 Date

Alessandra Delfico
 Printed Name

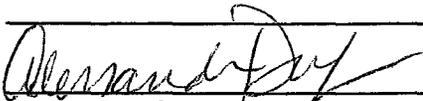
EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Singer Architects, Inc.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>37</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>28</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL		<u>77</u>

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

Mixed past experience, high project manager turnover for City Hall project


 Signature of Evaluator

6-16-15
 Date

Alessandra Delfico
 Printed Name

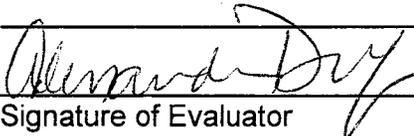
EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Song & Associates

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>41</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>32</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>6</u>
TOTAL		<u>89</u>

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

Good portfolio


6-16-15
Alessandra Delfico

Signature of Evaluator Date Printed Name

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Synalovski Romanik Saye, LLC

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>32</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>8</u>
TOTAL		<u>90</u>

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

BIM, good project experience

Alessandra Delfico
 Signature of Evaluator

6-16-18
 Date

Alessandra Delfico
 Printed Name

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Walters Zackria Associates

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>42</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>33</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>5</u>
TOTAL			<u>90</u>

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

Great firm to work with, good past experiences

Alessandra Delfico
 Signature of Evaluator

6-16-15
 Date

Alessandra Delfico
 Printed Name

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: AMMANN & WHITNEY

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>38</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>30</u>
3 Proximity of the nearest office to the project location: a. Location - <u>POMPANO</u> b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>78</u> 88

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

- acquired Delose D.C.
- civil, structural, MEP, fire, EM services!
- Glavic - Architecture (ART) multi-family proj's
- PVT Projects. (few)

Tammy Good
 Signature of Evaluator

6-15-15
 Date

TAMMY GOOD
 Printed Name

EVALUATION CRITERIA

RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: ba

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>45</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>35</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>9</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>3</u>
TOTAL		<u>92</u>

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

Several govt projects. Beach, PSC, PARKS, Civic Ctr.
- Great list of Subs

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

EVALUATION CRITERIA

RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Bridge Design Associates, Inc.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>38</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	28 <u>30</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>07</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>75</u>

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

- Structural Services - primarily (bridges)
- Architectural Services - outsourced Architecture Green
- extensive Bridge Design = excellent

Tammy Goul
Signature of Evaluator

6-15-15
Date

TAMMY GOUL
Printed Name

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Cartaya & Associates, P.A.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>43</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>34</u>
3 Proximity of the nearest office to the project location: a. Location <u>FT. LAUDERDALE</u> b. Number of staff at the nearest office	0-10 points	<u>9</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>8</u>
TOTAL		<u>94</u>

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

- Solid Tech. Approach
- Several govt. projects
- exp. local, smaller firm

Tammy Good
 Signature of Evaluator

6-15-15
 Date

Tammy Good
 Printed Name

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: CPZ Architects, Inc.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	30 <u>40</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>30</u>
3 Proximity of the nearest office to the project location: a. Location <u>Plantation</u> b. Number of staff at the nearest office	0-10 points	<u>8</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL		<u>80</u>

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

- extensive govt work

- Diverse proj. exp: , L.S. , Pub. Safety , T.I. work, Fista.

- Prime Arch. for L.S.#21

- Larkin Contr. - Prime Arch ? Scharf & Assoc.

Tammy Good
 Signature of Evaluator

6-15-15
 Date

Tammy Good
 Printed Name

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: DES DYNAMIC ENGINEERING SOLUTIONS

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>38</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>28</u>
3 Proximity of the nearest office to the project location: a. Location <u>POMPANO BEACH</u> b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>76</u>

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

NOT AN ARCHITECTURAL FIRM

LIMITED STRUCTURAL EXP. MORE OF A SPECIALTY ENG. (MARINE, PILING-SECT)

KOI - DOCK DESIGN

Tammy Good 6-15-15 Tammy Good
 Signature of Evaluator Date Printed Name

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Gallo Herbert Architects

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>41</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>33</u>
3 Proximity of the nearest office to the project location: a. Location <u>Deerfield Beach</u> b. Number of staff at the nearest office	0-10 points	<u>9</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL		<u>85</u>

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

Vasquez Structures Eng. ?
-specialty → MASTER Planning / Urban Design *
-Diverse proj. exp.

Tammy Good 6-15-15
 Signature of Evaluator Date

Tammy Good
 Printed Name

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Singer Architects

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>36</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>27</u>
3 Proximity of the nearest office to the project location: a. Location <u>FT. LAUDERDALE</u> b. Number of staff at the nearest office	0-10 points	<u>9</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL		<u>74</u>

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

- City Hall Designer - Chris S.?
- High turnover of staff
- extensive Pvb. exp.

Tammy Good
 Signature of Evaluator

6-15-15
 Date

Tammy Good
 Printed Name

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Song & Associates, Inc

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	43 44 ⁽²⁾
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	34
3 Proximity of the nearest office to the project location: a. Location WPB b. Number of staff at the nearest office	0-10 points	7
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	6
TOTAL		(2) 86 91

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

- very debated tech approach
- Andrew Morgan - Structures
- recognize importance of permitting approval process beyond bldg. dept
- ext. govt. exp. (local)
- integrative design approach

Jammye Good
Signature of Evaluator

6-15-15
Date

Tammy Good
Printed Name

EVALUATION CRITERIA
RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: SRS

	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>43</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>34</u>
3 Proximity of the nearest office to the project location: a. Location Ft. LAUDERDALE b. Number of staff at the nearest office	0-10 points	<u>9</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>8</u>
TOTAL		<u>94</u>

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

- 1st hand exp. (C.J. Community Center)
- Very responsive firm
- solid sub list
- ext. exp. (govt.)

Tammy Good
Signature of Evaluator

6-15-15
Date

Tammy Good
Printed Name

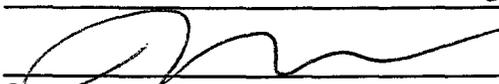
EVALUATION CRITERIA
RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Amman & Whitney

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects <i>various energy projects</i> c. References from past projects performed by the firm <i>Arch projects are done by G. Lavoviz</i> d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) <i>N/Know</i>	0-45 points	<u>70</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>20</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL			<u>60</u>

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

- PEs (Civil, structural, Mechanical, Electrical) are main firm members
AIA, PLA, PSM - are subconsultant
Recent work experiences (Dallas - LA, & Arch)
- worded - incorrect wording → not strong involvement of project


 Signature of Evaluator 6/16/15
 Date

Joe Eun Kim
 Printed Name

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: BEA

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity:	0-45 points	<u>25</u>
a. Number of similar projects		
b. Complexity of similar projects		<i>City hall / but average streetscape design</i>
c. References from past projects performed by the firm		
d. Previous projects performed for the City (provide description)		
e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)		<i>0 in 5 years</i>
2 Qualifications of personnel including sub consultants:	0-35 points	<u>20</u>
a. Organizational chart for project		
b. Number of technical staff		<i>45</i>
c. Qualifications of technical staff:		<i>12</i>
(1) Number of licensed staff		
(2) Education of staff		
(3) Experience of staff on similar projects		
3 Proximity of the nearest office to the project location:	0-10 points	<u>5</u>
a. Location		<i>Miami</i>
b. Number of staff at the nearest office		
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>7</u>
TOTAL		<u>57</u>

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

- Archs, LEED AP, & 1 PE - all other ~~sub~~ consultant*
- not labeled booklet*
- various general experiences*
- insufficient information of city projects involved*

Signature of Evaluator:  Date: 6/16/15 Printed Name: Joe Eun Kim

EVALUATION CRITERIA
RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: BA

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects <i>Yes. Multi-discipline.</i> c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>25</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>20</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>5</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>3</u>
TOTAL		<u>93</u>

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

various professionals - PIA, PE & AIA LEED

various PEs - MEP, fire, structure, civil, surveying

various experiences with city

Signature of Evaluator: [Signature] Date: 6/16/15 Printed Name: Joe Eun Kim

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Bridge Design

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>25</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>15</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>5</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>45</u>

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

One AD as sub-consultant (Architect Green)
all P.E. primary.
various projects are done by Architect-Green.
Not Bridge Design - Architect/Structural needed.

[Signature] 6/16/15 Jill Eun Kim
 Signature of Evaluator Date Printed Name

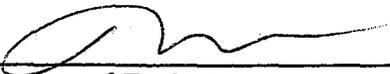
EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Cartaya & associates

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm <i>6 projects</i> d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) <i>1 for last 3 years</i>	0-45 points	<u>30</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>20</u>
3 Proximity of the nearest office to the project location: a. Location <i>Fort Lauderdale</i> b. Number of staff at the nearest office	0-10 points	<u>5</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>8</u>
TOTAL		<u>63</u>

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

- not various field professionals only Architect & other consultant
- Impact. Namecell - good overall experiences with City staff of the project

 6/16/15
 Signature of Evaluator Date

Joe Eun Kim
 Printed Name

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: CPZ

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects <i>Various experience</i> b. Complexity of similar projects <i>Yes</i> c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) <i>0</i>	0-45 points	<u>35</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>20</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>5</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL		<u>62</u>

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

- just AIA - all others' services ⇒ consultants
- plenty experience based on principal Architect
- new firm - relatively small
- 1st team - subcontractor - overall average experience with City last ...
- labor center

 6/16/15
 Signature of Evaluator Date

Joe Kim Kim
 Printed Name

EVALUATION CRITERIA
RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Currie

	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects <i>average</i> c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) <i>0</i>	0-45 points	<u>25</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>15</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>5</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>45</u>

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

- average experience with pier party
- average design solution.
- only one P.E as a consultant - sub
- all AIA & LEED AP.
- need details
- had construction management experience

[Signature]
 Signature of Evaluator

6/16/15
 Date

Joe Sun Kim
 Printed Name

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: DK Architects

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>25</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>20</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL		<u>57</u>

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

- less overall experience with Arch. work.
- not in communication
- all Arch's & all other professionals by sub-consultants
- not consultant.
- projects - private in City.

 6/16/15 Joe Egan
 Signature of Evaluator Date Printed Name

EVALUATION CRITERIA
RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: R & D Gieger

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity:	0-45 points	<u>90</u>
a. Number of similar projects <i>a few, not see various experience</i>		
b. Complexity of similar projects <i>Yes, Transit Center, children's center</i>		
c. References from past projects performed by the firm		
d. Previous projects performed for the City (provide description)		
e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) <i>3 cases</i>		
2 Qualifications of personnel including sub consultants:	0-35 points	<u>15</u>
a. Organizational chart for project		
b. Number of technical staff		
c. Qualifications of technical staff:		
(1) Number of licensed staff		
(2) Education of staff		
(3) Experience of staff on similar projects		
3 Proximity of the nearest office to the project location:	0-10 points	<u>5</u>
a. Location		
b. Number of staff at the nearest office		
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL		<u>52</u>

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

- only Architect but MBA degree holder of P.I.C.
- & all other sub-consultant, but 9 different sub-consult.
- Solar panel projects in parks.
- under new management


 Signature of Evaluator

6/16/15
 Date

Joe Eun Kim
 Printed Name

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Song

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>35</u>
<i>park, Bldg, prev (various Design experience) & completion of construction)</i> <i>0</i>		
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>28</u>
<i>60</i>		
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>5</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>6</u>
TOTAL		<u>71</u>

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

- ALA, Interior Designer, GFC, planner on staff
- PE - Keith & Asso.
- Civil, LA, PSM
- PE - Adnan Mujam - Structural
- PE - MEP JURD

[Signature] 6/16/15 Julie Eun Kim
 Signature of Evaluator Date Printed Name

EVALUATION CRITERIA
RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Synalovski RomanikSake

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects ← various b. Complexity of similar projects ← less c. References from past projects performed by the firm → Good results & easy to work with Architect. d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) 2 (by contractor)	0-45 points	<u>25</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>20</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>5</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>8</u>
TOTAL			<u>68</u>

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

- AIA, LEED AP, only - PLA, PE are subconsultant Keith

- various city (municipal) projects

[Signature] - 6/16/15 - Joe Eun Kim
 Signature of Evaluator Date Printed Name

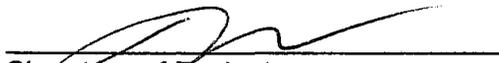
EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Walters Zaelena Asso.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity:	0-45 points	<u>35</u>
a. Number of similar projects		
b. Complexity of similar projects		
c. References from past projects performed by the firm		
d. Previous projects performed for the City (provide description)		
e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)		
<i>Good sample of public sector work diverse as well.</i>		
2 Qualifications of personnel including sub consultants:	0-35 points	<u>28</u>
a. Organizational chart for project		
b. Number of technical staff		
c. Qualifications of technical staff:		
(1) Number of licensed staff		
(2) Education of staff		
(3) Experience of staff on similar projects		
3 Proximity of the nearest office to the project location:	0-10 points	<u>5</u>
a. Location		
b. Number of staff at the nearest office		
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>5</u>
TOTAL		<u>70</u>

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

- All Arch, 1 GC & 1 Constr. Engr - other sub consultant & some PE LA other final PE
- innovative design solution
- responsive with city staff
- consistent manner - good based on city staff

 6/16/15 Joe Eun Kim
 Signature of Evaluator Date Printed Name

①

EVALUATION CRITERIA
RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: Amman Whitney

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

TOTAL

50

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

FIVE FOR STRUCTURAL MAJORITY RELATED
WORK

Chris Schugeter 6-16-15

CHRIS SCHUGETER

(2)

EVALUATION CRITERIA

RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: BEA Architects, Inc

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>22</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>20</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>5</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>7</u>

TOTAL

54

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

SOLID ORGANIZATION BUT MORE
EXPERIENCE ON SIMILAR GOVERNMENT PROJECTS NEEDED

CR SCHWABER 6-16-15 CHRIS SCHWABER

(13)

EVALUATION CRITERIA

RLI E-32-15 - CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: BERMELLO AJAMIL & PARTNERS

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>30</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>8</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	3 3 <u>CFS</u> 3 <u>81</u>
TOTAL		<u>81</u>

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

GOOD SOLID FIRM W/ STRONG SUBCONSULTANTS

CFS GUARANTEE 6-16-15 CHRIS SCHLAGETER

4

EVALUATION CRITERIA

RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: BRIDGE DESIGN ASSOCIATES

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>22</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>20</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>7</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		49 49

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

STRUCTURAL SPECIALTY ONLY.

[Signature] 6-16-15
 Date

[Signature] CHRIS SCHLAGETER
 Printed Name

EVALUATION CRITERIA
RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: CARTAYA & ASSOC.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	40 39
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	29
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	10
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	8
TOTAL		<u>86</u>

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

SOLID DESIGN FIRM

[Signature]
Signature of Evaluator

6-16-15
Date

CHRIS SCHLAGETER
Printed Name

6

EVALUATION CRITERIA

RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: CPZ ARCHITECTS

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>34</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>30</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL			<u>76</u>

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

I THINK THEY ARE A GOOD CANDIDATE
FOR CITY PROJECTS.

6-16-15 CHRIS SCHLAGETER

EVALUATION CRITERIA

RLI E-32-15 - CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: CURRIE SOWARDS AGUILA ARCHITECTS

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

TOTAL

65

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

CURRIE SOWARDS

~~FOR~~ CONSTRUCTION ADMINISTRATION ^{TEAM} NEEDS

TO WORK ON IMPROVING. Need

TO PAY MORE ATTENTION TO CONSISTENCY

& Follow-up.

6-16-15 CHRIS SCHLAGETER

EVALUATION CRITERIA

RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: DESIGN KOLLABORATIVE

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>43</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>34</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL		<u>89</u>

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

STRONG DESIGN FIRM !

[Signature] 6-16-15 CHRIS SCHLAGER
Printed Name

EVALUATION CRITERIA
RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: DYNAMIC ENGINEERING

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

TOTAL

70

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

GOOD Firm To use AS A SUBCONSULTANT

AS PER 6-16-15 CHRIS SCHLAGETER

EVALUATION CRITERIA

RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: GALLO HERBERT ARCHITECTS

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>38</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>32</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL		<u>82</u>

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

WELL KNOWN ARCHITECTURAL FIRM IN
THE POMPANO AREA FOR PRIVATE PROJECTS

Chris Schwager 6-16-15 CHRIS SCHWAGER
Printed Name

EVALUATION CRITERIA

RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: SINGER ARCHITECTS

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

TOTAL

47

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

City HAS used them in PAST for
INTERIOR Build outs. FIRM used to BE
A STRONG FIRM 5 YRS AGO BUT COMPANY WAS
SOLD & STAFF TURNOVER MAJOR ISSUE.
AR SCHAFFNER 6-16-15 CHRIS SCHLAGETER

EVALUATION CRITERIA

RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: SONG & Associates

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>31</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>26</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>8</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>6</u>
TOTAL			<u>71</u>

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

Like to see this firm submit A(RLI)
on future city work.

Chris Schlegel 6-16-15 CHRIS SCHLEGEL

EVALUATION CRITERIA

RLI E-32-15 - CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: SYNA LOUSKI ROMANIK SAYE

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>37</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>33</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>8</u>
TOTAL		<u>88</u>

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

ANOTHER STRONG FIRM AS (RLI) CANDIDATE
FOR NEW WORK.

AP [Signature] 6-16-15 CHRIS SCHACETER

EVALUATION CRITERIA

RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: WALTERS ZACKRIA ASSOCIATES

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

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

FAMILIAR WITH CITY OF
POMPANO MINDSET. STRONG FIRM

6-16-15 CHRIS SCHLAIFER

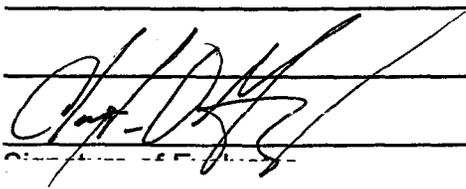
EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: AMMANN & WHITNEY

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>30</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>80</u>

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

ARCHITECTURAL SUB SEEM VERY INNOVATIVE (Interior Design)
PAST EXPERIENCE - STRONG STRUCT.



6/16/15

CLAYTON YOUNG

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: BEA

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>35</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>32</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>8</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>7</u>
TOTAL		<u>80</u> 82 JP

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

WAS NOT IMPRESSED w/ PRESENTATION NOT PROMINENT
IN PROJECTS LISTED

[Signature] 2/16/15 CLAYTON YOUNG

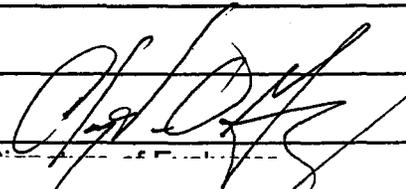
EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: BERMELO ATAMIL

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>44</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>34</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>3</u>
TOTAL		<u>91</u>

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

TEAM SEEMS STRONG.
REASON OF PAST PERFORMANCE

 6-16-15 CLAYTON YOUNG

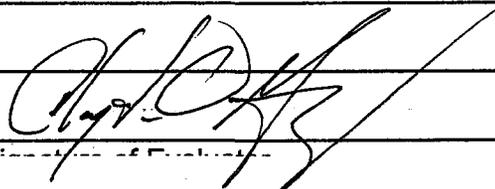
EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: BEDGE DESIGN ASSOCIATES

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	35 30
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>32</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>5</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>67</u>

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

No Surveyor, landscape architect

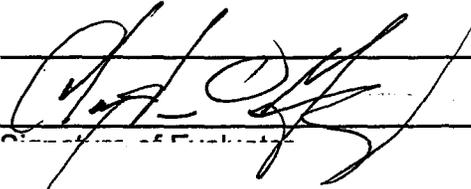
 6/16/15 Clayton Young
 Director of Evaluation Date Printed Name

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: CARTAYA & ASSOCIATES

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>35</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>30</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>8</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>8</u>
TOTAL		<u>81</u>

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

 6/16/15 CLAYTON YOUNG
Printed Name

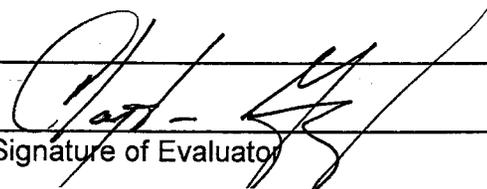
EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: CPZ

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>44</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>32</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL		<u>88</u>

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

COMPLETED PROJECTS LOOK VERY IMPRESSIVE.



Signature of Evaluator

6-16-15
Date

CLAYTON YOUNG
Printed Name

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: CURRIE SOWARDS AGUILA

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	_____ <u>42</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	_____ <u>33</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	_____ <u>8</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	_____ <u>0</u>
TOTAL		_____ <u>83</u>

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

DONE LOT OF WORK OF THE CITY, SHOULD PAY
CLOSER ATTENTION TO DETAILS

[Signature]

6-16-15

CLAYTON YOUNG

EVALUATION CRITERIA

RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: DESIGN KOLLABORATIVE

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>44</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>34</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL			<u>90</u>

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

CONSULTANT APPEARS ^{TO HAVE} THE FULL SPECTRUM OF ^{THE} SERVICES WE REQUIRE.

[Signature]

6-16-15

CLAYTON YOUNG

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: DYNAMIC ENGINEERING SOLUTIONS

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

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

LIMITED WORK EXPERIENCE & ORGANIZATION

[Signature] 6/16/15 CLAYTON YOUNG

Director of Evaluation Date Printed Name

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: CALLO HERBERT

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>30</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>8</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL		<u>80</u>

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

NO FAIR, BASIC BUT GOOD

[Signature] 6/16/15 CURTIS YOUNG

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: SINGER ARCHITECTS

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>42</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>32</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>2</u>
TOTAL		<u>76</u> 86 <i>JL</i>

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

PAST PERFORMANCE W/ CITY NOT GREAT
HIGH TURNOVER OF STAFF

[Signature] 0-16-15 CLAYTON YOUNG
City of Evaluation Date Printed Name

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: SOWC & ASSOCIATES

	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>44</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>33</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>6</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>6</u>
TOTAL		<u>89</u>

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

DESIGNS IMPRESSIVE. SEEM VERY DILIGENT
HOLISTIC APPROACH TO PROJECTS

Clayton Young
 Director of Evaluation

C-16-15
 Date

CLAYTON YOUNG
 District Manager

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: SR S

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>38</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>28</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>8</u>
TOTAL			<u>84</u>

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

REASON FOR THIS RATING WAS GOOD

[Signature] 6/16/13 CURTIS YOUNG

EVALUATION CRITERIA
 RLI E-32-15 – CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
 SERVICES FOR VARIOUS CITY PROJECTS

VENDOR NAME: WALTERS - ZACKER ASSOC.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>42</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>32</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>5</u>
TOTAL		<u>89</u>

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

LONG ASSOCIATION WITH THE CITY THAT HAS PRODUCED
SOME QUALITY PROJECTS.

[Signature]
 Director of Evaluation

6/16/15
 Date

CLAYTON YOUNG
 District Manager

CITY OF POMPANO BEACH RESPONSES

R.L.I E-32-15

CONTINUING CONTRACT FOR ARCHITECTURAK STRUCTURAL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

May 26, 2015

Company Responding:	Address	City, State, Zip
Amman & Whitney	470 S. Andrews Ave., Ste #206	Pompano Beach, 33069
BEA Architects, Inc.	3075 NW South River Dr.	Miami, FL 33142
Bermello Ajamil & Partners, Inc.	900 SE 3rd Ave., Ste #203	Ft. Lauderdale, FL 33316
Bridge Design Associates, Inc.	1402 Royal Palm Beach Blvd., Ste #200	Royal Palm Beach FL 33411
Cartaya & Associates Architects	2400 E Commercial Blvd., Ste #201	Ft. Lauderdale, FL 33308
CPZ Architects, Inc.	4316 W Broward Blvd.	Plantation, FL 33317
Currie Sowards Aguila Architects	185 NE 4th Ave., Ste #101	Delray Beach, FL 33483
Design Kollaborative Architects/Planners	24 NE 24th Ave.	Pompano Beach, FL 33062
Dynamic Engineering Solutions, Inc.	95 N Federal Hwy., Ste #212	Pompano Beach, FL 33062
Gallo Herbert Architects	1311 W Newport Center Dr., Ste. A	Deerfield Beach, FL 33442
Singer Architects, Inc.	915 Middle River Dr.	Ft. Lauderdale, FL 33304
Song & Associates	1545 Centerpark Drive N	West Palm Beach, FL 33401
Synalovski Romanik Saye, LLC	1800 Eller Dr., Ste #500	Ft. Lauderdale, FL 33316
Walters Zackria Associates	1500 W Cypress Creek Rd., Ste #105	Ft. Lauderdale, FL 33309



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-32-15**

**CONTINUING CONTRACT FOR ARCHITECTURAL AND
STRUCTURAL ENGINEERING SERVICES FOR
VARIOUS CITY PROJECTS**

**RLI OPENING: May 26, 2015 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

April 24, 2015

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR LETTERS OF INTEREST (RLI)
E-32-15

CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL ENGINEERING
SERVICES FOR VARIOUS CITY PROJECTS

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

The City will receive sealed proposals until **2:00 p.m. (local), May 26, 2015**, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

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

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

- Municipal Buildings
- Bridge repair, reconstruction, or replacement projects.
- Miscellaneous building repair or improvement projects.
- Roofing repair or replacement projects.
- Seawall repair, reconstruction, or replacement projects.
- Parks and Recreational Facilities projects.
- Emergency power projects.
- The City's approved Capital Improvement Program maybe found here http://pompanobeachfl.gov/pages/department_directory/budget/budget.html.php

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

- Prepare preliminary design reports and/or design alternative recommendations. This may include various types of modeling, surveying and field data analysis. Preparation of preliminary cost estimates.

- Prepare all required bidding/construction documents for projects. This may include the preparation of surveys, design plans and construction documents, technical specifications, and cost estimates. Attendance at required pre-design, design, bidding and bid award meeting may also be required.
- Attend a pre-bid conference, prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting/construction services.
- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County and City).
- Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, certification of projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications.
- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.
- Firms must have previous municipal experience and must be licensed to practice Professional Architecture and/or Engineering in the State of Florida, Florida State Statute 481, by the Board of Professional Regulation.

3 Term of Contract

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

4. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business

Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/departments_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were

contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

6. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound proposal and five (5) bound photocopies of the proposal. Use 8 ½" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

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

Title page:

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

Table of Contents:

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

Letter of Interest:

A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

Project Team Form:

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

References:

Provide references for past projects in the State of Florida, especially in the tri-county area (Broward, Palm Beach, and Miami-Dade). Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Minority Business Enterprises:

It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

Small Business Enterprises:

Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

Local Businesses:

Completed Local Business program forms, Exhibits E-H, if applicable.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

Acknowledgement of all Addenda issued.

City Forms:

Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
-------------------	--------------------	-----------

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

* Policy to be written on a claims incurred basis

XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse		
— hazard	property damage	
— underground hazard		

—	products/completed operations hazard	bodily injury and property damage
XX	contractual insurance	combined
XX	broad form property damage	
XX	independent contractors	
XX	personal injury	personal injury

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

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

REAL & PERSONAL PROPERTY

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

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

XX	PROFESSIONAL LIABILITY	\$2,000,000.	\$2,000,000.
	* Policy to be written on a claims made basis		

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

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

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

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

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

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

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

9. Hold Harmless and Indemnification

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

10. Retention of Records and Right to Access

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

11. Communications

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

12. No Discrimination

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

13. Independent Contractor

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

14. Staff Assignment

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

15. Contract Terms

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. Acceptance Period

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RLI Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

22. Standard Provisions

a. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

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

c. Conflict Of Interest

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

d. Drug Free Workplace

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

e. Public Entity Crimes

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

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and

all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Familiarity With Laws

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

h. Withdrawal Of Proposals

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

i. Composition Of Project Team

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

j. Invoicing/Payment

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

k. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

23. Questions and Communication

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

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROJECT TEAM

RLI NUMBER _____

Federal I.D.# _____

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	_____	_____	_____
Project Manager	_____	_____	_____
Asst. Project Manager	_____	_____	_____
Other Key Member	_____	_____	_____
Other Key Member	_____	_____	_____

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	_____	_____
	_____	_____
Landscaping	_____	_____
	_____	_____
Engineering	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title: _____ Contractor's Name: _____

<u>Name of Firm</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount/Percentage</u>

(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly YES NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

(Date)

(Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

- ___ Did not bid in response to the invitation
- ___ Submitted a bid that was not the low responsible bid
- ___ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

7. List the SBEs you will utilize and subcontract amount/percentage.

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- _____ Did not bid in response to the invitation
- _____ Submitted a bid which was not the low responsible bid
- _____ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

___ Yes ___ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

___ Yes ___ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

EXHIBIT I

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI # _____

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.) You must include copies of the MBE certificates for each firm listed.

Name of Firm	Certificate Included?

STATEMENT OF NO RESPONSE
E-32-15 CONTINUING CONTRACT FOR ARCHITECTURAL AND STRUCTURAL
ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to submit on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Request for Letters of Interest
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

Meeting Date: 07/14/15

Agenda Item 8

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approve ranking order for RLI L-36-15 Continuing Contract for Professional Surveying and Mapping Services, and authorize staff to negotiate contracts with the six highest ranked firms: Sea Diversified, Inc., Keith & Associates, Inc., CB&I Environmental & Infrastructure, Inc., Craven Thompson & Associates, Aviom & Associates, Inc. and Engenuity Group Inc. (No cost at this time.)

Summary of Purpose and Why:

RLI L-36-15 was issued to obtain responses from professional firms to provide continuing services to the City for professional surveying and mapping services for those projects with a construction cost not exceeding \$2 million, and for any study activity for which fees will not exceed \$200,000. City Commission approval of the ranking order presented by the Selection/Evaluation Committee is requested, and authorization is requested for appropriate City staff to negotiate contracts with the six highest-ranked firms as detailed above.

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

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>6/26/15</u>	<u>APPROVE</u>	<u>Robert McCaughan</u>
General Services	<u>6/24/15</u>	<u>APPROVE</u>	<u>R. J. [Signature]</u>
Finance	<u>6/24/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
Budget	<u>6-30-15</u>	<u>APPROVE</u>	<u>[Signature]</u>

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

Purchasing #15-089
June 24, 2015

To: Dennis W. Beach, City Manager

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

From: Cassandra LeMasurier, Purchasing Supervisor *CL*

Subject: Background for L-36-15, Continuing Contract for Professional Surveying and Mapping Services

Contract Need/Background

The Request for Letters of Interest (RLI) #L-36-15 was issued to select multiple firms to provide continuing professional services to the City for professional surveying and mapping services for which the construction cost will not exceed \$2 million, and for any study activity for which fees will not exceed \$200,000. Alessandra Delfico, City Engineer, provided the project scope of services.

Mailing List

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

Number of firms submitting proposals 11

Advertising

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

Selection/Evaluation Committee

Eleven responses were received to the solicitation. The Selection/Evaluation Committee met on June 23 (in a public meeting) to review and evaluate the responses. All responses were reviewed, and the Committee ranked the firms. Copies of the minutes of the meeting, and the voting matrix and scoring sheets, are attached.

Recommendation

The recommendation from the Selection/Evaluation Committee to the City Commission is to approve the ranking order, and authorize the City staff to negotiate contracts with the

six-highest-ranked firms: Sea Diversified, Inc., Keith & Associates, Inc., CB&I Environmental & Infrastructure, Inc., Craven Thompson & Associates, Avirom & Associates, Inc. and Engenuity Group Inc.

attachments

cc: file

**MINUTES
SELECTION / EVALUATION COMMITTEE
RLI #L-36-15
CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES**

**Public Works Administration Conference Room
2:30 p.m. 06/23/15**

The committee consisted of:

Alessandra Delfico, City Engineer (Voting)
Tammy L. Good, Civil Engineer II (Voting)
Clayton Young, Civil Engineer II (Voting)
Also in attendance: Cassie LeMasurier, Purchasing Supervisor

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

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

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

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

(1)	Sea Diversified, Inc.	260
(2)	Keith & Associates, Inc.	256
(3)	CB&I Environmental & Infrastructure, Inc.	253
(4)	Craven Thompson & Associates	252
(5)	Avirom & Associates, Inc.	251
(5)	Engenuity Group Inc.	251
(6)	Cardno.....	249
(7)	Craig A. Smith & Associates	248
(8)	CPH, Inc.....	245
(9)	Stoner & Associates, Inc.....	236
(10)	Miller Legg.....	232

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

A copy of the voting matrix is attached. The Committee decided oral presentations would not be required as the scoring results showed sufficient distinction between the responding firms. The Committee then discussed how many firms should be recommended for continuing contracts. The consensus of the Committee was that the top six scored firms would be recommended for

contracts, with work authorizations assigned as appropriate to each firm's skill set. An agenda item will be prepared to present the Committee's recommendation to the City Commission for their approval to negotiate contracts with the with the six highest-ranked firms as detailed above.

The Committee meeting adjourned at 3:23 p.m.

Analysis Comparison L-36-15 Continuing Contract for Professional Surveying and Mapping Services

	Total Potential Points	Avirom & Associates, Inc.	Cardno	CB&I Environmental & Infrastructure, Inc.	CPH, Inc.	Craig A. Smith & Associates
Committee Member	Potential Points					
Alessandra Delfico						
Prior Experience	0-45	40	40	41	42	41
Qualifications of Personnel	0-35	32	31	32	32	32
Proximity of the Nearest Office	0-10	10	10	10	10	10
Certified Minority Business Enterprise	0-10	0	0	1	0	0
	Total =	82	81	84	84	83

	Potential Points					
Committee Member	Potential Points					
Tammy Good						
Prior Experience	0-45	43	41	43	44	44
Qualifications of Personnel	0-35	32	32	33	34	34
Proximity of the Nearest Office	0-10	9	9	9	8	9
Certified Minority Business Enterprise	0-10	0	0	1	0	0
	Total =	84	82	86	86	87

	Potential Points					
Committee Member	Potential Points					
Clayton Young						
Prior Experience	0-45	42	43	42	40	38
Qualifications of Personnel	0-35	33	33	30	30	30
Proximity of the Nearest Office	0-10	10	10	10	5	10
Certified Minority Business Enterprise	0-10	0	0	1	0	0
	Total =	85	86	83	75	78

Analysis Comparison L-36-15 Continuing Contract for Professional Surveying and Mapping Services

	Total Potential Points	Craven Thompson & Associates	Engenuity Group Inc.	Keith & Associates, Inc.	Miller Legg	Sea Diversified, Inc.	Stoner & Associates, Inc.
Committee Member	Potential Points						
Alessandra Delfico							
Prior Experience	0-45	41	40	38	40	44	40
Qualifications of Personnel	0-35	32	32	30	32	34	30
Proximity of the Nearest Office	0-10	10	10	10	10	10	10
Certified Minority Business Enterprise	0-10	1	5	5	0	0	0
	Total =	84	87	83	82	88	80

	Potential Points						
Committee Member	Potential Points						
Tammy Good							
Prior Experience	0-45	45	40	39	43	45	40
Qualifications of Personnel	0-35	35	30	30	33	35	30
Proximity of the Nearest Office	0-10	9	8	10	9	9	9
Certified Minority Business Enterprise	0-10	1	5	5	0	0	0
	Total =	90	83	84	85	89	79

	Potential Points						
Committee Member	Potential Points						
Clayton Young							
Prior Experience	0-45	37	40	42	30	43	35
Qualifications of Personnel	0-35	30	31	32	25	30	32
Proximity of the Nearest Office	0-10	10	5	10	10	10	10
Certified Minority Business Enterprise	0-10	1	5	5	0	0	0
	Total =	78	81	89	65	83	77

Analysis Comparison L-36-15 Continuing Contract for Professional Surveying and Mapping Services

	Total Potential Points	Avirom & Associates, Inc.	Cardno	CB&I Environmental & Infrastructure, Inc.	CPH, Inc.	Craig A. Smith & Associates
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Committee Members (Average)	Potential Points					
Prior Experience	0-45	42	41	42	42	41
Qualifications of Personnel	0-35	32	32	32	32	32
Proximity of the Nearest Office	0-10	10	10	10	8	10
Certified Minority Business Enterprise	0-10	0	0	1	0	0
Average Score =		84	83	84	82	83

Committee Members (Total)	Potential Points					
Prior Experience	0-135	125	124	126	126	123
Qualifications of Personnel	0-105	97	96	95	96	96
Proximity of the Nearest Office	0-30	29	29	29	23	29
Certified Minority Business Enterprise	0-30	0	0	3	0	0
Grand Total=		251	249	253	245	248

Analysis Comparison L-36-15 Continuing Contract for Professional Surveying and Mapping Services

	Total Potential Points	Craven Thompson & Associates	Engenuity Group Inc.	Keith & Associates, Inc.	Miller Legg	Sea Diversified, Inc.	Stoner & Associates, Inc.
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Committee Members (Average)	Potential Points						
Prior Experience	0-45	41	40	40	38	44	38
Qualifications of Personnel	0-35	32	31	31	30	33	31
Proximity of the Nearest Office	0-10	10	8	10	10	10	10
Certified Minority Business Enterprise	0-10	1	5	5	0	0	0
Average Score =		84	84	85	77	87	79

Committee Members (Total)	Potential Points						
Prior Experience	0-135	123	120	119	113	132	115
Qualifications of Personnel	0-105	97	93	92	90	99	92
Proximity of the Nearest Office	0-30	29	23	30	29	29	29
Certified Minority Business Enterprise	0-30	3	15	15	0	0	0
Grand Total=		252	251	256	232	260	236

EVALUATION CRITERIA

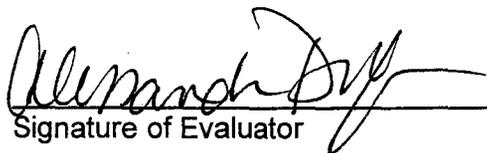
RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: Avirom & Associates, Inc.

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

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

The firm has been in business for 34 years. No bad experiences.


 Signature of Evaluator

June 23, 2015
 Date

Alessandra Delfico, City Engineer
 Printed Name

EVALUATION CRITERIA

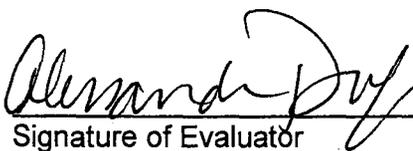
RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: CB&I Environmental & Infrastructure, Inc.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>41</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>32</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>1</u>
TOTAL			<u>84</u>

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

Coastal survey experience, GIS


June 23, 2015
Alessandra Delfico, City Engineer
 Signature of Evaluator Date Printed Name

EVALUATION CRITERIA

RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: CPH, Inc.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>42</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>32</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL			<u>84</u>

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

3d surveying, 24 years in business, many municipal clients. GIS


 Signature of Evaluator

June 23, 2015
 Date

Alessandra Delfico, City Engineer
 Printed Name

EVALUATION CRITERIA

RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: Craig A. Smith & Associates

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>41</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>32</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL			<u>83</u>

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

34 years old, 3d underground mapping and locate


 Signature of Evaluator

June 23, 2015
 Date

Alessandra Delfico, City Engineer
 Printed Name

EVALUATION CRITERIA
 RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: Craven Thompson & Associates

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>41</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>32</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>1</u>
TOTAL		<u>84</u>

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

3d surveying, GIS


 Signature of Evaluator

June 23, 2015
 Date

Alessandra Delfico, City Engineer
 Printed Name

EVALUATION CRITERIA

RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: Engenuity Group Inc.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>32</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>5</u>
TOTAL			<u>87</u>

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

Interesting mix of work, GIS.


June 23, 2015
Alessandra Delfico, City Engineer
 Signature of Evaluator Date Printed Name

EVALUATION CRITERIA

RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: Keith & Associates, Inc.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>38</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>30</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>5</u>
TOTAL			<u>83</u>

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

SUE, mixed track record for past assignments, the latest project NE 10th street was two months late

	June 23, 2015	Alessandra Delfico, City Engineer
Signature of Evaluator	Date	Printed Name

EVALUATION CRITERIA

RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: Miller Legg

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

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

good experiece, partner with sea diversified


 Signature of Evaluator

June 23, 2015
 Date

Alessandra Delfico, City Engineer
 Printed Name

EVALUATION CRITERIA

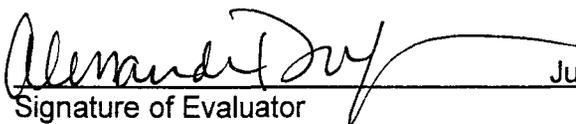
RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: Sea Diversified, Inc.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>44</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>34</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL			<u>88</u>

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

Ability to do GIS, water surveys and regular topographic surveys, good turn around on past work on the caliban canal


 Signature of Evaluator

June 23, 2015
 Date

Alessandra Delfico, City Engineer
 Printed Name

EVALUATION CRITERIA

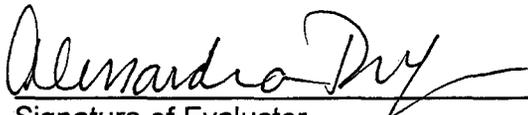
RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: Stoner & Associates, Inc.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>30</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL			<u>80</u>

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

worked on stormwater master plan, was very late


 Signature of Evaluator

June 23, 2015
 Date

Alessandra Delfico, City Engineer
 Printed Name

EVALUATION CRITERIA

RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: AVIROM & Associates

Criteria	Point Range	Score
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>43</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>32</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office <u>BOCA</u>	0-10 points	<u>9</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>84</u>

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

NO GIS

various types of proj. exp. (municipal, pvt., FPL)

NO SUBS, NO litigation

Tammy Good 6-23-15 TAMMY GOOD
 Signature of Evaluator Date Printed Name

EVALUATION CRITERIA

RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: Cardno

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>41</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>32</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office <u>FT. LAUDERDALE</u>	0-10 points	<u>9</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL			<u>82</u>

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

Sub consultant → Stoner & Associates (support) ?
Several municipal (FDOT) proj. listed
Detailed Tech. Approach PDCA
GIS exp.

Tammy Good 6-23-15 TAMMY GOOD
 Signature of Evaluator Date Printed Name

EVALUATION CRITERIA

RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: CBI Environmental & Infrastructure, Inc.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>43</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>33</u>
3 Proximity of the nearest office to the project location: a. Location <u>BOCA</u> b. Number of staff at the nearest office	0-10 points	<u>9</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>1</u>
TOTAL		<u>86</u>

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

GIS Services

municipal exp.

Prior Proj. Surveyor → Clayton Young - PM

Tammy Good 6-23-15 TAMMY GOOD
 Signature of Evaluator Date Printed Name

EVALUATION CRITERIA

RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: CPH

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>44</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>34</u>
3 Proximity of the nearest office to the project location: a. Location <u>MIAMI</u> b. Number of staff at the nearest office	0-10 points	<u>8</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>86</u>

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

- 3 PSM on Staff

- est. 1981 - 210 empl. Sanford, FL → 7 crews locally

- extensive client list, PVT & PUBLIC

- (1) employee - GLSP

Jammy Good 6-23-15 TAMMY GOOD

Signature of Evaluator Date Printed Name

EVALUATION CRITERIA

RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

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

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>44</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>34</u>
3 Proximity of the nearest office to the project location: a. Location <u>Boca</u> b. Number of staff at the nearest office	0-10 points	<u>9</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL		<u>87</u>

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

(2) licensed surveyors
3 D RS (underground mapping/utility locates)

Tammy Good
 Signature of Evaluator

6-22-15
 Date

TAMMY GOOD
 Printed Name

EVALUATION CRITERIA

RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: Craven Thompson & Associates

Criteria	Point Range	Score
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>45</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>35</u>
3 Proximity of the nearest office to the project location: a. Location <u>J.T. Lardner</u> b. Number of staff at the nearest office	0-10 points	<u>9</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>1</u>
TOTAL		<u>90</u>

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

3D Laser Scanning (HD)
GIS Mapping
ext. govt. work

Tammy Good 6-23-15 TAMMY GOOD
 Signature of Evaluator Date Printed Name

EVALUATION CRITERIA

RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: Engenuity Group, Inc.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>30</u>
3 Proximity of the nearest office to the project location: a. Location <u>WPB</u> b. Number of staff at the nearest office	0-10 points	<u>8</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>5</u>
TOTAL		<u>83</u>

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

-GIS → FTC - Barton Sub.

- ext. govt. exp.

Jammy Good
Signature of Evaluator

6-22-15
Date

TAMMY GOOD
Printed Name

EVALUATION CRITERIA

RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: Keith E. Associates

Criteria	Point Range	Score
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>39</u>
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>30</u>
3 Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>5</u>
TOTAL		<u>84</u>

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

= 10th street proj. - (2) months late, quality of files in question
but was finally resolved after a few days. - Alessandro Pelfico
= communication issues w/ what is being requested and reference
what they submit price on.

Tammy Good
 Signature of Evaluator

6-22-15
 Date

TAMMY GOOD
 Printed Name

EVALUATION CRITERIA

RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: Miller Legs

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

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

- 50 yrs in business
- extensive govt. exp.
- sub is Sea Diversified for Hydrographic/bathymetric services.
- GCS exp.

Tammy Good
Signature of Evaluator

6-22-15
Date

TAMMY GOOD
Printed Name

EVALUATION CRITERIA

RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: SEA Diversified

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>45</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>35</u>
3	Proximity of the nearest office to the project location: a. Location <u>Delray</u> b. Number of staff at the nearest office	0-10 points	<u>9</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL			<u>89</u>

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

- topo & Hydrographic Surveying, GIS
- Various govt experience
- prev. canal maint. exp. for Pompano Beach
- responsive firm - per Clayton Yovic
- Riverside projects for Pompano Beach

Signature of Evaluator: Tammy Good Date: 6-22-15 Printed Name: TAMMY GOOD

EVALUATION CRITERIA

RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: Stoner & Associates, Inc.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1 Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	35 40
2 Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	25 30
3 Proximity of the nearest office to the project location: a. Location <u>Davis</u> b. Number of staff at the nearest office	0-10 points	9
4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	0
TOTAL		79

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

- Govt. exp.
- several proj- w/ Pompano - Airport projects.
- very responsive, excellent quality work
- Pompano proj. (Stormwater project (Chen)) ← Alessandra DeFico - rep.

Tammy Good
Signature of Evaluator

6-22-15
Date

TAMMY GOOD
Printed Name

Top Tier

EVALUATION CRITERIA

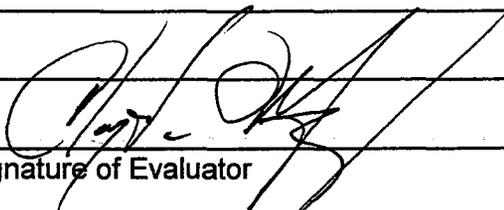
RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: CARDNO

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>43</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>33</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
	TOTAL		<u>86</u>

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

TOP TIER COMPANY


6-23-15
CLAYTON YOUNG
6-5-15
Printed Name
 Signature of Evaluator Date

EVALUATION CRITERIA

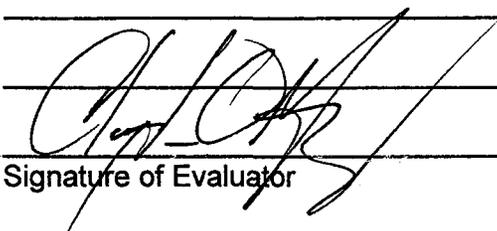
RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: CHP

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>30</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>5</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL			<u>75</u>

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

GOOD EXPERIENCE & QUALIFICATIONS



Signature of Evaluator

6-23-15
6-5-15

Date

CURTIS YOUNG

Printed Name

EVALUATION CRITERIA

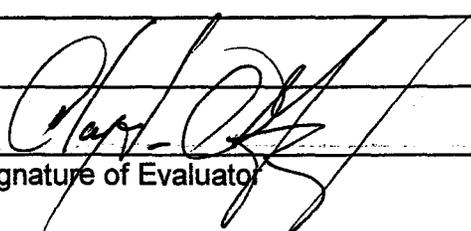
RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: CRAIG SMITH

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>38</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>30</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL			<u>78</u>

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

ALL EXPERIENCE IS IN FLORIDA, MAY BE GOOD FOR SIMILAR PROJECT BUT AROUND FOR A LONG TIME.

Signature of Evaluator:  Date: 6-23-15 Printed Name: CLAYTON YOUNG

EVALUATION CRITERIA

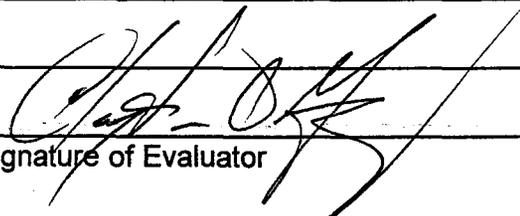
RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: CRAVEN THOMPSON

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>37</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>30</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>1</u>
TOTAL			<u>78</u>

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

No PROVISIONS FOR HYDROGRAPHIC SURVEY SERVICES
TEAM DOES NOT SHOW A SUB PROVIDING THESE
SERVICES


 Signature of Evaluator

6-23-15
6-5-15
 Date

CLAYTON YOUNG
 Printed Name

EVALUATION CRITERIA

RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: ENGENUITY GROUP INC

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>40</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>31</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>5</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>5</u>
TOTAL			<u>81</u>

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

NO PROVISIONS FOR HYDROGRAPHIC SURVEY SERVICES
TEAM DOES NOT SHOW A SUB PROVIDING THESE
SERVICES.



Signature of Evaluator

6-23-15
6-5-15
Date

CLAYTON YOUNG
Printed Name

EVALUATION CRITERIA

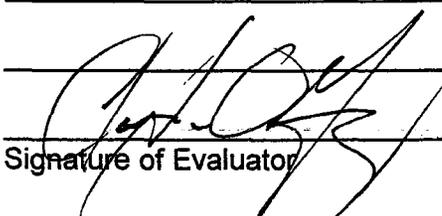
RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: KEITH & ASSOCIATES

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>42</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>32</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>5</u>
TOTAL			<u>89</u>

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

STILL PROVIDES GOOD WORK BUT A BIT PRICY
OCCASIONALLY SLOW IN PRODUCING A PROPOSAL



6-23-15
6-5-15
 Date

CLAYTON YOUNG
 Printed Name

Signature of Evaluator

EVALUATION CRITERIA

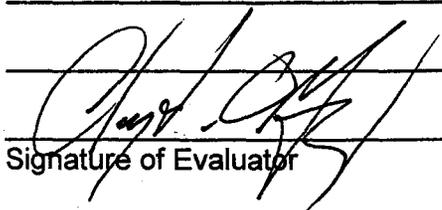
RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: MILNER LEGG

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>30</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>25</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL			<u>65</u>

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

SEA DIVULGED AS A-SUB THEY DID NOT RECOGNIZE THAT
NEED.



6-23-15
6-5-15

CLAYTON YOUNG

Signature of Evaluator

Date

Printed Name

EVALUATION CRITERIA

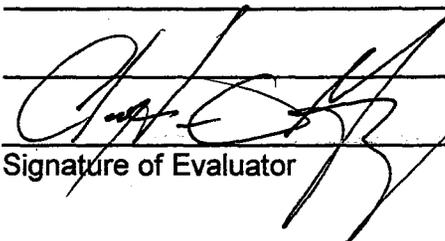
RLI L-36-15 – CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

VENDOR NAME: STONER & ASSOCIATES

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-45 points	<u>35</u>
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-35 points	<u>32</u>
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10 points	<u>10</u>
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10 points	<u>0</u>
TOTAL			<u>77</u>

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

NO PROVISIONS FOR HYDROGRAPHIC SURVEY SERVICES
TEAM DOES NOT SHOW A SUB PROVIDING THESE SERVICES
EITHER. PROFICIENCY IN QUESTION.



Signature of Evaluator

6-23-15
6-5-15
Date

CLAYTON YOUNG
Printed Name

CITY OF POMPANO BEACH RESPONSES

RLI L-36-15

CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

MAY 14, 2015

Company Responding:	Address	City, State, Zip
Avirom & Associates, Inc.	50 SW 2nd Avenue #102	Boca Raton, FL 33432
Cardno	3427 NW 55 Street	Ft. Lauderdale, FL 33309
CB&I Environmental & Infrastructure, Inc.	2481 NW Boca Raton Blvd.	Boca Raton, FL 33431
CPH, Inc.	1992 SW 1st Street	West Palm Beach, FL 33409
Craig A. Smith & Associates	7777 Glades Rd., Ste #410	Boca Raton, FL 33434
Craven Thompson & Associates	3563 NW 53rd Street	Ft. Lauderdale, FL 33309
Engenuity Group Inc.	1280 N Congress Avenue, Suite 101	West Palm Beach, FL 33409
Keith & Associates, Inc.	301 E Atlantic Blvd.	Pompano Beach, FL 33060
Miller Legg	5747 N Andrews Way	Ft. Lauderdale, FL 33309
Sea Diversified, Inc.	21 NW 2nd Street	Delray Beach, 33444
Stoner & Associates, Inc.	4341 SW 62nd Avenue	Davie, FL 33314



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

April 16, 2015

ADDENDUM #1, RLI L-36-15

**CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES
FOR VARIOUS CITY PROJECTS**

To Whom It May Concern,

Please review the following questions submitted by potential bidders, and answers from the City.

Q1: 1. As part of our response, can we provide references for projects outside the tri-county area?

Response: You may provide references for projects outside the tri-county area.

Addendum #1 is posted on the City's website: <http://www.pompanobeachfl.gov>. Acknowledge receipt of this Addendum as instructed on page 5 of the RLI.

The deadline for acceptance of bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), May 14, 2015.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Cassandra LeMasurier, Purchasing Supervisor

cc: website
file



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

April 28, 2015

ADDENDUM #2, RLI L-36-15

**CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES
FOR VARIOUS CITY PROJECTS**

To Whom It May Concern,

Please review the following questions submitted by potential bidders, and answers from the City.

Q1: Who is on the selection committee?

Response: The selection committee members consist of Tammy Good, Clayton Young and Alessandra Delfico.

Q2: Who is/are the incumbent firm(s)?

Response: There is no incumbent firm. This is the first time an RLI has been issued for Surveying and Mapping services.

Addendum #2 is posted on the City's website: <http://www.pompanobeachfl.gov>. Acknowledge receipt of this Addendum as instructed on page 5 of the RLI.

The deadline for acceptance of bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), May 14, 2015.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Cassandra LeMasurier, Purchasing Supervisor

cc: website
file



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

April 29, 2015

ADDENDUM #3, RLI L-36-15

**CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES
FOR VARIOUS CITY PROJECTS**

To Whom It May Concern,

Please review the following questions submitted by potential bidders, and answers from the City.

Q1: How are the points awarded for the proximity of nearest office category? Are there partial points awarded or all or none? Or is that up to the discretion of the reviewers?

Response: It is up to the discretion of the individual reviewers on the selection committee. Please refer to section 8. Selection/Evaluation Process item 3 of the criteria on page 8 of the RLI which has a point range of 0 – 10 points for the "Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office".

Addendum #2 is posted on the City's website: <http://www.pompanobeachfl.gov>. Acknowledge receipt of this Addendum as instructed on page 5 of the RLI.

The deadline for acceptance of bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), May 14, 2015.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Cassandra LeMasurier, Purchasing Supervisor

cc: website
file



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

May 8, 2015

ADDENDUM #4, RLI L-36-15

**CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES
FOR VARIOUS CITY PROJECTS**

To Whom It May Concern,

Please review the following questions submitted by potential bidders, and answers from the City.

Q1: The RLI reads one (1) original "Unbound" proposal, does that mean you do not want any type of binding for the original, just maybe with a binder clip at the top?
Can you please clarify?

Response: The (1) original "unbound" proposal should not have any type of binding such as plastic or metal combs, or be in a 3 ring binder. It can be held together with a binder clip, rubber bands, etc.

Q2: This solicitation has exhibits A - H that include requests for cost information. FS 287.055, Florida's "Consultant's Competitive Negotiations Act" (otherwise referred to as CCNA) is a qualifications based selection process that does not include the discussion of fee/cost information as part of the selection process. This is a CCNA solicitation request. Given the foregoing, how should we respond to the exhibits requesting cost or fee information?

Response: Any place in Exhibits A – H where Contract Amount or Subcontract Amount is requested the amount can be expressed as a percentage of the work rather than a dollar amount. On Exhibit F "Letter of Intent to Perform as a Subcontractor" where it states "at the following price:" you can respond "to be determined".

Addendum #4 is posted on the City's website: <http://www.pompanobeachfl.gov>. Acknowledge receipt of this Addendum as instructed on page 5 of the RLI.

The deadline for acceptance of bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), May 14, 2015.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Cassandra LeMasurier, Purchasing Supervisor

cc: website
file



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
L-36-15**

**CONTINUING CONTRACT FOR PROFESSIONAL
SURVEYING AND MAPPING SERVICES**

**RLI OPENING: May 14, 2015, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

April 14, 2015

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR LETTERS OF INTEREST (RLI)
L-36-15

CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

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

The City will receive sealed proposals until **2:00 p.m. (local), May 14, 2015**, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

The City intends to issue multiple contracts to survey and mapping firms to provide continuing professional services to the City for various projects. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed \$2 million, and for any study activity for which fees will not exceed \$200,000. The contracts will be for an initial term of one year, with automatic renewals for four one-year periods.

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

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

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

Survey Services

- Prepare topographic and bathymetric surveys
- Stake out property
- Prepare record documents, plats etc.
- Firms must be licensed to practice Professional Surveying in the State of Florida, Florida State Statute 472, by the Board of Professional Regulation.

The contractor may provide the following GIS data collection services

- Database population
- Field data collection
- Geodatabase design

The contractor may provide the following GIS data conversion services:

- Digitize, code, and edit points, lines and polygons; enter/update attribute information
- Project and transform geospatial raster and vector data
- Reformat, geo-reference, and rectify geospatial vector data to a project specific base map
- Quality Assurance/Quality Control (QA/QC) of GIS data
- Scan and geo-reference maps and GIS data

3. Term of Contract

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

4. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/departement_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

6. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound proposal and four (4) bound photocopies of the proposal. Use 8 ½" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

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

Title page:

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

Table of Contents:

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

Letter of Interest:

A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

Project Team Form:

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Clearly specify which professional services your firm provides. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

References:

References for past projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe

the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Minority Business Enterprises:

It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

Small Business Enterprises:

Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

Local Businesses:

Completed Local Business program forms, Exhibits E-H, if applicable.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

Acknowledgement of all Addenda issued.

City Forms:

Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse hazard		property damage
— underground hazard		_____
— products/completed operations hazard	bodily injury and property damage	
XX contractual insurance	combined	
XX broad form property damage		_____
XX independent contractors		
XX personal injury	personal injury	

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

	bodily injury (each person)	
XX comprehensive form	bodily injury (each accident)	_____

XX	owned	property damage		
XX	hired	bodily injury and		
XX	non-owned	property damage		
		combined		

REAL & PERSONAL PROPERTY

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

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

XX	PROFESSIONAL LIABILITY	\$2,000,000.	\$2,000,000.	
	* Policy to be written on a claims made basis			

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Prior experience of the firm with projects of similar size and complexity:	0-45 points
a. Number of similar projects	
b. Complexity of similar projects	
c. References from past projects performed by the firm	
d. Previous projects performed for the City (provide description)	
e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	
2. Qualifications of personnel including sub consultants:	0-35 points
a. Organizational chart for project	
b. Number of technical staff	
c. Qualifications of technical staff:	

- (1) Number of licensed staff
 - (2) Education of staff
 - (3) Experience of staff on similar projects
3. Proximity of the nearest office to the project location: 0-10 points
- a. Location
 - b. Number of staff at the nearest office
4. Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? 0-10 points
(Certification of any sub-contractors should also be included with the response.)

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

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

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

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

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

9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be

liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. Retention of Records and Right to Access

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

11. Communications

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

12. No Discrimination

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

13. Independent Contractor

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

14. Staff Assignment

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

15. Contract Terms

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract.

Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. Acceptance Period

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RLI Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

22. Standard Provisions

a. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

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

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an

employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

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

e. Public Entity Crimes

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

f. Patent Fees, Royalties, And Licenses

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

g. Familiarity With Laws

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

h. Withdrawal Of Proposals

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

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to

same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Invoicing/Payment

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

k. Public Records

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

23. Questions and Communication

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

Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROJECT TEAM

RLI NUMBER _____

Federal I.D.# _____

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	_____	_____	_____
Project Manager	_____	_____	_____
Asst. Project Manager	_____	_____	_____
Other Key Member	_____	_____	_____
Other Key Member	_____	_____	_____

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	_____	_____
Landscaping	_____	_____
Engineering	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title:

Contractor's Name:

<u>Name of Firm</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount/Percentage</u>
---------------------	---	---	---------------------------------------

(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly YES NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

(Date)

(Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

_____ Did not bid in response to the invitation

_____ Submitted a bid that was not the low responsible bid

_____ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

_____ Yes _____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

_____ Yes _____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

7. List the SBEs you will utilize and subcontract amount/percentage.

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

EXHIBIT F
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of Local Business Contractor)

BY: _____

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

___ Yes ___ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

___ Yes ___ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

STATEMENT OF NO RESPONSE
RLI L-36-15

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to submit on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Request for Letters of Interest
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

Meeting Date: 07/14/2015

Agenda Item 9

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approval to award Bid L-41-15, Reuse Connection Services for the Utilities Department, to all responsive bidders: Great Dane Petroleum Contractors, Line-Tec Inc. and Pipeline Plumbing Services of Broward, Inc. for annual open-end contracts, at an estimated total annual cost of \$165,000.

Summary of Purpose and Why:

Bid L-41-15 was issued to establish open-end contracts with multiple vendors for the completion of reuse connection services including connection of single family residences to the reuse system where there is reuse available, for the Utilities Department. Bid award is recommended to all responsive bidders as detailed above. The contract period is one year, with contract renewal possible as stated in the bid specifications. The total annual value of this new contract is dependent upon the quantity of customers who request connection to the reuse system; Utilities has estimated an annual expenditure of \$165,000 (with all vendors) for the first year of the contract. Great Dane Petroleum Contractors is a local business. City Commission approval of this contract award is requested.



Connection of newly eligible single family residences is a City Strategic Plan Initiative 2.1.2 (Complete connection of 70% of newly available single family homes) under the Superior Capacity Strategy.

- (1) Origin of request for this action: staff
- (2) Primary staff contact: A. Randolph Brown, Utilities Director 954 545-7044
- (3) Expiration of contract, if applicable: see above
- (4) Fiscal impact and source of funding: As needed, from budgeted funds in account 412-3350-533.64-70, Utility Fund / Service Connection Reuse.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Utilities	<u>6/29/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
General Services	<u>6/29/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>7/1/15</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>7-3-15</u>	<u>Approval</u>	<u>[Signature]</u>

[Signature]
 City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

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

MEMORANDUM

Purchasing #15-091
June 29, 2015

To: Dennis W. Beach, City Manager
Through: Otis J. Thomas, General Services Director *OT*
From: Cassandra LeMasurier, Purchasing Supervisor *CL*
Subject: Award Bid L-41-15, Reuse Connection Services for the Utilities Department (rebid)

Contract Need/Background

Bid L-41-15 was issued to establish multiple contracts for the completion of reuse connection services including connection of single family residences to the reuse system where there is reuse available. Awarded bidders will be included on a rotating list and will be assigned work as required by Utilities. Unit prices for tasks were stated in the solicitation; each job will be priced based on these unit prices and the specific tasks required at each property. The Utilities Department recommends that all responsive bidders be awarded contracts from this solicitation.

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

Bidders List

The Bidders List was created by using companies suggested by the requesting department, companies that have responded to prior bids, and companies that have requested their names be placed on the Bid List. Outreach was done via phone calls made to companies with a current Pompano Beach Business Tax Receipt in the plumbing category to ensure appropriate local firms were aware of this contract opportunity.

Number of firms attending the optional pre-bid meeting 2
Number of firms responding with complete bids 3

Advertising

The Bid was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. Bid notices are also posted on the City's web page and emailed to all registered bidders with email addresses on file.

Funding

The total annual value of this new contract is dependent upon the quantity of customers who request connection to the reuse system; Utilities has estimated an annual expenditure of \$165,000 for the first year of the contract. Services will be paid for from budgeted funds in account 412-3350-533.64-70, Utility Fund / Service Connection Reuse.

Award Recommendation

After reviewing the response to this bid with the Utilities Department, it is recommended that one-year contract awards be made to all responsive bidders as indicated on the bid tabulation. The contract period will be one (1) year, with possible renewals, subject to the terms and conditions contained in the bid specifications.

enclosures
cc: file

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Cassandra LeMasurier Date 06/26/2015

To: Utilities Department Attn.: Maria Loucraft

Subject: Bid No. L-41-15 Item/service: Reuse Connection Services for the Utilities Dept. (rebid)

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

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

1. SOURCE OF FUNDS:

Budgeted Code: 412-3350-533.64-70

Title: Utility Fund, Reuse Services Connections

2. RECOMMENDATION:

(a) Which bidder(s) do you recommend?

All three - Great Dane Petroleum Contractors, Line-Tec Inc., and Pipeline Plumbing Services of Broward, Inc.

(b) Is the recommended bid the lowest bid received? (NA – pricing provided in scope)

Yes No

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

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

Yes No Not applicable for this bid

Signature:  Date: 06-26-15

Title: Utilities Director
(Department Head)



Phone: (954) 545-7043

**City of Pompano Beach
UTILITIES ADMINISTRATION**

Fax: (954) 545-7046

MEMORANDUM NO. 062415

DATE: Friday, June 26, 2015

TO: Cassandra LeMasurier, Purchasing Supervisor

FROM: Maria Loucraft, Utility Compliance & Efficiency Manager *ML*

COPY: A. Randolph Brown, Utilities Director

SUBJECT: Bid No. L-41-15 Reuse Connection Services for the Utilities Department

This bid is for the selection of plumbers to work with the City in providing reuse connections for single family homeowners with reuse availability. The City has been offering the Icanwater connection program since July 2011. This bid replaces the contract with the two firms currently working in the program and brings in one additional firm. Pricing is set within the scope of work of the bid and all three firms agree to work within the set pricing limits.

In fiscal year 2014, \$109,926.00 was spent on residential reuse connections while \$54,680.00 has been spent so far this year. We are anticipating even more connections this coming year. Funding is available in account 412-3350-533.64-70.

Connection of newly eligible single family residences is a City Strategic Plan Initiative 2.1.2 (Complete connection of 70% of newly available single family homes) under the Superior Capacity Strategy.



CITY OF POMPANO BEACH -- BID TABULATION

Bid #: L-41-15 Title: Reuse Connection Services for Utilities Department (rebid)

Date 06/23/2015

Companies Responding:	Great Dane Petroleum Contractors	Line-Tec Inc.	Pipeline Plumbing Services of Broward, Inc.
	1330 S Andrews Avenue	241 NW 18th Avenue	PO Box 294029
	Pompano Beach, FL 33069	Delray Beach, FL 33444	Boca Raton, FL 33429
Notes:	Local Business		
	Small Business Enterprise	Small Business Enterprise	



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

June 3, 2015

ADDENDUM #1, BID L-41-15

REUSE CONNECTION SERVICES FOR THE UTILITIES DEPARTMENT (rebid)

To Whom It May Concern,

Please view the following changes to Bid L-41-15.

The Reuse Connection form is an attachment, which will become a part of the bid document.

The 2014 Proposed Reuse Lines chart is page 2 of Addendum #1.

Addendum #1 is posted on the City's website: <http://www.pompanobeachfl.gov>. Acknowledge receipt of this Addendum in the section provided on page 15 of the bid document.

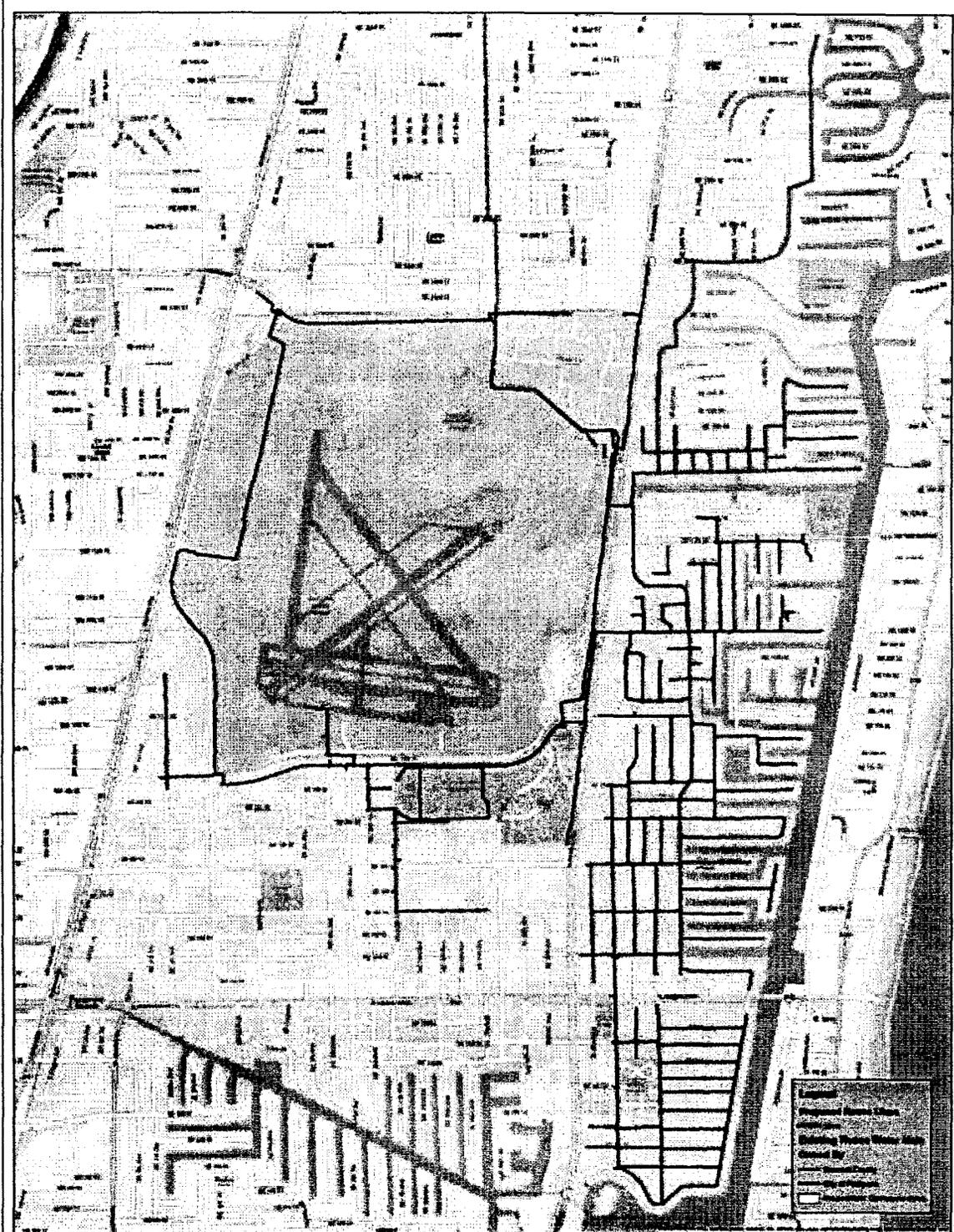
The deadline for acceptance of bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), June 23, 2015.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English, Purchasing Agent,

cc: website
file
Cassandra LeMasurier, Purchasing Supervisor



2014 Proposed Reuse Lines

This product has been compiled from various sources. It is intended for reference purposes only and is not to be construed as a final document or a final investment decision.



Proposed Distribution 11,340 Feet
Proposed Transmission 8,240 Feet

CITY OF POMPANO BEACH
BROWARD COUNTY, FLORIDA
ENGINEERING DIVISION



REUSE INSPECTION FORM

Customer Address: _____ **Verificator Date/Time:** _____ **Name/Company** _____

Permit number: _____

The following items were inspected as required by the reuse connection contract, City Standards and Florida Regulations.

Item #		YES NO NA
1	All plastic reuse water piping, pipelines, valves, outlets, manifolds and other appurtenances continuously/consistently color-coded Pantone Purple 522C, or otherwise marked (i.e. meter box) to differentiate reuse water from other water (Rule 62-610.469(7)(f).	YES NO NA
2	New purple piping was installed from the meter to the irrigation control valve using Pantone 522C irrigation pipe.	YES NO NA
3	Hose bibs or hand operated systems connected to the reuse system are visible from the street, locked and clearly labeled.	YES NO NA
4	An approved backflow preventer is installed on the potable water service (Rule 62-555.360)	YES NO NA
5	Hose bibb vacuum breaker installed on all potable hose faucets.	YES NO NA
6	The piping is free of cross-connection between the potable water system and reuse system as demonstrated by turning on sprinkler system (before connecting reuse) and testing all faucets, toilets and water connected fixtures (hot & cold sides) within the home and outside the home (boat docks) to make sure water is available.	YES NO NA
7	Sprinklers are supplied only by reuse water, with no connections to the potable water system ground water or canal (Rule 62-610.476(2)(b).	YES NO NA
8	The top of the reuse water line is installed at least 12 inches below the bottom of the potable water line (Rule 62-610.469(7)(c).	YES NO NA

Comments: _____

Signature **Date**

Plumbing License #

Leave completed and signed form in the permit bag on-site for the Plumbing Inspector



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

**BID L-41-15 – REUSE CONNECTION SERVICES FOR THE UTILITIES
DEPARTMENT (rebid)**

The City of Pompano Beach is currently soliciting bids to establish agreements for reuse connection services as needed for the Utilities Department. Sealed bids will be received until **2:00 p.m. (local), June 23, 2015**, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Pre-Bid Conference

There will be a pre-bid conference to review the specifications and bid forms and answer questions from potential bidders on **June 3, 2015 beginning at 10:00 a.m.** in the Purchasing Office Conference Room, 1190 NE 3rd Avenue-Building C, Pompano Beach, 33060. Attendance at this meeting is not mandatory to bid, but is highly recommended. During this meeting the Utilities Department will explain the procedures, and their performance expectations.

B. Intent

The intent of this bid solicitation is to establish multiple contracts for the completion of reuse connection services, including but not limited to connecting single family home residential

customers to the reuse system where there is reuse available. Firms previously eliminated from this program due to negligent, or poor performance will not be considered.

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Secure plumbing permit.
2. Call Sunshine 811 for underground utilities locations.
3. Remove existing dual check valve on the potable line.
4. Install a new City supplied dual check valve on the potable line.
5. Disconnect the existing irrigation system from the current water supply by capping off the existing connection from the irrigation system to the potable, well or canal supply. If a well exists the suction line to the well must be capped off.
6. Perform check for cross-connections by running the irrigation system through all zones and verifying that all outside faucets still have water. Check all sinks, bathtubs, toilets etc. to see if those still have water (both hot and cold sides) within the home and outside the home (also boat docks). Only the irrigation system should be out of water. If any sink or tub or other area within the home –or outside the home- is out of water, the lines are cross-connected. Fill out the Reuse Inspection Form and leave in the permit bag for the Plumbing Inspector. If the customer is not home, then proceed to step 7, **BUT DO NOT CONNECT PIPING TO REUSE METER.** A physical separation of a foot or 12” (air gap) must exist until cross connect inspection is completed by plumber. Call customer to schedule when cross connection test can be done. Do not proceed to the next step without having completed the cross connection check and filled out the form. **IF TEST FAILS, STOP ALL WORK AND CALL THE UTILITIES DEPARTMENT IMMEDIATELY.**
7. Install new purple piping from the meter to the control valve using Pantone 522C irrigation pipe.
8. Connect the reuse water meter to the existing irrigation system.
9. Request plumbing inspection from City Building Inspections Division.
10. Restore site which can include sodding, asphalt, concrete pavers, etc.

C. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The City reserves the right to renew this agreement for two (2) additional one-year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Contractor may submit annual price adjustments for parts only.

In the event service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services

Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

D. Quantities

No warranty or guarantee is given or implied as to the total value of work to be assigned. Work will be ordered as needed.

E. Rotating List / Eligibility

The intent of this solicitation is to establish a list of multiple qualified vendors to be assigned work on a rotating basis. Qualified vendors must demonstrate professional behavior at all times and provide excellent customer service. Qualified vendors must have staff with the necessary licenses and certifications to conduct work on backflow preventers and working on plumbing systems as required by the City. Qualified vendors must be able to perform items 1 through 10 in section B. Intent and meet all specifications as stated in item L. Detailed Specifications.

In order to be eligible to be included on the rotating list a firm must submit a complete response to this solicitation by the deadline, and have a current business tax receipt as required to perform work in Pompano Beach, and have a current working automatic fax and/or email to receive work orders, have necessary licenses and certifications to conduct work on backflow preventers and working on plumbing systems, provide the required proof of insurance, and complete the work as assigned with fewer than three call-backs. Firms who have been removed from the rotating list for prior bids for this service are not eligible to submit for this bid.

Insurance must be continuously in force during the contract term; replacement certificates must be provided to the City before the expiration date of the current certificate or your firm will be removed from the rotating list.

A firm will be removed from the rotating list for failure to complete the work as assigned, requiring a call back to correct deficiencies, three or more times. A firm may be removed from the rotating list for failure to pay suppliers or subcontractors.

F. Work Authorization

After an eligible customer has signed up for connection, the Utilities Department will prepare a Work Authorization for that property. The Utilities Department will forward the Work Authorization to the next eligible vendor on the rotating list. That vendor will have twenty-four (24) hours to contact the Utilities Department. The vendor will have the opportunity to either accept or reject the required work at the proposed price. Before acceptance of a job, the vendor should review the work to be performed at the property site. In the event that the irrigation control valve is not within 8 feet of the meter, the

contractor will submit an estimate for additional footage at \$20 per foot. Special circumstances, such as crossing paved surfaces will require a quote and will be negotiated on a case-by-case basis.

Should the next eligible vendor reject the Work Authorization within the allotted time, that vendor will be moved to the end of the rotation, and the Work Authorization shall be issued to the next eligible vendor. Should the same vendor refuse three (3) or more jobs, that vendor shall be removed from the rotating list.

In an instance where every eligible vendor refuses the same Work Authorization, the Utilities Department shall retract, reevaluate and reissue a new Work Authorization to the next eligible vendor.

G. Completion

After acceptance of the Work Authorization, the vendor must apply for a building permit with the City's Building Inspections Division. All jobs are to be completed as soon after the permit has been issued as is reasonably possible. At no time and for no reason shall a job be outstanding for greater than fifteen (15) business days. The Building Inspections Division shall be contacted immediately upon completion of all work for a final inspection.

H. Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Utilities Department has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within five (5) days after notification of the pending award of contract.

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

I. Workers' 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.

If a contractor elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.

2) Such public liability insurance shall include the following **checked types** of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

		each	
Type of Insurance		occurrence	aggregate
PUBLIC LIABILITY			
XXXX comprehensive form			
XXXX premises - operations	Bodily Injury	\$200,000.	\$300,000.
___ explosion & collapse hazard	Property Damage	\$200,000.	\$300,000.
___ underground hazard -- or --			
XXXX products (if items are sold)	Bodily Injury and		
XXXX contractual insurance	Property Damage		
___ liquor legal (if items are sold)	Combined	\$200,000.	\$300,000.
XXXX independent contractors			
___ Personal injury	Personal Injury	\$200,000.	\$300,000.
AUTOMOBILE LIABILITY			
	Bodily Injury		
	(each person)	\$200,000.	
	Bodily Injury		
	(each accident)	\$200,000.	\$300,000.
XXXX comprehensive form			
XXXX owned	Property Damage	\$200,000.	\$300,000.
XXXXHired	-- or -- Bodily Injury and		
XXXX Non-owned	Property Damage combined	\$200,000.	\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060. Fax copies of certificates to the Purchasing office (954) 786-4168.

J. Cancellation of Project

The City reserves the right to cancel any project at any time, if the contractor has not initiated any performance of that project.

K. Contact

The contractor is to contact the Utilities Department and the customer before the start of a job, and immediately after its completion. If the customer is not available, the contractor will leave written notice of job start and completion on the customer's door. The contractor is to be available by telephone or pager between the hours of 8:00 am and 5:00 p.m., Monday through Friday and provide a 24 hour emergency telephone number for after hours.

L. Detailed Specifications

1. General

- a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.
- b. The contractor is responsible for the condition of the site from the start of the job up until the final inspection. It is in the contractor's best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is fifteen (15) business days from notification by the City to start work. Taking pictures of the site before work begins is recommended to prove pre-existing site conditions.

2. Work Procedures

- a. The City will contact the plumber with a group of up to four customer addresses.
- b. The plumbing contractor will conduct a site visit to verify job and take pictures for initial conditions record.
- c. The plumbing contractor will obtain a permit with the Building Inspections Division.
- d. The plumbing contractor will contact the address owner to schedule a mutually convenient time for installation and verify whether there will be a sprinkler connection or a hose box.
- e. The plumbing contractor will obtain the dual check valve, Reuse Inspection Form, iCanWater yard sign and hose box, if applicable, from the Utilities Field Operations office at 1201 NE 3rd Avenue.

- f. The plumbing contractor will provide the necessary piping and fittings.
- g. The plumbing contractor will confirm that any existing ground water, well or canal water supply is capped.
- h. The plumbing contractor will test for cross-connection between domestic and irrigation systems. This check will be certified and submitted to the City using appendix X (Reuse Inspection Form). This check will be performed before the reuse piping is installed. The form will be left in the permit bag on-site for the Plumbing Inspector. Payment will not be issued without this form.
- i. The plumbing contractor will perform the work specifically Type 1, 2 or 3 Conversion per attached Scope of Work (Exhibit A.)
- j. Upon completion of work, the plumbing contractor will schedule an inspection with the Building Inspections Division.
- k. Upon Building Inspections Division approval of the final inspection, the plumbing contractor will notify the Utilities Department and submit an invoice with the customer name, address, purchase order number, type of work completed, any extra work necessary to complete job with details including extra footage, price per foot, extra labor and/or materials.
- l. The Utilities Department will verify that the proper work was completed and will approve invoice for payment. Invoices will not be paid without a Reuse Inspection Form. The Utilities Department may require a Contractor's Affidavit and Release of Lien form be submitted.

3. Miscellaneous Criteria

- a. Contractors shall perform work only between the hours of 8 a.m. and 5 p.m. Monday through Friday unless authorized otherwise and within the constraints of the City's noise ordinance.
- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.

M. Proposal Pricing

Prices listed on the Proposal Acceptance Form will be firm for the entire contract period. Agreement to participate in this program requires agreement to all service pricing listed.

N. Invoicing

Final invoices are to be submitted to the Utilities Department. A separate invoice must be submitted for each property. The invoice must include the P.O. number, customer name, property address, date service performed, specific services performed, quantities, unit prices, award price and total cost. Final invoices shall include all agreed upon line item adjustments from the original Work Authorization. Invoices will be paid only after a passing final inspection from the Building Inspections Division, receipt of the Reuse Inspection Form, and approval by the Utilities Department.

O. 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.

P. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

Q. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

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

R. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division:

http://mypompanobeach.org/pages/department_directory/development_services/business_tax_receipt_division/pdfs/FAQ_sheet_BTR.pdf

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

S. Questions and Communication

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

T. Agreement

By submitting a bid, the Bidder agrees if awarded the contract from this bid, to sign the City's agreement form, attached to this bid as Exhibit 1.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Your sealed bid envelope should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".
 - 1.5. Use the following address for delivery of bids:

City of Pompano Beach
 Purchasing Division
 1190 N.E. 3rd Avenue, Building C
 Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by email or facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.
4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.

5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.
6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Signed Bid Considered an Offer

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
8. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.
9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a

- City contract may be banned from doing business with the City for a period of 36 months from the date of default.
11. **Samples**

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.
 12. **Acceptance of Materials**

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.
 13. **Manufacturers' Certifications**

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.
 14. **Copyrights and Patent Rights**

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.
 15. **Laws and Regulations**

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.
 16. **Taxes**

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.
 17. **Conflict of Instructions**

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.
 18. **Exceptions to Specifications**

- For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.
19. **Warranties**

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.
 20. **Retention of Records and Right to Access Clause**

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
 21. **Qualifications/Inspection**

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
 22. **Anti-collusion Statement**

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made

- and become effective at the time the City tenders final payment to the bidder.
23. Indemnification
- Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.
24. Reservation for Rejections and Award
- The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.
25. Interpretations
- Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
26. Failure to Respond
- If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.
27. Bid Tabulations
- Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.
28. Assignment

- Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.
29. Termination for Convenience of City
- Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.
30. Public Entity Crimes
- In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
31. Governing Procedures
- This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.
32. Identical Tie Bids
- In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.
- Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-free Workplace Program. In order to have a Drug-free Workplace Program, a business shall:

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

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under

this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor

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

37. Costs Incurred by Bidders

All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.

38. Public Records

- 1) Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder/proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.

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

- 2.2) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

SECTION III - PROPOSAL

IMPORTANT!!!

BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3

REUSE CONNECTION COST SCHEDULE
(price includes \$61.50 building permit fee)

Type 1 Conversion	Existing Reuse Service	\$270.00
Type 2 Conversion	New reuse Service for Irrigation System	\$350.00
Type 3 Conversion	New Reuse Service No Irrigation System	\$300.00

If the irrigation control valve is not within 8 feet of the meter, the additional work will be invoiced at \$20 per linear foot. Special circumstances, such as crossing paved surfaces will require a quote and will be negotiated on a case-by-case basis.

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No ___ Yes ___ Name & position _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program ___ No _____

Is your company a Small Business Enterprise? (if yes, please provide a copy of your certification)

Yes ___ No _____

Name & address of company submitting bid:

.....

 zip

Bidder Name _____

Federal Employer Identification #:

Business Tax Receipt (B.T.R.) #:

B.T.R. Issued By:
(submit a copy of the B.T.R. with your bid)

Plumbing Contractor License #:.....Expires:.....

Backflow Tester Certification #:.....Expires:.....
(Please include licenses and certifications for all employees)

Telephone number:

"Fax" number:

Email:

Acknowledgment of the following Addenda is noted:

Addendum Number(s) _____ Date(s) Issued _____

Manual signature of company officer:

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed):

Title of signer:

SUBMIT (1) ONE ORIGINAL AND (2) TWO COPIES OF THE BID PROPOSAL AND COPIES OF ALL REQUIRED BUSINESS TAX RECEIPTS, LICENSES AND CERTIFICATIONS.

**STATEMENT OF NO RESPONSE
BID L-41-15, REUSE CONNECT SERVICES**

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Invitation for Bid
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE/TITLE: _____

DATE:

EXHIBIT 1.

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and _____, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

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

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide _____ services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year 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 (2) additional one (1) year periods, 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 \$_____ per month or a Fixed Fee of \$_____.

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

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

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

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

If to Contractor: _____

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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.

Bidder Name _____

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)

Bidder Name _____

Commission Number

“CONTRACTOR”

(Print or type name of company here)

Witnesses:

By: _____

Print Name: _____

Title: _____

Business License No. _____

(Print or Type Name)

(Print or Type Name)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of _____, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT A**OASIS PROJECT SCOPE OF WORK**

There are three types of jobs for which quotes will be requested:

1. Existing Reuse Service: Replacement of the existing double check valve with a City supplied dual check valve. Upon job authorization from City, the Contractor will proceed to acquire permit(s). Contractor will pick up the dual check, test report form, and yard sign from the City Utilities Department compound located at 1201 NE 3rd Avenue. Contractor will remove existing double check and box, if underground, and install the new dual check onto the potable water meter and reconnect meter to piping. Contractor will leave removed double check or reduced pressure zone backflow with the customer. Any existing dual check backflow removed will be returned to the City Utilities Department compound. Contractor will leave work open and call for an inspection by the City Building Inspections Division. When the job has passed inspection Contractor will backfill, sod and patch as needed to return the site to its pre-existing condition. Contractor will notify the City and send the invoice to the City Finance Department for payment to the address on the purchase order. Contractor will need to take pre and post pictures or videos of all job sites for protection from customer damage claims. Dual check must match size of the customer side water service line. Not meter size. Verify the size during pre-job inspection.

2. New Reuse Service: Installation of a City provided dual check on potable water meter, and lying of pipe from reuse meter to existing irrigation system control valve. No tie-ins will be made to the irrigation system piping. Upon job authorization from the City, the Contractor will proceed to acquire permit(s). Contractor will pick up the dual check, test report form, and yard sign from the City Utilities Department compound located at 1201 NE 3 Avenue. Contractor will install a new City provided dual check on the potable water meter and reconnect to existing pipe. Any existing dual check backflow removed will be returned to the City Utilities Department compound. Contractor will disconnect the existing irrigation system from the current water supply by capping off the existing connection from the irrigation system to the potable, well or canal supply. Contractor will check for cross connections by running irrigation system through all zones and checking all faucets, toilets and water connected fixtures (hot & cold sides) within the home and all outside faucets outside the home (also boat docks if applicable) to make sure water is available. Only the irrigation system should be out of water. If any sink or tub or other area within the home at home- is out of water, the lines are cross-connected. If the customer is not at home then the Contractor will call customer to schedule the check, and contractor CAN NOT connect piping to reuse meter, A physical separation of a foot or 12" (air gap) must exist until cross connection inspection is completed by Contractor. Contractor must perform this check before proceeding. Contractor will fill out the Reuse Inspection Form Exhibit X. This form must be left in the permit bag on-site for the Plumbing Inspector. IF CROSS CONNECTION TEST FAILS, CONTRACTOR STOPS ALL WORK AND CALLS UTILITIES IMMEDIATELY. If test shows no cross connection, Contractor will connect new purple

(pantone 522C0 pipe from reuse meter to existing irrigation control valve. Existing above ground pipe and new below ground pipe may be painted to match pantone 522C. All new pipes will be pantone 522C throughout its length. Contractor will install, if needed, a pressure relief valve per code and Spec Sheet (PO.01). Contractor will leave work open and call for inspection by the City Building Inspections Division. When the job has passed inspection – backfill, sod and patch as needed to return the site to its pre-existing condition. Contractor will notify the City and send the invoice to the Utilities Department for payment to the address on the purchase order. Contractor will need to take pre and post pictures or videos of all job sites for protection from customer damage claims. Dual check must match size of the customer side water service line. Not meter size. Verify the size during pre-job inspection.

3. New Reuse Service/No Irrigation System: Installation of a City provided dual check on potable water meter, and installation of City provided hose box and coiled purple hose. This will be used when customer does not have in ground sprinkler system. Same instruction as #2 except the Contractor will install a hose box onto the outlet of the reuse meter.

Where customers have an alternative water supply such as a well or canal, Contractor will connect to existing piping, will install a valve to turn system on and off and will cap suction line to well or canal. The reuse connection will be made by connecting a Pantone 522 C pipe from the reuse meter to the valve or solenoid. At the customer’s expense, a solenoid valve and an electrical connection to the existing time clock will be needed to make operation of sprinkler system automatic. The City will not provide a time clock for the operation of the sprinkler system.

All installations shall conform to applicable Plumbing Codes and attached Diagrams and Specifications Sheet (PO.01). Contractor must accept the job authorization within 24 hours after issued. All jobs must be completed within 15 business days.

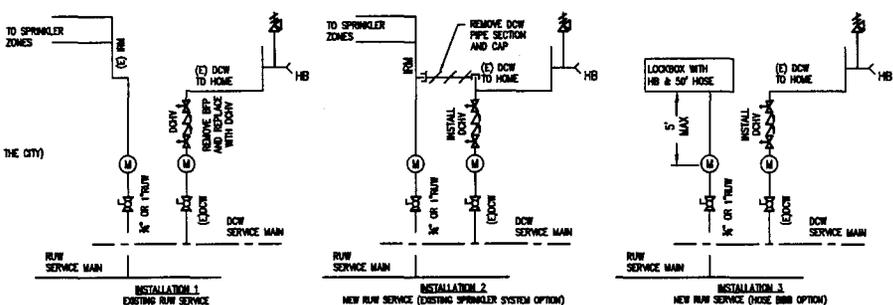
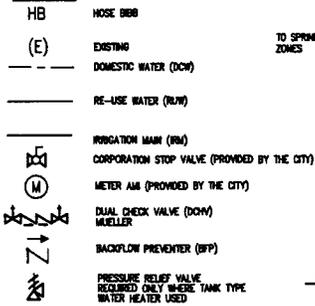
Any existing hose faucets on existing sprinkler piping will have to be removed when converting to reuse.

The dual check, yard sign, and hose box with coiled purple hose, where needed, will be provided by the City Utilities Department. All other materials, equipment, line locations and refurbishment of property are the contractor’s responsibility. Please email or call the contacts below with any questions:

Field Supervisor:	Mark Eddington	Mark.eddington@copbfl.com	954-815-7016
Reuse Coordinator:	Isabella Slagle	Isabella.slagle@copbfl.com	954-545-7015
OASIS Message Center:	iCanWater.com	954-324-8434	

ADDRESS:

LEGEND



12 FPS MAXIMUM SERVICE WATER VELOCITY.

NOMINAL DIA. (Inches)	3/4	1
SUPPLY GPM @ 70 PSI	17	31

SPECIFICATIONS

1. SCOPE
PROVIDE LABOR, MATERIALS AND EQUIPMENT REQUIRED FOR THE INSTALLATION DESCRIBED HEREIN AND IN THE DRAWING. INCLUDE ITEMS NOT SHOWN, FITTINGS, ACCESSORIES, ETC. WHICH ARE REQUIRED FOR A COMPLETE OPERATIONAL SYSTEM.
2. CODES AND STANDARDS
WORK SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE; PLUMBING, BROWARD COUNTY AMENDMENTS, AND OTHER APPLICABLE STATE AND LOCAL REGULATIONS, AND ORDINANCES.
3. DEMOLITION
A. REMOVE PIPING INCLUDING ASSOCIATED APPURTENANCES AS NECESSARY FOR NEW WORK. RESTORE AFFECTED SYSTEMS FOR INTERIM OPERATION AT OWNER'S REQUEST.
4. SERVICE INTERRUPTIONS
WHEN WORK FOR THIS PROJECT REQUIRES TEMPORARY SHUTDOWN OF EXISTING SYSTEMS, THE SHUTDOWN SHALL BE MADE DURING PREARRANGED PERIODS AGREEABLE TO THE PROPERTY OWNER.
5. WORKMANSHIP AND MATERIALS
A. EMPLOY ONLY EXPERIENCED, COMPETENT, AND PROPERLY EQUIPPED WORKMEN ON JOB. WORKMANSHIP SHALL BE FIRST CLASS IN ALL RESPECTS. JOB QUALITY SHALL MATCH OR EXCEED THE EXISTING CONDITIONS.
B. MATERIALS SHALL BE NEW AND IN FAULTLESS CONDITION. INSPECT ALL MATERIAL AND IMMEDIATELY REMOVE DEFECTIVE ITEMS FROM JOB SITE.
C. ALL RE-USE WATER PIPE AND FITTINGS SHALL BE SCHEDULE 40 PANTONE (PURPLE) PIPE S22C PER FLORIDA BUILDING CODE; PLUMBING.
D. THE CITY SHALL FURNISH, AT NO COST, DOMESTIC AND RE-USE WATER METERS, DUAL CHECK VALVES, AND LOCKBOXES COMPLETE WITH HOSE BIBBS AND FLEXIBLE 50 FT. HOSE.
6. PROTECTION AND CLEANING
A. KEEP SITE CLEAR OF DEBRIS ORIGINATING FROM THIS JOB. UPON COMPLETION, REMOVE ALL TRASH AND SURPLUS MATERIALS. JOB SITE SHALL BE CLEAN PRIOR TO ACCEPTANCE.
B. PROTECT EQUIPMENT FROM DIRT, MOISTURE, AND MECHANICAL DAMAGE DURING CONSTRUCTION. RESTORE DAMAGED EQUIPMENT TO ORIGINAL CONDITION.
7. DAMAGE BY LEAKS
REPAIR OR REPLACE ITEMS DAMAGED BY LEAKS OR OVERFLOW FROM WORK PROVIDED UNDER THIS SECTION.
8. CUTTING AND PATCHING
PROVIDE DIGGING AND DE-WATERING REQUIRED TO ACCOMMODATE WORK OF THIS SECTION. RESTORE TO ORIGINAL CONDITION ALL NEW OR EXISTING WORK. PROVIDE REPLACEMENT SOIL, SOD AND SIMILAR MATERIALS TO MATCH EXISTING ON SITE.
9. PIPE SUPPORTS
PIPING SYSTEMS SHALL BE SUPPORTED, BURIED AND BRACED IN ACCORDANCE WITH THE FLORIDA PLUMBING CODE REQUIREMENTS. SUPPORT PIPES FROM STRUCTURE WITH ASSEMBLIES DESIGNED FOR SUCH PURPOSE. PROVIDE AUXILIARY MEMBERS, ANCHORS, SADDLES AND SWAY BRACES NECESSARY FOR PIPE ALIGNMENT AND FOR RESTRAINT AGAINST EXCESSIVE MOVEMENT; ALLOW FOR PIPING EXPANSION AND CONTRACTION. PIPE WEIGHT SHALL NOT BE SUPPORTED BY VALVES, NOR EQUIPMENT. DO NOT USE POWDER DRIVEN FASTENERS, PERFORATED METAL TAPE, OR OTHER MAKESHIFT MATERIALS TO SUPPORT PIPE.
10. OPERATION AND ADJUSTMENT
A. PRESSURE TEST ALL PIPING INSTALLATIONS WITH WATER AND RECORD RESULTS BEFORE INSPECTION. REMOVE ITEMS IN PIPING INSTALLATION SUBJECT TO DAMAGE BY TEST PRESSURE.
B. OPERATE COMPLETED PORTIONS OF WORK PRIOR TO JOB COMPLETION AS DIRECTED BY OWNER OR CITY. CHECK OPERATIONAL STATUS OF SYSTEMS AND NOTIFY CITY AND OWNER IF EQUIPMENT IS NOT READY FOR OPERATION. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO SYSTEM DURING START-UP AND OPERATION PRIOR TO FINAL ACCEPTANCE.
C. UPON COMPLETION OF WORK, PLACE ENTIRE SYSTEM IN OPERATION. SUPPLY WATER FROM SERVICE MAIN, ADJUST WATER FLOW FOR NORMAL OPERATING CONDITIONS.
- E. ONLY FOR DOMESTIC SYSTEMS USING TANK TYPE WATER HEATERS PLUMBER WILL PROVIDE PRESSURE RELIEF VALVE: WATTS SERIES 530C, OR EQUAL AS SHOWN IN DRAWING.

4560 N. POINT PARKWAY,
SUITE 200
ALPHARETTA, GA. 30022
PH: 678-254-1200 FAX: 678-254-1239

PROJECT NO: EMK311016000
FILE NAME: PO.01.dwg
DESIGNED BY: ACT
DRAWN BY: JL
CHECKED BY: MCP
DATE ISSUED: 08-04-2011

I CERTIFY THAT THE INSTALLATION WAS COMPLETED PER THE DETAILS AND SPECIFICATION HEREIN.

PLUMBING PERMIT: _____ CONTRACTOR SIGNATURE: _____

CONTRACTOR NAME: _____ DATE COMPLETED: _____

CONTRACTOR LICENSE #: _____

SHEET TITLE	
POMPANO RE-USE WATER SERVICE INSTALLATION DIAGRAMS & SPECIFICATIONS	
SHEET 1 OF 1	DRAWING NUMBER PO.01

Meeting Date: July 14, 2015

Agenda Item 10

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SHARED COMMON DOCKING AREA AGREEMENT AMONG BRASIL BORBA AND ODANIRA MARIA FERNANDES, THEODORE AND CATHERINE ALFLEN, AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE. (NO COST)

Summary of Purpose and Why: The owners of 2700 NE 9th Court would like to build a dock within five foot of the extended property line. This requires an agreement between the neighbors per City Code.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Property owner
- (2) Primary staff contact: Robert McCaughan, Alessandra Delfico PE Ext. 4097, 4144
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	<u>7-8-15</u>	Approve	
Public Works	<u>7/8/15</u>	Approve	
City Attorney	<u>7/8/15</u>	—	

Advisory Board

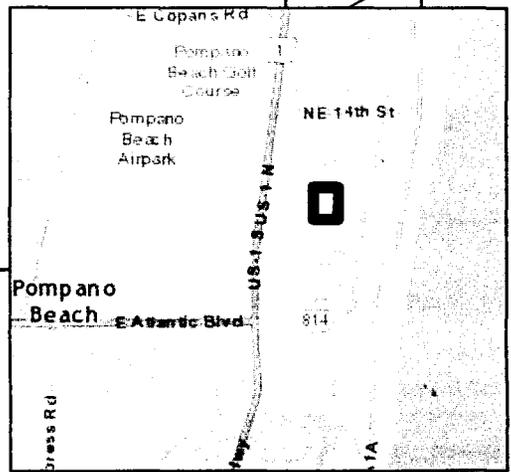
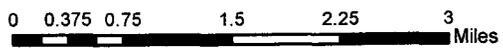
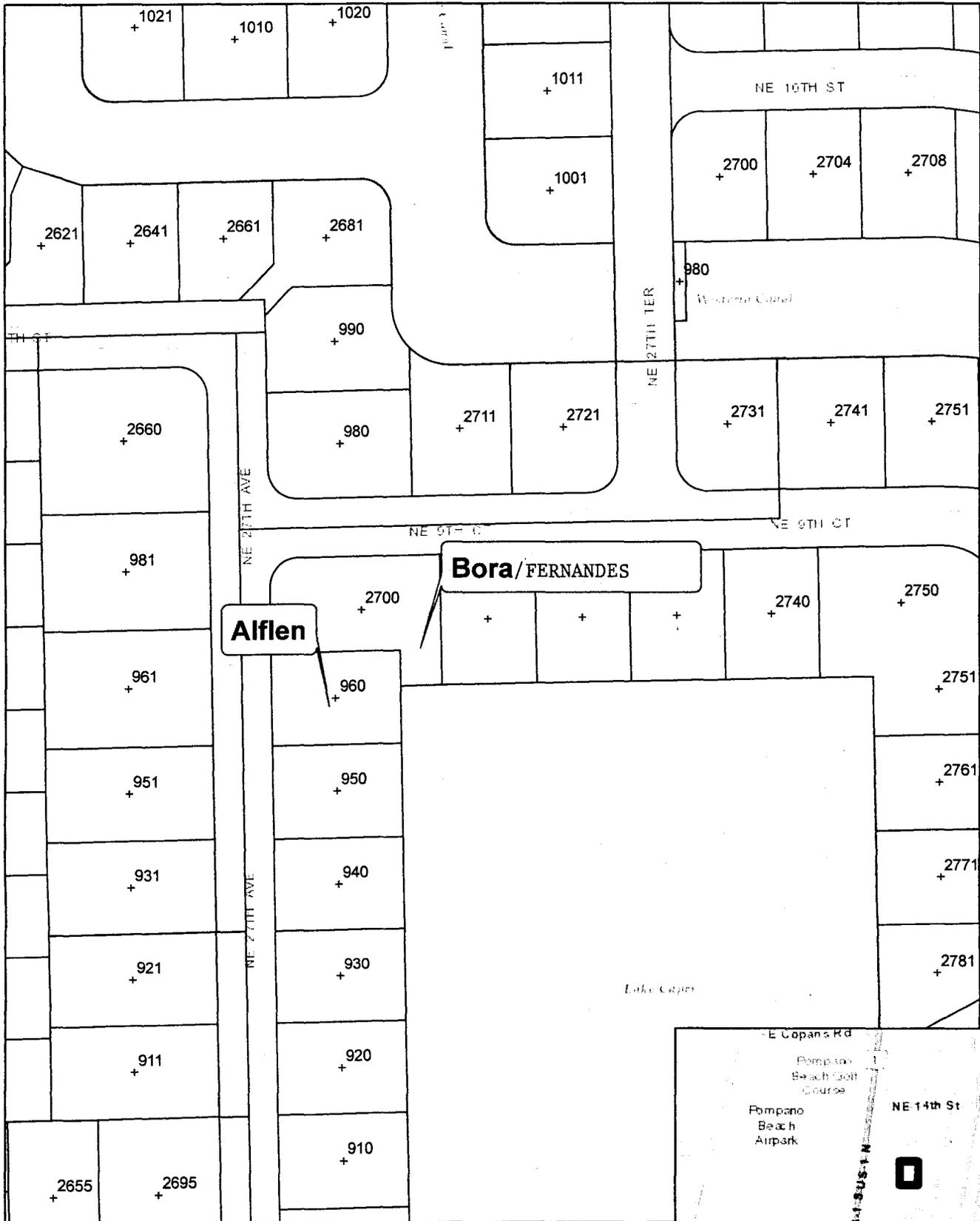
Development Services Director

City Manager

ACTION TAKEN BY COMMISSION:

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

Docking Agreement Location





City Attorney's Communication #2015-1113

June 11, 2015

TO: Alessandra Delfico, P.E., City Engineer
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Shared Common Docking Area Agreement

Pursuant to your memorandum dated June 9, 2015, Engineering Department Memorandum No. 15-138, I have prepared and attached the following form of Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPAÑO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SHARED COMMON DOCKING AREA AGREEMENT AMONG BRASIL BORBA AND ODANIRA MARIA FERNANDES, THEODORE AND CATHERINE ALFLEN, AND THE CITY OF POMPAÑO BEACH; PROVIDING AN EFFECTIVE DATE.

Please note that the “In Witness Whereof” sentence is missing, as well as the City signature block. Please make corrections before presentation to City Commission. Also, Exhibit “B” in one proposed agreement differs from the other.

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

GORDON B. LINN

GBL/ds
l:cor/engr/2015-1113
Attachment

RESOLUTION NO. 2015- _____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SHARED COMMON DOCKING AREA AGREEMENT AMONG BRASIL BORBA AND ODANIRA MARIA FERNANDES, THEODORE AND CATHERINE ALFLEN, AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Shared Common Docking Area Agreement among Brasil Borba and Odanira Maria Fernandes, Theodore and Catherine Alflen, and the City of Pompano Beach, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement among Brasil Borba and Odanira Maria Fernandes, Theodore and Catherine Alflen, and the City of Pompano Beach.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/ds
6/11/15
l:reso/2015-381

SHARED COMMON DOCKING AREA AGREEMENT

THIS IS AN AGREEMENT by and between Brasil Borba & Odanira Maria Fernandes whose address is 2700 NE 9th Ct, Pompano Beach, FL(hereinafter'OWNER A'), Theodore & Catherine Alflen whose address is 960 NE 27th Ave, Pompano Beach, FL(hereinafter'OWNER B'), and the CITY OF POMPANO BEACH,(hereinafter'CITY'), a municipal corporation of the State of Florida located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

WHEREAS, OWNER A desires to construct a dock within a common docking area adjacent to their property legally described as follows:

See Exhibit "A" attached hereto

WHEREAS, Section 151.03, " Structures in Waterways", of the Pompano Beach Code of Ordinances requires that if two or more lots share common docking area, the owners shall enter into an agreement with the City which shall state the property owners have reviewed and approved the proposed plans as it relates to the placement of any structure in the common docking area as well as the proposed docking of any boat or watercraft; and

WHEREAS OWNER A, OWNER B, and CITY have reached an agreement regarding OWNER A extending OWNER A's dock within the five feet of the extended property line and desire to memorialize the agreement; and

IN CONSIDERATION of the mutual promises, terms and conditions herein, OWNER A, OWNER B, and CITY agree as follows.

1. CITY is a party to this Agreement for the sole purpose of ensuring compliance with Section 151.03, "Structures in Waterway" of the Pompano Beach Code of Ordinances. As such, this Agreement is made on the express condition that OWNER A agrees the CITY shall be held harmless and free from all claims for damages for injury or death to any person or property damage of any kind that occurs in connection with this Agreement. Further, OWNER A shall indemnify CITY, its agents and employees against all liability, including legal and attorney's fees, resulting from any injury, death or damage described in this paragraph.

2. This Agreement shall be approved by the Office of the City Attorney for legal content and shall be of no effect until it is properly executed by all parties and recorded along with a copy of the approved plans in the Public Records of Broward County, Florida. CITY assumes no responsibility for recording and must be provided a copy of the Agreement showing the recording information prior to permit issuance.

3. OWNER A is individually and jointly responsible for compliance with all applicable federal, state and local regulations pertaining to the construction, maintenance and use of the

docking facilities to the extent that the dock may result in other existing improvements being rendered non-compliant such as may be the case with enforcement of the Residential Swimming Pool Safety Act, Chapter 515, Florida Statutes, and Florida Building Code Section 424.2.

4. The parties have reviewed and approved the proposed construction plans for placement of a dock within five feet of the extended property line, a copy of which are attached hereto and made part of hereof as "Exhibit B," and OWNER B grants unto OWNER A the full right to erect, maintain and keep such structure.

5. Upon conveyance of the property of either or both OWNER A and OWNER B, this Docking Agreement shall become null and void and a new agreement between the parties shall be required. Application for the new agreement with the CITY must be made by the affected abutting property owners within 30 days of the conveyance of either abutting property.

If the affected abutting property owners do not timely apply to CITY for a new Docking Agreement within 30 days of conveyance of either abutting property or one or both of the abutting property owners does not want to continue the extended docking facility, the portion of the dock structure that extends within five feet of the extended property line shall be removed within 30 days of the aforesaid conveyance in accordance with all applicable regulations and all cost, liability and responsibility associated with said removal shall be borne solely by the property owner that was a party to the former Docking Agreement.

6. No boat lifts shall be erected within five feet of the extended property line.

7. No vessels may be docked within the five feet of the extended property line.

8. The width of the canal, river, basin or waterway along which the structure is erected must have a minimum width of 50 feet.

9. Fire suppression systems shall be installed as required by applicable CITY, County, State of Florida and Federal law requirements. Fire suppression systems shall be shown on plans and maintained in full working order at all times.

10. This Agreement may be terminated by CITY for good cause, including, but not limited to, a change in the CITY's Code of Ordinances; upon conveyance of either of the subject abutting properties; the failure of OWNER A to continuously maintain their dock, seawall and other related improvements in good repair; and/or the failure of either or both OWNER A and OWNER B to comply with this agreement.

IN WITNESS WHEREOF, CITY and OWNERS have executed this agreement on the respective dates under each signature.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

'OWNER A':

Witnesses:

Joseph Gilio
Witness 1 Signature

Print Name: Joseph Gilio

Vincent
Witness 2 Signature

Print Name: Vincent Montella

Brasil Borba

Brasil Borba

Odanira M. Fernandes

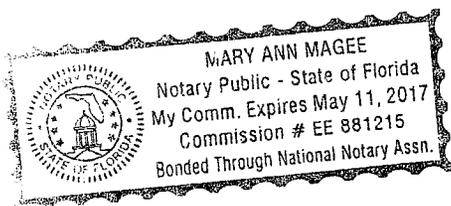
Odanira Maria Fernandes

DATED: 5/25/2015

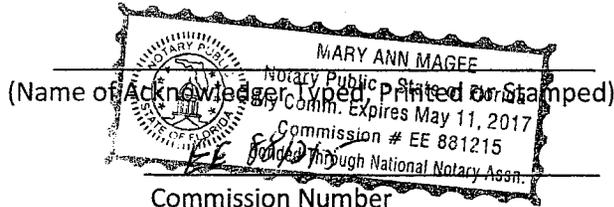
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25 day of May, 2015 by Brasil Borba & Odanira Maria Fernandes. He/she are personally known to me or who produced(type of identification), _____

NOTARY'S SEAL:



Mary Ann Magee
NOTARY PUBLIC, STATE OF FLORIDA



Commission Number

'OWNER B':

Witnesses:

Joseph Gilio
Witness 1 Signature
Print Name: Joseph Gilio

Vincent Montella
Witness 2 Signature
Print Name: Vincent Montella

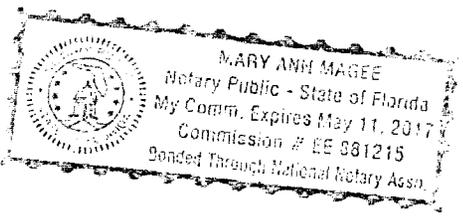
Theodore Alflen
Theodore Alflen
Catherine A. Alflen
Catherine Alflen

DATED: 5/25/15

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25 day of May, 2015 by Theodore & Catherine Alflen. He/she are personally known to me or who produced (type of identification) _____

NOTARY'S SEAL:



MARY ANN MAGEE
NOTARY PUBLIC, STATE OF FLORIDA

MARY ANN MAGEE
Notary Public - State of Florida
(Name of Acknowledger Typed, Printed or Stamped)
Comm. Expires May 11, 2017
Commission # EE 881215
EE-881215

Commission Number

EXHIBIT A

Exhibit A



Site Address	2700 NE 9 COURT, POMPANO BEACH	ID #	4843 31 21 0690
Property Owner	BORBA,BRASIL FERNANDES,ODANIRA MARIA	Millage	1511
Mailing Address	2700 NE 9 CT POMPANO BEACH FL 33062	Use	01

Abbreviated Legal Description	HARBOR VILLAGE SEC F 43-15 B LOT 26 BLK 17
-------------------------------	--

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Click here to see 2013 Exemptions and Taxable Values to be reflected on the Nov. 1, 2013 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2014	\$375,240	\$192,560	\$567,800	\$550,220	
2013	\$375,240	\$175,340	\$550,580	\$542,090	\$10,826.79
2012	\$375,240	\$175,340	\$550,580	\$533,030	\$10,633.17

2014 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$567,800	\$567,800	\$567,800	\$567,800
Portability	0	0	0	0
Assessed/SOH 03	\$550,220	\$550,220	\$550,220	\$550,220
Homestead 100%	\$25,000	\$25,000	\$25,000	\$25,000
Add. Homestead	\$25,000	0	\$25,000	\$25,000
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$500,220	\$525,220	\$500,220	\$500,220

Sales History			
Date	Type	Price	Book/Page or CIN
5/5/2014	WD-Q-SS	\$729,000	112268146
5/29/2009	QCD-T		46374 / 741
1/31/2002	WD	\$514,000	32713 / 877
2/8/2000	WD	\$309,900	30257 / 73
12/13/1996	WD	\$171,000	25786 / 837

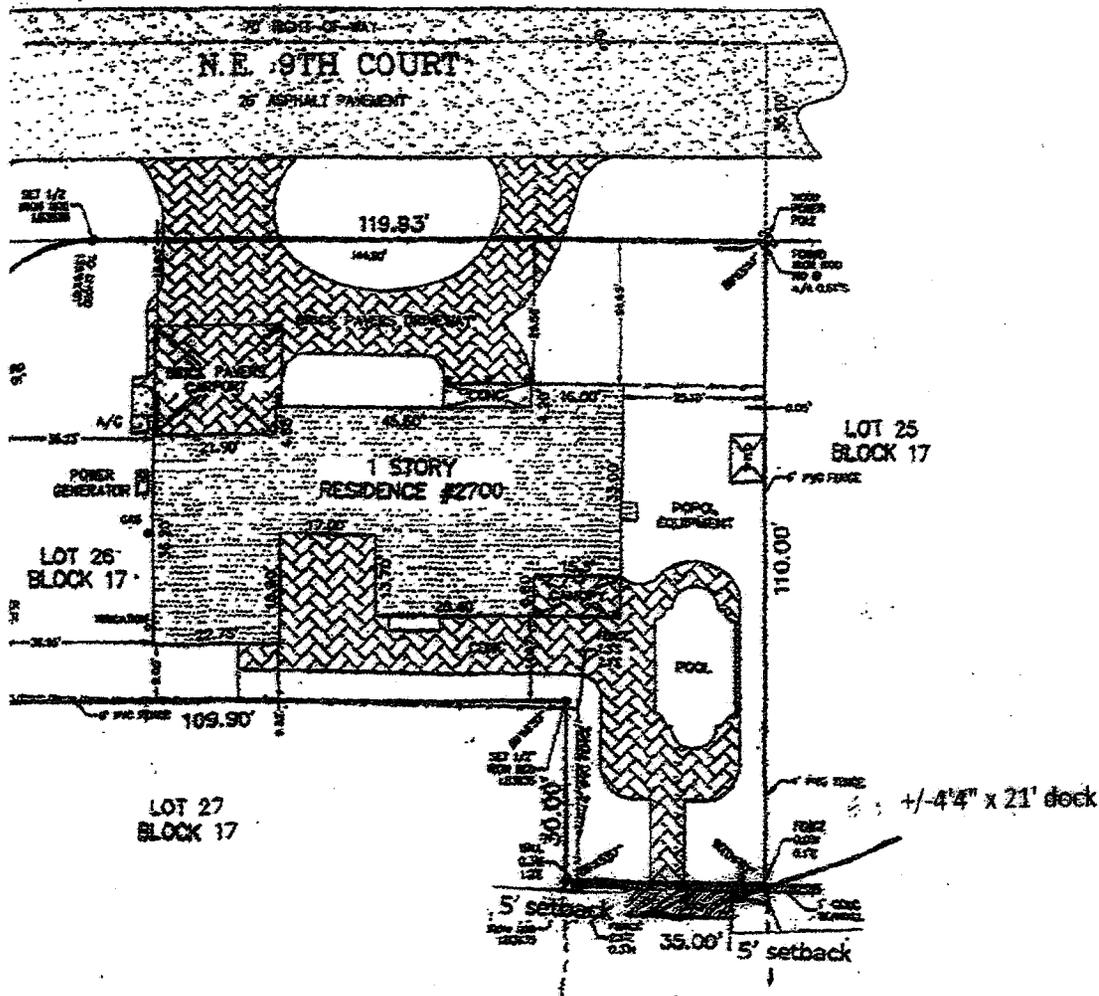
Land Calculations		
Price	Factor	Type
\$30.00	12,508	SF
Adj. Bldg. S.F. (See Sketch)		2880
Units		1

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
15								
R								
1								

EXHIBIT B

POST CONSTRUCTION PLAN VIEW

1. Remove the existing 5'9" x 20' dock and pilings
 2. Install 4 batter piles and 35 lf. of seawall cap.
 3. Install 35 lf. of seawall footer.
 4. Install a +/-4'4" x 21 concrete dock and pilings
- (edge of dock to be +/-6'9" from the seawall wet-face)



REQUESTED COMMISSION ACTION:

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

SHORT TITLE A RESOLUTION OF THE CITY OF POMPANO BEACH, FLORIDA, 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	<u>6/26/15</u>	Approval	<u>Mark Korman</u>
Finance	<u>7/7/15</u>	<u>Approve</u>	<u>London Brown</u>
City Attorney	<u>7/8/15</u>		

City Manager cah

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 of Pompano Beach
Office of Housing and Urban Improvement

Memorandum No. 15-185

MEMORANDUM

DATE: June 26, 2015
TO: Dennis Beach, City Manager
THROUGH: Gordon Linn, City Attorney
FROM: Miriam Carrillo, Director [Signature]
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 July 14, 2015 agenda.

Thank you.

Attachments

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RE: 5 Year Consolidated Plan for the City of Pompano Beach

Dear Community Service Provider:

The Consolidated Plan is created every five years and assists the City in determining community needs. The planning process to create the Consolidated Plan serves as the framework for a community-wide dialogue to identify housing, economic, and community development priorities.

As part of the process, we are asking for your input and assistance by responding to the enclosed survey. Please review and respond to the survey and return it to our office. A self-addressed, stamped envelope is enclosed for your convenience.

You can also email the response to JoAnn Martin-Onesky of this office. That email address is: joann.martin-onesky@copbfl.com. If you have **any** questions with respect to the process, they can also be forwarded to JoAnn Martin Onesky through email, or her direct phone line: 954-786-4657.

Thank you for your time and attention.

Very truly yours,

Miriam Carrillo, Director
Office of Housing and Urban Improvement

MC/jmo
Encl.



COMMUNITY NEEDS SURVEY

❖ COMMUNITY DEVELOPMENT ❖ HOUSING ❖ ECONOMIC DEVELOPMENT ❖

Make your voice heard.

The City of Pompano Beach is updating the Consolidated Plan for federal funds that primarily serve low and moderate-income residents and areas. Please see our website for additional details: <http://www.pompanobeachfl.gov/cdbg>

This survey lets you tell the City which needs are most important for your neighborhood. Your responses will help prioritize investments over the next five years. If you prefer to complete this survey online, you may do so at <http://www.pompanobeachfl.gov/cdbg/> Spanish versions of the survey are also available online or by calling Miriam Carrillo at 954-786-4656.

- Do you live or work in the City of Pompano Beach? Yes No Don't Know
- What is your home ZIP code? _____ | Don't Know Not Applicable
- What is your work ZIP code? _____ | Don't Know Not Applicable
- What neighborhood do you live in? _____
(If you do not live in the City of Pompano Beach, but you work within the City, please select the neighborhood in which you work.)
- Thinking about your neighborhood, and the facilities and services currently available, please rate the level of need for improvements in the areas below.

(Circle a number between 1 and 5 for each area below. A rating of 1 indicates very little need, while a rating of 5 indicates a critical, top priority need. A rating of "?" indicates you "do not know.")

Overall Needs	Level of Need Low.....High ?	Level of Need Low.....High ?
Improve City Facilities Providing Public Services (such as Parks, Libraries, Fire Stations)	1 2 3 4 5 ?	Create More Affordable Housing Available to Low Income Residents
Improve Non-profit Facilities Providing Community Services (such as Senior Centers, Youth Centers, Food Banks)	1 2 3 4 5 ?	Create More Jobs Available to Low Income Residents

COMMUNITY DEVELOPMENT NEEDS

Public Facilities	Level of Need Low.....High ?	Level of Need Low.....High ?
Senior Centers	1 2 3 4 5 ?	Fire Stations
Youth Centers	1 2 3 4 5 ?	Libraries
Centers for the Disabled	1 2 3 4 5 ?	Parks and Recreational Facilities
Homeless Facilities (Transitional Housing and Emergency Shelters)	1 2 3 4 5 ?	Educational Facilities
Facilities for Persons with HIV/AIDS	1 2 3 4 5 ?	Police Stations
Health Care Facilities	1 2 3 4 5 ?	Child Care Centers
Mental Health Care Facilities	1 2 3 4 5 ?	Parking Facilities
Other(s) _____	1 2 3 4 5 ?	Facilities for Abused, Abandoned And Neglected Children

Infrastructure and Neighborhood Improvements	Level of Need Low.....High ?	Level of Need Low.....High ?
Water/Sewer Improvements	1 2 3 4 5 ?	Sidewalk Improvements 1 2 3 4 5 ?
Street Improvements	1 2 3 4 5 ?	Lighting Improvements 1 2 3 4 5 ?
Storm water and Drainage Improvements	1 2 3 4 5 ?	Neighborhood Signage 1 2 3 4 5 ?
ADA Accessibility to Public Facilities	1 2 3 4 5 ?	Landscaping Improvements 1 2 3 4 5 ?
Public Art	1 2 3 4 5 ?	New or Renovated Playgrounds 1 2 3 4 5 ?
Tree Planting	1 2 3 4 5 ?	Cleanup of Contaminated Sites 1 2 3 4 5 ?
Acquisition and Clearance of Vacant Lots	1 2 3 4 5 ?	Other(s) _____

Public Services	Level of Need Low.....High ?	Level of Need Low.....High ?
Senior Services	1 2 3 4 5 ?	Services for Persons with HIV/AIDS 1 2 3 4 5 ?
Disability Services	1 2 3 4 5 ?	Crime Awareness/Prevention Services 1 2 3 4 5 ?
Legal Services	1 2 3 4 5 ?	Tenant/Landlord Counseling Services 1 2 3 4 5 ?
Youth Services	1 2 3 4 5 ?	Child Care Services 1 2 3 4 5 ?
Transportation Services	1 2 3 4 5 ?	Health Services 1 2 3 4 5 ?
Substance Abuse Services	1 2 3 4 5 ?	Abused, Abandoned and Neglected Children Services 1 2 3 4 5 ?
Battered and Abused Spouses Services	1 2 3 4 5 ?	Mental Health Services 1 2 3 4 5 ?
Employment Training Services	1 2 3 4 5 ?	Lead Based Paint/Lead Hazard Screens 1 2 3 4 5 ?
Homeless Services	1 2 3 4 5 ?	Housing Counseling 1 2 3 4 5 ?
Food Banks	1 2 3 4 5 ?	Neighborhood Cleanups (trash, graffiti, etc.) 1 2 3 4 5 ?
Other _____	1 2 3 4 5 ?	

Economic Development: Job Creation in Low Income Neighborhoods	Level of Need Low.....High ?	Level of Need Low.....High ?
Financial Assistance for Low Income Residents for Business Expansion and Job Creation	1 2 3 4 5 ?	Microenterprise Assistance for Business Expansion (5 or few employees) 1 2 3 4 5 ?
Public Improvements to Commercial/Industrial Sites	1 2 3 4 5 ?	Store Front Improvements in Low Income Neighborhoods 1 2 3 4 5 ?
Financial Assistance for Low Income Individuals to Create a Small Business	1 2 3 4 5 ?	Other _____ 1 2 3 4 5 ?

HOUSING

Housing	Level of Need Low.....High ?	Level of Need Low.....High ?
Owner-Occupied Housing Rehabilitation	1 2 3 4 5 ?	Rental Housing Rehabilitation 1 2 3 4 5 ?
Homeownership Assistance	1 2 3 4 5 ?	Fair Housing Outreach and Testing 1 2 3 4 5 ?
Increase Affordable Rental Housing Inventory	1 2 3 4 5 ?	Housing Accessibility Improvements 1 2 3 4 5 ?
Rental Assistance (Tenant Based Rental Assistance)	1 2 3 4 5 ?	Energy Efficiency and Sustainability Improvements 1 2 3 4 5 ?
Code Enforcement Activities in Low Income Neighborhoods	1 2 3 4 5 ?	Permanent Housing for Homeless 1 2 3 4 5 ?
Housing for Other Special Needs (such as elder and person with disabilities): (List) _____	1 2 3 4 5 ?	Other _____ 1 2 3 4 5 ?

6. OPTIONAL: What is your email address? _____

(If you provide your email address, you will be included on the Community Development Block Grant distribution list, which includes updates on applications, public meetings and the Consolidated Plan update process.)

THANK YOU for completing this survey. Please return this to Office of Housing & Urban Improvement, 100 W. Atlantic Blvd,

¡Haz oír tu voz!

La municipalidad de Pompano Beach está actualizando su Plan de Consolidación para canalizar recursos federales que beneficiaran a familias e individuos con ingresos bajos o moderados. Visite nuestro página de internet para más información: <http://www.pompanobeachfl.gov/cdbg/>.

Esta encuesta le da a conocer a la municipalidad que tipo de instalaciones públicas o servicios son más importantes para su comunidad. Sus respuestas ayudarán a priorizar recursos durante próximos cinco años. Si prefiere completar esta encuesta en el internet, visite <http://www.pompanobeachfl.gov/cdbg/>. Encuestas en Español también están disponibles en nuestro pagina de internet o puede llamar a Miriam Carrillo Office of Housing and Urban Improvement al 954-786-4646.

- ¿Vive o trabaja en la Ciudad de Pompano Beach? _____ | Sí No
 No se
- ¿Cuál es su código postal? _____ | No se No aplica
- ¿Cuál es el código postal de su trabajo? _____ | No se No aplica
- ¿En cuál comunidad vive? _____
(Si no vive en Pompano Beach, pero trabaja en la ciudad de Pompano Beach, favor de escribir la comunidad en la que trabaja.)

5. Tomando en cuenta su comunidad, las instalaciones públicas y servicios que actualmente hay disponibles, por favor clasifique el indice de necesidad en las siguientes áreas:

(Circule un numero entre 1 y 5 por cada categoría abajo. Una calificación de 1 indica baja necesidad. Una calificación de 5 indica alta necesidad. Una calificación de "?" indica que no sabe.)

Necesidades Generales	Necesidad		Necesidad	
	Baja.....	Alta ?	Baja.....	Alta ?
Mejorar las instalaciones municipales que prestan servicios públicos (parques, bibliotecas, estaciones de bomberos)	1 2 3 4 5 ?		Crear más viviendas a precios razonables disponibles para los residentes con bajos ingresos	1 2 3 4 5 ?
Mejorar las instalaciones sin fines de lucro (centros para ancianos, centros para jóvenes, bancos de alimento)	1 2 3 4 5 ?		Crear más empleos disponibles para los residentes con bajos ingresos	1 2 3 4 5 ?

Necesidades para el desarrollo económico

Instalaciones Publicas	Necesidad		Necesidad	
	Baja.....	Alta ?	Baja.....	Alta ?
Centros para Ancianos	1 2 3 4 5 ?		Estaciones de bomberos	1 2 3 4 5 ?
Centros para jóvenes	1 2 3 4 5 ?		Bibliotecas	1 2 3 4 5 ?
Centros para personas con discapacidad	1 2 3 4 5 ?		Parques e instalaciones recreativas	1 2 3 4 5 ?
Instalaciones para personas sin hogar (Vivienda de Transición y refugios de emergencia)	1 2 3 4 5 ?		Instalaciones educacionales	1 2 3 4 5 ?
Centros para personas con VIH/SIDA	1 2 3 4 5 ?		Estaciones de policía	1 2 3 4 5 ?
Centros de atención médica	1 2 3 4 5 ?		Centros para cuidado de niños	1 2 3 4 5 ?
Centros de salud mental	1 2 3 4 5 ?		Estacionamiento	1 2 3 4 5 ?
Otro(s) _____	1 2 3 4 5 ?		Instalaciones para niños maltratados, abusados o adandonados	1 2 3 4 5 ?

Mejoras a la infraestructura publica y vecindarios	Necesidad Baja..... Alta ?	Necesidad Baja..... Alta ?
Mejoras al servicio de agua/alcantarillas	1 2 3 4 5 ?	Mejoras en las aceras/banquetas 1 2 3 4 5 ?
Mejorar las calles	1 2 3 4 5 ?	Mejorar el alumbrado público 1 2 3 4 5 ?
Mejorar el drenaje público	1 2 3 4 5 ?	Mejorar las señalizaciones en la comunidad 1 2 3 4 5 ?
Mejorar el acceso a las instalaciones públicas	1 2 3 4 5 ?	Mejoramiento de areas verdes 1 2 3 4 5 ?
Arte Publico	1 2 3 4 5 ?	Mejorar areas recreativas o crear nuevas 1 2 3 4 5 ?
Plantar Arboles	1 2 3 4 5 ?	Limpiar sitios contaminados 1 2 3 4 5 ?
Adquirir terrenos baldios	1 2 3 4 5 ?	Otro _____ 1 2 3 4 5 ?

Servicios Públicos	Necesidad Baja..... Alta ?	Necesidad Baja..... Alta ?
Servicios para ancianos	1 2 3 4 5 ?	Servicios para personas con VIH/SIDA 1 2 3 4 5 ?
Servicios de Discapacidad	1 2 3 4 5 ?	Servicios para la Prevención del Crimen 1 2 3 4 5 ?
Servicios Legales	1 2 3 4 5 ?	Servicios para Inquilinos 1 2 3 4 5 ?
Servicios para Jóvenes	1 2 3 4 5 ?	Cuidado de Niños 1 2 3 4 5 ?
Servicios de Transporte	1 2 3 4 5 ?	Servicios de Salud 1 2 3 4 5 ?
Servicios para el Abuso de drogas	1 2 3 4 5 ?	Servicios para Niños abandonados o maltratados 1 2 3 4 5 ?
Servicios para Cónyuges víctimas de violencia	1 2 3 4 5 ?	Servicios para la salud mental 1 2 3 4 5 ?
Servicios para encontrar Empleo	1 2 3 4 5 ?	Análisis de pintura a base de plomo 1 2 3 4 5 ?
Servicios para Personas Sin Hogar	1 2 3 4 5 ?	Consejería sobre la compra de vivienda 1 2 3 4 5 ?
Banco de Alimentos	1 2 3 4 5 ?	Limpieza de la comunidad (basura, grafiti, etc.) 1 2 3 4 5 ?
Otro _____	1 2 3 4 5 ?	1 2 3 4 5 ?

Desarrollo Económico: Creación de trabajos en comunidades de bajos recursos	Necesidad Baja..... Alta ?	Necesidad Baja..... Alta ?
Asistencia financier: para residentes de bajos ingresos, con la expansión de negocios y con la creación de empleos	1 2 3 4 5 ?	Asistencia para que Microempresas (5 empleados o menos) expandan su negocio 1 2 3 4 5 ?
Mejoras Públicas a locales comerciales/ industriales	1 2 3 4 5 ?	Mejoramientos de fachadas en locales comerciales en comunidades de bajos recursos 1 2 3 4 5 ?
Asistencia Financiera para que Personas de Bajos Ingresos abran un negocio nuevo	1 2 3 4 5 ?	Otro _____ 1 2 3 4 5 ?

Vivienda

Vivienda	Necesidad Baja..... Alta ?	Necesidad Baja..... Alta ?
Rehabilitación de viviendas ocupadas por los propietarios	1 2 3 4 5 ?	Rehabilitación de viviendas alquiladas 1 2 3 4 5 ?
Asistencia a Propietarios de Casa	1 2 3 4 5 ?	Información sobre Leyes de Equidad de la Vivienda 1 2 3 4 5 ?
Aumentar el número de viviendas de alquiler a precios razonables	1 2 3 4 5 ?	Mejoras para que viviendas sean accesibles a personas con discapacidad 1 2 3 4 5 ?
Asistencia financiera para inquilinos	1 2 3 4 5 ?	Mejoras a la Eficiencia Energética y Sostenibilidad de la vivienda 1 2 3 4 5 ?
Inspección de viviendas en comunidades de bajos recursos	1 2 3 4 5 ?	Vivienda permanente para personas sin hogar 1 2 3 4 5 ?
Vivienda para personas con Necesidades Diferentes (como ancianos y personas con discapacidades): (Otros)	1 2 3 4 5 ?	Otro _____ 1 2 3 4 5 ?

6. Opcional: ¿Cuál es su correo electrónico? _____

(Si provee su correo electrónico, será añadido/a a nuestra lista de correo, la cual proporcionara información sobre el proyecto, juntas públicas, e información sobre el plan de actualización del Plan Consolidado.)

¡GRACIAS por completar esta encuesta! Por favor regrese esta encuesta a JoAnn Martin-Onesky Office of Housing and Urban Improvement 100 W. Atlantic Blvd, Suite 220 Pompano Beach, FL 33060, o envíe por FAX al 954-786-5534, o envíe por correo electrónico a JoAnn.Martin-Onesky@copbfl.com

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



City of Pompano Beach

FY 2015-2020 Consolidated Plan
FY 2015-2016 Action Plan

FINAL DRAFT

Office of Housing and Urban Improvement
100 West Atlantic Blvd. Suite 220
Pompano Beach, FL 33060



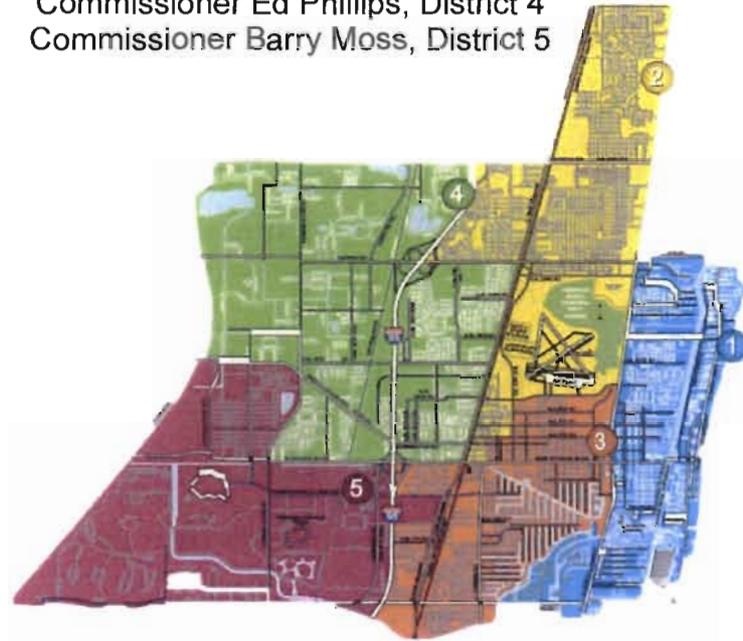
Consolidated Plan

OMB Control No: 2506-0117 (exp. 07/31/2015)

City of Pompano Beach FY2015-2020 Consolidated Plan FY2015-2016 Annual Action Plan

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FOREWORD

The United States Department of Housing and Urban Development (HUD) requires that all entitlement jurisdictions whom receive funding under the Community Development Block Grant (CDBG), and HOME Investment Partnerships (HOME) programs develop a Consolidated Plan for community development no less than every five years, and an Annual Action Plan every year. The City of Pompano Beach Consolidated Plan identifies priority needs related to affordable housing, homelessness, public services, special needs populations, public improvements, and economic development based on local market statistical analysis, needs assessments, and public input via a citizen participation process.

In 2012 HUD created a new system for reporting any Consolidated Plan documentation. This new system in HUD's Integrated Disbursement and Information System (IDIS), the eCon Planning Suite, is in Beta-Testing as municipalities run through its first cycle. The eCon Planning Suite has presented numerous issues for the development team in regards to accessing the portal in a consistent manner, logistical bugs and system failure, adaptability and usability in functions and data collection and overall user-friendly interaction and data congruence. The HUD representatives have been highly responsive and diligent in working to amend and improve the eCon Planning Suite in this beta-testing phase of the program. The Pompano Beach Consolidated Plan development team has taken this opportunity to learn along with HUD as they develop the new eCon Planning Suite online system.

In anticipation of the unique challenges this new system presents, the development team advocated for a draft to be reviewed by the public during the drafting phase considering, due to security guidelines, the administrative controls in the eCon Planning Suite are limited to the targeted municipality staff and contract experts overseeing the creation of Consolidated Plan, whom collectively make up the Pompano Beach Consolidated Plan development team. Another factor in this new system processing is that the pre-populated data from HUD is expansive and in effect, can be inconsistent with more up-to-date local data. However, the data presented is the required data through the HUD IDIS, eCon Planning Suite and therefore, the most comprehensive data available for creating this Consolidated Plan. It is with these findings and understandings that the following draft 2015-2020 Consolidated Plan for Pompano Beach, Florida is presented.

For more information about HUD's eCon Planning Suite program please visit, <https://www.hudexchange.info/consolidated-plan/econ-planning-suite/>

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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 types of families facing these problems will be identified. Strategies will be developed that can be implemented through HUD-funded programs to help alleviate the identified 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 Developments will be evaluated to determine what categories of CDBG federal funds should be prioritized during the 2015-2020 planning period to meet these needs. While HUD requires data to be included in the Consolidated Plan for four (4) income groups, including persons with incomes of 80-100% of AMI, analysis of the data and corresponding conclusions are only calculated on the three (3) lower income groups of 0-30%, 30-50% and 50-80% of AMI.

NA-10 Housing Needs Assessment

According to the data provided in this section, the housing problems affecting the City of Pompano Beach households include: substandard housing (lack of complete plumbing, kitchen facilities); overcrowding; and housing cost burden. Of the City of Pompano Beach's over 41 thousand households; only 1.02% of those units are substandard, lacking complete plumbing or kitchen facilities; 3.4% are overcrowded; and 68% are housing cost burdened, according to the HUD pre-populated data in Tables 1-8.

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 a disproportionately greater need (at least 10% points higher) will be explored. The categories of Area Median Income for 0-30%, 30-50%, 50-80% and 80-100% will be displayed in Tables 9-12. From the analysis of the HUD pre-populated data contained in Tables 9-12 it appears that the level of need between racial and ethnic groups is Proportional to the City of Pompano Beach's overall population. The gap between the percentage of need and percentage of population of the individual groups does not rise to the HUD definition of 10% to be classified as "Disproportionately Greater Need".

NA-20 Disproportionately Greater Need: Severe Housing Problems

In this section of the Needs Assessment, a description of the types of 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. The level of need between ethnic groups is Proportional to the City of Pompano Beach's overall demographic population.

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 Burdens of spending

between 30-50% and >50% of the household income will be displayed in Table 17. The level of need between ethnic groups is Proportional to the City of Pompano Beach’s overall demographic population.

NA-30 Disproportionately Greater Need: Discussion

In this section of the Needs Assessment, we will explore the potentially disproportionately greater need, which is displayed in Tables 9-17. Please see above for the conclusions and results from Tables 9-17.

NA-35 Public Housing

This section of the Needs Assessment examines the number and types of public housing programs and services and Section 8 Housing Choice Voucher programs available to low-income in residents through the Pompano Beach Housing Authority (PBHA).

NA-40 Homeless Needs Assessment

In this section of the Needs Assessment, we will provide data and information for Broward County as a whole since City of Pompano Beach specific data is unavailable. Chronically homeless individuals and families, families with children, and veterans and their families, will be addressed. According to the Broward County Continuum of Care, the City of Pompano Beach has the lowest percentage of “at risk homeless” population of cities in the county at 4%.

NA-45 Non-Homeless Special Needs Assessment

In this section of the Needs Assessment, we will describe the characteristics of 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 of people with special

needs we will refer to Broward County as a whole 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. U.S. Census, American Community Survey 2010 data indicates that there are 15,209 persons with disabilities in the City of Pompano Beach.

NA-50 Non-Homeless Community Development Needs

In this section of the Needs Assessment, we will describe the needs for Public Facilities, Public Improvements, and Public Services in the neighborhoods that make up the City of Pompano Beach.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

In this section of the Consolidated Plan we will examine the current status of the City of Pompano Beach's housing stock to determine what types of 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 City's HUD-funded programs. An examination of the available data was undertaken to determine the current status of the City of Pompano Beach's housing stock concerning incomplete facilities, housing cost burden and overcrowding.

According to the HUD pre-populated data provided in this section, the housing problems affecting the City of Pompano Beach households are substandard housing (lack of complete plumbing, kitchen facilities), overcrowding and housing cost burden. Of the City of Pompano Beach's 41,641 households as of 2011 data; only 1.02% of those units are substandard, lacking complete plumbing or kitchen facilities; 3.4% are overcrowded; and 68% are housing 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)

Demographics	Base Year: 2010	Percentage
Jurisdiction as a Whole	99,845	100%
White	62,515	62.6%
Black/African American	28,849	28.9%
Asian	1,302	1.3%

Demographics	Base Year: 2010	Percentage
American Indian, Alaskan Native	285	0.3%
Pacific Islander	49	.0004%
Hispanic (Duplicated Count)	17,509	17.5

Data Source: 2010 Census

Income Level	Households	Percentage
0-30% AMI	8,905	21.1%
30.1-50% AMI	7,551	17.9%
50.1-80% AMI	8,102	19.2%
Total - 0-80% AMI	24,558	58.2%
Jurisdiction as a whole	42,181	100%

Data Source: 2010 Shimberg Center for Housing Studies

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
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 Source: 2007-2011 CHAS

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
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

	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 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
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:

	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 42,182 (20011 Data indicates 41,641 total households) total households. 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

Data Source: U.S. Census Bureau 2010

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 2013 ACS Data, there are approximately 15,209 persons with disabilities in the City of Pompano Beach. Which makes up 15.2% of the City of Pompano Beach’s total population.

The Shimberg Center for Housing Studies does not provide a detailed breakdown of the disabled at the city level, so for the purpose of this analysis, we utilized Broward County data for the most part. Single Family homes are the typical type of housing that households with a member with a disability reside in with 314,165 Broward county 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 housing cost burden, and 19,126 renter households containing at least one person with a disability with a 30 percent or greater housing cost burden.

In 2013-2014, the Women in Distress of Broward County Annual Report reflected that more than 6,000 incidents of domestic violence were reported to law enforcement, 11 of 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. 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. The report states 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, 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. 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 housing cost burden. According to the HUD pre-populated data in the Housing Needs Summary Table 3, there are an estimated 425 substandard households, which represents approximately 1% of housing stock, which is low in comparison to other Florida communities. There are 355 households suffering severe overcrowding (1.51 or more persons per room) according to HUD pre-populated data on Table 3. There are 1,453 households suffering from overcrowding (1.01-1.5 persons per room). There are 17,215 households suffering from a housing cost burden of 30 percent or greater according to HUD pre-populated data on Table 5. Which means the household spends 30 percent or more per month on housing costs. There are 10,960 households suffering from a severe housing cost burden of 50 percent or greater according to HUD pre-populated data on Table 6. Which means the household spends 50 percent or more per month on housing costs. There are a total of 28,175 households suffering some level of housing cost burden, representing 68% of the total housing units.

Are any populations/household types more affected than others by these problems?

According to the HUD pre-populated data provided in Table 4, renter occupied households appear to suffer the most from the common types of housing problems. 6,605 renter-occupied households and 5,655 owner-occupied households are reportedly suffering from one or more of the common housing problems. Overall the number of substandard units (according to HUD's definition) is relatively small at 425 units.

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 the housing cost burden analysis. There are a number of ways to address housing 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 housing cost burden data from Tables 5 and 6, 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 housing 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 housing cost burden of 30 percent or greater or severe housing cost burden of 50 percent or greater. For the purpose of this Consolidated Plan, the City has elected to adopt the State's definition of at-risk population.

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 housing cost burden. Housing cost burden affects 68 percent of the City of Pompano Beach's households, a total of 28,175 households out of a total housing stock of 41,641. 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. The Broward County Continuum of Care network within the City of Pompano Beach is experiencing this phenomena first hand with their homeless and at-risk of homelessness populations.

Discussion

With the HUD pre-populated 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 housing cost burden have a profound effect on all households types and income levels. With housing cost burden affecting a large percent (68%) of all City of Pompano Beach households, and especially at-risk of homelessness groups, it can be concluded that housing 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. A disproportionately greater need exists when the members of a particular racial or ethnic group at a given income level experience housing problems at a greater rate (10 percentage points or more) than the income level 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 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%

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

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
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 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%

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 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%

Discussion

In order to determine whether or not there is a disproportionately 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 represent 52.6 percent of the total jurisdiction as a whole for this income category (62.6% of the total city population). The Black/African American group makes up for 33 percent of the total jurisdiction for their respective category (28.9% of the total city population) and Hispanic group (which is a duplicated count in the White and Black category) make up for 13.1 percent of the total jurisdiction as a whole (17.5% of the total city population).

For the 30-50 percent area median income category for households experiencing one or more housing problems, White households represent 59.4 percent of the total jurisdiction as a whole for this income category (62.6% of the total city population). The Black/African American group makes up for 24.1 percent of the total jurisdiction for their respective category (28.9% of the total city population) and Hispanic group (which is a duplicated count in the White and Black category) make up for 15 percent of the total jurisdiction as a whole (17.5% of the total city population.)

For the 50-80 percent area median income category for households experiencing one or more housing problems, White households represent 57.3 percent of the total jurisdiction as a whole for this income category (62.6% of the total city population.) The Black/African American group makes up for 21.7 percent of the total jurisdiction for their respective

category (28.9% of the total city population) and Hispanic group (which is a duplicated count in the White and Black category) make up for 19 percent of the total jurisdiction as a whole (17.5% of the total city population.)

Therefore, in all three (3) income categories the gap between the percentage of need and the percentage of population of the group does not rise to the HUD definition of 10% greater need to be classified as “Disproportionately Greater Need.”

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 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 when the members of a particular racial or ethnic group at a given income level experience housing problems at a greater rate (10 percentage points or more) than the income level as a whole. If a disproportionate greater need 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 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%

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 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%

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 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%

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 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 address the percentages of households, by race group, that have severe housing problems.

For the 0-30 percent area median income category for households experiencing one or more severe housing problems, White households represent 53 percent of the total jurisdiction as a whole for this income category (62.6% of the total city population). The Black/African American group makes up for 31.8 percent of the total jurisdiction for their respective category (28.9% of the total city population) and Hispanic group (which is a duplicated count in the White and Black category) make up for 13.9 percent of the total jurisdiction as a whole (17.5% of the total city population).

For the 30-50 percent area median income category for households experiencing one or more severe housing problems, White households represent 61.3 percent of the total jurisdiction as a whole for this income category (62.6% of the total city population.) The Black/African American group makes up for 22 percent of the total jurisdiction for their respective category (28.9% of the total city population) and Hispanic group (which is a duplicated count in the White and Black category) make up for 14.8 percent of the total jurisdiction as a whole (17.5% of the total city population.)

For the 50-80 percent area median income category for households experiencing one or more severe housing problems, White households represent 55 percent of the total jurisdiction as a whole for this income category (62.6% of the total city population.) The Black/African American group makes up for 28.3 percent of the total jurisdiction for their respective category (28.9% of the total city population) and Hispanic group (which is a duplicated count in the White and Black category) make up for 14.4 percent of the total jurisdiction as a whole (17.5% of the total city population.)

Therefore, in all three (3) income categories the gap between the percentage of need and the percentage of population of the group does not rise to the HUD definition of 10% greater need to be classified as “Disproportionately Greater Need.”

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 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 Source: 2007-2011 CHAS

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 address the percentages of households, by race group, suffering some level of cost burden.

Table 17 above depicts housing cost burdens information for the City of Pompano Beach by each racial and ethnic group. Once again the category for Hispanic is a duplicated count with white and black/African American. The column of 30-50% indicate households which are cost burdened and the column of 50% or greater indicates households which are severely cost burdened.

According to Table 17 which is a HUD pre-populated chart a total of 21,370 households out of the City's 41,641 are experiencing a level of housing cost burden which represents a large percentage of the total households. It is interesting to note that in Tables 5-6 (also HUD pre-populated data) the number of housing cost burdened households equals 28,175 as opposed to the 21,370 displayed in Table 17. In either case the statistic indicates a serious problem with housing cost burden within the City of Pompano Beach. Divided by racial and ethnic groups the data roughly tracks the City's population as follows: Whites account for 62.6 percent of the City's population and represent 62.3 percent of households that are cost burdened. Black/African Americans account for 28.9 percent of the City's population and represent 23.2 percent of households that are cost burdened. Hispanics account for 17.5 percent of the City's population and represent 13.6 percent of households that are cost burdened. And finally Asians account for 1.3 percent of the City's population and represent less than 1 percent of households that are cost burdened. Therefore, the City's experience with housing cost burden is nearly directly proportionate with its population.

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 members of a particular racial or ethnic group at a given income level experience housing problems at a greater rate (10 percentage points or more) than the income level as a whole. The discussion portion of this section of the Needs Assessment provides data on racial or ethnic groups, by income levels, that may be experiencing a disproportionate greater need overcoming housing problems.

According to the HUD pre-populated data provided in Tables 9-17, the City's population divided by the racial and ethnic groups identified needs, pertaining to the following: one or more housing problems, severe housing problems and housing cost burden generally track and are Proportionate to the overall population of the City. Therefore none of the identified racial or ethnic groups meet the HUD definition of "Disproportionately Greater Need" impacts.

If they have needs not identified above, what are those needs?

Our community is experiencing serious needs with housing problems, severe housing problems and housing cost burden. However, these needs are addressed annually in our Annual Action Plan within the scope of our ability to fund those needs.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

While areas of the City have higher concentrations of housing problems (our CDBG target areas for example) due to socio-economic conditions of these specific neighborhoods, they are not disproportionately greater need according to the HUD definition and the data HUD provided in Tables 9-17.

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. HUD's provided pre-populated data from the Public Housing Information Center (PIC) shows 871 vouchers, we felt it prudent to use more updated information from the Pompano Beach Housing Authority (PBHA), which states there are 918 Section 8 Housing Choice Vouchers currently in use in Pompano Beach. 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 Choice Voucher programs provide an increase in affordable housing choice for very-low income families. Families with tenant-based Section 8 Housing Choice Vouchers choose and lease safe, decent, and affordable privately owned rental housing. Families apply for the tenant-based vouchers through the PBHA. The PBHA pays the owner of the privately owned rental housing development the difference between 30 percent of adjusted family income and a PBHA determined payment standard.

Please note that the data displayed in Tables 18-21 below reflect HUD pre-populated data determined in the online IDIS eCon Planning Suite under the new Consolidated Plan guidelines and format established in 2014. The OHUI has elected to use a combination of the pre-populated data with other credible data sources to complete the narratives in the Needs Assessment section of this Consolidated Plan to provide a more accurate record of the current needs of public housing residents in Pompano Beach.

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project based	Tenant based	Special Purpose Voucher		
							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) Please note:

Characteristics of Residents

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project based	Tenant based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	
Average Annual Income	0	0	0	15,177	0	15,177	0	0	0
Average length of stay	0	0	0	7	0	7	0	0	0
Average Household size	0	0	0	3	0	3	0	0	0
# Homeless at admission	0	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	0	92	0	92	0	0	0
# of Disabled Families	0	0	0	145	0	145	0	0	0
# of Families requesting accessibility features	0	0	0	871	0	871	0	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0	0

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
# 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

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							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

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project based	Tenant based	Special Purpose Voucher		
							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:

According to the Pompano Beach Housing Authority (PBHA), there are no public housing tenants and applicants on the waiting list for Section 504 accessible units at this time. All public housing units managed and operated by the PBHA were constructed in compliance with Section 504 requirements. In the event that tenant or applicant’s unit is in need of further modification or accommodation, the PBHA provide any additional assistance to ensure the tenant or applicant maintains a safe and healthy living environment.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

According to the Pompano Beach Housing Authority (PBHA), one of the most immediate needs of residents of Public Housing and Housing Choice Voucher holders is additional supportive services opportunities such as job training, and financial and homeownership counseling. The PBHA administers the Family Self-Sufficiency (FSS) program, but one incentive program for 981 voucher holders and 474 public housing residents is not sufficient. Furthermore, the FSS program only benefits Section 8 Housing Choice Voucher recipients and not public housing residents.

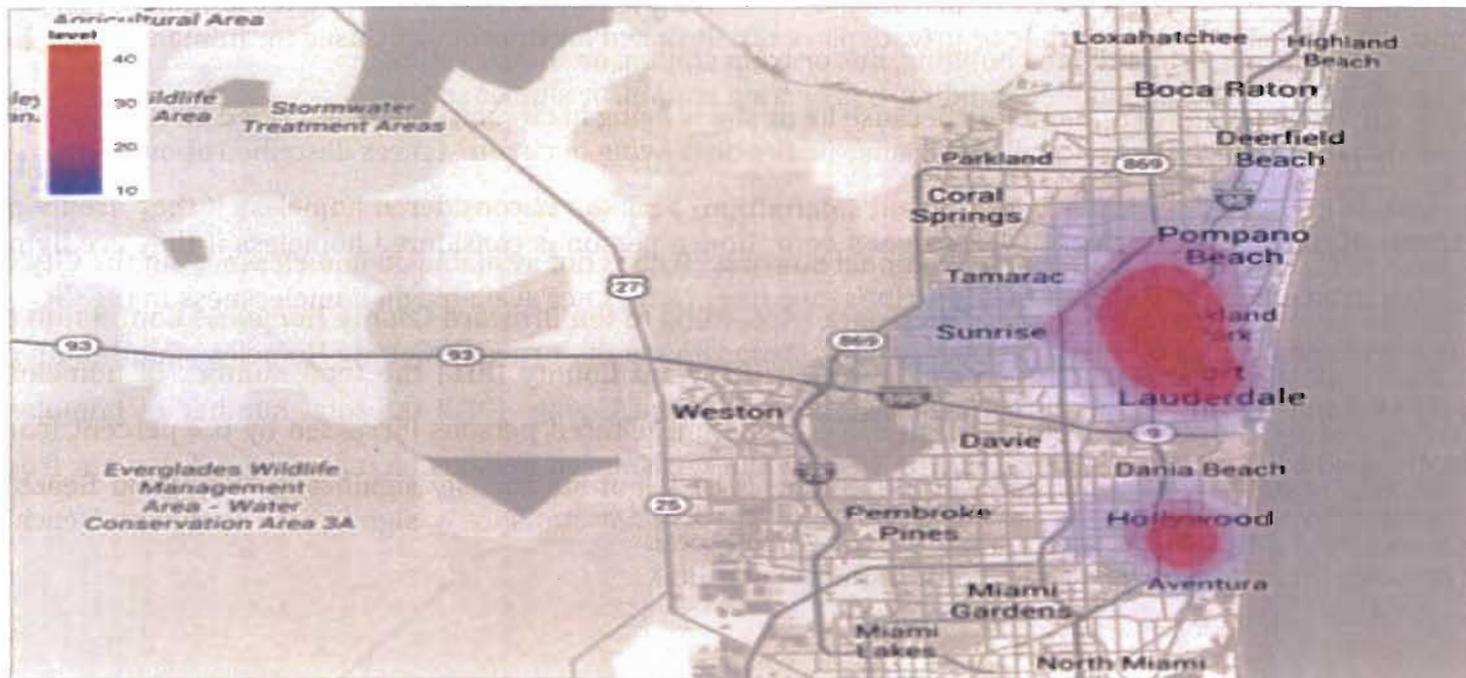
How do these needs compare to the housing needs of the population at large

Housing supportive services are generally an immediate need for all low- to moderate-income households citywide. Households with an income that falls below 80 percent of the area median income (AMI) are at a greater risk of suffering from one or more of the common housing problems such as substandard housing, overcrowding, and housing cost burden. Due to this realization, it can be concluded that supportive services opportunities such as job training, and financial and homeownership counseling can be beneficial to the population at large, as well as families residing in public housing or Section 8 Housing Choice Voucher recipients.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

Broward County has been a leader in efforts to end homeless since the 1980's. The County's Point-in-Time Count Report (PIT), HUD Continuum of Care grant and 10 Year Plan to End Homelessness are executed by the Broward County Continuum of Care Board (HCB). The Broward Partnership, a 501(c)3 organization, is a major partner in raising and allocating funds for housing, medical care (including behavioral and dental health), supportive services and job training.



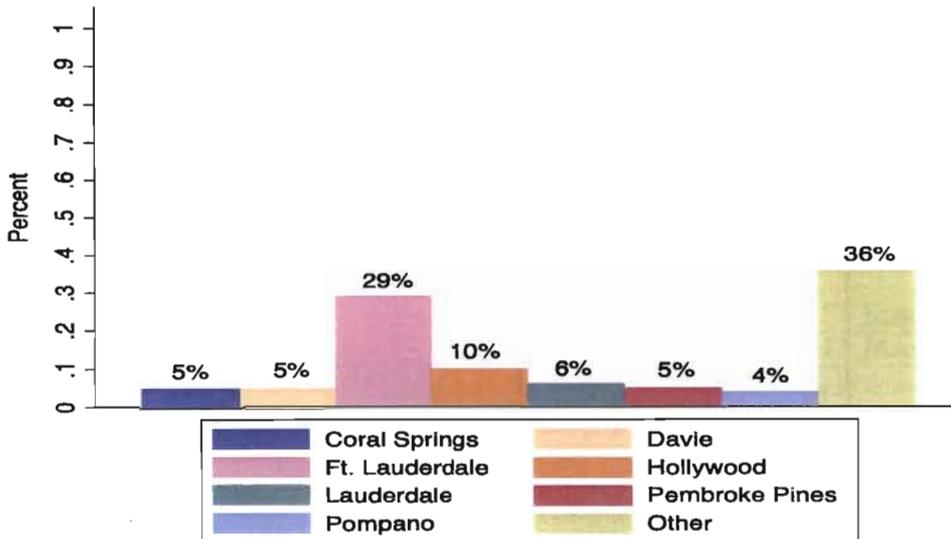
GIS Homeless Map, Broward County

Source: 2014 PIT

Homelessness in the City of Pompano Beach includes: individuals, families, people who struggle with substance abuse and mental illness, youth who have aged out of foster care, and runaway youth, who lack 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. Data is not available on homelessness in the City of Pompano Beach, so this document relies on Broward County data. According to the Broward County Homeless Continuum of Care Board's (HCB) 2014 Point-In-Time Report of Homelessness in Broward County (PIT) the total number of homeless persons county wide dropped by 2.9 percent from 2,810 to 2,766 while unsheltered persons increased by 6.2 percent from 829 to 879. The difference in homeless counts between 2013 and 2014 is not statistically significant. Pompano Beach's population at risk of homelessness is the lowest contributor to the county total.



At Risk of Homelessness by City
Source: 2014 PIT

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

The 2014 PIT determined 18% or 498 homeless persons in Broward County are chronically homeless. No data was available on the familial status of these persons.

Families with children

The 2014 PIT found 213 families with children experiencing homelessness in Broward County.

Broward Co. Families experiencing homelessness

	At Risk	Sheltered		Unsheltered	Total
		Emergency	Transitional		
Total Number of Households	7	87	115	11	213
Total Number of Persons (Adults & Children)	8	272	385	56	713
Number of Persons (<18)	1	174	211	26	411
Number of Persons (Age 18-24)	1	24	29	4	57
Number of Persons (Over Age 24)	6	70	116	24	210
Missing information	0	4	29	2	35

Source: 2014 PIT

Veterans and their families

The 2014 PIT determined 9% or 249 of homeless persons in Broward County are veterans. No data was available on the familial status of these persons.

Data was not available for unaccompanied youth.

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

The 2014 PIT found 213 families in need of housing assistance in Broward County. There are an estimated 249 homeless veterans in Broward County. There is no data available that estimates the number of homeless families with veterans in the City of Pompano Beach. Both of these types of homeless families are in need of and are eligible for housing assistance when and if available.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

According to the 2014 Point in Time Report, African American persons make up the highest number of homeless individuals in Broward County with an estimated 1577 persons experiencing homelessness. According to the 2014 Point in Time Estimates of Homelessness, 249 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 2014 PIT determined there were 879 unsheltered and 1877 sheltered persons experiencing homelessness at the time of the count. The category with the highest total number of homeless individuals is Persons in Households without Children, with an estimated 1,939 households representing 2000 persons. There are currently 759 unsheltered households in this category and 1,108 sheltered households in the category. Households with at least one Adult and one Child reported 56

unsheltered persons and 657 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.

Discussion:

There were 879 unsheltered individuals reported in Broward County in the January 2014 in 2014 PIT Report. 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 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.

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. Where data for Pompano Beach specifically is available it is utilized, otherwise Broward County or the State of Florida information is utilized and is referred to as such.

Describe the characteristics of special needs populations in your community:

Farmworkers

According to the latest Broward 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 all of 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. Extrapolating for Pompano Beach 1.2% of our population of approximately 100,000 would represent a HIV/AIDS population of 1,200 persons. Of Broward County's 17,290 persons living with HIV/AIDS 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 15,209 persons with disabilities over the age of 16 residing in the City of Pompano Beach according to ACS data in 2010. Based on Broward County data pertaining to the disabled that are also housing cost burdened being 46%, we would estimate Pompano Beach's dually disabled and housing cost burdened residents to be near 7,000.

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. A new opportunity to assist the local farmworker population is the construction of a 174 unit property funded partially by USDA located at 1050 North West 18th Drive in Pompano Beach.

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's annual Ryan White Grant Program provides these services to persons with HIV/AIDS living throughout Broward County including the residents of 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. Goodwill Industries of South Florida along with a variety of other local Broward County based organizations provide these services.

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 second, behind public services to receive CDBG funding between 2015-2020. More specifically, 72 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. In addition, the CDBG Citizens Advisory Board was asked to review and approve the first Annual Action Plan, which they ratified at their meeting of May 14, 2015.

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 third behind public services (#1) and public facilities (#2), to receive CDBG funding between 2015-2020. More specifically, 66 percent of the Consolidated Plan survey

responses identified a high need for neighborhood signage, landscaping, and clean up of contaminated sites 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 Annual 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, nearly 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 Annual 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, 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. Rather than supply of housing stock, the housing cost burden is the most severe problem facing the city with the 68% of its housing units suffering from some level of housing cost burden.

MA-15 Cost of Housing

In this section of the Market Analysis, housing cost data are 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. As indicated above housing cost burden is a serious issue within the City of Pompano Beach.

MA-20 Condition of Housing

In this section of the Market Analysis, housing condition data are 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. The City's housing stock has a range of 425 up to 1,299 substandard housing units, depending on which HUD provided Table one references. We believe this range in number of units relates to the large percentage of aging housing stock, which alters the data. Not every older house is necessarily in bad condition or meets the standard of the HUD definition of substandard.

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 the local Public Housing Authority 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. While the City of Pompano Beach provides little direct services to the homeless, their partner agency, Broward County, provides existing services as described in this section.

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 range of resources but primarily from HUD pre-populated data from HUD's IDIS, eCon Planning Suite, which illustrate 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%
Vacant Units	15,594	27.2%
Mobile Home, boat, RV, van, etc	1,414	2%
Total (Occupied and Vacant)	57,235	100%

Table 22 – Residential Properties by Unit Number

Data Source: 2007-2011 ACS

The data in Table 22 includes 15,594 vacant units out of a total of 57,235. The total number of occupied housing units are 41,641.

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.

According to Federal Guidelines for all HUD funded programs, including Community Development Block Grant (CDBG), and Home Investment Partnership (HOME) the City of Pompano Beach targets 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.

Does the availability of housing meet the needs of the population?

According to the HUD pre-populated data provided in the IDIS, eCon Planning Suite, the greatest problem facing the City is housing cost burden. 68% of our residents are suffering from housing cost burden or severe housing cost burden. Therefore, affordability is the most critical issue.

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 housing stock. According to Table 3 there are 425 housing units, (representing 1.02% of the total housing stock) which are substandard, thereby lacking complete plumbing or kitchen facilities. These units need rehabilitation including 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.

Housing units that are classified as overcrowded represent 3.4% of the total housing stock, numbering 1,415 units according to Table 3. The data for all of these tables comes from HUD pre-populated data.

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

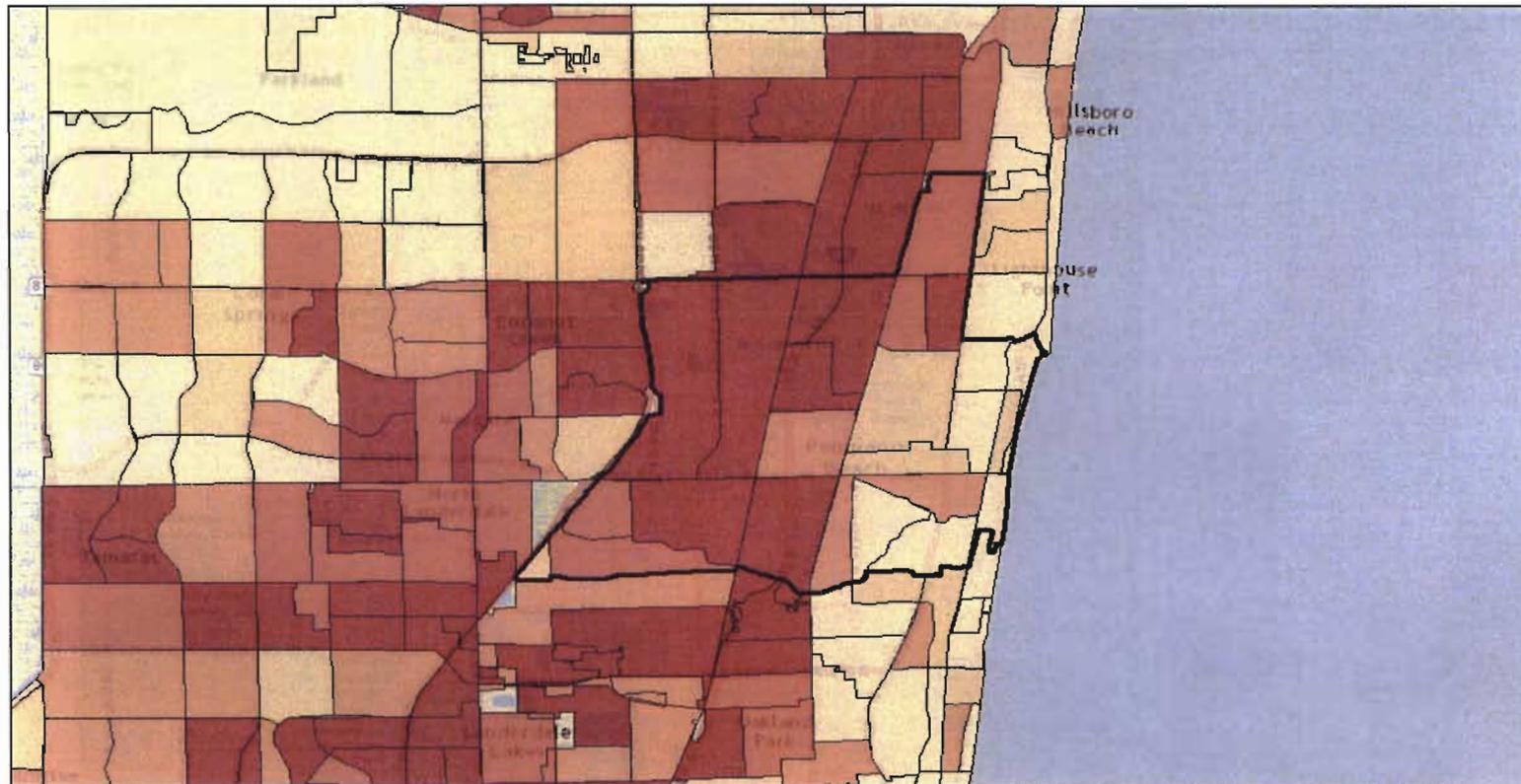
Housing Affordability

% 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

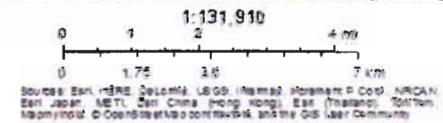
Table 26 - Housing Affordability

Data Source: 2007-2011 CHAS

% Owner units affordable to 100% HAMFI - Consolidated Plan and Continuum of Care Planning Tool

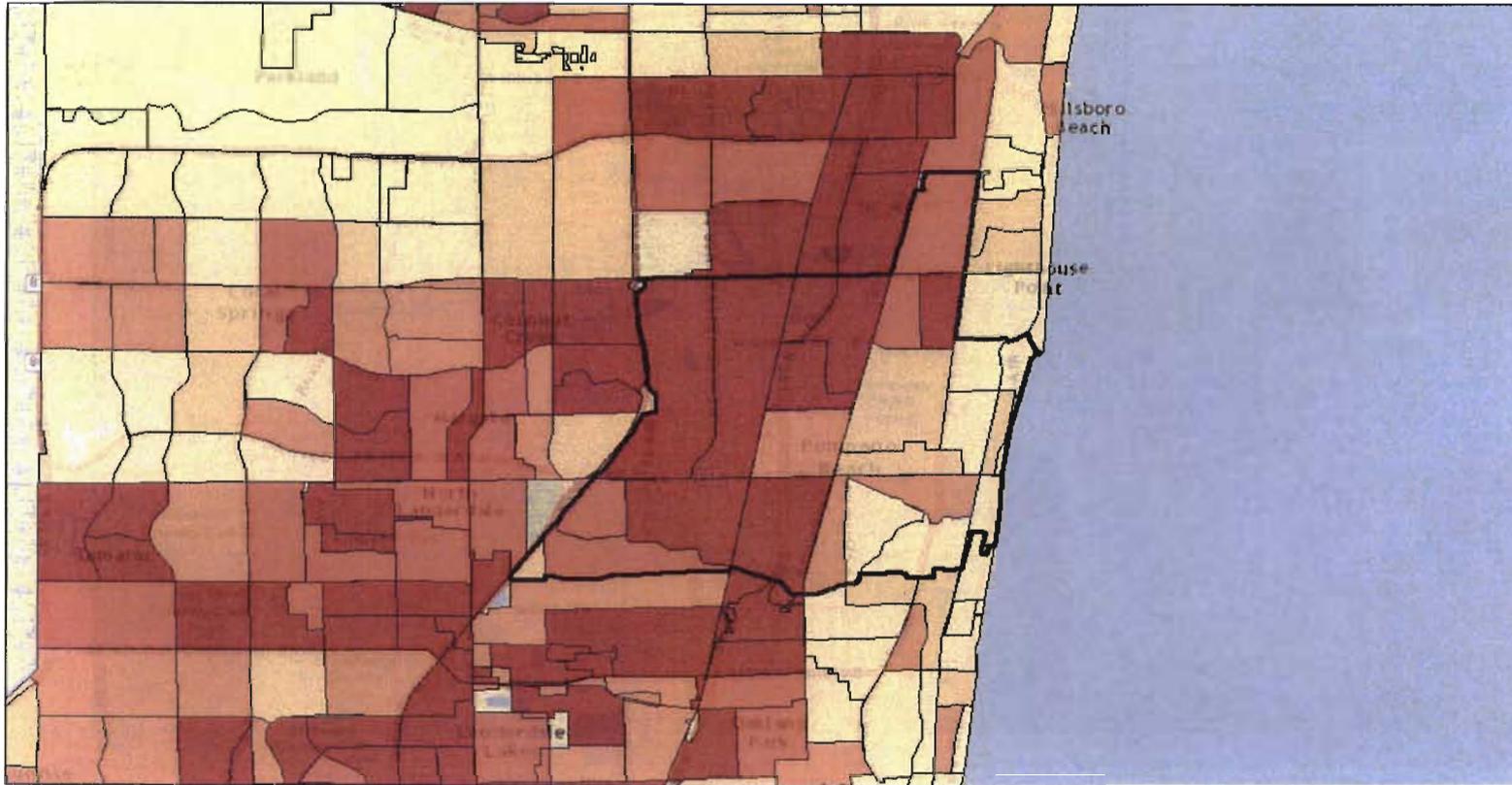


October 28, 2014



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



% Owner units affordable to 80% 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 Beach have a household income of less than 80% Area Median Income out of the 41,641 total households within the City. The same study completed in 2015 reported that 23,466 households in the City of Pompano Beach 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 52.2 percent of households suffered from a cost burden of 30 percent or more and 30.9 percent of households suffered from a cost burden of 50 percent or more. 12,054 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 more than half of the City of Pompano Beach suffering from a housing cost burden of 30 percent or more, it is clear that there is not sufficient affordable housing for all income levels. According to HUD pre-populated data provided in Table 17 the City has 68% of its residents suffering some level of housing cost burden.

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 2013, according to the U.S. Census data was \$40,221. The median income in 2010, according to the U.S. Census data, was \$41,047. With the increases in home sales prices and median gross rents and a decrease in household incomes between 2010 and 2013, 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 \$40,221, 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.

The City of Pompano Beach's percentage of residents suffering from some level of housing cost burden is high at 68% of the total housing stock of 41,641 units.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

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 developed to help increase the current housing stock to promote affordable housing opportunities with federal funding available between 2015 and 2020. First, pre-populated 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 to 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 a 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. For the purpose of this Consolidated Plan, the City has elected to adopt the State's definition of substandard and substandard but suitable rehabilitation.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	10,686	43%	9,395	57%

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
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 Source: 2007-2011 CHAS

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 Source: 2007-2011 ACS (Total Units) 2007-2011 CHAS (Units with Children present)

Vacant Units

	Suitable Rehabilitation	for	Not Suitable Rehabilitation	for	Total
Vacant Units					15,594
Abandoned Vacant Units					
REO Properties					4,239
Abandoned REO Properties					

Table 31 - Vacant Units

According to Table 28, there are 1,138 housing units which have two (2) or more poor housing conditions including: lacking complete plumbing; lacking complete kitchen; no fuel for heating or are over the age of 50. This number is somewhat inconsistent with Table 3 indicating 425 housing units are substandard by HUD's definition. The difference may be explained by the aging housing stock factor being added to the data. The city has a substantial amount of older housing stock with 29,632 (Table 29) units being built 35-65 years ago and 747 units constructed more than 65 years ago as indicated in Table 29.

Table 31 indicates that citywide data for vacant housing units is 15,594, and REO (Real Estate Owned) 4,239 properties currently in Pompano Beach. Information on the sustainability for rehabilitation and not suitable for rehabilitation is not available at this time

Need for Owner and Rental Rehabilitation

According to the pre-populated 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 pre-populated data provided by HUD in Table 30 ,19,483 owner occupied housing units and 10,896 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 of the paint chip 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:

According to the Pompano Beach Housing Authority (PBHA) 2013 Annual Plan, there are approximately 330 persons or families on the Section 8 Housing Choice Voucher waiting list, and there are 918 Section 8 Housing Choice Vouchers currently in use. According to the Pompano Beach Housing Authority (PBHA), there are no public housing units or Section 8 Housing Choice Vouchers available at this time. The PBHA plans to construct 10 new public housing units during this five year Consolidated Plan period. Table 32 contains pre-populated data from HUD that reflects a total of 1,096 vouchers available through the PBHA. For the purpose of describing the latest and most accurate public and assisted housing data, we will use PBHA provided information in the narratives rather than relying on the pre-populated data provided by HUD and the Public Housing Information Center (PIC). Please note that Table 32 has been included because it is generated from the online IDIS eCon Planning Suite where the pre-populated data is stored in an unchangeable format.

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project based	Tenant based	Special Purpose Voucher		
							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:

There are two public housing developments managed and operated by the Pompano Beach Housing Authority, in partnership with Pinnacle Housing Group, containing a total 426 units.

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.

At the Golden Square and Golden Villas communities apartment complexes there are 302 one, two, three and four bedroom units available. They contain complete plumbing and kitchen facilities, along with central heat and air conditioning. The remaining 174 units are designated specifically for domestic farm laborers.

Public Housing Condition

Public Housing Development	Average Inspection Score
Golden Square	Does not receive average inspection scores or HUD monitorings. due to being 100% tax credit funded only.
Golden Villas	

Table 33 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

The city of Pompano Beach plans to build 10 new units on North West 10th street to help satisfy the public housing demand they will be operated by the Pompano Beach Housing Authority. These 10 new units will not be specifically designed for any special purpose vouchers. There are no other restoration and revitalization needs that have been identified by the PBHA at Golden Square or Golden Villas.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The Pompano Beach Housing Authority (PBHA) administers the Family Self-Sufficiency program to increase resident involvement and promote self-sufficiency and less dependence on public housing assistance. 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 and establish an escrow account. Section 8 rental assistance program recipients, who receive assistance through the PBHA, are eligible to participate in the FSS program. Families enter into a contract with the PBHA that specifies goals and services that each family must fulfill in order to obtain full benefits from the program. At the end of the five-year contract period, the goal is for each family to no longer need housing assistance. If a family completes the FSS program and still needs housing assistance, the family is still eligible to continue receiving Section 8 rental assistance under the voucher program.

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 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 (HUD pre-populated data)

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Housing Beds	Supportive
	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

Data Source: 2007-2011 CHAS

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use 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 health care through mental health treatment and counseling through the Substance Abuse and Mental Health (SAMH) program. 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. These programs are detailed below.

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.

The 2-1-1 Homeless Helpline is the gateway to homeless services in Broward County, the first step in finding shelter, support services, or programs that help an individual or family who are homeless or on the verge of being homeless. The 2-1-1 team is responsible for managing the waiting list for families in need of shelter and for prioritizing placements based on critical factors such as health, safety and ages of children. The team works closely with homeless shelters to track the availability of family beds and to quickly place families at highest risk into those beds. The team also maintains regular contact with families on the waiting list to assess whether their needs or situations have changed.

The 2-1-1 Homeless Helpline provides the following services to homeless individuals, families, and members of the community who are at risk of becoming homeless:

- Empathetic and non-judgmental listening and emotional support
- Assessment of needs and homeless situation

- Information and referral to support programs, such as feeding sites and showering facilities
- Screening and preliminary client intake for shelter placement
- Connect homeless individuals with Homeless Outreach Teams
- Prioritize critical needs and provide ongoing support and referrals to families on shelter waiting list
- Connect homeless families with shelter beds as they become available
- Provide specialized information and referrals to other services such as legal, intervention, financial assistance, basic needs and medical care

Through the leadership of Broward County, Family Success Centers were opened for streamlined intake and case management for persons experiencing homelessness or at-risk of homelessness. The Annie L. Weaver Health Center and Family Success Center is located at 2011 N.W. Third Avenue, Pompano Beach. It provides one-stop entry to comprehensive human services in partnership with community-based providers in Broward County, assisting individuals and families to achieve and maintain health, safety, and economic stability. Focus on assisting those at risk of losing their homes due to foreclosure or eviction, unable to pay for food and/or utilities, and/or in need of job training and employability skills and/or budgeting skills. Family Success Centers provide:

- Integrated intake assessment
- Crisis case management
- Self-sufficiency (community-based) case management
- Emergency assistance [rent/mortgage and utility assistance to eligible person(s)]
- Information and referrals

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 from extreme weather conditions. These facilities are on a first come, first served basis.

- Broward Outreach Centers (A division of Miami Rescue Mission): The Pompano Beach Campus was opened in 2002 and has 200 beds for residential programs and 20 emergency beds to serve men, women and children. The Center has a special program to engage the chronic homeless.
- The Broward Partnership at the Huizenga Campus in Ft. Lauderdale has 230 beds including a new 30 bed family dorm which opened in December 2014.
- Covenant House serves homeless youth in Ft. Lauderdale. Provides emergency shelter with 24-hour intake, food, clothing, health services, substance abuse treatment, parenting education, pregnancy prevention, counseling, school, street outreach and case management to runaway/homeless youth.
- The Salvation Army operates an open door shelter with 45 cots nightly for adult men and women experiencing homelessness in Ft. Lauderdale.
- Women In Distress provides a 132 bed, 24 hour emergency shelter, food, clothing and transportation, as well as supportive services; such as advocacy, counseling, children’s services, therapy and transitional assistance for domestic violence survivors.

Job Training and Placement Programs – Employment training and placement are provided through different programs to assist homeless persons in finding permanent and temporary paid employment.

- AARP – Senior Community Service Employment Program: Through a Department of Labor grant this program assists citizens 55 years of age or older who are within poverty level.

- **Aspire to Grow:** ATG provides tools and employment opportunities to ex-offenders that include job readiness resources, including job placement, civil/voters rights restoration, housing, life coaching and job readiness resources.
- **CareerSource Broward – Back to Work Program:** This program was launched to bolster business, create jobs and reinvigorate the economy. In order to participate in the program, job seekers must have a dependent child under the age of 18 living at home.
- **CareerSource Broward – Job Search/Placement:** One-on-one assistance or independent access to internet, computers, faxes and phones for job search activities available to all job seekers.
- **CareerSource Broward – Veterans Services:** The Local Veterans' Employment Representative assigned to each of the CareerSource Broward Centers provide employment and training assistance to eligible veteran personnel and/or qualified family members.
- **Center for Independent Living – Employment:** Provides assistance to persons with disabilities in locating and maintaining employment.
- **Florida Vocational Rehabilitation:** A federal-state program that works with people who have physical or mental disabilities to prepare for, gain or retain employment.
- **The FLITE Center:** Serves as a central resource for young people in Broward County's dependency system offering a single convenient point of access to the broad range of services and support they need to to become successful adults.
- **Goodwill Industries of South Florida:** Opportunity for individuals with disabilities and special needs to secure suitable employment; specialists available to assist.
- **Hispanic Unity – Center for Working Families:** The Center for Working Families (CWF) is a new approach to help low to moderate income families reach financial stability and move up the economic ladder.

- LifeNet4Families – Job Readiness Program: Program assists adults who are seeking employment or looking for a better job. Adults must be serious about seeking employment and make and keep all appointments. Services include skill building, resume writing and interview preparation.
- OIC of Broward – BOOSTER Program: Provides employability training, mentoring, support services, linkages and job placement to ex-offenders who have committed non-violent and non-sex related offenses and have been released from incarceration within last 180 days.
- Vet Center – Pompano Beach: Provides readjustment counseling (individual, family and group); advocacy, referrals for benefits, education, employment and substance abuse. The primary focus is on providing help to combat veterans without hassles.

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.

- Catholic Charities – Providence Place Transitional Housing: Participating families live in rental units in Broward County chosen by participants - and approved by the agency - based on access to work, schools, their support systems, etc.
- Pembroke Pines – Transitional Independent Living Program: Program serves 18 - 22 year olds aging out of the foster care system or relative care placements in Broward, Palm Beach and Dade Counties.
- Covenant House – Transitional Housing: Provides supportive housing for up to 24 months on-site and in scattered apartments in Broward County for homeless youth under the age of 21 years old.
- Keystone Halls – Transitional Housing: Transitional shelter and case management services for homeless individuals in recovery from substance abuse.

- Neu Ways Inc. – Transitional Housing: Transitional housing for men and women in recovery. Seven facilities available.
- Positive Images – Men’s Transitional Housing – Pompano Beach: A 20 bed facility that assists men who are in transition to become self-sufficient by providing transitional housing, assistance with health and wellness, education and job training.
- Positive Images – Women’s Transitional Housing – North Miami: An eight bed facility that assists women who are in transition to become self-sufficient by providing transitional housing, assistance with health and wellness, education and job training.
- Salvation Army – Moving On Transitional Housing Program: A transitional housing program for homeless adults designed to move individuals toward self-sufficiency.
- Salvation Army – Transitional Housing: Provides transitional lodging for up to 12 months for homeless individuals and families, with parents ages 21 years and over.
- Sanctuary House – Transitional Sober Living for Men: Offers a safe, caring and sober environment for gay and bi-sexual men willing to embrace sobriety and abstinence from drugs and alcohol. Provides housing, support services, assistance with legal issues in a gay friendly facility.
- SOS Children’s Village – Woodside Gardens: A Transitional Independent Living Housing Program for 18-23 year old youth aging out of the foster care system.

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.

Broward County’s Annual Plan to end homelessness, “A Way Home” (August 2013), inventoried the following permanent supportive housing resources: 621 Chronic units and 1,365 permanent supportive units.

Broward County has served as an award-winning lead agency to apply for implement and administer Continuum of Care program and other federal funds serving the homeless since the late 1990s. HOPE South Florida (HSF) provides lead case management and assisting with screening as part of an agency collaborative for the HUD Homeless Prevention & Rapid re-housing Program (HPRP) funded initially in 2009 through Broward County, City of Fort Lauderdale and City of Pompano Beach. Over 200 families were housed and served annually through HPRP and out of 81 households able to be contacted 12 months after assistance ended, 91% reported they were still stably housed. Other projects in which HSF has led include a Community Development Block Grant through City of Fort Lauderdale for homeless housing and services expansion and faith community coordination and a HOME grant through City of Hollywood for tenant- based rental assistance in support of housing stabilization. In 2012 HSF was awarded \$70,000 by Broward County through the HUD Emergency Solutions Grant (ESG) and \$30,996 in 2013 to rapidly re-house homeless families. In 2012 HOPE South Florida was also awarded a \$1 million grant over three years by the VA to provide “transitioning-in-place” rapid re-housing for 75 homeless veteran households. HSF currently operates the HOPE4Families Program for rapid re-housing of 40 families funded through the CoC.

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 provide sufficient assistance to special need 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 directly through a series of our non-profit and governmental partner organizations in the City and throughout Broward County. These services 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. From time to time a number of these services are funded through our CDBG Public Services grant agreements.

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 these services are coordinated by the Broward Partnership For The Homeless, Inc. The Broward Partnership has a large number of local non-profit partners.

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 Broward County government and non-profit community at large provides supportive services at many facilities including: 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.

Two central facilities where many supportive services for this population group is provided are the Huizenga Campus in Ft. Lauderdale and the Broward Outreach Center in Pompano Beach. Additionally, the City sometimes funds these services through our CDBG Public Service Grant process.

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. 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 for 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 of 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 backbone 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 workers less %
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 workers less %
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 Source: 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 Source: 2007-2011 ACS

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 Source: 2007-2011 ACS

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 Source: 2007-2011 ACS

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 Source: 2007-2011 ACS

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 Source: 2007-2011 ACS

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 Source: 2007-2011 ACS

Based on the Business Activity Table above, what are the major employment sectors within your jurisdiction?

According to the HUD pre-populated data provided in Table 35 Business Activity, Pompano Beach's top five business sectors (by number of workers) 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 counselors. 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 (Table 36), 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 safe 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 job 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 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 40, persons 45-64 years old that graduated high school, received a GED or alternative educational attainment level make up the largest 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 a total of 26,658 persons.

According to the Occupations by Sector, Table 37, 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 roughly 36,000 positions currently 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 49,981 job possibilities (Table 36.)

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)?

Pompano Beach does not directly participate in the Comprehensive Economic development strategy prepared by Broward County's Office of Economic and Small Business Development.

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.

The Pompano Beach Office of Housing and Urban Improvement works hand in hand with the Pompano Beach Community Redevelopment Agency (CRA) in their aggressive programs for community revitalization. These efforts are especially active where the CDBG target areas overlap with the CRA tax increment districts.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

The neighborhoods impacted most by housing problems include: Northwest Pompano, Old Collier, Liberty Park, Canal Point, Sanders Park, Pine Tree Park, Blanche Ely, Avondale, John Knox Village and South Dixie. 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.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

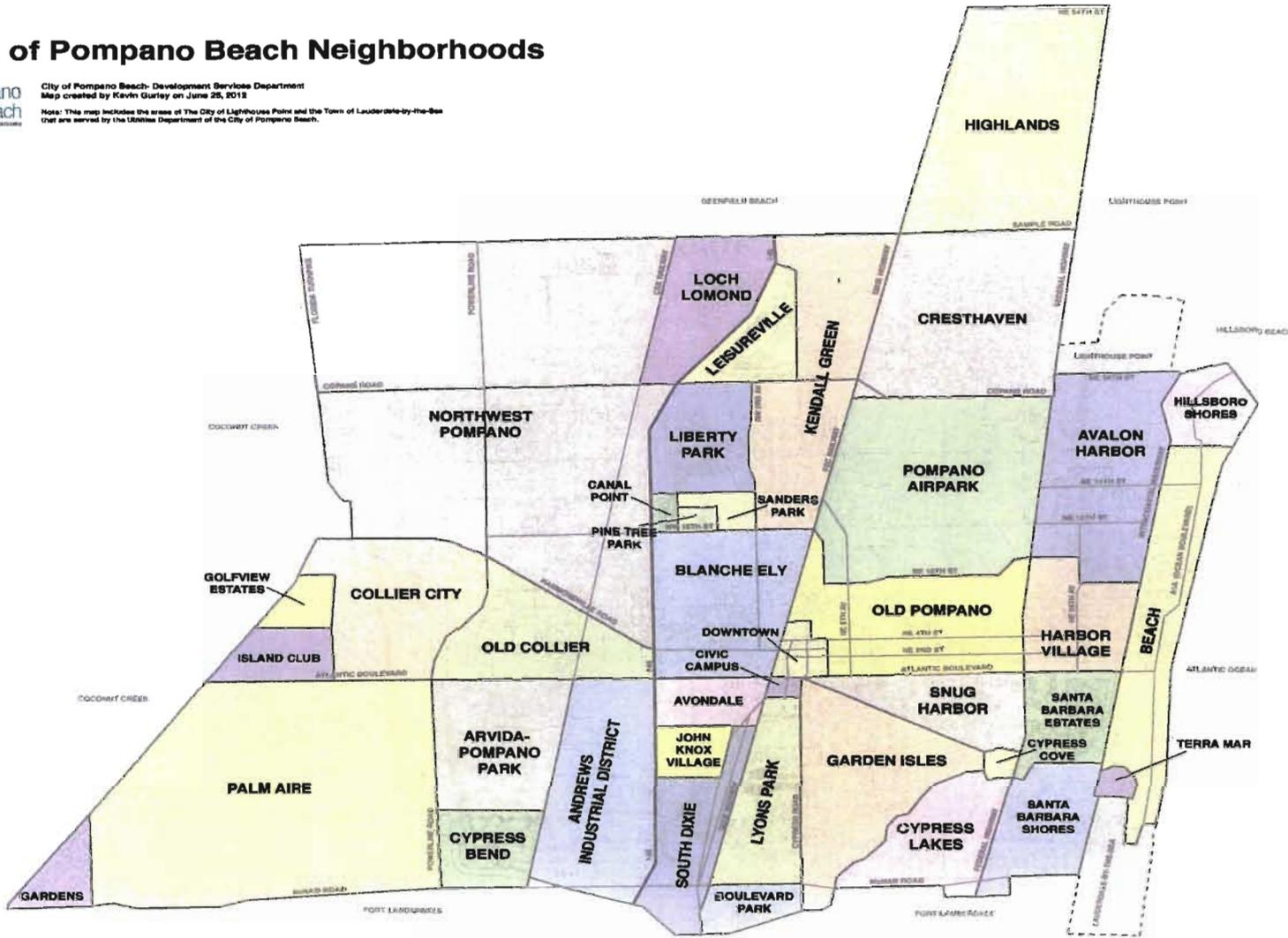
The area median household income in the City of Pompano Beach, according to the 2009-2013 American Community Survey five-year estimates, was \$40,221. Households with an income of less than 50 percent of the area median income are defined as low-income households. In the City, households with a household 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. Areas or neighbors of the city which have high concentrations of minorities with low to moderate income include Northwest Pompano, Old Collier, Liberty Park, Canal Point, Sanders Park, Pine Tree Park, Blanche Ely, Avondale, John Knox Village and South Dixie.

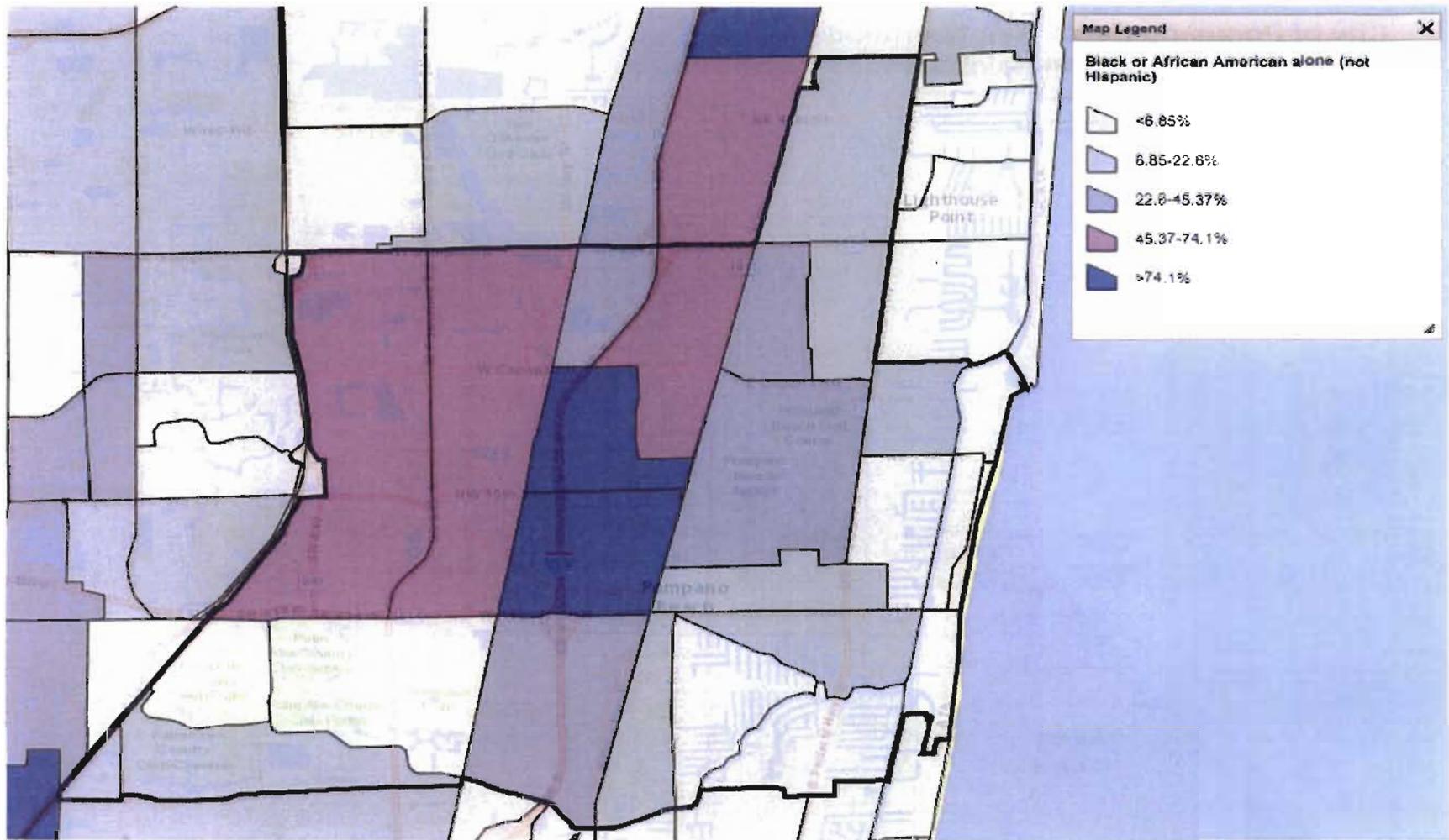
Please refer to the four maps below which depict the following: City Neighborhoods; Black/African American Concentrations; Hispanic Concentrations; and Median Household Income.

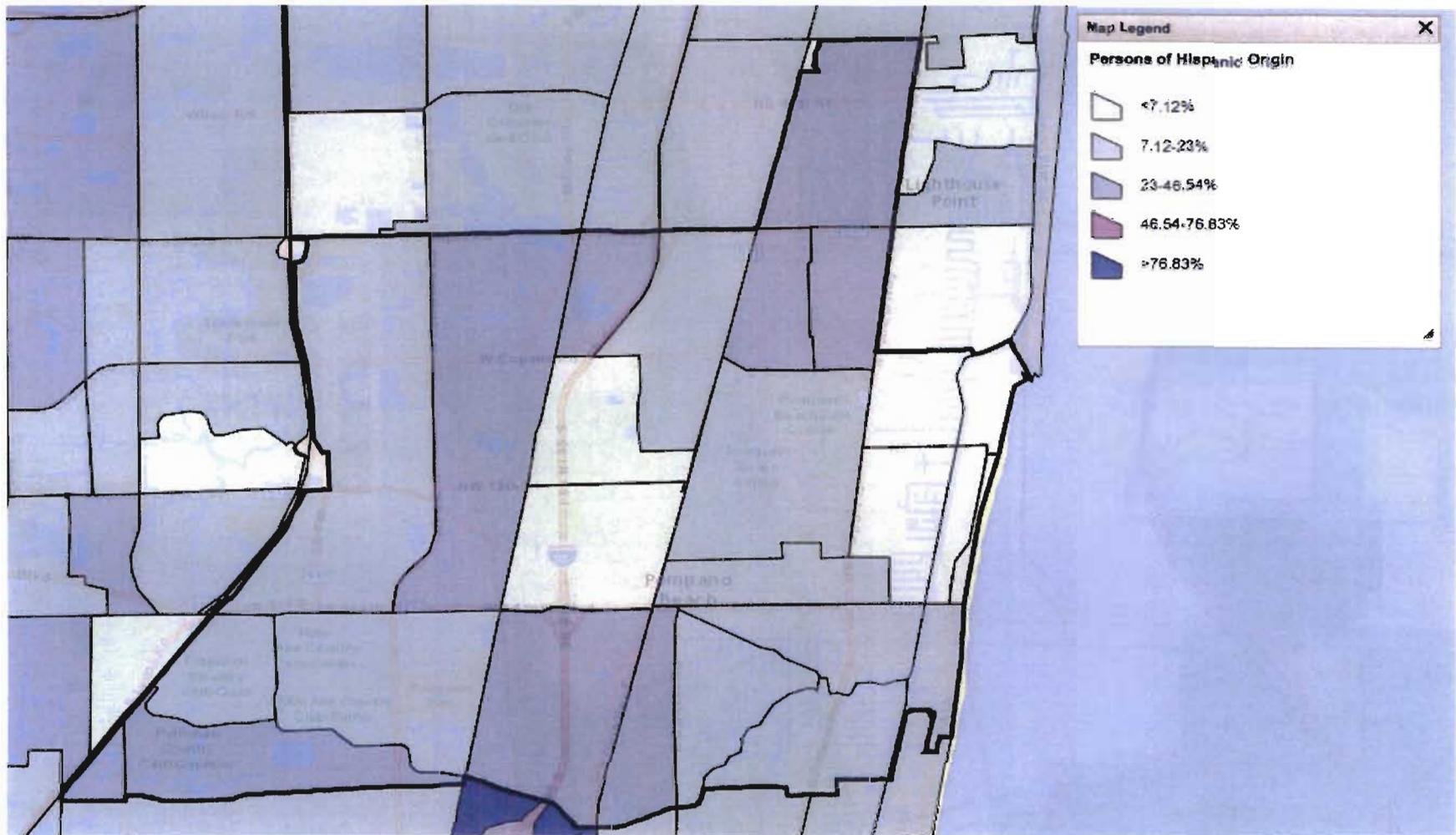
City of Pompano Beach Neighborhoods

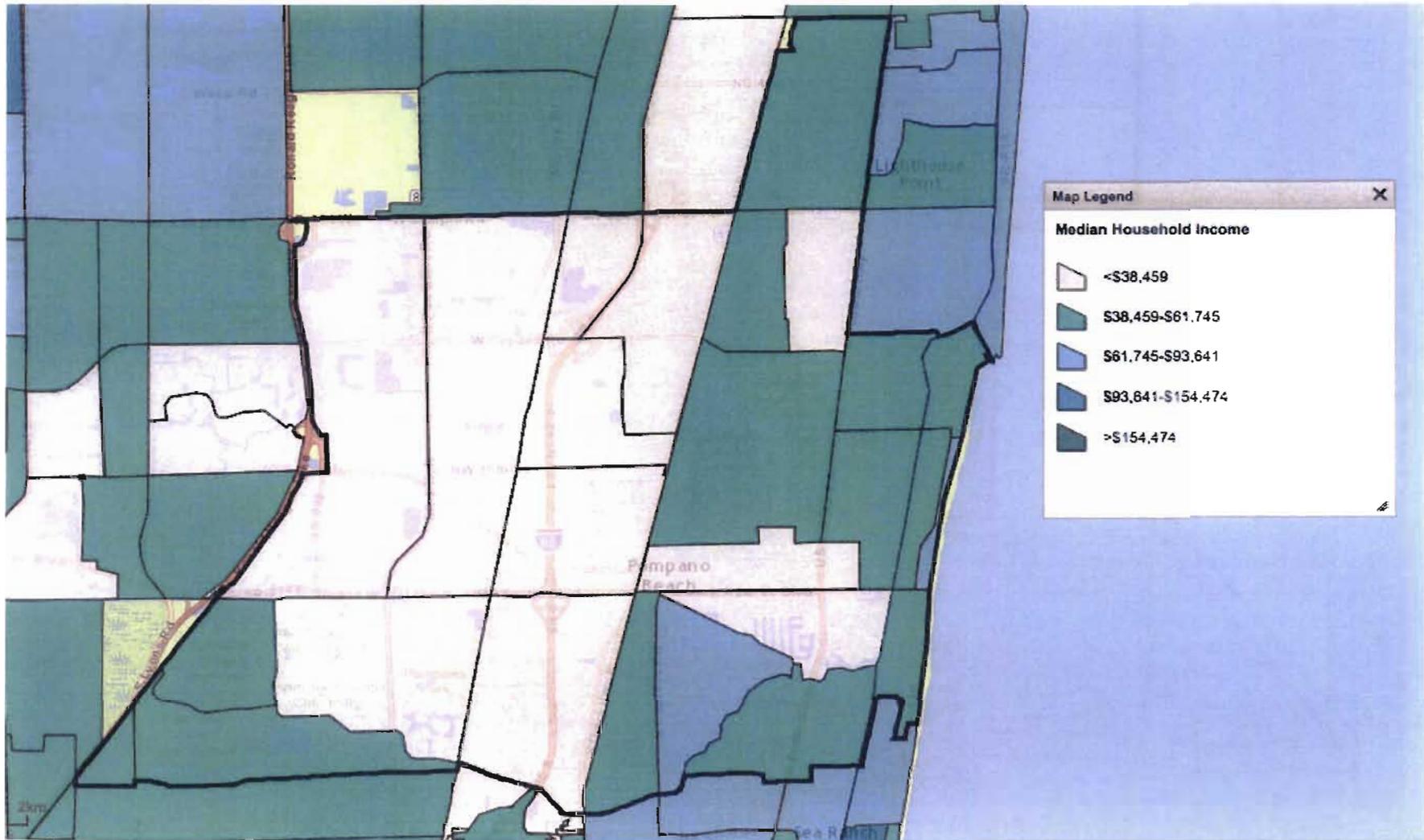


City of Pompano Beach- Development Services Department
 Map created by Kevin Gurtley on June 25, 2013
 Note: This map includes the areas of The City of Lighthouse Point and the Town of Lauderdale-by-the-Sea that are served by the Utilities Department of the City of Pompano Beach.









What are the characteristics of the market in these areas/neighborhoods?

The average home value of single-family homes in Pompano Beach was \$193,300 in 2014. Areas that contain low-income families, housing units with one or more housing problems, etc. typically exhibit median home values that are below \$100,000. Areas with severe concentrations of housing problems exhibit median homes values below \$75,000, as illustrated on the previous map. Additionally, these areas have other problems that need to be addressed, such as aging or non-existent infrastructure (roads, water/sewer, drainage), and aging or lack of public facilities (community centers, parks).

Are there any community assets in these areas/neighborhoods?

The City of Pompano Beach through its Parks and Recreation Development operates and maintains parks, playgrounds, senior centers, and recreational centers throughout the City. Many of these facilities are located in low- and moderate-income areas or are regional parks, which can be utilized by all residents.

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 address 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 Strategic Plan Overview

The City of Pompano Beach has taken into consideration various factors, both internal and external, that affect community and economic development outcomes within the jurisdiction. Programs, policies, and services were evaluated to determine the effectiveness of delivery of services to its residents. The City acknowledges that flexible approaches toward realizing targeted goals is needed, along with the ability to rebound and adapt to changing external factors which otherwise may impede efforts to accomplish Strategic Plan objectives.

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. The goals set forth in Pompano Beach FY 2015-2020 Strategic Plan are in line with the U.S. Department of Housing and Urban Development's (HUD) directives to provide decent affordable housing, create suitable living environments, and expand economic opportunities.

The priorities outlined in the Plan represent the goals, resources and programs designed to address the County's social, economic, and housing needs over the next five years. Leveraging and strategic partnerships, both public and private, are crucial and will enable the City to assist with the Jurisdiction's most critical needs, such as affordable housing, infrastructure needs, homeless prevention, economic development, and public service activities, among others. 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. Through the planning and execution of sustainable solutions to community and economic development needs, the City will be able to achieve those goals targeted principally at low- and moderate income residents.

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)

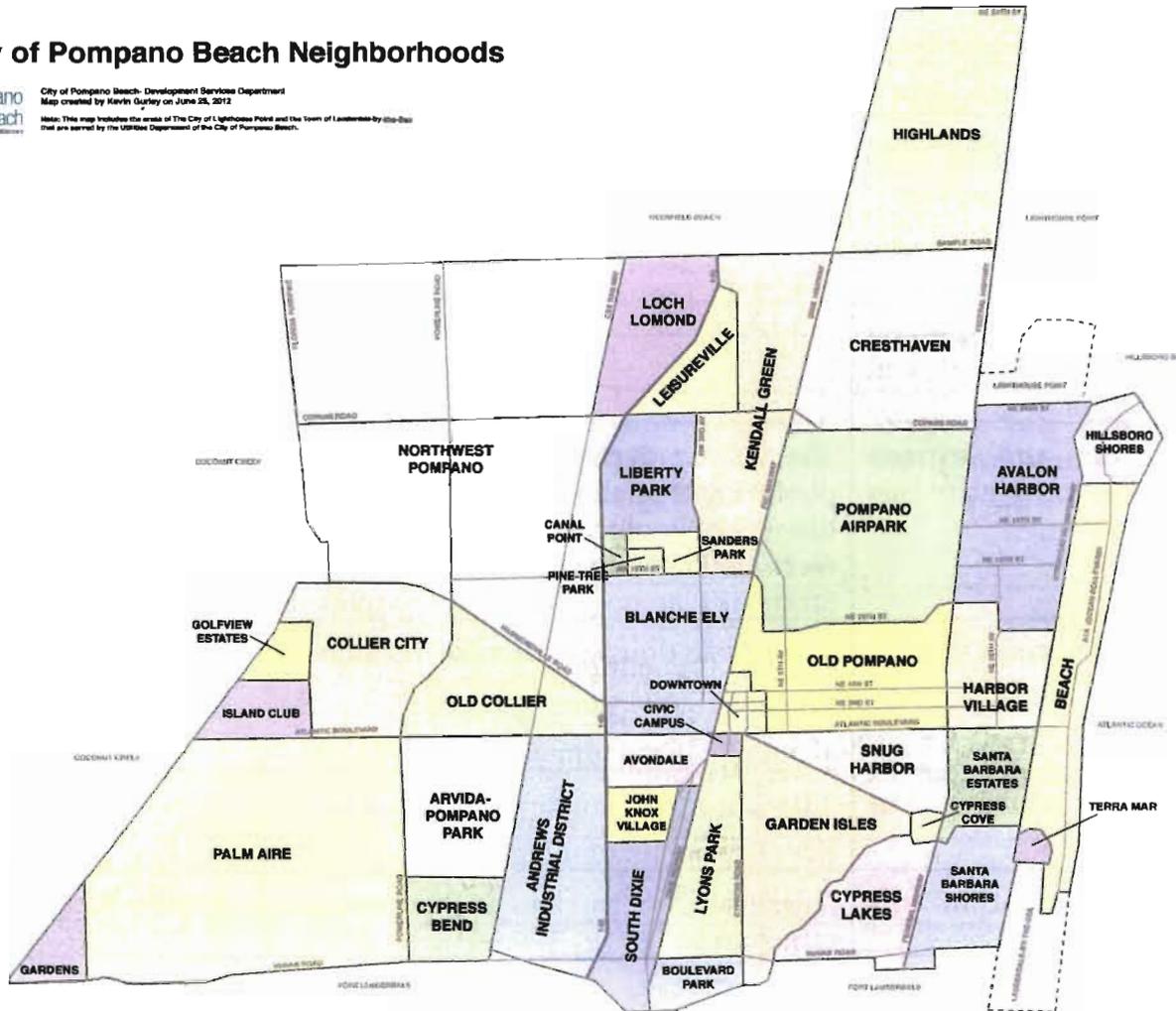
Geographic Area

Table 42 - Geographic Priority Areas

City of Pompano Beach Neighborhoods



City of Pompano Beach- Development Services Department
 Map created by Kevin Gurtley on June 25, 2012
 Note: This map includes the areas of The City of Lighthouse Point and the Town of Lauderdale-by-the-Sea that are served by the Utilities Department of the City of Pompano Beach.



1	Area Name:	City of Pompano Beach
	Area Type:	CDFI area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	34
	Revital Type:	Comprehensive
	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 Emergency Repair Program CDGB Administration HOME Administration
	Description	Housing Rehabilitation activities for qualifying low- and moderate-income owner-occupied households.
	Basis for Relative Priority	The need for Housing Rehabilitation is a continuing 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	First Time Homebuyer Program CDBG Administration HOME Administration
	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 Moderate
	Geographic Areas Affected	Citywide

	Associated Goals	Skills and Academic Center Hand Up Program Reveal and Awaken Programs Senior Citizen Program Youth Program Business and Schools Work Together Russell Reading Room Indigent Medical Services Emergency Shelter After School and Summer Music Programs Summer Camp-Gang Prevention Providing food and fresh produce for families with food insecurity
	Description	Public service 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 Revolving Loan Program CDBG Administration	
	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 Moderate	Low
	Geographic Areas Affected	Citywide	
	Associated Goals	Facility Structural Repairs Community Revitalization CDBG Administration HOME Administration	
	Description	Infrastructure Improvement activities including water/sewer line improvements, installation of street lighting, street paving, sidewalk improvements, and other eligible Infrastructure Improvement 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 Moderate	Low
Geographic Areas Affected	Citywide	
Associated Goals	CDBG Administration HOME Administration	
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. The City Commission of Pompano Beach then approved the FY2015-2016 Proposed Annual Action Plan funding for CDBG and HOME program allocation based on these priority needs. All priority needs identified in this section of the Strategic Plan are 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

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
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
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

Grant resources totaling \$4,774,092 from CPD Programs are expected to be available during the next five (5) years (October 1, 2015-September 30, 2020) as described in this, the City’s Five Year Consolidated Plan (FY 2015-2020). These funds will be used to address priority needs, specific goals and objectives. The grant resources will address obstacles that meet underserved needs, achieve decent housing, expand economic development opportunities for low and moderate income persons, develop institutional structures and enhance coordination between public and private housing and social service agencies. The annual allocations (FY 2015-2016) for CDBG and HOME were provided by HUD as FY 2015 CPD Formula Funds. Program Income and Prior Year Resources will not be utilized and/or are not available from prior CPD funding allocations.

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 and Admin 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 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 will strategically leverage additional resources for the goals and objectives identified in this Plan through strong partnerships and additional granting agencies. These funds will be used to undertake community development activities related to providing assistance to the homeless, disabled and underserved populations and those having special needs. Funds will also be used for housing purposed and for undertaking economic development and infrastructure. Both the HOME and CDBG programs have matching funds requirements to be provided by the recipient. For the HOME Program, the match will be provided from the State Housing Initiative Program (SHIP) in the amount of 25% of the annual allocation.

The City of Pompano Beach also has an effective partnership with the Community Redevelopment Agency (CRA) in Pompano Beach that is extremely successful in obtaining various funding streams for community development initiatives. There are also many public and private granting agencies that have funding opportunities to address community development activities. In some instances CDBG and HOME funding can be used as Federal Match to apply for these opportunities. 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. The City will also work with developers of property located within the jurisdiction and locate services in underserved areas in the most need of services. Land may be sold or donated to entities (non-profits and community agencies) for public or community interest purposes upon receipt of an application by the City Commissioners for the conveyance or lease of such property. If the Commission is satisfied with the proposed use of the property and the land is not needed for city purpose, it can be conveyed or leased to the applying entity for such price (nominal or otherwise) that the Commission may fix, regardless of the actual value of the property. Where there is more than one bidder for the property, the Commission is authorized to sell, lease and convey any property belonging to the city to the highest and best bidder for the particular use deemed to be the highest and best.

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	Government	Grantee	City Wide
The Broward Partnership	Non-profit Organization	Homelessness Public Services	County Wide
Broward County Housing Authority	CHDO	Public Services	County Wide
Housing Authority of Pompano Beach	PHA	Ownership/Rental Homelessness Public Service	City Wide
City of Pompano Beach Community Redevelopment Agency	Non-profit Organization	Economic Development Ownership/Rental Neighborhood Improvements Public Facilities	Zoned within City
Broward Outreach Center-Pompano Beach	Community/faith-based Organization	Homelessness Public Services	County Wide
Broward County Health Department	Public Institution	Non-Homeless Special Needs Public Services	County Wide
Broward County Homeless Initiative Partnership	Government	Homelessness Public Services	County Wide
Goodwill South Florida	Community/Faith-Based Organization	Homelessness Public Service Non-Homeless Special Needs	County Wide

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Habitat for Humanity of Broward	Non-profit Organization	Ownership/Rental Neighborhood Improvements Homelessness Public Services	County Wide
Our Father's House Soup Kitchen	Community/Faith-Based Organization	Homelessness Public Services	County Wide
Broward Partnership for the Homeless, Inc.	Public Institution	Homelessness Public Services	County Wide
Coalition to End Homelessness		Homelessness Public Services	County Wide
Legal Aid Services of Broward	Non-profit Organization	Public Services	County Wide
Episcopal Mental Health Ministries- Daytime Homeless Shelter	Community/Faith-Based Organization	Homelessness Public Service	City Wide
Spectrum-Adult Transitional Living Program (Homeless)	Non-Profit Organization	Homelessness Public Service Non-Homeless Special Needs	City Wide
St. Joseph Haitian Rescue Mission	Community/Faith-Based Organization	Homelessness Public Service	City Wide
St. Laurence Chapel	Community/Faith-Based Organization	Homelessness Public Service	City Wide
Aspire to Grow	Non-Profit Organizations	Homelessness Public Services Non-Homeless Special Needs Economic Development	County Wide
Career Source- Broward	Non-Profit Organization	Homelessness Public Services Non-Homeless Special Needs Economic Development	County Wide

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Catholic Charities	Community/Faith-Based Organization	Homelessness Public Services Neighborhood Improvement	County Wide

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 service providers to implement housing, public services, economic development services, homeless services and other community development activities such as capital improvements, infrastructure, and public facilities. The OHUI maintains operation agreements/contracts with each non-profit service provider and continues to evaluate the operation of each of its community development programs to ensure all operations are within regulatory requirements, to maximize the number of beneficiaries, and to ensure access to these programs by eligible persons.

While the City does have a strong institutional delivery system, gaps and weaknesses do exist. Although the City strongly encourages coordination and communication between the community development players, many agencies still tend to be self-contained. Oftentimes this means a lack of communication and awareness of other agencies and the existent services

within the City and County at large. Another gap in the delivery system is that most of the service providers and initiatives are at the County level, decreasing the focus and awareness on Pompano Beach specifically. This lack of focus hinders the city's ability to further leverage resources and assets that could produce more services for the residents of Pompano Beach.

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	X	X	X
Legal Assistance	X		
Mortgage Assistance			
Rental Assistance	X	X	
Utilities Assistance			
Street Outreach Services			
Law Enforcement	X		
Mobile Clinics			
Other Street Outreach Services	X		
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	X
Education	X		
Employment and Employment Training	X	X	
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X		
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, with its community partners, utilizes many avenues to provide outreach, education and supportive services to special needs populations, including homeless persons. The city independently however, 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	<p>Homeowner Housing Rehabilitation</p> <ul style="list-style-type: none"> • Homeowner units constructed • Homeowner units rehabilitated • Exterior home improvements • Emergency repairs 	2015	2020	Affordable Housing	Citywide	Housing Rehabilitation	CDBG: \$465,590	# of housing units with improvements and rehabilitation throughout the city on older and sub-standard housing units.
2	<p>Public Services</p> <ul style="list-style-type: none"> • Child care services • After school child care services • Youth services • Health services • Abused and neglected children services • Youths aging out of foster care • Housing counseling • Food distribution programs 	2015	2020	Public Services	Citywide	Public Services	CDBG: \$136,290	# of public service activities other than Low/Moderate Income Housing

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Economic Development <ul style="list-style-type: none"> • Job creation • Business creation • Business Retention 	2015	2020	Non-Housing Community Development	Citywide	Economic Development	CDBG: \$100,000	# of persons utilizing the Economic Development Revolving Loan Program and adequate funding reallocated in subsequent fiscal years.
4	Purchase Assistance <ul style="list-style-type: none"> • First Time Homebuyer 	2015	2020	Affordable Housing	Citywide	Purchase Assistance	HOME: \$213,693	# of low-mod persons assisted
5	CHDO Activities <ul style="list-style-type: none"> • Resale/Rental Acquisition • New Construction • Housing Rehabilitation 	2015	2020	Affordable Housing	Citywide	Acquisition Housing Rehabilitation Purchase Assistance	HOME: \$42,738	# of low-mod persons assisted # of low-mod households assisted
6	Administration <ul style="list-style-type: none"> • Staff Time • Technical Assistance 	2015	2016	Administration	INTERNAL	Not applicable	CDBG: \$181,720 HOME: \$28,492	Not applicable

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 service 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.
4	Goal Name	Purchase Assistance
	Goal Description	The City anticipates allocating \$213,693, during the 2015-2026 fiscal year and each fiscal year after depending on funding available, to purchase assistance activities including down payment assistance, to eligible first time homebuyers through the City of Pompano Beach's internal First Time Homebuyer Program.
5	Goal Name	CHDO Activities
	Goal Description	The City anticipates allocating \$42,738, during the 2015-2015 fiscal year and each fiscal year after depending on funding available, to CHDO activities including acquisition for resale/rental, housing rehabilitation, new construction for resale/rental, or purchase assistance through eligible City-approved CHDOs.
6	Goal Name	Administration
	Goal Description	The City anticipates allocating \$181,720 (20 percent maximum allowable) in CDBG funding and \$28,492 (maximum allowable) in HOME funding, during the 2015-2016 fiscal year, towards internal administrative activities including staff time, technical assistance and other eligible activities.

Table 49 – Goals Descriptions

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)

Pompano Beach Housing Authority (PBHA): Provides the Pompano Beach community with quality housing that is affordable, decent and safe. Oversees public housing units and Section 8 tenant-based assistance units. The City and the PBHA operate independently.

Activities to Increase Resident Involvements

The Housing Authority of Pompano Beach is currently implementing 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 and 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 with part of the development of the AI, the City of Pompano Beach determined recommendations for actions that can be implemented in the 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)

The City of Pompano Beach will continue to work with Broward County's non-profit service organizations to provide shelter and transitional housing to the County's homeless, including those who live in the City. The City will continue to work in conjunction with the County and homeless service providers, and facilitate a coordinated strategy for providing additional shelter and housing opportunities for families and individuals in need of assistance.

The City of Pompano Beach is presently served by the Broward County Continuum of Care (CoC) Homeless Program and will continue to work with the County to strengthen the CoC and support and facilitate that program as necessary. The program is a countywide public/private partnership that pulls together social services, job training, and affordable housing to address the gaps in services and housing for the sheltered and unsheltered chronically homeless to bring them and the low income out from homelessness and dependency to self-sufficiency. The City of Pompano Beach will continue to collaborate with the Housing Authority to maximize the use of Section 8 and public housing programs for the population at risk of homelessness.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

Broward County's comprehensive and collaborative strategy to address homelessness features robust outreach. Due to community demand, street outreach has taken on both screening and engagement services. The Broward Outreach Center and the 2-1-1 Homeless Helpline are the main providers of outreach services in Pompano Beach.

The Broward Outreach Center, operated by Miami Rescue Mission, is a state-of-the-art, 200-bed, homeless assistance center located in Pompano Beach. It is in its second year of serving homeless men, women and families. The program is designed to be an eight-week, full-service homeless shelter, with an average stay of sixty days.

The 2-1-1 Homeless Helpline is the gateway to homeless services in Broward County, the first step in finding shelter, support services, or programs that help an individual or family who are homeless or on the verge of being homeless. The 2-1-1 team is responsible for managing the waiting list for families in need of shelter and for prioritizing placements based on critical factors such as health, safety and ages of children. The team works closely with homeless shelters to track the availability of family beds and to quickly place families at highest risk into those beds. The team also maintains regular contact with families on the waiting list to assess whether their needs or situations have changed.

Addressing the emergency and transitional housing needs of homeless persons.

While new resources have come on-line to address emergency and transitional housing needs, Broward County has committed to a rapid-re-housing/housing first approach to homelessness. This strategy includes re-tooling assessments done at shelters to focus on housing barriers.

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 development of more permanent housing, with or without subsidies, is a key factor in ending homelessness - affordable housing must be our major focus. Ideally, all people would have access to affordable housing and permanent housing vouchers, furthering the cause of ending homelessness. It is especially important to target affordable housing resources to households experiencing homelessness, particularly the most vulnerable ones. In addition to the importance of long-term housing subsidies and development of affordable housing, a great deal has been learned about the effectiveness of short to

medium term subsidies paired with private housing units. This approach examines reallocating funding from a variety of sources including TANF, ESG, CoC and child welfare funding towards rental subsidies.

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 homeless assistance system needs good relationships with health care providers, the corrections system, foster care and other institutions that interact with low income and homeless individuals and families. The new HEARTH Act regulations and current budget environment make collaboration more important than ever. Additionally, the Affordable Care Act, an engaged Sheriff's Office and the money being invested in ending veteran's homelessness support the case for establishing these relationships. Effective collaboration requires selling agencies on why they should work closely with the homeless assistance system; inviting stakeholders in other agencies to engage with homeless providers through joint planning and CoC meetings; and using data to identify people that access multiple systems to be targeted for assistance. Strategies include: expediting benefits enrollment and data analysis of consumers that are high utilizers of hospitals and jails.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

There are several actions the City of Pompano Beach Office of Housing and Urban Improvement (OHUI) can take to address LBP hazards and increase access to affordable housing should findings show a need, including, but not limited to:

- Estimate the number of the housing units that contain LBP hazards, as defined in section 1004 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, and are occupied by extremely low-income, low-income and moderate-income families.
- Encourage the avoidance of purchasing new affordable housing units that are pre-1978 under programs such as the Neighborhood Stabilization Program (NSP).
- Explore other funding source potential to leverage the LBP allocation within CPD funding to execute LBP hazards removal projects.

The City 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 (LBP) inspection and risk assessment
- Notice to occupants of results
- Visual assessment
- Paint Stabilization
- Provisions of LBP Pamphlet
- Abatement of LBP
- Interim Controls
- Safe work practices in rehabilitation

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. The City

will continue to review alternatives to maximize use of HUD funds; including seeking other public funding sources, private investment and increasing the efficiency of program operations. The city will continue to work with areas partners in the field of community development to identify ways in which greater sharing and coordination of information can take place among agencies and citizens.

How are the actions listed above related to the extent of lead poisoning and hazards?

The Broward County Health Department currently tracks incidents of elevated blood lead levels for Broward County citizens. Elevated blood lead is determined through blood testing in medical screenings and is defined as a threshold of 10 parts lead/million. According to Broward County Health Department staff, incidences of elevated blood lead levels in the area are most likely due to recent migrations of affected populations from the northeastern states. In general, according to the Health Department staff, the incidence of high lead concentrations drops sharply west of State Road 7. Through its CDBG Housing Rehabilitation Program, the City has contracted with a lead based paint housing inspector. The inspector tests all CDBG funded Housing Rehab projects in homes constructed before 1978 in the City. No houses being funded from CDBG allocations have contained LBP after being inspected. However, the city is prepared to deal with this chance should it become necessary.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City of Pompano Beach's anti-poverty goals and programs are aimed to foster economic growth and job creation for the City's residents, with a focus on very low-income households. These empowerment programs will include educational opportunities for low-income households and match employment openings with the local workforce

The projected outcomes of these strategies will be:

- Create new jobs targeted at the currently unemployed, by providing small business training and development programs, and construction training.
- Award college scholarships to high performing low-income high school seniors through the Blanche Ely Scholarship Program.
- Assist small business development through commercial rehabilitation, micro-loans, technical assistance and business training.

The City works to provide information and referrals to the many service providers and organizations in Broward County. The affordable housing, public services and economic development goals and objectives identified in this strategic plan 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; all of which are measures of reducing poverty and creating empowerment for the residents of Pompano Beach.

SP-80 Monitoring – 91.230

Regulations for the Consolidated Plan, which can be found at Title 24, Part 91, Section 230 of the Federal Code of Regulations, require communities to have a Monitoring Plan as a part of its Consolidated Plan. The Monitoring Plan contains information on standards and procedures the City will utilize in order to monitor the activities, goals and objectives outlined in the Consolidated Plan and Annual Action Plan. The Monitoring Plan also details the standards and procedures that will be used to ensure long-term compliance with all of the Federal housing and community development programs.

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

The City of Pompano Beach's Office of Housing and Urban Improvement will conduct one or more site visits per year to ensure that sub-recipients are complying with the terms and conditions of the agreement between the sub-recipient and the City. These site visits will continue for the duration of the agreement. Some of the items that will be monitored include: Compliance within the timeframe of the agreement, rate of expenditures, continued eligibility of the activities under the agreement, adequate documentation of client eligibility and service delivery, and compliance with standard CDBG regulations. Local governments are required to maintain records documenting compliance with CDBG regulations including; fair housing, equal opportunity and civil rights requirements. Records must be maintained for six years after the grant period ends, and are periodically monitored by HUD.

- Site visits will be performed periodically when construction is involved to monitor Labor standards requirements. David Bacon interviews will be performed, payrolls will be reviewed on a weekly basis, and follow up will be provided when wage restitutions are required.
- If the activity involved acquisition, relocation or displacement, monitoring will be performed to ensure compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
- To ensure further due diligence, sub-recipients will be required to have audits performed pursuant to OMB Circular A-133 and submitted to the City on an annual basis. Sub-recipients will be required to submit monthly or quarterly reports, as well as annual reports for the duration of the contract period.
- A review of the timeliness of expenditures will occur monthly through the IDIS reporting system.
- Per CFR Part 58, all CDBG projects will undergo an environmental review prior to an agreement being executed. City-wide CDBG projects with unspecified sites will be reviews when they are identified according to the site review strategy.
- Following a grant award to a local government, HUD is required to review recipient performance relating to civil rights requirements, including:
 - 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.
- 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
- Compliance within the timeframe of the agreement, rate of expenditures, continued eligibility of the activities under the agreement, adequate documentation of client eligibility and service delivery, and compliance with standard CDBG regulations.
- Inspections will be performed as necessary to ensure completion of work before disbursement of HOME funds.
- Depending on the number of units in a project, inspections will be conducted to ensure compliance with Housing Quality Standards.
- If the activity involved acquisition, relocation or displacement, monitoring will be performed to ensure compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

Pompano Beach 2015-2016 Annual Action Plan

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

During the 2015-2016 fiscal year, the City of Pompano Beach will receive \$908,600 in CDBG program funding. The City anticipates allocating \$465,590 towards Homeowner Occupied Rehabilitation through the Office of Housing and Urban Improvement's (OHUI) internally administered Housing Rehabilitation, Emergency Repair, and Exterior Home Improvement programs. The City anticipates allocating \$136,290 (the 15 percent maximum allowable amount) towards Public Services including mental health counseling, health care services, and other supportive services to eligible beneficiaries, through approved non-profit organization partners. The City anticipates allocating \$100,000 towards the OHUI's internally administered Economic Development Revolving Loan Program to assist eligible local businesses with activities such as job creation, business creation and business retention. The remaining \$181,720 CDBG annual allocation will be used toward Administration activities for staff time, technical assistance, and other eligible internal activities needed to successfully administer the CDBG program.

During the 2015-2016 fiscal year, the City of Pompano Beach will receive \$284,923 in HOME program funding. The City anticipates allocating \$213,693 towards the City's internal First Time Homebuyer Program, which provides direct purchase assistance to eligible first-time homebuyers. The City anticipates allocating \$42,738 (the required 15 percent of the total allocation) towards eligible HOME program activities administered by a City approved Community Housing Development Organization (CHDO). Eligible HOME activities include acquisition for rehabilitation/resale/rental, new construction for resale/rent, and purchase assistance. The remaining \$28,492 HOME allocation will be used toward Administration activities

for staff time, technical assistance, and other eligible internal activities needed to successfully administer the HOME program.

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

Table 50 - 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: \$465,590	# of households assisted
2	Public Services	2015	2020	Public Services	CITY OF POMPANO BEACH	Public Services	CDBG: \$136,290	# of low-mod persons assisted
3	Economic Development	2015	2020	Non-Housing Community Development	CITY OF POMPANO BEACH	Economic Development	CDBG: \$100,000	# of low-mod businesses assisted
4	Purchase Assistance	2015	2020	Affordable Housing	CITY OF POMPANO BEACH	Purchase Assistance	HOME: \$213,693	# of low-mod persons assisted
5	CHDO Activities	2015	2020	Affordable Housing	CITY OF POMPANO BEACH	Acquisition for Rehab/Resale/Rental Housing Rehabilitation Purchase Assistance	HOME: \$42,738	# of low-mod persons assisted # of low-mod households assisted
6	Administration	2015	2016	Administration	INTERNAL	Not applicable	CDBG: \$181,720 HOME: \$28,492	Not applicable

Table 51 - 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 service 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.
4	Goal Name	Purchase Assistance
	Goal Description	The City anticipates allocating \$213,693, during the 2015-2026 fiscal year and each fiscal year after depending on funding available, to purchase assistance activities including down payment assistance, to eligible first time homebuyers through the City of Pompano Beach's internal First Time Homebuyer Program.
5	Goal Name	CHDO Activities
	Goal Description	The City anticipates allocating \$42,738, during the 2015-2015 fiscal year and each fiscal year after depending on funding available, to CHDO activities including acquisition for resale/rental, housing rehabilitation, new construction for resale/rental, or purchase assistance through eligible City-approved CHDOs.
6	Goal Name	Administration
	Goal Description	The City anticipates allocating \$181,720 (20 percent maximum allowable) in CDBG funding and \$28,492 (maximum allowable) in HOME funding, during the 2015-2016 fiscal year, towards internal administrative activities including staff time, technical assistance and other eligible activities.

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, with the exception of Public Services grants. Instead, the City of Pompano Beach Office of Housing and Urban Improvement (OHUI), 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 funding 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. On May 14, 2015 the CDBG Citizen’s Advisory Board approved Public Services grants for eligible activities to be implemented by local non-profit organizations as follows:

Second Chance Society, Inc.	\$7,000
Light of the World	\$10,000
Taylor’s Closet Foundation, Inc.	\$10,000
Women in Distress Broward County	\$12,500
Learning for Success, Inc.	\$6,000
Russell Life Skills & Reading	\$13,500
Broward Sheriff’s Office	\$12,500

New Horizon CDC, Inc.	\$12,500
Feeding South Florida, Inc.	\$5,000
COPB Parks Department – Seniors	\$20,000
Motivated Unified Sound Impacting Communities, Inc.	\$5,000
COPB Parks Department – Youth	\$22,290
TOTAL:	\$136,290
Table 52 - Projects	

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 CDBG and HOME goals, objectives and projects described in this Annual Action Plan will be allocated citywide based on level of need and income levels of beneficiaries selected to receive eligible services. Any funds being allocated to projects and activities in the NW Redevelopment Area will be determined on an as-needed basis dependent upon the type of project and level of need.

Geographic Distribution

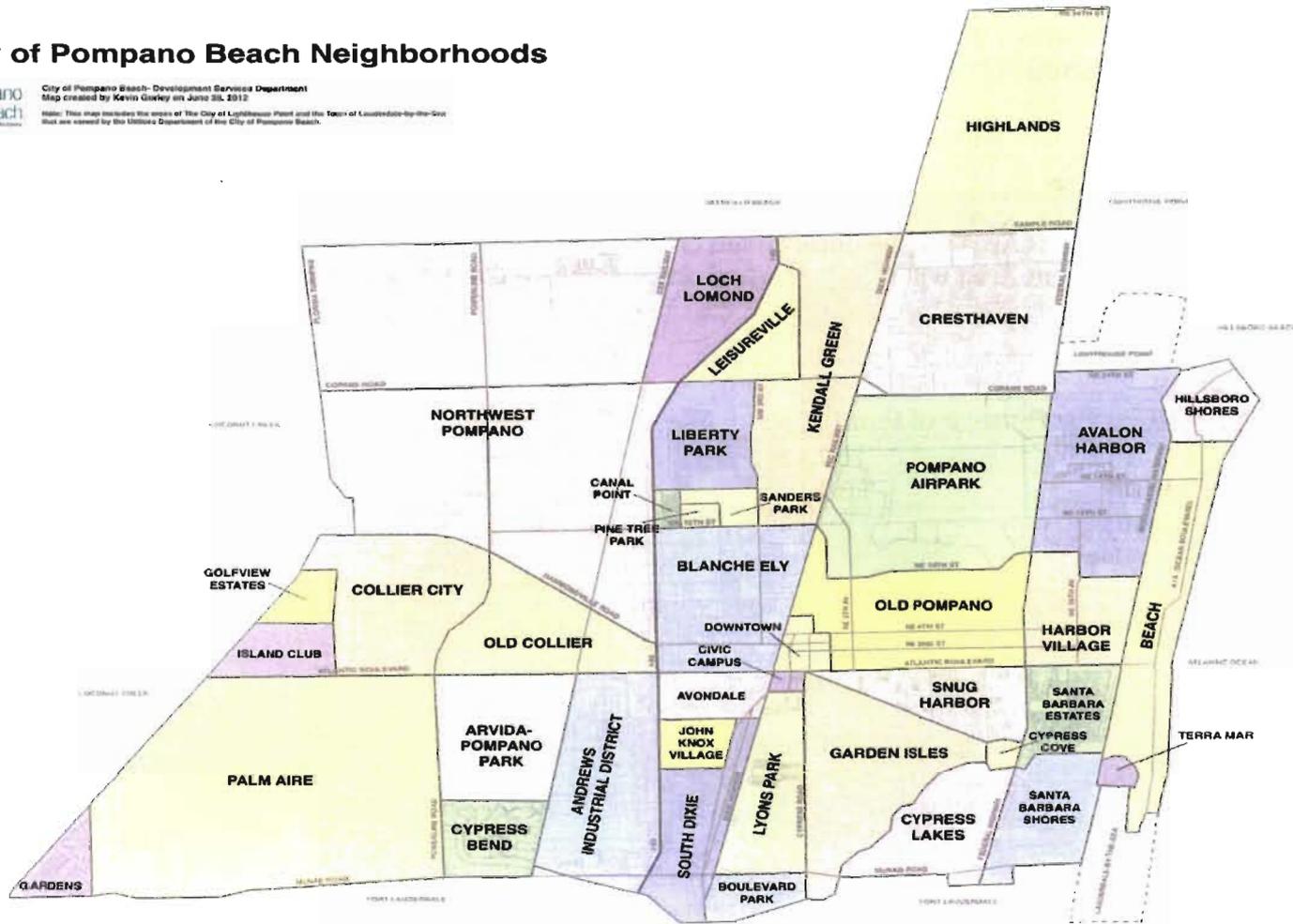
Target Area	Percentage of Funds
CITY OF POMPANO BEACH	100
NW Redevelopment Area	TBD

Table 53 - Geographic Distribution

City of Pompano Beach Neighborhoods



City of Pompano Beach- Development Services Department
 Map created by Kevin Gierke on June 28, 2012
 Note: This map includes the areas of the City of Lighthouse Point and the Town of Lauderdale-by-the-Sea that are owned by the Historic Department of the City of Pompano Beach.



Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The following tables 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	61
Special-Needs	0
Total	61

Table 54 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance/Purchase Assistance	21
The Production of New Units	0
Rehab of Existing Units	40
Acquisition of Existing Units	0
Total	61

Table 55 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing – 91.220(h)

Introduction

In this section of the Annual Action Plan, we describe the actions that will be undertaken by the Pompano Beach Housing Authority to continue and expand efforts in providing affordable housing and other supportive housing services to public housing residents and Section 8 Housing Choice Voucher recipients in Pompano Beach during the 2015-2016 fiscal year.

Actions planned during the next year to address the needs to public housing

The Pompano Beach Housing Authority intends to continue the day-to-day management and operation of 476 public housing units and 918 Section 8 Housing Choice Vouchers in an effort to assist low-income persons and families secure and maintain a safe and healthy living environment. The Housing Authority anticipates constructing 10 new public housing units on NW 10th Street in Pompano Beach over the next five-year Consolidated Plan period.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Pompano Beach Housing Authority (PBHA) administers the Family Self-Sufficiency program to increase resident involvement and promote self-sufficiency and less dependence on public housing assistance. 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 and establish an escrow account. Section 8 rental assistance program recipients, who receive assistance through the PBHA, are eligible to participate in the FSS program. Families enter into a contract with the PBHA that specifies goals and services that each family must fulfill in order to obtain full benefits from the program. At the end of the five-

year contract period, the goal is for each family to no longer need housing assistance. If a family completes the FSS program and still needs housing assistance, the family is still eligible to continue receiving Section 8 rental assistance under the voucher program.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Pompano Beach Housing Authority is not designated as troubled by HUD. The Housing Authority is eligible to receive annual funding allocations for the operation and maintenance of existing public housing units, and other eligible activities determined by HUD.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

In this section of the Annual Action Plan, we describe any efforts that the City of Pompano Beach, in partnership with homeless services provider agencies in the City and surrounding Broward County area, will undertake to address the homeless and other special needs populations.

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.

Broward County's comprehensive and collaborative strategy to address homelessness features robust outreach. Due to community demand, street outreach has taken on both screening and engagement services. The Broward Outreach Center and the 2-1-1 Homeless Helpline are the main providers of outreach services in Pompano Beach.

The Broward Outreach Center, operated by Miami Rescue Mission, is a state-of-the-art, 200-bed, homeless assistance center located in Pompano Beach. It is in its second year of serving homeless men, women and families. The program is designed to be an eight-week, full-service homeless shelter, with an average stay of sixty days.

The 2-1-1 Homeless Helpline is the gateway to homeless services in Broward County, the first step in finding shelter, support services, or programs that help an individual or family who are homeless or on the verge of being homeless. The 2-1-1 team is responsible for managing the waiting list for families in need of shelter and for prioritizing placements based on critical factors such as health, safety and ages of children. The team works closely with homeless shelters to track the availability of family

beds and to quickly place families at highest risk into those beds. The team also maintains regular contact with families on the waiting list to assess whether their needs or situations have changed.

Addressing the emergency shelter and transitional housing needs of homeless persons

While new resources have come on-line to address emergency and transitional housing needs, Broward County has committed to a rapid-re-housing/housing first approach to homelessness. This strategy includes re-tooling assessments done at shelters to focus on housing barriers.

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 development of more permanent housing, with or without subsidies, is a key factor in ending homelessness - affordable housing must be our major focus. Ideally, all people would have access to affordable housing and permanent housing vouchers, furthering the cause of ending homelessness. It is especially important to target affordable housing resources to households experiencing homelessness, particularly the most vulnerable ones. In addition to the importance of long-term housing subsidies and development of affordable housing, a great deal has been learned about the effectiveness of short to medium term subsidies paired with private housing units. This approach examines reallocating funding from a variety of sources including TANF, ESG, CoC and child welfare funding towards rental subsidies.

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.

The homeless assistance system needs good relationships with health care providers, the corrections system, foster care and other institutions that interact with low income and homeless individuals and families. The new HEARTH Act regulations and current budget environment make collaboration more important than ever. Additionally, the Affordable Care Act, an engaged Broward Sheriff's Office and the money being invested in ending veteran's homelessness support the case for establishing these relationships. Effective collaboration requires selling agencies on why they should work closely with the homeless assistance system; inviting stakeholders in other agencies to engage with homeless providers through joint planning and CoC meetings; and using data to identify people that access multiple systems to be targeted for assistance. Strategies include: expediting benefits enrollment and data analysis of consumers that are high utilizers of hospitals and jails.

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 funds and the potential Broward County Linkage Fee to address gaps in affordable housing development projects

AP-85 Other Actions – 91.220(k)

Introduction:

In this section of the Annual Action Plan, we describe the additional actions, if necessary, which will be implemented into CDBG and HOME program funded activities and projects completed during the 2015-2016 fiscal year.

Actions planned to address obstacles to meeting underserved needs

No additional actions planned to address obstacles to meeting underserved needs. In the event that an underserved need is identified, and CDBG and/or HOME funds become available, the OHUI will meet with the appropriate advisory board to request funding approval for special projects during the 2015-2016 fiscal year.

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), or with recaptured program funds.

Actions planned to reduce the number of poverty-level families

No additional actions are planned to reduce the number of poverty-level families. In the event that funding becomes available to the OHUI, all measures and actions necessary to implement program funding for poverty-level families will be addressed.

Actions planned to develop institutional structure

No additional actions are planned to develop institutional structure. In the event that a weakness or insufficiency is identified in the current institutional delivery system, the OHUI will work with the appropriate City Department or non-profit organization partner to strengthen any gaps or weaknesses.

Actions planned to enhance coordination between public and private housing and social service agencies

No specific additional actions are planned to enhance coordination between public and private housing and social service agencies. The OHUI will work with HUD and local non-profit service providers to strengthen coordination between public and private housing and social services agencies to ensure all HUD program funded goals and objectives are achieved.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City of Pompano Beach anticipates allocating \$284,923 to eligible CDBG program activities during the 2015-2016 fiscal year. Any program income received from the annual goals and objectives described in Tables 50-51 will be re-programmed to similar goals and objectives over the next five fiscal years.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

1. The total amount of program income that will have been received before the start of the next program year and has not been reprogrammed: \$0.00
2. The amount of proceed 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: \$0.00
3. The amount of surplus funds from urban renewal settlements: \$0.00
4. The amount of any grant funds returned to the line of credit for which the planned use has not yet been included in a prior statements or plan: \$0.00
5. The amount of income from float-funded activities: \$0.00
6. Total Program Income: \$0.00

Other CDBG Requirements

1. The amount of urgent need activities

*The City does not anticipate to award any emergency set-aside funds during the 2015-2016 fiscal year.

HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(1)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City of Pompano Beach will continue to use HOME funds to assist low income families through second mortgage financing for closing costs, down payment assistance, land purchases, and development as well provide first mortgage financing of greater than 50% of the sales prices as the prime lender to a very low income family. The City is not currently utilizing HOME funds to undertake investments outside of those outlined in HOME Section 92.205(b).

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:

The City of Pompano Beach will use the following recapture of subsidy provisions to meet HOME Section 92.254(a)(4) guidelines in determining the amount of subsidy recaptured by the City upon resale of a home purchased with HOME funds. The City's recapture provision was developed in accordance with the HUD HOME Regulations.

First Mortgage Financing – Designed to recapture HOME funds at 75% through amortization of loan over a specified period, sale of property, refinancing, or transfer of property regardless of amount of time the property is held. The controlling instrument is a mortgage deed held in first position. HOME funds will be utilized as first mortgage financing of a home for

very low-income residents ONLY in a last resort housing situation. The remaining 25% will be based on HUD HOME Regulations, which is a recaptured prorated amount based on HUD's affordability time period as outlined below.

Second Mortgage Financing – Designed to recapture HOME funds based on HUD HOME Regulations, when the City is not the prime lender and the HOME assistance is at or less than 25% (City's maximum HOME Investment) of the total sale price (including land purchase and development cost per unit in the development of a subdivision).

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:

HUD HOME Regulations allow the City to recapture a reduced amount of funds based on the time a homebuyer owning and occupying the unit as their primary residence in accordance with HUD required affordability period of:

Less than \$15,000 HOME funds provided = Five (5) year affordability period;

\$15,000 to \$40,000 HOME funds provided = Ten(10) year affordability period;

Greater than \$40,000 HOME funds provided = Fifteen (15) year affordability period.

If a buyer sells, refinances, transfers or does not occupy the property as their primary residence, the City will recapture its HOME investment based on a time reduction prorated formula (ex. HOME investment is \$10,000 and the recapture period is five (5) years. The Buyer sells the house after two (2) years; the City's recapture amount is $\frac{2}{5}$ of five (5) years or \$4,000. The City will utilize recorded mortgage deeds as the controlling instrument to ensure recapture of HOME invested funds.

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:

Multi-family Housing- The City of Pompano Beach is not currently utilizing HOME funds to refinance existing debt secured by multi-family housing being rehabilitated with HOME funds. If this should change, guidelines required under 92.206(b) will be developed. The City of Pompano Beach acknowledges that these guidelines must demonstrate that a) rehabilitation is the primary eligible activity, b) require a review of management practices to demonstrate no disinvestment in the property is occurring; long term needs of the project can be met; feasibility of serving the targeted population over an extended affordability period can be demonstrated; c) state whether the new investment is being made to maintain current affordable units, create additional units or both, d) specify the required period of affordability, whether it is the minimum 14 year or longer, e) specify whether the investment of HOME funds may be jurisdiction-wide or limited to a specific geographic area, such as a neighborhood identity in a neighborhood revitalization strategy under 24 CFR 91.215(e)(2) or a Federally designated Empowerment Zone or Enterprise Community, and f) State that HOME funds cannot be used to refinance multifamily loans made or insured by any federal program including CDBG.

Meeting Date: July 14, 2015

Agenda Item

12

REQUESTED COMMISSION ACTION:

X Consent Ordinance X Resolution Consideration/ Discussion Presentation

SHORT TITLE A resolution of the city commission of the City of Pompano Beach, approving and authorizing the proper city officials to execute a reinstatement and first amendment to the Concession Agreement between the City of Pompano Beach and Oceanside Beach Service, Inc.

Fiscal Impact: Concessionaire to pay \$2,000 to the City plus Florida State Sales Tax on the first day of each month.

Summary of Purpose and Why:

This is a reinstatement and first amendment to the current agreement (Resolution 2012-312), which expires July 12, 2015. The amended agreement term is for a month to month basis with the concessionaire paying the city \$2,000 on the first day of each month. The first amendment is only a temporary step until we finalize the negotiations and/or reissue an RFP.

- (1) Origin of request for this action: Staff initiated
(2) Primary staff contact: Mark Beaudreau, Recreation Programs Administrator Ext. 4191
(3) Expiration of contract, if applicable: Contract Term: Month to Month Basis
(4) Fiscal impact and source of funding: City to receive \$2,000 per month plus Florida State Sales Tax.

Table with 3 columns: DEPARTMENTAL COORDINATION, DATE, DEPARTMENTAL RECOMMENDATION, DEPARTMENTAL HEAD SIGNATURE. Includes signatures for Parks & Recreation, City Attorney, Internal Auditor, Finance Director, Risk Manager, and City Manager.

ACTION TAKEN BY COMMISSION:

Table with 4 columns: Ordinance/Resolution/Workshop, 1st Reading, 2nd Reading, Results. Includes handwritten entries for Ordinance and Resolution.

MEMORANDUM

Parks, Recreation & Cultural Arts

Memorandum 15-A098

DATE: July 9, 2015

TO: Dennis Beach, City Manager

FROM: Mark Beaudreau, Recreation Programs Administrator *MB*

SUBJECT: Agenda Item – Reinstatement and First Amendment to Oceanside Beach Service, Inc. Concession Agreement

Please place the attached resolution on the July 14, City Commission Agenda. The agreement is to reinstate the agreement, entered into via Resolution 2012-312, which expires on July 12, 2015 and the first amendment to the concessionaire agreement. The agreement is with Oceanside Beach Service, Inc. for the concessionaire to rent, store, and maintain beach equipment on the public beach. The first amendment agreement changes the term of the agreement to a month to month basis, with the concessionaire paying the city \$2,000 per month on the first day of each month. The Parks and Recreation Advisory Board reviewed the agreement at their June 3, board meeting and recommended that the city negotiate with Oceanside Beach Service and continue in an effort to reach a favorable agreement. The first amendment is only a temporary step until we finalize the negotiations and/or reissue an RFP.

If you have any questions regarding the first amendment to the Oceanside Beach Services Concession Agreement please do not hesitate to call me at 954-786-4191.

afh

cc: Scott Moore, Recreation Manager



City Attorney's Communication #2015-1241

July 8, 2015

TO: Mark A. Beaudreau, Recreation Programs Administrator

FROM: Fawn Powers, Assistant City Attorney

RE: Resolution – Reinstatement and First Amendment to Concessionaire Agreement
Oceanside Beach Service, Inc.

As requested, the above referenced Reinstatement and First Amendment to Concessionaire Agreement has been revised and is attached 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 CONCESSIONAIRE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND OCEANSIDE BEACH SERVICE, INC.; PROVIDING AN EFFECTIVE DATE.

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

FAWN POWERS

/jrm
l:cor/rect/2015-1241

Attachments

**Parks and Recreation Advisory Board
Memorandum 15-12**

DATE: June 3, 2015
TO: City Commission
FROM: Parks and Recreation Advisory Board
SUBJECT: Oceanside Beach Services Proposal

At the meeting of the Parks and Recreation Advisory Board held on June 3, 2015, the Board discussed a proposal from Oceanside Beach Services.

The Board made the following motion:

MOTION:

Mr. Katz made a motion that the Advisory Board recommend that negotiations with Oceanside Beach Services continue in an effort to reach more favorable terms for the City of Pompano Beach. Mr. Clark seconded the motion with all voting in favor.

Rafael Katz (mbh)

Rafael Katz, Chairman
Parks and Recreation Advisory Board

mbh

cc: Dennis Beach, City Manager
Mark A. Beaudreau, Recreation Programs Administrator

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

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

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

SECTION 1. That a Reinstatement and First Amendment to the Concessionaire Agreement between the City of Pompano Beach and Oceanside Beach Service, Inc., a copy of which Reinstatement and 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 Reinstatement and First Amendment to the Agreement between the City of Pompano Beach and Oceanside Beach Service, 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

REINSTATEMENT AND FIRST AMENDMENT

THIS IS A REINSTATEMENT AND 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

OCEANSIDE BEACH SERVICE, INC., having a mailing address of P. O. Box 13018, North Palm Beach, Florida 33408, (hereinafter referred to as "CONCESSIONAIRE.")

WHEREAS, the parties entered into an agreement to rent, store, and maintain beach equipment on the Public Beach of Pompano Beach on July 12, 2012 (the "Original Agreement") and approved by City Resolution No. 2012-312; and

WHEREAS, the Original Agreement has lapsed without renewal; and

WHEREAS, the CITY and CONCESSIONAIRE desire to reinstate and 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 CONCESSIONAIRE agree as follows:

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

2. The Original Agreement executed on July 12, 2012, shall remain in full force and effect except as specifically amended herein below.

3. Paragraph 2 of the Original Agreement shall be amended as follows:

2. The term of this agreement shall be ~~three (3) years~~, on a month to month basis commencing upon execution of the contract. ~~CITY shall have the option of automatic renewal for an additional three (3) year period upon the expiration of the original three (3) year agreement. This option may be exercised at the discretion of CITY.~~ CONCESSIONAIRE may terminate the agreement effective at the end of the first ~~three (3) year period~~ upon written notice to CITY of at least ninety (90) days prior to the expiration date.

4. Paragraph 16 to the Original Agreement shall be amended as follows:

16. As compensation for the rights and privileges granted herein, CONCESSIONAIRE shall pay to CITY monthly the sum of ~~Seventy Two Thousand and No/100 (\$722,000.00)~~ Dollars plus applicable Florida State Sales Tax, payable on the first day of each month ~~in quarterly payments in advance each year as follows:~~

- ~~first year, four quarterly installments of \$6,000.00~~
- ~~second year, four quarterly installments of \$6,000.00~~
- ~~third year, four quarterly installments of \$6,000.00~~

~~Payments are due and to be forwarded to the City Treasury Department, 100 West Atlantic Blvd., Pompano Beach, FL 33060, on the first day of each quarter (Jan. 1, April 1, July 1, and Oct. 1). Should this agreement initiate during any such quarter, the first quarterly payment shall be prorated to include only those days within the quarter that the agreement was in effect. In such case, the first payment shall be due within seven (7) days of final approval of the agreement by CITY. In the event CONCESSIONAIRE fails to make any payment to CITY more than seven (7) days after the same is due, CONCESSIONAIRE shall pay to CITY for such privilege an additional rental charge as liquidated damages of One Hundred and No/100 (\$100.00) Dollars per day for each day's delay in payment retroactive to the first day of each quarter month in which the payment was due. Rental shall not be deemed to be paid under the check given therefor until said check has cleared the bank upon which it is drawn. CONCESSIONAIRE shall additionally pay applicable Florida State Sales Tax at the time a quarterly~~ monthly payment is made to CITY.

5. Paragraph 17 to the Original Agreement shall be amended as follows:

17. This agreement may be terminated for convenience and without cause by either party upon thirty (30) days' written notice to the non-cancelling party. ~~Should the termination date fall within a quarter as described herein, any quarterly payment made shall be prorated and refunded to CONCESSIONAIRE for the time period service was not provided due to such termination, if initiated by CITY.~~

6. Paragraph 20 to the Original Agreement shall be amended as follows:

20. The CONCESSIONAIRE shall submit to the CITY an ~~annual~~ statement of gross revenues and expenses, along with supporting documentation, prepared by an independent certified public accountant and in a form consistent with generally accepted accounting principles, within ninety (90) calendar days of the end of this ~~each annual~~ agreement period. All financial records of the CONCESSIONAIRE related to the concession operation in this agreement shall be made available locally for check and audit by the City of Pompano Beach Internal Auditor, ~~on one occasion during the initial three (3) year period of this agreement, and once during any additional period should this agreement be extended under its terms.~~ Any such audit shall be at a upon reasonable time and with reasonable notice. These records, relating to the concession operation under this agreement only, shall include, but not be limited to, Florida state sale tax returns, receipts and deposit receipts, federal payroll tax returns and all supporting payroll records, bank statements, cancelled checks and any other financial records requested by the Internal Auditor of the CITY which pertain to this agreement. CONCESSIONAIRE shall retain any and all records relating to the concession operation pursuant to this agreement for a period of five (5) years form the date of final payment under this agreement, or as otherwise required by applicable laws including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes.

7. That no other amendment to the terms of the Original Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8. 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

"CONCESSIONAIRE":

Witnesses:

OCEANSIDE BEACH SERVICE, INC.
a Florida corporation

Stitt Scott Moore
Clab Cynthia Kitts

By: [Signature]

Michael J. Novatka
Typed or Printed Name

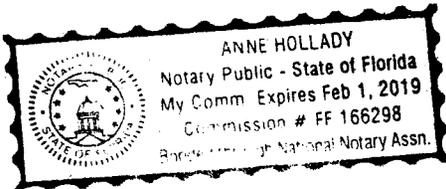
Title: **President**

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8 day of July, 2015 by Michael J. Novatka as President of OCEANSIDE BEACH SERVICE, INC., a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA
Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)
FF 166298
Commission Number

:jrm
7/8/15
l:agr/recr/2015-1206f



OCEABEA-02

ANNMC1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2015

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 First Flight Insurance Group, Inc. 4112 N. Croatan Hwy. Kitty Hawk, NC 27949	CONTACT NAME: PHONE (A/C, No., Ext): (252) 261-1903		FAX (A/C, No.): (855) 814-8591	
	E-MAIL ADDRESS:			
INSURED Oceanside Beach Service, Inc. PO Box 13018 North Palm Beach, FL 33408	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A: Certain Underwriters at Lloyds			
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,500 per occ ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		SA10020-R3-14581	02/09/2015	02/09/2016	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 1,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMPIOP AGG	\$ 1,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

APPROVED
 RISK MANAGEMENT
 ON: 07/08/15
 BY: JTM

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

Rentals - Beach Equipment and Non Motorized Watercraft Rentals at the locations per schedule on file.

CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY.

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach PO Box 1300 Pompano Beach, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

ACORD 25 (2014/01)

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UNDERWOOD ANDERSON
 PO DRAWER 9578
 PENSACOLA, FL 32513
 1-850-932-5326

PROGRESSIVE®

Policy number: 05467104-6

Underwritten by:
 PROGRESSIVE EXPRESS INS COMPANY
 July 8, 2015
 Page 1 of 2

Certificate of Insurance

Certificate Holder	Insured	Agent
CITY OF POMPANO BEACH 100 WEST ATLANTIC BLVD POMPANO BEACH, FL 33060	OCEANSIDE BEACH SERVICE P.O. BOX 13018 N PALM BEACH, FL 33408	UNDERWOOD ANDERSON PO DRAWER 9578 PENSACOLA, FL 32513

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jun 11, 2015

Policy Expiration Date: Jun 11, 2016

Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST	\$300,000 CSL NON-STACKED
PERSONAL INJURY PROTECTION	\$10,000 W/\$0 DED - NAMED INSURED ONLY

Description of Location/Vehicles/Special Items

Scheduled autos only

2001 FORD F350 1FTSX31S31EA16123			
MEDICAL PAYMENTS	\$2,000		
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		
2011 DODGE RAM 1500 1D7RB1CT7B5626798			
MEDICAL PAYMENTS	\$2,000		
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		
2013 ACURA TL 19UUA8F26DA004173			
MEDICAL PAYMENTS	\$2,000		
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		
2015 MERZ C300 55SWF4JB5FU049221		Stated Amount	\$40,000
MEDICAL PAYMENTS	\$2,000		
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		

APPROVED
 RISK MANAGEMENT
 ON: 07-09-15
 BY: JAM

Policy number: 05467104-6

Page 2 of 2

Certificate number

18915NET104

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.

A handwritten signature in black ink, appearing to be 'K. P. M.' with a stylized flourish at the end.

Form 5241 (10/02)

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 CONCESSIONAIRE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND OCEANSIDE BEACH SERVICE, INC.; PROVIDING AN EFFECTIVE DATE.

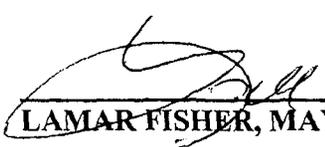
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Oceanside Beach Service, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

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

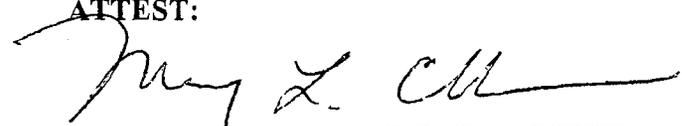
SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 10th day of July, 2012.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

CONCESSIONAIRE AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of July,

2012, by and between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida (hereinafter referred to as "CITY")

and

OCEANSIDE BEACH SERVICE, INC., a Florida corporation, (hereinafter referred to as "CONCESSIONAIRE").

WHEREAS, the City of Pompano Beach has solicited requests for proposals for the privilege of operating the business of renting, storage and maintenance of beach equipment on the Public Beach of Pompano Beach; and

WHEREAS, the bid submitted by Oceanside Beach Service, Inc. was deemed to be the best responsible bid; and

WHEREAS, CITY wishes to contract with Oceanside Beach Service, Inc. with respect to providing a license for renting, storage and maintenance of beach equipment on the Public Beach; and

WHEREAS, CITY has determined that such an agreement would be in the best interest of the public.

NOW, THEREFORE, in consideration of the premises and the covenants and promises herein, it is mutually agreed as follows:

1. The City of Pompano Beach, Florida, does hereby give and grant to CONCESSIONAIRE an exclusive right and privilege to operate in the Public Beach of the City of Pompano Beach, the business of renting and generally servicing the public with beach

equipment such as beach chairs, beach umbrellas, wind screens, cabanas, surf rafts and related beach equipment, within the Public Beach being described as follows:

South of Pier – starting at the Atlantic Blvd main beach access path and extending north to approximately 100 feet south of municipal pier (location of the red wooden posts),

North of Pier – starting approximately 100 feet north of municipal pier (location of the red wooden posts), and extending north to the 5th street beach access line.

Any concessionaire equipment is not to exceed the line of sight of the following:

- East – between two adjacent lifeguard towers
- West – shall be no closer than 60 feet to any sand dune on the west side of the beach.

Equipment will not be located within 15 yards of lifeguard stands.

All umbrellas, chairs and cabanas will be blue and white in color.

2. The term of this agreement shall be three (3) years, commencing upon execution of the contract. CITY shall have the option of automatic renewal for an additional three (3) year period upon the expiration of the original three (3) year agreement. This option may be exercised at the discretion of CITY. CONCESSIONAIRE may terminate the agreement effective at the end of the first three (3) year period upon written notice to CITY at least ninety (90) days prior to the expiration date.

3. CONCESSIONAIRE shall provide adequate year-round daily service to take care of the needs and demands of the public, and shall provide a variety of equipment according to the needs of each season.

4. CONCESSIONAIRE shall provide all equipment in good clean and serviceable condition at the commencement of this agreement and in sufficient quantity to adequately service

the public in respect to the best interest and convenience of the patrons of the public Beach of the CITY as described herein. CONCESSIONAIRE agrees to maintain all such equipment in good clean and serviceable condition during the entire term of this agreement and CITY shall have the right to inspect such equipment periodically to determine its condition but shall be under no obligation to do so, and CONCESSIONAIRE shall replace or recondition equipment which is determined by CITY to no longer be in good and serviceable condition.

5. CONCESSIONAIRE shall locate and install its equipment only in the areas provided herein. The placement of equipment shall never interfere with the Ocean Rescue Division's observation of the public for said public's welfare and safety as determined by CITY. Additionally, double-lounge wooden cabanas shall be placed so that there is a minimum clearance of thirty (30) feet between each cabana on all sides. Wooden cabanas shall not be located within 100 yards, north or south, of the municipal pier. Wooden cabanas will be permitted to remain on the beach overnight, so long as they are maintained and set up neatly. Umbrellas and water-borne equipment shall be located under the direction and regulation of the Ocean Rescue Division. Beach chairs and metal-frame strap lounges will be neatly stacked (a maximum of eight (8) chairs per stack) and arranged side-by-side in designated areas, as indicated in Attachment "A".

6. Due to the uncertainty of changing winds and weather, it shall be agreed that no rafts or floats shall be rented or permitted by CONCESSIONAIRE if the Lifeguard Supervisor decides for reason of safety that rafts or floats, both private and public, shall not be permitted in the water.

7. In order to avoid any misunderstanding regarding the distance, that equipment of CONCESSIONAIRE shall be set back from the high water, it shall be expressly understood and agreed between the parties that the guard stands or beach stands as placed by CITY's lifeguards

shall form the restraining line and no equipment shall be placed or permitted east of same but in no event shall such equipment be closer than three (3) feet from the high water mark.

8. CONCESSIONAIRE shall not be permitted to use the concession area or areas for any other purposes than the renting of the equipment specified herein and shall conduct its business so as to serve the public in a dignified and professional manner with no pressure, coercion, persuasion, or hawking by CONCESSIONAIRE or his employees in an attempt to influence the public to utilize CONCESSIONAIRE's equipment. The public shall at all times have free use of the Public Beach area not authorized for use by CONCESSIONAIRE under this agreement nor shall CONCESSIONAIRE interfere with the operation of other concessions that may be located in the area. The public shall at all times have free use of the public beach, which shall specifically include the space in front of CONCESSIONAIRE's location.

9. In the event any complaint shall be made by the public as to the manner of the operation of the concession business, such matter will be directed to the Recreation Programs Administrator or his designee to investigate and resolve. If the Recreation Programs Administrator or his designee is unable to resolve, the matter will be turned over to the City Manager for appropriate action. The decision of the City Manager shall be final and binding on CONCESSIONAIRE. Further, any disputes arising between CONCESSIONAIRE and other concessionaires concerning their rights under their respective agreements with CITY or disputes of whatever nature or kind arising pursuant to this agreement shall be reported to the Recreation Programs Administrator for his review and necessary action.

10. The Recreation Programs Administrator or such other person designated by the City Manager shall be responsible for the enforcement of this agreement. In the event either party claims the other is guilty of default or a breach of this agreement, a conference may first be called between the parties and every reasonable effort shall be made to reach an amicable

solution. Both parties shall be entitled to have representatives present to attempt to resolve any such dispute.

However, at any time if there is any breach or default in either party's performance of any covenant or obligation under this agreement, either party shall be given fifteen (15) days to cure any alleged default or breach after receipt of written notice to the other. If said breach or default has not been remedied within such time period after written notice of same and is continuing, either party may terminate this agreement immediately in writing. Thereafter, CITY may enter the concession area and possess itself of all the rights and privileges heretofore enjoyed by CONCESSIONAIRE. In the event CONCESSIONAIRE remains in possession of the concession area after such termination date as provided in writing, CONCESSIONAIRE shall be deemed to be in trespass on CITY property.

No fees paid under the agreement shall be refunded to CONCESSIONAIRE but same shall be forfeited to CITY for termination resulting from the provisions of this section.

Broward County, Florida, shall be the venue for any litigation commenced by either party for any dispute under this agreement.

11. CONCESSIONAIRE shall furnish the necessary janitorial services for maintaining the property occupied by it in a state of cleanliness, which shall include the removal on a daily basis of all litter and debris that results from the services provided pursuant to this agreement. Additionally, CONCESSIONAIRE shall adhere to a maintenance schedule set up by the Recreation Manager and shall provide personnel to remove the cabanas and rental equipment according to that schedule to facilitate the cleaning of the municipal beach. CONCESSIONAIRE shall be consulted on maintenance scheduling, however, the decision as to the actual maintenance schedule shall be made by the City Manager or his designee.

12. CONCESSIONAIRE shall be free to establish rental fees for the equipment, however, such fees shall be competitive with similar concessions or services operating or available in the Broward County area, and a copy of the current rate shall be filed with CITY and posted by CONCESSIONAIRE. Rental items listed in the rate schedule shall be available year round on the Public Beach as described herein and shall be offered to the public at all times that a reasonable demand for such services exist during daylight hours. CONCESSIONAIRE shall not operate during hours of darkness, which period shall be defined for the purposes herein as between one hour after sunset to one-half hour before sunrise.

13. CONCESSIONAIRE shall not be permitted to display any signs or advertising matter on the area except for identification signs approved by the City Manager and in conformity with all applicable City ordinances provided, however, that the CONCESSIONAIRE shall insure that the rates for rental of beach equipment are posted. The signs shall be approved by CITY.

14. CONCESSIONAIRE must at the time of an official hurricane warning, remove all its equipment from the beach concession area.

15. All CONCESSIONAIRE employees shall be neatly attired in approved uniforms properly identifying CONCESSIONAIRE and the employee. No person convicted of any offense involving moral turpitude or a felony shall be employed by CONCESSIONAIRE.

16. As compensation for the rights and privileges granted herein, CONCESSIONAIRE shall pay to CITY the sum of Seventy-Two Thousand and No/100 (\$72,000.00) Dollars plus applicable Florida State Sales Tax, payable in quarterly payments in advance each year as follows:

- first year, four quarterly installments of \$6,000.00
- second year, four quarterly installments of \$6,000.00

- third year, four quarterly installments of \$6,000.00

Payments are due to the City Treasury Department, 100 West Atlantic Blvd., Pompano Beach, FL 33060, on the first day of each quarter (Jan. 1, April 1, July 1, and Oct. 1). Should this agreement initiate during any such quarter, the first quarterly payment shall be prorated to include only those days within the quarter that the agreement was in effect. In such case, the first payment shall be due within seven (7) days of final approval of the agreement by CITY. In the event CONCESSIONAIRE fails to make any payment to CITY more than seven (7) days after the same is due, CONCESSIONAIRE shall pay to CITY for such privilege an additional rental charge as liquidated damages of One Hundred and No/100 (\$100.00) Dollars per day for each day's delay in payment retroactive to the first day of each quarter in which the payment was due. Rental shall not be deemed to be paid under the check given therefor until said check has cleared the bank upon which it is drawn. CONCESSIONAIRE shall additionally pay applicable Florida State Sales Tax at the time a quarterly payment is made to CITY.

17. This agreement may be terminated for convenience and without cause by either party upon thirty (30) days' written notice to the non-cancelling party. Should the termination date fall within a quarter as described herein, any quarterly payment made shall be prorated and refunded to CONCESSIONAIRE for the time period service was not provided due to such termination, if initiated by CITY.

18. Should CONCESSIONAIRE desire any additional building for storage of the equipment utilized for the purposes set forth herein, upon receiving the consent of CITY and all necessary permits and approvals, any such building shall, unless otherwise provided by a written agreement, be the property of CITY and shall remain and be surrendered upon termination of this agreement.

19. CONCESSIONAIRE hereby waives all claims for damages to or loss of any property that belongs to CONCESSIONAIRE that may be in or about the premises.

20. The CONCESSIONAIRE shall submit to the CITY an annual statement of gross revenues and expenses, along with supporting documentation, prepared by an independent certified public accountant and in a form consistent with generally accepted accounting principles, within ninety (90) calendar days of the end of each annual agreement period.

All financial records of the CONCESSIONAIRE related to the concession operation in this agreement shall be made available for check and audit by the City of Pompano Beach Internal Auditor, on one occasion during the initial three (3) year period of this agreement, and once during any additional period should this agreement be extended under its terms. Any such audit shall be at a reasonable time and with reasonable notice. These records, relating to the concession operation under this agreement only, shall include, but not be limited to, Florida state sale tax returns, receipts and deposit receipts, federal payroll tax returns and all supporting payroll records, bank statements, cancelled checks and any other financial records requested by the Internal Auditor of the CITY which pertain to this agreement. CONCESSIONAIRE shall retain any and all records relating to the concession operation pursuant to this agreement for a period of five (5) years form the date of final payment under this agreement, or as otherwise required by applicable laws including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes.

21. CONCESSIONAIRE shall carry, at its own cost and expense, with a company satisfactory to CITY and authorized to do business in the State of Florida, insurance coverage as specified on Exhibit "A," which is attached hereto and incorporated herein as if set forth in full and shall furnish CITY with certificates of said insurance coverage prior to the effective date of this agreement.

22. CONCESSIONAIRE shall not be authorized to rent any equipment that is not scheduled in its bid application or covered by the insurance policy furnished CITY unless, prior to such rental, it shall furnish an additional list of equipment to the Parks and Recreation Department and receive approval of the City Manager.

23. CONCESSIONAIRE shall assume all risks incident to or in connection with the use and service to be conducted hereunder and shall be solely responsible for all accident or injuries of whatsoever nature or kind to the persons or property caused by its operation of the concession provided for herein. CONCESSIONAIRE hereby agrees to indemnify, defend and save harmless CITY and its respective authorized agents, officials, employees and representatives from any and all claims of liability for damages to any person or personal injury or loss or damaged property occasioned by or in connection with any activities conducted pursuant to this agreement. CITY assumes no responsibility whatsoever for any property located on the premises, and CITY is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy under this agreement.

24. The acceptance of rental payments by CITY, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereby by CONCESSIONAIRE, where the giving or making of any notice or demand, whether according to any statutory provision or not, or any active or series of acts except an express waiver in writing shall not be construed as waiver of CITY's right or of any other right hereby given the CITY or as an election not to proceed under the provisions of this agreement.

25. Whenever either party to this agreement desires to give notice to the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it intended, at the place last specified, and the place for giving

of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following respective places for giving of notice, to-wit:

FOR CITY:

City Manager
Post Office Drawer 1300
Pompano Beach, Florida 33061

FOR CONCESSIONAIRE:

Oceanside Beach Service, Inc.
P.O. Box 13018
North Palm Beach, Florida 33408

26. This agreement establishes a License for CONCESSIONAIRE only, as an independent contractor, to utilize the property described herein in the manner described and for purposes described herein, and does not otherwise convey any legal interest in the property to CONCESSIONAIRE. Neither the premises described herein nor any portion thereof shall be sublet nor shall this agreement or any interest therein be assigned, or mortgaged by CONCESSIONAIRE and any attempt at assignment, subletting, or mortgaging this agreement shall be of no force or effect and shall confer no rights upon any assignee, mortgagee, or pledge.

27. CONCESSIONAIRE shall not unlawfully discriminate against any person in its operations and activities in fulfilling its obligations under this agreement. This shall include compliance with the Americans with Disabilities Act. In addition, CONCESSIONAIRE's decisions regarding the delivery of services under this agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery. Compliance and performance by the CONCESSIONAIRE of the non-discrimination provision of this agreement is an express condition hereof and any failure by the CONCESSIONAIRE to so comply and perform shall be

in default as provided in this Agreement and the CITY may exercise any right as provided herein and as otherwise provided by law.

28. CONCESSIONAIRE shall pay any and all taxes or special assessments that may be levied or assessed as a result of this agreement. The cost of any and all necessary licenses and permits shall be paid by CONCESSIONAIRE.

29. CONCESSIONAIRE agrees that every officer, employee or agent connected with the purposes for which this agreement encompasses shall abide by, conform to and comply with all the laws of the United States and the State of Florida and all the ordinances of CITY as those laws and ordinances now read or may hereafter be changed or amended in the future and will not do or suffer to be done anything in violation of any pursuant to the agreement in violation of any said laws or ordinances and, if the attention of said CONCESSIONAIRE is called to such violation, CONCESSIONAIRE will immediately desist from and correct such violation.

30. CONCESSIONAIRE agrees that it will require each of its employees at the Pompano Beach concession to submit to a criminal background check prior to or at any time during the course of employment and submit the results to the Parks and Recreation Department for review. CITY, acting through the City Manager, reserves the right to require the dismissal of any employee of CONCESSIONAIRE in the event that any such background check discloses information which in the opinion and in the sole discretion of the City Manager renders such employee unsuitable for employment by CONCESSIONAIRE.

31. All terms and conditions of Request for Proposals #H-40-11, "Beach Equipment Concession" and the price list included in CONCESSIONAIRE's response are applicable and incorporated in this agreement unless indicated otherwise herein. This written instrument constitutes the entire agreement by the parties hereto, and this agreement may be modified only in writing.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Morris

By: [Signature]
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this 12th day of July, 2012, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



"CONCESSIONAIRE":

Witnesses:

OCEANSIDE BEACH SERVICE, INC.
a Florida corporation

C. M.
[Signature]

By: [Signature]
Michael J. Novatka
Typed or Printed Name
Title: PRESIDENT

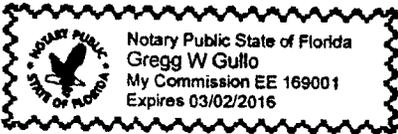
(SEAL)

STATE OF FLORIDA

COUNTY OF ~~BROWARD~~ ^{or}
Palm Beach

The foregoing instrument was acknowledged before me this 20th day of June,
2012 by Michael J. Novatka as President
_____ of OCEANSIDE BEACH SERVICE, INC., a Florida corporation, on behalf of the
corporation. He/she is personally known to me or who has produced Drivers
license (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

Gregg W. Gullo
(Name of Acknowledger Typed, Printed or Stamped)

EE 169001
Commission Number

MEB/jrm
6/14/12
2/1/12
l:agr/recrea/2012-379

“EXHIBIT A”
STANDARDIZED INSURANCE REQUIREMENTS
OF THE CITY OF POMPANO BEACH

Insurance

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

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance for all its employees in accordance with the requirements of Florida Statute, Chapter 440. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

- B. Public Liability & Auto Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured in connection with the work being done under this contract.

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

Type of Insurance	LIMITS OF LIABILITY	
	each occurrence	aggregate
PUBLIC LIABILITY		
XXXX Comprehensive Form		
XXXX Premises - operations	Bodily Injury	\$200,000. \$300,000.
_____ Explosion & collapse hazard	Property Damage.....	\$200,000. \$300,000.
_____ Underground hazard	-- or --	
XXXX Products (if items are sold)	Bodily Injury and	
XXXX Contractual insurance	Property Damage	
XXXX Liquor legal (if items are sold)	Combined.....	\$200,000. \$300,000.
XXXX Independent contractors		
XXXX Personal injury	Personal Injury	\$200,000. \$300,000.
AUTOMOBILE LIABILITY		
	Bodily Injury	
XXXX Comprehensive Form	(ea. person/ ea. accident)	\$200,000 \$300,000.
XXXX Owned	Property Damage	\$200,000. \$300,000.
XXXX Hired	-- or -- Bodily Injury and	
XXXX Non-owned	Property Damage combined	\$200,000. \$300,000.
EXCESS LIABILITY		
	Bodily injury and	
XXXX Umbrella form	Property damage	
_____ other than umbrella	Combined	\$1,000,000. \$1,000,000.

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

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

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

Exhibit A - Insurance

PROGRESSIVE

UNDERWOOD ANDERSON
PO DRAWER 9578
PENSACOLA, FL 32513
1-850-932-5326

Policy number: 05467104-2

Underwritten by:
PROGRESSIVE EXPRESS INS COMPANY
December 22, 2011
Page 1 of 1

Certificate of Insurance

Certificate Holder	Insured	Agent
CITY OF POMPANO BEACH C/O SCOTT MOORE 100 WEST ATLANTIC BLVD POMPANO BEACH, FL 33060	OCEANSIDE BEACH SERVICE P.O. BOX 13018 N PALM BEACH, FL 33408	UNDERWOOD ANDERSON PO DRAWER 9578 PENSACOLA, FL 32513

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST	\$300,000 CSL NON-STACKED
PERSONAL INJURY PROTECTION	\$10,000 W/\$0 DED - NAMED INSURED ONLY

Policy Effective Date: Jun 11, 2011

Policy Expiration Date: Jun 11, 2012

Description of Location/Vehicles/Special Items

Scheduled autos only			
2001 FORD F350 SUPER DUTY 1FTSX31S31EA16123		Stated Amount	\$4,000
MEDICAL PAYMENTS	\$2,000		
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		
2011 DODGE RAM 1500 1D7RB1CT7B5626798		Stated Amount	\$30,000
MEDICAL PAYMENTS	\$2,000		
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		

Certificate number

35611NET104

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.

Form 5241 (1/0/02)

APPROVED
RISK MANAGEMENT
ON:
BY: *[Signature]*
Lawrence



OCEABEA-02

JESSC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2012

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 First Flight Insurance Group, Inc. P O Box 1048 Kitty Hawk, NC 27949	CONTACT NAME:	
	PHONE (AG, No, Ext): (252) 261-0903	FAX (AG, No): (855) 814-8591
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Certain Underwriters at Lloyds	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED

Oceanside Beach Services, Inc.
PO Box 13018
North Palm Beach, FL 33408

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1,000 ded per occ	X		SA10020-11581	2/9/2012	2/9/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			APPROVED RISK MANAGEMENT ON: 6/28/12 BY: JML			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Rentals - Beach Equipment and Non Motorized Watercraft Rentals scheduled locations on file.

CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY.

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach Attn: Risk Manager PO Box 1300 Pompano Beach, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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Exhibit A - Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2011

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sunz Insurance Company PO Box 1777 St Petersburg, FL 33731 www.ins4biz.com INSURED Employee Staff, LLC 11400 Parkside Dr Suite 500 Knoxville TN 37934	CONTACT NAME: PHONE (A/C No. Excl): 727-497-1247 FAX (A/C No.): 727-497-1280 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: SUNZ Insurance Company 34782 INSURER B: Aspen Re - London - Best Rating "A" INSURER C: Catlin Syndicate - Lloyds - Best Rating "A" INSURER D: Brit Syndicate - Lloyds - Best Rating "A" INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER: 11958230** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCPE000005802	10/29/2011	10/29/2012	<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
B	Workers Compensation						This is for informational purposes and nothing shall create any right under such reinsurance.
C	Excess Coverage						
D							

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

Coverage provided for all leased employees but not subcontractors of: Oceanside Beach Service, Inc.
 Location Effective: 1/1/2011

CERTIFICATE HOLDER 5312 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 Glen J Distefano
--	--

Exhibit A - Insurance

PROGRESSIVE

UNDERWOOD ANDERSON
PO DRAWER 9578
PENSACOLA, FL 32513
1-850-932-5326

Policy number: 05467104-3
Underwritten by:
PROGRESSIVE EXPRESS INS COMPANY
June 20, 2012
Page 1 of 2

Certificate of Insurance

Certificate Holder	Insured	Agent
CITY OF POMPANO BEACH C/O SCOTT MOORE 100 WEST ATLANTIC BLVD POMPANO BEACH, FL 33060	OCEANSIDE BEACH SERVICE P.O. BOX 13018 N PALM BEACH, FL 33408	UNDERWOOD ANDERSON PO DRAWER 9578 PENSACOLA, FL 32513

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jun 11, 2012	Policy Expiration Date: Jun 11, 2013
Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST	\$300,000 CSL NON-STACKED
PERSONAL INJURY PROTECTION	\$10,000 W/\$0 DED - NAMED INSURED ONLY

Description of Location/Vehicles/Special Items

Scheduled autos only			
2001 FORD F350 SUPER DUTY 1FT5X31S31EA16123		Stated Amount	\$4,000
MEDICAL PAYMENTS	\$2,000		
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		
2011 DODGE RAM 1500 1D7RB1CT7B5626798		Stated Amount	\$30,000
MEDICAL PAYMENTS	\$2,000		
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		
2010 CHRYSLER 300 TOURING 2C3CA5CV3AH263003		Stated Amount	\$16,000
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		

APPROVED
RISK MANAGEMENT
ON: 6/25/12
BY: *[Signature]*

Exhibit A - Insurance

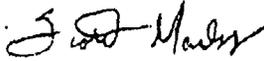
Policy number: 05467104-3

Page 2 of 2

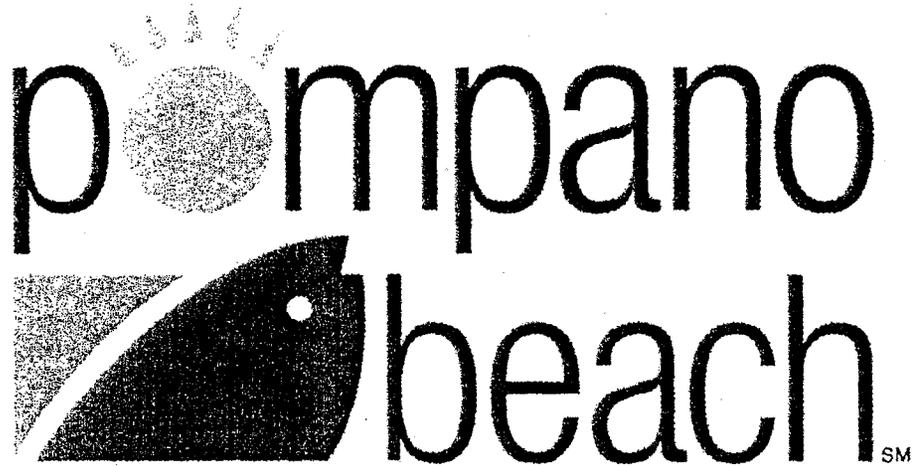
Certificate number

17212NET104

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.



Form 5241 (10/02)



Florida's Warmest Welcome

REQUEST FOR PROPOSALS

H-40-11

BEACH EQUIPMENT CONCESSION

RFP OPENING: July 5, 2011, 2:00 p.m. (local)
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

H-40-11

The City of Pompano Beach, Florida invites qualified firms to submit proposals, qualifications, and experience for consideration to provide Beach Equipment Concession.

SECTION I

A. PROJECT SCOPE

The City of Pompano Beach desires to enter into a contract with a concessionaire to provide public rental of beach equipment and cabanas. The term of Agreement will be three (3) years, with the option to renew for a maximum of three (3) additional one-year periods, subject to mutual agreement.

Beach equipment rental may occur on the area of Pompano Beach described as follows:

South of the Pier – Starting 150 yards north of south line of public beach extending north to 150 yards south of municipal pier and west to 25 yards from lifeguard station line. Equipment will not be located within 15 yards of lifeguard stands.

North of the Pier – Starting 150 yards north of pier extending north to 150 yards of north boundary line of public beach and west to 25 yards west of lifeguard stand line. Equipment will not be located within 15 yards of lifeguard stands.

Any concessionaire equipment is not to exceed of the line of sight of the following:

- East - between 2 adjacent lifeguard towers (*rationale: lifeguard visibility*)
- West – between 2 adjacent cement garbage cans placed mid beach (*rationale – emergency vehicle access*)

Total beach attendance figures at the municipal beach for 2009 were 1,526,036 patrons, and for 2010, 1,360,247 patrons.

1. Equipment And Services

a. Beach Equipment

The beach equipment and cabanas shall not be installed or operated beyond the area protected by the Ocean Rescue Division. Beach equipment as referred to in this RFP shall mean chairs, umbrellas, cabanas, wind screens, and related beach equipment.

The Concessionaire shall be permitted to operate as a free enterprise and to establish rates for renting beach equipment and services. A list of the rates must be on file with the City of Pompano Beach and posted by the Concessionaire. A schedule of rate revisions must be provided to the City Manager or designee at least ten (10) days prior to posting to the public.

Any additional buildings required by the Concessionaire for storage shall conform to all applicable City codes and building requirements, and shall remain the property of the City of Pompano Beach upon termination of this Agreement. Size and color of storage shall be decided by the Parks and Recreation Department.

The Concessionaire shall not be authorized to rent any equipment which is not scheduled in the response to the RFP, or covered by the insurance policy furnished the City, unless prior to such rental, the Concessionaire shall have furnished an additional list of equipment to the City Manager or designee and received approval by the City Commission. The City shall be entitled to 10% of the gross rental fee for equipment, services, or sales unrelated to chairs, umbrellas, cabanas, windscreens and related beach equipment.

The Concessionaire shall provide adequate year-round service to take care of the needs and demands of the public, and shall provide a variety of equipment according to the needs of each season.

The services covered by this RFP and ensuing Agreement shall be offered to the public at all times that a reasonable demand for such services exist during daylight hours. Concessions shall not be operated during the hours of darkness, which for the purposes of this RFP and ensuing Agreement begins one hour after sunset.

2. Beach Equipment Rules and Regulations

1. Beach chairs shall be deployed in a manner and number that will assure public access and will encourage public use of the beach.

2. The Concessionaire must prepare a written evacuation plan for the prompt removal of all facilities and equipment used in the concession operations from the beachfront within one (1) hour of notification by appropriate City authorities and/or within eight (8) hours of issuance of a Hurricane Warning by the Broward County Office of Emergency Management.
3. Beach Chairs will be permitted to remain on the sand overnight, as long as they are in good condition, neatly stacked (a maximum of 10 chairs per stack for plastic and 4 chairs per stack for wood) and arranged side by side.
4. Concession facilities used for dispensing services and/or storage will be allowed to remain on beach, as long as they are well maintained and kept west of the lifeguard stands.
5. Violators will have their concessions closed and the City shall have the right to confiscate any and all facilities and equipment left on beach overnight.
6. The Concessionaire will be responsible for any damage caused to any City owned property and/or beachfront during the time of its usage of said area.
7. The Concessionaire and their employees shall wear a City approved identification badge and must present themselves in a professional and courteous manner, at all times during hours of operation.
8. Concession facilities, furnishings and equipment shall be neat, clean and well maintained at all times. The concession operation must be aesthetically pleasing and non-detrimental to the surrounding environment.
9. Proposers should include as part of their submission photographs of all actual beach equipment to be used.
10. All Umbrellas, chairs and Cabanas will be blue and white.
11. Advertising will not be permitted without the express written consent of Parks and Recreation.
12. The concessionaire will be required to submit monthly statements of gross receipts in a format approved by Parks and Recreation.
13. The concessionaire will comply with all City, State and Federal laws relating to access for people with disabilities.

14. Beach Concession Services shall be limited to the rental of beach chairs and lounges, beach umbrellas and cabanas. No motorcrafts of any kind including jet skis, wave runners or motorboats. No sailboats, kayaks, scuba equipment or kite boarding allowed on public beach area. Concessionaire may have boogie boards, snorkel equipment and lotions available to the public.

3. Equipment for Beach Service

Equipment proposed must meet the following minimum specifications.

1. Strap Lounge
 - a. Style: Chaise Lounge
 - b. Construction: Aluminum
 - c. Size: 79.5 x 24
 - d. Weight: 19 lbs.
 - e. Frame color: off white
 - f. Strap width: 2"
 - g. Stacking quantity: 10
 - h. Strap Colors: blue and white
2. Double Wooden Lounge
 - a. Construction: Pressure treated pine with galvanized hardware
 - b. Size: 13"H x 56"W x 72"L
3. Cabana
 - a. Fabric: Sunbrella
 - b. Size: 52"H x 47"l x 57"W
 - c. Construction: Aluminum Ribs and stainless steel bolts
 - d. Color: Blue
4. Umbrella
 - a. Fabric: Sunbrella
 - b. Size: 7.5'H x 8'W
 - c. Color: Blue
5. Cushion for Lounge
 - a. Fabric: Texaline
 - b. Thickness: 3"
 - c. Color: Blue
 - d. Size: 69.5" x 22.5"

4. Rules for Use of Motor Vehicles and Small Off-Road Vehicles on Beach

1. "Small off-road vehicle" shall mean golf carts and all terrain vehicles (ATV's) and any trailer attachment. Anyone driving a "small off-road" vehicle must present an approved safety course certificate before driving vehicle on beach.
2. Concessionaire's motor vehicle, small off-road vehicle and any trailer attached shall only be allowed on beachfront for purposes of supplying the concession operation and to initially deploy equipment at the beginning of the day, remove equipment at the close of operations each day and must be removed from the beachfront immediately thereafter. Anyone operating a motor vehicle or small off-road vehicle on behalf of Concessionaire must have a current Florida Drivers License. Supplying and removing will only be permitted during Concessionaire's regular hours of operation, and shall be completed safely. No Motor vehicle, or small off-road vehicle or any trailer attached will be permitted on the beach after sunset or prior to sunrise. Access to the beach will only be permitted via the predetermined and assigned beach access points.
3. Motor vehicles or small off-road vehicles including any attached trailers operated on the beachfront shall not exceed 5mph.
4. All motor vehicles and small off-road vehicles must have signage, on each side with the name of the concession operator.
5. Concession operation shall be limited to use of one (1) "Small off road Vehicle" and one (1) attached trailer to supply and service the concession operation.
6. Prior to entering Beach Area lights of vehicle must come on.
7. Passenger and Drivers front windows must be down
8. All small off-road vehicles must stay in hard packed sand west of area provided by Ocean Rescue.

5. Concessionaire's Responsibility

Concessionaire shall provide all equipment in good and serviceable condition at the commencement of the Agreement in sufficient quantity to service the public in respect to the best interest and convenience of the patrons of the Municipal Pier, concession areas, and Beach, as described herein. The Concessionaire shall maintain the equipment in a good state of repair at all times, and shall repair and replace broken or weather-beaten equipment. City shall have right to inspect such equipment periodically to determine its condition, but shall be under no obligation to do so. Advertising signs shall not be displayed except for identification signs approved by the City Manager or designee for size, wording, and number, and in accordance with the applicable City of Pompano Beach Ordinances. The Concessionaire shall insure that the rates for pier admissions, beach concessions, vending, etc. are posted.

The Concessionaire shall not place or install equipment in any location other than herein specified.

At all times, cabanas shall be placed so that there shall be minimum clearance of ten feet between each cabana on all sides. The Concessionaire's placement of equipment must never interfere with Ocean Rescue Division's observation of the public for said public's welfare and safety. Areas for placement of umbrellas and regulations of water-borne equipment shall be under the regulation of the Beach Safety Division.

The Concessionaire must, at the time of an official hurricane warning, arrange to remove all equipment from the beach area being served.

The public in general, shall, at all times, have the free use of space allocated to the public in front of the Concessionaire's location.

All vendor attendants shall be neatly attired in approved uniforms properly identifying the Concessionaire and the attendant. No person convicted of any offense involving moral turpitude or a felony shall be employed by the Concessionaire.

The City of Pompano Beach reserves the right to approve or reject, for any reason, Concessionaire's staff assigned to this project at any time. Criminal background checks will be required and will be paid for by the Concessionaire.

The Concessionaire shall so conduct their business as to render a service to the public in a dignified manner and with no pressure, coercion, persuasion or hawking done by the Concessionaire or their attendant(s) in an attempt to influence the public to use this service.

The Concessionaire shall furnish the necessary janitorial services to maintain all areas in a proper state of cleanliness, i.e.: litter and debris as a result of this operation.

The Concessionaire shall not install their equipment in an area outside of their own concession area, nor shall the Concessionaire interfere with the operation of other concessionaires. Disputes arising between Concessionaires concerning their rights under their Agreements shall be reported to the City Manager or designee for review and necessary action.

In the event of complaints made by the public as to the manner of operation of the concession area, such matter at the discretion of the City Commission, may be heard by the City Commission after due notice to the Concessionaire.

The Parks and Recreation Program Administrator, or such other person properly designated by the City Manager, shall be responsible for the enforcement of this Agreement and in the event any violation is reported to that office or is brought to the attention of that office, the Director or designee shall investigate the same and report the findings to the City Manager. The City Manager shall then take such action and make such recommendations as are necessary. The action of the City Manager pursuant to this paragraph shall be final and binding on Concessionaire.

The Concessionaire shall adhere to a maintenance schedule set up by the City Manager's designee and shall provide personnel to remove cabanas and rental equipment according to that schedule to facilitate the cleaning of the Municipal Beach. The Concessionaire will be consulted on the maintenance scheduling.

The Concessionaire is responsible for the acquisition of all City and County business tax receipts, fees and permits as applicable.

6. Non-Discrimination

The Concessionaire shall not unlawfully discriminate against any person in its operations and activities in fulfilling its obligations under this Agreement. This shall include compliance with the Americans with Disabilities Act. In addition, Concessionaire's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery. Compliance and performance by the Concessionaire of the non-discrimination provisions of this Agreement is an express condition hereof and any failure by the Concessionaire to so comply and perform shall be a default as provided in this Agreement and the City may exercise any right as provided herein and as otherwise provided by law.

7. Water Damage

It is expressly agreed and understood by and between the parties to this Agreement that the City shall not be liable for any damage or injury by water, which may be sustained by the Concessionaire or for any other damage or injury resulting from the carelessness, negligence or improper conduct on the part of the Concessionaire, its agents or employees, or by reason of the breakage, leakage, or obstruction of the water.

8. No Assignment or Subletting

Neither the premises described herein nor any portion thereof shall be sublet nor shall this Agreement or any interest therein be assigned, hypothecated, or mortgaged by Concessionaire without the prior written consent of the City. Consent shall not be unreasonably withheld.

9. Reports And Records

The Concessionaire shall furnish promptly to the City Treasurer, a quarterly report of income by type that shall be true, accurate, and complete. At the time of each rental, the Concessionaire shall furnish to the customer a true, complete, and accurate pre-numbered receipt, and retain a duplicate copy. The Concessionaire shall open a bank account and deposit on a daily basis each day's receipt intact.

All records of the Concessionaire shall be made available for check and audit by the City of Pompano Beach Internal Auditor at all reasonable times, during the period of this Agreement, and for three (3) years from the date of final payment under this Agreement.

These records shall include, but not be limited to, Florida State sales tax returns, federal payroll tax returns, and all supporting payroll records, bank statements, canceled checks and any other records requested by the Internal Auditor of the City. The Concessionaire shall furnish to the City an annual financial report prepared by an independent certified public accountant within sixty (60) calendar days of the end of each annual Agreement period.

10. Termination for Cause

Violation of any of the covenants, duties, or terms of this Agreement shall be cause for termination of this Agreement. The Concessionaire shall also comply in all particulars with all rules, regulations or ordinance and particularly in activities conducted upon the public beach by the City of Pompano Beach which shall in no way at any time be improper, immoral or illegal and gambling of any type, kind or nature, direct or indirect is specifically prohibited.

In the event of a violation of any of the terms of the Agreement, the Concessionaire shall be given fifteen (15) days notice of the violation and the City Commission at its discretion shall have the right to cause a hearing to be had on said violation, and at such hearing may cancel said Agreement or compel Concessionaire to comply with the terms of this Agreement. No Agreement fees shall be refunded but same shall be forfeited to the City as liquidated damages.

The acceptance of payments by the City, whether in a single instance or repeatedly, after it falls due or after knowledge of any breach hereof by the Concessionaire, where the giving or making of any notice or demand, whether according to any statutory provision or not, or any active or series of acts except an express waiver in writing shall not be construed as waiver of the City's right or of any other right hereby given the City or as an election not to proceed under the provisions of this Agreement.

The failure of the City to enforce any covenant, duty, term, or condition of the Agreement shall not be deemed to void or affect the right of the City to enforce the same covenant, duty, term, or condition on a subsequent default or breach.

11. Termination for Convenience of City

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Concessionaire, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the Concessionaire must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the Concessionaire shall promptly discontinue all work at the time and to the extent indicated on the notice of termination. The City will refund to the Concessionaire a prorated portion of the quarterly payment, calculated based on the date of termination.

12. Quarterly Payments

Proposer is to state the amounts on the Proposal Signature Page that they will pay to the City in exchange for operation of the beach equipment concession. The selected proposer will pay to the City of Pompano Beach, four (4) equal quarterly payments (based on fiscal year) in advance each year, as indicated in their proposal, in full accordance with all terms and conditions as set forth in this proposal, which will become part of said Agreement.

The minimum quarterly payment payable to the City for the first three-year Agreement term shall be as proposed herein plus applicable Florida State Sales Tax.

Beginning upon commencement of the Agreement, and then fifteen (15) days prior to the beginning of each quarter thereafter, the Concessionaire shall pay the quarterly payment, plus sales tax.

In the event the Concessionaire fails to make any payments to the City more than seven (7) days after the same is due, the Concessionaire shall pay to the City for such privilege an additional charge of One Hundred Dollars (\$100.00) per day for each day's delay in payment retroactive to the first day the payment was due.

13. Proposal Surety

Each proposal must be submitted on the prescribed form and accompanied by a cashier's check, payable to the City of Pompano Beach, Florida, in an amount not less than 5 percent (5%) of the total amount proposed. (The total amount is the 36-month grand total as stated on the Proposal Signature Page.)

If the successful proposer fails to enter into a concession Agreement with the City due to the fault of the proposer, the proposal surety will be forfeited to the City.

The proposal surety of the successful proposer will be returned upon receipt of an acceptable Irrevocable Letter of Credit as described below.

14. Letter Of Credit

The successful proposer shall provide a continuous security in the form of an Irrevocable Letter of Credit in a form acceptable to the City. This letter of credit will provide a source of funds to help cover any damages to the City upon failure of the successful proposer to perform any or all of its obligations under the terms of this RFP and ensuing Agreement. The successful proposer shall provide the initial Irrevocable Letter of Credit to the City fifteen (15) days in advance of the effective date of this Agreement and a new Irrevocable Letter of Credit shall be provided thirty (30) days prior to the expiration of the current period to provide security for the succeeding period. Each Irrevocable Letter of Credit shall be in an amount equal to the concession fee for that period.

The failure to provide a new Irrevocable Letter of Credit in a form acceptable to the City, in the times indicated above, shall be a breach of this contract and entitle the City to demand payment under the outstanding document. Demand by the City under the Letter of Credit does not act as a waiver of any other rights or remedies that the City may have.

SECTION II

A. SUBMISSION OF PROPOSALS

1. Eligibility

The firm must clearly indicate their experience in the field as a beach equipment concessionaire. In addition, staffing should be sufficient to this concession along with other concession areas the proposer may have.

2. Information to be Included in the Proposal

To assure consistency, proposals must conform to the following format:

a. Title Page

Show the RFP title, the name of proposer's firm, Federal Employer Identification Number for the firm, address, telephone number, name of contact person, and the date.

b. Table of Contents

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

c. Letter of Transmittal (limit to 2 pages)

- (1) Briefly state the Proposer's understanding of the service to be offered and make a positive commitment to perform the service.
- (2) Give the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), address, and telephone numbers.

d. City Provided Forms to be Returned

- (1) Completed "Proposal Signature Page," including quarterly payments information.
- (2) Return all RFP pages, initialed where indicated.

e. Project Scope Section

The scope section must be in written form and include the following:

- (1) Identification and explanation of the services to be provided for the beach equipment concession.
- (2) Identification of types and age of equipment to be offered for rent.
- (3) Approach the firm will use to market the beach concession service.

f. Annual Guarantee

Proposer must provide the annual guaranteed payment to the City for each period for the initial three-year period of the Agreement.

The first year of the Agreement the Concessionaire will be required to pay the minimum guaranteed amount. For each subsequent year, the base amount shall be adjusted by multiplying the change in the Consumer Price Index (CPI) from the base year to the current year. The adjustment percentage to be used will be based on the latest National Consumer Price Index – All Urban Consumers (CPI-UC), as determined by the United States Department of Labor, Bureau of Labor Statistics, as most recently available the month prior to the agreement anniversary date. In no event shall the amount paid to the City be reduced under any circumstance.

If applicable, provide details of any additional proposed revenue sharing and estimates of projected sales. The City shall be entitled to 10% of the gross rental fee for equipment, services, or sales unrelated to chairs, umbrellas, cabanas, windscreens and related beach equipment.

g. Profile of the Proposer

- (1) State whether the firm is local, regional or national.
- (2) Give the location of the office from which the concession will be administered and where additional equipment can be drawn from.
- (3) Describe the number of similar concession projects currently under contract to the firm.

h. References

Provide at least three references for which the firm has performed a concession project to include:

Name, address, and telephone number of firm.

Contact person at the referenced firm.

- i. Summary of Proposers Qualifications
 - (1) Identify the managers, supervisors, and/or individuals that will work on the concession.
 - (2) Describe firm's experience in similar concession Agreements within the State of Florida.
- j. Financial Information

Provide a copy of the most recent audited financial statements for the proposing firm. If audited financial statements are not available, provide a copy of the most recent compiled financial statements, and a copy of the most recent tax form.

You may include additional information that will assist the City in the evaluation of the financial stability of your firm.
- k. Proposal surety for 5 percent (5%) of the total amount proposed.
- l. Submit one (1) original unbound and five (5) bound copies of the proposal. All copies should be on 8 ½" x 11" plain white paper, typed.

B. QUESTIONS AND COMMUNICATION

All questions must be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received by 2:00 p.m. on June 28 at the above location. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect. Questions and answers will be distributed to all firms known to have obtained the RFP document from the City.

C. ADDENDA

In the event it becomes necessary to revise, change, modify, or cancel this RFP or to provide additional information, addenda will be issued to all known recipients of this RFP.

D. ACCEPTANCE PERIOD

Proposals in response to this RFP must be valid for a period no less than 120 days from the closing date.

E. RFP CONDITIONS AND PROVISIONS

A duly authorized official of the proposing company must sign the proposal. The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. Any alteration, erasure, or interlineations by the proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All proposers are required to complete all information requested in this RFP. Failure to do so may result in the disqualification of proposal.

The City reserves the right to postpone or cancel or this RFP, or reject all proposals, if in its judgment it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposal(s), or to award contract for the items hereon, in part or whole, if it is determined to be in the best interests of the City to do so.

The successful proposer shall be in complete compliance with all of the specifications, terms, and conditions of this RFP as outlined above.

The City shall not be liable for any costs incurred by the proposer in the preparation of proposals or for any work performed in connection therein.

The City reserves the right to reject any or all proposals. All proposals and supporting materials submitted in response to this RFP will become the property of the City.

F. SMALL BUSINESS ENTERPRISE PROGRAM

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

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

G. LOCAL BUSINESS PROGRAM

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: <http://mypompanobeach.org/directory/btr/index.html>

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

H. SELECTION/EVALUATION PROCESS

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

The Committee will rank responses based upon the following criteria:

- | | |
|--|---------------|
| 1. Prior experience with projects of similar size: | 0 – 15 points |
| a. Number of similar projects | |
| b. Prior experience with the City of Pompano Beach | |
| c. Three references | |
| 2. Qualification of personnel: | 0 – 10 points |
| a. Number of staff | |
| b. Experience of staff in this type of environment | |

- 3. Availability of personnel: 0 – 10 points
 - a. Current number of concession contracts
- 4. Proximity of the headquarters or nearest office to the City of Pompano Beach: 0 – 5 points
- 5. Financial Responsibility 0 – 20 points
- 6. Equipment and services to be provided: 0 – 20 points

Beach Equipment Rental

- a. Type (cabanas, chaises, umbrellas, floats, etc.)
- b. Age of equipment
- c. Schedule of rental fees for all equipment indicated above
- d. Additional services to be offered at beach

Marketing Plan

- 7. Payment guarantee to the City 0 – 20 points

MAXIMUM TOTAL POINTS 100

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 firm should submit documents that provide evidence of capability to provide the services required for the committee’s review for shortlisting purposes. The shortlisted firms 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 firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

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

I. INSURANCE

The insurance described herein reflects the insurance requirements deemed necessary for this project by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations, construction, and/or installation of improvements until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance
 - a) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - b) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

3. Real & Personal Property Insurance

The Contractor is responsible for any loss or damage to tools, equipment, and supplies at the job site and is responsible for any loss or damage to buildings being constructed until that building is completed and a certificate of occupancy is issued.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
GENERAL LIABILITY		MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE	
XX	comprehensive form		
XX	premises - operations	bodily injury	
—	explosion & collapse		
	hazard	property damage	
—	underground hazard		
XX	products/completed		
	operations hazard	bodily injury and	
XX	contractual insurance	property damage	
XX	broad form property	combined	
	damage		
XX	independent contractors		
XX	personal injury	personal injury	
AUTOMOBILE LIABILITY		MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE	
		bodily injury	
		(each person)	
		bodily injury	
		(each accident)	
XX	comprehensive form	property damage	
XX	owned		
XX	hired	bodily injury and	
XX	non-owned	property damage	
		combined	
REAL & PERSONAL PROPERTY			
XX	comprehensive form		Organization must show proof they have
	this		coverage.
EXCESS LIABILITY			
XX	umbrella form	bodily injury and	
	other than umbrella	property damage	
		combined	
		\$2,000,000.	\$2,000,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

J. INDEMNIFICATION

Concessionaire assumes all risk in the operation of the Pier and beach equipment concession, and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and hereby covenants and agrees to indemnify the save harmless City and its officers, agents, and employees from any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature including the payment of all attorneys' fees, whether direct or indirect, arising out of the actions taken pursuant to this Agreement, the operation of said Pier and beach equipment concession, or the carelessness, negligence or improper conduct of Concessionaire or any agent, servant, employee, contractor, patron, customer and supplier, which responsibility shall not be limited to the insurance coverage herein provided.

K. INDEPENDENT CONTRACTOR

It is understood between the parties that the relationship of City and Concessionaire is that of an independent contractor. Applicant shall have no authority to employ any person as an employee or agent on behalf of the City for any purpose. Neither the Concessionaire nor any person engaging in any work relating to Concessionaire's rights and obligations set forth herein at the request of or with the consent (whether actual or implied) of Concessionaire shall be deemed an employee or agent of the City, nor shall any such person represent himself to others as an employee or agent of the City. Should any person indicate to the Concessionaire or any employee or agent of the Concessionaire by written or oral communication to the Concessionaire that the person believes the Concessionaire or an employee or agent of the Concessionaire to be an employee or agent of the City, the Concessionaire shall use its best efforts to correct or cause its employee or agent to correct that belief.

L. STANDARD PROVISIONS

1. Governing Law

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

2. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of 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.

3. 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.

4. Public Entity Crimes

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

5. Patent Fees, Royalties, And Licenses

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

6. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, taxes, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation.

7. Familiarity With Laws

The selected Proposer is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the lease and development of project. Ignorance on the part of the Proposer will in no way relieve him /her from responsibility.

8. Withdrawal Of Proposals

A Proposer may withdraw his proposal without prejudice to himself no later than the advertised deadline for submission of proposals, by communicating his purpose in writing to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

9. Composition Of Project Team

Proposer will be required to commit that the personnel and/or principals named in the proposal shall remain assigned to the "project" throughout the period of the contract unless provided for otherwise in a negotiated contract. No diversion or substitution of personnel or principals will be allowed without submission of a written request with the qualifications and experience of the proposed replacement. The approval of the City will be required for any such diversion or substitution.

10. Variances

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

11. Contact Information

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

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 and conditions, specifications, addenda, legal advertisement and conditions contained in the RFP #H-40-11. I have read RFP H-40-11 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 Name (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone Number _____ Fax _____

Signature _____ Date _____

Addendum acknowledgment – Proposer acknowledges that the following addenda have been received and are included in this proposal:

Addendum No./Date Issued _____

Quarterly Payments

QUARTERLY PAYMENTS – YEARS 1-3: \$ _____ X 12 = \$ _____ *

GRAND TOTAL FOR 3 YEAR CONCESSION PERIOD: \$ _____

* to be increased for Years 2-3, and any renewal years, by the CPI-UC, as stated herein



RFP NO. H-10-11

OCEANSIDE BEACH SERVICE INC.



City Of Pompano Beach

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Title Page

Pompano Beach Request For Proposals H-40-11 Beach Equipment Concession

July 5, 2011

Oceanside Beach Service FEIN - 65-0296488

PO Box 13018, North Palm Beach, Florida 33408

Michael J. Novatka President

561-568-7861

UNDERSTANDING THE CITY'S NEED FOR THE BEACH CONCESSION

(Letter Of Transmittal)

Oceanside Beach Service understands the need for The City of Pompano Beach to provide top quality beach **service** to their residents and guests. OBS will show it's value as Pompano Beach's beach **service** concessionaire by increasing the value of the beach experience on the public beach. Our seasoned beach staff will have all the local Pompano Beach business's on the tip of their tongue to refer the inquiring public. We understand that Pompano Beach wants to provide a pleasurable experience for your residents and guests on the beach to further enhance the value of living in, and visiting Pompano Beach. Please read our offering in this proposal and understand that, going forward, OBS will provide the same valuable beach **service** experience that our customers have become accustomed to in our other beaches, while joining in a partnership with The City Of Pompano Beach to grow the Pompano Beach experience into something your residents and guests will enjoy for many years to come. OBS has been in operation for over 30 years and will comply with all of the Scope Of Services detailed in the RFP. OBS will supply the necessary labor for placement of all equipment and services as specified.

Michael J. Novatka

President, Oceanside Beach Service

PO Box 13018, North Palm Beach FL 33408

561-568-7861



Daily Operations Plan

(services)

7 days a week 365 days a year

7AM - 5PM

Summer - May 1st- October 31st

Winter - November 1st- April 30th

At 7 AM the Oceanside Beach Service staff of 5 beach attendants begin placing the beach equipment. OBS configures the beach setup differently depending on the current season. In the summer season the double wooden lounges are faced towards the ocean with two cushions and an umbrella. During the winter season the double wooden lounges are faced to the south and each has a cabana hood attached to the frame. The reason for the different placements are that in the summer the location of the sun and the prevailing winds dictate that the best beach experience will be achieved with the setups facing east. In the winter the sun is at a lower angle and the cooler prevailing winds can be blocked by raising the cabana hood, maximizing the warm winter sun.

Anchoring methods:

The umbrella is worked down into the sand by an experienced beach attendant and tilted to the proper angle. Over 30 years of experience has proven that this is the safest, and leaves the least environmental impact. The cabana hoods are attached to the double lounges with 5x1/4 inch, hex head, galvanized nut and bolt on each side.

At 5 PM the OBS staff begins the process of preparing the beach equipment for overnight storage. The lounges are adjusted to their original locations, the beach area is cleaned and the OBS beach equipment is stored safely and securely as per the OBS storage plan.

OBS staff keeps the beach clean and patrols the OBS areas regularly throughout the day. The lounges, chairs, umbrellas and cabanas are adjusted constantly to assure maximum enjoyment by the guests. Beach guests providing their own equipment are accommodated as any other guest visiting the beach.



Summer Setup



Winter Setup

Rental Rates

Guest Rental Rates

Oceanside Beach Service Price List Pompano Beach, Florida

Beach Setup \$10 Hour \$30 Day

* Setup includes: 2 lounges & Umbrella or Cabana

Lounge Chair\$5 Hour \$10 Day

Umbrella\$5 Hour \$15 Day

Boogie Board and Floats\$5 Hour \$15 Day

Snorkeling Gear\$10 Hour \$25 Day

(Mask, Fins, Flag, Snorkel)

Sand Toys And Games **Market Price**

Sun Tan And Skin Care Products **Market Price**

Oceanside Apparel **Market Price**

Multi-day Rate Available upon request

Florida Sales Tax Applies



Hurricane Plan

Ocean Beach Services has successfully responded to three hurricanes, Francis, Jean, and Wilma, while managing our public and private beaches in South Florida. The OBS Beach Operator communicates with the proper authorities during a hurricane approach. When the hurricane condition rises to a warning level, OBS has staff and equipment at the ready to evacuate all OBS equipment to the OBS warehouse. When instructed by the designated beach authority OBS staff evacuates the beach of all OBS Beach equipment. This process takes no more than 8 hours. When beach conditions return to normal, and with the permission of the designated beach authority OBS returns the beach to operating condition within the same time frame.



Storage plan

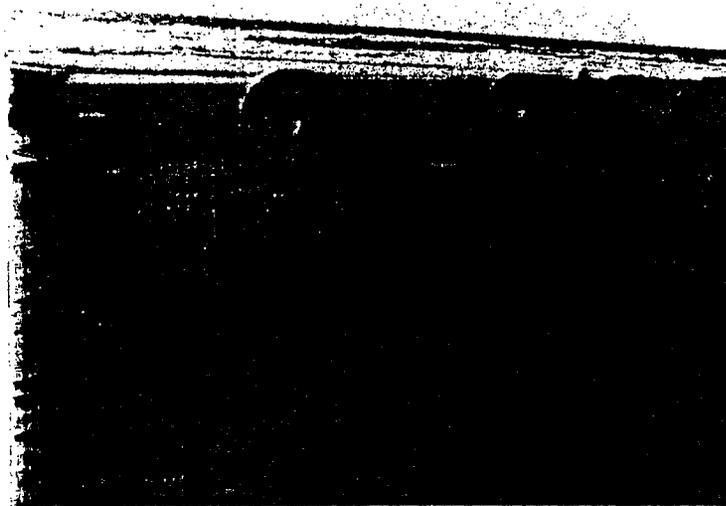
Cushions are stacked at the back of the beach covered with a waterproof mat cover and fastened with ropes ties.

Strap lounges are stacked along the back of the beach and are secured with a locked cableing system.

Foldout chairs with footrests and umbrellas are stored in beach boxes located along the back of the beach.

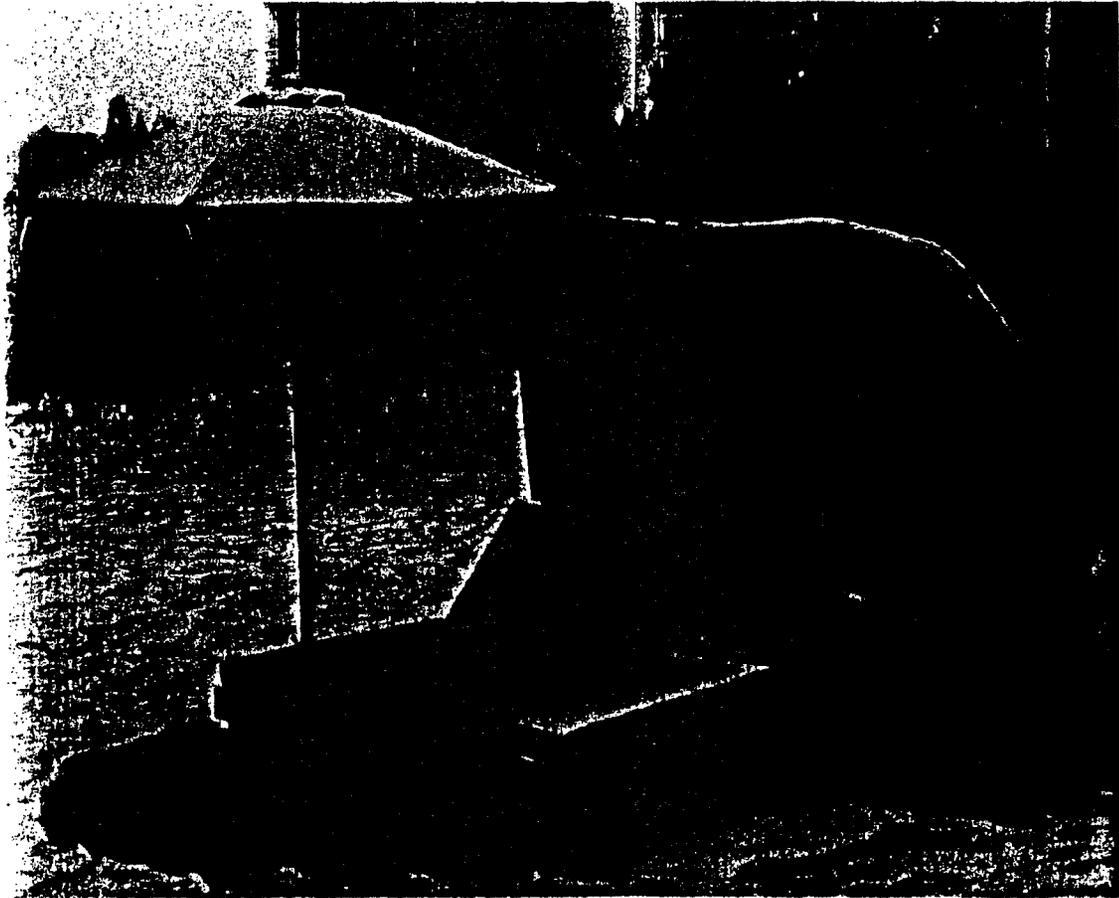
Lounges and cabana hoods are left in their original setup locations.

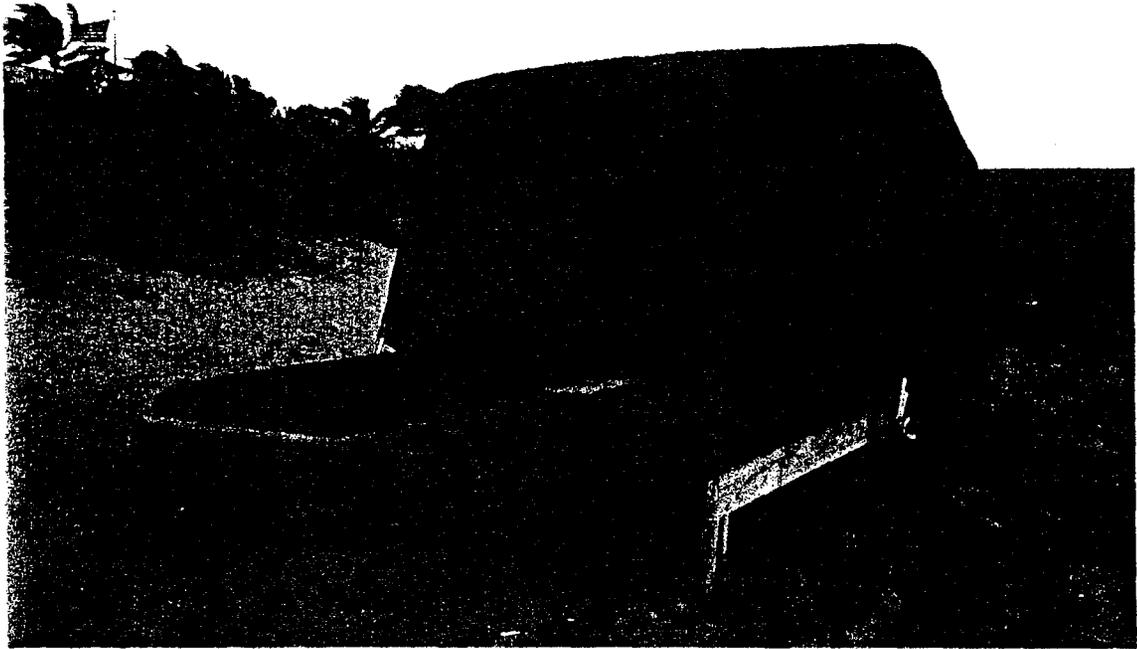
While managing the beaches for the last 30 years with increasing inventory every year OBS has experience minimal loss and damage using our current storage methods.



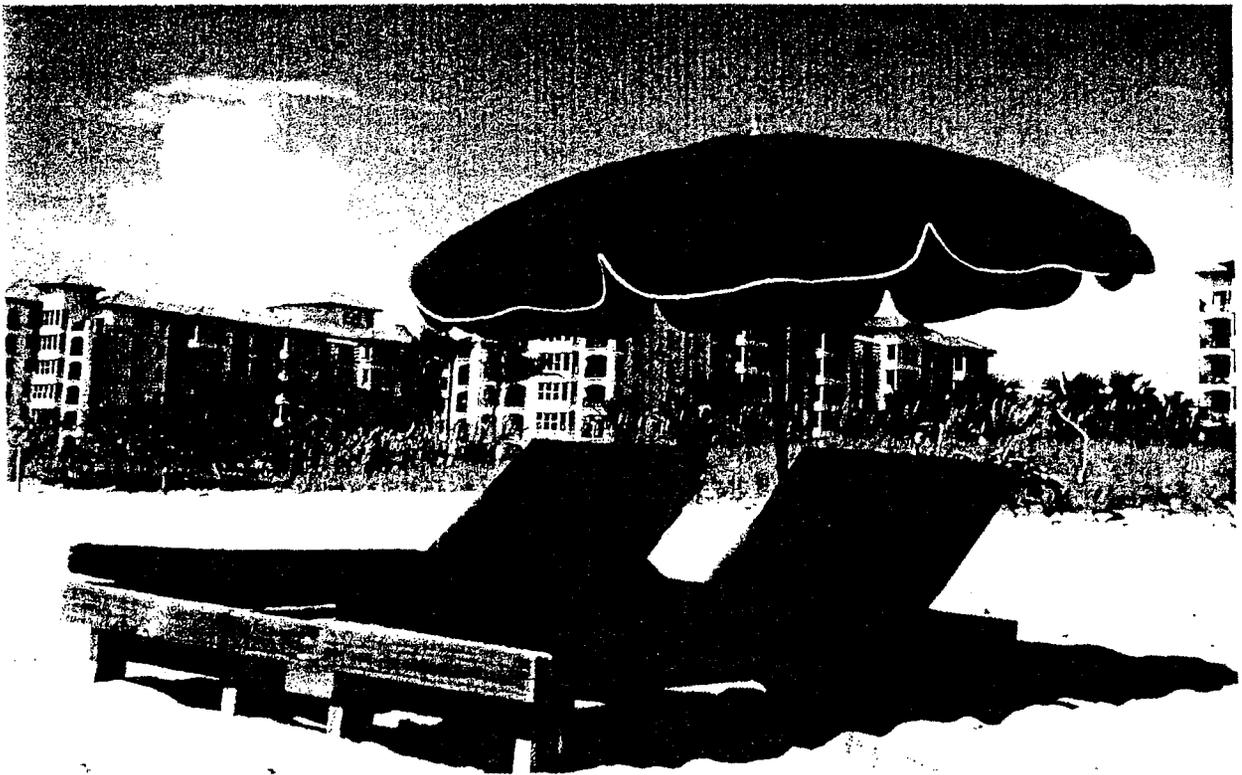
Equipment

Oceanside Beach Service will manufacture or purchase all the required equipment for the Pompano beach service contract. OBS maintains a facility in Riviera Beach where all manufacturing, storage and repair services are performed. Any equipment issues at Pompano Beach can be addressed within one hour, and as a regular part of OBS procedure the equipment is monitored and serviced on a daily basis.





Double Wooden Lounge With Table
Two Cushions ,Cabana Hood.



Double Wooden Lounge With Table
Two Cushions, Umbrella

Specifications

Strap Lounge

- **Manufacturing Company** Tropitone
- **Style** Chaise Lounge
- **Construction** Aluminium
- **Size** 79.5" x 24"
- **Weight** 19 Lbs
- **Frame Color** Off White
- **Strap Width** 2"
- **Stacking Quantity** 16

Cushion

- **Fabric** Texaline
- **Thickness** 3"
- **Color** Blue (Forest Green at Atlantic Dunes)
- **Size** 69.5" x 22.5"

Cabana

- **Manufacturing Company** Oceanside Beach Service
- **Fabric** Sunbrella
- **Size** 52" H x 47" L x 57" W
- **Construction** Aluminium Ribs and Stainless Steel Bolts
- **Color** Blue (Forest Green AT Atlantic Dunes)

Umbrella

- **Manufacturing Company** Oceanside Beach Service
- **Fabric** Sunbrella
- **Size** 7.5' H x 8' W
- **Color** Blue

Specifications

Sand Arm Chair With Foot Rest

- **Manufacturing Company** Anywhere Chair Inc.
- **Construction** Solid Oak Wood Frame With Brass Hardware
- **Size** 41" x 24"
- **Weight** 16 Lbs
- **Fabric** Sunbrella
- **Size** 41" x 24"

Double Wooden Lounge

- **Manufacturing Company** Oceanside Beach Service
- **Construction** Pressure Treated Pine With Galvanized Hardware
- **Size** 13" H x 56" W x 72" L



Umbrella/Armchairs With Footrest



Umbrella Two Strap Lounges

Additional Amenities and Services

- Oceanside Beach Service can provide rentals in addition to cabanas and beach chairs
- Boogie Boards
- Paddle Boards
- Snorkeling
- Sand And Beach Toys And Games
- Bicycles
- Floats

Marketing Plan

Oceanside Beach Service maintains a web site at www.beachservice.com. We have over 5000 current yearly members who are South Florida residents or vacationers from all over the world. Our web site is configured to give optimum, Oceanside Beach Service, and South Florida beach information to internet users anywhere in the world! Our **Oceanside Beach Club** members can take advantage of discounts at participating restaurants and shops in the South Florida area. We plan to have BeachCams at some of our locations to allow the world to see the best beaches in the world. The City of Pompano Beach will join our other, world class, beaches as not only providing a great beach experience to their residents and guests, but it opens Pompano Beach up to the 5000 **Oceanside Beach Club** members who will be notified that Pompano Beach has joined the **Oceanside Beach Club** family. Oceanside Beach Services distributes rack cards throughout South Florida which will allow the City of Pompano Beach to enjoy an ever increasing amount of visitor business going forward.

Profile

Oceanside Beach Service has been doing business in Florida for over 30 years. OBS maintains operations in Martin, Palm Beach, and Broward counties. OBS maintains a facility in Riviera Beach where we manufacture, service, and store our beach equipment. It is minutes from RT 95 with Pompano Beach less than one hour away.

Current Beach Service Operations

Oceanside Beach Service provides beach service at the following locations:

Martin County Municipal Beach	100 setups
Marriott , Hutchinson Island	50 setups
Marriott's, Ocean Pointe	100 setups
City of Riviera Municipal Beach	100 setups
Marriott Oceana Palms	75 setups
Ritz Carleton Singer Island	100 setups
Ocean Tree Condos, Singer Island	60 setups
Sugar Sands, Singer Island	30 setups
Oasis Condos, Singer Island	20 setups
Martinique II, Singer Island	40 setups
Cote D'Azur Condos, Singer Island	30 setups
Delray Municipal Beach, Delray	250 setups
Dania Municipal Beach, Dania	100 setups
Crowne Plaza, Hollywood	50 setups
Hallandale Municipal Beach, Hallandale	100 setups
City of Deerfield Municipal Beach	100 setups
City of Boynton Municipal Beach	100 setups

Meeting Date: July 14, 2015

Agenda Item: 13

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 APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS
TO EXECUTE A SATISFACTION OF MORTGAGE PERTAINING TO A FIRST TIME
HOMEBUYER LOAN GIVEN BY THE CITY OF POMPANO BEACH TO YVETTE
BROOKS, A SINGLE WOMAN, PROVIDING AN EFFECTIVE DATE
(Fiscal impact: \$30,000)

Summary of Purpose and Why:

This Resolution authorizes execution for reasons of hardship the attached Satisfaction of Mortgage securing \$30,000 in SHIP First Time Homebuyer funds loaned to Yvette Brooks in 2007. The City will be paid \$3,000 to satisfy its lien. The property is under short sale contract for \$90,000.00.

The present First Mortgage holder, Caliber Home Loans, has agreed to accept \$69,652.39 in satisfaction of the loan's \$111,454.81 loan's face value. Ms. Brooks will not receive any sale proceeds.

- (1) Origin of request for this action: Office of Housing and Urban Improvement
- (2) Primary staff contact: Miriam Carrillo, Director Ext. 4656
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: SHIP Funds in the amount of \$30,000

DEPARTMENTAL COORDINATION

OHUI	_____
City Attorney	<u>7/7/15</u>
Finance	_____
Budget	<u>7-7-15</u>

DEPARTMENTAL RECOMMENDATION

Approval	_____
<i>Approval</i>	_____
<i>Approval</i>	_____

DEPARTMENTAL HEAD SIGNATURE

Mark Korman/mc
[Signature]
[Signature]

[Signature]

City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

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



City of Pompano Beach
Office of Housing and Urban Improvement

Memorandum No. 15-186

MEMORANDUM

DATE: June 29, 2015

TO: Dennis Beach, City Manager

THROUGH: Gordon Linn, City Attorney

FROM: Miriam Carrillo, Director *M. Korman for MC*

RE: **Agenda Item - Approval for Short Sale Satisfaction of Mortgage
Brooks – 635 NW 21st Avenue**

This Resolution authorizes execution for reasons of hardship the attached Satisfaction of Mortgage securing \$30,000 in SHIP First Time Homebuyer funds loaned to Yvette Brooks in 2007. The City will be paid \$3,000 to satisfy its lien. The property is under short sale contract for \$90,000.00.

The present First Mortgage holder, Caliber Home Loans, has agreed to accept \$69,652.39 in satisfaction of the loan's \$111,454.81 loan's face value. Ms. Brooks will not receive any sale proceeds.

Please present the attached Resolution and Satisfaction of Mortgage to the City Commission on July 14, 2015 for approval.

Thank you.

Attachments: Resolution
Satisfaction of Mortgage
HUD-1
Mortgage Deed

COMMUNICATIONS SECTION
JUL 1 2015 10:00 AM
COMMUNICATIONS SECTION

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SATISFACTION OF MORTGAGE PERTAINING TO A FIRST TIME HOMEBUYER LOAN GIVEN BY THE CITY OF POMPANO BEACH TO YVETTE BROOKS, A SINGLE WOMAN, PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Satisfaction of Mortgage pertaining to a First Time Homebuyer Loan given by the City of Pompano Beach, a copy of which satisfaction 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 Satisfaction of Mortgage.

SECTION 3. That Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

THIS INSTRUMENT PREPARED BY:

Office of Housing and Urban Improvement
City of Pompano Beach
P. O. Box 1300
Pompano Beach, Florida 33061

SATISFACTION OF MORTGAGE

The **CITY OF POMPANO BEACH**, located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, the undersigned owner and holder of a certain mortgage deed and of the indebtedness secured by it, made by YVETTE BROOKS, of 635 NW 21ST Avenue, Pompano Beach, Florida 33069, to the CITY OF POMPANO BEACH for Thirty Thousand and 00/100 Dollars (\$30,000.00) dated October 31, 2007 and recorded in Official Records Book 44789, Pages 1592-1595, of the Public Records of Broward County, Florida, the property situate in Broward County, Florida, described as follows, to-wit:

**635 NW 21st Avenue
Pompano Beach, Florida, 33069**

A portion of Parcel "A" of Sabal Chase, according to the Plat thereof, as recorded in Plat Book 173, Page 51, of the Public Records of Broward County, Florida being more particularly described as follows:

Commencing at the Southeast corner of said Parcel "A; Thence N00°58'16"W, along the East line of said Parcel "A", a distance of 110.56 feet; Thence S89°01'44"W, A distance of 285.34 feet; Thence N00°58'16"W, a distance of 37.00 feet, To the Point of Beginning; Thence S89°01'44" W, a distance of 28.00 feet; Thence N00°58'16" W, a distance of 52.00 feet; Thence N89°01'44" E, a distance of 28.00 feet; Thence S00°58'16" E a distance of 52.00 feet to the Point of Beginning.

A/K/A Building 4, Unit 1, 635 NW 21st Avenue, Pompano Beach, Florida 33069

does acknowledge by and through its undersigned officials that the above-described indebtedness has been satisfied, and by this instrument does cancel the above-described mortgage and the indebtedness secured by said mortgage.

"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



A. Settlement Statement (HUD-1)

B. Type of Loan				6. File Number	7. Loan Number	8. Mortgage Insurance Case Number	
1. <input checked="" type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	4. <input type="checkbox"/> VA	JK14619	324567091		
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.							
D. Name and Address of Borrower FAITH K. IRVING 635 NW 21ST AVENUE POMPANO BEACH, FL 33069			E. Name and Address of Seller YVETTE BROOKS 635 NW 21ST AVENUE POMPANO BEACH, FL 33069		F. Name and Address of Lender PARAMOUNT RESIDENTIAL MORTGAGE GROUP		
G. Property Location 635 NW 21ST AVENUE POMPANO BEACH, FL 33069				H. Settlement Agent (954-332-3111) Joseph L. Kohn, P.A. 6300 NW 5th Way, #100, Ft Laud FL 33309		I. Settlement Date 07/10/15	
Place of Settlement 6300 NW 5th Way Suite 100 Fort Lauderdale, FL 33309							
J. SUMMARY OF BORROWER'S TRANSACTION:				K. SUMMARY OF SELLER'S TRANSACTION:			
100. GROSS AMOUNT DUE FROM BORROWER				400. GROSS AMOUNT DUE TO SELLER			
101. Contract sales price		90,000.00		401. Contract sales price		90,000.00	
102. Personal property				402. Personal property			
103. Settlement charges to borrower (line 1400)		2,753.88		403.			
104.				404.			
105.				405.			
Adjustments for items paid by seller in advance				Adjustments for items paid by seller in advance			
106. City/town taxes	to			406. City/town taxes	to		
107. County taxes	to			407. County taxes	to		
108. Assessments	to			408. Assessments	to		
109.				409.			
110.				410.			
111.				411.			
112.				412.			
120. GROSS AMOUNT DUE FROM BORROWER				420. GROSS AMOUNT DUE TO SELLER			
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER				500. REDUCTIONS IN AMOUNT TO SELLER			
201. Deposit or earnest money		500.00		501. Excess Deposit (see instructions)			
202. Principal amount of new loan(s)		86,850.00		502. Settlement charges to seller (line 1400)		8,180.00	
203. Existing loan(s) taken subject to				503. Existing loans taken subject to			
204.				504. Payoff of first mortgage loan		69,652.39	
205.				CALIBER HOME LOANS			
				505. Payoff of second mortgage loan			
206.				506. FLORIDA HOUSING FINANCE CORP.		3,000.00	
207.				507. THE CITY OF POMPANO		3,000.00	
208.				508.			
209.				509.			
Adjustments for items unpaid by seller				Adjustments for items unpaid by seller			
210. City/town taxes	to			510. City/town taxes	to		
211. County taxes	01/01 to 07/10	445.84		511. County taxes	01/01 to 07/10	445.84	
212. Assessments	07/01 to 07/10	21.77		512. Assessments	07/01 to 07/10	21.77	
213.				513.			
214.				514.			
215. SELLER CREDIT TOWARDS BUYERS C.C./PREPAIDS		2,700.00		515. SELLER CREDIT TOWARDS BUYERS C.C./PREPAIDS		2,700.00	
216.				516.			
217.				517. SELLER INCENTIVE - YVETTE BROOKS		3,000.00	
218.				518.			
219.				519.			
220. TOTAL PAID BY / FOR BORROWER				520. TOTAL REDUCTION AMOUNT DUE SELLER			
300. CASH AT SETTLEMENT FROM OR TO BORROWER				600. CASH AT SETTLEMENT TO OR FROM SELLER			
301. Gross amount due from borrower (line 120)		92,753.88		601. Gross amount due to seller (line 420)		90,000.00	
302. Less amounts paid by/for borrower (line 220)		90,517.61		602. Less reduction amount due to seller (line 520)		90,000.00	
303. CASH	FROM	BORROWER	2,236.27	603. CASH	TO	SELLER	0.00

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on Line 401 above constitutes the Gross Proceeds of this transaction.

SELLER INSTRUCTIONS: To determine if you have to report the sale or exchange of your primary residence on your tax return, see the Schedule D (Form 1040) instructions. If the real estate was not your primary residence, complete the applicable parts of Form 4797, Form 6252, and/or Schedule D (Form 1040).

You are required by law to provide the settlement agent with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject

L SETTLEMENT CHARGES:		File Number: JK14619		
700. Total Real Estate Broker Fees		5,400.00	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of commission (line 700) as follows:				
701. \$	2,700.00 to	CENTURY 21 HANSEN REALTY		
702. \$	2,700.00 to	CENTURY 21 HANSEN REALTY		
703. Commission paid at Settlement				5,400.00
704. FLAT FEE COMMISSION		CENTURY 21 HANSEN REALTY	225.00	
705.				
800. Items Payable in Connection with Loan			P.O.C.	
801. Our origination charge	\$	(from GFE#1)		
802. Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE#2)		
803. Your adjusted origination charges		(from GFE A)		
804. Appraisal fee		(from GFE#3)		
805. Credit report		(from GFE#3)		
806. Tax service		(from GFE#3)		
807. Flood certification		(from GFE#3)		
808.				
809.				
810.				
811.				
812.				
813.				
814.				
900. Items Required by Lender to Be Paid in Advance				
901. Daily interest charges	from	to	@ \$ /day	(from GFE#10)
902. Mortgage insurance premium	for	to		(from GFE#3)
903. Homeowner's insurance	for	to		(from GFE#11)
904.				
905.				
1000. Reserves Deposited with Lender				
1001. Initial deposit for your escrow account			(from GFE#9)	
1002. Homeowner's insurance	mo. @ \$		per mo. \$	
1003. Mortgage insurance	mo. @ \$		per mo. \$	
1004. City property taxes	mo. @ \$		per mo. \$	
1005. County property taxes	mo. @ \$		per mo. \$	
1006. Annual Assessments	mo. @ \$		per mo. \$	
1007.	mo. @ \$		per mo. \$	
1008.	mo. @ \$		per mo. \$	
1009. Aggregate Adjustment			\$	
1100. Title Charges				
1101. Title services and lender's title insurance			(from GFE#4)	917.53
1102. Settlement or closing fee	LAW OFFICE OF JOSEPH L. KOHN, P	\$	650.00 (from GFE#4)	850.00
1103. Owner's title insurance	WESTCOR/JOSEPH L. KOHN, P.A.		(from GFE#5)	517.50
1104. Lender's title insurance	WESTCOR LAND TITLE INSURANCE	\$	129.25	
1105. Lender's title policy limit	86,850.00 --- 25.00			
1106. Owner's title policy limit	90,000.00 --- 517.50			
1107. Agent's portion of the total title insurance premium	WESTCOR/JOSEPH L. KOHN, P.A./WESTCO	\$	452.73	
1108. Underwriter's portion of the total title insurance premium	WESTCOR LAND TITLE INSURANCE COMPA		194.02	
1109. Endorsements	Lender's \$104.25 (from GFE#4)			
1110. DIGITAL STORAGE FEE	IDEAS TO GROW, INC.	\$	80.00 (from GFE#4)	
1111. STATUTORY SURCHARGE OI	WESTCOR LAND TITLE INSURANCE	\$	3.28 (from GFE#4)	
1112. COURIER/FED-EX/WIRE	LAW OFFICE OF JOSEPH L. KOHN, P	\$	75.00 (from GFE#4)	50.00
1113. ABSTRACT/TITLE SEARCH	WESTCOR/JOSEPH L. KOHN, P.A.			200.00
1200. Government Recording and Transfer Charges				
1201. Government recording charges			(from GFE#7)	221.00
1202. Deed \$ 34.00	Mortgage \$ 187.00		Releases \$	
1203. Transfer taxes			(from GFE#8)	477.85
1204. City/county tax/stamps	Deed \$		Mortgage \$	
1205. State tax/stamps	Deed \$ 830.00		Mortgage \$ 304.15	630.00
1206. Intangible Tax	Deed \$		Mortgage \$ 173.70 (from GFE#8)	
1207.				
1208.				
1300. Additional Settlement Charges				
1301. Required services that you can shop for			(from GFE#6)	395.00
1302. DOCUMENT PREPARATION	LAW OFFICE OF JOSEPH L. KOHN, P.A.		(from GFE#6)	250.00
1303. CITY LIEN SEARCH	CLEAR CHOICE TAX & LIEN SERVICE, INC.		(from GFE#6)	250.00
1304. ESTOPPEL REIMBURSE	CLEAR CHOICE TAX & LIEN SERVICE, INC.		(from GFE#6)	250.00
1305. SURVEY	ALL COUNTY SURVEYORS, INC.	\$	395.00 (from GFE#6)	
1306. PAST DUE HOA FEES	SABAL CHASE HOMEOWNER'S ASSOCIATION		(from GFE#6)	300.00
1307.				
1308.				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			2,753.88	8,180.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

FAITH K. IRVING

YVETTE BROOKS

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Joseph L. Kohn, P.A.
By: _____

Date: July 10th, 2015

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.



13801 Wireless Way.
PO Box 24610
Oklahoma City, OK 73134
Tel: 866-650-0968
Fax: 405-553-4705

SHORT SALE ACCEPTANCE

6/4/2015

Yvette Brooks

6093 Mission Dr

Lakeland FL 33812

Re: Short Sale of Property Yvette Brooks;
Loan Number: 9801256646
Property Address: 635 NW 21st Ave

Pompano Beach FL 33069

This letter serves to confirm that Caliber Home Loans , ("Caliber") has approved a short sale for the mortgaged property located at the above address, subject to the following conditions:

1. The closing and funding is to be no later than 7/10/2015.
2. The contract sales price and closing costs have been negotiated and are authorized as follows:
 - a. The contract sales price shall not be less than **\$90,000.00**. The property is to be sold in "AS IS" condition.
 - b. The total real estate agent's commissions to be withheld from the net proceeds check shall not be greater than **\$5,400.00**.
 - c. The seller's settlement charges to be withheld from the net proceeds check shall not be greater than **\$14,947.61**. The sellers settlement charges include **\$300.00** for HOA, **\$2,700.00** for buyer credit, **\$3,000.00** for seller credit, and **\$7,850.00** for Closing cost and payoff to Jr liens. If applicable, the maximum allowed to the junior lien holder to release their lien is **\$6,000.00**.
 - d. If Caliber services the junior lien, the loan number is N/A and is included in this acceptance.
 - e. A seller contribution in the amount of **\$0.00** is needed to close this short sale.
 - f. If this loan has PMI, final closing cannot take place until a PMI disposition is received by the closing agent/attorney. A separate document will be emailed to the closing agent/attorney prior to close of escrow; and could alter the terms of this acceptance letter. This loan has PMI: No.
3. The net proceeds check to Caliber at closing shall not be less than **\$69,652.39**. Any additional fees/costs associated with the sale must be negotiated among and paid for by the

seller, buyer, and /or real estate agent(s).

4. The actual payoff due through the anticipated close of escrow date is estimated at **\$111,454.81**. The payoff includes unpaid principal balance, accrued interest, late charges, negative escrow reserve, and delinquency expenses. If there is a positive escrow balance at time of closing, the closing agent will forward the surplus funds to Caliber . Caliber will retain the funds and credit them to the deficiency balance. If there is a positive escrow reserve balance or outstanding hazard insurance claim, Caliber will retain this balance and credit it to the deficiency balance.
5. All hazard insurance policies must be cancelled and proof of cancellation provided at closing of the short sale. All hazard insurance policy refunds must be sent to Caliber at the address below.
6. The seller or buyer shall not receive any cash from this short sale and the HUD-1 shall provide that no cash is to be paid to the seller or buyer from the closing or outside of closing, as result of the sale of the property; unless approved in the settlement charges.
7. The seller authorizes Caliber to disclose the terms and conditions of this letter to any buyer, real estate agent, attorney, settlement agent, or other party to the sale of the property as Caliber may deem reasonable and necessary to the sale of the property.
8. At least two business days before the scheduled closing, the closing agent/attorney is to forward the final HUD-1 settlement statement to Caliber for approval.
9. Within one business day after closing, the closing agent/attorney is to forward to Caliber :
 - a. A copy of the fully executed sales contract with all addenda.
 - b. A copy of the fully executed HUD-1 settlement statement.
 - c. Proceeds, as described in condition 3, shall be made payable to Caliber Home Loans. However, the closing agent is encouraged to wire the funds to Caliber .
 - d. If applicable, fully-executed promissory note in the amount of **\$0.00**. If there is not a dollar amount listed in this section, Caliber is not requiring a promissory note.

The above items should be sent overnight to:

Caliber Home Loans
Home Lending / Short Sale Department
13801 Wireless Way
Oklahoma City, OK 73134
Tel: 866-650-0968
CALIBERCARES@CALIBERHOMELOANS.COM
Attn: Shawn Enders

10. Caliber will release its lien(s) upon the property once all conditions of this letter are satisfied. Caliber or assigns will not pursue a deficiency judgment on the deficient balance.
11. The sale of the property must be an "arms length transaction" between parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise. There are no agreements or understandings between the seller and the buyer that the seller will remain in the property as a tenant or will obtain title or ownership of the property within 10 years of closing. There are no current agreements or offers relating to the sale or subsequent sale of the property that have not been disclosed to Caliber . Caliber requires full disclosure, including all details of this transaction. If Caliber finds full disclosure was not made, this acceptance will become null and void.

12. There may be tax consequences as a result of a short sale or negotiated payoff. You are encouraged to contact a tax professional to identify any tax liabilities you may have.

13. If a bankruptcy is filed by the seller(s), the terms and conditions of this acceptance will become null and void.

14. If the title to this property is transferred, in whole or part, prior to the close of escrow, Caliber Home Loans may rescind this acceptance without further notice.

Notice to Consumers presently in Bankruptcy or who have a Bankruptcy Discharge: If you are a debtor presently subject to a proceeding in a Bankruptcy Court, or if you have previously been discharged from this debt by a Federal Bankruptcy court, this communication is not an attempt to collect a debt but is sent for informational purposes only or to satisfy certain Federal or State legal obligations.

THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A CONSUMER DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Caliber

Signature: _____



13801 Wireless Way.
PO Box 24610
Oklahoma City, OK 73134
Tel: 866-650-0968
Fax: 405-553-4705

Wire Instructions

Acct Name: Caliber Home Loans

Bank Name and location: Bank of America

Acct #: 1291063793

ABA #: 026009593

Reference: Loan Number

Please reference Customers name and Loan number to be properly applied to the account.

April 16, 2015

Aimee Fogle
Century 21 Hansen Realty
3010 East Commercial Boulevard
Ft. Lauderdale, FL 33308

Re: Yvette Brooks
Sale of property located at:
635 NW 21st Avenue
Pompano Beach, FL 33069

Dear Aimee Fogle,

On October 31, 2007, Florida Housing Finance Corporation (FHFC) loaned Yvette Brooks \$43,750.00, for down payment assistance from the HOME program. This loan was evidenced by a promissory note and secured by a mortgage on the property located at 635 NW 21st Avenue, Pompano Beach, FL 33069.

This letter is in response to your request that FHFC accept less than a full payoff of its mortgage. FHFC is amenable to accepting a payoff on the promissory note of not less than \$3,000.00 plus \$10.00 recording fee to facilitate the sale of the property. This agreement is subject to the following conditions:

1. Line 603 of the HUD-1 Settlement Statement, "Cash Due to Seller" must reflect zero dollars, or reflect an amount due **from** seller;
2. **Prior to closing**, FHFC must approve the HUD-1 Settlement Statement. Email HUD-1 to FHFC for approval to the attention of FHFCMortgages@FloridaHousing.org;
3. A copy of the final signed HUD-1 Settlement Statement must be sent with the **payoff funds and \$10.00 recording fee** to FHFC before a mortgage satisfaction will be prepared and recorded.

Questions concerning the above information should be directed to Kenneth Derrickson at (850) 488-4197 or email FHFCMortgages@FloridaHousing.org.

Sincerely,



Barbara E. Goltz
Chief Financial Officer

BG/kd

Rick Scott, Governor

Board of Directors: Bernard "Barney" Smith, Chairman • Natacha Munilla, Vice Chairman
Renier Diaz de la Portilla • Ray Dubuque • John David Hawthorne Jr. • Brian Katz • Leonard Tylka • Howard Wheeler
Bill Killingsworth, Florida Department of Economic Opportunity

Executive Director: Stephen P. Auger

THIS MORTGAGE DEED

INSTR # 107491773
OR BK 44789 Pages 1592 - 1595
RECORDED 11/06/07 12:18:00
BROWARD COUNTY COMMISSION
DOC STMP-M: \$105.00
INT TAX: f1 \$60.00
DEPUTY CLERK 1026
#4. 4 Pages

Executed the 31st day of October A.D. 2007 by

Yvette Brooks, a single woman

hereinafter called the mortgagor, to

THE CITY OF POMPANO BEACH, whose post office address
is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060,

hereinafter called the mortgagee, to:

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.)

Witnesseth, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in Broward County, Florida, via:

A PORTION OF PARCEL "A", SABAL CHASE, ACCORDING TO THE PLAT THEREOF; AS RECORDED IN PLAT BOOK 173, PAGE 51 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE N00°58'16"W, ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 110.56 FEET; THENCE S89°01'44"W, A DISTANCE OF 285.34 FEET; THENCE N00°58'16"W, A DISTANCE OF 37.00 FEET, TO THE POINT OF BEGINNING; THENCE S89°01'44"W, A DISTANCE OF 28.00 FEET; THENCE N00°58'16"W, A DISTANCE OF 52.00 FEET; THENCE N89°01'44"E, A DISTANCE OF 28.00 FEET; THENCE S00°58'16"E, A DISTANCE OF 52.00 FEET TO THE POINT OF BEGINNING.

A/K/A Building 4 , Unit 1 , 635 NW 21 Avenue, Pompano Beach, FL 33069

This is a third mortgage and is inferior to the first mortgage in favor of DFC Mortgage Services, Inc. and the second mortgage in favor of Florida Housing Finance Corporation.

To Have and to Hold the same, together, with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

And the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

Provided Always, that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copies or identified, to-wit:

Exhibit of Promissory Note executed on page 4

PROMISSORY NOTE
FOR PERMANENT THIRD MORTGAGE

FOR VALUE RECEIVED, the undersigned Borrower(s) jointly and severally promise(s) to pay to the order of the CITY OF POMPANO BEACH, or its successors and assigns (herein called "Lender"), the maximum principal sum of Thirty Thousand and 00/100 Dollars (\$30,000.00) such lesser amount as may be endorsed on this note on behalf of lender, which is a loan in the form of a Permanent Third Mortgage.

This permanent third mortgage is at 0% interest rate. Should the property be sold, refinanced or rented, 100% of the original loan amount becomes due and payable to the SHIP Housing Trust Fund.

THIS NOTE with interest is secured by a Mortgage duly filed for record in Broward County, Florida.

If the Borrower shall default in the payment of a first mortgage on the property which secures this Note, and the mortgage holder commences foreclosure on that first mortgage, the entire balance on this Loan shall become due and payable.

All parties to this Note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor. The Borrower hereby waives, to the extent permitted by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

And shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waster, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than the full insurable value in a company or companies acceptable to the mortgagee, the policy or policies to be held by and payable to said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If any sum of money herein referred to be not promptly paid within thirty (30) days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

In Witness Whereof, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

WITNESSES

Tammy Warner
Print Name: Tammy Warner

Print Name: _____

Signed, sealed and delivered
in the presence of:

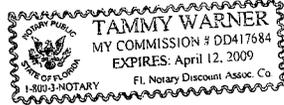
Yvette Brooks
Print Name: Yvette Brooks

Print Name: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me on the 31st day of October, 2007
by Yvette Brooks who is personally known to me or who has produced
Driver License (type of identification) as identification.

NOTARY SEAL:



Tammy Warner
NOTARY PUBLIC, STATE OF FLORIDA

Tammy Warner
Print Name
DD417684
(Commission Number)

**PROMISSORY NOTE
FOR PERMANENT THIRD MORTGAGE LOAN**

OWNER: Yvette Brooks, a single woman

PROPERTY ADDRESS: 635 NW 21st Avenue, Pompano Beach, Florida 33069

PLACE EXECUTED: Broward County

TAX FOLIO NO.: 8233-52-0018 DATE EXECUTED: October 31, 2007

\$ 30,000.00 Maximum

FOR VALUE RECEIVED, the undersigned Borrower(s) jointly and severally promise(s) to pay to the order of the CITY OF POMPANO BEACH, or its successors and assigns (herein called "Lender"), the maximum principal sum of Thirty Thousand and 00/100 Dollars (\$ 30,000.00), or such lesser amount as may be endorsed on this note on behalf of lender, which is a loan in the form of a Permanent Third Mortgage Loan.

This permanent third mortgage is at 0% interest rate. Should the property be sold, refinanced or rented, 100% of the original loan amount becomes due and payable to the SHIP Housing Trust Fund.

THIS NOTE is secured by a Mortgage duly filed for record in Broward County, Florida.

If the Borrower shall default in the payment of a first mortgage on the property which secures this Note, and the mortgage holder commences foreclosure on that first mortgage, the entire balance on this Loan shall become due and payable.

All parties to this Note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor. The Borrower hereby waives, to the extent permitted by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned Borrower(s) as of the date shown above.


Yvette Brooks
PRINT NAME

PRINT NAME

MEMORANDUM

July 7, 2015

TO: City Commission
THRU: Dennis W. Beach, City Manager
FROM: Horacio Danovich, CIP Engineer



Issue

Staff is seeking City Commission approval to execute an Interlocal Agreement with the Pompano Beach Community Redevelopment Agency (“CRA”) to install new lights on Atlantic Boulevard.

Recommendation

Staff recommends Approval.

Background

Staff is seeking City Commission approval to enter into an Interlocal Agreement with the CRA. On March 10, 2015, the City Commission approved a resolution to enter into a construction agreement with FDOT. This agreement was executed to allow the City to replace existing COBRA heads and light poles on Atlantic Boulevard from US 1/Federal Highway to the Atlantic Boulevard Bridge (see Location Map). Previously, the City had entered into a Joint Partnership Agreement (JPA) with FDOT. This agreement allowed the City to make substantial improvements to Atlantic Boulevard including relocating curbs, replacing and widening sidewalks, adding new landscape, etc. One of the design elements sought after by Staff was the replacement of COBRA heads with decorative lights (see Exhibits “A” and “B”). These lights are identical to fixtures selected by FDOT for Broward Boulevard (among other locations). Staff believed these lights are ideally suited as a complement to the rest of the design. However, insufficient funding prevented the City from completing this work. The City has made available funding for this activity through the City’s CIP program. Staff negotiated a Change Order contract with the contractor responsible for all other streetscape work (Burkhardt Construction, Inc.), necessitating this Interlocal Agreement to allow the CRA to complete the project with City funds.

Staff recommends approval of this resolution.

LOCATION MAP



Google earth

feet
meters

2000
600



EXHIBIT "A"



Google earth

feet
meters

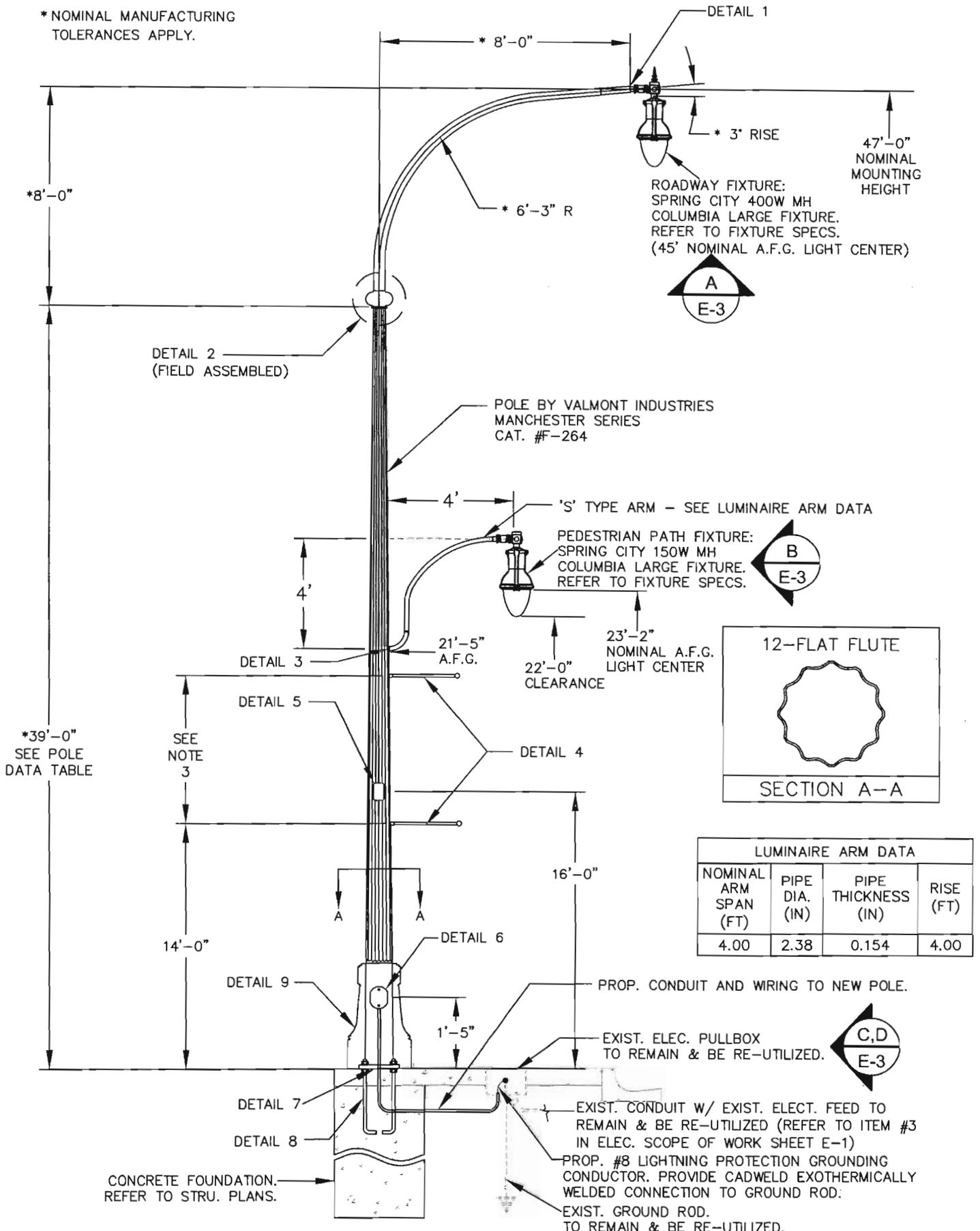
10

5



EXHIBIT "B"

* NOMINAL MANUFACTURING TOLERANCES APPLY.



NOTE: THIS DETAIL IS FOR REPRESENTATION PURPOSES ONLY, ITS SOLE PURPOSE IS TO GIVE A GENERAL OVERVIEW OF HOW THE FINAL PRODUCT WILL APPEAR AFTER MANUFACTURING. DETAIL IS NOT TO SCALE.



City Attorney's Communication #2015-1148

June 23, 2015

TO: Horacio Danovich, CIP Engineer
FROM: Gordon B. Linn, City Attorney
RE: Resolutions – Interlocal Agreement

Pursuant to your e-mail dated June 22, 2015, attached please find the following captioned resolutions:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY; PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY; PROVIDING AN EFFECTIVE DATE.

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



GORDON B. LINN

/jrm
l:cor/engr/2015-1148

Attachments

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Agreement between the City of Pompano Beach and the Pompano Beach Community Redevelopment Agency, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the Pompano Beach Community Redevelopment Agency.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

RESOLUTION NO. _____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. That an Agreement between the City of Pompano Beach and the Pompano Beach Community Redevelopment Agency, 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 officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the Pompano Beach Community Redevelopment Agency.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARGARET GALLAGHER, SECRETARY

GBL/jrm
6/23/15
l:reso/cra/2015-401

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 2015, by and between the

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

and

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Chapter 163, Part III Florida Statutes, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 ("CRA").

WHEREAS, the City Commission of the CITY has, pursuant to Part III, Chapter 163, Florida Statutes ("Redevelopment Act") created a Community Redevelopment Agency for the public purpose of carrying out redevelopment in community redevelopment areas located in the CITY; and

WHEREAS, the CITY desires to have a certain improvement, installation of light poles, made to Atlantic Blvd. from Federal Highway to A1A, hereinafter, "Improvements;" and

WHEREAS, CRA is willing to make the Improvements desired by the CITY if it is reimbursed for the costs of the requested Improvements; and

WHEREAS, CRA has entered into an agreement with Burkhardt Construction, Inc., hereinafter "CONTRACTOR," to provide certain construction on Atlantic Blvd., including the Improvements desired by CITY; and

WHEREAS, CRA presently does not have the funding to pay CONTRACTOR to make the said Improvements; and

WHEREAS, in accordance with the provisions of this Agreement, the CITY is willing to provide the funding if CRA has CONTRACTOR make the Improvements.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the CITY and CRA agree as follows.

**ARTICLE 1
RECITALS INCORPORATED**

The recitals set forth in the "Whereas" clauses above are hereby accepted by the parties and incorporated into this Agreement.

**ARTICLE 2
CRA DUTIES**

The CRA agrees to enter into and be legally bound to the Agreement with CONTRACTOR to perform construction for the Improvements; a copy of said Agreement is attached hereto and made a part hereto.

The CRA will invoice the CITY monthly for all costs determined by CONTRACTOR to be owing, in accordance with the Contract for Improvements.

**ARTICLE 3
CITY DUTIES**

The CITY agrees to pay the costs to CRA as required by and in accordance with the Contract in the sum of \$320,688.85 for the Improvements.

The CITY will assign an engineer to oversee the complete administration of the Contract and acknowledges there will not be CRA staff members available to administer the construction. The CITY's Finance Department staff will coordinate with CRA staff to ensure proper accounting procedures are followed.

**ARTICLE 4
PLEDGE OF COOPERATION**

The parties recognize it will be necessary for both CITY and CRA staff to work closely and coordinate with each other in order to effectuate the intent of this Agreement. Therefore, each party pledges said cooperation.

**ARTICLE 5
TERM**

This Agreement shall take effect as provided in Article 16 of this Agreement and continue in effect until the Improvements are completed. The parties may amend this Agreement by mutual agreement in writing.

Neither the CITY nor CRA may terminate this agreement after the commencement of the Improvements unless CRA is released from the Contract.

ARTICLE 6 INDEMNIFICATION

To the extent permitted by law, the CITY and the CRA shall at all times indemnify, hold harmless and defend, one another, including each other's respective agents and employees from and against all claims, suits, actions, damages or causes of action arising during the term of this Agreement by reason of the service(s) to be performed, including costs, reasonable attorneys' fees and expenses incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof.

Both parties acknowledge and agree they would not enter into this Agreement but for the foregoing indemnification and that their entering into this Agreement shall constitute good and valuable consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement.

Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of either party as set forth in Section 768.28, Florida Statutes.

ARTICLE 7 INDEPENDENT CONTRACTOR

The CITY and the CRA are separate legal entities and for purposes of this Agreement, each is an independent contractor under this Agreement.

ARTICLE 8 ASSIGNMENT

This Agreement, or any interest therein is not assignable and both the CITY and CRA agree not to assign, transfer, merge or otherwise convey any of their respective interest, right, or obligation under this Agreement, in whole or in part, to any other person, corporation or entity without the prior written consent of the other party

ARTICLE 9 AMENDMENTS

Both parties agree 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 both parties.

**ARTICLE 10
NOTICE**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective addresses for giving of notice.

For CRA:

Executive Director
Pompano Beach CRA
P.O. Box Drawer 1300
Pompano Beach, FL 33061

For CITY:

City Manager
City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

With a copy to:

CRA Attorney
City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

With a copy to:

City Attorney
City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

**ARTICLE 11
BINDING AUTHORITY**

Each person signing this Agreement warrants that he or she has full legal authority to execute this Agreement on behalf of either party and to bind and obligate such party with respect to all provisions contained in this Agreement.

**ARTICLE 12
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 or any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

**ARTICLE 13
GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

**ARTICLE 14
ENTIRE AGREEMENT**

This Agreement embodies the entire agreement between the parties and supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein. The parties agree there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**ARTICLE 15
INTERPRETATION**

This Agreement shall be interpreted as drafted by both parties hereto equally.

**ARTICLE 16
FILING AND EFFECTIVE DATE**

This Agreement is an interlocal cooperation agreement entered into pursuant to Section 163.01, Florida Statutes. It will become effective upon being filed with the Clerk of the Circuit Court of Broward County, Florida, pursuant to Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties have set their hands and seals the date and year written first above written.

"CITY"

Witnesses:

CITY OF POMPANO BEACH

BY: _____

Lamar Fisher, Mayor

BY: _____

Dennis W. Beach, City Manager

Attest:

Asceleta Hammond, City Clerk

Approved as to Form:

Gordon B. Linn, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Print Name: _____

By: _____
Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Margaret Gallagher, Secretary

Print Name: _____

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company
By: MetroStrategies, Inc., a Florida corporation
a managing member

Print Name: _____

By: _____
Kim Briesemeister, President

and

By: _____
Christopher J. Brown
a managing member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by MARGARET GALLAGHER, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Christopher J. Brown, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

GBL/jrm
6/25/15
l:agr/cra/2015-1147

City of Pompano Beach

East Atlantic Blvd. Street Lighting

G.M.P. Based on 100% Permit & Bid Submittal Documents

From: **Burkhardt Construction, Inc.**
 Attn: Marc Kleisley, Vice President of Operations
 1400 Alabama Ave., #20
 West Palm Beach, FL 33401
 Ph: (561) 659-1400
 Fax: (561) 659-1402

Owner: **City of Pompano Beach**
 Attn: Mr. Horacio Danovich
 100 W. Atlantic Blvd., Suite 276
 Pompano Beach, FL 33060
 TEL: (954) 786-7834
 FAX: (954) 789-7836

Architect: **Cartaya & Associates Architects, P.A.**
 Attn: Mr. Michael Docurro
 2400 E. Commercial Blvd., Suite 415
 Fort Lauderdale, FL 33308
 TEL: (954) 771-2724
 FAX: (954) 776-4280

Project: **Light Pole Replacement, City of Pompano Beach**
 Atlantic Blvd. / US 1 to Intracoastal Bridge

Plans: 100% Permit Plans (No. 2014-C-491-0010) and Bid Documents
 Complete Plan Log attached

Location: East Atlantic Blvd. / US 1 to Intracoastal Bridge

Date: June 4, 2015

Direct Construction Costs	\$ 260,984.50
General Conditions	\$ 25,122.05
Construction Phase Management Fee	\$ 10,305.40
Profit	\$ 21,500.00
Contingency	\$ 10,000.00
Direct Owner Purchase Material Tax Savings	\$ (7,223.10)
Total Guaranteed Maximum Price (G.M.P.)	\$ 320,688.85



City of Pompano Beach

East Atlantic Blvd. Street Lighting

G.M.P. Based on 100% Permit & Bid Submittal Documents

GENERAL CONDITIONS

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President of Operations
1400 Alabama Ave., #20
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **City of Pompano Beach**
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Atlantic Blvd. / US 1 to Intracoastal Bridge

Plans: 100% Permit Plans (No. 2014-C-491-0010) and Bid Documents
Complete Plan Log attached

Location: East Atlantic Blvd. / US 1 to Intracoastal Bridge

Proposal Date: June 4, 2015

Item Description	Amount
BASED ON A 2 MONTH DURATION	
MOBILIZATION (move-in, move-out)	\$0.00
TRANSPORT	\$65.00 / Hr x 0 = \$0.00
EQUIPMENT	\$35.00 / Hr. x 0 = \$0.00
SUBCONTRACTOR MOBILIZATION(S)	



<i>PROJECT FIELD OFFICE</i>						\$13,270.00
OFFICE	\$1,000.00 /	mo.	x	2		\$2,000.00
YARD	\$1,000.00 /	mo.	x	2		\$2,000.00
EMPLOYEE PARKING FEES	\$500.00 /	mo.	x	2		\$0.00
WORK PLATFORM FOR YARD	\$200.00 /	mo.	x	2		\$400.00
TEMPORARY FENCING FOR YARD	\$500.00 /	mo.	x	2		\$1,000.00
CONSTRUCTION YARD LIGHTING	\$0.00 /	mo.	x	2		\$0.00
OFFICE FURNISHINGS	\$500.00 /	mo.	x	2		\$0.00
COMPUTERS	\$300.00 /	mo.	x	2		\$600.00
PROCORE MANAGEMENT SOFTWARE	\$500.00 /	mo.	x	2		\$1,000.00
SUBMITTAL SOFTWARE	\$4,000.00 /	ls	x	0		\$0.00
COPY MACHINE	\$350.00 /	mo.	x	2		\$0.00
FAX MACHINE	\$100.00 /	mo.	x	2		\$0.00
INTERNET SERVICE	\$150.00 /	mo.	x	2		\$0.00
CELLULAR TELEPHONE	\$500.00 /	mo.	x	2		\$1,000.00
TELEPHONE	\$150.00 /	mo.	x	2		\$0.00
FEDERAL EXPRESS MAILINGS	\$100.00 /	mo.	x	2		\$200.00
POSTAGE	\$50.00 /	mo.	x	2		\$100.00
PHOTOGRAPHS						
AERIAL PHOTOS	\$110.00 /	mo.	x	2		\$220.00
JOB PHOTOS	\$50.00 /	wk	x	2		\$100.00
PRE-CONSTRUCTION VIDEO	\$1,500.00 /	ls	x	1		\$1,500.00
PLAN REPRODUCTION COST/PRINTING	\$200.00 /	set	x	2		\$400.00
OFFICE SUPPLIES	\$50.00 /	mo.	x	2		\$100.00
FIRST AID SUPPLIES	\$50.00 /	mo.	x	2		\$100.00
WATER SERVICE	\$35.00 /	mo.	x	2		\$0.00
SANITARY SERVICE	\$50.00 /	mo.	x	2		\$0.00
ELECTRIC SERVICE	\$200.00 /	mo.	x	2		\$0.00
GARBAGE SERVICE	\$25.00 /	mo.	x	2		\$0.00
CONSTRUCTION WATER	\$500.00 /	mo.	x	2		\$1,000.00
JOHN DEERE GATOR (1)	\$500.00 /	mo.	x	2		\$1,000.00
ICE	\$275.00 /	mo.	x	2		\$550.00

<i>BONDS</i>						\$4,008.75
GENERAL BOND	\$320,700.00		x	1.25%		\$4,008.75
SUBCONTRACTORS BONDS						

<i>PARTNERING INITIATIVES</i>						\$0.00
NOTICES, LETTERS, INFORMATION MEETINGS						NOT INCLUDED

<i>INSURANCE</i>						\$6,093.30
GENERAL INSURANCE	\$320,700.00		x	1.90%		\$6,093.30
Commercial General Liability						
Comprehensive Automobile Liability						
Owner Idemnification						
Professional (Errors/Omissions) Liability						
Excess/Umbrella Liability						
ADD'L INSURED	\$100.00 /	ea.	x	0		\$0.00
ADDED INSURANCES						NOT INCLUDED
Railroad protective Liability Ins.						NOT INCLUDED
Builders Risk Insurance						NOT INCLUDED
Installation Floater						NOT INCLUDED
Flood Insurance						NOT INCLUDED
SUBCONTRACTORS' INSURANCE						INCLUDED IN THEIR DIRECT COSTS

<i>SANITARY SERVICES</i>						\$250.00
JOB TOILET (1ea.)	\$125.00 /	mo.	x	2		\$250.00

<i>TESTING COSTS</i>						\$0.00
DENSITIES						
PRESSURE						
PROCTORS						
BACTERIOLOGICAL						



CONCRETE CYLINDERS
 ENGINEERING & REPORTING
 TYPING OF INSTALLED LINES

<i>FEES</i>							\$0.00
COPB BUILDING DEPT. PERMIT/REVISION					x	2.00%	NOT INCLUDED
PERMIT SUBMISSION AND EXPEDITING							\$0.00
FDOT GENERAL USE PERMITS							NO FEE ANTICIPATED
<i>SURVEYING</i>							\$1,500.00
LAYOUT & ASBUILTS	AVIROM	\$1,500.00	LS	x	1.00		\$1,500.00
ALLOWANCE FOR RESTAKING & DRAFTING		\$0.00 /	LS	x	1		\$0.00
<i>SMALL HAND TOOLS/EQUIPMENT RENTAL</i>							\$0.00
ALLOWANCE (GENERAL)							\$0.00
HANDLING, STORAGE, UN-LOADING OF OWNER DIRECT PURCHASE MATERIALS							INCL. IN DIRECT COST
GENERAL CONDITIONS TOTAL							<u>\$25,122.05</u>



City of Pompano Beach

East Atlantic Blvd. Street Lighting

G.M.P. Based on 100% Permit & Bid Submittal Documents

CONSTRUCTION PHASE MANAGEMENT FEE

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President of Operations
1400 Alabama Ave., #20
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

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Project: **Light Pole Replacement, City of Pompano Beach**
Atlantic Blvd. / US 1 to Intracoastal Bridge

Plans: 100% Permit Plans (No. 2014-C-491-0010) and Bid Documents
Complete Plan Log attached

Location: East Atlantic Blvd. / US 1 to Intracoastal Bridge

Proposal Date: June 4, 2015



Item Description	Quantity	(Hrs./Week)	Wks.	Rate/Hr.	Amount
Project Principal	0	Hrs./Wk.	8.66	\$ 150.00	\$ -
Senior Project Manager	0	Hrs./Wk.	8.66	\$ 150.00	\$ -
Project Manager	5	Hrs./Wk.	8.66	\$ 120.00	\$ 5,196.00
Assistant Project Manager	0	Hrs./Wk.	8.66	\$ 75.00	\$ -
Construction Field Manager	5	Hrs./Wk.	8.66	\$ 100.00	\$ 4,330.00
Merchant/Resident Liaison	0	Hrs./Wk.	8.66	\$ 75.00	\$ -
Project Accountant	1	Hrs./Wk.	8.66	\$ 90.00	\$ 779.40
Administrative Assistant	0	Hrs./Wk.	8.66	\$ 50.00	\$ -
Field Office Clerk	0	Hrs./Wk.	8.66	\$ 45.00	\$ -
Total Construction Phase Management Fee					\$ 10,305.40



City of Pompano Beach

East Atlantic Blvd. Street Lighting

G.M.P. Based on 100% Permit & Bid Submittal Documents

June 4, 2015

Exceptions & Clarifications

- 1) Scope of work and quantities are based on East Atlantic Blvd. Street Lighting plan sheets dated 4/17/14. Complete plan log attached.
- 2) GMP is based on this project being a stand alone construction timeline with no other projects overlapping.
- 3) GMP includes all sales tax on materials. Should the owner decide to direct Owner purchase certain materials, the sales tax savings will revert to the owner.
- 4) GMP includes a 4% Owner contingency.
- 5) GMP does not include costs for removal/remediation of any cement asbestos pipe.
- 6) GMP is based on a 2 month construction duration.
- 7) GMP does not include any permit fees, capital improvement fees, connection fees, or impact fees.
- 8) GMP does not include any temporary lighting.
- 9) The design plans do not include a subsurface soils report. The GMP does not include removal or replacement of any unsuitable subsoils.
- 10) GMP is based on assumption that a lane will be closed to vehicular traffic during construction. Daily access to residences and businesses will be provided.
- 11) GMP does not include premium time/overtime work hours.
- 12) GMP does not include additional insurance premium for naming individual property owners as "additional insured."
- 13) GMP is based on the assumption that all permits required to perform the work are issued prior to commencement of the project. In addition, all Construction easements shall be executed prior to commencement of the project.
- 14) Cleaning of existing storm drainage lines is not included in the GMP.
- 15) The project will require free and unlimited jobsite access for workmen and deliveries during all authorized work hours.



City of Pompano Beach
East Atlantic Blvd. Street Lighting

G.M.P. Based on 100% Permit & Bid Submittal Documents

June 4, 2015

Exceptions & Clarifications

- 16) Burkhardt Construction, Inc. (BCI) is not liable for failure to perform such work or any damages that occur if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster). If BCI asserts Force Majeure as the reason for failure to perform such work or such damages occur as a result of any Act of God, then BCI must prove that they took reasonable steps to minimize delay or damages caused by unforeseeable events, that BCI substantially fulfilled all obligations, and that the owner was timely notified of the likelihood or actual occurrence of the event described as an Act of God (Force Majeure). Any construction related damages that took place as a result, shall be repaired or removed and replaced at the same contract unit prices and shall be paid out of the contingency.
- 17) GMP does not include any cost for disposal/treatment of contaminated ground water if encountered during dewatering operations. It is assumed that clean groundwater generated by dewatering operations will be discharged into the existing storm drainage system.
- 18) GMP does not include any design, engineering or installation fees which may be charged to the Owner by franchise utility companies. (electric, telephone, cable tv, gas)
- 19) The Construction Manager at Risk shall not assume liability or warranty any work performed by FPL, COMCAST, ATT, TECO and/or their subcontractors.
- 20) GMP does not include an annual maintenance agreement.

City of Pompano Beach

East Atlantic Blvd. Street Lighting

G.M.P. Based on 100% Permit & Bid Submittal Documents

PLAN LOG

	TITLE	DESCRIPTION	DWG DATE	REVISION DATE	RCVD DATE	REMARKS
1		COVER SHEET	4/17/14	11/19/2014	02/25/15	
2	E-1	ELECTRICAL SITE PLAN	7/9/14	9/18/2014	02/25/15	
3	E-2	POLE DETAILS	7/9/14	9/18/2014	02/25/15	
4	E-3	ELECTRICAL DETAILS, SPECS AND NOTES	7/9/14	9/18/2014	02/25/15	
5	E-4	PHOTOMETRIC SITE PLAN - PROPOSED CONDITION	7/9/14	10/22/2014	02/25/15	
6	E-5	PHOTOMETRIC SITE PLAN - EXISTING CONDITION	7/9/14		02/25/15	
7	S1.1	STRUCTURAL NOTES AND FOUNDATION DETAIL	4/17/14	2/6/2015	02/25/15	



C. R. Dunn, Inc.
Electrical Construction
1202 Pope Lane / Lake Worth, Fl. 33460
(561) 585 2155 / fax (561) 585 1233
EC 0001097

PROPOSAL

To: Burkhardt Construction
Attn: Brandon Rhodes

Date: 3/11/15

Project: Atlantic Blvd. Light Pole Replacement

We submit the following proposal to you on a confidential basis, the information in this proposal is not to be shared with any other person without our written permission. Proposal pertains to the following plans and specifications.

The following prices includes furnishing and installing poles, arms, fixtures, pole bases, pole cable distribution, and pull boxes. Also included in these prices are costs for the removal of the existing poles and the removal and reinstallation of the pole mounted electrical service and city antenna enclosure.

Price per Schedule of Values

Excluded from this price are costs permit fees, utility fees, bond premium, MOT (both lane and side walk closures), concrete disposal, spoils disposal, temporary lighting, temporary sidewalk materials, and final restoration.

Notes:

- It is our intent to first remove the existing poles and bases, then install all of the new pole bases and pull boxes, and lastly install and wire the new poles and fixtures.
- Pricing for new composite pull boxes has been included due to the fact that the existing pull boxes are concrete and probably will break during concrete removal.
- A lay down area that is in close proximity to the job site will be required for storage of the poles, pole base, spoils, and customer supplied dumpster.
- Lead time for the poles and fixtures is 8-10 weeks after approval of submittals.

This proposal is to remain confidential. This proposal is accepted by you in any of the following methods: A) Utilizing our prices And or value engineering ideas for any purpose, including but not limited to sharing or shopping our price or ideas with any other Person. B) Requesting us to proceed with any of the work for this project. C) Written acceptance of this proposal including letter of intent to enter into a contract.

Respectfully submitted

By: Malcolm Rogers

CR Dunn, Inc.

1202 Pope Ln. Lake Worth, FL 33460

East Atlantic Blvd Pole Replacement

Base Bid

Item	Description	Quantity	Unit	Cost	Total
1	Pole Removal	15	EA	\$ 869.00	\$ 13,035.00
2	Pole Installation	15	EA	\$ 3,426.85	\$ 51,402.75
3	Pull Boxes	15	EA	\$ 592.00	\$ 8,880.00
4	Pole Mounted Service Point-Remove & Re-Install	1	EA	\$ 994.00	\$ 994.00
5	Pole Mounted Antenna Point-Remove & Re-Install	1	EA	\$ 994.00	\$ 994.00
6	Poles, Arms, Fixtures, and Bases	15	EA	\$ 9,145.25	\$ 137,178.75
Base Bid Total					\$ 212,484.50

Add Alternates

Item	Description	Quantity	Unit	Cost	Total
1	Concrete Pole and Pole Base Disposal	15	EA	\$ 120.00	\$ 1,800.00
2	Transport Pole to Owners Facilities	15	EA	\$ 120.00	\$ 1,800.00
3					
4					

6/4/15 - POLE/FIXT COST = \$120,385 + TAX
 PLACED THEIR M/U = \$9570.65



May 27, 2015

Brandon Rhodes
Burkhardt Construction, Inc.
1400 Alabama Avenue Suite 20
West Palm Beach, Florida 33401

RECEIVED



By brandon at 2:47:17 PM, 5/28/2015

RE: Pompano Light Pole Replacement along Atlantic Blvd.

Dear Brandon:

Davco Electrical Contractors Corp. is pleased to submit the following quotation for electrical work on the above referenced project. Our proposal is based on electrical drawings E-1 through E-5 (5 sheets) and S1.1 dated 9-18-2014, as prepared by Cartaya & Associates Architects.

Scope of Work:

- Provide and installed Decorative Street Lighting Fixtures and Poles
- Switchgear, wiring, pull boxes and control are existing
- Demolition of existing poles, bases, sidewalks. Pole located between 23rd and 24th avenue in front of the Bank America Building will have to be saw cut at the top to be remove as the overhang of the building covers to top of the pole. The pole located between 24th and 25th avenue is located very close to the building. This location need to check very carefully as not to encroach into the sidewalk to reduce required clearance.
- Engineering for new pole and base
- Our job is based on installing all of the new poles and bases first, connecting the new poles and bases to existing circuiting. Once all of the new poles are connected we would come back and demo all of the existing poles. We are proposing that all of the new poles be installed within 5' of the existing poles. All poles will moved in the same direction which would make little or no change in the photometric.

Qualifications:

- Proposal is offered subject to parties agreeing to mutually acceptable contract terms
- Price is valid for thirty (30) days from this date; this is contingent on commodity market pricing fluctuation
- This proposal shall become part of the contract
- We did conduct a site visit
- All work to be done during normal 40 hour work week during daytime business hours
- Participation / or inclusion of *any* form of minority business enterprise is excluded

In addition to the above, we have also included in our price:

- Tax
- One year warranty
- Excavation and backfill for our work only as required

We have excluded:

- Utility and municipal company fees
- Permit fees
- Bond
- Required MOT for road and sidewalk closing

Page 1 of 2

Commercial • EC673 • Industrial

Boynton Beach: (561) 732-3434 • Boca Raton: (561) 338-6847 • Fax: (561) 732-3414 • www.davcoelectric.com
4885 Park Ridge Blvd. • Boynton Beach, Florida 33426-8316

RE: Pompano Light Pole Replacement along Atlantic Blvd.

RECEIVED



By brandon at 2:47:24 PM, 5/28/2015

- Dumpster for disposal of concrete
- Plant restoration
- Paver brick restoration
- Sidewalk concrete restoration
- Any other required site restoration
- Cost associated with unforeseen subsurface conditions
- Dewatering of ground water conditions
- Code and/or specification upgrades to all existing to remain electrical installations
- Premium time or shift work
- Liquidated damages or costs for delays caused by others

Total price for this project is:	Base	\$ 284,778.00
To keep 9---55' poles and take them to a location in Pompano Add (1 pole has to be cut to removed it from its presence location)		\$ 4,500.00

Davco Electrical Contractors Corp. would like to thank you for the opportunity to quote this project and is looking forward to hearing from you soon. If you have any questions regarding the specifics of this proposal, please contact our office.

Sincerely,

Joseph C Goater Sr
Senior Estimator

City of Pompano Beach

East Atlantic Blvd. Street Lighting

DIRECT CONSTRUCTION COSTS

100% Permit Plans (No. 2014-C-491-0010) and Bid Documents

Prepared by Burkhardt Construction, Inc.

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
MAINTENANCE OF TRAFFIC										
				\$12,500.00						
MOT PLAN	1	LS							12500	12500
WORK ZONE SIGNS	1	LS								0
BARRICADE TEMP. TYPE I, II, VP & DRUM	1	LS								0
ADVANCE WARNING ARROW PANEL	1	LS								0
CONES	1	LS								0
STEADY BURN &/OR FLASHING LIGHTS	1	LS								0
HI INTENSITY FLASHING LIGHT, TEMP. TYPE "B"	1	LS								0
VARIABLE MESSAGE BOARD	1	LS								0
POST MOUNTING FOR ADVANCE WARNING SIGNS	1	LS								0
SALES TAX FOR MOT DEVICES	1	LS								0
ORANGE SAFETY FENCE AND POSTS	1	LS								0
MOT / SAFETY DEVICE SET-UP & MAINTENANCE	1	LS								0
TEMPORARY PEDESTRIAN BOARDWALKS	1	LS								0
CONTINUOUS SITE CLEANING / DEBRIS REMOVAL	1	LS								0
DEMOLITION/CLEARING & GRUBBING										
				\$14,000.00						
NPDES	1	LS	\$2,500.00	\$ 2,500.00			BCI	2500		2500
CONCRETE SIDEWALK REMOVAL & DISPOSAL	1500	SF	\$2.00	\$ 3,000.00			BCI	3000		3000
SAWCUTTING	1000	LF	\$1.00	\$ 1,000.00			BCI	1000		1000
PRIVATE PROPERTY RESTORATION	1	LS	\$5,000.00	\$ 5,000.00			BCI	5000		5000
ROLL OFF DUMPSTER	5	PUL	\$500.00	\$ 2,500.00					2500	2500
EARTHWORK AND GRADING										
				\$5,700.00						
GRADE / COMPACT FOR SIDEWALK RESTORATION	170	SY	\$5.00	\$ 850.00			BCI	850		850
LOAD / HAUL / DISPOSE OF SURPLUS FILL	55	CY	\$15.45	\$ 850.00					850	850
FINAL DRESSING AND FINISH GRADING	1	LS	\$1,500.00	\$ 1,500.00			BCI	1500		1500
FINAL CONSTRUCTION CLEAN	1	LS	\$2,500.00	\$ 2,500.00			BCI	2500		2500
STREET LIGHTING / ELECTRICAL										
				\$216,784.50						
CITY FURNISHED LIGHTPOLE/FIXTURE/BASE	15	EA	\$8,507.21	\$ 127,608.10				120385	7223.10	127608.1
PULL BOXES	15	EA	\$592.00	\$ 8,880.00			CR DUNN	8880		8880
INSTALL LIGHTPOLE/FIXTURE INCLUDING ALL WIRE, GROUND RODS, FOUNDATIONS (IF REQUIRED), BULBS, GFI RECEPTACLES, ANCHOR BOLTS, HANDHOLES, AND WIRE FOR A COMPLETE WORKING SYSTEM	15	EA	\$4,064.89	\$ 60,973.40			CR DUNN	60973.4		60973.4
POLE REMOVAL/DISPOSAL OR DELIVERY	15	EA	\$989.00	\$ 14,835.00			CR DUNN	14835		14835
SIGNED / SEALED WIND LOAD CALCULATIONS	1	LS	\$2,500.00	\$ 2,500.00			CR DUNN	2500		2500
REMOVE / RE-INSTALL POLE MOUNTED SERVICE POINT COMPLETE	1	EA	\$994.00	\$ 994.00			CR DUNN	994		994
REMOVE / RE-INSTALL POLE MOUNTED ANTENNA POINT COMPLETE	1	EA	\$994.00	\$ 994.00			CR DUNN	994		994
CONCRETE CONSTRUCTION										
				\$7,500.00						
CONCRETE SIDEWALK RESTORATION	1500	SF	\$5.00	\$ 7,500.00			BCI	7500		7500
BRICK PAVERS										
				\$4,500.00						
PAVER RESTORATION	750	SF	\$6.00	\$ 4,500.00			BCI	4500		4500

Total Direct Construction Costs

\$260,984.50

0

0

0

237911.4

23073.1

260984.5



REQUESTED COMMISSION ACTION: QUASI-JUDICIAL

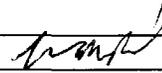
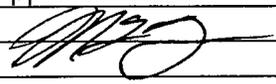
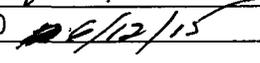
Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED 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.

Summary of Purpose and Why:

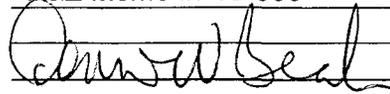
Summary: The applicant is requesting a rezoning from B-3 (General Business) to PD-I (Planned Development – Infill). The developer has applied for an amendment to the underlying Land Use From C (Commercial) to H (High Residential 25-4 dwelling units/ acre). The land use amendment was approved on first 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 a mixed use development. The Planning Objectives included in the regulating plans describe the purpose for this planned development, focuses on massing to preserve view corridors, providing two (2) public boat slips and public access to the intracoastal. If the buildings will exceed 105 feet in height, the Floors above the 6th level will be restricted to a floor plate of 18,000 square feet. The Planning & Zoning Board recommended approval (6-1) of the rezoning with 12 conditions. The conditions have been acknowledged by the developer, and will either be addressed prior to building permit, or the regulating plans have been updated to reflect the changes. 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: #15-266 
City Attorney	6/4/2015		CAC: #2015-1030 

Advisory Board

City Manager 

P&Z Memo #: 15-035 

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 st Reading <u>6/23/15</u>	1 st Reading _____	Results: _____	Results: _____
Approved as Amended			
2 nd Reading <u>7/14/15</u>			



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 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

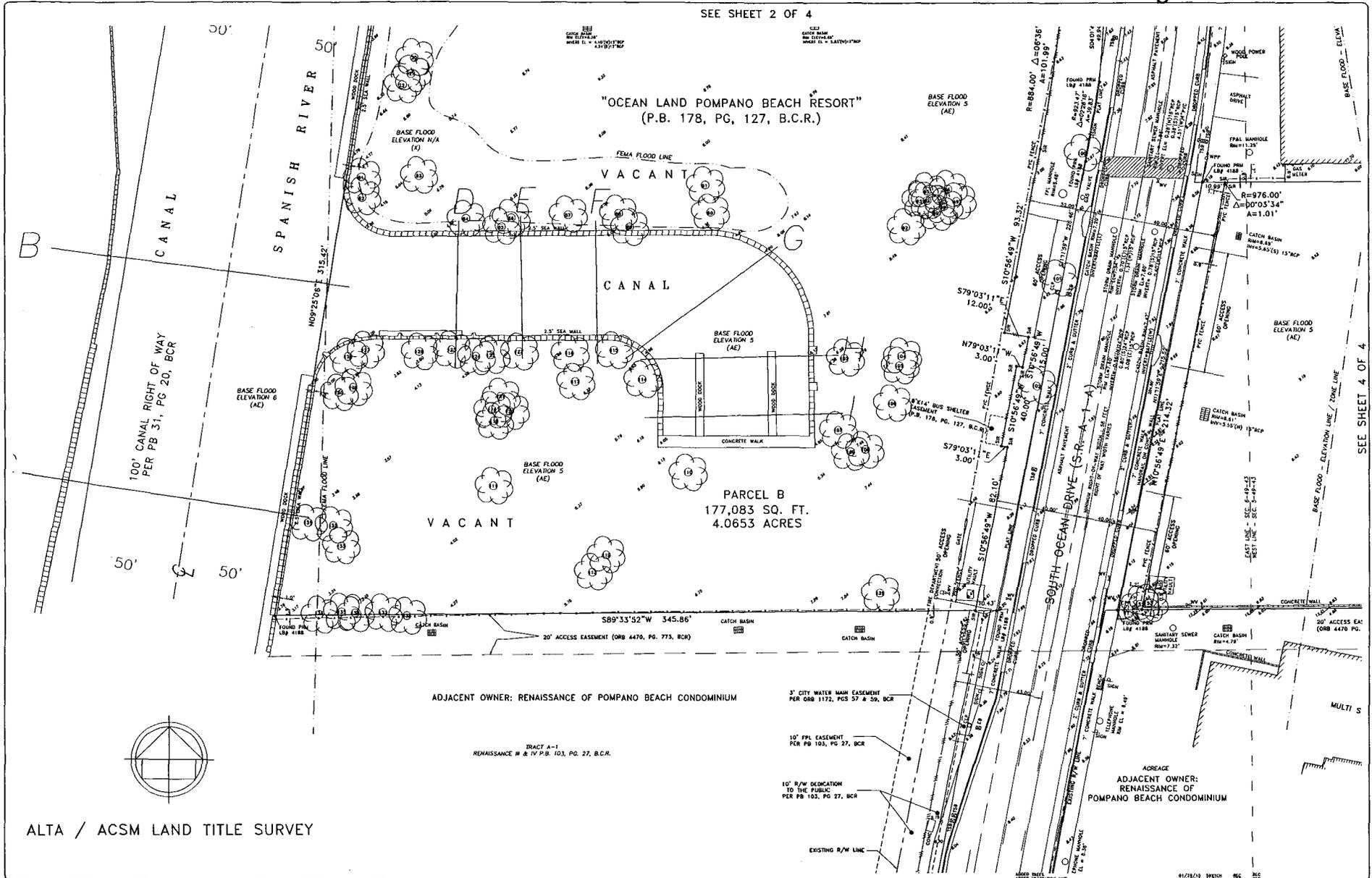
GBL/ds
6/4/15
l:ord/ch155/2015-361

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.

SEE SHEET 2 OF 4



ALTA / ACSM LAND TITLE SURVEY

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

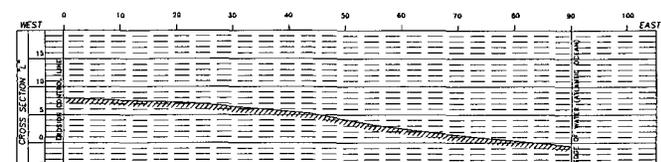
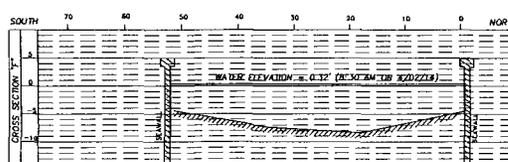
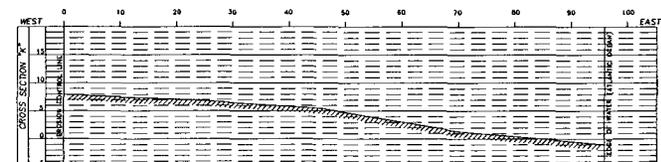
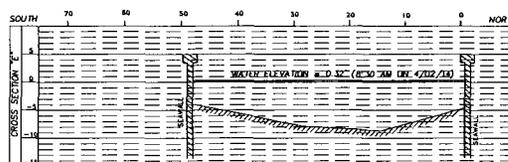
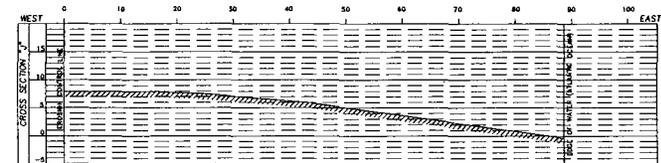
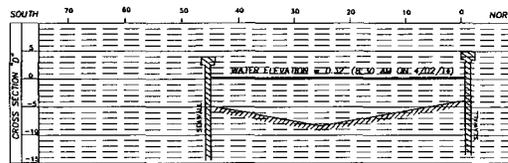
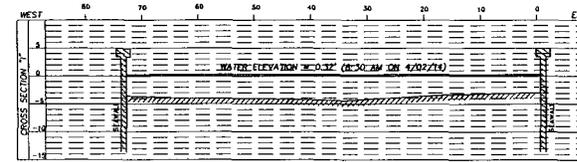
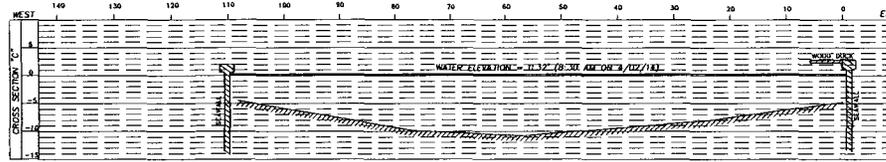
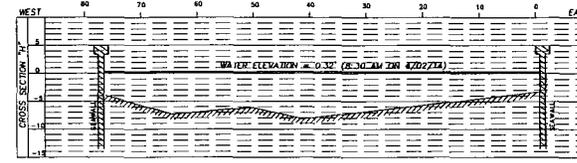
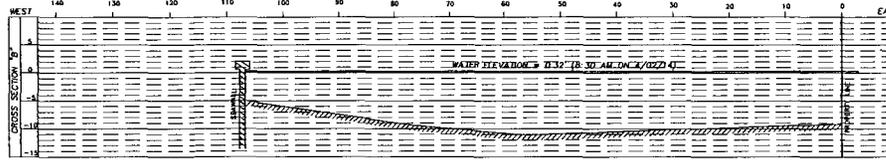
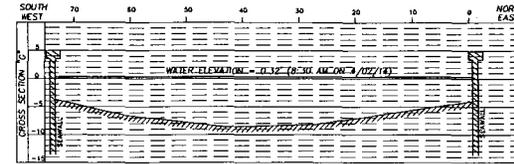
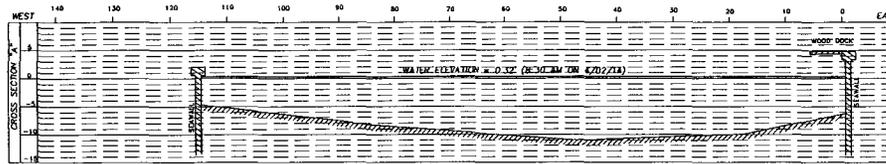
CLIENT :
MERRIMAC VENTURES
 1350 SOUTH OCEAN DRIVE
 POMPANO BEACH, FLORIDA

REVISIONS				
DATE	FB/PC	DWN	CKD	DESCRIPTION
01/24/08	AV	AV	AV	UPGRADE SURVEY WITH TREE LOCATION & ELEVATION
01/24/08	AV	AV	AV	ADJUST HORIZONTAL ELEVATIONS TO ORANGE STRUCTURES
01/22/08	AV	AV	AV	REVISED FLOOD TIME INFORMATION
08/24/04	AV	AV	AV	ADDED ADDITIONAL FIELDS
08/22/04	AV	AV	AV	REVISED LAND DESCRIPTION
10/17/04	AV	AV	AV	ADDED "VEGETATION LINE"

REVISIONS				
DATE	FB/PC	DWN	CKD	DESCRIPTION
10/25/08	AV	AV	AV	ADDED CROSS SECTIONS FOR DRAINAGE DIVERGENCE
08/21/08	AV	AV	AV	UPGRADE SURVEY
08/21/08	AV	AV	AV	REVISED CERTIFIED TO
08/21/08	AV	AV	AV	REVISED RESPONSE R/W LINE & REMOVED S' EASEMENT EAST SIDE
08/21/08	AV	AV	AV	UPGRADE SURVEY
08/21/08	AV	AV	AV	REVISED PER THIS COMMITMENT
07/11/08	AV	AV	AV	UPGRADE SURVEY

REVISIONS				
DATE	FB/PC	DWN	CKD	DESCRIPTION
08/28/07	AV	AV	AV	REVISED CERTIFIED TO
08/28/07	AV	AV	AV	REVISED RESPONSE R/W LINE & REMOVED S' EASEMENT EAST SIDE
08/28/07	AV	AV	AV	UPGRADE SURVEY
08/28/07	AV	AV	AV	REVISED PER THIS COMMITMENT
08/28/07	AV	AV	AV	UPGRADE SURVEY

PROJECT NO: 2876-09
 SHEET 3 OF 5 SHEETS
 SCALE: 1" = 30'



CROSS SECTIONS

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
POMPANO BEACH, FLORIDA

REVISIONS	DATE	BY/PC	OWN	CHKD
ORIGINAL SURVEY WITH TREE LOCATION & ELEVATION	04/20/18	AV	REC	AV
ADDED WOOD DOOR WITH LOCATION & ELEVATION	04/20/18	AV	REC	AV
REVISED TOWER LINE INFORMATION	04/20/18	AV	REC	AV
ADDED ADDITIONAL SHEETS	04/20/18	AV	REC	AV
REVISED LAND DESCRIPTION	04/20/18	AV	REC	AV
ADDED ELEVATION LINE	04/20/18	AV	REC	AV

REVISIONS	DATE	BY/PC	OWN	CHKD
POWER LINES SECTION FOR TOWER LINE CORRECTION	04/20/18	AV	REC	AV
ADDED WOOD DOOR WITH LOCATION & ELEVATION	04/20/18	AV	REC	AV
REVISED TOWER LINE INFORMATION	04/20/18	AV	REC	AV
ADDED ADDITIONAL SHEETS	04/20/18	AV	REC	AV
REVISED LAND DESCRIPTION	04/20/18	AV	REC	AV
ADDED ELEVATION LINE	04/20/18	AV	REC	AV

REVISIONS	DATE	BY/PC	OWN	CHKD
REVISED CENTERLINE TO	04/20/18	AV	REC	AV
REVISED CENTERLINE TO	04/20/18	AV	REC	AV
REVISED CENTERLINE TO	04/20/18	AV	REC	AV
REVISED CENTERLINE TO	04/20/18	AV	REC	AV
REVISED CENTERLINE TO	04/20/18	AV	REC	AV
REVISED CENTERLINE TO	04/20/18	AV	REC	AV

PROJECT NO. 2474-09	SHEET 5
SCALE 1" = 20'	SHEETS 5

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

Developer

Dev Motwani
WH Pompano, LP
300 SW 1st Avenue, Suite 106
Fort Lauderdale, FL 33301
O: 954-522-6556
E: dev.motwani@gmail.com

Architect

Bruce Bosch, AIA
Nichols, Brosch, Wurst, Wolfe &
Associates, Inc.
161 Almeria Avenue
Coral Gables, FL 33134
O. 305-443-5206 F. 305-443-3168
E: bbrosch@nbww.com

Legal/Agent

Robert Lochrie Esq.
Lochrie & Chakas, P.A.
1401 East Broward Boulevard
Suite 303
Ft. Lauderdale, FL 33301
O: 954-779-1101
E: rlochrie@lochrielaw.com

Landscape Architect

Paul Weinberg
TBG - Group
200 West First Ave., Suite 103
Fort Lauderdale, Florida 33301
P: 954.473.1000
E: Paul.Weinberg@tbg-inc.com

Engineer/Planner/Surveyor

Dodie Keith-Lazowick, P.L.S.
Keith and Associates, Inc.
301 East Atlantic Blvd
Pompano Beach, Florida 33060
P: 954-788-3400 F: 954-788-3500
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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E. Conversion Schedule 1
F. Dedications 1
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B. Use Standards 1
C. Intensity and Dimensional Standards 1
D. Development Standards 1
E. Deviations and Justifications 1

LIST OF EXHIBITS

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.

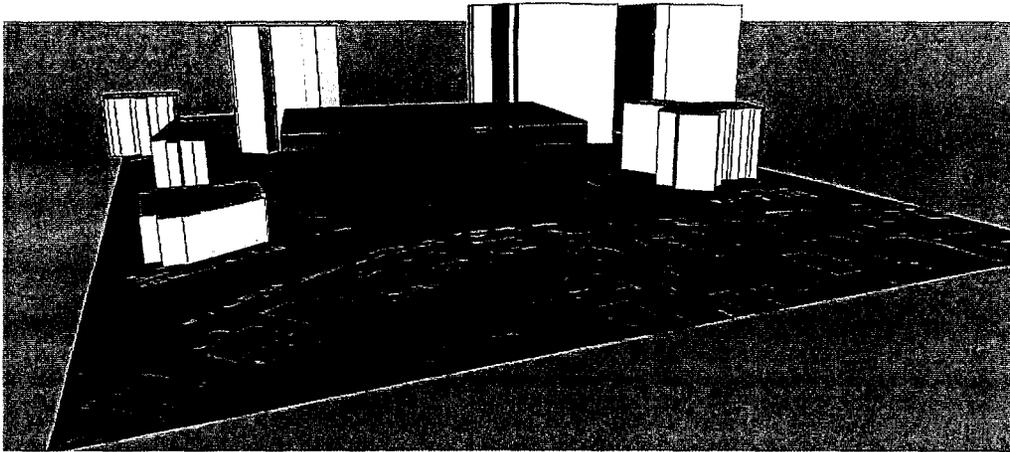
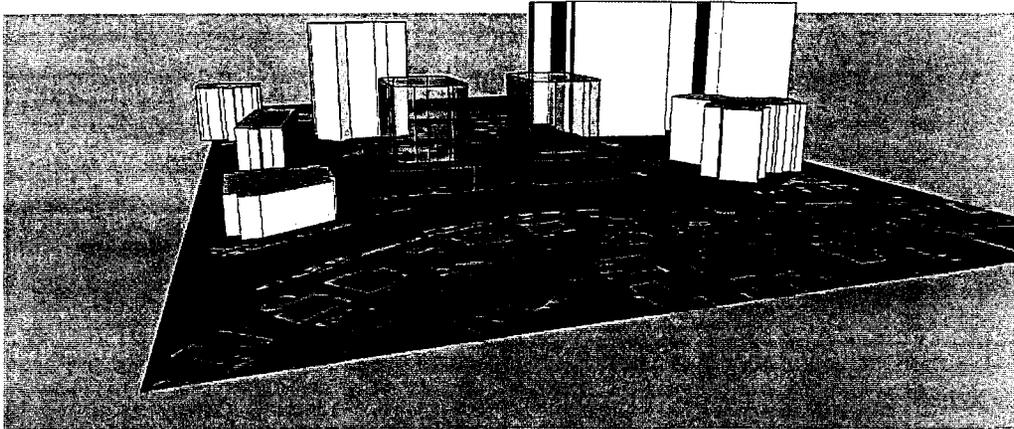


Figure 2 shows the maximum buildable area permitted in the RM-45 zoning district. This district would allow a maximum of 5 separate buildings with a total of 1,000,000 sf and a 105 foot height limit.



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

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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 5,000 sf per building)		10,000 sf
TOTAL		10,000 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

EXHIBIT "B"
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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).

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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.

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REGULATING PLAN

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;

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 10,000 square feet for the entire project as well as a maximum of 5,000 square feet per building.

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

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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

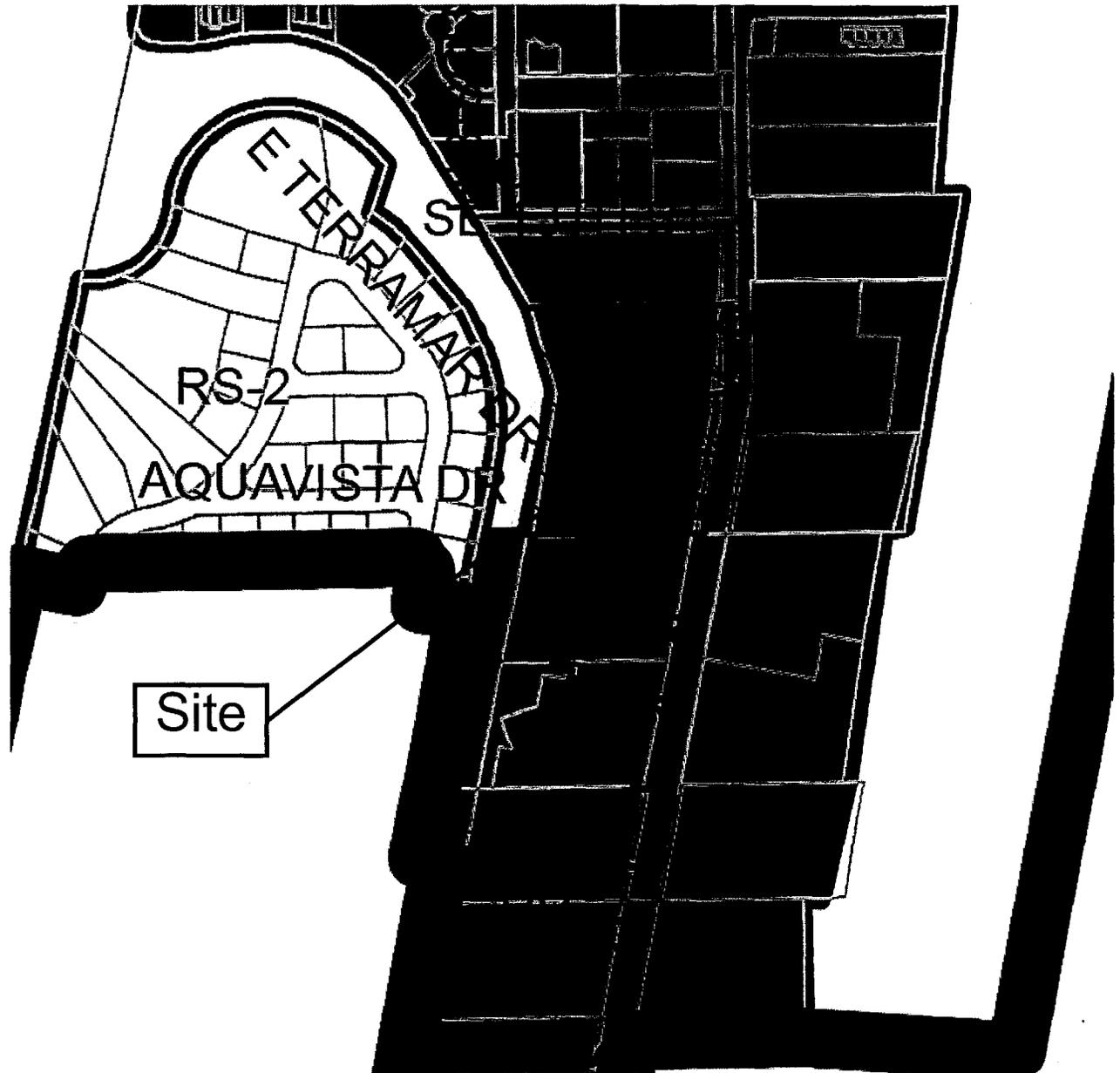


EXHIBIT C

Future Land Use Map

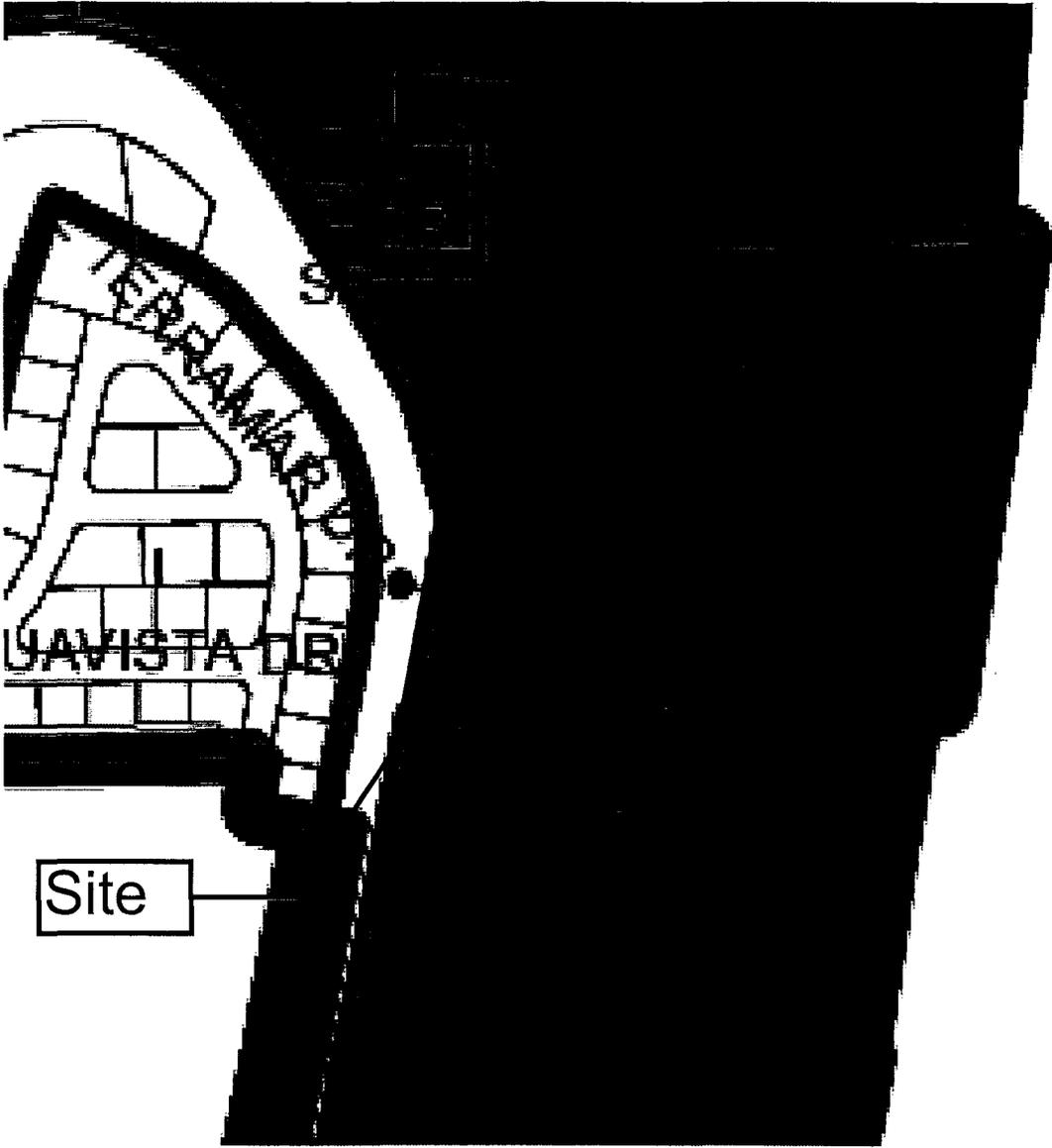


EXHIBIT D

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 10,000 square feet for the entire project and a maximum of 5,000 square feet per use.</p>		

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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

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EXHIBIT E

Intensity and Dimensional Standards

C. Intensity and Dimensional Standards	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]

- See measurement rules and allowed exceptions/variatioins in Article 9: Part 4.
- 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.
- 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.
- Structures within the Air Park Overlay (APO) zoning district must also comply with the height limits in Section 155.3707.
- 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.
- 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.
- PD-I. Applies to tower floor plates above the 6th floor.
- Subject to building height.
- 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

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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

Number of On-Street Parking Spaces	Minimum Stacking Lane Distance (ft)
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.

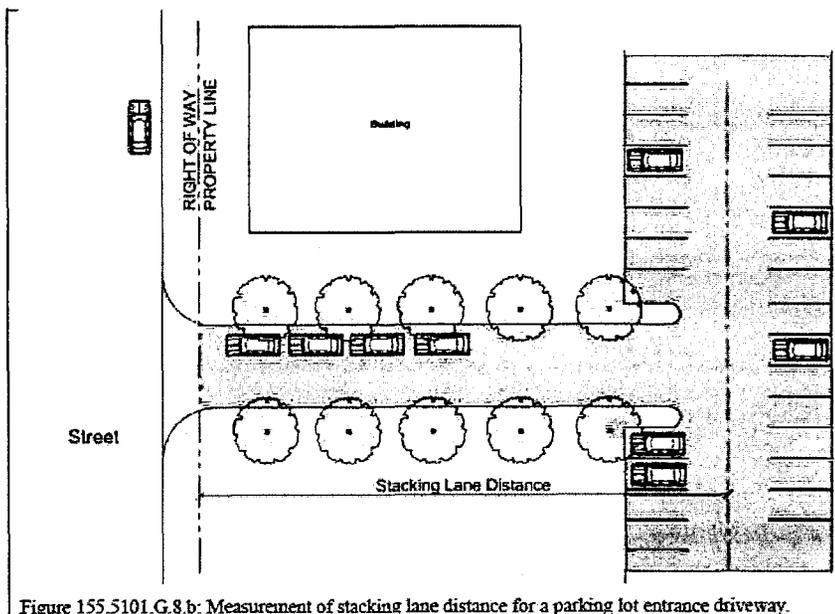


Figure 155.5101.G.8.b: Measurement of stacking lane distance for a parking lot entrance driveway.

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

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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.

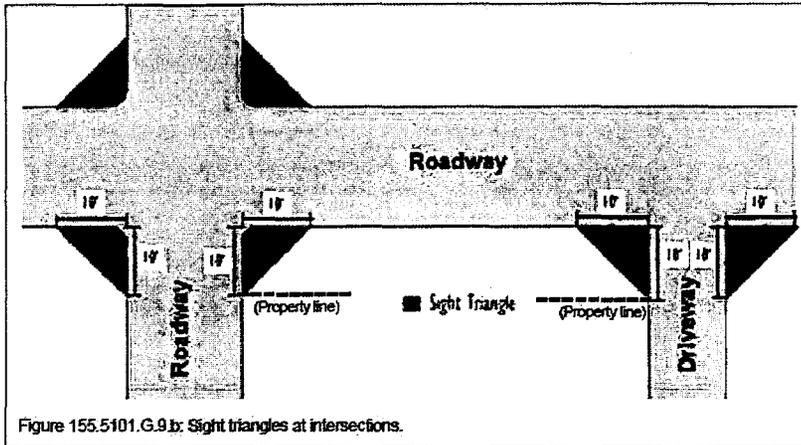


Figure 155.5101.G.9.b: Sight triangles at intersections

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.)

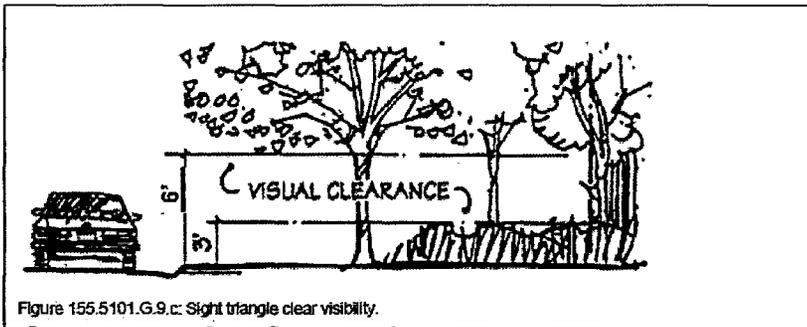


Figure 155.5101.G.9.c: Sight triangle clear visibility

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

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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

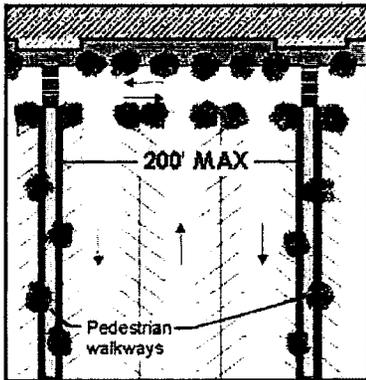


Figure 155.5101.I.3.b: Walkways through parking lots.

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

EXHIBIT "B"
REGULATING PLAN

EXHIBIT F

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	

EXHIBIT "B"
REGULATING PLAN

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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						
Parking Angle (Degrees)	Stall Width (ft)	Stall Perpendicular to Curb (ft)	Depth to Aisle	Aisle Width (ft)	Stall Length along Curb (ft)	Double Row + Aisle Curb to Curb (ft)
A	B	C	D	E	F	G
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

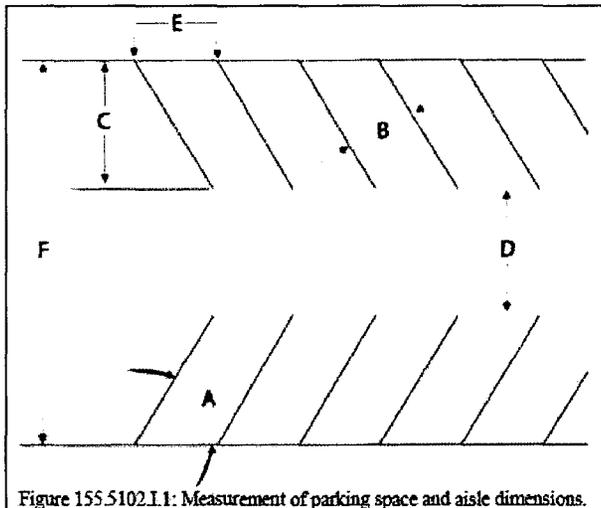


Figure 155.5102.I.1: Measurement of parking space and aisle dimensions.

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

Use Category	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:</p> <p>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.

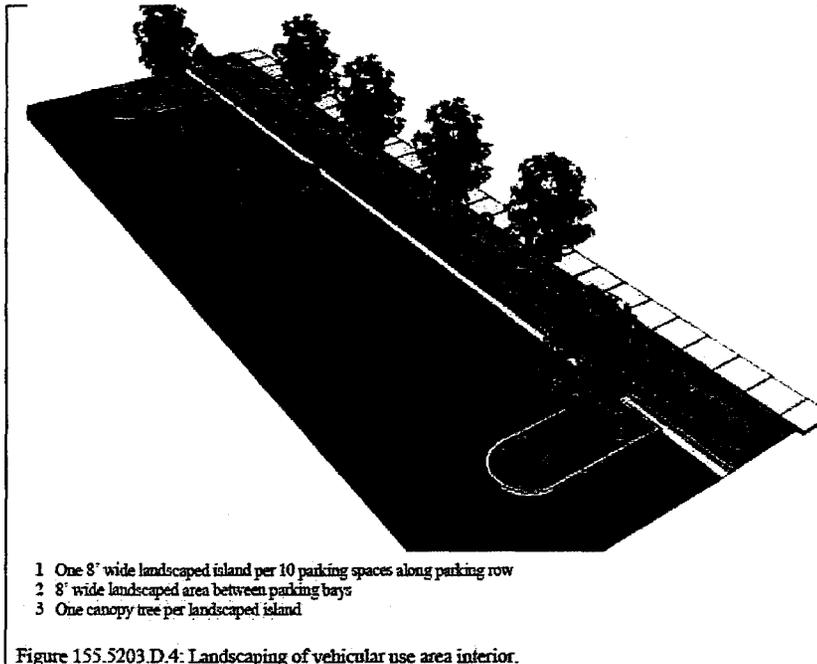


Figure 155.5203.D.4: Landscaping of vehicular use area interior

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

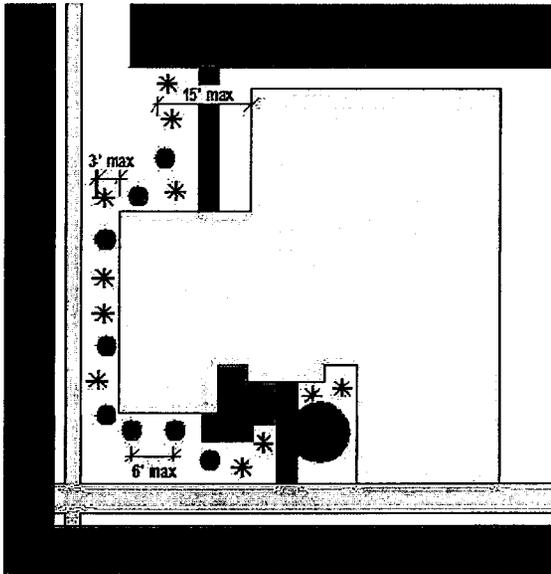


Figure 155.5203.E: Building base plantings.

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}	
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
<p>NOTES:</p> <p>1. Developments with multiple buildings shall provide perimeter buffers around the perimeter of the development site instead around individual buildings.</p> <p>2. Deviations from perimeter buffer width and screening requirements may be authorized in accordance with Section 155.2421, Administrative Adjustment.</p> <p>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.</p>		

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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.

EXHIBIT F

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

EXHIBIT "B"
REGULATING PLAN

EXHIBIT F

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.

EXHIBIT F

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 using 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:

EXHIBIT F

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
<p>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</p>	

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.

EXHIBIT F

- 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.

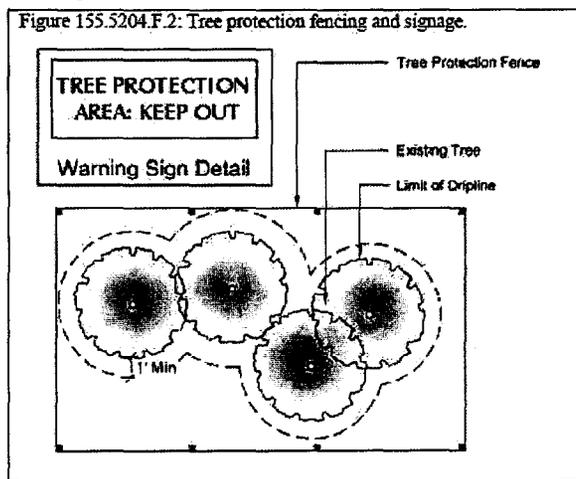


Figure 155.5204.F.2: Tree protection fencing and signage

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

EXHIBIT F

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

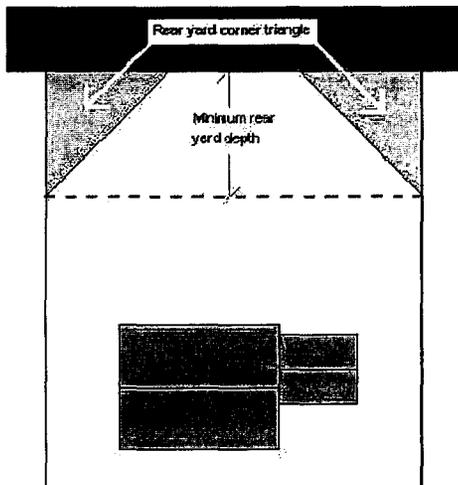


Figure 155.5302.D.5.a: Rear yard corner triangle

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

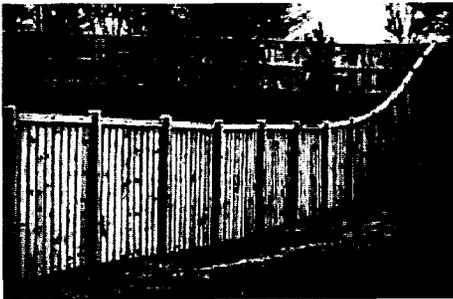


Figure 155.5302.F.1: Fence with finished side out.

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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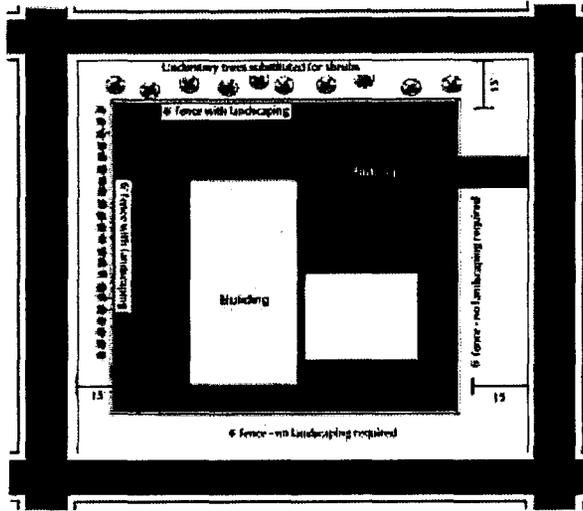


Figure 155.5302.F.3: Fence and wall landscaping.

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.F. MINIMUM AND MAXIMUM ILLUMINATION LEVELS		
zoning District	Minimum Illumination in Vehicular Use Areas ¹	Maximum Illumination at Property Line
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.)

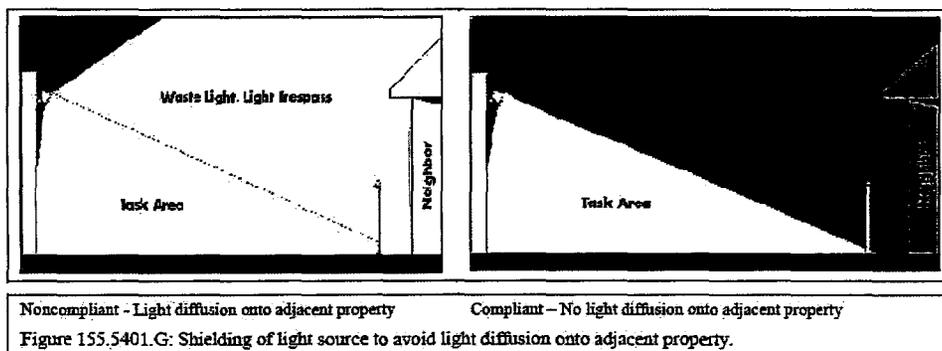


Figure 155.5401.G: Shielding of light source to avoid light diffusion onto adjacent property

H. Flickering or Flashing Lights

No flickering or flashing exterior lights shall be allowed except for temporary decorative seasonal lighting.

I. Wall Pack Lights

EXHIBIT F

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

EXHIBIT F

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.

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

Green Feature	Design Option 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

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 "B"
REGULATING PLAN

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>

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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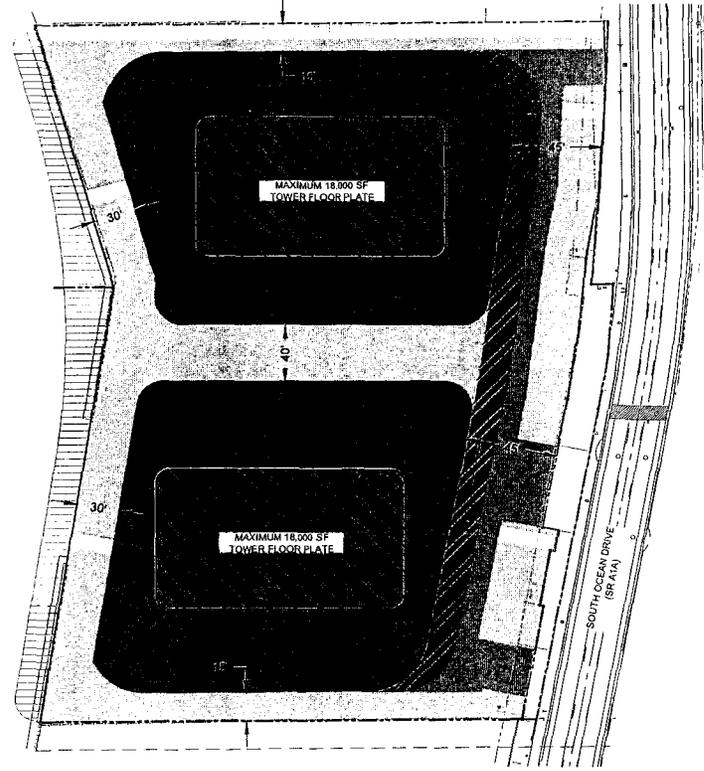
EXHIBIT "B"
REGULATING PLAN

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 OF EXCEED ALL PHASING REQUIREMENTS OF THE CITY OF POMPANO BEACH ONCE THE PHASE LINE IS ESTABLISHED.

**PRELIMINARY PLAN
NOT FOR CONSTRUCTION**
 THESE PLANS ARE THE PROPERTY OF THE ARCHITECT AND ARE SUBJECT TO ANY WORKING MAPS DURING THE PERMITTING PROCESS. THE ARCHITECT ASSUMES NO LIABILITY FOR THE USE OF THESE PLANS WITHOUT OBTAINING PERMISSION FROM THE PROJECT OWNER. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE PROJECT OWNER. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE PROJECT OWNER.

DATE: _____	SCALE: AS SHOWN	DRAWN BY: _____	DESIGN BY: _____	CHECKED BY: _____
 K. Keith & Associates 301 East Atlantic Boulevard Pompano Beach, Florida 33060-6643 (954) 788-3400 • FAX (954) 788-3500 State of Florida Certificate of Registration Number: 7298				REVISION _____ DATE _____
WH POMPANO BUILDING USE PLAN CITY OF POMPANO BEACH BROWARD COUNTY				
SHEET IDENTIFICATION PD-1W SHEET OF				PROJECT NO. 08464.00

**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

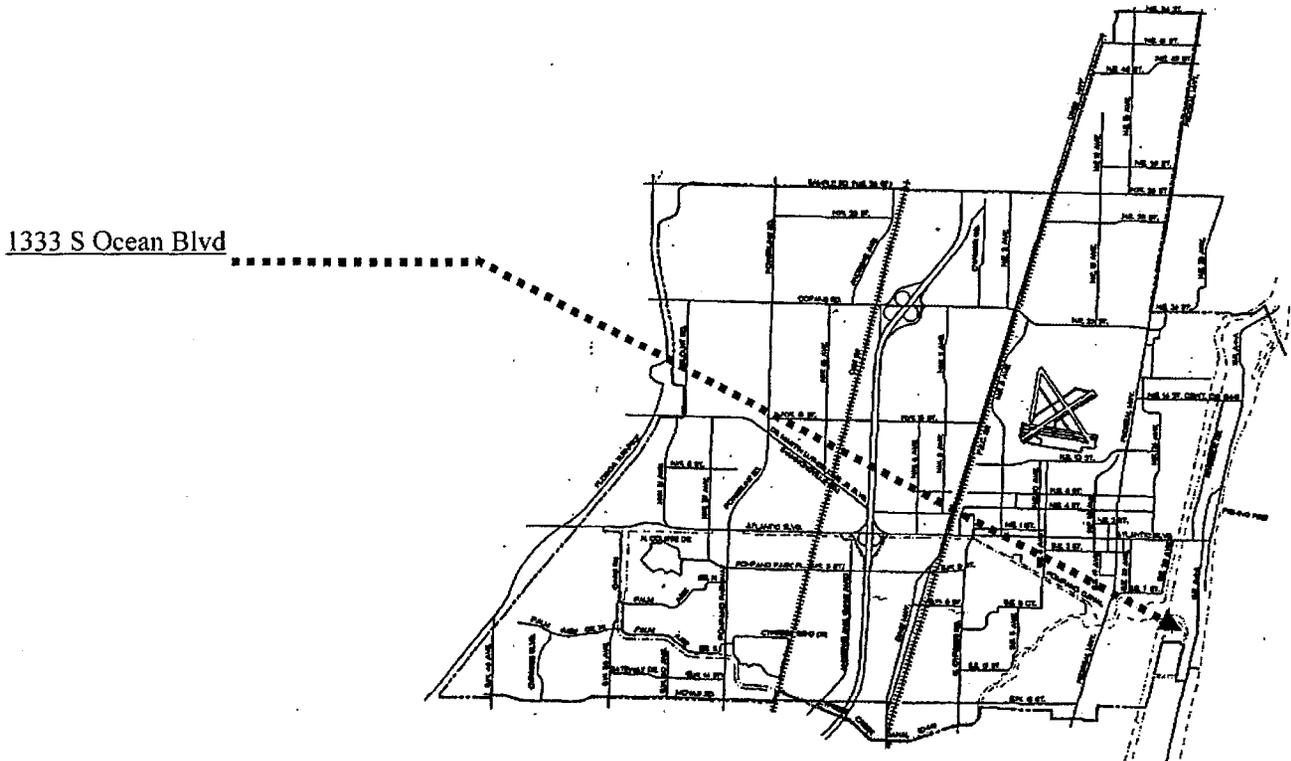
Development Services

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 *DK*
RE: Rezoning – From B-3 to PD-I at 1333 S Ocean Blvd (West Parcel)
May 27, 2015 Meeting

P & Z #15-1300004

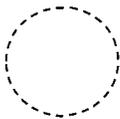
The applicant is requesting a rezoning from B-3 (General Business) to PD-I (Planned Development – Infill). This parcel has recently applied for an amendment to the underlying Land Use from C (Commercial) to H (High Residential 25-46 dwelling units / acre). The land use plan amendment was approved on 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.



LEGEND

FOR LAND USE PLAN

<u>Symbol</u>	<u>Classification</u>	<u>Units/ Acre</u>
	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

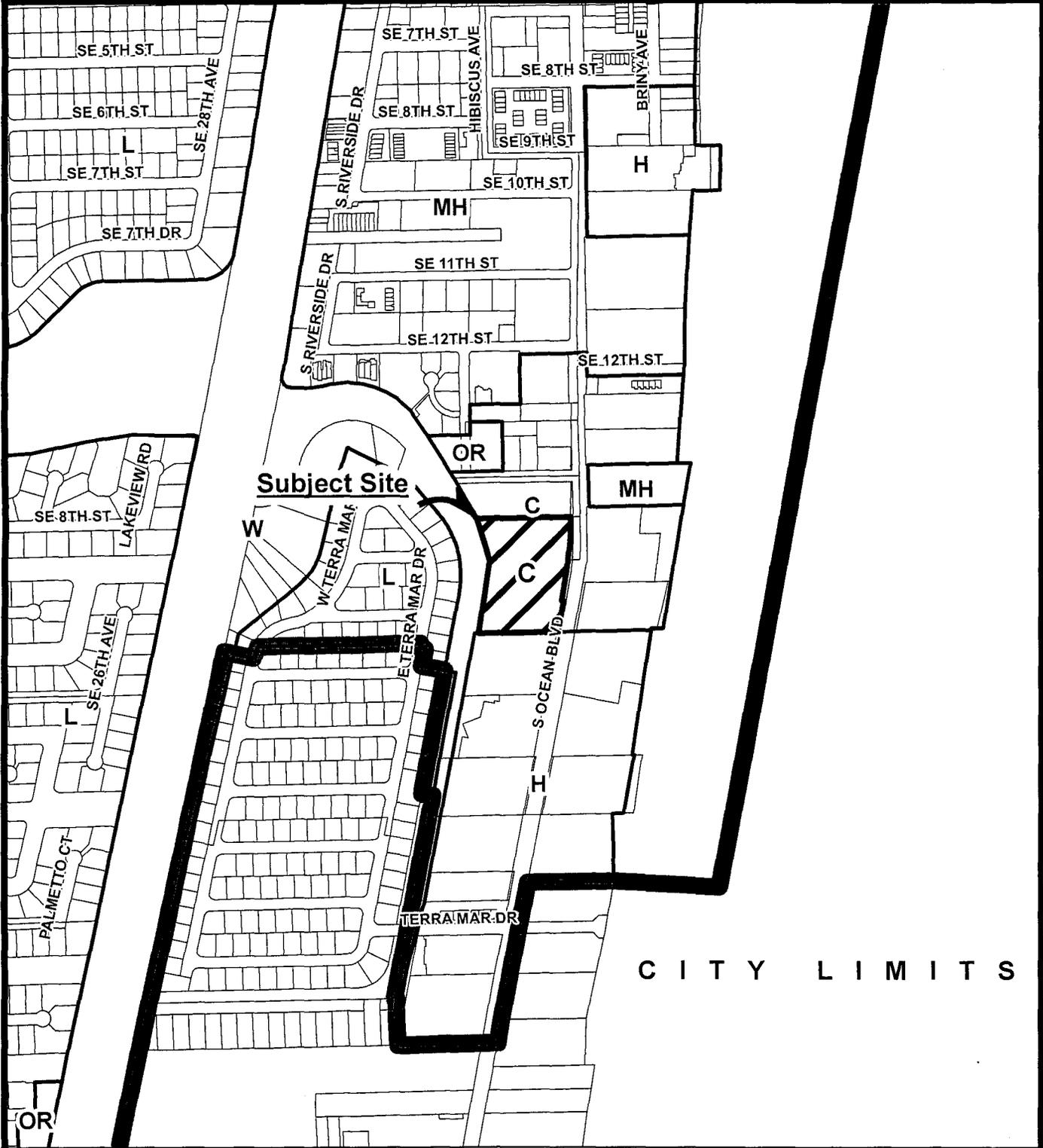


FOR ZONING MAP

<u>Symbol</u>	<u>District</u>	
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	

*	Existing
>	Proposed

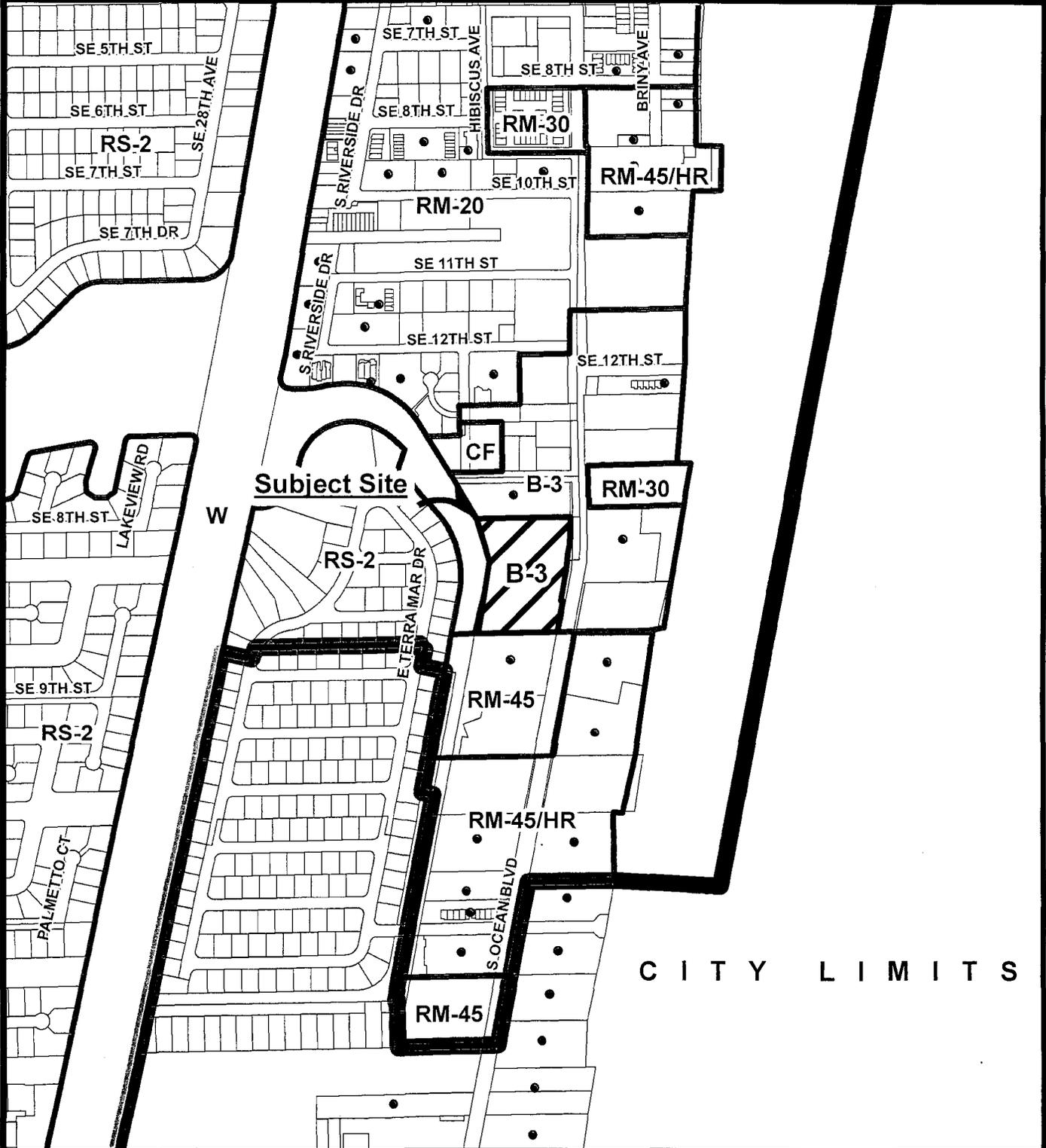
CITY OF POMPANO BEACH OFFICIAL LAND USE MAP



1 in = 600 ft

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

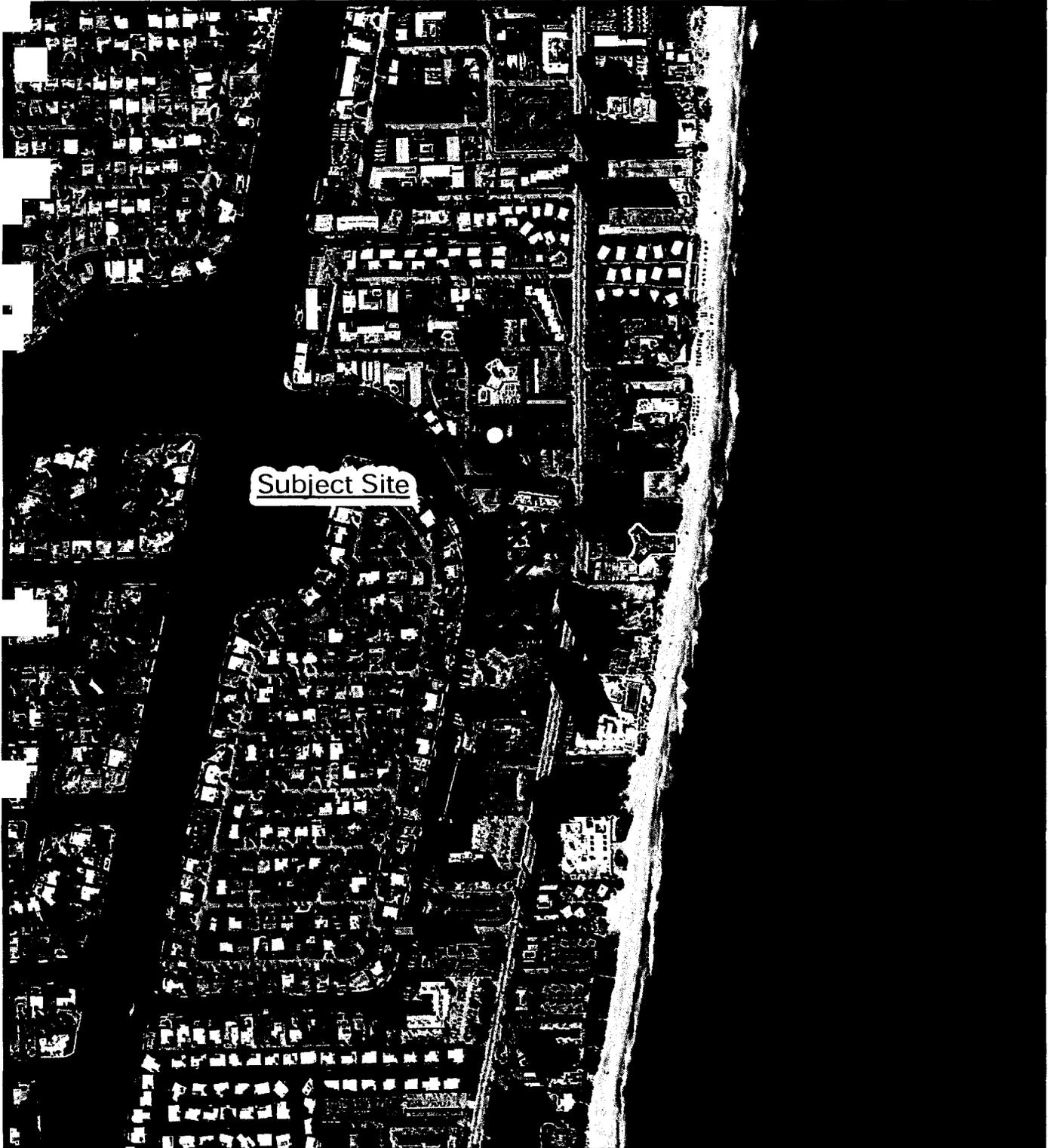
CITY OF POMPANO BEACH OFFICIAL ZONING MAP



1 in = 600 ft

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH AERIAL MAP

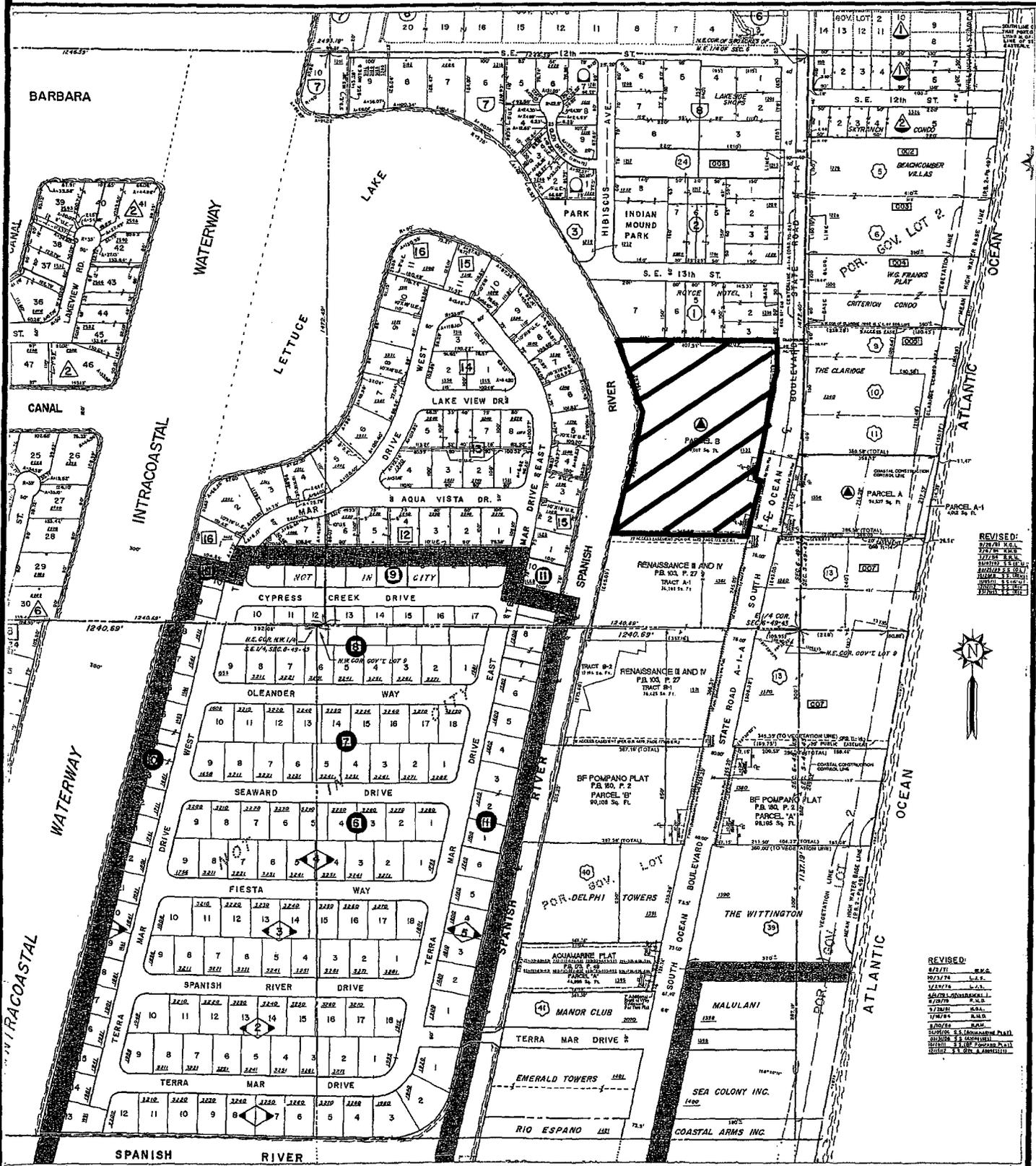


1 in = 600 ft

5

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

EXCERPT FROM THE CITY OF POMPANO BEACH PLAT MAP



REVISED:
 1/27/71 B.C.C.
 1/27/74 L.S.
 1/27/74 L.S.
 1/27/74 P.A.S.
 1/27/74 R.A.S.
 1/27/74 R.A.S.
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REVISED:
 1/27/71 B.C.C.
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 1/27/74 L.S.
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 1/27/74 R.A.S.
 1/27/74 R.A.S.
 1/27/74 R.A.S.
 1/27/74 R.A.S.
 1/27/74 R.A.S.

SCALE: NTS

NORTH

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.

P&Z
PZ15-13000004

May 26, 2015 / Page 2 of 2
WH Pompano
Project Number 08464.00

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)



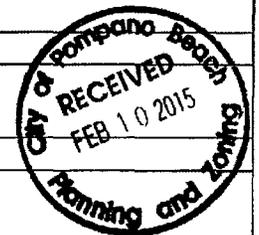
City of Pompano Beach
Department of Development Services
Planning & Zoning Division

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@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



REQUESTED COMMISSION ACTION: **QUASI-JUDICIAL**

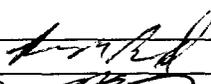
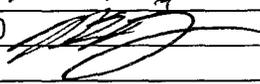
Consent Ordinance Resolution Consideration/Discussion Presentation

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:

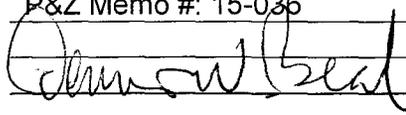
Summary: The applicant is requesting a rezoning from B-3 (General Business) to PD-I (Planned Development – Infill). The developer has applied for an amendment to the underlying Land Use From C (Commercial) to H (High Residential 25-4 dwelling units/ acre). The land use amendment was approved on first 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

City Manager 

P&Z Memo #: 15-036 

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 st Reading Approved <u>6/23/15</u>	1 st Reading _____	Results: _____	Results: _____
2 nd Reading <u>7/14/15</u>	_____	_____	_____



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 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

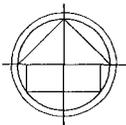
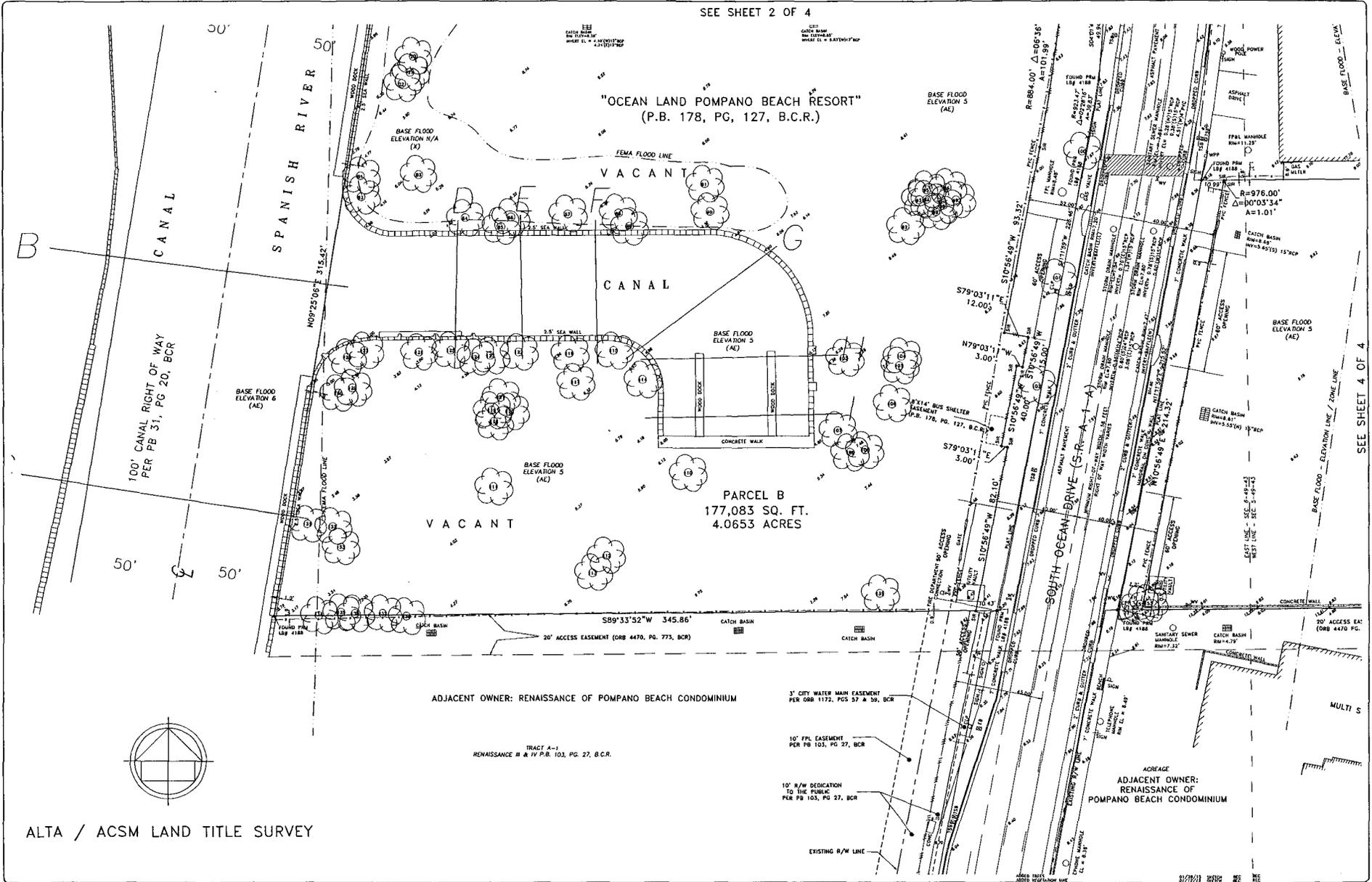
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6/4/15
l:ord/ch155/2015-362

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.

SEE SHEET 2 OF 4



ALTA / ACSM LAND TITLE SURVEY

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
POMPANO BEACH, FLORIDA

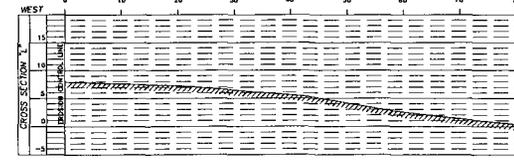
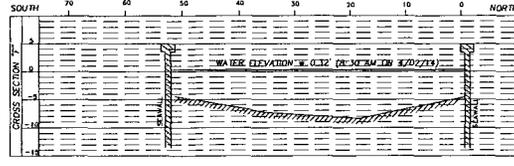
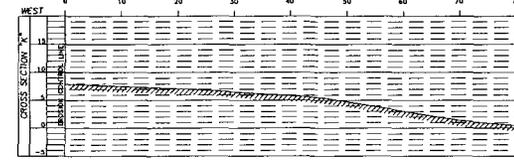
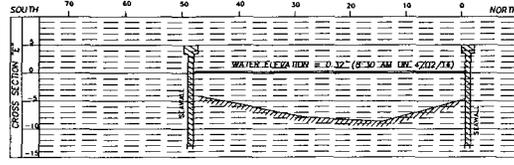
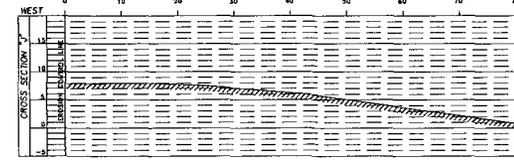
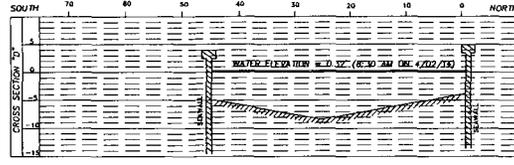
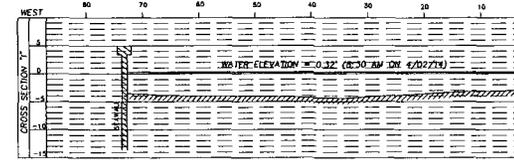
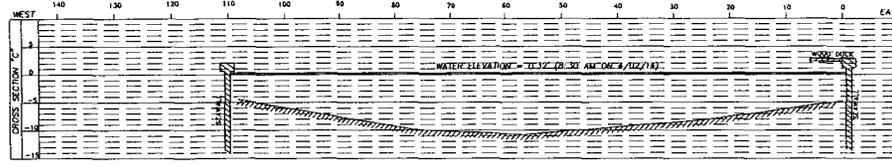
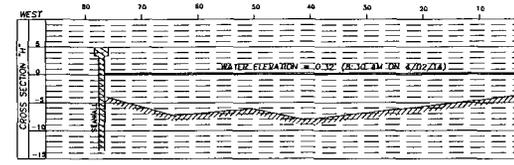
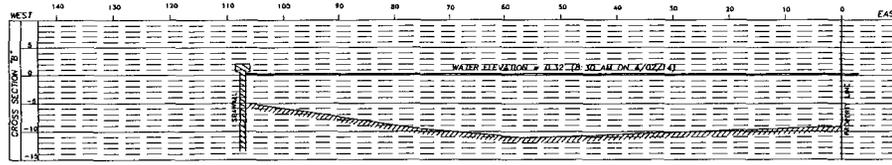
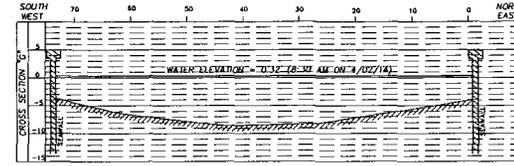
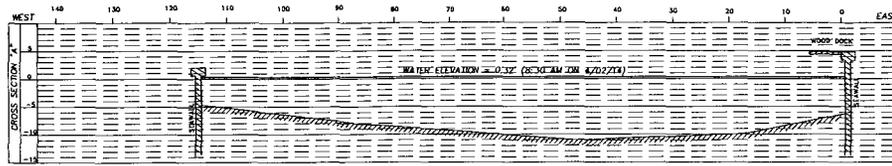
REVISIONS	DATE	FB/PC	DWN	CKD
ORIGIN SURVEY WITH FIELD LOCATION & DESCRIPTION	03/06/06	SECTION	AV	REC
ADDED IMPACT EVALUATION TO DAMAGE STRUCTURES	04/08/06	SECTION	AV	REC
REMOVED FLOOD TONE INFORMATION	05/21/06	SECTION	AV	REC
ADDED ADDITIONAL TREE	04/08/06	SECTION	AV	REC
REVISED LAND DESCRIPTION	08/29/06	SECTION	AV	REC
ADDED VEGETATION LINE	10/17/06	SECTION	AV	REC

REVISIONS	DATE	FB/PC	DWN	CKD
ADDED CORNER ELEVATION FOR SPANISH RIVER CANAL	10/25/06	SECTION	AV	REC
ADDED FLOOD TONE	04/24/07	SECTION	AV	REC
ADDED REVISIONS PER DISTRICTS REGISTRY	02/14/07	SECTION	AV	REC
ADDED REVISIONS PER CITY ENGINEER	02/27/07	SECTION	AV	REC
REVISIONS PER DISTRICTS COMMENTS	02/28/07	SECTION	AV	REC
REVISIONS PER SUBCOMMITTEE & ADDED SIGN	07/18/07	SECTION	AV	REC

REVISIONS	DATE	FB/PC	DWN	CKD
REVISED CERTIFICATE TO	09/25/06	SECTION	AV	REC
REVISED CERTIFICATE TO	10/26/06	SECTION	AV	REC
ADDED PROPOSED R/W LINE & REMOVED 5' EASEMENT CASE SIGN	09/24/08	SECTION	AV	REC
UPDATE SURVEY	08/20/11	SECTION	AV	REC
REVISED PER THE COMMISSION	08/20/11	SECTION	AV	REC
UPDATE SURVEY	10/26/11	SECTION	AV	REC

PROJECT NO: 2876-99
SHEET 3 OF 5
SCALE: 1" = 20'
SHEETS

ALTA / ACSM LAND TITLE SURVEY



CROSS SECTIONS

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
 POMPANO BEACH, FLORIDA

REVISIONS	DATE	FB/PC	OWN	CHKD
UPDATE SURVEY WITH TRUE LOCATION & ELEVATION	01/24/04	SKETCH	REC	REC
ADDED WATER ELEVATIONS TO BRANCH STRUCTURES	04/22/04	SKETCH	AV	REC
REMOVED FLOOD ZONE INFORMATION	07/27/04	-----	AV	REC
ADDED INDIVIDUAL TREES	08/24/04	-----	AV	REC
REMOVED LAKE DESCRIPTION	04/22/04	-----	AV	REC
ADDED VEGETATION LINE	04/22/04	-----	AV	REC

REVISIONS	DATE	FB/PC	OWN	CHKD
ADDED CROSS SECTION FOR SPURRING RIVER CANAL	07/25/04	124/04	AV	REC
LINE "ADDITION"	06/29/07	SKETCH	AV	REC
LINE "REVISIONS PER CONSTRUCTION REQUEST"	04/14/07	SKETCH	AV	REC
MODIFY PER ALTA / ACSM RECORDS	04/19/07	SKETCH	AV	REC
REVISIONS PER STRIKEOUT COMMENTS	04/22/07	SKETCH	AV	REC
REVISIONS PER CHANGEMAN AND ADDED SWAL	02/27/07	SKETCH	AV	REC

REVISIONS	DATE	FB/PC	OWN	CHKD
REVISED CHECKED TO	01/28/14	SKETCH	REC	REC
REVISED CHECKED TO	01/28/14	SKETCH	REC	REC
REVISED CHECKED TO	08/28/02	-----	AV	REC
REVISED CHECKED TO	02/24/06	-----	AV	REC
ADDED PROPOSED ROW LINE AS REQUIRED BY EXISTING EAST SIDE	02/24/06	-----	AV	REC
UPDATE SURVEY	04/21/11	-----	AV	REC
REVISED PER TITLE COMMITMENT	04/22/11	-----	AV	REC
UPDATE SURVEY	01/04/12	SKETCH	AV	REC

PROJECT NO
 2878-99

SHEET
 5
 OF
 5
 SHEETS

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

WH POMPANO, LP
300 SW 1ST AVENUE, SUITE 106
FORT LAUDERDALE, FL 33301
PH: 954-522-6556

PROJECT TEAM

Developer

Dev Motwani
WH Pompano, LP
300 SW 1st Avenue, Suite 106
Fort Lauderdale, FL 33301
O: 954-522-6556
E: dev.motwani@gmail.com

Legal/Agent

Robert Lochrie Esq.
Lochrie & Chakas, P.A.
1401 E. Broward Blvd, Suite 303
Ft. Lauderdale, FL 33301
O: 954-779-1101
E: rlochrie@lochrielaw.com

Architect

Bruce Bosch, AIA
Nichols, Brosch, Wurst, Wolfe &
Associates, Inc.
161 Almeria Avenue
Coral Gables, FL 33134
O. 305-443-5206 F. 305-443-3168
E: bbrosch@nbww.com

Landscape Architect

Paul Weinberg
TBG - Group
200 West First Ave., Suite 103
Fort Lauderdale, Florida 33301
P: 954.473.1000
E: Paul.Weinberg@tbg-inc.com

Engineer/Planner/Surveyor

Dodie Keith-Lazowick, P.L.S.
Keith and Associates, Inc.
301 East Atlantic Blvd
Pompano Beach, Florida 33060
P: 954-788-3400 F: 954-788-3500
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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- 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 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

EXHIBIT "B" REGULATING PLAN

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.

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REGULATING PLAN



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.

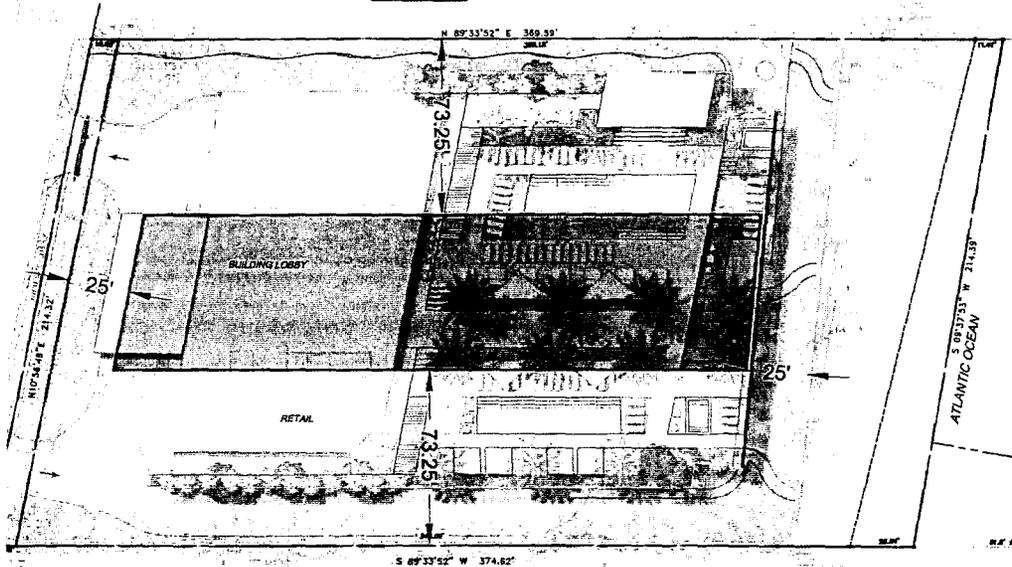
The project also exceeds the following dimensional standards:

- 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

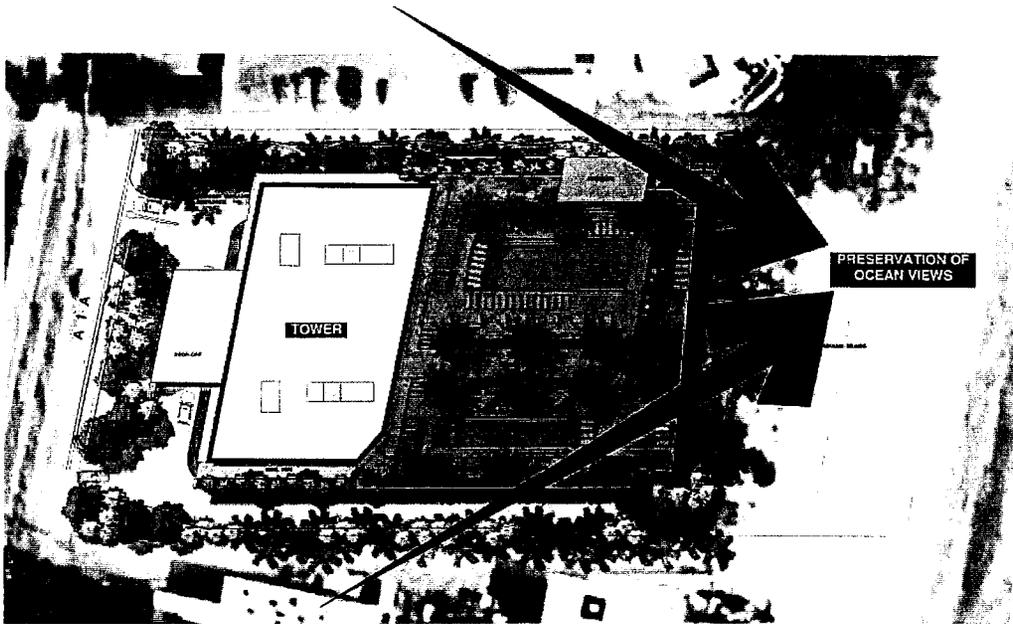
- A 49% reduction in the number of allowed accessory uses.

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.

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REGULATING PLAN



- 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).

EXHIBIT "B"
REGULATING PLAN

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

EXHIBIT "B"
REGULATING PLAN

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

EXHIBIT "B"
REGULATING PLAN

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

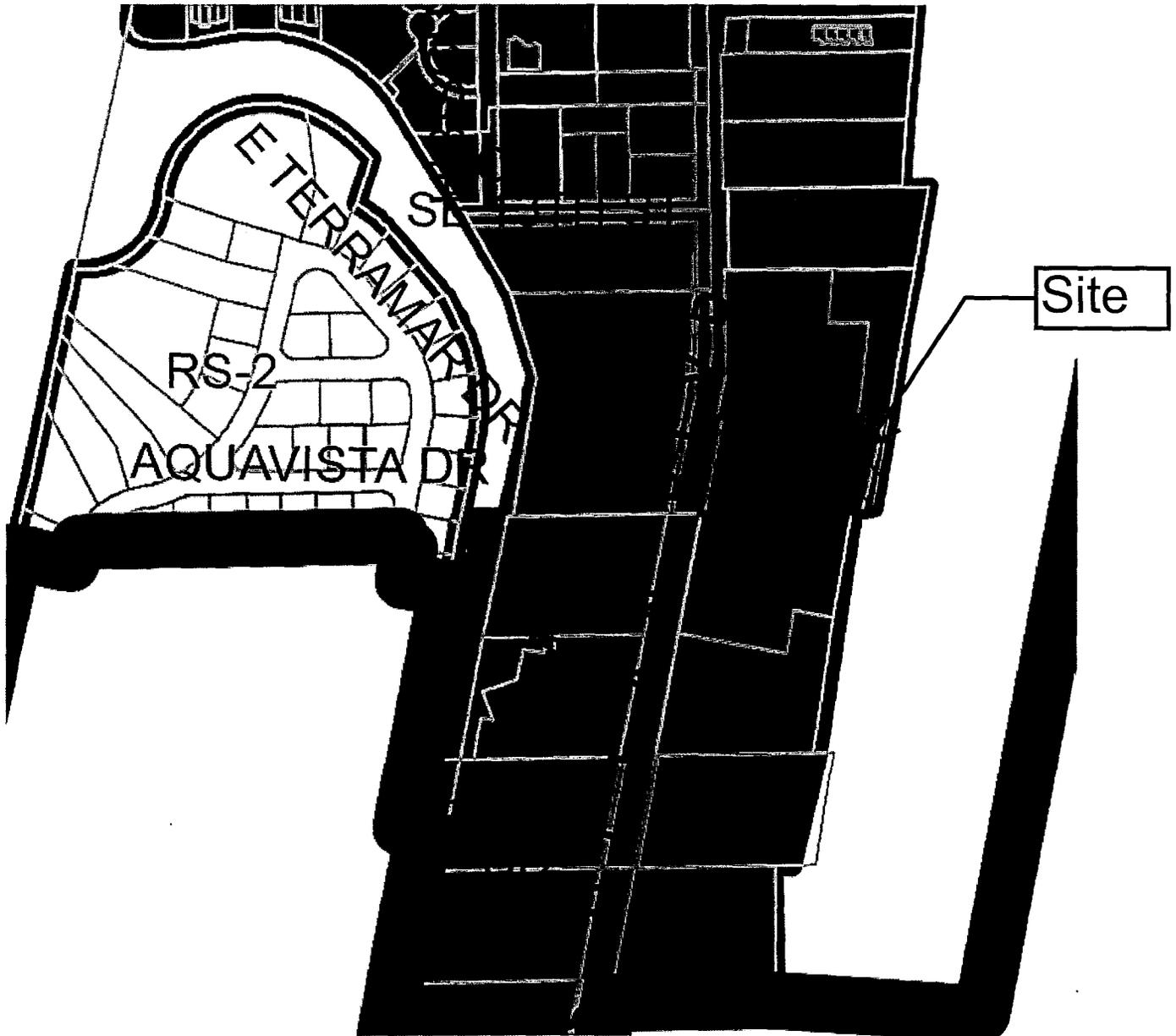


EXHIBIT C

Future Land Use Map

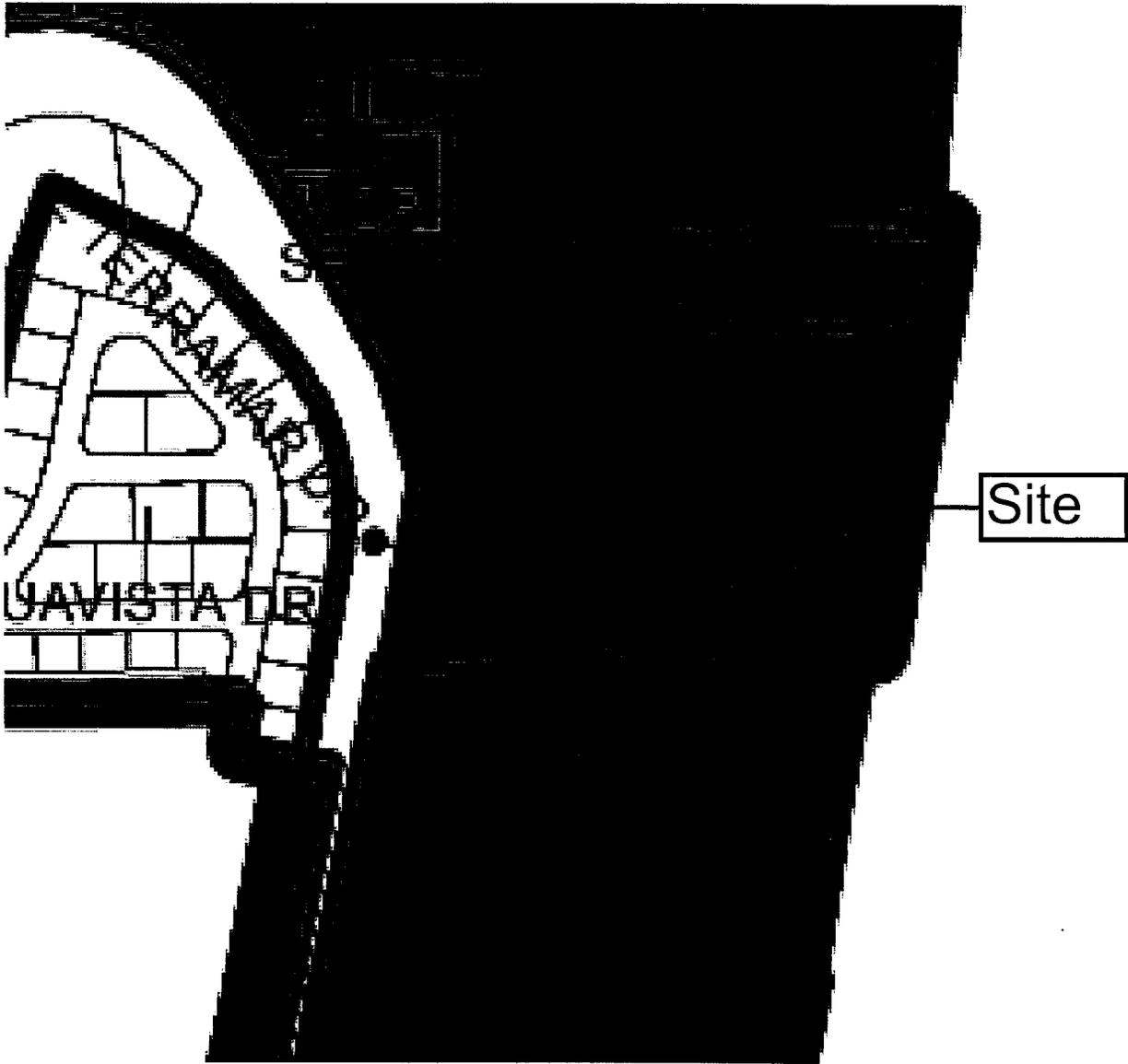


EXHIBIT D

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

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REGULATING PLAN

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

Intensity and Dimensional Standards ¹	PD-1	RM-45HR	Variance w/ PD-1	RM-45HR	Variance w/ PD-1
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]

- See measurement rules and allowed exceptions/variations in Article 9: Part 4.
- 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.
- 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.
- Structures within the Air Park Overlay (APO) zoning district must also comply with the height limits in Section 155.3707.
- 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.
- 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.

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.

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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

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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

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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

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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

Number of Off-Street Stacking Spaces	Minimum Stacking Lane Distance (ft)
1 - 49	25
50 - 249	50 from the edge of building
250 - 499	100

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500 or more	100 + 15 ft for every additional 50 spaces beyond 500
<p>NOTES:</p> <p>1. Entrances into parking structures may be credited towards the stacking lane distance requirement.</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>	

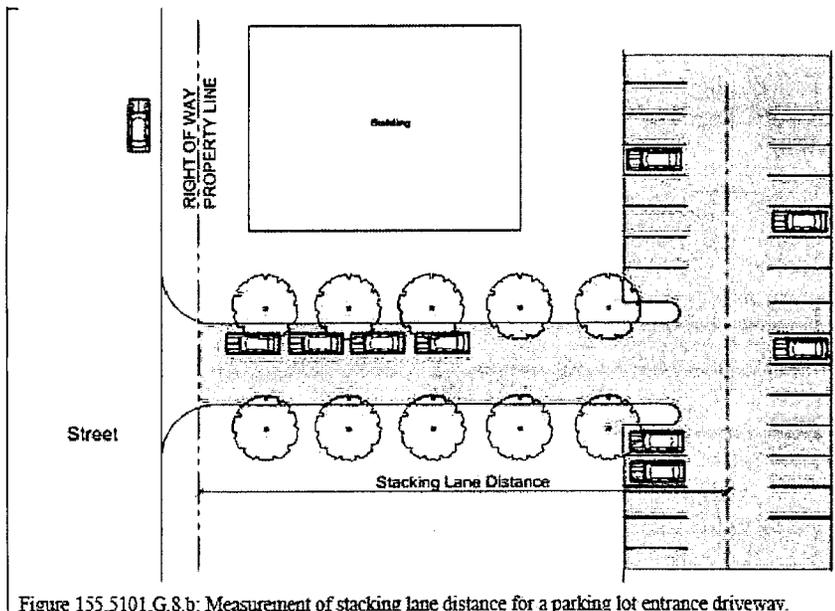


Figure 155.5101.G.8.b: Measurement of stacking lane distance for a parking lot entrance driveway.

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

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trimmed—so as to ensure provision of the required unobstructed cross-visibility. (See Figure 155.5101.G.9.c, Sight triangle clear visibility.)

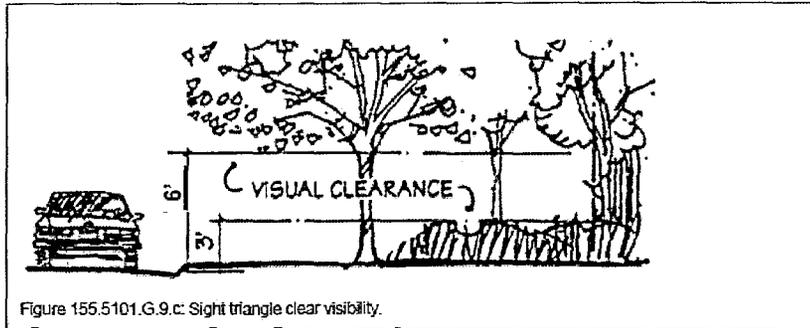


Figure 155.5101.G.9.c: Sight triangle clear visibility

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:

- 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

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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:

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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

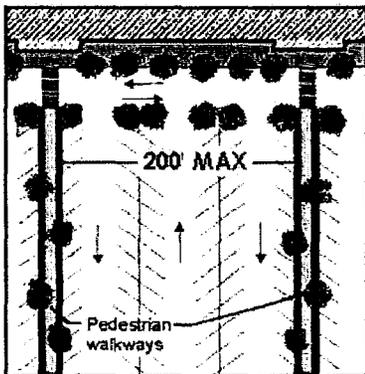


Figure 155.5101.I.3.b: Walkways through parking lots.

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		Minimum Number of Off-Street Parking Spaces	Minimum Number of Off-Street Parking Spaces
Residential Uses			
Household Living Uses	Dwelling, multifamily ⁹	Efficiency DUs	1 per DU
		DUs with 1 or 2 bedrooms	1.5 per DU
		DUs with 3+ bedrooms	2 per DU
Household Living Uses	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

EXHIBIT F

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						
Parking Angle (Degrees)	Stall Width (ft)	Stall Perpendicular Curb (ft)	Depth (ft)	Aisle Width (ft)	Stall Length Along Curb (ft)	Double Row + Aisle, Curb to Curb (ft)
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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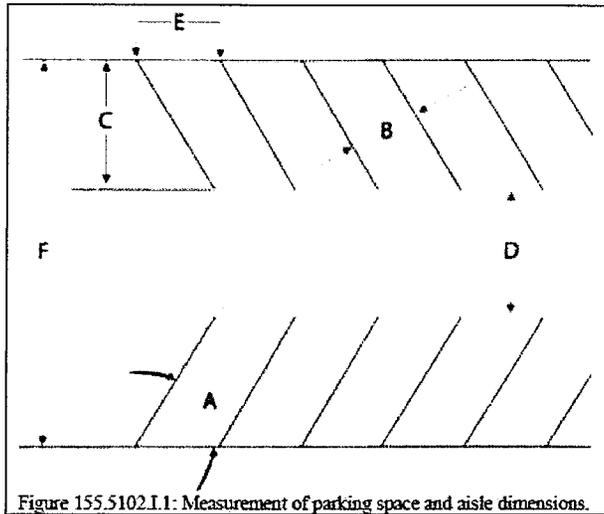


Figure 155.5102.I.1: Measurement of parking space and aisle dimensions.

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

EXHIBIT F

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

EXHIBIT F

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.

EXHIBIT F

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

EXHIBIT F

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

EXHIBIT F

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;

EXHIBIT F

- 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

EXHIBIT F

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-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

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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

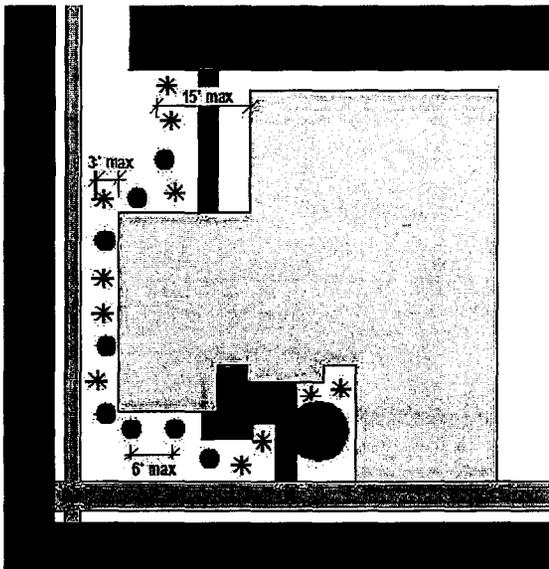


Figure 155.5203.E: Building base plantings.

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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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. Not Applicable.

d. Not Applicable.

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

Note: The semi opaque fence requirement below may be deleted if combination 14 foot controlled beach access and perimeter landscape is provided; or if there is an existing encroachment of a wall, fence and/or retaining wall within the type "B" buffer;

TABLE 155.5203.F.3: REQUIRED BUFFER TYPES AND STANDARDS		
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

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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 using 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)

Replacement	Replacement Cost (per tree)
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.

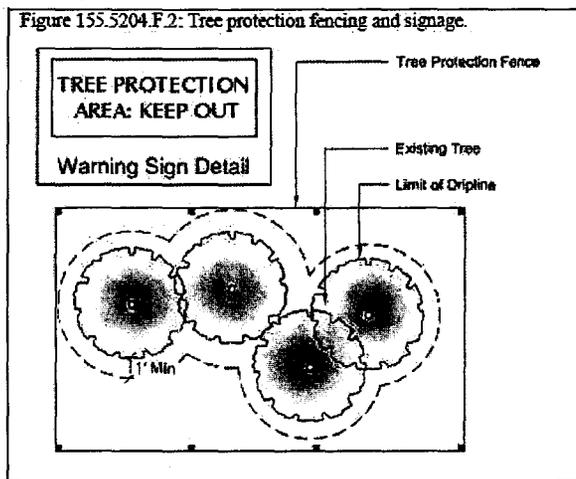


Figure 155.5204.F.2: Tree protection fencing and signage

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.

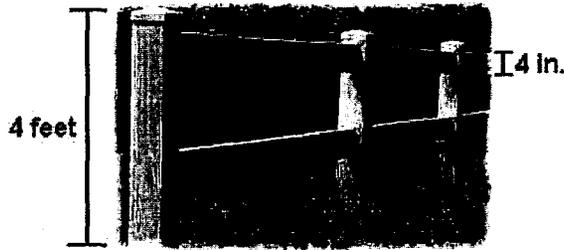
ii. Fencing Required on Vacant Lots Along the Scenic Highway

(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.

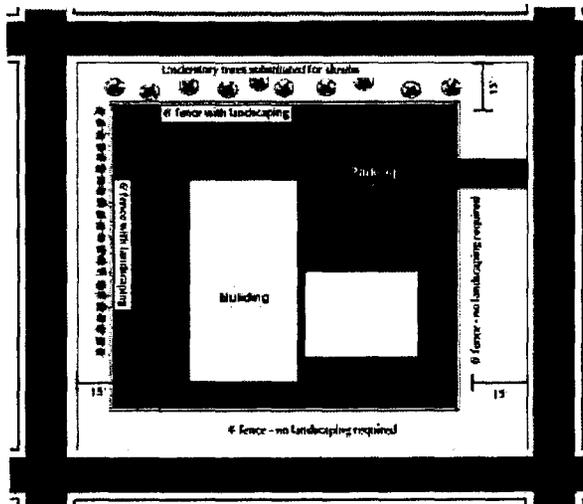


Figure 155.5302.F.3: Fence and wall landscaping.

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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

Zoning District	Minimum Illumination in Vehicular Use Area ¹	Minimum 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

EXHIBIT F

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.)

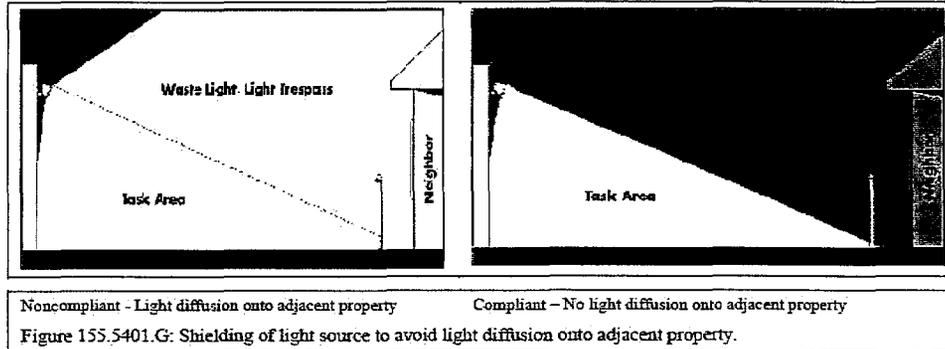


Figure 155.5401.G: Shielding of light source to avoid light diffusion onto adjacent property

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;

EXHIBIT F

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

EXHIBIT F

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

Green Design Feature	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	

EXHIBIT "B"
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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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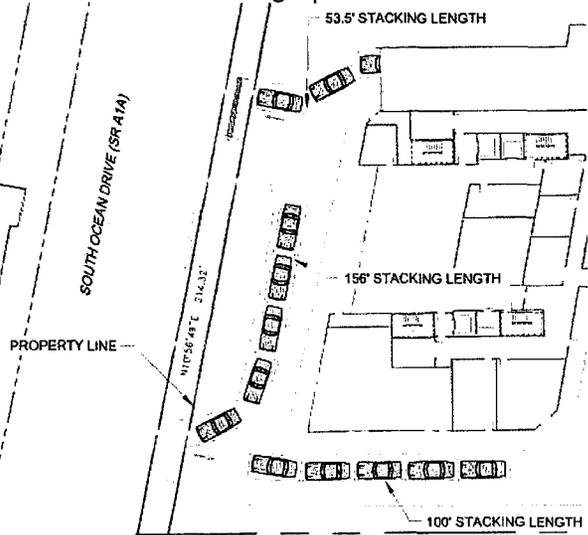
				<p>abutting properties. Vehicles can safely stack at both entrances to the property. The north entrance has 50 feet of stacking from the parking garage entrance to property line and does not intersect with the internal drive. The south entrance has more than 50 feet of stacking along both the parallel drive and between the building front and side loading zone as shown in the graphic below.</p> 
<p>155.5102.I.1</p>	<p>Parking Space Dimensions</p>	<p>10 x 20 foot</p>	<p>To allow 9 x 18 foot parking spaces in lieu of 10 x 20 foot spaces</p>	<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 amenity decks.</p>

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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

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				<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>
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EXHIBIT "B"
REGULATING PLAN

EXHIBIT G

				 <p>Claridge</p>
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EXHIBIT G

EXHIBIT "B"
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				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.

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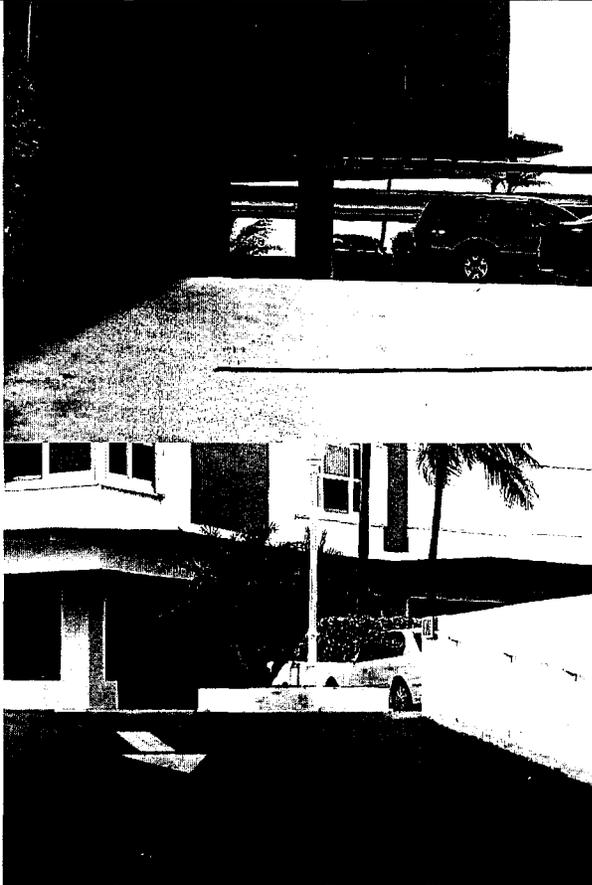
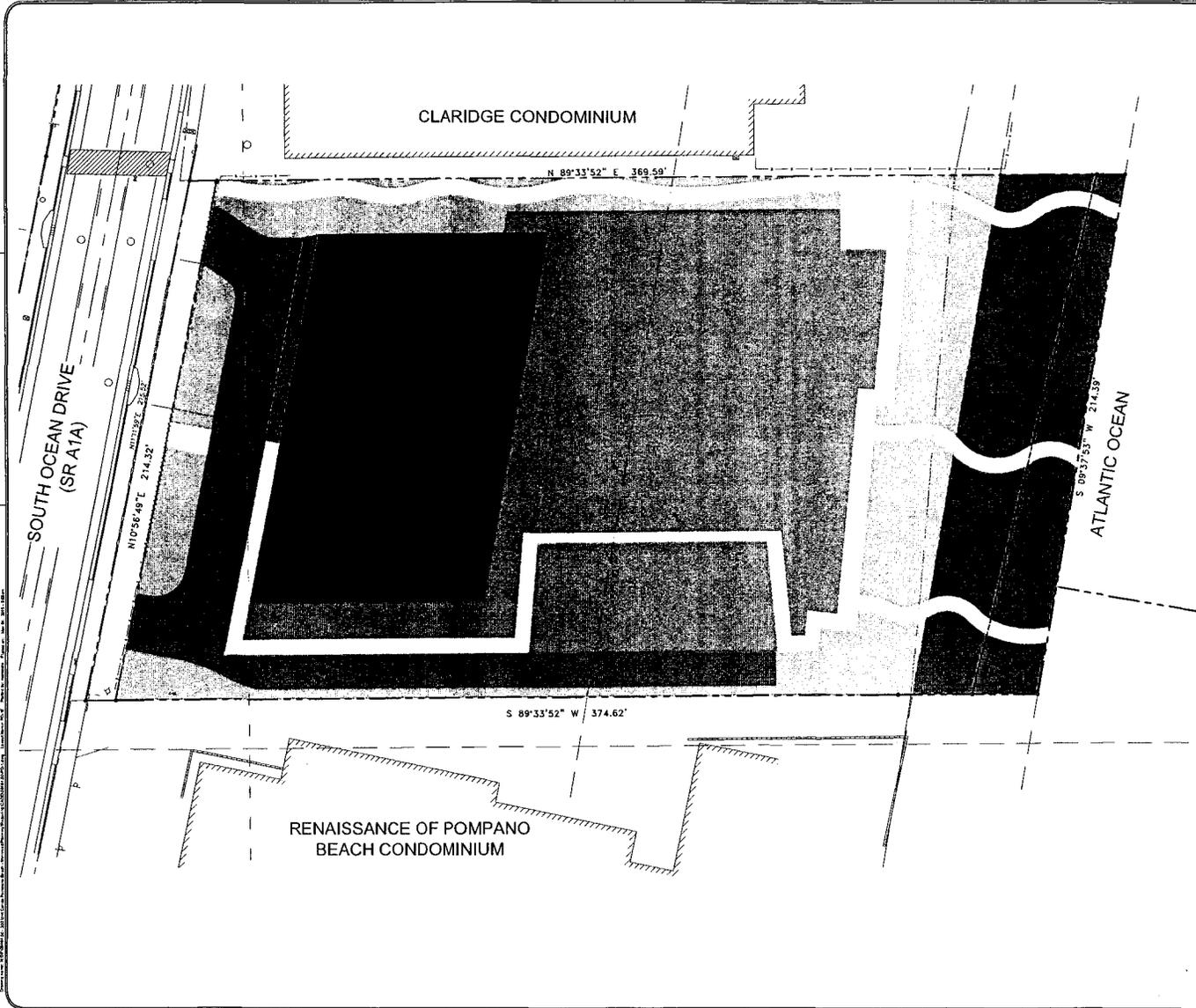
				
155.5203.F.3	Landscape	Perimeter Buffer	To allow enhanced landscaping in lieu of the semi-opaque fence along the north property line	As an alternative the developer is proposing an enhanced pedestrian/bicycle access to the Café and Beach. Constructing a 6 foot high semi-opaque fence would defeat the intent of the enhanced landscape walkway. The fence

EXHIBIT "B"

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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

<p>DATE: 10/20/05 SCALE: AS SHOWN DRAWN BY: J.M. DESIGN BY: J.M. CHECKED BY: J.L.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REVISION</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> </tbody> </table>	REVISION	DATE																				
REVISION	DATE																						
<p>K&B Engineering 301 East Atlantic Boulevard Pompano Beach, Florida 33062-6643 (954) 786-3000 FAX: (954) 786-3500 State of Florida Certificate of Authorization Number: 7928</p>																							
<p>WH POMPANO BUILDING USE PLAN CITY OF POMPANO BEACH BROWARD COUNTY</p>																							
<p>PRELIMINARY PLAN NOT FOR CONSTRUCTION THESE PLANS ARE NOT FULLY PERMITTED UNTIL THE SUBJECT TO ANY REQUIRED CHANGES THE PERMITTING PROCESS. RESPONSIBILITY FOR THE USE OF THESE PLANS FROM THE TIME PERMITS FROM ANY AGENCIES HAVING JURISDICTION OVER THE PROJECT WILL FALL SOLELY UPON THE USER.</p>																							
<p>SHEET IDENTIFICATION PD-1E SHEET of</p>																							
<p>PROJECT NO. 08464.00</p>																							

EXHIBIT "B"

Page 2 of 4

DATE: 10/20/2014	SCALE: AS SHOWN	DRAWN BY: M.A.	CHECKED BY: L.T.
DESIGN BY: M.A.			

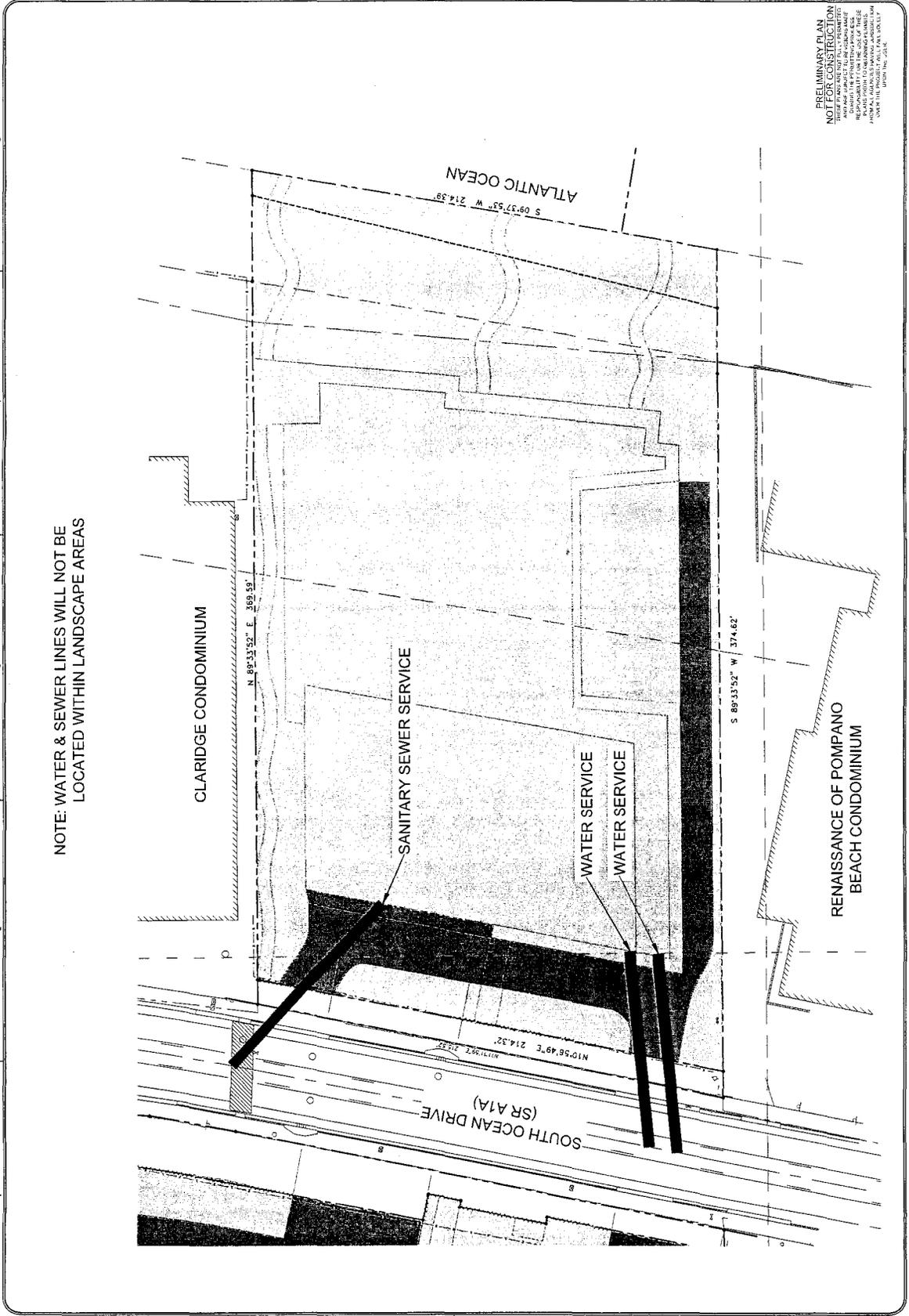
REVISION	DATE



KATHY L. HARRIS
 CONSULTING ENGINEER
 301 East Atlantic Boulevard
 Pompano Beach, Florida 33060-6613
 (954) 788-3400, FAX (954) 788-3500
 Registration Number: 7928

WH POMPANO
 UTILITY PLAN
 BROWARD COUNTY
 CITY OF POMPANO BEACH

SHEET IDENTIFICATION
PD-2E
 SHEET OF
 PROJECT NO. 08464.00



NOTE: WATER & SEWER LINES WILL NOT BE LOCATED WITHIN LANDSCAPE AREAS

**PRELIMINARY PLAN
 NOT FOR CONSTRUCTION**
 THESE PLANS AND ANY PARTS THEREOF ARE NOT TO BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF ALL INFORMATION PROVIDED BY THE USER.

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

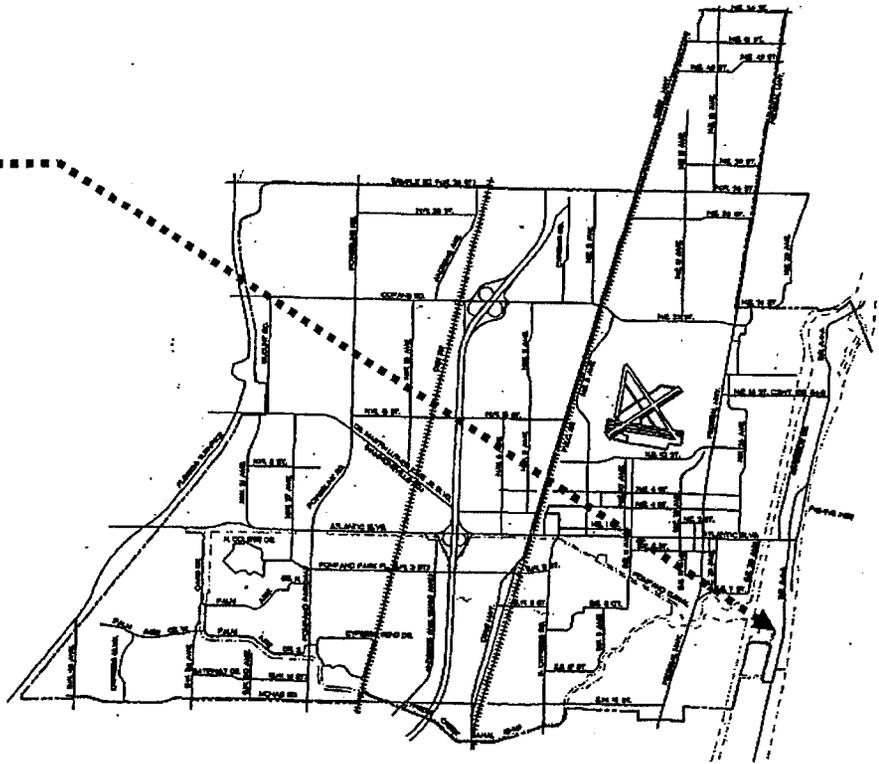
ADMINISTRATIVE MEMORANDUM NO. 15-265

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.

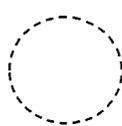
1350 S Ocean Blvd



LEGEND

FOR LAND USE PLAN

<u>Symbol</u>	<u>Classification</u>	<u>Units/ Acre</u>
	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	



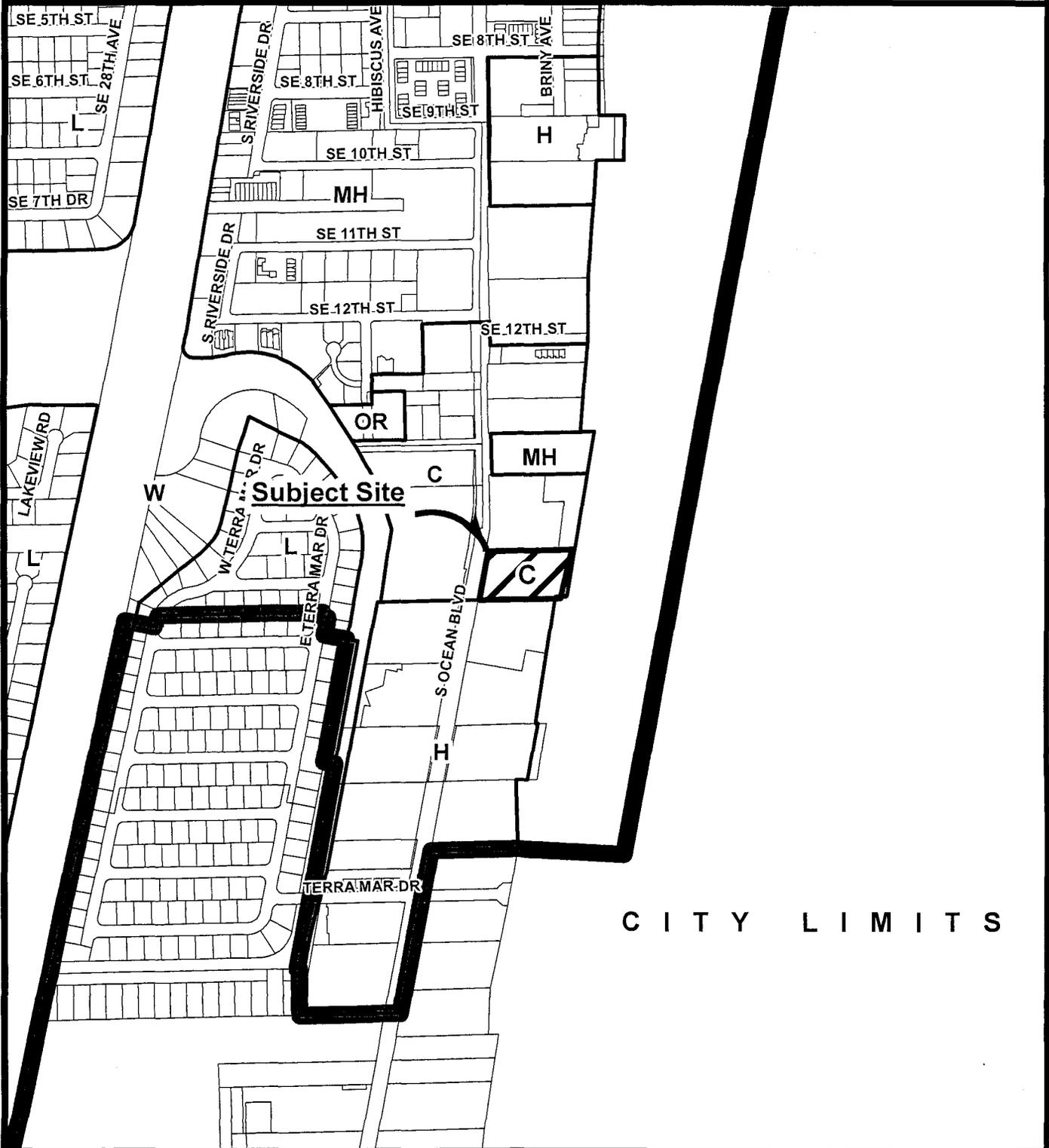
Number
Reflects the maximum total number of units permitted within the dashed line of Palm Aire & Cypress Bend being 9,724 and 1,998

FOR ZONING MAP

<u>Symbol</u>	<u>District</u>
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	Commercal Recreation
CF	Community Facilities
T	Transportation
PU	Public Utility
LAC	Local Activity Center

* Existing
> Proposed

CITY OF POMPANO BEACH OFFICIAL LAND USE MAP

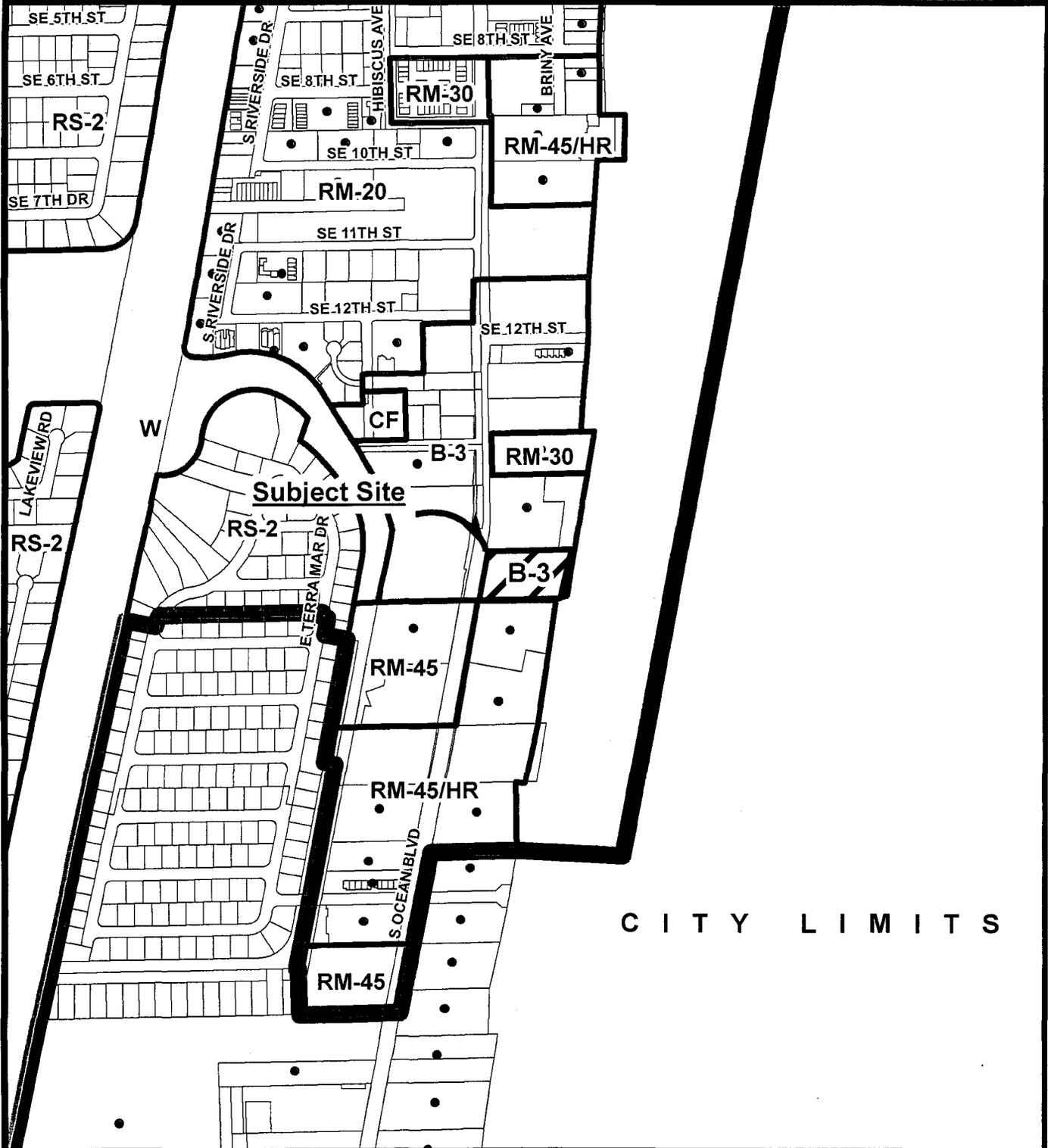


1 in = 600 ft

3

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH OFFICIAL ZONING MAP



1 in = 600 ft

4

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH AERIAL MAP



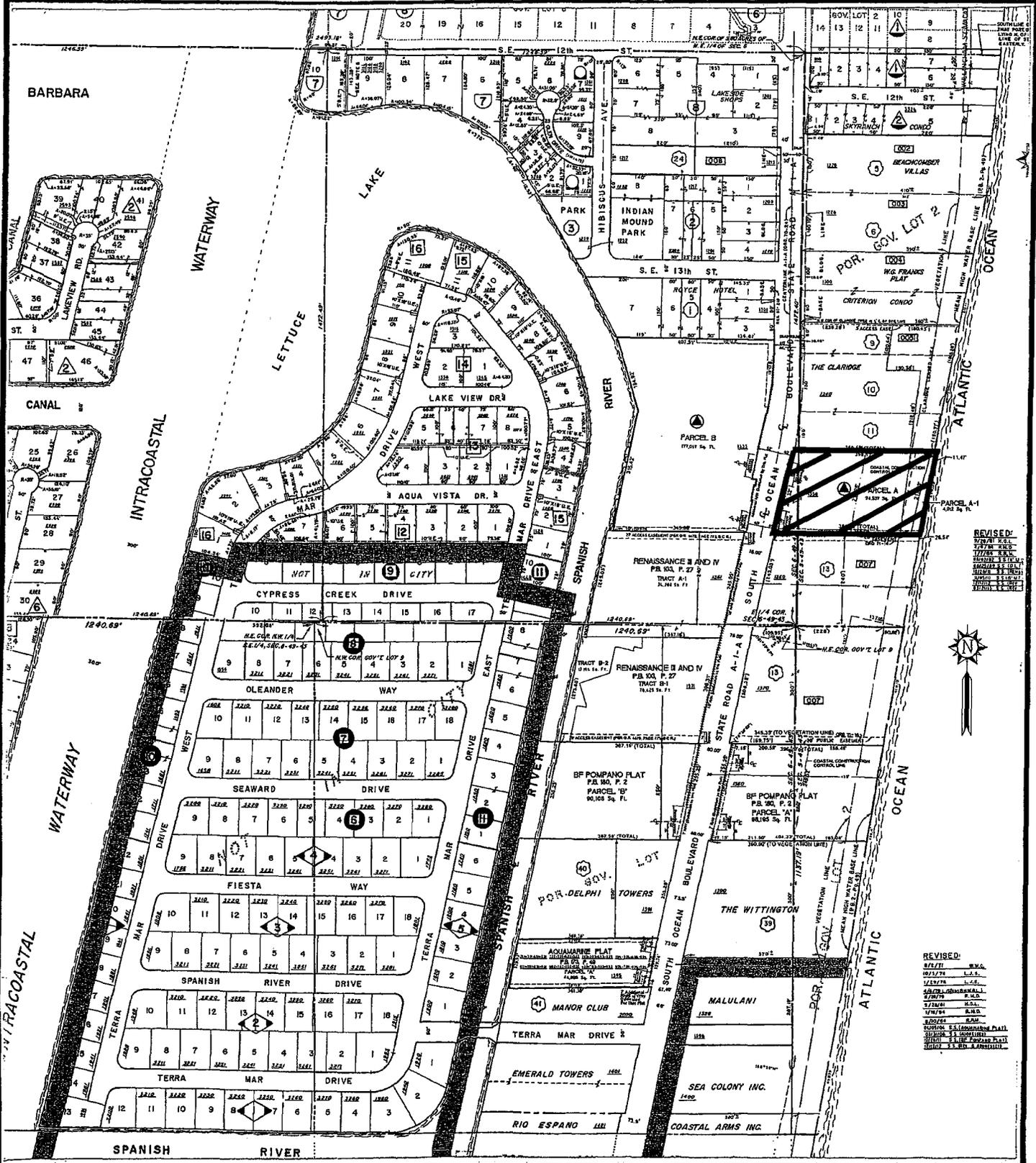
Subject Site

1 in = 600 ft

5

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

EXCERPT FROM THE CITY OF POMPANO BEACH PLAT MAP



SCALE: NTS

↑
NORTH

REVISED:
 1/27/71 W.C.
 1/27/71 W.C.
 1/27/71 W.C.
 1/27/71 W.C.
 1/27/71 W.C.
 1/27/71 W.C.

REVISED:
 8/21/71 W.C.
 10/21/71 L.S.
 11/21/71 L.S.
 12/21/71 L.S.
 1/21/72 L.S.
 2/21/72 L.S.
 3/21/72 L.S.
 4/21/72 L.S.
 5/21/72 L.S.
 6/21/72 L.S.
 7/21/72 L.S.
 8/21/72 L.S.
 9/21/72 L.S.
 10/21/72 L.S.
 11/21/72 L.S.
 12/21/72 L.S.

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 is 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. |

15-1300005
(EAST SIDE)



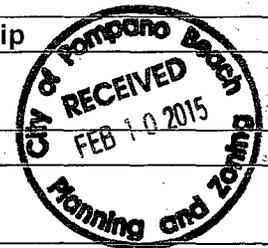
City of Pompano Beach
Department of Development Services
Planning & Zoning Division

100 W. Atlantic Blvd Pompano Beach, FL 33060
Phone: 954.786.4634 Fax: 954.786.4666

**Request for Rezoning to Planned
Development**

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 954-788-3400	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



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 OCEAN LAND POMPANO BEACH RESORT PLAT; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The property owner, WH Pompano, wishes to amend the note on the Ocean Land Pompano Beach Resort Plat in order to redevelop the site to construct 92 high rise units and 5,000 square feet of commercial on Parcel A; 211 high rise units, 10,000 square feet of commercial, 2 boat slips and 25 ancillary boat slips on Parcel B; open space on Parcel A-1. The existing note currently reads "This plat is restricted to 600-room hotel and Parcel A-1 is restricted to open space. Residential uses are not permitted without the approval of the Board of County Commissioner who shall review and address these uses for increased impacts. Boat slips are not permitted without the approval of the Board of County Commissioners." The proposed note is to read, "This plat is restricted to 92 high rise units and 5,000 square feet of commercial on Parcel A, 211 high rise units, 10,000 square feet of commercial, 2 boat slips and 25 ancillary boat slips on Parcel B and open space on Parcel A-1. No free standing banks or banks with drive through facilities are permitted without the approval of the Board of County Commission who shall review and address these uses for increased impacts." Staff has no objections to the changes.

- (1) Origin of request for this action: WH Pompano, LP.
(2) Primary staff contact: Maggie Barszewski/Robin 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.

6/19/2015

Approval

City Attorney

6/22/2014

[Signature]

CAC # 2015-1137

Advisory Board

X City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance

Resolution

Consideration

Workshop

1st Reading

1st Reading

Results:

Results:

2nd Reading



City Attorney's Communication #2015-1137

June 22, 2015

TO: Maggie Barszewski, AICP, Planner
FROM: Gordon B. Linn, City Attorney
RE: Resolution Approving the Ocean Land Pompano Beach Resort Plat Amendment

As requested in your memorandum of June 18, 2015, Department of Development Services Memorandum #15-326, 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 OCEAN LAND POMPANO BEACH RESORT 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/2015-1137

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 OCEAN LAND POMPANO BEACH RESORT 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 Ocean Land Pompano Beach Resort 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 19, 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 Ocean Land Pompano Beach Resort

Dear Ms. Knight:

The City of Pompano Beach has no objection to amendment of notation on the Ocean Land Pompano Beach Resort. The change to the note is, as follows:

From:

This plat is restricted to 600-room hotel and Parcel A-1 is restricted to open space. Residential uses are not permitted without the approval of the Board of County Commissioner who shall review and address these uses for increased impacts. Boat slips are not permitted without the approval of the Board of County Commissioners.

To:

This plat is restricted to 92 high rise units and 5,000 square feet of commercial on Parcel A, 211 high rise units, 10,000 square feet of commercial, 2 boat slips and 25 ancillary boat slips on Parcel B and open space on Parcel A-1. No free standing banks or banks with drive through facilities are permitted without the approval of the Board of County Commission who shall review and address these uses for increased impacts.

Regards,

Maggie Barszewski, AICP
Planner



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**

OWNER'S CERTIFICATE

This is to certify that I am the owner of the subject lands described in this application and that I have authorized the filing of the aforesaid application for rezoning.

Owner's Name: Dev Motwani, Manager for WH Pompano. L.P.
(Print or Type)

Address: 300 SW 1st Avenue, Suite 106
Fort Lauderdale, FL 33301
(Zip Code)

Phone: 954-522-6556

Email address: dev.motwani@gmail.com

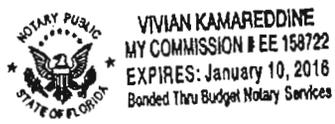
[Handwritten Signature]
(Signature of Owner or Authorized Official)

SWORN AND SUBSCRIBED before me this 5th day of February, 2015.

[Handwritten Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Vivian Kamareddine
(Name of Notary Public: Print, stamp, or Type as Commissioned.)

Personally know to me, or
 Produced identification: _____
(Type of Identification Produced)



Site



OCEAN LAND POMPANO BEACH RESORT

A REPLAT OF SPANISH RIVER RAQUET CLUB, PLAT BOOK 125, AT PAGE 22, BROWARD COUNTY RECORDS,
AND A PORTION OF SECTIONS 5 & 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST,
CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA
MARCH, 2006

CFN # 108494226,
Page 1 of 4
Recorded 03/30/2009 at 08:46 AM

#17

BROWARD COUNTY PLANNING COUNCIL

THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS THIS 23RD DAY AUG. OF 2007 A.D.

BY: [Signature]
CHAIRPERSON

THIS PLAT COMPLIES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL OF THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS 23RD DAY OF MARCH, 2009 A.D.

BY: [Signature]
EXECUTIVE DIRECTOR OR DESIGNEE

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT COUNTY RECORDS DIVISION - RECORDING SECTION

THIS INSTRUMENT WAS FILED FOR RECORD THIS 30TH DAY OF MARCH, 2009 A.D., AND RECORDED IN PLAT BOOK 118, PAGE 127, RECORD VERIFIED.

ATTEST: BERTHA HENRY COUNTY ADMINISTRATOR BY: [Signature] DEPUTY

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT COUNTY RECORDS DIVISION - MINUTES SECTION

THIS IS TO CERTIFY THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA THIS 25TH DAY OF SEPTEMBER, 2007.

ATTEST: BERTHA HENRY COUNTY ADMINISTRATOR BY: [Signature] DEPUTY
VICE MAYOR - COUNTY COMMISSION

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

THIS PLAT IS APPROVED AND ACCEPTED FOR RECORD.

BY: [Signature] 3/25/09 BY: [Signature] 3/25/09
ROBERT P. LEBON, JR. DATE RICHARD TORIJOSE DATE
PROFESSIONAL SURVEYOR AND MAPPER DIRECTOR
FLORIDA REGISTRATION NO. LS 4030 FLORIDA REGISTRATION NO. 40263

BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT

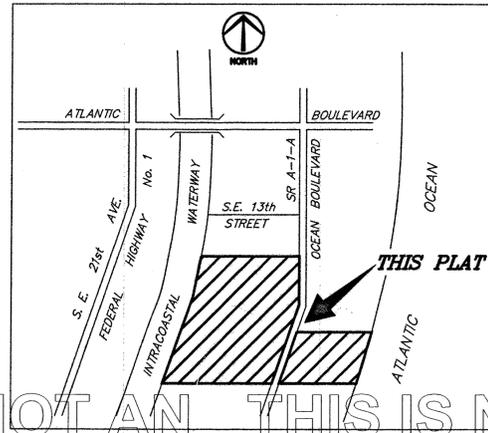
THIS PLAT IS APPROVED AND ACCEPTED FOR RECORD THIS 23RD DAY OF MARCH, 2009.

BY: [Signature]
DIRECTOR/DESIGNEE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED, SUBDIVIDED AND PREPARED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE PLAT AND SURVEY DATA SHOWN CONFORMS TO ALL THE APPLICABLE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND WITH THE APPLICABLE SECTIONS OF CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS REQUIRED TO COMPLY WITH THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WERE SET IN ACCORDANCE WITH SECTION 177.091 OF SAID CHAPTER 177, PART I, ON THIS DAY OF 2006. THE BENCHMARKS SHOWN ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929 IN CONFORMITY WITH STANDARDS ADOPTED BY THE NATIONAL OCEAN SURVEY FOR THIRD ORDER VERTICAL CONTROL.

BY: [Signature] DATE: 8/24/06
RICHARD E. COUSINS
PROFESSIONAL LAND SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION NUMBER 4188
COUSINS SURVEYORS & ASSOCIATES, INC.
6501 ORANGE DRIVE, DAVIE, FLORIDA 33314
954-680-9885, FAX 954-680-0213
CERTIFICATE OF AUTHORIZATION NUMBER LICENSE BUSINESS 6448



LOCATION MAP NOT TO SCALE

LAND DESCRIPTION:

THE NORTH 10 FEET OF THE SOUTH 250 FEET OF THAT PART OF GOVERNMENT LOT 2, LYING NORTH OF SECTION CENTER-LINE, SECTION 5, TOWNSHIP 49 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, AND THAT PART OF THE NORTH 10 FEET OF THE SOUTH 250 FEET OF THE S 1/2 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, LYING EAST OF STATE ROAD A-1-A, MORE PARTICULARLY DESCRIBED AS ALL OF THAT TRACT OF LAND 10 FEET IN WIDTH RUNNING FROM EAST RIGHT-OF-WAY LINE OF STATE ROAD A-1-A TO THE WEST BOUNDARY OF THE ATLANTIC OCEAN ON THE EAST, TOGETHER WITH ANY AND ALL RIPARIAN AND/OR LITTORAL RIGHTS PERTAINING THERETO;

TOGETHER WITH:
THE NORTH 10 FEET OF THE SOUTH 250 FEET OF THE SOUTH 1/2 OF THE SE 1/4 OF THE NE 1/4 IN SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST, LYING WEST OF STATE ROAD A-1-A AS SAME IS NOW CONSTRUCTED AND USED, AND EAST OF THE CENTERLINE OF SPANISH RIVER, TOGETHER WITH ALL RIPARIAN RIGHTS THEREUNTO BELONGING OR IN ANYWISE APPERTAINING;

TOGETHER WITH:
THE NORTH 200 FEET OF THAT PART OF THE SOUTH 450 FEET OF GOVERNMENT LOT 2 IN SECTION 5, TOWNSHIP 49 SOUTH, RANGE 43 EAST, LYING NORTH OF THE EAST-WEST CENTER LINE OF SECTION 5, TOWNSHIP 49 SOUTH, RANGE 43 EAST;

TOGETHER WITH:
THE NORTH 200 FEET OF THE SOUTH 450 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 LYING EAST OF HIGHWAY A-1-A IN SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST;

TOGETHER WITH:
THE NORTH 300 FEET OF THE SOUTH 550 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 IN SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST, LYING WEST OF STATE ROAD A-1-A AS SAME IS NOW CONSTRUCTED AND USED, AND EAST OF THE CENTER LINE OF SPANISH RIVER;

TOGETHER WITH:
ALL OF "SPANISH RIVER RAQUET CLUB", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 125, AT PAGE 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

LESS AND EXCEPT: (PARCEL 13 RIGHT)
A PORTION OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST; THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (NE 1/4) SOUTH 89°19'51"WEST A DISTANCE OF 144.25 FEET TO A POINT; THENCE ALONG THE SURVEY BASELINE FOR STATE ROAD A-1-A AS SHOWN ON THE RIGHT-OF-WAY MAP FOR SECTION NO. 86050-2533 IN BROWARD COUNTY, FLORIDA, NORTH 10°58'58"EAST A DISTANCE OF 255.26 FEET TO A POINT; THENCE ALONG A LINE BEING 250 FEET NORTH OF AND PARALLEL WITH THE AFOREMENTIONED SOUTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4), NORTH 89°19'51"EAST A DISTANCE OF 22.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°19'51"EAST A DISTANCE OF 5.81 FEET TO A POINT; THENCE SOUTH 10°58'58"WEST A DISTANCE OF 10.21 FEET TO A POINT; THENCE SOUTH 89°19'51"WEST A DISTANCE OF 5.90 FEET TO A POINT; THENCE NORTH 11°30'00"EAST A DISTANCE OF 10.23 FEET TO THE POINT OF BEGINNING.

ALSO LESS: (PARCEL 13 LEFT)
A PORTION OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST; THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (NE 1/4) SOUTH 89°19'51"WEST A DISTANCE OF 144.25 FEET TO A POINT; THENCE ALONG THE SURVEY BASELINE FOR STATE ROAD A-1-A AS SHOWN ON THE RIGHT-OF-WAY MAP FOR SECTION NO. 86050-2533 IN BROWARD COUNTY, FLORIDA, NORTH 10°58'58"EAST A DISTANCE OF 255.26 FEET TO A POINT; THENCE ALONG A LINE BEING 250 FEET NORTH OF AND PARALLEL WITH THE AFOREMENTIONED SOUTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4), SOUTH 89°19'51"WEST A DISTANCE OF 27.57 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 10°58'58"WEST A DISTANCE OF 10.21 FEET TO A POINT; THENCE SOUTH 89°19'51"WEST A DISTANCE OF 3.06 FEET TO A POINT; THENCE NORTH 10°58'58"EAST A DISTANCE OF 10.21 FEET TO A POINT; THENCE NORTH 89°19'51"EAST A DISTANCE OF 3.06 FEET TO THE POINT OF BEGINNING.

ALSO LESS: (PARCEL 14)
A PORTION OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST; THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (NE 1/4) SOUTH 89°19'51"WEST A DISTANCE OF 144.25 FEET TO A POINT; THENCE ALONG THE SURVEY BASELINE FOR STATE ROAD A-1-A AS SHOWN ON THE RIGHT-OF-WAY MAP FOR SECTION NO. 86050-2533 IN BROWARD COUNTY, FLORIDA, NORTH 10°58'58"EAST A DISTANCE OF 255.26 FEET TO A POINT; THENCE ALONG A LINE BEING 250 FEET NORTH OF AND PARALLEL WITH THE AFOREMENTIONED SOUTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4), SOUTH 89°19'51"WEST A DISTANCE OF 27.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID PARALLEL LINE, SOUTH 89°19'51"WEST A DISTANCE OF 3.06 FEET TO A POINT; THENCE NORTH 10°58'58"EAST A DISTANCE OF 215.38 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 923.47 FEET; THENCE ALONG THE ARC OF SAID CURVE 39.83 FEET THROUGH A CENTRAL ANGLE OF 02°28'16" TO A POINT; THENCE SOUTH 04°36'34"WEST A DISTANCE OF 34.76 FEET TO A POINT; THENCE SOUTH 10°58'58"WEST A DISTANCE OF 220.03 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: (PARCEL 15)
A PORTION OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST; THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (NE 1/4) SOUTH 89°19'51"WEST A DISTANCE OF 144.25 FEET TO A POINT; THENCE ALONG THE SURVEY BASELINE FOR STATE ROAD A-1-A AS SHOWN ON THE RIGHT-OF-WAY MAP FOR SECTION NO. 86050-2533 IN BROWARD COUNTY, FLORIDA, NORTH 10°58'58"EAST A DISTANCE OF 255.26 FEET TO A POINT; THENCE ALONG A LINE BEING 250 FEET NORTH OF AND PARALLEL WITH THE AFOREMENTIONED SOUTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4), NORTH 89°19'51"EAST A DISTANCE OF 22.78 FEET TO THE POINT OF BEGINNING; THENCE NORTH 11°30'00"EAST A DISTANCE OF 204.60 FEET TO A POINT; THENCE NORTH 89°19'51"EAST A DISTANCE OF 3.92 FEET TO A POINT; THENCE SOUTH 10°58'58"WEST A DISTANCE OF 204.20 FEET TO A POINT; THENCE SOUTH 89°19'51"WEST A DISTANCE OF 5.81 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 263,458 SQUARE FEET OR 6.0482 ACRES, MORE OR LESS.

CITY COMMISSION

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD BY THE CITY OF POMPANO BEACH, FLORIDA, AS SHOWN HEREON, AND BY RESOLUTION NO. 2007-249 DULY ADOPTED BY SAID CITY COMMISSION ON THIS 24TH DAY OF JULY, 2007.

NO BUILDING PERMITS SHALL BE ISSUED FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT UNTIL SUCH TIME AS THE DEVELOPER PROVIDES THIS MUNICIPALITY WITH WRITTEN CONFIRMATION FROM BROWARD COUNTY THAT ALL APPLICABLE IMPACT FEES HAVE BEEN PAID OR ARE NOT DUE.

IN WITNESS WHEREOF, THE SAID CITY COUNCIL HAS CAUSED THESE PRESENTS TO BE ATTESTED TO BY ITS CITY CLERK AND THE CORPORATE SEAL OF SAID CITY TO BE AFFIXED THIS 24TH DAY OF JULY, 2007.

BY: [Signature] CITY CLERK, MARY L. CHAMBERS
BY: [Signature] MAYOR, LAMAR FISHER

PLANNING & ZONING BOARD

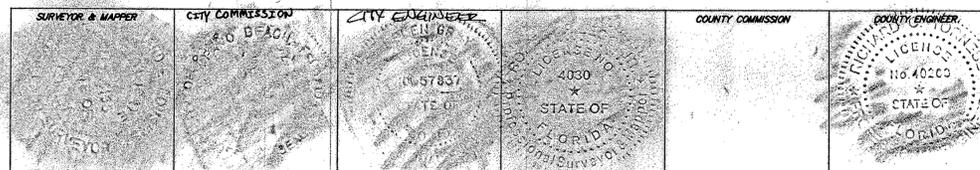
THIS IS TO CERTIFY THAT THE PLANNING & ZONING BOARD OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, HAS HEREBY APPROVED AND ACCEPTED THIS PLAT THIS 14TH DAY OF AUGUST, 2007.

BY: [Signature] CHAIR, GEORGE R. FIVEK

ENGINEERING DEPARTMENT

THIS IS TO CERTIFY THAT THIS PLAT IS HEREBY APPROVED AND ACCEPTED FOR RECORD THIS 9TH DAY OF AUGUST, 2007.

BY: [Signature] HELEN GRAY, P.E. NO. 57837 CITY ENGINEER

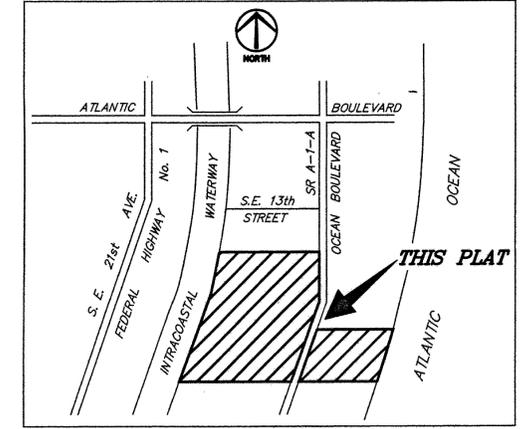


COUSINS SURVEYORS & ASSOCIATES, INC.
6501 ORANGE DRIVE
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION: LB # 6448
PHONE (954)680-9885 FAX (954)680-0213

OCEAN LAND POMPANO BEACH RESORT

A REPLAT OF SPANISH RIVER RAQUET CLUB, PLAT BOOK 125, AT PAGE 22, BROWARD COUNTY RECORDS,
AND A PORTION OF SECTIONS 5 & 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST,
CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA
MARCH, 2006

CFN #108494226
Page 2 of 4



LOCATION MAP
NOT TO SCALE

DEDICATION

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS
KNOW ALL MEN BY THESE PRESENTS, THAT OCEAN LAND FINANCING, LTD., A FLORIDA LIMITED PARTNERSHIP, OWNER OF THE LANDS AS SHOWN AND DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED IN THE MANNER SHOWN HEREIN, SAID PLAT TO BE KNOWN AS THE OCEAN LAND POMPANO BEACH - RESORT, A PORTION BEING A REPLAT.

THE EASEMENTS AND RIGHT-OF-WAY, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS WHEREOF, THE ABOVE-NAMED COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS OFFICER, THIS 28th DAY OF March, 2008.

OCEAN LAND FINANCING, LTD.
BY: OCEAN LAND FINANCING SPE, L.L.C., ITS SOLE GENERAL PARTNER

BY: [Signature]
JEAN FRANCOIS ROY, MANAGER
OCEAN LAND FINANCING SPE, L.L.C.

WITNESS: [Signature] WITNESS: [Signature]

PRINT NAME: Mark Isseman PRINT NAME: BEATRICE H. BASTIDAS

ACKNOWLEDGEMENT

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS

I HEREBY CERTIFY THAT ON THIS DAY, BEFORE ME PERSONALLY APPEARED AN OFFICER OF SAID CORPORATION, THE PERSON KNOWN TO ME AND DESCRIBED WITHIN, OR WHO HAS PRODUCED AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING PLAT AND INSTRUMENT OF DEDICATION AS OFFICER(S) OF SAID COMPANY, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE/THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE PURPOSES THEREIN EXPRESSED, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID COMPANY.

WITNESS MY SIGNATURE AND OFFICIAL SEAL THIS 28th DAY OF March, 2008.

SEAL/MY COMMISSION EXPIRES: April 19, 2010



[Signature]
NOTARY PUBLIC - STATE OF FLORIDA

DEDICATION BY MORTGAGE HOLDER

STATE OF MARYLAND }
COUNTY OF MONTGOMERY } SS
KNOW ALL MEN BY THESE PRESENTS, THAT CAPITALSOURCE FINANCE LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS HOLDER OF A CERTAIN MORTGAGE ON THE LANDS SHOWN AND DESCRIBED HEREON, AS RECORDED IN OFFICIAL RECORDS BOOK 44719 AT PAGE 663, BROWARD COUNTY RECORDS, DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION BY THE OWNER THEREOF, AND AGREES THAT ITS MORTGAGE SHALL BE SUBORDINATED TO THE DEDICATION OF SAID LANDS TO BE SUBDIVIDED AND PLATTED IN THE MANNER SHOWN HEREON.

IN WITNESS WHEREOF, SAID MORTGAGE HOLDER HAS CAUSED THESE PRESENTS TO BE SIGNED THERETO, THIS 9th DAY OF March, 2008.

CAPITALSOURCE FINANCE LLC

BY: [Signature] PRINT NAME: David M. Martin
SENIOR VICE PRESIDENT

WITNESS: [Signature] WITNESS: [Signature]

PRINT NAME: HEATHER E. MURPHY PRINT NAME: Lisa Havilland

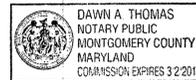
ACKNOWLEDGEMENT

STATE OF MARYLAND }
COUNTY OF MONTGOMERY } SS

I HEREBY CERTIFY THAT ON THIS DAY, BEFORE ME PERSONALLY APPEARED AN OFFICER OF SAID CORPORATION, THE PERSON KNOWN TO ME AND DESCRIBED WITHIN, OR WHO HAS PRODUCED AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING PLAT AND INSTRUMENT OF DEDICATION AS AN OFFICER OF SAID CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE PURPOSES THEREIN EXPRESSED, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION-LIMITED LIABILITY COMPANY.

WITNESS MY SIGNATURE AND OFFICIAL SEAL THIS 9th DAY OF March, 2008.

SEAL/MY COMMISSION EXPIRES: 3/2/2010



[Signature]
NOTARY PUBLIC - STATE OF MARYLAND

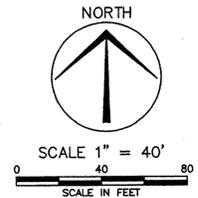
OCEAN LAND POMPANO BEACH RESORT

A REPLAT OF SPANISH RIVER RAQUET CLUB, PLAT BOOK 125, AT PAGE 22, BROWARD COUNTY RECORDS, AND A PORTION OF SECTIONS 5 & 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST, CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA
MARCH, 2006

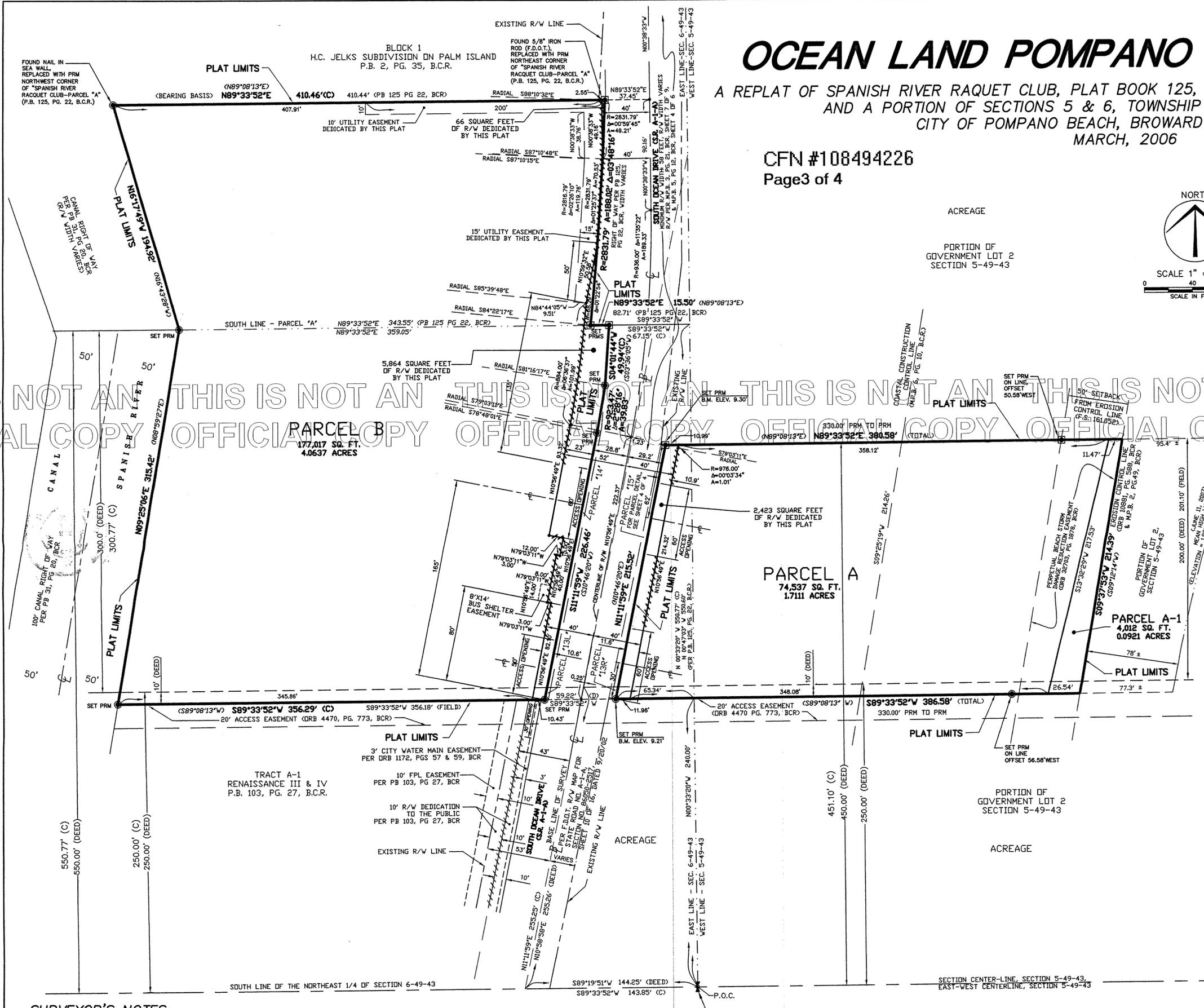
CFN #108494226
Page 3 of 4

PLAT NOTES:

- IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY SEPTEMBER 25, 2012, WHICH DATE IS FIVE (5) YEARS FROM THE DATE OF APPROVAL OF THIS PLAT 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 MAKES A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY AND 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 PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS ARE NOT INSTALLED BY SEPTEMBER 25, 2012, WHICH DATE IS FIVE (5) YEARS FROM THE DATE OF APPROVAL OF THIS PLAT 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 MAKES A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. PROVIDED A PHASING PLAN HAS BEEN APPROVED BY BROWARD COUNTY, 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.
 - THIS PLAT IS RESTRICTED TO A 600-ROOM HOTEL AND PARCEL A-1 IS RESTRICTED TO OPEN SPACE, RESIDENTIAL USES ARE NOT PERMITTED WITHOUT THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS WHO SHALL REVIEW AND ADDRESS THESE USES FOR INCREASED IMPACTS. BOAT SLIPS ARE NOT PERMITTED WITHOUT THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS. ANY STRUCTURE WITHIN THIS PLAT MUST COMPLY WITH SECTION IV D.I.F. DEVELOPMENT REVIEW REQUIREMENTS, OF THE BROWARD COUNTY LAND USE PLAN, REGARDING HAZARDS TO AIR NAVIGATION. THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.
 - THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT TO CHAPTER 177.091, SUBSECTION (28), FLORIDA STATUTES: ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS NOTE DOES NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
 - THE FOLLOWING NOTE IS REQUIRED BY THE CITY OF POMPANO BEACH: ALL FACILITIES FOR THE DISTRIBUTION OF ELECTRICITY, TELEPHONE, AND CABLE TELEVISION SHALL BE INSTALLED UNDERGROUND.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



THIS IS NOT AN OFFICIAL COPY OF THIS PLAT. THIS IS NOT AN OFFICIAL COPY OF THIS PLAT. THIS IS NOT AN OFFICIAL COPY OF THIS PLAT.



SURVEYOR'S NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF "SPANISH RIVER RAQUET CLUB", P.B. 125, PG. 22, B.C.R. SAID LINE BEARS N 89°33'52" E.
- BEARINGS SHOWN THUS: () AND STATE PLANE COORDINATES SHOWN ARE BASED ON THE EASTERN BROWARD COUNTY HORIZONTAL CONTROL NETWORK - NAD 83 (90). (NAD 83 (90) IS DEFINED AS THE NORTH AMERICAN DATUM OF 1983 WITH A SUBSEQUENT RE-ADJUSTMENT DONE IN 1990). POINTS 016 AND 017 WERE USED TO ESTABLISH THE STATE PLANE COORDINATES. THE BEARING BETWEEN POINTS 016 AND 017 IS A GRID BEARING OF NORTH 08°41'01" EAST. (STATE PLANE COORDINATES ARE RELATIVE TO THE FLORIDA EAST ZONE COORDINATE SYSTEM.)
- THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND REFERENCED TO THE FOLLOWING BENCHMARK: BROWARD COUNTY BENCHMARK # 959A W.H.S. BM #2-Z "SQUARE" CUT ON CENTER RAILING POST ON NORTH SIDE OF BRIDGE ON TERRA MAR DRIVE, ELEVATION = 10.895'

LEGEND

- INDICATES SET PERMANENT REFERENCE MONUMENT, A NAIL & DISK STAMPED LB 6448
- INDICATES SET PERMANENT REFERENCE MONUMENT, A 4"x4"x24" CONCRETE MONUMENT WITH A NAIL & METAL DISK STAMPED LB 6448
- (5/8" IRON ROD, 18" LONG, ENCASED IN CONCRETE)
- BM ELEV. 0.00' INDICATES BENCHMARK ELEVATION (IN FEET)
- P.B., PB INDICATES PLAT BOOK
- PG., PG INDICATES PAGE
- B.C.R., BCR INDICATES BROWARD COUNTY RECORDS
- (M) INDICATED MEASURED
- (C) INDICATES CALCULATED MEASUREMENT
- (D) INDICATES DESCRIPTION INFORMATION
- LB INDICATES LICENSED BUSINESS
- P.R.M., PRM INDICATES PERMANENT REFERENCE MONUMENT
- O/S INDICATES OFFSET
- R/W INDICATES RIGHT-OF-WAY
- O.R.B., ORB INDICATES OFFICIAL RECORD BOOK
- F.D.O.T. INDICATES FLORIDA DEPARTMENT OF TRANSPORTATION
- P.O.C., P.O.B. INDICATES POINT OF COMMENCEMENT, POINT OF BEGINNING
- F.N.L., FPL INDICATES FLORIDA POWER AND LIGHT
- FND. INDICATES FOUND
- CCR. INDICATES CERTIFIED CORNER RECORD
- INDICATES CENTERLINE
- INDICATES NON-VEHICULAR ACCESS LINE (N.V.A.L.)
- N INDICATES NORTHING
- E INDICATES EASTING
- B INDICATES BASELINE OF SURVEY
- (P) INDICATES PLATTED INFORMATION
- F.S. INDICATES FLORIDA STATUTES
- SQ.FT., SF INDICATES SQUARE FEET
- M.P.B. INDICATES MISCELLANEOUS PLAT BOOK
- R INDICATES RADIUS
- Δ INDICATES DELTA ANGLE
- L INDICATES ARC LENGTH
- TP INDICATES TRAVERSE POINT
- S.R. INDICATES STATE ROAD

COUSINS SURVEYORS & ASSOCIATES, INC.
3921 S.W. 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION: LB # 6448
PHONE (954)680-9885 FAX (954)680-0213

OCEAN LAND POMPANO BEACH RESORT

A REPLAT OF SPANISH RIVER RAQUET CLUB, PLAT BOOK 125, AT PAGE 22, BROWARD COUNTY RECORDS, CFN #108494226
 AND A PORTION OF SECTIONS 5 & 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST,
 CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA
 MARCH, 2006

Page 4 of 4

PLAT NOTES:

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- IF PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS ARE NOT INSTALLED BY SEPTEMBER 25, 2012, WHICH DATE IS FIVE (5) YEARS FROM THE DATE OF APPROVAL OF THIS PLAT 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 MAKES A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. 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 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.
- THIS PLAT IS RESTRICTED TO A 600-ROOM HOTEL AND PARCEL A-1 IS RESTRICTED TO OPEN SPACE. RESIDENTIAL USES ARE NOT PERMITTED WITHOUT THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS WHO SHALL REVIEW AND ADDRESS THESE USES FOR INCREASED IMPACTS. BOAT SLIPS ARE NOT PERMITTED WITHOUT THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS.

ANY STRUCTURE WITHIN THIS PLAT MUST COMPLY WITH SECTION IV D.I.F., DEVELOPMENT REVIEW REQUIREMENTS, OF THE BROWARD COUNTY LAND USE PLAN, REGARDING HAZARDS TO AIR NAVIGATION. THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS HERETO ARE SOLELY IN INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.

THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT TO SECTION 119.02(2), FLORIDA STATUTES: ALL PLATTED UTILITY EASEMENTS SHALL BE ESSENTIALLY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS NOTE DOES NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

THE FOLLOWING NOTE IS REQUIRED BY THE CITY OF POMPANO BEACH: ALL FACILITIES FOR THE DISTRIBUTION OF ELECTRICITY, TELEPHONE, AND CABLE TELEVISION SHALL BE INSTALLED UNDERGROUND.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

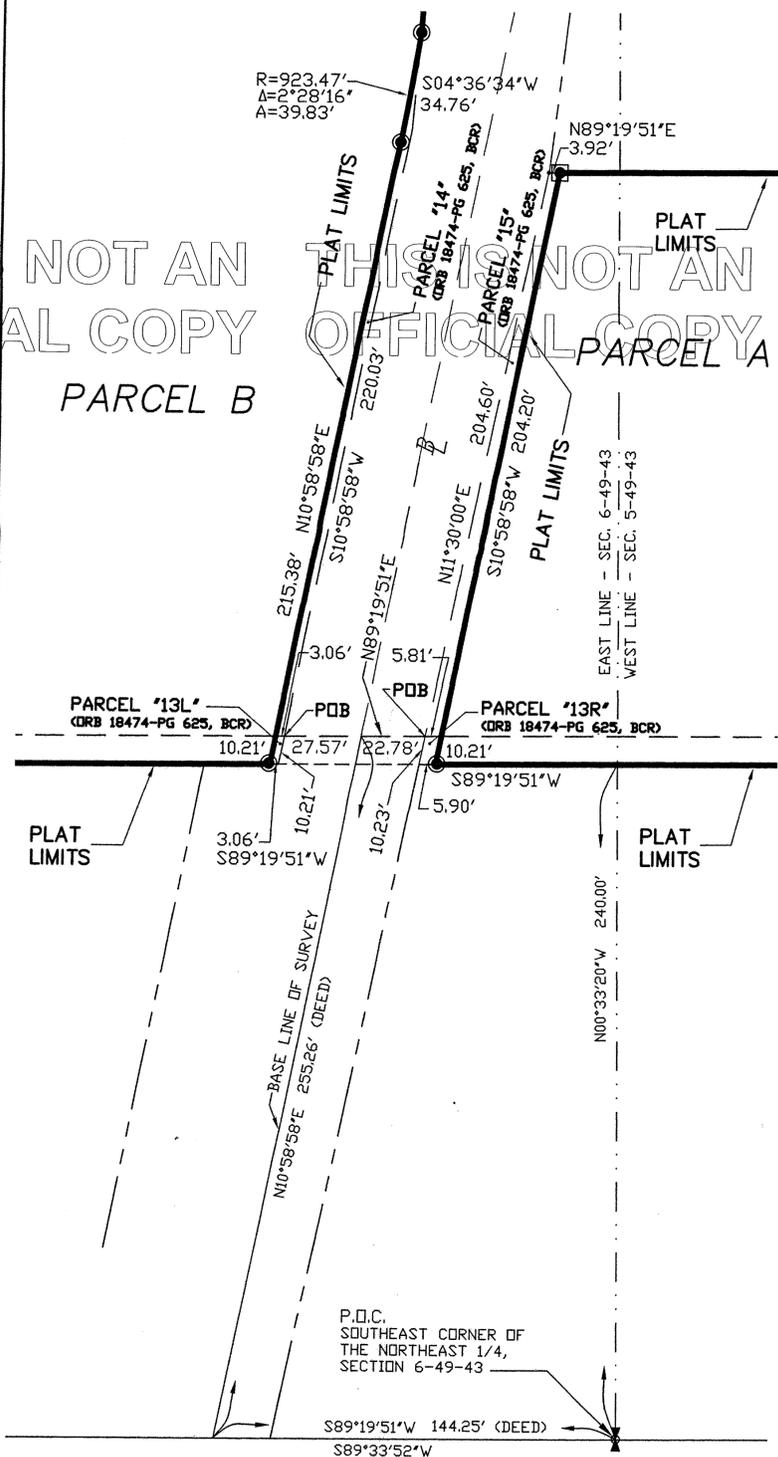
SURVEYOR'S NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF "SPANISH RIVER RAQUET CLUB", P.B. 125, PG. 22, B.C.R. SAID LINE BEARS N 89°33'52" E.
- BEARINGS SHOWN THUS: () AND STATE PLANE COORDINATES SHOWN ARE BASED ON THE EASTERN BROWARD COUNTY HORIZONTAL CONTROL NETWORK - NAD 83 (90). (NAD 83 (90) IS DEFINED AS THE NORTH AMERICAN DATUM OF 1983 WITH A SUBSEQUENT RE-ADJUSTMENT DONE IN 1990). POINTS 016 AND 017 WERE USED TO ESTABLISH THE STATE PLANE COORDINATES. THE BEARING BETWEEN POINTS 016 AND 017 IS A GRID BEARING OF NORTH 08°41'01" EAST. (STATE PLANE COORDINATES ARE RELATIVE TO THE FLORIDA EAST ZONE COORDINATE SYSTEM.)
- THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND REFERENCED TO THE FOLLOWING BENCHMARK: BROWARD COUNTY BENCHMARK # 959A W.H.S. BM #2-Z "SQUARE" CUT ON CENTER RAILING POST ON NORTH SIDE OF BRIDGE ON TERRA MAR DRIVE, ELEVATION = 10.895'

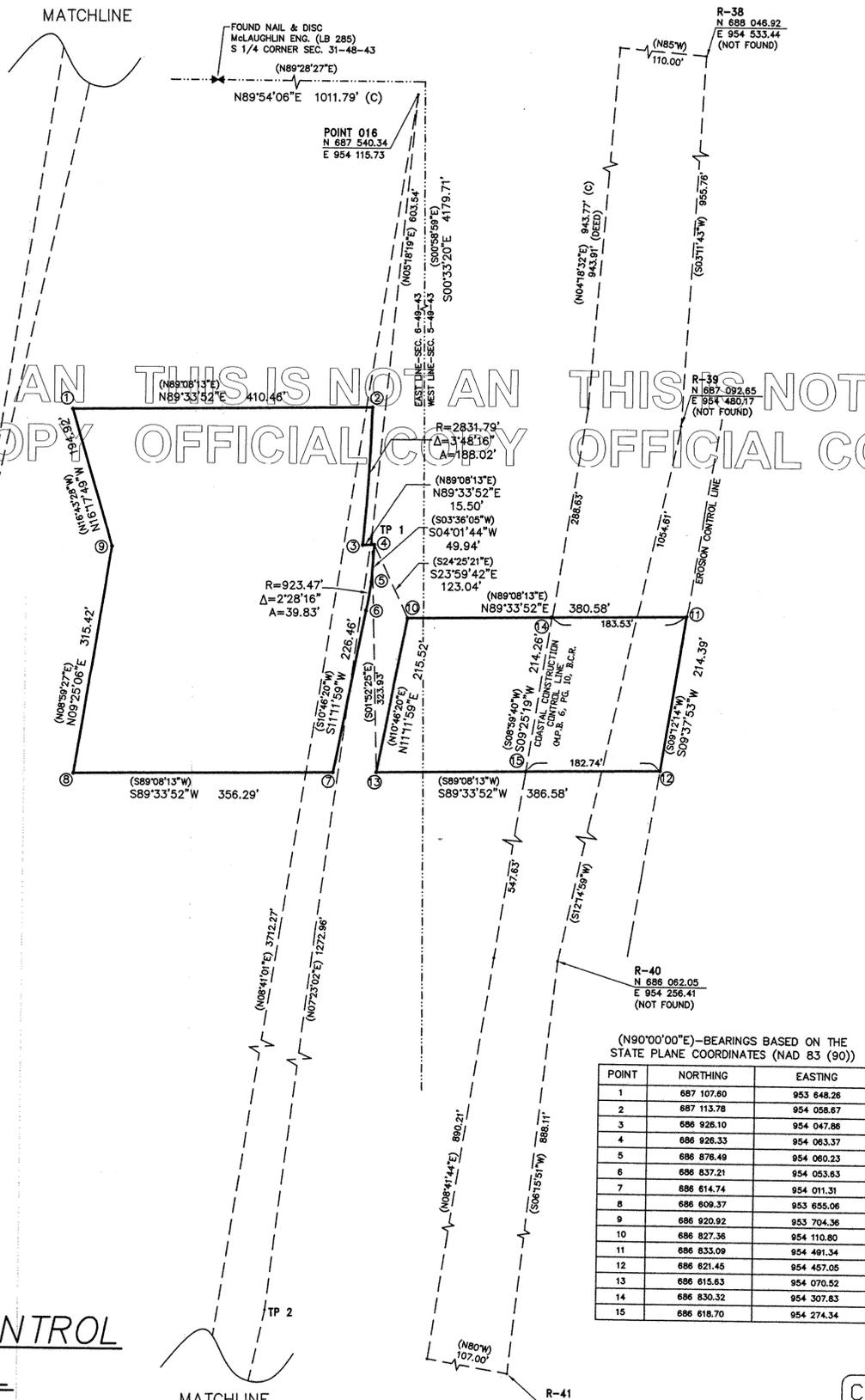
LEGEND

- INDICATES SET PERMANENT REFERENCE MONUMENT, A NAIL & DISK STAMPED LB 6448
- INDICATES SET PERMANENT REFERENCE MONUMENT, A 4"x4"x24" CONCRETE MONUMENT WITH A NAIL & METAL DISK STAMPED LB 6448 (5/8" IRON ROD, 18" LONG, ENCASED IN CONCRETE)
- BM ELEV. 0.00' INDICATES BENCHMARK ELEVATION (IN FEET)
- P.B., PG INDICATES PLAT BOOK
- PG, PG INDICATES PAGE
- B.C.R., BCR INDICATES BROWARD COUNTY RECORDS
- (M) INDICATES MEASURED
- (C) INDICATES CALCULATED MEASUREMENT
- (D) INDICATES DESCRIPTION INFORMATION
- LB INDICATES LICENSED BUSINESS
- P.R.M., PRM INDICATES PERMANENT REFERENCE MONUMENT
- O/S INDICATES OFFSET
- R/W INDICATES RIGHT-OF-WAY
- O.R.B., ORB INDICATES OFFICIAL RECORD BOOK
- F.D.O.T. INDICATES FLORIDA DEPARTMENT OF TRANSPORTATION
- P.O.C., P.O.B. INDICATES POINT OF COMMENCEMENT, POINT OF BEGINNING
- FP&L, FPL INDICATES FLORIDA POWER AND LIGHT
- FND. INDICATES FOUND
- CCR. INDICATES CERTIFIED CORNER RECORD
- INDICATES CENTERLINE
- INDICATES NON-VEHICULAR ACCESS LINE (N.V.A.L.)
- N INDICATES NORTHING
- E INDICATES EASTING
- INDICATES BASELINE OF SURVEY
- (P) INDICATES PLATTED INFORMATION
- F.S. INDICATES FLORIDA STATUTES
- SQ.F.T., SF INDICATES SQUARE FEET
- M.P.B. INDICATES MISCELLANEOUS PLAT BOOK
- R INDICATES RADIUS
- Δ INDICATES DELTA ANGLE
- A INDICATES ARC LENGTH
- TP INDICATES TRAVERSE POINT
- S.R. INDICATES STATE ROAD

**RIGHT-OF-WAY PARCEL
DETAIL**
NTS



**SURVEY CONTROL
DETAIL**
NTS



(N90°00'00"E)-BEARINGS BASED ON THE STATE PLANE COORDINATES (NAD 83 (90))

POINT	NORTHING	EASTING
1	687 107.80	953 648.26
2	687 113.78	954 058.67
3	686 926.10	954 047.86
4	686 926.33	954 063.37
5	686 876.49	954 080.23
6	686 837.21	954 053.63
7	686 614.74	954 011.31
8	686 609.37	953 855.06
9	686 920.92	953 704.36
10	686 827.36	954 110.80
11	686 833.09	954 491.34
12	686 821.45	954 457.05
13	686 615.63	954 070.52
14	686 830.32	954 307.83
15	686 618.70	954 274.34

COUSINS SURVEYORS & ASSOCIATES, INC.
 3921 S.W. 47TH AVENUE, SUITE 1011
 DAVIE, FLORIDA 33314
 CERTIFICATE OF AUTHORIZATION: LB # 6448
 PHONE (954)680-9885 FAX (954)680-0213

REQUESTED COMMISSION ACTION:

QUASI-JUDICIAL

Consent

Ordinance

X Resolution

Consideration/
Discussion

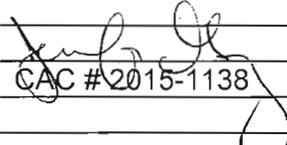
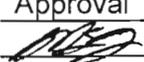
Presentation

SHORT TITLE: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING CITY STAFF'S LETTER OF NO OBJECTION TO AMENDMENT OF NOTATION ON THE PINES AT CRYSTAL LAKE PLAT; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

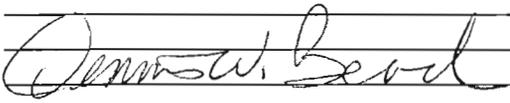
The property owner, Jayir Marianowsky, wishes to amend the note on the Pines At Crystal Lake Plat (not yet recorded) for the purpose of accommodating a townhome development on the site at 400 NE 33rd Street. The existing note currently reads "This plat is restricted to ninety-two (92) affordable townhouse units of which all are either certified as low or very low income units." The proposed note is to read, "This plat is restricted to eighty two (82) affordable townhouse units and 10 garden affordable apartment units." Staff has no objections to the changes.

- (1) Origin of request for this action: Jane Storms, Pulice Land Surveyors
- (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.	6/19/2015	Approval	
City Attorney	6/22/2014		CAC # 2015-1138

Advisory Board

X City Manager 



ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-1138
June 22, 2015

TO: Maggie Barszewski, AICP, Planner
FROM: Gordon B. Linn, City Attorney
RE: Resolution Approving the Pines at Crystal Lake Plat Amendment

As requested in your memorandum of June 19, 2015, Department of Development Services Memorandum #15-329, the following form of resolution, relative to the above-referenced matter, has been prepared and is attached:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING CITY STAFF'S LETTER OF NO OBJECTION TO AMENDMENT OF NOTATION ON THE PINES AT CRYSTAL LAKE PLAT; PROVIDING AN EFFECTIVE DATE.

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



GORDON B. LINN

GBL/jrm
l:cor/dev-srv/2015-1138

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING CITY STAFF'S LETTER OF NO OBJECTION TO AMENDMENT OF NOTATION ON THE PINES AT CRYSTAL LAKE PLAT; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That city staff's letter of no objection to amendment of notation on the Pines at Crystal Lake Plat, a copy of which letter is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved and authorized.

SECTION 2. That the proper city staff is hereby authorized to forward said letter to Broward County.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



Florida's Warmest Welcome

Development Services Department

Robin M. Bird, Director

Planning and Zoning Division

City of Pompano Beach, Florida

100 W. Atlantic Boulevard, Pompano Beach, Florida 33060 | p: 954.786.4629 | f: 954.786.4044

June 19, 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 Pines
At Crystal Lake

Dear Ms. Knight:

The City of Pompano Beach has no objection to amendment of notation on the Pines At Crystal
Lake. The change to the note is, as follows:

From:

This plat is restricted to ninety-two (92) affordable townhouse units of which all are
either certified as low or very low income units.

To:

This plat is restricted to eighty two (82) affordable townhouse units and 10 garden
affordable apartment units.

Regards,

Maggie Barszewski, AICP
Planner



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

Development Application

OWNER'S CERTIFICATE

This is to certify that I am the owner of the subject lands described in this application and that I have authorized the filing of the aforesaid application.

Owner's Name: Pines at Crystal Lake, LLC - Jayir Marianowsky
(Print or Type)

Address: 21188 W Dixie Highway
Miami, Florida 33180
(Zip Code)

Phone: 305-932-2727

Email address: yair@shagina.com

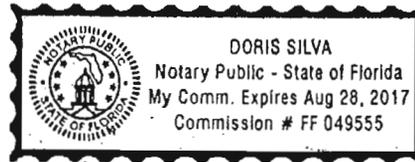
[Handwritten Signature]
(Signature of Owner or Authorized Official)

SWORN AND SUBSCRIBED before me this 20 day of February, 2015.

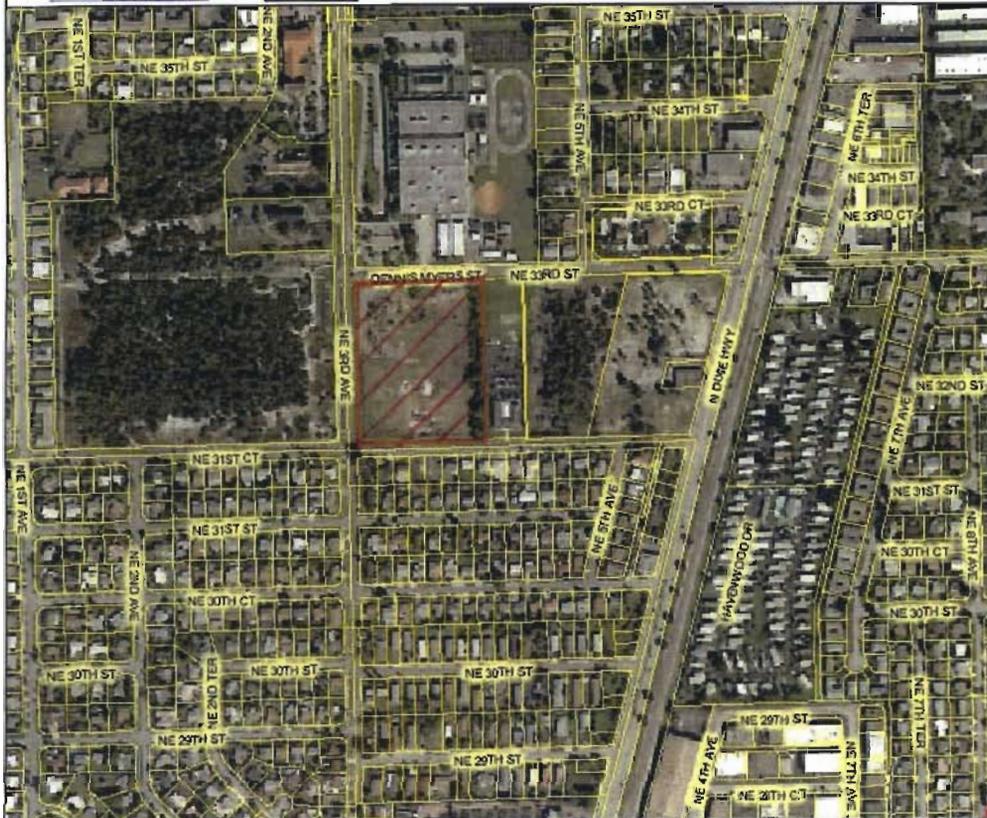
NOTARY PUBLIC, STATE OF FLORIDA

Doris Silva.
(Name of Notary Public: Print, stamp, or Type as Commissioned.)

Personally know to me, or
 Produced identification: License.
(Type of Identification Produced)



LORI PARRISH
BROWARD COUNTY
PROPERTY APPRAISER



Map

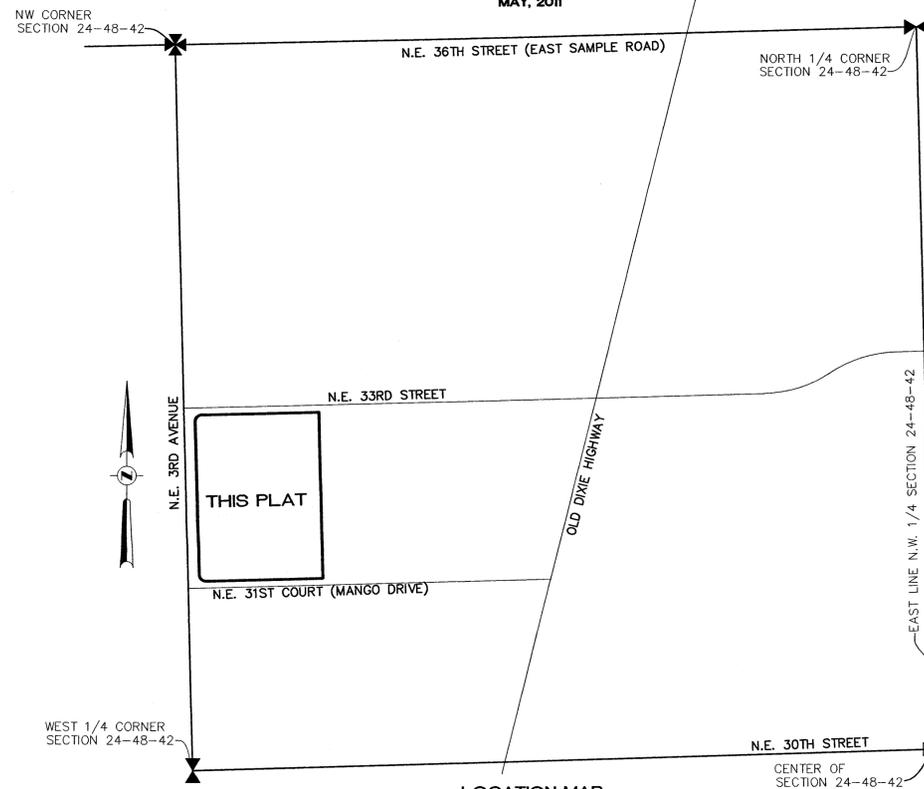
Created on 6/25/2015 5:23:51 PM using ArcIMS 4.0.1. Source: Broward County Property Appraiser

"PINES AT CRYSTAL LAKE"

A REPLAT OF A PORTION OF LOTS 21 AND 22 LYING IN SECTION 24, "PLAT OF SEC'S. 13, 24, 25 & 26. T. 48. R 42 S. & E."; PLAT BOOK B, PAGE 164, D.C.R. AND PLAT BOOK 1, PAGE 8, P.B.C.R. SECTION 24, TOWNSHIP 48 SOUTH, RANGE 42 EAST CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA

PREPARED BY:
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
954-572-1777
FAX NO. 954-572-1778
MAY, 2011



LOCATION MAP
THE NW 1/4 OF SECTION 24, TOWNSHIP 48 SOUTH, RANGE 42 EAST
NOT TO SCALE

LEGAL DESCRIPTION:

THE WEST 660 FEET OF LOTS 21 AND 22, (LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 48 SOUTH, RANGE 42 EAST) "PLAT OF SEC 5, 13, 24, 25 & 26. T 48. R 42 S&E." ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "B", PAGE 164 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; LESS THE EAST 150.00 FEET THEREOF AND LESS ROAD RIGHTS-OF-WAY, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 21, SAID POINT ALSO BEING THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 24 AND THE CENTERLINE OF N.E. 33RD STREET; THENCE NORTH 88°29'57" EAST ON THE NORTH LINE OF SAID TRACT 21 AND ON SAID CENTERLINE 510.00 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 510.00 FEET OF SAID TRACT 21; THENCE SOUTH 01°31'30" EAST ON SAID WEST LINE 25.00 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID N.E. 33RD STREET; THENCE CONTINUE SOUTH 01°31'30" EAST ON SAID EAST LINE OF THE WEST 510.00 FEET OF SAID TRACT 21 AND 22 FOR 601.51 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF N.E. 32ND STREET (MANGO ROAD), SAID LINE LYING 25.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 22; THENCE SOUTH 88°26'09" WEST ON SAID NORTH RIGHT-OF-WAY LINE 444.98 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°02'21" FOR AN ARC LENGTH OF 39.29 FEET TO A POINT OF TANGENCY ON THE EAST RIGHT-OF-WAY LINE OF N.E. 3RD AVENUE, SAID LINE LYING 40.00 FEET EAST OF AND PARALLEL WITH THE AFOREMENTIONED WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 24, ALSO BEING THE WEST LINE OF SAID TRACTS 22 AND 21; THENCE NORTH 01°31'30" WEST ON SAID EAST RIGHT-OF-WAY LINE 551.97 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°01'27" FOR AN ARC LENGTH OF 39.28 FEET TO A POINT OF TANGENCY ON THE AFOREMENTIONED SOUTH RIGHT-OF-WAY OF N.E. 33RD STREET; THENCE NORTH 88°29'57" EAST ON SAID SOUTH RIGHT-OF-WAY LINE 444.99 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA CONTAINING 282,550 SQUARE FEET (6.4865 ACRES).

DEDICATION:
STATE OF FLORIDA ss
COUNTY OF BROWARD

KNOW ALL MEN BY THESE PRESENTS: THAT THE PINES AT CRYSTAL LAKE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE SUBDIVIDED AND AND PLATTED AS SHOWN HEREON, SAID PLAT TO BE KNOWN AS "PINES AT CRYSTAL LAKES", A REPLAT.

THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.

THE ADDITIONAL RIGHT-OF-WAY DEDICATION SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC FOR PROPER PURPOSES.

DRAINAGE, STORM WATER FLOWAGE AND STORAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS THEREOF, JAYIR MARIANOWSKY, MANAGER OF THE PINES AT CRYSTAL LAKE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS _____ DAY OF _____, A.D. 2012.

WITNESSES:
THE PINES AT CRYSTAL LAKE, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
PRINT NAME _____
BY: _____
PRINT NAME: JAYIR MARIANOWSKY
TITLE: MANAGER

ACKNOWLEDGMENT:

COUNTY OF BROWARD
STATE OF FLORIDA ss

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME JAYIR MARIANOWSKY, MANAGER OF THE PINES AT CRYSTAL LAKE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO ME WELL KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS: MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 2012.

MY COMMISSION EXPIRES: _____ PRINT NAME _____ NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

MORTGAGEE CONSENT:

STATE OF FLORIDA ss
COUNTY OF BROWARD

KNOW ALL MEN BY THESE PRESENTS: THAT FLORIDA COMMUNITY BANK, NATIONAL ASSOCIATION, F/K/A/ PREMIER AMERICAN BANK, N.A., AS SUCCESSOR IN INTEREST TO PENINSULA BANK, THE HOLDER OF THAT CERTAIN MORTGAGE DATED JULY 31, 2007 AND RECORDED IN OFFICIAL RECORDS BOOK 44441, AT PAGE 1861, AS MODIFIED BY MORTGAGE MODIFICATION AGREEMENT ON APRIL 30, 2009 AND RECORDED IN OFFICIAL RECORDS BOOK 46228, PAGE 1661, AND AS FURTHER MODIFIED BY MORTGAGE MODIFICATIONS AGREEMENT ON NOVEMBER 21, 2011 AND RECORDED IN OFFICIAL RECORDS BOOK 48359, PAGE 1752, ALL IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES HEREBY CONSENT TO AND JOIN IN THE MAKING AND FILING FOR RECORD OF THE ATTACHED "PINES AT CRYSTAL LAKE", AND TO THE DEDICATIONS AS SHOWN HEREON.

IN WITNESS: THE UNDERSIGNED HAS HEREUNTO SET HIS HAND THIS _____ DAY OF _____, A.D. 2012.

WITNESS: _____ FLORIDA COMMUNITY BANK,
PRINT NAME: _____ NATIONAL ASSOCIATION
BY: _____
PRINT NAME: _____
TITLE: _____
BY: _____
PRINT NAME: _____
TITLE: _____
BY: _____
PRINT NAME: _____
TITLE: _____

ACKNOWLEDGMENT OF MORTGAGEE:

STATE OF FLORIDA ss
COUNTY OF BROWARD

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME _____ AND _____ OF FLORIDA COMMUNITY BANK, NATIONAL ASSOCIATION, TO ME WELL KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS: MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 2012.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME: _____

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND RECENTLY SURVEYED, SUBDIVIDED AND PLATTED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND WITH THE APPLICABLE SECTION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AND FURTHER THAT THE PERMANENT REFERENCE MONUMENTS WERE SET THIS 27TH DAY OF JANUARY, A.D. 2015, IN ACCORDANCE WITH SECTION 177.091 OF SAID CHAPTER 177. THE BENCHMARKS SHOWN HEREON ARE REFERENCED TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND CONFORM TO STANDARDS FOR THIRD ORDER WORK. PERMANENT CONTROL POINTS WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY INSURING CONSTRUCTION OF THE REQUIRED SUBDIVISION IMPROVEMENTS.

Beth Burns
BETH BURNS
PROFESSIONAL SURVEYOR AND MAPPER NO. LS6136
STATE OF FLORIDA
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA
CERTIFICATE OF AUTHORIZATION NUMBER LB3870
DATE: JUNE 18, 2015

THE PINES AT CRYSTAL LAKE, LLC, A FLORIDA LIMITED LIABILITY COMPANY	DEDICATION ACKNOWLEDGMENT	FLORIDA COMMUNITY BANK, NATIONAL ASSOCIATION	MORTGAGEE ACKNOWLEDGMENT	PLATTING SURVEYOR	CITY OF POMPANO BEACH	COUNTY SURVEYOR	COUNTY ENGINEER

CITY OF POMPANO BEACH PLANNING AND ZONING BOARD:
THIS IS TO CERTIFY: THAT THE CITY PLANNING AND ZONING BOARD OF POMPANO BEACH, FLORIDA, HAS APPROVED AND ACCEPTED THIS PLAT THIS _____ DAY OF _____, A.D. 2012.

BY: _____ THIS _____ DAY OF _____, A.D. 2012.
CHAIRPERSON

CITY COMMISSION:
STATE OF FLORIDA ss
COUNTY OF BROWARD

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN ACCEPTED AND APPROVED FOR RECORD BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA IN AND BY RESOLUTION NO. _____, ADOPTED BY SAID CITY COMMISSION THIS _____ DAY OF _____, A.D. 2012.

NO BUILDING PERMITS SHALL BE ISSUED FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT UNTIL SUCH TIME AS THE DEVELOPER PROVIDES THIS MUNICIPALITY WITH WRITTEN CONFIRMATION FROM BROWARD COUNTY THAT ALL APPLICABLE IMPACT FEES HAVE BEEN PAID OR ARE NOT DUE.

IN WITNESS WHEREOF: THE SAID CITY COMMISSION HAS CAUSED THESE PRESENTS TO BE ATTESTED BY ITS CITY CLERK AND THE CORPORATE SEAL OF SAID CITY TO BE AFFIXED THIS _____ DAY OF _____, A.D. 2012.

BY: _____ MAYOR
BY: _____ CITY CLERK

CITY ENGINEERING DEPARTMENT:

THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, A.D. 2012.

BY: _____ HELEN GRAY, P.E.
CITY ENGINEER

BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, A.D. 2012.

BY: _____ DIRECTOR/DESIGNEE

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY: THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH THE DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS THIS _____ DAY OF _____, A.D. 2012.

BY: _____ CHAIRPERSON

THIS PLAT COMPLIES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL OF THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, A.D. 2012.

BY: _____ EXECUTIVE DIRECTOR OR DESIGNEE

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT:

COUNTY RECORDS DIVISION - MINUTES SECTION:

THIS IS TO CERTIFY: THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS _____ DAY OF _____, A.D. 2012.

ATTEST: BERTHA HENRY, COUNTY ADMINISTRATOR

BY: _____ DEPUTY
BY: _____ MAYOR, COUNTY COMMISSION

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT:

COUNTY RECORDS DIVISION - RECORDING SECTION:

THIS IS TO CERTIFY: THAT THIS PLAT WAS FILED FOR RECORD ON THIS _____ DAY OF _____, A.D. 2012, AND RECORDED IN PLAT BOOK _____ AT PAGE _____ RECORD VERIFIED.

ATTEST: BERTHA HENRY, COUNTY ADMINISTRATOR

BY: _____ DEPUTY

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES AND APPROVED AND ACCEPTED FOR RECORD.

BY: _____ ROBERT P. LEGG, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER LS4030
DATE: _____

BY: _____ RICHARD TORNESE
DIRECTOR OF ENGINEERING
FLORIDA PROFESSIONAL
ENGINEER REGISTRATION NO. 40263
DATE: _____

#18

"PINES AT CRYSTAL LAKE"

A REPLAT OF A PORTION OF LOTS 21 AND 22 LYING IN SECTION 24, "PLAT OF SEC'S. 13, 24, 25 & 26. T. 48. R 42 S. & E."; PLAT BOOK B, PAGE 164, D.C.R. AND PLAT BOOK 1, PAGE 8, P.B.C.R. SECTION 24, TOWNSHIP 48 SOUTH, RANGE 42 EAST CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA

PREPARED BY:
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
954-572-1777
FAX NO. 954-572-1778
MAY, 2011

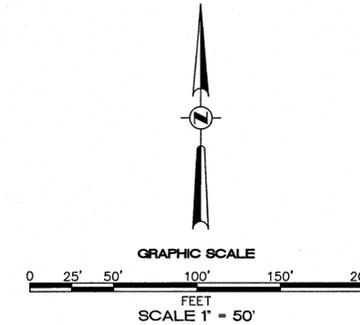
SURVEYOR'S NOTES:

- THIS PLAT IS RESTRICTED TO 92 AFFORDABLE TOWNHOUSE UNITS OF WHICH ALL ARE EITHER CERTIFIED AS LOW OR VERY LOW INCOME UNITS.

ANY STRUCTURE WITHIN THIS PLAT MUST COMPLY WITH SECTION IV D.I.F. DEVELOPMENT REVIEW REQUIREMENTS OF THE BROWARD COUNTY LAND USE PLAN, REGARDING HAZARD TO AIR NAVIGATION.

THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER, INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.
THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NW 1/4 OF SECTION 24-48-42 ASSUMING N01°31'30"W.
- A) IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY JUNE 26, 2017, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME: AND/OR

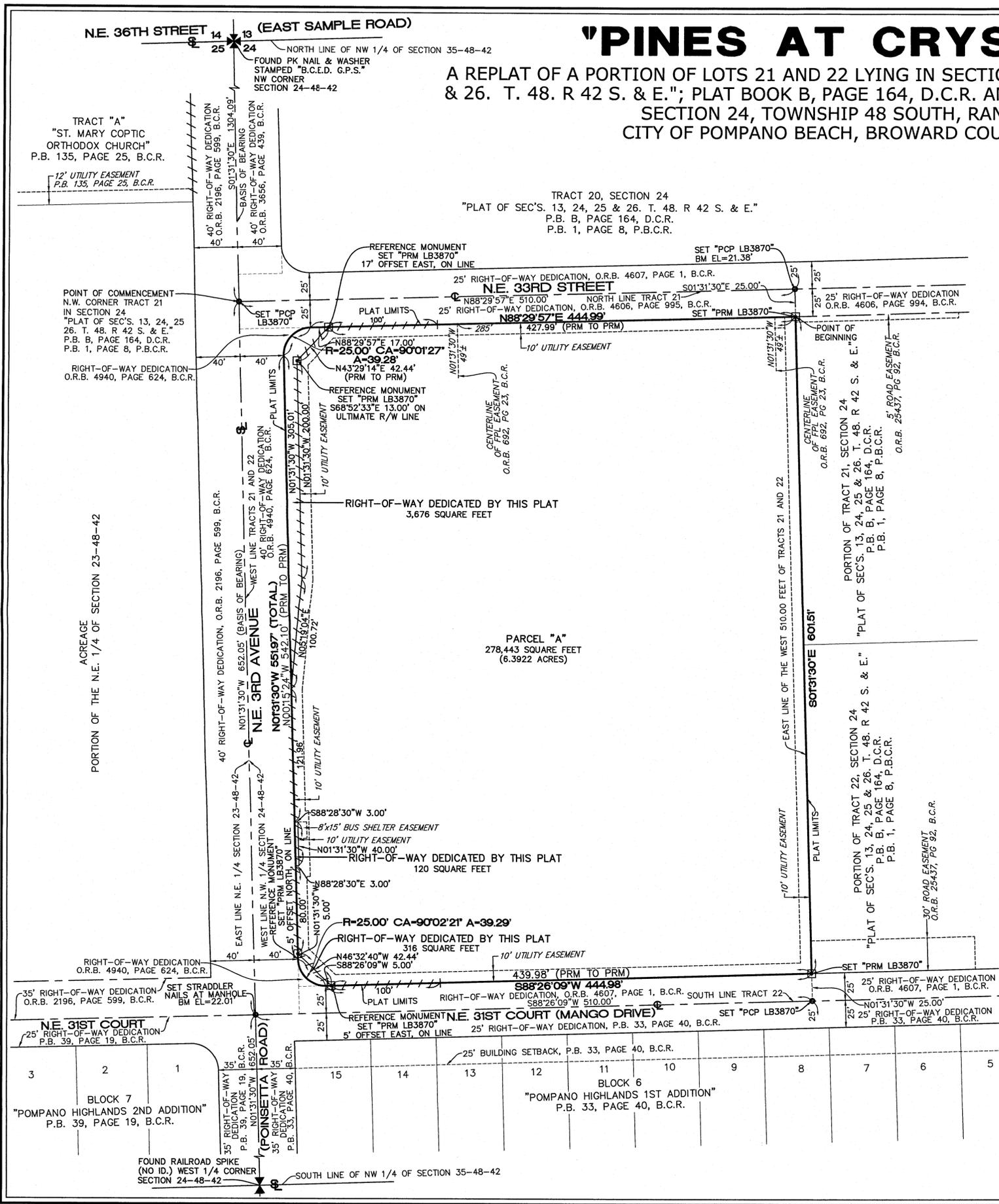
B) IF CONSTRUCTION OF PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY JUNE 26, 2017, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME.
- THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT TO CHAPTER 177.091, SUBSECTION (28), FLORIDA STATUTES. PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS NOTE DOES NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL FACILITIES FOR THE DISTRIBUTION OF ELECTRICITY, TELEPHONE AND CABLE SHALL BE INSTALLED UNDERGROUND.
- ELEVATIONS ARE RELATIVE TO NATIONAL GEODETIC VERTICAL DATUM OF 1929. BENCHMARK OF ORIGIN: NATIONAL GEODETIC SURVEY BENCH MARK NO. R 400, ELEVATION 19.87 FEET. METAL ROD STAMPED R 400 AT THE INTERSECTION OF THE FLORIDA EAST COAST RAILROAD AND N.E. 33RD STREET, 25.6' SOUTH OF THE CENTERLINE, 22.6' EAST OF THE NEAR RAIL, 10.2' SOUTHWEST OF A POLE SUPPORTING A TRAFFIC SIGNAL, 1.3' NORTH OF A WITNESS POST, 1.3' BELOW THE LEVEL OF THE TRACT, AND NEAR THE CENTER OF 2 RIGHT-OF-WAY POSTS. ACCESS TO THE POINT IS THROUGH A 5" LOGO CAP.



LEGEND:

- PRM □ DENOTES: PERMANENT REFERENCE MONUMENTS (4"x4"x24" CONCRETE MONUMENTS WITH 2" BRASS DISC STAMPED "PRM LB3870" UNLESS OTHERWISE NOTED).
- BM EL: DENOTES: BENCH MARK ELEVATION
- PCP ● DENOTES: PERMANENT CONTROL POINT (MAG NAIL & 2" BRASS WASHER STAMPED "PCP LB3870" UNLESS OTHERWISE NOTED)
- LB DENOTES: LICENSED BUSINESS
- B.C.R. DENOTES: BROWARD COUNTY RECORDS
- P.B.C.R. DENOTES: PALM BEACH COUNTY RECORDS
- D.B. DENOTES: DEED BOOK
- P.B. PG. DENOTES: PLAT BOOK AND PAGE
- O.R.B. PG. DENOTES: OFFICIAL RECORD BOOK AND PAGE
- C DENOTES: CENTERLINE
- S DENOTES: SECTION LINE
- SEC DENOTES: SECTION
- T DENOTES: TOWNSHIP
- D.C.R. DENOTES: DADE COUNTY RECORDS
- ID DENOTES: IDENTIFICATION
- DENOTES: CENTER OF SECTION
- DENOTES: SECTION CORNER
- DENOTES: QUARTER SECTION CORNER
- DENOTES: NON-VEHICULAR ACCESS LINE
- R DENOTES: RADIUS
- CA DENOTES: CENTRAL ANGLE
- A DENOTES: ARC DISTANCE

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



REQUESTED COMMISSION ACTION: QUASI-JUDICIAL

 Consent X Ordinance Resolution Consideration Workshop

SHORT TITLE AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, ABANDONING A TWO (2) FOOT PORTION OF A FIVE (5) FOOT UTILITY EASEMENT LYING WITHIN A PARCEL OF PROPERTY EAST OF NE 16TH AVENUE AND APPROXIMATELY 110 FEET SOUTH OF NE 2ND STREET AND COMMONLY KNOWN AS 28 NE 16TH AVENUE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The Petitioner is requesting to abandon a 2-foot portion of a 5-foot utility easement located at 28 NE 16th Avenue, due to an encroachment into the easement of an existing carport. If this request is approved, the applicant intends to enclose the carport and convert it into a bedroom. The area to be abandoned is approximately 214 square feet. This request was recommended for approval unanimously by the Planning & Zoning Board.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Tina O'Keefe
- (2) Primary staff contact: Maggie Barszewski / Robin 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
<u>Dev. Services</u>	<u>6/17/2015</u>	<u>Approval</u>	<u>P&Z # 15-325</u>
<u>City Attorney</u>	<u>6/19/2015</u>	<u> </u>	<u>CAC # 2015-1130</u>

 X Planning & Zoning Board P&Z Memo # 15-043

 x City Manager *Thomas W. Seal*

ACTION TAKEN BY COMMISSION:

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



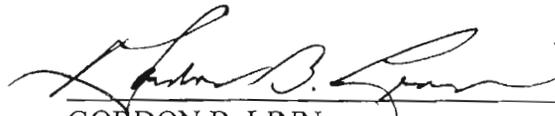
City Attorney's Communication #2015-1130
June 19, 2015

TO: Maggie Barszewski, AICP, Planner
FROM: Gordon B. Linn, City Attorney
RE: Ordinance Vacating a Portion of a Platted Easement at 28 NE 16th Avenue

As requested in your memorandum of June 17, 2015, Department of Development Services Memorandum #15-325, the following form of ordinance, relative to the above-referenced matter, has been prepared and is attached:

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, ABANDONING A TWO (2) FOOT PORTION OF A FIVE (5) FOOT UTILITY EASEMENT LYING WITHIN A PARCEL OF PROPERTY EAST OF NE 16TH AVENUE AND APPROXIMATELY 110 FEET SOUTH OF NE 2ND STREET AND COMMONLY KNOWN AS 28 NE 16TH AVENUE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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


GORDON B. LINN

GBL/jrm
l:cor/dev-srv/2015-1130



MEMORANDUM

Development Services

MEMORANDUM NO. 15-361

DATE: July 1, 2015

TO: Mary Chambers, City Clerk

VIA: Dennis W. Beach, City Manager

Shelley for City Mgr

VIA: Robin M. Bird, Development Services Director

RB

FROM: Maggie Barszewski, Planner

SUBJECT: Ordinance to abandon a portion of a Utility Easement at 28 NE 16 Ave.

P&Z # 15-2700002

Please advertise the attached ordinance for public hearing at the July 14, 2015 City Commission Meeting.

If you need additional information, please contact Maggie Barszewski at extension 7921.

Thank you.

Attachments

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, ABANDONING A TWO (2) FOOT PORTION OF A FIVE (5) FOOT UTILITY EASEMENT LYING WITHIN A PARCEL OF PROPERTY EAST OF NE 16TH AVENUE AND APPROXIMATELY 110 FEET SOUTH OF NE 2ND STREET AND COMMONLY KNOWN AS 28 NE 16TH AVENUE; 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; and

WHEREAS, the City Commission has received a request for the abandonment of a two (2) foot portion of a five (5) foot utility easement lying within a parcel of property commonly known as 28 NE 16th Avenue; and

WHEREAS, the Planning and Zoning Board has made its recommendation upon said request; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. It is hereby found and determined by the City Commission that the public health, welfare, safety and necessity no longer require retention of any interest by the public in that certain utility easement as more fully described below.

SECTION 2. It is hereby further found and determined that abandonment and vacation of that certain utility easement will not have a detrimental effect upon the surrounding property or area.

SECTION 3. That the City of Pompano Beach does hereby abandon and vacate the following described utility easement:

See Exhibit "A" attached hereto and incorporated herein as if set forth in full.

SECTION 4. That the City Clerk is hereby instructed to record this Ordinance in the Public Records of Broward County, Florida.

SECTION 5. 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 6. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/jrm/ds
6/30/15
L:ord/2015-391

Exhibit A

LEGAL DESCRIPTION OF EASEMENT ABANDONMENT FOR
28 NE 16TH AVENUE, POMAPNO BEACH, FLORIDA, 33060:

THE SOUTH TWO (2.0) FEET OF THE UTILITY EASEMENT CONSISTING OF THE
NORTHERLY FIVE (5) FEET OF LOT 12, BLOCK 2, CRESTVIEW, ACCODING TO
THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30 AT PAGE 16 OF THE
PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #15-043**

DATE: June 24, 2015
TO: City Commission
FROM: Planning and Zoning Board/ Local Planning Agency
SUBJECT: UTILITY EASEMENT ABANDONMENT
28 NE 16 AVENUE
P & Z #15-27000002 Tina Ruffner-O'Keefe Abandonment

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on June 24, 2015, the Board considered the request by the **Tina Ruffner-O'Keefe** requesting ABANDONMENT OF A TWO (2)-FOOT PORTION OF A FIVE (5)-FOOT UTILITY EASEMENT on the above referenced property.

It is the unanimous recommendation of the Board that the UTILITY EASEMENT ABANDONMENT request be approved.



Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

MEMORANDUM

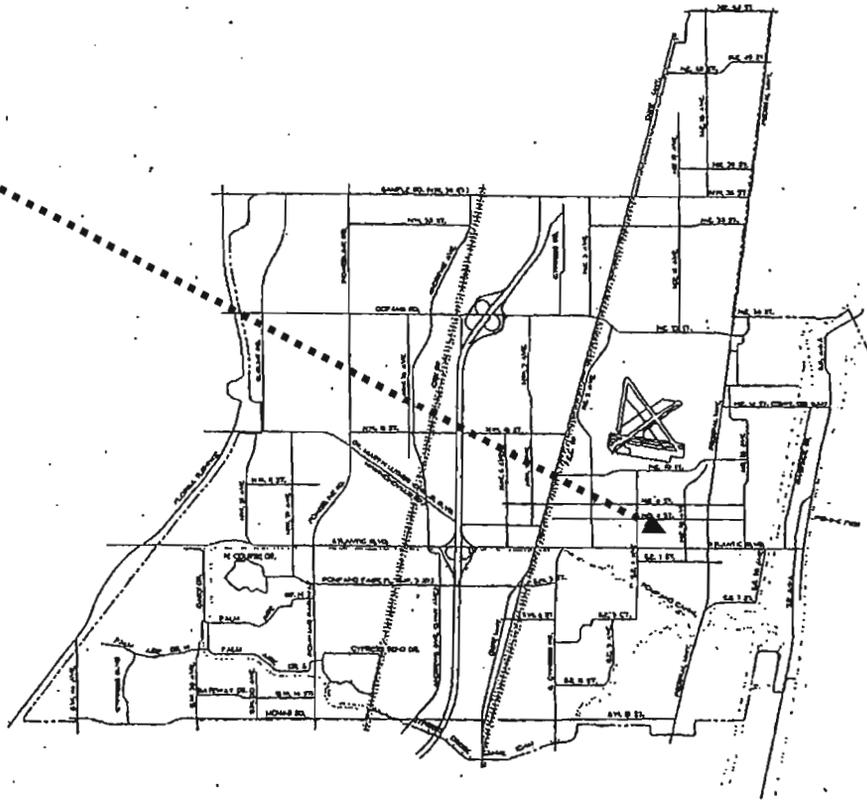
Development Services

MEMORANDUM NO. 15-309

DATE: June 9, 2015
TO: Planning & Zoning Board
VIA: Robin M. Bird, Development Services Director *RB*
FROM: Maggie Barszewski, AICP, Planner *MB*
RE: Request for abandonment of a portion of a Utility Easement Located at 28 NE
16th Avenue P & Z # 15-27000002

The Applicant is requesting the abandonment of a 2-foot portion of a 5-foot utility easement located at 28 NE 16th Avenue, due to an encroachment into the easement of an existing carport. If this request is approved, the applicant intends to enclose the carport and convert it into a bedroom. The area to be abandoned is approximately 214 square feet.

28 NE 16th Avenue



LEGEND

FOR LAND USE PLAN

Symbol Classification Units/ Acre

	Gross Residential Density
	Residential
E	Estate
L	Low
LM	Low- Medium
M	Medium
MH	Medium-High
H	High
C	Commercial
CR	Commercial Recreation
I	Industrial
T	Transportation
U	Utilities
CF	Community Facilities
OR	Recreation & Open Space
W	Water
RAC	Regional Activity Center
	Boundaries
	City of Pompano Beach
13	Number



Reflects the maximum total number of units permitted within the dashed line of Palm Aire & Cypress Bend being 9,724 and 1,998

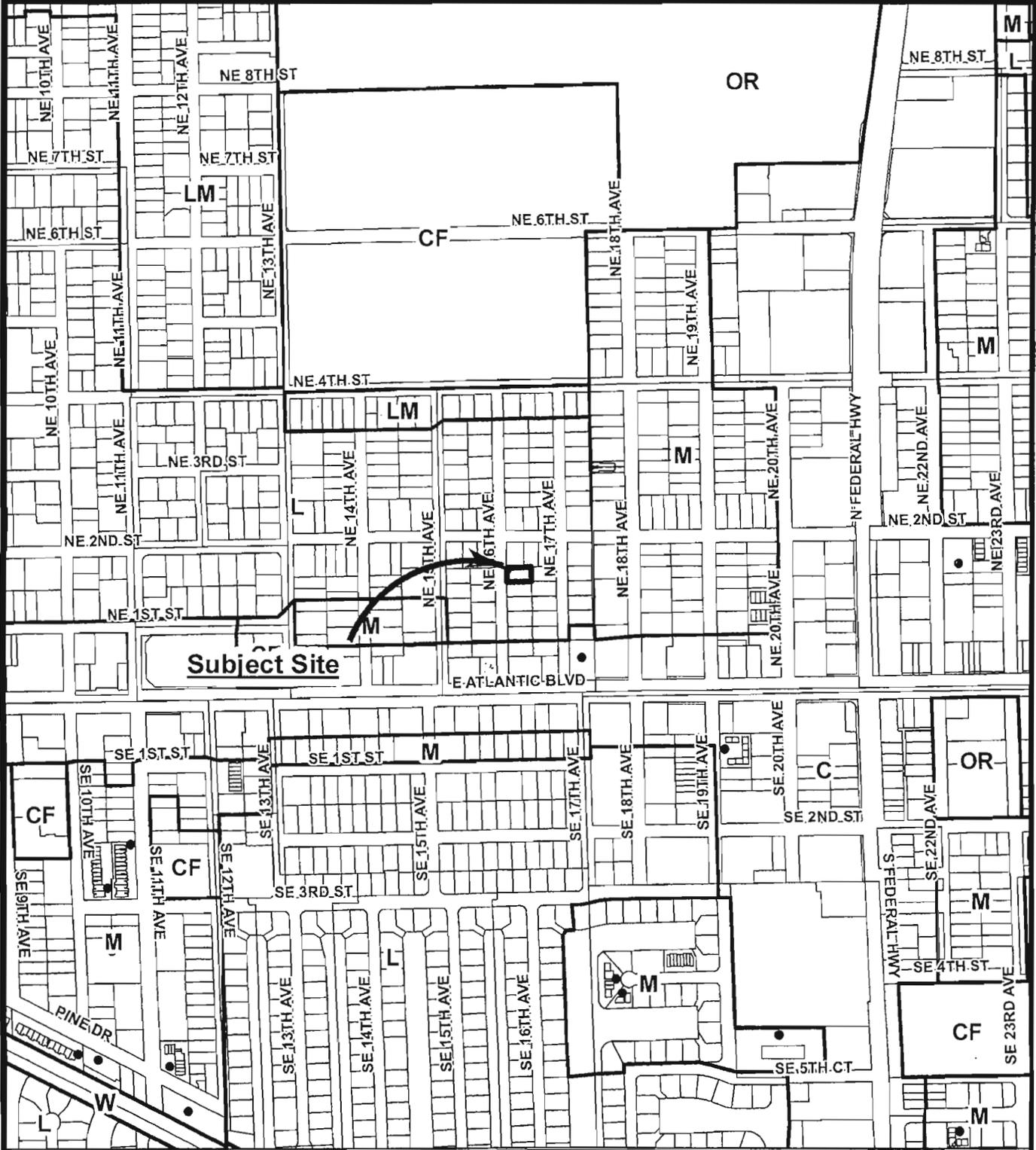
FOR ZONING MAP

Symbol District

*	RS-1	One-Family Residence
	RS-2	One-Family Residence
	RS-3	One-Family Residence
	RS-4	One-Family Residence
	RD-1	Two- Family Residence
	RM-12	Multi-Family Residence
	RM-20	Multi-Family Residence
	RM-30	Multi-Family Residence
	RM-45	Multi-Family Residence
	RM-45/HR	Overlay
	RPUD	Residential Planned Unit Dev.
	AOD	Atlantic Boulevard Overlay District
	MH-12	Mobile Home Park
	B-1	Limited Business
	B-2	Neighborhood Business
	B-3	General Business
	B-4	Heavy Business
	RO	Residence Office
	M-1	Marina Business
	M-2	Marina Industrial
	I-1	General Industrial
	I-1X	Special Industrial
	O-IP	Office Industrial Park
	BP	Business Parking
	BSC	Planned Shopping Center
	PCI	Planned Commercial / Industrial Overlay
	PR	Parks & Recreation
	CR	Commerical Recreation
	CF	Community Facilities
	T	Transportation
	PU	Public Utility

* Existing
> Proposed

CITY OF POMPANO BEACH OFFICIAL LAND USE MAP

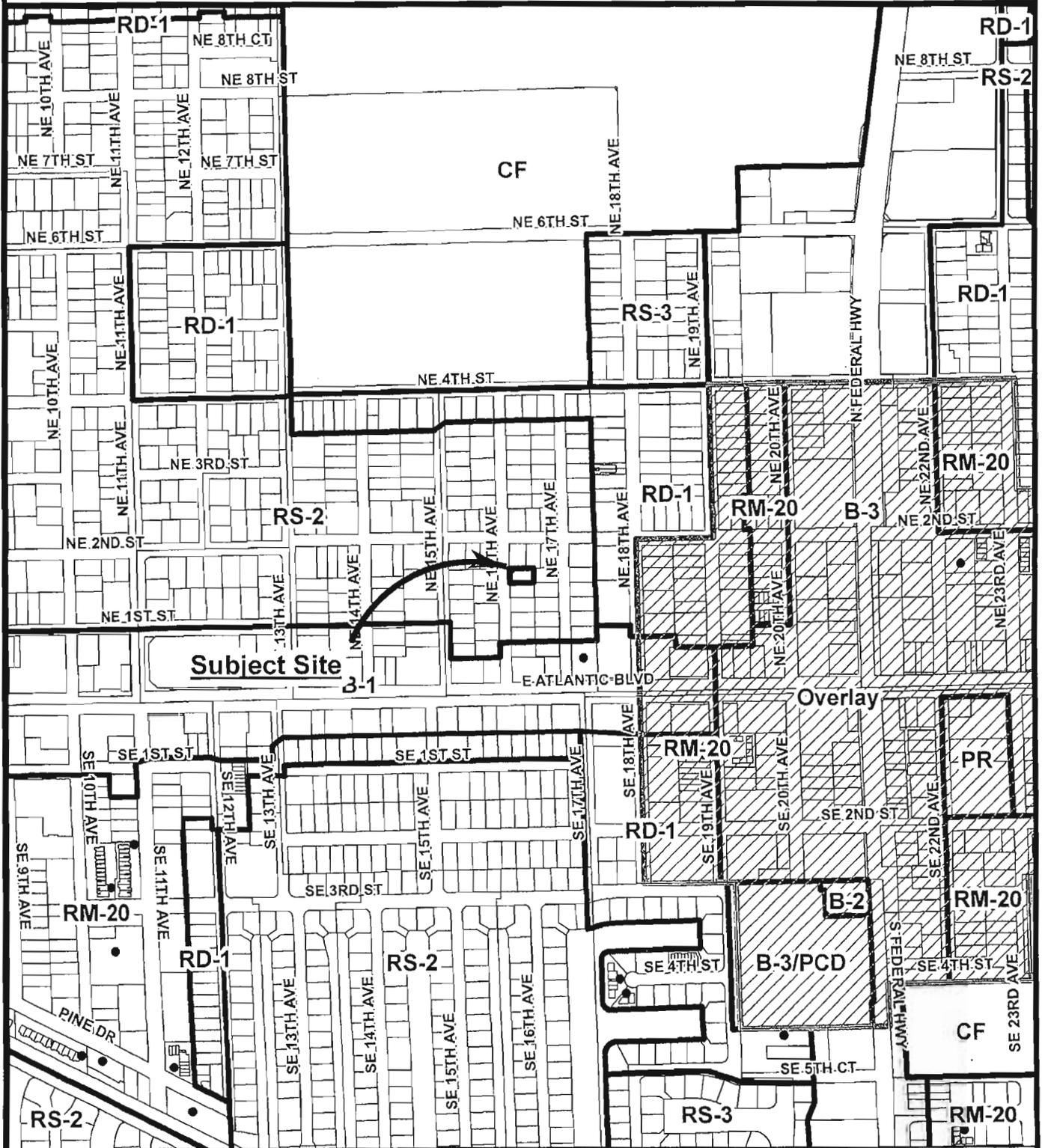


1 in = 600 ft

3

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH OFFICIAL ZONING MAP



Subject Site

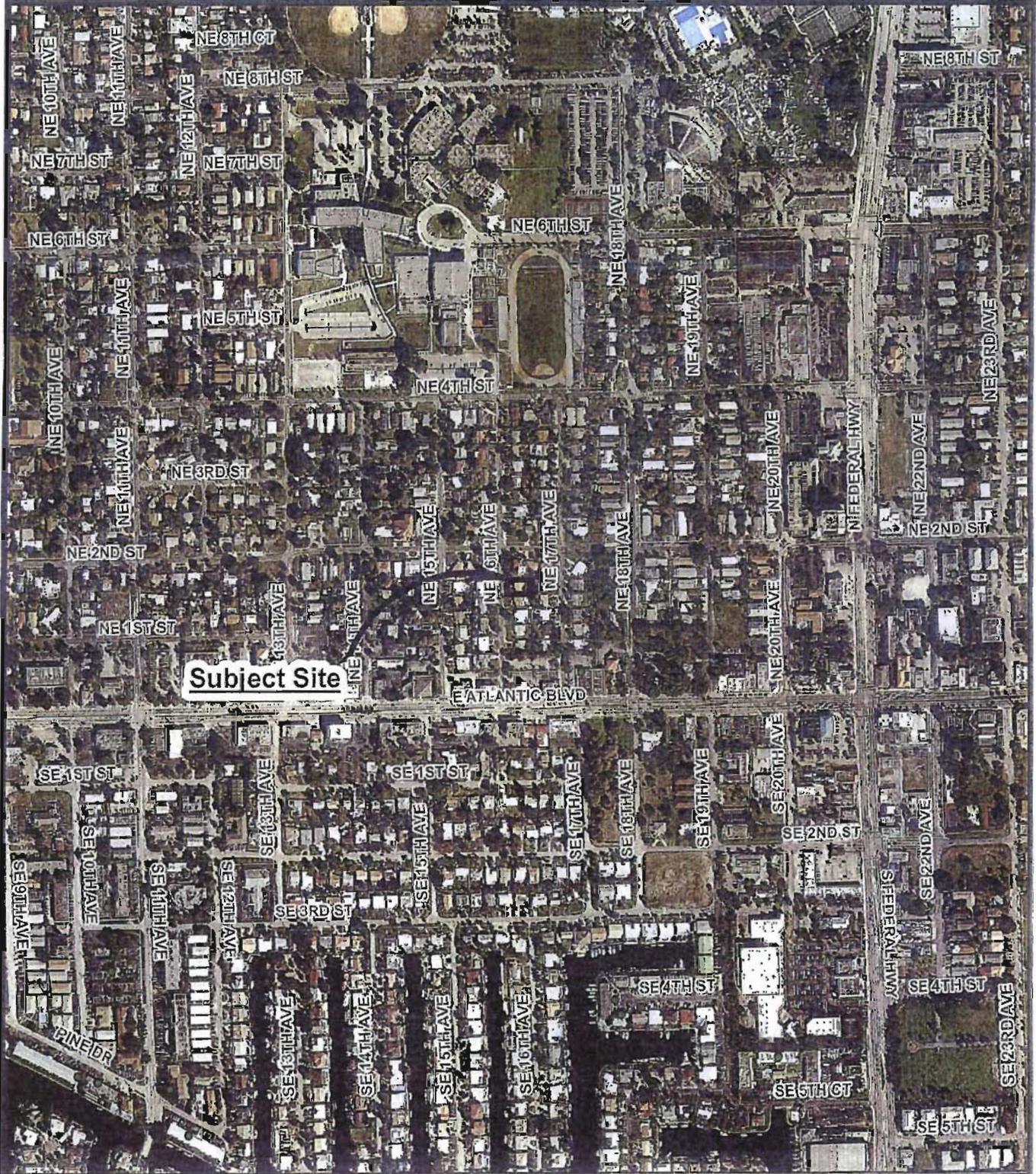
Overlay

1 in = 600 ft

4

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

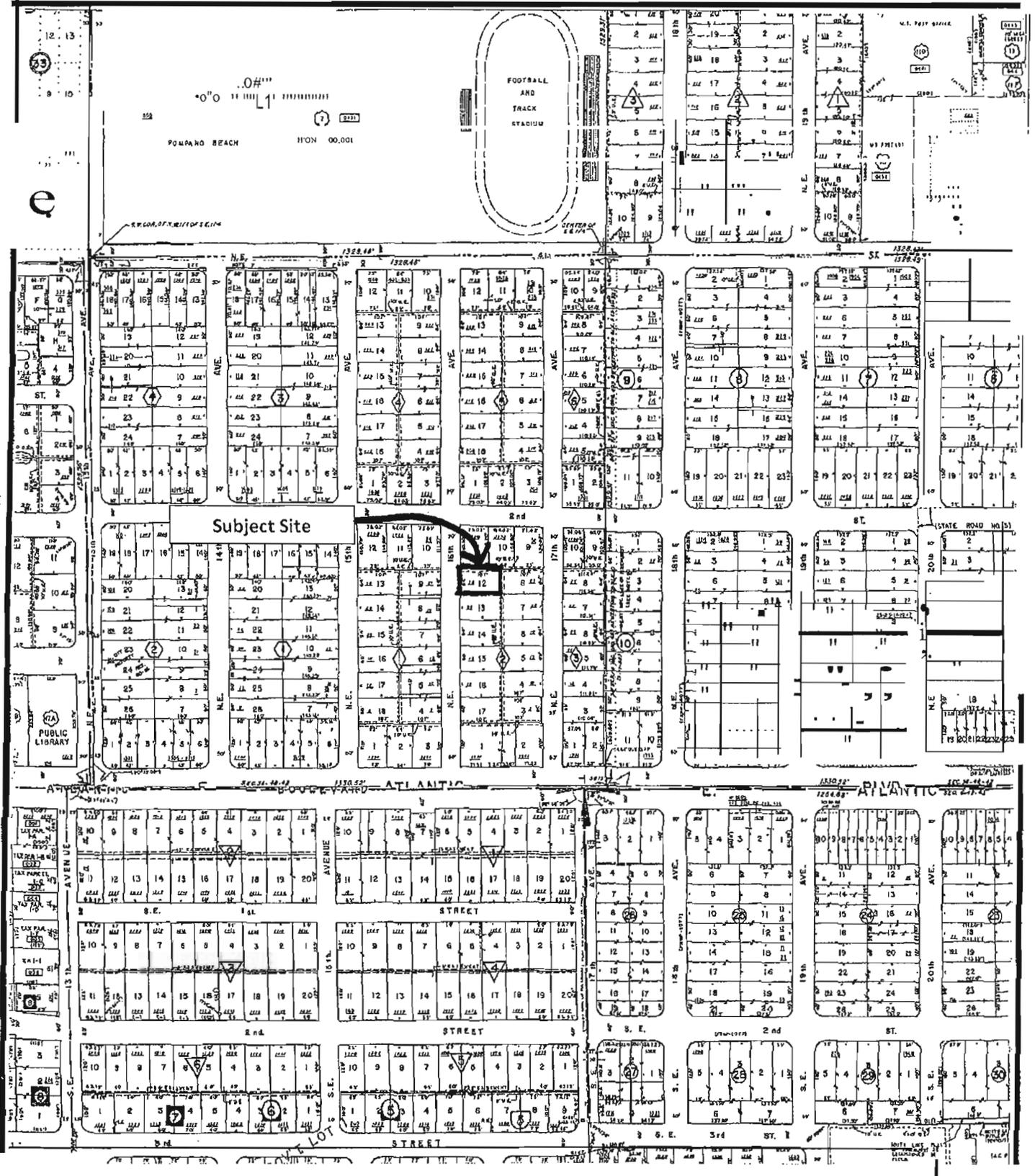
CITY OF POMPANO BEACH AERIAL MAP



1 in = 600 ft

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

EXCERPT FROM THE CITY OF POMPANO BEACH PLAT MAP



SCALE: **NTS 1**

NORTH

REVIEW AND SUMMARY

DRC Dates: Note that Vacation/ Abandonment Requests do not go to DRC.

Zoning Department:	No Objection
Community Redevelopment Agency	No Objection
Code Compliance	No Objection
Fire Department:	No Objection
Engineering Department:	No Objection
Public Works Department:	No Objection
Utilities Department:	No Objection
AT&T:	No Objection
TECO Gas:	No Objection
Department of Transportation:	No Objection
FP&L:	No Objection
Comcast Cable:	No Objection

ZONING DEPARTMENT RECOMMENDATION

Given the information provided to the Board, staff provides the following alternative motions for the Board's review.

Alternative Motions

I- Approve with conditions

Recommend approval to the City Commission

II- Table

Table this abandonment request to allow time for the Applicant to address any objections raised by the affected parties

III- Denial

Recommend denial to the City Commission as the Board finds that the easement serves a public purpose and should not be abandoned.

Meeting Date: July 14, 2015

Agenda Item

20

REQUESTED COMMISSION ACTION:

L

<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Consent	X Ordinance	Resolution	Consideration/ Discussion	Presentation	

SHORT TITLE AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA ADOPTING A COMPREHENSIVE PLAN MAP AMENDMENT FOR THE WH POMPANO, LP REQUEST LOCATED AT 1333-1350 S. OCEAN BOULEVARD; PROVIDING FOR A DETERMINATION THAT A LOCAL PLANNING AGENCY HEARING WAS HELD ON AUGUST 27, 2014; PROVIDING THAT A TRANSMITTAL AND ADOPTION PUBLIC HEARING WILL BE HELD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The Applicant is proposing a change in the land use designation of the 6.60 gross acre property located on the east and west sides of A1A, south of S.E. 13th Street, otherwise known as 1333-1350 S. Ocean Blvd. Currently the property has a Commercial (C) Land Use designation. The Applicant is requesting a change in land use to High Residential (46) that will allow a maximum of 303 residential units. Staff has included 2 Conditions of Implementation in Exhibit B of the proposed Ordinance should it be approved on second reading, which must take place after the Broward County Planning Council hearing of the request. The Planning & Zoning Board recommended denial of this request in a 5-1 vote.

- (1) Origin of request for this action: Mr. Dev R. Motwani
- (2) Primary staff contact: Robin M. Bird/ Maggie Barszewski Ext. 7921
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>DEPARTMENTAL HEAD SIGNATURE</u>
<u>Dev. Services</u>	<u>08/8/14</u>	<u>Denial</u>	<u>Memo# 14-348</u> <i>[Signature]</i>
<u>City Attorney</u>	<u>09/19/14</u>	<u>10/2/14</u>	<u>CAC# 2014-1556</u> <i>[Signature]</i>

X Planning and Zoning Board
X City Manager *[Signature]*

Denial Memo #14-053
[Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	
<u>Workshop</u>			
<u>1st Reading</u> <u>10/14/14</u>	<u>1st Reading</u>	<u>Results:</u>	<u>Results:</u>
<u>APPROVED</u>			
<u>2nd Reading</u> <u>7/14/15</u>			



City Attorney's Communication #2014-1556
September 19, 2014

TO: Maggie Barszewski, AICP, Planner

FROM: Gordon B. Linn, City Attorney

RE: Ordinance to Amend the Future Land Use Designation for Property Located at 1333-1350 S. Ocean Blvd.

As requested in your memorandum to me of September 18, 2014, Development Services Memorandum No. 14-416, I have reviewed the ordinance that was attached to your memorandum and find same to be acceptable as to legal form. Please confirm the name of the requestor on Page 2 of the proposed ordinance.

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

GORDON B. LINN

GBL/jrm
l:cor/zoning/2014-1556

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA ADOPTING A COMPREHENSIVE PLAN MAP AMENDMENT FOR THE WH POMPANO, LP REQUEST LOCATED AT 1333-1350 S. OCEAN BOULEVARD; PROVIDING FOR A DETERMINATION THAT A LOCAL PLANNING AGENCY HEARING WAS HELD ON AUGUST 27, 2014; PROVIDING THAT A TRANSMITTAL AND ADOPTION PUBLIC HEARING WILL BE HELD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 163.3184 F.S., the Planning and Zoning Board/Local Planning Agency held a duly noticed public hearing on August 27, 2014 on the proposed amendments to the Future Land Use Map of the adopted City of Pompano Beach Comprehensive Plan, and subsequently recommended denial to the City Commission; and

WHEREAS, said amendment proposes to change a Land Use Plan map designation of 6.60 gross acres in the Commercial (C) land use category to a High Residential 46 (HR46) land use designation that will allow a maximum of 303 dwelling units, for the property legally described in Exhibit A; and.

WHEREAS, pursuant to Ch. 163.3187, Florida Statutes the City Commission held at least one duly noticed public hearing on the proposed amendment to the Future Land Use Map of the adopted City of Pompano Beach Comprehensive Plan; and

WHEREAS, at the public hearings, the parties having an interest and all other citizens so desiring had an opportunity to be and were in fact heard; and

WHEREAS, all staff reports, minutes of meetings, findings of fact and support documents are hereby incorporated by reference; and

WHEREAS, the City Commission has considered the application in its entirety, staff reports, minutes of meetings, findings of fact and support documents and determines the request is in the best interests of the City; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That the foregoing application recitals, findings of fact, minutes of meetings and all staff reports and documents are true and correct, and are hereby incorporated by reference and transmitted.

SECTION 2: That duly noticed public hearing was held on August 27, 2014 by the Local Planning Agency in compliance with Section 163, Florida Statutes, to consider the referenced Future Land Use Map Amendment.

SECTION 3: That the City Commission hereby adopts the amendment to the City of Pompano Beach Future Land Use Map to change the land use designation from Commercial (C) land use category to a High Residential 46 (HR46) on 6.60 gross acres, for the WH Pompano, LP request located at 1333 – 1350 S. Ocean Boulevard, as legally described in Exhibit A attached hereto and made a part hereof with the conditions of project implementation described in Exhibit B.

SECTION 4: That the City Clerk is directed to transmit a certified copy of this Ordinance to the Department of Economic Opportunity and required State Agencies for review under the Small Scale amendment process allowed by Ch. 163.

SECTION 5: The City Clerk is directed to transmit a certified copy of this Ordinance to the Broward County Planning Council with the City's amended Future Land Use Map for the Planning Council to recertify the City Future Land Use Map.

SECTION 6: That in the event any provision or application of this Ordinance shall be held invalid, it is the legislative intent that the other provisions and applications thereof shall not be thereby affected;

SECTION 7: That all Ordinances or parts of Ordinances in conflict herewith are to the extent of said conflict, hereby repealed.

SECTION 8: That this Ordinance shall take effect immediately upon its passage and adoption, but the amendments shall not become effective until the Broward County Planning Council recertifies the City Comprehensive Plan as consistent with the County Land Use Plan.

PASSED FIRST READING THIS 14th DAY OF OCTOBER, 2014

PASSED SECOND READING THIS _____ DAY OF _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS
CITY CLERK

Exhibit A - Legal Description of The WH Pompano, LP Request

ALL OF "OCEAN LAND POMPAÑO BEACH RESORT", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 178, PAGE(S) 127, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

FORMERLY DESCRIBED AS:

PARCEL 1:

THE NORTH 200 FEET OF THAT PART OF THE SOUTH 450 FEET OF GOVERNMENT LOT 2, SECTION 5, TOWNSHIP 49 SOUTH, RANGE 43 EAST, LYING NORTH OF THE EAST-WEST CENTER LINE OF SECTION 5, TOWNSHIP 49 SOUTH, RANGE 43 EAST;

TOGETHER WITH:

THE NORTH 200 FEET OF THE SOUTH 450 FEET OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) LYING EAST OF HIGHWAY A-1-A IN SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST;

TOGETHER WITH:

THE NORTH 300 FEET OF THE SOUTH 550 FEET OF THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) IN SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST, LYING WEST OF STATE ROAD A-1-A AS THE SAME IS NOW CONSTRUCTED AND USED, AND EAST OF THE CENTER LINE OF SPANISH RIVER;

LESS AND EXCEPT:

THOSE CERTAIN FEE PARCELS AS SET FORTH IN THAT CERTAIN STIPULATED FINAL JUDGMENT ENTERED IN CASE NO. 88-24930-CK, IN THE COURTS OF BROWARD COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 18474, PAGE 625.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 2:

ALL OF "SPANISH RIVER RACQUET CLUB", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 125, PAGE 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

LESS AND EXCEPT:

THOSE CERTAIN FEE PARCELS AS SET FORTH IN THAT CERTAIN STIPULATED FINAL JUDGMENT ENTERED IN CASE NO. 88-24930-CK, IN THE COURTS OF BROWARD COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 18474, PAGE 625.

PARCEL 3 :

THE NORTH 10 FEET OF THE SOUTH 250 FEET OF THAT PART OF GOVERNMENT LOT 2, LYING NORTH OF SECTION CENTERLINE OF SECTION 5, TOWNSHIP 49 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; AND THAT PART OF THE NORTH 10 FEET OF THE SOUTH 250 FEET OF THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, LYING EAST OF STATE ROAD A-1-A, MORE PARTICULARLY DESCRIBED AS ALL OF THAT TRACT OF LAND 10 FEET IN WIDTH RUNNING FROM EAST RIGHT-OF-WAY LINE OF STATE ROAD A-1-A TO THE WEST BOUNDARY OF THE ATLANTIC OCEAN ON THE EAST.

TOGETHER WITH:

THE NORTH 10 FEET OF THE SOUTH 250 FEET OF THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) IN SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST, LYING WEST OF STATE ROAD A-1-A AS THE SAME IS NOW CONSTRUCTED AND USED, AND EAST OF THE CENTERLINE OF SPANISH RIVER.

LESS AND EXCEPT:

THOSE CERTAIN FEE PARCELS AS SET FORTH IN THAT CERTAIN STIPULATED FINAL JUDGMENT ENTERED IN CASE NO. 88-24930-CK, IN THE COURTS OF BROWARD COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 18474, PAGE 625.

SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA.

EXHIBIT B
CONDITIONS OF PROJECT IMPLEMENTATION

- 1) No building permit shall be issued until the Pompano Beach “In-Lieu Fee” for Affordable Housing is submitted.
- 2) Recreation and Open Space Analysis (Beach Access) - a public beach access easement through the property will be required to be shown on the site plan and recorded at the time of first building permit issuance.

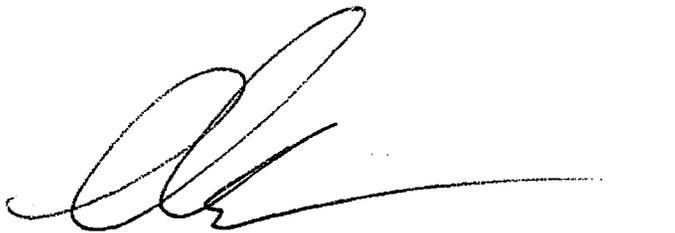
**ECONOMIC DEVELOPMENT COUNCIL
MEMORANDUM #14-060**

DATE: October 7, 2014
TO: City Commission
FROM: Economic Development Council
SUBJECT: WH Pompano LUPA Recommendation
P & Z #14-93000001

At the meeting of the Economic Development Council held on October 6, 2014, the Council discussed the proposed **WH Pompano** Land Use Plan Amendment, located at 1350 S. Ocean Blvd.

It is the recommendation of the Council that the proposed Land Use Plan Amendment be denied approval. Below is the recommendation motion that was passed:

MOTION was made by Roy Rogers and seconded by Rob Wyre to request that the land use for the property located at 1350 S. Ocean Blvd remain the same. The motion was passed 8-2.



Tom DiGiorgio
Chairman of the Council
Economic Development Council

Lambert Advisory

1201 Brickell Avenue
Miami, FL 33131
Phone: 305-503-4099
E-Mail: plambert@lambertadvisory.com
Web: www.lambertadvisory.com

To: Mr. Tom DiGiorgio, Chairman Pompano Beach
EDC

From: Paul Lambert, Managing Principal

Date: September 28, 2014

Re: Pompano Beach Economic Development Strategy
Recommendations

Memo

Both the City of Pompano Beach's 2009 Economic Development Strategy and the 2010 Mayor's Stimulus Task Force Recommendations call for encouraging/supporting the development of new beach oriented hotel product so that Pompano Beach could increasingly enjoy the significant economic benefits which are derived from the continuous inflow of substantial new dollars being spent by tourists who live outside the community.

Following our discussion last week, and in an attempt to measure the potential benefits from new hospitality development in relation to residential buildings, we developed an assessment of the differential in economic and fiscal impacts subsequent to construction between a prototypical luxury condominium development of 125 units built on a beachfront property in Pompano Beach vs. 250 room full service hotel built on the same property. As we understand it, the City's zoning code allows two hotel rooms for each residential unit on any given property that has the appropriate land use designation.

Although the market can only absorb and support so many residential units or hotel rooms at any given point in time, the ratio of economic and fiscal impacts between a residential development and a full service hotel on the same property should hold if the prototypical developed outlined above is scaled up or down. Said another way, while the actual numbers will change, the ratio of impacts from a 300 unit condominium development in comparison to a 600 room hotel will be consistent with our analysis below as long as the market is able to absorb the units and hotel rooms.

To complete our analysis, we utilized our standard economic impact model to compare the relative impact on jobs creation and wages, our retail trade model to estimate the retail sales which would be generated by the project, and an assessment based upon our experience in the Broward market as to the property taxes which would be generated by the residential tower and hotels. Key assumptions that drive the analysis are detailed in the table below.

Table 1
Key Inputs for Economic & Fiscal Benefit Analysis
125 unit Luxury Condominium/250 Room Full Service Hotel

Key Input	Luxury Condominium	Full Service Hotel
Units/Room	125	250
Per Unit/Room Market Value	\$550,000	\$230,000
% of Units with Homestead Exemption	50%	
% of residents/guests from outside Pompano	75%	90%
Average Household Income	\$150,000	
Occupancy Rate		70%
Average Length of Stay (days)		2.5
Average Persons per Unit/Room	2.0	2.0
Average Daily Rate		\$250
Average retail sales per occupied room/daily		\$35

Based upon the assumptions above, we estimate the following economic and fiscal impacts from the residential and hotel development on an annual basis.

Table 2
Economic & Fiscal Benefit
125 unit Luxury Condominium/250 Room Full Service Hotel

Benefit	Luxury Condominium	Full Service Hotel
Direct Employment (FTE)	8	250
Annual Direct Wages	\$189,000	\$9.45 million
Annual Ad Valorem Tax – City	\$335,000	\$280,000
Annual Ad Valorem Tax - Total	\$1.47 million	\$1.23 million
Sales Tax on New Retail & Hotel Sales	\$232,000	\$958,000
Additional Retail Space Demanded	11,000	6,300
New Tourist Development Tax	-	\$798,000

As the table above makes clear, while the prototypical luxury condominium development produces a moderate amount of ad valorem tax and generates more retail sales than the comparative full service hotel, by virtually any other measure of economic or fiscal benefit, a full service hotel produces dramatically more Full Time Equivalent (FTE) jobs, wages, total sales tax and tourist development tax revenue.

It should be noted that while the table above illustrates economic and fiscal benefits, it does not provide an indication as to the relative cost of providing City services to full service hotels vs. condominium units. This is particularly important as it relates to police and fire services. For example, based upon three years of data provided by the City's Fire Department, the number of fire and medical calls on a per room/unit basis for hotel rooms vs. residential units which are located east of the Intercostal waterway indicate that for every hotel room there were 0.30 calls over the period and for every residential unit 0.52 calls. As it relates to medical calls alone (which made up over 92% of all fire department calls over the past three years east of the Intercostal), on a per hotel room vs. residential unit basis an average residential unit had more than double the number of calls than an average hotel room.

Another benefit which should be highlighted is the intangible benefit of hotels activating the beach and commercial areas close to where hotels are built 365 days per year and up to 15 hours a day. While hotel occupancies certainly increase and decrease depending upon the season, unlike residential units that are often vacated by working families during the day and second home residents for much of the year, resort hotel guests enliven activity in and around the beach throughout most of the day. This is beneficial to beach oriented businesses, provides a customer base for restaurants in the area to maintain longer operating hours, and generally helps create an active beach community.

Finally, we have not conducted a specific feasibility analysis of the demand for condominium units or hotel rooms on Pompano Beach although our illustrative program is based upon reasonably broad experience in the market and expectations that both reasonably sized luxury condominium units and beach oriented hotels can be absorbed in today's market. Currently, the condo hotel Beachwalk in Hallandale Beach (216 rooms/units), Margaritaville in Hollywood (350 rooms)¹ and Conrad Hotel in Ft. Lauderdale (290 rooms) are under construction and a number of other hotels are in the planning stage. Many more condominium projects are in process. Both should enjoy reasonable market acceptance for the foreseeable future.

As always, please let me know if you would like to discuss the above further.

¹ The Hollywood CRA is supporting the development of the Margaritaville with \$23 million in increment investment. However, this public investment is partially being used to replace parking spaces in a City owned garage previously located on the site and certain infrastructure improvements which are unique to the Johnson Street property in Hollywood.

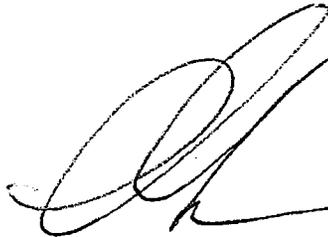
**ECONOMIC DEVELOPMENT COUNCIL
MEMORANDUM #14-059**

DATE: October 2, 2014
TO: City Commission
FROM: Economic Development Council
SUBJECT: WH Pompano LUPA Recommendation
P & Z #14-9300001

At the meeting of the Economic Development Council held on September 22, 2014, the Council discussed the proposed **WH Pompano** Land Use Plan Amendment, located at 1350 S. Ocean Blvd.

It is the unanimous recommendation of the Council that the proposed Land Use Plan Amendment be postponed. Below is the recommendation motion that was passed:

MOTION was made by Jack Rogerson and seconded by Rob Wyre to request that the City Commission postpone any transmittal decision for the Land Use Plan Amendment located at 1350 S. Ocean Blvd. until they have completed the fact findings of the advantages and disadvantages of residential versus commercial hotel development. All voted in favor of the above motion.



Tom DiGiorgio
Chairman of the Council
Economic Development Council

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #14-053**

DATE: September 3, 2014
TO: City Commission
FROM: Planning and Zoning Board/ Local Planning Agency
SUBJECT: Future Land Use Amendment – WH Pompano, LP
P & Z #14-9300001 Project: WH Pompano LUPA

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on August 27, 2014, the Board considered the request by **WH POMPANO, LP** requesting a **FUTURE LAND USE AMENDMENT** of the properties located at 1333 and 1350 S. Ocean Blvd. from Commercial (C) to High Density Residential (H).

By a vote of 5-1, with Richard Kloseiwicz casting the dissenting vote, it is the recommendation of the Board that the **FUTURE LAND USE AMENDMENT** request be denied.



Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency



MEMORANDUM

Development Services

ADMINISTRATIVE MEMORANDUM NO. 14-348

DATE: August 8, 2014

TO: Planning and Zoning Board

VIA: Robin M. Bird, Development Services Director *[Signature]*

FROM: Maggie Barszewski, AICP, Planner *[Signature]*

RE: WH Pompano Small Scale Future Land Use Map Amendment
August 27, 2014 meeting P&Z # 14-93000001

Request

The Applicant is proposing a change in the future land use designation of a 6.60 gross-acre parcel. This subject property is generally located on the east and west sides of A1A south of SE 3rd Street, as described in **Exhibit A**. Currently the parcel has a Commercial Future Land Use designation. The Applicant is requesting a change in land use to High Residential (HR) (46 units/acre).

Proposed Development

The proposed land use would permit a maximum of 303 dwelling units or 606 hotel rooms. The applicant has indicated an intent to build the dwelling units, as well as a maximum of 10,000 square feet of commercial use, as permitted within this category.

A. Existing Land Use Designations - Density/Intensities

The land use that is currently permitted by the adopted Future Land Use Map designations within this 6.60 gross-acre area is shown in Table 1. The Floor Area Ratio (FAR) used to calculate the maximum commercial square footage allowed on this property is based on the commercial FAR in the adopted Future Land Use Element policy 01.07.20. That policy specifies for Commercial, a maximum 60 percent lot coverage and a maximum 105-foot height, which results in an FAR of 6.

Land Use Designation	Density/Intensity	Gross Acres	Units/SF
High Residential	46 du/ac	6.6	303

Note: Section 3.02A.8.c. allows offices and/or retail sales of merchandise or services, as long as no more than 50% of the floor area is used for said purpose."

B. Proposed Land Use Designation - Density/Intensities

The density allowed by the proposed High Residential land use for the property is shown below in Table 2.

Land Use	Type of Use	Dwelling Units
High Residential	Multi-Family	303
Total		303 du

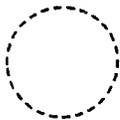
LEGEND

FOR LAND USE PLAN

Symbol Classification Units/ Acre

		Gross Residential Density
		Residential
	E	Estate
	L	Low
	LM	Low- Medium
	M	Medium
	MH	Medium-High
>	H	High
*	C	Commercial
	CR	Commercial Recreation
	I	Industrial
	T	Transportation
	U	Utilities
	CF	Community Facilities
	OR	Recreation & Open Space
	W	Water
	RAC	Regional Activity Center
		Boundaries
		City of Pompano Beach

13 Number



Reflects the maximum total number of units permitted within the dashed line of Palm Aire & Cypress Bend being 9,724 and 1,998

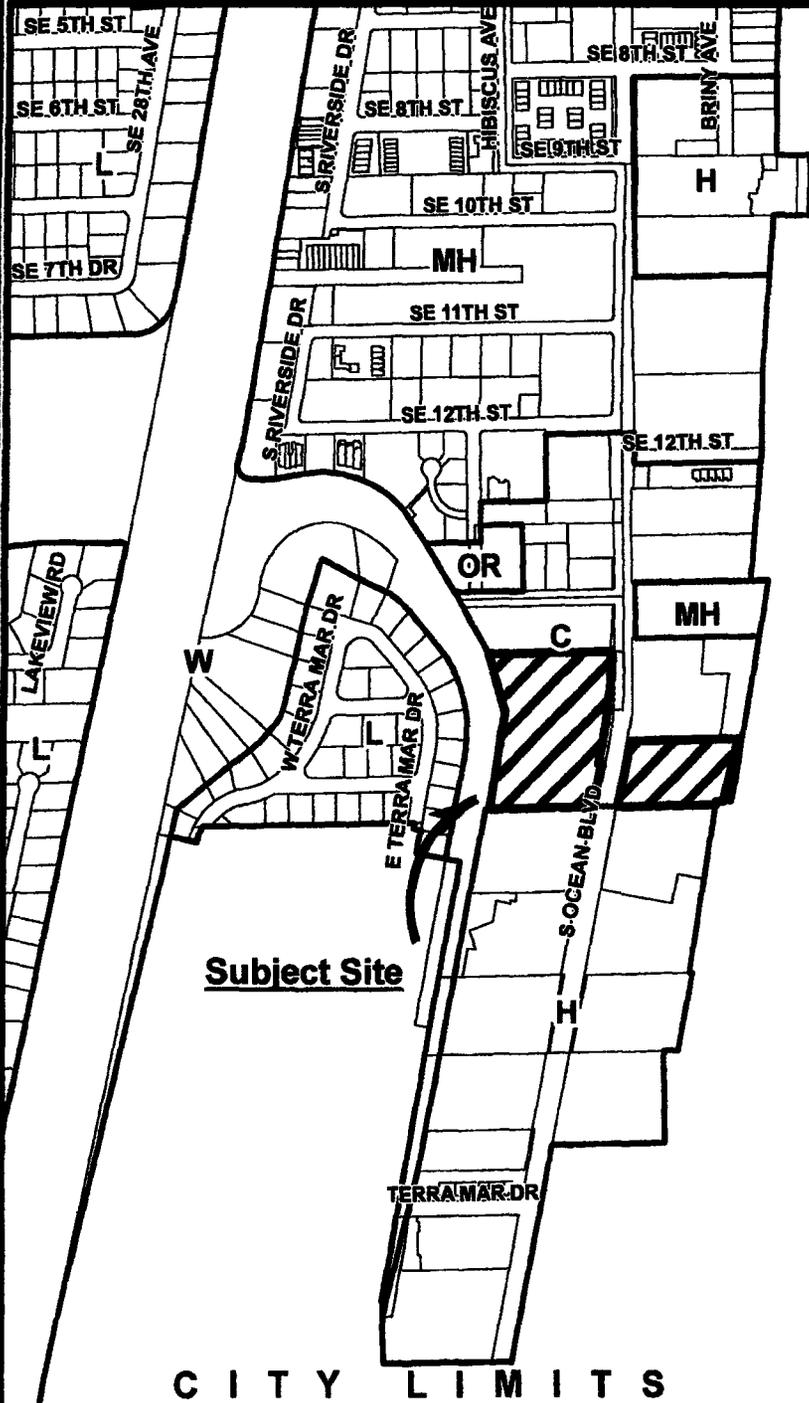
* Existing
> Proposed

FOR ZONING MAP

Symbol District

	RS-1	One-Family Residence
	RS-2	One-Family Residence
	RS-3	One-Family Residence
	RS-4	One-Family Residence
	RD-1	Two- Family Residence
	RM-12	Multi-Family Residence
	RM-20	Multi-Family Residence
	RM-30	Multi-Family Residence
	RM-45	Multi-Family Residence
	RM-45/HR	Overlay
	RPUD	Residential Planned Unit Dev.
	AOD	Atlantic Boulevard Overlay District
	MH-12	Mobile Home Park
	B-1	Limited Business
	B-2	Neighborhood Business
*	B-3	General Business
	B-4	Heavy Business
	RO	Residence Office
	M-1	Marina Business
	M-2	Marina Industrial
	I-1	General Industrial
	I-1X	Special Industrial
	O-IP	Office Industrial Park
	BP	Business Parking
	BSC	Planned Shopping Center
	PCI	Planned Commercial / Industrial Overlay
	PR	Parks & Recreation
	CR	Commerical Recreation
	CF	Community Facilities
	T	Transportation
	PU	Public Utility

CITY OF POMPANO BEACH OFFICIAL LAND USE MAP

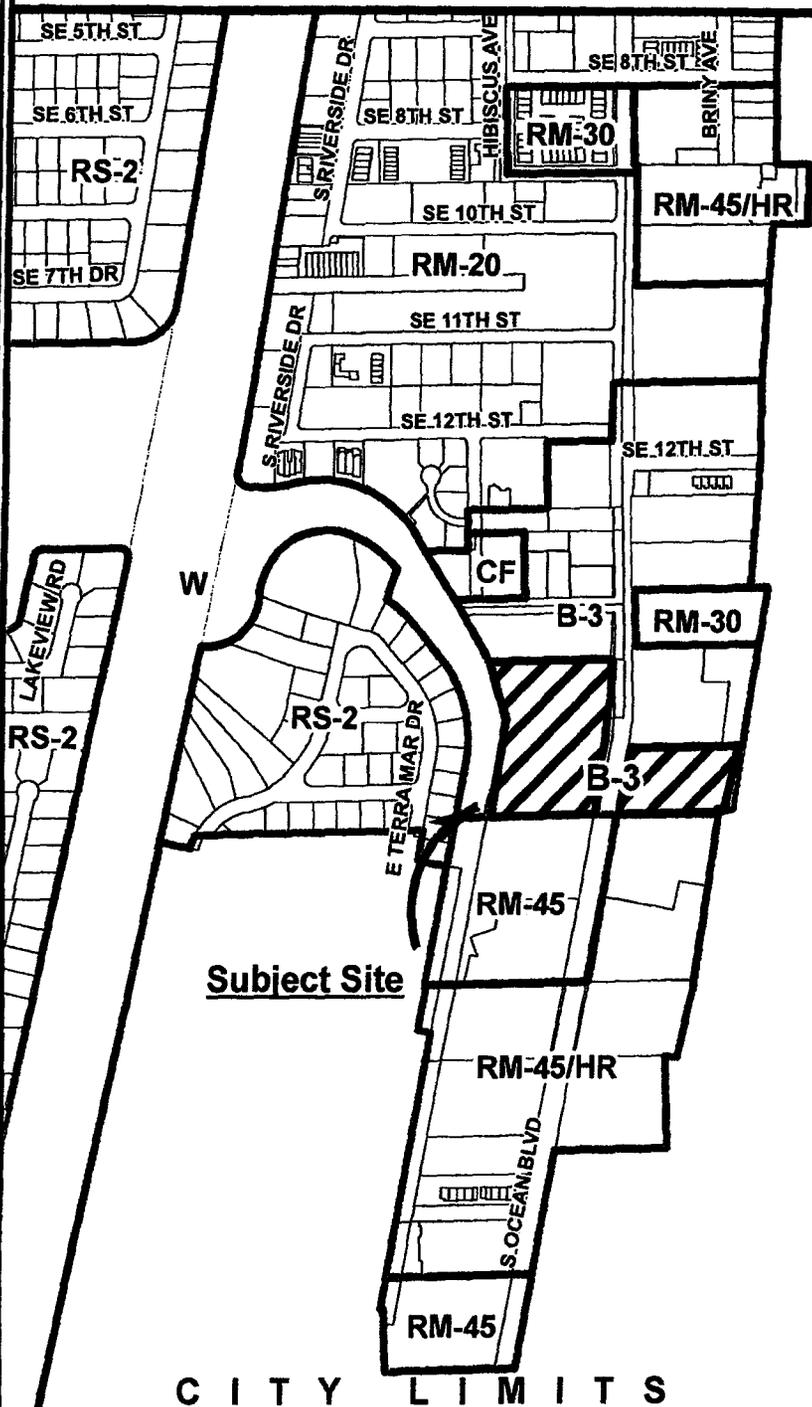


1 in = 600 ft

3

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH OFFICIAL ZONING MAP



Subject Site

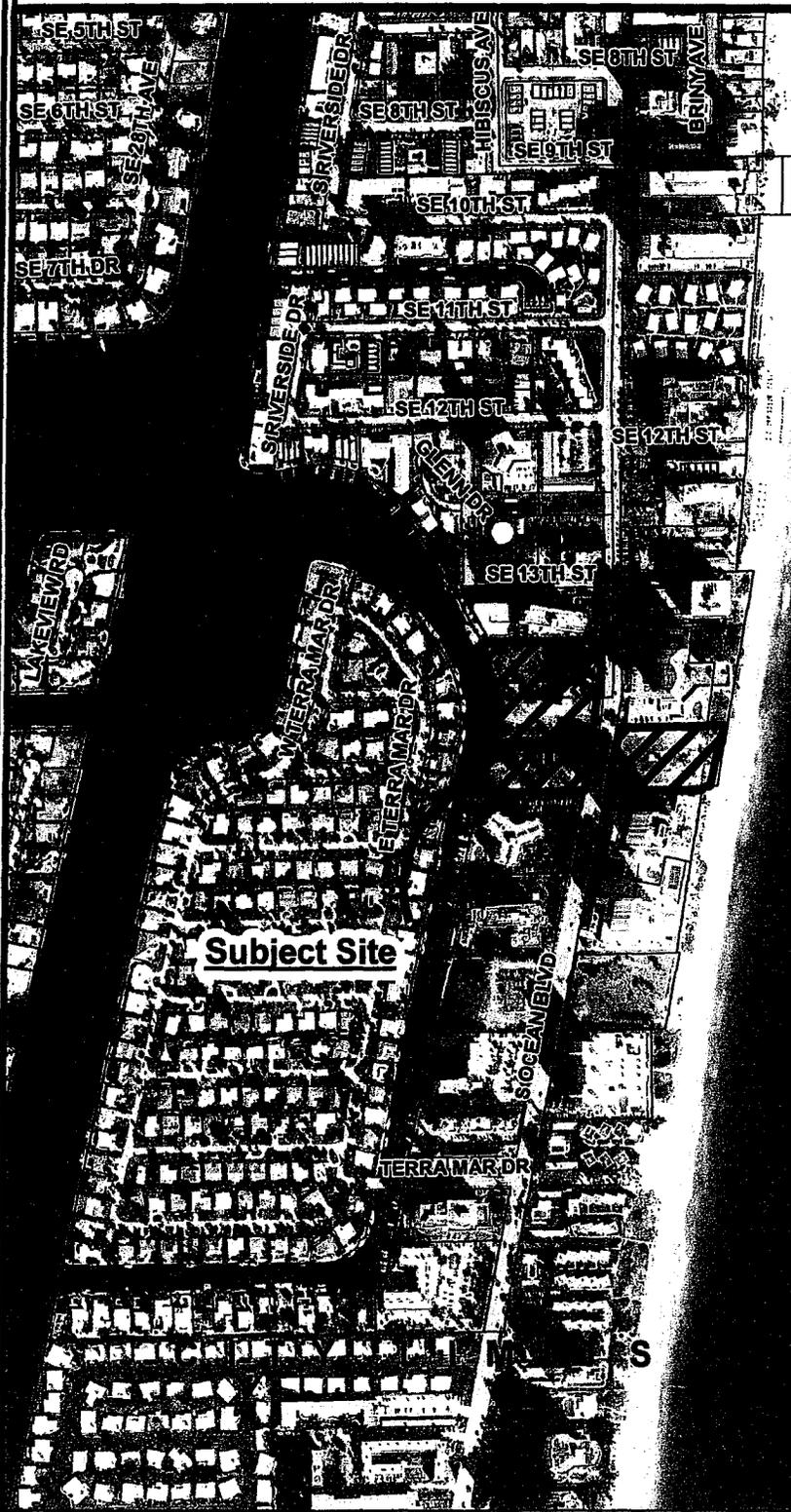
C I T Y L I M I T S

1 in = 600 ft

4

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH AERIAL MAP

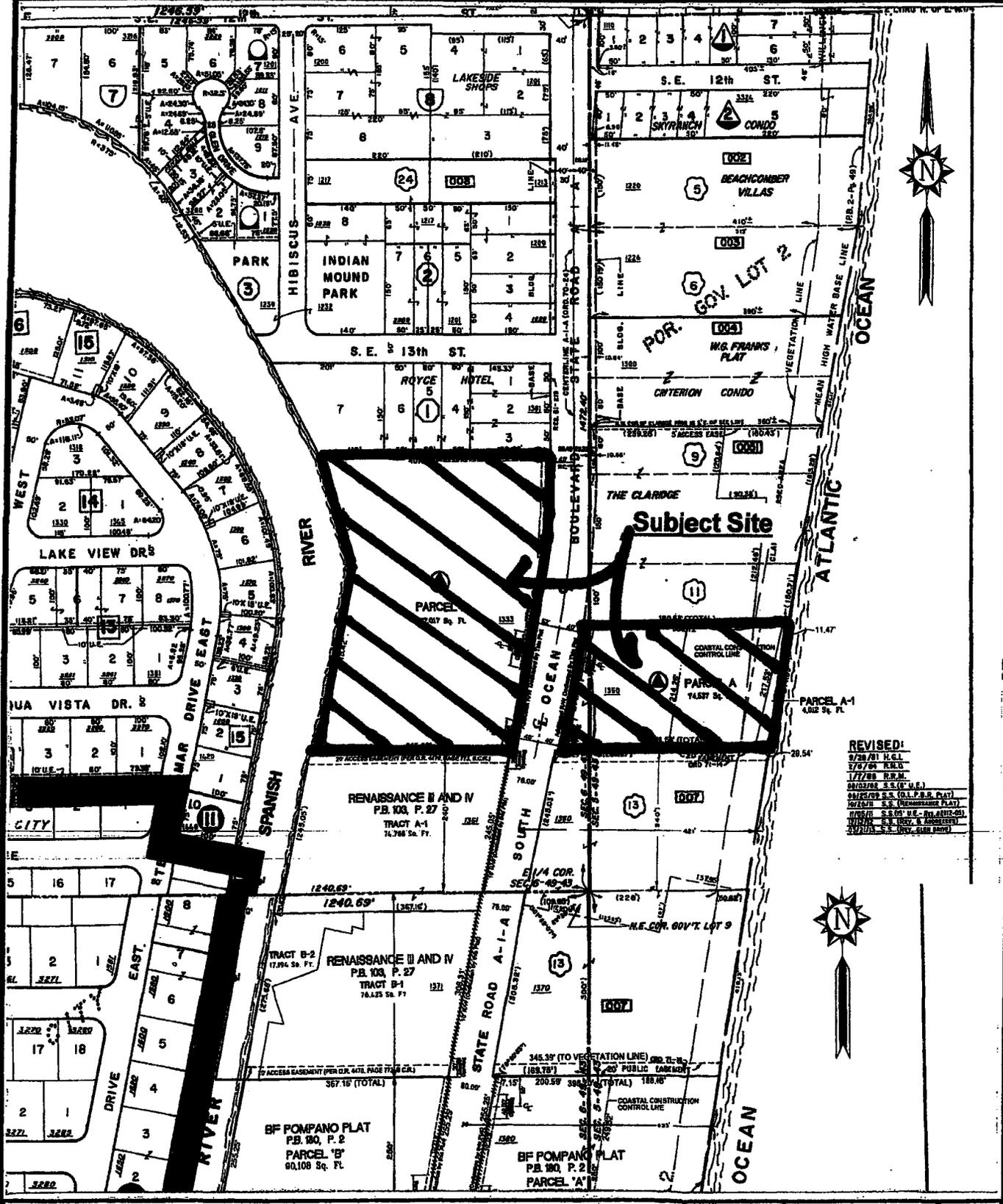


1 in = 600 ft

5

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

EXCERPT FROM THE CITY OF POMPANO BEACH PLAT MAP



REVISED:
 3/28/01 H.C.L.
 3/28/04 R.M.L.
 1/27/06 R.M.L.
 04/23/08 S.S. (U.G.)
 04/23/08 S.S. (D.L.P.R. Plat)
 10/24/10 S.S. (REMEMBRANCE PLAT)
 11/08/10 S.S. (W.E. - No. 4012-01)
 11/08/10 S.S. (NOV. 6 APPROVED)
 03/27/13 S.S. (NOV. 6-0481-01)

SCALE: **NTS**

C. Rationale for the Proposed Amendment

The Applicant requests the Land Use Plan Amendment to allow development of up to 303 market-rate residential units (the maximum allowed at 46 units per acre). In addition, the proposed residential development plans include a maximum of 10,000 sq. ft. of commercial use and a marina with boat slips. Fifty percent of the boat slips will be available for rental to the public.

D. Surrounding Land Uses – The subject property is surrounded by the following land use designations:

- North: Commercial
- South: High Residential
- East: Recreational /Open Space
- West: Waterway

E. Proposed City Land Use Designation - The proposed land use designation is High Residential (HR).

F. Impact Analysis

The proposed intensity of the amendment area is a net decrease over what is currently allowed under the city’s adopted plan; the reduction in intensity is due to the elimination of the Commercial land use and replacing it with residential. The impact on the public facilities and services at build-out, therefore, is less. The amendment will also result in a population increase and therefore will generate additional demands on the parks systems, hurricane evacuation, and on the school district. The results of the impact analysis are provided below.

Sanitary Sewer

The proposed Residential High Land Use is expected to decrease sanitary sewer flows by 96,748 gallons per day of sanitary sewer demand from what would be generated under the existing Commercial Land Use Designation. The table below shows the difference in generation between the two uses.

Sanitary Sewer Impact			
	Use	Calculation	Total
Current	Commercial 1,724,976	X .1 GPD per sq.ft.	=172498 GPD
Proposed	High Res. 303 d.u.	X 250 GPD per d.u.	=75,750 GPD
	Commercial 10,000 sq. ft.	X .1 GPD per sq. ft.	=1,000 GPD
		Change	-95,748 GPD

Source: Broward County LDC

There is a letter verifying this information & the capacity of the County Wastewater treatment plant from the Water & Wastewater Engineering Division.

Potable Water

The new use is expected to also decrease the demand in potable water. The table below shows that demand for potable water will decrease by 84,784 gallons per day from what would be generated under the existing Commercial Land Use Designation.

Potable Water Impact			
	Use	Calculation	Total
Current	Commercial 1,724,976	X .1 GPD per sq.ft. ²	=172,498 GPD
Proposed	303 d.u. x 1.5 = 454	X 191/capita ¹	=86,714 GPD
	Commercial 10,000 sq. ft.	X .1 GPD per sq. ft. ²	=1,000 GPD
		Change	-84,784 GPD

Source: City Comprehensive Plan¹ & Broward County LDC²

The applicant uses a Broward County Level of Service (LOS) for this service impact showing an anticipated reduction of 126,048 GPD. The Development Services Staff uses the City's LOS since the project would be serviced by the City's treatment plant. The difference in the anticipated reduction using the City's LOS is only 84,784 GPD. Staff recognizes that there would be a reduction, just not as great a reduction; and therefore, the applicant should correct this in the report.

There is a confirmation email from the City of Pompano Beach Utilities Department verifying that there will be a reduction in usage with the proposed change.

Drainage

Drainage for the subject property will be accomplished through swales, exfiltration trench and positive drainage connecting to the Intracoastal Waterway. The developer states that all improvements required to meet the adopted level of service will be installed in conjunction with new development.

Drainage Letter from Pompano Beach City says that the Utilities Department has "no issues with the reduction in water issues; however the County has the final word on stormwater changes."

Solid Waste

The new use is expected to also decrease the output of solid waste. The table below shows that the output for solid waste will decrease by 65,902 pounds per day from what would be generated under the existing Commercial Land Use Designation.

Solid Waste Impact			
	Use	Calculation	Total
Current	Commercial 1,724,976	X 4lbs./100 sq. ft./day	=68,999 lbs/day
Proposed	High Res. 303 d.u.	X 8.9 lbs/day	=2,697 lbs/day
	Commercial 10,000 sq. ft.	X 4 lbs/100 sq. ft./day	=400 lbs/day
		Change	-65,902 lbs/day

The applicant has provided the a letter from Waste Management to verify that the information above is correct.

Recreation and Open Space

The level of service standard for neighborhood parks is based on 2 acres per 1,000 persons.

The level of service standard for community parks is 1 acre per 1,000 persons.

The level of service standard for urban parks based is 2 acres per 1,000 persons.

The proposed change in land use designation will increase residential units by a net 303 units since the current Comprehensive Plan assumes a 2 person average household size, the amendment would increase the population by approximately 606 people. The current population of Pompano Beach is approximately 103,977 and with the estimated increase of this amendment it would be approximately 104,583. The required park acreage would be 209 acres of neighborhood, 104.6 acres of community park, and 209 acres of Urban park. According to the Comprehensive Plan there is capacity at each level to meet this demand (see table below).

Park Type	2014 Population (with Amendment)	2025 Population Demand (with Amendment)	Capacity
Neighborhood	209 ac	219	233.5 ac.
Community	105 ac	110	120.2 ac.
Urban	209 ac.	219	240.3 ac

Source: Development Services Staff

Traffic Circulation

Replacing Commercial land use with Residential High land use would result in a reduction of average daily trips.

Traffic Impact			
	Use Code	Calculation	Total ¹
Current	Commercial (820)	1,724,976 sq. ft.	=6,400 trips/day
Proposed	High Res. 303 d.u. (232)	303 High Rise du	=115 trips /day
	Commercial (820)	10,000 sq. ft.	=128 trips/day
			Change
			-6,157 trips/day

¹ P.M. peak hour

Mass Transit

Replacing Commercial land use with Residential High land use would result in a reduction in transit ridership along the existing service route. Route number 11 currently serves the subject property. The service frequency is shown below.

BCT Route #	Days of Service	Hours of Service	Service Frequency
11	Monday –Friday	5:00a-11:55p	30 minutes
	Saturday	5:00a-11:15p	40 minutes
	Sunday	7:00a-9:15p	45 minutes

Source: Transit Division of Broward County

TABLE 16 CHANGE IN MASS TRANSIT DEMAND			
Current:			
Commercial 1,724,976 sq. ft	6,400 trips	X 1.64%	105 Trips ¹
Proposed:			
High Res. 303 d.u.	115 trips	X 1.64 %	2 Trips ¹
Commercial 10,000 sq. ft.	128 trips	X 1.64 %	2 Trips ¹
change			-101 Trips

Source: Broward County Transportation Element Table 3-42

¹ P.M. peak hour

There is a transit letter provided by the applicant from the Broward County Transit Division of the Transportation Dept.

Natural and Historic Resources

The applicant states that review of the Pompano Beach Comprehensive Plan Maps reveals no historic sites located on or near the subject property.

Beach Access

The applicant has stated that no on-site beach access is planned for with this proposed project. This is in conflict with the following Comprehensive Policies found in the Coastal Zone Element.

Policy 10.03.01 Shoreline uses shall be designed in a manner compatible with the environment and be compatible with existing surrounding land uses and are prioritized according to the following criteria:

1. Water dependent commercial and municipal uses.
2. Water related uses in conjunction with water dependent uses.
3. Public accessibility
4. Non-water related uses.

Policy 10.03.05 The City shall seek additional beach access in redevelopment.

The submitted response did not address the 2 highest priority use criteria specified in Policy 10.03.01, but merely pointed out public accesses off-site. Furthermore this proposed project would be considered redevelopment and therefore is required to provide additional beach access. Staff does not agree that this request is in conformance with these policies.

Affordable Housing

The requirements of affordable housing units per the Broward County Land Use Plan Policy 1.07.07 do apply for this request.

RULES FOR IMPLEMENTATION AND ADMINISTRATION OF BROWARD COUNTY

10.2 BROWARD COUNTY LAND USE PLAN POLICY 1.07.07

For amendments which propose to add 100 or more residential dwelling units to the existing densities approved by the Broward County Land Use Plan. Broward County and affected municipalities shall coordinate and cooperate to implement the affected municipality's chosen policies, methods and programs to achieve and/or maintain a sufficient supply of affordable housing.

The applicant states that the Pompano Beach "In-Lieu Fee" for Affordable Housing will be used to satisfy this requirement. Therefore, it will be suggested for a condition if approved.

Land Use Compatibility

The proposed use is of High Residential (HR) (46/acre) is not compatible with the adjacent Commercial Future Land Use designation to the north and east. Furthermore, the applicant is proposing to have a marina use, which according to Consolidated Use table of the Zoning Code would be prohibited and not compatible with the residential to the south. The surrounding uses and land use designations are shown in the table below:

Location	Existing Use	City Land Use Designation
North	Resort & Yacht Club	Commercial
South	Residential	Medium Residential
East	Commercial/ Atlantic Ocean	Commercial
West	ICW	Water

Hurricane Evacuation Analysis

The subject property is within a Hurricane Evacuation Zone. The applicant addressed the required analysis with what is included in item X, starting on Page 24 of the submitted application.

This “analysis” is insufficient since Table 21 simply references the range of hours for link clearance for critical roadways (bridges in this case). There is a need to be showing the increment of change due to the amendment. Also, the Public shelter demand Table 19 uses 2006 data. Staff does not believe that this is the “best available data.”

Furthermore, the request is inconsistent with City’s Future Land Use Element of the Comprehensive Plan which includes the following policy regarding hurricane evacuation.

Policy 01.09.01 - Continue to reject future land use plan amendments for increased density in the coastal area unless a consistency determination can be made with the Broward County Hurricane Evacuation Plan, or unless a finding can be made that the amendment will not increase current evacuation times.

It is Staff’s opinion, that the response does not address the fact that the amendment will increase current evacuation times. Adding residents to the barrier island will increase the number of cars evacuating during a hurricane. A simple traffic study will show this. Staff does not believe that plugging this project’s impact into a regional hurricane traffic model can provide the adequate analysis to provide as stated in Policy 01.09.01 “a finding...that the amendment will not increase current evacuation times.” Therefore per that Policy staff must recommend to “continue to reject future land use plan amendments for increased density in the coastal area.” Staff also does not believe that “a consistency determination can be made with the Broward County Hurricane Evacuation Plan...”

Redevelopment Analysis

The amendment is not within the City's CRA Boundaries.

Intergovernmental Coordination

The subject property is not adjacent to any other local governments.

Public Education

The applicant has yet to get the School Board to provide the project with a School Consistency Review Report prior to County adoption of the Land Use Plan amendment since there will be an increase in residential and therefore possible students as well.

Consistency with Goals, Objectives and Policies of the City's Land Use Plan

The proposed amendment is **inconsistent** with the following goals, objectives and policies of the Comprehensive Plan:

Future Land Use Element

Objective Hurricane Preparedness

01.09.00 Make preparations to protect residences and businesses from hurricanes.

Policies

- 01.09.01 - Continue to reject future land use plan amendments for increased density in the coastal area unless a consistency determination can be made with the Broward County Hurricane Evacuation Plan, or unless a finding can be made that the amendment will not increase current evacuation times.
- 01.03.10 - Support and promote hotels, motels and other tourist accommodations in designated residential, commercial and commercial recreation land use designations.
- 01.04.00 - Support and promote the inter-mix of residential and commercial uses along major traffic corridors.
- 01.01.01 - Adopt and maintain community services based on the Level of Service Standards contained in the various Elements of the City's Comprehensive Plan.
- 10.03.03 - Land zoned for marine and water dependent commercial activities shall be preserved.
- 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.
- 10.09.04 - In accordance with the South Florida Regional Planning Council Policy Plan, the City shall coordinate with Broward County to provide temporary emergency housing for displaced residents.

Capital Improvements Element:

Objective

13.02.00 - The City will limit the expenditure of public funds that subsidize development in high hazard coastal areas to the projects which only contribute to the maintenance of existing capital facilities.

Policy

13.02.01 - Restrict the funding of capital improvement projects in coastal high hazard areas to projects which serve a public purpose.

Coastal Zone Element

Objective Support and Protect Water Dependent Uses

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.

Policy

10.03.01 - Shoreline uses shall be designed in a manner compatible with the environment and be compatible with existing surrounding land uses and are prioritized according to the following criteria:

1. Water dependent commercial and municipal uses.
2. Water related uses in conjunction with water dependent uses.
3. Public accessibility
4. Non-water related uses.

Other Planning Considerations

In addition to the Comprehensive Plan, the City has been perusing economic development initiatives that will promote jobs as well as tourism. The following staff considerations are relevant to any amendment proposing to decrease the amount of commercially designated land on the Barrier Island.

Economic indicators show a strengthening in the hotel market, but even in the worst case scenario, if the property were to remain vacant for the next 5 years, the City would then have retained a commercial parcel for a future improved beach economy. The unique size and location of the parcel merits a resort-type development, possibly even with a marina. Such an exceptional development would enhance the market value of all the residential surrounding it providing a view comparable to the ocean. No condominium in this location could enhance the character of the City of Pompano Beach as would a large high-end hotel and marina resort.

Employment and Economic Impact Considerations

Any type of Commercial use likely to be developed on this parcel would generate more employment than residential use. Given the size and location of the parcel, a resort-type use could be a reasonable assumption for development. Other such uses located on similar acreage have employed approximately 120 people. If the property were to be rezoned to residential, it would most likely become a condominium employing approximately fewer than 10 people.

The economic impact of the two different types of uses is not only in employment, it goes even further when the seasonal impact is considered. Approximately 30 percent of the barrier island population leaves South Florida during more than half the year. This seasonal impact is felt economically for Pompano Beach Businesses. If the subject property were to remain commercial and be developed as a resort-type use, the market would be year-round. This is due to the fact that the South Florida tourism market brings European tourists during the summer months. So the seasonal economic drop for the entire City may only apply if the property were to be rezoned to residential.

Existing Amount of Commercial Vs. Residential Zoned Property on the Barrier Island

The City of Pompano Beach has an extremely small amount of commercially zoned property on the barrier island. An inventory of the acreage on the barrier island shows that excluding publically-owned property, only 10 percent is currently zoned commercial and 90

percent is zoned residential. Furthermore, 6 different parcels zoned RM-45 on the barrier island are currently vacant property. It would seem that there is a surplus of residentially zoned property on the barrier island.

Beach Commercial Economic Benefits for Both Tourism and Convenience for Local Residents

In 2010, the City of Pompano Beach embarked on a marketing effort to improve the City's tourism. A Tourism Marketing Manager was hired in February of 2013, and has been working with the Greater Ft. Lauderdale Convention and Visitors Bureau promoting the City of Pompano as a tourist destination to state, domestic and foreign markets.

A "Tourism Strategic Plan" was published by the City in 2011, assessing the actions necessary to ensure that this tourism marketing effort is a success. Regarding accommodations, it lists the subject property as a prime potential site for future hotel development. Fostering such potential sites is critical to the effort that the City has chosen to invest in, especially when considering the small number of hotel rooms currently existing on the barrier island. The City has approximately 631 rooms within major hotels (including the recently approved but not built Pier Project). In contrast, the City of Hollywood has a total of 2,186 approved rooms at major hotels on the barrier island

Logistically, it would also be beneficial for residents living on the barrier island to be able to go to restaurants relatively close. Residents may feel that they need to travel to adjacent cities in order to enjoy beach-area dining. It is important for a city to have a reasonable amount of commercial to serve local residents. Market forces will ultimately dictate whether restaurants or hotels in such commercial areas will end up serving the residents. However, it is clear that retaining the little amount of Commercial that exists on the beach is vital.

Applicant's Rational is not supported by Staff

The Applicant states incorrectly that Pompano Beach Pier Parking Lot Project includes a hotel development; and furthermore, it is stated that the existing Land Use designation is in conflict with the project. On the contrary, Staff feels that the existing Commercial Land Use will actually complement the investment the City is making in the Pier development as well as all of the beach improvements on the barrier island. As mentioned above, the City is working toward improving the marketability of this City as a tourist destination. Such a goal will be much more difficult with reducing the amount of commercial development that can be built to retain tourism dollars within the City limits.

Summary

Staff finds the request to be inconsistent with 12 Objectives and/or Policies of the Pompano Beach Comprehensive Plan. This document represents the City's guide for future development.

With the economy improving, Staff believes this is the wrong time to be making changes to the Future Land Use designations that will bolster the investments this City has made in its economy. For this reason as well as the determination of incompatibility and Comprehensive Plan inconsistency, Staff cannot support this request.

G. Recommendation of Denial

Staff recommends denial of the Land Use Plan Map Amendment from Commercial (C) to Residential High (RH) for the property described in Exhibit A. This denial recommendation is included in Motion 1 below.

ALTERNATIVE MOTIONS:

- (1) **Motion to recommend denial** of the proposed Future Land Use Map Amendment from Commercial (C) to Residential High (RH) map change to be incompatible with the goals, objectives and policies in the Comprehensive Plan as listed below, as well as other staff considerations sited in this report:

Future Land Use Element

Objective Hurricane Preparedness

01.09.00 Make preparations to protect residences and businesses from hurricanes.

Policies

- 01.09.01 - Continue to reject future land use plan amendments for increased density in the coastal area unless a consistency determination can be made with the Broward County Hurricane Evacuation Plan, or unless a finding can be made that the amendment will not increase current evacuation times.
- 01.03.10 - Support and promote hotels, motels and other tourist accommodations in designated residential, commercial and commercial recreation land use designations.
- 01.04.00 - Support and promote the inter-mix of residential and commercial uses along major traffic corridors.
- 01.01.01 - Adopt and maintain community services based on the Level of Service Standards contained in the various Elements of the City's Comprehensive Plan.
- 10.03.03 - Land zoned for marine and water dependent commercial activities shall be preserved.
- 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.
- 10.09.04 - In accordance with the South Florida Regional Planning Council Policy Plan, the City shall coordinate with Broward County to provide temporary emergency housing for displaced residents.

Capital Improvements Element:

Objective

13.02.00 - The City will limit the expenditure of public funds that subsidize development in high hazard coastal areas to the projects which only contribute to the maintenance of existing capital facilities.

Policy

13.02.01 - Restrict the funding of capital improvement projects in coastal high hazard areas to projects which serve a public purpose.

Coastal Zone Element

Objective Support and Protect Water Dependent Uses

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.

Policy

10.03.01 - Shoreline uses shall be designed in a manner compatible with the environment and be compatible with existing surrounding land uses and are prioritized according to the following criteria:

1. Water dependent commercial and municipal uses.
2. Water related uses in conjunction with water dependent uses.
3. Public accessibility
4. Non-water related uses.

(2) Motion to table the requested Comprehensive Plan Map amendment to provide time for any issues raised by the Board, Staff, Applicant or the general public.

(3) Motion to recommend approval as the Board finds the proposed land use map change compatible with the goals, objectives and policies in the Comprehensive Plan.

This motion would include possible recommended Conditions of Implementation, should the request be recommended for approval which would be as follows:

- 1) No building permit shall be issued until the Pompano Beach "In-Lieu Fee" for Affordable Housing is submitted.
- 2) A School Board Assessment letter needs to be submitted prior to final approval of this request.
- 3) The applicant should provide the City's LOS for potable water impact in this in the report before this request is placed on a City Commission agenda.
- 4) The Drainage letter needs to be provided from Broward County prior to final approval of this request.
- 5) Recreation and Open Space Analysis (Beach Access) - a public beach access easement through the property will be required to be shown on the site plan and recorded at the time of first building permit issuance.

STAFF RECOMMENDS MOTION NUMBER I

Exhibit A

Legal Description

All of "Ocean Land Pompano Beach Resort", according to the map or plat thereof, as recorded in Plat Book 178, Page(s) 127, of the Public Records of Broward County, Florida.

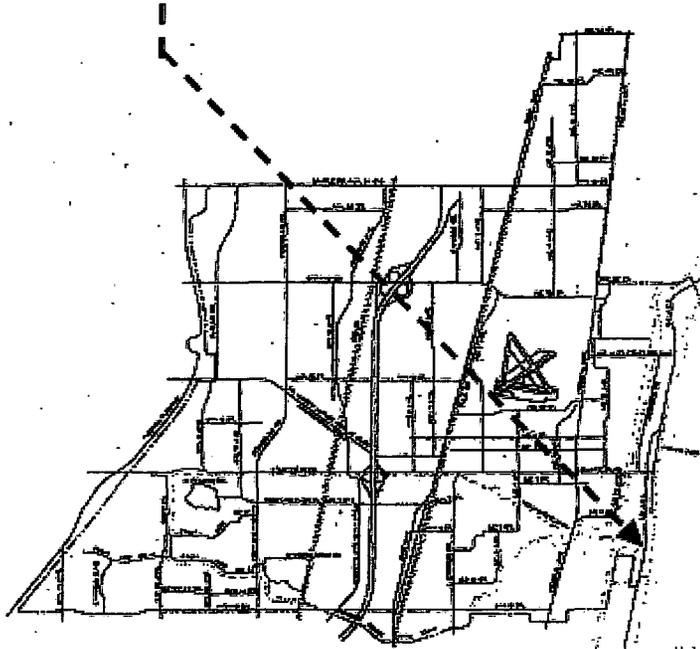
CITY OF POMPANO BEACH, FLORIDA NOTICE OF PUBLIC HEARING

The City of Pompano Beach proposes to change the uses of land within the area shown in the map in this advertisement. The **CITY COMMISSION** will hold Public Hearing on **Tuesday, October 14, 2014 at 7:00 P.M.** in the City Commission Chambers, at the City Hall Complex at 100 West Atlantic Blvd. The subject of the Public Hearing is to discuss and hear public comments on the proposed amendment to the Future Land Use Map of the Comprehensive Plan. At the Public Hearing, the City Commission will consider an ordinance to adopt the proposed amendment as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA ADOPTING A COMPREHENSIVE PLAN MAP AMENDMENT FOR THE WH POMPANO, LP REQUEST LOCATED AT 1333-1350 S. OCEAN BOULEVARD; PROVIDING FOR A DETERMINATION THAT A LOCAL PLANNING AGENCY HEARING WAS HELD ON AUGUST 27, 2014; PROVIDING THAT A TRANSMITTAL AND ADOPTION PUBLIC HEARING WILL BE HELD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Public Hearing #15-09. The proposed map amendment would change the Future Land Use Map designation from Commercial (C) land use category to a High Residential (HR) land use designation with a maximum of 303 Units, on the 6.60 acre property located at 1333-1350 S. Ocean Blvd.

Subject Property – W. H. Pompano, LP



You may either be present in person at this Public Hearing, represented by counsel or letter. All interested persons take due notice of the time and place of this Public Hearing and govern yourselves accordingly.

Copies of the Future Land Use Map and proposed Amendment are available for public inspection in the Development Services Department, 100 West Atlantic Boulevard, Pompano Beach, FL.

Any person who decides to appeal any decision of the **CITY COMMISSION** with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

All correspondence to the **CITY COMMISSION** relative to this matter should be mailed to P.O. Drawer 1300, Pompano Beach, Florida 33061.

CITY OF POMPANO BEACH, FLORIDA
BY: Mary L. Chambers, City Clerk

PUBLISH ON OCTOBER 6, 2014
Sun Sentinel

#20

WH Pompano

Application for Amendment to the City of Pompano Beach and Broward County Land Use Plans

April 8, 2014

Revised April 14, 2014



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WH Pompano

Land Use Plan Amendment

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I. TRANSMITTAL INFORMATION

- A. Letter of transmittal from municipal mayor or manager documenting that the local government took action by motion, resolution or ordinance to transmit a proposed amendment to the Broward County Land Use Plan. Please attach a copy of the referenced motion, resolution or ordinance. The local government's action to transmit must include a recommendation of approval, denial or modification regarding the proposed amendment to the Broward County Land Use Plan.

To be provided.

- B. Date local governing body held transmittal public hearing.

To be provided.

- C. Whether the amendment area is within an Area of Critical State Concern or proposed for adoption under a joint planning agreement pursuant to Section 163.3171, Florida Statutes.

The amendment site is not located in an Area of Critical State Concern or part of a joint planning agreement.

- D. Whether the amendment is one of the following:
- * Development of Regional Impact
 - * Small scale development activity (per Florida Statutes)
 - * Emergency (please describe on separate page)
 - * Other amendments which may be submitted without regard to FL statutory limits regarding submittals (Brownfield amendments, etc.).

The amendment site qualifies as a small-scale development activity.

II. LOCAL GOVERNMENT INFORMATION

- A. Local land use plan amendment or case number.

To be determined.

- B. Proposed month of adoption of local land use plan amendment.

To be determined.

- C. Name, title, address, telephone, facsimile number and email of the local government contact.

Mr. Robin Bird
Director of Development Services
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33061
phone: 786-4634 Fax: 954-786-4666
Email: robin.bird@copbfl.com

- D. Summary minutes from the local planning agency and local government public hearings on the transmittal of the Broward County Land Use Plan amendment.

To be provided.

- E. Description of public notification procedures followed for the amendment by the local government.

Per Chapter 163, F.S.

III. APPLICANT INFORMATION

- A. Name, title, address, telephone, facsimile number and email of the applicant.

Mr. Dev R. Motwani
President and CFO
Merrimac Ventures
401 E. Las Olas Boulevard
Suite 130-324
Fort Lauderdale, FL 33301
Ph: 954-332-5265 Fax: 954-342-1840
Email: Dev@MerrimacVentures.com

- B. Name, title, address, telephone, facsimile number and email of the agent.

Leigh R. Kerr, AICP
President
Leigh Robinson Kerr & Associates, Inc.
808 East Las Olas Blvd. #104
Fort Lauderdale, FL 33301
Ph: 954-467-6308 Fax: 954-467-6308
Email: lkerr808@bellsouth.net

- C. Name, title, address, telephone, facsimile number and email of the property owner.

**WH Pompano LP
c/o Mr. Dev R. Motwani, Manager of the General Partnership
President and CFO
Merrimac Ventures
401 E. Las Olas Boulevard
Suite 130-324
Fort Lauderdale, FL 33301
Ph: 954-332-5265 Fax: 954-342-1840
Email: Dev@MerrimacVentures.com**

- D. Planning Council fee for processing the amendment in accordance with the attached Exhibit C, "Fee Schedule for Amendments to the Broward County Land Use Plan and Local Land Use Elements."

To be provided.

- E. Applicant's rationale for the amendment. The Planning Council requests a condensed version for inclusion in the staff report (about two paragraphs). Planning Council staff may accept greater than two paragraphs, if submitted in an electronic format.

The applicant is requesting a change in the future land use designation from Commercial on the City and Broward County Land Use Plans to High Residential (46). The proposed land use would permit a maximum of 303 dwelling units or 606 hotel rooms. The proposed change to residential use is appropriate for the subject site due to its compatibility with adjacent uses; proximity to the City's CRA; and reduced impact on City services including traffic, water and sewer;

The compatibility of the subject site will be improved with the proposed change in land use. The change from commercial to high residential is a suitable and more compatible neighbor to adjacent uses and will eliminate the other more intense uses that are presently permitted (i.e. retail and office) and could potentially be situated adjacent to the existing residential to the north and the south of the subject site, while continuing to permit the development of a hotel which is a permitted use under the proposed land use category. In addition, the proposed residential development plans to include a maximum of 10,000 square feet of commercial use which is permitted as long as the commercial use does not exceed 50% of the floor area.

The proposed amendment will not have a negative effect on commercial development. There is a total of 10.87 acres of vacant or underutilized commercial property on the barrier island of Pompano Beach excluding the subject site. In addition, The City's East Community Redevelopment Area (CRA) seeks to attract new investment and provide redevelopment opportunities in the CRA which is located just north of the subject site (approximately ¾ mile) at Atlantic Boulevard. Specifically, the CRA Plan states an immediate objective is to attract new commercial businesses and hotel development within the CRA. The City recently processed a land use plan amendment known as "Pompano Beach Pier Parking Lot Redevelopment" to permit commercial and hotel development at A1A between N.E. 2nd Street and N.E. 3rd Street within the CRA. Given the City's investment in the CRA and existing redevelopment opportunities within the CRA, commercial uses should be directed to that area in this part of the City. The change in use for the subject site from commercial to residential supports this goal and will provide potential residents with convenient access to, rather than competition with, the retail, restaurant and tourist activities envisioned for the CRA.

The proposed residential use will have a reduced impact on the below public facilities. It should be noted that SRA1A in the vicinity of the site currently operates at level of service "F" and the proposed change in land use will result in a substantial reduction in trips compared to the current commercial land use.

Service	Current Demand	Proposed Demand	Change
Sanitary Sewer (gallons/day)	172,498 gpd	76,750 gpd	-95,748 gpd
Potable Water (gallons/day)	172,498 gpd	46,450 gpd	-126,048 gpd
Solid Waste (lbs/day)	68,999 lbs	3,097 lbs	-65,902 lbs
Traffic (peak) (trips/day)	6,400 Trips	243 Trips	-6,157 Trips

Additionally, marina and water-dependent activities will not be compromised as a result of the change in land use. The proposed site plan includes a marina with boat slips. Fifty percent of the boat slips will be available for rental to the public. The shoreline use/boat slips will be designed and developed compatible with the environment. The proposed marina plan is comparable to what is currently approved under the existing site plan and therefor will not have a negative impact on existing marina and water-dependent uses.

There are 16 beach access points via street and private property rights-of-way along the entire length of the City's beach with the exception of the northern 2,500 feet. Refer to Exhibit E which depicts beach access locations. Access points

labeled as “Criterion Condominiums”, “Renaissance (North)”, and “Renaissance (South)” are located very near the subject site and will provide the public with adequate access to the beach in the vicinity of the subject site.

With regard to hurricane evacuation impact, the applicant believes the land use change would have a minimal impact on hurricane evacuation and would not increase evacuation times in Broward County and the region. Refer to Section X of this report. In addition, seasonal residents typically leave for the summer which coincides with hurricane season, thereby minimizing the impact the proposed residential use might have on hurricane evacuation.

The applicant believes that the proposed amendment to the Comprehensive Plan still provides the City with benefits of residential uses compatible with adjacent neighbors while maintaining the opportunity for hotel development at the site. The subject site is currently approved for a 586-room hotel under a previous site plan approval. The applicant believes the amendment is supportive of the below City policies:

POLICY 01.01.05

Review proposals for new development to identify the cumulative impacts of the proposed development on public services and facilities.

POLICY 01.03.05

All Land Use Plan Map amendments and rezonings shall provide for the orderly transition of varying residential land use designations.

POLICY 01.03.06

Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.

POLICY 01.03.10

Support and promote hotels, motels and other tourist accommodations in designated residential, commercial and commercial recreation land use designations.

POLICY 01.03.11

Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezoning's.

POLICY 01.03.12

The following criteria may be used in evaluating rezoning requests:

1. Density;

2. Design;
3. Distance to similar development;
4. Existing adjoining uses;
5. Proposed adjoining uses;
6. Readiness for redevelopment of surrounding uses; and
7. Proximity to mass transit.

POLICY 01.16.01

The City shall emphasize re-development and infill, which concentrates the growth and intensifies the land uses consistent with the availability of existing urban services and infrastructure in order to conserve natural and man-made resources.

In addition, given the site is located on the southern end of the beach with no major intersecting streets, the marketability of commercial uses and a hotel facility at the subject site is more limited than more prime locations on the beach. Examples of this include the below.

1. Recently opened Marriott on the northern portion of the beach in the vicinity of the N.E. 14th Street Causeway which connects the beach to northeastern Pompano Beach and Broward County;
2. Recently approved Atlantic 3350 development which is situated at the southwest corner of East Atlantic Boulevard and A1A for a 110-room hotel and residential and retail uses which is also located within the East CRA;
3. The Atlantic Point Plat at the northeast corner of A1A and Atlantic Boulevard which is approved for a 360-room hotel; and
4. The development of a boutique hotel in the location of the Pompano Fishing Pier recently approved by the County and City Commission.
5. Hillsboro Inlet Hotel

In summary, the proposed change is a suitable and compatible use for the subject site which preserves hotel uses and adds residential opportunity, while eliminating potential commercial uses which may compete with the City's CRA and have greater negative impacts on the surrounding community and adjacent residential uses.

IV. **AMENDMENT SITE DESCRIPTION**

- A. Concise written description of the general boundaries and gross acreage (as defined by BCLUP) of the proposed amendment.

The subject site contains approximately 6.60 gross acres and is located on the east and west sides of A1A south of S.E. 13th Street. See **Exhibit A: Location Map.**

- B. Sealed survey, including legal description of the area proposed to be amended.

See Appendix I – Parcels A and B of the Ocean Land Pompano Beach Resort (178/127).

- C. Map at a scale of 1"=300' clearly indicating the amendment's location, boundaries and proposed land uses. (Other scales may be accepted at the discretion of the Planning Council Executive Director. Please contact the Planning Council office in this regard, prior to the submittal of the application.)

Please see Exhibit A: Location Map.

V. EXISTING AND PROPOSED USES

- A. Current and proposed local and Broward County Land Use Plan designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each designation.

The applicant is requesting a change in land use designation from Commercial on the City and Broward County Land Use Plans to High Residential.

- B. Current land use designations for the adjacent properties.

Refer to below TABLE 1 and Exhibit B: Current Future Land Use and Exhibit C: Proposed Future Land Use.

TABLE 1 ADJACENT LAND USES	
North	Commercial
South	High Residential
West	Waterway
East	Recreation/Open Space

- C. Indicate if the flexibility provisions of the Broward County Land Use Plan have been used for adjacent areas.

The coastal zone is not currently within the City's flexibility receiving area. However, flexibility provisions may have previously been utilized for the residentially developed property to the north at 1340 S. Ocean Boulevard.

- D. Existing use of amendment site and adjacent areas.

The subject site is vacant. Refer to below TABLE 2 and Exhibit D: Existing Uses.

TABLE 2 ADJACENT SITE USES	
North	Residential
South	Residential
West	Waterway
East	Beach

- E. Proposed use of the amendment site including proposed square footage* for each non-residential use and/or dwelling unit count. For RAC, LAC, TOC, TOD and MU-R amendments, please provide each existing non-residential use square footage and existing dwelling units for amendment area.

The amendment site is proposed to be used for residential or hotel development, including a marina with boat slips with fifty percent of the boat slips available for rental to the public. In addition, the proposed residential development plans to include a maximum of 10,000 square feet of commercial use which is permitted as long as the commercial use does not exceed 50% of the floor area. Residential development is restricted to 303 dwelling units on the City's Plan (46 d.u./ac).

- F. Maximum allowable development per local government land use plans under existing designation for the site, including square footage for each non-residential use and/or dwelling unit count.

The City establishes a maximum intensity by limiting the height of building in Commercial land use category as follows:

- **105 feet with 60% floor area coverage**

Therefore, the maximum allowable development for the existing designation is 1,724,976 square feet (43,560 sq. ft. x 60% = 26,136 sq. ft. x 6.6 ac = 172,497.6 sq. ft. x 10 floors = 1,724,976 square feet).

- G. Indicate if the amendment is part of a larger development project that is intended to be developed as a unit such as a site plan, plat or DRI. If so, indicate the name of the development; provide the site plan or plat number, provide a location map; and, identify the proposed uses.

The amendment is not part of a larger development project.

VI. ANALYSIS OF PUBLIC FACILITIES AND SERVICES

The items below must be addressed to determine the impact of an amendment on existing and planned public facilities and services. Provide calculations for each public facility and/or service. If more than one amendment is submitted, calculations must be prepared on an individual and cumulative basis.

B. Sanitary Sewer Analysis

1. Identify whether the amendment site or a portion is currently and/or proposed to be serviced by septic tanks.

The amendment site is not currently or proposed to be served by septic tanks.

2. Identify the sanitary sewer facilities serving the amendment site including the current plant capacity, current plus committed demand on plant capacity, and planned plant capacity.

TABLE 3 SANITARY SEWER DEMAND AND CAPACITY Broward County North Regional Waste Water Treatment Plant	
Plant Capacity	95.00 MGD
Current + Committed Plant Demand	71.62 MGD
Planned Plant Capacity	95.00 MGD
Source: Water Wastewater Div. Letter May 20, 2014	

3. Identify the net impact on sanitary sewer demand resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.

TABLE 4 SANITARY SEWER IMPACT			
	<i>Use</i>	<i>Calculation</i>	<i>Total</i>
Current	Commercial 1,724,976 sq. ft.	x .1 GPD per sq. ft.	= 172,498 GPD
Proposed	High Res. 303 d.u.	x 250 GPD per d.u.	= 75,750 GPD
	Commercial 10,000 sq. ft.	x .1 GPD per sq. ft.	= 1,000 GPD
change			- 95,748 GPD

Source: Broward County LDC Sec. 5-182 (g); Broward County Sanitary Sewer Element Table 10

4. Identify the projected plant capacity and demand for the short and long range planning horizons as identified within the local government's adopted comprehensive plan. Provide demand projections and information regarding planned plant capacity expansions including year, identified funding sources and other relevant information.

TABLE 5 PROJECTED PLANT CAPACITY & DEMAND – SANITARY SEWER Broward County North District Regional Wastewater Treatment Plant		
	2015	2025
Projected Plant Capacity	95.00 MGD	95.00 MGD
Projected Plant Demand	84.02 MGD ⁽¹⁾	93.4 MGD
Planned Plant Expansions	None.	
Funding Sources	Not applicable.	
Source: Letter from Broward County Water & Wastewater dated 04/21/2014		

(1) The short-term projected plant demand for the NRWWTP is 84.02 MGD, which was interpolated based upon the Broward County Water & Wastewater Engineering Division's current plant demand (81.20 MGD ^(a)) and the projected long-term (93.4 MGD ^(b)).

(a) Source: Letter from Broward County Water & Wastewater dated 07/09/12

(b) City's Comprehensive Plan projected 2025 demand.

5. Correspondence from sewer provider verifying information submitted as part of the application on items 1-4. Correspondence must contain name, position and contact information of party providing verification.

See Appendix II: Sanitary Sewer Correspondence and below:

Name: Mario Manrique
Agency: Broward County Dpt.of Public Works and Transportation -
 Water & Wastewater Eng. Div.
Ph: 954-831-0926 Fax : 954-831-0925
Address: 2555 W. Copans Road, Pompano Bch, 33069

C. Potable Water Analysis

1. Data & analysis demonstrating that sufficient supply of potable water and related infrastructure will be available to serve the amendment site through the long-term planning horizon, including the nature, timing and size of the proposed water supply and related infrastructure improvements.

The City of Pompano Beach Water Treatment Plant provides potable water to the subject site. Potable water needs for current and future populations served by the Plant will be met through the long term. The average raw water withdrawal rate is approximately 14.6 MGD with a permit capacity of 17.75 raw MGD.

2. Identify the facilities serving the service area in which the amendment is located including the current plant capacity, current and committed demand on the plant and the South Florida Water Management District (SFWMD) permitted withdrawal, including the expiration date of the SFWMD permit.

TABLE 6 PROJECTED PLANT CAPACITY & DEMAND – POTABLE WATER City of Pompano Water Plant	
Current Plant Capacity (Lime Softening Plant 40 MGD + Membrane Plant 10 MGD)	50.00 MGD
Current + Committed Plant Demand	13.1 MGD
SFWMD Permitted Withdrawal	17.75 MGD
Expiration Date of SFWMD Permit	Sept. 14, 2025

3. Identify the wellfield serving the service area in which the amendment is located including the permitted capacity, committed capacity, remaining capacity and expiration date of the permit.

The City owns and operates a water supply facility which provides potable water service to the amendment area. The South Florida Water Management District issued a Use of Water Permit No. 06-00070- W on September 14, 2005 to the City of Pompano Beach. Permitted capacity for the City of Pompano Beach wellfield is 19.4 MGD through 2010. Permitted capacity after 2010 is 17.75 MGD. The permit expires in September of 2025. As of August 10, 2010, the annual allocation shall not exceed of 6,478 million gallons.

4. Identify the net impact on potable water demand, based on adopted level of service resulting from the proposed amendment. Provide calculations, including anticipated demand per s.f.* or d.u.

TABLE 7 POTABLE WATER IMPACT			
	<i>Use</i>	<i>Calculation</i>	<i>Total</i>
Current	Commercial 1,724,976 sq. ft	x .1 GPD per sq. ft	= 172,498 GPD
Proposed	High Res. 303 d.u.	x 1.5 pp x 100 GPD	= 45,450 GPD
	Commercial 10,000 sq. ft.	x .1 GPD per sq. ft.	= 1,000 sq. ft.
change			- 126,048 GPD

Source: Broward County LDC Sec. 5-182 (f)(2)

5. Identify the projected capacity and demand for the short and long range planning horizons as identified within the adopted comprehensive plan - provide demand projections and information regarding planned wellfield and planned plant capacity expansions including year, funding sources and other relevant information. If additional wellfields are planned, provide status including the status of any permit applications.

The City of Pompano Beach Water Treatment plants have a combined designed capacity of 50.0 MGD with a current demand of 13.1 GPD. There are no plans for expansion at this time.

6. Correspondence from potable water provider verifying the information submitted as part of the application on items 1-4 above. Correspondence must contain name, position and contact information of party providing verification.

See Appendix III: Potable Water and below:

Name: A. Randolph Brown, Director of Utilities
Alessandra, City Engineer Delfico

Agency: City of Pompano Beach

Ph: 954-545-7043

Address: 1205 N.E. 5th Avenue, Pompano Beach, FL 33060

D. Drainage Analysis

1. Provide the adopted level of service standard for the service area in which the amendment is located.

The City of Pompano Beach shall set and maintain the level of service standards, which shall be the minimum levels of service standards for drainage per South Florida Water Management District standards. (Source: Drainage Element Policy 06.03.01C)

25-Year Frequency

72-Hour Duration for allowable discharge

10-year frequency storm

24-hour duration for the minimum road crown elevation

100-year frequency storm

24-hour duration for minimum finished floor elevation

2. Identify the drainage district and drainage systems serving the amendment area.

The City of Pompano Beach is located within portions of three (3) drainage basins: the Coastal Basin; the Pompano Canal Basin; and, the C-14 East Basin. Three (3) primary canals provide major drainage flow for the City of Pompano Beach. The subject site is located within the Coastal Basin.

Generally, surface water drainage in the area is accomplished through swales, exfiltration trench and positive drainage connecting to the Intracoastal Waterway.

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

All improvements required to meet the adopted level of service will be installed in conjunction with new development.

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site. Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

A Basin Surface Water Management Plan has not been approved by the South Florida Water Management District for the amendment area.

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrated how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one hundred year flood elevation, acreage for proposed water management retention area, elevations for buildings, roads and yards, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

The area meets the adopted level of service. Development within the site will be required to meet the drainage standards of the City of Pompano Beach, Broward County Department of Planning and Environmental Protection, and the South Florida Water Management District. The subject site will meet the level of service when development of the site is complete.

6. Correspondence from local drainage district verifying the information submitted as part of the application on items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.

See Appendix IV: Drainage Correspondence and below:

Name: Alessandra Delfico
Agency: City of Pompano Beach
Position: City Engineer
Ph: 954-786-4144
Address: 1201 N.E. 5th Avenue , Pompano Beach, FL 33061

E. Solid Waste

1. Provide the adopted level of service standard for the municipality in which the amendment is located.

The adopted level of service standard for residential use is 8.9 pounds per unit per day.

2. Identify the solid waste facilities serving the service area in which the amendment is located including the landfill/plant capacity, current plus committed demand on landfill/plant capacity, and planned landfill/plant capacity.

The City contracts with Waste Management, Inc., to collect and dispose of solid waste material and garbage within the City. The solid waste collected within the City is transported to the Monarch Hill Landfill located at 2700 Wiles Road, Pompano Beach, FL 33073 and the Wheelabrator North Plant.

SOLID WASTE FACILITIES

Disposal Facilities: Wheelabrator Waste-to-Energy Plants
Capacity: 821,250 Tons/Year
Current + Committed Demand: 500,000 Tons/Year
Expansions: None planned

The City has also implemented a recycling program to reduce the quantity of solid waste. In 2005, the quantity of solid waste generated in the City was estimated at 397 tons per day based on the LOS of 7.8 pounds per person per day.

3. Identify the net impact on solid waste demand resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

TABLE 8 SOLID WASTE IMPACT			
	<i>Use</i>	<i>Calculation</i>	<i>Total</i>
Current	Commercial 1,724,976 sq. ft	X 4 lbs./100 sq. ft./day	= 68,999 Lbs/day
Proposed	High Res. 303 d.u.	X 8.9 Lbs/day	= 2,697 Lbs/day
	Commercial 10,000 sq. ft.	X 4 lbs./100 sq. ft./day	= 400 Lbs/day
		change	- 65,902 Lbs/day

4. Correspondence from the solid waste provider verifying that capacity is available to serve the amendment area the information submitted as part of the application on items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.

See Appendix V: Solid Waste Correspondence and below:

Name: John Albert
Agency: Waste Management Inc. of Florida
Position: Manager of Government Affairs
Ph: 954-984-2000 Fax: 954-214-2473
Address: 2700 Wiles Rd

F. Recreation and Open Space Analysis

1. Provide the adopted level of service standard for the service area in which the amendment is located and the current level of service.

The adopted level of service for recreation and open space in the City is as follows:

Mini/Neighborhood: 2.0 acres/1,000 residents
Community Parks: 1.0 acres/1,000 residents
Urban Parks: 2.0 acres/1,000 residents

The adopted level of service for Broward County is 3 acres/1,000 residents.

2. Identify the parks serving the service area in which the amendment is located including acreage and facility type, e.g. neighborhood, community or regional park.

The parks and other spaces that serve the amendment site are provided below:

Name	Type	Acreage
Indian Mound Park	Small Urban Open Space	1.0
Public Beach	Community	26.8
Fern Forest Nature Center	Regional*	10.0
Tradewinds	Regional*	10.0
Quiet Waters	Regional*	10.0
		Total 57.8

*Per Broward County, local governments may credit 10% or 10 acres, whichever is less, toward their regional park acreage needs.

3. Identify the net impact on demand for park acreage, as defined by the Broward County Land Use Plan, resulting from this amendment.

TABLE 9 RECREATION & OPEN SPACE IMPACT			
	<i>Use</i>	<i>Calculation</i>	<i>Total</i>
Current	Commercial 1,724,976 sq. ft	n/a	0 acres
Proposed	High Res. 303 d.u.	X 1.5 pp x .003	= 1.4 acres
	Commercial 10,000 sq. ft.	n/a	n/a
change			+ 1.4 acres

4. Identify the projected park needs for the short and long range planning horizons as identified within the adopted comprehensive plan – provide need projections and information regarding planned expansions including year, identified funding sources, and other relevant information.

TABLE 10 PARK NEEDS			
Planning Horizon	Population⁽¹⁾	Required*	Available⁽²⁾
2015 (short)	103,977	x .003 = 312 acres	486.6
2030 (long)	113,731	x .003 = 341 acres	486.6
<small>*Broward County Parks Requirement (3 ac/1,000 pop) (1) Broward County Population Forecasts, Broward County Planning and Environ.I Regulation Div. July 12, 2012 (2) City Letter dated 5.4.2010</small>			

G. Traffic Circulation Analysis

1. Identify the roadways impacted by the proposed amendment and indicate the number of lanes, current traffic volumes, adopted level of service and current level of service for each roadway.

TABLE 11 EXISTING ROADWAY CONDITIONS							
ROADWAYS	LANES	AADT			Peak Hour		
		Capacity	Volume	LOS	Capacity	Volume	LOS
NORTH-SOUTH							
SR A1A							
North of Pine Ave	2	15,200	18,600	F	1,480	1,670	F
North of Atlantic Blvd	2	16,500	12,100	C	1,600	1,160	C
EAST-WEST							
Atlantic Boulevard							
East of US1	4	28,200	28,000	D	2,730	2,520	D

Source: Roadway Level of Service Analysis '09/'35

2. Identify the projected level of service for the roadways impacted by the proposed amendment for the short (5 year) and long range planning horizons. Utilize average daily and p.m. peak hour traffic volumes per Broward County Metropolitan Planning Organization plans and projections.

TABLE 12 PROJECTED ROADWAY CONDITIONS, SHORT-TERM (2017)							
ROADWAYS	LANES	AADT			Peak Hour		
		Capacity	Volume ¹	LOS	Capacity	Volume ²	LOS
NORTH-SOUTH							
SR A1A							
North of Pine Ave	2	15,200	20,338	F	1,480	1,932	F
North of Atlantic Blvd	2	16,500	13,277	C	1,600	1,568	
EAST-WEST							
Atlantic Boulevard							
East of US1	4	28,200	29,382	D	2,730	2,679	D

Source: Roadway Level of Service Analysis '09/'35;
¹Interpolation Leigh Robinson Kerr & Associates, Inc.
²Factor of .095 to convert daily volumes to peak-hour

TABLE 13 PROJECTED ROADWAY CONDITIONS, LONG -TERM (2035)							
ROADWAYS	LANES	AADT			Peak Hour		
		Capacity	Volume	LOS	Capacity	Volume*	LOS
NORTH-SOUTH							
SR A1A							
North of Pine Ave	2	15,200	24,247	F	1,480	2,303	F
North of Atlantic Blvd	2	16,500	15,924	D	1,600	1,512	D
EAST-WEST							
Atlantic Boulevard							
East of US1	4	28,200	32,793	F	2,730	3,115	F

Source: Roadway Level of Service Analysis '09/'35
 *Factor of .095 to convert daily volumes to peak-hour

3. Planning Council staff will analyze traffic impacts resulting from the amendment. You may provide a traffic impact analysis for this amendment - calculate anticipated average daily and p.m. peak hour traffic generation for the existing and proposed land use designations. If the amendment reflects a net increase in traffic generation, identify access points to/from the amendment site and provide a distribution of the additional traffic on the impacted roadway network and identify the resulting level of service change for the short (5 year) and long range planning horizons.

TABLE 14 TRAFFIC IMPACT			
	<i>Use (Use Code)</i>	<i>Qty</i>	<i>Total ¹</i>
Current	Commercial (820)	1,724,976 sq. ft.	= 6,400 trips/day
Proposed	High Res. 303 d.u. (232) Commercial (820)	303 High Rise du 10,000 sq. ft.	= 115 trips/day = 128 trips/day
change			- 6,157 trips/day

¹ P.M. peak hour

4. Provide any transportation studies relating to this amendment, as desired.

No additional transportation studies are presented at this time.

H. Mass Transit Analysis

1. Identify the mass transit modes, existing and planned mass transit routes and scheduled service (headway) serving the amendment area within one-quarter of a mile.

Broward County Transit Route 11 serves the subject site along A1A. In addition, the City's Community Bus "Green Route" serves the site along A1A.

TABLE 15 MASS TRANSIT ROUTES			
Route	Coverage	Weekday Headways	Weekend Headways
11	A1A	30 min. headways	Sat: 30 min. headways Sun: 45 min. headways

2. Quantify the change in demand resulting from this amendment.

TABLE 16 CHANGE IN MASS TRANSIT DEMAND			
Current: Commercial 1,724,976 sq. ft	6,400 trips	X 1.64%	105 Trips ¹
Proposed: High Res. 303 d.u.	115 trips	X 1.64 %	2 Trips ¹
Commercial 10,000 sq. ft.	128 trips	X 1.64 %	2 Trips ¹
change			-101 Trips

Source: Broward County Transportation Element Table 3-42

¹ P.M. peak hour

3. Correspondence from transit provider verifying the information submitted as part of the application on items 1-2 above. Correspondence must contain name, position and contact information of party providing verification.

See **Appendix VI: Mass Transit Correspondence** and below:

Name: John Ramos
Agency: Broward County Transit Division
Position: Senior Planner
Ph: 954-357-8450 Fax: 954-978-1189
**Address: 1101 Park Central South #3500, Pompano Beach
 33064**

4. Describe how the proposed amendment furthers or supports mass transit use.

The proposed land use designation will support the utilization of mass transit by developing along and near roadways which are currently served by mass transit services.

VII. ANALYSIS OF NATURAL AND HISTORIC RESOURCES

Indicate if the site contains, is located adjacent to or has the potential to impact any of the natural and historic resource(s) listed below, and if so, how they will be protected or mitigated. Planning Council staff will request additional information from Broward County regarding the amendment's impact on natural and historic resources.

- A. Historic sites or districts on the National Register of Historic Places or locally designated historic sites.

A review of the Records of the Florida Department of State, Division of Historical Resources, Broward County Historical Commission and the City of Pompano Beach Comprehensive Plan indicates that no natural or historical resources are located on or adjacent to the site.

- B. Archaeological sites listed on the Florida Master Site File.

A review of the Records of the Florida Department of State, Division of Historical Resources, Broward County Historical Commission and the City of Pompano Beach Comprehensive Plan indicates that no archeological sites are located on or adjacent to the site.

- C. Wetlands

There are no known wetlands within the amendment site.

- D. Local Areas of Particular Concern as Identified within the Broward County Land Use Plan.

There are no known LAPCs within the amendment site.

- E. Priority Planning Area map and Broward County Land Use Plan Policy A.03.05 regarding sea level rise.

The Broward County Priority Planning Areas for Sea Level Rise Map was reviewed. The amendment site is not located within a Priority Planning Area.

- F. "Endangered" or "threatened species" or "species of special concern" or "commercially exploited" as per the Florida Fish and Wildlife Conservation Commission (fauna), the U.S. Fish and Wildlife Service (flora and fauna), or the Florida Department of Agriculture and Consumer Services (fauna). If yes, identify the species and show the habitat location on a map.

There are no endangered or threatened species or species of special concern known to inhabit the subject site.

- G. Plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services.

There are no plants listed on the Regulated Plant Index known to inhabit the site.

- H. Wellfields – Indicate whether the amendment is located within a wellfield protection zone of influence as defined by Broward County Code, Chapter 27, Article 13 “Wellfield Protection.” If so, specify the protected zone and any provisions, which will be made to protect the wellfield

The subject site is not located within a wellfield zone.

- I. Soils – Describe whether the amendment will require the alteration of soil conditions or topography. If so, describe what management practices will be used to mitigate the area’s natural features

Development resulting from this amendment will not require the alteration of soil conditions or topography other than typical construction activity. No special soil conditions exist on site that would affect the land development activity.

- J. Beach Access – Indicate if the amendment is ocean-front. If so, describe how public beach access will be addressed.

The portion of the subject site located east of SRA1A is ocean-front. There are 16 access points via street and private property rights-of-way along the entire length of the City’s beach with the exception of the northern 2,500 feet. The below table provides the location of each access point with information on existing features, including those nearest to the subject site.

Access Point	Spacing	Amenities
Wahoo Bay Bridge Park	400'	Lighted walk to wooden bridge (scenic view)
North Ocean Park (NE 16th Street)	1,050'	Restrooms, picnic tables & pavilions *
NE 13th Street	1,000'	*
NE 10th Street	410'	Trash receptacles & shower
Sea Point Condos	100'	
Admiralty Towers	1,575'	Chain link fence and gate w/posted hours
Silver Thatch Ocean Club	430'	Concrete walkway & trash receptacle
Main Public Beach	520'	Restrooms, picnic tables, pavilions & pier *

SE 2nd Street	500'	*
SE 4th Street	500'	*
SE 6th Street	350'	*
SE 8th Street	1,250'	*
SE 12th Street	575'	*
Criterion Condos	1,100'	Paved concrete walkway
Renaissance (North)	530'	Stairs
Renaissance (South)		Stairs

Source: City of Pompano Beach Comp. Plan Coastal Element Table 4

Notes: Spacing is lineal distance to next access location.

* with parking, bench, shower & trash receptacles.

Refer to Exhibit E which depicts beach access locations. Access points labeled as "Criterion Condominiums", "Renaissance (North)", and "Renaissance (South)" are located very near the subject site and will provide the public with access to the beach in the vicinity of the subject site.

VIII. AFFORDABLE HOUSING

Describe how the local government is addressing Broward County Land Use Plan Policy 1.07.07.

The City of Pompano Beach has a variety of affordable housing policies and programs which meet Broward County Land Use Plan Policy 1.07.07.

IX. LAND USE COMPATIBILITY

Describe how the amendment is consistent with existing and planned future land uses in the area (including adjacent municipalities and/or county jurisdictions). Identify specific land development code provisions or other measures that have or will be utilized to ensure land use compatibility.

The subject site is currently designated Commercial on the City Land Use Plan. The proposed designation is High Residential. The proposed land use is compatible with the surrounding uses as depicted in the below table.

	Land Use	Existing Site Use
North	Commercial	Residential Condo
South	High (25-46)	Residential Condo
West	Water	Intracoastal Waterway
East	N/A	Public Beach

X. HURRICANE EVACUATION ANALYSIS

(Required for amendments located in a hurricane evacuation zone as identified by the Broward County Emergency Management Agency). Provide a hurricane evacuation analysis based on the proposed amendment, considering the number of permanent and seasonal residential dwelling units (including special residential facilities) requiring evacuation, availability of hurricane shelter spaces, and evacuation routes and clearance times. The hurricane evacuation analysis shall be based on the best available data/modeling techniques as identified by the Broward County Emergency Management Agency.

The subject site is located in Hurricane Evacuation Zone A which includes areas east of the Intracoastal Waterway, typically a category 1-2 hurricane.

Hurricane shelters are provided throughout the County. Pompano Beach High School is located approximately two miles to the north west of the subject site and is a designated hurricane shelter. Refer to Appendix VII: Hurricane Evacuation Routes & Shelters.

The 2006 South Florida Regional Hurricane Evacuation Traffic Study is a research document prepared to enhance and update the South Florida Regional Hurricane Evacuation Model for Broward, Miami-Dade and Monroe Counties, and to provide technical data to DCA and other South Florida partners.

The updated regional hurricane evacuation model was prepared with a set of six baseline scenarios based on three levels of storm events (Categories 1-2, Category 3 and Categories 4-5) for both low and high tourist occupancy. The baseline data and the behavioral assumptions incorporated into these six scenarios represent the best available data. Each of these six baseline scenarios produced an estimate of the number of evacuating people and vehicles in the three counties in accordance with destination choices inside and outside of the region for a storm requiring the simultaneous evacuation of all three counties. In addition, the traffic modeling carried out in the Study identified critical links in the regional roadway network for each baseline scenario, and a clearance time was calculated for each of those critical links.

The following underscores the study's findings as it relates to Broward County and the vicinity of the subject site.

ESTIMATES OF THE NUMBER OF EVACUATING PEOPLE AND VEHICLES, THEIR DESTINATIONS, AND SHELTER/HOTEL CAPACITIES.

The 2006 study estimates evacuation destinations for Broward County evacuees as follows:

- 50% evacuate out of the region,
- 45% evacuate to a Broward County residence
- 5% evacuate to a Broward County hotel.

Table 20 depicts this trend as it is evident in the table that the majority of evacuees in Broward County stay close to home and travel to the home of a friend or relative following the “shelter in place” philosophy emphasized by Broward County.

TABLE 17 TOTAL EVACUATING VEHICLES BY SCENARIO TO EVACUATION DESTINATION BROWARD COUNTY						
Destination	Scenario					
	1A	1B	2A	2B	3A	3B
Shelter	2,637	2,694	7,624	7,687	17,341	17,471
Hotel	11,490	13,305	15,396	17,146	19,035	20,510
Local friend/ relative	88,150	95,033	125,834	133,456	146,016	154,389

Scenario Definitions

1A Category 1-2 Storm Conditions with Low Tourist Occupancy
 1B Category 1-2 Storm Conditions with High Tourist Occupancy
 2A Category 3 Storm Conditions with Low Tourist Occupancy
 2B Category 3 Storm Conditions with High Tourist Occupancy
 3A Category 4-5 Storm Conditions with Low Tourist Occupancy
 3B Category 4-5 Storm Conditions with High Tourist Occupancy

Source: 2006 South Florida Regional Hurricane Evacuation Traffic Study Table 30

TABLE 18 TOTAL EVACUATING PEOPLE BY SCENARIO BROWARD COUNTY					
Scenario					
1A	1B	2A	2B	3A	3B
219,402	227,723	312,270	320,177	391,293	400,640

Source: 2006 South Florida Regional Hurricane Evacuation Traffic Study Table 31

Table 22 outlines the public shelter demand and capacity for Broward County. In the worst case scenario (3B) public shelter demand does not exceed the shelter space available in Broward County.

TABLE 19					
TOTAL PUBLIC SHELTER DEMAND (PEOPLE) BY SCENARIO AND CAPACITY (PEOPLE) - BROWARD COUNTY					
Scenario					
1A	1B	2A	2B	3A	3B
5,538	5,621	15,731	15,820	36,304	36,493
Total Shelter Capacity		37,135			
Source: 2006 South Florida Regional Hurricane Evacuation Traffic Study Table 32 and 33					

Table 23 outlines the hotel room demand and capacity for Broward County. Adequate hotel rooms exist to absorb arriving evacuees.

TABLE 20					
TOTAL HOTEL DEMAND (PEOPLE) BY SCENARIO AND CAPACITY (PEOPLE) - BROWARD COUNTY					
Scenario					
1A	1B	2A	2B	3A	3B
20,766	23,699	28,956	30,785	39,169	41,620
Total Hotel Capacity		34,615			
Source: 2006 South Florida Regional Hurricane Evacuation Traffic Study Table 34					

CRITICAL LINKS AND CLEARANCE TIMES

An analysis of the traffic congestion and traffic conditions created under each baseline scenario was generated using a traffic model results. The results enable an understanding of how traffic congestion patterns change across the baseline scenarios by coding all roadways in the region according to their clearance times. The total roadways coded with 12-24 hour and more than 24 hour clearance times is greatest under the 3B scenario.

The study utilized a critical link analysis to present clearance times for a regional hurricane evacuation and to determine final clearance times. It calculates the volume to capacity ratio, in hours, on selected critical links. Each county's critical link with the highest volume to capacity ratio determines the final clearance time for that county.

The below table presents the critical links identified in Broward County. The "Atlantic Boulevard Bridge over Intracoastal" link is nearest the subject site. The N.E. 14th Street Bridge is approximately one mile north of Atlantic Boulevard.

Link	Scenario					
	1A	1B	2A	2B	3A	3B
Hallandale Bch Blvd bridge over Intracoastal	5.8	5.7	5.0	5.2	5.4	5.9
Hollywood Blvd bridge over Intracoastal	4.6	4.7	4.7	4.8	4.6	4.7
Sunrise Blvd bridge over Intracoastal	4.5	4.8	4.6	4.8	4.5	4.7
Oakland Park Blvd bridge over Intracoastal	5.4	5.7	5.4	5.7	5.4	5.7
NE 14th Street bridge over Intracoastal	4.0	4.1	4.1	4.1	4.1	4.2
Hillsboro bridge over Intracoastal	4.3	4.4	4.4	4.4	4.4	4.5
Atlantic Blvd bridge over Intracoastal	4.7	4.7	4.6	4.7	4.6	4.6
SE 17 th Street bridge over Intracoastal	4.4	4.7	5.0	5.2	5.0	5.3
E. Commercial Blvd bridge over Intracoastal	5.9	6.1	6.1	6.2	6.0	6.2
Sheridan Street bridge over Intracoastal	3.7	3.7	4.0	3.9	3.7	4.1
Dania Bch Blvd bridge over Intracoastal	3.2	3.4	3.5	3.8	4.2	3.7
Las Olas bridge over Intracoastal	3.7	3.9	3.0	3.2	3.0	3.2
Source: 2006 South Florida Regional Hurricane Evacuation Traffic Study Table 36						

*The **clearance times** shown represent the traffic volume-to-roadway capacity ratio, in hours, for each specified critical link. These times are mutually exclusive and are not cumulative. Under each hurricane evacuation scenario, each county's overall clearance time is defined as the number of hours it takes total evacuating vehicles to traverse that county's most limiting critical link (the critical link with the highest volume-to-capacity ratio). For the regional roadways, clearance time is the amount of time it takes the total evacuating vehicles on each regional roadway to exit the region under each hurricane evacuation scenario.

Broward County's overall clearance time is 6.2 hours under the worst case scenario modeled, scenario 3B. Scenario 3B is designed to represent the simultaneous directed evacuation of all three counties under Category 4-5 storm conditions. It reflects an evacuation shaped by each county's current hurricane evacuation policies. Under Category 4-5 storm conditions, emergency management officials would direct these areas to evacuate. The 3B scenario also assumes a simultaneous evacuation of all unit types in Monroe County.

SUMMARY

Based upon the information provided above, Broward County maintains adequate shelter and hotel space for evacuating residents under all scenarios, including the worst case scenario 3B. The Atlantic Boulevard Bridge critical link is within one mile of the subject site with an evacuation time of 4.6 to 4.7 hours. The 14th Street Bridge critical link is approximately two miles from the subject site with an evacuation time of 4.0 to 4.2 hours. Both links have evacuation times that are less than the overall Broward County evacuation time of 6.2 hours.

The proposed land use will generate a maximum of 303 dwelling units with a

maximum of 455 residents. Based upon the destination choices/percentages indicated in the Study, 228 (50%) of the residents generated would evacuate out of the region, 205 would evacuate to a friend/relative residence within Broward County, and 22 would evacuate to a hotel.

Based upon the Study, the applicant believes the land use change would have a minimal impact on hurricane evacuation and would not increase evacuation times in Broward County and the region.

XI. REDEVELOPMENT ANALYSIS

Indicate if the amendment is located in an identified Redevelopment (i.e., Community Redevelopment Agency, Community Development Block Grant) area. If so, describe how the amendment will facilitate redevelopment and promote approved redevelopment plans.

The amendment site is not located within a CRA.

XII. INTERGOVERNMENTAL COORDINATION

Indicate whether the proposed amendment site is adjacent to other local governments. If so, please provide additional copies for the notification and/or review by adjacent local governments.

The subject site is not located adjacent to other local governments.

XIII. CONSISTENCY WITH GOALS, OBJECTIVES AND POLICIES OF THE COUNTY LAND USE PLAN

POLICY A.01.01 - Provide a range of housing opportunities and choices, including those in the "medium" to "high" densities where compatible with the physical location and services needs of residents in all age and income groups.

RESIDENTIAL USES:

OBJECTIVE 1.01.00 RESIDENTIAL DENSITIES AND PERMITTED USES IN RESIDENTIAL AREAS - Accommodate the projected population of Broward County by providing adequate areas on the Future Broward County Land Use Plan Map (Series) intended primarily for residential development, but which also permit those non-residential uses that are compatible with and necessary to support residential neighborhoods.

POLICY 1.01.01 - Residential areas shall be designated on the future Broward County Land Use Plan Map (Series) consistent with those categories identified within the Residential Permitted Uses subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan. The categories limit

the maximum number of dwelling units that can be built in any designated residential area.

POLICY 1.01.02 Permit those land uses within designated residential areas which are identified in the Residential Permitted Uses subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan.

OBJECTIVE 1.03.00 CORRELATION OF RESIDENTIAL DENSITIES WITH TRANSPORTATION FACILITIES - Correlate the impacts of residential development with the regional roadway network of Broward County and all existing and planned transit facilities to ensure the adequacy and safety of all transportation facilities.

POLICY 1.03.02 Residential densities in the Medium High and High ranges should be located with adequate access to major and minor arterials, expressways and mass transit routes.

OBJECTIVE 8.03.00 EFFICIENT USE OF URBAN SERVICES - Discourage urban sprawl and encourage a separation of urban and rural land uses by directing new development into areas where necessary regional and community facilities and services exist.

LAND USE AND TRANSPORTATION:

GOAL 12.00.00 - COORDINATE TRANSPORTATION AND LAND USE PLANNING ACTIVITIES TO ENSURE ADEQUATE FACILITIES AND SERVICES ARE AVAILABLE TO MEET THE EXISTING AND FUTURE NEEDS OF BROWARD COUNTY'S POPULATION AND ECONOMY.

POLICY 12.01.04 - Broward County and its local governments shall consider the individual and cumulative impacts of land use plan amendments on the existing and planned transportation facilities within the County.

XIV. CONSISTENCY WITH GOALS, OBJECTIVES, AND POLICIES OF THE CITY LAND USE PLAN

POLICY 01.01.05

Review proposals for new development to identify the cumulative impacts of the proposed development on public services and facilities.

POLICY 01.03.05

All Land Use Plan Map amendments and rezonings shall provide for the orderly transition of varying residential land use designations.

POLICY 01.03.06

Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.

POLICY 01.03.10

Support and promote hotels, motels and other tourist accommodations in designated residential, commercial and commercial recreation land use designations.

POLICY 01.03.11

Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezoning's.

POLICY 01.03.12

The following criteria may be used in evaluating rezoning requests:

1. Density;
2. Design;
3. Distance to similar development;
4. Existing adjoining uses;
5. Proposed adjoining uses;
6. Readiness for redevelopment of surrounding uses; and
7. Proximity to mass transit.

POLICY 01.16.01

The City shall emphasize re-development and infill, which concentrates the growth and intensifies the land uses consistent with the availability of existing urban services and infrastructure in order to conserve natural and man-made resources.

XV. **POPULATION PROJECTIONS**

- A. Population projections for the 20 year planning horizon (indicate year).

Year	Population
2015 (short)	103,977
2040 (long)	116,448
Source: Broward County Planning & Environmental Regulation Division, July 2012	

- B. Population projections resulting from proposed land use (if applicable).

303 dwelling units x 1.5 pop/du = 455 people

- C. Using population projections for the 20 yr planning horizon, demonstrate the effect of the amendment on the land needed to accommodate projected population.

The proposed amendment will help provide additional housing opportunities to serve the city's current and future population.

XVI. ADDITIONAL SUPPORT DOCUMENTS

- A. Other support documents or summary of support documents on which the proposed amendment is based.

N/A.

- B. Any proposed voluntary mitigation or draft agreements.

N/A.

XVII. PUBLIC EDUCATION ANALYSIS

Please be advised that the Planning Council staff will request from the Broward County School Board an analysis of the impacts of the amendment on public education facilities as indicated below. Please note that as per the School Board of Broward County Policy 1151, the applicant will be subject to a fee for the review of the application. The applicant is encouraged to contact the School Board staff to discuss these issues as soon as possible.

- A. Identify the existing public elementary and secondary education facilities serving the area in which the amendment is located.

Elementary: McNab Elementary
Middle: Pompano Beach Middle
High School: Blanche Ely High

- B. Identify the existing school enrollment and permanent design capacity of the public elementary and secondary education facilities serving the area.

School	Benchmark Enrollment	Gross Capacity	Over + Under -
McNab Elementary	686	695	-9
Pompano Beach Middle	1,051	1,235	-184
Blanche Ely High	2,084	3,639	-1,555
Source: School Board of Broward County Planning Toll for School Enrollment and Capacity March 27, 2014			

- C. Identify the additional student demand resulting from this amendment - calculations must be based on applicable student generation rates specified in the Broward County Land Development Code.

TABLE 22 SCHOOL IMPACT			
	Elementary	Middle	High
Current: Commercial 1,724,976 s.f.	N/A	N/A	N/A
Proposed: High Res. 303 d.u.	X .002 = .6	X .001- .3	X .001- .3
Commercial 10,000 s.f.	N/A	N/A	N/A
	+ 1 students	+1 students	+ 1 students
Total students = + 3 students			

- D. Identify the planned and/or funded improvements to serve the area in which the amendment is located as included within the School Board’s five year capital plan - provide student demand projections and information regarding planned permanent design capacities and other relevant information.

The School District’s Tentative District Educational Facilities Plan 11/12-15/16 shows no planned capacity improvements for the schools serving the subject site.

- E. Identify other public elementary and secondary school sites or alternatives (such as site improvements, nominal fee lease options, shared use of public space for school purposes etc.), not identified in Item #4 above, to serve the area in which the amendment is located.

Applicant will pay school impact fees.

XVIII. PLAN AMENDMENT COPIES

- A. 15 copies for the BCPC (Please include additional copies, if amendment site is adjacent to other municipalities and/or county jurisdictions). Additional copies may be requested by the Planning Council Executive Director after the initial application submittal.

To be provided with transmittal.

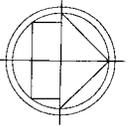
- B. 10 copies of the corresponding local land use plan amendment application, if transmitting concurrent to DCA, including transmittal letter from municipality to DCA.

To be provided with transmittal.

APPENDIX

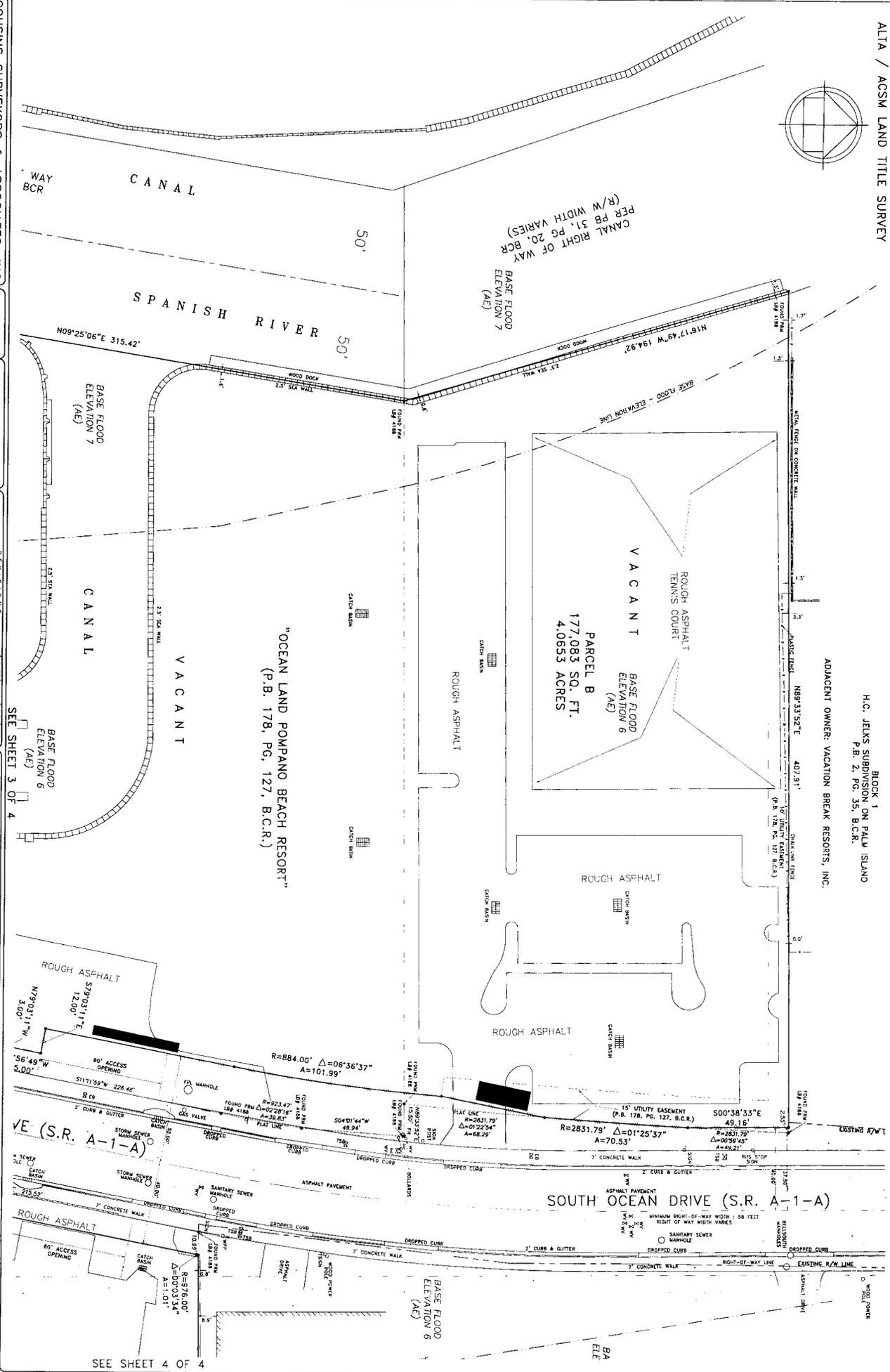
Legal Description	I
Sanitary Sewer Correspondence	II
Potable Water Correspondence	III
Drainage Correspondence	IV
Solid Waste Correspondence	V
Mass Transit Correspondence	VI
Hurricane Evacuation Routes & Shelters	VII

APPENDIX I
Legal Description/Survey



BLOCK 1
H.C. JELKS SUBDIVISION ON PALM ISLAND
P.B. 2, PG. 35, B.C.R.

ADJACENT OWNER: VACATION BREAK RESORTS, INC.



COUSINS SURVEYORS & ASSOCIATES, INC.
 1330 SOUTH OCEAN DRIVE
 POMPANO BEACH, FLORIDA
 PHONE (954)889-7766 FAX (954)889-7799

CLIENT:
 UNION TITLE SERVICES, INC.
 1330 SOUTH OCEAN DRIVE
 POMPANO BEACH, FLORIDA

DATE	BY	DESCRIPTION
07/27/20	ME	FIELD SURVEY
07/27/20	ME	OFFICE SURVEY
07/27/20	ME	FINAL PLAN

DATE	BY	DESCRIPTION
07/27/20	ME	FIELD SURVEY
07/27/20	ME	OFFICE SURVEY
07/27/20	ME	FINAL PLAN

DATE	BY	DESCRIPTION
07/27/20	ME	FIELD SURVEY
07/27/20	ME	OFFICE SURVEY
07/27/20	ME	FINAL PLAN

DATE	BY	DESCRIPTION
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07/27/20	ME	FINAL PLAN

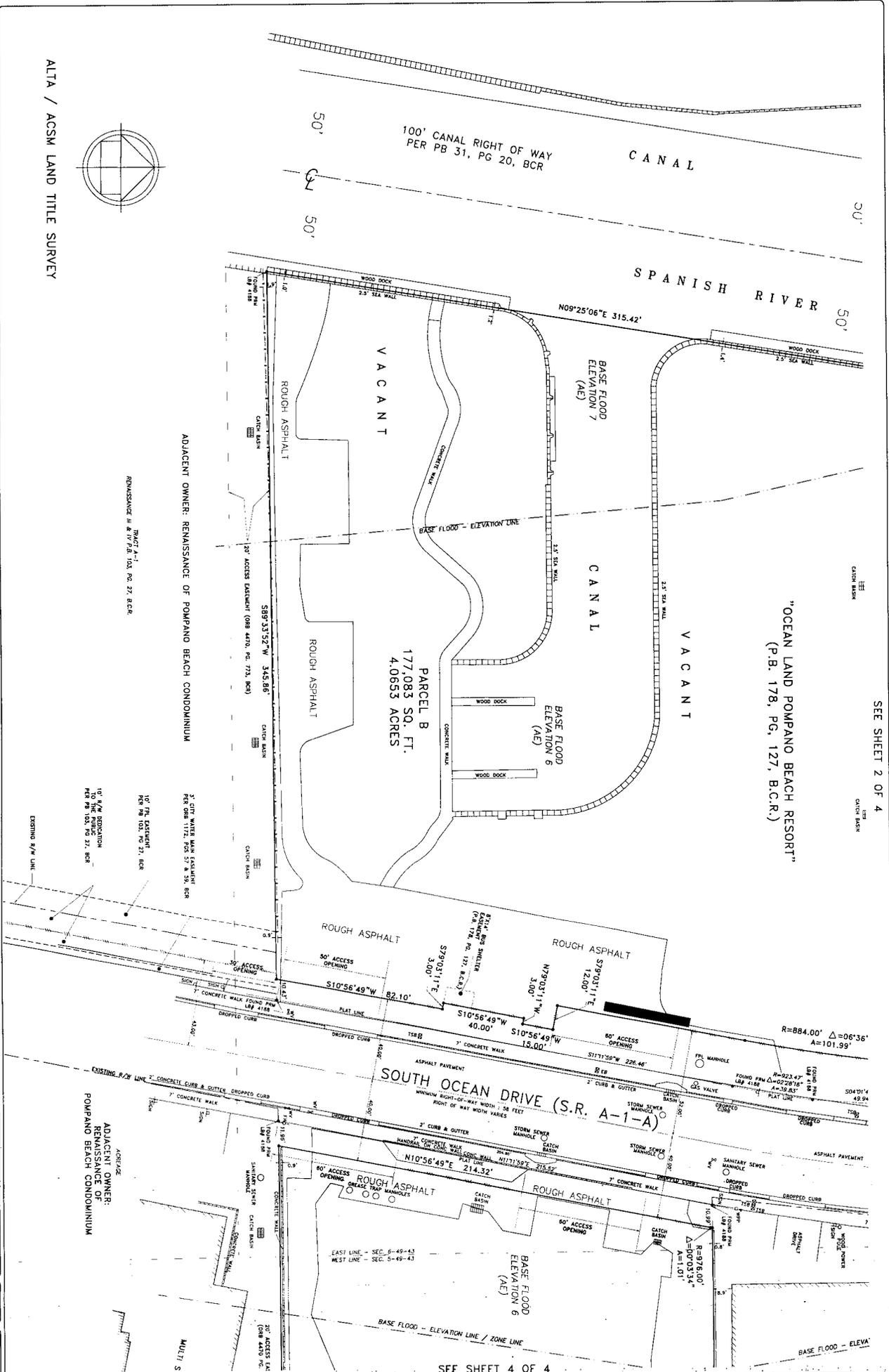
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07/27/20	ME	OFFICE SURVEY
07/27/20	ME	FINAL PLAN

DATE	BY	DESCRIPTION
07/27/20	ME	FIELD SURVEY
07/27/20	ME	OFFICE SURVEY
07/27/20	ME	FINAL PLAN

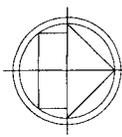
PROJECT NO. 2018-98
 SHEET 2 OF 4
 SCALE 1" = 20'

SEE SHEET 4 OF 4

"OCEAN LAND POMPADNO BEACH RESORT"
(P.B. 178, PG. 127, B.C.R.)



ALTA / ACSM LAND TITLE SURVEY



COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
DADE COUNTY, FLORIDA 33314
CERTIFICATE OF SURVEY NO. 19,864,448
PHONE (305)985-7180 FAX (305)985-7799

CLIENT: UNION TITLE SERVICES, INC.
1350 SOUTH OCEAN DRIVE
POMPANO BEACH, FLORIDA

DATE: 11/17/21
PROJECT NO: 2876-98
SHEET NO: 3 OF 4

DATE: 11/17/21
PROJECT NO: 2876-98
SHEET NO: 3 OF 4

DATE: 11/17/21
PROJECT NO: 2876-98
SHEET NO: 3 OF 4

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PROJECT NO: 2876-98
SHEET NO: 3 OF 4

DATE: 11/17/21
PROJECT NO: 2876-98
SHEET NO: 3 OF 4

APPENDIX II
Sanitary Sewer Correspondence



Public Works Department - Water and Wastewater Services
WATER AND WASTEWATER ENGINEERING DIVISION
2555 West Copans Road • Pompano Beach, Florida 33069 • 954-831-0745 • FAX 954-831-0798/0925

April 21, 2014

via e-mail to: kray808@bellsouth.net

Ms. Kelly Ray, Planner
Leigh Robinson, Kerr & Associates, Inc.
808 East Las Olas Blvd., Suite 104
Fort Lauderdale, FL 33301

**RE: ABILITY TO PROVIDE WASTEWATER SERVICE TO
WH POMPANO LP**

Dear Ms. Ray:

Reference is made to your April 7, 2014 letter regarding the ability of Broward County Water & Wastewater Services (WWS) to provide wastewater services to the referenced development located within the City of Pompano Beach service area.

Nothing in this letter reserves capacity for the referenced development.

WASTEWATER TREATMENT

The referenced development's wastewater will be treated at North Regional Wastewater Treatment Plant (NRWWTP).

The referenced development is expected to decrease wastewater demand from its current land use potential of 0.173 MGD to 0.076 MGD, for a decrease of 0.097 MGD average day demand. The level of service standard for wastewater treatment plants is average day flow. There is currently no existing wastewater demand from these properties with a total of approximately 6.60 acres.

TREATMENT PLANT

As of February 2014, the one-year average day flow for the NRWWTP was 70.00 MGD and committed capacity was 1.37 MGD average day flow, for a total of 71.37 MGD. Committed

Ms. Kelly Ray
April 21, 2014
Page 2 of 2

capacity means capacity for which construction permits have already been signed but the development is not yet generating demand.

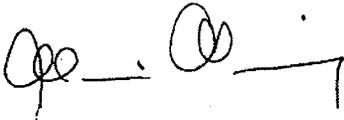
The NRWTPs permitted capacity is 95.00 MGD. Current available treatment plant capacity is 23.63 MGD (95.00 – 71.37).

WASTEWATER COLLECTION SYSTEM

The referenced development is within the service area of the City of Pompano Beach. Please contact them for information on the ability of their wastewater collection system piping to provide the required level of service.

Please contact me at (954) 831-0968 or mmanrique@broward.org if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mario Manrique', with a horizontal line extending to the right.

Mario Manrique
Engineer II

MM/bad

cc: Steven W. Uhrick, P.E., Planning and Development Manager
File: Rezoning and Land Use Plan Amendments

Leigh Robinson Kerr
& Associates, Inc.

Member, American Institute of Certified Planners

April 15, 2014

Alicia Dunne, E.I.

Broward County Department of Public Works and Transportation
Water and Wastewater Engineering Division
2555 West Copans Road
Pompano Beach, FL 33069

Re: WH Pompano Land Use Plan Amendment – Sanitary Sewer

Ms. Dunne:

My office is preparing an application for a land use plan amendment to the City of Pompano Beach's Comprehensive Plan. As you are aware, we are required to assess the impacts of the proposed amendment and confirm the effect on Sanitary Sewer.

We previously submitted this analysis for your review but since that time the application has been revised to include 10,000 square feet of commercial use. I would appreciate your review of the materials and a written response concerning the accuracy of this information. Please provide me with your response at your earliest convenience.

Thank you for your assistance in this matter.

Sincerely,



Kelly Ray
Planner

Enclosures

• Planning • Zoning • Land Use • Expert Testimony •

808 East Las Olas Boulevard, Suite 104, Fort Lauderdale, Florida 33301

Phone (954) 467-6308 Fax (954) 467-6309

lkerr808@bellsouth.net

Established 1985

A. Project Information

General

The subject site contains approximately 6.60 acres and is located on the east and west sides of A1A south of S.E. 13th Street in the City of Pompano Beach. Folio #: 494306560020; 494306560010.

Proposed Use of the Site

The amendment site is proposed to be used for residential or hotel development, including a marina with boat slips with fifty percent of the boat slips available for rental to the public. In addition, the proposed residential development plans to include a maximum of 10,000 square feet of commercial use which is permitted as long as the commercial use does not exceed 50% of the floor area. Residential development is restricted to 303 dwelling units on the City's Plan (46 d.u./ac).

Current Maximum allowable development

The City establishes a maximum intensity by limiting the height of building in Commercial land use category as follows:

- 105 feet with 60% floor area coverage

Therefore, the maximum allowable development for the existing designation is 1,724,976 square feet (43,560 sq. ft. x 60% = 26,136 sq. ft. x 6.6 ac = 172,497.6 sq. ft. x 10 floors = 1,724,976 square feet).

A.

Sanitary Sewer Analysis

1. Identify whether the amendment site or a portion is currently and/or proposed to be serviced by septic tanks.

The amendment site is not currently or proposed to be served by septic tanks.

2. Identify the sanitary sewer facilities serving the amendment site including the current plant capacity, current plus committed demand on plant capacity, and planned plant capacity.

SANITARY SEWER DEMAND AND CAPACITY	
Broward County North Regional Waste Water Treatment Plant	
Plant Capacity	84.00 MGD
Current + Committed Plant Demand	68.70 MGD
Planned Plant Capacity	100 MGD
Source: Wastewater Treatment Plant Flow Calculations for Facilities in Broward County April 2012	

3. Identify the net impact on sanitary sewer demand resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.

SANITARY SEWER IMPACT			
	<i>Use</i>	<i>Calculation</i>	<i>Total</i>
Current	Commercial 1,724,976 sq. ft	x .1 GPD per sq. ft.	= 172,498 GPD
Proposed	High Res. 303 d.u.	x 250 GPD per d.u.	= 75,750 GPD
	Commercial 10,000 sq. ft.	x .1 GPD per sq. ft.	= 1,000 GPD
Source: Broward County LDC Sec. 5-182 (g); Broward County Sanitary Sewer Element Table 10			change - 95,748 GPD

4. Identify the projected plant capacity and demand for the short and long range planning horizons as identified within the local government's adopted comprehensive plan. Provide demand projections and information regarding planned plant capacity expansions including year, identified funding sources and other relevant information.

PROJECTED PLANT CAPACITY & DEMAND – SANITARY SEWER Broward County North District Regional Wastewater Treatment Plant		
	2015	2025
Projected Plant Capacity	100 MGD	100 MGD
Projected Plant Demand	74.4 MGD ⁽¹⁾	93.4 MGD
Planned Plant Expansions	Expansion to 100 MGD.	
Funding Sources	User fees and revenue bonds	
Source: Letter from Broward County Water & Wastewater dated 01/27/12		

(1) The short-term projected plant demand for the NRWWTP is 74.4 MGD, which was interpolated based upon the Broward County Water & Wastewater Engineering Division's current plant demand (68.70 MGD ^(a)) and the projected long-term (93.4 MGD ^(b)).

(a) Source: Letter from Broward County Water/Wastewater 01/27/12

(b) City's Comprehensive Plan projected 2025 demand.

WH POMPANO

Land Use Plan Amendment

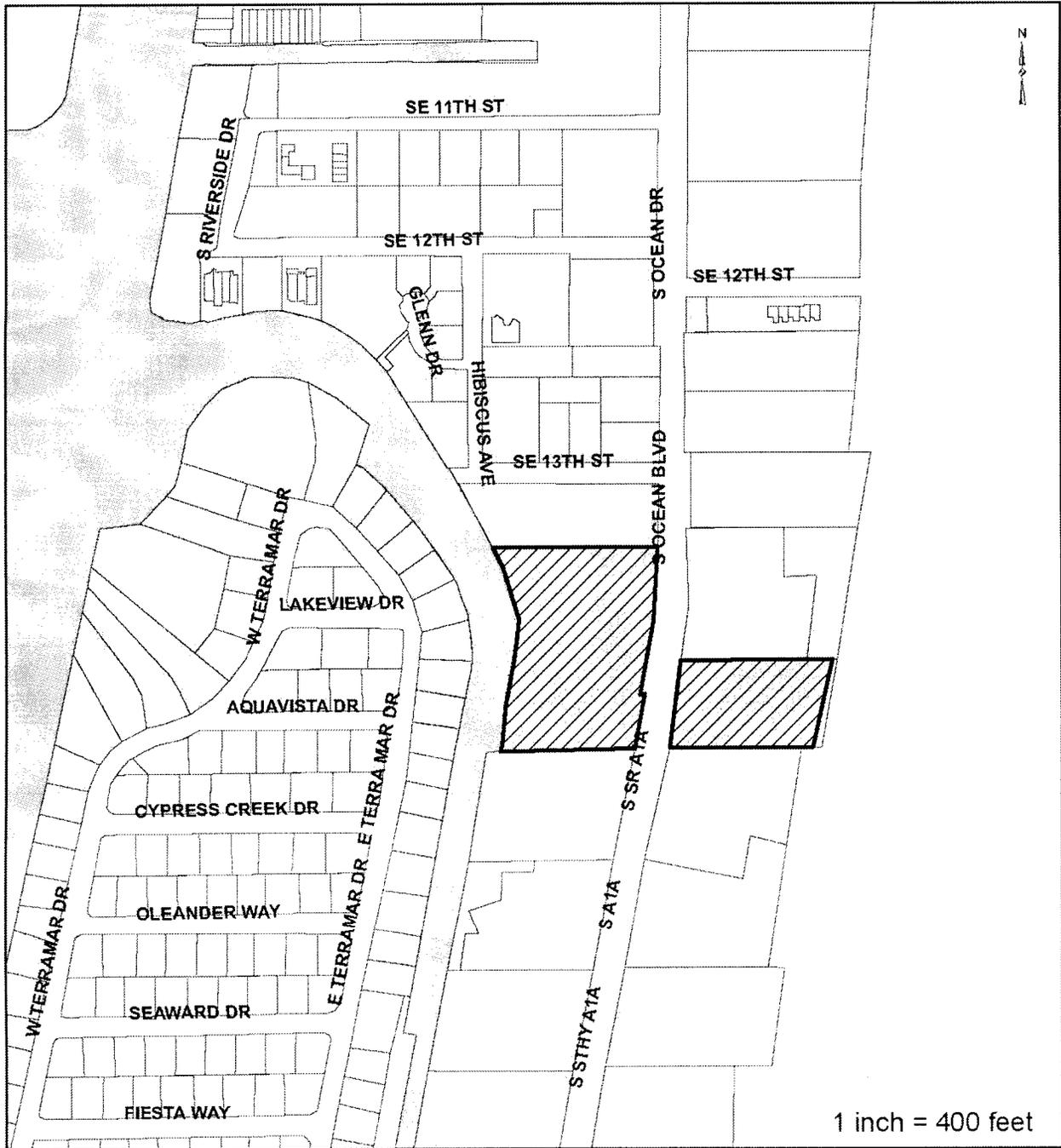


Exhibit A

Subject Site Location

-  Subject Site
-  Parcels

Prepared by:
 Leigh Robinson Kerr & Associates, Inc.
 808 E. Las Olas Blvd #104
 Fort Lauderdale, FL 33301
 P: 954-467-6308 F: 954-467-6309
 E: Lkerr808@bellsouth.net

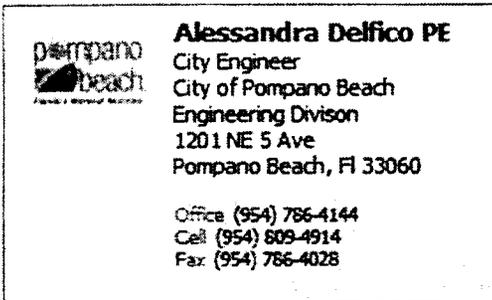
Date: 7/3/2012

APPENDIX III
Potable Water Correspondence

Kelly Ray

From: Alessandra Delfico <Alessandra.Delfico@copbfl.com>
Sent: Tuesday, April 08, 2014 2:38 PM
To: Kelly Ray
Subject: RE: WH Pompano Land Use Plan Amendment
Attachments: Alessandra Delfico PE.vcf

Yes the information is still valid.



From: Kelly Ray [mailto:kray808@bellsouth.net]
Sent: Tuesday, April 08, 2014 9:29 AM
To: Alessandra Delfico
Cc: Randolph Brown
Subject: WH Pompano Land Use Plan Amendment

Good morning,

Attached please find our request for your review of drainage and potable water for the above referenced land use plan amendment.

Please call or email with any questions you may have.

Thank you for your help.

Kelly Ray-Sosnowski, LEED AP+BDC
Planner
Leigh Robinson Kerr & Associates, Inc.
808 East Las Olas Boulevard, Suite 104
Fort Lauderdale, FL 33301
Ph: 954-467-6308 F: 954-467-6309
www.LeighRobinsonKerr.com

Leigh Robinson Kerr
& Associates, Inc.

Member, American Institute of Certified Planners

May 16, 2014

Via e-mail: Alessandra.Delfico@copbfl.com

Alessandra Delfico
City Engineer
1201 NE 5 Avenue
Pompano Beach, Florida 33060

Re: WH Pompano Land Use Plan Amendment – Drainage and Potable Water

Dear Ms. Delfico:

My office is preparing an application for a land use plan amendment to the City of Pompano Beach's Comprehensive Plan. As you are aware, we are required to assess the impacts of the proposed amendment and confirm the effect on Drainage.

We previously submitted this analysis for your review but since that time the application has been revised to include 10,000 square feet of commercial use. I would appreciate your review of the materials and a written response concerning the accuracy of this information. Please provide me with your response at your earliest convenience.

Call or email with any questions you may have. Thank you for your assistance in this matter.

Sincerely,



Kelly Ray
Planner

cc: A. Randolph Brown

Enclosures

• Planning • Zoning • Land Use • Expert Testimony •
808 East Las Olas Boulevard, Suite 104, Fort Lauderdale, Florida 33301

Phone (954) 467-6308 Fax (954) 467-6309

lkerr808@bellsouth.net

Established 1985

A. Project Information

General

The subject site contains approximately 6.60 acres and is located on the east and west sides of A1A south of S.E. 13th Street in the City of Pompano Beach. Folio #: 494306560020; 494306560010.

Proposed Use of the Site

The amendment site is proposed to be used for residential or hotel development, including a marina with boat slips with fifty percent of the boat slips available for rental to the public. In addition, the proposed residential development plans to include a maximum of 10,000 square feet of commercial use which is permitted as long as the commercial use does not exceed 50% of the floor area. Residential development is restricted to 303 dwelling units on the City's Plan (46 d.u./ac).

Current Maximum allowable development

The City establishes a maximum intensity by limiting the height of building in Commercial land use category as follows:

- 105 feet with 60% floor area coverage

Therefore, the maximum allowable development for the existing designation is 1,724,976 square feet (43,560 sq. ft. x 60% = 26,136 sq. ft. x 6.6 ac = 172,497.6 sq. ft. x 10 floors = 1,724,976 square feet).

B. Drainage Analysis

1. Provide the adopted level of service standard for the service area in which the amendment is located.

The City of Pompano Beach shall set and maintain the level of service standards, which shall be the minimum levels of service standards for drainage per South Florida Water Management District standards. (Source: Drainage Element Policy 06.03.01C)

25-Year Frequency

72-Hour Duration for allowable discharge

10-year frequency storm

24-hour duration for the minimum road crown elevation

100-year frequency storm

24-hour duration for minimum finished floor elevation

2. Identify the drainage district and drainage systems serving the amendment area.

The City of Pompano Beach is located within portions of three (3) drainage basins: the Coastal Basin; the Pompano Canal Basin; and, the C-14 East Basin. Three (3) primary canals provide major drainage flow for the City of Pompano Beach. The subject site is located within the Coastal Basin.

Generally, surface water drainage in the area is accomplished through swales, exfiltration trench and positive drainage connecting to the Intracoastal Waterway.

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

All improvements required to meet the adopted level of service will be installed in conjunction with new development.

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site. Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

A Basin Surface Water Management Plan has not been approved by the South Florida Water Management District for the amendment area.

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrated how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one hundred year flood elevation, acreage for proposed water management retention area, elevations for buildings, roads and years, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

The area meets the adopted level of service. Development within the site will be required to meet the drainage standards of the City of Pompano Beach, Broward County Department of Planning and Environmental Protection, and the South Florida Water Management District. The subject site will meet the level of service when development of the site is complete.

C. Potable Water Analysis

1. Data & analysis demonstrating that sufficient supply of potable water and related infrastructure will be available to serve the amendment site through the long-term planning horizon, including the nature, timing and size of the proposed water supply and related infrastructure improvements.

The City of Pompano Beach Water Treatment Plant provides potable water to the subject site. Potable water needs for current and future populations served by the Plant will be met through the long term. The average raw water withdrawal rate is approximately 14.6 MGD with a permit capacity of 17.75 raw MGD.

2. Identify the facilities serving the service area in which the amendment is located including the current plant capacity, current and committed demand on the plant and the South Florida Water Management District (SFWMD) permitted withdrawal, including the expiration date of the SFWMD permit.

PROJECTED PLANT CAPACITY & DEMAND – POTABLE WATER	
City of Pompano Water Plant	
Current Plant Capacity (Lime Softening Plant 40 MGD + Membrane Plant 10 MGD)	50.00 MGD
Current + Committed Plant Demand	13.1 MGD
SFWMD Permitted Withdrawal	17.75 MGD
Expiration Date of SFWMD Permit	Sept. 14, 2025

3. Identify the wellfield serving the service area in which the amendment is located including the permitted capacity, committed capacity, remaining capacity and expiration date of the permit.

The City owns and operates a water supply facility which provides potable water service to the amendment area. The South Florida Water Management District issued a Use of Water Permit No. 06-00070- W on September 14, 2005 to the City of Pompano Beach. Permitted capacity for the City of Pompano Beach wellfield is 19.4 MGD through 2010. Permitted capacity after 2010 is 17.75 MGD. The permit expires in September of 2025. As of August 10, 2010, the annual allocation shall not exceed of 6,478 million gallons.

4. Identify the net impact on potable water demand, based on adopted level of service resulting from the proposed amendment. Provide calculations, including anticipated demand per s.f.* or d.u.

TABLE 1			
POTABLE WATER IMPACT			
	<i>Use</i>	<i>Calculation</i>	<i>Total</i>
Current	Commercial 1,724,976 sq. ft	x .1 GPD per sq. ft	= 172,498 GPD
Proposed	High Res. 303 d.u.	x 1.5 pp x 100 GPD	= 45,450 GPD
	Commercial 10,000 sq. ft.	x .1 GPD per sq. ft.	= 1,000 sq. ft.
change			- 126,048 GPD

Source: Broward County LDC Sec. 5-182 (f)(2)

5. Identify the projected capacity and demand for the short and long range planning horizons as identified within the adopted comprehensive plan - provide demand projections and information regarding planned wellfield and planned plant capacity expansions including year, funding sources and other relevant information. If additional wellfields are planned, provide status including the status of any permit applications.

The City of Pompano Beach Water Treatment plants have a combined designed capacity of 50.0 MGD with a current demand of 13.1 GPD. There are no plans for expansion at this time.

6. Correspondence from potable water provider verifying the information submitted as part of the application on items 1-4 above. Correspondence must contain name, position and contact information of party providing verification.

See Appendix III: Potable Water and below:

Name: A. Randolph Brown, Director of Utilities
Alessandra Delfico, City Engineer
Agency: City of Pompano Beach
Ph: 954-545-7043
Address: 1205 N.E. 5th Avenue, Pompano Beach, FL 33060

WH POMPANO Land Use Plan Amendment

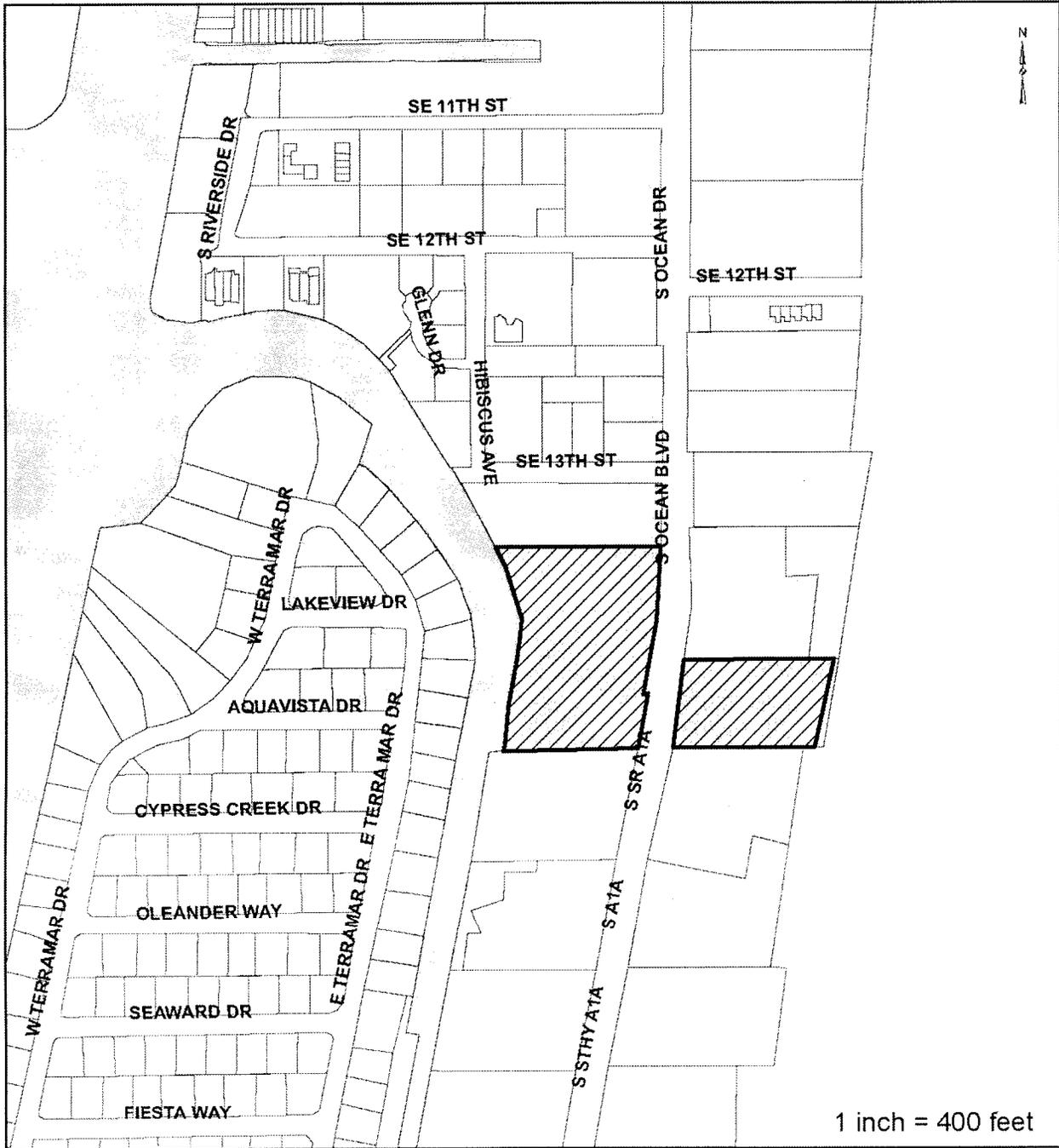


Exhibit A **Subject Site Location**

-  Subject Site
-  Parcels

Prepared by:
Leigh Robinson Kerr & Associates, Inc.
808 E. Las Olas Blvd #104
Fort Lauderdale, FL 33301
P: 954-467-6308 F: 954-467-6309
E: Lkerr808@bellsouth.net

Date: 7/3/2012

APPENDIX IV
Drainage Letter

Kelly Ray

From: Randolph Brown <Randolph.Brown@copbfl.com>
Sent: Wednesday, April 09, 2014 8:47 AM
To: Kelly Ray; Alessandra Delfico
Subject: RE: WH Pompano Land Use Plan Amendment

Good Morning Mr. Ray,
I have no issues with the reduction in water usage; however the County is the final word on stormwater changes.

Thank you,
Randy Brown
Utilities Director

From: Kelly Ray [mailto:kray808@bellsouth.net]
Sent: Tuesday, April 08, 2014 9:29 AM
To: Alessandra Delfico
Cc: Randolph Brown
Subject: WH Pompano Land Use Plan Amendment

Good morning,

Attached please find our request for your review of drainage and potable water for the above referenced land use plan amendment.

Please call or email with any questions you may have.

Thank you for your help.

Kelly Ray-Sosnowski, LEED AP+BDC
Planner
Leigh Robinson Kerr & Associates, Inc.
808 East Las Olas Boulevard, Suite 104
Fort Lauderdale, FL 33301
Ph: 954-467-6308 F: 954-467-6309
www.LeighRobinsonKerr.com

Leigh Robinson Kerr
& Associates, Inc.

Member, American Institute of Certified Planners

May 16, 2014

Via e-mail: Alessandra.Delfico@copbfl.com

Alessandra Delfico
City Engineer
1201 NE 5 Avenue
Pompano Beach, Florida 33060

Re: WH Pompano Land Use Plan Amendment – Drainage and Potable Water

Dear Ms. Delfico:

My office is preparing an application for a land use plan amendment to the City of Pompano Beach's Comprehensive Plan. As you are aware, we are required to assess the impacts of the proposed amendment and confirm the effect on Drainage.

We previously submitted this analysis for your review but since that time the application has been revised to include 10,000 square feet of commercial use. I would appreciate your review of the materials and a written response concerning the accuracy of this information. Please provide me with your response at your earliest convenience.

Call or email with any questions you may have. Thank you for your assistance in this matter.

Sincerely,



Kelly Ray
Planner

cc: A. Randolph Brown

Enclosures

• Planning • Zoning • Land Use • Expert Testimony •

808 East Las Olas Boulevard, Suite 104, Fort Lauderdale, Florida 33301

Phone (954) 467-6308 Fax (954) 467-6309

lkerr808@bellsouth.net

Established 1985

A. Project Information

General

The subject site contains approximately 6.60 acres and is located on the east and west sides of A1A south of S.E. 13th Street in the City of Pompano Beach. Folio #: 494306560020; 494306560010.

Proposed Use of the Site

The amendment site is proposed to be used for residential or hotel development, including a marina with boat slips with fifty percent of the boat slips available for rental to the public. In addition, the proposed residential development plans to include a maximum of 10,000 square feet of commercial use which is permitted as long as the commercial use does not exceed 50% of the floor area. Residential development is restricted to 303 dwelling units on the City's Plan (46 d.u./ac).

Current Maximum allowable development

The City establishes a maximum intensity by limiting the height of building in Commercial land use category as follows:

- 105 feet with 60% floor area coverage

Therefore, the maximum allowable development for the existing designation is 1,724,976 square feet (43,560 sq. ft. x 60% = 26,136 sq. ft. x 6.6 ac = 172,497.6 sq. ft. x 10 floors = 1,724,976 square feet).

B. Drainage Analysis

1. Provide the adopted level of service standard for the service area in which the amendment is located.

The City of Pompano Beach shall set and maintain the level of service standards, which shall be the minimum levels of service standards for drainage per South Florida Water Management District standards. (Source: Drainage Element Policy 06.03.01C)

25-Year Frequency

72-Hour Duration for allowable discharge

10-year frequency storm

24-hour duration for the minimum road crown elevation

100-year frequency storm

24-hour duration for minimum finished floor elevation

2. Identify the drainage district and drainage systems serving the amendment area.

The City of Pompano Beach is located within portions of three (3) drainage basins: the Coastal Basin; the Pompano Canal Basin; and, the C-14 East Basin. Three (3) primary canals provide major drainage flow for the City of Pompano Beach. The subject site is located within the Coastal Basin.

Generally, surface water drainage in the area is accomplished through swales, exfiltration trench and positive drainage connecting to the Intracoastal Waterway.

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

All improvements required to meet the adopted level of service will be installed in conjunction with new development.

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site. Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

A Basin Surface Water Management Plan has not been approved by the South Florida Water Management District for the amendment area.

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrated how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one hundred year flood elevation, acreage for proposed water management retention area, elevations for buildings, roads and years, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

The area meets the adopted level of service. Development within the site will be required to meet the drainage standards of the City of Pompano Beach, Broward County Department of Planning and Environmental Protection, and the South Florida Water Management District. The subject site will meet the level of service when development of the site is complete.

C. Potable Water Analysis

1. Data & analysis demonstrating that sufficient supply of potable water and related infrastructure will be available to serve the amendment site through the long-term planning horizon, including the nature, timing and size of the proposed water supply and related infrastructure improvements.

The City of Pompano Beach Water Treatment Plant provides potable water to the subject site. Potable water needs for current and future populations served by the Plant will be met through the long term. The average raw water withdrawal rate is approximately 14.6 MGD with a permit capacity of 17.75 raw MGD.

2. Identify the facilities serving the service area in which the amendment is located including the current plant capacity, current and committed demand on the plant and the South Florida Water Management District (SFWMD) permitted withdrawal, including the expiration date of the SFWMD permit.

PROJECTED PLANT CAPACITY & DEMAND – POTABLE WATER	
City of Pompano Water Plant	
Current Plant Capacity (Lime Softening Plant 40 MGD + Membrane Plant 10 MGD)	50.00 MGD
Current + Committed Plant Demand	13.1 MGD
SFWMD Permitted Withdrawal	17.75 MGD
Expiration Date of SFWMD Permit	Sept. 14, 2025

3. Identify the wellfield serving the service area in which the amendment is located including the permitted capacity, committed capacity, remaining capacity and expiration date of the permit.

The City owns and operates a water supply facility which provides potable water service to the amendment area. The South Florida Water Management District issued a Use of Water Permit No. 06-00070- W on September 14, 2005 to the City of Pompano Beach. Permitted capacity for the City of Pompano Beach wellfield is 19.4 MGD through 2010. Permitted capacity after 2010 is 17.75 MGD. The permit expires in September of 2025. As of August 10, 2010, the annual allocation shall not exceed of 6,478 million gallons.

4. Identify the net impact on potable water demand, based on adopted level of service resulting from the proposed amendment. Provide calculations, including anticipated demand per s.f.* or d.u.

TABLE 1			
POTABLE WATER IMPACT			
	<i>Use</i>	<i>Calculation</i>	<i>Total</i>
Current	Commercial 1,724,976 sq. ft	x .1 GPD per sq. ft	= 172,498 GPD
Proposed	High Res. 303 d.u.	x 1.5 pp x 100 GPD	= 45,450 GPD
	Commercial 10,000 sq. ft.	x .1 GPD per sq. ft.	= 1,000 sq. ft.
change			- 126,048 GPD

Source: Broward County LDC Sec. 5-182 (f)(2)

5. Identify the projected capacity and demand for the short and long range planning horizons as identified within the adopted comprehensive plan - provide demand projections and information regarding planned wellfield and planned plant capacity expansions including year, funding sources and other relevant information. If additional wellfields are planned, provide status including the status of any permit applications.

The City of Pompano Beach Water Treatment plants have a combined designed capacity of 50.0 MGD with a current demand of 13.1 GPD. There are no plans for expansion at this time.

6. Correspondence from potable water provider verifying the information submitted as part of the application on items 1-4 above. Correspondence must contain name, position and contact information of party providing verification.

See Appendix III: Potable Water and below:

Name: A. Randolph Brown, Director of Utilities
Alessandra Delfico, City Engineer

Agency: City of Pompano Beach

Ph: 954-545-7043

Address: 1205 N.E. 5th Avenue, Pompano Beach, FL 33060

APPENDIX V
Solid Waste Letter

Kelly Ray

From: Albert, John <jalbert@wm.com>
Sent: Tuesday, April 08, 2014 2:29 PM
To: Kelly Ray
Subject: RE: WH Pompano Land Use Plan Amendment

It looks fine.

From: Kelly Ray [mailto:kray808@bellsouth.net]
Sent: Tuesday, April 08, 2014 2:24 PM
To: Albert, John
Subject: RE: WH Pompano Land Use Plan Amendment

Please see revised attached.
Thanks.

Kelly

From: Albert, John [mailto:jalbert@wm.com]
Sent: Tuesday, April 08, 2014 10:48 AM
To: Kelly Ray
Subject: RE: WH Pompano Land Use Plan Amendment

Kelly, the disposal for this waste would be Monarch Hill and the North Wheelabrator Plant.

From: Kelly Ray [mailto:kray808@bellsouth.net]
Sent: Tuesday, April 08, 2014 10:08 AM
To: Albert, John
Subject: WH Pompano Land Use Plan Amendment

Hi John,

Attached please find our request for your review of solid waste for the above referenced land use plan amendment.

Please call or email with any questions you may have.

Thank you for your help.

Kelly Ray-Sosnowski, LEED AP+BDC
Planner
Leigh Robinson Kerr & Associates, Inc.
808 East Las Olas Boulevard, Suite 104
Fort Lauderdale, FL 33301
Ph: 954-467-6308 E: 954-467-6309
www.LeighRobinsonKerr.com

Leigh Robinson Kerr
& Associates, Inc.

Member, American Institute of Certified Planners

April 15, 2014

Jim Epsilantis
Waste Management Inc. of Florida
Manager of Government Affairs
2700 Wiles Rd
Pompano Beach, FL 33073

Re: WH Pompano Land Use Plan Amendment – Solid Waste

Dear Sir:

My office is preparing an application for a land use plan amendment to the City of Pompano Beach's Comprehensive Plan. As you are aware, we are required to assess the impacts of the proposed amendment and confirm the effect on Solid Waste.

We previously submitted this analysis for your review but since that time the application has been revised to include 10,000 square feet of commercial use. I would appreciate your review of the materials and a written response concerning the accuracy of this information. Please provide me with your response at your earliest convenience.

Thank you for your assistance in this matter.

Sincerely,


Kelly Ray
Planner

Enclosures

• Planning • Zoning • Land Use • Expert Testimony •

808 East Las Olas Boulevard, Suite 104, Fort Lauderdale, Florida 33301

Phone (954) 467-6308 Fax (954) 467-6309

lkerr808@bellsouth.net

Established 1985

A. Project Information

General

The subject site contains approximately 6.60 acres and is located on the east and west sides of A1A south of S.E. 13th Street in the City of Pompano Beach. Folio #: 494306560020; 494306560010.

Proposed Use of the Site

The amendment site is proposed to be used for residential or hotel development, including a marina with boat slips with fifty percent of the boat slips available for rental to the public. In addition, the proposed residential development plans to include a maximum of 10,000 square feet of commercial use which is permitted as long as the commercial use does not exceed 50% of the floor area. Residential development is restricted to 303 dwelling units on the City's Plan (46 d.u./ac).

Current Maximum allowable development

The City establishes a maximum intensity by limiting the height of building in Commercial land use category as follows:

- 105 feet with 60% floor area coverage

Therefore, the maximum allowable development for the existing designation is 1,724,976 square feet (43,560 sq. ft. x 60% = 26,136 sq. ft. x 6.6 ac = 172,497.6 sq. ft. x 10 floors = 1,724,976 square feet).

B. Solid Waste Analysis

1. Provide the adopted level of service standard for the municipality in which the amendment is located.

The adopted level of service standard for residential use is 8.9 pounds per unit per day.

2. Identify the solid waste facilities serving the service area in which the amendment is located including the landfill/plant capacity, current plus committed demand on landfill/plant capacity, and planned landfill/plant capacity.

The City contracts with Waste Management, Inc., to collect and dispose of solid waste material and garbage within the City. The solid waste collected within the City is transported to the Monarch Hill Landfill located at 2700 Wiles Road, Pompano Beach, FL 33073 and the Wheelabrator North Plant.

SOLID WASTE FACILITIES

Disposal Facilities: Wheelabrator Waste-to-Energy Plants

Capacity: 821,250 Tons/Year

Current + Committed Demand: 500,000 Tons/Year

Expansions: None planned

The City has also implemented a recycling program to reduce the quantity of solid waste. In 2005, the quantity of solid waste generated in the City was estimated at 397 tons per day based on the LOS of 7.8 pounds per person per day.

3. Identify the net impact on solid waste demand resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

	<i>Use</i>	<i>Calculation</i>	<i>Total</i>
Current	Commercial 1,724,976 sq. ft	X 4 lbs./100 sq. ft./day	= 68,999 Lbs/day
Proposed	High Res. 303 d.u.	X 8.9 Lbs/day	= 2,697 Lbs/day
	Commercial 10,000 sq. ft.	X 4 lbs./100 sq. ft./day	= 400 Lbs/day
		change	- 65,902 Lbs/day

WH POMPANO Land Use Plan Amendment

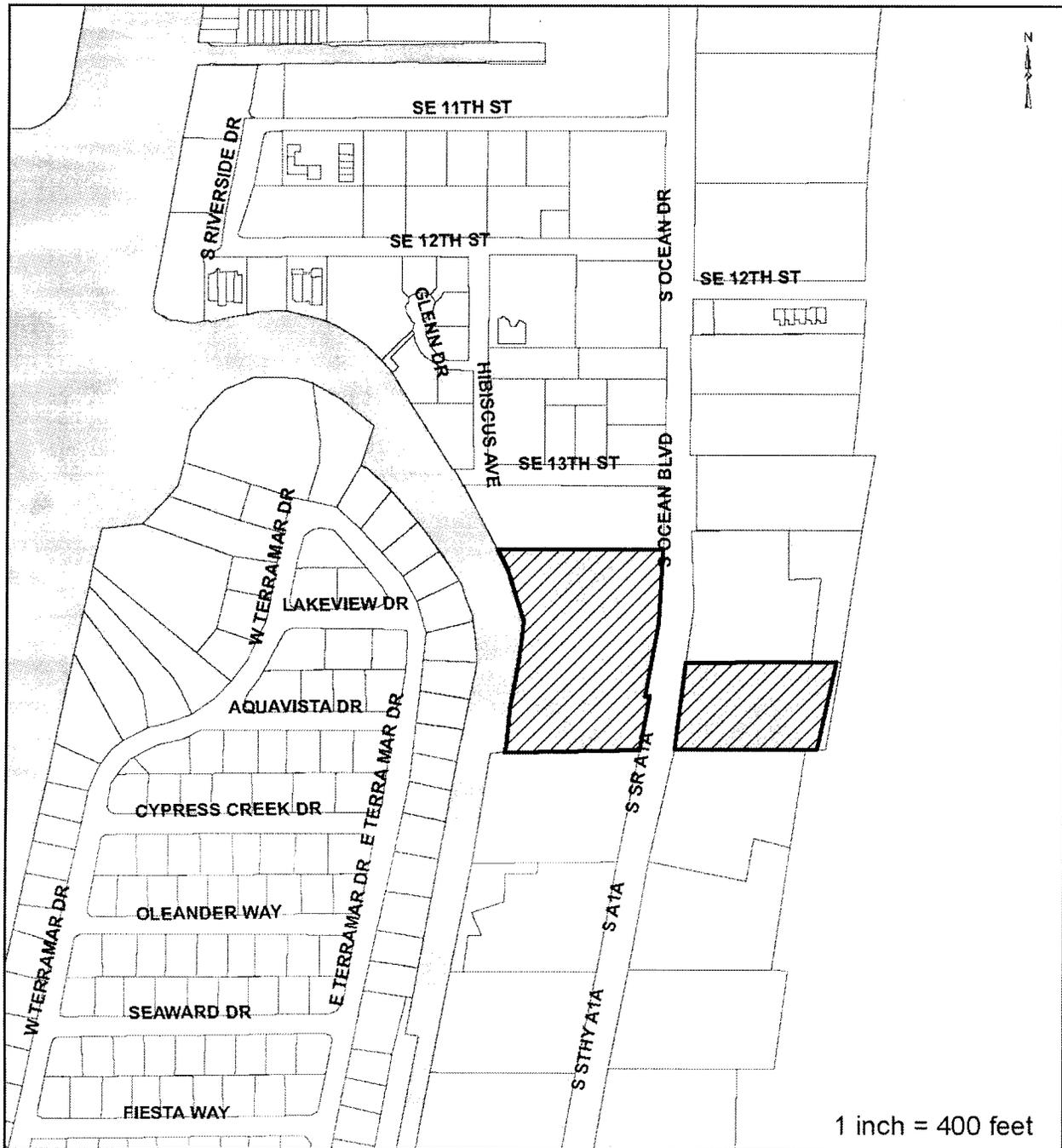


Exhibit A **Subject Site Location**

-  Subject Site
-  Parcels

Prepared by:
 Leigh Robinson Kerr & Associates, Inc.
 808 E. Las Olas Blvd #104
 Fort Lauderdale, FL 33301
 P: 954-467-6308 F: 954-467-6309
 E: Lkerr808@bellsouth.net

Date: 7/3/2012

APPENDIX VI
Mass Transit Letter



Transportation Department
Transit Division – Service and Capital Planning
One N. University Drive, Suite 3100A, Plantation, FL 33324

April 8, 2014

Kelly Ray-Sosnowski, LEED AP+BDC
Leigh Robinson Kerr & Associates, Inc.
808 East Las Olas Boulevard, Suite 104
Fort Lauderdale, FL 33301

RE: WH Pompano Land Use Plan Amendment – Mass Transit

Dear Ms. Ray:

Broward County Transit (BCT) has reviewed your correspondence dated April 8, 2014 regarding the revised proposed WH Pompano Land Use Plan Amendment for current and planned bus service. Current fixed-route county bus service to the amendment site is currently provided by BCT Route 11. Please see the following table for detailed information:

BCT ROUTE	DAYS OF SERVICE	HOURS OF SERVICE A.M. – P.M	SERVICE FREQUENCY
11	Monday – Friday	5:00a - 11:55p	30 Minutes
	Saturday	5:00a- 11:15p	40 Minutes
	Sunday	7:00a - 9:15p	45 Minutes

Future fixed-route bus services including route extension improvements are specified in the Broward County Transit Development Plan (TDP) and Broward MPO 2035 Long Range Transportation Plan (LRTP). It should be noted that because of the density consideration, we have asked for a dedication of a three (3) by forty (40) foot long paved bus landing pad (8-foot total expanded sidewalk) on the west side of SR A1A, an 8 foot by 14 foot bus shelter easement and the construction of the 8 feet x 40 feet bus landing pad. Please call me at 954-357-8450 if you require any additional information.

Sincerely,

John A. Ramos, Senior Planner
Service and Capital Planning



Leigh Robinson Kerr
& Associates, Inc.

Member, American Institute of Certified Planners

April 15, 2014

John A. Ramos
Service and Capital Planning
Broward County Transportation Department
1100 Park Central South, Suite 3500
Pompano Beach, FL 33064

Re: WH Pompano Land Use Plan Amendment – Mass Transit

Dear Sir:

My office is preparing an application for a land use plan amendment to the City of Pompano Beach's Comprehensive Plan. As you are aware, we are required to assess the impacts of the proposed amendment and confirm the effect on Mass Transit.

We previously submitted this analysis for your review but since that time the application has been revised to include 10,000 square feet of commercial use. I would appreciate your review of the materials and a written response concerning the accuracy of this information. Please provide me with your response at your earliest convenience.

Thank you for your assistance in this matter.

Sincerely,


Kelly Ray
Planner

Enclosures

A. Project Information

General

The subject site contains approximately 6.60 acres and is located on the east and west sides of A1A south of S.E. 13th Street in the City of Pompano Beach. Folio #s: 494306560020; 494306560010.

Proposed Use of the Site

The amendment site is proposed to be used for residential or hotel development, including a marina with boat slips with fifty percent of the boat slips available for rental to the public. In addition, the proposed residential development plans to include a maximum of 10,000 square feet of commercial use which is permitted as long as the commercial use does not exceed 50% of the floor area. Residential development is restricted to 303 dwelling units on the City's Plan (46 d.u./ac).

Current Maximum allowable development

The City establishes a maximum intensity by limiting the height of building in Commercial land use category as follows:

- 105 feet with 60% floor area coverage

Therefore, the maximum allowable development for the existing designation is 1,724,976 square feet (43,560 sq. ft. x 60% = 26,136 sq. ft. x 6.6 ac = 172,497.6 sq. ft. x 10 floors = 1,724,976 square feet).

B. Mass Transit Analysis

1. Identify the mass transit modes, existing and planned mass transit routes and scheduled service (headway) serving the amendment area within one-quarter of a mile.

Broward County Transit Route 11 serves the subject site along A1A. In addition, the City's Community Bus "Green Route" serves the site along A1A.

MASS TRANSIT ROUTES			
Route	Coverage	Weekday Headways	Weekend Headways
11	A1A	30 min. headways	Sat: 30 min. headways Sun: 45 min. headways

2. Quantify the change in demand resulting from this amendment.

CHANGE IN MASS TRANSIT DEMAND			
Current:			
Commercial 1,724,976 sq. ft	6,400 trips	X 1.64%	105 Trips ¹
Proposed:			
High Res. 303 d.u.	115 trips	X 1.64 %	2 Trips ¹
Commercial 10,000 sq. ft.	128 trips	X 1.64 %	2 Trips ¹
		change	-101 Trips

Source: Broward County Transportation Element Table 3-42

¹ P.M. peak hour

3. Describe how the proposed amendment furthers or supports mass transit use.

The proposed land use designation will support the utilization of mass transit by developing along and near roadways which are currently served by mass transit services.

WH POMPANO Land Use Plan Amendment

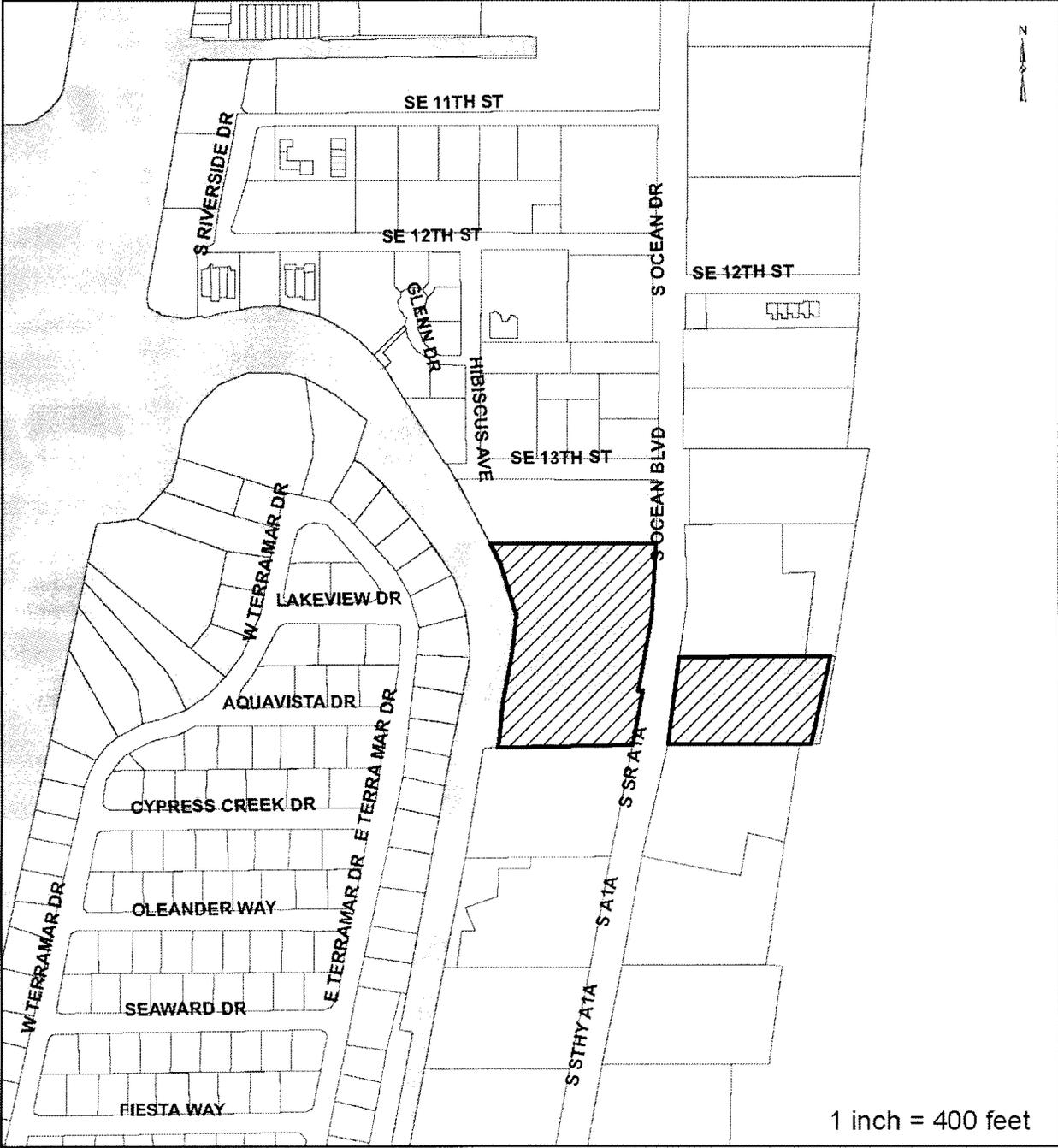


Exhibit A Subject Site Location

-  Subject Site
-  Parcels

Prepared by:
 Leigh Robinson Kerr & Associates, Inc.
 808 E. Las Olas Blvd #104
 Fort Lauderdale, FL 33301
 P: 954-467-6308 F: 954-467-6309
 E: Lkerr808@bellsouth.net

Date: 7/3/2012

APPENDIX VII
Hurricane Evacuation Routes & Shelters

Emergency Management Division
Environmental Protection
and Growth Management Department
201 N.W. 84th Avenue, Plantation, FL 33324
Telephone: 954-831-3900
Emergency Hotline: 311 or 954-831-4000

Not all shelters may be open during a state of emergency. In the event of an evacuation order, monitor news reports or call the Broward County Emergency Hotline, 311 or 954-831-4000, for specific shelter openings.

Pet-Friendly Shelter

A pet-friendly shelter operated by the American Red Cross and the Broward County Humane Society is available to residents with pets who either live in an evacuation area, or a mobile home anywhere in Broward County. Pre-registration is required. Call the Humane Society at 954-989-3977.

AMERICAN RED CROSS

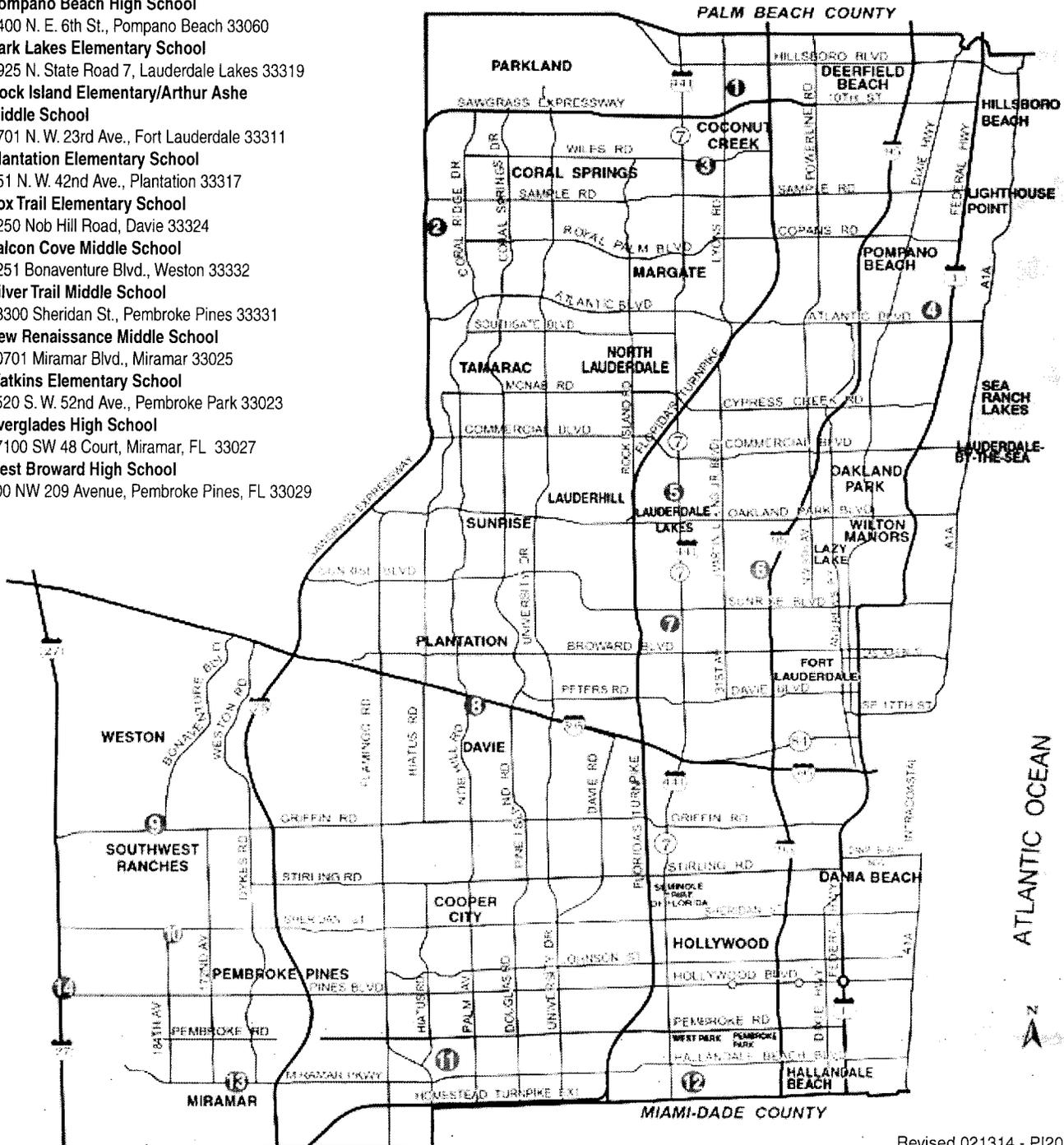
Operated Regional Emergency Shelters

- 1) **Lyons Creek Middle School**
4333 Sol Press Blvd., Coconut Creek 33073
- 2) **Coral Glades High School**
2700 Sportsplex Dr, Coral Springs 33065
- 3) **Monarch High School**
5050 Wiles Road, Coconut Creek 33073
- 4) **Pompano Beach High School**
1400 N. E. 6th St., Pompano Beach 33060
- 5) **Park Lakes Elementary School**
3925 N. State Road 7, Lauderdale Lakes 33319
- 6) **Rock Island Elementary/Arthur Ashe Middle School**
1701 N. W. 23rd Ave., Fort Lauderdale 33311
- 7) **Plantation Elementary School**
651 N. W. 42nd Ave., Plantation 33317
- 8) **Fox Trail Elementary School**
1250 Nob Hill Road, Davie 33324
- 9) **Falcon Cove Middle School**
4251 Bonaventure Blvd., Weston 33332
- 10) **Silver Trail Middle School**
18300 Sheridan St., Pembroke Pines 33331
- 11) **New Renaissance Middle School**
10701 Miramar Blvd., Miramar 33025
- 12) **Watkins Elementary School**
3520 S. W. 52nd Ave., Pembroke Park 33023
- 13) **Everglades High School**
17100 SW 48 Court, Miramar, FL 33027
- 14) **West Broward High School**
500 NW 209 Avenue, Pembroke Pines, FL 33029

PLAN A Evacuation **PLAN B Evacuation**

Typically a Category 1-2 hurricane. Typically a Category 3 or higher hurricane

Those persons located in low lying areas or beside tidal bodies of water should seek shelter elsewhere if conditions warrant. ALL mobile home residents must evacuate in PLAN A and PLAN B. In addition, mobile home residents may be ordered to evacuate if tropical storm conditions warrant.



EXHIBITS

Location Map	A
Current Future Land Use	B
Proposed Future Land Use	C
Existing Land Uses	D
Beach Access Locations	E

WH POMPANO Land Use Plan Amendment

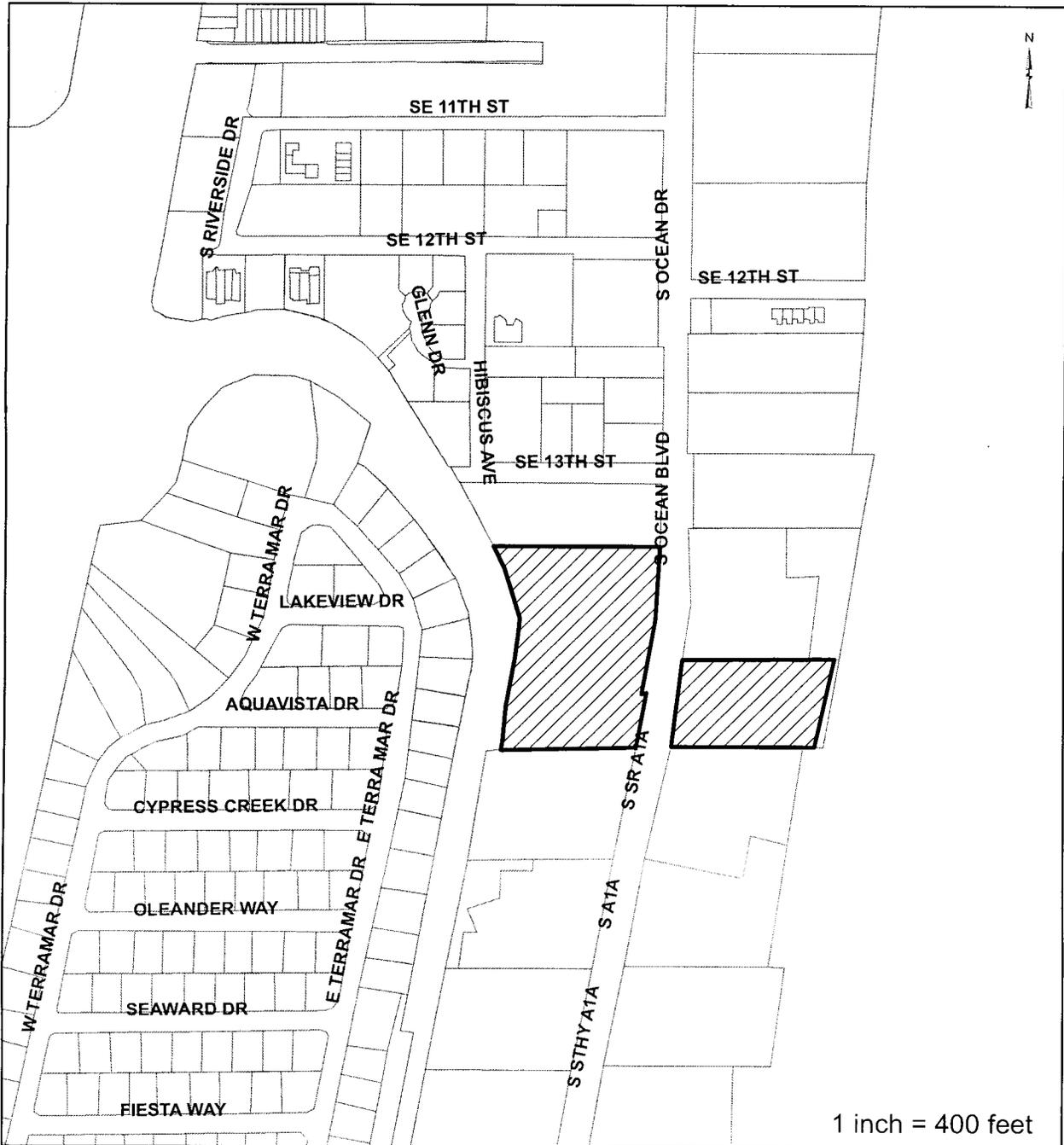


Exhibit A **Subject Site Location**

-  Subject Site
-  Parcels

Prepared by:
 Leigh Robinson Kerr & Associates, Inc.
 808 E. Las Olas Blvd #104
 Fort Lauderdale, FL 33301
 P: 954-467-6308 F: 954-467-6309
 E: Lkerr808@bellsouth.net

Date: 7/3/2012

WH POMPANO Land Use Plan Amendment

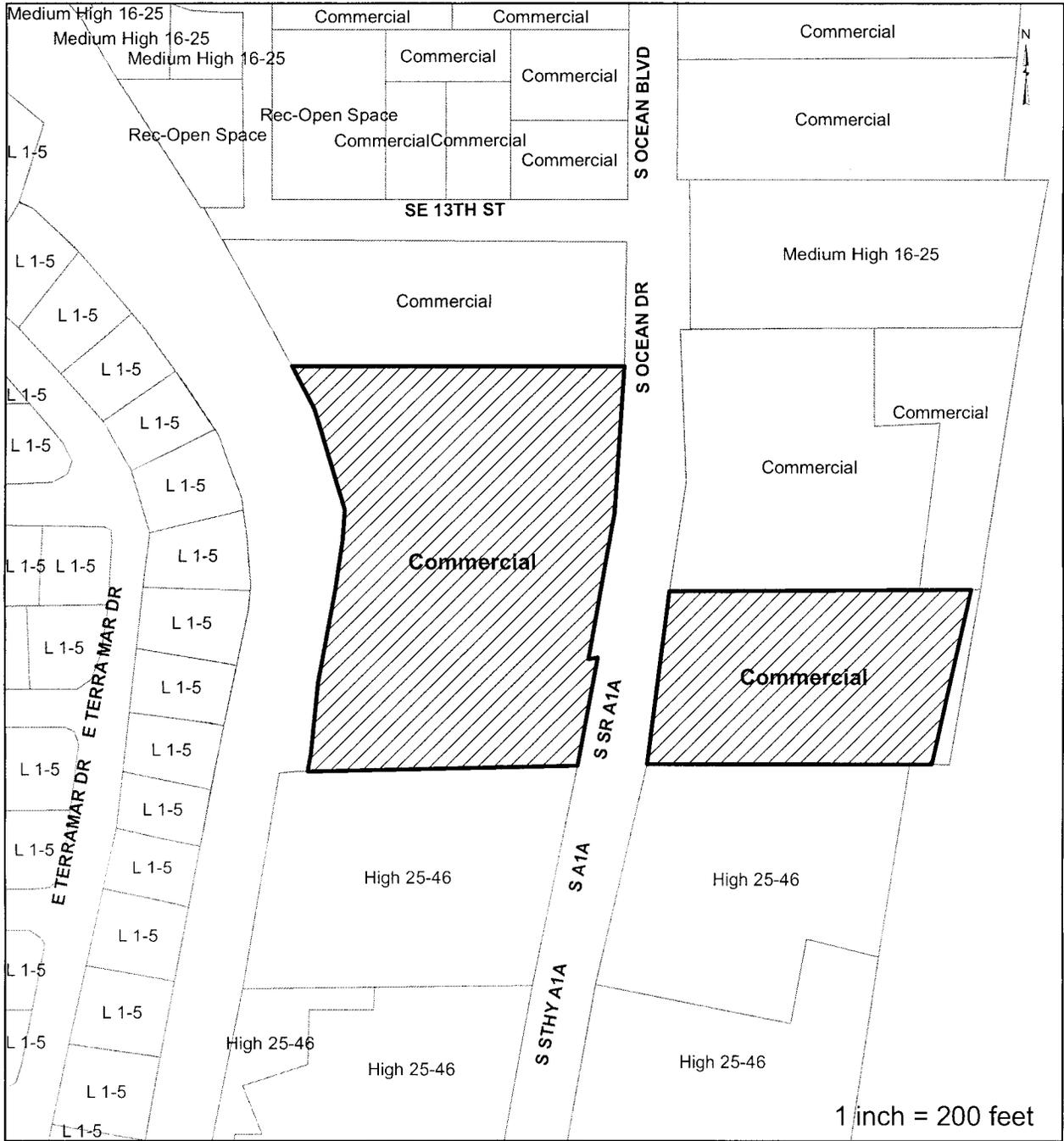


Exhibit B **Current Future Land Use**

-  Subject Site
-  Parcels

Prepared by:
 Leigh Robinson Kerr & Associates, Inc.
 808 E. Las Olas Blvd #104
 Fort Lauderdale, FL 33301
 P: 954-467-6308 F: 954-467-6309
 E: Lkerr808@bellsouth.net
 Date: 7/3/2012

WH POMPANO Land Use Plan Amendment

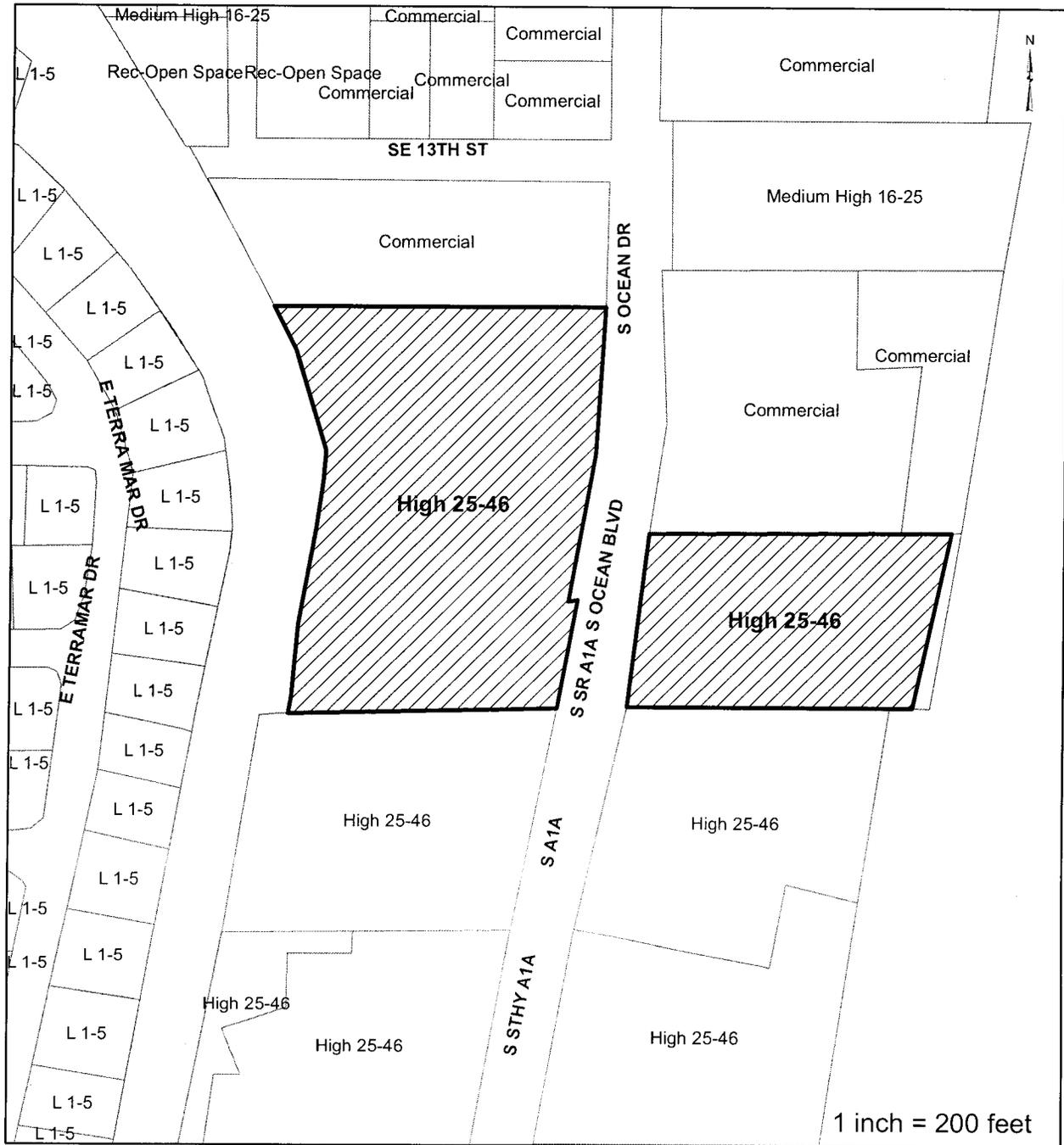


Exhibit C Proposed Future Land Use

-  Subject Site
-  Parcels

Prepared by:
 Leigh Robinson Kerr & Associates, Inc.
 808 E. Las Olas Blvd #104
 Fort Lauderdale, FL 33301
 P: 954-467-6308 F: 954-467-6309
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 Date: 7/3/2012

WH POMPANO Land Use Plan Amendment

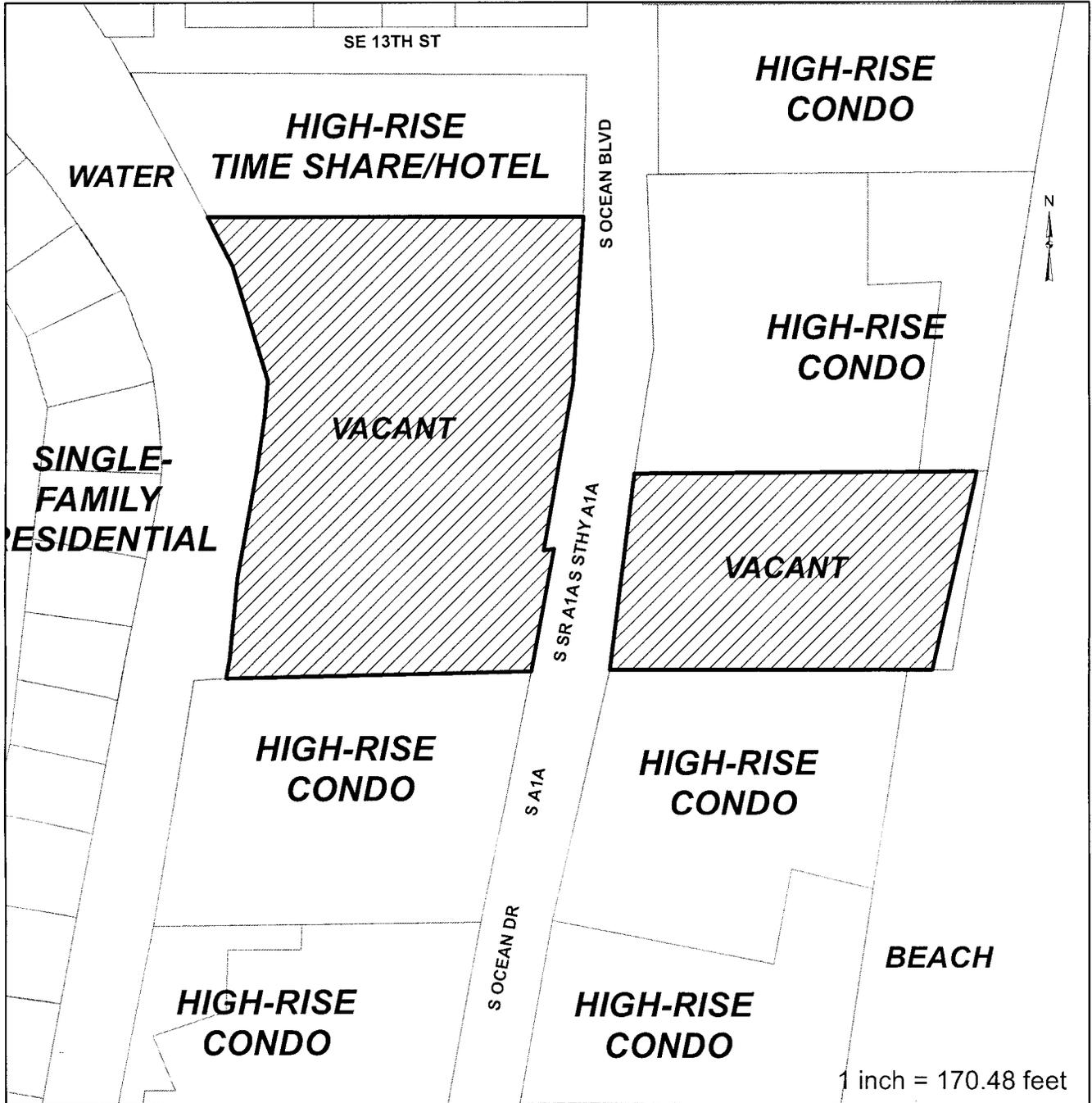
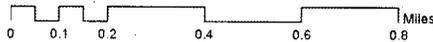
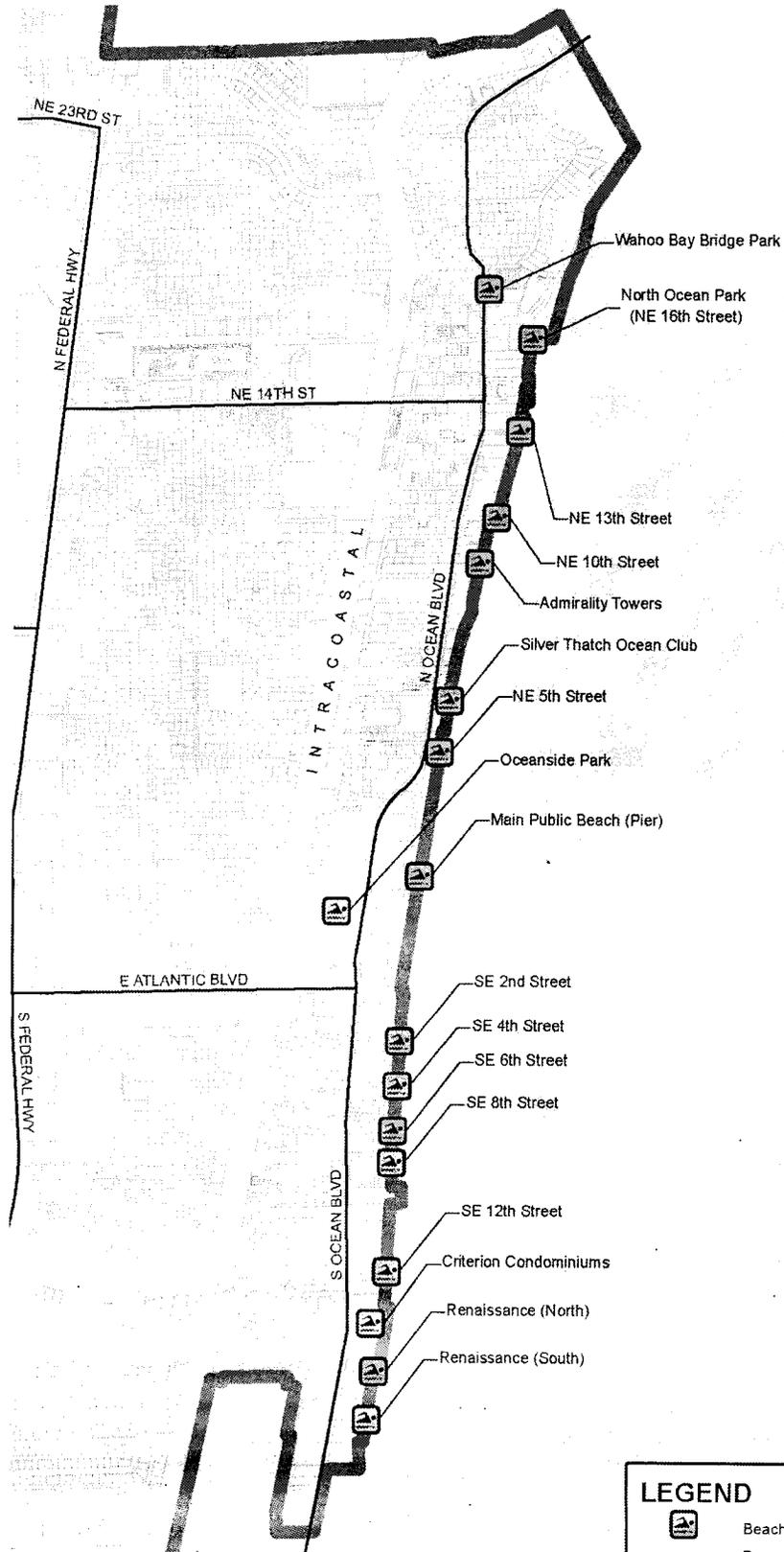


Exhibit D Existing Uses

- Subject Site
- Parcels

Prepared by:
Leigh Robinson Kerr & Associates, Inc.
808 E. Las Olas Blvd #104
Fort Lauderdale, FL 33301
P: 954-467-6308 F: 954-467-6309
E: Lkerr808@bellsouth.net
Date: 7/9/2012

CITY OF POMPANO BEACH PUBLIC BEACH ACCESS POINTS



LEGEND

- Beach Access Points
- Pompano Beach Major Streets
- City Boundaries
- Lot Lines





REQUESTED COMMISSION ACTION:

Consent
 Ordinance
 Resolution
 Consideration/ Discussion
 Presentation

SHORT TITLE An Ordinance of the City Commission of the City of Pompano Beach, Florida, approving and authorizing the proper city officials to execute a first amendment to the 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)

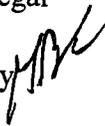
DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Finance	<u>6/10/15</u>	<u>approval</u>	<u>S. Sibble</u>
City Attorney	<u>6/11/15</u>	<u>approval</u>	<u>[Signature]</u>
Budget	<u>6-11-15</u>	<u>approval</u>	<u>[Signature]</u>
<input checked="" type="checkbox"/> City Manager	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>

ACTION TAKEN BY COMMISSION:

Ordinance Workshop	Resolution	Consideration
1 st Reading <u>6/23/15</u> Approved	1 st Reading _____	Results: _____
2 nd Reading <u>7/14/15</u>	_____	Results: _____



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

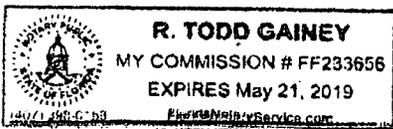
Chase Watkins
Print Name

(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.

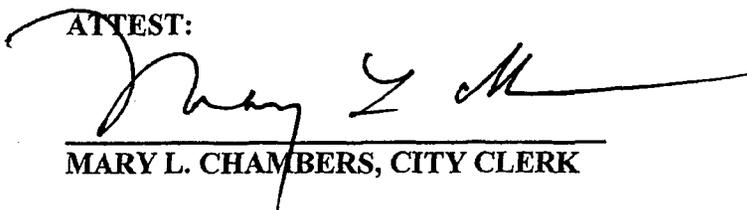
PASSED FIRST READING this 10th day of September, 2013.

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 #12-02lkd 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 #12-02lkd

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

Shelby R. Brothman

By: [Signature]
DENNIS W. BEACH
CITY MANAGER

Attest:
[Signature]
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

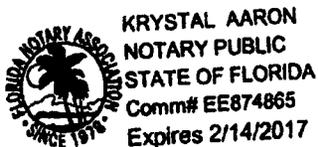
[Signature]
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 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: [Signature]
Signature

John C. Breed
Typed, Stamped or Printed Name

MCCA General Manager
Title

Witnesses:

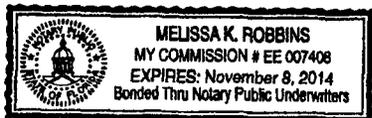
[Signature]
[Signature]

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

[Signature]
NOTARY PUBLIC, STATE OF
Melissa K. Robbins
(Name of Acknowledger Typed, Printed or Stamped)



EE 007408
Commission Number

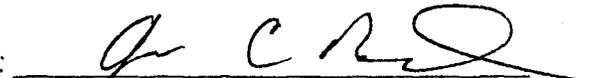
This proposal shall be valid for a period of one hundred and twenty (120) days from the date appearing on the signature page of this proposal unless signed and authorized by MCC and the Client.

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

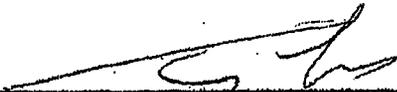
Municipal Code Corporation
Attn: Harold E. Grant, Vice President
1700 Capital Circle SW
Tallahassee, Florida 32310

IN WITNESS WHEREOF this Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

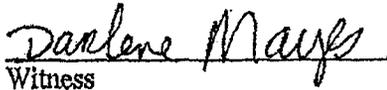
DATED this 3rd day of August, 2012 by the City of Sarasota, Florida.

DATED this 1st day of AUGUST, 2012 by Municipal Code Corporation.

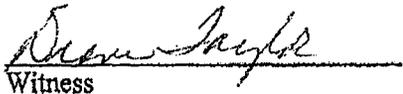
CITY OF SARASOTA, FLORIDA

By: 
Terry Lewis, Acting City Manager

Witnesses as to execution on behalf
of the City of Sarasota, Florida


Witness

Darlene Mayes
Print Name

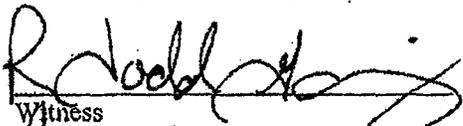

Witness

Diane Taylor
Print Name

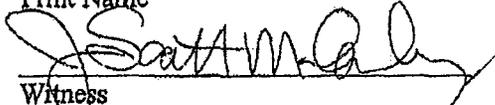
MUNICIPAL CODE CORPORATION

By: 
Harold E. Grant, Vice President

Witnesses as to execution on behalf
of Municipal Code Corporation


Witness

R. Todd GANDY
Print Name


Witness

J Scott Molenburg
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	<i>6/11/15</i>	<i>approval</i>	<i>[Signature]</i>
City Attorney	<i>6/12/15</i>		<i>[Signature]</i>
X City Manager	<i>[Signature]</i>		<i>[Signature]</i>

Ordinance Workshop	Resolution	Consideration
1 st Reading <u>6/23/15</u>	1 st Reading _____	Results: _____
Approved		
2 nd Reading <u>7/14/15</u>	_____	_____
_____	_____	_____
_____	_____	_____



MEMORANDUM

Development Services

3
CITY OF POMPANO BEACH
OFFICE OF THE CITY MANAGER

2015 JUN 30 PM 2:13

MEMORANDUM NO. 15-344

DATE: June 26, 2015

TO: Dennis W. Beach, City Manager

VIA: Robin M. Bird, Development Services Director *RB*

FROM: Karen Friedman, AICP, Principal Planner *KBF*

SUBJECT: July 14, 2015 City Commission Agenda
2nd Reading of Ordinance for Temporary Moratorium
Proposed Vested Rights Application Fee

Section 2.B of the proposed Ordinance includes a procedure for a property owner to file an application for a Vested Rights Determination. The City Attorney office has expressed concern regarding the amount of the application fee. Therefore Staff has reassessed the fee and is recommending the application fee be reduced from \$1,500 to \$600.

The recommended reduced application fee reflects staff and material costs, as well as a consideration of application fees for similar application types as follows:

Staff	Hourly Salary	Review Hours for Application	Application Costs
Development Services Director	\$65.72	2	\$131.44
Assistant Director of Development Services	\$49.04	2	\$98.08
Principal Planner	\$44.48	2	\$88.96
Assistant City Manager	\$79.89	2	\$159.78
City Attorney Staff Costs and Other City Attorney fees			\$100.00
Miscellaneous Material Costs			\$21.74
		TOTAL	\$600.00
Similar Application			Fee
Special Exception			\$1,070.00
Variance			\$860.00
Major Temporary Use			\$860.00

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: 7-14-2015

Agenda Item: 23

REQUESTED COMMISSION ACTION:

Consent X Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION An ordinance approving a three year agreement with Projotech, Inc. to provide cloud hosting service for the Utilities Department asset management software system.

(Fiscal impact: \$35,491.00 first year)

Summary of Purpose and Why:

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 FOR ASSET MANAGEMENT HOSTING SOFTWARE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND PROJOTECH, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

The cost for the first year is \$35,491.00. Subsequent years will be approximately \$25,921.00 annually. In order to obtain an 8% savings a three (3) year commitment is being required. This is a Strategic Plan objective (1.4.3 under the Quality and Affordable Services Strategy).



- (1) Origin of request for this action: Maria Loucraft, Utilities Compliance & Efficiency Manager
- (2) Primary staff contact: A. Randolph Brown, Utilities Director Ext. 954 545-7044
- (3) Expiration of contract, if applicable: July, 2018
- (4) Fiscal impact and source of funding: \$35,491.00 first year from account 412-3305-533.31-60

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Utilities Dept.	7/01/2015	<i>[Signature]</i>	See Memo # 070115
Finance Dept.	7/6/2015	Approve	<i>A. Scarpis</i>
City Attorney	7/02/2015		See City Attorney's Comm. #2015-1165
IT Director	7/6/2015	<i>E. R. Jarama</i>	<i>E. R. Jarama</i>

Planning Director
 City Attorney
 City Manager *[Signature]*

[Signature]

ACTION TAKEN BY COMMISSION:

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



Phone: (954) 545-7043

**City of Pompano Beach
UTILITIES ADMINISTRATION**

Fax: (954) 545-7046

MEMORANDUM NO. 070115

DATE: Wednesday, July 1, 2015

TO: Mayor and City of Pompano Beach Commissioners

THROUGH: Dennis Beach, City Manager

FROM: A. Randolph Brown, Utilities Director 

SUBJECT: Cloud Hosting Agreement for Maximo Software from Projotech

Authorization is requested to procure the cloud hosting services from Projotech.

On March 10th, 2015, the City Commission passed an ordinance (Ordinance No. 2015-31) to enter into contract with Electronic Data Inc. (EDI) to implement a Maximo Asset Management system in the Utilities Department. To use the Maximo software, the City must pay for an annual host fee (usage fee) for the cloud environment. The cost for the first year is \$35,491.00 and this total first year cost includes a one-time set up fee of \$9,570.00. Subsequent years will be approximately \$25,921.00 annually. In order to obtain an 8% savings a three (3) year commitment is being required.

The City Strategic Plan includes the implementation of an Asset Management System for the Utilities Department Facilities and equipment as objective 1.4.3 under the Quality and Affordable Services Strategy. An Asset Management system is an electronic database that tracks all equipment and parts, maintenance activities and costs, in order to prolong the life of assets, reduce costs and increase the reliability of equipment.





City Attorney's Communication #2015-1165
July 2, 2015

TO: A. Randolph Brown, Utilities Director
FROM: Mark E. Berman, Assistant City Attorney
RE: Ordinance – Service Contract for Asset Management Software

As requested, the above-referenced Contract 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 SERVICE CONTRACT FOR ASSET MANAGEMENT HOSTING SOFTWARE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND PROJETECH, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Please carefully review the agreement to ensure that it meets your requirements.



MARK E. BERMAN

MEB/jrm
L:cor/util/2015-1165

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 SERVICE CONTRACT FOR ASSET MANAGEMENT HOSTING SOFTWARE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND PROJETECH, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Service Contract between the City of Pompano Beach and Projetech, Inc. for Asset Management Hosting Software Services, 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
7/2/15
L:ord/2015-407

**SERVICE CONTRACT FOR ASSET MANAGEMENT
HOSTING SOFTWARE SERVICES**

THIS AGREEMENT, is made and entered into this _____ day of _____, 2015, by and between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "Client,"

and

PROJETECH, INC., an Ohio corporation, whose principal address is 3815 Harrison Avenue, Cincinnati, Ohio 45211, hereinafter referred to as "Projetech."

WITNESSETH:

WHEREAS, CLIENT requires a service provider of IBM Maximo Asset Management Software under the terms and conditions hereinafter described or referenced; and

WHEREAS, Projetech is able and prepared to provide such services as Client does hereinafter require, under those terms and conditions set forth.

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

1. **CONTRACT DOCUMENTS.** The Contract documents consist of this Agreement; Exhibit "A" – Scope of Work and Fee Schedule; Exhibit "B" – Schedule A, Service Level Agreement; and all such documents are incorporated into this Agreement and all are as fully a part of same as set forth herein and shall be referred to collectively as the "Agreement." Notwithstanding the foregoing, no terms of any purchase order shall replace, modify, amend or override the Agreement, unless otherwise agreed by all parties in writing.

2. **SERVICES**

2.1 *SOW.* All services to be performed by Projetech under the Agreement ("Services") shall be mutually agreed to by Client and Projetech and shall be documented in the written SOW attached as Exhibit "A" to this Agreement.

2.2 *Available Services.* The Services available from Projetech are listed below. The particular Services to be provided to Client by Projetech are set forth in the SOW.

2.2.1 Maximo® as a Service (“MaaS”): Projotech provides enterprise asset management services, with access to the Maximo software, Maximo-related software, and other third party software on a Software-as-a-Service basis over the Internet via a Web browser.

2.2.2 Bring Your Own License (“BYOL”) Services: Projotech hosts Client’s licensed Maximo software, other software, and Client’s database in Projotech’s secure data center and provides the technical expertise to support the software.

2.2.3 Training and Coaching Services: Projotech provides a full range of classes covering all versions of Maximo software, Maximo-related software, and other third-party software.

2.2.4 Professional Services: Projotech provides various professional services, including project planning, implementation, application tailoring, and other consulting services.

2.2.5 Maximo® On Demand Support Services: Projotech provides an online ticketing process for support services.

2.2.6 Software: Projotech is an authorized reseller and advanced business partner for IBM’s Maximo® software and other IBM or other third-party software. Client’s use of the software provided by Projotech to Client under the Agreement is governed by the applicable third party’s license agreement, under which Client receives the license to use the software directly from the third party.

2.3 *Specifications; Change Management Process.* To the extent required by any of the Services, Projotech and Client will agree upon any necessary specifications, implementation plans, project schedules, and project parameters. Such specifications, plans, schedules, and parameters, shall be set forth in the applicable SOW. The parties acknowledge that changes in specifications, implementation plans, project schedules, and project parameters, may be desirable in light of actual experience gained in the course of providing the Services or as Client redefines its needs. Accordingly, either party may propose changes to any such specifications, plans, schedules, or parameters, by submitting a change request. Client shall submit any change request it has to the Projotech Account Executive assigned to Client. Each party shall consider such proposed changes in good faith. If a proposed change is accepted, it shall be reduced to a written amendment to the applicable SOW and signed by authorized representatives of the parties. If such change results in a change to any fees, the amendment shall state the revised fees.

2.4 *Availability.* Projotech will take all commercially reasonable steps to keep the MaaS and BYOL services operating smoothly and efficiently and available in accordance with the Service Level Agreement attached as Schedule A. However, since the MaaS and BYOL services operate using computer equipment, computer software programs, and the Internet, Projotech shall not be responsible for delays or service interruptions attributable to causes beyond its reasonable control, including, without limitation, limitations on the availability of telephone transmission lines and facilities, failures of other communications equipment,

Internet access delays or failures, failures or deficiencies of a Client's equipment, or a Client's failure to meet its responsibilities as described in Paragraph 3.2 below. Projetechn will maintain adequate back-up arrangements and equipment in order to maintain a Client's data stored on or through the Web site in the event of the failure of any of Projetechn's equipment. Service interruptions for maintenance and system upgrades will be scheduled, to the extent reasonably practicable, to minimize interference with a Client's daytime business activities. For unscheduled service interruptions attributable to causes within Projetechn's reasonable control, as Projetechn's sole obligation and as Client's exclusive remedy, Projetechn shall make reasonable efforts to restore the MaaS and BYOL services.

3. CLIENT RESPONSIBILITIES

3.1 *Named Users.* Client shall (a) identify its Named Users (as defined in the SOW); (b) limit Named Users to those who need to use the Services in connection with Client's internal business activities; (c) require each Named User to safeguard his or her user name and password for accessing the Services, specifically prohibiting each Named User from disclosing his or her user name and password to any other person, including another Named User; (d) require each Named User to comply with the provisions of the applicable license agreement; (e) promptly notify Projetechn if Client determines that another person has gained access to an Named User's user name and password, or that anyone has wrongfully accessed the Services; and (f) be responsible for misuse of the Services by Named Users and by unauthorized users who gain access due to Client's or any Named User's failure to maintain security.

3.2 *Operations.* Client is responsible for (a) acquiring, installing, and maintaining computer equipment and computer software programs at its premises compatible with and as necessary to use the Services, except to the extent that Projetechn has agreed, pursuant to this Agreement, to procure, install, or maintain any such components; (b) obtaining access to the Internet; (c) downloading and installing any necessary plug-ins; (d) determining the accuracy of all data it uploads to and downloads; and (e) adopting reasonable policies, procedures, and quality assurance measures to limit Client's exposure with respect to potential losses and damages arising from use, nonuse, errors and omissions of the Services or the results thereof, and system downtime, including, without limitation, examining and confirming data prior to use, identifying and correcting errors and omissions, preparing and storing backup data, replacing lost or damaged data or media, reconstructing data, and providing network security.

3.3 *Client Project Sponsor and Contacts.* Client shall designate in the SOW one Client Project Sponsor who will be Client's decision maker with respect to the Services. In addition, Client shall designate in the SOW or in the Service Level Agreement incorporated into the SOW at least one, but no more than three, Client Contacts who are authorized to communicate with Projetechn in connection with the use of the Services. For MaaS, the Client Contacts shall be qualified to use the computer equipment and computer software programs installed at Client's premises, and familiar with accessing and using a Web browser on the Internet. In addition, Client shall ensure that each Client Contact is trained on the use of such Services.

3.4 *Cooperation.* Client shall provide Projetechn with such time and attention of Client personnel and such access to Client's facilities and shall take such site preparation steps as may be necessary or appropriate to enable Projetechn to provide the Services to Client. Client shall make available qualified Client personnel to facilitate Projetechn's performance of its obligations under the Agreement.

3.5 *Delays.* The timely completion by Projetechn of its obligations under the Agreement is dependent on the timely fulfillment by Client of its responsibilities. If Projetechn is prevented from performing any work or is required to perform additional work as a result of (a) the unavailability of Client personnel, (b) the unavailability of, or the incomplete or improper installation, configuration, or operation of Client's facilities or equipment, (c) Client failing to timely provide Projetechn with any necessary assistance, instructions, or information, or (d) Client otherwise failing to meet its responsibilities as set forth in this Section 3, Client shall pay Projetechn on a time and expenses basis at Projetechn's then-current standard rates for any work time lost or additional work performed. The date on which Projetechn's obligations are required to be fulfilled will be extended for a period of time equal to the time lost by reason of the delay or additional work.

4. FEES AND PAYMENT

4.1 *Fees.* Client shall pay Projetechn the fees specified in each SOW, as well as any other fees that become due under this Agreement.

4.2 *Expenses.* Client shall reimburse Projetechn for reasonable expenses for travel, lodging, mileage, meals, and other out-of-pocket expenses incurred by Projetechn solely in connection with the performance of the Services. An estimate will be provided as part of the SOW and expenses will not exceed estimate without prior written approval. Mileage reimbursement is computed based on the current rate set by the IRS.

4.3 *Taxes.* Client shall pay when due or, if necessary, reimburse Projetechn for, all sales, use, property, excise, and other similar taxes, including penalties and interest arising from Client's failure to pay such taxes timely, resulting from any activities under the Agreement, exclusive of taxes based on Projetechn's net income or corporate franchise. If Client has tax-exempt status, it shall supply Projetechn with its tax-exempt certificate and/or number as necessary. Taxes are due as assessed.

4.4 *Invoices and Payment.* Projetechn shall submit invoices to Client for the amounts due under the Agreement. Client shall pay each invoice within 30 days of receipt. Client shall pay a monthly service charge of 1½% on all such amounts not paid within 30 days of the invoice date. If Client fails to pay any of such amounts for 60 days, Projetechn shall have the right to suspend the Services as provided in Paragraph 9.6 below. Client shall reimburse Projetechn for all reasonable costs of collection of past due amounts, including, but not limited to, attorney fees and collection agency charges.

5. WARRANTIES

5.1 *Performance.* Projetech warrants that all Services will be of professional quality conforming to generally accepted industry standards, and will be performed in a good and timely manner and in compliance with the requirements of the Agreement. As Projetech's sole responsibility and Client's exclusive remedy, in the event of any material failure to meet such standards, Projetech shall make all reasonable efforts to correct any such failure.

5.2 *No Violation.* Projetech warrants that its performance of Services under the Agreement does not and shall not violate any applicable federal, state or local law, ordinance, rule, or regulation, nor any contracts with third parties, or any third-party rights in any patent, trademark, copyright, trade secret, or similar right. Client warrants that its use of the software not provided by Projetech and Projetech's hosting of such software under this Agreement is authorized by the applicable owner or licensor of the software and does not and shall not violate any applicable law, rule, or regulation, any contracts with third parties, or any third-party rights in any patent, trademark, copyright, trade secret, or similar right.

5.3 *Disclaimer.* EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, PROJETECH MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER. PROJETECH SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, ACCURACY OF DATA, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

6. LIABILITIES AND INDEMNITIES

6.1 *Insurance.* Projetech shall provide the following minimum insurance coverage:

6.1.1 Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate.

6.1.2 Automobile Liability: \$2,000,000 combined single limit each accident.

6.1.3 Worker's Compensation and Employer's Liability: \$1,000,000 bodily injury each accident; \$1,000,000 bodily injury by disease each employee; \$1,000,000 bodily injury by disease policy limit.

6.1.4 Excess Umbrella Liability: \$2,000,000 per occurrence and \$2,000,000 aggregate.

6.1.5 Professional Liability: \$2,000,000 per occurrence and \$2,000,000 aggregate.

6.2 *Limitation of Liability.* Except as provided in Paragraph 6.4 below, in the event Projetech is or becomes liable to Client for any matter arising under or relating to the

Agreement, including Projotech's performance or nonperformance of its obligations, whether arising by negligence, intended conduct, or otherwise, the amount of damages recoverable by Client for all events, acts, or omissions will not exceed, in the aggregate, an amount equal to all payments made and owing under the Agreement during the 12 months immediately preceding the claim, or, with respect to a particular SOW, an amount equal to all payments made or owing under the applicable SOW during the 12 months immediately preceding the claim.

6.3 *Exclusion of Liability.* IN NO EVENT SHALL EITHER PARTY OR ITS LICENSORS, SUPPLIERS, OR SUBCONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, OR LOST SAVINGS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.4 *Indemnification.* The foregoing limitations and exclusions in this Section 6 are between the parties and do not apply to infringement of intellectual property rights, issues of third-party liability, breaches of the provisions of Sections 7 and 9 below, gross negligence, willful misconduct, or either party's liability for loss, damage, or injury suffered by persons, real property, or tangible personal property. For such items, each party shall indemnify and hold the other party harmless from any and all losses and liability for damages, including reasonable attorney's fees, sustained by the other party arising out of the acts or omissions of the party, and/or its employees, agents, or subcontractors, to the extent permitted by law.

6.5 *Survival.* The obligations under this Section 6 shall survive termination of this Agreement to the extent permitted by law.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 *Proprietary Rights.* Client acknowledges that the materials provided by Projotech in connection with providing the Services, including, but not limited to, software, training classes and documentation, computer based training programs, project documentation, and other documents and materials, (collectively, "Materials") constitute commercially copyrighted works protected by federal and international copyright laws and are owned by Projotech or third-party licensors. The Materials and all copies, versions, and derivative works of the Materials shall remain the sole property of Projotech and/or the third-party licensors. Client shall not make and shall not permit anyone else to make any copies of the Materials. Client shall not record and shall not permit anyone else to record, by any means, any Projotech training classes or other presentations. Client shall not allow any third party to access or use the Materials. Client further acknowledges that the Materials are commercially valuable proprietary products belonging to Projotech and/or the third-party licensors, the design and development of which have involved the expenditure of substantial amounts of money over a long period of time, and which afford Projotech and/or the third-party licensors a commercial advantage over its competitors. Client understands that loss of this competitive advantage due to any unauthorized copying, downloading, use, or disclosure of the Materials would cause substantial damage to Projotech and/or the third-party licensors. Client shall not decompile or otherwise reverse engineer or decode any software provided as part of the Services. Client shall not take or refrain

from taking, directly, or indirectly, any action that may in any way lead to the unauthorized dissemination, reproduction, or use of the Materials.

7.2 *Confidential Information.* For purposes of this Agreement, “Confidential Information” means any competitively sensitive or secret business, marketing, or technical information and other confidential information belonging to either party or its suppliers, including, but not limited to, the party’s and its suppliers’ software. Notwithstanding the foregoing, Confidential Information does not include information (a) rightfully known by the recipient at the time of its initial disclosure; (b) rightfully disclosed to the recipient without obligation of confidentiality by a third party; (c) in the public domain or that enters the public domain other than by the unauthorized acts of any person; (d) independently developed by the recipient; or the contents of this Agreement.

7.3 *Protection.* Each party shall preserve in the strictest confidence all Confidential Information of the other party and shall at all times protect the other party’s Confidential Information through the highest commercially reasonable standard of care. Neither party shall in any way use or disclose the other party’s Confidential Information, except upon the other party’s authorization and except for internal purposes in accordance with this Agreement. Any disclosure of the other party’s Confidential Information by a party to its agents, employees, or subcontractors shall be made only in the normal course of business, on a need-to-know basis within the scope and purpose of this Agreement, and under written agreements requiring such agents, employees, and subcontractors to treat all Confidential Information as strictly confidential as required by this Agreement. Upon termination of the Agreement or upon written notice from a party, the other party shall immediately cease all use of the Confidential Information and return all copies of the Confidential Information to the party.

7.4 *Permitted Disclosure.* Either party may disclose the other party’s Confidential Information when it is required by law to do so, provided it takes all reasonable steps to limit the disclosure of the Confidential Information that has been clearly identified as such by the disclosing party, to the extent allowed by law, and further provided the other party is given a reasonable opportunity to contest the disclosure and/or obtain a protective order from a Florida court of competent jurisdiction.

7.5 *Injunctive Relief.* Each party acknowledges that a breach of its obligations under this Section 7 may cause irreparable harm to the other party and/or its licensors for which monetary damages would be inadequate. Each party and/or its licensors may be entitled to injunctive relief for any such breaches, threatened or actual, in addition to any other remedies that may be available at law or equity.

7.6 *Survival.* The obligations under this Section 7 shall survive termination of the Agreement, except with respect to non-trade secret confidential information to the extent applicable law mandates survivability for a limited duration, in which case the obligations shall survive for three years following termination of the Agreement.

8. PUBLIC RECORDS

8.1 The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

8.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

8.1.2 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 119, Fla. Stat., or as otherwise provided by law;

8.1.3 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

8.1.4 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.

9. TERM AND TERMINATION

9.1 *Term.* The term of the Agreement shall commence on the Effective Date as specified in each SOW, and shall continue until terminated in accordance with the provisions of the Agreement.

9.2 *Discretionary Agreement Termination.* Either party may terminate the Agreement upon 60 days' prior written notice to the other party, except that it shall continue in effect at least through the completion of all open SOWs.

9.3 *Discretionary SOW Termination.* Client may terminate any Training and Coaching or Professional Services under an SOW at any time upon 60 days' prior written notice to Projotech. If Projotech is not reasonably able to reassign all of the resources scheduled for such Services, Client must pay Projotech that portion of the applicable fee attributable to the non-reassignable resources (personnel and materials), plus any non-refundable expenses incurred by Projotech for such Services. The costs for IBM training manuals purchased on behalf of the Client for training and/or coaching are not refundable. IBM does not permit Projotech to return manuals.

9.4 *Termination for Adverse Status.* Either party may terminate this Agreement upon 30 days' prior written notice to the other party, if the other party ceases to carry on operations as contemplated by this Agreement, makes an assignment for the benefit of creditors, is adjudged bankrupt or insolvent, has a receiver appointed over its assets, or becomes subject to any similar action in consequence of debt.

9.5 *Termination for Default.* Failure by either party to comply with any material term or condition of this Agreement shall constitute default. The non-defaulting party shall be entitled to give written notice to the defaulting party requiring it to cure the default. The notice shall include a detailed description of the act or omission that constitutes default. If the defaulting party has not cured the default within 30 days after receipt of the notice, the non-defaulting party may terminate the Agreement, including all open SOWs, by giving written notice to take effect upon receipt. If the default, by its nature, cannot be effectively cured, the non-defaulting party may terminate this Agreement, including all open SOWs, immediately upon written notice to the defaulting party. The right to terminate the Agreement is in addition to any other rights and remedies provided under the Agreement or otherwise under law.

9.6 *Additional Right.* In addition to the rights set forth in Paragraph 9.4 above, if Client fails to pay any fees or charges due under the Agreement or fails to carry out any other obligation under the Agreement, Projetechn may, at its option, suspend any Services upon ten days' prior written notice to Client, until Client cures the default.

9.7 *Effect of Termination.* No termination of the Agreement shall release Client from any obligation to pay Projetechn any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of the Services under Paragraph 9.6 above shall release Client from any obligation to pay Projetechn any fees due under the Agreement. Client shall not be entitled to any refund of any fees paid to Projetechn as a result of a termination based on Client's default. Within ten days after the effective date of any termination, Client shall return to Projetechn or destroy all materials or media containing any Projetechn Confidential Information, including any information, records, and materials developed on the basis of any Projetechn Confidential Information; and, except for Client data covered in Paragraph 9.8 below, Projetechn shall return to Client or destroy all materials or media containing any Client Confidential Information, including any information, records, and materials developed on the basis of any Client Confidential Information.

9.8 *Client's Data.* Upon termination of the Agreement and upon payment of all amounts due from Client under the Agreement, including the amount described in the following sentence, Projetechn will return to Client all of Client's data archived on Projetechn's servers. Client shall pay Projetechn's then-current standard rates for Projetechn's work to format, prepare, and deliver Client's data to Client.

10. **INDEPENDENT CONTRACTOR**

Projetechn and Client are independent contractors. Neither party shall have authority to assume, create, or enlarge any obligation or commitment on behalf of the other party without the prior written consent of the other party. In addition, neither party shall use the other party's name in any way that implies that the party is an agent, partner, or employee of the other party or has the authority to bind the other party to any agreement.

11. MISCELLANEOUS

11.1 *Nonsolicitation.* Except with the other party's prior written consent, each party shall refrain from soliciting for employment or employing, directly or indirectly, any employee or contractor of the other until 12 months have elapsed following termination of the Agreement, or until 12 months have elapsed following termination of the employment of the applicable employee or contractor, whichever occurs first.

11.2 *Assignment.* Neither party may assign or otherwise transfer the Agreement or any rights or obligations under the Agreement to any third party without the prior written consent of the other party, except that each party may transfer the Agreement to a successor to all or substantially all of its assets and business. Consent shall not be unreasonably withheld. Subject to the restriction on transfer set forth in this Paragraph 11.2, the Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.

11.3 *Excused Performance.* Neither party shall be liable for any delay in or failure of performance (excluding failure to make payments required by this Agreement) resulting from any cause or condition beyond its reasonable control, whether foreseeable or not.

11.4 *Waiver.* The failure of either party to act upon any right, remedy, or breach of the Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

11.5 *Notices.* Unless provided otherwise in the Agreement, any notice required or permitted under the Agreement shall be personally delivered, or sent by electronic mail, telefax, courier, express or overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the persons and addresses set forth at the beginning of the SOW or to such other address as shall be advised by any party to the other in writing. Notices shall be effective as of the date of receipt.

11.6 *Third-Party Beneficiaries.* Projetech's licensors, suppliers, and subcontractors shall be third-party beneficiaries under this Agreement.

11.7 *Dispute Resolution.* Any claim or controversy arising out of or relating to the Agreement, including any anticipatory breach or disagreement as to interpretation of the Agreement, that is not resolved by the parties themselves or through mediation shall first attempt resolution through nonbinding arbitration in Broward County, Florida, administered in accordance with the American Arbitration Association's Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection, prior to engaging in any litigation regarding such dispute. The arbitrator(s) shall decide all discovery issues. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs, except that the

prevailing party shall be entitled to an award of reasonable attorney's fees. Should arbitration as provided above not result in settlement, Broward County, Florida shall be the venue for any litigation.

11.8 *Governing Law.* The Agreement and any claim arising out of the Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding its conflict of laws principles.

11.9 *Provisions Severable.* The provisions of these Terms and Conditions are severable. If any provision is held to be invalid, unenforceable, or void, the remaining provisions shall not as a result be invalidated.

IN WITNESS WHEREOF, the parties to this License Agreement have set their hands and seals on the day and year first above written.

"CLIENT":

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

"PROJETECH":

Witnesses:

PROJETECH, INC., an Ohio corporation

Matthew Hood

By: Julie Rampello

Print Name: Matthew Hood

Elizabeth Ambrosius

Julie Rampello
Typed or Printed Name

Print Name: Elizabeth Ambrosius

Title: VP Business Development

(SEAL)

STATE OF OHIO
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 7th day of July, 2015 by Julie Rampello as VP Business Development of PROJETECH, INC. an Ohio 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:

Debra L. Herbers
NOTARY PUBLIC, STATE OF OHIO

Debra L. Herbers
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

DEBRA L. HERBERS
Notary Public, State of Ohio
My Commission Expires 12-22-2016

GBL/jrm
7/1/15
l:agr/util/2015-1164

EXHIBIT "A"

Introduction of Terms.

This Statement of Work ("SOW") is made between Projetech Inc. ("Projetech"), an Ohio corporation, having its principal place of business at 3815 Harrison Avenue, Cincinnati, Ohio 45211, and City Of Pompano Beach, Florida 1205 NE 5th Avenue Pompano Beach, FL 33060. This SOW shall be effective on the date it is either electronically or physically signed ("Accepted") by both parties ("Effective Date") unless otherwise defined in the Term section. This SOW, the Master Terms and Conditions found in the Attachments section ("Terms and Conditions"), and any other document governing the relationship between Projetech and Client and referencing this SOW shall be referred to collectively as the "Agreement". Notwithstanding the foregoing, no terms of any purchase order shall replace, modify, amend, or override the Agreement. This SOW specifies information required to be specified by the Terms and Conditions. Capitalized terms used in this SOW, not otherwise defined in this SOW or not conventionally capitalized, shall have the meanings ascribed to them in the Terms and Conditions. If there is any conflict between the terms of this SOW and the terms of the Terms and Conditions, the terms of this SOW shall govern.

BYOL Services.

Scope. Projetech shall provide BYOL services for Client's licensed Maximo® software, other software, or Client's database in Projetech's secure data center without modifications, customizations, or external interfaces. This is an initial install without any legacy data and with standard setup values. If customization or data conversion is deemed necessary or desirable during or after the project has been initiated, such services will be managed through the Change Management Process (as described in the Terms and Conditions) or addressed in a separate engagement after the completion of this project, depending on the urgency. Client may select either the BYOL Professional or the BYOL Premier package.

BYOL Professional. The BYOL Professional package includes: (a) one secure, dedicated, and confidential production database configuration; (b) user and security group setup; (c) Core Maximo® Enterprise Asset Management applications including, but not limited to, Assets, Contracts, Inventory, Planning, Preventative Maintenance, Purchasing, and Work Orders; (d) restricted Client access to the Administration, System Configuration, and Integration Maximo® applications; (e) standard Maximo® reports and one custom work order form with Client name and logo; (f) up to ten GB of space for attachments (additional space may be added at an additional charge); (g) Help Desk, e-mail, and Web site support; (h) application troubleshooting; (i) notification of planned downtime; and (j) tracking of Maximo® revisions and upgrades.

BYOL Premier. The BYOL Premier package includes all items outlined in BYOL Professional and (a) one additional Maximo® instance for use in a testing, development, or training environment; (b) a 20% discount on all Dedicated Instructor Led training classes at Client's site, at Projetech's site, or Instructor Led Online classes; and (c) a free subscription for each Maximo® Named User to Projetech's Self- Paced Online Maximo® Training Library.

License. Client shall provide licenses for the Maximo® software, other software, and/or Client's database hosted by Projetechn for Client for the number of Named Users in Section 5 below ("Licenses"). Client's use of such software is governed by the applicable IBM or other licensor's license agreement. A "Named User" is (a) an individual authorized by Client to use the software instance through the assignment of a specific user login, regardless of whether or not the individual is using the software at any given time; and (b) a non-human operated device, if such device can access the Maximo® database. The total number of Named Users Licenses must be equal to or greater than the total number of individuals authorized by Client to use MaaS plus the total number of non-human devices that access the Maximo® database.

Fees. Annual fees are calculated based on the number of Named Users. Projetechn invoices the fees on an annual basis. However, upon Client's request, Projetechn will invoice the fees in more frequent installments subject to Client paying an administrative fee equal to the applicable percentage of the annual fees as follows: 5% for monthly invoicing; 3% for quarterly invoicing; and 1.5 % for semi-annual invoicing. Client may only decrease the number of Named Users at the end of each year of this SOW upon 60 days' prior written notice to Projetechn.

Scheduling. Client acknowledges that time is of the essence with regard to Projetechn's resources and that Projetechn will assign resources for the Services only after this SOW is Accepted by both parties. Any dates discussed during negotiations are subject to change depending on the availability of Projetechn personnel. Once this SOW is fully Accepted, Projetechn will contact Client to schedule a start date for the Services.

Professional Services.

Scope. Projetechn shall provide the professional services specified in the Scope.

Fees. Fees for professional services are calculated based on Projetechn's then-current professional services standard rates on a time and expenses basis.

Scheduling. Client acknowledges that time is of the essence with regard to Projetechn's resources and that Projetechn will assign resources for the Services only after this SOW is Accepted by the Client, and a Purchase Order or Invoicing Instructions are issued. Any dates discussed during negotiations are subject to change depending on the availability of Projetechn personnel. Once this SOW is Accepted by Client, Projetechn will contact Client to schedule a start date for the Services.

Scope Details.

This Scope of work to be provided by Projetechn is for the Utilities Department of the City of Pompano Beach (COPB) Florida. Projetechn will provide Maximo as a Service - Bring Your Own License (BYOL). Projetechn will set up a Production instance of Maximo along with 3 additional non-production instances. EDI will be engaged via a separate Statement of Work from EDI to perform professional services for configuring Maximo to COPB's specifications. EDI will also perform any integration and training needed for the project. COPB has decided to use SCHAD mobile software for their needs and that too will also be hosted by Projetechn. COPB has elected to use Projetechn's Request Portal for their Service Request requirements. Projetechn will setup the portal with the basic features and functionality that is provided. All services have been

estimated and quoted on a Time & Material basis and are subject to change if additional services are needed.

Term.

The term of this SOW commences on the Effective Date and continues for 36 months after the initial 30 days during which Projotech performs various start-up tasks. Thereafter, the parties may agree to renew this SOW in writing, unless and until terminated in accordance with the Terms and Conditions.

Special Assumptions

Payment terms shall be Net 30

CLIENT POINT OF CONTACT

CONTACT NAME	CONTACT EMAIL
Maria Loucraft	maria.loucraft@copbfl.com

Fees

Invoice Details

Any Annual Recurring and One-Time Setup fees will be invoiced upon signature of this SOW. Professional Services and travel expense fees are invoiced as incurred on a monthly basis. Training fees are invoiced once training is scheduled.

Recurring Fees

Product Description	QTY	Sales Price	Total Price
BYOL Prem - MX Asset Mgt Authorized User	2	\$825.00	\$1,650.00
BYOL Prem - MX Asset Mgt Limited Use	5	\$455.00	\$2,275.00
BYOL Prem - MX Asset Mgt Express (Schad Mobile) Use	10	\$325.00	\$3,250.00
Work Request Portal (Unlimited Users)	1	\$6,746.00	\$6,746.00
Fee for BYOL for Site-to-Site VPN Support	1	\$3,000.00	\$3,000.00
Non-Production Maximo Instance	2	\$3,000.00	\$6,000.00
Mobile Hosting Annual Schad Maintenance Support	1	\$3,000.00	\$3,000.00
Total First Year Annual Cost:			\$25,921.00

One-Time Fees

Product Description	QTY	Sales Price	Total Price
One-Time Setup Fee for MX as a Service	1.00	\$5,100.00	\$5,100.00
Setup 2 additional non-productions Maximo install & setup, Site to Site VPN setup, Mobile & Request Portal environment install & setup. (Estimated TBD)	3.00	\$1,490.00	\$4,470.00
Total One-Time Cost:			\$9,570.00

Grand Total

Grand Total: \$35,491.00

EXHIBIT "B"

SCHEDULE A

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") outlines the general terms and conditions under which Projetech provides certain Services, namely MaaS and/or BYOL services to Client. Notwithstanding anything to the contrary in this SLA or otherwise, this SLA does not apply to Services consisting of any additional Maximo® instance used in a testing, development or training environment.

Definitions

1. Availability - The Client's ability to access/use the subscribed Projetech environment and resources within the committed timeframes. Availability commitments are summarized below.
2. Downtime – Time during which a computer system or network is not available for use. Downtime occurs in two forms, planned and unplanned. Planned Downtime is forecast by the owner of the affected system(s) and is used for maintenance, upgrades, or other system management activities. Unplanned Downtime is defined as any Downtime that is not planned. Causes for Unplanned Downtime include, but are not limited to: hardware or software failures, power outages, telecommunications network failures, or human error.
3. End User – An individual on Client's staff making use of the Services.
4. Interruption – A situation that results in the Client being either, (a) totally unable to access the Services, or (b) unable to make use of the Services because of performance outside agreed parameters.
5. Service Hours – Hours during which Projetech provides Services to Client as specified in this SLA.
6. Trouble – An issue or condition that is either causing an Interruption, or, if left unresolved is likely to cause an Interruption.

Annual Availability Commitment of 99.99% is provided for hardware, network and software applications.

Client must be able to access the Projetech resources subscribed to under this Agreement. Projetech Datacenters are designed and engineered to meet SSAE 16, CSAE 3416, and ISAE 3402 guidelines. The Availability is determined based on 24 hours per day and 7 days per week except for times of unavailability due to Planned Downtime and exclusions such as: (i) planned maintenance windows for which Projetech provides at least 48 hours prior notice whenever possible; (ii) failure of any Network or Internet Infrastructure not owned or managed by Projetech (iii) Downtime caused by any failure of Client's computer systems, network,

hardware or software or its telecommunications equipment or other equipment; (iv) Downtime caused by any act or omission of any End user that is inconsistent with Projetechn's suggested use or Client's authorized use of the system; (v) Downtime caused by events beyond Projetechn's reasonable control.

Service Philosophy

Projetechn is guided by two central principles: flexibility and proactivity. Flexibility means that Projetechn will adapt to the needs of our clients and the facts of each situation. Proactivity means that Projetechn will not wait to take action; our goal is to prevent trouble, rather than simply responding to it.

Service Level Credit

In the event that the Client cannot access the system for any reason other than those listed above, Projetechn will provide a Service Level Credit. Client may request a credit on their next invoice for up to ten days of service interruption, based upon the amount of time the system was unavailable. Service Level Credits must be requested in writing within ten days of the interruption.

Trouble Resolution Procedure

1. Identify Trouble Client contacts Projetechn (see Suggested Contact Channels) or Projetechn identifies trouble. Based on priority descriptions described by Projetechn (See Priority Levels & Response Times), Client determines Priority.

2. Diagnosis Based on description by Client, or internal monitoring, Projetechn determines cause and corrective plan of action.

3. Apply Resolution Based on the appropriate priority, Projetechn either applies the resolution or monitors resolution efforts and provides updates to Client point of contact.

4. Recover & End Trouble After resolution is applied & any necessary recovery efforts are completed, Client is contacted to see if the trouble is deemed to be resolved to his/her satisfaction.

5. Follow up Where applicable, support issues will be reviewed by the appropriate Projetechn personnel to ensure that the resolution was effective and to decide if any precautionary measures can be taken so that the trouble is not repeated.

Priority Levels & Response Times

Client shall designate in writing to Projetechn at least one, but no more than three contacts who are authorized to communicate with Projetechn in connection with support. The contact shall be fully qualified to use the computer equipment and computer software programs installed on the client's premises, and familiar with accessing and using a Web browser on the Internet.

Determination of the priority level of any issue, question or interruption is determined by Client point of contact. Once the circumstances are reviewed, Projotech can suggest a change to this level, but any change must be approved by Client point of contact.

Escalation

Projotech is committed to resolving issues quickly and with minimal impact to Client operations. In order to ensure total focus on the issue resolution process, Projotech provides an escalation procedure. This procedure is based on issue resolution, not simply start of action. If the issue is not resolved within the time period indicated additional resources will be assigned as appropriate.

Severity	Description of Level	Examples	Service Hours	Initial Response Time	Escalation
Urgent	Critical sitewide issues	Site-wide Maximo availability issue	24 X 7	Less than 2 hours	To Director of Client Support after 4 hrs.
High	Affects production or daily use of Maximo for all users	Critical error message that Client can not correct through the Maximo applications	24 X 7	Less than 2 hours	To Director of Client Support after 24 hrs.
Low	User application support	Client has a "How do I..." question or needs new user added.	Normal Business Hours	Less than 1 business day	To Director of Client Support after 72 hrs.
Enhancement or Customization	Requested enhancement or customization	Examples are hot fix and patch installations and significant changes to the Maximo instance configuration	Normal Business Hours	Less than 1 business day	Prioritized on case-by-case basis

Contact Method	Contact Information	Contact Method Availability
Customer Support Phone	513-661-8500 or 866-362-4683	Normal Business Hours or 24x7 for Emergency Support
Email	support@projotech.com or support@emaximo.com	Normal Business Hours
Customer Support Form	http://projotech.com/customer-support.html	Normal Business Hours or 24x7 for Emergency Support

Normal Business Hours: 8am – 5pm Eastern, Monday – Friday (excluding holidays)

Projotech can be contacted for support during normal business hours using any of the above contact methods.

Emergency requests may be submitted from the Customer Support Form on our website, but we recommend a follow up call to our Customer Support Phone line to expedite the process.

PLEASE NOTE: Email to the support inbox will NOT initiate after hours emergency support. You must use the Customer Support Form on our website or call the Customer Support Phone to request support outside of normal business hours.

Our Support Team monitors all service and support issues. If at any time Client is not satisfied with the level of support received, please contact Projotech CEO, Steve Richmond, directly via email at srichmond@projotech.com.

MEB/jrm
7/1/15
L:agr/util/2015-1164



MEMORANDUM

Development Services

MEMORANDUM NO. 15-358

DATE: July 1, 2015

TO: Dennis W. Beach, City Manager

CC: Asceleta Hammond, City Clerk

VIA: Robin M. Bird, Development Services Director *RB*

FROM: Karen Friedman, AICP, Planner *KBF*

SUBJECT: Request to Strike from Agenda - City Commission Hearing July 14, 2015
P.H. 2015-82, 1st reading of an Ordinance regarding amendments to Chapter 152, Buildings.

The City Attorney has advised that the proposed ordinance is combining "topics" and therefore needs to be revised. The revision will change the Ordinance title. Therefore this item, which was advertised for first reading at the July 14, 2015 City Commission hearing, must be struck.

Should you have any questions or comments, please contact me at extension 7792.

REQUESTED COMMISSION ACTION:

Consent
 Ordinance
 Resolution
 Consideration/ Discussion
 Presentation

SHORT TITLE **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 152, "BUILDINGS," BY AMENDING SECTIONS 152.12, 152.20, 152.22, 152.23, 152.24, 152.25, 152.26, 152.27, 152.28, 152.29, 152.30, 152.31, 152.32, 152.33, 152.35, 152.36, 152.50, AND 152.57; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

Summary of Purpose and Why:

Staff is recommending text amendments to Chapter 152 regarding the fees for tents, floodplain management regulations, and the green building program incentive. Regarding tent fees, the proposed text amendments do not revise the fee for the first tent. However the permit fee for additional tents would be reduced to \$20.00 per tent. Regarding floodplain regulations, in 2014 the City adopted a "Model Ordinance" with the new FIRM Panels. In the interim, the city has determined that some standards needed further clarification. Therefore the proposed amendments clearly define the scope, intent and minimum requirements. Additionally, the proposed amendments delete references to floodways, as none exist in the City. Regarding the green building program incentives, the proposed amendments revises the "reimbursement" for public buildings required to be "green" (per the Florida Energy Conservation and Sustainable Buildings Act). These buildings would receive an initial 50% reduction of building permit fees. Development Services Memorandum #15-230 (attached) includes additional description of proposed changes.

- (1) Origin of request for this action: Development Services Dept.
- (2) Primary staff contact: Robin M. Bird/ Karen Friedman 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	05/07/2015		Memo #15-230
Finance Dept.			
City Attorney	05/19/2015		Memo #2015-1001

City Manager

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



City Attorney's Communication #2015-1001

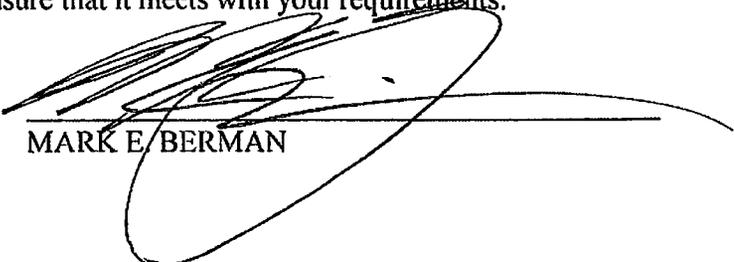
May 19, 2015

TO: Karen Friedman, AICP, Planner
FROM: Mark E. Berman, Assistant City Attorney
RE: Ordinance Amending Chapter 152, "Buildings"

As requested in your memorandum of May 8, 2015, Department of Development Services Memorandum No. 15-234, the following form of Ordinance, relative to the above-referenced matter, has been prepared and is attached:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 152, "BUILDINGS," BY AMENDING SECTION 152.12, "BUILDING PERMIT FEES," TO REDUCE THE BUILDING PERMIT FEE FOR TEMPORARY TENTS; BY AMENDING SECTION 152.20, "GENERAL," SECTION 152.21, "DEFINITIONS," SECTION 152.22, "APPLICABILITY," SECTION 152.23, "DUTIES," SECTION 152.24, "PERMITS," SECTION 152.25, "SITE PLANS AND CONSTRUCTION DOCUMENTS," SECTION 152.26, "INSPECTIONS," SECTION 152.27, "VARIANCES AND APPEALS," SECTION 152.28, "VIOLATIONS," SECTION 152.29, "FLOOD RESISTANT DEVELOPMENT OF BUILDINGS AND STRUCTURES," SECTION 152.30, "SUBDIVISIONS," SECTION 152.31, "SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS," SECTION 152.32, "MANUFACTURED HOMES," SECTION 152.33, "RECREATIONAL VEHICLES AND PARK TRAILERS," SECTION 152.35, "OTHER DEVELOPMENT," AND SECTION 152.35, "APPLICABILITY," TO CLEARLY DEFINE THE SCOPE, INTENT AND MINIMUM REQUIREMENTS AND TO DELETE REFERENCES TO FLOODWAYS; BY AMENDING SECTION 152.50, "DEFINITIONS," TO DEFINE FLORIDA ENERGY CONSERVATION AND SUSTAINABLE BUILDING ACT; BY AMENDING SECTION 152.57, "INCENTIVES," TO REVISE THE CITY'S INCENTIVE POLICY FOR GREEN BUILDINGS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Please carefully review the ordinance to ensure that it meets with your requirements.


MARK E BERMAN

/jrm
l:cor/dev-srv/2015-1001

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 152, "BUILDINGS," BY AMENDING SECTION 152.12, "BUILDING PERMIT FEES," TO REDUCE THE BUILDING PERMIT FEE FOR MULTIPLE TEMPORARY TENTS; BY AMENDING SECTION 152.20, "GENERAL," SECTION 152.21, "DEFINITIONS," SECTION 152.22, "APPLICABILITY," SECTION 152.23, "DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR," SECTION 152.24, "PERMITS," SECTION 152.25, "SITE PLANS AND CONSTRUCTION DOCUMENTS," SECTION 152.26, "INSPECTIONS," SECTION 152.27, "VARIANCES AND APPEALS," SECTION 152.28, "VIOLATIONS," SECTION 152.29, "FLOOD RESISTANT DEVELOPMENT OF BUILDINGS AND STRUCTURES," SECTION 152.30, "SUBDIVISIONS," SECTION 152.31, "SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS," SECTION 152.32, "MANUFACTURED HOMES," SECTION 152.33, "RECREATIONAL VEHICLES AND PARK TRAILERS," SECTION 152.35, "OTHER DEVELOPMENT," AND SECTION 152.36, "APPLICABILITY," TO CLEARLY DEFINE THE SCOPE, INTENT AND MINIMUM REQUIREMENTS AND TO DELETE REFERENCES TO FLOODWAYS; BY AMENDING SECTION 152.50, "DEFINITIONS," TO DEFINE FLORIDA ENERGY CONSERVATION AND SUSTAINABLE BUILDING ACT; BY AMENDING SECTION 152.57, "INCENTIVES," TO REVISE THE CITY'S INCENTIVE POLICY FOR GREEN BUILDINGS; 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 Commission Meeting Room of the City of Pompano Beach, Florida; and

WHEREAS, a public hearing before the City Commission was held pursuant to the public notice described above at which hearing the parties in interest and all other citizens so desiring had an opportunity to be, and were in fact heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Section 152.12, "Building Permit Fees," of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

§152.12 BUILDING PERMIT FEES.

(A) General permit fees shall be as stated below. The minimum fee for all general permits shall be \$50 unless otherwise set forth herein.

...

(4) Temporary tents and temporary fabric canopies for special events and public events (~~fee per tent or canopy~~):

up to 120 sq. ft.	No permit required as per Florida Building Code § 3103.1.1.
over 120-500 sq. ft.	<u>\$150 for the first tent; \$20.00 per tent for each additional tent</u>
500 sq. ft. and larger	<u>\$250 for the first tent; \$20.00 per tent for each additional tent</u>

...

SECTION 2. That Section 152.20, "General," of Chapter 152, "Buildings," of the Pompano Beach Code of Ordinances is hereby amended to read as follows:

FLOODPLAIN MANAGEMENT REGULATIONS

152.20 GENERAL.

(A) *Title.* ~~These regulations~~ The following portions of this chapter shall be known as the ~~Floodplain Management Ordinance~~ Floodplain Regulations

of The City of Pompano Beach, hereinafter referred to as "~~this ordinance.~~" the "Floodplain Regulations."

(B) *Scope.* The provisions of ~~this ordinance~~ the Floodplain Regulations shall apply to all development ~~that is wholly within or partially within any flood hazard area,~~ initiated on or after August 18, 2014, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development or as otherwise indicated in this chapter.

(C) *Intent.* The purposes of ~~this ordinance~~ the Floodplain Regulations and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development ~~in flood hazard areas~~ to:

...

(D) *Coordination with the Florida Building Code.* ~~This ordinance is~~ The Floodplain Regulations are intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

(E) *Warning.* The degree of flood protection required by ~~this ordinance~~ the Floodplain Regulations and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. ~~This ordinance does~~ The Floodplain Regulations do not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with ~~this ordinance~~ the Floodplain Regulations.

(F) *Disclaimer of Liability.* ~~This ordinance~~ The Floodplain Regulations shall not create liability on the part of the City Commission of The

City of Pompano Beach, Florida or by any officer or employee thereof for any flood damage that results from reliance on ~~this ordinance~~ the Floodplain Regulations or any administrative decision lawfully made thereunder.

SECTION 3. That Section 152.21, "Definitions," of Chapter 152, "Buildings," of the Pompano Beach Code of Ordinances is hereby amended to read as follows:

152.21 DEFINITIONS.

(A) *Scope.* Unless otherwise expressly stated, the following words and terms shall, for the purposes of ~~this ordinance~~ the Floodplain Regulations, have the meanings shown in this section.

(B) *Terms defined in the Florida Building Code.* Where terms are not defined in ~~this ordinance~~ the Floodplain Regulations and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code.

(C) *Terms not defined.* Where terms are not defined in ~~this ordinance~~ the Floodplain Regulations or the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

(D) *Definitions.* For purposes of this section, the following definitions shall apply:

...

(2) **APPEAL.** A request for a review of the Floodplain Administrator's interpretation of any provision of ~~this ordinance~~ the Floodplain Regulations or a request for a variance.

...

(9) **CROWN OF ROAD.** The elevation of the highest surface of existing street pavement within the right-of-way abutting the property relative to the National Geodetic Vertical Datum (NGVD) or North America Vertical Datum (NAVD) or otherwise approved by the City Engineer.

(10) **DESIGN FLOOD.** The flood associated with the greater of the following two areas: [Also defined in FBC, B].

(a) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or

(b) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

...

(20) **FLOOD HAZARD AREA.** The greater of the following two areas: [Also defined in FBC, B].

(a) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year, or,

...

(23) **FLOODPLAIN ADMINISTRATOR.** The office or position designated and charged with the administration and enforcement of ~~this ordinance~~ the Floodplain Regulations (may be referred to as the Floodplain Manager).

(24) **FLOODPLAIN DEVELOPMENT PERMIT OR APPROVAL.** An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with ~~this ordinance~~ the Floodplain Regulations.

~~(25) **FLOODWAY.** The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B].~~

~~(26) **FLOODWAY ENCROACHMENT ANALYSIS.** An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.~~

(27 25) **FLORIDA BUILDING CODE.** The family of codes adopted by the Florida Building Commission, including: *Florida Building Code, Building*; *Florida Building Code, Residential*; *Florida Building Code, Existing Building*; *Florida Building Code, Mechanical*; *Florida Building Code, Plumbing*; *Florida Building Code, Fuel Gas*.

(28 26) **FUNCTIONALLY DEPENDENT USE.** A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

(29 27)**HIGHEST ADJACENT GRADE.** The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

(30 28)**HISTORIC STRUCTURE.** Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 11 Historic Buildings.

(31 29)**LETTER OF MAP CHANGE (LOMC).** An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

...

(32 30)**LIGHT-DUTY TRUCK.** As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

...

(33 31)**LOWEST FLOOR.** The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the *Florida Building Code* or ASCE 24. [Also defined in FBC, B].

(34 32)**MANUFACTURED HOME.** A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

(35 33)**MANUFACTURED HOME PARK OR SUBDIVISION.** A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

(36 34)**MARKET VALUE.** The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in ~~this ordinance~~ the Floodplain Regulations, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified

independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

(37 35)**NEW CONSTRUCTION.** For the purposes of administration of ~~this ordinance~~ the Floodplain Regulations and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after September 5, 1979 and includes any subsequent improvements to such structures.

(38 36)**NEW MANUFACTURED HOME PARK OR SUBDIVISION.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 5, 1979.

(39 37)**PARK TRAILER.** A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in 320.01, F.S.]

(40 38)**RECREATIONAL VEHICLE.** A vehicle, including a park trailer, which is: [See section 320.01, F.S.]

...

(41 39)**DUNES.** Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

(42 40)**SPECIAL FLOOD HAZARD AREA.** An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B].

(43 41)**START OF CONSTRUCTION.** The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

...

(44 42)**SUBSTANTIAL DAMAGE.** Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B].

(45 43)**SUBSTANTIAL IMPROVEMENT.** Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B].

...

(46 44)**VARIANCE.** A grant of relief from the requirements of ~~this ordinance~~ the Floodplain Regulations, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by ~~this ordinance~~ the Floodplain Regulations or the *Florida Building Code*.

(47 45)**WATERCOURSE.** A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

SECTION 4. That Section 152.22, "Applicability," of Chapter 152, "Buildings," of the Pompano Beach Code of Ordinances is hereby amended to read as follows:

152.22 APPLICABILITY.

(A) *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(B) *Areas to which ~~this ordinance~~ applies the Floodplain Regulations apply.* ~~This ordinance~~ The Floodplain Regulations shall apply to all flood hazard areas within the City of Pompano Beach, Florida ~~as established in division (C) of this section.~~

(C) *Basis for establishing flood hazard areas.* The Flood Insurance Study for Broward County, Florida and Incorporated Areas dated August 18, 2014, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of ~~this ordinance~~ these Regulations and shall serve as the minimum basis for establishing flood hazard areas. Studies

and maps that establish flood hazard areas are on file at the Building Inspections Division office, 100 West Atlantic Boulevard.

(D) *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to § 152.25 of ~~this ordinance~~ these Regulations, the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

...

(E) *Other laws.* The provisions of ~~this ordinance~~ the Floodplain Regulations shall not be deemed to nullify any provisions of local, state or federal law.

(F) *Abrogation and greater restrictions.* ~~This ordinance~~ The Floodplain Regulations supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between ~~this ordinance~~ the Floodplain Regulations and any other ordinance, the more restrictive shall govern. ~~This ordinance~~ The Floodplain Regulations shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by ~~this ordinance~~ the Floodplain Regulations.

(G) *Interpretation.* In the interpretation and application of ~~this ordinance~~ the Floodplain Regulations, all provisions shall be:

...

SECTION 5. That Section 152.23, "Duties and Powers of the Floodplain Administrator," of Chapter 152, "Buildings," of the Pompano Beach Code of Ordinances is hereby amended to read as follows:

152.23 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR.

...

(B) *General.* The Floodplain Administrator is authorized and directed to administer and enforce the provisions of ~~this ordinance~~ the Floodplain Regulations. The Floodplain Administrator shall have the authority to render

interpretations of ~~this ordinance~~ the Floodplain Regulations consistent with ~~the~~ its intent and purpose of ~~this ordinance~~ and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in ~~this ordinance~~ the Floodplain Regulations without the granting of a variance pursuant to § 152.27 of ~~this ordinance~~ the Floodplain Regulations.

(C) *Applications and permits.* The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

...

(2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of ~~this ordinance~~; the Floodplain Regulations;

...

(7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with ~~this ordinance~~ the Floodplain Regulations is demonstrated, or disapprove the same in the event of noncompliance; and

(8) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of ~~this ordinance~~ the Floodplain Regulations.

(D) *Substantial improvement and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

...

(4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and ~~this ordinance~~ the Floodplain Regulations are required.

(E) *Modifications of the strict application of the requirements of the Florida Building Code.* The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to §152.27 of ~~this ordinance~~ the Floodplain Regulations.

(F) *Notices and orders.* The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with ~~this ordinance~~ the Floodplain Regulations.

(G) *Inspections.* The Floodplain Administrator shall make the required inspections as specified in §152.26 of ~~this ordinance~~ the Floodplain Regulations for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(H) *Other duties of the Floodplain Administrator.* The Floodplain Administrator shall have other duties, including but not limited to:

...

(3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations; or flood hazard area boundaries, ~~or floodway designations~~; such submissions shall be made within 6 months of such data becoming available;

(4) Review required design certifications and documentation of elevations specified by ~~this ordinance~~ the Floodplain Regulations and the *Florida Building Code* ~~and this ordinance~~ to determine that such certifications and documentations are complete;

...

(I) *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of ~~this ordinance~~ the Floodplain Regulations and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the

Florida Building Code and ~~this ordinance~~ the Floodplain Regulations; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to ~~this ordinance~~ the Floodplain Regulations and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at Building Inspections Division office, 100 West Atlantic Boulevard, Pompano Beach, Florida.

SECTION 6. That Section 152.24, "Permits," of Chapter 152, "Buildings," of the Pompano Beach Code of Ordinances is hereby amended to read as follows:

152.24 PERMITS.

(A) *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of ~~this ordinance~~ the Floodplain Regulations initiated on or after August 18, 2014, including buildings, structures and facilities exempt from the *Florida Building Code*, ~~which is wholly within or partially within any flood hazard area~~ shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of ~~this ordinance~~ the Floodplain Regulations and all other applicable codes and regulations has been satisfied.

(B) *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to ~~this ordinance~~ the Floodplain Regulations for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

(C) *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of ~~this ordinance~~ the Floodplain Regulations:

...

(D) *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

...

(4) Be accompanied by a site plan or construction documents as specified in § 152.25 of ~~this ordinance~~ the Floodplain Regulations.

...

(E) *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to ~~this ordinance~~ the Floodplain Regulations shall not be construed to be a permit for, or approval of, any violation of ~~this ordinance~~ the Floodplain Regulations, the *Florida Building Codes*, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

...

(G) *Suspension or revocation.* The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of ~~this ordinance~~ the Floodplain Regulations or any other ordinance, regulation or requirement of this community.

...

SECTION 7. That Section 152.25, "Site Plans and Construction Documents," of Chapter 152, "Buildings," of the Pompano Beach Code of Ordinances is hereby amended to read as follows:

152.25 SITE PLANS AND CONSTRUCTION DOCUMENTS.

(A) *Information for development in ~~flood hazard~~ areas with Base Flood Elevations.* The site plan or construction documents for any development subject to the requirements of ~~this ordinance~~ the Floodplain Regulations shall be drawn to scale and shall include, as applicable to the proposed development:

(1) Delineation of flood hazard areas, ~~floodway boundaries~~ and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.

~~(2) Where base flood elevations, or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with division (B)(2) or (3) of this section.~~

~~(3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with division (B)(1) of this section.~~

(4 2) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.

(5 3) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

(6 4) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

(7 5) Delineation of the Coastal Construction Control Line or notation that the site is seaward of the coastal construction control line, if applicable.

(8 6) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.

(9 7) Existing and proposed alignment of any proposed alteration of a watercourse.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by ~~this ordinance~~ the Floodplain regulations but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with ~~this ordinance~~ the Floodplain Regulations.

~~(B) Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:~~

~~(1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.~~

~~(2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.~~

~~(3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:~~

~~(a) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or~~

~~(b) Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.~~

~~(4) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.~~

~~(C B) *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:~~

~~(1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in division (D) of this section and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.~~

~~(2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated~~

~~flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.~~

(3 1) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in division (D) of this section.

(4 2) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

(~~D~~ C) *Submission of additional data.* When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

SECTION 8. That Section 152.26, "Inspections," of Chapter 152, "Buildings," of the

Pompano Beach Code of Ordinances is hereby amended to read as follows:

152.26 INSPECTIONS.

...

(B) *Development other than buildings and structures.* The Floodplain Administrator shall inspect all development to determine compliance with the requirements of ~~this ordinance~~ the Floodplain Regulations and the conditions of issued floodplain development permits or approvals.

(C) *Buildings, structures and facilities exempt from the Florida Building Code.* The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of ~~this ordinance~~ the Floodplain Regulations and the conditions of issued floodplain development permits or approvals.

(D) *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* ~~Upon~~ Prior to placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code*, or the owner's authorized agent, shall submit to the Floodplain Administrator: the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor.

~~(1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or~~

~~(2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with § 152.25(B)(3)(b) of this ordinance, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.~~

(E) *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor ~~or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in division (D)(1) of this section.~~

(F) *Manufactured homes.* The Building Official shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of ~~this ordinance~~ the Floodplain Regulations and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator or Building Official.

SECTION 9. That Section 152.27, "Variances and Appeals," of Chapter 152, "Buildings," of the Pompano Beach Code of Ordinances is hereby amended to read as follows:

152.27 VARIANCES AND APPEALS.

(A) *General.* The Zoning Board of Appeals shall hear and decide on requests for appeals and requests for variances from the strict application of ~~this ordinance~~ the Floodplain Regulations. Pursuant to section 553.73(5), F.S., the Zoning Board of Appeals shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*. This section does not apply to Section 3109 of the *Florida Building Code, Building*.

(B) *Appeals.* The Zoning Board of Appeals shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of ~~this ordinance~~ the Floodplain Regulations. Any person aggrieved by the decision of Zoning Board of Appeals may appeal such decision to the Circuit Court, as provided by Florida Statutes.

(C) *Limitations on authority to grant variances.* The Zoning Board of Appeals shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in division (G F) of this section, the conditions of issuance set forth in division (H G) of this section, and the comments and recommendations of the Floodplain Administrator and the Building Official. The Zoning Board of Appeals has the right to attach such conditions as it deems necessary to further the purposes and objectives of ~~this ordinance~~ the Floodplain Regulations.

~~(D) *Restrictions in floodways.* A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in § 152.25(C) of this ordinance.~~

(E D) *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building*, Chapter 11 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

(F E) *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in ~~this ordinance~~ the Floodplain Regulations, provided the variance meets the requirements of division (D) of this section, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

(G F) *Considerations for issuance of variances.* In reviewing requests for variances, the Zoning Board of Appeals shall consider all technical evaluations, all relevant factors, and all other applicable provisions of the *Florida Building Code*, ~~this ordinance~~ the Floodplain Regulations, and the following:

prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

(~~F~~ E) *Limitations on sites in coastal high hazard areas (Zone V)*. In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by § 152.25(~~C~~)(4)(~~B~~)(2) of ~~this ordinance~~ the Floodplain Regulations demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with § 152.35(~~H~~)(3)(~~E~~)(3) of ~~this ordinance~~ the Floodplain Regulations.

SECTION 14. That Section 152.32, "Manufactured Homes," of Chapter 152, "Buildings," of the Pompano Beach Code of Ordinances is hereby amended to read as follows:

152.32 MANUFACTURED HOMES.

(A) *General*. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of ~~this ordinance~~ the Floodplain Regulations. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

(B) *Foundations*. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

(1) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.2 and ~~this ordinance~~ the Floodplain Regulations.

(2) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.3 and ~~this ordinance~~ the Floodplain Regulations.

...

...

(H G) *Conditions for issuance of variances.* Variances shall be issued only upon:

...

SECTION 10. That Section 152.28, "Violations," of Chapter 152, "Buildings," of the Pompano Beach Code of Ordinances is hereby amended to read as follows:

152.28 VIOLATIONS.

(A) *Violations.* Any development that is or is not within the scope of the *Florida Building Code*, but that is regulated by ~~this ordinance~~ the Floodplain Regulations that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with ~~this ordinance~~ the Floodplain Regulations, shall be deemed a violation of ~~this ordinance~~. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by ~~this ordinance~~ the Floodplain Regulations or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided and approved by the Building Official or Floodplain Administrator.

(B) *Authority.* For development that is or is not within the scope of the *Florida Building Code*, but that is regulated by ~~this ordinance~~ the Floodplain Regulations and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

(C) *Unlawful continuance.* ~~Any person who shall~~ It shall constitute a violation for any work to continue any work after having been served with service of a notice of violation or a stop work order, except such for work as that person is may be directed to perform by the Building Official or Floodplain Administrator to remove or remedy a violation or unsafe condition. Any person and any property where the violation exists shall be subject to penalties as prescribed by law.

(D) The City may prosecute violations of the Floodplain Regulations before its Special Magistrate for Code Enforcement as per Chapter 162 F.S., may prosecute violators in the County Court, and may seek whatever relief it deems appropriate in a court of competent jurisdiction.

SECTION 11.

That Section 152.29, "Flood Resistant Development of Buildings and Structures," of Chapter 152, "Buildings," of the Pompano Beach Code of Ordinances is hereby amended to read as follows:

152.29 FLOOD RESISTANT DEVELOPMENT OF BUILDINGS AND STRUCTURES.

(A) *Design and construction of buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to § 152.24(C) of ~~this ordinance~~ the Floodplain Regulations, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of § 152.35 of ~~this ordinance~~ the Floodplain Regulations.

(B) *Buildings and structures seaward of the coastal construction control line.* If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

...

(2) Minor structures and non-habitable major structures as defined in section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of ~~this ordinance~~ the Floodplain Regulations and ASCE 24.

(C) *Specific methods of construction and requirements.* Pursuant to Broward County Administrative Provisions for the *Florida Building Code*, the following specific methods of construction and requirements apply in all areas of the city:

(1) Minimum elevation.

(a) Residential buildings. New construction and substantial improvement of residential buildings shall have the lowest floor, including basement, elevated to or above the elevation required in the *Florida Building Code, Residential* or *Florida Building Code, Building*, as applicable, or at least 18 inches above the highest point of the crown of all existing streets adjacent to the plot upon which all other buildings are located, whichever results in the highest elevation.

(b) Nonresidential buildings. New construction and substantial improvement of nonresidential buildings shall have the lowest floor,

including basement, elevated or dry flood proofed to or above the elevation required in the *Florida Building Code, Building* or at least 6 inches above the highest point of the crown of all existing streets adjacent to the plot upon which all other buildings are located, whichever results in the highest elevation.

SECTION 12. That Section 152.30, "Subdivisions," of Chapter 152, "Buildings," of the Pompano Beach Code of Ordinances is hereby amended to read as follows:

152.30 SUBDIVISIONS.

...

(B) *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

...

~~(2) Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with § 152.25(B)(1) of this ordinance; and~~

(3) Compliance with the site improvement and utilities requirements of § 152.31 of ~~this ordinance~~ the Floodplain Regulations.

SECTION 13. That Section 152.31, "Site Improvements, Utilities and Limitations," of Chapter 152, "Buildings," of the Pompano Beach Code of Ordinances is hereby amended to read as follows:

152.31 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS.

...

~~(D) *Limitations on sites in regulatory floodways.* No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in § 152.25(C)(1) of this ordinance demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.~~

(E) *Limitations on placement of fill.* Subject to the limitations of ~~this ordinance~~ the Floodplain Regulations, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters,

SECTION 15.

That Section 152.33, "Recreational Vehicles and Park Trailers," of Chapter 152, "Buildings," of the Pompano Beach Code of Ordinances is hereby amended to read as follows:

152.33 RECREATIONAL VEHICLES AND PARK TRAILERS.

...

(B) *Permanent placement.* Recreational vehicles and park trailers that do not meet the limitations in division (A) of this section for temporary placement shall meet the requirements of § 152.32 of ~~this ordinance~~ the Floodplain Regulations for manufactured homes.

SECTION 16.

That Section 152.35, "Other Development," of Chapter 152, "Buildings," of the Pompano Beach Code of Ordinances is hereby amended to read as follows:

152.35 OTHER DEVELOPMENT.

(A) *General requirements for other development.* All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in ~~this ordinance~~ the Floodplain Regulations or the *Florida Building Code*, shall:

(1) Be located and constructed to minimize flood damage;

~~(2) Meet the limitations of § 152.31(D) of this ordinance if located in a regulated floodway;~~

(3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

(4) Be constructed of flood damage-resistant materials; and

(5) Have mechanical, plumbing, and electrical systems above the design flood elevation, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

~~(B) *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of § 152.31(D) of this ordinance.~~

~~(C) — Retaining walls, sidewalks and driveways in regulated floodways. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of § 152.31(D) of this ordinance.~~

~~(D) — Roads and watercourse crossings in regulated floodways. Roads and watercourse crossings, including roads, bridges, culverts, low water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of § 152.31(D) of this ordinance. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of § 152.25(C)(3) of this ordinance.~~

~~(E B) Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V). In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:~~

...

~~(F C) Decks and patios in coastal high hazard areas (Zone V). In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:~~

...

~~(G D) Other development in coastal high hazard areas (Zone V). In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:~~

...

~~(H E) Nonstructural fill in coastal high hazard areas (Zone V). In coastal high hazard areas:~~

...

SECTION 17. That Section 152.36, "Applicability," of Chapter 152, "Buildings,"

of the Pompano Beach Code of Ordinances is hereby amended to read as follows:

152.36 APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply to the City of Pompano Beach. ~~This ordinance~~ The Floodplain Regulations shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after August 18, 2014.

SECTION 18. That Section 152.50, "Definitions," of Chapter 152, "Buildings," of

the Pompano Beach Code of Ordinances is hereby amended to read as follows:

GREEN BUILDING PROGRAM

§ 152.50 DEFINITIONS.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

...

CONSTRUCTION. Any project associated with the creation, development, or erection of any building eligible for the program.

FLORIDA ENERGY CONSERVATION AND SUSTAINABLE BUILDINGS ACT. Sections 255.251, 255.252, 255.253, 255.254, 255.255 and 255.256, F.S. requiring county, municipal, school district, water management district, state university, Florida College System institution, and state court buildings to be constructed to comply with a sustainable building rating system or a national model green building code.

FGBC. The Florida Green Building Coalition.

...

SECTION 19. That Section 152.57, "Incentives," of Chapter 152, "Buildings," of

the Pompano Beach Code of Ordinances is hereby amended to read as follows:

§ 152.57 INCENTIVES.

The program shall consist of incentives designed to encourage the use of

the program.

(A) *All sub-programs.* For any program participant seeking program certification for new residential construction, residential retrofitting/remodeling, new commercial/non-city construction, or new city-owned civic or office construction, the city shall provide the following incentives:

(1) Fast-track permitting for building permits.

(2) Reduced permitting fee, which shall equal 50% of the fee required for a non-program participant, subject to availability of funds and reimbursed after issuance of the Certificate of Occupancy and submittal of evidence of compliance with a certification-based "green building" program.

(3) Reduced permitting fee, which shall equal 50% of the fee required for a non-program participant, for developments which are required to be constructed to comply with a sustainable building rating system or a national model green building code, per the Florida Energy Conservation and Sustainable Buildings Act.

~~(3)~~ (4) Final project designation by the city.

SECTION 20. 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 21. This Ordinance shall become effective immediately upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/jrm

5/22/15

L:ord/ch152/2015-328

REQUESTED COMMISSION ACTION:

Consent	X Ordinance	Resolution	Consideration/ Discussion	Presentation
_____	_____	_____	_____	_____
<p>SHORT TITLE AN ORDINANCE AMENDING CHAPTER 36, "TAXATION AND FINANCE," OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH BY AMENDING SECTION 36.033, "SPECIAL PURPOSE ACCOUNTS," TO DELETE THE BUILDING CERTIFICATION/EDUCATION MAINTENANCE ACCOUNT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.</p>				

Summary of Purpose and Why:

Per direction for the City's Finance Director, Staff is recommending repealing Code of Ordinances §36.033(I) which mandates that a certificate maintenance fee from each building permit be deposited into a *Special Purpose Account*. The funds held in the "Building Certification/Education Maintenance Account" are to be utilized for education and training uses as well as other allowable expenditures (i.e. expedited services and overtime) as outlined in Code of Ordinances §152.12. Staff believes that separating these funds into a separate account, outside of the Building Inspection Division's main operation fund, is unnecessary and only creates an undue administrative burden, requiring multiple budget adjustments annually to transfer the funds for allowable purposes. In conjunction with the repeal of §36.033(I), Staff will establish a separate Building Permit Special Revenue Fund to account for 100% of the building permit function activities (effective October 1, 2015). Therefore effective October 1, 2015, the funds currently held in the "Building Certification/Education Maintenance Account" (approximately \$2.6 million), along with other building permit related surplus funds currently within the General Fund (approximately \$7 million), will be transferred to the newly created Building Permit Special Revenue Fund to be utilized for allowable purposes.

- (1) Origin of request for this action: Development Services Dept.
- (2) Primary staff contact: Robin M. Bird/ Karen Friedman *YBF* 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	06/29/2015	Approval	<i>[Signature]</i>
Finance Dept.	<u>6/30/15</u>	<i>approval</i>	<i>[Signature]</i>
City Attorney	06/16/2015	Approval	Memo #2015-1069 <i>[Signature]</i>
Budget	<u>7-6-15</u>	<i>Approval</i>	<i>[Signature]</i>
X City Manager	<i>[Signature]</i>		<i>[Signature]</i>

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



City Attorney's Communication #2015-1069
June 16, 2015

TO: Karen Friedman, AICP, Planner
FROM: Gordon B. Linn, City Attorney
RE: Ordinance Amending Section 36.033, "Special Purpose Accounts"

As requested in your memorandum of June 2, 2015, Department of Development Services Memorandum No. 15-287, the following form of Ordinance, relative to the above-referenced matter, has been prepared and is attached:

AN ORDINANCE AMENDING CHAPTER 36, "TAXATION AND FINANCE," OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH BY AMENDING SECTION 36.033, "SPECIAL PURPOSE ACCOUNTS," TO DELETE THE BUILDING CERTIFICATION/EDUCATION MAINTENANCE ACCOUNT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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



GORDON B. LINN

/jrm
l:cor/dev-srv/2015-1069

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 36, "TAXATION AND FINANCE," OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH BY AMENDING SECTION 36.033, "SPECIAL PURPOSE ACCOUNTS," TO DELETE THE BUILDING CERTIFICATION/EDUCATION MAINTENANCE ACCOUNT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Section 36.033, "Special Purpose Accounts," of Chapter 36, "Taxation and Finance," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 36.033 SPECIAL PURPOSE ACCOUNTS.

There are created the following special purpose accounts for the purposes specified. All monies received pursuant to this section shall be deposited with the Finance Department. Disbursements will be made by the Finance Department by means of a cash requisition system, imprest voucher system, or imprest checking system as the Director of Finance may consider necessary or appropriate.

...

~~(1) — Building certification/education maintenance account. The source of monies for this account shall come from the certification maintenance fee as set~~

~~forth in Chapter 152.12(C)(1) of the City of Pompano Beach Code of Ordinances. Monies from this account shall be reserved for education and schooling, seminars, etc., to maintain certification or personnel and licenses, as required by the South Florida Building Code and F.S. § 468.627(7) as currently enacted or as amended from time to time, special clerical training and other allowable expenditures as outlined in Chapter 152.12(C)(2) of the City of Pompano Beach Code of Ordinances.~~

...

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

SECTION 3. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/jrm
6/16/15
L:ord/ch36/2015-350

REQUESTED COMMISSION ACTION:

Consent	<input checked="" type="checkbox"/>	Ordinance	<input type="checkbox"/>	Resolution	<input type="checkbox"/>	Consideration/ Discussion	<input type="checkbox"/>	Presentation
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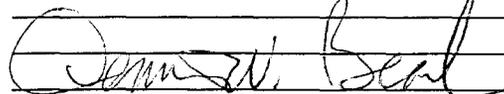
SHORT TITLE An ordinance of the City of Pompano Beach approving and authorizing the proper city officials to execute a sublease agreement between the City of Pompano Beach and the United States Coast Guard Auxiliary Flotilla 34, for a portion of the parcel currently leased by the City from the Florida Inland Navigation District, commonly known as Alsdorf Park.

Fiscal Impact: City to receive yearly rental fee of \$1.00.

Summary of Purpose and Why:

The attached agreement is an extension of the agreement originally entered into via Ordinance 2011-8, with the United States Coast Guard Auxiliary Flotilla 34 on November 9, 2010. The agreement leases a portion of the parcel currently leased by the City from the Florida Inland Navigation District, commonly known as Alsdorf Park to the United States Coast Guard Auxiliary Flotilla 34 for the purpose of conducting boating safety classes, public education, member training and other activities in support of the missions and operations of the United States Coast Guard. The extension agreement is for a term of three years to coincide with the Florida Inland Navigation District (FIND) agreement for Alsdorf Park.

- (1) Origin of request for this action: Staff initiated
- (2) Primary staff contact: Mark Beaudreau, Recreation Programs Administrator Ext. 4191
- (3) Expiration of contract, if applicable: The current Agreement expires Nov. 8, 2015, the extension agreement provides for an additional 3 year term to coincide with the FIND agreement.
- (4) Fiscal impact and source of funding: The city will receive a yearly rental fee of \$1 for the subleased area.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>Parks & Recreation</u>	<u>6-29-15</u>	<u>Approve</u>	<u>Mark Beaudreau</u>
<u>Finance</u>	<u>6-30-15</u>	<u>approval</u>	<u>S. Deble</u>
<u>Public Works</u>			
<u>Risk Management</u>	<u>6/30/15</u>	<u>approved</u>	<u>Ed Beech</u>
<u>City Attorney</u>	<u>6/29/15</u>		<u>Robert B. ...</u>
<u></u>			<u></u>

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 st Reading <u>7/14/15</u>	1 st Reading _____	Results: _____	Results: _____
2 nd Reading <u>7/28/15</u>	_____	_____	_____



MEMORANDUM

Parks, Recreation & Cultural Arts

MEMORANDUM 15-A092

DATE: June 24, 2015
TO: Dennis Beach, City Manager
FROM: Mark A. Beaudreau, Recreation Programs Administrator
SUBJECT: Agenda Item – Ordinance – Extension Agreement
U.S. Coast Guard Auxiliary Flotilla 34

Please place the attached ordinance on the July 14, City Commission Agenda. The attached agreement is an extension of the agreement originally entered into via Ordinance 2011-8, with the United States Coast Guard Auxiliary Flotilla 34 on November 9, 2010. The agreement leases a portion of the parcel currently leased by the City from the Florida Inland Navigation District, commonly known as Als Dorf Park to the United States Coast Gard Auxiliary Flotilla 34 for the purpose of conducting boating safety classes, public education, member training and other activities in support of the missions and operations of the United States Coast Guard. The extension agreement is for a term of three years, which will coincide with the Florida Inland Navigation District agreement. The United Sates Coast Guard will pay the city a yearly renal fee of \$1 for the subleased area payable to the city upon execution of the sublease agreement and payable on September 22, each year of the sublease agreement. The Florida Inland Navigation District Board will approve the sublease agreement at their July 18, board meeting.

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

MB/afh

Attachments

cc: Dennis Beach, City Manager
Golf Advisory Board



City Attorney's Communication #2015-1066
June 16, 2015

TO: Mark A. Beaudreau, Recreation Programs Administrator
FROM: Gordon B. Linn, City Attorney
RE: Extension Agreement – U.S. Coast Guard Auxiliary Flotilla 34

Pursuant to your memorandum dated June 9, 2015, Memorandum 15-A086, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Ordinance captioned as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN EXTENSION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE UNITED STATES COAST GUARD AUXILIARY FLOTILLA 34, FOR A PORTION OF THE PARCEL CURRENTLY LEASED BY THE CITY FROM THE FLORIDA INLAND NAVIGATION DISTRICT, COMMONLY KNOWN AS ALSDORF PARK; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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



GORDON B. LINN

GBL/jrm
l:cor/recr/2015-1066

Attachments

Anne Hollady

From: Richard Leys <rjleys@bellsouth.net>
Sent: Saturday, June 06, 2015 8:04 PM
To: Anne Hollady
Subject: RE: United States Coast Guard Auxiliary Flotilla 34

Anne,

Yes we do.

Richard

Richard J. Leys, SO-IS, FSO-IS
Division 3 Flotilla 4
US Coast Guard Auxiliary District 7
620 SE 5th Terrace
Pompano Beach, FL 33060-8128
rjleys@bellsouth.net
954-942-8108 home
954-942-8188 Fax
954-647-5512 Cell

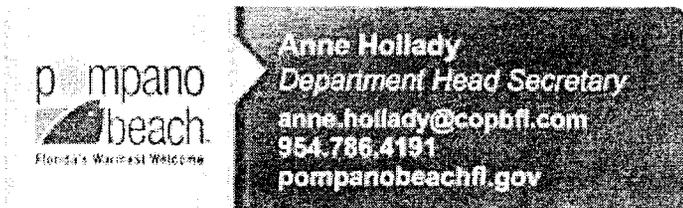
From: Anne Hollady [<mailto:Anne.Hollady@copbfl.com>]
Sent: Friday, June 5, 2015 3:11 PM
To: Gwen Leys (gsleysRN@bellsouth.net)
Subject: United States Coast Guard Auxiliary Flotilla 34

Gwen,

This email is actually for Richard. On behalf of the city I'm making contract regarding renewal of the Sublease agreement with the Coast Guard and the City, which expires 11/8/15. We would like to renew and just need confirmation that they want to renew too.

Thanks,

Anne



Anne Hollady

From: Janet Zimmerman <jzimmerman@aicw.org>
Sent: Wednesday, June 24, 2015 11:40 AM
To: Anne Hollady
Cc: Mark Beaudreau; Mark Crosley
Subject: RE: Extension Agreement US Coast Guard - City of Pompano Beach - Alsdorf Park

Anne,

The next FIND Board meeting is Saturday, July 18th. We'll place it on that agenda for Board consideration.
Thanks.

Sincerely,

Janet Zimmerman, Assistant Executive Director
Florida Inland Navigation District
1314 Marcinski Rd
Jupiter, FL 33477
561.627.3386

From: Anne Hollady [<mailto:Anne.Hollady@copbfl.com>]
Sent: Wednesday, June 24, 2015 10:43 AM
To: Janet Zimmerman
Cc: Mark Beaudreau
Subject: Extension Agreement US Coast Guard - City of Pompano Beach - Alsdorf Park

Janet,

At this time we have prepared an extension agreement with the United States Coast Guard Auxiliary Flotilla 34 to sublease a portion of the parcel currently leased by the City from FIND, commonly known as Alsdorf Park, for the purpose of conducting boating safety classes, public education, member training and other activities in support of the missions and operations of the United States Coast Guard. The agreement includes a Consent to Extension of Sublease for approval by FIND. When the original agreement was executed in November 2010, FIND agreed and executed the consent page. At this time I would like to ask if FIND is in agreement with extending the agreement and if you would be able to have page 5 of the extension agreement "Consent to Extension of Sublease" signed at the next FIND Board Meeting.

Please let me know as I'm looking to place the extension agreement on our July 14, City Commission agenda and the agreement is in the form of an ordinance, which needs a 10 day notice to the public.

Thank you for your assistance.

Anne

**CITY OF POMPANO BEACH, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED of a Public Hearing before the City Commission on **Tuesday, July 14, 2015 at 6:00 p.m.**, in the City Commission Chambers of the City Hall Complex, 100 West Atlantic Boulevard, Pompano Beach, Florida, to consider the Ordinance entitled:

P.H. 2015-85: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN EXTENSION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE UNITED STATES COAST GUARD AUXILIARY FLOTILLA 34, FOR A PORTION OF THE PARCEL CURRENTLY LEASED BY THE CITY FROM THE FLORIDA INLAND NAVIGATION DISTRICT, COMMONLY KNOWN AS ALSDORF PARK; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

The Ordinance is available for public inspection at the City Clerk's Office, 100 West Atlantic Boulevard, Suite 253, Pompano Beach, Florida 33060. All interested persons are urged to attend the Public Hearing, send a representative, or express their views by letter.

You may either be present in person at the Public Hearing, represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearing and govern yourselves accordingly.

Any person, who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting, will need a record of the proceedings and for this reason, may need to ensure that a verbatim record of the proceedings is made. This record will include the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 786-4611 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 or 1-800-955-8771.

**CITY OF POMPANO BEACH, FLORIDA
BY: ASCELETA HAMMOND, CMC, CITY CLERK**

**Published: July 2, 2015
Sun Sentinel**

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 EXTENSION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE UNITED STATES COAST GUARD AUXILIARY FLOTILLA 34, FOR A PORTION OF THE PARCEL CURRENTLY LEASED BY THE CITY FROM THE FLORIDA INLAND NAVIGATION DISTRICT, COMMONLY KNOWN AS ALSDORF PARK; 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 Extension Agreement for a portion of the parcel currently leased by the City from the Florida Inland Navigation District, commonly known as Alsdorf Park, between the City of Pompano Beach, Florida, and the United States Coast Guard Auxiliary Flotilla 34, a copy of which Extension 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 Extension Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/jrm
6/15/15
L:ord/2015-349

EXTENSION AGREEMENT

THIS IS AN EXTENSION AGREEMENT dated the _____ day of _____, 2015, between:

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

and

UNITED STATES COAST GUARD AUXILIARY FLOTILLA 34, an instrumentality of the Government of the United States, hereinafter referred to as "FLOTILLA 34."

WHEREAS, the parties entered into a Sublease Agreement of a portion of the parcel currently leased by the City from the Florida Inland Navigation District, commonly known as Alsdorf Park, for the purpose of conducting boating safety classes, public education, member training and other activities in support of the missions and operations of the United States Coast Guard, on November 19, 2010, ("Original Agreement"), and approved by City Ordinance No. 2011-8; and

WHEREAS, the parties desire to extend the term to March 1, 2018.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and FLOTILLA 34 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 November 19, 2010, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.

3. That the Original Agreement between CITY and FLOTILLA 34 to Sublease a portion of Alsdorf Park, formerly approved by Ordinance No. 2011-8, shall be extended to March 1, 2018.

4. All terms, covenants and conditions contained in the Original Agreement now existing between CITY and FLOTILLA 34, with the exception of the provisions above, shall remain unchanged, and the parties agree to keep, observe and perform all covenants and conditions contained therein.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

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

"FLOTILLA 34":

Witnesses:

UNITED STATES COAST GUARD
AUXILIARY FLOTILLA 34

Mark A. Bendrew

By: Richard J. Leys

Mark A. Bendrew
Print Name

RICHARD J. LEYS
Typed or Printed Name

[Signature]

Title: FINANCE OFFICER

Melanie Heminger
Print Name

(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

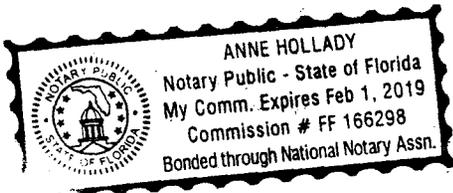
The foregoing instrument was acknowledged before me this 29 day of June, 2015, by Richard Leys as Finance officer of United States Coast Guard Auxiliary Flotilla 34, an instrumentality of the Government of the United States. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

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

FF 166298
Commission Number



CONSENT TO EXTENSION OF SUBLEASE

Florida Inland Navigation District (FIND) consents to the Extension Agreement for the subleasing of a portion of parcel MSA 727-B, a more particular description of said portion being attached hereto as Exhibit "B," now occupied by the CITY, under the terms of the Sublease Agreement. This consent is not a waiver of the restriction or limitation on subleasing of the Leased Premises by City without the consent of FIND, and FIND reserves the right to approve any future tenant with whom the CITY desires to make any additional sublease.

Dated this _____ day of _____, 2015.

Witnesses:

Florida Inland Navigation District

—

By: _____

Print Name: _____

As Chair

(SEAL)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by _____, as Chair of Florida Inland Navigation District, an independent special district organized under the law of the State of Florida, on behalf of said District. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

GBL/jrm
6/23/15
l:agr/rectr/2015-1065

Term: Nov. 9, 2010 -
Nov. 8, 2015

20

ORDINANCE NO. 2011- 8

**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 SUBLEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE UNITED STATES COAST GUARD AUXILIARY FLOTILLA 34, FOR A PORTION OF THE PARCEL CURRENTLY LEASED BY THE CITY FROM THE FLORIDA INLAND NAVIGATION DISTRICT, COMMONLY KNOWN AS ALSDORF PARK; 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 Sublease Agreement for a portion of the parcel currently leased by the City from the Florida Inland Navigation District, commonly known as Alsdorf Park, between the City of Pompano Beach, Florida, and the United States Coast Guard Auxiliary Flotilla 34, a copy of which Sublease 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 Sublease Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

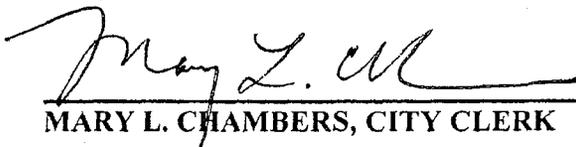
PASSED FIRST READING this 26th day of October, 2010.

PASSED SECOND READING this 9th day of November, 2010.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

EGR/ds
10/7/10
L:ord/2011-11

SUBLEASE AGREEMENT BETWEEN
THE CITY OF POMPANO BEACH
AND
US COAST GUARD AUXILIARY FLOTILLA 34

This Sublease Agreement made and entered into this 19 day of November, 2010, by and between the CITY OF POMPANO BEACH, a municipal corporation (hereinafter referred to as "CITY") and the UNITED STATES COAST GUARD AUXILIARY FLOTILLA 34, an instrumentality of the Government of the United States (hereinafter referred to as "FLOTILLA 34").

WITNESSETH:

WHEREAS, the CITY has entered into a lease agreement with the Florida Inland Navigation District, an independent special district organized under the laws of the State of Florida, (hereinafter "FIND"), relating to the lease by the CITY of that certain parcel of land in Broward County, Florida designated as MSA 727-B, as more particularly described in the lease agreement attached hereto as Exhibit "A" and incorporated herein by reference thereto (hereinafter referred to as the "Lease Agreement"), subject to an easement granted by FIND to the United States for use in connection with the improvement and maintenance of the Atlantic Intracoastal Waterway; and

WHEREAS, said Lease Agreement, dated March 1, 1973, as amended January 29, 1980; November 14, 1997; February 22, 2003; and July 9, 2008, and as extended from time to time by mutual agreement of the Parties, provides for the use of said parcel for recreational and conservation purposes, including, but not limited to the operation of a boat ramp and picnic area; and

WHEREAS, the Lease Agreement provides that no subletting or leasing shall occur and that no structures or improvements of any kind shall be placed upon said parcel of land without the prior written consent of FIND and, further, that any structures or improvements placed thereon with the consent of FIND must be completely removed at no expense to FIND within ninety (90) days after a request by FIND; and

WHEREAS, FLOTILLA 34 wishes to sublease a portion of parcel MSA 727-B, a more particular description of said portion being attached hereto as Exhibit "B" and incorporated herein by reference thereto, for the purpose of conducting boating safety classes, public education, member training and other activities in support of the missions and operations of the United States Coast Guard; and

WHEREAS, the CITY is of the opinion that such use of the portion of parcel MSA 727-B described in Exhibit B hereto by FLOTILLA 34 is in the public interest; and

WHEREAS, written conceptual consent of FIND has been obtained for both the sublease of the parcel and the placement of a modular building on the subleased premises and final

consent shall be obtained upon the execution by both parties of this sublease (hereinafter referred to as "Sublease Agreement");

NOW, THEREFORE, for and in consideration of the promises and benefits flowing through each party, the parties hereto do mutually agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The CITY does hereby sublease to FLOTILLA 34 a portion of the leased properties under the Lease Agreement as more particularly described on Exhibit "B" attached hereto and hereinafter referred to as the "Subleased Area." Unless extended or terminated in accordance with the provisions hereof, the term of this Sublease Agreement shall be five (5) years commencing on the date of execution of this document by both parties and ending five (5) years thereafter, or such earlier date of termination as shall be agreed to in writing by the CITY and FLOTILLA 34. The Subleased Area is sublet at a yearly rental of one dollar (\$1.00) payable to the CITY upon execution of this Sublease Agreement and thereafter on the 22nd day of September of each year of the Sublease Agreement. The Sublease Agreement may be extended for successive five (5) year terms provided all parties agree in writing to such extensions.
3. The Subleased Area and any improvements placed thereon are to be used strictly for the purposes of conducting boating safety classes, public education, member training and other activities in support of the missions and operations of the United States Coast Guard said classes, education, training and activities to be operated and maintained solely by FLOTILLA 34.
4. FLOTILLA 34 shall install and place a modular building structure and the appurtenant improvements, utilities, paths, landscaping, walkways, necessary for the aesthetic use of said structure, on the Subleased Area, subject to the condition that said structure and its appurtenances will be completely removed and said Subleased Area restored to the condition it was in as of the effective date of this Sublease at the expense of FLOTILLA 34 within ninety (90) days after the termination of this Sublease. FLOTILLA 34 agrees to: (1) make said improvements in accordance with applicable City of Pompano Beach Code requirements, including site plan approval, and in compliance with the Florida Building Code, and (2) to meet all applicable permit and inspection requirements. FLOTILLA 34 agrees that it shall bear the sole responsibility for any costs associated with the development, permitting, construction and removal of such structure.
5. The parties agree that this Sublease Agreement shall be subject and subordinate at all times to all of the covenants, agreements, terms, provisions and conditions of the Lease Agreement. Neither the City nor FLOTILLA 34 shall do or permit anything to be done in connection with this Sublease Agreement or FLOTILLA 34's occupancy and use of the Subleased Area which will violate the Lease Agreement. All actions of FLOTILLA 34 shall be consistent with the CITY's obligations under the Lease Agreement.

6. The parties agree that this Sublease may be terminated by ninety (90) days written notice by any party. The City may terminate this Sublease Agreement immediately upon any breach of the terms of this Sublease Agreement by FLOTILLA 34.

7. The City agrees to provide FLOTILLA 34 with four (4) parking permits for use in the metered parking spaces currently existing on the premises covered in the Lease Agreement (Parcel MSA 727-B) by FLOTILLA 34 employees, staff and other representatives for parking of vehicles without trailers at no cost. The parties agree to mutually cooperate with respect to resolving any issue with respect to adequate parking spaces which may be required pursuant to the City's rules and Code of Ordinances. The parties agree and acknowledge, however, that CITY shall not be obligated to expend any sum of money for the purpose of satisfying the parking requirements associated with the modular building structure provided for in this Sublease Agreement and further agree that in the event that additional costs must be expended to satisfy the parking requirements, including but not limited to the restriping, reconfiguration or construction of any ramps on the current parking facility located on the premises covered in the Lease Agreement (Parcel MSA 727-B), the same will be borne entirely by FLOTILLA 34.

8. At the expiration of the term of this Sublease Agreement, unless such term is extended by the parties pursuant to a written amendment hereto and a written amendment extending the Lease Agreement, FLOTILLA 34 will voluntarily vacate the Sublease Area after restoring the same to its condition on the effective date of this Sublease Agreement at the expense of FLOTILLA 34

9. FLOTILLA 34 shall not have the right to sublet all or any part of the Subleased Area or any facilities constructed thereon, or to assign all or any part of the Subleased Area or any facilities constructed thereon, without the prior written consent of the CITY.

10. FLOTILLA 34 agrees to be responsible for and timely pay all utilities in a timely manner in connection with its use of the Subleased Area throughout the term of this Sublease. The City agrees to assist in the cost of connecting the modular building structures to existing utilities for electric, water, and wastewater by providing the necessary labor that is reasonably within the capabilities of the City. The material cost of utilities installation will be the responsibility of FLOTILLA 34. FLOTILLA 34 expressly agrees that it shall be responsible for the cost of any and all plans and permits necessary to make the above-referenced utilities connections.

11. The parties recognize that the Subleased Area is exempt from property taxes in accordance with Florida law and CITY and FLOTILLA 34 shall make all necessary filing to maintain such exemptions. FLOTILLA 34 shall maintain such property tax exemption by continuing to use the Subleased Area to serve a "valid public purpose" within the meaning of Chapter 196, Florida Statutes. In the event that such property tax exemption should be discontinued, FLOTILLA 34 agrees to pay all applicable taxes for the Subleased Area in a timely manner throughout the term of this Sublease.

12. FLOTILLA 34 hereby accepts the Subleased Area in its "as is" condition at the beginning of this Sublease Agreement subject to the use by the United States for spoil disposal in

accordance with the aforementioned easement. The City makes no representations or warranties to FLOTILLA 34 as to the condition of the Subleased Area or as to its habitability or fitness for a particular use or purpose and FLOTILLA 34 assumes all risk with respect to same. FLOTILLA 34 agrees to maintain the Subleased Area in a safe and sanitary and clean condition throughout the term of this Sublease.

13. FLOTILLA 34, as an instrumentality of the United States as set forth in 14 U.S.C. Section 821, does not carry liability insurance, auto insurance or worker's compensation insurance inasmuch as the United States Government "self insures" for such liability exposure. FLOTILLA 34 shall be liable, to the extent provided by the Federal Tort Claims Act, 28 U.S.C. Section 2671 et seq., and shall defend and hold harmless the CITY and FIND, for death, personal injury and damage to property proximately caused by the act or omission of FLOTILLA 34 or its members, assigned to duty and acting within the course and scope of such duty, as set forth in 14 U.S.C. Section 823a, in connection with the use of the modular building to be placed on a portion of the Subleased Area and its appurtenant facilities by FLOTILLA 34 for official Auxiliary purposes.

14. FLOTILLA 34 shall take any and all necessary and reasonable precautions to protect the Subleased Area and any improvements installed thereon from inclement weather and shall exercise appropriate and reasonable precautions to protect said Subleased Area, improvements and environs in the event of severe weather.

15. FLOTILLA 34 agrees to strictly comply with all rules, regulations, ordinances and requirements of the City, the State of Florida, or by a governmental agency having jurisdiction over the Subleased Area.

16. The CITY may enter the premises at any reasonable time, upon adequate notice to FLOTILLA 34 (except that no notice need be given in the case of an emergency) for the purpose of examining and inspecting the Subleased Area.

17. This Sublease Agreement, together with the Exhibits hereto, shall constitute the entire agreement between the parties.

18. This Sublease Agreement shall be enforced and interpreted under the laws of the State of Florida. Venue for all legal actions shall be in Broward County, Florida.

19. This Sublease Agreement shall become effective upon review upon execution by both parties.

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

"CITY":

CITY OF POMPANO BEACH

Witnesses:

Christine Woodka

By: [Signature]
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]

MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
GORDON B. LINN, CITY ATTORNEY

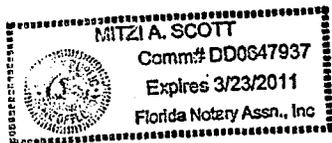
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19 day of November, 2010 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Mitzi A. Scott
(Name of Acknowledger Typed, Printed or Stamped)



Commission Number

"U.S. Coast Guard Auxiliary Flotilla 34":

Witnesses:

[Signature]
Scott Moore
Elizabeth Taborda
Elizabeth Taborda

U.S. Coast Guard Auxiliary Flotilla 34

By: Richard J. Leep, Flotilla Finance Officer for
ROBERT ULESKI

Typed or Printed Name

Title: FLOTILLA COMMANDER

Approved As To Form:

[Signature]
ANDY ANDERSON, US COAST GUARD LEGAL COUNSEL

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13 day of Oct, 2010 by Richard J. Leep as Flotilla Commander of U.S. Coast Guard Auxiliary Flotilla 34, an instrumentality of the Government of the United States on behalf of said organization. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

NOTARY PUBLIC - STATE OF FLORIDA
Anne Hollady
Commission # DD623822
Expires: FEB. 01, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Richard Leys

From: Robert Uleski [bobul2004@yahoo.com]
Sent: Tuesday, October 12, 2010 4:01 PM
To: Richard Leys
Subject: Signiture for new Flotilla building lease

Richard,
This email is to authorize you to sign on my behalf for the new Flotilla 3-4 building lease from the city of Pompano Beach.

Thank you,

Bob Uleski, FC
Flotilla 03-04, Pompano Beach
Cell: 954-740-3748

CONSENT TO SUBLEASE

Florida Inland Navigation District (FIND) consents to the subleasing of a portion of parcel MSA 727-B, a more particular description of said portion being attached hereto as Exhibit "B", now occupied by the CITY, under the terms of the foregoing Sublease Agreement. This consent is not a waiver of the restriction or limitation on subleasing of the Leased Premises by City without the consent of FIND, and FIND reserves the right to approve any future tenant with whom the CITY desires to make any additional sublease.

Dated this 16th day of October, 2010.

Witnesses:

[Signature]
[Signature]

Florida Inland Navigation District

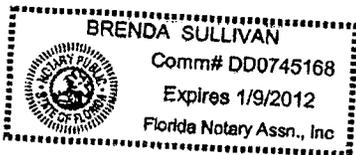
By: [Signature]
Jerry H. Sansom, Chair

(SEAL)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 16th day of October, 2010 by Jerry H. Sansom, as Chair of Florida Inland Navigation District, an independent special district organized under the law of the State of Florida, on behalf of said District. He/she is personally known to me or who has produced personally known (type of identification) as identification.

NOTARY'S SEAL:



Brenda Sullivan
NOTARY PUBLIC, STATE OF FLORIDA

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

DD 0745 168
Commission Number

EGR
9/13/10
l:agr/recr/2010-1692

Exhibit A

RESOLUTION NO. 2013-279

**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 REINSTATEMENT AND LEASE EXTENSION AGREEMENT NO. 4 BETWEEN THE BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Reinstatement and Lease Extension Agreement No. 4 between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach providing for a five-year extension to the Lease Agreement, approved by Resolution No. 73-49, a copy of which Reinstatement and Lease Extension 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 Reinstatement and Lease Extension Agreement No. 4 between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 11th day of June, 2013.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

PLEASE RETURN TO:
Mary L. Chambers, MMC
City Clerk
P.O. Drawer 1300, Suite 253
Pompano Beach, FL 33061

REINSTATEMENT AND
LEASE EXTENSION AGREEMENT NO. 4

WHEREAS, by Lease Agreement dated the 1st day of March, 1973, and amended on the 29th day of January, 1980, the BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT (LESSOR”), an independent district of the State of Florida, did lease to the CITY OF POMPAÑO BEACH (“LESSEE”), a municipal corporation under the Laws of the State of Florida, a parcel of land in the City of Pompano Beach, Broward County, Florida designated as MSA 727B, to permit the use of said parcel for recreational and conservation purposes, subject to all prior rights of LESSOR and the easement of the United States of America for the management of dredge material; and

WHEREAS, by Lease Extension Agreement dated the 14th day of November 1997, the LESSOR and the LESSEE modified and extended the aforementioned lease for an additional term of five (5) years; and

WHEREAS, by Lease Extension Agreement No. 2 dated the 22nd day of February 2003, the LESSOR and the LESSEE modified and extended the aforementioned lease for an additional term of five (5) years; and

WHEREAS, by Lease Extension Agreement No. 3 dated the 9th day of July 2008, the LESSOR and the LESSEE modified and extended the aforementioned lease for an additional term of five (5) years; and

WHEREAS, the Lease, as extended, has lapsed without renewal; and

WHEREAS, the parties desire to reinstate and to extend the term of the Lease for an additional term of five (5) years.

NOW THEREFORE, IT IS AGREED between the parties hereto that subject to the conditions stated herein, the aforementioned Lease Agreement is reinstated and extended for an additional term of five (5) years to March 1, 2018, for use by the LESSEE for recreational and conservation purposes and upon the condition that no structures or improvements of any kind are to be placed on said land without prior written consent of LESSOR and that any structures or improvements placed thereon with LESSOR's consent are to be completely removed at LESSEE's expense within thirty (30) days after request therefor.

In all other respects the terms and conditions of the original Lease Agreement between the parties dated March 1, 1973 and amended on January 29, 1980, the Lease Extension Agreement between the parties dated November 14, 1997, the Lease Extension Agreement between the parties dated February 22, 2003, and the Lease Extension Agreement between the parties dated July 9, 2008 shall remain in full force and effect during this extended term of the Lease.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 24th day of June, 2013.

"LESSOR"

Witnessed and Attested to by:

Florida Inland Navigation District

Brenda Sullivan

David K. Roach
By: David K. Roach, Executive Director

Brenda Sullivan

"LESSEE":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Manes

By: [Signature]
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: [Signature]
DENNIS W. BEACH
CITY MANAGER

Attest:

[Signature]
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

[Signature]
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of June, 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 is personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

:jrm
5/30/13
L:agr/recr/2013-1120

RESOLUTION NO. 2008-201

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 LEASE EXTENSION AGREEMENT NO. 3 BETWEEN THE BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Lease Extension Agreement No. 3 between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach providing for a five-year extension to the Lease Agreement, approved by Resolution No. 73-49, a copy of which Lease Extension Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

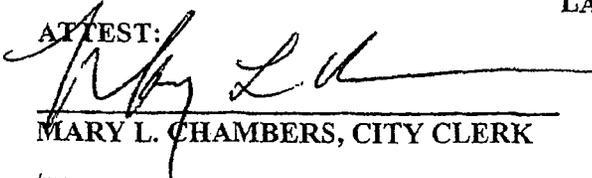
SECTION 2. That the proper City officials are hereby authorized to execute said Lease Extension Agreement No. 3 between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 10th day of June, 2008.


LAMAR FISHER, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

/jlm
3/5/08
1 reso/2008-130

Mary L. Chambers, CMC
City Clerk
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33060

LEASE EXTENSION AGREEMENT No. 3

WHEREAS, by Lease Agreement dated the 1st day of March, 1973, and amended on the 29th day of January, 1980, the BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT (LESSOR"), an independent district of the State of Florida, did lease to the CITY OF POMPANO BEACH ("LESSEE"), a municipal corporation under the Laws of the State of Florida, a parcel of land in the City of Pompano Beach, Broward County, Florida designated as MSA 727B, to permit the use of said parcel for recreational and conservation purposes, subject to all prior rights of LESSOR and the easement of the United States of America for the management of dredge material; and

WHEREAS, by Lease Extension Agreement dated the 14th day of November 1997, the LESSOR and the LESSEE modified and extended the aforementioned lease for an additional term of five (5) years; and

WHEREAS, by Lease Extension Agreement No. 2 dated the 22nd day of February 2003, the LESSOR and the LESSEE modified and extended the aforementioned lease for an additional term of five (5) years; and

NOW THEREFORE, IT IS AGREED between the parties hereto that subject to the conditions stated herein, the aforementioned Lease Agreement is extended for an additional term of five (5) years to March 1, 2013 for use by the LESSEE for recreational and conservation purposes and upon the condition that no structures or improvements of any kind are to be placed on said land without prior written consent of LESSOR and that any structures or improvements placed thereon with LESSOR's consent are to be completely removed at LESSEE's expense within thirty (30) days after request therefor.

In all other respects the terms and conditions of the original Lease Agreement between the parties dated March 1, 1973 and amended on January 29th, 1980, the Lease Extension Agreement between the parties dated November 14, 1997, and Lease Extension Agreement between the parties dated February 22, 2003 shall remain in full force and effect during this extended term of the Lease.

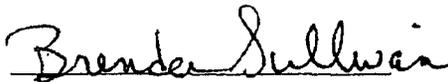
IN WITNESS WHEREOF the parties hereto have set their hands and seals this 9th day of July, 2008.

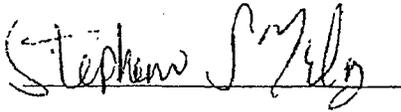
Witnessed and Attested to by:



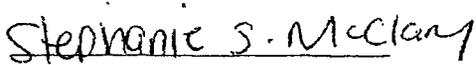
Florida Inland Navigation District

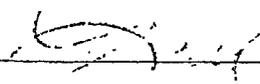

By: David K. Roach, Executive Director





City of Pompano Beach




By: Lamar Fisher

Title: Mayor

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Maria H. Saverly
Signature

By: [Signature]
LAMAR FISHER, MAYOR

Shelley R. Bartholomew
Signature

By: [Signature]
KEITH CHADWELL
CITY MANAGER

Attest:
[Signature]
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

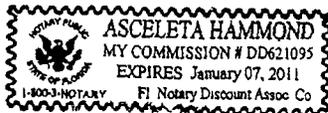
The foregoing instrument was acknowledged before me this 16th day of June, 2007 by **LAMAR FISHER**, as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

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

Commission Number

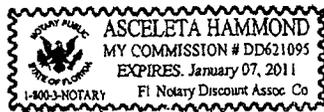


STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of June, 2007 by **KEITH CHADWELL**, as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

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

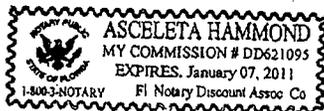
Commission Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of June, 2007 by **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

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

Commission Number

orig. 5

RESOLUTION NO. 2003- 109

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 LEASE EXTENSION AGREEMENT NO. 2 BETWEEN THE BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

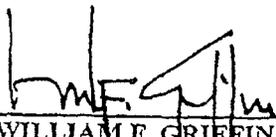
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

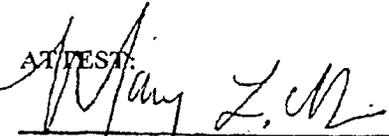
SECTION 1: That a Lease Extension Agreement No. 2 between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach providing for a five-year extension to the Lease Agreement, approved by Resolution No. 73-49, a copy of which Lease Extension Agreement is attached 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 Lease Extension Agreement No. 2 between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach.

SECTION 3: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 28th day of January, 2003.


WILLIAM F. GRIFFIN, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

l/jm
1/6/03
l reso/2003-90

LEASE EXTENSION AGREEMENT No. 2

WHEREAS, by Lease Agreement dated the 1st day of March, 1973, and amended on the 29th day of January, 1980, the BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT (LESSOR"), an independent district of the State of Florida, did lease to the CITY OF POMPANO BEACH ("LESSEE"), a municipal corporation under the Laws of the State of Florida, a parcel of land in the City of Pompano Beach, Broward County, Florida designated as MSA 727B, to permit the use of said parcel for recreational and conservation purposes, subject to all prior rights of LESSOR and the easement of the United States of America for the management of dredge material; and

WHEREAS, by Lease Extension Agreement dated the 14th day of November 1997, the LESSOR and the LESSEE modified and extended the aforementioned lease for an additional term of five (5) years.

NOW THEREFORE, IT IS AGREED between the parties hereto that subject to the conditions stated herein, the aforementioned Lease Agreement is extended for an additional term of five (5) years to March 1, 2008 for use by the LESSEE for recreational and conservation purposes and upon the condition that no structures or improvements of any kind are to be placed on said land without prior written consent of LESSOR and that any structures or improvements placed thereon with LESSOR's consent are to be completely removed at LESSEE's expense within thirty (30) days after request therefor.

In all other respects the terms and conditions of the original Lease Agreement between the parties dated March 1, 1973, and amended on January 29th, 1980, and the Lease Extension Agreement between the parties dated November 14, 1997, shall remain in full force and effect during this extended term of the Lease.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 22 day of February, 2003;

Witnessed and Attested to by:

Florida Inland Navigation District

Thomas A. Schubert

Cathleen C. Vogel
By: Cathleen C. Vogel, Chair

Walid Ahmad

City of Pompano Beach

William F. Griffin
By: William F. Griffin

Title: Mayor

Lease Extension Agreement between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach

"CITY":

Witnesses:

Jeanne Bochan
Signature

Shirley R. Bartholomew
Signature

CITY OF POMPANO BEACH

By: William F. Griffin
WILLIAM F. GRIFFIN, MAYOR

By: C. William Hargett, Jr.
C. WILLIAM HARGETT, JR.,
CITY MANAGER

Attest:

Mary L. Chambers
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

Gordon B. Linn
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31st day of January, 2003 by **WILLIAM F. GRIFFIN**, as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

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

Commission Number



Lease Extension Agreement between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31st day of January, 2003 by **C. WILLIAM HARGETT, JR.**, as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

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

Commission Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31st day of January, 2003 by **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

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

Commission Number

Lease Extension Agreement between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach

"FLORIDA INLAND NAVIGATION DISTRICT":

Witness and Attested to by:

FLORIDA INLAND NAVIGATION DISTRICT, through its BOARD OF COMMISSIONERS

Thomas A. Strickland

By: Cathleen C. Vogel
Chair

STATE OF FLORIDA

COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me this 22nd day of February, 2003 by Cathleen C. Vogel Chair of the Florida

Inland Navigation District. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Susan D. Smith
NOTARY PUBLIC, STATE OF FLORIDA

Susan D. Smith
(Name of Acknowledger Typed, Printed or Stamped)

CC 817677
Commission Number

RESOLUTION NO. 98- 23

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 LEASE EXTENSION AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That a Lease Extension Agreement between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach providing for a five-year extension to the Lease Agreement, approved by Resolution No. 73-49, a copy of which Lease Extension Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

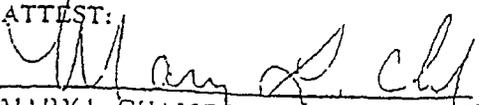
SECTION 2: That the proper City officials are hereby authorized to execute said Lease Extension Agreement between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach.

SECTION 3: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 28th day of October, 1997.



WILLIAM F. GRIFFIN, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

and
10/28/97
10/28/97

LEASE EXTENSION AGREEMENT

WHEREAS, by Lease Agreement dated the 1st day of March, 1973, the BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT ("LESSOR"), a body corporate under the Laws of the State of Florida, did lease to the CITY OF POMPANO BEACH ("LESSEE"), a body corporate under the Laws of the State of Florida, a parcel of land in Broward County, Florida designated as MSA 727-B, to permit the use of said parcel for boating and recreational purposes, subject to all prior rights of LESSOR and the easement of the United States of America for the disposal of spoil.

IT IS AGREED between the parties hereto that subject to the conditions stated herein, the aforementioned Lease Agreement is extended for an additional term of five (5) years from March 1, 1998 for use by the LESSEE for boating and recreational purposes and uses incidental thereto, and upon condition that no structures or improvements of any kind are to be placed on said land without prior written consent of LESSOR and that any such structures or improvements placed thereon with LESSOR's consent are to be completely removed at the LESSEE's expense within thirty (30) days after request therefor; and

In all other respects the terms and conditions of the original Lease Agreement between the parties dated March 1, 1973 and amended on January 29, 1980, shall remain in full force and effect during this extended term of the Lease.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 14 day of November, 1997.

Witnessed and Attested to by:

Florida Inland Navigation District

Deborah M. Sullivan

Ann Shorstein

By: Ann Shorstein, Chair

April Boyd

Robert E. Quinn

City of Pompano Beach

William F. Griffin

William F. Griffin

By: William F. Griffin

Title: Mayor

Lease Extension Agreement between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

14 day of November, 1997.

"LESSOR":

Witnessed and Attested by:

April Boyd

FLORIDA INLAND NAVIGATION DISTRICT

By: Ann Shorstein
Ann Shorstein, Chair

Jeremy K. Kimball

STATE OF FLORIDA

COUNTY OF Deval

The foregoing instrument was acknowledged before me this 14th day of November, 1997 by Ann Shorstein, as Chair of THE FLORIDA INLAND NAVIGATION DISTRICT. ~~He~~she is personally known to me or who has produced _____

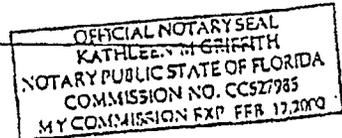
(type of identification) as identification.

NOTARY'S SEAL:

Kathleen M. Griffith
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

Kathleen M. Griffith
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



Lease Extension Agreement between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach

"LESSEE":

Witnesses:

Robert E. Quinn

Shelby L. Bartholomew

CITY OF POMPANO BEACH

By: William F. Griffin
William F. Griffin, Mayor

By: C. William Hargett
C. William Hargett, City Manager

Attest:

Mary L. Chambers
Mary L. Chambers, City Clerk

(SEAL)

Approved by:

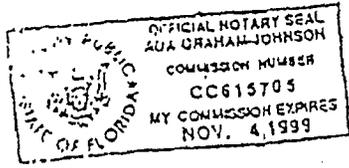
Gordon B. Linn
Gordon B. Linn, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of November, 1997 by WILLIAM F. GRIFFIN as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

Ava Graham Johnson
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)



(Name of Acknowledger Typed, Printed or Stamped)

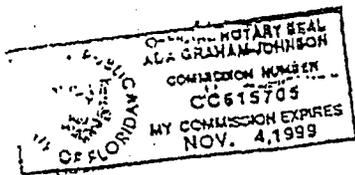
Commission Number

Lease Extension Agreement between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of November, 1997 by C. WILLIAM HARGETT, JR. as City Manager of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Ada Graham Johnson
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

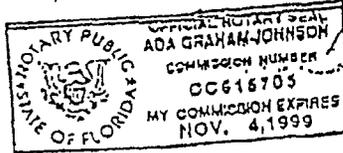
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of November, 1997 by MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Ada Graham Johnson
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION DIRECTED TO FLORIDA INLAND
NAVIGATION DISTRICT (FIND) REGARDING SPOILS
AREA LOCATED ON NORTHEAST 14TH ST. CSWY. AT
THE INTRACOASTAL WATERWAY.

WHEREAS, the City desires to improve FIND property
located in Pompano Beach at Northeast 14th Street CSwy., known as
MSA 727-B, for a boat launch and picnic recreational project;

WHEREAS, the City five year lease on use of said
property will expire in November, 1973, and the City seeks a new
twenty-five year lease on said property, and,

WHEREAS, FIND encourages the use of spoils land for the
general recreational purposes of the community and supports a
boat launching project; now, therefore,

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

SECTION 1: It is the present intantion of the City
Commission of the City of Pompano Beach, Florida, to (a) enter
into a twenty-five year lease with FIND for use of FIND property
MSA 727-B on the same terms and conditions that are provided for
in the existing five year lease between FIND and the City;
(b) immediately upon said execution proceed with the development
of said property in accordance with the attached preliminary
drawing; (c) to thereafter submit a final development plan for
FIND approval before starting construction.

PASSED AND ADOPTED this 5th day of December, 1972.


J. MAXIM RYDER, Mayor

ATTEST:


JUDY OWEN, City Clerk

LEASE AGREEMENT

FOR

MSA 727-B

THIS LEASE AGREEMENT made this 15th day of March, 1973, between the BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT, a body corporate under the laws of Florida, hereinafter referred to as Lessor, and the CITY OF POMPANO BEACH, a municipal corporation under the laws of Florida, hereinafter referred to as "Lessee".

WHEREAS, the Lessor purchased a parcel of land in Broward County, Florida, designated as MSA 727-B, a description of which is attached hereto as Exhibit "A" and made a part hereof, and a survey or map of said property is also attached hereto and made a part hereof as Exhibit "B", for use by the United States in connection with the improvement and maintenance of the Intra-coastal Waterway from Jacksonville to Miami, Florida, and now holds the title thereto subject to an easement heretofore granted by it to the United States of America for such use; and

WHEREAS, said parcel of land is subject to immediate occupancy and use at any time by the United States pursuant to said easement and the Lessee has requested the Lessor to permit it to use said parcel of land for recreational or conservational purposes subject to said prior right and easement of the United States and to the terms and conditions of this lease; and

WHEREAS, the Lessor is of the opinion that such use by the Lessee is in the public interest and should be granted for a limited term at a nominal rental subject only to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, it is agreed by the parties hereto:

I. SUBJECT to conditions stated herein, the Lessor does hereby lease the above-mentioned parcel of land as is and in its existing condition to the Lessee for a term of twenty-five (25) years from the date hereof for use by the

On Spanish Beach solely for boating and recreational purposes and upon condition that no structures or improvements of any kind are to be placed upon said land without prior written consent of the Lessor and that any such structures or improvements placed thereon with Lessor's consent are to be completely removed at Lessee's expense within ninety (90) days after request therefor by Lessor.

2. Upon and SUBJECT to the terms and conditions stated herein, which it agrees to perform and abide by, the Lessee does hereby lease said parcel of land from the Lessor and further agrees:

- (a) To accept the leased premises as is and in its existing condition subject to the use by the United States for spoil disposal in accordance with the aforesaid easement.
- (b) To promptly pay in advance the annual rental of ONE DOLLAR (\$1.00).
- (c) Not to permit or suffer any waste in or upon said premises; to strictly comply with any and all rules, regulations and requirements that may be imposed from time to time by virtue of the laws of the State of Florida, or any rules and regulations of any governmental agency having jurisdiction over the leased premises.
- (d) To permit the Lessor, or its duly authorized agents, free access to the leased premises at any and all reasonable times for the purpose of examining and inspecting same.
- (e) Not to assign or sublet this lease, or any portion of the leased premises, without the written consent of the Lessor, except as herein provided.
- (f) Not to permit the use of said premises for purposes other than for recreational purposes as herein provided.
- (g) To make no unlawful, improper, or offensive use of the premises.
- (h) At the termination of this lease, by lapse of time or otherwise, to yield immediate possession to the Lessor.
- (i) To pay any and all taxes levied upon the leased premises during the terms of this lease.

(l) To save the Lessor harmless from and all liability loss, damage, claim, action, costs, and attorney's fees resulting from or caused by any claim, loss, or damage to person or property on or about or by reason of said leased premises.

(k) That, upon the request of the Lessor, the Lessee, the City of Pompano Beach, agrees to remove any and all dredge spoil, placed on MSA's 726, 726B, 726C, and 727C from the Intracoastal Waterway Project, to other locations on city property, at its own expense. (MSA's 726, 726B, and 726C are located immediately south of N.E. 24th Street, and MSA 727C is located immediately north of N.E. 12th Street.)

3. This lease may be terminated by notice in writing by one party thereto to the other upon ninety (90) days notice.

4. The Lessee agrees to save the Lessor harmless from any liability by reason of property damages or personal liability to any person or persons, firm or corporation on or about said premises, and to carry indemnity insurance as protection against said liability for the protection of the Lessor with a reputable insurance company to be approved by the Treasurer of the Lessor, with \$250,000.00 — \$500,000.00 limits, such policies to be deposited with and receipted payment of premiums thereof sent to the said Treasurer during the term of this lease, or any extension thereof. It is also mutually agreed that the policy limits above-referred-to shall be reviewed every five (5) years and, if the Lessor finds the limits inadequate, that they will be increased to an amount satisfactory to the Lessor in order to secure adequate coverage for the protection of the Lessor.

5. This lease supercedes and cancels a previous lease dated November 12, 1968, between the same parties hereto and upon the same property which prior lease ran for a term of five (5) years, and it is mutually agreed by the parties hereto that, upon the execution of this lease, the previous lease shall become null and void, and shall no longer be of any force or effect, and shall be completely cancelled thereby.

IN WITNESS WHEREOF, the parties hereto set their hands and seals on the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]

Geo E. [Signature]

John G. Cartwright
JOHN G. CARTWRIGHT, City Manager

[Signature]
S. CHARLES ADAMS, City Attorney

BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT

By: [Signature] (Seal)
Chairman

Attest: [Signature] (Seal)
Secretary

CITY OF POMPANO BEACH

By: [Signature] (Seal)
M. MAXIM RYBER, Mayor

Attest: [Signature] (Seal)
JUNE OWEN, City Clerk

LEASE AGREEMENT

FOR

MSA 727-B

EXHIBIT "A"

MSA 727-B

The Southeast Quarter of the Northwest Quarter of the
Southeast Quarter of Section 30, Township 48 South, Range 43, lying
West of the westerly right-of-way of the Intracoastal Waterway as said
right-of-way is shown on Page 6-c of Plat Book 17, Broward County
Public Records, less and except the South 50 feet thereof.

RESOLUTION NO. 99- 151

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LEASE EXTENSION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MERRITT'S BOAT AND ENGINE WORKS, INC. FOR LEASE OF LAND LYING UNDER CALIBAN CANAL AND WATER RIGHTS CONNECTED THERETO FOR BOATING, RECREATIONAL, CONSERVATIONAL AND MARINE PURPOSES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach held a twenty-five (25) year lease with the Florida Inland Navigation District dated March 1, 1973; and

WHEREAS, the City of Pompano Beach entered into a Lease Extension Agreement with the Florida Inland Navigation District for an additional five (5) year term from March 1, 1998, approved by City of Pompano Beach Resolution No.98-23; and

WHEREAS, the City of Pompano Beach and Merritt's Boat and Engine Works, Inc. are desirous of renewing their Lease for approximately the same period of time commencing January 10, 1999 until February 28, 2003; now, therefore,

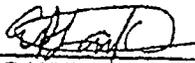
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That a Lease Extension Agreement between the City of Pompano Beach and Merritt's Boat and Engine Works, Inc. providing for an extension to the Lease Agreement, approved by Resolution No. 73-49, a copy of which Lease Extension 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 Lease Extension Agreement between the City of Pompano Beach and Merritt's Boat and Engine Works, Inc.

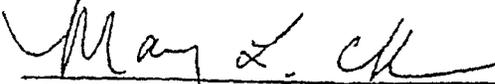
SECTION 3: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 23rd day of March, 1999.



E. PAT LARKINS, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

rand
3/9/99
l:reso199-226s

LEASE EXTENSION AGREEMENT

THIS LEASE EXTENSION AGREEMENT, made and entered into this 23rd
day of March, 1999, by and between:

CITY OF POMPANO BEACH, FLORIDA, a municipal corporation, under the laws of the State of Florida, hereinafter referred to as "LESSEE"

and

MERRITT'S BOAT AND ENGINE WORKS, INC., a Florida corporation, hereinafter referred to as "LESSOR".

WHEREAS, LESSOR holds title to a portion of the property known as the "Caliban Canal", more particularly described in the following:

- #1 That portion of the NE ¼ of the NW ¼ of the SE ¼ lying North of the North line of Rock Road, and lying South of the most Northerly edge of that certain canal (known as the Boar Basin Canal) running East to West through said land, O.R. Book 2312, Page 133, Broward County Records.
- #2 Beginning at the SE corner of the E ½ of the NE ¼ of the NW ¼ of the SE ¼, run North 309.56 feet to the South line of the road right-of-way, then West 31.43 feet, then South 309.56 feet to the Southern boundary, thence East to Point of Beginning, O.R. Book 2312, Page 133, Broward County Records.
- #3 That portion of the NW ¼ of the NE ¼ of the SE ¼ lying West of the right-of-way of the Intracoastal Canal and lying South of the most Northerly edge of that certain canal (known as the Boat Basin Canal) running East to West, through said land from the Intracoastal Waterway. Said parcels lying in Section 30, Township 48 South, Range 43 East, as recorded in O.R. Book 2312, Page 133, Broward County Records.

WHEREAS, LESSEE and LESSOR entered into an agreement to lease the Caliban Canal and said lease was recorded in Official Records Book 5823, page 1653 of the Public Records of Broward County, Florida, hereinafter referred to as "The Lease"; and

WHEREAS, LESSEE has requested LESSOR to continue to permit it to use and lease said parcel of land lying under the Caliban Canal and the water rights connected thereto for recreational or conservational purposes subject to the terms and conditions of this Lease; and

WHEREAS, the Lease gave an option to LESSEE to renew the Lease for the same period of time as any renewed Lease between LESSEE and Florida Inland Navigation District; and

WHEREAS, LESSEE entered into a Lease Extension Agreement with the Florida Inland Navigation District for an additional five (5) year term from March 1, 1998, approved by City of Pompano Beach Resolution No.98-23, and the parties hereto are desirous of renewing the Lease so that both leases will terminate on or about the same time;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreement herein contained, it is agreed by the parties hereto:

1. The Lease Agreement entered into on January 10, 1974 (adopted by City of Pompano Beach Resolution No. 74-296), for the above-mentioned parcel of land lying under the Caliban Canal and the water rights connected thereto is hereby extended for an additional term commencing January 10, 1999 until February 28, 2003 subject to all the terms and conditions set forth in the Lease.

2. All the terms, covenants and conditions contained in the Lease, a copy of which is attached hereto and made a part hereof, with the exception of the provision of the extension herein granted, shall remain unchanged and the parties agree to keep, observe and perform all covenants and conditions contained therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

"LESSOR":

Signed, sealed and delivered in the presence of:

MERRITT'S BOAT AND ENGINE WORKS, INC.

Christine Mercure
Christine Mercure
Typed, Stamped or Printed Name

By: [Signature]
Roy Merritt
Typed, Stamped or Printed Name

Anita Garvey
ANITA GARVEY
Typed, Stamped or Printed Name

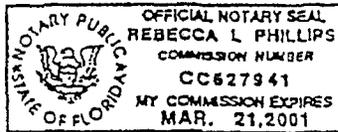
Title: Vice-President

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12 day of March, 1999 by Roy Merritt as Vice-President of the MERRITT'S BOAT AND ENGINE WORKS INC., a Florida corporation on behalf of said corporation. He/she is personally known to me or who has produced personally known (type of identification) as identification.

NOTARY'S SEAL:



Rebecca L. Phillips
NOTARY PUBLIC, STATE OF FLORIDA
REBECCA L. PHILLIPS
(Name of Acknowledger Typed, Printed or Stamped)
CC627941
Commission Number

"LESSEE"

Witnesses:

Beulah Hammond

Shelby R. Bartholomew

CITY OF POMPANO BEACH

By: E. Pat Larkins
E. PAT LARKINS, MAYOR

By: C. William Hargett, Jr.
C. WILLIAM HARGETT, JR.
CITY MANAGER

Attest:

Mary L. Chambers
MARY L. CHAMBERS
CITY CLERK

(SEAL)

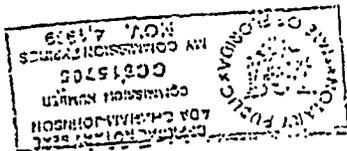
Approved by:

Gordon B. Linn
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of March, 1999, by E. PAT LARKINS, as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, and who is personally known to me.

NOTARY'S SEAL:



John Graham Johnson
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

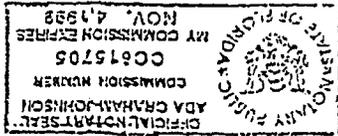
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of March, 1999 by C. WILLIAM HARGETT, JR., as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

Ada Graham Johnson
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



(Name of Acknowledger Typed, Printed or Stamped)

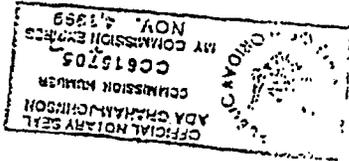
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of March, 1999 by MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

Ada Graham Johnson
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

GBL:amd
3/9/99
PageVeech99-1623a

EXHIBIT B TO LICENSE AGREEMENT

Revised 11/13/10

A parcel of land lying in the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 30, Township 48 South, Range 43 East, Broward County, Florida. Said parcel is more fully described as follows;

Commencing at the Northwest corner of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 30, Township 48 South, Range 43 East, proceed Southerly along the West line of said the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 30, a distance of 120 feet, thence Easterly along a line 120 feet South of, and parallel to, the North line of said Southeast Quarter a distance of 40 feet to the Point of Beginning. Continue Easterly for a distance of 36 feet and thence Southerly for a distance of 56 feet along a line 76 feet East of, and parallel to, the West line of said Southeast Quarter.

Thence proceed Westerly for a distance of 36 feet along a line 176 feet South of, and parallel to, the North line of said Southeast Quarter.

Thence proceed Northerly for a distance of 56 feet along a line 40 feet East of, and parallel to, the West line of said Southeast Quarter to the Point of Beginning.

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 A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND R. J. BEHAR & COMPANY, INC. FOR ENGINEERING SERVICES FOR THE LYONS PARK NEIGHBORHOOD IMPROVEMENT PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (\$507,371.70)

Summary of Purpose and Why: RJ Behar & Company Inc was selected to design this project after the evaluation of responses to RLI T-04-14. They have completed part one of the design which was to provide a detailed survey, more detailed modeling, permit verification and the creation of a report identifying the alternative improvements and the associated anticipated costs identified in the Stormwater Master Plan. This contract is for the preparation and permitting of final construction documents based on the preliminary design report. (\$507,371.70)



Accomplishing this item supports achieving initiative 1.6 Improve Stormwater disposal and treatment process identified in the City's Great Places Strategy

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff, Stormwater Master Plan
- (2) Primary staff contact: Robert McCaughan/ Alessandra Delfico PE Ext 4507/ 4144
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: CIP project 14-248 Account No 425-7529-538.65-03, \$220,722
CIP project 07-931 Account No. 420-7309-533.65-03 \$66,722
CIP project 08-968 Account No. 420 7345 535 65 03 \$219,928
Budget adjustment attached.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Engineering	<u>6-26-15</u>	APPROVE	<u>Alexander Duf</u>
Public Works	<u>6/26/15</u>	APPROVE	<u>Robert McCaughan</u>
City Attorney	<u>7/6/15</u>	_____	<u>Robert B. Smith</u>
Finance	<u>7/6/15</u>	APPROVE	<u>A. Feagin</u>
Budget	<u>7-7-15</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 OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND R. J. BEHAR & COMPANY, INC. FOR ENGINEERING SERVICES FOR THE LYONS PARK NEIGHBORHOOD IMPROVEMENT 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 Contract for Consulting/Professional Services between the City of Pompano Beach and R. J. Behar & Company, Inc. for engineering services for the Lyons Park Neighborhood Improvement Project, 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
6/25/15
L:ord/2015-403

*CITY OF POMPANO BEACH,
FLORIDA*

CONSULTANT AGREEMENT

with

R. J. Behar & Company, Inc.



***CONTRACT FOR ENGINEERING SERVICES
for***

Lyons Park Neighborhood Improvement Project

RLI T-04-14

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 2015, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and R.J. Behar & Company, Inc. () an individual, () a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

WHEREAS, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

WHEREAS, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

NOW, THEREFORE, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in the Scope and RLI T-04-14 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Juan H. Vázquez

The CITY's representative shall be City Engineer or designee,

ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall commence services on July 28, 2015 and complete all services by January 19, 2017.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit B.

ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will complete the services specified in Exhibit A during the term of this Agreement set forth in Article 2, above.

B. Price Formula. City agrees to pay Consultant for the services set forth in this Agreement as follows:

Payment of a Lump Sum Fee of \$ 470,371.70 for tasks 1 to 10 and 12.

Payment of a Not to Exceed Fee of \$ 37,000.00 for task 11.

C. The total amount to be paid by the City under this Contract for all services and materials including "out of pocket" expenses (specified in Paragraph E below) and also including

any approved subcontracts shall not exceed a total contract amount of five hundred seven thousand three hundred seventy one dollars and 70 cents Dollars (\$507,371.70.). The Consultant shall notify the City's Representative in writing when 90% of the "not to exceed amount" for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City's obligation to pay Consultant, but does not include a limitation upon Consultant's duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City's representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed Zero Dollars (\$0) and as provided for in Paragraph C of this Article. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars (\$10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the applicable standards of care for professional engineering .

ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract

ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission. By issuance of a notice to proceed for any services, City warrants that adequate funds have been appropriated for those services.

ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

ARTICLE 11 – INDEMNIFICATION

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this

Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars (\$25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City. Any use, reuse or modification of said information for any purpose other than contemplated in the scope of this agreement without the express written consent of Consultant shall be without liability to Consultant and City shall indemnify and hold harmless Consultant from and against any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any such use, reuse or modification.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, and sexual orientation.

ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of \$25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

FOR CITY:

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

FOR CONSULTANT:

Juan H. Vazquez
R. J. Behar & Company, Inc.

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section. Any use, reuse or modification of said documents without the express written consent of Consultant shall be without liability to Consultant and City shall indemnify and hold harmless Consultant from and against any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any such use, reuse or modification.

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section. Any use, reuse or modification of said documents without the express written consent of Consultant shall be without liability to Consultant and City shall indemnify and hold harmless Consultant from and against any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any such use, reuse or modification.

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"CITY"

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

(SEAL)

ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONSULTANT"

R. J. Behar & Company, Inc.

Witnesses:

Dereeth Behar
Signature

Dereeth Behar
Name Typed, Printed or Stamped

By: Juan H. Vazquez
Signature

Juan H. Vazquez, PE
Name Typed, Printed or Stamped

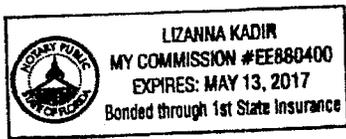
Title: Vice President

Address: 6861 SW 196th Avenue, Suite 302
Pembroke Pines, FL 33332

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of June, 2015 by Juan H. Vazquez, PE, Vice President, on behalf of R. J. Behar & Company, Inc. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Lizanna Kadir
NOTARY PUBLIC, STATE OF FLORIDA

Lizanna Kadir
(Name of Acknowledger Typed, Printed or Stamped)

EE880400
Commission Number

EGR
8/9/11
I:agr/engr/Master Contracts/Master Contract - Single Project

Exhibit A
Scope of Work
RLI T-04-14

Exhibit A -

SCOPE OF WORK

FOR

LYONS PARK NEIGHBORHOOD IMPROVEMENT PROJECT – PHASE 2

PURPOSE

The Lyons Park Neighborhood is located west of South Cypress Road, north of McNab Road, east of South Flagler Avenue and south of Southwest 8th Street. This study area is a residential neighborhood with mostly single family homes, which is served by an existing stormwater collection system. The project area suffers from flooding problems as documented in the City Stormwater Master Plan (SWMP). This project intends to improve the drainage systems within the project area.

The sanitary sewer lines within the Lyons Park Neighborhood are located in the rear yard easements of the properties/homes. One of the City's Comprehensive Plan policies is to identify the feasibility of implementing capital projects to relocate the sewer lines or to rehabilitate them in place. This project intends to design the relocation of the sewers to the street's right-of-way. No improvements are needed to the existing lift stations.

The water system has been upgraded but the services used the older black polyethylene pipe. This project intends to replace the service lines, to meet the newer city standards 107-1 and 107-2, from the water mains to the water meters. The City will provide an inventory of meters to remain and which ones to be replaced.

The project will not include a reuse water irrigation system.

The project was divided into two phases. Phase 1 included the preparation of a Basis of Design Report (BODR) and preliminary design of the improvements. Phase 2 will include the design of the improvements, bidding, and construction phase services.

PHASE II – Design, Bidding and Construction

CONSULTANT shall perform the following tasks for Phase II:

1. Investigation:

- a. Utility Coordination: The utilities identified in Phase 1 will be contacted to verify their facilities. The information from the utilities will be included in the Existing Conditions Drawings. The possible locations for soft digs will be determined at locations of possible conflicts.
- b. Draw utility information into base sheets
- c. Utility meeting: Attend one utility coordination meeting with all utilities to go over conflicts and relocations.

2. **Water Distribution Design:** **CONSULTANT** shall perform the following:
 - a. Design: **CONSULTANT** shall coordinate with the **City** the locations of meters to be replaced and any services that have the newer blue poly lines also to remain. The rest of the meters and services will be indicated to be replaced.
 - b. Preliminary Design (60%): **CONSULTANT** shall prepare preliminary design of the proposed improvements and submit said design to the **City** for review and approval.
 - c. Final Design (90% and 100%): Based on the results of the submittals and comments, **CONSULTANT** shall prepare final design documents for final approval by **City**. The final design shall incorporate locations of water services and other appurtenances. The 100% submittal will include signed and sealed documents.
 - d. Project Management: **CONSULTANT** shall coordinate overall **Project** activities including but not limited to employees, consultants and contractors.

3. **Sanitary System:** **CONSULTANT** shall perform the following design tasks in conjunction with the preparation of civil engineering design drawings for a sanitary collection system of the project area.
 - a. Site Investigation: **CONSULTANT** shall investigate the location of facilities on private property.
 - b. Contact with property owners: The home owners in the project area will be contacted to coordinate the proposed improvements with their existing facilities. An attempt will be made to locate the existing sewer lateral locations.
 - c. Prepare Base Sheets: **CONSULTANT** shall use the base sheets prepared during Phase 1.
 - d. Hydraulic Analysis: **CONSULTANT** shall use the estimated system flows using Equivalent Residential Unit (ERU) analysis based on current land use and refine the final design of the new sewer lines. The **CONSULTANT** will verify minimum slopes and pipe sizes.
 - e. Gravity Collection System Preliminary Design (60%): **CONSULTANT** shall refine calculations necessary for a preliminary design of the gravity collection system using information from survey elevations and capacity analysis. System design will take into account the location of all system components including placement of laterals. **CONSULTANT** shall prepare preliminary plans of the proposed improvements and submit to the **City** for review and approval. System design will take into account location of all system components including placement of laterals.

- f. Roadway Restoration: **CONSULTANT** shall incorporate into the design all necessary components of roadway and swale restoration.
 - g. Final Design (90% and 100%): Based on the results of the submittals and comments, **CONSULTANT** shall prepare final design documents for final approval by **City**. The final design will include design of adjustments to existing drainage, driveways, sidewalks, landscaping and swales where conflicts arose due to the proposed sewer services. The 100% submittal will include signed and sealed documents.
 - h. Project Management: **CONSULTANT** shall coordinate overall **Project** activities including but not limited to employees, consultants and contractors.
4. **Stormwater System:** **CONSULTANT** shall perform the following design tasks in conjunction with the preparation of civil engineering design drawings of a storm sewer management and collection for the project area.
- a. Update existing Stormwater Master Plan (SWMP) Model: The SWMP studied and analyzed several stormwater management solutions for the Lyons Park Neighborhood. **CONSULTANT** shall update the model based on the final design of this project.
 - b. Field Review: Several field reviews are anticipated to complete design of specific items that may be in conflict with the proposed design. These may include mailboxes, driveways, landscaping, etc.
 - c. Hydraulic analysis: The stormwater management models prepared for Phase 1 will be updated and refined for final design and permitting purposes. A pre-development model will be modified based on the correspondence and preliminary meetings with Broward County. **CONSULTANT** shall also perform calculations necessary for a final design of the collection system, including final locations of inlets, stormsewers, exfiltration systems and outfalls.
 - d. Prepare base sheets: **CONSULTANT** shall use the base sheets prepared during Phase 1 and update them based on the additional surveys for Phase 2.
 - e. Storm sewer system preliminary design (60%): **CONSULTANT** shall prepare preliminary plans of the proposed improvements and submit to the **City** for review and approval. The plans will include details for new outfalls, connections to the waterways as well as any best management practices and water quality improvements.
 - f. Final Design (90% and 100%): Based on the results of the submittals and comments, **CONSULTANT** shall prepare final design documents for final approval by **City**. The final design will include design of adjustments to existing drainage, driveways,

sidewalks, landscaping and swales where conflicts arose due to the proposed stormsewers. The 100% submittal will include signed and sealed documents.

- g. Project Management: **CONSULTANT** shall coordinate overall **Project** activities including but not limited to employees, consultants and contractors.

5. **Public Involvement:**

- a. Community Awareness Plan: **CONSULTANT** shall update the Community Awareness Plan which outlined the project goals, description of the community and important contacts, major issues or concerns, special project features, and the community outreach approach.
 - b. Meetings with the City: **CONSULTANT** shall coordinate and attend meetings required during design for the project. Three progress meetings are proposed. **CONSULTANT** shall provide minutes of the meetings. Coordination will also be included by use of emails, phone conversations, etc to keep City project manager updated in the project progress.
 - c. Meetings with the Community: **CONSULTANT** shall attend one community meeting during design and one meeting at the start of construction to support the public awareness program outlined in the Community Awareness Plan. **CONSULTANT** shall be prepared to answer questions and give information on technical matters. The consultant will prepare and mail letters to invite residents to the community awareness meeting. **CONSULTANT** shall prepare technical presentations for community meetings and provide minutes of the meeting.
 - d. Meetings with City Commission: **CONSULTANT** shall attend a Commission meeting or workshop to present the project. **CONSULTANT** shall be prepared to answer questions and give information on technical matters. **CONSULTANT** shall prepare a short presentation for the Commission meeting.
 - e. The consultant will assign a person during the construction phase to be the Community Liaison to answer and relate/resolve the community concerns with the construction team and contractor. To be included as part of the Construction Phase.
6. **Opinion of Probable Costs:** **CONSULTANT** shall provide opinion of probable costs at each major submittal. The cost estimate shall include a detailed tabulation of all portions of the project. Estimates of probable costs will be needed for each alternative evaluated for comparing purposes in the Basis of Design Report. The estimates of probable costs will be developed based on the construction phases to assist the **City** in the grant funding requests.
7. **Construction Phasing and Maintenance of Traffic Plans.** To be provided by Contractor.

8. **Technical Specifications:** **CONSULTANT** shall prepare technical specifications in relation to the final design components.
9. **Permitting:** **CONSULTANT** shall be responsible for preparing and processing documents for permitting and assisting in obtaining approval from agencies having jurisdiction over all aspects of this Project. It is recognized by the **City** that the period for obtaining permits is beyond the control of **CONSULTANT** except for issues concerning the **CONSULTANT's** ability to respond to permitting agency requests for information.

At the time of the scope preparation, **CONSULTANT** identified the following governmental authorities that have or may have jurisdiction over the Project:

- South Florida Water Management District (Dewatering Permits)
 - Broward County Planning and Environmental Regulation Division, Domestic Wastewater Licensing Program
 - Broward County Environmental Protection & Growth Management Department, Planning & Environmental Regulation Division (surface water license)
 - U.S. Army Corps of Engineers
 - Florida Department of Environmental Protection (NPDES General Permit)
- a. **Coordination with Agencies:** **CONSULTANT** shall verify all agencies that require coordination. **CONSULTANT** shall meet with all applicable agencies to coordinate permitting.
 - b. **Permit Applications:** **CONSULTANT** shall prepare permit application and related documents for signature by **City**.
 - c. **Regulatory Comment Revisions:** The plans and/or application package will be revised in accordance with the comments of the regulatory agencies.
10. **Topographic Survey** (See attachment 1 – Keith and Associates Proposal).
 11. **Subsurface Utility Engineering** (See attachment 1 – Keith and Associates Proposal).
 12. **Bidding Assistance:** To solicit for and select construction contractors so that construction of **Project** may begin in a timely manner, **CONSULTANT** shall perform the following tasks.
 - a. **Bid Package Preparation:** The **City** will provide the front end documents. These will be reviewed for consistency with the technical specifications.
 - b. **Distribution to Contractors:** The **CONSULTANT** will provide 12 sets of plans and specifications to the **City** for distribution to contractors.

- c. Meetings: Pre-bid meeting(s) will be attended. At the meetings, the **CONSULTANT** shall prepare points of interest for discussion. **CONSULTANT** will also prepare all addenda and coordinate with **City**. If deemed applicable, a job walkthrough will be scheduled with all contractors in order to clarify technical issues.
 - d. Addendums: **CONSULTANT** shall prepare all necessary responses to Requests for Information (RFI's) to answer questions posed by contractors.
 - e. Bid Review and Analysis: **CONSULTANT** shall review all bids for competency as requested by the City.
13. **Construction engineering/management services.** Not included in this phase.
14. **Materials testing during construction:** Not included in this phase.
15. **Record Drawings:** Not included in this phase.

TABLE A

R J Behar & Company, Inc.

Personnel Category	Clerical	Cadd Technician	Const. Inspector	Engineer	Senior Engineer	Project Manager	Principal	FFF	Comments
Hourly Rate	\$ 66.50	\$ 88.34	\$ 90.00	\$ 102.89	\$ 137.01	\$ 202.82	\$ 202.82		
TASK									
7) <i>Investigation</i>									
utility coordination		30		24	6	4			10 companies
draw information in base sheets		80		20	4				
utility meeting				8	4				
subtotal fees	\$0	\$6,151		\$5,340	\$1,918	\$810	\$0	\$14,219	
2) <i>Water Distribution Design</i>									
design coordination				8	4				
60% plans		40		12	12				1 sheet
detail sheets		24		8	2				
90% Plans		16		12	8				
100% Plans		16		12	8				
project management						8			
quality control									By Thompson and Assoc.
subtotal fees	\$0.00	\$6,560.64		\$5,339.88	\$4,658.34	\$1,620.96	\$0.00	\$18,180	
3) <i>Sanitary System</i>									
site investigation		490		490					Approx. 490 properties
contact with property owners		122		122					Profile sheets
prepare base sheets		40		24	4				
hydraulic analysis				40	16	4			
gravity collection system 60% design		141		64	51	6			6 plan sheets, 16 profiles (double panel)
detail sheets		40		16	4				4 detail sheets
roadway restoration		12		24					
90% Plans		60		32	4				
100% Plans		32		24	4				
project management						40			
quality control (5%)									By Thompson and Assoc.
subtotal fees	\$0	\$64,035		\$85,849	\$11,372	\$10,131	\$0	\$171,386	
4) <i>Stormwater System</i>									
Update existing SWMP model					120	24			Coord. With Chen Moore
Field Reviews		24		24					4 reviews
Hydraulic analysis				40	60				Water quantity and quality
Stormsewer analysis				287	351				+/- 255 structures
prepare base sheets		60							Add additional survey & profiles
preliminary 60% design		99		87	62	8			7 plan sheets, 10 sheets of profiles
miscellaneous details		26		22	16				4 sheets
90% Plans		60		20	4	4			4 sheets
100% Plans		40		10	4	4			
Project Management						40			
quality control (5%)									By Thompson and Assoc.
subtotal fees	\$0.00	\$21,117.08		\$50,318.10	\$84,535.17	\$16,209.60	\$0.00	\$172,180	
5) <i>Public Involvement</i>									
community awareness plan				6	4	1	0		
meetings with city				4		4			2 meetings
meetings with community		20		16		16			2 meetings, preparation, mailings, minutes
meeting with City Commission				8		8			
community liaison									Included in construction services
quality control (5%)						4			
subtotal fees	\$1,110.00	\$0.00		\$3,491.48	\$1,098.08	\$5,875.98	\$0.00	\$11,574	
7) <i>Construction Phasing and MOT Plans</i>									
Phasing Plans									By contractor
MOT Design									By contractor
MOT Plans									By contractor
subtotal fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0	
12) <i>Bidding assistance</i>									
bid package preparation (coord only)				24					
distribution to contractors		16		4					
meetings				6		6			
addendum		8		8	2				Assuming 2 addendums
bid review and analysis					4	2			
subtotal fees	\$0.00	\$1,840.16	\$0.00	\$4,312.98	\$822.06	\$1,620.96	\$0.00	\$8,396	
13) <i>Construction Services (24 months)</i>									Not included
subtotal fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0	
15) <i>Record Drawings</i>									Not included
subtotal fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0	

TASK FEE SUMMARY

Task 1)	Investigation	Lump sum	\$14,219.10
Task 2)	Water Distribution Design	Lump sum	\$18,179.82
Task 3)	Sanitary System	Lump sum	\$171,386.25
Task 4)	Stormwater System	Lump sum	\$172,179.93
Task 5)	Public Involvement	Lump sum	\$11,573.52
Task 7)	Const. Phasing and MOT	(By contractor)	\$0.00
Task 12)	Bidding Assistance	Lump sum	\$8,396.16
Task 13)	Const. Eng and Management	(Not included)	\$0.00
Task 15)	Record Drawings	(Not included)	\$0.00
	Quality Control Reviews (Thompson)		\$5,120.00

Sub-Total Labor for Engineering Services (TASK 1 to TASK 5, 7, 12, 13 and 15) \$401,054.78
 Expenses (@ 3.5%) \$14,036.92
 Sub-Total Labor for Eng. Services (TASK 1 to TASK 5, 7, 12, 13 and 15) plus Expenses \$415,091.70

Task 6)	Probable Cost Estimates (Thompson)	Lump sum	\$14,480.00
Task 8)	Technical Specifications (Thompson)	Lump sum	\$13,800.00
Task 9)	Permitting (Thompson)	Lump sum	\$11,040.00
Task 10)	Topographic Survey (K&A)	Lump sum	\$16,160.00
Task 11)	Subsurface Utility Engineering (K&A)	T&M NTE	\$37,000.00
Task 14)	Material Testing during const.	(Not included)	\$0.00
	Sub-Total for Additional Engineering Services (TASK 6 to TASK 8,9,10,11,14)		\$92,280.00

Total (TASK 1 to TASK 15) \$507,371.70

Exhibit A
Fees

POMPANO BEACH LYONS PARK NIP					
Compensation Details		Project	Staff	TOTALS	
Task	Description	Manager (\$160/hr)	Engineer (\$120/hr)	Hours	Fee
1	QC of the Plans				
	At 60%	16		16	\$ 2,560.00
	At 90%	16		16	\$ 2,560.00
2	Cost Estimates (1)				
	At 60%	20	36	56	\$ 7,520.00
	At 90%	12	24	36	\$ 4,800.00
	Final	6	10	16	\$ 2,160.00
3	Project Specifications (2)	40	60	100	\$ 13,600.00
4	Permitting (3)	24	60	84	\$ 11,040.00
	BC SWM & SFWMD ERP				
	BC Wastewater License				
	BC DOH License				
	BC Dewatering Permit				
	Pompanoe Beach Engineering				
		134	190	324	\$ 44,240.00

- (1) Behar to provide breakdown & CAD files, T&A to verify quantities
- (2) Owner to provide upfront documents
- (3) Behar to provide sign & sealed plans/calculations, all fees to be paid by Owner

PROJECT NAME: Lyons Park		PROJECT NO:07020.97	DATE: Rev. June 12, 2015 June 3, 2015
CLIENT: Vice President R J Behar & Company, Inc. 6861 SW 196th Avenue, Suite 302 Pembroke Pines, FL 33332 954-680-7771 954-680-7781 Fax		CONSULTANT: Keith and Associates, Inc 301 East Atlantic Boulevard Pompano Beach, Florida 33060 Phone: (954) 788-3400 Fax: (954) 788-3500	
CLIENT REPRESENTATIVE: Juan Vazquez		PROJECT MANAGER: Mike Mossey	
PHONE: 954.650.3037	FAX:	START DATE: 10 days from NTP	
EMAIL: dgentile@utilityengineering.com		END DATE: 40 Days from NTP	
The CLIENT is required to execute this Addendum and return it to the CONSULTANT prior to commencement of the additional services described herein. All items, terms and conditions of the original Agreement (as amended to include the scope defined herein) remain unchanged and in full force and effect.			
DESCRIPTION OF ADDITIONAL SERVICES			
TASK 003 – Topographic Survey			
The CONSULTANT will perform a Topographic Survey within the following limits:			
<ul style="list-style-type: none"> • Along S.W. 9th Street from S.W. 3rd Avenue to Cypress Road, locations from the north edge of pavement to the south right-of-way line. • Along S.W. 12th Street, S.E. 1st Avenue and S.E. 13th Street from the west right-of-way of Cypress Road to the cul-de-sac on S.E. 13th Street, locations from right-of-way to right-of-way. Obtain sufficient elevations within the canal to detail the bottom adjacent to the seawall on the north side of the cul-de-sac. • Obtain locations between houses at 1501 S.W. 4th Avenue and 410 S.W. 15th Street from the south edge of McNab Road to the canal. Obtain sufficient elevations within the canal to detail the bottom adjacent to the seawall. 			
The Consultant shall obtain above ground locations within the limits listed above. Locations included with the survey will consist of; roads, drives, walks, signs, utility poles, utility boxes, utility structures, overhead wires, traffic striping, structures, utility test-holes and trees including common naming and DBH sizes (arborist's tree valuation services are not included). The Consultant will obtain cross-sections every 50-feet including obvious high and low areas with rim and invert elevations for the storm and sanitary utilities. The Consultant will deliver the above locations on the previous Topographic Survey. The vertical datum for the project shall be North American Vertical Datum of 1988 (NAVD 1988) and will be tied to National Geodetic Survey (NGS) monuments. The horizontal datum will be North American Datum of 1983 with the National Spatial Reference System of 2011 adjustment applied (NAD 1983/NSRS 2011).			
Consultant's Lump Sum Fee.....			\$16,160.00

TASK 004 Location Services - (Quality Level 'A')

(Vacuum Excavations)

CONSULTANT will perform up to (100) test holes at specific sites requested by the design engineer. Test holes will be utilized to expose utilities to minimize any potential for damage. Test holes performed will be of minimum size (usually 1' by 1'). Backfill of test holes will be performed utilizing the removed material, if suitable. Areas will be restored back as close as possible to their original condition. Installation of an identifiable above ground marker will be performed at each test hole location. Field markers will consist of a nail and disk in asphalt, or an iron rod and cap with survey stake in grassed areas. Test holes performed in the street will be patched using cold patch. The test hole number and utility will be identified on the ground or on the stake, as appropriate. A test hole summary report will be created providing coordinates, depth of cover, type, size and material if applicable.

Test Holes \$370 each (includes site designation and office support)

Not to Exceed Fee.....\$37,000.00

Consultant's Total Fee.....\$53,160.00

COMPENSATION FOR ADDITIONAL SERVICES

KEITH and ASSOCIATES, INC	ADDENDUM APPROVED BY CLIENT AUTHORITY:
SIGNATURE: _____	SIGNATURE: _____
PRINT NAME: <u>Dodie Keith-Lazowick</u>	PRINT NAME: _____
TITLE: <u>President</u>	TITLE: _____
DATE: _____	DATE: _____



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
T-04-14**

**LYONS PARK NEIGHBORHOOD IMPROVEMENT
PROJECT**

**RLI OPENING: NOVEMBER 21, 2013, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

October 22, 2013

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST (RLI)

T-04-14

LYONS PARK NEIGHBORHOOD IMPROVEMENT PROJECT

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites qualified engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide professional engineering services to the City for Lyons Park Neighborhood Improvement Project.

The City will receive sealed proposals until 2:00 p.m. (local), November 21, 2013, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

Introduction

1. Scope Of Services

The City intends to issue a single contract to an engineering firm to provide professional engineering services to the City for the design, bidding, and construction phase services for design improvements to storm water, sanitary sewer, potable and reuse water. The total project is estimated to be in excess of \$2,000,000.00.

The Lyons Park Neighborhood is located west of South Cypress Road, north of McNab Road, east of South Flagler Avenue and south of Southwest 8th Street. This study area is a residential neighborhood with chiefly single family homes, which is served by an existing stormwater collection system. The existing stormwater management system consists of four independent systems, which are interconnected with other stormwater systems outside of the neighborhood. Under the existing stormwater system, the Lyons Park Neighborhood can be divided into four separate service areas. The stormwater runoff from these arrears within the Lyons Park Neighborhood is eventually discharged via multiple positive outfalls located to the south of West McNab Road and to the east of South Cypress Road. The locations of the existing positive outfalls are summarized below:

Southeast of S.W. 6th Avenue and West McNab Road
Southeast of S.W. 5th Avenue and West McNab Road
Southeast of South Cypress Road and S.E. 13th Street
South Cypress Road

This project was identified in the Stormwater Master Plan. The applicable portion of the master plan is a part of this RLI. The complete Stormwater Master Plan can be found on the City's website at: [this Link](#)

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

- Survey the project area
- Prepare preliminary design reports, feasibility analyses, site plans and/or design alternative recommendations and preliminary cost estimates.
- Conduct presentations to elected officials, staff, and the public.
- Prepare all required bidding and construction documents for the projects. This will include preparing surveys, design plans, supplementary contract requirements, technical specifications and cost estimates.
- Attendance at City Commission, pre-design, design, bidding and bid award meetings may be required.
- Coordinate processing the projects through all required governmental and quasi-governmental agencies, City Departments and other appropriate review boards.
- Prepare and process all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. State, County and City)
- Attend pre-bid meeting, respond to bidder questions and prepare possible bid addendums for project revisions.
- Assist the City in making bid award recommendations for contracting/construction services.
- Provide construction engineering/management services for the projects. Services during construction may include periodic or routine inspections, threshold inspections, shop drawing/contractor submittal reviews and approvals, responding to contractor requests for information, and reviewing contractor payment applications.
- Provide project closeout services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.

Firms must have previous demonstrable experience with municipal or governmental agencies for projects of varying sizes and types. Firms must be licensed to practice engineering in the State of Florida, according to Florida State Statute 481, by the Board of Professional Regulation..

2. Tasks/Deliverables

- a. Survey Area
- b. Verify recommended alternative from the Stormwater Master Plan
- c. Produce a schematic design based on the recommended alternative
- d. Design and permit the recommended alternative
- e. Perform bidding and construction related services.
- f. Update the stormwater model based on the as built information

3. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

4. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the [Business Tax Receipt Division](#)

The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt.

Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

5. **Required Proposal Submittal**

Submission/Format Requirements

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

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

Title page:

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

Table of Contents:

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

Letter of Interest:

A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

Technical Approach:

Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed, and how their firm proposes to maintain time schedules and cost controls.

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

Project Team Form:

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

References:

References for past four (4) projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Minority Business Enterprises:

It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be

considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

Small Business Enterprises:

Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

Local Businesses:

Completed Local Business program forms, Exhibits E-H, if applicable.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

Acknowledgement of all Addenda issued.

City Forms:

Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

6. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse hazard		property damage
— underground hazard		
— products/completed operations hazard	bodily injury and property damage	
XX contractual insurance	property damage	
XX broad form property damage	combined	
XX independent contractors		
XX personal injury	personal injury	

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

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

REAL & PERSONAL PROPERTY

XX comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

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

XX **PROFESSIONAL LIABILITY** \$2,000,000. \$2,000,000.
 * Policy to be written on a claims made basis

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

7. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Prior experience of the firm with projects of similar size and complexity:	0-30
a. Number of similar projects	
b. Complexity of similar projects	
c. References from past projects performed by the firm	
d. Previous projects performed for the City	
e. Litigation within the past 5 years arising out of firm's performance	
2. Qualifications of personnel including sub consultants:	0-20
a. Organizational chart for project	
b. Number of technical staff	
c. Qualifications of technical staff:	
(1) Number of licensed staff	
(2) Education of staff	
(3) Experience of staff on similar projects	
3. Proximity of the nearest office to the project location:	0-10
a. Location	
b. Number of staff at the nearest office	
4. Technical approach to perform the tasks described in the Scope of Services:	0-30
a. Level of effort	
b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control	
5. Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants)	0-10
Total	0-100

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects

within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

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

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

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

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

8. Hold Harmless and Indemnification

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

9. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of

the contract and retain them until the expiration of three years after final payment under the contract.

10. Communications

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

11. No Discrimination

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

12. Independent Contractor

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

13. Staff Assignment

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

14. Contract Terms

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

15. Waiver

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

16. Survivorship Rights

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

17. Termination

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

18. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

19. Acceptance Period

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

20. RLI Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

21. Standard Provisions

a. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Conflict Of Interest

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

c. Drug Free Workplace

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

d. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity,

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

e. Patent Fees, Royalties, And Licenses

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

g. Familiarity With Laws

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

h. Withdrawal Of Proposals

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

i. Composition Of Project Team

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

k. Invoicing/Payment

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

l. Public Records

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

22. Questions and Communication

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

23. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROJECT TEAM

RLI NUMBER _____

Federal I.D.# _____

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	_____	_____	_____
Project Manager	_____	_____	_____
Asst. Project Manager	_____	_____	_____
Other Key Member	_____	_____	_____
Other Key Member	_____	_____	_____

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	_____	_____
	_____	_____
Landscaping	_____	_____
	_____	_____
Engineering	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title: _____ Contractor's Name: _____

<u>Name of Firm</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount/Percentage</u>

(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly YES NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

(Date)

(Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

- _____ Did not bid in response to the invitation
- _____ Submitted a bid that was not the low responsible bid
- _____ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

7. List the SBEs you will utilize and subcontract amount/percentage.

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

EXHIBIT E
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

RLI Number & Title: _____

Prime Contractor's Name: _____

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount</u>

EXHIBIT F
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of Local Business Contractor)

BY: _____

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

EXHIBIT I

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI # _____

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.) You must include copies of the MBE certificates for each firm listed.

Name of Firm	Certificate Included?

STATEMENT OF NO RESPONSE

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to submit on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Request for Letters of Interest
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____



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

November 14, 2013

ADDENDUM #1, RLI T-04-14

LYONS PARK NEIGHBORHOOD IMPROVEMENT PROJECT

To Whom It May Concern,

No further technical specification questions will be accepted for this project.

Please review the following questions submitted by potential proposers, and answers from the City.

Q1: The total project cost is estimated to be in excess of \$2 million. Is this number for design fees alone, or does it include construction?

Response: Includes construction.

Q2: The stormwater alternatives are available in the City's Stormwater Master Plan. Are the alternatives available for sanitary, re-use and potable?

Response: No.

Q3: Who is on the selection committee?

Response: Committee members have not been determined yet.

Q4: Are the current Water Re-Use Master Plan, the 2009 Water System Master Plan, and the current Wastewater Master Plan available for viewing at the City of on the City's website?

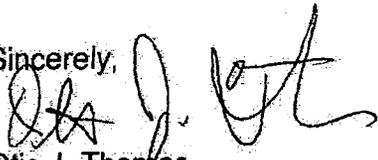
Response: No, however, the link has been provided below.

<\\publicworks\special\Master plans\Wastewater\2012\PDF\2011 WW Master Plan.pdf>

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), November 21, 2013.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Otis J. Thomas', written over the word 'Sincerely,'.

Otis J. Thomas
Interim General Services Director

cc: website
file

Exhibit B

Schedule

Exhibit C

Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2014

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Insurance Brokerage 3780 Mansell Road Suite 370 Alpharetta GA 30022	CONTACT NAME: Carly Underwood PHONE (A/C No. Ext): (770) 552-4225 E-MAIL ADDRESS: carly.underwood@greyling.com	FAX (A/C. No): (866) 550-4082
	INSURER(S) AFFORDING COVERAGE	
INSURED R.J. Behar & Company, Inc. 6861 S.W. 196th Avenue Suite 302 Pembroke Pines FL 33332	INSURER A: Sentinel Insurance Company, LTD	NAIC # 11000
	INSURER B: Travelers Casualty and Surety	NAIC # 19038
	INSURER C: Continental Casualty Company	NAIC # 20443
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 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	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			20SBMAC0037	11/17/2014	11/17/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			20UUCNG0289	11/17/2014	11/17/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			20SBMAC0037	11/17/2014	11/17/2015	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-3864T214	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			AEH 28 836 36 39	11/17/2014	11/17/2015	Per Claim \$2,000,000
							Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Pompano Beach is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

APPROVED
 RISK MANAGEMENT
 ON: 06-24-15
 BY: *[Signature]*

CERTIFICATE HOLDER City of Pompano Beach 1201 NE 5th Avenue 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 Collings/CARLY <i>[Signature]</i>
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**CITY OF POMPANO BEACH
BUDGET ADJUSTMENT**

ORIGINATING DEPT.
Engineering/AD

DATE
6/26/2015

ACCOUNT DESCRIPTION	FND	DP	DV	SUB	EL	OB	AVAILABLE FUNDS	CURRENT BUDGET	* INCREASE	* DECREASE	REVISED BUDGET	
Budget Retained Earnings	425	00	00	392	20	00			61,031			
14-251 Lyons Park N	425	75	29	538	65	03			61,031	61,031		
07-931 water main Repl ^{Design}	420	73	09	533	65	03	202		66,520			
07-931 water main Repl ^{Construction}	420	73	09	533	65	12	134,979			66,520		
08-968 lift station ^{Design}	420	73	45	535	65	03	208,196		11,732			
08-968 lift station ^{Construction}	420	73	45	535	65	12	1,843,240			11,732		
* USE WHOLE DOLLARS ONLY									TOTAL	200,314	78,252	

AS
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REASON

These funds are required to pay for engineering services for the Lyons Park Neighborhood Improvement project CIP 14251

Robert McCarroll 6/26/15
Department Head Date

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

- Yes _____ No
 - Yes _____ No
 - Yes No _____

Adjustment approved at City Commission Meeting of _____

<i>A. Teague</i> Finance Director	7/6/15 Date	Budget Office	Date	City Manager	Date	AUDITED BY <i>Jo 7/6</i>	INPUT BY	CONTROL NO.
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Distribution By Finance: White Copy - Finance Yellow Copy - Department Pink Copy - Budget.

REQUESTED COMMISSION ACTION:

	<u>Consent</u>	<u>Ordinance</u>	<u>X Resolution</u>	<u>Consideration/ Discussion</u>	<u>Presentation</u>
SHORT TITLE	<u>A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DEPOSIT ACCOUNT AGREEMENT, A SECURITY AGREEMENT, A CONTRACT FOR LOAN GUARANTEE ASSISTANCE AND A VARIABLE/FIXED RATE NOTE BETWEEN THE CITY OF POMPANO BEACH AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT REGARDING SECTION 108 GUARANTY LOAN; PROVIDING AN EFFECTIVE DATE.</u>				
	(Fiscal impact: \$4,308,000				

Summary of Purpose and Why:

In March 2014, the City Commission approved a Funding Approval/Agreement with the U.S. Department of Housing and Urban Development for Loan Guarantee Assistance under Section 108 of the Housing and Community Development Act of 1974, as amended. The City Commission is now being requested to approve various related loan documents for a maximum Section 108 loan commitment of \$4,308,000. Funds are to be utilized by the City to fund various street improvement initiatives. The City will be utilizing its future Community Development Block Grant (CDBG) allocations and related program income to repay the loan over a twenty year term. Please refer to Finance Dept. Memo #15-109 for additional information.

- (1) Origin of request for this action: Finance Department
- (2) Primary staff contact: Suzette Sibble, Finance Director Ext. 4680
- (3) Expiration of contract, if applicable: August 1, 2034
- (4) Fiscal impact and source of funding: \$4,308,000 plus interest – Future CDBG Allocations and related Program Income

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Finance	<u>7/1/15</u>	<u>Approval</u>	<u>S. Sibble</u>
OHUI			
City Attorney	<u>7/1/15</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>7-8-15</u>	<u>Approval</u>	<u>[Signature]</u>
<u>X</u> City Manager	<u>[Signature]</u>	<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			



FINANCE DEPARTMENT
MEMO 15-109

Date: July 8, 2015

To: Mayor and Commissioners

From: Suzette Sibble, Finance Director

A handwritten signature in black ink, appearing to be "SS", is placed to the right of the "From:" line.

Via: Dennis Beach, City Manager

Re: Approval of Section 108 Loan Documents

In March 2014, the City Commission approved a Funding Approval/Agreement (as part of the Section 108 Loan application process) between the City and the U.S. Department of Housing and Urban Development (HUD) as it relates to loan guarantee assistance under Section 108 of the Housing and Community Development Act of 1974, as amended. This program allows local governments to obtain affordable financing up to 5 times their most current Community Development Block Grant (CDBG) annual entitlement amount, in order to meet its current economic development needs.

The City requested approval for a maximum commitment of \$4,308,000 for funds to be expended to maximize existing right-of-ways to add sidewalks where they may be missing or widen existing sidewalks wherever possible to provide a better pedestrian experience; improve and upgrade existing water, sewer and drainage facilities that promote opportunities for future growth and encourage private investment; add lush landscaping features and pedestrian-friendly light fixtures; and, implement traffic calming features to inspire a safer environment. The project will expand on recent improvements carried out by the Pompano Beach Community Redevelopment Agency (CRA) in Downtown Pompano and will span the following areas:

- NE 1st Street
- Flagler Ave
- NE 3rd Street
- NE 4th Street
- NE 2nd Ave
- NE 3rd Ave

It should be noted that the City has previously conducted public hearings regarding the proposed Section 108 loan guarantee on April 18, 2013 at 4:30 P.M. in City Hall, on June 13, 2013 at 6:00 P.M. in the City Commission Chambers and as part of the City Commission's regular meeting at 7:00 P.M. on July 23, 2013 in the City Commission Chambers. Further, the Community Development Advisory Committee endorsed the loan guarantee application at its April 18th, 2013 public hearing.

The City is now being required to execute a number of documents to solidify its arrangement with HUD. I have taken the liberty of summarizing the purpose of each document for your convenience:

- ***Contract for Loan Guarantee Assistance Under Section 108 of the Housing and Community Dev. Act of 1974, as Amended, 42 U.S.C. §5308*** - This document outlines terms and conditions governing the Section 108 Loan, inclusive of procedural matters, security requirements for the loan and required accounts to be established by the City. In essence, HUD will raise the Section 108 funds via a public offering of its trust certificates at a future date (usually occurs once a year in late fall or spring). In the interim, should the City have a need to start expending funds on the section 108 projects prior to the public offering, it may elect to be advanced funds via interim financing from a financial institution (variable rate loan) selected by HUD. Once HUD makes its public offering, permanent financing would have been accomplished and a schedule of principal and interest will be provided, based on the interest rate(s) derived from the sale of the trust certificates, based on each scheduled maturity date for the certificates.
- ***US Dept. of Housing and Urban Development Section 108 Loan Guarantee Program Variable/Fixed Rate Note*** – This document outlines terms and conditions whereby the City may request advances on its Section 108 commitment (via a fiscal agent selected by HUD), until such time as permanent financing can be established. Interest payments on the loan will be due quarterly, with principal payments being due annually (first due August 1, 2016). Subsequently, following the public offering and sale of the certificates by HUD, the loan is converted to a fixed rate of interest and a principal and interest schedule will be effected by HUD to comprise the full principal balance outstanding.
- ***Security Agreement*** – This Agreement calls for the City to provide additional security for the Section 108 loan and to grant HUD a security interest in such collateral. In this case, the City will initially deposit a portion of the Section 108 loan proceeds into a debt reserve account, granting HUD a secured interest in that account.
- ***Deposit Account Agreement*** – In accordance with the Security Agreement, the City must establish a debt reserve account with an initial deposit of \$387,500, affording HUD a secured interest in the account. This agreement outlines all terms and conditions governing this account.

Loan Details

- **Security:** The principal security for the loan guarantee is a pledge by the City of its current and future CDBG funds and any related program income. Additional security is being provided in the form of a debt service reserve account (\$387,500) to be funded from the Section 108 loan proceeds, in which HUD will have a secured interest.
- **Repayment:** The maximum repayment period for a Section 108 loan is twenty years. HUD has the ability to structure the principal amortization to match the needs of the project and borrower. It is currently intended that the City will seek repayment over the maximum period allowable. Although the final repayment schedule will not be determinable until permanent financing is in place, it is anticipated that the average annual debt service will be around \$300,000.
- **Financing Source:** Section 108 obligations are financed through underwritten public offerings by HUD (permanent financing), which carry the full faith and credit of the U.S. Government. HUD typically makes the offering once a year in late summer/early fall. Financing between public offerings can be provided through an interim lending facility established by HUD.
- **Interest Rates:** Interest rates on interim borrowing are priced at the 3 month London Interbank Offered (LIBOR) rate (currently around .28%) plus 20 basis points (0.20%). Permanent financing is pegged to yields on U.S. Treasury obligations of similar maturity to the principal amounts. A small additional basis point spread, depending on maturity, will be added to the Treasury yield to determine the actual rate at time of issuance.

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 DEPOSIT ACCOUNT AGREEMENT, A SECURITY AGREEMENT, A CONTRACT FOR LOAN GUARANTEE ASSISTANCE AND A VARIABLE/FIXED RATE NOTE BETWEEN THE CITY OF POMPANO BEACH AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT REGARDING SECTION 108 GUARANTY LOAN; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That three (3) Agreements and a Note between the City of Pompano Beach and the Secretary of Housing and Urban Development regarding Section 108 Guaranty Loan, a copy of which Agreements and Note 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 Agreements and Note between the City of Pompano Beach and the Secretary of Housing and Urban Development.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CONTRACT FOR LOAN GUARANTEE ASSISTANCE UNDER
SECTION 108 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT
OF 1974, AS AMENDED, 42 U.S.C. §5308**

Date of Contract _____

This Contract for Loan Guarantee Assistance ("Contract") is entered into between City of Pompano Beach, Florida, as Borrower (the "Borrower"), and the Secretary of Housing and Urban Development ("Secretary"), as guarantor for the Guarantee made pursuant to section 108 ("Section 108") of title I of the Housing and Community Development Act of 1974, as amended (the "Act") and 24 CFR Part 570, Subpart M, of the promissory note executed contemporaneously herewith and numbered B-13-MC-12-0026 [Infrastructure Fund], in the Maximum Commitment Amount of \$4,308,000, and any amended note or note issued in substitution for such note and having the same note number (the "Note"). This is the first Contract under the Funding Approval ("Commitment") of the same number, which was approved by the Secretary on January 6, 2014. The funds paid or credited to the account of the Borrower pursuant to the Note are referred to herein as the "Guaranteed Loan Funds." The Note (including the Fiscal Agency Agreement and the Trust Agreement as defined in Section I.A. of the Note and incorporated therein) is hereby incorporated into the Contract. Terms used in the Contract with initial capital letters and not otherwise defined in the text hereof shall have the respective meanings given thereto in the Note. The Fiscal Agency Agreement and the Trust Agreement are sometimes collectively referred to herein as the "Fiscal Agency/Trust Agreements," and the Fiscal Agent and the Trustee respectively are sometimes collectively referred to as the "Fiscal Agent/Trustee."

PART I

- A. **The Note: Advances and Records.** The Note provides that Advances and Conversion Date Advances shall be made thereunder upon the written request of the Borrower and the approval of the Secretary, pursuant to this Contract and the Fiscal Agency Agreement. The Commitment Schedule attached to the Note represents the principal repayment schedule for the Maximum Commitment Amount of the Note. At all times, the total amount of all Advances and Conversion Date Advances under the Note for all Principal Due Dates shall not exceed the Maximum Commitment Amount of the Note. Prior to the Conversion Date (as defined in the Note, Section I.A.), the total amount of Advances made by the Holder for each Principal Due Date under the Note shall not exceed the applicable Commitment Amount for such Principal Due Date set forth in the Commitment Schedule of the Note. Prior to the

Conversion Date, the Borrower agrees that the Fiscal Agent pursuant to the Fiscal Agency Agreement shall record the date and amount of each payment and Advance under the Note and shall maintain the books and records of all Advances and Conversion Date Advances for each Principal Due Date, interest rates on Advances, payments, and Principal Amounts outstanding for each Principal Due Date. On and after the Conversion Date, the Borrower agrees that the Trustee pursuant to the Trust Agreement will maintain the books and records of all payments on the Note and all Principal Amounts and interest rates on such Principal Amounts (each as to be set forth on Schedule P&I to the Note). No advances of any kind may be made on the Note after its Conversion Date.

- B. **Borrower's Requests for Advances.** All requests for Advances or Conversion Date Advances by the Borrower under the Note shall: be in writing; specify the amount of the Advance requested; identify the Note by Borrower, number and Maximum Commitment Amount; be addressed to the Secretary at the address for notices specified in paragraph 12(f) of this Contract; be signed by an authorized official of the Borrower; and otherwise be in the form prescribed by the Secretary. Advances and Conversion Date Advances shall be requested and will only be approved and made in increments of not less than \$1,000 for any Principal Due Date. A request for an initial Advance under a Note, or a request for a Conversion Date Advance, shall be received by the Secretary at least ten Business Days prior to the Borrower's proposed Funding Date or Conversion Date, as applicable. All other requests for Advances shall be received by the Secretary not less than five Business Days prior to the proposed Funding Date. The Borrower may not deliver a Note or a request for an Advance or Conversion Date Advance to the Secretary more than two calendar months prior to the Borrower's proposed Funding Date. At least two Business Days prior to the proposed Funding Date or Conversion Date if the Borrower's request was timely received, or the next available Funding Date for which the request was timely received, the Secretary shall, except as otherwise provided in paragraph 11(c) or 12 hereof, deliver a corresponding Authorization Order or Advance Order (as applicable) to the Fiscal Agent in accordance with Section 2.03 or 2.04 of the Fiscal Agency Agreement for the applicable Funding Date or Conversion Date. If the Borrower requests an Advance or Conversion Date Advance of less than the outstanding Maximum Commitment Amount under the Note, the Borrower may also specify in its written request the amount of the Advance or Conversion Date Advance to be allocated to each Commitment Amount or Principal Amount per Principal Due Date under the Note. If the Borrower does not specify how the Advance or Conversion Date Advance should be allocated among Commitment Amounts/Principal Due Dates, the Borrower hereby authorizes the Secretary to direct the Fiscal Agent to allocate the

Advance to the respective Commitment Amounts or Principal Amounts in order of the earliest Principal Due Date(s).

- C. **Conversion; Public Offering.** On the Conversion Date (if any), trust certificates backed by the Note (and similar notes issued by other Section 108 borrowers) will be purchased for a purchase price of the full principal amount thereof by underwriters selected by the Secretary (the "Underwriters") pursuant to an Underwriting Agreement between the Underwriters and the Secretary, at a closing on such Conversion Date as determined by the Secretary and the Underwriters. The Borrower agrees that the interest rate at which the trust certificate of a specified maturity is sold to the Underwriters shall govern the interest rate inserted on the Conversion Date in Schedule P&I of the Note for the Principal Amount of corresponding maturity.
- D. **Consents.** By execution of this Contract, the Borrower ratifies and consents to the Secretary's selection of the Underwriters and authorizes the Secretary to negotiate with the Underwriters the terms of the Underwriting Agreement and of the public offering of interests in the trust certificates to investors (including the applicable interest rates). In addition, by execution hereof the Borrower ratifies and consents to the Secretary's selection of the Fiscal Agent/Trustee and agrees to the respective terms of the Fiscal Agency/Trust Agreements. If Advances have been made in the Maximum Commitment Amount of the Note not less than ten Business Days prior to the proposed Conversion Date, or if the Borrower requests a Conversion Date Advance, the Borrower authorizes the Secretary to deliver Schedule P&I to the Note completed in accordance herewith to the Fiscal Agent/Trustee on the Conversion Date in accordance with the Fiscal Agency/Trust Agreements, concurrent with delivery of the Secretary's Guarantee of the trust certificates at the closing on the Conversion Date, and thereafter the Note shall be enforceable in accordance with its terms including Schedule P&I. In addition, the Secretary reserves the right to notify the Borrower not less than one calendar month in advance of a specified Conversion Date that the Note will be sold to the Underwriters on such date, if the Secretary in his sole discretion determines that market conditions or program needs require the participation in the proposed public offering of all or substantially all Borrowers with outstanding Advances.

PART II**1. Receipt, Deposit and Use of Guaranteed Loan Funds.**

(a) Except for funds deducted on the Conversion Date pursuant to paragraph 4(b) and fees and charges deducted by the Fiscal Agent/Trustee pursuant to paragraph 4(a), the Guaranteed Loan Funds shall be electronically transferred in accordance with the Borrower's instructions for deposit in a separate, identifiable account (the "Guaranteed Loan Funds Account") with a financial institution whose deposits or accounts are Federally insured. The Guaranteed Loan Funds Account shall be established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Deposit Account" (**Attachment 1**) and shall be continuously maintained for the Guaranteed Loan Funds. Such Letter Agreement must be executed when the Guaranteed Loan Funds Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.)

The Borrower shall make withdrawals from said account only for payment of the costs of approved Section 108 activities, for transfer to the Loan Repayment Account or for the temporary investment of funds pursuant to this paragraph 1(a). Such temporary investment of funds into the Guaranteed Loan Funds Investment Account shall be required within three Business Days after the balance of deposited funds exceeds the amount of the Federal deposit insurance on the Guaranteed Loan Funds Account. At that time, any balance of funds in the Guaranteed Loan Funds Account exceeding such insurance coverage shall be fully (100%) and continuously invested in Government Obligations, as defined in paragraph 10 hereof, held in the Guaranteed Loan Funds Investment Account.

All temporary investments, whether or not required as above, shall be limited to Government Obligations having maturities that are consistent with the cash requirements of the approved activities. In no event shall the investments mature on or after June 30, 2016, or have maturities which exceed one year. All such investments shall be held in trust for the benefit of the Secretary by the above financial institution in an account (the "Guaranteed Loan Funds Investment Account") established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Investment Account" (**Attachment 2**), which account shall be maintained for all Government Obligations purchased with funds from the Guaranteed Loan Funds Account. The Guaranteed Loan Funds Investment Account need only be established if and when the Borrower is required to invest, or otherwise invests, the Guaranteed Loan Funds in Government Obligations. Such Letter

Agreement must be executed when the Guaranteed Loan Funds Investment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) All proceeds and income derived from such investments shall be returned to the Guaranteed Loan Funds Account.

All funds in the Guaranteed Loan Funds Account or the Guaranteed Loan Funds Investment Account must be withdrawn and disbursed by the Borrower for approved activities by June 30, 2016. Any funds remaining in either Account after this date shall be immediately transferred to the Loan Repayment Account established pursuant to paragraph 6 of this Contract.

(b) The Borrower shall by the fifteenth day of each month provide the Secretary with a written statement showing the balance of funds in the Guaranteed Loan Funds Account and the withdrawals from such account during the preceding calendar month, and a statement identifying the obligations and their assignments in the Guaranteed Loan Funds Investment Account.

(c) Upon the Secretary giving notice that the Borrower is in Default under this Contract or the Note, all right, title, and interest of the Borrower in and to the Guaranteed Loan Funds and Guaranteed Loan Funds Investment Accounts shall immediately vest in the Secretary for use in making payment on the Note, purchase of Government Obligations in accordance with paragraph 10, or payment of any other obligations of the Borrower under this Contract or the Fiscal Agency/Trust Agreements.

2. **Payments Due on Note; Final Payment and Discharge.** The Borrower shall pay to the Fiscal Agent/Trustee, as collection agent for the Note, all amounts due pursuant to the terms of the Note. In accordance with the Note and the Fiscal Agency/Trust Agreements, payment shall be made by 3:00 P.M. (New York City time) on the seventh Business Day (the "Note Payment Date") preceding the relevant Interest Due Date or Principal Due Date (each as defined in the Note). If any Note Payment Date falls on a day that is not a Business Day, then the required payment shall be made on the next Business Day. Payment may be made by check or wire transfer.

Upon final payment of all amounts due to Holders under the Note, including any payment made by the Secretary pursuant to the Guarantee, the Fiscal Agent/Trustee is required by the Fiscal Agency/Trust Agreements to return the Note to the Secretary. Upon final payment to the Secretary of any amounts due as a result of Guarantee Payments or otherwise due under this Contract, the Secretary will cancel and return the Note to the Borrower in discharge of the Borrower's obligations under the Note.

3. **Selection of New Fiscal Agent or Trustee.** The Secretary shall select a new Fiscal Agent or Trustee if the Fiscal Agent or Trustee resigns or is removed by the Secretary. The Borrower hereby consents in advance to any such selection and to any changes in the Fiscal Agency/Trust Agreements agreed to by any Fiscal Agent or Trustee and the Secretary, subject to paragraph 4(e) of this Contract.

4. **Payments Due Fiscal Agent or Trustee; Documents to the Secretary.**

(a) The Borrower agrees to pay the fees of the Fiscal Agent as required by Exhibit G to the Fiscal Agency Agreement, and any additional amounts that may be due pursuant to Section 6.01 of the Fiscal Agency Agreement. If not paid by the Borrower by any other means prior thereto, the Borrower agrees that any such fees or additional amounts that have been incurred prior to an Advance or a Conversion Date Advance may be deducted by the Fiscal Agent/Trustee from the proceeds of the Advance or Conversion Date Advance, as applicable.

(b) The Borrower agrees to pay the Borrower's share, as determined by the Secretary, of the customary and usual issuance, underwriting, and other costs related to the public offering and future administration of the Note and the trust certificates, as approved by the Secretary, including the cost of reimbursement and/or compensation of the Trustee pursuant to the Trust Agreement, including Sections 3.11 and 7.01 thereof. In connection with the public offering on the Conversion Date, such payment shall either be made by wire transfer to the Trustee on the day prior to the Conversion Date or shall be deducted from the Guaranteed Loan Funds on the Conversion Date.

(c) The Borrower shall submit to the Secretary not later than ten Business Days prior to the Funding Date for the initial Advance hereunder, or if not submitted earlier, prior to any Conversion Date or Public Offering Date applicable to the Note, this executed Contract, the executed Note, a request for an Advance or a Conversion Date Advance (as applicable) in proper form, and an opinion acceptable to the Secretary from the Borrower's counsel to the effect that: (i) the governing body of the Borrower has authorized by resolution or ordinance, in accordance with applicable State and local law, the issuance of the Note and the execution of this Contract; (ii) the Note and this Contract are valid, binding, and enforceable obligations of the Borrower; (iii) the pledge of funds pursuant to 24 CFR 570.705(b)(2) and paragraph 5(a) of this Contract is valid and binding; and (iv) there is no outstanding litigation that will affect the validity of the Note or this Contract. In addition, the Borrower shall submit any other additional documents or opinions specifically

required by this Contract (e.g., paragraph 5(c), or paragraph 15, *et seq.*), at the time required thereby.

(d) The Borrower agrees to reimburse the Underwriters upon demand by the Secretary for the Borrower's share, as determined by the Secretary, of all reasonable out-of-pocket expenses (including reasonable fees and disbursements of counsel) incurred in connection with a proposed public offering, if the Underwriters incur such additional costs for the public offering because of any refusal, inability, or failure on the part of the Borrower timely to submit in acceptable form any document required by this Contract (including paragraph 4(c)), or because of any withdrawal by the Borrower from the public offering, after the Borrower has submitted a request for a Conversion Date Advance hereunder. By execution and delivery of this Contract to the Secretary, the Borrower hereby expressly authorizes the Secretary to pay amounts due under this paragraph from funds pledged under paragraph 5(a) of this Contract.

(e) The undertakings in paragraphs 3 and 4 of this Contract are expressly subject to the requirement that the Fiscal Agency/Trust Agreements shall in no event require payment of fees or charges, reimbursement of expenses, or any indemnification by the Borrower from any source other than funds pledged pursuant to paragraphs 5 or 15 *et seq.* of this Contract.

5. **Security.** The Borrower hereby pledges as security for repayment of the Note, and such other charges as may be authorized in this Contract, the following:

(a) All allocations or grants which have been made or for which the Borrower may become eligible under Section 106 of the Act, as well as any grants which are or may become available to the Borrower pursuant to Section 108(q).

(b) Program income, as defined at 24 CFR 570.500(a) (or any successor regulation), directly generated from the use of the Guaranteed Loan Funds.

(c) Other security as described in paragraph 15, *et seq.*

(d) All proceeds (including insurance and condemnation proceeds) from any of the foregoing.

(e) All funds or investments in the accounts established pursuant to paragraphs 1 and 6 of this Contract.

6. **Loan Repayment Account.**

(a) All amounts pledged pursuant to paragraphs 5(b), 5(c), and 5(d) of this Contract shall be deposited immediately on

receipt in a separate identifiable account (the "Loan Repayment Account") with a financial institution whose deposits or accounts are Federally insured. The Loan Repayment Account shall be established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Deposit Account" (**Attachment 1**) and shall be maintained for such pledged funds. The Loan Repayment Account need only be established if and when the Borrower receives amounts pledged pursuant to paragraph 5(b), 5(c) or 5(d). Such Letter Agreement must be executed when the Loan Repayment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) Borrower shall make withdrawals from said account only for the purpose of paying interest and principal due on the Note (including the purchase of Government Obligations in accordance with paragraph 10 hereof), for payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, or for the temporary investment of funds pursuant to this paragraph, until final payment and discharge of the indebtedness evidenced by the Note, unless otherwise expressly authorized by the Secretary in writing. Such temporary investment of funds shall be required within three Business Days after the balance of deposited funds exceeds the amount of the Federal deposit insurance on the Loan Repayment Account. At that time, the balance of funds in the Loan Repayment Account exceeding such insurance coverage shall be fully (100%) and continuously invested in Government Obligations, as defined in paragraph 10 hereof.

All temporary investments, whether or not required as above, shall be limited to Government Obligations having maturities that are consistent with cash requirements for payment of principal and interest as required under the Note. In no event shall the maturities of such investments exceed one year. All such investments shall be held in trust for the benefit of the Secretary by the above financial institution in an account (the "Loan Repayment Investment Account") established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Investment Account" (**Attachment 2**), which account shall be maintained for all Government Obligations purchased with funds from the Loan Repayment Account. Such Letter Agreement must be executed when the Loan Repayment Investment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) All proceeds and income derived from such investments shall be returned to the Loan Repayment Account.

(b) Borrower shall by the fifteenth day of each month, provide the Secretary with a written statement showing the

balance of funds in the Loan Repayment Account and the deposits and withdrawals of all funds in such account during the preceding calendar month and a statement identifying the obligations and their assignments in the Loan Repayment Investment Account.

(c) Upon the Secretary giving notice that the Borrower is in Default under this Contract or the Note, all right, title, and interest of the Borrower in and to the Loan Repayment and Loan Repayment Investment Accounts shall immediately vest in the Secretary for use in making payment on the Note, purchase of Government Obligations in accordance with paragraph 10, or payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements.

7. **Use of CDBG, EDI or BEDI Funds for Repayment.** Any funds available to the Borrower under Section 106 of the Act (including program income derived therefrom) are authorized to be used by the Borrower for payments due on the Note, Optional Redemption (as defined in the Note), payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, or the purchase of Government Obligations in accordance with paragraph 10. Any funds specifically available to the Borrower for such payments or as a debt service reserve under an EDI or BEDI Grant Agreement pursuant to Section 108(q) of the Act which supports the eligible project(s) and activities financed by the Note may also be used therefor; any other use of Section 108(q) funds for such purposes shall require the prior written approval of the Secretary. Unless otherwise specifically provided herein or unless otherwise expressly authorized by the Secretary in writing, the Borrower shall substantially disburse funds available in the Loan Repayment or the Loan Repayment Investment Accounts before funds from grants under Section 106 of the Act are withdrawn from the U.S. Treasury for such purposes.
8. **Secretary's Right to Restrict Use of CDBG Funds to Repayment.** Upon a determination by the Secretary that payments required by paragraph 2 and/or paragraph 4 of this Contract are unlikely to be made as specified, the Secretary may give the Borrower notice that the availability to the Borrower of funds pledged under paragraph 5(a) of this Contract for purposes other than satisfaction of the pledge is being restricted. This restriction shall be in an amount estimated by the Secretary to be sufficient to ensure that the payments referred to in paragraph 2 and/or paragraph 4 hereof are made when due. This restriction may be given effect by conditioning the restricted amounts to prohibit disbursement for purposes other than satisfaction of the pledge at the time such restricted funds are approved as grants, by limiting the Borrower's ability to draw down or expend the restricted funds for other purposes, and by disapproving payment requests submitted with respect to such grants for purposes other than satisfaction of the pledge.

9. **Secretary's Right to Use Pledged Funds for Repayment.** The Secretary may use funds pledged under paragraph 5(a) of this Contract or funds restricted under grants pursuant to paragraph 8 of this Contract to make any payment required of the Borrower under paragraph 2 and/or paragraph 4, if such payment has not been timely made by the Borrower.
10. **Defeasance.** For purposes of this Contract, after the Conversion Date the Note shall be deemed to have been paid (defeased) if there shall have been deposited with the Trustee either moneys or Government Obligations (as defined below), which in the sole determination of the Secretary, mature and bear interest at times and in amounts sufficient, together with any other moneys on deposit with the Trustee for such purpose, to pay when due the principal and interest to become due on the Note. The Aggregate Principal Amount of the Note or any unpaid Principal Amount may be so defeased, in whole or in part, as of any Interest Due Date, or any other Business Day acceptable to both HUD and the Borrower. In accordance with the Note and the Trust Agreement, the Borrower shall give timely notice and written instructions to the Secretary and the Trustee concerning any principal amounts proposed to be defeased, including any Optional Redemptions proposed, which instructions shall be approved by the Secretary. If the unpaid Aggregate Principal Amount of the Note guaranteed pursuant to this Contract shall be defeased and deemed to have been paid in full, then the Borrower shall be released from all agreements, covenants, and further obligations under the Note.

"Government Obligation" means a direct obligation of, or any obligation for which the full and timely payment of principal and interest is guaranteed by, the United States of America, including but not limited to, United States Treasury Certificates of Indebtedness, Notes and Bonds - State and Local Government Series or certificates of ownership of the principal of or interest on direct obligations of, or obligations unconditionally guaranteed by, the United States of America, which obligations are held in trust by a commercial bank which is a member of the Federal Reserve System and has capital and surplus (exclusive of undivided profits) in excess of \$100,000,000.

11. **Default.** (a) A Default under the Note and this Contract shall occur upon failure by the Borrower to:
- (i) pay when due an installment of principal or interest on the Note; or
 - (ii) punctually and properly perform, observe, and comply with any covenant, agreement, or condition contained in: (A) this Contract, (B) any security agreement, deed of trust, mortgage, assignment, guarantee, or other contract securing payment of indebtedness evidenced by the Note, or (C) any future

amendments, modifications, restatements, renewals, or extensions of any such documents.

(b) The Borrower waives notice of Default and opportunity for hearing with respect to a Default under paragraph 11(a).

(c) In addition to Defaults under paragraph 11(a), the Secretary may declare the Note in Default if the Secretary makes a final decision in accordance with the provisions of section 111 of the Act and 24 CFR 570.913 (or any successor provisions), including requirements for reasonable notice and opportunity for hearing, that the Borrower has failed to comply substantially with title I of the Act.

Notwithstanding any other provision, following the giving of such reasonable notice, the Secretary may, in the Secretary's sole discretion pending the Secretary's final decision, withhold the guarantee of any or all obligations not yet guaranteed on behalf of the Borrower under outstanding commitments, suspend approval of any further Advances or Conversion Date Advances under the Note, and/or direct the Borrower's financial institution to: refuse to honor any instruments drawn upon, or withdrawals from, the Guaranteed Loan Funds Account or the Loan Repayment Account initiated by the Borrower, and/or refuse to release obligations and assignments by the Borrower from the Guaranteed Loan Funds Investment Account or the Loan Repayment Investment Account.

12. **Remedial Actions.** Upon a Default or declaration of Default under this Contract, the Secretary may, in the Secretary's sole discretion, take any or all of the following remedial actions:

(a) With any funds or security pledged under this Contract, the Secretary may: (i) continue to make payments due on the Note, (ii) make a prepayment under Section I.D. of the Note or make an acceleration payment with respect to the principal amount of the Note subject to Optional Redemption as provided in Section III of the Note, (iii) purchase Government Obligations in accordance with paragraph 10 of this Contract, (iv) pay any interest due for late payment as provided in the Note, this Contract, or the Fiscal Agency/Trust Agreements, (v) pay any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, and/or (vi) pay any reasonable expenses incurred by the Secretary or the Fiscal Agent/Trustee as result of the Borrower's Default.

(b) The Secretary may withhold the guarantee of any or all obligations not yet guaranteed or the disbursement of any or all grants not yet disbursed in full under outstanding guarantee commitments or grant approvals for the Borrower under Sections 108 and/or 106 of the Act.

(c) The Secretary may withhold approval of any or all further Advances or Conversion Date Advances under the Note (if

applicable); direct the Borrower's financial institution to refuse to: honor any instruments drawn upon, or withdrawals from, the Guaranteed Loan Funds Account or the Loan Repayment Account by the Borrower, and/or to release obligations and assignments by the Borrower from the Guaranteed Loan Funds Investment Account or the Loan Repayment Investment Account; and/or direct the Borrower and/or the Borrower's financial institution to transfer remaining balances from the Guaranteed Loan Funds Account to the Loan Repayment Account.

(d) Until the Conversion Date, or with respect to amounts subject to Optional Redemption, the Secretary may accelerate the Note.

(e) The Secretary may exercise any other appropriate remedies or sanctions available by law or regulation applicable to the assistance provided under this Contract, or may institute any other action available under law to recover Guaranteed Loan Funds or to reimburse the Secretary for any payment under the Secretary's Guarantee or any reasonable expenses incurred by the Secretary as a result of the Default.

(f) All notices and submissions provided for hereunder shall be in writing (including by telex, telecopier or any other form of facsimile communication) and mailed or sent or delivered, as to each party hereto, at its address set forth below or at such other address as shall be designated by such party in a written notice to the other party hereto. All such notices and other communications shall be effective when received as follows: (i) if sent by hand delivery, upon delivery; (ii) if sent by mail, upon the earlier of the date of receipt or five Business Days after deposit in the mail, postage prepaid; (iii) if sent by telex, upon receipt by the sender of an answer back; and (iv) if sent by telecopier, upon receipt.

The Secretary:

U.S. Dept. of Housing and Urban Development
Attention: Paul Webster, Director
Financial Management Division
451 7th Street SW, Room 7180
Washington, DC 20410

Borrower:

City of Pompano Beach, FL
Attn: Miriam Carrillo, Director
Office of Housing and Urban Improvements
100 West Atlantic Boulevard
Pompano Beach, FL 33060

13. **Limited Liability.** Notwithstanding any other provision of this Contract, the Fiscal Agency/Trust Agreements or the Note, any recovery against the Borrower for any liability for amounts due pursuant to the Note, the Fiscal Agency/Trust Agreements or this Contract shall be limited to the sources of security pledged in paragraph 5 or any Special Conditions of this Contract. Neither the general credit nor the taxing power of the Borrower, or of the State in which the Borrower is located, is pledged for any payment due under the Note, the Contract, or the Fiscal Agency/Trust Agreements.
14. **Incorporated Grant Agreement.** The Contract and the Note are hereby incorporated in and made a part of the Grant Agreement authorized by the Secretary on September 19, 2013 under the Funding Approval for grant number B-13-MC-12-0026 to the Borrower. In carrying out activities with the Guaranteed Loan Funds hereunder, the Borrower agrees to comply with the Act and 24 CFR Part 570, as provided in Subpart M thereof.
15. **Special Conditions and Modifications:**
- (a) Paragraph 5(c) of the Contract is amended by deleting the paragraph as written in its entirety and substituting therefor the following:
- "(c) Other security, consisting of any and all rights, titles, and interests of the Borrower in and to the Deposit Account described in the Deposit Account Agreement (the 'Deposit Account Agreement') entered into by the Borrower (also referred to as the 'City') and the Secretary (also referred to as 'HUD' or 'Secured Party') and which shall be executed in substantially the form as in **Attachment 3**. Pursuant to that Deposit Account Agreement, the Borrower has established a debt service reserve, known as the 'Fund Balance/Reserved for Debt Service/Reserve-Section 108 Loan' Account numbered _____, in the amount of \$387,500.
- Borrower shall provide to the Secretary a security interest in the D/S Reserve Account, pursuant to a security agreement (the 'Security Agreement'), which shall also be referenced in appropriate Uniform Commercial Code ('UCC') Financing Statements filed in accordance with the UCC. The Security Agreement and such UCC Financing Statements shall contain such provisions as the Secretary deems necessary."
- (b) Guaranteed Loan Funds shall be used by the Borrower for the following activities in connection with the Infrastructure Fund project (the "Project"):
- (i) installation of public facilities, including public

streets, sidewalks, other site improvements, and public utilities in accordance with 24 CFR 570.703(1).

- (ii) A debt service reserve to be used in accordance with requirements specified in the contract entered into pursuant to § 570.705(b)(1).
- (c) The Borrower shall deliver to the Secretary contemporaneously with the delivery of this Contract and the Note:
- (i) original, executed copies of the Deposit Account Agreement and the Security Agreement, along with a UCC-1 Financing Statement.
 - (ii) an opinion of Borrower's counsel on its letterhead, addressed and satisfactory to the Secretary, that the Deposit Account Agreement and the Security Agreement are valid and legally binding obligations, enforceable in accordance with their terms.
- (d) Paragraph 12 is amended by adding at the end thereof the following language:
- "(g) The Secretary may exercise or enforce any and all other rights or remedies (including any and all rights and remedies available to a secured party under the Uniform Commercial Code) available by law or agreement against the Borrower or against any other person or property."
- (e) The Borrower agrees that failure to maintain the D/S Reserve Account and to perform other obligations of the Borrower as set forth in the Deposit Account Agreement and the Security Agreement shall constitute a default (an "Event of Default") under this Contract. Upon the occurrence of an Event of Default, the Secretary may (without prior notice or hearing, which Borrower hereby expressly waives), in addition to (and not in lieu of) exercising any and all remedies that may be available to the Secretary, declare the Note in Default and exercise any and all remedies available under paragraph 12. This paragraph shall not affect the right of the Secretary to declare the Note in Default pursuant to paragraph 11 and to exercise in connection therewith any and all remedies available under paragraph 12.
- (f) Additional Grounds for Default. Notice of Default. Restriction of Pledged Grants. Availability of Other Remedial Actions.
- (i) The Borrower acknowledges and agrees that the

Secretary's guarantee of the Note is made in reliance upon the availability of grants pledged pursuant to paragraph 5(a) (individually, a "Pledged Grant" and, collectively, the "Pledged Grants") in any Federal fiscal year subsequent to the Federal fiscal year ending September 30, 2014 to: (A) pay when due the payments to become due on the Note, or (B) defease (or, if permitted, prepay) the full amount outstanding on the Note. The Borrower further acknowledges and agrees that if the Secretary (in the Secretary's sole discretion) determines that Pledged Grants are unlikely to be available for either of such purposes, such determination shall be a permissible basis for any of the actions specified in paragraphs (ii) and (iii) below (without notice or hearing, which the Borrower expressly waives).

(ii) Upon written notice from the Secretary to the Borrower at the address specified in paragraph 12(f) above that the Secretary (in the Secretary's sole discretion) has determined that Pledged Grants are unlikely to be available for either of the purposes specified in (A) and (B) of paragraph (i) above (such notice being hereinafter referred to as the "Notice of Impaired Security"), the Secretary may limit the availability of Pledged Grants by withholding amounts at the time a Pledged Grant is approved or by disapproving payment requests (drawdowns) submitted with respect to Pledged Grants.

(iii) If after 60 days from the Notice of Impaired Security the Secretary (in the Secretary's sole discretion) determines that Pledged Grants are still unlikely to be available for either of the purposes specified in (A) and (B) of paragraph (i) above, the Secretary may declare the Note in Default and exercise any and all remedies available under paragraph 12. This paragraph (iii) shall not affect the right of the Secretary to declare the Note and/or this Contract in Default pursuant to paragraph 11 and to exercise in connection therewith any and all remedies available under paragraph 12.

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THE UNDERSIGNED, as authorized officials on behalf of the Borrower or the Secretary, have executed this Contract for Loan Guarantee Assistance, which shall be effective as of the date of execution hereof on behalf of the Secretary.

City of Pompano Beach, Florida
BORROWER

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

SECRETARY OF HOUSING AND URBAN
DEVELOPMENT

BY: _____
(Signature)

Marion Mollegen McFadden
(Name)

Deputy Assistant Secretary
for Grant Programs
(Title)

(Date)

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

Note No. _____

Attachment 1

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**LETTER AGREEMENT FOR
SECTION 108 LOAN GUARANTEE PROGRAM
DEPOSIT ACCOUNT**

Name of Institution (and Branch)

Street

City, State, Zip Code

This account is established for funds received by the Borrower under Note(s) guaranteed by the United States Department of Housing and Urban Development (HUD) under the Section 108 Loan Guarantee Program (**Guaranteed Loan Funds Account**).

This account is established for repayment of the Note(s) guaranteed by HUD under the Section 108 Loan Guarantee Program (**Loan Repayment Account**).

This account is established as a debt service reserve under the Section 108 Loan Guarantee Program (**Debt Service Reserve Account**).

You are hereby authorized and requested to establish a deposit account to be specifically designated:

"[Name of Borrower] _____, as Trustee of United States Department of Housing and Urban Development." All deposits made into such account shall be subject to withdrawal therefrom by the Borrower named below, unless and until HUD provides you with a notice that it is assuming control over the account. Thereafter withdrawals may not be made by the Borrower. Within a reasonable period of time, not to exceed two business days, after your receipt of such notice from HUD, you shall so prevent such Borrower withdrawals and, if requested by HUD in writing, shall thereafter forward monthly to HUD, to an account it specifies in its notice, the collected and available balance in such account.

You are further authorized, after receipt of the notice from HUD, to refuse to honor any instrument drawn upon or withdrawals from such account by parties other than HUD. In no instance shall the funds in the deposit account be used to offset funds which may have been advanced to, or on behalf of, the Borrower by you. You are permitted,

however, to debit from the account your customary fees and charges for maintaining the account and the amount of any deposits that are made to the account and returned unpaid for any reason.

Such account shall also be subject to your standard agreement and documents relating to the opening and maintenance of bank accounts with you. In the event of any conflict between this Letter Agreement and such agreements and documents, this Letter Agreement shall control.

This letter is submitted to you in duplicate. Please execute the duplicate copy of the certificate below, acknowledging the existence of such account, so that we may present the copy signed by you to HUD.

Name of Borrower: _____

By: _____ Date: _____
[Signature]

Name and Title: _____

The undersigned institution certifies to the United States Department of Housing and Urban Development (HUD) that the account identified is in existence in this institution under account number: _____, and agrees with the Borrower named above and HUD to promptly comply with HUD's notice in the manner provided in the above letter, but in no event to exceed two business days. The undersigned institution further agrees, after receipt of the HUD notice as set forth above, to refuse to honor any instruments drawn upon or withdrawals from such account by parties other than HUD. In no instance shall the funds in the deposit account be used to offset funds which may have been advanced to, or on behalf of, the Borrower by the institution, except as set forth above. Deposits in this institution are insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Administration up to statutory limits.

Name of Institution: _____

By: _____ Date: _____
(Signature)

Name and Title: _____

Note No. _____

Attachment 2

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**LETTER AGREEMENT FOR
SECTION 108 LOAN GUARANTEE PROGRAM
INVESTMENT ACCOUNT**

Name of Institution (and Branch)

Street

City, State, Zip Code

This account is established to hold obligations and their assignments, such obligations having been purchased with funds from the Guaranteed Loan Funds Account **(Guaranteed Loan Funds Investment Account)**.

This account is established to hold obligations and their assignments, such obligations having been purchased with funds from the Loan Repayment Account **(Loan Repayment Investment Account)**.

This account is established to hold obligations and their assignments, such obligations having been purchased with funds from the Debt Service Reserve Account **(Debt Service Reserve Investment Account)**.

You are hereby authorized and requested to hold obligations and assignments of those obligations in trust for the United States Department of Housing and Urban Development (HUD) in an account specifically designated:

"[Name of Borrower] _____, as Trustee of United States Department of Housing and Urban Development." All obligations and assignments shall be subject to release to the Borrower named below, unless and until HUD provides you with a notice that it is assuming control over the account. Thereafter, releases may not be made by the Borrower. Within a reasonable period of time, not to exceed two business days, after your receipt of such notice from HUD, you shall so prevent such Borrower releases and, if requested by HUD in writing, shall thereafter forward monthly to HUD, to an account it specifies in its notice, the collected and available balance in such account.

You are further authorized, after receipt of the notice from HUD, to refuse to honor any request for release of the obligations and assignments from such account by parties other than HUD. In no instance shall the obligations in this account be used to offset funds which may have been advanced to, or on behalf of, the Borrower by you. You are permitted, however, to debit from the account your customary fees and charges for maintaining the account and the amount of any deposits that are made to the account and returned unpaid for any reason.

Such account shall also be subject to your standard agreement and documents relating to the opening and maintenance of bank accounts with you. In the event of any conflict between this Letter Agreement and such agreements and documents, this Letter Agreement shall control.

This letter is submitted to you in duplicate. Please execute the duplicate copy of the certificate below, acknowledging the existence of such account, so that we may present the copy signed by you to HUD.

Name of Borrower: _____

By: _____ Date: _____
[Signature]

Name and Title: _____

The undersigned institution certifies to the United States Department of Housing and Urban Development (HUD) that the account identified is in existence in this institution under account number: _____, and agrees with the Borrower named above and HUD to promptly comply with HUD's notice in the manner provided in the above letter, but in no event to exceed two business days. The undersigned institution further agrees, after receipt of the HUD notice as set forth above, to refuse to honor any request for release of the obligations and assignments from such account by parties other than HUD. In no instance shall the obligations in the account be used to offset funds which may have been advanced to, or on behalf of, the Borrower by the financial institution, except as set forth above. Deposits in this institution are insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Administration up to the statutory limits..

Name of Institution: _____

By: _____ Date: _____
(Signature)

Name and Title: _____

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SECTION 108 LOAN GUARANTEE PROGRAM**

VARIABLE/FIXED RATE NOTE

NOTE NUMBER: **B-13-MC-12-0026**

DATE OF NOTE: _____

BORROWER: **City of Pompano Beach,
Florida**

PRINCIPAL DUE DATES AND PRINCIPAL AMOUNT: Before the Conversion Date, the aggregate of Advances made for each applicable Principal Due Date specified in the Commitment Schedule to this Note; on or after the Conversion Date, the Principal Amount (if any) listed for each Principal Due Date in Schedule P & I hereto.

Infrastructure Fund

MAXIMUM COMMITMENT
AMOUNT: **\$4,308,000**

COMMITMENT AMOUNTS: See
Commitment Schedule attached hereto.

VARIABLE INTEREST RATE: As set forth below.

REGISTERED HOLDER: AFTERWATCH & CO
 As Nominee for
 Money Market Obligations Trust
 on behalf of its Government Obligations Fund

I. Terms Applicable Before the Conversion Date

A. Advances

For value received, the undersigned, the City of Pompano Beach, FL (the "Borrower"), which term includes any successors and assigns, a public entity organized and existing under the laws of the State (or Commonwealth as applicable) of Florida, promises to pay to the Registered Holder

(the "Holder," which term includes any successors or assigns), at the time, in the manner, and with interest at the rate or rates hereinafter provided, such amounts as may be advanced under this Note from time to time by the Holder for disbursement to, or on behalf of, the Borrower (individually, an "Advance", and collectively, "Advances"). The Holder shall make Advances upon the written request of the Borrower and the approval of the Secretary of Housing and Urban Development or his designee (the "Secretary"), pursuant to the Contract for Loan Guarantee Assistance (as further defined in Section IV.A. of this Note, the "Contract"), and the Amended and Restated Master Fiscal Agency Agreement (the "Fiscal Agency Agreement") dated as of May 17, 2000, between The Chase Manhattan Bank (now known as Bank of New York Mellon), as Fiscal Agent (the "Fiscal Agent"), and the Secretary. The total amount of Advances made for each Principal Due Date under this Note shall not exceed the applicable Commitment Amount for such Principal Due Date set forth on the Commitment Schedule attached hereto. The aggregate of all Advances under this Note for all Principal Due Dates shall not exceed the Maximum Commitment Amount specified on the attached Commitment Schedule. The Fiscal Agent shall record the date and amount of all payments and Advances on this Note and maintain the books and records of all such Advances and Commitment Amounts for each corresponding Principal Due Date, and all payments. No Advances shall be made on this Note after its Conversion Date.

As used herein, "Conversion Date" means the date (if any) upon which this Note is (i) delivered by the Holder to the Fiscal Agent against payment therefore by the purchasers selected by the Secretary to make such payment; and (ii) assigned to Bank of New York Mellon (or any successor thereto) acting in its capacity as Trustee (the "Trustee") pursuant to a Trust Agreement between the Secretary and the Trustee, dated as of January 1, 1995, as such agreement may be amended or supplemented (the "Trust Agreement"). Upon the occurrence of both (i) and (ii) in the previous sentence, Section III of this Note applies, thereby converting this Note to a fixed rate obligation.

B. Variable Rate of Interest

From and including the date of each Advance to but excluding the earlier of (i) the Conversion Date, and (ii) the date of redemption or prepayment of such Advance pursuant to Section I.D. below (each such date of redemption or prepayment, a "Prepayment Date") interest shall be paid quarterly at a variable interest rate (as set forth below) on the unpaid principal balance of each Advance on the first day of each February, May, August and November (each, an "Interim Payment Date"), commencing on the first Interim Payment Date after the initial Advance is made under this Note. Interest also shall be paid on each applicable Conversion Date, Prepayment Date or Principal Due Date. The amount of interest payable on each Interim Payment Date will represent interest accrued during the three-month period ending immediately prior to such Interim Payment Date, or in the case of the first Interim Payment Date following each Advance that is not made on an Interim Payment Date, the period from and including the date of such Advance to but excluding the first Interim Payment Date following such Advance. The amount of interest payable on this Note's Conversion Date, Prepayment Date, or on any Principal Due Date that precedes such Conversion Date will represent interest accrued during the

period from the last Interim Payment Date to such Conversion Date, Prepayment Date, or Principal Due Date, respectively.

The initial variable interest rate for each Advance will be set on the date of such Advance and will be equal to 20 basis points (0.2%) above the Applicable LIBO Rate (as hereinafter defined) and thereafter will be adjusted monthly on the first day of each month (each, a "Reset Date") to a variable interest rate equal to 20 basis points (0.2%) above the Applicable LIBO Rate (such interest rate, as reset from time to time, the "Standard Note Rate"). If the Conversion Date for this Note has not occurred by the March 1 following the initial Advance under this Note, then the terms of Appendix A shall be used to set the variable interest rate. If the Fiscal Agent does not receive notice of either a Negotiated Special Interest Rate or Holder Determined Special Interest Rate (as defined in Appendix A attached hereto) from the Secretary or Holder, respectively, by the times specified in Appendix A to this Note, then the Standard Note Rate shall apply for the period to which such Negotiated Special Interest Rate or Holder Determined Special Interest Rate would otherwise apply. The Fiscal Agent may conclusively rely on any such notice as to the correctness of any matters set forth therein. Appendix A shall be inapplicable to this Note on or after the Conversion Date.

"LIBO Rate" for any given Business Day means, except in the case of manifest error, the interest rate per annum published on that day in the Eastern Edition of The Wall Street Journal or any successor publication ("WSJ"), published by Dow Jones & Company, Inc., in the section titled "Money Rates" (or any successor section) and opposite the caption "London Interbank Offered Rates (LIBOR) -- three months" (or any successor caption). If such rate does not appear in WSJ on a given Business Day, for each interest period, the LIBO Rate shall be the interest rate, converted to a bond-equivalent yield basis, for deposits in U.S. dollars for three months which appears on Telerate Page 3750 or such other page as may replace Page 3750 on that service or such other service or services as may be nominated by the British Bankers' Association for the purpose of displaying such rate (together, "Telerate Page 3750") as of 11:00 a.m., London time, on the day (the "Determination Date") that is two London Banking Days preceding the relevant Reset Date or Advance. If such rate does not appear on Telerate Page 3750 on such Determination Date, such rate shall be obtained from the Reuters Screen ISDA Page as of 11:00 a.m., London time, on such Determination Date. If, in turn, such rate does not appear on the Reuters Screen ISDA Page on such Determination Date, the offered quotation from each of four reference banks (expressed as a percentage per annum) as of approximately 11:00 a.m., London time, on such Determination Date for deposits in U.S. dollars to prime banks on the London interbank market for a 3-month period, commencing on the Reset Date or date of such Advance, shall be obtained. If at least two such quotations are provided, the LIBO Rate for such Reset Date or date of such Advance will be the arithmetic mean of the quotations, rounded to five decimal places. If fewer than two such quotations are provided as requested, the LIBO Rate for that Determination Date shall be the rate for the most recent day preceding such Determination Date for which the LIBO Rate shall have been displayed on Telerate Page 3750. The LIBO Rate for any interest period shall be converted to a bond-equivalent yield basis by multiplying such rate by the actual number of days in such interest period and dividing that number by 180.

"Applicable LIBO Rate" means: (1) with respect to the initial interest rate for the first Advance hereunder, the LIBO Rate two London Banking Days before the date of such first Advance; (2) with respect to the initial interest rate for any subsequent Advance made before the first Reset Date, the interest rate borne by the first Advance; (3) with respect to the initial interest rate for any subsequent Advance made after the first Reset Date, the LIBO Rate two London Banking Days before the immediately preceding Reset Date; and (4) with respect to the subsequent interest rate at any Reset Date for any Advance, the LIBO Rate two London Banking Days before such Reset Date.

"London Banking Day" means any day in which dealings in deposits in United States dollars are transacted in the London interbank market. Interest payable on or before the Conversion Date shall be calculated on the basis of a 360-day year and the actual number of days lapsed.

C. Principal Amount

Prior to the Conversion Date, the aggregate amount of Advances under this Note for each specified Principal Due Date shall be the Principal Amount paid by the Borrower on such Principal Due Date (as assigned to such Advances by the Secretary's instructions to the Fiscal Agent in accordance with the Contract and the Fiscal Agency Agreement), except to the extent such Principal Amount shall have been reduced by redemption before such Principal Due Date as provided below.

D. Redemption before Conversion Date

At any time on or before the Conversion Date, the Borrower, with the consent of the Secretary, may redeem this Note, in whole or in part, upon fourteen calendar days notice to the Fiscal Agent and the Secretary, at the purchase price of one hundred percent (100%) of the unpaid Principal Amount to be redeemed, plus accrued interest thereon to the date of redemption. Partial redemptions shall be credited against the applicable Principal Amount(s). The related Commitment Amounts and the Maximum Commitment Amount shall be adjusted concurrently with any such redemptions in accordance with the Secretary's instructions to the Fiscal Agent pursuant to the Contract and the Fiscal Agency Agreement.

II. Conversion

The following events shall occur on the Conversion Date:

A. Schedule P&I

On the Conversion Date all Advances owed by the Borrower under this Note with the same Principal Due Date shall be aggregated into a single Principal Amount which will accrue interest at the fixed rate applicable to such Principal Due Date. Such Principal Amount may be adjusted by the Fiscal Agent in accordance with the following paragraph or paragraph IV.H, as applicable. Whether or not adjusted, each Principal Amount, the fixed rate applicable to each Principal Amount, and the applicable Principal Due Date, shall be listed by the Secretary in Schedule P&I. Schedule P&I will be provided by the Secretary to the Fiscal Agent and attached to this Note by the Fiscal Agent upon the Fiscal Agent's receipt of this Note on the Conversion Date.

B. Conversion Date Advances

If, on or prior to the Conversion Date, the Borrower has not utilized the entire Commitment Amount indicated on the Commitment Schedule attached hereto for a given Principal Due Date, the Borrower may, in accordance with the Fiscal Agency Agreement and the Contract, and with the approval of the Secretary, utilize such Commitment Amount on the Conversion Date to obtain a Conversion Date Advance. A "Conversion Date Advance" shall mean any amount by which the Secretary instructs the Fiscal Agent to increase a Principal Amount on Schedule P&I for a given Principal Due Date, effective as of the Conversion Date of this Note. Conversion Date Advances shall be funded by the sale of this Note to the purchaser selected by the Secretary. The proceeds of a Conversion Date Advance (net of any applicable fees) shall be distributed to or on behalf of the Borrower on the Conversion Date. The total amount of Conversion Date Advances hereunder shall not exceed the sum of any unused Commitment Amounts for all Principal Due Dates.

III. Terms Applicable Upon Conversion

The following terms shall apply to this Note from the Conversion Date (if any) until this Note is canceled, or matured and paid in full:

Commencing on the Conversion Date, the Borrower promises to pay to the Holder on the applicable Principal Due Date each Principal Amount set forth on the attached Schedule P&I, together with interest on each such Principal Amount at the rate applicable thereto specified on the Schedule P&I. Interest shall be calculated and payments shall be made in the manner set forth below.

Interest on each scheduled Principal Amount of this Note due as of a given date specified on Schedule P&I hereto shall accrue at the related per annum rate specified on Schedule P&I from (and including) the Conversion Date to (but excluding) such Principal Due Date or, if applicable, to the applicable Interest Due Date on which an Optional Redemption (as defined below) occurs. Each interest amount accrued on each unpaid Principal Amount of this Note shall be due semiannually as of February 1 and August 1 of each year (each such February 1 and

August 1, an "Interest Due Date") commencing on the first such date after the Conversion Date, until each Principal Amount listed on Schedule P&I to this Note is paid in full. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Certain Principal Amounts that are indicated as being eligible for Optional Redemption on Schedule P&I may be paid, in whole or in part, at the option of the Borrower as of any Interest Due Date on or after the date specified in such schedule (an "Optional Redemption"). In order to elect an Optional Redemption of such a Principal Amount, the Borrower shall give notice of its intention to prepay a Principal Amount to the Trustee and the Secretary not less than 60 days and not more than 90 days prior to the Interest Due Date as of which the Borrower intends to prepay the Principal Amount. The Trustee shall apply any payments received in respect of Optional Redemptions in accordance with written instructions of the Borrower, as approved by the Secretary. Principal Amounts that are not indicated as being eligible for Optional Redemption on Schedule P&I may not be prepaid.

IV. General Terms

A. Additional Definitions

For purposes of this Note, the following terms shall be defined as follows:

"Business Day" shall mean a day on which banking institutions in New York City are not required or authorized to remain closed and on which the Federal Reserve Bank and the New York Stock Exchange are not closed. If any payment (including a payment by the Secretary) is required to be made on a day that is not a Business Day, then payment shall be made on the next Business Day.

"Contract" shall mean the Contract for Loan Guarantee Assistance, and any amendments thereto, among the Secretary and the Borrower, the designated public entity named therein (if applicable), and the State named therein (if applicable), that refers to and incorporates this Note by the number hereof.

"Principal Amount" shall mean: (i) before the Conversion Date for this Note, the aggregate amount of Advances made for each Principal Due Date specified in the Commitment Schedule attached to this Note, less the amount of any redemptions pursuant to Section I.D. hereof, and any principal repayment; and (ii) on or after the Conversion Date, the principal amount (if any) stated for each Principal Due Date in Schedule P&I attached hereto, less the amount of any principal repayment and any Optional Redemptions made pursuant to Section III hereof and the Trust Agreement.

B. Timely Payment to Fiscal Agent or Trustee

Notwithstanding anything contained in Section I, Section II, or Section III, the Borrower, in accordance with the Contract, shall be required to make all payments of interest and principal, including any Optional Redemption payment, directly to the Fiscal Agent or the Trustee (as applicable) on the seventh Business Day prior to the appropriate Interim Payment Date, Interest Due Date, Principal Due Date, Prepayment Date, or date of Optional Redemption, as applicable.

C. Interest on Late Payments

If a payment of principal or interest herein provided for shall not be made by either (i) 2:30 p.m. on an Interest Due Date or Principal Due Date; or (ii) 2:30 p.m. on the second Business Day (as herein defined) next succeeding an Interim Payment Date, then interest shall accrue on the amount of such payment at the then applicable interest rate or rates payable on this Note, from the relevant due date, as the case may be, until the date such payment is made. Nothing in the immediately preceding sentence shall be construed as permitting or implying that the Borrower may, without the written consent of the Holder and the Secretary, modify, extend, alter or affect in any manner whatsoever the right of the Holder timely to receive any and all payments of principal and interest specified in this Note.

D. Applicability of Fiscal Agency Agreement or Trust Agreement

Prior to the Conversion Date, this Note and Advances and payments made hereunder shall be administered pursuant to the terms of the Fiscal Agency Agreement and are subject to such agreement. On or after the Conversion Date, this Note and Advances and payments made hereunder shall be administered pursuant to the Trust Agreement and are subject to such agreement. The terms and provisions of the Fiscal Agency Agreement or the Trust Agreement, insofar as they affect the rights, duties and obligations of the Holder and/or the Borrower, are hereby incorporated herein and form a part of this Note. The Borrower hereby agrees to be bound by all obligations of the Borrower to the Fiscal Agent set forth in the Fiscal Agency Agreement. Capitalized terms not defined in this Note shall have the meanings ascribed to them in the Fiscal Agency Agreement or Trust Agreement, as applicable. The Fiscal Agency Agreement provides for the Fiscal Agent to perform certain duties, including the duties of (i) paying agent and calculation agent for this Note until its Conversion Date, and (ii) registrar for this Note until this Note is canceled or a new registrar appointed, each in accordance with the Fiscal Agency Agreement. The Trust Agreement provides for the Trustee to perform certain duties, including the duties of collection agent for this Note after its Conversion Date until a new Trustee is appointed in accordance with the Trust Agreement. This Note may be surrendered to the Fiscal Agent for registration of transfer or exchange, as provided in the Fiscal Agency Agreement. The Fiscal Agent and Trustee each shall permit reasonable inspection to be made of a copy of the Fiscal Agency Agreement or Trust Agreement kept on file at its respective corporate trust office. Neither the Fiscal Agency Agreement nor the Trust Agreement shall change the Borrower's payment obligations under this Note.

E. Applicability of Contract and Secretary's Guarantee

This Note evidences indebtedness incurred pursuant to and in accordance with the Contract and pursuant to Section 108 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5308) (the "HCD Act"). This Note is subject to the terms and provisions of the Contract, to which Contract reference is hereby made for a statement of said terms and provisions and for a description of the collateral security for this Note. The payment of principal on the applicable Principal Due Dates and interest on the applicable Interim Payment Dates or Interest Due Dates under this Note is unconditionally guaranteed by the Secretary to the Holder through a guarantee (the "Guarantee"). Execution of the Secretary's Guarantee is required before this Note is effective, and such Guarantee shall be issued pursuant to and in accordance with the terms of the Contract and Section 108 of the HCD Act.

F. Default

A default under this Note shall occur upon failure by the Borrower to pay principal or interest on this Note when due hereunder. If a Borrower defaults on the payment of any interest or Principal Amounts when due, or if the Secretary gives notice of a final decision to declare the Borrower in default pursuant to the following paragraph of this Section IV.F, the Secretary may, but is not obligated to, make on any date on or prior to the Conversion Date with fourteen calendar days prior notice to the Fiscal Agent, or on the seventh Business Day preceding any Interest Due Date on or after the first permissible Optional Redemption date with seven Business Days prior notice to the Trustee, an acceleration payment to the Fiscal Agent or the Trustee, as applicable, equal to the Aggregate Principal Amount of the Note, together with accrued and unpaid interest thereon to such acceleration payment date or Interest Due Date, as applicable. In the event that any such acceleration payment is made from sources other than funds pledged by the Borrower as security under the Contract (or other Borrower funds), the amounts paid on behalf of the Borrower shall be deemed to be immediately due and payable to the Secretary. Nothing in this paragraph shall be construed as permitting or implying that the Borrower may, without the written consent of the Holder and the Secretary, modify, extend, alter or affect in any manner whatsoever the right of the Holder timely to receive any and all payments of principal and interest specified in this Note.

In addition, the Secretary may declare the Borrower in default under this Note if the Secretary makes a final decision in accordance with the provisions of 24 C.F.R. § 570.913 (or any successor regulation thereof), including requirements for reasonable notice and opportunity for hearing, that the Borrower has failed to comply substantially with Title I of the HCD Act. Following the giving of such reasonable notice, the Secretary may take the remedial actions specified as available in the relevant provisions of the Contract pending the Secretary's final decision.

G. Holder's Reliance on Guarantee

Following a default by the Borrower under the terms of this Note, the Holder agrees to rely wholly and exclusively for repayment of this Note upon the Guarantee. The enforcement of any instruments or agreements securing or otherwise related to this Note shall be the sole responsibility of the Secretary, and the Holder shall not be responsible for the preparation, contents or administration of such instruments and agreements, or for any actions taken in connection with such instruments and agreement. The Holder, to the extent it is legally able to do so, shall bind or cause to be bound its successors and assigns to all limitations imposed upon the Holder by this Note.

H. Amendment

This Note may only be amended with the prior written consent of the Secretary and the Borrower. No such amendment shall reduce, without the prior written consent of the Holder of this Note, in any manner the amount of, or delay the timing of, payments required to be received on this Note by the Holder, Fiscal Agent or Trustee, including Guarantee Payments; provided that prior to the Conversion Date, the Commitment Amounts on the Commitment Schedule attached hereto, and the Principal Amounts due on the corresponding Principal Due Dates may be rescheduled pursuant to written instructions given to the Fiscal Agent by the Secretary with the written agreement of the Borrower and the Secretary absent the consent of the Holder.

I. Waivers

The Borrower hereby waives any requirement for presentment, protest or other demand or notice with respect to this Note. The Borrower hereby waives notice of default and opportunity for hearing for any failure to make a payment when due.

J. Delivery and Effective Date

This Note is deemed issued, executed, and delivered on behalf of the Borrower by its authorized official as an obligation guaranteed by the Secretary pursuant to Section 108 of the HCD Act, effective as of the date of the Secretary's Guarantee.

V. Borrower-Specific Provisions

[This space intentionally left blank]

THE UNDERSIGNED, as an authorized official of the Borrower, has executed and delivered this Note.

City of Pompano Beach, Florida
BORROWER

By: _____
(Signature)

(Name)

(Title)

ASSIGNMENT AND TRANSFER

For value received, the undersigned assigns and transfers this Note to

(Name and Address of Assignee)

(Social Security or Other Identifying Number of Assignee)

and irrevocably appoints _____
attorney-in-fact to transfer it on the books kept for registration of the Note, with full power of
substitution.

Dated: _____

Note: The signature to this assignment
must correspond with the name as written on
the face of the Note without alteration or
enlargement or other change.

Signature Guaranteed:

Qualified Financial Institution

By: _____
Authorized Signature

[This page to be completed by the Fiscal Agent for transfer of the Note by the Holder as of the
Conversion Date pursuant to the last paragraph of Section I.A. of this Note.]

"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

APPENDIX A

Special Pre-Conversion Interest Rates.

- (a) The Holder and the Secretary contemplate that the majority of the outstanding Variable/Fixed Rate Notes will be purchased by underwriters selected by the Secretary for sale in public offerings to occur each year. If a public offering including this Note has not occurred by each March 1 following the initial Advance under this Note, the Secretary shall, upon request, advise the Holder as to when a public offering including this Note is expected to occur, and the Holder and the Secretary agree to consult with each other as to what the interest rate on this Note will be after May 1 of that year if a public offering has not occurred by such May 1. The Holder shall notify the Secretary if such consultation has not occurred by April 1 of that year. If no public offering including this Note has occurred on or before such May 1, the applicable interest rate on this Note from such May 1 shall be the rate (if any) negotiated and agreed upon by the Secretary and the Holder. Such rate may be the Standard Note Rate or some other rate agreed upon by the Holder and the Secretary at least two Business Days before such May 1 (such other rate, the "Negotiated Special Interest Rate"). The Secretary shall notify the Fiscal Agent and the Holder in writing of any Negotiated Special Interest Rate within two Business Days of the determination thereof.
- (b) If the Secretary and the Holder do not, by the April 15th preceding such May 1, negotiate and agree under Section (a) of this Appendix on an interest rate applicable to this Note, then the Holder may, on or before the April 20th preceding such May 1, give written notice to the Secretary of its intent to change the interest rate on this Note and, if such notice was given during such period, the Holder may, on such May 1, unilaterally determine (subject to the terms of this paragraph) the interest rate that this Note will bear (such rate, the "Holder Determined Interest Rate") from and including such May 1 to but excluding the earliest of: (i) the Conversion Date; (ii) the date that this Note is purchased by a new Holder (as described in Section (c) below) or (iii) a Monthly Special Reset Date (as defined below). Interest from and including such May 1 to but excluding the Public Offering Date shall be paid on the unpaid principal balance of all outstanding Advances under this Note at the rate(s) to be determined by the Holder which, based upon then prevailing market conditions and taking into account all the circumstances, will enable the Holder to sell this Note at one hundred percent (100%) of the aggregate amount of all Advances hereunder prior to the date of such sale. Such interest rate shall be determined as of such May 1 and shall be determined again on the foregoing basis on the first of each month thereafter (the first of each month after such May 1, a "Monthly Special Reset Date"). The Holder shall notify the Fiscal Agent and the Secretary in writing

within two Business Days following such dates of the determination of the Holder Determined Interest Rate and each applicable interest rate determined on a Monthly Special Reset Date.

- (c) If the Secretary and the Holder have failed to agree upon an interest rate pursuant to Section (a) of this Appendix A, the Secretary, upon seven calendar days notice to the Holder, may arrange for the purchase of this Note in full by another entity on the following May 1 or any Business Day thereafter. If such a purchase occurs, the Holder shall sell and assign this Note to the purchaser thereof without recourse to the Holder and deliver this Note and its Guarantee to the Fiscal Agent for registration in the name of the purchaser thereof in accordance with the Secretary's written instructions. The purchase price for this Note shall be 100% of the aggregate amount of all Advances owing hereunder plus accrued interest to the date of purchase. Payment to the Holder of the purchase price for this Note shall be made by the purchaser thereof in Federal funds at the offices of the Holder, or at such other place as shall be agreed upon by the Holder and the Secretary, at 10:00 a.m., New York time, on the date of purchase. After such purchase date this Note shall bear a rate of interest negotiated between the Secretary and the new interim Holder (the "New Purchaser Special Interest Rate"). The Secretary shall notify the Fiscal Agent and the new purchaser in writing of any New Purchaser Special Interest Rate within two Business Days following the date of determination thereof.

- (d) Notwithstanding Sections (a) through (c) (inclusive) of this Appendix, no Borrower is obligated to pay interest at a variable rate exceeding the maximum rate permitted by generally applicable law of the Borrower's state (such rate, the "Maximum Rate"). If the Borrower receives notice of a variable interest payment that exceeds the Maximum Rate, then the Borrower shall timely pay such amount as does not exceed the Maximum Rate, and concurrently shall notify the Secretary and the Fiscal Agent of the reason for any interest non-payment.

COMMITMENT SCHEDULE

Note No. B-13-MC-12-0026

<u>Principal Due Date</u>		<u>Commitment Amount</u>
August 1, 2015	\$	0
August 1, 2016		157,000
August 1, 2017		163,000
August 1, 2018		170,000
August 1, 2019		176,000
August 1, 2020		183,000
August 1, 2021		190,000
August 1, 2022		198,000
August 1, 2023		205,000
August 1, 2024		213,000
August 1, 2025		222,000
August 1, 2026		230,000
August 1, 2027		240,000
August 1, 2028		250,000
August 1, 2029		259,000
August 1, 2030		269,000
August 1, 2031		280,000
August 1, 2032		291,000
August 1, 2033		302,000
August 1, 2034		310,000
Maximum Commitment Amount =		\$4,308,000

SCHEDULE P&I*

Note No. B-13-MC-12-0026

Principal Amount	Principal Due Date	Interest Rate	Optional Redemption Available	
			YES	NO
\$	August 1, 2015			X
	August 1, 2016			X
	August 1, 2017			X
	August 1, 2018			X
	August 1, 2019			X
	August 1, 2020			X
	August 1, 2021			X
	August 1, 2022			X
	August 1, 2023			X
	August 1, 2024			X
	August 1, 2025		X	
	August 1, 2026		X	
	August 1, 2027		X	
	August 1, 2028		X	
	August 1, 2029		X	
	August 1, 2030		X	
	August 1, 2031		X	
	August 1, 2032		X	
	August 1, 2033		X	
	August 1, 2034		X	

\$ = Aggregate Principal Amount

Principal Amounts due on or after August 1, 2025, may be redeemed, subject to the terms contained herein and in the Trust Agreement, on any Interest Due Date on or after August 1, 2024.

*This schedule will not be completed when initially executed and delivered by the Borrower for Guarantee for interim, variable-rate financing. It will be completed when assigned by the Holder at the request of the Borrower for conversion to Fixed Rates on the Conversion Date. The first date shown above on which Optional Redemption is available is expected to be the same when this schedule is completed, if the Borrower participates in the initial Section 108 public offering after receiving an interim financing Advance hereunder. If the Borrower participates in a later public offering, the first date on which Optional Redemption is available is expected to be correspondingly later.

ATTACHMENT 3

DEPOSIT ACCOUNT AGREEMENT

[StCAref 7-9-07]

THIS DEPOSIT ACCOUNT AGREEMENT ("Agreement") is made and entered into as of _____, by the City of Pompano Beach, a municipal corporation (the "City"), and the SECRETARY OF HOUSING AND URBAN DEVELOPMENT (the "Secured Party"), collectively the Parties (the "Parties").

The Parties agree, effective the dated date set forth above, as follows:

A. Pursuant to that certain Security Agreement of even date herewith, between the City and Secured Party, as amended, supplemented or otherwise modified from time to time (the "Security Agreement"), Secured Party has agreed to make a loan and extend other financial accommodations to City.

B. City has established a debt service reserve within _____, known as the "Fund Balance/Reserved for Debt Service/Reserve-Section 108 Loan Account" numbered _____, in the amount of \$ 387,500 (the "D/S Reserve Account").

C. The Parties hereto desire to enter into this Agreement in order to set forth their relative rights and duties with respect to the D/S Reserve Account and all funds on deposit therein from time to time.

D. Secured Party intends to terminate this Agreement and said D/S Reserve Account upon verification in a form acceptable to Secured Party that the Loan secured hereby has been paid in full or at such earlier time that the Parties shall mutually agree.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereafter set forth, the parties agree as follows:

1. Security Interest; Agency. As collateral security for City's obligations to Secured Party under the Security Agreement and the other loan documents described therein, City hereby grants to Secured Party a present and continuing security interest in (a) the D/S Reserve Account (b) all contract rights, claims, and privileges with respect to the D/S Reserve Account and (c) all cash, checks, money orders, and other items of value of City now or hereafter paid, deposited, credited, held (whether for collection, provisionally or otherwise), or otherwise in the possession or under the control of, or in transit to any agent, bailee, or custodian (collectively, "Receipts"), and all proceeds of the foregoing with respect to the D/S Reserve Account, and City acknowledges that this Agreement constitutes notice of Secured Party's security interest in that collateral and does hereby consent to the security interest. Secured Party appoints the City's Finance Director ("Director") as Secured Party's Bailee and pledgee in possession for the D/S Reserve Account and all Receipts, and Director hereby accepts such appointment and shall be bound by the terms of this Agreement. City hereby agrees to such appointment and further agrees that Director, on behalf of Secured party, shall be entitled to exercise, on the written instructions of Secured Party, all rights that Secured Party may have under the Security

Agreement, the other loan documents described therein, or under applicable law with respect to the D/S Reserve Account, all Receipts, and all other collateral described in this paragraph.

2. Control of D/S Reserve Account. The D/S Reserve Account shall be under the sole dominion and control of Secured Party, and Director will comply with Secured Party's instructions directing disposition of the funds in the D/S Reserve Account without further consent by City. The D/S Reserve Account shall be maintained by Director in the name of the City, and, unless and until a notice of default is provided by Secured Party (the terms of such notice shall be in the sole discretion of the Secured Party) to Director, City shall have the right from time to time to write checks against amounts from the D/S Reserve Account that are made payable to the Secured Party. Before Director's receipt of any such notice from Secured Party, Director shall be entitled to honor City's instructions and directions with respect to any transfer of funds from the D/S Reserve Account, if such transfers are to an account in the name of or held on behalf of the Secured Party. No other disbursements, withdrawals or transfers, by check, wire transfer, or otherwise, shall be permitted from the D/S Reserve Account without the written approval of the Secured Party.

3. Statements and Other Information.

a. City covenants and agrees that during the term of this Agreement, it will establish the D/S Reserve Account in the amount of \$387,500. All interest earnings on funds in the D/S Reserve Account shall be retained in that account. Debtor will not make any transfers or withdrawals from the Deposit Account except to make payments on the Loan, or any future loan made to Debtor by the Secured Party pursuant to an agreement that states that it is secured by the terms of this Agreement (a "Permitted Loan Payment"), and then only in the event Debtor has not other funds available to make such payments.

b. Upon Secured Party's request, Director shall provide Secured Party with copies of the regular monthly statements/reports provided to/by City and such other information relating to the D/S Reserve Account as shall reasonably be requested by Secured Party. Director shall also deliver a copy of all notices and statements required to be sent to City pursuant to any agreement governing or related to the D/S Reserve Account to Secured Party at such times as provided therein.

4. Fees. City agrees to pay on demand all usual and customary service charges, transfer fees, and account maintenance fees (collectively, "Fees") of Director in connection with the D/S Reserve Account. In the event City fails to make a timely payment to Director of any Fees, Director may thereafter exercise its right of setoff against the D/S Reserve Account for such amounts. Secured Party shall not have any responsibility or liability for the payment of any Fees.

5. Setoff. Director hereby agrees that Director will not exercise or claim any rights of setoff or security interest or Director's lien against the D/S Reserve Account or any Receipts on deposit therein, and Director hereby further waives any such right or lien that it may have against any Receipts deposited in the D/S Reserve Account, except to the extent expressly set forth in paragraph 4 above.

6. Exculpation of Director; Indemnification by City. City and Secured Party agree that Director shall have no liability to either of them for any loss or damage that either or both may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by its provisions, unless occasioned by the gross negligence or willful misconduct of Director. In no event shall Director be liable for losses or delays resulting from computer malfunction, interruption of communication facilities, labor difficulties, or other causes beyond Director's reasonable control or for indirect, special or consequential damages. City agrees to indemnify Director and hold him or her harmless from and against any and all claims, other than those ultimately determined to be founded on gross negligence or willful misconduct of Director, and from and against any damages, penalties, judgments, liabilities, losses, or expenses (including reasonable attorney fees and disbursements) incurred as a result of the assertion of any claim, by any person or entity, arising out of, or otherwise related to, any transaction conducted or service provided by Director through the use of any account at Director pursuant to the procedures provided for or contemplated by this Agreement.

7. Termination. This Agreement may be terminated by City only upon delivery to Director of a written notification jointly executed by City and Secured Party. This Agreement may be terminated by Secured Party at any time, with or without cause, upon its delivery of written notice to City and Director.

8. Irrevocable Agreements. City acknowledges that the agreement made by it and the authorizations granted by it in paragraphs 1 and 2 are irrevocable and that the authorizations granted in paragraph 2 and 3 are powers coupled with an interest.

9. Notices. All notices, requests, or other communications given to City, Secured Party, or Director shall be given in writing (including by facsimile at the address specified on the signature page, or at such other address as specified by either party in writing).

10. Miscellaneous.

a. This Agreement may be amended only by a written instrument executed by Secured Party and City acting by their respective duly authorized representatives.

b. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns, but City shall not be entitled to assign or delegate any of its rights or duties under this Agreement without first obtaining the express prior written consent of Secured Party.

c. This Agreement may be executed in any number of several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

d. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE of Florida.

THE UNDERSIGNED, as authorized officials of the parties, have executed and delivered this Deposit Account Agreement as of the day and year first above set forth.

CITY

SECURED PARTY

City of Pompano Beach, a Municipal Corporation

Secretary of Housing and Urban Development

By: _____
Lamar Fisher

By: _____
[name]

Its: Mayor

Its:

Address:

Address:

100 West Atlantic Boulevard
Pompano Beach, FL 33060

U.S. Dept. of Housing and Urban Development
Attention: Paul Webster, Director
Financial Management Division
451 7th Street SW, Room 7180
Washington, DC 20410

"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

SECURITY AGREEMENT

The CITY OF POMPANO BEACH, a municipal corporation ("Debtor"), and the SECRETARY OF HOUSING AND URBAN DEVELOPMENT ("Secured Party"), agree, effective _____, as follows:

1. Background and Purpose.

1.1 Secured Party has agreed to make a loan to Debtor in the amount of Four Million Three Hundred and Eight Million Dollars (\$4,308,000) for Project No. B-13-MC-12-0026, (the "Loan").

1.2 Concurrently with entering into this Agreement, the Debtor and Secured Party have entered into a Contract for Loan Guarantee Assistance Under Section 108 of the Housing and Community Development Act of 1974 as Amended, 42 USC Section 5308 (the "Contract").

1.3 As a condition to entering into the Contract for, and guaranteeing the Loan, Secured Party has required that Debtor provide security for the Loan pursuant to the Contract and this Agreement. Debtor has agreed to pledge collateral to secure repayment of the Loan.

1.4 The parties desire to set forth more fully the terms of their agreement.

2. Grant of Security Interest. To secure Debtor's Obligations defined in paragraph 3 below, Debtor grants to Secured Party a security interest in the Collateral, defined in paragraph 4 below.

3. Obligations. For purposes of this Agreement, "Obligations" means any and all debts, obligations and liabilities of Debtor to Secured Party arising out of, or relating in any way to the obligations and liabilities of Debtor to Secured Party arising out of, or relating in any way to the Contract, the variable fixed rate note executed by Debtor (the "Note"), and any obligations of Debtor to Secured Party pursuant to this Agreement, whether or not existing or hereafter arising, voluntary or involuntary, jointly owned with others, direct or indirect, or absolute or contingent, and whether or not from time to time increased, decreased, extinguished, created or incurred.

4. Collateral. For purposes of this Agreement, "Collateral" means:

4.1 The account within the Treasury of the City of Pompano Beach, known as the "Fund Balance/Reserved for Debt Service/Reserve-Section 108 Loan" Account," number _____, in the amount of \$387,500 (the "D/S Reserve Account").

The parties shall cooperate in obtaining the greatest interest rate on funds in the D/S Reserve Account. Upon payment in full of all payments due and owing under the Contract and Note, all funds in the D/S Reserve Account shall be released from the lien of this Agreement.

5. Representations and Warranties. As a material inducement to Secured Party hereunder, Debtor represents and warrants that the following are and shall remain true and correct:

5.1 Title. Debtor is the owner of or controls all right, title and interest in the Collateral free and clear of all liens, encumbrances and security interests, except the security interest created by this Agreement.

5.2 Truth: All information that Debtor has provided to Secured Party concerning the Collateral is true and correct.

5.3 No Defenses. No defenses, offsets, claims or counterclaims exist against Debtor which may be asserted against Secured Party in any proceeding to enforce Secured Party's rights in the Collateral.

5.4 No Conflict. The execution, delivery and performance of this Agreement by Debtor is not in violation of any applicable law or regulation or contractual obligation of Debtor.

5.5 First Priority Lien. The liens granted to Secured Party under this Agreement are a valid and binding pledge of Collateral by the Debtor pursuant to, without limitation, Government Code section 5451, and will constitute a first priority lien on the Collateral upon the filing of a Uniform Commercial Code (UCC-1) Financing Statement and entry into the Deposit Account Agreement more fully described in Section 6.1. Debtor's grant of such lien to Secured Party does not constitute a fraudulent conveyance under any applicable law.

6. Covenants of Debtor.

6.1 Protection of Security Interest. Contemporaneously with the execution of this Agreement, Debtor shall properly execute and deliver to Secured Party a UCC-1 Financing Statement and a Deposit Account Agreement by and between the Debtor and Secured Party, in a form approved by the Secured Party, each to enable Secured Party to perfect its security interest in the Collateral. Debtor agrees also to execute, file and record such other statements, notices and agreements, take such action and obtain such certificates and documents, in accordance with all applicable laws, statutes and regulations as may be necessary or advisable to perfect, evidence and continue Secured Party's security interest in the Collateral.

6.2 Transactions Involving Collateral. Debtor shall not, without the prior written consent of Secured party and except as required by law, (i) sell, offer to sell, or otherwise transfer the Collateral except in the ordinary course of business, or (ii) pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest or charge, other than the security interest created by this Agreement.

6.3 Compliance with Laws. Debtor shall comply with all laws, statutes and regulations pertaining to the Collateral.

6.4 Taxes, Assessments and Liens. Debtor shall pay when due all taxes, assessments and liens with regard to the Collateral. Debtor may withhold any such payment or may elect to

contest any lien if Debtor is conducting appropriate proceedings in good faith to contest the obligation to pay and so long as Secured Party's interest is not jeopardized.

7. Authorized Action by Secured Party. Debtor irrevocably appoints Secured Party as its attorney in fact to do any act which Debtor is obligated to do pursuant to this Agreement to preserve or protect the Collateral and to preserve, protect or establish Secured Party's lien on the Collateral. Debtor further irrevocably appoints Secured Party to exercise such rights and powers as Debtor might exercise with respect to the Collateral following an Event of Default, as defined below. These powers shall include without limitation the right to (i) collect by legal proceedings or otherwise and endorse, receive and receipt all dividends, interest, payments, proceeds, and other sums and property now or hereafter payable on account of the Collateral, (ii) transfer the Collateral to its own or its nominee's name and (iii) make any compromise or settlement and take any action Secured Party deems advisable with respect to the Collateral. Debtor agrees to reimburse Secured Party upon demand for any costs and expenses, including without limitation attorneys' fees, which Secured Party may incur while acting as Debtor's attorney in fact hereunder, all of which costs and expenses are included in the Obligations secured hereby. Secured Party shall have no obligation to act pursuant to this paragraph and shall not be required to make any presentment, demand or protest, or give any notice or take any action to preserve any rights against any other person in connection with the Collateral.

8. Defaults and Remedies.

8.1 Event of Default. Any of the following events or conditions shall constitute an Event of Default under this Agreement.

- (a) Default in payment of the Obligations in accordance with the terms of the Loan Agreement;
- (b) Default in the performance of any Obligations or breach of any agreement, representation or warranty contained in this Agreement, the Loan, the Loan Agreement or the Deposit Account Agreement;
- (c) Any levy or proceeding against the collateral or Debtor's interest therein, except if Debtor is conducting appropriate proceedings in good faith to contest the levy or proceeding; or
- (d) The filing of a petition by or against Debtor under the provisions of the Bankruptcy Code.

8.2 Remedies. Upon the occurrence of an Event of Default, and at any time thereafter, Secured Party:

- (a) Shall have and may exercise all rights and remedies accorded to Secured Party by the California Uniform Commercial Code, or by law;

(b) May declare all unperformed Obligations, in whole or in part, of Debtor immediately due and payable without demand or notice;

(c) May require Debtor to take any and all action necessary to make the Collateral available to Secured Party, and;

(d) May immediately satisfy any default in whole or in part by withdrawing funds from the D/S Reserve Account.

8.3 Remedies Cumulative. All of Secured Party's rights and remedies, whether evidenced hereby or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Secured Party to pursue any remedy shall not exclude pursuit of any other remedy.

9. Waiver of Hearing. Debtor expressly waives any constitutional or other right to a judicial hearing prior to the time Secured Party takes possession or disposes of the Collateral upon an Event of Default as provided in paragraph 8 above.

10. Waiver. Secured Party shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right shall operate as a waiver of such right or any other right.

11. Additional Documentation; Cooperation. Each party shall, upon the request of the other, execute, acknowledge and deliver to the other any instrument that may be required to accomplish the intent of this Agreement. Each party agrees to cooperate to effectuate the intent of this Agreement and shall take all appropriate action necessary or useful in doing so.

12. Miscellaneous.

12.1 Successors and Assigns. Subject to the provisions otherwise contained in this Agreement, this Agreement shall inure to the benefit of and be binding on the successors and assigns of the respective parties.

12.2 Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given (i) on the date of personal service on the addressee (ii) on the third business day after mailing, if the document is mailed by certified mail, (iii) one day after being sent by overnight courier or messenger service guaranteeing one-day delivery, with receipt confirmed by the courier, or (iv) on the date of transmission if sent by telecopy or other means of electronic transmission resulting in written copies, with receipt confirmed. Any such notice shall be delivered or addressed to the applicable party at the applicable address set forth below or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by the means set forth herein shall not defeat the effectiveness of notice actually received by the addressee.

12.4 Attorneys' Fees; Prejudgment Interest. If the services of an attorney are required by Secured Party to secure the performance of this Agreement or otherwise upon the breach or default of this Agreement, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement or the rights and duties of any person in relation thereto, Secured Party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

12.5 Captions. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

12.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

12.7 Governing Law. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of Florida, excluding its conflict of laws rules.

12.8 Entire Agreement. This document, the Contract, Note and any exhibits, and the Deposit Account Agreement constitute the entire agreement between the parties regarding the Collateral, all oral agreements being merged herein, and supersede all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein or therein.

[Remainder of Page Intentionally Left Blank - Signature Page Follows]

DEBTOR

City of Pompano Beach, a municipal Corporation

By: _____
Lamar Fisher

Its: Mayor

Address:

City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

SECURED PARTY

Secretary of Housing and Urban Development

By: _____

Its:

Address:

U.S. Dept. of Housing and Urban Development
Attention: Paul Webster, Director
Financial Management Division
451 7th Street SW, Room 7180
Washington, DC 20410

APPROVED AS TO FORM:

CITY ATTORNEY

"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

REQUESTED COMMISSION ACTION:

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

Short Title: A RESOLUTION APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PUBLIC SERVICE PROGRAM AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND COMMUNITY RECONSTRUCTION HOUSING CORPORATION.
(Fiscal impact: \$50,000 from Working Capital Reserves)

Summary of Purpose and Why:

This program service agreement encompasses a unique after school youth program entitled, "Rites of Passage Program." The focus is on middle-school age minority youth.

The what, who, when, where and why is within Exhibit B of the attached backup. The overall goal is to make a difference in the lives of underprivileged youth.

This request for \$50,000 is being matched by the Children's Services Council with \$150,000 for a total program of \$200,000 beginning September 1, 2015 through August 31, 2016.

- (1) Origin of request for this action: Mayor Fisher
- (2) Primary staff contact: Greg Harrison, Assistant City Manager *GH* EXT 4606
- (3) Expiration of contract, if applicable: August 31, 2016
- (4) Fiscal impact and source of funding: \$50,000 from Working Capital Reserves - General Fund

DEPARTMENTAL COORDINATION

DATE

DEPARTMENTAL RECOMMENDATION

DEPARTMENTAL HEAD SIGNATURE

City Attorney

7/8/15

Approval

[Signature]

Finance

7/8/15

Approval

[Signature]

Budget

7/8/15

Approval

[Signature]

City Manager

[Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance

Resolution

Consideration

Workshop

1st Reading

1st Reading

Results:

Results:

2nd Reading



City Attorney's Communication #2015-1225

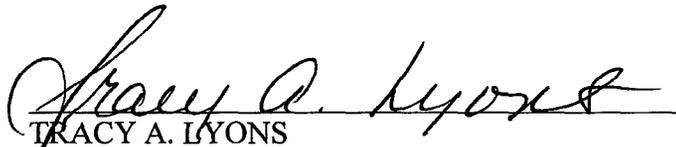
July 7, 2015

TO: Greg Harrison, Assistant City Manager
FROM: Tracy A. Lyons, Assistant City Attorney
RE: Resolution – Public Service Program Agreement

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PUBLIC SERVICE PROGRAM AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND COMMUNITY RECONSTRUCTION HOUSING CORPORATION; PROVIDING AN EFFECTIVE DATE.

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


TRACY A. LYONS

/jrm
l:cor/mgr/acm/2015-1225

Attachments

Shelley Bartholomew

From: Lamar Fisher <lamar@fisherauction.com>
Sent: Wednesday, April 1, 2015 10:40 AM
To: Dennis Beach
Cc: Greg Harrison; Miriam Carrillo; mguice@crh954.org; ras60@aol.com; Shelley Bartholomew
Subject: Community Initiative-Collier City
Attachments: DOC192.PDF

Mr. Beach:

Good morning. I had the pleasure of meeting with Pastor Robert Stanley of Hopewell Missionary Baptist Church, one of the most prominent churches in our City, and Pastor Mathes Guice, President/CEO of Community Reconstruction Housing Corp. on the referenced matter. Both gentlemen are cc'd on this communication.

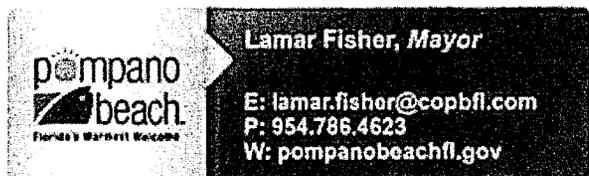
The purpose of our meeting was to discuss a unique program that in my opinion would overwhelmingly make a difference in our Collier City community. The program is named "Rites of Passage" and I have attached some information for your review.

The snapshot of the program is as follows;

- Pastor Guice was a former BSO officer for many years.
- The program was implemented and has become the model in one of our Broward County municipalities; West Park, Florida. Mayor Eric Jones of West Park played a key role in its success. Per my conversations with Pastor Guice, this program virtually eliminated all drug and crime activity from their youth.
- The program is a Faith Based Community Development Initiative; creating jobs as well.
- They work with community partners such as Nova University, Children Services matching funds 3/1, CRA's, BSO, local churches etc.
- Their budget approximates \$200,000 and the City's portion would estimate a \$50,000 commitment.

I would like to set up another meeting you, Pastor Stanley and Pastor Guice and need your guidance whom should we meet with? I have cc'd Mr. Harrison and Ms. Carrillo thinking her department might be able to provide some assistance. Shelley can respond to all the parties to this email with some dates you and your team would be available.

Please let me know your thoughts. Thank you.



This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

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 PUBLIC SERVICE PROGRAM AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND COMMUNITY RECONSTRUCTION HOUSING CORPORATION; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Agreement between the City of Pompano Beach and Community Reconstruction Housing Corporation, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

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

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

CITY OF POMPANO BEACH, FLORIDA
PUBLIC SERVICE PROGRAM AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is entered into this ____ day of _____, 2015, between the City of Pompano Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY") and Community Reconstruction Housing Corporation, a Florida not for profit corporation (hereinafter referred to as the "SUBRECIPIENT").

FUNDING SOURCE:	<u>City of Pompano Beach, Florida</u>
AMOUNT:	<u>\$50,000.00</u>
TERM OF THE AGREEMENT:	<u>September 1, 2015 - August 31, 2016</u>

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

ARTICLE I

EXHIBITS AND DEFINITIONS

- 1.1 **EXHIBITS.** Attached hereto and forming a part of this Agreement are the following Exhibits:
- | | |
|------------------|--|
| Exhibit A | Resolution Authorizing Execution of this Agreement |
| Exhibit B | Community Reconstruction Housing Corporation Rites of Passage Program Pompano Expansion Plan |
| Exhibit C | Articles of Incorporation |
| Exhibit D | Budget Summary |
- 1.2 **DEFINED TERMS.** As used herein the following terms shall mean:
- Agreement Records:** Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the SUBRECIPIENT or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.
- Department:** The City of Pompano Beach Office of the City Manager.

ARTICLE II
BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

- 2.1 The Articles of Incorporation submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as **Exhibit C** to this Agreement and shall include the following:
- 2.2 The Budget Summary attached hereto as **Exhibit D**, which shall include completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, and a copy of all subcontracts.
- 2.3 A list of key staff persons (with their titles) who will carry out the Program.
- 2.4 Completion of an Authorized Representative Statement.
- 2.5 Completion of a Statement of Accounting System.
- 2.6 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.
- 2.7 All other documents reasonably required by the CITY.

ARTICLE III
TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided in this Agreement.

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin on **September 1, 2015 and end on August 31, 2016.**

3.3 PAYMENT:

Payment shall be made on a monthly basis beginning on the first of each month.

3.4 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY.

3.5 LEVEL OF SERVICE:

It is understood and agreed that the SUBRECIPIENT shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement.

ARTICLE IV

4.1 INSURANCE:

At all times during the term hereof, the SUBRECIPIENT shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the SUBRECIPIENT shall furnish to the CITY original certificates of insurance indicating that the SUBRECIPIENT is in compliance with the provisions of this Article. The insurance shall list CITY as an additional insured.

4.1.1 SUBRECIPIENT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. SUBRECIPIENT shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been provided to, and approved by, CITY. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, SUBRECIPIENT shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

4.1.2. Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: \$ 1,000,000 Each Accident

\$ 1,000,000 Disease -Policy Limit

\$ 1,000,000 Disease -Each Employee

If applicable, SUBRECIPIENT may, alternatively, submit its signed acknowledgement on a form provided by CITY that it has fewer than four employees, has elected not to purchase Worker's Compensation insurance to cover those employees, and has posted notice(s)

Initials 

declaring the absence of Worker's Compensation Insurance coverage, as required by the State of Florida.

4.1.3 General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured -Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 300,000 General Aggregate

\$ 200,000 Products/Completed Operations Aggregate

\$ 200,000 Personal and Advertising Injury

\$ 200,000 Each Occurrence

4.1.4 Automobile Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for automobile liability, SUBRECIPIENT shall procure Automobile Liability Insurance. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 300,000 Each Occurrence -Bodily Injury and Property/Damage Combined

4.1.5 Professional Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for sources of liability out of the rendering or failure to render those services, SUBRECIPIENT shall procure Professional Liability Insurance. Such insurance shall be on a form acceptable to CITY and shall cover SUBRECIPIENT for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or,

Initials 

if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 300,000 Each Claim/Annual Aggregate

- 4.1.6 The insurance provided by SUBRECIPIENT shall apply on a primary basis. Any insurance, or self-insurance, maintained by the SUBRECIPIENT shall be excess of, and shall not contribute with, the insurance provided by SUBRECIPIENT. Except as otherwise specified, no deductible or self-insured retention is permitted.
- 4.1.7 Neither approval nor failure to disapprove insurance furnished by SUBRECIPIENT shall relieve SUBRECIPIENT from responsibility to provide insurance as required by this Agreement.
- 4.1.8 SUBRECIPIENT shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.
- 4.1.9 SUBRECIPIENT'S failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, CITY may use the services of another SUBRECIPIENT or SUBRECIPIENTS, without CITY'S incurring any liability to SUBRECIPIENT.

4.2 FINANCIAL ACCOUNTABILITY:

The CITY reserves the right to audit the records of the SUBRECIPIENT at any time during the performance of this Agreement and for a period of three years after its expiration/termination. The SUBRECIPIENT agrees to provide all financial and other applicable records and documentation of services to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit, not to constitute allowable expenditures. Any payments made to the SUBRECIPIENT are subject to reduction for overpayments on previously submitted invoices.

4.3 RECAPTURE OF FUNDS:

The CITY reserves the right to recapture funds in the event that the SUBRECIPIENT shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the direction of the federal, state and local agencies.

Initials 

ARTICLE V
RECORDS AND REPORTS

5.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the Program.

At a minimum, the following records shall be maintained by the SUBRECIPIENT:

5.1.1 Records providing a full description of each activity assisted (or being assisted) with the Funds, including its location (if the activity has a geographical locus), the amount of Funds budgeted, obligated and expended for the activity.

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Subrecipient shall comply with Florida's Public Records Law. Specifically, the Subrecipient 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 Subrecipient 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 Subrecipient 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.

Initials 

5.2 RETENTION AND ACCESSIBILITY OF RECORDS:

5.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period.

All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

5.2.2 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

5.2.3 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

5.2.4 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

5.3 PROVISION OF RECORDS:

5.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

Initials 

5.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

ARTICLE VI

NON-DISCRIMINATION

6.1 NON-DISCRIMINATION:

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status, sexual orientation or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status, sexual orientation or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

ARTICLE VII

ENFORCEMENT

7.1 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity

ARTICLE VIII

REMEDIES, SUSPENSION, TERMINATION

8.1 REMEDIES FOR NONCOMPLIANCE. The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the SUBRECIPIENT, who shall be paid for those services performed prior to the date of its receipt to

the notice of termination. In no case, however, shall the CITY pay the SUBRECIPIENT an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the SUBRECIPIENT that any payment made in accordance with this Agreement to the SUBRECIPIENT shall be made only if the SUBRECIPIENT is not in default under the terms of this Agreement. If the SUBRECIPIENT is in default, the CITY shall not be obligated and shall not pay to the SUBRECIPIENT any sum whatsoever.

If the SUBRECIPIENT materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

- 8.1.1 Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT, or such more severe enforcement action as the CITY determines is necessary or appropriate.
- 8.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.
- 8.1.3 Wholly or partly suspend or terminate the current Funds awarded to the SUBRECIPIENT.
- 8.1.4 Take all such other remedies that may be legally available.

8.2 TERMINATION:

8.2.1 Termination for Breach.

The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion, that the SUBRECIPIENT is not materially complying with any term or provision of this Agreement.

The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the SUBRECIPIENT to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

- 8.2.2 Unless the SUBRECIPIENT'S breach is waived by the Department in writing, the Department may, by written notice to the SUBRECIPIENT, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by

Initials 

certified mail, return receipt requested, or by in person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 INDEMNIFICATION. The SUBRECIPIENT shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the SUBRECIPIENT'S activities related to the Program or otherwise under this Agreement, including all acts or omissions to act on the part of the SUBRECIPIENT and/or any persons acting for or on its behalf, and from and against any relevant orders, judgments, or decrees which may be entered against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

9.2 AMENDMENTS. No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

9.3 OWNERSHIP OF DOCUMENTS. All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

It is further understood by and between the parties that any document which is given by the CITY to the SUBRECIPIENT pursuant to this Agreement shall at all times remain the property of the CITY and shall not be used by the SUBRECIPIENT for any other purpose whatsoever without the prior written consent of the CITY.

9.4 AWARD OF AGREEMENT. The SUBRECIPIENT warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

9.5 NON-DELEGABILITY. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

9.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

9.7 CONFLICT OF INTEREST.

9.7.1. SUBRECIPIENT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interest, direct or indirect, with CITY except as permitted pursuant to this Agreement. SUBRECIPIENT further covenants that, in the performance of this Agreement, no person having a conflict of interest shall be employed. Any such interests on the part of SUBRECIPIENT or its employees must be disclosed in writing to the CITY.

9.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Pompano Beach and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

9.8 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

9.9 ENTIRE AGREEMENT:

This instrument and its attachments constitute the only Agreement of the parties hereto relating to the Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

9.10 GENERAL CONDITIONS.

9.10.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in person delivery or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time, upon notice in writing. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

Initials 

CITY OF POMPANO BEACH

Dennis Beach, City Manager
Office of the City Manager
100 W. Atlantic Blvd., Suite 460
PO Box 1300
Pompano Beach, Florida 33061

SUBRECIPIENT

Elder Mathes Guice
Community Reconstruction Housing Corporation
806 E. Prospect Road
Oakland Park, FL 33334

- 9.10.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- 9.10.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.
- 9.10.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- 9.10.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the United States of America, State of Florida or the City of Pompano Beach, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- 9.11 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.
- 9.12 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

Initials 

9.13 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized on the date above written.

"SUBRECIPIENT"

Elder Mathes Guice, Community Reconstruction Housing Corporation, a Florida not-for-profit corporation

Witnesses:

Greg Harrison

Greg Harrison
Printed Name

Betty J. Manes

Betty J. Manes
Printed Name

By: [Signature]
Signature

Mathes Guice
Name Printed, Typed or Stamped

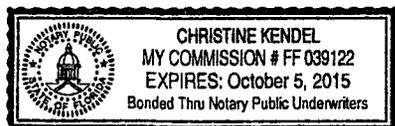
Title: President/CEO

(SEAL)

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 7th day of July, 2015 by Mathes Guice, as President/CEO of Community Reconstruction Housing Corporation, a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me or who has produced N/A (type of identification) as identification.

NOTARY'S SEAL:



Christine Kendel
NOTARY PUBLIC, STATE OF FLORIDA

Christine Kendel
(Name of Acknowledger Typed, Printed or Stamped)

FF 039122
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:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
6/24/2015

PRODUCER CHESTNUT INSURANCE AGENCY 5614 Hallandale Beach Blvd Hollywood, FL 33023 (954)981-3475	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED COMMUNITY RECONSTRUCTION HOUSING CORP. 4900 HALLANDALE BCH BLVD. WEST PARK, FL 33023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC#</th> </tr> <tr> <td>INSURER A: CAPITOL SPECIALTY INSURANCE</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></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> </table>	INSURERS AFFORDING COVERAGE	NAIC#	INSURER A: CAPITOL SPECIALTY INSURANCE		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC#												
INSURER A: CAPITOL SPECIALTY INSURANCE													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

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

RISK ADJUST LTR. INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	QX02426775-01	09/22/14	09/22/15	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 - COMPROP AGG \$ 1,000,000								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 CITY OF POMPANO BEACH AS ADDITIONAL INSURED.

APPROVED
 RISK MANAGEMENT
 ON: 07-08-15
 BY: JFM

CERTIFICATE HOLDER CITY OF POMPANO BEACH 100 W ATLANTIC BLVD. STE430 POMPANO BEACH, FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:
--	---



**Community Reconstruction Housing, Inc.
Rites of Passage Program Pompano Expansion Plan**

EXHIBIT

B

History

- ▶ The Rites of Passage (ROP) began when members of the Koinonia Worship Center developed a volunteer mentoring program for boys in the community. That program is now the Rites of Passage Program and is operated by Community Reconstruction Housing.
- ▶ Program has been in operation for over ten (10) years.
- ▶ Target population is middle-school age minority boys – they often 1) lack sufficient pro-social adult supervision; 2) reside in a female-led single-parent household; and 3) adult males “role models” are imprisoned or absent.
- ▶ The success of the Rites of Passage Program can be attributed to:
 - ▶ Volunteers
 - ▶ Community Partners

What is the Rites of Passage Program?

- ▶ **What** – an afterschool prevention program that utilizes evidence-based life skills and training to address risk factors typically associated with delinquency.
- ▶ **Who** – boys enrolled in middle school who possess risk factors typically associated with delinquency (poor academic performance; pattern of truancy/absenteeism; negative peer associations; positive attitudes to anti-social behavior; insufficient adult supervision; and/or reside in impoverished household)
- ▶ **When** – daily programming after school and during the summer all day
- ▶ **Where** – two options 1) in-school; and 2) at the ROP program office
- ▶ **Why** – training to increase protective factors; tutor youth to promote academic performance; cultivate pro-social interests and positive peer associations; and provide youth with pro-social role models



Program Model

In-School

- ▶ Service provided at partner school
- ▶ No transportation needs – youth transported by Broward County Public Schools
- ▶ Flexible hours – start time varies depending on partner school dismissal time
- ▶ Familiar surrounding – Life Coach and Case Manager adapts to the youth's environment
- ▶ Engage youth's teachers to tutor.

Program Office/Summer

- ▶ Services provided at ROP office
- ▶ Start time based on latest dismissal time of all partner schools – longer programming
- ▶ Youth are transported by the ROP program/Broward County Public Schools to the Program office and then picked up by parent
- ▶ Tutors are recruited from any Broward County middle school
- ▶ Summer – full day of services including Community Service Learning and field trips to promote leadership and cultivate pro-social leisure activities

Staffing

- ▶ Life Coach – facilitates evidence based programming during after school hours; serves as a “mentor” to youth; supports parent(s) and teacher(s) in addressing problem behavior and poor academic performance. Groups conducted at a ratio of 10 boys to one Life Coach
- ▶ Case Manager – coordinates services based on a needs assessment that identifies the strengths, risks, and needs of the youth and his family members (e.g., behavioral health). Caseload is up to 20 youth per Case Manager.
- ▶ Tutors – Florida-certified teachers to deliver individualized tutoring to increase grades and support matriculation.

Evidence-Based Programming

- ▶ The ROP curriculum utilizes Florida Department of Juvenile Justice recognized evidence-based programs (EBP).
 1. Thinking for a Change (“T4C”)
 2. The Council on Boys and Young Men
 3. Solution-Focused Brief Therapy

Changing the Way Youth Respond

Thinking for a Change (T4C) is a 22-session evidence-based integrated, cognitive behavioral **change** program that includes cognitive restructuring, social skills development, and development of problem solving skills whereby participants 1) pay attention to thoughts and feelings; 2) recognize when there is risk - thoughts and feelings lead to trouble; and 3) use new thinking to reduce the risk.

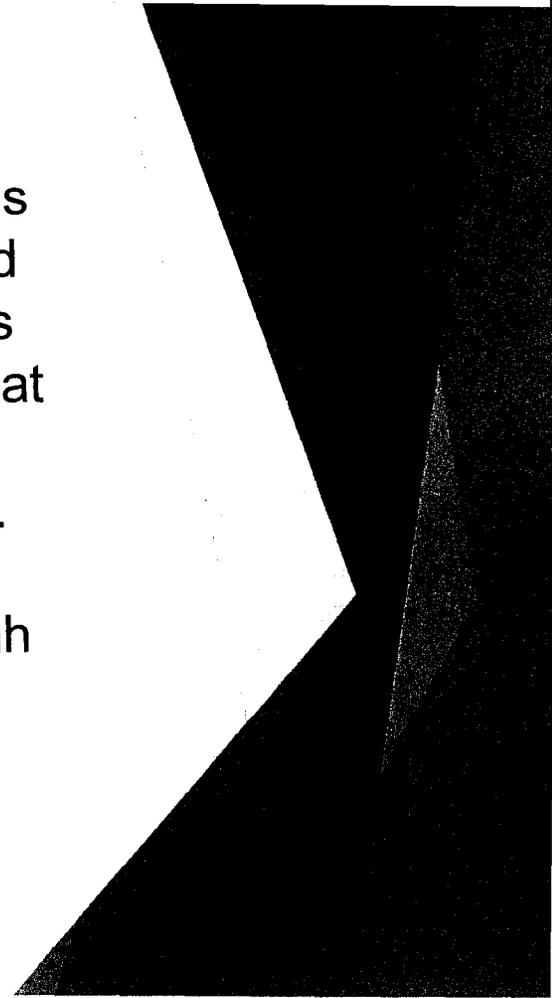
- ▶ Internal capacity – current staff trained and a certified trainer
- ▶ Parent series to support full integration within the family

Life Skills

The One Circle Foundation's **Council on Boys and Young Men** is a strength-based life skills training focusing on the gender-specific needs of middle school-aged boys. Training is provided in weekly groups of 10 boys and addresses competition, diversity, bullying, expression of emotion, value of role models, rejecting violence, appropriate decision-making, and becoming allies with girls and women. Curriculum addresses the cultural and racial needs and challenges of minority boys and young men.

Solution-Focused Brief Therapy

A goal oriented therapy targeting the desired outcome as a solution rather than focusing on the symptoms or issues. This technique emphasizes present and future circumstances and desires over past experiences. This form of therapy involves developing a vision of one's future, and then determining what skills, resources, and abilities a person already possesses that can be enhanced in order to attain the desired outcome. Solution-focused brief therapy contends that people are equipped with the skills to create change in their lives, though they may need help in refining and identifying those skills. Therapy is provided by licensed behavioral health clinicians.



Community Partners

Partner	Engagement
Broward Sheriff's Office	Referrals; financial support (Law Enforcement Trust Fund)
Broward Public Schools	Referrals; tutors; transportation; in-kind program space
Children's Services Council of Broward County	Funding
Koinonia Worship Center	In-kind Program and Administrative office space
Community Foundation of Broward	Funding
Nova Southeastern University	development of behavioral health component; technical assistance

The Need for Expansion

- ▶ Few programs to address the needs of minority boys in the northeastern section of Broward County
- ▶ Presence of risk factors associated with delinquency resulting in heightened susceptibility to crime, gang-involvement, and the continued cycle of poverty
 - ▶ History of familial poverty
 - ▶ Poor academic performance
 - ▶ Pattern of truancy, suspensions, and/or expulsions
 - ▶ Reside in neighborhood with high delinquency referrals

School Attendance

	All Student	Black Males	All Student	Black Males	
	Excess Absences	Excess Absences	Excess Absences	Excess Absences	
	2011-12	2011-12	2012-13	2012-13	2012-13
DREW CHARLES ELEMENTARY	13	19	11	14	11
POMPANO BEACH MIDDLE	16	20	15	17	15
BLANCHE ELY HIGH	40	44	42	44	42
POMPANO BEACH HIGH	1	1	1	1	1

	All Student	Black Males	All Student	Black Males
	Suspensions	Suspensions	Suspensions	Suspensions
	2011-12	2011-12	2012-13	2012-13
DREW CHARLES ELEMENTARY	1	3	2	5
POMPANO BEACH MIDDLE	29	48	32	49
BLANCHE ELY HIGH	30	42	27	35
POMPANO BEACH HIGH	7	13	6	9

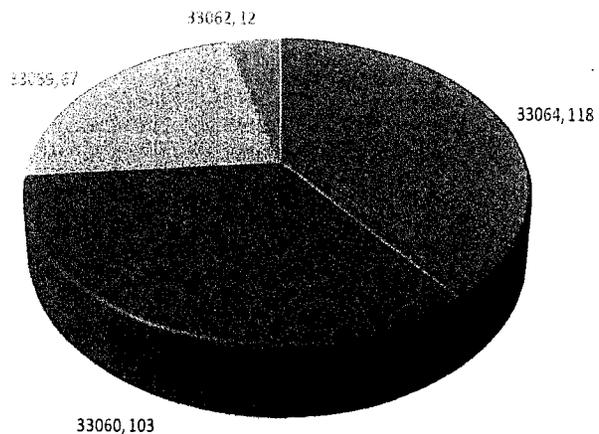
Economics

Pompano Beach Poverty Rates



Interaction with Law Enforcement/Negative Peer Associations

2013-2014 POMPANO BEACH YOUTH ARRESTS, BY ZIP CODE



ZIP Code	Youth Arrested (Total)	Youth Arrested (Violent Felonies)
33064	118	24
33060	103	20
33069	67	14
33062	12	3

Program Benefits

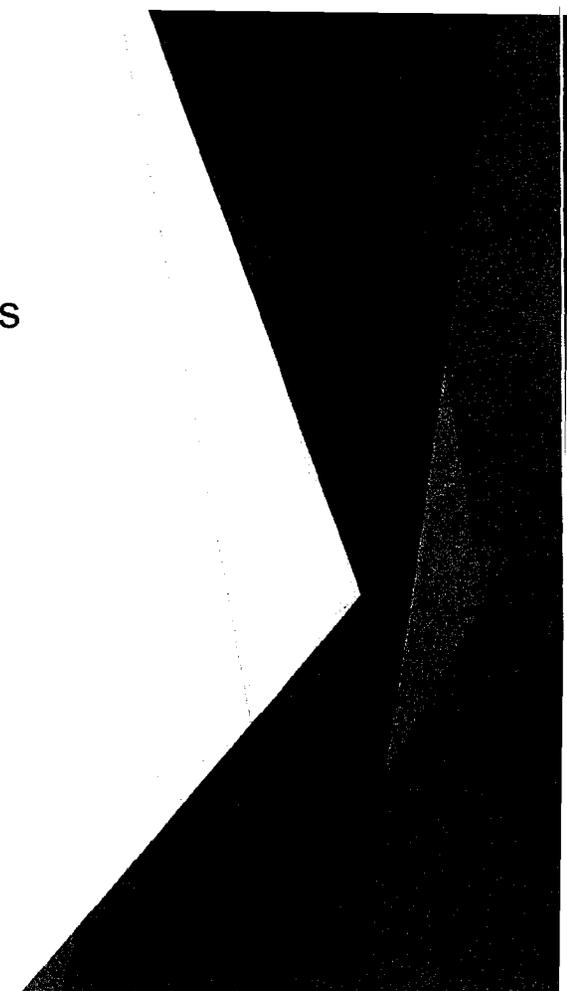
- ▶ Pro-social adult supervision during after school hours when delinquent behavior is most likely to occur
- ▶ Individualized tutoring resulting in improved academic performance
- ▶ Safe and familiar environment for youth and parent(s)
- ▶ Increased engagement and partnership between teachers and school personnel and the youth and his Life Coach and Case Manager
- ▶ Cultivation of pro-social peer associations and interests
- ▶ Build community identity via Community Service Learning

Needs

Need	Desired Result	Outcome
Local Community partners	Market program to families; identify community service learning opportunities	Build community identify and pride among next generational of leaders
Identify partner middle schools	Identify in-kind space and program participants	Increase pro-social attitudes toward education and improve academic performance
Staff	Full- and part-time case management and life coaches	Address the needs of the family and youth via life skills training and other supports

Anticipated Outcomes

- ▶ Improved school attendance
- ▶ Decreased behavioral referrals, suspensions, and/or expulsions
- ▶ Decreased involvement with law enforcement/juvenile justice system
- ▶ Improved behavior in the home
- ▶ Improved academic performance
- ▶ Increased youth involvement in altruistic community activities
- ▶ Improved attitude towards education



Sustainability

- ▶ The Children's Services Council of Broward County has committed a 3 to 1 match to operate the program in Pompano via a multi-year contract.
- ▶ Funding will support – recruitment, hiring, and training of two (2) part-time life coaches and two (2) part-time and one (1) full-time case manager necessary to serve up to 40 boys at any given time.
- ▶ Community Reconstruction Housing continues to explore opportunities to secure funding for an equine therapy program with Nova Southeastern University to address the mental health (e.g., grief; trauma) of participating youth.
- ▶ External quality assurance reviews to ensure fidelity to evidence-based programs and effectiveness of programming

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 29 2012

COMMUNITY RECONSTRUCTION HOUSING
CORPORATION
8611 NW 57TH CT
TAMARAC, FL 33321

Employer Identification Number:
31-1703246
DIN:
17053277387031
Contact Person:
DENNIS C GRUESSER ID# 31992
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 15, 2010
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

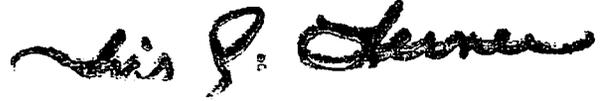
EXHIBIT

C

COMMUNITY RECONSTRUCTION HOUSING

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in black ink, appearing to read "Lois G. Lerner". The signature is fluid and cursive, with a large initial "L" and "G".

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

State of Florida

Department of State

I certify from the records of this office that COMMUNITY RECONSTRUCTION HOUSING CORPORATION is a corporation organized under the laws of the State of Florida, filed on October 28, 1999.

The document number of this corporation is N99000006409.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 31, 2015, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of July, 2015*



Ken DeJoy
Secretary of State

Tracking Number: CU9714392582

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Not For Profit Corporation**

COMMUNITY RECONSTRUCTION HOUSING CORPORATION

Filing Information

Document Number	N99000006409
FEI/EIN Number	311703246
Date Filed	10/28/1999
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	04/07/2011

Principal Address8611 NW 57TH COURT
TAMARAC, FL 33321

Changed: 07/19/2012

Mailing Address8611 N. W. 57TH COURT
TAMARAC, FL 33321

Changed: 07/19/2012

Registered Agent Name & AddressGUICE, MATHES P
8611 NW 57TH COURT
TAMARAC, FL 33321

Name Changed: 07/19/2012

Address Changed: 04/07/2011

Officer/Director Detail**Name & Address**

Title P

GUICE, MATHES P
8611 NW 57TH COURT
TAMARAC, FL 33321

Title T

JONES, DEXTER TD
955 N.E. 151ST
MIAMI, FL 33162

Title D

KELLY, CAROLINE LD
5454 FLETCHER ST.
HOLLYWOOD, FL 33021

Title S

TURNER, RUBEN S
1141 N.W. 89TH AVE.
PEMBROKE PINES, FL 33024

Title D

ANDERSON, MICHEAL D
1905 N.W. 74TH AVE.
PEMBROKE PINES, FL 33024

Title Board Member

Stanley, Robert C, Dr.
3535 Sshara Springs Blvd.
Pompano Beach, FL 33069

Annual Reports

Report Year	Filed Date
2013	04/04/2013
2014	03/17/2014
2015	01/31/2015

Document Images

<u>01/31/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/17/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/04/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>07/19/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/07/2011 -- REINSTATEMENT</u>	View image in PDF format
<u>08/07/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>10/14/2006 -- REINSTATEMENT</u>	View image in PDF format
<u>05/06/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/07/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/26/2003 -- ANNUAL REPORT</u>	View image in PDF format

03/26/2001 -- REINSTATEMENT

[View image in PDF format](#)

10/28/1999 -- Domestic Non-Profit

[View image in PDF format](#)

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State of Florida, Department of State

**Exhibit D
Budget Narrative**

Personnel

Life Coach

Community Reconstruction Housing, Inc. ("CRH") will recruit, screen, and train two (2) individuals with professional experience working with youth in a part-time capacity. Each Life Coach will be assigned to a partner school to facilitate delinquency interventions and life skills training via the delivery of evidence-based curricula utilized by CRH as part of the Rites of Passage Program. This position reports to the Executive Director position and, in addition to professional experience working with youth, shall commit to 20 hours per week, complete training and a Level 2 Background Screening, and strong communication and organizational skills. Of the total \$31,200.00 budgeted for these positions, the proposal seeks to charge **\$0.00** to the City of Pompano Beach.

Case Manager

CRH will recruit, screen, and train three individuals to staff a Case Management Unit to assess and coordinate service needs for youth participating in the Rites of Passage Program. One case manager position will serve in a full-time capacity; the other two (2) part-time. Hours will be during traditional and non-traditional hours to ensure the ability to engage and meet with parents and other service providers. Case managers will have a bachelor's degree in criminal justice, education, social work, psychology, or an approved social services degree program, three (3) years of case management experience, strong organizational and communication skills, and knowledge of the delinquency, dependency and other related systems of care. Of the total \$80,000.00 budgeted for these positions, the proposal seeks to charge **\$0.00** to the City of Pompano Beach.

Executive Director

CRH will recruit, screen, and train a professional with a minimum of seven (7) years of experience managing and/or directing social service programs, five (5) years of experience working with children, experience developing policies, procedures, and programs, ability to train staff, and oversee human resources activities. The employee will report to the President and Chief Executive Officer and provide direction to staff in successfully implementing the Program at all locations. Of the total \$12,500.00 budgeted (represents 25% of the total salary), the proposal seeks to charge **\$0.00** to the City of Pompano Beach. This is representative of the level of effort this position will dedicate to efforts at the Pompano location.

Data Coordinator

CRH employs a Data Coordinator who possesses experience managing contracts, gathering, tracking, maintaining, and reporting data, and monitoring compliance with policies, procedures, laws, and contractual requirements. This position will dedicate 40% of efforts at the Pompano location. Of the total \$20,000.00 budgeted for this position, the proposal seeks to charge **\$0.00** to the City of Pompano Beach.

Benefits

CRH will contribute its federal and state required tax liability and seeks to charge **\$0.00** to the City of Pompano Beach.

Supplies

EXHIBIT

D

In addition to office supplies necessary to deliver services and for employees to perform his/her job, CRH has identified supplies necessary required by the evidence-based curricula and to perform Community Service Learning activities. This includes nutritional, recreational, and academic instruments and tools (paint, brushes, covers for a community mural; rakes, shovels, soil, wire, rope for a community garden; jump ropes, balls, cones, bats for wellness curriculum; pitchers, kitchen utensils, recipe cards, food and beverages for wellness curriculum). Of the total budgeted amount of **\$10,500.00**, the proposal seeks to charge the total amount to the City of Pompano Beach.

Consultants

CRH has identified subject matter expertise is required to ensure fidelity to the Rites of Passage program and the evidence-based curricula it utilizes. Current staff and limited funds do not support CRH's efforts to recruit a candidate who possesses this knowledge in a full-time capacity. A consultant with 15 years of experience developing delinquency programs, developing policies and procedures, training professionals in contract management and monitoring, and developing and implementing quality programs will be utilized to conduct a minimum of quarterly fidelity monitoring, New Employee training, and annual refresher training.

An IT consultant will review CRH hard- and software and make upgrades to ensure its ability to collect, maintain, and report data consistent with contractual requirements and federal and State laws (i.e., privacy and confidentiality laws). The IT consultant will also provide training to staff.

A Program Development consultant will prepare and/or review weekly lesson plans to ensure fidelity to the Rites of Passage Program model. The consultant will have ten (10) years of experience developing delinquency programs and developing and implementing quality programs.

Of the **\$12,480.00** budgeted for consultant costs, the proposal seeks to charge the total amount to the City of Pompano Beach.

Equipment

Copier Service Agreement

CRH will enter into an agreement with a vendor to secure a multi-function copier that can fax and scan documents. Of the total budgeted cost of \$6,300.00 the proposal seeks **\$1,880.00** from the City of Pompano Beach.

Reimbursement

The majority of services delivered via the Rites of Passage Program is in the community – in the school or in the home. Therefore, a stipend to offset staff's cell phones, mileage and other expenses to the 2 Life Coaches and 2 Case Managers, program administrator and executive director to ensure contact with partners, youth, and parents participating in the program . The total budgeted amount of **\$14,640.00**, it is proposed that the total amount be charged to the City of Pompano Beach.

Lap Top Computers

The cost of one (1) desk top and three (3) lap tops for employees to perform duties remotely results in a proposed cost of **\$6,500.00**, of which total amount will be charged to the City of Pompano Beach.

Audit

In compliance with the general accepted auditing principles, the auditor will render opinions on the financial statements and evaluate the internal control system of the agency. The total budgeted amount of **\$4000.00**, the proposal seeks to charge the total amount to the City of Pompano Beach.

Total Proposed to City of Pompano Beach	\$ 50,000.00
Total Proposed Budget	\$200,000.00

June 18, 2015

**CHILDREN'S
SERVICES COUNCIL MEMBERS:**

*Emilio Benítez, Chair
Governor Appointee*

*Kim Gorsuch, Vice Chair
Community Development
Administrator, Circuit 17
Department of Children & Families*

*Elyse Clapgood, Secretary
Governor Appointee*

*Robin Bartleman, Immediate Past Chair
Board Member
Broward County Public Schools*

*Beam Furr
Broward County Commission*

*Hon. Michael J. Orlando
Judicial Member*

*Tara R. Philipp
Governor Appointee*

*Robert W. Runcie
Superintendent
Broward County Public Schools*

*Maria M. Schneider
Governor Appointee*

*Dr. Paula Thaqi
Director
Broward County Health Department*

*Ana M. Valladares
Governor Appointee*

STAFF

*Cindy J. Arenberg Seltzer
President/CEO*

LEGAL COUNSEL

John Milledge

Garry Johnson

The Honorable Lamar Fisher
Mayor, City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060

Dear Mayor Fisher:

Thank you and your staff for taking the time to meet with the Children's Services Council and Community Reconstruction Housing Corporation (CRHC) on May 6th. At that meeting, CHRC presented their Rites of Passage (ROP) program and the possibility of bringing the program to Pompano Beach. As you know, CSC currently funds this program to serve male middle school youth in and around the City of West Park through tutoring and academic supports, life skills training, mentoring and role modeling, family engagement and positive recreational activities.

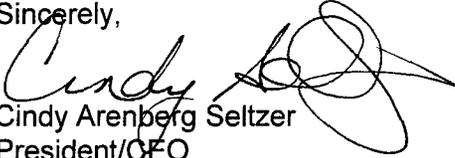
At the meeting, CRHC's President Mathes Guice asked for \$50,000 as leverage towards a \$3 to \$1 match per CSC leverage fund policy. Based on our experience with CRHC and their ROP program, CSC staff was supportive of recommending this leverage opportunity to our Council for consideration at their June 18th meeting.

In anticipation of your Commission's approval of the \$50,000 at its July 14th meeting, the Council has authorized contingent approval of \$150,000 in leverage funding. Please note that based on the Council's Fiscal Viability Test, CRHC is currently limited to a maximum allocation of \$205,000. As approval of additional funds would exceed that amount, CRHC has identified Broward Sheriff's Office as their Fiscal Agent to allow for the program expansion. If awarded the \$50,000 from the City, CSC would initiate a 14-month contract beginning in August to coincide with start of the school year and go through September 30, 2016. Please see attached Issue Paper.

Thank you for the opportunity to add a valuable service that will positively impact the lives of youth in the City of Pompano Beach.

Please let me know if I can be of further assistance. I can be reached at (954) 377-1000.

Sincerely,


Cindy Arenberg Seltzer
President/CEO



For Council Meeting

June 18, 2015

-
- Service Goal 3.1:** Reduce risk factors associated with delinquency, violence, victimization, school failure, teen pregnancy and other risky behaviors by strengthening protective factors and positive decision making skills.
- Issue:** Community Reconstruction Housing Corporation (CRHC) Leveraged Funds Request for Year-Round Rites of Passage Program Expansion into Pompano
- Action:** Contingent Approval of CRHC Leveraged Funds Request
- Budget Impact:** \$150,000 of \$217,678 Available Unallocated in Goal 3.1 for FY 14/15 and will carryforward through FY15/16. *This Action is in Accordance with the Council's Leverage Funds Procurement Exemption.*
-

Background: Community Reconstruction Housing Corporation (CRHC), in partnership with Koinonia Worship Center, has been successfully working with the School District, and other stakeholders to provide gender-specific afterschool and summer supports to disadvantaged tween/teen males in the City of West Park for many years. Structured around the Afro-centric "Rites of Passage" program model, CRHC services are provided at Kononia afterschool, weekends and non-school days to Gulfstream, McNicol, Olsen and Pines Middle School students. Services emphasize tutoring and academic supports, life skills training, mentoring and role modeling, family engagement and positive recreational activities.

In August 2014, the Council approved leverage funding for Community Foundation and School District funding to support a year-round Rites of Passage program for middle school students with subsequent contract execution in the same month. Despite a slow start-up period and initial recruitment challenges, programmatic monitoring confirmed delivery of a strong program model that positively impacted youth. In May 2015, the Council approved renewal of the contract pending confirmation of the leverage funds.

Current Status: Community Reconstruction Housing Corporation (CRHC) has requested a leverage commitment of \$50,000 from the City of Pompano Beach; approval is anticipated at the City Commission meeting on July 14, 2015. If approved, the Council has been asked for a \$3 to \$1 leverage of \$150,000, which is in accordance with CSC leverage funds procurement exemption. Based on the Council's Fiscal Viability Test, CRHC is limited to a maximum allocation of \$200,000. As approval of additional funds would exceed that amount, CRHC has identified Broward Sheriff's Office as their Fiscal Agent to allow for the program expansion. The proposed expansion of the Rites of Passage program would serve an additional 45 male middle school students year-round in Pompano Beach, beginning in August to coincide with start of the school year and go through September 30, 2016. Services provided afterschool and during spring break and summer will include individualized intake and assessment, case management, academic enrichment, life skills and prevention education groups, community service learning, and pro-social recreational activities. A copy of the proposal is attached for reference.

Action: Contingent Approval of CRHC Leveraged Funds Request.

Budget Impact: \$150,000 of \$217,678 Available Unallocated in Goal 3.1 for FY 14/15 and will carryforward through FY15/16.

Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312
954-831-8900
www.sheriff.org



Sheriff Scott Israel

June 8, 2015

Kathleen Campbell
Controller
Children's Services Council of Broward County
6600 West Commercial Boulevard
Lauderhill, FL 33319

Re: Community Reconstruction Housing Corporation

Dear Ms. Campbell

The Broward Sheriff's Office is pleased to announce that it has agreed to serve as the fiscal agent for Community Reconstruction Housing Corporation's Youth Force grant. A separate MOU will be developed which will outline the roles and responsibilities of both parties.

If you have any questions or concerns please contact Carla Taylor-Bennett at 954-321-4369 or by email at Carla_Taylor-Bennett@sheriff.org.

Sincerely,

A handwritten signature in cursive script that reads "William E. MacDonald".

William E. MacDonald, Director
Bureau of Finance

cc: Lt. Colonel Tom Harrington, Department of Administration
Carla Taylor-Bennett, Grants Manager, Grants Management



City Attorney's Communication #2015-1150
June 24, 2015

TO: Dennis W. Beach, City Manager
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Invocations Before City Commission Meetings

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPAÑO BEACH, FLORIDA, ESTABLISHING A POLICY REGARDING INVOCATIONS BEFORE MEETINGS OF THE POMPAÑO BEACH CITY COMMISSION; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE.

Please place this matter on the July 14, 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/2015-1150

Attachments

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ESTABLISHING A POLICY REGARDING INVOCATIONS BEFORE MEETINGS OF THE POMPANO BEACH CITY COMMISSION; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pompano Beach (“the Commission”) is an elected legislative and deliberative public body serving the citizens of Pompano Beach, Florida); and

WHEREAS, the Commission wishes to maintain a tradition of solemnizing its proceedings by allowing for an opening invocation before each meeting for the benefit and blessing of the Commission; and

WHEREAS, the Commission now desires to adopt this formal, written policy to clarify its invocation practices; and

WHEREAS, our country’s Founders recognized that we possess certain rights that cannot be awarded, surrendered, nor corrupted by human power, and the Founders explicitly attributed the origin of these, our inalienable rights, to a Creator. These rights ultimately ensure the self-government manifest in our Commission, upon which we desire to invoke divine guidance and blessing; and

WHEREAS, such invocation before deliberative public bodies has been consistently upheld as constitutional by American courts, including the United States Supreme Court; and

WHEREAS, in *Marsh v. Chambers*, 463 U.S. 783 (1983), the United States Supreme Court rejected a challenge to the Nebraska Legislature’s practice of opening each day of its sessions with a prayer by a chaplain paid with taxpayer dollars, and specifically concluded, “The opening of sessions of legislative and other deliberative public bodies with prayer is deeply embedded in the history and tradition of this country. From colonial times through the founding of the Republic and ever since, the practice of legislative prayer has coexisted with the principles of disestablishment and religious freedom.” *Id.*, at 786; and

WHEREAS, the Commission desires to avail itself of the Supreme Court’s recognition that it is constitutionally permissible for a public body to “invoke divine guidance” on its work. *Id.*, at 792. Such invocation “is not, in these circumstances, an ‘establishment’ of religion or a step toward establishment; it is simply a tolerable acknowledgment of beliefs widely held among the people of this country.” *Id.*; and

WHEREAS, the Supreme Court affirmed in *Lynch v. Donnelly*, 465 U.S. 668 (1984), “Our history is replete with official references to the value and invocation of Divine guidance in deliberations and pronouncements of the Founding Fathers and contemporary leaders.” *Id.*, at 675; and

WHEREAS, the Supreme Court further stated, that “government acknowledgments of religion serve, in the only ways reasonably possible in our culture, the legitimate secular purposes of solemnizing public occasions, expressing confidence in the future, and encouraging the recognition of what is worthy of appreciation in society. For that reason, and because of their history and ubiquity, those practices are not understood as conveying government approval of particular religious beliefs.” *Id.*, at 693 (O’Connor, J., concurring); and

WHEREAS, the Supreme Court also famously observed in *Zorach v. Clauson*, 343 U.S. 306, (1952), “We are a religious people whose institutions presuppose a Supreme Being.” *Id.*, at 313-14; and

WHEREAS, the Supreme Court acknowledged in *Holy Trinity Church v. United States*, 143 U.S. 457 (1892), that the American people have long followed a “custom of opening sessions of all deliberative bodies and most conventions with prayer...,” *Id.*, at 471; and

WHEREAS, the Supreme Court has determined, “The content of [such] prayer is not of concern to judges where . . . there is no indication that the prayer opportunity has been exploited to proselytize or advance any one, or to disparage any other, faith or belief.” *Marsh*, 463 U.S. at 794-795; and

WHEREAS, the Supreme Court also proclaimed that it should not be the job of the courts or deliberative public bodies “to embark on a sensitive evaluation or to parse the content of a particular prayer” offered before a deliberative public body. *Id.*; and

WHEREAS, the Supreme Court has counseled against the efforts of government officials to affirmatively screen, censor, prescribe and/or proscribe the specific content of public prayers offered by private speakers, as such government efforts would violate the First Amendment rights of those speakers. *See, e.g., Lee v. Weisman*, 505 U.S. 577, 588-589 (1992); and

WHEREAS, in *Pelphrey, et al v. Cobb County, Georgia, et al*, 547 F.3d 1263 (11th Cir., Oct. 28, 2008), the United States Court of Appeals for the Eleventh Circuit, which includes Florida, held that the practice of allowing clergy to offer uncensored religious invocations at the beginning of sessions of a county commission and county planning commission did not violate

the Establishment Clause, as long as the invocations did not advance or disparage a belief or affiliate government with specific faith; and

WHEREAS, the U.S. Supreme Court has recently held in *Town of Greece v. Galloway, et al.*, 134 S.Ct. 1811 (2014) that so long as a town maintains a policy of nondiscrimination in legislative prayers, the Constitution does not require a town to search beyond its borders for non-Christian prayer givers in an effort to achieve religious balancing.

WHEREAS, the Commission intends, and has intended in past practice, to adopt a policy that does not proselytize or advance any faith, or show any purposeful preference of one religious view to the exclusion of others; and

WHEREAS, the Commission recognizes its constitutional duty to interpret, construe, and amend its policies and ordinances to comply with constitutional requirements as they are announced; and

WHEREAS, the Commission accepts as binding the applicability of general principles of law and all the rights and obligations afforded under the United States and Florida Constitutions and statutes; now, therefore,

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

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. In order to solemnize proceedings of the Commission, it is the policy of the Commission to allow for an invocation or prayer to be offered before its meetings for the benefit of the Commission.

SECTION 3. The invocation shall not be listed or recognized as an agenda item for the meeting or as part of the public business.

SECTION 4. No member or employee of the Commission or any other person in attendance at the meeting shall be required to participate in any invocation that is offered.

SECTION 5. The invocation shall be voluntarily delivered by an eligible member of the clergy, as specified below. To ensure that such person (the “invocation speaker”) is selected from among a wide pool of local clergy, on a rotating basis, the invocation speaker shall be selected according to the following procedure:

The City Clerk shall compile and maintain a database (the “Congregations List”) of the religious congregations with an established presence in the local community of Pompano Beach.

a. The Congregations List shall be compiled by referencing the listing for “churches,” “congregations,” or other religious assemblies in the annual Yellow Pages phone book(s) published for the City of Pompano Beach, research from the Internet, and consultation with local chambers of commerce. All religious congregations with an established presence in the local community of Pompano Beach are eligible to be, and shall be, included in the Congregations List.

b. This policy is intended to be and shall be applied in a way that is all-inclusive of every diverse religious congregation within Pompano Beach. The Congregations List is compiled and used for purposes of logistics, efficiency and equal opportunity for all of the community’s religious leaders, who may themselves choose whether to respond to the Commission’s invitation and participate. Should a question arise as to the authenticity of a religious congregation, the City Clerk shall refer to criteria used by the Internal Revenue Service

in its determination of those religious organizations that would legitimately qualify for Section 501(c)(3) tax-exempt status.

c. The Congregations List shall also include the name and contact information of any chaplain who may serve one or more of the fire departments or law enforcement agencies of Pompano Beach.

d. The Congregations List shall also include the name and contact information of any religious congregation located outside Pompano Beach, if such religious congregation is attended by a resident or residents of Pompano Beach, and such resident requests the inclusion of said religious congregation by specific written communication to the City Clerk.

e. The Congregations List shall be updated, by reasonable efforts of the City Clerk, on or about the month of November of each calendar year.

f. Within thirty (30) days of the effective date of this policy, and on or about December 1 of each calendar year thereafter, the City Clerk shall mail an invitation addressed to the "religious leader" of each congregation listed on the Congregations List, as well as to the individual chaplains included on the Congregations List.

g. The invitation shall be dated at the top of the page, signed by the City Clerk the bottom of the page, and read as follows:

Dear Religious Leader,

The Pompano Beach City Commission makes it a policy to invite members of the clergy in Pompano Beach to voluntarily offer an invocation before the beginning of its meetings, for the benefit and blessing of the Commission. As the leader of one of the religious congregations with an established presence in the local community, or in your capacity as a chaplain for one of the local fire departments or law enforcement agencies, or as the religious leader of one or more Pompano Beach residents, you are eligible to offer this important service at an upcoming meeting of the Commission.

If you are willing to assist the Commission in this regard, please send a written reply at your earliest convenience to the City Clerk at the address included on this letterhead. Clergy are scheduled on a first-come, first-serve basis. The dates of the Commission's scheduled meetings for the upcoming year are listed on the following, attached page. If you have a preference among the dates, please state that request in your written reply.

This opportunity is voluntary, and you are free to offer the invocation according to the dictates of your own conscience. To maintain a spirit of respect and ecumenism, the Commission requests only that the invocation opportunity not be exploited as an effort to convert others to the particular faith of the invocation speaker, nor to disparage any faith or belief different than that of the invocation speaker.

On behalf of the City Commission of City of Pompano Beach, I thank you in advance for considering this invitation.

Sincerely,

City Clerk

SECTION 6. As the invitation letter indicates, the respondents to the invitation shall be scheduled on a first-come, first-serve basis to deliver the invocations.

SECTION 7. No invocation speaker shall receive compensation for his or her service.

SECTION 8. The City Clerk shall make every reasonable effort to ensure that a variety of eligible invocation speakers are scheduled for the Commission meetings. In any event, no invocation speaker shall be scheduled to offer an invocation at consecutive meetings of the Commission, or at more than three (3) Commission meetings in any calendar year.

SECTION 9. Neither the Commission nor the City Clerk shall engage in any prior inquiry, review of, or involvement in, the content of any invocation to be offered by an invocation speaker.

SECTION 10. Shortly before the opening gavel that officially begins the meeting and the agenda/business of the public, the Mayor shall introduce the invocation speaker and the

person selected to recite the Pledge of Allegiance following the invocation, and invite only those who wish to do so to stand for those observances of and for the Commission.

SECTION 11. This policy is not intended, and shall not be implemented or construed in any way, to affiliate the Commission with, nor express the Commission's preference for or against, any faith or religious denomination. Rather, this policy is intended to acknowledge and express the Commission's respect for the diversity of religious denominations and faiths represented and practiced among the citizens of Pompano Beach.

SECTION 12. To clarify the Commission's intentions, as stated herein above, the following disclaimer shall be included in at least 10 point font at the bottom of any printed Commission meeting agenda: "Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker."

SECTION 13. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
6/24/15
L:reso/2015-399

RESOLUTION NO. 1821.

A RESOLUTION DECLARING IT TO BE THE POLICY
OF THE CITY COMMISSION TO HAVE A CLERGYMAN
OPEN THE MEETING.

WHEREAS, it is the felling of the City Commission
that their meetings should be opened by a clergyman, or in
his absence, by a prayer; and,

WHEREAS, this prayer is in keeping with the tenants
of dignity and faith of man in God; now therefore,

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

SECTION 1: That the City Commission of the City of Pompano Beach,
Florida, does herein declare it to be a policy hereinafter of
the City Commission to open its ^{regular} meeting with a prayer by a
clergyman, or, in his absence, with the Lord's Prayer.

PASSED AND ADOPTED this 24th day of Nov, 1959.

J. T. Hill
Mayor

ATTEST:

Wm. F. Sharp
City Clerk

REQUESTED COMMISSION ACTION:

Consent Ordinance X Resolution Consideration/ Discussion Presentation

SHORT TITLE APPOINTMENT TO THE ARCHITECTURAL APPEARANCE COMMITTEE

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING TO THE ARCHITECTURAL APPEARANCE COMMITTEE OF THE CITY OF POMPANO BEACH FOR A TERM OF TWO (2) YEARS: SAID TERM TO EXPIRE ON JULY 27, 2017; PROVIDING AN EFFECTIVE DATE.

- APPLICANTS: Joby L. Balint (Architect/Incumbent) - District 1, Robert Zbikowski (Real Estate Appraiser/Incumbent) - District 1, Salah Elroweny (Registered Architect/Contractor/Incumbent) - District 3, Ray Lubomski (Civil Eng./Alternate #1/Incumbent) - District 3, Susan Rome (Real Estate Broker/Manager) - District 1, Tobi Aycok (Registered Building Contractor) - District 3, Charles H. Bechert, III (Attorney) - District 3, David Baumwald (President/Construction) - 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 City Commission's Appointment.

The Architectural Appearance Committee Membership: Thomas DiGiorgio, Sr. (Arch./Dist. 1) Robert Zbikowski (Real Est. Appr./District 1), John Pancoast (Landscape Arch./District 1), Joby L. Balint (Arch./District 1), Salah Elroweny (Arch/Contr./District 3), Ray Lubomski (Civil Eng./District 3/Alt. #1), Walter Syrek (Lic. Architect./District 2/Alt. #2) Kenneth Koch (Gen. Contr./District 2).

Pursuant to the enabling Ordinance, three (3) members shall initially serve for a one-year term and two members shall serve for a two-year term. After the initial term, all members will serve for a term of two years. There are also special requirements imposed for membership on the Committee. The enabling Ordinance also requires that at least two members of the Committee shall be a Florida registered architect and at least one other member shall be a Florida registered landscape architect. The remaining members may be a Florida registered architect, a Florida registered landscape architect, a Florida registered professional engineer, and a planner, a building contractor, and a Florida registered real estate salesperson or broker, or possess a similarly related background. The City Commission shall appoint two (2) alternate members for terms of one (1) year. Whenever feasible, one of the two alternates shall be a registered architect. Also, each member must be a resident of the City of Pompano Beach or a practicing architect with his/her principal place of business located in the City of Pompano Beach.

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

DEPARTMENTAL COORDINATION City Clerk's Office DATE 6/25/15 DEPARTMENTAL RECOMMENDATION Approve DEPARTMENTAL HEAD SIGNATURE [Signatures]

ACTION TAKEN BY COMMISSION:

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



MEMORANDUM

Development Services

DATE: June 23, 2015
TO: Asceleta Hammond, City Clerk
FROM: Matt Edge, Zoning Technician
SUBJECT: Attendance Record for Ray Lubomski

ARCHITECTURAL APPEARANCE COMMITTEE

Listed below is the requested attendance record for **Robert Zbikowski** from July, 2013 to May, 2015.

<u>Meetings Attended</u>	<u>Meetings Total</u>
19	22

Listed below is the requested attendance record for **Joby Balint** from July, 2013 to May, 2015.

<u>Meetings Attended</u>	<u>Meetings Total</u>
22	22

Listed below is the requested attendance record for **Salah Elroweny** from July, 2013 to May, 2015.

<u>Meetings Attended</u>	<u>Meetings Total</u>
21	22



MEMORANDUM

Development Services

DATE: June 23, 2015
TO: Asceleta Hammond, City Clerk
FROM: Matt Edge, Zoning Technician
SUBJECT: Attendance Record for Ray Lubomski

ARCHITECTURAL APPEARANCE COMMITTEE

Listed below is the requested attendance record for alternate member **Ray Lubomski** from May 2014 to present. Mr. Lubomski has attended all of the meetings in which he was asked to serve as an alternate to an absent member.

Meetings Attended
3

Meetings Total
13

RESOLUTION NO. 2015-_____

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE ARCHITECTURAL APPEARANCE COMMITTEE OF THE CITY OF POMPANO BEACH FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON JULY 27, 2017; PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1: That _____ is hereby appointed to the Architectural Appearance Committee of the City of Pompano Beach for a term of two (2) years; said term to expire on July 27, 2017.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



CITY OF POMPANO BEACH, FL
ADVISORY BOARD/COMMITTEE APPLICATION

City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061

Fax No.: (954) 786-4095
Phone No.: (954) 786-4611

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

NAME OF BOARD/COMMITTEE: ARCHITECTURAL APPEARANCE COMMITTEE

NAME OF APPLICANT: JOBY L. BALINT, AIA

RESIDENCY ADDRESS: 2321 SE 11th STREET POMPANO BEACH

ZIP CODE: 33062

HOME PHONE NO.: 954-781-9499

MAILING ADDRESS: 2321 SE 11th STREET 954-398-4099 (Cell)

CITY/STATE/ZIP CODE: POMPANO BEACH FL 33062

ARE YOU A CITY RESIDENT? YES: NO:

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

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

ARE YOU A REGISTERED VOTER? YES: NO:

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

BUSINESS OR OCCUPATION: ARCHITECT (REGISTERED) - PGAL

BUSINESS ADDRESS: 791 PARK OF COMMERCE BLVD #400

CITY/STATE: BOCA RATON, FL

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

IF YES, PLEASE LIST NAME: N/A

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

IF YES, PLEASE LIST NAME:

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

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

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

EDUCATION: AUBURN UNIVERSITY - B.S. OF BUILDING CONSTRUCTION AND BACH. OF ARCHITECTURE - 1994

EXPERIENCE: 10 PLUS YEARS OF PRATICE IN ARCHITECTURE; COMMERCIAL EXPERIENCE ONLY; AIA AND NCARB MEMBERSHIP; SITE AND BUILDING PLANNING ALONG WITH PROGRAMING

CURRENT POSITION: ASSOCIATE/PROJECT MANAGER AT PEARL

PAST POSITIONS: PROJECT COORDINATOR; SENIOR ARCHITECT

HOBBIES: GOLF; COMMUNITY SERVICE (CHURCH OUTREACH);

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

[Signature]
SIGNATURE OF APPLICANT

5-7-08
DATE OF APPLICATION

[Initials]
INITIALS OF CLERK OR DEPUTY

11/19/09
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.



**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: ROBERT H. ZBIKOWSKI, MAI, SRA, ASA, CFE
(Optional)

Residence Information:

Home Address: 111 BRINY AVE # 1703
City/State/Zip: POMPANO BEACH, FLORIDA 33062
Home Phone: 954-781-5703 Cell Phone: 954-675-0384
Email: EMINENTKIA@AOL.COM Fax: 954-781-5703

Business Information:

Employer/Business Name: BROWARD COUNTY PROPERTY APPRAISER'S OFFICE
Current Position / Occupation: RESIDENTIAL SPECIAL PROJECTS / R. E. APPRAISER
Business Address: 115 SOUTH ANDREWS AVE, RM 111
City/State/Zip: FORT LAUDERDALE, FLORIDA 33301
Business Phone: 954-357-5880 Fax: _____ Email: FZBIKOWSKI@BCPA.NET

Are you a U.S. Citizen? Yes No
Are you a resident of Pompano Beach? Yes No Reside in District: 1 2 3 4 5
Do you own real property in Pompano Beach? Yes No
Are you a registered voter? Yes No
Have you ever been convicted of a felony? Yes No
Current or prior service on governmental boards and/or committees: CURRENT VICE-CHAIR ARCHITECTURAL APPEARANCE

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

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

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

In addition a Resume may be attached

Education: SEE ATTACHED QUALIFICATIONS

Experience: SEE ATTACHED QUALIFICATIONS

Past Positions: SEE ATTACHED QUALIFICATIONS

MEMBER OF ARCHITECTURAL APPEARANCE COMMITTEE FROM
SEPTEMBER 1998 TO PRESENT. CURRENTLY, VICE-CHAIR.

Hobbies: SEE ATTACHED QUALIFICATIONS

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

Signature: 

Date: 7/16/11

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.

**QUALIFICATIONS
OF
ROBERT H. ZBIKOWSKI, MAI, SRA, ASA, CFE**

Background Information

Mr. Zbikowski's experience has been concentrated in the South Florida area for the past 37 years. Currently he is employed by the Broward County Property Appraiser's Office in Residential Special Projects. Prior to joining the Broward County Property Appraiser's Office he served, for 28 years, as the President of Robert Thomas Associates, Inc. a full service real estate appraisal firm specializing in Eminent Domain and litigation. His appraisal experience spans a wide variety of property types and numerous Eminent Domain projects within Dade, Broward, Palm Beach and St. Lucie Counties. A summary of specific projects is contained within these qualifications. Mr. Zbikowski has been qualified as an expert witness on numerous occasions in the County Circuit Courts of Dade, Broward, Palm Beach and St. Lucie. Mr. Zbikowski served for 24 years as a Special Magistrate for the Broward County Value Adjustment Board, hearing wide variety of property tax appeal cases. He has been extensively involved in appraisal organizations not only on a local level but also on a regional and national level. He is a past President of the South Florida Caribbean Chapter of the Appraisal Institute and a past President of the Broward Chapter of the American Society of Appraisers. Mr. Zbikowski also maintains extensive experience in review appraising and over the past 37 years has trained many real estate appraisers. Mr. Zbikowski's Eminent Domain experience not only includes the preparation of appraisal reports but also involves the coordination and review of sub-consultants such as land planners, traffic engineers, structural engineers, architects, drainage engineers, general contractors, fixture appraisers, petroleum contractors, outdoor advertising sign experts, graphic consultants, marketing experts and business damage experts. Mr. Zbikowski also has on many occasions been employed as a trial consultant assisting attorney's in pre-trial preparation and jury trial consulting. Mr. Zbikowski is highly regarded in his field both as an appraiser and consultant.

Employment

March 2008 to Present: Residential Special Projects, Broward County Property Appraiser's Office. 115 South Andrews Ave, Room 111, Fort Lauderdale, Florida 33301-1801

February 1980 to March 2008: President, Robert Thomas Associates, Inc., a Real Estate Appraisal and Consulting Firm, 101 Southwest 6th Street, Pompano Beach, Florida, 33060.

October 1979 to February 1980: Independent Fee Appraiser for Appraisal & Realty Services, Inc., Fort Lauderdale, Florida.

September 1975 to October 1979: Commercial Appraiser for Southern Federal Savings & Loan Association of Broward County, Pompano Beach, Florida.

QUALIFICATIONS OF: ROBERT H. ZBIKOWSKI, MAI, SRA, ASA, CFE

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January 1973 to August 1975: Staff Appraiser for Southern Federal Savings and Loan Association.

January 1972 to December 1972: Employed as Real Estate Salesman for Hays Real Estate in Pittsburgh, Pennsylvania.

July 1976: Honorable Discharge United States Army

Professional Memberships

Appraisal Institute (MAI) #8850	(1991)
Appraisal Institute (SRA)	(1989)
American Society of Appraisers (ASA)	(1979)
International Association of Assessing Officers (CFE)	(2010)
Fort Lauderdale Board of Realtors (Realtor)	Member for 25 Years

Licenses

State-Certified General Real Estate Appraiser #RZ0000628
Florida Real Estate Broker License #0127251

Governmental Appointments

City of Pompano Beach:

Architectural Appearance Committee: September 1998 – July 2001; July 2001 – July 2003; July 2003 – July 2005 (Vice-Chair); July 2005 – July 2007 (Vice-Chair); July 2007 – July 2009 (Vice-Chair); July 2009 – July 2011 (Vice-Chair).

Broward County:

Special Magistrate 1985 – 2008 (Broward County Value Adjustment Board)

Organizational Involvement

Appraisal Institute (MAI – SRA)

Director – South Florida Caribbean Chapter 1995
President – South Florida Caribbean Chapter 1994
1st Vice President – South Florida Caribbean Chapter 1993
1st Vice President – Greater Fort Lauderdale Chapter 1992

QUALIFICATIONS OF: ROBERT H. ZBIKOWSKI, MAI, SRA, ASA, CFE

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2nd Vice President – Greater Fort Lauderdale Chapter 1991
Secretary – Greater Fort Lauderdale Chapter 1990
Chairman Admissions Committee – South Florida Caribbean Chapter 1993
Chairman Admissions Committee – Greater Fort Lauderdale Chapter 1991
Chairman Professional Practice Committee – Greater Fort Lauderdale Chapter 1992
Chairman Program Committee – Greater Fort Lauderdale Chapter 1992

Appraisal Institute Region “10” Positions (State of Florida)

Regional Representative – South Florida Caribbean Chapter 1994
Regional Representative – South Florida Caribbean Chapter 1993
Regional Representative – Greater Fort Lauderdale Chapter 1992

Appraisal Institute National Committee Positions

General Experience Subcommittee (MAI) 1993 – 1996
Screener Review (MAI) 1996 – 2003

American Society of Real Estate Appraisers (ASA)

President of Broward County Chapter 1982
Vice President of Broward County Chapter 1981
Secretary of Broward County Chapter 1980

Specialized Expertise

Eminent Domain and Expert Witness Testimony

Qualified as Expert Witness:

Dade County Circuit Courts
Broward County Circuit Courts
Palm Beach County Circuit Courts
St. Lucie County Circuit Courts

QUALIFICATIONS OF: ROBERT H. ZBIKOWSKI, MAI, SRA, ASA, CFE

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Type of Expert Witness Testimony:

Eminent Domain Jury Trials
Inverse Condemnation Judge Trials
Order of Taking Hearings
Fee Hearings
Depositions
Divorce Trials
Deficiency Judgment Trials
Real Estate Litigation

Eminent Domain Assignments

NO. OF PROPERTIES

State Road #7, Broward (1979)	15
Indiantown Road, Palm Beach, 93220-2475 (1981)	16
I-95 North of PGA, Palm Beach, 93220-2474 (1982)	200+
Ravenswood Road, I-595, Broward, 86095-2405 (1984)	23
U.S. #1, I-595, Broward, 86095-2408 (1982)	10
Boynton Beach Blvd., Palm Beach, 93200-2505 (1985)	15
Dixie Highway, Broward, 86130-2512 (1986)	25
Flamingo Road, Broward, 86190-2516 (1987)	12
Dixie Highway, Broward, 86170-2509 (1988-1993)	34
Glades Road, Palm Beach, 93004-2509 (1988)	1
Okeechobee Road, Palm Beach, 93280-2510 (1991-1993)	2
Forest Hills Blvd., Palm Beach (1992)	1
Dixie Highway, Broward, 86170-2508 (1992-1995)	60
State Road #15, Palm Beach, 93130-2503 (1993)	7
U.S. #1, Palm Beach, 93010-2533 (1992-1993)	15
CSX-VA Hospital, Palm Beach, 99004-2817 (1994)	1
Hallandale Beach Blvd., Broward, 86200-2514 (1994)	8
Okeechobee Blvd., Palm Beach, 93220-2459 (1995)	7
Griffin Road, Broward, 5067 (1995)	2
Clear Lake, Palm Beach, 93220-2459 (1996)	2
Southern Blvd., Palm Beach, 93006-2506 (1996-1999)	4
State Road #7, Broward, 86100-2576 (1995-1999)	10
State Road 5 (U.S. #1), St. Lucie County, 94010-2533 (1995)	28
Atlantic Boulevard, Broward, 86100-2510, (1996)	2
Sunrise Boulevard, Broward, 86110-2510 (1996-2000)	3
Lake Worth, Palm Beach, 93050-2513 (1996-1998)	1
Lake Worth, Palm Beach, 93050-2509 (1996-1998)	2
Orange Avenue, Fort Pierce, 94070-2505 (1996-1998)	16
Southern Blvd., Palm Beach, 93120-2553 (1997)	3
State Road #7, Palm Beach, 93210-2525 (1998)	1

QUALIFICATIONS OF: ROBERT H. ZBIKOWSKI, MAI, SRA, ASA, CFE

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Southern Blvd., Palm Beach, 93120-2542 (1999-2006)	34
State Road 5 (U.S. #1), St. Lucie County, 94010-2500, (2001-2006)	41
State Road 60, Indian River County, 88060-2505, (2002)	1
State Road #7, Broward County, 86100-2527 (2006)	1

Education

Bachelor of Arts Degree: Point Park College, Pittsburgh, Pennsylvania.

Thirty-seven years of Real Estate Appraisal Experience (Broward, Palm Beach, St. Lucie and Dade Counties).

International Association of Assessing Officers:

Course 400 –Assessment Administration
Course 201--Appraisal of Land
ITW --Instructor Training Workshop

Society of Real Estate Appraisers:

Course 101 – Introduction to Real Estate Appraising
Course 201 – Income Property Evaluation
Course 202 – Applied Income Valuation
Examination – R-2 Examination
Income Report – Passed Income Demonstration
Seminar – Investment and Feasibility Analysis
Seminar – Valuation of Leases and Leasehold Estates
Seminar – Condominium Appraising
Seminar – Uses of Regression Analysis
Seminar – Discounting Condominiums and Subdivisions
Seminar – Appraising for Condemnation Purposes
Seminar – Recent Developments in Income Property Valuation
Seminar – Introduction to Cash Flow and Risk Analysis
Seminar – Marketability and Market Analysis
Seminar – R41-C and the Appraiser
Seminar – Uniform Residential Appraisal Report
Seminar – Narrative Report Seminar

QUALIFICATIONS OF: ROBERT H. ZBIKOWSKI, MAI, SRA, ASA, CFE

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Appraisal Institute:

Comprehensive Examination (1990)
Course – Standards of Professional Practice (1986)
Seminar – Rate Extraction/Application (1989)
Seminar – Litigation and Mock Trial (1989)
Course – Standards of Professional Practice Part A, 16 Hours (1992)
The Effects of Hurricane Andrew on the Real Estate Market, 3 Hours
South Florida Economic Trends, 3 Hours
Useful Information Appraising Commercial Properties, 3 Hours
Comprehensive Appraisal Workshop, 21 Hours
Feasibility and Highest and Best Use, 3 Hours
Subdivision Analysis, 3 Hours
Real Estate Evaluations and the Appraisal Industry, 3 Hours
Public Safety and Property Values, 3 Hours
Residential Property Construction, 7 Hours
Avoiding a Limiting Loss from Errors and Omissions Lawsuit, 3 Hours
Americans with Disabilities Act, 4 Hours
Powerline Easements and Electro Magnetic Fields Effect on People and Value, 3 Hours
How to Verify Market Data, 3 Hours
USPAP “Core” Law for Appraisers, 7 Hours
How to Prepare a Market Study for an Appraisal Practice, 3 Hours
Houses and Hotels – The Income Approach, 10 hours
Business Practices and Ethics, 8 hours
Introduction to Appraising and Analysis of Subdivisions and Condominiums, 10 Hours
National USPAP update course, 7 Hours
Appraising the Tough Ones, 7 Hours
Florida State Law for Real Estate Appraisers, 3 Hours
Appraisal Consulting, 7 Hours
Real Estate Finance, 7 Hours

Florida Real Estate Commission:

Course No. 1 – Basic Real Estate Principles
Course No. 2 – Real Estate Investment, Appraising and Financing

QUALIFICATIONS OF: ROBERT H. ZBIKOWSKI, MAI, SRA, ASA, CFE

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Various Other Local Seminars Covering:

Construction Costs Estimating, Interpretation of FHLBB
Regulation R-41A, R-41B and R-41C, Use of Marshall Valuation Service,
Hazardous Waste Seminar, "Savings and Loan Crisis", offered by Association of
Professional Mortgage Women, FNMA "REO Appraisal Seminar", offered in
Atlanta, Georgia, "1989 Florida Conference on Economics Trade" offered by
Columbia Institute.

Various Types of Property Appraised:

Single Family Homes (New & Existing)	Horse Farms
Apartment Buildings (New & Existing)	Racquetball Facilities
Condominium Units (New & Existing)	Railroad Right of Way
Condominium Projects (Residential)	Office complexes
Churches	Day Care Facilities
Warehouses	Medical Office Buildings
Industrial Buildings	Senior Citizen Facilities
Hotels and Motels	Bank Buildings
Theater Buildings	Automobile Dealerships
Restaurants and Lounges	Fast Food Restaurants
FNMA Project Analysis	
Planned Unit Developments	
Shopping Centers	
Neighborhood Retail Strip Centers	
Single Family Developments	
Office Buildings	
Mobile Home Parks	
Service Stations	
Vacant Land	
Mortgage Insurer Reviews	
Leasehold Interests	
Valuation of Easements (Temporary and Permanent)	
Trailer Parks	
Resort Complexes	
Warehouse and Office Condominiums	
Convenience Stores	
Private Club Facilities	



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

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

Mr. Mrs. ___ Ms. ___ Miss ___ Name: SALAH ELROWENY, AIA, CGC, LEED AP.
(Optional)

Residence Information:

Home Address: 9932 NW 46 Court
City/State/Zip: Sunrise, FL 33351
Home Phone: 954-785-1314 Cell Phone: 954-803-6484
Email: Salah@igroup1.com Fax: 954-785-1315

Business Information:

Employer/Business Name: Innovative Group Inc.
Current Position / Occupation: President, Architect & General Contractor
Business Address: 480 S. Cypress Road Suite #100
City/State/Zip: Pompano Beach, FL 33060
Business Phone: 954-785-1314 Fax: 954-785-1315 Email: Salah@igroup1.com

Are you a U.S. Citizen? Yes No ___
Are you a resident of Pompano Beach? Yes ___ No Reside in District: 1 ___ 2 ___ 3 4 ___ 5 ___
Do you own real property in Pompano Beach? Yes No ___
Are you a registered voter? Yes No ___
Have you ever been convicted of a felony? Yes ___ No
Current or prior service on governmental boards and/or committees: Unsafe Structures Board

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

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

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

In addition a Resume may be attached

Education: Master of Architecture, University of Nebraska. 5/94
B.S. in Architecture Study University of Nebraska 12/91

Experience: Please see attached Resume & website.
www.innovativegroupinc.com

Past Positions: _____

Hobbies: Reading, Painting, & Travelling

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

Signature: [Signature] Date: 1/11/2012

Initials of Clerk or Deputy: MS Date received or confirmed: 1/11/12

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

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-788-4611, or send via fax to: 954-788-4095.

Salah Elroweny, AIA, CGC, LEED AP
President
Innovative Construction & Management Inc.
Innovative Group Inc.
480 S. Cypress Road # 100
Pompano Beach, FL 33060
(954)785-1314 - (954)785-1315 (Fax)
www.innovativegroupinc.com

REGISTRATION

Florida Registered Architect No. 17516
NCARB No. 54630
Florida Certified General Contractor No. CGC1516330
Leader in Energy Efficient Design Accredited Professional, Green Building Certification Institute
State of California Safety Assessment Program Worker ID# 65485

MEMBERSHIP

American Institute of Architects
National Council of Architectural Registration
City of Pompano Beach Unsafe Structure Board
International Code Council

EXPERIENCE

18 years of professional experience
Principal in charge of design, project management and development

Responsibilities:

- Plan, develop and manage projects from schematic design through construction completion.
- Negotiate, and issue subcontracts and purchase orders
- Make and enforce required decisions to assure objectives are met.
- Plan, direct, schedule, and coordinate all phases of the project.
- Monitor cost, perform projections, and prepare cash flow report.
- Review and approve subcontractor's certificates of payment and process Change Orders.
- Conduct progress meetings and produce status report.
- Conduct inspections as required, and manage quality control program
- Full Client representation and coordination with municipalities.

Projects:

- Oasis Plaza, Pompano Beach, FL - Commercial/ Retail (2009- 2010)
- Stanford Office, Pompano Beach, FL- New Office (2009-2010)
- Nissan Dealership, Pompano Beach, FL - Concrete Work (2010)
- Stimson Company, Pompano Beach, FL - Repair and upgrade (2010)
- ICBR Center, Boca Raton, FL -Community Center. (2009)
- Stimpson Company, Pompano Beach, FL- 40 years certificate repair (2009)
- ICSF Center, Pompano Beach, FL -Community Center.(2008-2009)
- Aldahan Residence, Light House Point, FL (2008)
- Assalam Center Boca Raton, FL -Community Center (2007-2008)
- Royal Palm Commerce Park, Pompano Beach, FL - Warehouse (2008)
- Spielberg Residence Ft. Lauderdale, FL - Residential (2008)
- G.S. Academy, Boca Raton, FL -School. (2007)
- Innovative Group, Pompano Beach, FL- Office (2007)
- Stimpson Company, Pompano Beach, FL -Office building (2006)
- Pearl Matrix Office Complex, 50,000 SF office development, City of Lauderhill, FL (2005)
- Alazhar School, 12,000 SF school, Tamarac, FL (2004)
- Texaco Station, Pompano Beach, FL (2004)
- Target Engineering, Ft. Lauderdale, FL- Office (2004)
- Conch Key Villa, Pompano Beach, FL- Townhomes (2004)

- Fran Mar Bus Company, Miami, FL- Office/ Garage (2003-2004)
- Mobil Station, Atlantic Blvd., Pompano Beach, FL (2003)
- Exxon Station, W. Commercial Blvd., Ft. Lauderdale, FL (2003)
- Exxon Station, Federal Hwy, Pompano Bch, FL (2003)
- McDonald Restaurant, Sunrise, FL (2002)
- McDonald Restaurant, Davie, FL (2002)
- McDonald Restaurant, Jackson Memorial Hospital, Miami, FL (2002)
- NJI Academy, Ft. Lauderdale, FL (2001)

Project Manger/Project Architect

DK Group- Architecture and Construction) Pompano Beach, FL (1994-1998)

Responsibilities:

- Planned, directed, scheduled, and coordinated all phases of designated project.
- Directed team of project architects, draftsmen, and consultants in design development, and preparation of construction document and specifications.
- Administrated the bid process and construction.

Projects:

Country Inn & Suites Hotel, Kelly Plantation, FL.

The Radisson Hotel, Memphis, TN Lobby.

T.G.I. Fridays restaurants and banquet at the Radisson Hotel, Memphis, TN, at the Ambassador Hotel, Amarillo, TX., & in Jolliest, IL, Dothan, AL, and Hollywood, FL.

John Knox Village villas, Pompano Beach, FL.

Enterprise Rent a Car offices in North Miami, Margate, and Perrine, FL.

Several McDonald restaurants in Broward County

Las Olas Park, mixed use residential office development, Ft. Lauderdale, FL

Several others residential and commercial projects

EDUCATION

Master of Architecture, University of Nebraska-Lincoln, May 94

B.S. in Architecture, University of Nebraska-Lincoln, December 91



**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: Ray Lubomski
(Optional)

Residence Information:

Home Address: 830 SE 6th Avenue
City/State/Zip: Pompano Beach, Florida 33060-8140
Home Phone: 954-786-9660 Cell Phone: 954-871-9835
Email: rlubomski@aol.com Fax: 954-786-9660

Business Information:

Employer/Business Name: City of Oakland Park
Current Position / Occupation: Community & Economic Development Director
Business Address: 5399 North Dixie Highway, Suite #3
City/State/Zip: Oakland Park, Florida 33334
Business Phone: 954-6304344 Fax: None Email: rayl@oaklandparkfl.org

Are you a U.S. Citizen? Yes No

Are you a resident of Pompano Beach? Yes No Reside in District: 1 2 3 4 5

Do you own real property in Pompano Beach? Yes No

Are you a registered voter? Yes No

Have you ever been convicted of a felony? Yes No

Current or prior service on governmental boards and/or committees: Currently on Architectural Appearance and Zoning Board of Appeals/Board of Adjustment; previously CRA East

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

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

CRA West	*Housing Authority of Pompano Beach	X	*Zoning Board of Appeals
*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.			

In addition a Resume may be attached

Education: B.S. Degree in Civil Engineering _____

Experience: over 30 years working for various government organizations _____

Past Positions: See Resume attached. _____

Hobbies: Boating and SCUBA diving _____

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

Signature: *Ray Lubomski* Date: 4-26-2011

Initials of Clerk or Deputy: _____ Date received or confirmed: _____

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

- Increased the county's HOME allocation by 100% to \$10 million through the formation of a HOME Consortium with cities not eligible to receive this funding otherwise.
- Worked with the Urban County CDBG participating cities to increase their expenditure rates, thereby reducing the expenditure rate from 2.53 to 1.47, well below HUD's standard of 1.5.

Director of Planning & Development
Broward County Aviation Department
Ft. Lauderdale, Florida

1985 – 1994

Responsible to the Aviation Director for all planning, engineering and development functions at Ft. Lauderdale-Hollywood International and North Perry Airports.

- Planned and implemented the overlay and extension of the airport's main Runway 9L/27R from 8,000 ft. to 9,000 ft.
- Planned and constructed the FAA Environmental Award winning Greenbelt Noise Berm located on the south side of Ft. Lauderdale-Hollywood International Airport.

Chief of Planning, Engineering & Maintenance
Airport Authority of Washoe County
Reno, Nevada

1981 – 1985

Responsible to the Executive Director for all planning, engineering and maintenance functions at Reno Cannon International and Reno Stead Airports.

- Initiated and implemented a cost effective long range nondestructive testing and pavement management system for all airfield pavements.
- Negotiated and coordinated airport dedicated connection ramps from Interstate Freeway System. These ramps were constructed by the Nevada Department of Transportation at a cost of \$12 million and at no cost to the airport.

Education

Associate in Science, Engineering
Triton College
River Grove, Illinois

June 1974

B.S. Degree in Civil Engineering
Illinois Institute of Technology
Chicago, Illinois

June 1976

Executive Certificate in Public Management
(Part of Master's Program)
Florida Atlantic University
Ft. Lauderdale, Florida

December 1991

Economic Development Finance Professional Certificate
The National Development Council
Edgewood, Kentucky

December 1998

Military Service

U. S. Air Force

1967 – 1971

Worked as an electronic technician while serving in both the United States and the Far East. I was honorably discharged at the rank of a Sergeant.

Professional and Community Involvement

Florida Community Development Association – President 2001- 2002
Florida Community Development Association – Board Director 1996 – Present

Leadership Broward Foundation – President 2002 – 2003
Leadership Broward Foundation – Board Director 2000 – 2007

Broward County Housing & Community Development Task Force Member 1997 – 2005

Rebuilding Together Broward Chapter - Founding Board Member 2003 – Present

United Way Annual Allocation Committee – Member 2000 – 2005

City of Pompano Beach – Zoning Board of Appeals – Alternate Member 2004 – Present
City of Pompano Beach – Architectural Appearance – Alternate Member 2005 - Present
City of Pompano Beach – East CRA Advisory Committee – Member 2004 – 2006

Cypress Civic Homeowners Association – Board Director 1999 – Present

City of Oakland Park Rotary – President-Elect 2007-2008
City of Oakland Park Rotary – Founding Member 2006 - Present



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

TO: MITZI SCOTT
954 786 4095

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

Mr. ___ Mrs. Ms. ___ Miss ___ Name: SUSAN ROME
(Optional)

Residence Information:

Home Address: 1300 SOUTH OCEAN BLVD #806
City/State/Zip: POMPANO BCH, FL 33062
Home Phone: 617-678 9045 Cell Phone: same
Email: rome.susan@gmail.com Fax: 206-203-3538

Business Information:

Employer/Business Name: Chestnut Hill Management
Current Position / Occupation: Administrative MGR, CONDO (HOA)
Business Address: HOME
City/State/Zip: HOME
Business Phone: _____ Fax: _____ Email: _____

Are you a U.S. Citizen? Yes No ___
Are you a resident of Pompano Beach? Yes No ___ Reside in District: 1 2 ___ 3 ___ 4 ___ 5 ___
Do you own real property in Pompano Beach? Yes No ___
Are you a registered voter? Yes No ___
Have you ever been convicted of a felony? Yes ___ No
Current or prior service on governmental boards and/or committees:

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

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

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

p. 2 of 2
Rome

In addition a Resume may be attached

Education:

BA. New York University

Experience:

RETAIL STORE OWNER (10 YRS),
6th GRADE TEACHER (7 YRS), CALLIGRAPHER/GRAPIC DESIGN (SELF-
EMPLOYED), REAL ESTATE BROKER/MANAGEMENT (30+ YRS)

Past Positions:

Volunter @ Boca Museum of Art

Hobbies: ART, READING, MOVIES, THEATER, CULINARY + WINE

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

Signature:

Susan Rome

Date:

1/24/2012

Initials of Clerk or Deputy:

SR

Date received or confirmed:

1/24/2012

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

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



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

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

Mr. ___ Mrs. ___ Ms. Miss ___ Name: Tabi Aycock
(Optional)

Residence Information:

Home Address: 611 Southeast 18 Ave.
City/State/Zip: Pompano Beach FL 33060
Home Phone: _____ Cell Phone: 954-914-5022
Email: theaycockst@comcast.net Fax: 954-943-0991

Business Information:

Employer/Business Name: Performance Shell Construction Inc
Current Position / Occupation: Contractor / Graduate Architect
Business Address: 611 Southeast 18 Ave
City/State/Zip: Pompano Beach FL 33060
Business Phone: 954-914-5022 Fax: 954-943-0991 Email: theaycockst@comcast.net

Are you a U.S. Citizen? Yes No ___
Are you a resident of Pompano Beach? Yes No ___ Reside in District: 1 ___ 2 ___ 3 4 ___ 5 ___
Do you own real property in Pompano Beach? Yes No ___
Are you a registered voter? Yes No ___
Have you ever been convicted of a felony? Yes ___ No
Current or prior service on governmental boards and/or committees: Community Appearance Committee

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

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

In addition a Resume may be attached

Education: Bachelor of Architecture, master of
Architecture c/o Florida International University.
License CBC 1256482, Building Contractor.

Experience: Performance Shell Construction Inc.: owner,
contractor/Graduate Architect

Past Positions: Boca Architect Corporation: Associate/
Graduate Architect.

Pierce Architectural Group: Associate/Graduate
Architect

Hobbies: PTA, Volunteer @ Highlands Christian Academy,
Baseball 'mom', reading.

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

Signature: Toni W. Aycock

Date: March 7, 2012

Initials of Clerk or Deputy: W

Date received or confirmed: 3/7/12

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

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

611 Southeast 18th Avenue
Pompano Beach, FL 33060

954 914 5022, FAX 954 943 0991
theaycocks1@comcast.net

Tobi Aycock

Graduate Architect, Registered Building Contractor with the State of Florida, CBC1256482

Objective

I am seeking full or part time employment with an architectural firm that is both committed to design excellence and involved in the community. As I begin my career, I am expecting to obtain the experience necessary to successfully complete the Intern Development Program and the Architectural Registration Examination. I have also obtained a Building Contractor license and have been working in a Design Build capacity for the past 3 years in order to gain building and project management experience.

Education

2002-2004	Florida International University	Miami, FL
	Master of Architecture	
1997-2002	Florida International University	Miami, FL
	Bachelor of Design in Architectural Studies	
2003	U.S. Green Building Council	Orlando, FL
	LEED Intermediate Workshop	
1996	Florida Atlantic University	Boca Raton, FL
	Studied Business Administration	
1996	Broward Community College	Coconut Creek, FL
	Associate of Arts	

Experience

2007-Present	Performance Shell Construction	Pompano Beach, FL 954-914-5022
	Owner, President CBC1256482	
2005-2006	Pierce Architectural Group	Fort Lauderdale, FL
	Associate	
2004-2005	BAC-Boca Architect Corp.	Boca Raton, FL
	Associate	
1993-1996	Contempo Casuals	Miami, FL
	Manager	
1993	Aeropostale	Plantation, FL
	Assistant Manager	
1987-1993	Au Coton	N. Miami, FL
	Manager	

Community Involvement 1999-2005 McNab Elementary School Pompano Beach, FL
Volunteer

PTA President, Yearbook Chairperson, Book Fair Chairperson, SAC
Committee: parent representative....

Affiliations 2003-present U.S. Green Building Council

1999-present Golden Key National Honor Society

2002, 2003 AIAS

Computer Skills Proficient in AutoCAD 2002-2004, Basic understanding of Architectural
Desktop, Adobe Photoshop, 3-D Viz, PowerPoint, Adobe PageMaker, Word,
Excel....

References

Gerald Belgrave, Architect 954-742-3817

George Lemaire
Bray-Lemaire Interior and Landscaping 954-647-5881

John Deihl, Architect 561-395-8684
BAC- Boca Architectural Corp.

Dave Foy Cabinetry, Dave Foy 954-360-9921

Diane Wansor, Principal
McNab Elementary 828-497-2200

Juliana Trejo Bossono, District Manager
Au Coton / BOCA Inc. 954-340-6623

Camillo Rosales, Associate Professor
Florida International University 305-348-3181
University Park Campus
Paul L. Cejas Architecture Building
PCA 272
Miami, FL 33199

Dr. Grey Read, Professor
Florida International University 305-348-3181
University Park Campus
Paul L. Cejas Architecture Building
PCA 272
Miami, FL 33199

June Wilder, Past PTA Treasurer 954-943-2053

Lisa Clark, Office Manager
Boca Architect Corporation 561-395-8684

TOBI AYCOCK

611 SOUTHEAST 18 AVENUE, POMPANO BEACH FL 33060
954 943 0952 - FAX 954 943 0991 - DIRECT 954 914 5022

CBC1256482

theadcocks1@comcast.net



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

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

Mr. Mrs. Ms. Miss Name: CHARLES H. BECHERT, III
(Optional)

Residence Information:

Home Address: 371 SE 9TH CT,
City/State/Zip: Pompano Beach, FL 33060
Home Phone: _____ Cell Phone: 954-401-0183
Email: trip@southfloridaattorney.com Fax: 954-941-8337

Business Information:

Employer/Business Name: Bechert & Associates, PA
Current Position / Occupation: Attorney
Business Address: 901 E. ATLANTIC BLVD.
City/State/Zip: POMPANO BEACH, FL 33060
Business Phone: 954-941-8363 Fax: 954-941-8337 Email: trip@southfloridaattorney.com

Are you a U.S. Citizen? Yes No
Are you a resident of Pompano Beach? Yes No Reside in District: 1 2 3 4 5
Do you own real property in Pompano Beach? Yes No
Are you a registered voter? Yes No
Have you ever been convicted of a felony? Yes No
Current or prior service on governmental boards and/or committees: Parks and Rec Board as alternate

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

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

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

In addition a Resume may be attached

Education: ST. THOMAS UNIVERSITY, BACHELOR'S DEGREE
THOMAS M. COOLEY SCHOOL OF LAW, JURISDOCTORATE DEGREE

Experience: _____

Past Positions: ALTERNATE ON PARKS & RECREATION ADVISORY BOARD

Hobbies: _____

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

Signature: _____

Date: 3/29/12

Initials of Clerk or Deputy: _____

Date received or confirmed: 3/29/12

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

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

Charles H. Bechert III "Trip"

901 East Atlantic Blvd
Pompano Beach, Florida 33060

Office: (954) 941-8363
Fax : (954) 941-8337

FLORIDA BAR:

Admitted 1993

EDUCATION:

Thomas M. Cooley Law School - Lansing, Michigan
Juris Doctor, 1993

Awards:

§ Dean=s List

§ American Jurisprudence Award for Excellence in Trial Workshop

St. Thomas University - Miami, Florida
Bachelor of Arts in Communication

PROFESSIONAL PROFILE:

August 2007 - Present

Florida Supreme Court Certified Family, County and Circuit Civil Mediator
(Certified by the State of Florida)

November 2002 - Present

Bechert & Associates, P.A. - Pompano Beach, FL
Property Damage Defense for State Insurance Carrier, Criminal Defense, Contractor
Violations For Broward County, Foreclosure Defense, Personal Injury & PIP
Plaintiff, Wage and Overtime Claims, Immigration, Family Law, Commercial
Litigation

November 1999 - November 2002

Miller & Bechert, P.A. - Fort Lauderdale, FL
Personal Injury & PIP Plaintiff

September 1997 - 1999

Tolgyesi, Katz, Tarr & Hankin, P.A. - Hollywood, FL
Personal Injury, PIP Defense and Criminal Defense

May 1994 - September 1997

State Attorney=s Office Seventeenth Judicial Circuit Broward County, - Ft.
Lauderdale, FL

Assistant State Attorney

§ *Felony Trial Prosecutor:* Felony Trial Division (March 1996 - September 1997) Division
Prosecutor responsible for handling all levels of felony prosecutions.

§ *Special Unit Prosecutor:* Domestic Violence Unit (April 1995 - March 1996)
Investigate, file and prosecute all acts of domestic violence.
Additional responsibilities included interviewing victims, coordinating treatment with victim
advocates, and determining appropriate counseling and length of incarceration for domestic
violence offenders.

§ *Satellite Prosecutor:* West Satellite Court House (October 1994 - April 1995)
Supervised and prosecuted cases for the State Attorney=s West Satellite office. Responsible
for managing all interoffice operations as well as filing and prosecuting cases for 15
municipalities.

§ *Trial Prosecutor:* Misdemeanor Trial Division (May 1994 - October 1994)
Division Prosecutor responsible for handling hundreds of active files any given time.

December 1993

May 1994

Law Offices of Milena Christopher - Ft. Lauderdale, FL

Attorney

Responsibilities included administering the firm=s contract with the Department of Revenue for Child
Support Enforcement, encompassing over 12,000 active cases.

June 1995

Broward Community College

Adjunct Professor

§ Business Law 1 - Responsible for effective presentation of all course materials. Prepare and
administer examinations. Provide a positive atmosphere for students to learn and gain insight
in this area of their academics.

August 1995

Author & Lecturer

§ Domestic Violence - A No Longer Band-Aid Solutions, October 1995;
The Record: The Official Publication of the Broward County Medical Association.

§ Domestic Violence Seminar - Continuing Medical Education providing 1.0 credit for South
Florida Physicians. Sponsored by Pompano Beach Medical Center and Northeast Medical
Center.

Objectives: To assess and recognize domestic violence. Provide appropriate intervention of
persons involved in domestic violence. Property report victims of domestic
violence.



CITY OF POMPANO BEACH ADVISORY BOARD / COMMITTEE APPLICATION

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

2014 FEB 13 AM 11:21
CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK

Mr. Mrs. _____ Ms. _____ Miss _____ Name: David Baumwald
 (Optional)

Residence Information:

Home Address: 600 NW 21 street
 City/State/Zip: Pompano beach, Florida
 Home Phone: _____ Cell Phone: 954-295-4118
 Email: DavidBaumwald@ymail.com Fax: _____

Business Information:

Employer/Business Name: D and M home dev.corp.
 Current Position / Occupation: Owner
 Business Address: _____
 City/State/Zip: _____
 Business Phone: 954-295-4118 Fax: _____ Email: _____

Are you a U.S. Citizen? Yes No
 Are you a resident of Pompano Beach? Yes No Reside in District: 1 2 3 4 5
 Do you own real property in Pompano Beach? Yes No
 Are you a registered voter? Yes No
 Have you ever been convicted of a felony? Yes No

Current or prior service on governmental boards and/or committees: Vice-Chair Pompano Appearance comm. 4 yrs

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

<input checked="" type="checkbox"/> Affordable Housing	<input type="checkbox"/> Cultural Arts	<input checked="" type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input type="checkbox"/> Education	<input checked="" type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input checked="" type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input type="checkbox"/> *Police & Firefighter's Retirement System
<input checked="" type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input type="checkbox"/> Employee's Health Insurance	<input checked="" type="checkbox"/> Public Art Committee
<input checked="" type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Recycling & Solid Waste
<input type="checkbox"/> *Community Development(CDAC)	<input type="checkbox"/> Golf	<input type="checkbox"/> Sand & Spurs Riding Stables
<input checked="" type="checkbox"/> CRA East	<input type="checkbox"/> Historic Preservation	<input checked="" type="checkbox"/> *Unsafe Structures
<input checked="" type="checkbox"/> CRA West	<input checked="" type="checkbox"/> *Housing Authority of Pompano Beach	<input checked="" type="checkbox"/> *Zoning Board of Appeals

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

In addition a Resume may be attached

Education: H.S. Pompano High; Bert Rogers school of Real estate: Gold Coast Construction

Experience: 13 yrs as Owner hom/commercial remodeling company. Resident Pompano beach 32

Past Positions: Vice-Chair Appearance committee still active

Hobbies: Home remodeling, Construction investing, Dining

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

Signature: 

Date: 02/13/2014

Initials of Clerk or Deputy: _____

Date received or confirmed: 2/13/14

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

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-796-4095.

155.2205. ARCHITECTURAL APPEARANCE COMMITTEE (AAC)

A. Establishment

The Architectural Appearance Committee (AAC) is hereby established in accordance with state law.

B. Powers and Duties

The AAC shall have the following powers and duties under this Code:

1. Decide Applications for Development Permit

To review and decide the following applications for a development permit:

- a. Major Building Design (Sec. 155.2408); and
- b. Appeal of a decision of the Development Services Director on an application for Minor Building Design (Sec. 155.2424).

2. Other Powers and Duties

- a. To review and decide applications for Sign Permits within the Atlantic Boulevard Overlay district (AOD) in accordance with Chapter 156 (Sign Code) of the Code of Ordinances ; and
- b. To carry out any other powers and duties delegated to it by the City Commission, consistent with state law.

C. Membership, Appointment, and Terms of Office

1. Membership and Appointment

- a. The AAC shall consist of six regular voting members and two alternate members, appointed by resolution of the City Commission as a whole.
- b. Each regular voting member and alternate member shall be either a resident of the city or a practicing architect whose principal place of business is within the city.
- c. At least two regular voting members shall be architects registered in the State of Florida, and at least one regular voting member shall be a landscape architect registered in the State of Florida. Remaining regular voting members shall be a Florida-registered architect, Florida-registered landscape architect, Florida-registered professional engineer, planner, building contractor, Florida-registered real estate sales person or broker, or a person possessing a background similar to the occupations listed above.
- d. If feasible, at least one alternate member shall be a Florida-registered architect.
- e. Regular voting members and alternate members shall serve without compensation.

2. Terms

- a. Regular voting members of the AAC shall be appointed for three-year, staggered terms. Of the six members first appointed, two members shall be appointed for a term of one year; two members shall be appointed for a term of two years; and two members shall be appointed for a term of three years.
- b. Alternate members shall be appointed for three-year concurrent terms.
- c. Regular voting members and alternate members shall continue to serve until their successors are appointed.

3. Alternate Members

The Chair of the AAC shall be authorized to assign one of the two alternate members to serve as a substitute for a regular voting member who is temporarily absent or disqualified, in accordance with the following:

- a. The Chair shall rotate assignments between the alternate members unless the unavailability of an alternate member makes such rotation impossible.
- b. No alternate member may serve as a substitute member for a period of more than three months.
- c. No alternate member may take action as a substitute member unless the Chair first announces assignment of that role and the assignment is recorded in the official minutes of the meeting.
- d. When substituting for regular voting members, alternate members shall have the same powers and duties as the regular voting member they replace.

4. Removal and Replacement; Attendance

a. Removal for Good Cause

The City Commission may, by majority vote of a quorum present, remove and replace any member of the AAC at any time for good cause, including, but not limited to, poor attendance (See subsection b below.), lack of participation, unfitness, malfeasance, and conflict of interest (See Section 155.2205.H.). Any allegation of cause for removal shall be in writing, and the City Commission shall hold a public hearing on such an allegation before taking action to remove a committee member.

b. Removal for Poor Attendance

Any member of the AAC who is absent from three consecutive regularly scheduled board meetings or more than 50 percent of regularly scheduled board meetings held within a calendar year shall be removed from the board by the City Commission in accordance with subsection a above. The Chair of the AAC shall notify the Mayor and City Commission if a member qualifies for removal under this subsection.

5. Vacancies

Vacancies occurring for reasons other than expiration of terms shall be filled for the period of the unexpired term only.

D. Chair and Vice-Chair

1. The AAC shall elect a Chair and a Vice-Chair from among its members, each to serve a one-year term.
2. The Chair shall preside over all committee meetings. The Vice-Chair shall preside over committee meetings in the absence of the Chair. If both the Chair and Vice-Chair are absent, the AAC shall vote to determine who shall serve as acting Chair for the meeting.

E. Staff

The Development Services Director shall serve as the professional staff liaison to the AAC, provide the AAC with administrative support, and serve as its Secretary, notifying committee members of all meetings and keeping the minutes of the meetings.

F. Meetings**1. Schedule**

The AAC shall adopt a schedule establishing the date, time, and location of regular meetings, provided that the AAC shall meet at least once in a calendar month. The Chair may adjourn a regular meeting on determining that there are no agenda items for consideration, and may call special meetings.

2. Official Record

The AAC shall keep a written record of its recommendations, transactions, findings, and determinations. Such record shall include minutes of meetings in accordance with state law (Sec. 286.011, Fla. Stat.) and shall be a public record and with the Development Services Director.

3. Notice of Meetings

- a. The Development Services Director shall provide notice of AAC meetings to each committee member at least 48 hours before the meeting.
- b. Notice of all AAC meetings and public hearings shall be provided in accordance with state law and the public hearing requirements in Section 155.2305.C, Public Hearing Notice, as appropriate.

4. Open Meetings

All meetings of the AAC shall be open to the public.

5. Procedure

In conducting its meetings, the AAC shall follow rules of procedure adopted in accordance with Section 155.2205.1, Rules of Procedure.

G. Quorum and Necessary Vote**1. Quorum**

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

2. Voting

An affirmative vote of the majority of committee members present and constituting a quorum is required for all decisions of the AAC.

H. Disqualification from Participation and Voting Based on Conflict of Interest

1. A member of the AAC shall not participate in the review of, or vote on, an application if the action proposed by the application creates a conflict of interest—that is, if the action proposed by the application would inure to the special private gain or loss of the member, any principal or corporation (or a parent organization or subsidiary of such corporation) that employs or otherwise retains the services of the member, or a close relative (e.g., parent, sibling, spouse, or parent- or sibling-in-law) or business associate of the member.
2. If an objection is raised to a committee member's participation in a matter based on a conflict of interest (as defined in subsection 1 above), and that member does not recuse himself or herself, the remaining members of the committee present shall, by majority vote of a quorum present, determine whether the member is or is not disqualified from participating in and voting on the matter.
3. If a committee member is disqualified on a regular and continuing basis due to a conflict of interest (as defined in subsection 1 above), the Chair may request, in writing, that the member resign. If the member does not resign in response to such a request, the Chair shall report the conflict of interest to the Mayor and City Commission, who may consider whether to remove and replace the member in accordance with Section 155.2205.C.4, Removal and Replacement; Attendance.

I. Rules of Procedure

The AAC shall adopt rules of procedure governing its procedures and operations. Copies shall be made available for public inspection in the Development Services Department.
(Ord. 2012-64, passed 9-11-12; Am. Ord. 2014-16, passed 1-28-14)

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH AMENDING CHAPTER 158, "ARCHITECTURAL APPEARANCE COMMITTEE" OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA, BY AMENDING SECTION 158.02, "CREATION; MEMBERS; TERMS; APPOINTMENTS", TO INCREASE THE NUMBER OF MEMBERS ON THE COMMITTEE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pompano Beach passed Ordinance No. 98-57 creating an Architectural Appearance Committee and prescribing the number of members; and

WHEREAS, the City Commission of the City of Pompano Beach now desires to increase the number of members on the Committee; and

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Section 158.02, "Creation; Members; Terms; Appointments", of Chapter 158, "Architectural Appearance Committee", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 158.02 CREATION; MEMBERS; TERMS; APPOINTMENTS.

An Architectural Appearance Committee is hereby created:

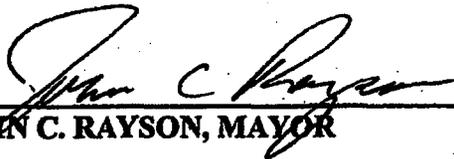
A. The Committee shall be composed of ~~five~~ six members, appointed by the Mayor and Commission for terms of two years, except that the members of the first Committee to serve shall be appointed so that three members shall serve one year terms and two members shall serve two year terms. Their successors shall be appointed to two year terms.

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

SECTION 3. This Ordinance shall become effective upon passage.

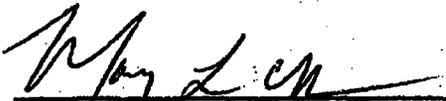
PASSED FIRST READING this 22nd day of June, 2004.

PASSED SECOND READING this 13th day of July, 2004.



JOHN C. RAYSON, MAYOR

ATTEST:



MARY I. CHAMBERS, CITY CLERK

GBL/jrm
6/3/04
L:ord/ch158/2004-264

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH AMENDING CHAPTER 158, "ARCHITECTURAL APPEARANCE COMMITTEE" OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA, BY AMENDING SECTION 158.04, "POWERS AND DUTIES", PROVIDING FOR REVIEW OF NEW CONSTRUCTION ON PROPERTY ABUTTING A DESIGNATED ARTERIAL OR COLLECTOR ROAD TO BE REVIEWED BY THE ARCHITECTURAL APPEARANCE COMMITTEE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pompano Beach passed Ordinance No. 98-57 creating an Architectural Appearance Committee and defined its powers of review; and

WHEREAS, the City Commission of the City of Pompano Beach now desires to extend the review of the committee; and

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That Section 158.04, "Powers and Duties", of Chapter 158, "Architectural Appearance Committee", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 158.04 POWERS AND DUTIES.

...

B. **Plans and Specifications.** Except single family dwellings and duplex dwellings as excluded by the City's Zoning Code from development review, every application for a permit to erect a building or structure or to materially alter a front or side elevation of any existing building or structure in the City of Pompano Beach or in some fashion change the exterior appearance of any building or structure shall, unless subject to review by the Director of the Department of Development Services as provided in paragraph "D" of this section, be accompanied by six sets of detailed plans plus color and material samples. If the plans submitted do not furnish sufficient information adequately to show the scope of the planned construction for which a permit has been requested, then there shall be furnished, in addition to the six sets of detailed plans, one set of detailed specifications for such proposed work; both the plans and specifications shall be prepared by a registered architect or registered engineer, qualified under the laws of the State of Florida to prepare such plans and specifications and no permit therefor shall be issued until such plans (and specifications, when required) shall have been previously approved by the Committee as provided herein above. No plans or specifications in violation of this or any other ordinance of the City of Pompano Beach shall be approved. No permit for the construction or addition to any building (excluding single-family and duplex dwellings) shall be issued until and unless the plans therefor have been approved by the Architectural Appearance Committee as being in accordance with the standards as provided for in this section.

...

(D) **Minor Construction.** Minor construction and alternations shall be exempt from review by the Committee. However, the Department of Development Services Director or his designee shall approve, approve with conditions or deny the issuance of a building permit for minor construction and alterations. Minor construction and alterations are as follows:

- (1) Rehabilitation of existing facades.
- (2) New construction on property not abutting a designated arterial or collector road as defined by the Broward County Trafficways Plan that does not exceed 5,000 sq. ft. of floor area.

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

SECTION 3: This Ordinance shall become effective upon passage.

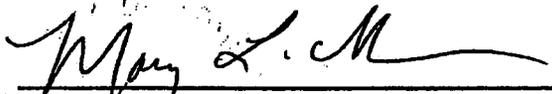
PASSED FIRST READING this 8TH day of MAY, 2001.

PASSED SECOND READING this 22ND day of MAY, 2001.



WILLIAM F. GRIFFIN, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
3/6/01
L:ord/ch158/2001-209

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, CREATING A NEW CHAPTER 158 OF TITLE XV OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH TO BE ENTITLED "ARCHITECTURAL APPEARANCE COMMITTEE", FOR THE PURPOSE OF ESTABLISHING AN ARCHITECTURAL APPEARANCE COMMITTEE TO REVIEW THE AESTHETIC ASPECTS OF BUILDING AND SITE CHANGES; PRESCRIBING ORGANIZATION, MEMBERS, TERMS, APPOINTMENTS; SPECIFYING POWERS, DUTIES AND CRITERIA OF THE COMMITTEE; ESTABLISHING MEETINGS, RECORDS, APPROVAL OF PLANS; DECLARING CERTAIN ACTS TO BE IN VIOLATION OF THIS ORDINANCE; PRESCRIBING PENALTIES FOR ACTS TO BE IN VIOLATION OF THIS ORDINANCE; PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THIS ORDINANCE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission and citizens of Pompano Beach are desirous of creating an improved quality of life in the community which can, in part, be derived from the construction of aesthetically pleasing structures and the beautification of the environs surrounding such structures; and

WHEREAS, the health, safety, aesthetic attractiveness and general welfare of the community can be achieved through the promulgation of detailed design criteria as stated herein; and

WHEREAS, beautiful and well-planned communities result through such a comprehensive scheme of regulations guided by a Committee empowered by its enabling

ordinance to merge environment and development into an integrated whole; and

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That there is hereby created a new Chapter 158 in Title XV of the City of Pompano Beach Code of Ordinances to read as follows:

TITLE XV: LAND USAGE

Chapter 158: ARCHITECTURAL APPEARANCE COMMITTEE

Section 158.01 PURPOSE.

This Committee has been established by the City Commission of the City of Pompano Beach in recognition of the fact that beautiful communities can be created only through a deliberate action on the part of the community leadership, architects, planners, realtors and the building industry.

Public action for improving community appearance, as embodied in the Architectural Appearance Committee, will provide the ultimate designers of individual structures with the larger contexts in which their particular works will be viewed. Since the beauty of a community involves the aesthetic quality of all one sees in the community, it goes far beyond the design of individual architectural facades.

Zoning is the single most powerful legal enforcement of an overall urban concept, but it does not fully plan building locations, traffic movement or parklands; it does not create beauty, aesthetic order, or amenity. The task of this Committee is, therefore, to preserve various elements of urban beauty and require that new projects enhance that which already exists.

The essential foundation of beauty in cities is harmony with nature. The plan for achieving beauty must grow out of our special local characteristics of site, aesthetic tradition, and developmental potential. Some local areas of natural beauty are the beaches, the Intracoastal Waterway, the lakes within the City, the canals and the parks. The vistas and visual delight of these should be allowed only to be enhanced. It is the intent that this Committee achieve a pleasant and comprehensive cohesiveness in our community development. The method of achieving this goal is by the use of a Community Design Plan - the larger contexts referred to above - which would indicate, for the various parts of the municipality, the aesthetic character to be encouraged and the means by which such aesthetic character is to be attained and protected. The Architectural Appearance Committee is composed of persons with experience in judging three dimensional forms, and their inter-relationships, who have the ability to meet any particular designer on the grounds of his own aesthetic understanding. The Committee acts in review of specific projects to ascertain whether proposals would enhance the Community or violate the spirit of this ordinance. The Committee defines the objectives and looks to see if the aesthetic intentions are actually embodied in proposed projects.

Section 158.02 CREATION, MEMBERS, TERMS, APPOINTMENTS.

An Architectural Appearance Committee is hereby created:

A. The Committee shall be composed of five members, appointed by the Commission for terms of two years, except that the members of the first Committee to serve shall be appointed so that three members shall serve one year terms and two members shall serve two year terms. Their successors shall be appointed to two year terms.

B. Two alternate members shall be appointed by the City Commission for terms of one year. In the absence or disability of a regular member, an alternate member may be called to sit and act in his place by the Chairman of the Committee. Whenever feasible, one of the two alternates shall be a registered architect.

C. Members of the Committee shall be subject to removal, for cause by the City Commission after a hearing before the City Commission. Unexcused absence for three consecutive meetings shall constitute cause for removal.

Section 158.03 ORGANIZATION.

The Architectural Appearance Committee shall elect a Chairman and Vice-Chairman to preside at its meetings, and shall formulate its rules and regulations for the conduct of its business. The members of the Committee shall have the following qualifications:

A. Each member must be a resident of the City of Pompano Beach or a practicing architect with his/her principal place of business located in the City of Pompano Beach.

B. At least two (2) members of the Committee shall be Florida registered architects and at least one (1) other member shall be a Florida registered landscape architect. The remaining members of the Committee shall be a Florida registered architect, a Florida registered landscape architect, a Florida registered professional engineer, a planner, a building contractor, a Florida registered real estate sales person or broker or possess a similarly-related background.

Section 158.04 POWERS AND DUTIES.

A. Majority to Review Plans. The Architectural Appearance Committee shall recommend standards acceptable to the City Commission relative to plans and specifications to be submitted in connection with application for structures, public or private as hereinafter required. Except single family dwellings and duplex dwellings as excluded by the City's Zoning Code from development review, the signature of the Chairman or presiding Committee members on each set of plans and specifications required to be submitted with each application for a permit, shall be pre-requisite to the issuance of any building permit required to be reviewed by the Committee. The Architectural Appearance Committee may require such changes in said plans and specifications as in its judgment may be requisite and appropriate to the maintenance of a high standard of architecture, beauty and harmony as established by the standards adopted by the City Commission for the guidance of the Committee.

B. Plans and Specifications. Except single family dwellings and duplex dwellings as excluded by the City's Zoning Code from development review, every application for a permit to erect a building or structure or to materially alter a front or side elevation of any existing building or structure in the City of Pompano Beach or in some fashion change the exterior appearance of any building or structure shall, unless subject to review by the Director of the Department of Development Services as provided in paragraph "D" of this section, be accompanied by six sets of detailed plans plus color and material samples. If the plans submitted do not furnish sufficient information adequately to show the scope of the planned construction for which a permit has been requested, then there shall be furnished, in addition to the six sets of detailed plans, one set of detailed specifications for such proposed work; both the plans and specifications shall be prepared by a registered architect or registered engineer, qualified under the laws of the State of Florida to prepare such plans and specifications and no permit therefor shall be issued until such plans (and specifications, when required) shall have been previously approved by the Committee as provided herein above. No plans or specifications in violation of

this or any other ordinance of the City of Pompano Beach shall be approved. No permit for the construction or addition to any building (excluding single-family and duplex dwellings) shall be issued until and unless the plans therefor have been approved by the Architectural Appearance Committee as being in accordance with the standards as provided for in this section.

(C) The Architectural Appearance Committee shall approve, approve with conditions, or disapprove the issuance of a building permit in any matter subject to its jurisdiction after consideration of whether the following criteria are complied with:

(1) The plan for the proposed structure or project is in conformity with good taste, good design and, in general, contributes to the image of Pompano Beach as a place of beauty, spaciousness, harmony, taste, fitness, broad vistas and high quality.

(2) The proposed structure or project is not, in its exterior design and appearance, of inferior quality such as to cause the nature of the local environment or evolving environment to materially depreciate in appearance and value.

(3) The proposed structure is in conformity with the standards of this Code and other applicable ordinances insofar as the location and appearance of the buildings and structures are involved.

If the above criteria are met, the application shall be approved. Conditions may be applied when the proposed building or structure does not comply with the above criteria and shall be such as to bring said structure or project into conformity. If any application is disapproved, the Architectural Appearance Committee shall detail in its findings the criterion or criteria that are not met. The action taken by the Committee shall be reduced to writing, signed by the Chairman, and a copy thereof made available to the applicant upon request.

(4) The proposed structure or project is in harmony with the proposed developments in the general area, with the comprehensive plan for the City of Pompano Beach, Florida, and with the criteria set forth in "Supplemental Criteria of the Architectural Appearance Committee," as may be from time to time amended or revised, which is described in Section 158.06. Any decision of the Committee must comply with such Supplemental Criteria of the Architectural Appearance Committee. The Supplemental Criteria of the Architectural Appearance Committee may be amended from time to time by ordinance regularly adopted upon action initiated by the City Commission. If the Architectural Appearance Committee shall make a recommendation to the City Commission for any such changes, the City Commission shall consider same and

may adopt such recommendations with or without modifications by ordinance, or may reject same.

(D) **Minor Construction.** Minor construction and alterations shall be exempt from review by the Committee. However, the Department of Development Services Director or his designee shall approve, approve with conditions or deny the issuance of a building permit for minor construction and alterations. Minor construction and alterations are as follows:

- (1) Rehabilitation of existing facades.
- (2) New construction that does not exceed 5,000 sq. ft. of floor area.
- (3) Additions (attached or detached) that contain 25% of the floor area of the primary building but not to exceed 25,000 sq. ft.
- (4) Landscape projects including decks and patios that contain less than 10,000 sq. ft.
- (5) Construction, repair, or rehabilitation of new or existing walls, fences, at-grade parking lots, canopies, and awnings.
- (6) Installation of any mechanical or plumbing equipment that is visible from the public right-of-way. This review is limited to methods of screening the equipment from public view.
- (7) Signs which do not require an application for site plan approval, including changes in text.

The Department of Development Services Director's decision shall be based upon the criteria set forth in paragraph "C" of this section. An appeal of the Director's decision shall be considered by the Architectural Appearance Committee.

Any person aggrieved by a decision of the Director may file a Notice of Appeal with the Clerk of the Committee within fourteen (14) days after the decision was made by the Director. The Notice of Appeal shall specify the action taken by the Director and in what respect the appellant is aggrieved by such action and the action which appellant desires the Committee to make with respect to the decision of the Director. The Committee shall act as an appeal board from the Director's decision within thirty (30) days of the Notice of Appeal being filed and shall either affirm the action of the Director, affirm it with modifications, reverse it, or remand it for further consideration.

Section 158.05 MEETINGS AND RECORDS.

(A) The Architectural Appearance Committee shall meet at least twice per month, at the call of the Chairperson or, in his or her absence, the Vice-Chairperson, or more often as may be required in order to consider applications pending without unnecessary delay. All meetings shall be open to the public and the order of business and procedure to be followed shall be as prescribed within the rules and regulations to be adopted by the Committee. A majority of the Committee shall constitute a quorum and the affirmative vote of a majority of the Committee shall be necessary for any action thereof. The City Manager is authorized and empowered to appoint a secretary for the Committee. A record of the proceedings of the Committee shall be kept.

(B) Failure of the Committee to take final action within fifteen (15) days of sufficient plans and specifications being filed with the Committee shall constitute approval of such plans and specifications by the Committee.

(C) Any person aggrieved by a decision of the Architectural Appearance Committee may file a Notice of Appeal with the City Clerk within fourteen (14) days after the approved minutes of the meeting at which the decision was made have been filed with the City Clerk. The Notice of Appeal shall specify the action taken by the Committee and in what respect the appellant is aggrieved by such action and the action which appellant desires the City Commission to make with respect to the decision of the Committee. Any City Commissioner may also file a Notice of Appeal within fourteen (14) days after the approved minutes of the meeting at which the decision was made have been filed with the City Clerk. The City Commission shall sit, in open session, as an appeal board from the Architectural Appearance Committee within thirty (30) days of the Notice of Appeal being filed and shall either affirm the action of the Architectural Appearance Committee, affirm it with modifications, reverse it, or remand it for further consideration.

Section 158.06 SUPPLEMENTAL CRITERIA.

The City of Pompano Beach hereby adopts by reference the Supplemental Criteria of the Architectural Appearance Committee, a copy of which is attached hereto marked Exhibit "A" and made a part hereof, and additional copies of which are available on file in the office of the City Clerk for public reference and inspection, as and for an ordinance of the City of Pompano Beach. Said provisions and regulations are hereby adopted and incorporated into the Code of Ordinances of the City of Pompano Beach without further codification as if fully set out herein at length.

Section 158.07 CHANGES IN PLANS AND SPECIFICATIONS.

The requirements of this ordinance are in addition to any other requirement of the Code of Ordinances of the City of Pompano Beach, such as the Zoning Code and the Building Code. Approval by the Architectural Appearance Committee of a given set of plans and specifications does not necessarily constitute evidence of applicant's compliance with other requirements of the Code of the City of Pompano Beach.

Section 158.08 VIOLATIONS.

(A) It shall constitute a violation of this ordinance should any owner, agent or person having charge of or occupying any lot or premises covered by the provisions of this ordinance refuse or neglect, for a period of fifteen (15) days after receiving notice from the City of any violation hereof, fail to cure such violation without further notice.

(B) In the case of such violation, as above stated, the City may then cause the work of removal, replacement and/or cutting to be done and the cost of such work shall forthwith be paid by such owner, agent or other person.

(C) Upon failure of the owner, agent or other person to promptly pay the cost of such work, the City Clerk shall cause an affidavit to be placed upon the public records of Broward County describing the work done and the amount of cost incurred by the City. Such affidavit shall constitute a claim of lien against the property, forecloseable in the manner of mechanic's liens, together with the costs of the action and all reasonable attorneys' fees incurred by the City.

(D) Any notices required by this ordinance may be mailed to the owner of record as shown on the tax roll of Broward County, Florida or may be posted upon the premises by affixing in any conspicuous place on any structure located on such premises or may be given by leaving a copy of such notice with any person of legal age occupying or having charge of the premises.

(E) Additionally, the City of Pompano Beach Code Enforcement Division shall have the jurisdiction and authority to hear and decide alleged violations of Chapter 158 of the City of Pompano Beach Code which alleged violations may be processed in accordance with the provisions of Chapter 37 of the City of Pompano Beach Code of Ordinances.

Section 158.09 PENALTY.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance may be fined as provided by Section 10.99, "General Penalty", of

the Pompano Beach Code of Ordinances. Each day a violation exists shall constitute a separate offense.

The provisions of this ordinance shall be in addition to such other remedies as may be provided for by law or ordinance.

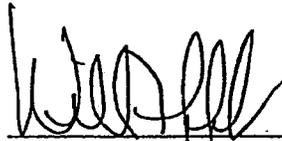
SECTION 2: All ordinances, resolutions, or parts thereof in conflict herewith are hereby repealed.

SECTION 3: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4: This Ordinance shall become effective upon passage.

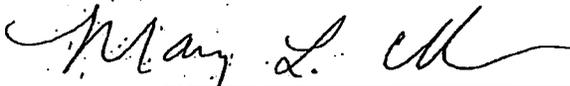
PASSED FIRST READING this 23rd day of June, 1998.

PASSED SECOND READING this 28th day of July, 1998.



WILLIAM F. GRIFFIN, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL:amd
7/29/98
l:ord/ch158/98-229a

A. Each member must be a resident of the City of Pompano Beach or a practicing architect with his/her principal place of business located in the City of Pompano Beach.

B. At least two (2) members of the Committee shall be Florida registered architects and at least one (1) other member shall be a Florida registered landscape architect. The remaining members of the Committee shall be a Florida registered architect, a Florida registered landscape architect, a Florida registered professional engineer, a planner, a building contractor, a Florida registered real estate sales person or broker or possess a similarly-related background.

Section 158.04 POWERS AND DUTIES.

A. Majority to Review Plans. The Architectural Appearance Committee shall recommend standards acceptable to the City Commission relative to plans and specifications to be submitted in connection with application for structures, public or private as hereinafter required. Except single family dwellings and duplex dwellings as excluded by the City's Zoning Code from development review, the signature of the Chairman or presiding Committee members on each set of plans and specifications required to be submitted with each application for a permit, shall be pre-requisite to the issuance of any building permit required to be reviewed by the Committee. The Architectural Appearance Committee may require such changes in said plans and specifications as in its judgment may be requisite and appropriate to the maintenance of a high standard of architecture, beauty and harmony as established by the standards adopted by the City Commission for the guidance of the Committee.

B. Plans and Specifications. Except single family dwellings and duplex dwellings as excluded by the City's Zoning Code from development review, every application for a permit to erect a building or structure or to materially alter a front or side elevation of any existing building or structure in the City of Pompano Beach or in some fashion change the exterior appearance of any building or structure shall, unless subject to review by the Director of the Department of Development Services as provided in paragraph "D" of this section, be accompanied by six sets of detailed plans plus color and material samples. If the plans submitted do not furnish sufficient information adequately to show the scope of the planned construction for which a permit has been requested, then there shall be furnished, in addition to the six sets of detailed plans, one set of detailed specifications for such proposed work; both the plans and specifications shall be prepared by a registered architect or registered engineer, qualified under the laws of the State of Florida to prepare such plans and specifications and no permit therefor shall be issued until such plans (and specifications, when required) shall have been previously approved by the Committee as provided herein above. No plans or specifications in violation of

Name	Address	District	Phone	Appointed	Expires	Reso No.
Thomas H. Di Giorgio, Sr. Architect City Commission At Large	24 N.E. 24th Avenue (33062) (Business Address) thom@dk-group.com	1	954-941-3449 h 954-614-5385 c 941-3329 x 217 (O)	2/8/2015	2/8/2017	2015-268
Robert Zbikowski Chairman - Real Estate Appraiser City Commission At Large	111 Briny Ave. # 1703 (33062) eminentrta@aol.com	1	954-781-5703 h 954-675-0384 c 954-357-5880 o	7/9/2013	7/27/2015	2013-307
John A. Pancoast Vice Chairman - Landscape Architect City Commission At Large	2102 N. Riverside Drive (33062) jpancoas@pbcgov.org	1	954-781-5428 h 561 233-5322 (O) 561-876-3460 c	2/8/2015	2/8/2017	2015-269
Joby Balint Architect City Commission At Large	2321 SE 11th St., (33062)	1	954-781-9499 h 954-398-4099 c	7/9/2013	7/27/2015	2013-308
Salah Elroweny Architect, General Contractor City Commission At Large	480 S. Cypress Rd. #100 (33060) salah@igroup1.com	3	954-785-1314 h 954-803-6484 c	7/9/2013	7/27/2015	2013-309
Kenneth Koch City Commission At Large	1641 N.E. 48th Court (33064) resolver1@comcast.net	2	954-427-8167 h 954-708-0558 c	10/26/2014	10/26/2016	2015-34
(1) Ray Lubomski City Commission At Large	830 S.E. 6th Ave., (33060) rlubomski@aol.com	3	954-786-9660 h 954-871-9835 c	5/27/2014	6/8/2015	2014-252
(2) Walter Syrek City Commission At Large	1311 N.E. 43rd Court, (33064) wsarch@gmail.com	2	954-933-6393 h	2/8/2015	2/8/2017	2015-270
Matthew Edge - Recording Secretary	City Hall 100 W. Atlantic Boulevard		954-786-5554			

Meets: Second Thursday @ 4:00pm in the City Commission Chambers Conference Room
Elections: Annually in May
Established: City Ordinance No. 98-57

Meeting Date: July 14, 2015

Agenda Item 32

REQUESTED COMMISSION ACTION:

<u> </u> Consent	<u> </u> Ordinance	<u> X </u> Resolution	<u> </u> Consideration/ Discussion	<u> </u> Presentation
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SHORT TITLE APPOINTMENT TO THE ARCHITECTURAL APPEARANCE COMMITTEE

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE ARCHITECTURAL APPEARANCE COMMITTEE OF THE CITY OF POMPANO BEACH FOR A TERM OF TWO (2) YEARS: SAID TERM TO EXPIRE ON JULY 27, 2017; PROVIDING AN EFFECTIVE DATE.

(PLEASE REFER TO PREVIOUS ITEM FOR APPLICANTS)

This is a City Commission's Appointment.



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

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

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>City Clerk's Office</u>	<u>6/25/15</u>	<u>Approve</u>	<u>Asceleta Hammond</u>
<u>X City Manager</u>	_____	_____	<u>_____</u>

ACTION TAKEN BY COMMISSION:

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

RESOLUTION NO. 2015-_____

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE ARCHITECTURAL APPEARANCE COMMITTEE OF THE CITY OF POMPANO BEACH FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON JULY 27, 2017; PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1: That _____ is hereby appointed to the Architectural Appearance Committee of the City of Pompano Beach for a term of two (2) years; said term to expire on July 27, 2017.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

Meeting Date: July 14, 2015

Agenda Item 33

REQUESTED COMMISSION ACTION:

<u> </u> Consent	<u> </u> Ordinance	<u> X </u> Resolution	<u> </u> Consideration/ Discussion	<u> </u> Presentation
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SHORT TITLE APPOINTMENT TO THE ARCHITECTURAL APPEARANCE COMMITTEE

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE ARCHITECTURAL APPEARANCE COMMITTEE OF THE CITY OF POMPANO BEACH FOR A TERM OF TWO (2) YEARS: SAID TERM TO EXPIRE ON JULY 27, 2017; PROVIDING AN EFFECTIVE DATE.

(PLEASE REFER TO PREVIOUS ITEM FOR APPLICANTS)

This is a City Commission's Appointment.



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

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

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>City Clerk's Office</u>	<u>6/25/15</u>	<u>Approve</u>	<u>Asceleta Hammond</u> <u>[Signature]</u>
<u>X City Manager</u>	_____	_____	_____

ACTION TAKEN BY COMMISSION:			
<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
<u>1st Reading</u>	<u>1st Readin</u>	<u>Results:</u>	<u>Results:</u>
_____	_____	_____	_____
<u>2nd Reading</u>	_____	_____	_____

RESOLUTION NO. 2015-_____

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE ARCHITECTURAL APPEARANCE COMMITTEE OF THE CITY OF POMPANO BEACH FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON JULY 27, 2017; PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1: That _____ is hereby appointed to the Architectural Appearance Committee of the City of Pompano Beach for a term of two (2) years; said term to expire on July 27, 2017.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

Meeting Date: July 14, 2015

Agenda Item 34

REQUESTED COMMISSION ACTION:

<u> </u> Consent	<u> </u> Ordinance	<input checked="" type="checkbox"/> Resolution	<u> </u> Consideration/ Discussion	<u> </u> Presentation
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SHORT TITLE APPOINTMENT TO THE ARCHITECTURAL APPEARANCE COMMITTEE

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE ARCHITECTURAL APPEARANCE COMMITTEE OF THE CITY OF POMPANO BEACH AS ALTERNATE 1 FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON JUNE 8, 2017; PROVIDING AN EFFECTIVE DATE.

(PLEASE REFER TO PREVIOUS ITEM FOR APPLICANTS)

This is a City Commission's Appointment.



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

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

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>City Clerk's Office</u>	<u>6/25/15</u>	<u>Approve</u>	<u><i>Asceleta Hammond</i></u>
<input checked="" type="checkbox"/> City Manager	_____	_____	<u><i>Anna W. Seal</i></u>

ACTION TAKEN BY COMMISSION:

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

RESOLUTION NO. 2015-_____

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE ARCHITECTURAL APPEARANCE COMMITTEE OF THE CITY OF POMPANO BEACH AS ALTERNATE 1 FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON JUNE 8, 2017; PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1: That _____ is hereby appointed to the Architectural Appearance Committee of the City of Pompano Beach as alternate 1 for a term of two (2) years; said term to expire on June 8, 2017.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

Meeting Date: 07/14/2015

Agenda Item 35

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approval to award Bid L-22-15, Water Treatment Plant Electrical Master Plan Phase II Improvements to the lowest responsive, responsible bidder Florida Design Contractors, Inc. in the amount of \$1,330,010.00.

Summary of Purpose and Why:

Bid L-22-15 was issued for the Utilities Department to establish a contract for the furnishing of all labor equipment, tools, materials and any other incidentals for the Master Plan Phase II Electrical Improvements for the Water Treatment Plant including: demolition and disposal of existing indoor substation transformer, switchgear, panelboards for the equipment room located at the mezzanine of the High Service Pumps No. 1 through No. 4 Building. Construction upgrades to existing indoor electrical room includes new 480 volts switchboard, panelboards for lighting and instrumentation, dry type transformers, speed controllers for filter's backwash pumps, related conduit and wiring, extension of existing HVAC ductwork for cooling of new equipment in electrical room, interconnection with outdoor pad mounted transformer and switchboard, associated underground ductbanks with wiring, upgrades to the electrical power distribution equipment at the Public Works Building and miscellaneous incidentals for a complete and useable facility. Bid award is recommended to the lowest responsive, responsible bidder Florida Design Contractors, Inc. in the amount of \$1,330,010.00. City Commission approval of this contract award is requested.



Water Treatment Plant Master Plan Electrical Improvements are a City Strategic Plan Initiative 1.4.4 under the Quality and Affordable Services Strategy.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: A. Randolph Brown, Utilities Director 954 545-7043
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: \$1,330,010.00 from budgeted funds in account 420-7472-533.65-12 / CIP 11-194.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Utilities Director	<u>6/30/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
General Services	<u>6/30/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>6/30/15</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>6-30-15</u>	<u>Approval</u>	<u>[Signature]</u>

City Manager [Signature]

ACTION TAKEN BY COMMISSION:

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

MEMORANDUM

Purchasing #15-094
June 30, 2015

To: Dennis W. Beach, City Manager

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

From: Cassandra LeMasurier, Purchasing Supervisor *CL*

Subject: Award Bid L-22-15, Water Treatment Plant Electrical Master Plan Phase II Improvements

Contract Need/Background

Bid L-22-15 was issued for the Utilities Department to establish a contract for the furnishing of all labor equipment, tools, materials and any other incidentals for the Master Plan Phase II Electrical Improvements for the Water Treatment Plant. The scope of work consists of construction of upgrades under Phase II Electrical Master Plan Improvements, including demolition and disposal of existing indoor substation transformer, switchgear, panelboards for the equipment room located at the mezzanine of the High Service Pumps No. 1 through No. 4 Building. Construction upgrades to existing indoor electrical room includes new 480 volts switchboard, panelboards for lighting and instrumentation, dry type transformers, speed controllers for filter's backwash pumps, related conduit and wiring, extension of existing HVAC ductwork for cooling of new equipment in electrical room, interconnection with outdoor pad mounted transformer and switchboard, associated underground ductbanks with wiring, upgrades to the electrical power distribution equipment at the Public Works Building and miscellaneous incidentals for a complete and useable facility.

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

Bidders List

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

Number of firms attending the mandatory pre-bid conference 10
Number of firms submitting bids.....2

Advertising

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

Funding

The contract will be funded from budgeted funds in account 420-7472-533.65-12 / CIP 11-194.

Award Recommendation

After reviewing the responses to this bid with the Utilities Department it is recommended that the award for L-22-15 be made to the lowest responsive, responsible bidder Florida Design

Contractors, Inc. in the amount of \$1,330,010.00 for the bid and bid alternate A, which includes a comprehensive electrical system analysis and report.

Enclosures

cc: file



Phone: (954) 786-4061

**City of Pompano Beach
Engineering Department**

Fax: (954) 786-4028

MEMORANDUM NO. 15-150

DATE: June 29, 2015
TO: Otis Thomas, General Services Director
FROM: John Sfiropoulos, P.E., Civil Engineer III
SUBJECT: Award Bid to Florida Design Contractors, Inc., L-22-15

On May 27, 2015, the City received and opened bids for the above referenced Bid No. L-22-15 (Electrical Improvements Phase 2 at the Water Treatment Plant which is consistent with our Electrical Master Plan). The lowest bidder is Florida Design Contractors, Inc., in the amount of \$1,310,010.00 (Base Bid) plus \$20,000 (Bid Alternate A) for a total of **\$1,330,010.00**. The CIP for this project is 11-194, Account No. 420-7472-533-6512 (the attached copy of the budget adjustment is currently in process).

The Engineer of Record, Carollo Engineers, has checked references for this contractor and the relevant email correspondence is attached. We feel confident that this contractor has the necessary experience and knowledge to complete the scope of services for this project within the schedule and budget submitted.

Please have the bid award recommendation for this project placed on the agenda for approval at the next available Commission meeting.

If any additional information is needed regarding this matter, please do not hesitate to contact me at X7009. Thank you.

Enclosures:

John Sfiropoulos

From: Mario Gamboa <mgamboa@gamboainc.com>
Sent: Thursday, June 11, 2015 12:33 PM
To: Cassandra LeMasurier; John Sfiropoulos
Cc: 'Elizabeth Fujikawa'
Subject: RE: Bid Tabulation & Bid Award Recommendation Form L-22-15 WTP Phase II Electrical Improvements
Attachments: L-22-15 Bid Award Recommendation Form.doc

Cassie and John,

Attached is a copy of the City BID AWARD RECOMMENDATION FORM, with the Name of the Lowest Responsive Bidder recommended.

We reviewed the two received BID proposals for compliance with Bid requirements:

1. The BID proposal from Florida Design Contractors, Inc is the Lowest and Responsive Bid received.
 - a. The prior required experience of Florida Design Contractors, Inc complies with the specified requirements.
 - b. Their listed key Electrical Subcontractor "Edwards Electric" is well known in South Florida, he has performed previous work at the City of Pompano Water Treatment Plant and substantial project experience in water and wastewater treatment projects.
2. The BID proposal from JWR Construction Services is the second higher and only other BID received:
 - a. The prior required experience of JWR Construction Services is not related to municipal projects in Water and/or Wastewater Treatment Plants, therefore their proposal could be considered non-responsive from prime Contractor's experience perspective.
 - b. Their listed key Electrical Subcontractor "Gilmore Electric" has performed previous work at the City of Pompano Water Treatment Plant and they have fair project experience in other water and wastewater treatment projects.
3. The lowest BID from Florida Design Contractors, Inc with the GRAND TOTAL amount of \$ 1,330,010.00 is approximately 4.4% higher than Engineer's Opinion of Construction Cost (submitted in September, 2014). However, the BID is within a reasonable range of the present escalation in construction cost due to the apparent improvement of US economy.

Please, let us know if you have any questions,

Elizabeth Fujikawa, PE
Carollo Engineers, Inc

c/o Mario A Gamboa, PE
Gamboa Engineers LLC
17433 SW 65 CT
Southwest Ranches, FL 33331
P: (954)-533-1121
C: (954)-615-7461

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Cassie LeMasurier Date 05/28/2015

To: Utilities Department Attn.: John Sfiropoulos

Subject: Bid No. L-22-15 Item/service: Water Treatment Plant Electrical Master Plan Phase II Improvements

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

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

1. SOURCE OF FUNDS:

Budgeted Code: CIP 11194, Acct. 420-7472-533-6512

Title: Water Treatment Plant Electrical Rehabilitation

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Florida Design Contractors, Inc.

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

Yes X No

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

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

Yes X No Not applicable for this bid

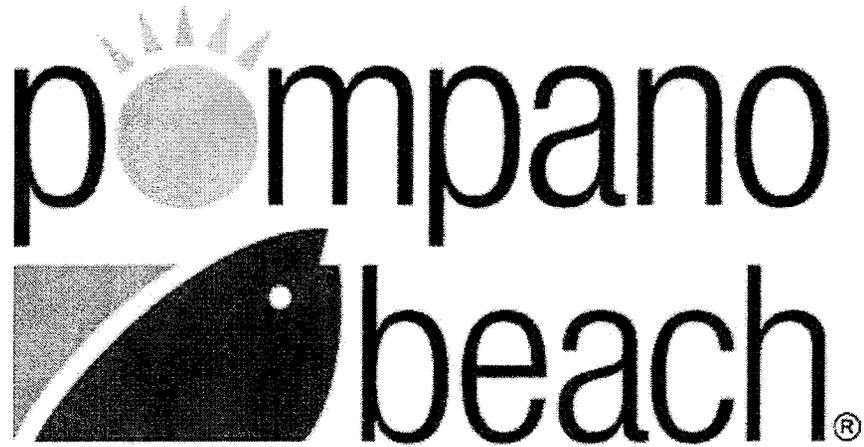
Signature: 

Date: 6/25/15

Title: Utilities Director
(Department Head)

City of Pompano Beach
Water Treatment Plant Electrical Master Plan Phase II Improvements
Bid L-22-15 Date: 05/27/2015

Line Item	Description	Florida Design Contractors, Inc. 1326 So. Killian Drive, Lake Park, FL 33403	JWR Construction Services, Inc. 1311 W Newport Center Dr., Suite C, Deerfield Beach, FL 33442
1		\$220,000.00	\$183,385.00
2		\$350,000.00	\$241,584.00
3		\$220,000.00	\$268,118.00
4		\$220,000.00	\$330,147.00
5		\$155,000.00	\$198,540.00
6		\$50,000.00	\$93,283.00
7		\$20,000.00	\$52,474.00
8	Indemnification	\$10.00	\$10.00
9	Permit Fee Allowance	\$25,000.00	\$25,000.00
10	Contingency	\$50,000.00	\$50,000.00
	GRAND TOTAL	\$1,310,010.00	\$1,442,541.00
	BID ALTERNATE A	\$20,000.00	\$24,821.00
	BASE BID & BID ALTERNATE A GRAND TOTAL	\$1,330,010.00	\$1,467,362.00
	Completion times substantial/final completion:	40 weeks / 44 weeks	40 weeks / 44 weeks
	Local Business Goal 10%:	No Local Business Participation	Approximately 1.34% local participation
	SBE Goal 15%:	Bidder is a Small Business Enterprise	No Small Business Enterprise Participation



Florida's Warmest Welcome

BID/CONTRACT DOCUMENTS

**WATER TREATMENT PLANT ELECTRICAL
MASTER PLAN PHASE II IMPROVEMENTS**

BID L-22-15

For the City of Pompano Beach, Florida

MANDATORY PRE-BID CONFERENCE: April 20, 2015, 10:30 a.m. (local)

UTILITIES ADMINISTRATION BUILDING (EOC)

1205 N.E. 5TH AVENUE

POMPANO BEACH, FL 33060

BID OPENING: May 19, 2015, 2:00 p.m. (local)

PURCHASING DIVISION

1190 N.E. 3RD AVENUE, BUILDING C (FRONT)

POMPANO BEACH, FLORIDA 33060

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INVITATION TO BID

Sealed Proposals for **Bid L-22-15 Water Treatment Plant Electrical Master Plan Phase II Improvements** addressed to the City of Pompano Beach, Purchasing Office, 1190 N.E. 3rd Avenue, Building C (front) Pompano Beach, Florida 33060, will be received until **2:00 p.m. (local), on May 19, 2015** and will be publicly opened and read aloud. Any bids received after the time and date will not be considered.

A Mandatory Pre-Bid Conference will be held on Monday April 20, 2015 at 10:30 a.m. (local) in the Utilities Administration Building (EOC), 1205 N.E. 5th Avenue, Pompano Beach, Florida 33060. Bids will not be accepted from firms that do not attend the pre-bid conference. A site visit will be conducted immediately following the Mandatory Pre-Bid Conference.

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process. The City has set a 10% voluntary Local Business participation Goal for this project. Local Business Program Forms are located in this bid/contract document, and all bidders must return the Local Business forms in order to be considered for bid evaluation purposes.

The City has set a 15% voluntary Small Business Enterprise Goal for this project. SBE Forms are located in this bid/contract document, and all bidders must return the SBE forms in order to be considered for bid evaluation purposes.

The Work consists of construction of upgrades under Phase II Electrical Master Plan Improvements, including demolition and disposal of existing indoor substation transformer, switchgear, panelboards, and incidental conduit and wiring shown on the drawings, for the 480 volts equipment room located at the mezzanine of the High Service Pumps No. 1 through No. 4 Building. Construction upgrades to existing indoor electrical room includes new 480 volts switchboard, panelboards for lighting and instrumentation, dry type transformers, speed controllers for filter's backwash pumps, related conduit and wiring, extension of existing HVAC ductwork for cooling of new equipment in electrical room, interconnection with outdoor pad mounted transformer and switchboard, associated underground ductbanks with wiring, upgrades to the electrical power distribution equipment at the Public Works Building and miscellaneous incidentals for a complete and useable facility. The project location is 1205 N.E. 5th Avenue, Pompano Beach, FL 33060. Access to this site is restricted. Bidders may contact John Sfiropoulos, Civil Engineer III (954) 545-7009 to schedule a site visit.

Bid documents may be obtained at no charge from the City of Pompano Beach website www.pompanobeachfl.gov.

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

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract Documents. All bid bonds, contract bonds, insurance contracts and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be

duly licensed and qualified to do business in the State of Florida. **Bid bonds and performance and payment bonds are required. Insurance is required for all bids.**

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

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

Dated this 7th day of April, 2015

CITY OF POMPANO BEACH

By : Cassandra LeMasurier, Purchasing Supervisor

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

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

2. COPIES OF BIDDING DOCUMENTS

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

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

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

3. QUALIFICATIONS OF BIDDERS

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

4. PUBLIC ENTITY CRIMES

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

5. DRUG FREE WORKPLACE

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

6. ANTI-KICKBACK ACT

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

7. EXAMINATION OF CONTRACT DOCUMENTS AND SITES

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

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

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

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

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

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

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

8. INTERPRETATIONS AND ADDENDA

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

All written questions must be received by **5:00 p.m. on May 12, 2015** at the above location. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect. Questions may be faxed to (954) 786-4168, referencing the bid number on all pages faxed.

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

9. BID SECURITY

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

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

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

10. CONTRACT TIME

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

11. LIQUIDATED DAMAGES

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

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

12. SUBSTITUTE OR "OR-EQUAL" ITEMS

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

13. SUBCONTRACTORS, SUPPLIERS AND OTHERS.

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

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

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

14. BID PROPOSAL

14.1 The Bid Proposal is included with the Bidding Documents.

14.2 All blanks on the Bid Proposal are to be completed in ink or by typewriter. The City requests three (3) copies of the bid be submitted, (one original, and two copies). Bidders are to complete and return pages 13-41.

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

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

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

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

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

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

15. SUBMISSION OF BIDS

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

Cassandra LeMasurier, Purchasing Supervisor
City of Pompano Beach, Florida
1190 N.E. 3rd Avenue, Bldg. C (front)
Pompano Beach, Florida 33060

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

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

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

16. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

17. OPENING OF BIDS

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

18. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

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

19. AWARD OF CONTRACT

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

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

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

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

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

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

20. CONTRACT SECURITY

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

21. SIGNING OF AGREEMENT

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

22. TAXES

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

23. NOTICE TO CONTRACTOR

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

24. NON DISCRIMINATION

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

25. OCCUPATIONAL HEALTH AND SAFETY

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

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

Any questions regarding this requirement should be directed to:

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

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

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

26. PERMITS AND FEES

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

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

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

BID PROPOSAL

PROJECT IDENTIFICATION

Project Name: Water Treatment Plant Electrical Master Plan Phase II Improvements

Bid Number: L-22-15

THIS BID IS SUBMITTED TO

OWNER: City of Pompano Beach, Florida

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

BIDDER-COMPANY NAME

Name: _____

Address: _____

NAME OF PERSON TO CONTACT FOR ADDITIONAL INFORMATION ON THIS BID

Name & Title: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Date: _____

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

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

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

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

4. BIDDER agrees that the construction of the Project will be substantially complete within 40 weeks after the date when the Contract Time commences to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment within 44 weeks after the date when the Contract Time commences to run.

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

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

7. **BID PROPOSAL**

For the following, furnish all tools, new equipment, new materials, labor and any other incidentals required for the construction of upgrades under Phase II Electrical Master Plan Improvements, including but not limited to temporary power and related work, to maintain pertinent water treatment process in continuous operation prior to demolition of obsolete electrical equipment and miscellaneous materials, renovate existing electrical rooms, provide new electrical equipment and miscellaneous pertinent work, gather field data of existing and new electrical system for required engineering power system studies, testing services for new equipment and related process, complete in place. Also, the work shall include all the necessary excavation, backfill, grading, restoration, removal and disposal of all excess materials, and the final cleaning up of the work; according to the plans and as specified herein for a complete and useable improvement of the facility.

The Proposal shall be submitted and listed according to the following Bid Items (1 through 8) for the Base Bid and Separate Bid Alternate "A" and in accordance with Bidding Instructions.

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

Bid Item 1:

Construction of upgrades under Phase II Electrical Master Plan Improvements, according to the plans and as specified, including all necessary work for the following elements:

- a) Mobilization, Insurance and Demobilization.
- b) Temporary Facilities for Construction.
- c) Electrical Temporary Power and Services for existing Process Equipment affected by new work, as necessary for maintaining the Water Treatment Plant Processes in Continuous Operation.
- d) Identification, Disconnection, Removal and Disposal of Existing Equipment, Materials and related wiring required to be Demolish, as necessary for New Work.
- e) Architectural Improvements of Existing Electrical Equipment Room in HSP 1-4 Pump Building, including but not limited to Indoor Concrete Pads, Doors, Hardware and Floor Finish.
- f) HVAC Ductwork in HSP 1-4 Pump Building.
- g) Indoor Patching and Painting in HSP 1-4 Pump Building.
- h) Outdoor Walls Patching and Painting at HSP 1-4 Pump Building.

Bid Item 1, Lump Sum: \$ _____

Bid Item 2:

Construction of upgrades in the High Service 1-4 Pump Building under Phase 2 Electrical Master Plan Improvements, according to the plans and as specified, including all necessary work for the following elements: (except work included in Bid Item 3, work in Bid Item 4, work in Bid Item 6 and work in Bid Item 7)

- a) New Switchboard “14SB1“including all associated pull boxes, conduit and wiring
- b) New Electrical Improvements including Panels, Transformers, all associated Pull Boxes, Conduit and Wiring in the existing HSP 1-4 Pumps Building and the outdoor area over the Clean Water Storage Basin.
- c) Lighting Fixtures, Outlets and Related Conduits and Wiring.
- d) Interconnection of New Electrical Equipment with the Existing SCADA PLC Panel.

Bid Item 2, Lump Sum: \$ _____

Bid Item 3:

Construction of upgrades in the High Service 1-4 Pumps Building under Phase 2 Electrical Master Plan Improvements, according to the plans and as specified, including all necessary work for the following elements: (except work included in Bid Item 2)

- a) New VFDs for Backwash pumps.
- b) New Electric Motors, related Mechanical Work and Services for Existing Backwash Pumps.
- c) New Related Electrical Improvements including all associated Pull Boxes, Conduit and Wiring for Supplying Power, Control and Interconnection among electrical switchboard, VFDs, Motors and SCADA Control Panels, for speed control of backwash pumps
- d) SCADA Work related for Monitoring and Controls of VFDs, and New Motors for Backwash pumps.

Bid Item 3, Lump Sum:

\$ _____

Bid Item 4:

Construction of upgrades underground and aboveground outside of High Service 1-4 Pumps Building, under Phase 2 Electrical Master Plan Improvements, as specified, including all necessary work for the following elements: (except work included in Bid Item 2)

- a) Excavation and Trench for Underground Work, related Earthwork, Backfill, Compacting and Grading, plus Temporary Barriers, Signs and Safety Provisions for Underground Construction.
- b) Underground Ductbanks, aboveground related Conduits and related Work
- c) Concrete Pads and related Work for Outdoor Equipment
- d) Outdoor Electrical 5 kV/480 Volts Transformer and 480 Volts Switchboard.
- e) Medium Voltage Cables and Terminations for Outdoor Electrical Equipment
- f) 600 Volt Wiring related for Outdoor Electrical Equipment
- g) Asphalt Patching, Paving and Landscape to match Existing Finish outside of HSP 1-4 Pump Building.

Bid Item 4, Lump Sum: \$ _____

Bid Item 5:

Construction of upgrades at the existing Membrane Building and existing Public Works Building under Phase 2 Electrical Master Plan Improvements, according to the plans and as specified, including all necessary work for the following elements:

- a) Electrical Work at Membrane Building.
- b) Electrical work at Public Works Administration Building.
- c) Temporary Relocation of Existing outdoor HVAC condensers for Conduit Routing.
- d) Trench for Underground Ductbanks, Backfill, Compacting and Grading, plus Temporary Barriers, Signs and Safety Provisions for Underground Construction between buildings.
- e) New 600 Volt Wiring between Membrane Building and Public Works Building.
- f) Required Patching, Painting, Paving and Landscape to match Existing Finish in areas affected by new construction inside and outside of Membrane Building and Public Works Administration Building.

Bid Item 5, Lump Sum: \$ _____

Bid Item 6:

Construction of upgrades under Phase 2 Electrical Master Plan Improvements, according to the plans and as required per specifications section 16950, including all necessary work for the following elements:

- a) Acceptance Testing of All New Electrical Equipment and Wiring at the High Service 1-4 Pump Building and related Outdoor Electrical Equipment,

- b) Acceptance Testing of All New Electrical Equipment and Wiring at the Membrane Building and Public Works Administration Building.

Bid Item 6, Lump Sum: \$ _____

Bid Item 7:

Construction of upgrades under Phase 2 Electrical Master Plan Improvements, as specified including all necessary work for the following elements:

- a) Contractor shall provide field technical labor for attending site meetings with Owner's Electrical Department, Engineer and/or Engineering Entity for coordination and discussion of Contractor's approach, work schedule and timely submittal of all necessary electrical system field data, for the Engineer and/or Engineering Entity to perform the electrical system studies required in technical specifications section 16305.
- b) Contractor shall provide field technical labor, tools, reading equipment, personnel protective means and methods, for work requirements specified in part 1.06-A and part 3.01-A of technical specifications section 16305, including but not limited to review record drawings, gather pertinent field data, take photographs of electrical equipment rooms with equipment layout and detail photographs of electrical equipment, gather accurate data of existing and new Protective Device (breaker and fuses) containing manufacturer Name, Equipment Model Number, Electrical Equipment Ratings, Existing Protective Settings. Also, determine cable/wiring Insulation, Verify Wire Sizes and Measure Wire lengths, and submit clear, organized and thorough documentation to the engineering entity in responsible charge of performing the electrical system studies, according to the requirements specified in technical specifications section 16305.

Bid Item 7, Lump Sum: \$ _____

Bid Item 8: Indemnification

Bid Item 8, Lump Sum: \$ 10.00 _____

BASE BID GRAND TOTAL:

(Including Lump Sum of Bid Items 1 through 8 above) \$ _____

BID ALTERNATE A

Provide a separate lump sum price, to be added to the BASE BID price at the option of the City, containing all engineering and related technical expertise services from an independent and qualified engineering entity, perform and deliver a comprehensive electrical system study for the entire Water Treatment Plant, including but not limited to analysis of existing power distribution system at the Lime Softening plant, the existing power distribution system at the Membrane Filter plant, existing electrical equipment at the Public Works Administration Building (located adjacent to the Water Treatment Plant) plus additional new electrical system in the Electrical

Master Plan – Phase II improvements project, according to the requirements specified in Section 16305.

The comprehensive electrical system analysis and report shall include the following studies and services:

1. Visit the Project Site and Observe Existing Electrical Systems
2. Review of all electrical systems record documents
3. Coordinate with Base Bid Contractor and review existing electrical systems field data gathered by Contractor, review new electrical system data as necessary input for modeling and performing the required electrical studies
4. Short circuit fault analysis study.
5. Protective device coordination study.
6. Arc-flash hazard study.
7. Furnish and Install Arc Flash Hazard Safety labels.
8. Training of CITY personnel about Arc Flash Safety and Instructions about Electrical Studies results and Report Information.

Bid Alternate A, Lump Sum: \$ _____

Related Clarification Notes:

1. Bid Alternate A shall include the price for required engineering professional services and related materials, and provide comprehensive power system studies and reports, excluding gathering of required field electrical systems data.
2. The CONTRACTOR shall facilitate and provide to the Engineer and/or Engineering Entity, under the Scope of Work of the Bid Item No. 7 the necessary and required accurate field data of pertinent electrical systems.
3. The CITY will facilitate and furnish electronic PDF copies of record electrical drawings of existing power distribution system at the Lime Softening Plant, the existing power distribution system at the Membrane Filter Plant, the existing electrical power distribution system at the Public Works Administration Building (located adjacent to the water treatment plant).
4. The CITY reserves the right to select the lowest responsive bidder based on compliance with Bidding Requirements and the lowest Base Bid Grand Total amount and/or the Sum of the lowest Base Bid Grand Total price plus the respective amount of Bid Alternate "A".
5. The CITY reserves the right to award the scope of work of the engineering studies in Bid Alternate "A" to a separate Contractor or Professional Engineering Entity.

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

DATE _____ BIDDER: _____
(Corporation Name) (Partnership Name) (Trade Name)

BY: _____
Name & Title of Signer

Manual Signature _____

Company Name: _____

Company Address: _____

_____ (Zip) _____

Telephone #: (_____) _____

Facsimile #: (_____) _____

Federal I.D. # _____

State of Florida Contractor's license # _____

Broward County Certificate of Competency #: _____

Expiration Date: _____

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

Date of Planned submittal.

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

Delivery lead time.

Anticipated installation date.

10. Qualifications Of Bidders

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

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

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

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

10.4 List all work performed over the last year.

Project Name _____

Owner's Name _____

Owner's Address _____

Phone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

(Attach additional information as required)

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

Project Name _____

Owner's Name _____

Owner's Address _____

Phone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

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

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

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

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

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

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

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

10.9 The following information shall be provided for this project:

(a) Estimated total construction manhours _____

(b) Percent manhours to be performed by Contractor's permanent staff _____

(c) Percent manhours to be performed by direct hire employees _____

(d) Percent manhours to be performed by Subcontractors _____

11. Equipment

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

11.1 What equipment will you rent for the proposed work?

11.2 What equipment will you purchase for the proposed work?

12. Conflict Of Interest

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

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

Yes _____ Name(s) and Position(s) _____

No _____

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

13. If the BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as

Business address:

Phone No.:

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business address:

Phone No.:

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to sign)

(Title)

(Corporate Seal)

Attest

(Secretary)

Business address:

Phone No.:

A Joint Venture

By

(Name)

(Address)

By

(Name)

(Address)

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

END OF SECTION

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

TO BE RETURNED WITH BID

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

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

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

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

CONTRACTOR'S SIGNATURE

CONTRACTOR'S PRINTED NAME

Date: _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

Authorized Signature Print Name and Title: _____

Local Business Program Goals and Forms

LOCAL BUSINESS PARTICIPATION GOAL ANNOUNCEMENT

BID # L-22-15

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services.

Bidders are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their bid package, the Local Business Participation Form (Exhibit "A"), and the Letter of Intent Form (Exhibit "B").

Bidders should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

Bidders who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form and Good Faith Effort Report (Exhibits "C" and "D").

The recommended voluntary goal for this bid is 10% for Local Businesses.

TO BE RETURNED WITH BID

LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Bid Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of Local Business Contractor)

(address):

BY: _____

EXHIBIT "B"

TO BE RETURNED WITH BID

**LOCAL BUSINESS
UNAVAILABILITY FORM**

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- _____ Did not bid in response to the invitation
- _____ Submitted a bid which was not the low responsible bid
- _____ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT "C"

TO BE RETURNED WITH BID

GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

BID # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

___ Yes ___ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

___ Yes ___ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____ \$ _____

TO BE RETURNED WITH BID

_____ \$ _____
_____ \$ _____

8. Other comments: _____

EXHIBIT "D"

Small Business Enterprise Goal and Forms

SBE GOAL ANNOUNCEMENT

BID # L-22-15

The City of Pompano Beach is strongly committed to insuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services.

The SBE criteria being used is as stated in FSS 288.703. As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

Bidders are encouraged to participate in the City of Pompano Beach's Voluntary SBE Program by including as part of their bid package the SBE Participation Form (Exhibit "A"), and the Letter of Intent Form (Exhibit "B").

Bidders who are unable to meet the recommended voluntary goals should also provide the SBE Unavailability Form and Good Faith Effort Report (Exhibits "C" and "D").

The recommended, voluntary goals for this bid are 15% for Small Business Enterprises.

TO BE RETURNED WITH BID

CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

Bid Number & Title: _____ Contractor's Name: _____

<u>Name of Firm</u>	<u>Contact Person Telephone Number</u>	<u>Type of Work To Be Performed</u>	<u>Contract Amount</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(BIDDER SHOULD INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total Contract Amount _____ Total SBE Contract Amount _____

Are documents requested submitted accordingly YES NO

EXHIBIT "A"

TO BE RETURNED WITH BID

LETTER OF INTENT TO PERFORM AS A SBE SUBCONTRACTOR

Bid Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of SBE Contractor)

(address):

BY: _____

SBE EXHIBIT "B"

TO BE RETURNED WITH BID

SMALL BUSINESS ENTERPRISE (SBE)
UNAVAILABILITY FORM

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

SBE EXHIBIT "C"

TO BE RETURNED WITH BID

GOOD FAITH EFFORT REPORT

BID # _____

1. What portions of the contract have you identified as SBE opportunities?

_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you ?

TO BE RETURNED WITH BID

7. List the SBEs you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

SBE EXHIBIT "D"

BID BOND

STATE OF FLORIDA)

ss

)

KNOW ALL MEN BY THESE PRESENTS, that we , _____

_____ as principal, and

hereinafter called Surety, are held and firmly bound unto The City of Pompano Beach, Pompano Beach, Florida, a political subdivision of the State of Florida, and represented by its City Commission hereinafter called OWNER, in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigned, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

(Bid Name) _____

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that is the Principal within 10 consecutive calendar days after written notice of such award being given to Principal, enters into the contract to such award and gives a Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; in the event of the failure of Principal to enter into such contract and bond, the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay the sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal; otherwise, it shall remain in full force and effect.

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

Signed, sealed and delivered in
the presence of:

As to Principal

Principal - _____

By: _____

Surety
By: _____

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

By: _____
Resident Agent

END OF SECTION

AGREEMENT

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

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

Article 1. WORK

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

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

Article 2. ENGINEER

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

Article 3. CONTRACT TIME

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

Article 4. LIQUIDATED DAMAGES

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

Article 5. CONTRACT PRICE

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

See BID PROPOSAL attached from bid/contract documents.

Article 6. PAYMENT PROCEDURES

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

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

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

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

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

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

Article 7. CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

Article 8. CONTRACT DOCUMENTS

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

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

(Bid Name) _____

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

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

Article 9. MISCELLANEOUS

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

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

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

Witnesses:

CITY OF POMPANO BEACH

By: _____
Lamar Fisher, Mayor

By: _____
Dennis W. Beach, City Manager

Attest:

Mary L. Chambers, City Clerk

(SEAL)

Approved as to form:

Gordon B. Linn, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

CONTRACTOR

(Print name of company)

Witnesses:

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF }
 }
 } ss:
COUNTY OF }

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

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

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

Notary Public

My Commission Expires: _____

Bond No. _____

Performance Bond

Project No:
Project Title:

KNOW ALL PERSONS BY THESE PRESENTS, that:

as Principal, and

a corporation duly authorized to transact business in the State of Florida, as Surety, are held and firmly bound unto The City of Pompano Beach, Florida, a body Corporate and politic under the laws of Florida, in the sum of:

(Written Amount)

(Figures)

good and lawful money of the Unites States, well and truly to be paid, and for the payment whereof, we the undersigned, Principal and Surety, jointly and severally, hereby firmly bind ourselves, our heirs, assigns, successors, and legal representatives.

WHEREAS, the above bounded Principal (hereafter alternately referred to as "Contractor") did on

enter into a Contract with the said The City of Pompano Beach, Florida (hereafter alternately referred to as "Owner") a body corporate and politic as aforesaid, in and by which the said above bounded Principal did undertake and agree to furnish all labor, implements, machinery, equipment, tools and materials necessary therefore and to install, build, erect, construct the project named above in accordance with the certain plans and specifications prepared by:

to which plans and specifications and said contract reference is here made and all thereof made a part hereof as if fully set forth herein.

WHEREAS, it was one of the conditions of the award of said contract with The City of Pompano Beach, Florida that these presents should be executed.

NOW THEREFORE, the conditions of this obligation are such that if the above bounded Principal shall in all aspects fully comply with, carry out and perform the terms and conditions of said contract and his obligations thereunder, including the Specifications, Proposal, Plans and Contract Documents therein referred to and made a part hereof, and therein provided for and shall indemnify and save harmless The City of Pompano Beach, Florida against and from all costs, expenses, damages, injury, or be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of said Principal or his agents, employees or subcontractors, in the execution or performance of said contract and shall promptly pay all just claims for damages or injury to property and for all work done or skill, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said principal in or about the construction or improvements or additions contracted for, then this obligation to be void, otherwise, to remain in full force and effect.

Whenever Contractor shall be, and declared by the Owner to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions: or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the Owner elects, upon determination by Owner and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

To the limit of the amount of this Bond, Surety's liability to Owner shall include but not be limited to, the cost of the completion of the construction contract and correction of defective work before or after completion of the construction contract; additional legal, design professional, and liquidated damages as specified in the Contract Documents arising out of and in connection with Principal's default and Surety's actions, inactions, and all costs incident to ascertaining the nature and extent of the Principal's default, including engineering, accounting and legal fees.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extensions of the time, alteration or addition to the terms of the contract or to the work or to the specifications. Additionally, Surety hereby stipulates and agrees that the bond penalty set forth above shall automatically increase coextensively with any Owner approved change orders which increase the overall contract amount.

Contractor shall give written notice to Owner of any alleged default by the Owner under the Construction Contract. Owner shall have not less than ninety (90) days after receipt of such notice to cure such default before the surety is allowed to assert the default as a defense against Owner. The only types of default that may be asserted against Owner shall be monetary defaults. The surety waives any defense of timeliness of completion if time extensions are granted by the Owner to the Construction Contractor.

No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors or assigns. Any suit under this Bond must be instituted within five (5) years from the date the cause of action accrued.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed in, at Pompano Beach, Broward County, Florida, this

_____ day of _____

Countersigned By:

Contractor:

By: (Signature) _____

(SEAL)

Surety:

**(SEAL OF
SURETY)**

By: _____
Address: _____

Bond No. _____

PAYMENT BOND FORM

Project No:

Project Title:

Facility Name:

BY THIS BOND, WE, _____, as Principal,
and _____, a corporation, as Surety, are bound to The City
of Pompano Beach, Florida, herein called "Owner", in the sum of :

(Written Amount)

(Figures)

for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. This Payment Bond is intended to be governed by 255.05, F.S.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract dated

between Principal and Owner for construction of the Project named above, the contract being made a part of this bond by reference; and

2. Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under paragraph 1. of this bond;

then this bond is void; otherwise, it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect Surety's obligation under this bond.

Dated on : _____

(SEAL OF SURETY)

Name of Surety: _____

By: _____

Attorney in Fact

(SEAL OF PRINCIPAL)

Name of Principal: _____

By: _____

Its authorized officer

General Conditions of the Contract

ARTICLE 1. DEFINITIONS.

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

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

ARTICLE 2. THE WORK.

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

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

ARTICLE 3. COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS.

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

ARTICLE 4. INTENT AND INTERPRETATION.

- 4.01 With the respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:
 - 4.01.01 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract and shall immediately give written notice to the Owner and the Project Consultant of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.
 - 4.01.02 The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

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

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

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

ARTICLE 6. TEMPORARY UTILITIES.

- 6.01 Water For Execution of the Work: The Contractor shall provide temporary water lines sufficient to supply all water needed for the construction and other services required by the Contract Documents and shall pay for all service connections and water used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 6.02 Electrical Energy: The Contractor shall provide temporary electrical energy and power lines sufficient to supply all electricity needed for the construction and other services required by the Contract Documents and shall pay for all service connections and electricity used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 6.03 Temporary Sanitary Facilities And Sewers:
 - 6.03.01 The Contractor shall provide and maintain in a neat and sanitary condition such accommodations and facilities for the use of his employees as may be necessary to comply with the regulations of any governmental agencies, departments, etc. which address or govern these issues.
 - 6.03.02 No nuisance will be permitted.

- 6.03.03 Upon completion of Work, such facilities shall be removed and the premises left in a sanitary condition.
- 6.03.04 Contractor is not permitted to use restrooms or other sanitary facilities within the Owner's existing building or on-site facilities unless the contrary is provided for elsewhere in the Contract Documents.

ARTICLE 7. PROGRESS.

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

ARTICLE 8. EXPEDITING

- 8.01 The Work, equipment and material provided under this Contract may be subject to expediting by Owner.
- 8.02 Owner shall be allowed reasonable access to the shops, factories and other places of business of the Contractor and/or Subcontractors for expediting purposes.

- 8.03 As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting, and Contractor shall cooperate with Owner and require Subcontractors to cooperate with Owner in such expediting.
- 8.04 Any expediting performance by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be provided under the Contract Document.

ARTICLE 9. COMPLETION

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

ARTICLE 10. CONTRACT PAYMENTS

- 10.01 Schedule of Values:
- 10.01.01 The Contractor shall maintain and update the Schedule of Values originally provided to the Owner as Post-Award Information.
- 10.01.02 The Contractor's Schedule of Values apportions the Contract Price among the different elements of the required Work for purposes of periodic and final payments and shall be submitted as detail in support of the Contractor's monthly Application for Payment.
- 10.01.03 The Schedule of values shall be presented with such detail, and supported with whatever information the Project Consultant or the Owner reasonably requests.
- 10.01.04 The Contractor shall not imbalance its Schedule of Values nor artificially inflate or exaggerate any element thereof. Contractor's failure to comply with this provision shall be grounds for Owner to terminate Contractor, as provided for elsewhere herein.

- 10.02 The Owner shall pay the Contract Price to the Contractor in accordance with the procedures provided herein.
- 10.02.01 On or before the 15th day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit an Application for Payment to the Owner for the period ending the last day of the previous month or other pay period as mutually defined and agreed to by the Contractor and Owner and as provided for in the Contract Documents. The Contractor shall also deliver a copy of the Application for Payment to the Project Consultant.
- 10.02.02 Said Application for Payment shall be in the format required elsewhere in the Contract Documents and include whatever supporting information as may be required by the Project Consultant, the Owner, or both.
- 10.02.03 The Owner shall not be required to pay for stored materials or equipment except as set forth in Article 25 below.
- 10.02.04 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the Work has been properly installed or performed in substantial compliance with the requirements of the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested.
- 10.02.05 Upon receipt of the Application for Payment, the Project Consultant shall:
- a. Within ten (10) days review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents.
 - b. Approve in writing the amount which, in the opinion of the Project Consultant, is properly owing to the Contractor.
- 10.02.06 The Owner shall make payment to the Contractor within fifteen (15) days following the Project Consultant's written approval of the Application for Payment but in no event later than twenty-five (25) days after the invoice was received by the Owner.
- 10.02.07 The Owner may reject the Application for Payment within twenty (20) business days after the date on which the Application for Payment is stamped as received. The rejection shall be in writing and shall specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.
- 10.02.08 If the Owner disputes a portion of an Application for Payment, the undisputed portion must be timely paid.
- 10.02.09 The Contractor may submit a corrected Application for Payment which corrects the deficiency or deficiencies specified in writing by the Owner. The Owner shall either pay or reject the corrected Application for Payment within ten (10) business days after receipt of same.
- 10.02.10 If a dispute regarding the Application for Payment cannot be resolved pursuant to the process outlined herein, it must be resolved in accordance with the dispute resolution procedures outlined in Article 45.
- 10.02.11 The amount of each monthly payment shall be the amount approved for payment by the Project Consultant less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by the Contract Documents or reasonable business practices. In the event of a dispute with regard to a portion of the Application for Payment, the Owner shall pay the undisputed portion pursuant to the timeline established in this Section.
- 10.02.12 The Project Consultant's approval of the Contractor's Applications for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in the Contract Documents.
- 10.02.13 The submission by the Contractor of an Application for Payment also constitutes an affirmative representation and warranty that all Work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance by any person whatsoever.

- 10.02.14 As a condition precedent to payment, the Contractor shall, as required elsewhere in the Contract Documents and as required by the Owner, also provide to the Owner documents relating to the Project, including but not limited to, updated schedules and daily logs, properly executed documents that all subcontractors, materialmen, suppliers or others having rights, acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any rights or other claims of any nature relating to the Project.
- 10.02.15 Furthermore, the Contractor warrants and represent that, upon payment of the Application for Payment submitted, title to all work included in such payment shall be vested in the Owner.
- 10.02.16 Dollar Value/Time Graphs: Each of the Contractor's Application for Payment shall be accompanied by a graph, prepared by the Contractor, that consecutively tracks the percentage of completion of both the Application for Payment's dollar value attained and the contract time (calendar days) elapsed, all coinciding with the date of the Application for Payment.
- 10.03 When payment is received from the Owner, the Contractor shall within five (5) days pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for all work covered by such payment. In the event such payments are not made in a timely manner the Owner may, in its discretion, invoke reasonable procedures in order to protect Owner's interest or Owner's desire to assist in having subcontractors, laborers, suppliers, materialmen or others paid.
- 10.04 It is mutually agreed that payments made under this Contract shall not constitute acceptance of defective or improper materials or workmanship nor shall same act as a waiver or release of future performance in accordance with the Contract Documents.

ARTICLE 11. WITHHOLDING PAYMENT TO CONTRACTOR

- 11.01 The Owner may withhold as retainage ten (10) percent of the payment owed to the Contractor until fifty-percent (50%) completion of the Project. After fifty-percent (50%) completion is reached, the Owner will reduce the amount of retainage withheld from each subsequent progress payment to five percent.
- 11.01.01 Fifty-percent (50%) completion shall be defined in the Contract Documents. If not defined, fifty-percent (50%) completion shall be the point at which the Owner has expended fifty-percent (50%) of the total cost of the construction services purchased with all costs associated with existing change orders and any other additions or modifications to the construction services provided for in the Contract Documents.
- 11.01.02 After fifty-percent (50%) completion of the Project, the Contractor may present to the Owner an Application for Payment of up to one-half of the retainage retained by the Owner prior to the fifty-percent completion date. The Owner shall promptly make such payment unless the Owner has grounds for withholding the payment retainage as provided herein.
- 11.02 If the City pays the retainage amount upon the Contractor's request which is attributable to the labor, services, or materials supplied by one or more contractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors or suppliers.
- 11.03 Regardless of the provisions in this Article, in no event shall the Owner be required to pay or release any amounts that are the subject of a good faith dispute, a claim brought pursuant to Fla. Stat. § 255.05, or otherwise the subject of a claim or demand by the Owner.
- 11.04 In addition to the Retainage, payments, including but not limited to Final Payment, may be withheld or reduced by the Owner in its sole discretion if any of the following exists:
 - 11.04.01 The Work is not proceeding in accordance with the Construction Documents Schedule as anticipated by the Project Consultant or the Owner. In that event, the Project Consultant or the Owner will assess the anticipated delay and the Owner will use the amounts specified for Liquidated Damages as the basis for amounts withheld. Said funds shall be held until such time as the Project Consultant or Owner determine that the Work is back on schedule. By making said funds available to Contractor, Owner does not waive its right to assess liquidated damages at the completion of the Project;

- 11.04.02 Liquidated Damages as set forth in this Contract;
- 11.04.03 Defective Work unremedied;
- 11.04.04 Punch-List items unremedied;
- 11.04.05 Subject to Owner's written notice to Contractor in accordance with the Contract Documents back charge items for work performed by Owner or another contractor at the request of Owner, which work is within the scope of the Work under this Construction Contract;
- 11.04.06 Claims filed by subcontractors, laborers, suppliers, materialmen or others;
- 11.04.07 Failure to comply with any and all insurance requirements;
- 11.04.08 Failure of the Contractor to make payment properly to Subcontractors or others;
- 11.04.09 Damage to the Owner or another contractor;
- 11.04.10 Reasonable evidence that the Work will not be completed on or before the Substantial Completion or Final Completion Date;
- 11.04.11 Failure of the Contractor to carry out any of its obligations in accordance with the Contract Documents;
- 11.04.12 Failure of the Contractor to submit the information or documents required by this Contract or reasonably required by Owner, including but not limited to schedules and daily logs.

ARTICLE 12. CONTRACTOR'S RIGHT UPON NONPAYMENT.

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

ARTICLE 13. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER.

- 13.01 The Owner shall furnish to the Contractor, prior to the execution of the Contract, any and all written and tangible material, including but not limited to surveys and other information concerning existing conditions on the Site.
- 13.02 The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey.

ARTICLE 14. LICENSES AND PERMITS.

- 14.01 All licenses and permits necessary to commence and prosecute the Work to completion shall be procured and paid for by the Contractor, unless expressly provided for elsewhere in the Contract Documents.
- 14.03 All easements and rights-of-way will be procured and paid for by the Owner unless otherwise specifically provided within the Contract Documents.

ARTICLE 15. CEASE AND DESIST ORDER.

- 15.01 In the event the Contractor fails or refuses to perform the Work as required herein, the Owner may instruct the Contractor to cease and desist from performing the Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected and the Owner instructs that the Work may resume.
- 15.02 In the event the Owner issues such instruction to cease and desist, and in the further event the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out

the Work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the Owner.

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

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

- 16.01 The Contractor shall perform the Work in accordance with the Contract Documents.
- 16.02 The Contractor shall supervise the Work and bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.
- 16.03 The Contractor hereby warrants that all labor provided under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all material and equipment provided shall be new and of high quality, that the Work will be complete, of high quality, without defects, and in compliance with the requirements of the Contract Documents. Any Work not complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty.
- 16.04 Unless expressly provided for elsewhere in the Contract Documents, the Contractor shall obtain and pay for all required permits, fees, and licenses and shall comply with all legal requirements applicable to the Work.
- 16.05 The Contractor shall prepare and submit schedules and supporting documentation as required elsewhere in the Contract Documents.
- 16.06 Record Keeping on Site:
- 16.06.01 The Contractor shall keep a daily log, an updated copy of the Contract Documents, approved shop drawings and other submittals, and other documents and materials as required by the Contract Documents at the site.
- 16.06.02 All of these items shall be available to the Owner and the Project Consultant at all regular business hours.
- 16.06.03 Upon final completion of the Work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner.
- 16.07 Shop Drawings And Other Submittals:
- 16.07.01 The Contractor shall submit for approval with reasonable promptness and in a timely manner so as to cause no delay in the Work, various submittals including shop drawings as required for the Work of the various trades.
- 16.07.02 These shop drawings and other submittals shall be in accordance with the requirements of the Contract Documents and shall be carefully checked in every respect and signed by the Contractor before submitting same to the Project Consultant.
- 16.07.03 Shop drawings and other submittals from the Contractor are not part of the Contract Documents but are documents prepared and utilized by the Contractor to coordinate the Work.
- 16.07.04 The Contractor shall not do any Work requiring shop drawings or other submittals unless such have been approved in writing by the Project Consultant.
- 16.07.05 All Work requiring approved shop drawings or other submittal shall be done in compliance with such approved documents. However, approval by the Project Consultant or the Owner shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract Documents.
- 16.07.06 The Owner and the Project Consultant shall have no duty to review partial submittal or incomplete submittal except as may be provided otherwise within the Contract Documents.

- 16.07.07 The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection.
- 16.07.08 The Contractor shall have the duty to carefully review, inspect and examine any and all submittal and resubmittals before submission of same to Owner or the Project Consultant.
- 16.08 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of debris, trash and excess materials or equipment. In the event the Project is located at or near occupied facilities, then Owner may establish additional rules and regulations regarding condition at the Project, including but not limited to, keeping the Project and the occupied premises clean, safe and secure.
- 16.09 At all times, the Contractor shall permit the Owner and the Project Consultant to enter upon the Project site and to review or inspect the Work.

ARTICLE 17. SUBCONTRACTS.

- 17.01 The Contract Documents make no attempt to fix the scope of the Work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Contractor shall fix the scope of all Work and responsibilities of the Subcontractor. Contractor shall not replace Subcontractor without good cause.
- 17.02 The Contractor shall continuously update information concerning Subcontractors submitted to the Owner as Post-Award Information by submitting:
- 17.02.01 The general form of Subcontract Agreement used by the Contractor within thirty (30) days of execution of the Construction Contract.
- 17.02.02 Updated listings of Subcontractors denoting changes to the list submitted as Post-Award Information within ten (10) days of said change.
- 17.02.03 Copies of executed Subcontractor Contracts within ten (10) days of their execution.
- 17.02.04 A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application For Payment submitted by the Contractor.
- 17.03 All contracts with Subcontractors shall incorporate by reference the terms and conditions of this Construction Contract.
- 17.04 The Contractor shall cause and require to be included in all Subcontracts a provision for the benefit of the Owner binding the Subcontractors to remain bound by the Subcontracts in the event the Contractor is replaced by another contractor pursuant to the terms of the Contract Documents. The Contractor shall also include in all Subcontracts a provision requiring the Subcontractor, in the event of the Contractor's termination, to consent to the assignment of their Subcontracts to the Owner.
- 17.05 The Owner may at any time request from the Subcontractors, or any of them, a sworn statement of account with the Contractor and the Contractor shall cause to be included in all Subcontracts a requirement that the Subcontractors provide said sworn statement upon Owner's request.
- 17.06 Each Subcontractor and supplier must agree to assign all of its warranties to Owner. In addition each Subcontractor and supplier must warrant all of its Work, equipment, materials and labor to Owner in accordance with the terms and provisions of its contractual obligations to Contractor and any legal or statutory provisions that apply to its work, materials or equipment.
- 17.07 Owner may at its discretion require Contractor to have major sub-subcontractors or suppliers comply with the requirements of this Article 16 or other provisions of the Contract Documents.

ARTICLE 18. CONTRACTOR'S SUPERINTENDENT

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

ARTICLE 19. COOPERATION WITH OTHERS.

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

ARTICLE 20. SITE CONDITIONS.

- 20.01 Contractor shall have the sole responsibility to conduct reasonable inspection of the site and to satisfy itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of material; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted in the Contract Documents; governmental processes and requirements for obtaining permits other than issuance of the original building permits, certificates of occupancy and other regulatory/utility approvals; physical conditions at the work sites and the Project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quality of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Construction Contract; and all other matter which can in any way affect performance of the Construction Contract, or the cost associated with such performance.
- 20.02 The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully performing the Work.
- 20.03 Contractor may reasonably rely upon site documentation provided by the Owner. In the event that during the course of the Work Contractor encounters an underground utility facility that was not shown on the Contract Documents; or subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any work affected by

such conditions, shall, within forty-eight (48) hours of their discovery, notify Owner and Project Consultant in writing of the existence of the aforesaid conditions. Project Consultant and Owner shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not changed as a result of the conditions, Project Consultant shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Owner and Contractor cannot agree on an adjustment in the Contract price or the Contract time, the adjustment shall be referred to Project Consultant for determination. Should Project Consultant determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, Project Consultant shall so notify Owner and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto. No request by Contractor for an equitable adjustment to the Contract under this provision shall be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Project Consultant as the date of substantial completion.

ARTICLE 21. RESPONSIBILITY FOR WORK SECURITY.

- 21.01 Contractor shall at all times conduct, at its expense, all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.
- 21.01.01 Contractor shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.
- 21.01.02 Contractor shall continuously inspect all of its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.
- 21.02 Contractor shall comply with all applicable laws and regulations.
- 21.02.01 Contractor shall cooperate with Owner on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by Owner.
- 21.02.02 These security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.
- 21.02.03 Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining property security for the above noted items, nor shall it be constructed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- 21.03 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these reports to Owner in a timely manner.

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

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

ARTICLE 23. ADMINISTRATION OF THE CONTRACT.

- 23.01 The Project Consultant will provide Administration of the Contract.
- 23.01.01 For those projects for which the City Engineer serves as the Project Consultant, all references to the Project Consultant shall be considered to be the City Engineer.

- 23.01.02 In the event the Owner should find it necessary to replace the Project Consultant, the Owner shall retain a replacement and the role of the replacement shall be the same as the role of the original Project Consultant.
- 23.02 Unless otherwise directed by the Owner in writing, the Project Consultant will perform those duties and discharge those responsibilities allocated to the Project Consultant by the Owner.
- 23.03 Neither the Project Consultant nor the Owner will be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs in connection with the Work or for the acts of omission or commission of the Contractor, its Subcontractors or their agents or employees.
- 23.04 The Project Consultant and Owner will each have the authority to reject Work which does not conform to the Contract Documents and to require special inspection or testing with prior approval by the Owner. Neither the Project Consultant's nor the Owner's authority to act under this Paragraph, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Consultant or the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 23.05 The Contractor shall forward all communications to the Project Consultant, with simultaneous copies to the Owner.
- 23.06 The Project Consultant will review and certify the Contractor's Application for Payments which the Owner must subsequently approve prior to Payment of the Contractor.
- 23.07 The Project Consultant shall approve shop drawings for design only, the Contractor being responsible for all dimensions, quantities, etc., necessary to complete the Work in compliance with the Drawings and Specifications and other Contract Documents.
- 23.08 The duties, responsibilities and limitations of authority of the Project Consultant and the Owner will not be modified nor extended without written consent of the Contractor, the Project Consultant, and the Owner.
- 23.09 Notwithstanding anything to the Contrary in these General Conditions or any other "Contract Document" as that term is defined in the Professional Services Agreement between the City of Pompano Beach, Florida and the Project Consultant, it is not the intention nor shall any of the provisions of those documents act as a release, limitation or discharge of the obligations or responsibilities of the Project Consultant pursuant to its agreement with the Owner.

ARTICLE 24. MATERIALS.

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

- 24.03 If, in the opinion of the Project Consultant, a specified product or equipment no longer meets the quality of the products or equipment required for the Work, Project Consultant shall request a Change Order Proposal from the Contractor for modifying the Contract to incorporate the respective changes to the Work required, the Contract amount, and the Contract Time as beneficial to the Owner.

ARTICLE 25. STORED MATERIALS.

- 25.01 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.
- 25.01.01 Contractor is not entitled to payment for same except for those materials which in Owner's discretion are properly stored and are going to be installed or incorporated into the construction of the Project within thirty (30) days of delivery to the construction site.
- 25.01.02 The storage facilities and methods of storing shall meet Owner's approval and shall be in accordance with manufacturer's recommendations, or Owner will not be obligated to pay for same.
- 25.01.03 Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.
- 25.01.04 Owner may at its discretion require material to be stored in an air-conditioned location.
- 25.02 Provided the above conditions are met, the stored materials may be included in a subsequent Application for Payment if the Contractor also complies with the following:
- 25.02.01 An applicable purchase order is provided listing the materials in detail and identifying the Contract Documents, by name, with verification that the total value of the purchase order amount reconciles with the corresponding application for payment stored materials line item value.
- 25.02.02 Evidence that proper storage security is provided.
- 25.02.03 The Owner is provided legal title (free of liens or encumbrances of any kind) to the material that is stored or stockpiled.
- 25.02.04 The Contractor and/or its Subcontractor have provided insurance for the Stored Materials against loss, damage (from whatever source), or disappearance, including loss or theft prior to incorporation into the Work. By execution of the Contract, Contractor releases Owner from any responsibility for Stored Materials and assumes all liability for and risk of loss or damage, by whatever means, including Owner's alleged negligence, regardless of whether the Owner has paid for said Stored Materials.
- 25.03 Once any Stored Material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Project or upon subsequent written approval by Owner.
- 25.04 No Applications for Payment shall be submitted nor payments made based on the value of materials stored at locations other than the Project, unless otherwise approved in writing by the Owner.
- 25.05 It is further agreed between the parties that the transfer of title and the Owner's payment for any Stored Material pursuant to the Contract Documents shall in no way relieve the Contractor of the responsibility for providing and installing such material in accordance with the requirements of the Contract Documents.
- 25.06 The Contractor warrants that title to all of the Work or Stored Materials covered by the Application for Payment will pass to the Owner either by incorporation in the Project or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance; and that none of the Work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Contractor, or by any other person performing the Work at the site or providing materials and equipment to the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such person.

- 25.07 In the event stored materials which Owner is paying for in advance of their being installed or incorporated into the Project pursuant to this Paragraph are not installed or incorporated into the Project within thirty (30) days of when they are delivered to the site, Contractor shall not be entitled to payment for any future stored materials on this Project and the amounts previously approved for payment for said materials shall be deducted from the Contractor's next application for payment..

ARTICLE 26. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.

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

ARTICLE 27. WARRANTY.

- 27.01 Unless otherwise provided elsewhere in the Contract Documents, all material and equipment incorporated into any Work covered by the Contract Documents shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner and Project Consultant.
- 27.02 Unless otherwise provided in the Contract Documents, Contractor warrants all Work, equipment, materials and workmanship to be in accordance with the Contract Documents, any and all applicable codes, proper and

workmanlike, first class and free from defects for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Contract Documents in which case the longer periods of time shall prevail) from and after Final Completion of the Work under the Contract Documents, regardless of whether the same were provided or performed by Contractor or by any Subcontractor.

27.03 Contractor's warranty with respect to latent defects shall be in accordance with Chapter 95, Florida Statutes, and other applicable provisions of State law.

27.04 In the event of damage or injury to persons or property or other consequential or resultant damages result from Contractor's breach of any warranties, then the Contractor will be responsible for same.

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

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

ARTICLE 29. PROJECT RECORD DOCUMENTS AND SURVEY.

29.01 A marked up record set of the Contract Documents and other project records as required elsewhere within the Contract Documents will be kept up to date by the Contractor on the jobsite at all times. These documents will be given to the Project Consultant at the completion of the Work as required by the Contract Documents, and properly labeled as "Project Record Documents."

29.02 In addition to the "Project Record Documents", the Contractor will cause to have prepared by a Surveyor, registered in the State of Florida, a site survey clearly representing all Work done under this Contract and updating the original survey as may have been provided by the Owner.

29.03 The Contractor shall submit Project Record Documents and Survey in the manner and format specified elsewhere in the Contract Documents.

29.04 This is a critical item and final payment will be withheld from the Contractor until "Project Record Documents" and survey are provided by the Contractor and approved by the Project Consultant.

ARTICLE 30. SALVAGE.

30.01 Any salvage resulting from clearing, grubbing, grading, draining, remodeling or altering any existing facilities on this site shall be the property of the Owner; and this material shall be piled or stacked on the site if the Owner desires this material.

30.02 If this material is not desired by the Owner, it shall be disposed of by the Contractor at his expense.

ARTICLE 31. CLAIMS BY THE CONTRACTOR.

31.01 Although Contractor acknowledges the No Damage for Delay clause set forth in Article 6 of the Agreement between Owner and Contractor, in the event the Contractor is entitled to assert any other claim against Owner for any reason, claims by the Contractor against the Owner (except for claims asserted under Article 20 which are treated as set forth therein), are subject to the following terms and conditions:

31.01.01 All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner, c/o the City Engineer, and the Project Consultant. Such claim shall be received by the Owner and the Project Consultant no later than fifteen (15) calendar days after the event, or the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim and the actual damages or injuries suffered;

31.01.02 The Contractor shall continue diligently with its performance hereunder regardless of the existence of any claims submitted by the Contractor;

- 31.01.03 In the event the Contractor seeks to make a claim, as a condition precedent to any such claim the Contractor shall strictly comply with the notice requirements above and such claim shall be made by the Contractor before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur, i.e., providing notice as required in Article 31.01.01 above, shall constitute a complete waiver by the Contractor of any claim for additional compensation or extension of time. This written notice requirement may not be waived by verbal representations or the acts of representatives of the Owner or Project Consultant;
- 31.01.04 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost of labor and materials incurred by the Contractor at the jobsite and shall in no event include indirect cost, overhead, loss of profit, or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties including, but not limited to, subcontractors, suppliers, laborers, etc.

ARTICLE 32. CHANGE ORDERS.

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

- 32.02.06 All change orders and adjustments shall be in writing and executed by the Contractor and Owner; otherwise, no claim for additional compensation or time will be allowed.
- 32.02.07 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the total actual cost (as set forth in Article 32.02.09 below) saved as confirmed by the Project Consultant. The amount shall not include an amount for the overhead and profit of the Contractor which the Owner is not required to pay as a result of the deletion or decrease. When both additions and credits covering related Work or substitutions are involved in a change, the overhead and profit shall be calculated on the basis of net increase, if any, with respect to that change.
- 32.02.08 The value of any change ordered under the Contract for extra Work and/or any reductions in Work required, shall be determined under one or more of the following procedures before a written Change Order is issued.
- a. By **UNIT PRICES** named in the Contract or subsequently agreed upon by the Owner and the Contractor, which prices shall include Contractor's overhead and profit.
 - b. By **LUMP SUM PRICE** agreed upon actual reasonable costs and direct job site overhead by the Owner and the Contractor, which price shall include Contractor's overhead and profit but under no circumstances shall it include non job site overhead, expenses or costs or any other indirect costs; a breakdown of the estimated costs comprising the lump sum price may be required by the Project Consultant for his review. Percentage for overhead and profit shall be determined in accordance with the method listed for **COST PLUS PRICE**, subparagraph (c.) below.
 - c. By a **COST PLUS PRICE** based on total actual costs as defined in Article 32.02.09 below, plus an added percentage, all determined as follows:

OVERHEAD AND PROFIT:

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

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

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

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

- d. **BOND ALLOWANCE**, for maintaining the Performance Bond at 100% of the contract amount, a sum of one percent (1%) of the total cost of the change, (including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders.
- 32.02.09 The total actual costs of materials, labor and equipment rentals may include the following only:
- a. Material costs actually recorded by the Contractor and/or subcontractors as they are delivered to the site and as evidenced from originally receipted invoices, listing appropriate quantities and unit prices. Records in proper form shall be maintained and available to the Project Consultant at all times.

- b. Labor costs represented by the actual wages paid to all laborers, apprentices, journeymen, and foremen involved in and necessary to completing the particular construction operations, for each day and every hour such labor teams and foremen are actually employed and on the extra Work required, including the net cost of insurance, Social Security and Workmen's Compensation. The furnishing, use and maintenance of small tools and ordinary equipment normal to the work of individual workmen in the trades will be considered part of the labor costs. Records in proper form shall be maintained and available to the Project Consultant at all times.
- c. Rentals for special equipment or machinery such as power driven roller, tractors, trucks, shovels, drills, mixers, pumps, hoists, etc., required for the economical performance of the Work, at reasonable rental prices agreed upon before work commences, shall be allowed the Contractor and/or his subcontractors by the Project Consultant for each and every hour such special equipment is in use on the particular work.

32.02.10 The Contractor is obligated to proceed with the Work for a Change Order, even though there has not been an agreement reached with the Owner as to an adjustment to the Contract Price or time, and even if there is a dispute as to same. In such instances the Owner, City Engineer or Project Consultant will issue a Construction Change Directive to Contractor providing for the scope of work to be performed and the payment therefore based on 32.02.09 above. A Change Order or proposed Change Order shall not be the basis of the Contractor not performing pursuant to the Contract Documents.

32.02.11 The Contractor, Owner and Project Consultant shall administer and document the Change Order process by utilizing the documentation specified elsewhere in the Contract Documents, including a Construction Change Directive.

32.03 The Project Consultant will have authority to order minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order of the Project Consultant and such changes shall be binding on the Owner and the Contractor.

32.04 The Owner has authorized the following approval thresholds for Change Orders in the Name of The City of Pompano Beach, Florida under its General Services Manual, the rules of which are incorporated below:

- A. The City Manager is authorized to approve change orders up to the cumulative total of 10 percent of the original construction contract amount, not to exceed \$10,000 in the aggregate.
- B. When the cumulative total of all change orders on a project has exceeded the ceiling established in 32.04A above, all subsequent change orders will require prior City Commission approval, except in emergency cases as declared by the City Manager, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount.
- C. Approval of change orders under this policy shall be for the purposes of expediting the work in progress and shall be confirmed by City Commission action at the next regular meeting of the City Commission.

ARTICLE 33. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.

33.01 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Consultant, such work shall be uncovered and displayed for the Owner's or Project Consultant's inspection upon request, and shall be reworked at no cost in time or money to the Owner.

33.02 If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph (A) above, it shall, if directed by the Owner or the Project Consultant, be uncovered and displayed for the Owner's or Project Consultant's inspection. If the uncovered work conforms substantially with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by the Owner; otherwise, such costs shall be borne by the Contractor.

- 33.03 The Contractor shall, at no additional cost in money to the Owner or extension of time correct work rejected by the Owner or by the Project Consultant as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.
- 33.04 In addition to its warranty obligations set forth elsewhere herein, the contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twenty-four (24) months following final completion upon written direction from the Owner.
- 33.05 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work.
- 33.05.01 In such event, the Contract Price shall be reduced, at Owner's option, by the greater of (i) the reasonable costs of removing and correcting the defective or nonconforming work, or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work.
- 33.05.02 If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the owner such remaining compensation for accepting defective or nonconforming work.

ARTICLE 34. SAFETY, PROTECTION OF WORK AND PROPERTY.

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

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

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

ARTICLE 35. ROYALTIES AND PATENTS.

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

ARTICLE 36. TAXES.

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

ARTICLE 37. INDEMNITY AND HOLD HARMLESS.

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

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

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

ARTICLE 38. TERMINATION BY THE CONTRACTOR.

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

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

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

ARTICLE 40. TERMINATION BY THE OWNER.

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

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

without cause, such termination shall thereupon be deemed a Termination for Convenience and the terms of Article 40.02 shall apply.

ARTICLE 41. CONTRACTOR'S INSURANCE

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

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

ARTICLE 42. PERFORMANCE BOND AND PAYMENT BOND

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

ARTICLE 43. RIGHT TO AUDIT PROVISIONS

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

- 43.05 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the Owner in excess of 10% percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Contractor.

ARTICLE 44. LAWS AND REGULATIONS

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

ARTICLE 45. DISPUTE RESOLUTION.

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

ARTICLE 46. GOVERNING LAW AND ATTORNEYS FEES.

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

ARTICLE 47. RIGHTS AND REMEDIES.

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

ARTICLE 48. SUCCESSORS, ASSIGNS AND ASSIGNMENT.

- 48.01 The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in the Construction Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the contract or its right, title and interest in and to the same or any part thereof, without previous consent of the Owner and concurred to by the Sureties.

48.02 If requested by Owner the Contractor agrees to assign all Subcontracts required for performance of this Contract to the Owner upon the Owner or Project Consultant's determination that Contractor has defaulted under the Contract Documents. The Contractor shall include in all Subcontracts, equipment leases and purchase orders a provision requiring the subcontractor, equipment lessor or supplier, in the event of Contractor's default under this Contract, to consent to the assignment of their subcontracts to the Owner.

ARTICLE 49. PUBLIC RECORDS.

49.01 The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

49.02 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 40.

SUPPLEMENTARY CONDITIONS

1. RELEVANT PROJECT EXPERIENCE

Bidders shall show specific project experience as described in the following Specifications:

- a. Specifications Section 16050, pages 11 and 12, Quality Assurance 1.06 B; Electrical Contractor Qualification:

Reference contact information must be furnished for all projects claimed as relevant experience under this requirement including: Electrical Contractor Name, Address and phone number, Project Name and Number, the municipality or government agency (Owner) for whom the project was done, total project cost, when the project commenced and was completed, Owner project manager with phone number, General Contractor project manager with phone number (if applicable), whether or not there were any significant changes to the contract cost or time, a complete list of warranty items that required attention after the completion of the project.

2. PERMIT FEES

Permit fee costs are to be included in your bid price.

SPECIFICATIONS

For Specifications refer to the PDF document titled "Specifications" and the PDF document titled "Plans".

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 THE REQUIREMENT

- A. The CONTRACTOR shall at all times maintain at the site of the project a record copy of:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other modifications to the Contract.
 - 5. Approved Shop Drawings, Product Data and Samples.
 - 6. Field Test Records.

1.02 RELATED WORK SPECIFIED ELSEWHERE

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

MAINTENANCE OF DOCUMENTS AND SAMPLES

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

1.03 MARKING DEVICES

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

1.04 RECORDING

Definition: The Project Record is the updated and revised plans and specifications, including a running account of all known revisions and changes made to the original plans and specifications, complete with copies of any field sketches and clarifications, issued over the course of construction. The Project Record is the responsibility of the CONTRACTOR.

- A. The CONTRACTOR shall label each document, "PROJECT RECORD" in neat large printed letters, or by rubber stamp.
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction:

1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 3. Field changes of dimension and detail.
 4. Changes made by Field Order or by Change Order.
 5. Details not on original Contract Drawings.
 6. The Record Drawing set shall show benchmark positions and their vertical values. Benchmarks are optional for Plan Views, but required for Profile Views.
- D. Specifications and Addenda; Legibly mark each Section to record:
1. Manufacturer, trade name, catalog number, and supplier of each produce and item of equipment actually installed.
 2. Changes made by field order or by Change Order.

1.05 RECORD DRAWINGS

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

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

Definition: Design drawings or construction drawings, are drawings that are subject to clarifications, but are complete with enough information (plan, sections, dimensions, details, and notes, etc.) to enable the depicted item's construction or replication without additional information.

- B. At a minimum the project record shall be reviewed on the 20th working day of every third month, or more often, as deemed necessary by PROGRAM MANAGER, after the month in which the final Notice-to Proceed is given as well as on completion of WORK. Failure to maintain the project record up-to-date shall be grounds for withholding monthly progress payments until such time as the record drawings are brought up-to date.
- C. The project record shall be accessible to the CITY at all times during construction period.
- D. The cost of maintaining record changes, and preparation of the record drawings shall be included in the unit prices bid for the affected items. Upon completion of the WORK, the CONTRACTOR shall furnish the PROGRAM MANAGER the set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2011 or more recent version OR GIS) Pay request quantities must match this same set of record drawings . The completed Record drawings shall be delivered to the PROGRAM MANAGER at least 48 hours prior to final inspection of the work. The Final Inspection will

Meeting Date: July 14, 2015

Agenda Item 36

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE OR MOTION: REVIEW OF SEALED WRITTEN BIDS FOR THE PURCHASE OF THE PROPERTY DECLARED AS SURPLUS. THE SUBJECT PROPERTY IS APPROXIMATELY 100 FEET EAST OF NE 12TH AVENUE AT THE TERMINUS OF NE 9TH COURT, POMPANO BEACH, FLORIDA.

Summary of Purpose and Why:

Summary: Resolution #2015-316 declared the property immediately north of 1220 NE 9th Court a surplus property and the City thereby expressing its desire to sell the property, in accordance with the provisions of the City Charter. Section 253 of the Pompano Beach Charter determines the process for the sale of surplus properties. The only improvements located on the above-described and is an abandoned asphalt road. The parcel was formerly right-of-way, and vacated by ordinance #2014-63. Written bids will be opened at the July 14th, 2015 City Commission Meeting for Review. An award will be given to the highest and best bidder.

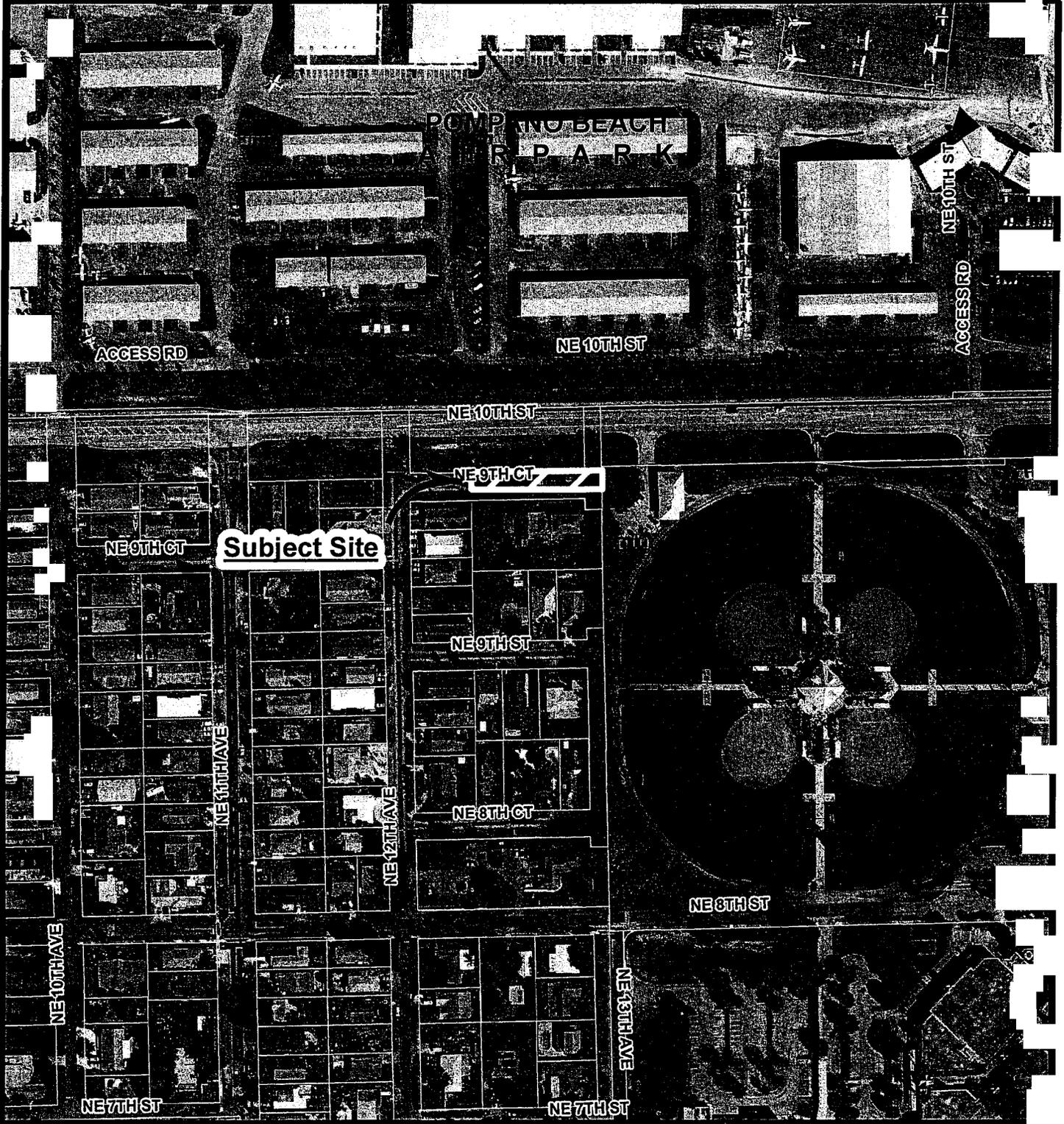
- (1) Origin of request for this action: City Manager's Office
- (2) Primary staff contact: Daniel Keester/ Robin Bird Ext. 5541
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	5/26/2015		<i>[Signature]</i>
City Clerk	7/2/2015	Prepared Public Notice	Public Notice 2015-78 <i>[Signature]</i>
<input type="checkbox"/> Advisory Board			
<input checked="" type="checkbox"/> City Manager <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 500' RADIUS MAP



SURPLUS

PORTION OF NE 9 CT

1 in = 250 ft

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

P. N. 2015-78

**CITY OF POMPANO BEACH,
FLORIDA
NOTICE OF SALE OF
SURPLUS PROPERTY**

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Resolution No. 2015-316, passed by the City Commission on **May 26, 2015**, the City of Pompano Beach, Florida, has declared surplus and hereby offers for sale to the highest and best bidder the following described real property, to wit:

A Portion of that particular vacated right-of-way E. 7th Street (Now N.E 9th Court) and Spruce Avenue (Now N.E. 13th Avenue) as recorded in Official Records Book 51138, on Page 1211 of the Public Records of Broward County, Florida, said portion being more particularly described as follows:

Beginning at the southwest corner of Lot 6, Block 14, Amended Plat of Pine Crest, according to the Plat thereof as recorded in Plat Book 7, Page 13 in the public records of Broward County, Florida; thence, along the south line of said block 14, its easterly extension and along the north line of said Official Records Book 51138, page 1211, north 88° 53' 19" east, a distance of 233.50 feet to an intersection with the east line of said vacated Spruce Avenue and the east line of said Official Records Book 51138, Page 1211; thence, along said east line, south 01° 19' 28" east, a distance of 25.00 feet; thence departing said east line and along a line 25.00 feet south of and parallel with said south line and said north line, south 88° 53' 19" west, a distance of 233.5 feet to a point on the west line of said Official Records Book 51138, page 1211 and a point on the southerly extension of the west line of said lot 6; thence departing said parallel line and along said west line and said southerly extension, north 01° 19' 28" west, a distance of 25.00 feet to the point of beginning.

Said lands lying in the city of Pompano Beach, Broward County, Florida and containing 5837.50 square feet more or less.

Sealed written bids will be received until **4:00 p.m., July 10th, 2015**, in the office of the City Clerk, City of Pompano Beach, City Hall, 100 West Atlantic Boulevard (P.O. Drawer 1300), Pompano Beach, Florida, thereafter to be opened during the course of the regular City Commission meeting to be held on **July 14th, 2015** at **6:00 p.m.** in the Commission Chambers, 100 West Atlantic Boulevard, Pompano Beach, Florida, and awarded by the City Commission. All bids must be submitted in strict accord with the terms and conditions of the City of Pompano Beach Bid Specifications, Sale of Surplus Real Property, copies of which may be obtained from the Office of the City Clerk at the aforesaid City Hall.

All interested persons will please take due note of this Notice of Sale of Surplus Property and govern themselves accordingly.

**CITY OF POMPANO BEACH, FLORIDA
BY: ASCELETA HAMMOND, CMC, CITY CLERK**

Published on July 2, 2015 and July 9, 2015.
Sun Sentinel

Orig. 17

RESOLUTION NO. 2015- 316

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, DECLARING SURPLUS AND EXPRESSING THE DESIRE OF THE CITY OF POMPANO BEACH TO SELL A CERTAIN PARCEL OF REAL PROPERTY APPROXIMATELY 5,837 SQUARE FEET IN SIZE LOCATED AT THE TERMINUS OF NE 9TH COURT AND APPROXIMATELY 100 FEET EAST OF NE 12TH AVENUE, POMPANO BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the City of Pompano Beach does hereby declare a surplus and does hereby express its desire to sell, in accordance with the provisions of the City Charter, a certain parcel of land located at the terminus of NE 9th Court and approximately 110 feet east of NE 12th Avenue, Pompano Beach, Florida, said property being described as follows:

See Exhibit "A" attached hereto and made a part hereof.

SECTION 2. In accordance with Section 253 of the Pompano Beach Charter, the City Commission hereby finds, determines and declares as follows:

- A. The only improvement located upon the above-described land is a road surface made of asphalt.
- B. Said land has been used as a roadway but has not been used for any purpose since the roadway was abandoned by the city on September 23, 2014.

C. Said land is no longer needed as a roadway or for public purpose and it has not been put to any public use since abandoned by the city and it is not contemplated that the property will be put to any public purpose in the reasonably foreseeable future.

SECTION 3. The City Clerk is hereby authorized and directed to advertise said property for public sale in accordance with the provisions of the City Charter, the date of bid opening to be July 14, 2015, said date not being less than thirty (30) nor more than sixty (60) days after adoption of this Resolution.

SECTION 4. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 26th day of May, 2015.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

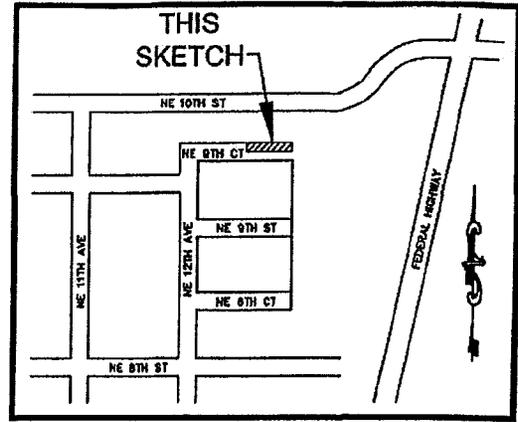
GBL/jrm
5/11/15
l:surplus/2015-327

LEGAL DESCRIPTION:

A PORTION OF THAT PARTICULAR VACATED RIGHT-OF-WAY E. 7th STREET (NOW N.E. 9th COURT) AND SPRUCE AVENUE (NOW N.E. 13TH AVENUE) AS RECORDED IN OFFICIAL RECORDS BOOK 51138, ON PAGE 1211 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 14, AMENDED PLAT OF PINE CREST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 13 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE, ALONG THE SOUTH LINE OF SAID BLOCK 14, ITS EASTERLY EXTENSION AND ALONG THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 51138, PAGE 1211, NORTH 88°53'19" EAST, A DISTANCE OF 233.50 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID VACATED SPRUCE AVENUE AND THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 51138, PAGE 1211; THENCE, ALONG SAID EAST LINE, SOUTH 01°19'28" EAST, A DISTANCE OF 25.00 FEET; THENCE, DEPARTING SAID EAST LINE AND ALONG A LINE 25.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH LINE AND SAID NORTH LINE, SOUTH 88°53'19" WEST, A DISTANCE OF 233.50 FEET TO A POINT ON THE WEST LINE OF SAID OFFICIAL RECORDS BOOK 51138, PAGE 1211 AND A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 6; THENCE DEPARTING SAID PARALLEL LINE AND ALONG SAID WEST LINE AND SAID SOUTHERLY EXTENSION, NORTH 01°19'28" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 5837.50 SQUARE FEET MORE OR LESS.



LOCATION MAP
NOT TO SCALE

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARD OF PRACTICE (FORMERLY RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE) TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 88°53'19" EAST ALONG THE SOUTH LINE OF BLOCK 14, AMENDED PLAT OF PINE CREST, AS RECORDED IN PLAT BOOK 7, ON PAGE 13, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"= 50' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON APRIL 20, 2015 MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS (FORMERLY MINIMUM TECHNICAL STANDARDS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE), PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

Michael M. Mossey
MICHAEL M. MOSSEY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 5660
STATE OF FLORIDA

SKETCH & DESCRIPTION

A PORTION OF VACATED
N.E. 9TH COURT
AND A PORTION OF VACATED
SPRUCE AVENUE

POMPANO BEACH BROWARD COUNTY FLORIDA

KEITH
ASSOCIATES, INC.

consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

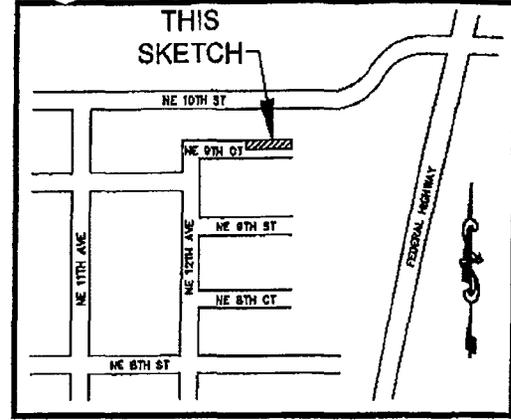
SHEET 1 OF 2

DRAWING NO. 07020.05 SKD.dwg

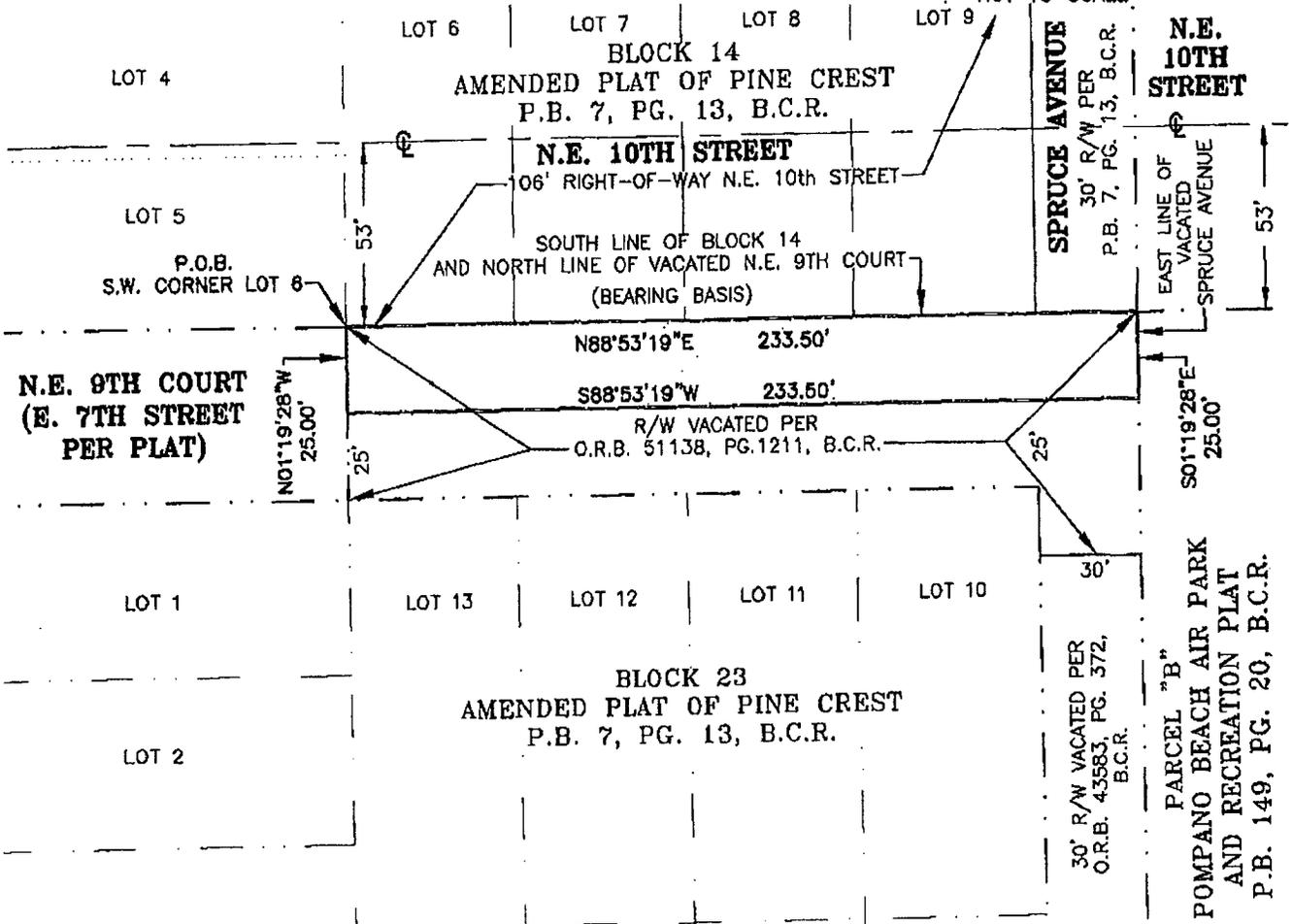
DATE	4/20/15	DATE	REVISIONS
SCALE	AS SHOWN		
FIELD BK.	N/A		
DWNG. BY	S.M.		
CHK. BY	M.M.M.		



SCALE: 1"=50'



LOCATION MAP
NOT TO SCALE.



LEGEND:

B.C.R. BROWARD COUNTY RECORDS
 LB LICENSED BUSINESS
 O.R.B. OFFICIAL RECORDS BOOK
 P.B. PLAT BOOK

PG. PAGE
 P.O.B. POINT OF BEGINNING
 R/W RIGHT-OF-WAY
 C CENTERLINE

SKETCH & DESCRIPTION

A PORTION OF VACATED
 N.E. 9TH COURT
 AND A PORTION OF VACATED
 SPRUCE AVENUE

POMPANO BEACH BROWARD COUNTY FLORIDA



consulting engineers
 301 EAST ATLANTIC BOULEVARD
 POMPANO BEACH, FLORIDA 33060-6643
 (954) 788-3400 FAX (954) 788-3500
 EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2

DRAWING NO. 07020.05 SKD.dwg

DATE 4/20/15

SCALE AS SHOWN

FIELD BK. N/A

DWG. BY S.M.

CHK. BY M.M.M.

DATE REVISIONS

DATE	REVISIONS

BID SPECIFICATIONS, SALE OF SURPLUS REAL PROPERTY
"AS IS"

Pursuant to the provisions of Section 253, Article XXV, Charter of the City of Pompano Beach, Florida, which is Chapter 57-1754, Laws of Florida, Special Acts of 1957, as subsequently amended and supplemented, the City Commission of said City has declared surplus and now offers for sale the following described real property owned by the City, to-wit:

**See Exhibit "A" Attached Hereto and Made a Part Hereof,
Hereinafter the "Property"**

This offer to sell is based upon the following terms and conditions:

1. Condition of Property: The Property will be sold in an "as is" condition. City will not warrant the condition of the property or title to the Property.

2. Bid Bond: The amount bid shall be payable in cash, cashier's check or certified check at closing, or the City Commission may by majority vote accept not less than twenty-five (25%) percent cash down payment and the balance in equal annual installments not exceeding five (5) years. All bids shall be accompanied by a bid bond in cash, cashier's check or certified check, in an amount equal to ten (10%) percent of the total bid price, which bond shall be forfeited as liquidated damages in the event a successful bidder fails to comply with or complete the terms of its bid, or the terms of the purchase contract required by Paragraph 2 below, following which neither party shall have any further rights or remedies against the other. The bid bond will be deducted from the amount bid to determine the balance due at closing.

3. Purchase Contract: Forthwith upon the acceptance of a bid by the City Commission, the successful bidder will enter into a contract for the purchase of the property by said bidder, said contract to be prepared by the City Attorney for the City, and to contain the following terms:

A. Title to the Property shall be conveyed by Quit Claim Deed and the deed shall be prepared by the City Attorney at the expense of the City.

B. While the status of the title to the Property and environmental concerns should be investigated by Purchaser prior to placing a bid, Purchaser may, at Purchaser's expense, have title to the Property reviewed and have a Phase I environmental audit conducted on the Property prior to the closing date. Any defects in the Property, other than those set forth herein, shall not be an objection to proceeding with the purchase of the Property.

C. A survey of the property, if required, shall be paid for by the Purchaser.

D. State documentary stamps on the deed shall be paid by the Purchaser.

E. Certified, confirmed and ratified special assessment liens shall be paid by the City at the time of closing. The City represents that there are no pending liens at this time affecting the property which have been made by the City, and to the best of its knowledge there are no other pending liens affecting the property. However, if at the time of closing there shall be new or future pending liens, Purchaser shall assume the same.

F. The Purchaser shall pay the cost of recording the deed.

G. The Purchaser shall pay the cost of his or its own attorneys and title insurance.

H. The Bid Bond will be considered as a good faith deposit and will be deducted from the price bid to determine balance due at closing. Failure to consummate the purchase in accord with the terms of the contract and the bid specifications will result in retention of the good faith deposit by the City as agreed upon liquidated damages accruing to it from such failure, following which neither party shall have any rights and remedies against the other.

I. Closing shall take place within one hundred eighty (180) days from the date of the contract, in the office of the City Attorney.

J. Purchaser is purchasing the Property in an “as is” condition with all faults and without any representation or warranty on the part of the City except as otherwise specified herein. Purchaser is solely responsible for obtaining all necessary development approvals from government entities. City does not represent that any government approval has been given for development on any specific site or parcel. Purchaser represents and warrants to City that Purchaser is relying solely upon its own investigations and inspections of the Property, and as a result, City shall not be obligated to make any modifications to the Property as a condition to Purchaser’s obligation to close.

4. Survival of Bid Specification and Purchase Contract

After Closing: It is understood and agreed that the terms of these bid specifications and of the purchase contract shall survive the conveyance of title, particularly with respect to any act or event which may take place after such conveyance and which affects the rights of the parties hereto.

5. Sale; Rejection: The property will be sold to the highest and best bidder, if a sale is made, on the terms and conditions herein stated, but the City reserves the right to reject any and all bids.

6. Bids: Sealed bids will be received until 4:00 p.m. July 10th, 2015, in the office of the City Clerk, City Hall, 100 West Atlantic Boulevard, Pompano Beach, Florida. The bids will then be publicly opened during the course of the regular City Commission Meeting to be held on July 14th, 2015 in the City Commission Chambers, 100 West Atlantic Blvd.,

Pompano Beach, Florida, It will be the sole responsibility of the bidder to deliver his proposal to the office of the City Clerk on or before the hour and date specified herein.

7. Variances; Informalities: Bidders must submit their proposals strictly in accordance with these specifications. Each variance to these specifications must be specifically stated by the bidder in his bidding proposal and may result in his bid being rejected. The City of Pompano Beach reserves the right to waive any informality in any bid.

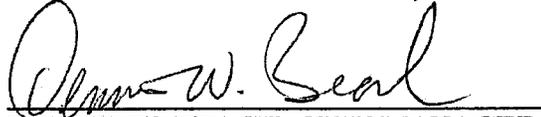
8. Period of Effectiveness: All bids shall be effective and binding upon the bidder for a period of ten (10) days from the date of the award and any bid bonds previously deposited shall be returned to the unsuccessful bidders ten (10) days after said award.

9. Certification: The Bidder, by submitting his proposal, certifies that his bid is made without previous understanding, agreement, collusion or connection with any person, firm or corporation making a bid for the same property.

10. Real Estate Brokers: The City has not employed any real estate brokers in connection with the sale of the surplus property being offered herein, nor is it in any way liable or responsible for any real estate brokerage or other similar commission claimed as the result of any sale made of the property herein offered. Any such real estate brokerage or other similar commission shall be the sole obligation and responsibility of the successful bidder and the City shall not be responsible or liable therefor. The successful bidder shall, concurrent with the execution of the purchase contract, agree to indemnify against and hold the City harmless from any and all such claims or demands for a real estate brokerage or other similar commission which may be made as the result of the sale of property offered hereby and, in the event litigation should result from any such claim, such indemnification and hold harmless agreement shall include any judgment rendered as the result of such litigation and all costs and expenses of such

litigation, including, but not limited to, attorney's fees, suit costs, expert fees and all other costs or expenses of whatsoever nature incurred by the City in connection with such litigation, including any appellate litigation.

CITY OF POMPANO BEACH, FLORIDA

A handwritten signature in black ink, appearing to read "Dennis W. Beach", written over a horizontal line.

DENNIS W. BEACH, CITY MANAGER

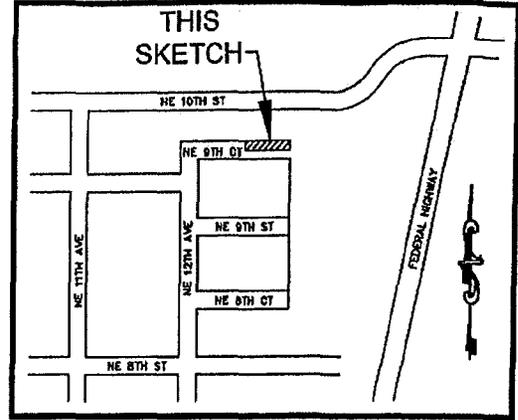
GBL/jrm
5/11/15
Modified: dtk
5/13/2015
l:surplus/2015-962

LEGAL DESCRIPTION:

A PORTION OF THAT PARTICULAR VACATED RIGHT-OF-WAY E. 7th STREET (NOW N.E. 9th COURT) AND SPRUCE AVENUE (NOW N.E. 13th AVENUE) AS RECORDED IN OFFICIAL RECORDS BOOK 51138, ON PAGE 1211 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 14, AMENDED PLAT OF PINE CREST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 13 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE, ALONG THE SOUTH LINE OF SAID BLOCK 14, ITS EASTERLY EXTENSION AND ALONG THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 51138, PAGE 1211, NORTH 88°53'19" EAST, A DISTANCE OF 233.50 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID VACATED SPRUCE AVENUE AND THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 51138, PAGE 1211; THENCE, ALONG SAID EAST LINE, SOUTH 01°19'28" EAST, A DISTANCE OF 25.00 FEET; THENCE, DEPARTING SAID EAST LINE AND ALONG A LINE 25.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH LINE AND SAID NORTH LINE, SOUTH 88°53'19" WEST, A DISTANCE OF 233.50 FEET TO A POINT ON THE WEST LINE OF SAID OFFICIAL RECORDS BOOK 51138, PAGE 1211 AND A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 6; THENCE DEPARTING SAID PARALLEL LINE AND ALONG SAID WEST LINE AND SAID SOUTHERLY EXTENSION, NORTH 01°19'28" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 5837.50 SQUARE FEET MORE OR LESS.



LOCATION MAP
NOT TO SCALE

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARD OF PRACTICE (FORMERLY RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE) TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 88°53'19" EAST ALONG THE SOUTH LINE OF BLOCK 14, AMENDED PLAT OF PINE CREST, AS RECORDED IN PLAT BOOK 7, ON PAGE 13, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"= 50' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON APRIL 20, 2015 MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS (FORMERLY MINIMUM TECHNICAL STANDARDS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE), PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

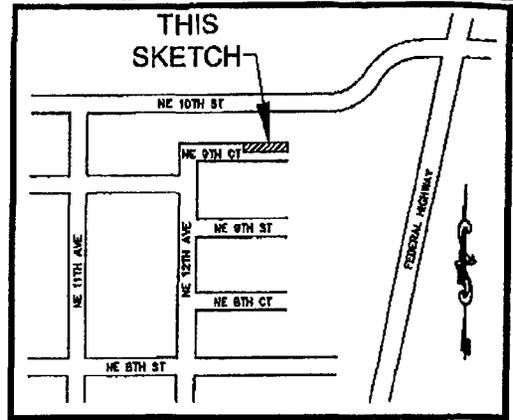
KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

Michael M. Mossey
MICHAEL M. MOSSEY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 5660
STATE OF FLORIDA

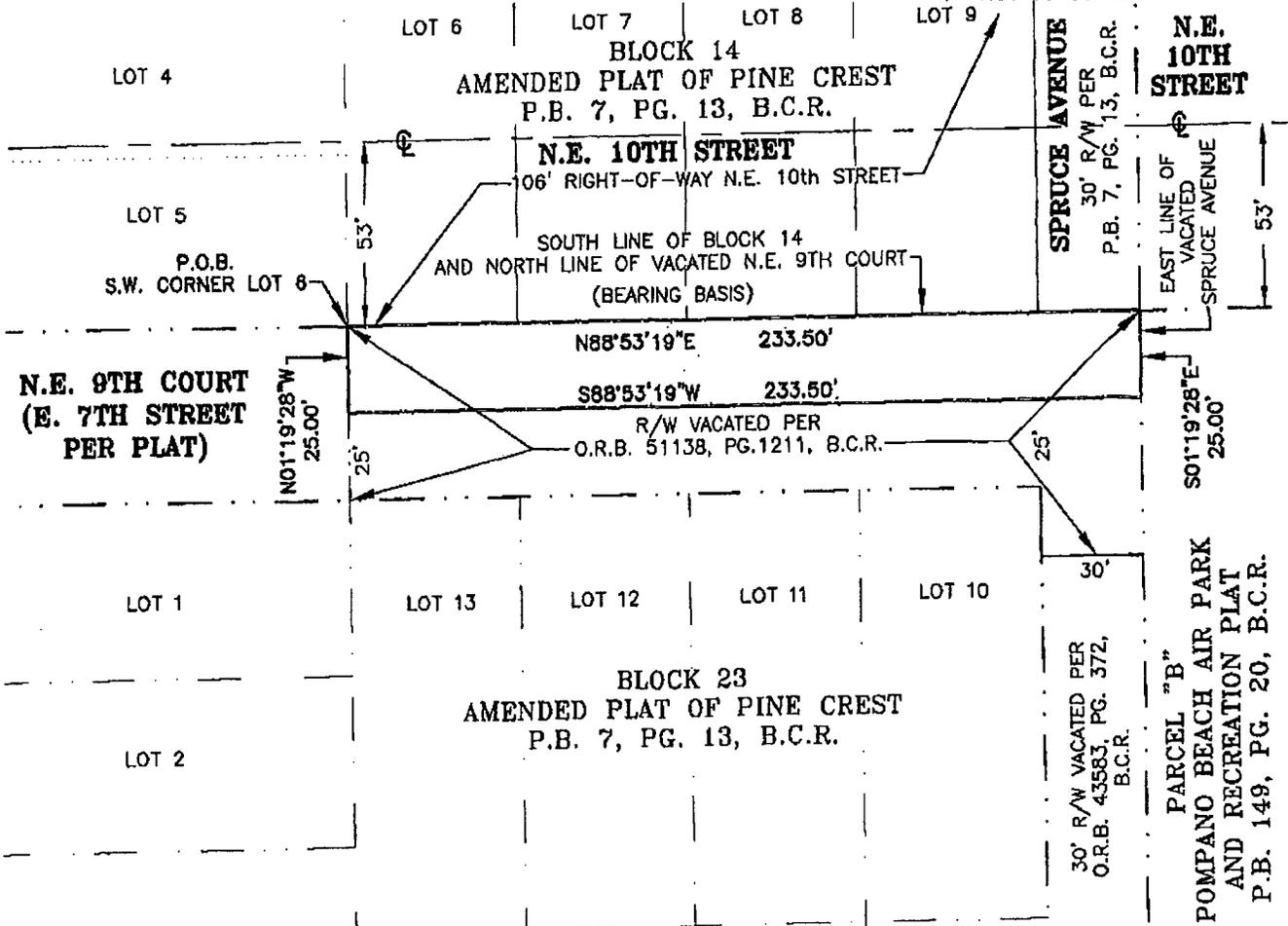
<p>SKETCH & DESCRIPTION</p> <p>A PORTION OF VACATED N.E. 9TH COURT AND A PORTION OF VACATED SPRUCE AVENUE</p> <p>POMPANO BEACH BROWARD COUNTY FLORIDA</p>	<p>KEITH ASSOCIATES INC. consulting engineers 301 EAST ATLANTIC BOULEVARD POMPANO BEACH, FLORIDA 33060-6643 (954) 788-3400 FAX (954) 788-3500 EMAIL: mail@keith-associates.com LB NO. 6860</p> <p>SHEET <u>1</u> OF <u>2</u> DRAWING NO. 07020.05 SKD.dwg</p>	<p>DATE <u>4/20/15</u></p> <p>SCALE <u>AS SHOWN</u></p> <p>FIELD BK. <u>N/A</u></p> <p>DWNG. BY <u>S.M.</u></p> <p>CHK. BY <u>M.M.M.</u></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">DATE</th> <th style="text-align: left;">REVISIONS</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	DATE	REVISIONS								
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SCALE: 1"=50'



LOCATION MAP
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LEGEND:

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 LB LICENSED BUSINESS
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POMPANO BEACH BROWARD COUNTY FLORIDA

KEITH ASSOCIATES INC.
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 (954) 788-3400 FAX (954) 788-3500
 EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2
 DRAWING NO. 07020.05 SKD.dwg

DATE	4/20/15
SCALE	AS SHOWN
FIELD BK.	N/A
DWG. BY	S.M.
CHK. BY	M.M.M.

DATE	REVISIONS

Meeting Date: July 14, 2015

Agenda Item

37

REQUESTED COMMISSION ACTION:

Consent

Ordinance

Resolution

X

Consideration/
Discussion

Presentation

Short Title: Consideration to change the City Commission Meeting of Tuesday,
September 22, 2015 to Monday, September 21, 2015 at 6:00 p.m.

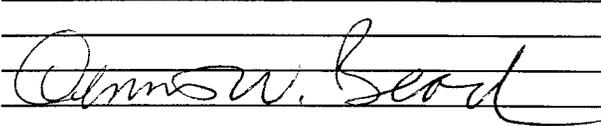
Summary of Purpose and Why:

The proposed change is due to the start of Yom Kippur beginning at sundown on Tuesday, September 22, 2015.

- (1) Origin of request for this action: Mayor Fisher
- (2) Primary staff contact: Phyllis A. Korab, Assistant City Manager EXT 4601
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____


 X City Manager



ACTION TAKEN BY COMMISSION:

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

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE Acceptance of the City Manager's Recommended Operating and Capital Budget books for Fiscal Year 2015-16 and approval of public hearing dates to adopt the FY 2015-16 Budget.

Summary of Purpose and Why:

Pursuant to City Ordinances, the City Manager is required to submit the recommended budget and an explanatory budget message to the City Commission at least 60 days prior to the start of the new fiscal year.

Based on the available budget hearing dates, staff is recommending that the public hearing required for the adoption of the tentative budget be held **Monday, September 14th, 2015 at 5:15 p.m.** in the City Commission Chambers. The final hearing and adoption of the budget is recommended to be held on **Monday, September 21nd, 2015 at 5:15 p.m.** in the City Commission Chambers.

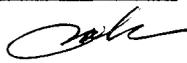
Please note that the budget books will be provided to the Commission the night of the meeting.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

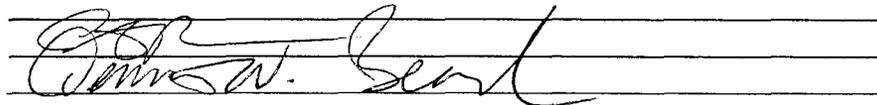
- (1) Origin of request for this action: City Manager's Office
- (2) Primary staff contact: Ernesto Reyes Ext. 4049
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION

Budget Office
City Manager



DEPARTMENTAL HEAD SIGNATURE



ACTION TAKEN BY COMMISSION:

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