

Meeting Date: July 28, 2015

Agenda Item

1

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, ACCEPTING A GRANT OF A PERPETUAL UTILITY EASEMENT; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Staff is seeking City Commission approval of a Resolution to accept a 15' Utility Easement from the Pompano Beach Community Redevelopment Agency ("CRA"). The CRA installed a brand new 8" sanitary sewer within CRA-owned land (see Exhibit "A") and this easement is necessary such that the City's Utilities Department can operate and maintain the sewer. Staff recommends approval.



(1) Origin of request for this action:	<u>City Commission</u>	
(2) Primary staff contact:	<u>Dennis W. Beach/Horacio Danovich</u>	<u>Ext. 786-4601</u>
(3) Expiration of contract, if applicable:	_____	_____
(4) Fiscal impact and source of funding:	<u>No costs.</u>	_____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	<u>7/13/15</u>	<u>2015-1243</u>	<u>[Signature]</u>
Budget Director	<u>7-14-15</u>	<u>Approval</u>	<u>[Signature]</u>
X Finance Director		<u>[Signature]</u>	<u>[Signature]</u>
X 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>			
1st Reading	1st Reading	Results:	Results:
_____	_____	_____	_____
2nd Reading	_____	_____	_____
_____	_____	_____	_____

CRA

POMPANO BEACH

MEMORANDUM

July 10, 2015

TO: City Commission

THRU: Dennis W. Beach, City Manager

FROM: Horacio Danovich, CRA Engineer



Issue

Staff is seeking City Commission approval to accept a grant of a perpetual 15' Utility Easement.

Recommendation

Staff recommends Approval.

Background

Staff is seeking City Commission approval to accept an easement from the Pompano Beach Community Redevelopment Agency ("CRA"). In support of the anticipated construction of a new Downtown Plaza, the CRA constructed a new 8" sanitary sewer within CRA-owned land (see Exhibit "A"). The sewer is intended to service the plaza as well as a brand new restaurant and other future facilities. This easement is necessary such that the City's Utilities Department can operate and maintain the sewer.

Staff recommends approval of this resolution.



City Attorney's Communication #2015-1243
July 9, 2015

TO: Horacio Danovich, CIP Engineer
FROM: Gordon B. Linn, City Attorney
RE: Resolutions – Utility Easement

Pursuant to your e-mail dated July 8, 2015, attached please find the following captioned resolutions:

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, GRANTING A UTILITY EASEMENT TO THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ACCEPTING A GRANT OF A PERPETUAL UTILITY EASEMENT; PROVIDING AN EFFECTIVE DATE.

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

GORDON B. LINN

/jrm
l:cor/engr/2015-1243

Attachments

RESOLUTION NO. _____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, GRANTING A UTILITY EASEMENT TO THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Pompano Beach Community Redevelopment Agency is the owner of real property and has agreed to grant an easement to the City of Pompano Beach for a perpetual public utility easement; and

WHEREAS, the CRA Board has determined that the best interests of the public will be served by the grant of easement; now, therefore,

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. That the Pompano Beach Community Redevelopment Agency grants an easement to the City of Pompano Beach for the property described in said Easement Agreement, a copy of which is attached hereto and made a part hereof as if set forth in full.

SECTION 2. That it is the determination of the Pompano Beach Community Redevelopment Agency that the granting of the aforesaid property rights is for a public purpose.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARGARET GALLAGHER, SECRETARY

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ACCEPTING A GRANT OF A PERPETUAL UTILITY EASEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Pompano Beach Community Redevelopment Agency is the owner of a parcel of real property and has agreed to grant a perpetual public utility easement to the City; and

WHEREAS, the City Commission has determined that the best interests of the public will be served by accepting and acquiring the rights being conveyed by the grant of easement; now, therefore,

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

SECTION 1: That the City of Pompano Beach accepts the grant of easement from the Pompano Beach Community Redevelopment Agency for the property described in said Easement Agreement, a copy of which is attached hereto and made a part hereof as if set forth in full.

SECTION 2: That it is the determination of the City Commission of the City of Pompano Beach, Florida, that the acceptance and acquisition of the aforesaid property right is for a public purpose.

SECTION 3: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

Prepared by and return to:
Gordon B. Linn, City Attorney
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, Florida 33060

UTILITY EASEMENT

THIS UTILITY EASEMENT (this "Easement) is made and executed this _____ day of _____, 2015, by the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, of 100 West Atlantic Blvd., Pompano Beach, Florida 33060, (the "Grantor"), to the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, having an address of 100 W. Atlantic Blvd., Pompano Beach, Florida 33060 (the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.)

WITNESSETH:

WHEREAS, Grantor is lawfully seized in fee simple and is in possession of certain property situated in Broward County, Florida, (hereinafter referred to as "Property"); and

WHEREAS, Grantor desires to grant a non-exclusive utility easement in, on, over, under, through, and across the Property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Easement Area").

NOW, THEREFORE, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby states as follows:

1. Grantor does hereby grant unto the Grantee, a perpetual non-exclusive utility easement in, on, over, under, through, and across the Easement Area, with the full and free right of ingress and egress.

2. Grantee shall have the right and privilege from time to time to construct, reconstruct, improve, add to, enlarge, change pressure, as well as the size of, and to remove such facilities or any of them, together with the right to permit any other person, firm or corporation to any facilities hereunder and the right of ingress and egress to said premises at all times.

3. Grantee shall have the right to keep the easement area cleared of obstructions.

4. Grantor shall not erect or place any building or tree on the easement area.

5. The Easement granted shall be binding upon the Grantor and its successors and assigns. This Easement shall not be released or amended in any manner without the written consent of Grantee, except as otherwise provided herein.

6. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.

IN WITNESS WHEREOF, the Grantor has caused this Easement to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers or representatives hereunto duly authorized, as of the day and year first above written.

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

Print Name: _____

Lamar Fisher, Chairman

ATTEST:

Print Name: _____

Margaret Gallagher, Secretary

EXECUTIVE DIRECTOR:

Redevelopment Management Associates, LLC
a Florida limited liability company

Print Name: _____

By: MetroStrategies, Inc., a Florida corporation
a managing member

By: _____
Kim Briesemeister, President

Print Name: _____

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

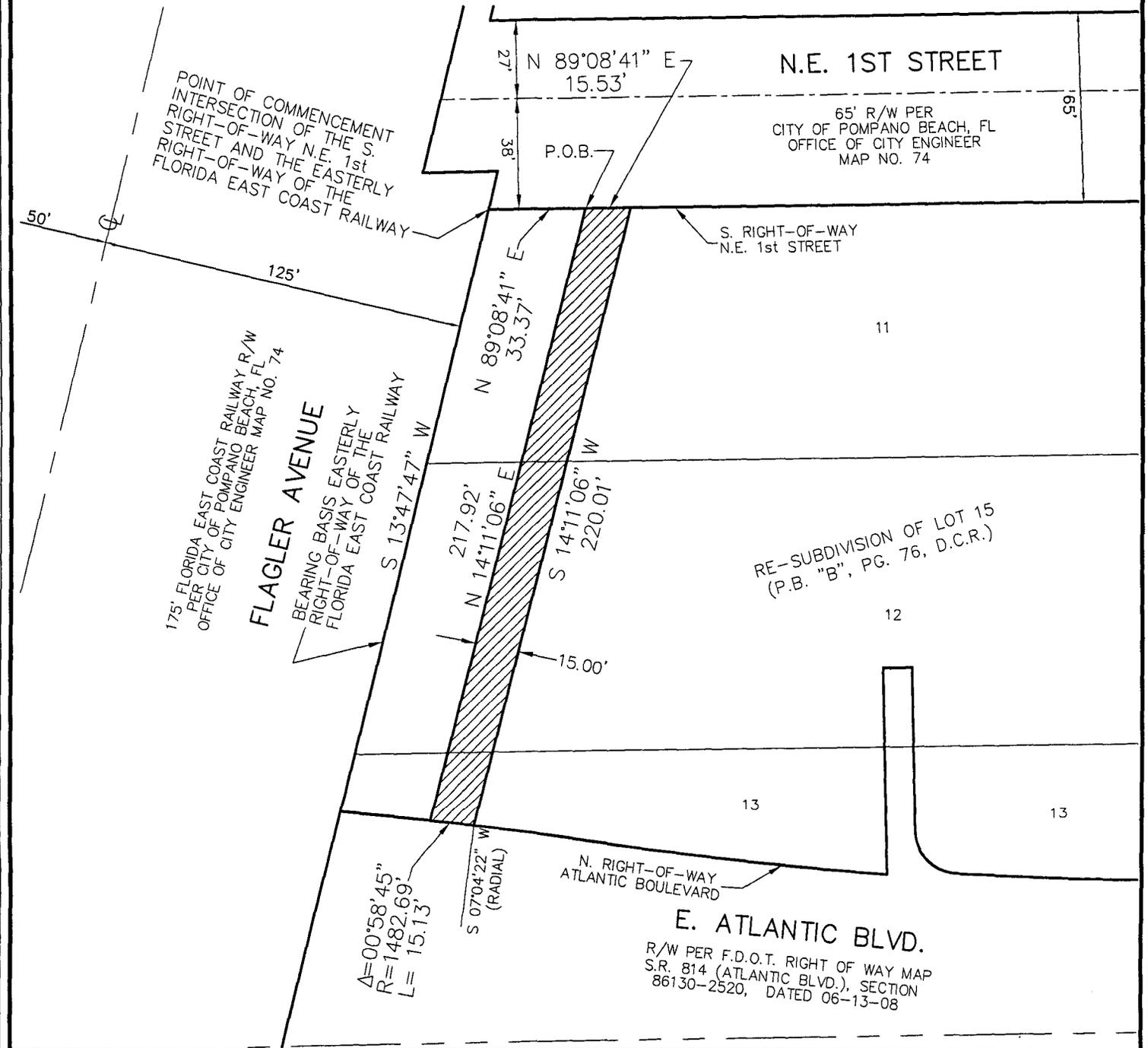
GBL/jrm
7/9/15
L:agr/cra/2015-818



SCALE: 1" = 50'

LEGEND:

- Δ CENTRAL ANGLE
- R RADIUS
- L ARC LENGTH
- D.C.R. DADE COUNTY RECORDS
- F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
- L.B. LICENSED BUSINESS
- P.O.B. POINT OF BEGINNING
- R/W RIGHT-OF-WAY



**SKETCH & DESCRIPTION
SEWER EASEMENT**

PORTIONS OF LOTS 11, 12 &
13, RE-SUBDIVISION OF LOT 15
P.B. B, PG. 76, D.C.R.

CITY OF POMPANO BEACH
BROWARD COUNTY FLORIDA

KEITH & ASSOCIATES, INC.

consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2

DRAWING NO. 07470.72-SEWER EASEMENT

DATE 07/07/15

SCALE 1"=50'

FIELD BK. N/A

DWNG. BY M.M.M.

CHK. BY M.M.M.

DATE	REVISIONS

Meeting Date: July 28, 2015

Agenda Item 2

REQUESTED COMMISSION ACTION:

Consent Ordinance 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 CHANGE ORDER #1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY AND SHIFF CONSTRUCTION & DEVELOPMENT, INC. (Fiscal impact: \$180,000 from Building Funds Balance and \$120,000 from General Fund).

Summary of Purpose and Why:

Summary: The City has contracted with Shiff Construction & Development, Inc. to remodel the third floor of City Hall. The contract was originally approved by Resolution #2014-173. Staff is requesting approval of change order #1 to expand the scope of work to include necessary design modifications and upgrades.



Accomplishing this item supports achieving initiative "4.3 Improve Customer Service" identified in the City's: Quality and Affordable Services Strategy

- (1) Origin of request for this action: Staff/ Development Services
- (2) Primary staff contact: Robin Bird/ Chris Schlageter Ext. 4629
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: _____

\$180,000 from Building Funds Balance and \$120,000 from General Fund

(with the attached Budget Adjustment)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	<u>7/16/15</u>	<u>Approved</u>	<u>Memo #15-157</u>
City Attorney	<u>7/21/15</u>		<u>CAC Memo # 2015-1294/173</u>
Finance	<u>7/21/15</u>	<u>approval</u>	<u>S. Sibley</u>
Budget	<u>7-22-15</u>	<u>approval</u>	

[Signature]
 City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

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



CONTRACT MODIFICATION (CHANGE ORDER)
 CITY OF POMPANO BEACH
 P.O. Drawer 1300
 Pompano Beach, FL 33061

The City Manager, by City Commission authorization (Resolution 96-96), has the authority to approve all **construction change orders** up to ten percent (10%) of the project's original total cost or **\$10,000.00, whichever is lower**, on a **cumulative basis**. When cumulative change orders for a project exceed ten percent (10%) of the original price or \$10,000.00, the City Commission approval is required prior to work being performed. Change Orders will not be processed without proper authorization and signatures.

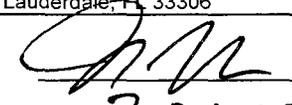
Project Name: City Hall 3rd Floor Remodel	Contract #: 2014-173/ FL06-022912-SCD
Project Number: 13-221	Date: 7/16/2015
Owner: City of Pompano Beach	Change Order #: 1
Contractor: Shiff Construction & Development, Inc.	

All items terms and conditions of the original contract No 2014-173 dated March 11, 2014, remain unchanged and in full force and effect.

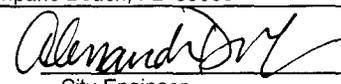
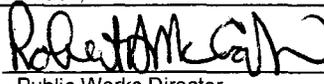
The following modifications to the CONTRACT are hereby ordered: As outlined in the attached Four (4) Shiff Construction & Development, Inc. work orders dated July 14, 2015 and February 25, 2015, respectively.

	CONTRACT AMOUNT	CONTRACT TIME (Calendar Days)
Original	\$ <u>1,185,832.00</u>	Original Contract Time <u>336</u> Days
Previous Changes (+/-)	\$ <u>0</u>	Previous Changes (+/-) <u>0</u> Days
This Change Order (+/-)	\$ <u>+300,000.00</u>	This Change Order (+/-) <u>0</u> Days
Revised Contract Amount	\$ <u>1,485,832.00</u>	Revised Contract Time <u>0</u> Days
% change from Original (this CO)	<u>25%</u>	Cumulative COs <u>0</u> %
Revised Contract Completion Date Is	<u>n/a</u>	Revised Contract Completion Date _____
Cumulative Change Orders	<u>0%</u>	

OWNER	CONSULTANT	CONTRACTOR
City of Pompano Beach		Shiff Construction & Development, Inc.
P.O. Box 1300		3201 N. Federal Highway, Suite 2123
Pompano Beach, FL 33061		Fort Lauderdale, FL 33306

By: _____ By: _____ By: 
 City Manager Date: _____ Date: _____ Date: 7-21-15

CITY ENGINEER	PUBLIC WORKS DIRECTOR	
City of Pompano Beach	City of Pompano Beach	
1201 NE 5 th Avenue	1201 NE 5 th Avenue	
Pompano Beach, FL 33060	Pompano Beach, FL 33060	

By:  By:  By: _____
 City Engineer Date: 7-21-15 Public Works Director Date: 7/21/15 Date: _____

Change Order Category	Sub Category
<input checked="" type="checkbox"/> Owners Request <input type="checkbox"/> Unforeseen <input type="checkbox"/> Consultant Error <input checked="" type="checkbox"/> Consultant Omission	<input type="checkbox"/> Regulatory Compliance <input type="checkbox"/> Safety/ Emergency

"CONTRACTOR"

SHIFF Construction & Dev. Inc.
(Print name of company)

Witnesses:

G. B.

By: [Signature]

Print Name: JUSTEN SHIFF

Title: President

[Signature]

Business License

No. _____

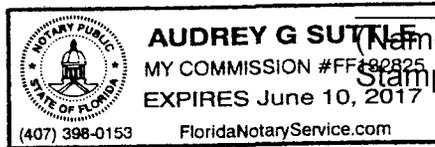
STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 21st day of July, 2015, by Justen Shiff as President of Shiff Construction & Development, Inc., A Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced personally known to me (type of identification) as identification.

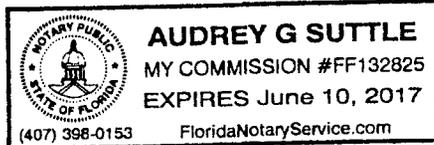
[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



City Attorney's Communication #2015-1294

July 20, 2015

TO: Christopher R. Schlageter, CGC, Construction Manager
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Change Order No. 1 / 3rd Floor Renovations at City Hall

Pursuant to your memorandum dated July 16, 2015, Engineering Department Memorandum No. 15-157, I have prepared and attached the following form of Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE CHANGE ORDER NO. 1 PURSUANT TO THE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SHIFF CONSTRUCTION & DEVELOPMENT, INC. FOR UPGRADES AND ADDITIONAL WORK RELATING TO THE RENOVATION OF THE 3RD FLOOR AT CITY HALL; PROVIDING AN EFFECTIVE DATE.

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


GORDON B. LINN

/jrm
l:cor/engr/2015-1294

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE CHANGE ORDER NO. 1 PURSUANT TO THE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SHIFF CONSTRUCTION & DEVELOPMENT, INC. FOR UPGRADES AND ADDITIONAL WORK RELATING TO THE RENOVATION OF THE 3RD FLOOR AT CITY HALL; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Change Order between the City of Pompano Beach and Shiff Construction & Development, Inc. for upgrades and additional work relating to the renovation of the 3rd Floor at City Hall, a copy of which Change Order 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 Change Order between the City of Pompano Beach and Shiff Construction & Development, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



OFFICE OF CITY ATTY
CITY OF POMPANO BEACH

2015 JUL 17 PM 4:09

Phone: (954) 786-4061

**City of Pompano Beach
Engineering Department**

Fax: (954) 786-4028

MEMORANDUM NO. 15-157

DATE: July 16, 2015

TO: Gordon B. Linn, Esq., City Attorney

FROM: Robin Bird, Developmental Services Director *yes for RLD*

VIA: Chris Schlageter, Constr. Manager *(CRS)*

SUBJECT: Request for Resolution – Issue Change Order #1 to Shiff Construction & Development, Inc. for CIP 13-221 City Hall 3rd Floor Interior Renovation

Background:

On 6-23-2014 renovation work commenced at the Engineering Building to accommodate the relocation of 3rd floor City Hall employees on a temporary basis. Once employees were relocated, the first of 3 phases of renovation work began on the 3rd floor of City Hall in October 2014. Soon into the project it became apparent that some design oversight occurred, thus departmental upgrades were necessary in order to achieve the desired result in employee function and maximize customer service.

The 1st phase of work included the construction of a new Customer Service Intake area. It was determined during the construction process that additional millwork cabinetry was required to be added to the scope which was not included in the original design. A power actuated coiling security door and wood base board throughout in lieu of vinyl base was upgraded. Upgraded floor tile was also added at the intake area. Three additional storage trailers were also required in the City Hall parking lot to temporarily house furniture that would be reused in the building or by other city departments.

The 2nd phase of work included construction of a new Building Division, west wing, of City Hall. Additional interior windows were desired to all offices in walls and doors to maintain sound control while still allowing open viewing into each office. Upper cabinets were desired at the Building Division breakroom and wood baseboard in lieu of vinyl was also installed throughout the entire division. Upgraded floor tile was also preferred in the Building Officials' office in lieu of carpet.

The 3rd phase of work included the construction of a new Planning and Zoning Division, east wing, of City Hall. The same added items as on the Building Division side was also upgraded from the original design on the Planning and Zoning side. Any wall with existing wallpaper was not painted over per the original design but relaminated with lightweight drywall throughout the entire floor, so as to provide a cleaner finish. Lighting was upgraded in the reception hallway, as well as, a raised ceiling

and upgraded flooring in the elevator lobby. All new appliances for the breakrooms and additional needed modular furniture, not originally included in the base design, were added.

Recommendation:

Please prepare the resolution for Commission consideration to approve change order #1 in the amount of \$300,000.00. Attached is the line item break down, per each phase, of all JOC Modifications to date for this work as backup.

Funding is currently available; however a budget adjustment will be required to utilize the appropriate account numbers.

Thank you

Contractor's Price Proposal - Summary

Date: July 14, 2015

Re: IQC Master Contract #: FL06-022912-SCD
Work Order #: 017475.01
Owner PO #:
Title: Pompano Beach City Hall 3rd Floor Phase 1 & 1A Renovation Supplemental
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$118,651.01

JOC Mod. #002 - Coiling Grille Operator @ Door #333	\$2,654.99
JOC Mod. #003 - Addtl Cabinetry at Intake	\$18,076.30
JOC Mod. #004 - Additions & Credits @ Doors #301, #317, & #332	\$8,397.68
JOC Mod. #005 - Mechanical/Electrical/Plumbing	\$16,599.55
JOC Mod. #006 - Miscellaneous Drywall, Framing, & Acoustical Ceiling	\$15,187.02
JOC Mod. #007 - Doors & Hardware	\$3,802.93
JOC Mod. #008 - Dumpsters & Storage Containers	\$8,728.60
JOC Mod. #009 - Flooring Additions & Credits	\$20,665.52
JOC Mod. #010 - Millwork (Wood Base & Door Casing All Phases)	\$11,328.45
JOC Mod. #011 - Interior Windows	\$9,531.24
JOC Mod. #013 - Intake Signage	\$3,678.73
Proposal Total	\$118,651.01

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 26.74%

Contractor's Price Proposal - Detail

Date: July 14, 2015

Re: IQC Master Contract #: FL06-022912-SCD
 Work Order #: 017475.01
 Owner PO #:
 Title: Pompano Beach City Hall 3rd Floor Phase 1 & 1A Renovation Supplemental
 Contractor: Shiff Construction & Development, Inc.
 Proposal Value: \$118,651.01

Sect.	Item	Mod.	UOM	Description	Line Total								
Labor	Equip.	Material	(Excludes)										
JOC Mod. #002 - Coiling Grille Operator @ Door #333													
1	01 22 20 00 0010		HR	ElectricianTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$387.59								
			Installation	<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>8.00</td> <td>42.41</td> <td>1.1424</td> <td>387.59</td> </tr> </table>	Quantity	Unit Price	Factor	Total	8.00	42.41	1.1424	387.59	
Quantity	Unit Price	Factor	Total										
8.00	42.41	1.1424	387.59										
				Investigative work required to ascertain availability of circuits and locations to be pulled from for motor operator requested (by for coiling grille door #333 at City Hall 3rd Floor Renovation.									
2	08 33 26 00 0051		EA	Add For Motor OperatorIncludes motor, supports, push button operator, stationary electronic eye, signal wiring from eye to motor and motor to operator.	\$1,905.02								
			Installation	<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>1.00</td> <td>1,667.56</td> <td>1.1424</td> <td>1,905.02</td> </tr> </table>	Quantity	Unit Price	Factor	Total	1.00	1,667.56	1.1424	1,905.02	
Quantity	Unit Price	Factor	Total										
1.00	1,667.56	1.1424	1,905.02										
				On 10/20/14, motor operator requested (for City Hall 3rd floor door #333) by Chief Building Official (Miguel Nunez) during field verification with Project Superintendent and subcontractor.									
3	26 05 19 16 0015		MLF	#12 AWG Cable - Type XHHW, 600 V Copper, Single Solid, Placed In Conduit	\$109.64								
			Installation	<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>0.15</td> <td>639.82</td> <td>1.1424</td> <td>109.64</td> </tr> </table>	Quantity	Unit Price	Factor	Total	0.15	639.82	1.1424	109.64	
Quantity	Unit Price	Factor	Total										
0.15	639.82	1.1424	109.64										
				150 Lf required for service to new motor operator for coiling grille.									
4	26 05 33 13 0290		LF	1/2" EMT Conduit, Mounted Exposed On Flat Wall	\$117.67								
			Installation	<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>50.00</td> <td>2.06</td> <td>1.1424</td> <td>117.67</td> </tr> </table>	Quantity	Unit Price	Factor	Total	50.00	2.06	1.1424	117.67	
Quantity	Unit Price	Factor	Total										
50.00	2.06	1.1424	117.67										
				Conduit & fittings required for new service from electrical room to motor requested for coiling grille #333.									
5	26 05 33 13 0301		EA	1/2" EMT 90 Degree Elbow	\$26.41								
			Installation	<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>4.00</td> <td>5.78</td> <td>1.1424</td> <td>26.41</td> </tr> </table>	Quantity	Unit Price	Factor	Total	4.00	5.78	1.1424	26.41	
Quantity	Unit Price	Factor	Total										
4.00	5.78	1.1424	26.41										
				Conduit & fittings required for new service from electrical room to motor requested for coiling grille #333.									
6	26 05 33 13 0323		EA	1/2 EMT Compression Coupling	\$16.22								
			Installation	<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>5.00</td> <td>2.84</td> <td>1.1424</td> <td>16.22</td> </tr> </table>	Quantity	Unit Price	Factor	Total	5.00	2.84	1.1424	16.22	
Quantity	Unit Price	Factor	Total										
5.00	2.84	1.1424	16.22										
				Conduit & fittings required for new service from electrical room to motor requested for coiling grille #333.									
7	26 05 33 13 0356		EA	1/2" EMT Box Connector, Compression	\$8.00								
			Installation	<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>2.00</td> <td>3.50</td> <td>1.1424</td> <td>8.00</td> </tr> </table>	Quantity	Unit Price	Factor	Total	2.00	3.50	1.1424	8.00	
Quantity	Unit Price	Factor	Total										
2.00	3.50	1.1424	8.00										
8	26 24 16 00 0384		EA	1 Pole, 277/480 Volt, 15-30 A, Branch Circuit Breaker, 14,000 Amp Interrupting Capacity	\$48.45								
			Installation	<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>1.00</td> <td>42.41</td> <td>1.1424</td> <td>48.45</td> </tr> </table>	Quantity	Unit Price	Factor	Total	1.00	42.41	1.1424	48.45	
Quantity	Unit Price	Factor	Total										
1.00	42.41	1.1424	48.45										
9	26 24 16 00 0384 0248		MOD	For Bolt-On, Add	\$9.47								
			Installation	<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>1.00</td> <td>8.29</td> <td>1.1424</td> <td>9.47</td> </tr> </table>	Quantity	Unit Price	Factor	Total	1.00	8.29	1.1424	9.47	
Quantity	Unit Price	Factor	Total										
1.00	8.29	1.1424	9.47										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.01

Work Order Title: Pompano Beach City Hall 3rd Floor Phase 1 & 1A Renovation Supplemental

JOC Mod. #002 - Coiling Grille Operator @ Door #333

10	26	27	26	00	0028	EA	30 A, NEMA 5-30, Single Receptacle, 125 V, 1 Phase					\$26.52
							Installation	Quantity	Unit Price	Factor	=	Total
								1.00	23.21	1.1424	=	26.52

Subtotal for JOC Mod. #002 - Coiling Grille Operator @ Door #333 \$2,654.99

JOC Mod. #003 - Addtl Cabinetry at Intake

06	42	18	00	0007	EA	Mitwork Package (CORE City Hall 3rd FL Intake Area Additional Cabinetry)						\$18,076.30
							Installation	Quantity	Unit Price	Factor	=	Total
								1.00	18,076.30	1.072	=	18,076.30

Subtotal for JOC Mod. #003 - Addtl Cabinetry at Intake \$18,076.30

JOC Mod. #004 - Additions & Credits @ Doors #301, #317, & #332

12	08	12	13	13	0064	EA	6' x >7'-2" Through 9' x 5-3/4" Deep Metal Door Frame, 16 Gauge					-\$277.39
							Installation	Quantity	Unit Price	Factor	=	Total
								-1.00	292.21	1.1424	=	-333.82
							Demolition	Quantity	Unit Price	Factor	=	Total
								1.00	49.40	1.1424	=	56.43
Door 301 & 317 has been requested by Chris Schlageter, on 11.7.14, to be replaced with storefront. We are providing a credit from original contract to replace door and frame. We are also providing demo of door #317.												
13	08	12	13	13	0064	0073	MOD	For Welded Frames, Add				-\$51.41
							Installation	Quantity	Unit Price	Factor	=	Total
								-1.00	45.00	1.1424	=	-51.41
14	08	12	13	13	0064	0074	MOD	For Galvanized Frames, Add				-\$26.52
							Installation	Quantity	Unit Price	Factor	=	Total
								-1.00	23.21	1.1424	=	-26.52
15	08	12	13	13	0064	0077	MOD	For Baked Enamel Finish, Add				-\$83.21
							Installation	Quantity	Unit Price	Factor	=	Total
								-1.00	72.84	1.1424	=	-83.21
16	08	14	16	00	0134	PR	Pair 3' x 7' x 1-3/4" Solid Core, Birch Faced Door					-\$315.94
							Installation	Quantity	Unit Price	Factor	=	Total
								-1.00	319.89	1.1424	=	-365.44
							Demolition	Quantity	Unit Price	Factor	=	Total
								1.00	43.33	1.1424	=	49.50
Door 301 & 317 has been requested by Chris Schlageter, on 11.7.14, to be replaced with storefront. We are providing a credit from original contract to replace door and frame. We are also providing demo of door #317.												
17	08	14	16	00	0134	0139	MOD	For Each 1' Of Additional Door Height, Add				-\$95.93
							Installation	Quantity	Unit Price	Factor	=	Total
								-1.50	55.98	1.1424	=	-95.93
18	08	41	00	00	0002	EA	3' x 7' x 1-3/4" Medium Stile, Aluminum Framed Entrance Doors Including Glazing, Trim And Hardware (Special-Lite SL-14)					\$5,259.36
							Installation	Quantity	Unit Price	Factor	=	Total
								2.00	2,301.89	1.1424	=	5,259.36
New single door required for opening 301 & 317.												
19	08	51	13	00	0086	EA	>15 To 20 SF, 3-1/4" Frame Depth, C 45, Two Rolling Sashes, Horizontal Sliding Aluminum Window (Traco TR-6000)					-\$445.96
							Installation	Quantity	Unit Price	Factor	=	Total
								-1.00	390.37	1.1424	=	-445.96
Credit sidelite @ door #332 due to narrow hallway than what was indicated on plans.												

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.01
Work Order Title: Pompano Beach City Hall 3rd Floor Phase 1 & 1A Renovation Supplemental

JOC Mod. #004 - Additions & Credits @ Doors #301, #317, & #332						
33	08 81 23 00 0015	SF	1/4" Thick, Tempered, Clear Float Factory Installed Glass			-\$348.34
			Quantity	Unit Price	Factor	Total
		Installation	-84.00 x	3.63 x	1.1424 =	-348.34
Credit factory 21 Sf tempered glazing for each door - 301, 317, & 332 (pair of doors) and provide frosted glazing, see CTC# 08 81 23 00-0037						
34	08 81 23 00 0037	SF	1/4" Thick, Frosted Factory Installed Glass			\$1,088.75
			Quantity	Unit Price	Factor	Total
		Installation	132.00 x	7.22 x	1.1424 =	1,088.75
48 Sf required for transom and sidelite glazing at new storefront doors 301 & 317. 84 Sf required for single doors 301 & 317, & double door 332.						
35	08 81 23 00 0037 0306	MOD	For > 50 To 200, Deduct			-\$33.18
			Quantity	Unit Price	Factor	Total
		Installation	132.00 x	-0.22 x	1.1424 =	-33.18
36	08 81 26 00 0008	SF	1/2" Thick, Clear Float Field Installed Glass			-\$159.54
			Quantity	Unit Price	Factor	Total
		Installation	-10.50 x	13.30 x	1.1424 =	-159.54
Credit sidelite @ door #332 due to narrow hallway than what was indicated on plans.						
37	08 85 00 00 0002	LF	Neoprene Glazing Gasket, 1/4" Glass Tongued Section / Tongued Mullion			\$733.83
			Quantity	Unit Price	Factor	Total
		Installation	202.00 x	3.18 x	1.1424 =	733.83
Each storefront: Hinge sidelite - 382"; Latch sidelite - 398"; Transom above door - 199"; Transom above hinge sidelite - 109"; Transom above latch sidelite - 125".... 1,213 inches OR 101'-1" total for each storefront.						
38	08 85 00 00 0004	LF	Neoprene Glazing Gasket, 1/2" Glass Tongued Section / Tongued Mullion			-\$129.34
			Quantity	Unit Price	Factor	Total
		Installation	-34.00 x	3.33 x	1.1424 =	-129.34
Credit sidelite @ door #332 due to narrow hallway than what was indicated on plans.						

Subtotal for JOC Mod. #004 - Additions & Credits @ Doors #301, #317, & #332 **\$8,397.68**

JOC Mod. #005 - Mechanical/Electrical/Plumbing

39	01 22 20 00 0010	HR	ElectricianTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.			\$387.59
			Quantity	Unit Price	Factor	Total
		Installation	8.00 x	42.41 x	1.1424 =	387.59
RL25 - Electrical Re-feed 2 outlets shown as exiting in conference room						
40	01 22 20 00 0024	HR	PlumberTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.			\$319.05
			Quantity	Unit Price	Factor	Total
		Installation	8.00 x	34.91 x	1.1424 =	319.05
Cap leaking icemaker supply line						
41	01 22 20 00 0029	HR	Sheet Metal WorkerTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.			\$219.34
			Quantity	Unit Price	Factor	Total
		Installation	6.00 x	32.00 x	1.1424 =	219.34
Removed existing hard duct work, approximately 10' of 12" x 17", added 12" flex approximately 15' with a triangle 12" hard duct to split to service both the men's and women's bathroom, with 8" flex duct, total 8" duct approximately 10'						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.01

Work Order Title: Pompano Beach City Hall 3rd Floor Phase 1 & 1A Renovation Supplemental

JOC Mod. #005 - Mechanical/Electrical/Plumbing

51	26 05 19 16 0192	MLF	#12 AWG Cable - Type MC, 3 Conductors, Solid Or Stranded, Galvanized Steel Armor						\$1,240.30	
		Installation	Quantity	Unit Price	Factor	=	Total			
			0.50	2,171.40	1.1424		1,240.30			
			Temporary power required in conference room to facilitate relocation of plan review staff.							
52	26 05 29 00 0072	EA	1/2", One Hole Steel Conduit Strap						\$108.12	
		Installation	Quantity	Unit Price	Factor	=	Total			
			56.00	1.69	1.1424		108.12			
			40 for Intake area & 16 for Code Compliance.							
53	26 05 29 00 0072 0251	MOD	For Installation In Concrete (Includes Drilling And Fastener), Add						\$28.15	
		Installation	Quantity	Unit Price	Factor	=	Total			
			56.00	0.44	1.1424		28.15			
54	26 05 29 00 0072 0436	MOD	For > 50 To 100, Deduct						-\$5.12	
		Installation	Quantity	Unit Price	Factor	=	Total			
			56.00	-0.08	1.1424		-5.12			
55	26 05 29 00 0073	EA	3/4", One Hole Steel Conduit Strap						\$79.05	
		Installation	Quantity	Unit Price	Factor	=	Total			
			40.00	1.73	1.1424		79.05			
			24 for Intake area & 16 for Code Compliance.							
56	26 05 33 13 0290	LF	1/2" EMT Conduit, Mounted Exposed On Flat Wall						\$717.77	
		Installation	Quantity	Unit Price	Factor	=	Total			
			305.00	2.06	1.1424		717.77			
			225 Lf for Intake area & 80 Lf for Code Compliance.							
57	26 05 33 13 0290 0056	MOD	For Installation In Concrete (Excludes Concrete), Add						\$90.59	
		Installation	Quantity	Unit Price	Factor	=	Total			
			305.00	0.26	1.1424		90.59			
58	26 05 33 13 0290 0343	MOD	For > 250 To 500, Deduct						-\$6.97	
		Installation	Quantity	Unit Price	Factor	=	Total			
			305.00	-0.02	1.1424		-6.97			
59	26 05 33 13 0291	LF	3/4" EMT Conduit, Mounted Exposed On Flat Wall						\$736.62	
		Installation	Quantity	Unit Price	Factor	=	Total			
			260.00	2.48	1.1424		736.62			
			180 Lf for Intake area & 80 Lf for Code Compliance.							
60	26 05 33 13 0291 0056	MOD	For Installation In Concrete (Excludes Concrete), Add						\$86.14	
		Installation	Quantity	Unit Price	Factor	=	Total			
			260.00	0.29	1.1424		86.14			
61	26 05 33 13 0291 0343	MOD	For > 250 To 500, Deduct						-\$8.91	
		Installation	Quantity	Unit Price	Factor	=	Total			
			260.00	-0.03	1.1424		-8.91			
62	26 05 33 13 0323	EA	1/2 EMT Compression Coupling						\$116.80	
		Installation	Quantity	Unit Price	Factor	=	Total			
			36.00	2.84	1.1424		116.80			
			20 for Intake area & 16 for Code Compliance.							
63	26 05 33 13 0324	EA	3/4" EMT Compression Coupling						\$100.76	
		Installation	Quantity	Unit Price	Factor	=	Total			
			28.00	3.15	1.1424		100.76			
			20 for Intake area & 8 for Code Compliance.							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.01

Work Order Title: Pompano Beach City Hall 3rd Floor Phase 1 & 1A Renovation Supplemental

JOC Mod. #005 - Mechanical/Electrical/Plumbing

64	26 05 33 13 0356	EA	1/2" EMT Box Connector, Compression						\$215.91	
		Installation	Quantity	Unit Price	Factor	=	Total			
			54.00	3.50	1.1424		215.91			
			x	x						
			42 for Intake area & 12 Lf for Code Compliance.							
65	26 05 33 13 0357	EA	3/4" EMT Box Connector, Compression						\$197.41	
		Installation	Quantity	Unit Price	Factor	=	Total			
			40.00	4.32	1.1424		197.41			
			x	x						
			24 for Intake area & 16 for Code Compliance.							
66	26 05 33 16 0225	EA	4" Square Box x 2-1/8" Depth, With Cover, Concealed Outlet Box With 1 Gang Plate						\$680.09	
		Installation	Quantity	Unit Price	Factor	=	Total			
			33.00	18.04	1.1424		680.09			
			x	x						
			RL-23 - Code comp. add 4 outlets; RL26 - Add 2 new receptacles, shown as existing on plan conference room; RL27 - Add 4 new receptacles for customer computer stations intake area; Add 2 new receptacles for printers in intake area; RL31 - Add 2 new outlets along exterior wall of intake area; RL42- Add 3 duplex receptacles for Miguel N. temp office requested on 12/3/15; RL - 46 code Compliance, one (1) additional 4 plex outlet; RL49 code compliance, add 7 outlets, plans did not show any electrical;							
67	26 09 23 00 0139	EA	1000 SF 360 Degree Coverage, 25 KHZ Ultrasonic, Ceiling Mounted Occupancy Sensor (Watt Stopper W-1000A)						\$300.61	
		Installation	Quantity	Unit Price	Factor	=	Total			
			2.00	131.57	1.1424		300.61			
			x	x						
			1 for Intake area & 1 for Code Compliance.							
68	26 27 23 00 0020	EA	Add-On Cover Plate For One Single Receptacle						\$1,146.91	
		Installation	Quantity	Unit Price	Factor	=	Total			
			45.00	22.31	1.1424		1,146.91			
			x	x						
			21 for Intake area, 14 for Code Compliance, & 10 for Conference Room							
69	26 27 23 00 0021	EA	Add-On Cover Plate For One Duplex Receptacle						\$995.26	
		Installation	Quantity	Unit Price	Factor	=	Total			
			45.00	19.36	1.1424		995.26			
			x	x						
70	26 27 26 00 0018	EA	20 A, NEMA 5-20, Duplex Receptacle, 125 V, 1 Phase						\$405.84	
		Installation	Quantity	Unit Price	Factor	=	Total			
			35.00	10.15	1.1424		405.84			
			x	x						
			RL-23 - Code comp. add 4 outlets; RL26 - Add 2 new receptacles, shown as existing on plan conference room; RL27 - Add 4 new receptacles for customer computer stations intake area; Add 2 new receptacles for printers in intake area; RL31 - Add 2 new outlets along exterior wall of intake area; RL42- Add 3 duplex receptacles for Miguel N. temp office requested on 12/3/15; RL - 46 code Compliance, one (1) additional 4 plex outlet; RL49 code compliance, add 7 outlets, plans did not show any electrical; 7 additional in conference room.							
71	26 27 26 00 0264	EA	Remove And Reinstall Receptacle, Switch, Outlet Or Special System Device						\$834.34	
		Installation	Quantity	Unit Price	Factor	=	Total			
			26.00	28.09	1.1424		834.34			
			x	x						
			RL30 - Remove and replace 2 outlets along entry area to intake area, where clean-cuts removed; RL53 - Room 320 - Relocated 3 wall outlets, Relocated 1 light switch. Room 321 - Relocated 3 wall outlets, Relocated 1 light switch Room 322 - Relocated 3 wall outlets, Relocated 1 light switch Room 323 - Relocated 3 wall outlets, Relocated 1 light switch. Room 324 - Relocated 2 wall outlets; RL16- In lieu of mobile stations provided by owner, provide (2) 84" fixed counters at each side modify 4 outlets. RL56 - Relocated power to below pneumatic system shelf as requested by electrical inspector.							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.01

Work Order Title: Pompano Beach City Hall 3rd Floor Phase 1 & 1A Renovation Supplemental

JOC Mod. #005 - Mechanical/Electrical/Plumbing

72	26	27	26	00	0265	EA	Remove And Reinstall Receptacle Or Switch Outlet Cover Plate					\$105.74
							Installation	Quantity	Unit Price	Factor	=	Total
								26.00	3.56	1.1424		105.74
								x	x			
							RL30 - Remove and replace 2 outlets along entry area to intake area, where clean-cuts removed; RL53 - Room 320 - Relocated 3 wall outlets, Relocated 1 light switch. Room 321 - Relocated 3 wall outlets, Relocated 1 light switch Room 322 - Relocated 3 wall outlets, Relocated 1 light switch Room 323 - Relocated 3 wall outlets, Relocated 1 light switch. Room 324 - Relocated 2 wall outlets; RL16- In lieu of mobile stations provided by owner, provide (2) 84" fixed counters at each side modify 4 outlets. RL56 - Relocated power to below pneumatic system shelf as requested by electrical inspector.					
73	27	14	13	16	0337	MLF	4-Pair Solid UTP, 24 AWG, Category 5E, Indoor Telecommunications Plenum Cable, Installed Exposed					\$2,730.34
							Installation	Quantity	Unit Price	Factor	=	Total
								2.50	956.00	1.1424		2,730.34
								x	x			
							1,500 Lf for Intake area & 1,000 for Code Compliance.					
74	27	14	43	00	0013	EA	Two Port, Single Gang, Plastic Communication Faceplate With Station ID					\$100.47
							Installation	Quantity	Unit Price	Factor	=	Total
								18.00	4.47	1.1424		91.92
							Demolition	Quantity	Unit Price	Factor	=	Total
								7.00	1.07	1.1424		8.56
								x	x			
							RL-10: Demo 4 data outlets on rounded wall at intake area; RL-23 - Code comp - add 2 data, demo 3 data; RL28 - Add 4 new data drops for customer computer stations intake area; RL-23 - Code comp. add 4 outlets; Add 2 new data for printers in intake area; RL49 code compliance, 4 data outlets, plans did not show any electrical;					
75	27	14	43	00	0047	EA	Two Port, Surface Mount Plastic Communication Box With Station ID					\$333.96
							Installation	Quantity	Unit Price	Factor	=	Total
								18.00	14.16	1.1424		291.17
							Demolition	Quantity	Unit Price	Factor	=	Total
								7.00	5.35	1.1424		42.78
								x	x			
							RL-10: Demo 4 data outlets on rounded wall at intake area; RL-23 - Code comp - add 2 data, demo 3 data; RL28 - Add 4 new data drops for customer computer stations intake area; RL-23 - Code comp. add 4 outlets; Add 2 new data for printers in intake area; RL49 code compliance, 4 data outlets, plans did not show any electrical;					
76	27	14	43	00	0053	EA	Cat 5E, Snap-In Modular Jack					\$319.96
							Installation	Quantity	Unit Price	Factor	=	Total
								18.00	15.56	1.1424		319.96
								x	x			
							RL-23 - Code comp. add 2 data; RL28 - Add 4 new data drops for customer computer stations intake area; RL49 code compliance, 4 data outlets, plans did not show any electrical;					
77	27	14	43	00	0074	EA	Label Both Ends Of One 4 Pair Cable					\$461.16
							Installation	Quantity	Unit Price	Factor	=	Total
								48.00	8.41	1.1424		461.16
								x	x			
							RL-23 - Code comp. add 2 data; RL28 - Add 4 new data drops for customer computer stations intake area; Add 2 new data for printers in intake area; RL49 code compliance, 4 data outlets, plans did not show any electrical;					
78	27	14	43	00	0076	EA	Label two gang face plate (4 labels required)					\$138.18
							Installation	Quantity	Unit Price	Factor	=	Total
								12.00	10.08	1.1424		138.18
								x	x			
							RL-23 - Code comp. add 2 data; RL28 - Add 4 new data drops for customer computer stations intake area; Add 2 new data for printers in intake area; RL49 code compliance, 4 data outlets, plans did not show any electrical;					
79	27	16	19	00	0037	EA	5' Category 5E Patch Cables With Boots					\$141.89
							Installation	Quantity	Unit Price	Factor	=	Total
								10.00	12.42	1.1424		141.89
								x	x			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.01

Work Order Title: Pompano Beach City Hall 3rd Floor Phase 1 & 1A Renovation Supplemental

JOC Mod. #005 - Mechanical/Electrical/Plumbing

80	28 31 23 00 0794	EA	Wall Mounted Low Profile High Multi-Candela Horn/Strobe (Siemens SEF-HMC-R)						\$565.67
			Installation	Quantity	Unit Price	Factor	=	Total	
				4.00	123.79	1.1424	=	565.67	
			RL5 - Fire alarm devices added to plans during plan review & devices shown on plan as existing is not						
81	28 31 23 00 0822	EA	Wall Mounted Surface Mounted Speaker/Strobe Backbox (Siemens SPSSB-R)						\$120.91
			Installation	Quantity	Unit Price	Factor	=	Total	
				4.00	26.46	1.1424	=	120.91	
			RL5 - Fire alarm devices added to plans during plan review & devices shown on plan as existing is not						
82	28 31 23 00 0952	EA	Intelligent Addressable Relay Module (Notifier FRM-1)						\$123.42
			Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	108.04	1.1424	=	123.42	
			Relay required for new oveh						

Subtotal for JOC Mod. #005 - Mechanical/Electrical/Plumbing **\$16,599.55**

JOC Mod. #006 - Miscellaneous Drywall, Framing, & Acoustical Ceiling

83	01 22 20 00 0009	HR	Drywall FinisherTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.						\$4,007.08
			Installation	Quantity	Unit Price	Factor	=	Total	
				120.00	29.23	1.1424	=	4,007.08	
			Additional drywall labor hours required to expedite additional work requested for Phase 1 and 1A.						
84	07 21 13 13 0020	SF	1" Thick, R5.0, Extruded Polystyrene, Foam Board Insulation						\$97.10
			Installation	Quantity	Unit Price	Factor	=	Total	
				85.00	1.00	1.1424	=	97.10	
			RL52 room 324, miguel ' s office - Demo existing 16 x 12 wall, drywall only. Add sound insulation, 16 x 12 Install 5/8" drywall, 16 x 12 Demo drywall and furring 17 x 3 7 x 9.5 Install new furring, insulation, and drywall 17 x 3 7 x 9.5						
85	07 21 13 13 0020 0022	MOD	For Vapor Barrier, Integral With Insulation, Add						\$4.86
			Installation	Quantity	Unit Price	Factor	=	Total	
				85.00	0.05	1.1424	=	4.86	
86	07 84 13 00 0003	EA	1-1/2" Diameter Hole With 1/2" Pipe, Sealed With Intumescent Firestop Sealant						\$68.41
			Installation	Quantity	Unit Price	Factor	=	Total	
				6.00	9.98	1.1424	=	68.41	
			RL44 - fire caulking , intake area, existing conduit and hvac bathroom walls: 2 - 10" round duct. 6 - 1/2" conduit 2 - 8" x 4" square duct 3 - 30 LF of 1/2" along ceiling line						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.01

Work Order Title: Pompano Beach City Hall 3rd Floor Phase 1 & 1A Renovation Supplemental

JOC Mod. #006 - Miscellaneous Drywall, Framing, & Acoustical Ceiling

87	07 84 43 00 0010	CLF	1/2" x 5/8" Joint, Intumescent Firestop Sealant						\$636.53
			Quantity	Unit Price	Factor	=	Total		
		Installation	0.99 x	561.40 x	1.1424	=	636.53		
		RL44 - fire caulking , intake area, existing conduit and hvac bathroom walls: 2 - 10" round duct. 6 - 1/2" conduit 2 - 8" x 4" square duct 3 - 30 LF of 1/2" along ceiling line							
88	09 22 13 00 0003	SF	7/8", 25 Gauge, Hat Channel, Drywall Furring Channel, Installed On Walls 16" On Center						\$798.77
			Quantity	Unit Price	Factor	=	Total		
		Installation	304.00 x	1.71 x	1.1424	=	593.87		
		Demolition	304.00 x	0.59 x	1.1424	=	204.90		
		Remove and replace approximately 16' x 10' of drywall and furring strip, customer computer station wall, intake area; & 16' x 9' of drywall & furring strip along existing wall (bathrooms on other side of wall) to accommodate new outlets & data							
89	09 22 13 00 0003	SF	7/8", 25 Gauge, Hat Channel, Drywall Furring Channel, Installed On Walls 16" On Center						\$166.05
			Quantity	Unit Price	Factor	=	Total		
		Installation	85.00 x	1.71 x	1.1424	=	166.05		
		RL52 room 324, miguel ' s office - Demo existing 16 x 12 wall, drywall only. Add sound insulation, 16 x 12 Install 5/8" drywall, 16 x 12 Demo drywall and furring 17 x 3 7 x 9.5 Install new furring, insulation, and drywall 17 x 3 7 x 9.5							
90	09 22 16 00 0010	SF	3-5/8" Metal Stud Channel, 16" On Center, 20 Gauge, With Tracks And Runners						\$165.28
			Quantity	Unit Price	Factor	=	Total		
		Installation	64.00 x	1.75 x	1.1424	=	127.95		
		Demolition	76.00 x	0.43 x	1.1424	=	37.33		
		RL38 - added 4' of soffit and 6' of framing and drywall to close in area around old columns in new conference room.							
91	09 22 16 00 0010 0002	MOD	For Soffit, Columns Or Beams Up To 10' High, Add						\$51.18
			Quantity	Unit Price	Factor	=	Total		
		Installation	64.00 x	0.70 x	1.1424	=	51.18		
92	09 22 16 00 0010 0004	MOD	For Horizontal Installation Up To 10' High, Add						\$4.94
			Quantity	Unit Price	Factor	=	Total		
		Installation	16.00 x	0.27 x	1.1424	=	4.94		
93	09 22 16 00 0010 0009	MOD	For Up To 200, Add						\$35.09
			Quantity	Unit Price	Factor	=	Total		
		Installation	64.00 x	0.48 x	1.1424	=	35.09		
94	09 22 16 00 0010	SF	3-5/8" Metal Stud Channel, 16" On Center, 20 Gauge, With Tracks And Runners						\$1,133.15
			Quantity	Unit Price	Factor	=	Total		
		Installation	455.00 x	1.75 x	1.1424	=	909.64		
		Demolition	455.00 x	0.43 x	1.1424	=	223.51		
		RL51 chiefs office's, rooms 323, 322, 321, & 320 Demo existing drywall and framing approximately 9'.							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.01

Work Order Title: Pompano Beach City Hall 3rd Floor Phase 1 & 1A Renovation Supplemental

JOC Mod. #006 - Miscellaneous Drywall, Framing, & Acoustical Ceiling

95	09 22 16 00 0010	SF	3-5/8" Metal Stud Channel, 16" On Center, 20 Gauge, With Tracks And Runners						\$79.97
			Installation	Quantity	Unit Price	Factor	=	Total	
				40.00	1.75	1.1424		79.97	
			Install two (2) 17" x 8" columns, framing & drywall to cover existing downspouts in corners of new conference room area.						
96	09 22 16 00 0010	SF	3-5/8" Metal Stud Channel, 16" On Center, 20 Gauge, With Tracks And Runners						\$113.95
			Installation	Quantity	Unit Price	Factor	=	Total	
				57.00	1.75	1.1424		113.95	
			(2) Columns to support and hide pneumatic system equipment and tubing.						
			Drywall framing, drywall, finishing, painting, and support shelf, approximately 12" x 12" - 3 sided columns.						
97	09 22 16 00 0010	SF	3-5/8" Metal Stud Channel, 16" On Center, 20 Gauge, With Tracks And Runners						\$415.83
			Installation	Quantity	Unit Price	Factor	=	Total	
				208.00	1.75	1.1424		415.83	
			Conference room area, add chase wall to exterior wall, existing wall has recess's. Frame & drywall approximately 26'x8'						
98	09 23 13 00 0017	SF	Smooth Finish Two Coats Gypsum Plaster On Walls						\$678.17
			Installation	Quantity	Unit Price	Factor	=	Total	
				306.00	1.94	1.1424		678.17	
			Skim coat (2) 18' existing walls in 4th floor offices.						
99	09 23 13 00 0017 0033	MOD	For > 100 To 500, Add						\$146.82
			Installation	Quantity	Unit Price	Factor	=	Total	
				306.00	0.42	1.1424		146.82	
100	09 29 00 00 0003	SF	1/4" Gypsum Board						\$152.58
			Installation	Quantity	Unit Price	Factor	=	Total	
				252.00	0.53	1.1424		152.58	
			lamine 28 lf of wallpaper wall in 1/4" drywall. code compliance						
101	09 29 00 00 0003	SF	1/4" Gypsum Board						\$73.87
			Installation	Quantity	Unit Price	Factor	=	Total	
				122.00	0.53	1.1424		73.87	
			RL71 phase 1A, room 324 lamination of walls:Laminated over wall paper: 1/4" drywall 27' x 2' 8' x 8.5' 122 sf						
102	09 29 00 00 0003	SF	1/4" Gypsum Board						\$319.08
			Installation	Quantity	Unit Price	Factor	=	Total	
				527.00	0.53	1.1424		319.08	
			Laminate 62LF of existing walls with 1/4" drywall, to cover existing wall paper - Room #319 and the SW corner of the intake area.						
103	09 29 00 00 0006	SF	5/8" Gypsum Board						\$1,008.40
			Installation	Quantity	Unit Price	Factor	=	Total	
				910.00	0.75	1.1424		779.69	
			Demolition	Quantity	Unit Price	Factor	=	Total	
				910.00	0.22	1.1424		228.71	
			RL51 chiefs office's, rooms 323, 322, 321, & 320; Install new drywall framing, sheetrock, and finish, approximately 9'.						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.01

Work Order Title: Pompano Beach City Hall 3rd Floor Phase 1 & 1A Renovation Supplemental

JOC Mod. #006 - Miscellaneous Drywall, Framing, & Acoustical Ceiling

104	09 29 00 00 0006	SF	5/8" Gypsum Board						\$178.21
				Quantity		Unit Price		Factor	Total
			Installation	208.00	x	0.75	x	1.1424	= 178.21
			Conference room area, add chase wall to exterior wall, existing wall has recess's. Frame & drywall approximately 26'x8'						
105	09 29 00 00 0006	SF	5/8" Gypsum Board						\$73.94
				Quantity		Unit Price		Factor	Total
			Installation	64.00	x	0.75	x	1.1424	= 54.84
			Demolition	76.00	x	0.22	x	1.1424	= 19.10
			RL38 - added 4' of soffit and 6' of framing and drywall to close in area around old columns in new conference room.						
106	09 29 00 00 0006 0045	MOD	For Horizontal Installation Up To 10' High, Add						\$2.92
				Quantity		Unit Price		Factor	Total
			Installation	16.00	x	0.16	x	1.1424	= 2.92
107	09 29 00 00 0006 0048	MOD	For Up To 128, Add						\$21.20
				Quantity		Unit Price		Factor	Total
			Installation	64.00	x	0.29	x	1.1424	= 21.20
108	09 29 00 00 0006	SF	5/8" Gypsum Board						\$35.46
				Quantity		Unit Price		Factor	Total
			Installation	32.00	x	0.75	x	1.1424	= 27.42
			Demolition	32.00	x	0.22	x	1.1424	= 8.04
			(2) 4' X 4' drywall patching in Chief's offices to facilitate electrical work.						
109	09 29 00 00 0006 0048	MOD	For Up To 128, Add						\$10.60
				Quantity		Unit Price		Factor	Total
			Installation	32.00	x	0.29	x	1.1424	= 10.60
110	09 29 00 00 0006	SF	5/8" Gypsum Board						\$84.22
				Quantity		Unit Price		Factor	Total
			Installation	76.00	x	0.75	x	1.1424	= 65.12
			Demolition	76.00	x	0.22	x	1.1424	= 19.10
			Demo two (2) 24" x 24" drywall columns in new conference room area						
111	09 29 00 00 0006	SF	5/8" Gypsum Board						\$34.27
				Quantity		Unit Price		Factor	Total
			Installation	40.00	x	0.75	x	1.1424	= 34.27
			Install two (2) 17" x 8" columns, framing & drywall to cover existing downspouts in corners of new conference room area.						
112	09 29 00 00 0006	SF	5/8" Gypsum Board						\$48.84
				Quantity		Unit Price		Factor	Total
			Installation	57.00	x	0.75	x	1.1424	= 48.84
			(2) Columns to support and hide pneumatic system equipment and tubing.						
			Drywall framing, drywall, finishing, painting, and support shelf , approximately 12" x 12" - 3 sided columns.						
113	09 29 00 00 0006	SF	5/8" Gypsum Board						\$336.87
				Quantity		Unit Price		Factor	Total
			Installation	304.00	x	0.75	x	1.1424	= 260.47
			Demolition	304.00	x	0.22	x	1.1424	= 76.40
			Remove and replace approximately 16' x 10' of drywall and furring strip, customer computer station wall, intake area; & 16' x 9' of drywall & furring strip along existing wall (bathrooms on other side of wall) to accommodate new outlets & data						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.01

Work Order Title: Pompano Beach City Hall 3rd Floor Phase 1 & 1A Renovation Supplemental

JOC Mod. #006 - Miscellaneous Drywall, Framing, & Acoustical Ceiling

114	09 29 00 00 0006	SF	5/8" Gypsum Board						\$33.24
			Installation	Quantity	Unit Price	Factor	=	Total	
				30.00	0.75	1.1424		25.70	
			Demolition	30.00	0.22	1.1424		7.54	
			Remove and Replace approximately 15'x 2' of drywall entry area of intake, existing wall had clean-out covers						
115	09 29 00 00 0050	SF	Tape, Spackle And Finish Gypsum Board Walls Up To 10' High						\$10.28
			Installation	Quantity	Unit Price	Factor	=	Total	
				30.00	0.30	1.1424		10.28	
			Remove and Replace approximately 15'x 2' of drywall entry area of intake, existing wall had clean-out covers						
116	09 29 00 00 0050	SF	Tape, Spackle And Finish Gypsum Board Walls Up To 10' High						\$311.88
			Installation	Quantity	Unit Price	Factor	=	Total	
				910.00	0.30	1.1424		311.88	
			RL51 chiefs office's, rooms 323, 322, 321, & 320; Install new drywall framing, sheetrock, and finish, approximately 9'.						
117	09 29 00 00 0050	SF	Tape, Spackle And Finish Gypsum Board Walls Up To 10' High						\$19.54
			Installation	Quantity	Unit Price	Factor	=	Total	
				57.00	0.30	1.1424		19.54	
			(2) Columns to support and hide pneumatic system equipment and tubing.						
			Drywall framing, drywall, finishing, painting, and support shelf , approximately 12" x 12" - 3 sided columns.						
118	09 29 00 00 0050	SF	Tape, Spackle And Finish Gypsum Board Walls Up To 10' High						\$21.93
			Installation	Quantity	Unit Price	Factor	=	Total	
				64.00	0.30	1.1424		21.93	
			RL38 - added 4' of soffit and 6' of framing and drywall to close in area around old columns in new conference room.						
119	09 29 00 00 0050 0039	MOD	For Up To 128, Add						\$8.04
			Installation	Quantity	Unit Price	Factor	=	Total	
				64.00	0.11	1.1424		8.04	
120	09 29 00 00 0050	SF	Tape, Spackle And Finish Gypsum Board Walls Up To 10' High						\$10.97
			Installation	Quantity	Unit Price	Factor	=	Total	
				32.00	0.30	1.1424		10.97	
			(2) 4' X 4' drywall patching in Chief's offices to facilitate electrical work.						
121	09 29 00 00 0050	SF	Tape, Spackle And Finish Gypsum Board Walls Up To 10' High						\$155.59
			Installation	Quantity	Unit Price	Factor	=	Total	
				454.00	0.30	1.1424		155.59	
			RL52 room 324, miguel ' s office - Demo existing 16 x 12 wall, drywall only. Add sound insulation, 16 x 12 Install 5/8" drywall, 16 x 12 Demo drywall and furring 17 x 3 7 x 9.5 Install new furring, insulation, and drywall 17 x 3 7 x 9.5						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.01

Work Order Title: Pompano Beach City Hall 3rd Floor Phase 1 & 1A Renovation Supplemental

JOC Mod. #006 - Miscellaneous Drywall, Framing, & Acoustical Ceiling

122	09 29 00 00 0050	SF	Tape, Spackle And Finish Gypsum Board Walls Up To 10' High						\$41.81
			Installation	Quantity	Unit Price	Factor	=	Total	
				122.00	0.30	1.1424		41.81	
			RL71 phase 1A, room 324 lamination of walls:Laminated over wall paper: 1/4" drywall 27' x 2' 8' x 8.5' 122 sf						
123	09 29 00 00 0050	SF	Tape, Spackle And Finish Gypsum Board Walls Up To 10' High						\$0.34
			Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	0.30	1.1424		0.34	
			laminate 28 lf of wallpaper wall in 1/4" drywall. code compliance						
124	09 29 00 00 0050	SF	Tape, Spackle And Finish Gypsum Board Walls Up To 10' High						\$155.59
			Installation	Quantity	Unit Price	Factor	=	Total	
				454.00	0.30	1.1424		155.59	
			RL52 room 324, miguel ' s office - Demo existing 16 x 12 wall, drywall only. Add sound insulation, 16 x 12 Install 5/8" drywall, 16 x 12 Demo drywall and furring 17 x 3 7 x 9.5 Install new furring, insulation, and drywall 17 x 3 7 x 9.5						
125	09 29 00 00 0050	SF	Tape, Spackle And Finish Gypsum Board Walls Up To 10' High						\$13.71
			Installation	Quantity	Unit Price	Factor	=	Total	
				40.00	0.30	1.1424		13.71	
126	09 29 00 00 0050	SF	Tape, Spackle And Finish Gypsum Board Walls Up To 10' High						\$26.05
			Installation	Quantity	Unit Price	Factor	=	Total	
				76.00	0.30	1.1424		26.05	
			Demo two (2) 24" x 24" drywall columns in new conference room area						
127	09 29 00 00 0050	SF	Tape, Spackle And Finish Gypsum Board Walls Up To 10' High						\$71.29
			Installation	Quantity	Unit Price	Factor	=	Total	
				208.00	0.30	1.1424		71.29	
			Conference room area, add chase wall to exterior wall, existing wall has recess's. Frame & drywall approximately 26'x8'						
128	09 29 00 00 0050	SF	Tape, Spackle And Finish Gypsum Board Walls Up To 10' High						\$180.61
			Installation	Quantity	Unit Price	Factor	=	Total	
				527.00	0.30	1.1424		180.61	
			Laminate 62LF of existing walls with 1/4" drywall, to cover existing wall paper - Room #319 and the SW corner of the intake area.						
129	09 29 00 00 0050	SF	Tape, Spackle And Finish Gypsum Board Walls Up To 10' High						\$104.19
			Installation	Quantity	Unit Price	Factor	=	Total	
				304.00	0.30	1.1424		104.19	
			Remove and replace approximately 16' x 10' of drywall and furring strip, customer computer station wall, intake area; & 16' x 9' of drywall & furring strip along existing wall (bathrooms on other side of wall) to accommodate new outlets & data						
130	09 29 00 00 0068	LF	Corner Bead, Galvanized Metal For Gypsum Board						\$33.13
			Installation	Quantity	Unit Price	Factor	=	Total	
				20.00	1.45	1.1424		33.13	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.01

Work Order Title: Pompano Beach City Hall 3rd Floor Phase 1 & 1A Renovation Supplemental

JOC Mod. #006 - Miscellaneous Drywall, Framing, & Acoustical Ceiling

131	09 29 00 00 0068	LF	Corner Bead, Galvanized Metal For Gypsum Board						\$33.13
		Installation	Quantity	Unit Price	Factor	=	Total		
			20.00	1.45	1.1424		33.13		
			x	x					
			Install two (2) 17" x 8" columns, framing & drywall to cover existing downspouts in corners of new conference room area.						
132	09 53 23 00 0003	SF	T Bar Ceilings Suspension System 2' x 2', Standard 15/16"						\$2,365.34
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,010.00	1.86	1.1424		2,146.11		
		Demolition	1,010.00	0.19	1.1424	=	219.23		
			x	x					
			RL74 phase 1A, ceiling grid: Rm 320 Rm 321 Rm 322 Rm 323 Rm 324						
133	09 53 23 00 0003 0133	MOD	For Individual Room Quantities < 495, AddFor use with projects > 500 SF						\$219.23
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,010.00	0.19	1.1424		219.23		
			x	x					
134	09 81 16 00 0016	SF	3-1/2" Thick, Kraft Faced Sound Attenuation Batt						\$118.44
		Installation	Quantity	Unit Price	Factor	=	Total		
			192.00	0.54	1.1424		118.44		
			x	x					
			RL52 room 324, miguel 's office - Demo existing 16 x 12 wall, drywall only. Add sound insulation, 16 x 12 Install 5/8" drywall, 16 x 12 Demo drywall and furring 17 x 3 7 x 9.5 Install new furring, insulation, and drywall 17 x 3 7 x 9.5						
135	09 91 23 00 0064	SF	Paint Interior Plaster/Drywall, 2 Coats Paint, Brush/Roller Work						\$237.98
		Installation	Quantity	Unit Price	Factor	=	Total		
			372.00	0.56	1.1424		237.98		
			x	x					
			RL50 , code compliance, accent wall 20 x 8.5 = 170 sf , 2 Coats. RL58 - Repaint blue accent wall (intake area), changed from eggshell to flat - 145 Sf. RL56 - (2) Columns to support and hide pneumatic system equipment and tubing - 57 Sf.						
136	09 91 23 00 0064 0294	MOD	For > 100 To 250, Add						\$31.07
		Installation	Quantity	Unit Price	Factor	=	Total		
			170.00	0.16	1.1424		31.07		
			x	x					

Subtotal for JOC Mod. #006 - Miscellaneous Drywall, Framing, & Acoustical Ceiling **\$15,187.02**

JOC Mod. #007 - Doors & Hardware

137	01 56 16 00 0016	EA	Temporary Metal Door And FramePainted with panic hardware, lockset, threshold and smoke seals. Remove after use.						\$258.42
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	226.21	1.1424		258.42		
			x	x					
			RL66 phase 1, conference room temp. door						
138	08 05 13 00 0015	EA	For > 10 SF, Site Installed 20 Gauge Metal Frame For Vision Glass In Door, Add						\$1,596.45
		Installation	Quantity	Unit Price	Factor	=	Total		
			5.00	279.49	1.1424		1,596.45		
			x	x					
			Full Lites for (5) Chief Inspectors doors. 12sf each						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.01
Work Order Title: Pompano Beach City Hall 3rd Floor Phase 1 & 1A Renovation Supplemental

JOC Mod. #007 - Doors & Hardware										
139	08	12	13	13	0022	EA	2'-8" x >7'-2" Through 9' x 4-3/4" Deep Metal Door Frame, 16 Gauge			\$206.26
							Quantity	Unit Price	Factor	Total
						Installation	0.00	x 214.82	x 1.1424	= 0.00
						Demolition	5.00	x 36.11	x 1.1424	= 206.26
RL40 - remove existing 2'8" x 8.0 door and frame, install new 3.0 x 8.0 door and frame, new code compliance office; RL51 chiefs office's, rooms 323, 322, 321, & 320										
140	08	12	13	13	0024	EA	3' x >7'-2" Through 9' x 4-3/4" Deep Metal Door Frame, 16 Gauge			\$1,274.46
							Quantity	Unit Price	Factor	Total
						Installation	5.00	x 223.12	x 1.1424	= 1,274.46
RL40 - remove existing 2'8" x 8.0 door and frame, install new 3.0 x 8.0 door and frame, new code compliance office										
141	08	12	13	13	0024	0073	MOD	For Welded Frames, Add		\$257.04
							Quantity	Unit Price	Factor	Total
						Installation	5.00	x 45.00	x 1.1424	= 257.04
142	08	14	16	00	0128	EA	2'-8" x 7' x 1-3/4" Solid Core, Birch Faced Door			\$24.97
							Quantity	Unit Price	Factor	Total
						Installation	0.00	x 154.42	x 1.1424	= 0.00
						Demolition	1.00	x 21.86	x 1.1424	= 24.97
RL40 - remove existing 2'8" x 8.0 door and frame, install new 3.0 x 8.0 door and frame, new code compliance office										
143	08	14	16	00	0129	EA	3' x 7' x 1-3/4" Solid Core, Birch Faced Door			\$185.33
							Quantity	Unit Price	Factor	Total
						Installation	1.00	x 162.23	x 1.1424	= 185.33
RL40 - remove existing 2'8" x 8.0 door and frame, install new 3.0 x 8.0 door and frame, new code compliance office										
Subtotal for JOC Mod. #007 - Doors & Hardware										\$3,802.93
JOC Mod. #008 - Dumpsters & Storage Containers										
144	01	52	13	00	0024	MO	8' x 8' x 20' Storage Container			\$7,683.10
							Quantity	Unit Price	Factor	Total
						Installation	55.00	x 122.28	x 1.1424	= 7,683.10
RL 7 - Provide one (8' x 8' x 25') on 10/31/14, then additional 2 (total 3) storage pods; RL45 - one (1) additional storage container (8' x 8' x 20') delivered on 12/10/14 for city furniture; RL47 - one (1) additional storage container (8' x 8' x 20') delivered on 12/12/14 for city. Duration anticipated to be until project completion scheduled for September 2015. Total Months for all 5 storage containers to end of July 2015 is 45. Add for 2 addtl months each brings total rental months to 55.										
145	01	52	13	00	0024	0019	MOD	For Delivery, Each Way, Add		\$291.31
							Quantity	Unit Price	Factor	Total
						Installation	3.00	x 85.00	x 1.1424	= 291.31
146	01	74	19	00	0014	EA	30 CY Dumpster (4 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.			\$754.19
							Quantity	Unit Price	Factor	Total
						Installation	1.00	x 660.18	x 1.1424	= 754.19
Additional dumpsters for office supplies/debris										
Subtotal for JOC Mod. #008 - Dumpsters & Storage Containers										\$8,728.60
JOC Mod. #009 - Flooring Additions & Credits										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.01

Work Order Title: Pompano Beach City Hall 3rd Floor Phase 1 & 1A Renovation Supplemental

JOC Mod. #009 - Flooring Additions & Credits

147	01 22 16 00 0003	EA	GSA Schedule Purchases - Contractor Multiplier Applies	Purchases made by the contractor using the GSA Schedule will be reimbursed to the Contractor at the actual cost of the purchase. The adjustment applied to purchases will be the Contractor's applicable, standard or premium, multiplier. The base cost of the purchase is \$1.00, quantity will adjust cost to actual purchase cost, i.e., quantity of 125 = \$125.00 purchase. If there are multiple purchases, each one shall be listed separately with a comment in the "note" block to identify the purchase. A copy of the receipt shall be included with the proposal. Excludes labor and equipment costs for installation.					\$983.61	
		Installation	Quantity	Unit Price	Factor	=	Total			
			861.00	1.00	1.1424		983.61			
			Restocking charge for return of 12"x12" ceramic tile originally approved, ordered and delivered.							
148	03 54 00 00 0005	SF	3/4" Thick Self Leveling Cementitious Underlayment For Floors Including Surface Preparation						\$1,318.19	
		Installation	Quantity	Unit Price	Factor	=	Total			
			317.00	3.64	1.1424		1,318.19			
			Mudset flooring for (1) offices, Bldg Official. Development Director AND Principal Planner to be in Phase 3.							
149	03 54 00 00 0009	SF	1- 3/4" Thick Self Leveling Cementitious Underlayment For Floors Including Surface Preparation						\$1,107.47	
		Installation	Quantity	Unit Price	Factor	=	Total			
			107.00	9.06	1.1424		1,107.47			
			RL75 phase 1A & Phase 2, floor leveling: Rm 319 - 4 x 4 area , removed carpet, patch, install carpet Entry hallway - at expansion joint, 6 x 6 area Cubicle area - leveled a 6 x 6 area Rm 321 - 4 x 4 area, remove carpet, patch, replace carpet. Transition from phase 1 to phase 2 - pull carpet, chip down concrete, patch - 1 x 3							
150	09 30 13 00 0002	SF	8" x 8" And Larger Unmounted Floor Tile	Includes glazed porcelain, unglazed porcelain and glazed ceramic tiles.					-\$3,844.46	
		Installation	Quantity	Unit Price	Factor	=	Total			
			-525.00	6.41	1.1424		-3,844.46			
			Credit for 12x12 tile not used in elevator lobby and hallway.							
151	09 30 13 00 0002	SF	8" x 8" And Larger Unmounted Floor Tile	Includes glazed porcelain, unglazed porcelain and glazed ceramic tiles.					\$727.90	
		Installation	Quantity	Unit Price	Factor	=	Total			
			317.00	2.01	1.1424		727.90			
			Labor only to install flooring							
152	09 30 13 00 0002	SF	8" x 8" And Larger Unmounted Floor Tile	Includes glazed porcelain, unglazed porcelain and glazed ceramic tiles.					\$2,824.36	
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,230.00	2.01	1.1424		2,824.36			
			Tile installation labor for hallway and intake area.							
153	09 30 13 00 0002 0060	MOD	For > 1000, Deduct						-\$281.03	
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,230.00	-0.20	1.1424		-281.03			
154	09 30 13 00 0011	SF	Enc 6 x 36" Engineered Tile by Atlas Concorde Color Note						\$2,788.48	
		Installation	Quantity	Unit Price	Factor	=	Total			
			237.00	11.76	1.1424		2,788.48			
			Enc 6 x 36" Tile Color Note as selected by Director Phase 1A Building Officials Office. Tile to Directors Office and Principal planner to be under Phase 3.							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.01

Work Order Title: Pompano Beach City Hall 3rd Floor Phase 1 & 1A Renovation Supplemental

JOC Mod. #009 - Flooring Additions & Credits

155	09 30 13 00 0012	SF	Avanti 24" x 24" Porcelain Tile - Color Ash						\$7,929.19
			Quantity	Unit Price	Factor		Total		
		Installation	230.00	5.63	1.1424	=	7,929.19		
			Tile selected by Director to replace ceramic tile originally specified for hallway and carpet originally specified for intake area.						
156	09 31 00 00 0001	SF	Thin-Set - Latex Portland Cement Mortar						-\$353.86
			Quantity	Unit Price	Factor		Total		
		Installation	-525.00	0.59	1.1424	=	-353.86		
			Credit for thinset tiling not done in elevator lobby and hallway						
157	09 32 00 00 0002	SF	1-1/4" Minimum Thickness Portland Cement Mortar Setting Bed For commercial floors. Includes 15# felt and wire reinforcement.						\$3,695.55
			Quantity	Unit Price	Factor		Total		
		Installation	1,230.00	2.63	1.1424	=	3,695.55		
			Mudset and diagonal install for elevator lobby, Hallway and public intake side.						
158	09 68 13 00 0003	SY	20 Ounce, Non-Patterned, Nylon Carpet Tile						-\$323.53
			Quantity	Unit Price	Factor		Total		
		Installation	-60.00	4.72	1.1424	=	-323.53		
			Credit for labor for not installing carpet tiles at public side of intake area; carpet squares had already been ordered and delivered when decision made.						
159	09 68 13 00 0007	SY	28 Ounce, Non-Patterned, Nylon Carpet Tile						-\$195.83
			Quantity	Unit Price	Factor		Total		
		Installation	-35.20	4.87	1.1424	=	-195.83		
			Credit for labor for carpet not installed in (3) corner offices. Carpet material had already been ordered						
160	09 72 13 00 0005	SF	3/4" Cork Wall Covering						\$2,670.71
			Quantity	Unit Price	Factor		Total		
		Installation	523.00	4.47	1.1424	=	2,670.71		
			Sound insulation in intake area only.						
161	09 72 13 00 0005	SF	3/4" Cork Wall Covering						\$1,618.77
			Quantity	Unit Price	Factor		Total		
		Installation	317.00	4.47	1.1424	=	1,618.77		
			Task item used for Sound insulation applied to flooring prior to mudset and tile.						

Subtotal for JOC Mod. #009 - Flooring Additions & Credits \$20,665.52

JOC Mod. #010 - Millwork (Wood Base & Door Casing All Phases)

162	06 46 36 00 0697	LF	3/4" x 1-1/2" Custom Shaped Poplar						\$103.52
			Quantity	Unit Price	Factor		Total		
		Installation	46.00	1.97	1.1424	=	103.52		
			RL3 - Use for wood blocking behind door casing per detail - 23 Lf per door.						
			4th floor doors to Tourism Manager & Finance.						
163	06 46 36 00 0699	LF	3/4" x 3-1/2" Custom Shaped Poplar						\$140.31
			Quantity	Unit Price	Factor		Total		
		Installation	46.00	2.67	1.1424	=	140.31		
			RL3 - Provide wood casing around hollow metal frame doors - 23 Lf per door; x 2 sides. Blocking needed behind casing, see CTC #06 46 36 00-0697.						
			4th floor doors to Tourism Manager & Finance.						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.01

Work Order Title: Pompano Beach City Hall 3rd Floor Phase 1 & 1A Renovation Supplemental

JOC Mod. #010 - Millwork (Wood Base & Door Casing All Phases)

164	06 46 36 00 0701	LF	3/4" x 5-1/2" Custom Shaped Poplar						\$8,036.70
			Quantity	Unit Price	Factor	=	Total		
		Installation	2,051.00 x	3.43 x	1.1424	=	8,036.70		
			RL3 - Provide wood baseboard throughout 3rd Floor in lieu of vinyl.						
165	06 46 36 00 0701	LF	3/4" x 5-1/2" Custom Shaped Poplar						\$431.03
			Quantity	Unit Price	Factor	=	Total		
		Installation	110.00 x	3.43 x	1.1424	=	431.03		
			New wood base in 4th floor offices to match newly installed wood base throughout 4th floor.						
166	07 92 00 00 0017	CLF	1/4" x 1/4" Joint, Acrylic/Latex Sealant And Caulking						\$2,525.51
			Quantity	Unit Price	Factor	=	Total		
		Installation	15.78 x	140.14 x	1.1424	=	2,525.51		
			Total linear footage to caulk = 3,155 Lf. This quantity is cut in half to accommodate 1/8" x 1/8" joint to available for section in CTC catalog.						
167	09 65 13 13 0002	LF	4" High 1/8" Vinyl Plastic Base, All Colors						\$40.21
			Quantity	Unit Price	Factor	=	Total		
		Installation	0.00 x	1.72 x	1.1424	=	0.00		
		Demolition	110.00 x	0.32 x	1.1424	=	40.21		
			Demo existing base in 4th floor offices.						
168	09 65 13 13 0007	LF	4" High 1/8" Rubber Base, Group 2 All (Except White)						-\$3,303.72
			Quantity	Unit Price	Factor	=	Total		
		Installation	-2,051.00 x	1.41 x	1.1424	=	-3,303.72		
			Credit 2,051 Lf vinyl base for original work order pac						
169	09 91 23 00 0341	LF	Paint Interior Wood Trim To 6" Wide, 1 Coat Primer						\$1,012.11
			Quantity	Unit Price	Factor	=	Total		
		Installation	3,055.00 x	0.29 x	1.1424	=	1,012.11		
			Paint base and door casing.						
170	09 91 23 00 0343	LF	Paint Interior Wood Trim To 6" Wide, 2 Coats Paint						\$2,342.78
			Quantity	Unit Price	Factor	=	Total		
		Installation	3,155.00 x	0.65 x	1.1424	=	2,342.78		
			Paint base and door casing.						

Subtotal for JOC Mod. #010 - Millwork (Wood Base & Door Casing All Phases)

\$11,328.45

JOC Mod. #011 - Interior Windows

171	01 22 20 00 0006	HR	CarpenterTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.						\$2,049.19
			Quantity	Unit Price	Factor	=	Total		
		Installation	48.00 x	37.37 x	1.1424	=	2,049.19		
			(2) Men 3 days to demo existing drywall and framing to accommodate new windows requested by Director.						
172	08 51 13 00 0116	EA	>15 To 20 SF, 3-1/4" Frame Depth, HC 65, Fixed Aluminum Window (Traco TR-7900)						\$338.96
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	296.71 x	1.1424	=	338.96		
			(1) 15.83 SF window at Room 319						
173	08 51 13 00 0117	EA	>20 To 30 SF, 3-1/4" Frame Depth, HC 65, Fixed Aluminum Window (Traco TR-7900)						\$1,848.08
			Quantity	Unit Price	Factor	=	Total		
		Installation	4.00 x	404.43 x	1.1424	=	1,848.08		
			(1) 23.47SF window at Room 320, 26.50SF at room 321, , 23.47SF at Room 322, 27.30SF at Room 323.						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.01

Work Order Title: Pompano Beach City Hall 3rd Floor Phase 1 & 1A Renovation Supplemental

JOC Mod. #011 - Interior Windows

174	08 51 13 00 0233	EA	>15 To 20 SF Window, Aluminum Window Panning				\$255.32
			Quantity	Unit Price	Factor	Total	
		Installation	1.00 x	223.49 x	1.1424 =	255.31	
175	08 51 13 00 0234	EA	>20 To 30 SF Window, Aluminum Window Panning				\$1,310.70
			Quantity	Unit Price	Factor	Total	
		Installation	4.00 x	286.83 x	1.1424 =	1,310.70	
176	08 81 26 00 0049	SF	1/2" Thick, Laminated Glass With PVB Interlayer, Field Installed Glass				\$2,618.11
			Quantity	Unit Price	Factor	Total	
		Installation	116.57 x	19.66 x	1.1424 =	2,618.11	
			Laminated glazing provides better STC rating than insulated glazing.				
177	08 81 26 00 0049 0033	MOD	For One Piece Heat Strengthened Glass, Add				\$346.24
			Quantity	Unit Price	Factor	Total	
		Installation	116.57 x	2.60 x	1.1424 =	346.24	
178	08 85 00 00 0004	LF	Neoprene Glazing Gasket, 1/2" Glass Tongued Section / Tongued Mullion				\$764.64
			Quantity	Unit Price	Factor	Total	
		Installation	201.00 x	3.33 x	1.1424 =	764.64	
			Required on both sides of glazing.				

Subtotal for JOC Mod. #011 - Interior Windows **\$9,531.24**

JOC Mod. #013 - Intake Signage

179	10 14 23 00 0080	EP	Custom City of Pompano Beach Acrylic Logo Sign				\$2,832.15
			Quantity	Unit Price	Factor	Total	
		Installation	1.00 x	2,832.15 x	1.1424 =	2,832.15	
			City Logo and Custom dimensional letters fabricated from 1/2" Acrylic with brushed silver laminate surface with painted silver edges.				
180	10 14 23 00 0047	EA	2" High Vinyl Letter, Adhesive Backed				\$746.58
			Quantity	Unit Price	Factor	Total	
		Installation	389.00 x	1.68 x	1.1424 =	746.58	
			389 Letters For verbage going on west wall of intake area.				

Subtotal for JOC Mod. #013 - Intake Signage **\$3,678.73**

Proposal Total **\$118,651.01**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **26.74%**



Subcontractor Listing

Date: July 14, 2015

Re: IQC Master Contract #: FL06-022912-SCD
Work Order #: 017475.01
Owner PO #:
Title: Pompano Beach City Hall 3rd Floor Phase 1 & 1A Renovation Supplemental
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$118,651.01

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

#2



Work Order Signature Document

NJPA EZIQC Contract No.: FL06-022912-SCD

New Work Order

Modify an Existing Work Order

Work Order Number.: 017475.02

Work Order Date: 07/14/2015

Work Order Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 2 Supplemental

Owner Name: City of Pompano Beach

Contractor Name: Shiff Construction & Development, Inc.

Contact: Christopher Schlageter

Contact: Kurt Bennett

Phone: 954-786-4022

Phone:

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No FL06-022912-SCD.

Brief Work Order Description:

Pompano Beach City Hall 3rd Floor Renovations Phase 2 Scope of work includes all additional work as requested by Owner in the field. All work is described in proposal.

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:

Will not apply:

Work Order Firm Fixed Price: \$46,819.08

Owner Purchase Order Number:

Approvals

Signature of Owner: [Signature] Date: 7-20-15 Signature of Contractor: [Signature] Date: 7-20-15

Contractor's Price Proposal - Summary

Date: July 14, 2015

Re: IQC Master Contract #: FL06-022912-SCD
Work Order #: 017475.02
Owner PO #:
Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 2 Supplemental
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$46,819.08

JOC Mod. #012 - Quartz Wall Caps	\$2,813.66
JOC Mod. #014 - Addt'l Material For Pnuematic Tubing	\$2,929.43
JOC Mod. #015 - Additional & Remove & Reinstall Breakroom Millwork	\$1,539.80
JOC Mod. #016 - Miscellaneous Drywall & Framing	\$10,212.96
JOC Mod. #017 - Flooring Additions & Credits	\$7,320.58
JOC Mod. #018 - Electrical	\$22,002.65
Proposal Total	\$46,819.08

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 22.45%

Contractor's Price Proposal - Detail

Date: July 14, 2015

Re: IQC Master Contract #: FL06-022912-SCD
 Work Order #: 017475.02
 Owner PO #:
 Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 2 Supplemental
 Contractor: Shiff Construction & Development, Inc.
 Proposal Value: \$46,819.08

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		

JOC Mod. #012 - Quartz Wall Caps

2	36	61	18	0003	EA	Quartz Wall Caps				\$2,813.66
					N/P	Installation	Quantity	Unit Price	Factor	Total
							2.00	185.60	1.872	2,813.66
Custom quartz wall caps installed on top of low partition walls inside Building dpt at request of Director.										

Subtotal for JOC Mod. #012 - Quartz Wall Caps \$2,813.66

JOC Mod. #014 - Addtl Material For Pnuematic Tubing

2	23	35	20	00	0002	LS	Eagle Pneumatic Pneu. Tool System - Additional Material For (2) New Up Send Terminals.			\$2,929.43
							Quantity	Unit Price	Factor	Total
						Installation	1.00	2,457.68	1.872	2,929.43
Additional pneumatic tubing required for proper configuration. Configuration provided by Architect would not work.										

Subtotal for JOC Mod. #014 - Addtl Material For Pnuematic Tubing \$2,929.43

JOC Mod. #015 - Additional & Remove & Reinstall Breakroom

3	66	42	19	00	0009	LS	Break room Millwork (Add Upper Cabinets, Remove & Reinstall Break-room Millwork) (COPB City Hall 3rd Floor)			\$1,539.80
							Quantity	Unit Price	Factor	Total
						Installation	1.00	297.00	1.872	1,539.80

Subtotal for JOC Mod. #015 - Additional & Remove & Reinstall Breakroom \$1,539.80

JOC Mod. #016 - Miscellaneous Drywall & Framing

4	01	22	20	00	0006	HR	CarpenterTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.			\$4,439.91
							Quantity	Unit Price	Factor	Total
						Installation	104.00	37.37	1.1424	4,439.91
48 Man hours - (2) Men 3 days to demo existing drywall and framing to accommodate new windows requested by Director.										
56 Man hours - Allocated various and numerous changes where drywall contractor made crew available to address changes immediately given short notice and to maintain construction schedule.										
5	03	01	30	71	0048	EA	Patch Up To 16 SF Of Verticals Or Overheads, Portland Cement Based Repair Material			\$1,011.10
							Quantity	Unit Price	Factor	Total
						Installation	1.00	885.07	1.1424	1,011.10
Patched existing holes in concrete block wall behind break area, phase 2										
6	06	16	33	00	0013	SF	3/4" Interior BC Plywood Wall SheathingApplied to wall studs.			\$57.03
							Quantity	Unit Price	Factor	Total
						Installation	32.00	1.56	1.1424	57.03

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.02

Work Order Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 2 Supplemental

JOC Mod. #016 - Miscellaneous Drywall & Framing

7	06 46 36 00 0701	LF	3/4" x 5-1/2" Custom Shaped Poplar						\$61.07
			Quantity	Unit Price	Factor	=	Total		
		Installation	18.00 x	3.43 x	1.1424	=	70.53		
		Demolition	-18.00 x	0.46 x	1.1424	=	-9.46		
		Remove and install new baseboard in break room.							
8	09 01 20 00 0014	SF	Cut And Patch Hole In Plaster/Stucco To Match Existing, > 10 SF To 50 SF						\$150.00
			Quantity	Unit Price	Factor	=	Total		
		Installation	26.00 x	5.05 x	1.1424	=	150.00		
		RL 60 - Required for TV backing in room 326.							
		RL 68 - 14 Sf at North Wall.							
9	09 22 13 00 0007	SF	1-1/2", 25 Gauge, Hat Channel, Drywall Furring Channel, Installed On Columns And Beams 16" On Center						\$945.91
			Quantity	Unit Price	Factor	=	Total		
		Installation	240.00 x	2.55 x	1.1424	=	699.15		
		Demolition	240.00 x	0.90 x	1.1424	=	246.76		
		Demo existing drywall and framing on columns in preparation for new framing and drywall.							
10	09 22 16 00 0010	SF	3-5/8" Metal Stud Channel, 16" On Center, 20 Gauge, With Tracks And Runners						\$653.66
			Quantity	Unit Price	Factor	=	Total		
		Installation	296.00 x	1.75 x	1.1424	=	591.76		
		Demolition	126.00 x	0.43 x	1.1424	=	61.90		
		Soffit Repairs: RL 61 - 120 SF. RL 72 - 8.3 Sf in room 323, 17 Sf. in room 324, 7.5 Sf. in break area, 17 Sf. in room 326.							
		RL 70 - Remove 126 Sf. existing framking & drywall and replace with new for break room plumbing							
11	09 29 00 00 0003	SF	1/4" Gypsum Board						\$152.58
			Quantity	Unit Price	Factor	=	Total		
		Installation	252.00 x	0.53 x	1.1424	=	152.58		
		RL 69 - Entry area; laminate 1/4" drywall over wall paper.							
12	09 29 00 00 0006	SF	5/8" Gypsum Board						\$724.72
			Quantity	Unit Price	Factor	=	Total		
		Installation	698.00 x	0.75 x	1.1424	=	598.05		
		Demolition	504.00 x	0.22 x	1.1424	=	126.67		
		Soffit Repairs: RL 61 - 120 SF. RL 72 - 8.3 Sf in room 323, 17 Sf. in room 324, 7.5 Sf. in break area, 17 Sf. in room 326.							
		RL 73 - Column Repairs: Demo and replacement of 240 Sf throughout.							
		Drywall only on west wall (RL 61)							
		RL 68 - Remove 138 Sf. existing drywall and replace with new in order to run electrical/data.							
		RL 70 - Remove 126 Sf. existing framking & drywall and replace with new for break room plumbing							
13	09 29 00 00 0050	SF	Tape, Spackle And Finish Gypsum Board Walls Up To 10' High						\$325.58
			Quantity	Unit Price	Factor	=	Total		
		Installation	950.00 x	0.30 x	1.1424	=	325.58		
14	09 29 00 00 0068	LF	Corner Bead, Galvanized Metal For Gypsum Board						\$49.69
			Quantity	Unit Price	Factor	=	Total		
		Installation	30.00 x	1.45 x	1.1424	=	49.69		
		RL 61 - 30 Lf. soffit repairs.							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.02

Work Order Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 2 Supplemental

JOC Mod. #016 - Miscellaneous Drywall & Framing

15	09 81 16 00 0007	SF	3-1/2" Thick, 2.5 PCF Density, Sound Attenuation Fire Blanket (Thermafiber SAFB)						\$143.12
			Installation	Quantity	Unit Price	Factor	=	Total	
				108.00	1.16	1.1424		143.12	
			RL 62 - Wall type changed from P1 to P5 - provide sound insulation.						
16	09 91 23 00 0062	SF	Paint Interior Plaster/Drywall, 1 Coat Primer, Brush/Roller Work						\$314.73
			Installation	Quantity	Unit Price	Factor	=	Total	
				950.00	0.29	1.1424		314.73	
			Quantity to match CTC #09 29 00 00-0050						
17	09 91 23 00 0064	SF	Paint Interior Plaster/Drywall, 2 Coats Paint, Brush/Roller Work						\$607.76
			Installation	Quantity	Unit Price	Factor	=	Total	
				950.00	0.56	1.1424		607.76	
			Quantity to match CTC #09 29 00 00-0050						
18	10 44 13 00 0040	EA	10-1/2" x 24" x 5-1/2" Inside Dimensions, Semi Recessed Aluminum Fire Extinguisher Cabinet						\$576.09
			Installation	Quantity	Unit Price	Factor	=	Total	
				2.00	252.14	1.1424		576.09	
			Provide 2 additional fire extinguisher cabinets.						

Subtotal for JOC Mod. #016 - Miscellaneous Drywall & Framing \$10,212.96

JOC Mod. #017 - Flooring Additions & Credits

19	03 54 00 00 0005	SF	3/4" Thick Self Leveling Cementitious Underlayment For Floors Including Surface Preparation						\$1,309.88
			Installation	Quantity	Unit Price	Factor	=	Total	
				315.00	3.64	1.1424		1,309.88	
			Mudset flooring for Bldg official office.						
20	09 30 13 00 0002	SF	8" x 8" And Larger Unmounted Floor TileIncludes glazed porcelain, unglazed porcelain and glazed ceramic tiles.						\$124.00
			Installation	Quantity	Unit Price	Factor	=	Total	
				54.00	2.01	1.1424		124.00	
			Labor only for breakroom tile.						
21	09 30 13 00 0002	SF	8" x 8" And Larger Unmounted Floor TileIncludes glazed porcelain, unglazed porcelain and glazed ceramic tiles.						\$723.31
			Installation	Quantity	Unit Price	Factor	=	Total	
				315.00	2.01	1.1424		723.31	
			Labor only to install flooring in Bldg official office.						
22	09 30 13 00 0002	SF	16x36 Engineered Tile, 12x18x3/16" Color No. 65						\$678.56
			Installation	Quantity	Unit Price	Factor	=	Total	
				615.00	1.1032	1.1424		678.56	
			16x36 tile color No. 65 selected by Director of Building Official's office only. Dev Director and Principal planner in Phase 3 supplemental.						
23	09 30 13 00 0002	SF	Avalon 24x24 Porcelain Tile, Color / SK						\$46.11
			Installation	Quantity	Unit Price	Factor	=	Total	
				54.00	0.85	1.1424		46.11	
			Tile to breakroom.						
24	09 32 00 00 0002	SF	1-1/4" Minimum Thickness Portland Cement Mortar Setting BedFor commercial floors. Includes 15# felt and wire reinforcement						\$162.24
			Installation	Quantity	Unit Price	Factor	=	Total	
				54.00	2.63	1.1424		162.24	
			Mudset of break room floor in building dpt.						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.02

Work Order Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 2 Supplemental

JOC Mod. #018 - Electrical

33	26	05	33	13	0290	LF	1/2" EMT Conduit, Mounted Exposed On Flat Wall					\$1,153.14
							Quantity	Unit Price	Factor	=	Total	
						Installation	490.00	2.06	1.1424		1,153.14	
							150 Lf. for north cubicles. 100 Lf. in Cris' office. 240 Lf. in break room 2					
34	26	05	33	13	0290 0237	MOD	For Installation In Metal Stud Wall, Add					\$82.25
							Quantity	Unit Price	Factor	=	Total	
						Installation	400.00	0.18	1.1424		82.25	
35	26	05	33	13	0323	EA	1/2 EMT Compression Coupling					\$162.22
							Quantity	Unit Price	Factor	=	Total	
						Installation	50.00	2.84	1.1424		162.22	
							20 for north cubicles 30 for break room 2					
36	26	05	33	13	0356	EA	1/2" EMT Box Connector, Compression					\$47.98
							Quantity	Unit Price	Factor	=	Total	
						Installation	12.00	3.50	1.1424		47.98	
							6 for north cubicles. 6 for break room 2					
37	26	05	33	16	0225	EA	4" Square Box x 2-1/8" Depth, With Cover, Concealed Outlet Box With 1 Gang Plate					\$226.70
							Quantity	Unit Price	Factor	=	Total	
						Installation	11.00	18.04	1.1424		226.70	
							RL 57 - (2) additional power outlets, as per Miguel in copy room. RL 60 - (4) additional in room 326 RL 80 - (2) additional in copy room RL 103 - (1) additional in room 326, & (2) in inspector's sign-in area					
38	26	09	23	00	0139	EA	1000 SF 360 Degree Coverage, 25 KHZ Ultrasonic, Ceiling Mounted Occupancy Sensor (Watt Stopper W-1000A)					\$901.83
							Quantity	Unit Price	Factor	=	Total	
						Installation	6.00	131.57	1.1424		901.83	
							RL 77 - Addtl Occupancy sensors required throughout.					
39	26	24	16	00	0364	EA	1 Pole, 120/240 Volt, 15-30 A, Branch Circuit Breaker, 10,000 Amp Interrupting Capacity					\$56.30
							Quantity	Unit Price	Factor	=	Total	
						Installation	2.00	24.64	1.1424		56.30	
							RL 79 - Installed 2 additional dedicated circuit outlets 1. 20 amp for refrigerator 2. 20 amp for instant hot					
40	26	27	23	00	0021	EA	Add-On Cover Plate For One Duplex Receptacle					\$243.29
							Quantity	Unit Price	Factor	=	Total	
						Installation	11.00	19.36	1.1424		243.29	
							RL 57 - (2) additional power outlets, as per Miguel in copy room. RL 60 - (4) additional in room 326 RL 80 - (2) additional in copy room RL 103 - (1) additional in room 326, & (2) in inspector's sign-in area					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.02

Work Order Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 2 Supplemental

JOC Mod. #018 - Electrical

41	26 27 26 00 0018	EA	20 A, NEMA 5-20, Duplex Receptacle, 125 V, 1 Phase						\$127.55
			Installation	Quantity	Unit Price	Factor	=	Total	
				11.00	10.15	1.1424		127.55	
			RL 57 - (2) additional power outlets, as per Miguel in copy room. RL 60 - (4) additional in room 326 RL 80 - (2) additional in copy room RL 103 - (1) additional in room 326, & (2) in inspector's sign-in area						
42	26 53 00 00 0004	EA	Single Face, Thermoplastic Housing, LED Exit Sign With Battery Back-Up						-\$2,073.73
			Installation	Quantity	Unit Price	Factor	=	Total	
				-14.00	129.66	1.1424		-2,073.73	
			RL 78 - Credit exit lights from original proposal. To be replaced with edge-lit lights.						
43	26 53 00 00 0005	EA	Double Face, Thermoplastic Housing, LED Exit Sign With Battery Back-Up						-\$740.62
			Installation	Quantity	Unit Price	Factor	=	Total	
				-5.00	129.66	1.1424		-740.62	
			RL 78 - Credit exit lights from original proposal. To be replaced with edge-lit lights.						
44	26 53 00 00 0017	EA	Single Face, Edge-Lit LED Exit Sign With Battery Back-Up						\$3,971.37
			Installation	Quantity	Unit Price	Factor	=	Total	
				14.00	248.31	1.1424		3,971.37	
			RL 78 - Edge lit lights to replace standard lights.						
45	26 53 00 00 0017 0403	MOD	For Green LED Lamps, Add						\$639.74
			Installation	Quantity	Unit Price	Factor	=	Total	
				14.00	40.00	1.1424		639.74	
46	26 53 00 00 0018	EA	Double Face, Edge-Lit LED Exit Sign With Battery Back-Up						\$1,484.95
			Installation	Quantity	Unit Price	Factor	=	Total	
				5.00	259.97	1.1424		1,484.95	
			RL 78 - Edge lit lights to replace standard lights.						
47	26 53 00 00 0018 0403	MOD	For Green LED Lamps, Add						\$228.48
			Installation	Quantity	Unit Price	Factor	=	Total	
				5.00	40.00	1.1424		228.48	
48	27 14 13 16 0338	MLF	4-Pair Solid STP, 24 AWG, Category 5E, Indoor Telecommunications Plenum Cable, Installed Exposed						\$7,481.34
			Installation	Quantity	Unit Price	Factor	=	Total	
				4.70	1,393.36	1.1424		7,481.34	
			450 Lf for intake area 450 Lf for joyce's office 400 Lf. for electronic scanning room. 2,500 Lf for south offices. 900 Lf. for Chris' office.						
49	27 14 43 00 0013	EA	Two Port, Single Gang, Plastic Communication Faceplate With Station ID						\$148.09
			Installation	Quantity	Unit Price	Factor	=	Total	
				29.00	4.47	1.1424		148.09	
			RL 57 - (2) additional data outlets, as per Miguel in copy room. RL 60 - (4) additional in room 326 RL 80 - (2) additional in copy room RL 103 - (2) additional in room 320, 321, 322, 323, & (5) in 324; (2) in inspector's sign & (2) in inspector's cubicles. (6) additional in intake area (4) in other location(s)						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.02

Work Order Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 2 Supplemental

JOC Mod. #018 - Electrical

50	27 14 43 00 0047	EA	Two Port, Surface Mount Plastic Communication Box With Station ID						\$469.12
			Installation	Quantity	Unit Price	Factor	=	Total	
				29.00	14.16	1.1424		469.12	
				x	x				
			RL 57 - (2) additional data outlets, as per Miguel in copy room. RL 60 - (4) additional in room 326 RL 80 - (2) additional in copy room RL 103 - (2) additional in room 320, 321, 322, 323, & (5) in 324; (2) in inspector's sign & (2) in inspector's cubicles. (6) additional in intake area (4) in other location(s)						
51	27 14 43 00 0053	EA	Cat 5E, Snap-In Modular Jack						\$1,030.99
			Installation	Quantity	Unit Price	Factor	=	Total	
				58.00	15.56	1.1424		1,030.99	
				x	x				
			(2) Snap-in modules required for each data outlet.						
52	27 14 43 00 0074	EA	Label Both Ends Of One 4 Pair Cable						\$557.24
			Installation	Quantity	Unit Price	Factor	=	Total	
				58.00	8.41	1.1424		557.24	
				x	x				
53	27 14 43 00 0076	EA	Label two gang face plate (4 labels required)						\$333.95
			Installation	Quantity	Unit Price	Factor	=	Total	
				29.00	10.08	1.1424		333.95	
				x	x				
54	27 16 19 00 0047	EA	25' Category 6 Patch Cables With Boots						\$88.90
			Installation	Quantity	Unit Price	Factor	=	Total	
				3.00	25.94	1.1424		88.90	
				x	x				
			25' Cat 6 cable used in lieu of missing HDMI cable - (2) provided in room 324 & (1) in room 326 as per RL 103						
55	28 31 23 00 0791	EA	Ceiling Mounted High Multi-Candela Horn/Strobe (Siemens SE-HMC-CR)						\$141.42
			Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	123.79	1.1424		141.42	
				x	x				
			RL 81 - Sheet FA-1 shows existing wall mounted strobe, no device existed, installed ceiling mounted strobe						

Subtotal for JOC Mod. #018 - Electrical

\$22,002.65

Proposal Total

\$46,819.08

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 22.45%



Subcontractor Listing

Date: July 14, 2015

Re: IQC Master Contract #: FL06-022912-SCD
Work Order #: 017475.02
Owner PO #:
Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 2 Supplemental
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$46,819.08

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

3



Work Order Signature Document

NJPA EZIQC Contract No.: FL06-022912-SCD

New Work Order Modify an Existing Work Order

Work Order Number.: 017475.03 Work Order Date: 07/14/2015

Work Order Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 3 Supplemental

Owner Name: City of Pompano Beach Contractor Name: Shiff Construction & Development, Inc.

Contact: Christopher Schlageter Contact: Kurt Bennett

Phone: 954-786-4022 Phone:

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No FL06-022912-SCD.

Brief Work Order Description:

Pompano Beach City Hall 3rd Floor Phase 3 Supplemental Scope of work includes all additional work as requested by Owner in the field. All work is described in proposal.

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: Will not apply:

Work Order Firm Fixed Price: \$117,637.97

Owner Purchase Order Number:

Approvals

Owner: [Signature] RB Date: 7-20-15 Contractor: [Signature] Date: 7-20-15

Contractor's Price Proposal - Summary

Date: July 14, 2015

Re: IQC Master Contract #: FL06-022912-SCD
Work Order #: 017475.03
Owner PO #:
Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 3 Supplemental
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$117,637.97

JOC Mod. #019 - Doors & Hardware	\$747.83
JOC Mod. #020 - Interior Windows	\$8,326.23
JOC Mod. #021 - Miscellaneous Drywall & Framing	\$12,086.80
JOC Mod. #022 - Flooring Additions & Credits	\$22,191.49
JOC Mod. #023 - Electrical	\$25,515.69
JOC Mod. #024 - Break Room Doors.	\$4,419.17
JOC Mod. #025 - Panelfold Structural Support	\$8,414.59
JOC Mod. #026 - Break Room Equipment	\$13,921.44
JOC Mod. #027 - Mechanical	\$2,003.07
JOC Mod. #028 - Insta-hot Water Heater & Filters	\$1,952.27
JOC Mod. #029 - Fire Sprinkler	\$1,870.61
JOC Mod. #030 - Paint	\$5,149.35
JOC Mod. #031 - Fire Alarm	\$6,681.72
JOC Mod. #032 - Demo Temp Walls & Furniture/Equipment Relocate	\$4,357.71
Proposal Total	\$117,637.97

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 19.46%

Contractor's Price Proposal - Detail

Date: July 14, 2015

Re: IQC Master Contract #: FL06-022912-SCD
 Work Order #: 017475.03
 Owner PO #:
 Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 3 Supplemental
 Contractor: Shiff Construction & Development, Inc.
 Proposal Value: \$117,637.97

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
JOC Mod. #019 - Doors & Hardware					
1	08 05 13 00 0015		EA	For > 10 SF, Site Installed 20 Gauge Metal Frame For Vision Glass In Door, Add	\$319.29
				Installation	
				Quantity	
				Unit Price	
				Factor	
				Total	
				1.00 x 279.49 x 1.1424 =	319.29
				Full Lites for (1) Code Compliance door. 12sf each	
2	08 12 13 13 0024		EA	3' x >7'-2" Through 9' x 4-3/4" Deep Metal Door Frame, 16 Gauge	\$428.54
				Installation	
				Quantity	
				Unit Price	
				Factor	
				Total	
				1.00 x 223.12 x 1.1424 =	254.89
				Demolition	
				Quantity	
				Unit Price	
				Factor	
				Total	
				4.00 x 38.00 x 1.1424 =	173.64
				Demo existing frame @ opening # 306, replace with new 3'-0" wide frame.	
				Demo temp door to new conference room.	
				Demo (2) temp offices in new conference room	
Subtotal for JOC Mod. #019 - Doors & Hardware					\$747.83
JOC Mod. #020 - Interior Windows					
3	08 51 13 00 0117		EA	>20 To 30 SF, 3-1/4" Frame Depth, HC 65, Fixed Aluminum Window (Traco TR-7900)	\$2,310.10
				Installation	
				Quantity	
				Unit Price	
				Factor	
				Total	
				5.00 x 404.43 x 1.1424 =	2,310.10
				RL 88 - (1) 25.8 SF window at Room 304	
				RL 90 - (1) 28.6 SF window at Room 305	
				RL 93 - (1) 25.4 SF window at Room 310	
				RL 95 - (1) 26 SF window at Room 311	
				RL 96 - (1) 25.6 SF window at Room 312	
4	08 51 13 00 0117 0072		MOD	For Color Anodized Finish, Add	\$131.32
				Installation	
				Quantity	
				Unit Price	
				Factor	
				Total	
				5.00 x 22.99 x 1.1424 =	131.32
5	08 51 13 00 0234		EA	>20 To 30 SF Window, Aluminum Window Panning	\$1,638.37
				Installation	
				Quantity	
				Unit Price	
				Factor	
				Total	
				5.00 x 286.83 x 1.1424 =	1,638.37
6	08 51 13 00 0234 0072		MOD	For Color Anodized Finish, Add	\$70.89
				Installation	
				Quantity	
				Unit Price	
				Factor	
				Total	
				5.00 x 12.41 x 1.1424 =	70.89
7	08 81 26 00 0049		SF	1/2" Thick, Laminated Glass With PVB Interlayer, Field Installed Glass	\$3,018.57
				Installation	
				Quantity	
				Unit Price	
				Factor	
				Total	
				134.40 x 19.66 x 1.1424 =	3,018.57
8	08 81 26 00 0049 0008		MOD	For One Piece Fully Tempered Glass, Add	\$399.20
				Installation	
				Quantity	
				Unit Price	
				Factor	
				Total	
				134.40 x 2.60 x 1.1424 =	399.20

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.03

Work Order Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 3 Supplemental

JOC Mod. #020 - Interior Windows

9	08 81 26 00 0049	0033	MOD	For One Piece Heat Strengthened Glass, Add						\$399.20
				Installation	Quantity	Unit Price	Factor	=	Total	
					134.40	2.60	1.1424	=	399.20	
					x	x				
10	08 81 26 00 0049	0306		For > 50 To 200, Deduct						-\$59.88
				Installation	Quantity	Unit Price	Factor	=	Total	
					134.40	-0.39	1.1424	=	-59.88	
					x	x				
11	08 85 00 00 0004		LF	Neoprene Glazing Gasket, 1/2" Glass Tongued Section / Tongued Mullion						\$418.46
				Installation	Quantity	Unit Price	Factor	=	Total	
					110.00	3.33	1.1424	=	418.46	
					x	x				

Subtotal for JOC Mod. #020 - Interior Windows \$8,326.23

JOC Mod. #021 - Miscellaneous Drywall & Framing

12	01 22 20 00 0006		HR	CarpenterTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.						\$3,073.79	
				Installation	Quantity	Unit Price	Factor	=	Total		
					72.00	37.37	1.1424	=	3,073.79		
					x	x					
				72 Man hours - Allocated various and numerous changes where drywall contractor made crew available to address changes immediately given short notice and to maintain construction schedule.							
13	01 56 16 00 0015		SF	5/8" Gypsum Board On Both Sides, Temporary Stud WallWood studs at 16" O.C., taped and finished, one coat of flat paint. Remove after use.						\$1,098.07	
				Installation	Quantity	Unit Price	Factor	=	Total		
					270.00	3.56	1.1424	=	1,098.07		
					x	x					
				RL87 phase 3, temporary office's for Robin and Jennifer							
14	01 56 16 00 0015	0034	MOD	For Metal Instead Of Wood Studs, Add						\$101.79	
				Installation	Quantity	Unit Price	Factor	=	Total		
					270.00	0.33	1.1424	=	101.79		
					x	x					
15	01 56 16 00 0016		EA	Temporary Metal Door And FramePainted with panic hardware, lockset, threshold and smoke seals. Remove after use.						\$516.84	
				Installation	Quantity	Unit Price	Factor	=	Total		
					2.00	226.21	1.1424	=	516.84		
					x	x					
				RL87 phase 3, temporary office's for Robin and Jennifer							
16	06 11 16 00 0148		LF	2" x 6" Pressure Treated Wood Blocking To Concrete						\$187.49	
				Installation	Quantity	Unit Price	Factor	=	Total		
					44.00	3.73	1.1424	=	187.49		
					x	x					
				Wood blocking need in jambs and headers for new hallway storefront doors.							
17	06 46 36 00 0701		LF	3/4" x 5-1/2" Custom Shaped Poplar						\$78.41	
				Installation	Quantity	Unit Price	Factor	=	Total		
					18.00	3.43	1.1424	=	70.53		
					x	x					
				Demolition	Quantity	Unit Price	Factor	=	Total		
					15.00	0.46	1.1424	=	7.88		
					x	x					
				RL102 phase 3, code compliance - door RL122 - Demo 3' of baseboard & install 6'							
18	07 21 16 00 0019		SF	3-1/2" Thick, Foil Faced, R-11 Fiberglass Flexible Insulation						\$472.50	
				Installation	Quantity	Unit Price	Factor	=	Total		
					470.00	0.75	1.1424	=	402.70		
					x	x					
				Demolition	Quantity	Unit Price	Factor	=	Total		
					470.00	0.13	1.1424	=	69.80		
					x	x					
				RL 92, 93, 94, 95, 96, 107 - Remove 470 Sf. existing foil back insulation and replace with new in order to run electrical/data. Rooms 309, 310, SW Wall, 311, & 312.							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.03

Work Order Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 3 Supplemental

JOC Mod. #021 - Miscellaneous Drywall & Framing

19	09 01 20 00 0003	SF	Cut And Patch Hole In Drywall To Match Existing, >16 SF To 32 SF Per location. See CSI section 09 29 00 00-0001 for "Gypsum Board" repairs > 32 SF.						\$94.04	
			Quantity	Unit Price	Factor	=	Total			
		Installation	24.00 x	3.43 x	1.1424	=	94.04			
			RL112 - Cut in and drywall frame six(6) 2x2 laying light fixtures.							
20	09 22 13 00 0004	SF	1-1/2", 25 Gauge, Hat Channel, Drywall Furring Channel, Installed On Walls 16" On Center						\$157.93	
			Quantity	Unit Price	Factor	=	Total			
		Installation	72.00 x	1.92 x	1.1424	=	157.93			
21	09 22 16 00 0008	SF	1-5/8" Metal Stud Channel, 16" On Center, 20 Gauge, With Tracks And Runners						\$115.15	
			Quantity	Unit Price	Factor	=	Total			
		Installation	72.00 x	1.40 x	1.1424	=	115.15			
			RL 92 - Rm 309							
22	09 22 16 00 0010	SF	3-5/8" Metal Stud Channel, 16" On Center, 20 Gauge, With Tracks And Runners						\$594.05	
			Quantity	Unit Price	Factor	=	Total			
		Installation	248.00 x	1.75 x	1.1424	=	495.80			
		Demolition	200.00 x	0.43 x	1.1424	=	98.25			
			RL113 - Demo 200 Sf. existing drywall ceiling and framing Frame and hang new drywall cove light soffit.							
23	09 22 16 00 0010 0003	MOD	For Soffit, Columns Or Beams > 10' High, Add						\$205.63	
			Quantity	Unit Price	Factor	=	Total			
		Installation	200.00 x	0.90 x	1.1424	=	205.63			
24	09 22 16 00 0010 0009	MOD	For Up To 200, Add						\$109.67	
			Quantity	Unit Price	Factor	=	Total			
		Installation	200.00 x	0.48 x	1.1424	=	109.67			
25	09 29 00 00 0003	SF	1/4" Gypsum Board						\$1,866.37	
			Quantity	Unit Price	Factor	=	Total			
		Installation	3,082.50 x	0.53 x	1.1424	=	1,866.37			
			Drywall lamination: RL92 - 462 Sf in rm 309. RL 94 - 344.5 Sf on SW Wall RL 95 - 6 Sf in rm 311 RL 99 - 288 Sf in room 308 RL 100 - 360 Sf. in room 327 RL106 - 530 Sf lamination phase 3, hall & west wall RL110 - 1,044 Sf of lamination in hallways RL122- Install drywall approximately 48 sf of 1/4" in room 327							
26	09 29 00 00 0003 0037	MOD	For Adhesive Applied Sheets Instead Of Fasteners (Includes Bracing Until Adhesive Is Bonded), Add						\$281.72	
			Quantity	Unit Price	Factor	=	Total			
		Installation	3,082.50 x	0.08 x	1.1424	=	281.72			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.03

Work Order Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 3 Supplemental

JOC Mod. #021 - Miscellaneous Drywall & Framing

27	09 29 00 00 0006	SF	5/8" Gypsum Board						\$1,154.75
			Quantity	Unit Price	Factor	=	Total		
		Installation	1,033.00 x	0.75 x	1.1424	=	885.07		
		Demolition	1,073.00 x	0.22 x	1.1424	=	269.67		
			RL 90 - 12 Sf. in Rm 305 due to electrical.						
			RL 91 - Demo 2 Sf. drywall - Cut in 2 - 12 x12 return air holes in rm. 306.						
			RL 98 - Column Repairs: Demo and replacement of 261 Sf throughout.						
			RL 92, 93, 94, 95, 96 - Remove 450 Sf. existing drywall and replace with new in order to run electrical/data. Rooms 309, 310, SW Wall, 311, & 312. 112 SF New drywall in rm. 309.						
			RI 100 - Remove 81 Sf and install new.						
			RL 102 - 29 Sf.						
			RL107 break room drywall 38 SF						
			RL113 - 200 Sf. new framing and drywall for cove light soffit in elevator lobby.						
			RL122 - Fill openings in room 327 - 48 48 Sf						
28	09 29 00 00 0050	SF	Tape, Spackle And Finish Gypsum Board Walls Up To 10' High						\$1,479.01
			Quantity	Unit Price	Factor	=	Total		
		Installation	4,315.50 x	0.30 x	1.1424	=	1,479.01		
29	09 81 16 00 0007	SF	3-1/2" Thick, 2.5 PCF Density, Sound Attenuation Fire Blanket (Thermafiber SAFB)						\$499.59
			Quantity	Unit Price	Factor	=	Total		
		Installation	377.00 x	1.16 x	1.1424	=	499.59		
			RL87 phase 3, temporary office's for Robin and Jennifer - 17 Lf insulated						
			RI 100 - 81 Sf in room 327..						
			RL107 - Add insulation to wet wall 126 Sf.						

Subtotal for JOC Mod. #021 - Miscellaneous Drywall & Framing \$12,086.80

JOC Mod. #022 - Flooring Additions & Credits

30	01 22 20 00 0015	HR	LaborerTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.						\$198.87
			Quantity	Unit Price	Factor	=	Total		
		Installation	8.00 x	21.76 x	1.1424	=	198.87		
			Man hours required to demo and remove mud set for 175 Sf tile redone in elevator lobby.						
31	01 22 20 00 0017	HR	Marble SetterTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.						\$1,251.70
			Quantity	Unit Price	Factor	=	Total		
		Installation	32.00 x	34.24 x	1.1424	=	1,251.70		
			Man hours required for new tile layout and difficulty.						
32	03 54 00 00 0005	SF	3/4" Thick Self Leveling Cementitious Underlayment For Floors Including Surface Preparation						\$1,197.60
			Quantity	Unit Price	Factor	=	Total		
		Installation	288.00 x	3.64 x	1.1424	=	1,197.60		
			float floor in Jennifer's office due to floor not being level						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.03

Work Order Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 3 Supplemental

JOC Mod. #022 - Flooring Additions & Credits

33	03 54 00 00 0005	SF	3/4" Thick Self Leveling Cementitious Underlayment For Floors Including Surface Preparation						\$299.40
			Installation	Quantity	Unit Price	Factor	=	Total	
				72.00	3.64	1.1424		299.40	
			Level floor areas at tile to carpet transition						
34	09 30 13 00 0002	SF	8" x 8" And Larger Unmounted Floor Tile Includes glazed porcelain, unglazed porcelain and glazed ceramic tiles.						\$2,186.01
			Installation	Quantity	Unit Price	Factor	=	Total	
	X			952.00	2.01	1.1424		2,186.01	
			Labor to install tile in (Development Service Director) & (Principal Planner) & (Break Room)						
35	09 30 13 00 0002	SF	8" x 8" And Larger Unmounted Floor Tile Includes glazed porcelain, unglazed porcelain and glazed ceramic tiles.						\$104.72
			Installation	Quantity	Unit Price	Factor	=	Total	
				0.00	6.41	1.1968		0.00	
			Demolition	Quantity	Unit Price	Factor	=	Total	
				175.00	0.50	1.1968		104.72	
			Demo 175 Sf of new tile installed in lobby due o layout change requested by Owner.						
			Premium factor for work done after-hours/weekend.						
36	09 30 13 00 0011	SF	Etic 6"x36" Engineered Tile by Atlas Concorde Color Noce						\$5,777.39
			Installation	Quantity	Unit Price	Factor	=	Total	
				632.00	7.70	1.1424		5,777.39	
			RL 09 - 267 Sf waste in rm 306 (Development Service Director) & 288 Sf waste in rm 309 (Principal Planner) - Etic 6"x36" Tile, Color Noce as selected by Director.						
37	09 30 13 00 0012	SF	Aventis 24"x24" Porcelain Tile Color Ark						\$2,062.68
			Installation	Quantity	Unit Price	Factor	=	Total	
				320.00	6.45	1.1424		2,062.68	
			RL 08 - Install tile in break room (320 Sf)						
			RL 91 - Install tile 21 x 13 (273 Sf)						
38	09 30 13 00 0012	SF	Aventis 24"x24" Porcelain Tile Color Ark						\$1,128.14
			Installation	Quantity	Unit Price	Factor	=	Total	
				175.00	6.45	1.1424		1,128.14	
			Install additional 175 Sf area of tile due to layout change requested by Owner						
39	09 32 00 00 0002	SF	1-1/4" Minimum Thickness Portland Cement Mortar Setting Bed For commercial floors. Includes 15# felt and wire reinforcement.						\$701.62
			Installation	Quantity	Unit Price	Factor	=	Total	
				175.00	2.63	1.1968		550.83	
			Demolition	Quantity	Unit Price	Factor	=	Total	
				175.00	0.72	1.1968		150.80	
			Demo 175 Sf area of new tile installed due to layout change requested by Owner.						
			Premium factor for work done after-hours/weekend.						
40	09 32 00 00 0002 0052	MOD	For > 50 To 250, Add						\$43.98
			Installation	Quantity	Unit Price	Factor	=	Total	
				175.00	0.21	1.1968		43.98	
41	09 32 00 00 0002	SF	1-1/4" Minimum Thickness Portland Cement Mortar Setting Bed For commercial floors. Includes 15# felt and wire reinforcement.						\$2,860.30
			Installation	Quantity	Unit Price	Factor	=	Total	
				952.00	2.63	1.1424		2,860.30	
42	09 68 13 00 0007	SY	28 Ounce, Non-Patterned, Nylon Carpet Tile						-\$545.22
			Installation	Quantity	Unit Price	Factor	=	Total	
	X			-98.00	4.87	1.1424		-545.22	
			Credit for labor for carpet not installed in (2) corner offices. Carpet material had already been ordered.						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.03

Work Order Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 3 Supplemental

JOC Mod. #022 - Flooring Additions & Credits

43	09 68 13 00 0007	SY	28 Ounce, Non-Patterned, Nylon Carpet Tile						\$62.69
		X	Installation	Quantity	Unit Price	Factor	=	Total	
				8.00	4.87	1.1424		44.51	
		X	Demolition	Quantity	Unit Price	Factor	=	Total	
				8.00	1.99	1.1424		18.19	
			Demo and replace approximately 36 sf x 2 72 total , carpet squares						
44	09 72 13 00 0005	SF	3/4" Cork Wall Covering						\$4,861.41
			Installation	Quantity	Unit Price	Factor	=	Total	
				952.00	4.47	1.1424		4,861.41	
			Task item used for Sound insulation applied to flooring prior to mudset and tile.						

Subtotal for JOC Mod. #022 - Flooring Additions & Credits **\$22,191.49**

JOC Mod. #023 - Electrical

45	01 22 20 00 0010	HR	ElectricianTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.						\$968.98
			Installation	Quantity	Unit Price	Factor	=	Total	
				20.00	42.41	1.1424		968.98	
			Man hours required to relocated circuit and devices for VAV 4,						
46	26 05 19 16 0012	MLF	#12 AWG Cable - Type THHN-THWN, 600 V Copper, Single Solid, Placed In Conduit						\$449.61
			Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	393.57	1.1424		449.61	
47	26 05 19 16 0192	MLF	#12 AWG Cable - Type MC, 3 Conductors, Solid Or Stranded, Galvanized Steel Armor						\$1,116.27
			Installation	Quantity	Unit Price	Factor	=	Total	
				0.45	2,171.40	1.1424		1,116.27	
48	26 05 29 00 0072	EA	1/2", One Hole Steel Conduit Strap						\$77.23
			Installation	Quantity	Unit Price	Factor	=	Total	
				40.00	1.69	1.1424		77.23	
49	26 05 29 00 0073	EA	3/4", One Hole Steel Conduit Strap						\$31.62
			Installation	Quantity	Unit Price	Factor	=	Total	
				16.00	1.73	1.1424		31.62	
50	26 05 33 13 0290	LF	1/2" EMT Conduit, Mounted Exposed On Flat Wall						\$706.00
			Installation	Quantity	Unit Price	Factor	=	Total	
				300.00	2.06	1.1424		706.00	
51	26 05 33 13 0291	LF	3/4" EMT Conduit, Mounted Exposed On Flat Wall						\$226.65
			Installation	Quantity	Unit Price	Factor	=	Total	
				80.00	2.48	1.1424		226.65	
52	26 05 33 13 0323	EA	1/2 EMT Compression Coupling						\$64.89
			Installation	Quantity	Unit Price	Factor	=	Total	
				20.00	2.84	1.1424		64.89	
53	26 05 33 13 0356	EA	1/2" EMT Box Connector, Compression						\$143.94
			Installation	Quantity	Unit Price	Factor	=	Total	
				36.00	3.50	1.1424		143.94	
54	26 05 33 13 0357	EA	3/4" EMT Box Connector, Compression						\$78.96
			Installation	Quantity	Unit Price	Factor	=	Total	
				16.00	4.32	1.1424		78.96	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.03

Work Order Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 3 Supplemental

JOC Mod. #023 - Electrical

55	26 05 33 16 0225	EA	4" Square Box x 2-1/8" Depth, With Cover, Concealed Outlet Box With 1 Gang Plate						\$803.75
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			39.00		18.04		1.1424		803.75
			RL 88 - (1) Addt'l in Rm. 304 RL 89 - (3) Addt'l on NE Wall RL 90 - (1) Addt'l in Rm. 305 RL 91 - (6) Addt'l in Rm. 306 RL 92 - (5) Addt'l in Rm. 309 RL 93 - (2) Addt'l in Rm. 310 RL 94 - (5) Addt'l on SW Wall RL 95 - (1) Addt'l in Rm. 311 RL 96 - (1) Addt'l in Rm. 312 RL 97 - (2) Addt'l in Inspector's Sign-in RL 99 - (2) Addt'l in Rm. 308 RL 111 - (1) Addt'l in Rm. 305; (2) Addt'l in Rm. 310; (1) Addt'l in Admin entry; (4) Addt'l in Breakrooms; (2) Addt'l in Hallway						
56	26 24 16 00 0364	EA	1 Pole, 120/240 Volt, 15-30 A, Branch Circuit Breaker, 10,000 Amp Interrupting Capacity						\$56.30
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			2.00		24.64		1.1424		56.30
			RL 111 - Dedicated circuits required for new insta-hot water heaters at each breakroom sink						
57	26 27 23 00 0021	EA	Add-On Cover Plate For One Duplex Receptacle						\$862.56
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			39.00		19.36		1.1424		862.56
			RL 88 - (1) Addt'l in Rm. 304 RL 89 - (3) Addt'l on NE Wall RL 90 - (1) Addt'l in Rm. 305 RL 91 - (6) Addt'l in Rm. 306 RL 92 - (5) Addt'l in Rm. 309 RL 93 - (2) Addt'l in Rm. 310 RL 94 - (5) Addt'l on SW Wall RL 95 - (1) Addt'l in Rm. 311 RL 96 - (1) Addt'l in Rm. 312 RL 97 - (2) Addt'l in Inspector's Sign-in RL 99 - (2) Addt'l in Rm. 308 RL 111 - (1) Addt'l in Rm. 305; (2) Addt'l in Rm. 310; (1) Addt'l in Admin entry; (4) Addt'l in Breakrooms; (2) Addt'l in Hallway						
58	26 27 26 00 0018	EA	20 A, NEMA 5-20, Duplex Receptacle, 125 V, 1 Phase						\$452.22
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			39.00		10.15		1.1424		452.22
			RL 88 - (1) Addt'l in Rm. 304 RL 89 - (3) Addt'l on NE Wall RL 90 - (1) Addt'l in Rm. 305 RL 91 - (6) Addt'l in Rm. 306 RL 92 - (5) Addt'l in Rm. 309 RL 93 - (2) Addt'l in Rm. 310 RL 94 - (5) Addt'l on SW Wall RL 95 - (1) Addt'l in Rm. 311 RL 96 - (1) Addt'l in Rm. 312 RL 97 - (2) Addt'l in Inspector's Sign-in RL 99 - (2) Addt'l in Rm. 308 RL 111 - (1) Addt'l in Rm. 305; (2) Addt'l in Rm. 310; (1) Addt'l in Admin entry; (4) Addt'l in Breakrooms; (2) Addt'l in Hallway						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.03

Work Order Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 3 Supplemental

JOC Mod. #023 - Electrical

59	26 51 13 00 0269	EA	1 37 Watt LED, 4' Length, Striplight LED Fixture						\$4,154.31
		Installation	Quantity	Unit Price	Factor	=	Total		
			8.00	454.56	1.1424		4,154.31		
			x	x					
			(8) Strip lights required to cover perimeter of soffit cove.						
60	26 51 13 00 0273	EA	2 37 Watt LEDs, 4' Length, Striplight LED Fixture						\$0.00
		Installation	Quantity	Unit Price	Factor	=	Total		
			0.00	880.12	1.1424		0.00		
			x	x					
61	26 51 13 00 0282	EA	50 Watt, 2' x 2', Volumetric, Lay-In/Troffer LED Fixture						\$7,311.91
		Installation	Quantity	Unit Price	Factor	=	Total		
			8.00	800.06	1.1424		7,311.91		
			x	x					
			Install (6) Hallway lighting installed in drywall ceiling (2) in new elevator soffit.						
62	26 51 13 00 0282 0087	MOD	For Drywall Or Plaster Ceilings, Add						\$96.33
		Installation	Quantity	Unit Price	Factor	=	Total		
			8.00	10.54	1.1424		96.33		
			x	x					
63	26 51 13 00 0314	EA	16 Watt, 6" Round, LED, Recessed Fixture Housing						-\$3,771.52
		Installation	Quantity	Unit Price	Factor	=	Total		
			-10.00	330.14	1.1424		-3,771.52		
			x	x					
			Credit hi hat fixtures from original proposal not utilized in elevator lobby or hallway						
64	27 11 19 00 0117	EA	Modular Plate For 3-RJ-45, 4 - "SC" And 1 -"F" Connector						\$136.45
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	59.72	1.1424		136.45		
			x	x					
65	27 14 13 16 0338	MLF	4-Pair Solid STP, 24 AWG, Category 5E, Indoor Telecommunications Plenum Cable, Installed Exposed						\$7,560.93
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.75	1,393.36	1.1424		7,560.93		
			x	x					
			Wire required for addtl telephone/data locations. (2) home runs per location.						
66	27 14 33 16 0012	MLF	RG 6/U Plenum Coaxial, Indoor Telecommunications Cable, Installed Exposed (Belden 82120)						\$1,651.60
		Installation	Quantity	Unit Price	Factor	=	Total		
			0.50	2,891.45	1.1424		1,651.60		
			x	x					
67	27 14 43 00 0013	EA	Two Port, Single Gang, Plastic Communication Faceplate With Station ID						\$127.66
		Installation	Quantity	Unit Price	Factor	=	Total		
			25.00	4.47	1.1424		127.66		
			x	x					
			RL 89 - (3) Addtl on NE Wall RL 90 - (1) Addtl in Rm. 305 RL 91 - (4) Addtl in Rm. 306 RL 92 - (3) Addtl in Rm. 309 RL 94 - (3) Addtl on SW Wall RL 97 - (4) Addtl in Inspector's Sign-in RL 99 - (1) Addtl in Rm. 308 RL 111 - (2) Addtl on SW wall; (1) Addtl on NW wall; (1) Addtl in Admin entry; (1) Addtl in Admin entry; (1) Addtl in Code Compliance; (1) Addtl @ Workstation						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.03

Work Order Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 3 Supplemental

JOC Mod. #023 - Electrical

68	27 14 43 00 0047	EA	Two Port, Surface Mount Plastic Communication Box With Station ID						\$404.41
			Installation	Quantity	Unit Price	Factor	=	Total	
				25.00	14.16	1.1424		404.41	
			RL 89 - (3) Add'l on NE Wall RL 90 - (1) Add'l in Rm. 305 RL 91 - (4) Add'l in Rm. 306 RL 92 - (3) Add'l in Rm. 309 RL 94 - (3) Add'l on SW Wall RL 97 - (4) Add'l in Inspector's Sign-in RL 99 - (1) Add'l in Rm. 308 RL 111 - (2) Add'l on SW wall; (1) Add'l on NW wall; (1) Add'l in Admin entry; (1) Add'l in Admin entry; (1) Add'l in Code Compliance; (1) Add'l @ Workstation						
69	27 14 43 00 0053	EA	Cat 5E, Snap-In Modular Jack						\$888.79
			Installation	Quantity	Unit Price	Factor	=	Total	
				50.00	15.56	1.1424		888.79	
			(2) Snap-in modules required for each data outlet.						
70	27 14 43 00 0063	EA	Coaxial F-Type Coupler, Snap-In Modular Jack includes female to female connection.						\$29.04
			Installation	Quantity	Unit Price	Factor	=	Total	
				2.00	12.71	1.1424		29.04	
71	27 14 43 00 0074	EA	Label Both Ends Of One 4 Pair Cable						\$480.38
			Installation	Quantity	Unit Price	Factor	=	Total	
				50.00	8.41	1.1424		480.38	
72	27 14 43 00 0076	EA	Label two gang face plate (4 labels required)						\$287.88
			Installation	Quantity	Unit Price	Factor	=	Total	
				25.00	10.08	1.1424		287.88	
73	27 16 19 00 0047	EA	25' Category 6 Patch Cables With Boots						\$118.54
			Installation	Quantity	Unit Price	Factor	=	Total	
				4.00	25.94	1.1424		118.54	
			25' Cat 6 cable used in lieu of missing HDMI cable - (1) provided in room 306 & (1) in 309. RL 111 - (1) Add'l HDMI cable provided in 306 & 309.						

Subtotal for JOC Mod. #023 - Electrical \$25,515.69

JOC Mod. #024 - Break Room Doors.

74	08 41 00 00 0004	PR	6' x 7' x 1-3/4" Medium Stile, Aluminum Framed Entrance Doors Including Glazing, Trim And Hardware (Special-Lite SL-14)						\$4,419.17
			Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	3,868.32	1.1424		4,419.17	
			(1) 72"x 84" Double action store front door, white frame with clear 1/4" tempered glass & standard push/pull and key lock.						

Subtotal for JOC Mod. #024 - Break Room Doors. \$4,419.17

JOC Mod. #025 - Panelfold Structural Support

75	05 05 23 00 0196	EA	3/8" Concrete Expansion Anchor						\$1,049.82
			Installation	Quantity	Unit Price	Factor	=	Total	
				168.00	5.47	1.1424		1,049.82	
			(4) Expansion anchors required to secure (36) L3" X 3" X 1/4" with plate to existing structure						
			(4) Expansion anchors required to secure W8 x 18 in (6) locations						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.03

Work Order Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 3 Supplemental

JOC Mod. #025 - Panelfold Structural Support

76	05 05 23 00 0296	LF	3/8" Diameter, Carbon Steel Threaded Rod						\$778.49
			Installation	Quantity	Unit Price	Factor	=	Total	
				385.00	1.77	1.1424		778.49	
			Required in (110) locations to support operable wall panel system. each rod estimated to be an average of 3'-6" long.						
77	05 05 23 00 0347	EA	3/8" Diameter, Carbon Steel Hex Nut						\$227.61
			Installation	Quantity	Unit Price	Factor	=	Total	
				586.00	0.34	1.1424		227.61	
			(4) Needed at each of (110) location to attach threaded rod to metal support in ceiling and to connect to operable panel system track at ceiling level.						
			(2) To connect sway doors to threaded rod in (55) locations.						
			(2) To secure and connect each sway brace to threaded rod.						
78	05 05 23 00 0380	EA	3/8" Inside Diameter, Carbon Steel Flat Washer						\$227.61
			Installation	Quantity	Unit Price	Factor	=	Total	
				586.00	0.34	1.1424		227.61	
			(4) Needed at each of (110) location to attach threaded rod to metal support in ceiling and to connect to operable panel system track at ceiling level.						
			(2) To connect sway doors to threaded rod in (55) locations.						
			(2) To secure and connect each sway brace to threaded rod.						
79	05 05 23 00 0445	EA	< 1/2" Diameter Drill Through Up To 1/4" Steel Plate						\$1,802.02
			Installation	Quantity	Unit Price	Factor	=	Total	
				110.00	14.34	1.1424		1,802.02	
			(110) Holes required to be drilled trough W 8 x 18 and to facilitate installation of threaded rods to support operable partition walls.						
			(24) Holes required to be drilled through base plates welded to W 8 x 18.						
			(72) Holes required to be drilled through base plates welded to angle iron.						
80	05 12 23 00 0107	SF	3/8" Masonry plates, filler plates, sole plates and anchor strap						\$288.15
			Installation	Quantity	Unit Price	Factor	=	Total	
				11.00	22.93	1.1424		288.15	
			(18) 3.5" x 9" x 3/8" thick = 8 Sf - for 3" angle						
			(4) 6" x 9" x 3/8" thick = 3.04 Sf - for W8 x 18 beams						
81	05 12 23 00 0142	LF	1/4" Vertical Fillet Welds, Welded Up						\$577.43
			Installation	Quantity	Unit Price	Factor	=	Total	
				55.00	9.19	1.1424		577.43	
			12" required to weld each leg of angle iron to base plate. 36 base plates total.						
			38" require to weld each end of W8 x 18 to base plates - 6 base plates						
82	05 12 23 00 0406	LF	3" x 3" x 1/4" Angle Iron						\$866.22
			Installation	Quantity	Unit Price	Factor	=	Total	
				75.00	10.11	1.1424		866.22	
			(18) 4'-2" length angle iron required between existing structure to support junior I-Beam wchi will support operable partitions.						
83	05 12 23 00 0411	LF	4" x 4" x 1/4" Angle Iron						\$1,145.37
			Installation	Quantity	Unit Price	Factor	=	Total	
				90.00	11.14	1.1424		1,145.37	
			(18) Sway braces required to connected to threaded rod (w/ nuts and bolts - top and bottom) and attached to underside of concrete structure with tapcons. Each, approximately 5'						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.03
 Work Order Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 3 Supplemental

JOC Mod. #025 - Panelfold Structural Support

84	05 12 23 00 0411	0033	MOD	For Aluminum, Add					\$125.44
				Installation	Quantity	Unit Price	Factor	Total	
					90.00	1.22	1.1424	125.44	
85	05 12 23 00 0472		LF	8" I-Beam (Junior), 18.4# Per LF					\$1,326.43
				Installation	Quantity	Unit Price	Factor	Total	
					63.00	18.43	1.1424	1,326.43	

Junior I-Beam to be suspended from angle iron to support operable partitoin.

Subtotal for JOC Mod. #025 - Panelfold Structural Support \$8,414.59

JOC Mod. #026 - Break Room Equipment

86	11 4 13 00 0012		EA	True Food Service Equipment Refrigerator Reach-in (Model No. TS-49G)					\$4,777.42
				Installation	Quantity	Unit Price	Factor	Total	
					1.00	4,777.42	1.00	4,777.42	

See NPP estimate from Budget Restaurant Supply for further equipment description and warranty information.

Line item labor cost = delivery charge
 Line item material cost = 6% sales tax

87	11 4 13 00 0017		EA	True Food Service Equipment Freezer Reach-in (Model No. T-23FC)					\$4,902.15
				Installation	Quantity	Unit Price	Factor	Total	
					1.00	4,902.15	1.00	4,902.15	

See NPP estimate from Budget Restaurant Supply for further equipment description and warranty information.

Line item labor cost = delivery charge
 Line item material cost = 6% sales tax

88	11 4 13 00 0020		EA	True Food Service Equipment Undercounter Refrigerator Reach-in					\$2,144.73
				Installation	Quantity	Unit Price	Factor	Total	
					1.00	2,144.73	1.00	2,144.73	

See NPP estimate from Budget Restaurant Supply for further equipment description and warranty information.

Line item labor cost = delivery charge
 Line item material cost = 6% sales tax

89	11 4 13 00 0031		EA	Manitowoc Ice Maker with Bin 60 LB/Da. (Model No. GM-30A)					\$2,400.32
				Installation	Quantity	Unit Price	Factor	Total	
					1.00	2,400.32	1.00	2,400.32	

See NPP estimate from Budget Restaurant Supply for further equipment description and warranty information.

Line item labor cost = delivery charge
 Line item material cost = 6% sales tax

Subtotal for JOC Mod. #026 - Break Room Equipment \$13,921.44

JOC Mod. #027 - Mechanical

90	01 22 20 00 0029		HR	Sheet Metal Worker Tasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.					\$877.36
				Installation	Quantity	Unit Price	Factor	Total	
					24.00	32.00	1.1424	877.36	

Man hours required to relocate VAV #4 into room 327 in order for ductwork to split and shared with VAV 5.

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.03

Work Order Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 3 Supplemental

JOC Mod. #027 - Mechanical

91	23 33 46 00 0004	LF	6" Diameter Flexible Duct, Factory Fabricated, Preinsulated				\$131.38
			Quantity	Unit Price	Factor	Total	
		Installation	25.00 x	4.60 x	1.1424 =	131.38	
		RL113 - Install new 6" flex duct in elevator lobby to facilitate new drywall cove light soffit installation.					
92	23 33 46 00 0016	EA	6" Diameter Flexible Duct Collar, Spin-In Type, Sheet Metal, With Damper				\$66.60
			Quantity	Unit Price	Factor	Total	
		Installation	2.00 x	29.15 x	1.1424 =	66.60	
93	23 33 53 00 0009	SF	1" Shop Installed, 3 LB/CF, Fiberglass Duct Liner Board				\$225.74
			Quantity	Unit Price	Factor	Total	
		Installation	0.00 x	4.87 x	1.1424 =	0.00	
		Demolition	152.00 x	1.30 x	1.1424 =	225.74	
		RL113 - Demo existing ductwork above elevator lobby to facilitate new drywall cove light soffit.					
94	23 37 13 00 0037	EA	24" x 24" Ceiling Diffuser, Louver Face, Adjustable Pattern, Surface Mounted, Aluminum Construction With Damper				\$475.73
			Quantity	Unit Price	Factor	Total	
		Installation	3.00 x	121.55 x	1.1424 =	416.58	
		Demolition	3.00 x	17.26 x	1.1424 =	59.15	
		(3) New supply diffusers for elevator lobby and adjacent corridor to match new 3rd floor standard.					
		Demo existing					
95	23 37 13 00 0037 0426	MOD	For Flush Mount, Add				\$44.73
			Quantity	Unit Price	Factor	Total	
		Installation	3.00 x	13.05 x	1.1424 =	44.72	
96	23 37 13 00 0079	EA	24" x 24" Single Deflection Return/Exhaust Register, Aluminum, Opposed Blade Damper, Wall/Ceiling				\$181.53
			Quantity	Unit Price	Factor	Total	
		Installation	1.00 x	151.40 x	1.1424 =	172.96	
		Demolition	1.00 x	7.50 x	1.1424 =	8.57	
		Install (1) return grille in elevator lobby/hallway.					
		Demo existing.					

Subtotal for JOC Mod. #027 - Mechanical **\$2,003.07**

JOC Mod. #028 - Insta-hot Water Heater & Filters

97	22 15 13 00 0090	EA	350 SCFM, 2" Coalescing Filter, 1.0 Micron Filter Rating				\$1,178.18
			Quantity	Unit Price	Factor	Total	
		Installation	2.00 x	515.66 x	1.1424 =	1,178.18	
		Water filters requested to be installed on (2) break room sinks (phase 2 & 3)					
98	22 33 13 16 0003	EA	12 KW, 2.0 GPM, Indoor Mount, Instantaneous, Tankless, Electric Domestic Water Heater (Bosch PowerStar AE12)				\$774.09
			Quantity	Unit Price	Factor	Total	
		Installation	2.00 x	338.80 x	1.1424 =	774.09	
		Insta-hot water heaters requested to be installed on (2) break room sinks (phase 2 & 3)					

Subtotal for JOC Mod. #028 - Insta-hot Water Heater & Filters **\$1,952.27**

JOC Mod. #029 - Fire Sprinkler

99	21 01 10 00 0004	LF	Bleed Existing Lines Of Water				\$743.36
			Quantity	Unit Price	Factor	Total	
		Installation	3,615.00 x	0.18 x	1.1424 =	743.36	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.03

Work Order Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 3 Supplemental

JOC Mod. #029 - Fire Sprinkler

100	21 01 10 00 0005	LF	Refill Existing Lines With Water						\$909.56
			Installation	Quantity	Unit Price	Factor	=	Total	
				3,619.00	0.22	1.1424		909.56	
				x	x				
101	21 13 13 00 0013	EA	Pendant Brass Sprinkler Heads With Escutcheon						\$41.67
			Installation	Quantity	Unit Price	Factor	=	Total	
				0.00	34.42	1.1424		0.00	
				x	x				
			Demolition	Quantity	Unit Price	Factor	=	Total	
				3.00	12.16	1.1424		41.67	
				x	x				
			Demo existing sprinkler heads in elevator lobby/hallway and replace with concealed heads.						
102	21 13 13 00 0020	EA	Concealed Pendent Sprinkler Heads With Concealed Cover Plate						\$163.92
			Installation	Quantity	Unit Price	Factor	=	Total	
				3.00	47.83	1.1424		163.92	
				x	x				
103	21 13 13 00 0020 0001	MOD	For Chrome, Add						\$12.10
			Installation	Quantity	Unit Price	Factor	=	Total	
				3.00	3.53	1.1424		12.10	
				x	x				

Subtotal for JOC Mod. #029 - Fire Sprinkler

\$1,870.61

JOC Mod. #030 - Paint

104	09 91 23 00 0062	SF	Paint Interior Plaster/Drywall, 1 Coat Primer, Brush/Roller Work						\$1,429.71
			Installation	Quantity	Unit Price	Factor	=	Total	
				4,315.50	0.29	1.1424		1,429.71	
				x	x				
			Paint of of additional/.miscellaneous drywall. Quantity to match tape and spackle CTC# 09 29 00 00-0050						
105	09 91 23 00 0064	SF	Paint Interior Plaster/Drywall, 2 Coats Paint, Brush/Roller Work						\$2,760.82
			Installation	Quantity	Unit Price	Factor	=	Total	
				4,315.50	0.56	1.1424		2,760.82	
				x	x				
			Paint of of additional/.miscellaneous drywall. Quantity to match tape and spackle CTC# 09 29 00 00-0050						
106	09 91 23 00 0158	SF	Paint Interior Drywall/Plaster Ceiling, 1 Coat Primer, Brush/Roller Work						\$207.35
			Installation	Quantity	Unit Price	Factor	=	Total	
				550.00	0.33	1.1424		207.35	
				x	x				
			Prime & paint drywall ceiling in elevator lobby and hallway.						
107	09 91 23 00 0160	SF	Paint Interior Drywall/Plaster Ceiling, 2 Coats Paint, Brush/Roller Work						\$370.71
			Installation	Quantity	Unit Price	Factor	=	Total	
				550.00	0.59	1.1424		370.71	
				x	x				
			Prime & paint drywall ceiling in elevator lobby and hallway.						
108	09 91 23 00 0255	EA	Paint Interior Door, Both Faces, 2 Coats Paint, Brush/Roller Work						\$380.76
			Installation	Quantity	Unit Price	Factor	=	Total	
				5.00	66.66	1.1424		380.76	
				x	x				
			Repaint mechanical room doors to match hallway paint color - two(2) 6.0 x 7.0 doors						
			Repaint fire hose cabinet to match door frame color - hallway only						

Subtotal for JOC Mod. #030 - Paint

\$5,149.35

JOC Mod. #031 - Fire Alarm

109	01 22 20 00 0010	HR	ElectricianTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.						\$387.59
			Installation	Quantity	Unit Price	Factor	=	Total	
				8.00	42.41	1.1424		387.59	
				x	x				
			Man hours required to relocate fire alarm conduit to facilitate new drywall cove light soffit.						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.03

Work Order Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 3 Supplemental

JOC Mod. #031 - Fire Alarm

110	01 22 20 00 0048	HR	Investigating Engineer Or Specialty Consultant For special investigatory engineering requirements or other miscellaneous professional services.					\$731.14
		Installation	Quantity	Unit Price	Factor	=	Total	
			8.00	80.00	1.1424		731.14	
			x	x				
								Engineering required to revise shop drawings to show devices for submission to the building department.
111	23 09 23 00 0006	HR	EMCS System Software Programming And Graphics Programming					\$513.85
		Installation	Quantity	Unit Price	Factor	=	Total	
			4.00	112.45	1.1424		513.85	
			x	x				Additional scope required for Siemens to make terminations and connections of additional fire alarm devices.
112	28 05 13 23 0003	CLF	Red Teflon 2-Pair #18 Gauge, Twisted Shielded Solid CU					\$544.72
		Installation	Quantity	Unit Price	Factor	=	Total	
			3.00	158.94	1.1424		544.72	
			x	x				Additional wire required for additional devices.
113	28 05 13 23 0009	CLF	Red Teflon 2-Pair #14 Gauge, Twisted Shielded Solid CU					\$1,503.63
		Installation	Quantity	Unit Price	Factor	=	Total	
			4.50	292.49	1.1424		1,503.63	
			x	x				Additional wire required for additional devices.
114	28 31 23 00 0714	EA	Detector Base (Siemens DB-11)					\$88.88
		Installation	Quantity	Unit Price	Factor	=	Total	
			4.00	19.45	1.1424		88.88	
			x	x				FURNISH ADDITIONAL FIRE ALARM DEVICES SHOWN AS EXISTING BUT ARE ACTUALLY NEW DEVICES.
115	28 31 23 00 0720	EA	Addressable Fireprint Fire Detector (Siemens HFP-11)					\$605.75
		Installation	Quantity	Unit Price	Factor	=	Total	
			4.00	132.56	1.1424		605.75	
			x	x				FURNISH ADDITIONAL FIRE ALARM DEVICES SHOWN AS EXISTING BUT ARE ACTUALLY NEW DEVICES.
116	28 31 23 00 0748	EA	Intelligent Ionization Smoke Detector (Siemens ILI-1)					\$177.47
		Installation	Quantity	Unit Price	Factor	=	Total	
			1.00	155.35	1.1424		177.47	
			x	x				New smoke detector for elevator lobby.
117	28 31 23 00 0755	EA	Detector Base With Relay (Siemens DB-X11RS)					\$75.63
		Installation	Quantity	Unit Price	Factor	=	Total	
			1.00	66.20	1.1424		75.63	
			x	x				New smoke detector base for elevator lobby.
118	28 31 23 00 0763	EA	Gasket For DB-11 (Siemens DB-SEAL)					\$31.62
		Installation	Quantity	Unit Price	Factor	=	Total	
			4.00	6.92	1.1424		31.62	
			x	x				FURNISH ADDITIONAL FIRE ALARM DEVICES SHOWN AS EXISTING BUT ARE ACTUALLY NEW DEVICES.
119	28 31 23 00 0776	EA	Wall Mounted High, Multi-Candela Strobe (Siemens ZR-HMC-R)					\$103.35
		Installation	Quantity	Unit Price	Factor	=	Total	
			1.00	90.47	1.1424		103.35	
			x	x				FURNISH ADDITIONAL FIRE ALARM DEVICES SHOWN AS EXISTING BUT ARE ACTUALLY NEW DEVICES.
120	28 31 23 00 0778	EA	Ceiling Mounted High, Multi-Candela Strobe (Siemens ZR-HMC-CR)					\$723.47
		Installation	Quantity	Unit Price	Factor	=	Total	
			7.00	90.47	1.1424		723.47	
			x	x				FURNISH ADDITIONAL FIRE ALARM DEVICES SHOWN AS EXISTING BUT ARE ACTUALLY NEW DEVICES.
121	28 31 23 00 0796	EA	Ceiling Mounted Low Profile Multi-Candela Horn/Strobe (Siemens SEF-MC-CW)					\$1,194.62
		Installation	Quantity	Unit Price	Factor	=	Total	
			9.00	116.19	1.1424		1,194.62	
			x	x				FURNISH ADDITIONAL FIRE ALARM DEVICES SHOWN AS EXISTING BUT ARE ACTUALLY NEW DEVICES.

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017475.03
Work Order Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 3 Supplemental

Subtotal for JOC Mod. #031 - Fire Alarm **\$6,681.72**

JOC Mod. #032 - Demo Temp Walls & Furniture/Equipment Relocate

122	01 22 20 00 0015	HR	LaborerTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$198.87																								
			<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">Quantity</td> <td style="width: 10%;"></td> <td style="width: 15%; text-align: center;">Unit Price</td> <td style="width: 10%;"></td> <td style="width: 15%; text-align: center;">Factor</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Total</td> </tr> <tr> <td>Installation</td> <td style="text-align: center;">8.00</td> <td style="text-align: center;">x</td> <td style="text-align: center;">21.76</td> <td style="text-align: center;">x</td> <td style="text-align: center;">1.1424</td> <td style="text-align: center;">=</td> <td style="text-align: right;">198.87</td> </tr> </table>		Quantity		Unit Price		Factor		Total	Installation	8.00	x	21.76	x	1.1424	=	198.87									
	Quantity		Unit Price		Factor		Total																					
Installation	8.00	x	21.76	x	1.1424	=	198.87																					
			Man hours to haul away demolished temp walls and doors to new conference room.																									
<hr/>																												
123	01 22 20 00 0015	HR	LaborerTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$795.48																								
			<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">Quantity</td> <td style="width: 10%;"></td> <td style="width: 15%; text-align: center;">Unit Price</td> <td style="width: 10%;"></td> <td style="width: 15%; text-align: center;">Factor</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Total</td> </tr> <tr> <td>Installation</td> <td style="text-align: center;">32.00</td> <td style="text-align: center;">x</td> <td style="text-align: center;">21.76</td> <td style="text-align: center;">x</td> <td style="text-align: center;">1.1424</td> <td style="text-align: center;">=</td> <td style="text-align: right;">795.48</td> </tr> </table>		Quantity		Unit Price		Factor		Total	Installation	32.00	x	21.76	x	1.1424	=	795.48									
	Quantity		Unit Price		Factor		Total																					
Installation	32.00	x	21.76	x	1.1424	=	795.48																					
			2 men, 2 days to relocate miscellaneous furniture and equipment for the city.																									
<hr/>																												
124	01 74 19 00 0014	EA	30 CY Dumpster (4 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$3,016.76																								
			<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">Quantity</td> <td style="width: 10%;"></td> <td style="width: 15%; text-align: center;">Unit Price</td> <td style="width: 10%;"></td> <td style="width: 15%; text-align: center;">Factor</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Total</td> </tr> <tr> <td>Installation</td> <td style="text-align: center;">4.00</td> <td style="text-align: center;">x</td> <td style="text-align: center;">660.18</td> <td style="text-align: center;">x</td> <td style="text-align: center;">1.1424</td> <td style="text-align: center;">=</td> <td style="text-align: right;">3,016.76</td> </tr> </table>		Quantity		Unit Price		Factor		Total	Installation	4.00	x	660.18	x	1.1424	=	3,016.76									
	Quantity		Unit Price		Factor		Total																					
Installation	4.00	x	660.18	x	1.1424	=	3,016.76																					
			Additional dumpster needed for extra drywall, furniture disposal and other.																									
<hr/>																												
125	02 41 19 16 0042	SF	Demo Interior Drywall And Stud Partition Metal/Wood Stud With Drywall 2 Sides	\$268.46																								
			<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">Quantity</td> <td style="width: 10%;"></td> <td style="width: 15%; text-align: center;">Unit Price</td> <td style="width: 10%;"></td> <td style="width: 15%; text-align: center;">Factor</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Total</td> </tr> <tr> <td>Installation</td> <td style="text-align: center;">250.00</td> <td style="text-align: center;">x</td> <td style="text-align: center;">0.94</td> <td style="text-align: center;">x</td> <td style="text-align: center;">1.1424</td> <td style="text-align: center;">=</td> <td style="text-align: right;">268.46</td> </tr> </table>		Quantity		Unit Price		Factor		Total	Installation	250.00	x	0.94	x	1.1424	=	268.46									
	Quantity		Unit Price		Factor		Total																					
Installation	250.00	x	0.94	x	1.1424	=	268.46																					
			Demo temp wall to new conference room originally built for plan reviewers - 42 SF																									
			Demo (2) temp offices in new conference room - 208 Sf																									
<hr/>																												
126	08 14 16 00 0129	EA	3' x 7' x 1-3/4" Solid Core, Birch Faced Door	\$78.14																								
			<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">Quantity</td> <td style="width: 10%;"></td> <td style="width: 15%; text-align: center;">Unit Price</td> <td style="width: 10%;"></td> <td style="width: 15%; text-align: center;">Factor</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Total</td> </tr> <tr> <td>Installation</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">x</td> <td style="text-align: center;">162.23</td> <td style="text-align: center;">x</td> <td style="text-align: center;">1.1424</td> <td style="text-align: center;">=</td> <td style="text-align: center;">0.00</td> </tr> <tr> <td>Demolition</td> <td style="text-align: center;">3.00</td> <td style="text-align: center;">x</td> <td style="text-align: center;">22.80</td> <td style="text-align: center;">x</td> <td style="text-align: center;">1.1424</td> <td style="text-align: center;">=</td> <td style="text-align: right;">78.14</td> </tr> </table>		Quantity		Unit Price		Factor		Total	Installation	0.00	x	162.23	x	1.1424	=	0.00	Demolition	3.00	x	22.80	x	1.1424	=	78.14	
	Quantity		Unit Price		Factor		Total																					
Installation	0.00	x	162.23	x	1.1424	=	0.00																					
Demolition	3.00	x	22.80	x	1.1424	=	78.14																					
			Demo temp door to new conference room.																									
			Demo (2) temp offices in new conference room																									

Subtotal for JOC Mod. #032 - Demo Temp Walls & Furniture/Equipment Relocate **\$4,357.71**

Proposal Total **\$117,637.97**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **19.46%**



Subcontractor Listing

Date: July 14, 2015
Re: IQC Master Contract #: FL06-022912-SCD
Work Order #: 017475.03
Owner PO #:
Title: Pompano Beach City Hall 3rd Floor Office Renovation Phase 3 Supplemental
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$117,637.97

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

4



Work Order Signature Document

NJPA EZIQC Contract No.: FL06-022912-SCD

New Work Order Modify an Existing Work Order

Work Order Number.: 017476.01 Work Order Date: 2/25/2015

Work Order Title: Pompano Beach Public Works Department & Engineering Division Supplemental

Owner Name: City of Pompano Beach Contractor Name: Shiff Construction & Development, Inc.

Contact: Robert McCaughan Contact: Kurt Bennett

Phone: 954-786-4097 Phone:

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No FL06-022912-SCD.

Brief Work Order Description:

Perform additional interior and exterior scope of work. @ ENGINEERING OFFICES

Time of Performance Estimated Start Date: 01/13/2015 Estimated Completion Date: 02/02/2015

Liquidated Damages Will apply: Will not apply:

Work Order Firm Fixed Price: \$30,560.11

Owner Purchase Order Number:

Approvals

Owner Signature: [Signature] Date: RB 7-20-15

Contractor Signature: [Signature] Date: 7-20-15

Detailed Scope of Work

To: Justen Shiff
Shiff Construction & Development, Inc.
3201 N. Federal Highway
Fort Lauderdale, FL 33306
954-524-2575

From: Robert McCaughan
City of Pompano Beach
100 W ATLANTIC BLVD
POMPANO BEACH, FL
954-786-4097

Date Printed: February 25, 2015

Work Order Number: 017476.01

Work Order Title: Pompano Beach Public Works Department & Engineering Division Supplemental

Brief Scope: Perform additional interior and exterior scope of work.

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Engineering Supplemental Scope of Work

Provide and install additional work as requested by Owner during renovation of Engineering Department Building including replacement of acoustical ceiling panels, additional IT work, additional door release buttons for new storefront entrance, new bathroom hardware, replacement of existing exhaust fans in bathrooms, replacement of floor drains in bathrooms, painting of break room and open office 103, replace garbage disposal in break room, relocate modular furniture for Owner, provide additional electrical and data ports in conference rooms 1, 3, open office 103, and other rooms, remove and install new drywall work due to existing water damage and other site conditions, provide additional dumpsters to accommodate removal of owner furniture

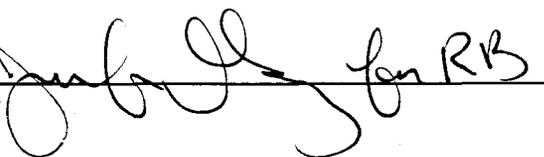
Contractor



Date

7-20-15

Owner



Date

7-20-15

Contractor's Price Proposal - Summary

Date: February 25, 2015

Re: IQC Master Contract #: FL06-022912-SCD
Work Order #: 017476.01
Owner PO #:
Title: Pompano Beach Public Works Department & Engineering Division Supplemental
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$30,560.11

Ceilings	\$4,783.55
City Hall Access Control	\$6,108.16
Door Release	\$1,035.60
Doors & Hardware	\$1,435.84
Drywall & Framing	\$3,172.61
Dumpster	\$2,579.08
Electrical	\$5,005.87
Framing	\$267.14
Furniture	\$1,059.28
IT Door Access Control	\$2,555.47
Mechanical	\$470.12
Painting	\$756.44
Plumbing	\$1,065.38
Waterproofing	\$265.57
Proposal Total	\$30,560.11

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: February 25, 2015

Re: IQC Master Contract #: FL06-022912-SCD
 Work Order #: 017476.01
 Owner PO #:
 Title: Pompano Beach Public Works Department & Engineering Division Supplemental
 Contractor: Schiff Construction & Development, Inc.
 Proposal Value: \$30,560.11

Sect.	Item	Mod.	UOM	Description	Line Total					
Labor	Equip.	Material	(Excludes)							
Ceilings										
1	09 51 13 00 0018		SF	2' x 2' x 3/4" Mineral Fiber Acoustical Ceiling Panels	\$3,662.72					
				Quantity	Unit Price	Factor	=	Total		
			Installation	1,752.00	x	1.61	x	1.1424	=	3,222.39
			Demolition	1,752.00	x	0.22	x	1.1424	=	440.33
2	09 51 13 00 0038		SF	Remove And Reinstall Acoustical Ceiling Tile And Grid, 2' x 2' Or 2' x 4'	\$1,120.83					
				Quantity	Unit Price	Factor	=	Total		
			Installation	1,752.00	x	0.56	x	1.1424	=	1,120.83
			Remove and re-install 1,752 Sf total including break room, conference room 1 & 2, & lobby.							
Subtotal for Ceilings					\$4,783.55					
City Hall Access Control										
3	01 22 20 00 0010		HR	ElectricianTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$290.70					
				Quantity	Unit Price	Factor	=	Total		
			Installation	6.00	x	42.41	x	1.1424	=	290.70
			Additional access control requested for doors into electrical room on 1st and 3rd floor of electrical room.							
4	08 42 29 33 0007		EA	Overhead Active Infrared Presence Detector For Door Operators (MS Sedco DH97)Includes wiring harness and relays.	\$740.28					
				Quantity	Unit Price	Factor	=	Total		
			Installation	2.00	x	324.00	x	1.1424	=	740.28
			Additional access control requested for doors into electrical room on 1st and 3rd floor of electrical room.							
5	08 71 16 00 2124		EA	Power Supply For Chexit Or Electric Latch Devices4A@12VDC 2A@24VDC.	\$1,093.73					
				Quantity	Unit Price	Factor	=	Total		
			Installation	2.00	x	478.70	x	1.1424	=	1,093.73
			Additional access control requested for doors into electrical room on 1st and 3rd floor of electrical room.							
6	08 71 16 00 2259		EA	Stainless Steel Body Electric Strike (Von Duprin 6215)	\$1,052.40					
				Quantity	Unit Price	Factor	=	Total		
			Installation	2.00	x	460.61	x	1.1424	=	1,052.40
			Additional access control requested for doors into electrical room on 1st and 3rd floor of electrical room.							
7	26 05 29 00 0073		EA	3/4", One Hole Steel Conduit Strap	\$7.91					
				Quantity	Unit Price	Factor	=	Total		
			Installation	4.00	x	1.73	x	1.1424	=	7.91
			Additional access control requested for doors into electrical room on 1st and 3rd floor of electrical room.							
8	26 05 33 13 0291		LF	3/4" EMT Conduit, Mounted Exposed On Flat Wall	\$56.66					
				Quantity	Unit Price	Factor	=	Total		
			Installation	20.00	x	2.48	x	1.1424	=	56.66
			Additional access control requested for doors into electrical room on 1st and 3rd floor of electrical room.							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017476.01

Work Order Title: Pompano Beach Public Works Department & Engineering Division Supplemental

City Hall Access Control

9	26	05	33	13	0324	EA	3/4" EMT Compression Coupling					\$14.39
							Installation	Quantity	Unit Price	Factor	Total	
								4.00	3.15	1.1424	14.39	
							Additional access control requested for doors into electrical room on 1st and 3rd floor of electrical room.					
10	26	05	33	13	0357	EA	3/4" EMT Box Connector, Compression					\$9.87
							Installation	Quantity	Unit Price	Factor	Total	
								2.00	4.32	1.1424	9.87	
							Additional access control requested for doors into electrical room on 1st and 3rd floor of electrical room.					
11	26	05	33	16	0227	EA	4-11/16" Junction Box, Plaster Ring And Cover Plate (Computer)					\$51.96
							Installation	Quantity	Unit Price	Factor	Total	
								2.00	22.74	1.1424	51.96	
							Additional access control requested for doors into electrical room on 1st and 3rd floor of electrical room.					
12	27	14	13	16	0149	MLF	6 Pair #20 AWG, Solid, Low Voltage, Placed In Conduit, Plenum Rated					\$742.90
							Installation	Quantity	Unit Price	Factor	Total	
								0.25	2,601.18	1.1424	742.90	
							Additional access control requested for doors into electrical room on 1st and 3rd floor of electrical room.					
13	27	14	13	16	0150	MLF	8 Pair #20 AWG, Solid, Low Voltage, Placed In Conduit, Plenum Rated					\$833.51
							Installation	Quantity	Unit Price	Factor	Total	
								0.25	2,918.45	1.1424	833.51	
							Additional access control requested for doors into electrical room on 1st and 3rd floor of electrical room.					
14	28	13	33	16	0005	EA	Exit Push Button, Push Button Controls, Interior Stand Alone Access Controls mount into a single gang electrical box. Excludes electrical box.					\$144.13
							Installation	Quantity	Unit Price	Factor	Total	
								2.00	63.08	1.1424	144.13	
							Additional access control requested for doors into electrical room on 1st and 3rd floor of electrical room.					
15	28	13	33	16	0111	EA	Up To 5" Read Range, 5-16 VDC, HID Proximity Card Reader, Wiegand Output Access Controls (HID MiniProx)For mullion mounting. (HID P/N 5365).					\$722.43
							Installation	Quantity	Unit Price	Factor	Total	
								2.00	316.19	1.1424	722.43	
							Additional access control requested for doors into electrical room on 1st and 3rd floor of electrical room.					
16	28	13	33	16	0156	EA	Recessed Contact For Steel Doors, Door Monitor Switch (Sentrol 1078C)					\$167.89
							Installation	Quantity	Unit Price	Factor	Total	
								4.00	36.74	1.1424	167.89	
							Additional access control requested for doors into electrical room on 1st and 3rd floor of electrical room.					
17	28	13	33	16	0159	EA	Door Strike Relay (Altronix RBSN-TTL)					\$76.15
							Installation	Quantity	Unit Price	Factor	Total	
								2.00	33.33	1.1424	76.15	
							Additional access control requested for doors into electrical room on 1st and 3rd floor of electrical room.					
18	28	31	23	00	0104	EA	Control Relay Module (One Gang Standard Mount) (EST3 SIGA-CR)Select for either N.O. or N.C. operation. Rated at 2 amps (24Vdc).					\$103.26
							Installation	Quantity	Unit Price	Factor	Total	
								1.00	90.39	1.1424	103.26	
							Required to be installed on fire alarm panel					

Subtotal for City Hall Access Control

\$6,108.16

Door Release

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017476.01

Work Order Title: Pompano Beach Public Works Department & Engineering Division Supplemental

Door Release

19	27 14 13 16 0149	MLF	6 Pair #20 AWG, Solid, Low Voltage, Placed In Conduit, Plenum Rated						\$891.48
			Installation	Quantity	Unit Price	Factor	=	Total	
				0.30	2,601.18	1.1424		891.48	
			Approximately 150 lf required for each additional door release button to be routed back to control panel located in IT Room						
20	28 13 33 16 0005	EA	Exit Push Button, Push Button Controls, Interior Stand Alone Access						\$144.13
			Installation	Quantity	Unit Price	Factor	=	Total	
				2.00	63.08	1.1424		144.13	
			ControlsControls mount into a single gang electrical box. Excludes electrical box.						
			Additional door release push buttons required in Open Office 101 to control lobby door #101.						

Subtotal for Door Release

\$1,035.60

Doors & Hardware

21	08 12 13 13 0041	EA	3' x 6'-8" Through 7'-2" x 5-3/4" Deep Metal Door Frame, 16 Gauge						\$298.30
			Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	223.12	1.1424		254.89	
			Demolition	Quantity	Unit Price	Factor	=	Total	
				1.00	38.00	1.1424		43.41	
			New door and hardware requested for women's toilet 101.						
22	08 12 13 13 0041 0073	MOD	For Welded Frames, Add						\$51.41
			Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	45.00	1.1424		51.41	
23	08 14 16 00 0129	EA	3' x 7' x 1-3/4" Solid Core, Birch Faced Door						\$211.38
			Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	162.23	1.1424		185.33	
			Demolition	Quantity	Unit Price	Factor	=	Total	
				1.00	22.80	1.1424		26.05	
			New door and hardware requested for women's toilet 101.						
24	08 36 13 00 0161	EA	Cylinder Lock						\$179.81
			Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	157.40	1.1424		179.81	
			New door and hardware requested for women's toilet 101.						
25	08 71 16 00 0037	PR	4-1/2" x 4-1/2", Standard Duty, Full Mortise, Ball Bearing, Wrought Steel Hinge						\$92.65
			Installation	Quantity	Unit Price	Factor	=	Total	
				1.50	49.89	1.1424		85.49	
			Demolition	Quantity	Unit Price	Factor	=	Total	
				1.50	4.18	1.1424		7.16	
			New door and hardware requested for women's toilet 101.						
26	08 71 16 00 0037 0230	MOD	For Extra Heavy Duty, Add						\$19.31
			Installation	Quantity	Unit Price	Factor	=	Total	
				1.50	11.27	1.1424		19.31	
27	08 71 16 00 0534	EA	2-1/2" Base Diameter, Convex Or Concave Rubber Insert, Satin Nickel Finish, Cast Brass Wall Bumper (Ives WS401/402)						\$24.22
			Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	21.20	1.1424		24.22	
			New door and hardware requested for women's toilet 101.						
28	08 71 16 00 2165	EA	Replace Cylinder With New Cylinder						\$62.51
			Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	54.72	1.1424		62.51	
			New door and hardware requested for women's toilet 101.						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017476.01

Work Order Title: Pompano Beach Public Works Department & Engineering Division Supplemental

Doors & Hardware

29	08 71 16 00 2171	EA	Entrance/Office F04 Mortise Lockset Locked with key outside and thumb knob inside.						\$380.94
				Quantity	Unit Price	Factor	=	Total	
		Installation		1.00 x	323.96 x	1.1424	=	370.09	
		Demolition		1.00 x	9.50 x	1.1424	=	10.85	
			New door and hardware requested for women's toilet 101.						
30	08 71 16 00 2171 0295	MOD	For Satin Stainless Steel, US 32D (BHMA 630), Add						\$115.31
				Quantity	Unit Price	Factor	=	Total	
		Installation		1.00 x	100.94 x	1.1424	=	115.31	

Subtotal for Doors & Hardware

\$1,435.84

Drywall & Framing

31	07 21 16 00 0013	SF	3-1/2" Thick, Unfaced, R-15 Fiberglass Flexible Insulation						\$89.66
				Quantity	Unit Price	Factor	=	Total	
		Installation		72.00 x	0.96 x	1.1424	=	78.96	
		Demolition		72.00 x	0.13 x	1.1424	=	10.69	
			72 Sf. required to be replaced due to water damage/ exploration done at north wall in open office 112.						
32	09 22 16 00 0002	SF	1-5/8" Metal Stud Channel, 16" On Center, 25 Gauge Cold Roll, With Tracks And Runners						\$823.03
				Quantity	Unit Price	Factor	=	Total	
		Installation		581.00 x	1.24 x	1.1424	=	823.03	
			New framing and drywall required for south wall with new windows due to support channels installation.						
			Office 103, due to width of C channel to reinforce windows, we needed to remove drywall and furring and install 1-5/8" framing and all new drywall approx 302SF. 6/27/14						
33	09 29 00 00 0003	SF	1/4" Gypsum Board						\$849.48
				Quantity	Unit Price	Factor	=	Total	
		Installation		1,403.00 x	0.53 x	1.1424	=	849.48	
			1,403 Sf. Required to be overlaid over existing drywall/finishes - office 102, lobby, conference room 1 & 2.						
			Add 1/4" drywall in office 115 from removal of wall paper- Jul 22, 2014						
34	09 29 00 00 0003 0037	MOD	For Adhesive Applied Sheets Instead Of Fasteners (Includes Bracing Until Adhesive Is Bonded), Add						\$128.22
				Quantity	Unit Price	Factor	=	Total	
		Installation		1,403.00 x	0.08 x	1.1424	=	128.22	
35	09 29 00 00 0006	SF	5/8" Gypsum Board						\$577.59
				Quantity	Unit Price	Factor	=	Total	
		Installation		653.00 x	0.75 x	1.1424	=	559.49	
		Demolition		72.00 x	0.22 x	1.1424	=	18.10	
			581 Sf. New framing and drywall required for south wall with new windows due to support channels installation; 72 Sf. required to be replaced due to water damage/ exploration done at north wall in open office 112.						
36	09 29 00 00 0050	SF	Tape, Spackle And Finish Gypsum Board Walls Up To 10' High						\$704.63
				Quantity	Unit Price	Factor	=	Total	
		Installation		2,056.00 x	0.30 x	1.1424	=	704.63	
			581 Sf new drywall required for south wall with new windows due to support channels installation; 1,403 Sf. Required to be overlaid over existing drywall/finishes - office 102, lobby, conference room 1 & 2; 72 Sf. required to be replaced due to water damage/ exploration done at north wall in open office 112.						

Subtotal for Drywall & Framing

\$3,172.61

Dumpster

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017476.01

Work Order Title: Pompano Beach Public Works Department & Engineering Division Supplemental

Dumpster

37	01 74 19 00 0013	EA	20 CY Dumpster (3 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						\$2,579.08
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			5.00		451.52		1.1424		2,579.08
Additional 5 dumpsters to accommodate excess furniture disposed by City.									

Subtotal for Dumpster **\$2,579.08**

Electrical

38	01 22 20 00 0010	HR	ElectricianTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.						\$581.39
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			12.00		42.41		1.1424		581.39
Required to remove conduit from window and to cut down and cap other metal conduit in lobby & to relocate conduit above ceiling in corridor 9 to facilitate passage of supply duct to conference room 2.									
39	23 34 16 00 0209	EA	42" 5-Blade Ceiling Fan, Three Speed						\$239.81
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			0.00		286.55		1.1424		0.00
		Demolition	Quantity	x	Unit Price	x	Factor	=	Total
			4.00		52.48		1.1424		239.81
Remove existing ceiling fans									
40	23 34 16 00 0238	EA	210 CFM - 260 SF Max Bathroom Exhaust Fan, 120V 60 Hz, Anodized Aluminum Finish						\$782.61
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			2.00		290.46		1.1424		663.64
		Demolition	Quantity	x	Unit Price	x	Factor	=	Total
			2.00		52.07		1.1424		118.97
New exhaust fans requested for women's toilet 117 and unisex toilet room 118. Remove existing.									
41	26 01 50 52 0271	EA	One Or Two Lamp, 1100-1400 Lumens, Ninety Minute Illumination, Fluorescent Emergency Ballast (Bodine B50)						\$152.00
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			1.00		133.05		1.1424		152.00
Emergency light required in open office 103 not shown on original plans.									
42	26 05 33 16 0015	EA	4" Square Steel Box With Cover, 1-1/2" Deep, Flush Mount						\$71.22
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			3.00		20.78		1.1424		71.22
Receptacle boxes required for new hand dryers in restrooms.									
Addtl electric in baths for hand dryers and GFI's not shown on electrical plan. 7/10/14									
43	26 05 33 16 0015	EA	4" Square Steel Box With Cover, 1-1/2" Deep, Flush Mount						\$36.58
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			2.00		10.68		1.1424		24.40
		Demolition	Quantity	x	Unit Price	x	Factor	=	Total
			2.00		5.33		1.1424		12.18
Remove and relocate receptacles in conference room 1.									
44	26 09 23 00 0342	EA	Remove And Reinstall Surface Mounted Occupancy Sensor/Includes storing and cleaning.						\$132.15
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			4.00		28.92		1.1424		132.15
Remove and re-install (1) each in break room, conference room 1, conference room 2, & open office 112.									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017476.01

Work Order Title: Pompano Beach Public Works Department & Engineering Division Supplemental

Electrical										
45	26	27	26	00	0005	EA	1 Gang, 20 A, NEMA 5-20, Duplex Receptacle Assembly	Includes box, receptacle and cover plate.	\$387.78	
							Quantity	Unit Price	Factor	Total
						Installation	8.00	42.43	1.1424	387.78
							x	x	=	
							(8) Duplex receptacles requested in various locations: break room, open office 101 & 103, & room adjacent to corridor 109.			
46	26	27	26	00	0007	EA	2 Gang, 20 A, NEMA 5-20, Duplex Receptacle Assembly	Includes box, receptacle and cover plate.	\$254.02	
							Quantity	Unit Price	Factor	Total
						Installation	3.00	74.12	1.1424	254.02
							x	x	=	
							Add (2) quad receptacles in open office 103 & (1) in break room.			
47	26	27	26	00	0099	EA	Corrosion Resistant, 15/20 A, 125 V Power Receptacles		\$95.93	
							Quantity	Unit Price	Factor	Total
						Installation	3.00	27.99	1.1424	95.93
							x	x	=	
							Receptacles required for new hand dryers in restrooms.			
							Addtl electric in baths for hand dryers and GFI's not shown on electrical plan. 7/10/14			
48	26	27	26	00	0120	EA	1 Gang, 20 A, 120/277 V, SPST, Switch Assembly	Includes box, switch and cover plate.	\$52.12	
							Quantity	Unit Price	Factor	Total
						Installation	1.00	45.62	1.1424	52.12
							x	x	=	
							(1) Switch required for new garbage disposal.			
49	26	27	26	00	0264	EA	Remove And Reinstall Receptacle, Switch, Outlet Or Special System Device		\$64.18	
							Quantity	Unit Price	Factor	Total
						Installation	2.00	28.09	1.1424	64.18
							x	x	=	
							Remove and relocate receptacles in conference room 1.			
50	26	27	26	00	0265	EA	Remove And Reinstall Receptacle Or Switch Outlet Cover Plate		\$8.13	
							Quantity	Unit Price	Factor	Total
						Installation	2.00	3.56	1.1424	8.13
							x	x	=	
							Remove and relocate receptacles in conference room 1.			
51	26	51	13	00	0288	EA	6" Round, Compact Fluorescent, T Or ICT Recessed Fixture Housing		\$170.58	
							Quantity	Unit Price	Factor	Total
						Installation	2.00	74.66	1.1424	170.58
							x	x	=	
							Recessed fixture requested to be added over copier and door conference room 1.			
52	26	51	13	00	0322	EA	Specular Reflector, Recessed Fixture Trim		\$96.44	
							Quantity	Unit Price	Factor	Total
						Installation	2.00	42.21	1.1424	96.44
							x	x	=	
							Recessed fixture requested to be added over copier and door conference room 1.			
53	26	53	00	00	0004	EA	Single Face, Thermoplastic Housing, LED Exit Sign With Battery Back-Up		\$148.12	
							Quantity	Unit Price	Factor	Total
						Installation	1.00	129.66	1.1424	148.12
							x	x	=	
							Provided above conference room 1 door, not shown on original plans.			
54	27	14	13	16	0337	MLF	4-Pair Solid UTP, 24 AWG, Category 5E, Indoor Telecommunications Plenum Cable, Installed Exposed		\$1,092.13	
							Quantity	Unit Price	Factor	Total
						Installation	1.00	956.00	1.1424	1,092.13
							x	x	=	
							(2) Data/Telephone ports requested to be added in each conference room 1 & 2; open office 103.			
55	27	14	43	00	0013	EA	Two Port, Single Gang, Plastic Communication Faceplate With Station ID		\$30.64	
							Quantity	Unit Price	Factor	Total
						Installation	6.00	4.47	1.1424	30.64
							x	x	=	
							(2) Data/Telephone ports requested to be added in each conference room 1 & 2; open office 103.			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017476.01

Work Order Title: Pompano Beach Public Works Department & Engineering Division Supplemental

Electrical

56	27 14 43 00 0047	EA	Two Port, Surface Mount Plastic Communication Box With Station ID						\$97.06	
		Installation	Quantity	Unit Price	Factor	=	Total			
			6.00	14.16	1.1424		97.06			
			x	x						
			(2) Data/Telephone ports requested to be added in each conference room 1 & 2; open office 103.							
57	27 14 43 00 0053	EA	Cat 5E, Snap-In Modular Jack						\$213.31	
		Installation	Quantity	Unit Price	Factor	=	Total			
			12.00	15.56	1.1424		213.31			
			x	x						
			(2) Data/Telephone ports requested to be added in each conference room 1 & 2; open office 103.							
58	27 14 43 00 0074	EA	Label Both Ends Of One 4 Pair Cable						\$230.58	
		Installation	Quantity	Unit Price	Factor	=	Total			
			24.00	8.41	1.1424		230.58			
			x	x						
			(2) Data/Telephone ports requested to be added in each conference room 1 & 2; open office 103.							
59	27 14 43 00 0076	EA	Label two gang face plate (4 labels required)						\$69.09	
		Installation	Quantity	Unit Price	Factor	=	Total			
			6.00	10.08	1.1424		69.09			
			x	x						
			(2) Data/Telephone ports requested to be added in each conference room 1 & 2; open office 103.							

Subtotal for Electrical **\$5,005.87**

Framing

60	01 22 20 00 0009	HR	Drywall FinisherTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.						\$267.14	
		Installation	Quantity	Unit Price	Factor	=	Total			
			8.00	29.23	1.1424		267.14			
			x	x						
			Required to modify/relocate framing above ceiling in corridor 9 to facilitate passage of new 20" wide supply duct to conference room 2. (2) men 4 hours							

Subtotal for Framing **\$267.14**

Furniture

61	09 68 16 00 0051	EA	Relocate Modular Work Station						\$1,059.28	
		Installation	Quantity	Unit Price	Factor	=	Total			
			12.00	77.27	1.1424		1,059.28			
			x	x						
			Required to remove/relocate and re-install (6) pieces of furniture.							

Subtotal for Furniture **\$1,059.28**

IT Door Access Control

62	01 22 20 00 0010	HR	ElectricianTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.						\$193.80	
		Installation	Quantity	Unit Price	Factor	=	Total			
			4.00	42.41	1.1424		193.80			
			x	x						
63	08 42 29 33 0008	EA	On-door Active Infrared Presence Detector For Door Operator (Stanley Sentrex RS)Includes wiring harness and relays.						\$323.20	
		Installation	Quantity	Unit Price	Factor	=	Total			
			1.00	282.91	1.1424		323.20			
			x	x						
			PIR sensor in door hardware to IT room.							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017476.01

Work Order Title: Pompano Beach Public Works Department & Engineering Division Supplemental

IT Door Access Control

64	08 71 16 00 0037	PR	4-1/2" x 4-1/2", Standard Duty, Full Mortise, Ball Bearing, Wrought Steel Hinge				\$2.39
			Quantity	Unit Price	Factor	Total	
		Installation	0.00 x	49.89 x	1.1424 =	0.00	
		Demolition	0.50 x	4.18 x	1.1424 =	2.39	
		Required to facilitate installation of electrified lever and power transfer hinge on access controlled IT door at the request of PM on 10/13/14					
65	08 71 16 00 0414	EA	6 Wire Concealed Circuit Electric Hinge Option				\$205.92
			Quantity	Unit Price	Factor	Total	
		Installation	1.00 x	180.25 x	1.1424 =	205.92	
		Power transfer hinge required on IT door for new electrified level and access control wiring per the request of PM on 10/13/14.					
66	08 71 16 00 2124	EA	Power Supply For Chexit Or Electric Latch Devices4A@12VDC 2A@24VDC.				\$546.87
			Quantity	Unit Price	Factor	Total	
		Installation	1.00 x	478.70 x	1.1424 =	546.87	
		Power supply required for electrified lever for IT door.					
67	08 71 16 00 2173	EA	Storeroom/Closet F07 Mortise LocksetLocked with key outside. Inside always unlocked. Fixed outside handle.				\$345.64
			Quantity	Unit Price	Factor	Total	
		Installation	1.00 x	302.56 x	1.1424 =	345.64	
		Lever required on IT door for new electrified level and access control wiring per the request of PM on 10/13/14. See CTC #08 71 16 00-2273 to make level electrified.					
68	08 71 16 00 2273	EA	Electrified Cylindrical Lock OptionExcludes the lock. This task is used in conjunction with other locks in the CTC to electrify the lock.				\$105.16
			Quantity	Unit Price	Factor	Total	
		Installation	1.00 x	92.05 x	1.1424 =	105.16	
		Required to provide access controls to IT door at the request of PM on 10/13/14.					
69	27 14 13 16 0149	MLF	6 Pair #20 AWG, Solid, Low Voltage, Placed In Conduit, Plenum Rated				\$148.58
			Quantity	Unit Price	Factor	Total	
		Installation	0.05 x	2,601.18 x	1.1424 =	148.58	
		Required to provide access controls to IT door at the request of PM on 10/13/14.					
70	27 14 13 16 0150	MLF	8 Pair #20 AWG, Solid, Low Voltage, Placed In Conduit, Plenum Rated				\$166.70
			Quantity	Unit Price	Factor	Total	
		Installation	0.05 x	2,918.45 x	1.1424 =	166.70	
		Required to provide access controls to IT door at the request of PM on 10/13/14.					
71	28 13 33 16 0005	EA	Exit Push Button, Push Button Controls, Interior Stand Alone Access ControlsControls mount into a single gang electrical box. Excludes electrical box.				\$72.06
			Quantity	Unit Price	Factor	Total	
		Installation	1.00 x	63.08 x	1.1424 =	72.06	
		Required to provide access controls to IT door at the request of PM on 10/13/14.					
72	28 13 33 16 0111	EA	Up To 5" Read Range, 5-16 VDC, HID Proximity Card Reader, Wiegand Output Access Controls (HID MiniProx)For mullion mounting. (HID P/N 5365).				\$361.22
			Quantity	Unit Price	Factor	Total	
		Installation	1.00 x	316.19 x	1.1424 =	361.22	
		Required to provide access controls to IT door at the request of PM on 10/13/14.					
73	28 13 33 16 0156	EA	Recessed Contact For Steel Doors, Door Monitor Switch (Sentrol 1078C)				\$83.94
			Quantity	Unit Price	Factor	Total	
		Installation	2.00 x	36.74 x	1.1424 =	83.94	
		Required to provide access controls to IT door at the request of PM on 10/13/14.					

Subtotal for IT Door Access Control

\$2,555.47

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017476.01

Work Order Title: Pompano Beach Public Works Department & Engineering Division Supplemental

Mechanical

74	23 34 16 00 0240	EA	300 CFM - 375 SF Max Bathroom Exhaust Fan, 120V 60 Hz, Anodized Aluminum Finish						\$470.12
				Quantity		Unit Price		Factor	Total
		Installation		1.00	x	359.45	x	1.1424	= 410.64
		Demolition		1.00	x	52.07	x	1.1424	= 59.48
New exhaust fan required for men's toilet 121. Remove existing.									

Subtotal for Mechanical **\$470.12**

Painting

75	09 91 23 00 0062	SF	Paint Interior Plaster/Drywall, 1 Coat Primer, Brush/Roller Work						\$258.08
				Quantity		Unit Price		Factor	Total
		Installation		779.00	x	0.29	x	1.1424	= 258.08
Prime 707 Sf of wall area in break room & open office 103; 72 Sf. required to be replaced due to water damage/ exploration done at north wall in open office 112.									
76	09 91 23 00 0064	SF	Paint Interior Plaster/Drywall, 2 Coats Paint, Brush/Roller Work						\$498.36
				Quantity		Unit Price		Factor	Total
		Installation		779.00	x	0.56	x	1.1424	= 498.36
Paint 707 Sf of wall area in break room & open office 103.									

Subtotal for Painting **\$756.44**

Plumbing

77	11 31 13 00 0083	EA	3/4 HP Insulated Garbage Disposal (GE GFC720V)						\$207.75
				Quantity		Unit Price		Factor	Total
		Installation		1.00	x	181.85	x	1.1424	= 207.75
Installed new garbage disposal in break room.									
78	22 13 19 13 0002	EA	6" Round Top Floor Drain With 1-1/2" Outlet, Bronze Top						\$802.03
				Quantity		Unit Price		Factor	Total
		Installation		3.00	x	198.81	x	1.1424	= 681.36
		Demolition		3.00	x	35.21	x	1.1424	= 120.67
New floor drains requested for each restroom.									
79	33 12 16 00 0233	EA	3/4" Ball Corporation Valve						\$55.60
				Quantity		Unit Price		Factor	Total
		Installation		1.00	x	48.67	x	1.1424	= 55.60
Shut off valve required for men's toilet.									

Subtotal for Plumbing **\$1,065.38**

Waterproofing

80	07 19 13 00 0004	SF	Mopped On Vertical Wall Protection Sealing System Concrete, poured or precast wall.						\$147.39
				Quantity		Unit Price		Factor	Total
		Installation		91.50	x	1.41	x	1.1424	= 147.39
At request of Owner, waterproof with Tremproof 100 @ south end of building where walls meet slab. 61 LF, approx 18" High.									
81	07 92 00 00 0020	CLF	3/8" x 3/8" Joint, Acrylic/Latex Sealant And Caulking						\$118.18
				Quantity		Unit Price		Factor	Total
		Installation		0.61	x	170.99	x	1.1424	= 118.18
Caulking under window seals.									
Caulk exterior panel to slab joint and waterproof with tremproof 201- 7/9/14									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017476.01

Work Order Title: Pompano Beach Public Works Department & Engineering Division Supplemental

Subtotal for Waterproofing	\$265.57
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Proposal Total	\$30,560.11
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This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.



Subcontractor Listing

Date: February 25, 2015

Re: IQC Master Contract #: FL06-022912-SCD
Work Order #: 017476.01
Owner PO #:
Title: Pompano Beach Public Works Department & Engineering Division Supplemental
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$30,560.11

Name of Contractor	Duties	Amount	%
Shiff Construction & Development, Inc.	General	\$0.00	0.00



3201 N. Federal Highway Ste. 212
 Fort Lauderdale, Florida 33306
 t: 954 524 2575 f: 954 524 2576
 CCC1509764 www.shiff.com

CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE:	Add'l Access Controls to 1st & 3rd Fl. Electric Room Doors	PROPOSED JOC MODIFICATION NO. 1
PROJECT:	PB14-03-3RD. FLOOR Renovations City Hall 3rd Floor Renovation	DATE: 10/13/2014
TO:	Attn: Christopher Schlageter City of Pompano Beach 1201 NE 5th. Ave. Pompano Beach, Fl 33060 Phone:(954) 786 - 4022 Fax:(954) 786 - 4028	CONTRACT/PO: 142369 SUBMITTED: 11/12/2014 COMPLETED: REQUIRED:

DESCRIPTION

Pursuant to an access control "Meet & Greet" meeting on 10/13/2014, Barbara Harrison (IT Department) requested additional access controls for the 1st & 3rd floor single doors in the mechanical room leading into electrical room.

A card reader, door contact, REX, and electric strike will be installed on these doors, conduit will be installed to conceal wires. These doors will be connected to the existing AMAG 8 reader controller in the 1st floor mechanical/electric room.

Please refer to - "**Proposed Change #1**" from the "**COPB 3rd FL-Proposed Changes-Running Log.xlsx**" file.

As directed by COPB PM, this scope has been added to the JOC Supplemental Price Proposal for the Engineering Building. See line items from Category - "**City Hall Access Control**" attached.

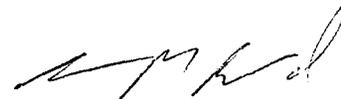
Total: \$6,108.16

APPROVAL

By: 
 Kurt Bennett

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff Construction & Development, Inc., ou=Project Coordinator, email=kurt@shiff.com, c=US
 Date: 2014.11.12 10:40:34 -05'00'

Date: 11/12/2014

By: 

Date: 12/10/14

CC: Robin Bird (Robin.Bird@copbf.com); 'Justen Shiff' (jds@shiff.com); Magaly Pena (mp@singerarchitects.com); grahameagleson@yahoo.com


 CONSTRUCTION MANAGER
 12-10-14



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CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE:	Motorized Operator for Coiling Grille (Door #333)	PROPOSED JOC MODIFICATION NO. 2
PROJECT:	PB14-03-3RD. FLOOR Renovations City Hall 3rd Floor Renovation	DATE: 10/22/2014
TO:	Attn: Christopher Schlageter City of Pompano Beach 1201 NE 5th. Ave. Pompano Beach, Fl 33060 Phone:(954) 786 - 4022 Fax:(954) 786 - 4028	CONTRACT/PO: 142369 SUBMITTED: 11/12/2014 COMPLETED: REQUIRED:

DESCRIPTION

During a walk through with our subcontractor, a concern was raised in regards to the daily opening and closing of the above mentioned door. Miguel Nunez (Chief Building Official), suggested adding a motor operator and controls.

Please refer to - "**Proposed Change #2**" from the "**COPB 3rd FL-Proposed Changes-Running Log.xlsx**" file as well as line items from Category - "**JOC Mod. #02 - Coiling Grille Operator @ door # 333**" of the JOC Supplemental Price Proposal attached.

Num Item	Description	Ref	Qty Unit	Unit Price	Amount
1	Coiling Grille Motor Operator		1.000 Each	1,905.02	1,905.02
2	Dedicated 20 amp Circuit		1.000 Each	749.97	749.97
Total:					\$2,654.99

APPROVAL

By: 
 Kurt Bennett

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development, Inc.
 ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2014.11.12 10:49:44 -05'00'

Date: 11/12/2014

By: 
 Miguel Nunez

Date:

CC: Robin Bird (Robin.Bird@copbfl.com); 'Justen Shiff' (jds@shiff.com); Magaly Pena (mp@singerarchitects.com); grahameagleson@yahoo.com


 CONSTRUCTION MANAGER 12-10-14



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CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE:	Additional Cabinetry for Intake Area	PROPOSED JOC MODIFICATION
PROJECT:	PB14-03-3RD. FLOOR Renovations City Hall 3rd Floor Renovation	NO. 3
TO:	Attn: Christopher Schlageter City of Pompano Beach 1201 NE 5th. Ave. Pompano Beach, FL 33060 Phone:(954) 786 - 4022 Fax:(954) 786 - 4028	DATE: 11/17/2014
		CONTRACT/PO: 142369
		SUBMITTED: 11/17/2014
		COMPLETED:
		REQUIRED:

DESCRIPTION

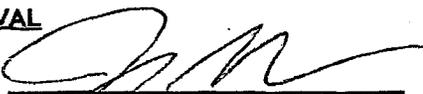
Please refer to - "Proposed Change #11" from the "COPB 3rd FL-Proposed Changes-Running Log.xlsx"

Chris, pursuant to a request by Robin, attached is a quote for the additional cabinetry for the Intake area. Work includes:

- 1.) Segmented cabinetry with matching corian yellow top at back south wall of the intake area in between the columns
- 2.) Two permanent work stations with matching yellow corian top and chase walls to hide wires.
- 3.) Two corian shelves to support the pneumatic tubing housing.

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		Addtl Cabinetry at Intake-10% Disc 11/19/14		1.000	Each	15,226.00	15,226.00
2		eGordian NPP Fee	1.1872	1.000	Each	2,850.30	2,850.30
Total:							\$18,076.30

APPROVAL

By: 
 Justen Shiff

By: 
 Robin Bird

Date: 11/12/2014

Date: 11/20/14

CC: Robin Bird (Robin.Bird@copbfl.com); 'Justen Shiff' (jds@shiff.com); Magaly Pena (mp@singerarchitects.com); grahameagleson@yahoo.com



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CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE: Additions & Credits @ Door #301, #317, & #332 **PROPOSED JOC MODIFICATION NO. 4**

PROJECT: PB14-03-3RD. FLOOR Renovations City Hall 3rd Floor Renovation **DATE:** 12/02/2014

TO: Attn: Christopher Schlageter
 City of Pompano Beach
 1201 NE 5th. Ave.
 Pompano Beach, Fl 33060
 Phone:(954) 786 - 4022 Fax:(954) 786 - 4028 **CONTRACT/PO:** 142369

SUBMITTED: 12/02/2014
COMPLETED:
REQUIRED:

DESCRIPTION

Due to a more narrow hallway than indicated on the plans, the sidelite adjacent to door #332 has been deleted. It was also requested that frosted glazing be provided in this opening.

On November 10th, 2014, Chris Schlageter requested that storefront openings be provided for openings 301 & 317 in lieu of the existing solid core wood doors and hollow metal frames.

Please refer to - "**Proposed Change #9 & #18**" from the "**COPB 3rd FL-Proposed Changes-Running Log.xlsx**" file in reference to 'deleting sidelite @ door 332' and 'storefront doors 301 & 317' respectively. Please also refer to line items from Category - "**JOC Mod. #004 - Additions & Credits @ Door #301, #317, & #332**" of the JOC Supplemental Price Proposal attached.

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	PC #9	Credit Sidelite @ Door #332	Credit Sidelite @ Door #332	1.000	LS	-1,016.93	-1,016.93
2	PC #18	Credit Door, Frame & Hardware @ #301	Credit @ Door #301	1.000	LS	-1,235.64	-1,235.64
3	PC #18	Add Storefront Opening @ Door 301 & 317	New Storefront @ Door 301&317	1.000	LS	10,650.25	10,650.25
Total:							\$8,397.68

APPROVAL

By: 
 Kurt Bennett

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff Construction & Development, Inc., ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2014.12.02.10:33:30 -0500

By: 
~~CHRISTOPHER SCHLAGETER~~ ROBIN BIRD

Date: 12/02/2014

Date: 12-10-14

CC: Robin Bird (Robin.Bird@copbfl.com); 'Justen Shiff' (jds@shiff.com); Magaly Pena (mp@singerarchitects.com); grahameagleson@yahoo.com


 CONSTRUCTION MANAGER
 12-10-14

Cost Proposal Detail - Category Continues..

Work Order Number: 017475.01
 Work Order Title: COPB City Hall 3rd Floor Renovation Supplemental

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total
Category - JOC Mod. #004 - Additions & Credits @ Doors #301, #317, & #332						
30	08	71	16	00 0037 0231	PR For Pair Of Non-Removable Pins, Add	-\$20.56
					Quantity Unit Price Factor Total	
				Installation	-3.00 x \$6.00 x 1.1424 =	-\$20.56
31	08	71	16	00 2341	LF Vinyl Or Pile Insert, 1-3/8" Width, 1/4" Height, Clear Anodized Aluminum, "T" Astragal (Permko 355CP)	-\$116.28
					Quantity Unit Price Factor Total	
				Installation	-9.00 x \$11.31 x 1.1424 =	-\$116.28
						\$-1,235.64
Category 1 - JOC Mod. #004 - Additions & Credits @ Doors #301, #317, & #332						
32	08	51	13	00 0086	EA >15 To 20 SF, 3-1/4" Frame Depth, C 45, Two Rolling Sashes, Horizontal Sliding Aluminum Window (Traco TR-6000)	-\$445.96
					Quantity Unit Price Factor Total	
				Installation	-1.00 x \$390.37 x 1.1424 =	-\$445.96
Credit sidelite @ door #332 due to narrow hallway than what was indicated on plans.						
33	08	51	13	00 0086 0070	EA For Clear Anodized Finish, Add	-\$18.18
					Quantity Unit Price Factor Total	
				Installation	-1.00 x \$15.91 x 1.1424 =	-\$18.18
34	08	51	13	00 0233	EA >15 To 20 SF Window, Aluminum Window Panning	-\$255.32
					Quantity Unit Price Factor Total	
				Installation	-1.00 x \$223.49 x 1.1424 =	-\$255.31
Credit sidelite @ door #332 due to narrow hallway than what was indicated on plans.						
35	08	51	13	00 0233 0070	EA For Clear Anodized Finish, Add	-\$8.59
					Quantity Unit Price Factor Total	
				Installation	-1.00 x \$7.52 x 1.1424 =	-\$8.59
36	08	81	26	00 0008	SF 1/2" Thick, Clear Float Field Installed Glass	-\$159.54
					Quantity Unit Price Factor Total	
				Installation	-10.50 x \$13.30 x 1.1424 =	-\$159.54
Credit sidelite @ door #332 due to narrow hallway than what was indicated on plans.						
37	08	85	00	00 0004	LF Neoprene Glazing Gasket, 1/2" Glass Tongued Section / Tongued Mullion	-\$129.34
					Quantity Unit Price Factor Total	
				Installation	-34.00 x \$3.33 x 1.1424 =	-\$129.34
Credit sidelite @ door #332 due to narrow hallway than what was indicated on plans.						
						\$-1,016.93
38	08	41	00	00 0002	EA 3' x 7' x 1-3/4" Medium Stile, Aluminum Framed Entrance Doors Including Glazing, Trim And Hardware (Special-Lite SL-14)	\$5,259.36
					Quantity Unit Price Factor Total	
				Installation	2.00 x \$2,301.89 x 1.1424 =	\$5,259.36
New single door required for opening 301 & 317.						
39	08	51	13	00 0122	EA >10 To 15 SF, 4" Frame Depth, HC 65, Fixed Aluminum Window (Traco TR-9500)	\$1,849.52
					Quantity Unit Price Factor Total	
				Installation	6.00 x \$269.83 x 1.1424 =	\$1,849.52
Sidelites required and each side of new door #301 & 317 as well as transom above each door.						
40	08	51	13	00 0122 0070	EA For Clear Anodized Finish, Add	\$69.02
					Quantity Unit Price Factor Total	
				Installation	6.00 x \$10.07 x 1.1424 =	\$69.02

Cost Proposal Detail - Category Continues..

Work Order Number: 017475.01
 Work Order Title: COPB City Hall 3rd Floor Renovation Supplemental

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total		
Category - JOC Mod. #004 - Additions & Credits @ Doors #301, #317, & #332								
41	08	51	13	00	0232	EA >10 To 15 SF Window, Aluminum Window Panning	\$1,310.84	
					Quantity	Unit Price	Factor	Total
					6.00	\$191.24	1.1424 =	\$1,310.84
					x	x		
42	08	51	13	00	0232 0070	EA For Clear Anodized Finish, Add	\$46.75	
					Quantity	Unit Price	Factor	Total
					6.00	\$6.82	1.1424 =	\$46.75
					x	x		
43	08	71	16	00	2153	EA Surface Mounted Heavy Duty Door Closer - LCN 4040/4041 Series	\$673.70	
					Quantity	Unit Price	Factor	Total
					2.00	\$294.86	1.1424 =	\$673.70
					x	x		
					Closer required for door 301 & 317.			
44	08	81	23	00	0015	SF 1/4" Thick, Tempered, Clear Float Factory Installed Glass	-\$348.34	
					Quantity	Unit Price	Factor	Total
					-84.00	\$3.63	1.1424 =	-\$348.34
					x	x		
					Credit factory 21 Sf tempered glazing for each door - 301, 317, & 332 (pair of doors) and provide frosted glazing, see CTC# 08 81 23 00-0037			
45	08	81	23	00	0037	SF 1/4" Thick, Frosted Factory Installed Glass	\$1,088.75	
					Quantity	Unit Price	Factor	Total
					132.00	\$7.22	1.1424 =	\$1,088.75
					x	x		
					48 Sf required for transom and sidelite glazing at new storefront doors 301 & 317. 84 Sf required for single doors 301 & 317, & double door 332.			
46	08	81	23	00	0037 0306	SF For > 50 To 200, Deduct	-\$33.18	
					Quantity	Unit Price	Factor	Total
					132.00	-\$0.22	1.1424 =	-\$33.18
					x	x		
47	08	85	00	00	0002	LF Neoprene Glazing Gasket, 1/4" Glass Tongued Section / Tongued Mullion	\$733.83	
					Quantity	Unit Price	Factor	Total
					202.00	\$3.18	1.1424 =	\$733.83
					x	x		
					Each storefront: Hinge sidelite - 382"; Latch sidelite - 398"; Transom above door - 199"; Transom above hinge sidelite - 109"; Transom above latch sidelite - 125".... 1,213 inches OR 101'-1" total for each storefront.			
Subtotal for Category - JOC Mod. #004 - Additions & Credits @ Doors #301, #317, & #332:							\$8,397.68	



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CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE:	Additional Mechanical/Electrical/Plumbing	PROPOSED JOC MODIFICATION NO.	5
PROJECT:	PB14-03-3RD. FLOOR Renovations City Hall 3rd Floor Renovation	DATE:	02/11/2015
TO:	Attn: Robin Bird City of Pompano Beach 1201 NE 5th. Ave. Pompano Beach, FL 33060 Phone:954.786.4632	CONTRACT/PO:	142369
		SUBMITTED:	02/11/2015
		COMPLETED:	
		REQUIRED:	

DESCRIPTION

Includes various requests for additional work.

Please refer to - "**Running Changes Added to eGordian-Phase 1 & 1A**" which has been updated on a daily basis as work has been requested. Please also refer to line items from Category - "**JOC Mod. # 005 - Mechanical/Electrical/Plumbing**" of the JOC Supplemental Price Proposal attached.

Item Total:	\$0.00
Total:	\$16,599.55
Total:	\$16,599.55

APPROVAL

By: 
 Kurt Bennett

Date: 02/11/2015

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development, Inc.,
 ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.02.11 15:25:53 -05'00'

By: 

Date: 7/15/15

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com



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 0501509764 www.shiff.com

CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE:	Miscellaneous Drywall, Framing, & Acoustical Ceiling	PROPOSED CHANGE ORDER NO.	6
PROJECT:	PB14-03-3rd Fl. Renovations City Hall 3rd Floor Renovation	DATE:	02/11/2015
TO:	Attn: Robin Bird City of Pompano Beach 1201 NE 5th. Ave. Pompano Beach, Fl 33060 Phone:954.786.4632	CONTRACT/PO:	142369
		SUBMITTED:	02/11/2015
		COMPLETED:	
		REQUIRED:	

DESCRIPTION

Includes various requests for additional work.

Please refer to - "**Running Changes Added to eGordian-Phase 1 & 1A**" which has been updated on a daily basis as work has been requested. Please also refer to line items from Category - "**JOC Mod. # 006 - Miscellaneous Drywall, Framing, & Acoustical Ceiling**" of the JOC Supplemental Price Proposal attached.

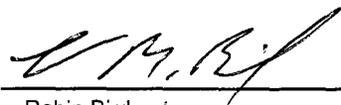
Item Total:	\$0.00
Total:	\$15,187.02
Total:	<u>\$15,187.02</u>

APPROVAL

By: 
 Kurt Bennett

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development,
 Inc., ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.07.13 09:23:42 -04'00'

Date: 02/11/2015

By: 
 Robin Bird

Date: 2/15/15

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com



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 Fort Lauderdale, Florida 33306
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 CCC1509764 www.shiff.com

CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE:	Doors & Hardware	PROPOSED JOC MODIFICATION NO.	7
PROJECT:	PB14-03-3RD. FLOOR Renovations City Hall 3rd Floor Renovation	DATE:	02/11/2015
TO:	Attn: Robin Bird City of Pompano Beach 1201 NE 5th. Ave. Pompano Beach, FL 33060 Phone:954.786.4632	CONTRACT/PO:	142369
		SUBMITTED:	02/11/2015
		COMPLETED:	
		REQUIRED:	

DESCRIPTION

Includes various requests for additional work.

Please refer to - "**Running Changes Added to eGordian-Phase 1 & 1A**" which has been updated on a dialy basis as work has been requested. Please also refer to line items from Category - "**JOC Mod. # 007 - Doors & Hardware**" of the JOC Supplemental Price Proposal attached.

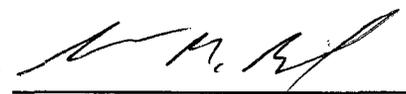
Item Total:	\$0.00
Total:	\$3,802.93
Total:	\$3,802.93

APPROVAL

By: 
 Kurt Bennett

Date: 02/11/2015

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development,
 Inc., ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.02.12 00:59:19 -05'00'

By: 

Date: 7/15/15

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com



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 Fort Lauderdale, Florida 33306
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 CCC1509764 www.shiff.com

CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE: Dumpsters & Storage Containers

PROPOSED CHANGE ORDER

NO. 8

PROJECT: PB14-03-3rd Fl. Renovations
 City Hall 3rd Floor Renovation

DATE: 02/11/2015

TO: Attn: Robin Bird
 City of Pompano Beach
 1201 NE 5th. Ave.
 Pompano Beach, FL 33060
 Phone:954.786.4632

CONTRACT/PO: 142369

SUBMITTED: 02/11/2015

COMPLETED:

REQUIRED:

DESCRIPTION

Includes various requests for additional work.

Please refer to - "**Running Changes Added to eGordian-Phase 1 & 1A**" which has been updated on a daily basis as work has been requested. Please also refer to line items from Category - "**JOC Mod. # 008 - Dumpsters & Storage Containers**" of the JOC Supplemental Price Proposal attached.

Item Total: \$0.00

Total: \$8,728.60

Total: \$8,728.60

APPROVAL

By: 
 Kurt Bennett
Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development,
 Inc., ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.07.13 09:26:23 -04'00'

Date: 02/11/2015

By: 
 Robin Bird

Date: 7/15/15

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com



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CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE: Flooring Additions & Credits

PROJECT: PB14-03-3rd Fl. Renovations
 City Hall 3rd Floor Renovation

TO: Attn: Robin Bird
 City of Pompano Beach
 1201 NE 5th. Ave.
 Pompano Beach, Fl 33060
 Phone:954.786.4632

PROPOSED CHANGE ORDER

NO. 9

DATE: 02/11/2015

CONTRACT/PO: 142369

SUBMITTED: 02/11/2015

COMPLETED:

REQUIRED:

DESCRIPTION

Includes various requests for additional work.

Please refer to - "**Running Changes Added to eGordian-Phase 1 & 1A**" which has been updated on a daily basis as work has been requested. Please also refer to line items from Category - "**JOC Mod. # 009 - Flooring Additions & Credits**" of the JOC Supplemental Price Proposal attached.

Item Total:	\$0.00
Total:	\$20,665.52
Total:	\$20,665.52

APPROVAL

By: 
 Kurt Bennett

Date: 02/11/2015

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development,
 Inc., ou=Project, Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.07.13 09:28:56 -04'00'

By: 
 Robin Bird

Date: 7/15/15

CC: christopher.schlageter@copbf.com; jds@shiff.com; grahameagleson@yahoo.com



3201 N. Federal Highway Ste. 212
 Fort Lauderdale, Florida 33306
 t: 954 524 2575 f: 954 524 2576
 CGC1509764 www.shiff.com

CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE:	Millwork (Wood Base & Door Casing All Phases)	PROPOSED JOC MODIFICATION NO.	10
PROJECT:	PB14-03-3RD. FLOOR Renovations City Hall 3rd Floor Renovation	DATE:	02/11/2015
TO:	Attn: Robin Bird City of Pompano Beach 1201 NE 5th. Ave. Pompano Beach, FL 33060 Phone:954.786.4632	CONTRACT/PO:	142369
		SUBMITTED:	02/11/2015
		COMPLETED:	
		REQUIRED:	

DESCRIPTION

Includes various requests for additional work.

Please refer to - "**Running Changes Added to eGordian-Phase 1 & 1A**" which has been updated on a dialy basis as work has been requested. Please also refer to line items from Category - "**JOC Mod. # 010 -Millwork (Wood Base & Door Casing All Phases)**" of the JOC Supplemental Price Proposal attached.

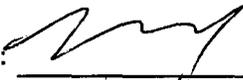
Item Total:	\$0.00
Total:	\$16,936.63
Total:	\$16,936.63

APPROVAL

By: 
 Kurt Bennett

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development,
 Inc., ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.02.13 10:22:42 -0500

Date: 02/11/2015

By: 
 Date: 7/15/15

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com



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CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

<p>TITLE: Interior Windows</p> <p>PROJECT: PB14-03-3RD. FLOOR Renovations City Hall 3rd Floor Renovation</p> <p>TO: Attn: Robin Bird City of Pompano Beach 1201 NE 5th. Ave. Pompano Beach, Fl 33060 Phone:954.786.4632</p>	<p>PROPOSED JOC MODIFICATION NO. 11</p> <p>DATE: 02/11/2015</p> <p>CONTRACT/PO: 142369</p> <p>SUBMITTED: 02/11/2015</p> <p>COMPLETED:</p> <p>REQUIRED:</p>
--	--

DESCRIPTION

Includes various requests for additional work.

Please refer to - "**Running Changes Added to eGordian-Phase 1 & 1A**" which has been updated on a dialy basis as work has been requested. Please also refer to line items from Category - "**JOC Mod. # 011 - Interior Windows**" of the JOC Supplemental Price Proposal attached.

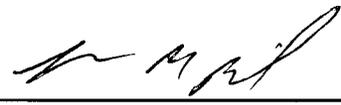
Item Total:	\$0.00
Total:	\$9,531.24
Total:	\$9,531.24

APPROVAL

By: 
 Kurt Bennett

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development,
 Inc., ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.02.12 00:15:40 -05'00'

Date: 02/11/2015

By: 

Date: 2/15/15

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com



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CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE: Quartz Wall Caps	PROPOSED JOC MODIFICATION
	NO. 12
PROJECT: PB14-03-3RD. FLOOR Renovations City Hall 3rd Floor Renovation	DATE: 03/02/2015
TO: Attn: Christopher Schlageter City of Pompano Beach 1201 NE 5th. Ave. Pompano Beach, FL 33060 Phone:(954) 786 - 4022 Fax:(954) 786 - 4028	CONTRACT/PO: 142369
	SUBMITTED: 03/02/2015
	COMPLETED:
	REQUIRED:

DESCRIPTION

Quartz tops requested for tops of copy room walls.

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		Quartz Wall Caps		2.000	Each	1,185.00	2,370.00
2		eGordian NPP Fee	1.1872	1.000	Each	443.66	443.66
Total:							\$2,813.66

APPROVAL

By: 
 Kurt Bennett

Date: 03/02/2015

By: 
 Jennifer J. on RB

Date: 3-20-15



3201 N. Federal Highway, Ste. 212
 Fort Lauderdale, Florida 33306
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 CCC1509764 www.shiff.com

CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE: Lettering for Intake Area
PROJECT: PB14-03-3rd Fl. Renovations
 City Hall 3rd Floor Renovation
TO: Attn: Robin Bird
 City of Pompano Beach
 1201 NE 5th. Ave.
 Pompano Beach, Fl 33060
 Phone:954.786.4632

PROPOSED JOC MODIFICATION
NO. 13
DATE: 03/23/2015
CONTRACT/PO: 142369
SUBMITTED: 03/24/2015
COMPLETED:
REQUIRED: 03/25/2015

DESCRIPTION

JOC MOD for Custom Dimensional Lettering in Intake Area.

Total revised by Kurt Bennett on 07.13.15 to match JOC proposal.

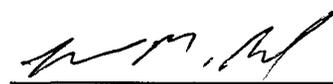
Num Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	Custom 1/2" Acrylic Sign w Brushed Silver		1.000	Each	2,469.80	2,469.80
2	eGordian NPP Fee	1.1872	0.187	Each	2,469.80	462.35
3	2" High Vinyl Cut Wall Graphics		389.000	Each	1.92	746.58
Total:						\$3,678.73

APPROVAL

By: 
 Kurt Bennett

Date: 07/13/2015

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development,
 Inc., ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.07.13 09:41:27 -0400

By: 

Date: 7/15/15

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com



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CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE: Addtl Material For Pnuematic Tubing

PROPOSED JOC MODIFICATION

NO. 14

PROJECT: PB14-03-3rd Fl. Renovations
 City Hall 3rd Floor Renovation

DATE: 03/27/2015

TO: Attn: Robin Bird
 City of Pompano Beach
 1201 NE 5th. Ave.
 Pompano Beach, Fl 33060
 Phone:954.786.4632

CONTRACT/PO: 142369

SUBMITTED: 03/27/2015

COMPLETED:

REQUIRED:

DESCRIPTION

Additional material and labor required to tie in new east pneumatic system run from new intake area to existing first floor system to maneuver around multiple obstructions within ceiling space of phase 3.

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		Steel Tube 3 x 12.5		4.000	Each	92.31	369.24
2		Steel Bends 3 x 38 x 90 degree		4.000		58.40	233.60
3		Miscellaneous materials (Sleeves, hangars)		1.000	Lump Sum	75.00	75.00
4		Labor		1.000	Lump Sum	1,650.00	1,650.00
5		eGordian NPP Fee	1.1872	1.000	Each	461.92	461.92

Total: \$2,789.76

Sales Tax: \$139.67

Total: \$2,929.43

APPROVAL

By: 
 Kurt Bennett

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development, Inc.,
 ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.03.27 14:14:59 -04'00'

Date: 03/27/2015

By:  for RB

Date: 7-20-15



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CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE: Additional & Remove & Reinstall Breakroom
 Millwork

PROPOSED JOC MODIFICATION

NO. 15

PROJECT: PB14-03-3rd Fl. Renovations
 City Hall 3rd Floor Renovation

DATE: 03/27/2015

TO: Attn: Robin Bird
 City of Pompano Beach
 1201 NE 5th. Ave.
 Pompano Beach, Fl 33060
 Phone:954.786.4632

CONTRACT/PO: 142369

SUBMITTED: 03/27/2015

COMPLETED:

REQUIRED:

DESCRIPTION

Miguel's request to have tile installed to replace carpet in breakroom after millwork was installed.

Num Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	Remove and Reinstall Base Cabinet & Countertop in Breakroom #2		1.000	Each	390.00	390.00
2	To Fabricate and Install New Upper Cabinets in Break Room #2 (83" Wide x 30" high)		1.000	Each	907.00	907.00
3	eGordian NPP Fee	1.1872	1.000	Each	242.80	242.80
Total:						\$1,539.80

APPROVAL

By:

Kurt Bennett

Date:

03/27/2015

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development, Inc.,
 ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.03.27 14:19:21 -04'00'

By:

Date:

7-20-15

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com



3201 N. Federal Highway Ste. 212
 Fort Lauderdale, Florida 33306
 t: 954 524 2575 f: 954 524 2576
 CGC1509764 www.shiff.com

CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE:	Miscellaneous Drywall, & Framing (Phase 2)	PROPOSED JOC MODIFICATION NO.	16
PROJECT:	PB14-03-3rd Fl. Renovations City Hall 3rd Floor Renovation	DATE:	07/13/2015
TO:	Attn: Robin Bird City of Pompano Beach 1201 NE 5th. Ave. Pompano Beach, Fl 33060 Phone:954.786.4632	CONTRACT/PO:	142369
		SUBMITTED:	07/13/2015
		COMPLETED:	
		REQUIRED:	

DESCRIPTION

Includes various requests for additional work.

Please refer to - "**Running Changes Added to eGordian-Phase 2**" which has been updated on a dialy basis as work has been requested. Please also refer to line items from Category - "**JOC Mod. #016 - Miscellaneous Drywall, & Framing**" of the JOC Supplemental Price Proposal attached.

Item Total:	\$0.00
Total:	\$10,212.96
Total:	\$10,212.96

APPROVAL

By: 
 Kurt Bennett

Date: 07/13/2015

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development,
 Inc., ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.07.13 09:09:18
 +04'00'

By: 
 Robin Bird

Date: 7/13/15

CC: christopher.schlageter@copbfl.com; jds@shiff.com; graham eagleson@yahoo.com



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 C001509764 www.shiff.com

CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

<p>TITLE: Flooring Additions & Credits (Phase 2)</p> <p>PROJECT: PB14-03-3rd Fl. Renovations City Hall 3rd Floor Renovation</p> <p>TO: Attn: Robin Bird City of Pompano Beach 1201 NE 5th. Ave. Pompano Beach, Fl 33060 Phone:954.786.4632</p>	<p>PROPOSED JOC MODIFICATION NO. 17</p> <p>DATE: 07/13/2015</p> <p>CONTRACT/PO: 142369</p> <p>SUBMITTED: 07/13/2015</p> <p>COMPLETED:</p> <p>REQUIRED:</p>
---	--

DESCRIPTION

Includes various requests for additional work.

Please refer to - "Running Changes Added to eGordian-Phase 2" which has been updated on a dialy basis as work has been requested. Please also refer to line items from Category - "JOC Mod. #017 - Flooring Additions & Credits" of the JOC Supplemental Price Proposal attached.

Item Total:	\$0.00
Total:	\$7,320.58
Total:	\$7,320.58

APPROVAL

By: 
 Kurt Bennett

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development,
 Inc., ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.07.13 10:49:05 -04'00'

Date: 07/13/2015

By: 
 Robin Bird

Date: 7/15/15

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com



3201 N. Federal Highway Ste. 212
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CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE: Additional Electrical (Phase 2)

PROPOSED JOC MODIFICATION

NO. 18

PROJECT: PB14-03-3rd Fl. Renovations
 City Hall 3rd Floor Renovation

DATE: 07/13/2015

TO: Attn: Robin Bird
 City of Pompano Beach
 1201 NE 5th. Ave.
 Pompano Beach, Fl 33060
 Phone:954.786.4632

CONTRACT/PO: 142369

SUBMITTED: 07/13/2015

COMPLETED:

REQUIRED:

DESCRIPTION

Includes various requests for additional work.

Please refer to - "**Running Changes Added to eGordian-Phase 2**" which has been updated on a dialy basis as work has been requested. Please also refer to line items from Category - "**JOC Mod. #018 - Electrical**" of the JOC Supplemental Price Proposal attached.

Item Total: \$0.00

Total: \$22,002.65

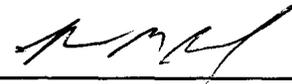
Total: \$22,002.65

APPROVAL

By: 
 Kurt Bennett

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development, Inc.,
 ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.07.13 09:10:52 -04'00'

Date: 07/13/2015

By: 
 Robin Bird

Date: 7/15/15

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com



3201 N. Federal Highway Ste. 212
 Fort Lauderdale, Florida 33306
 t: 954.524.2575 f: 954.524.2576
 CGC1509764 www.shiff.com

CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE:	Doors & Hardware (Phase 3)	PROPOSED JOC MODIFICATION NO.	19
PROJECT:	PB14-03-3rd Fl. Renovations City Hall 3rd Floor Renovation	DATE:	07/13/2015
TO:	Attn: Robin Bird City of Pompano Beach 1201 NE 5th. Ave. Pompano Beach, Fl 33060 Phone:954.786.4632	CONTRACT/PO:	142369
		SUBMITTED:	07/13/2015
		COMPLETED:	
		REQUIRED:	

DESCRIPTION

Includes various requests for additional work.

Please refer to - "**Running Changes Added to eGordian-Phase 3**" which has been updated on a dialy basis as work has been requested. Please also refer to line items from Category - "**JOC Mod. #019 - Doors & Hardware**" of the JOC Supplemental Price Proposal attached.

Item Total:	\$0.00
Total:	\$747.83
Total:	<u>\$747.83</u>

APPROVAL

By: 
 Kurt Bennett

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development,
 Inc., ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.07.13 09:11:29 -04'00'

Date: 07/13/2015

By: 
 Robin Bird

Date: 7/15/15

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com



3201 N. Federal Highway, Ste. 212
 Fort Lauderdale, Florida 33306
 t: 954 524 2575 f: 954 524 2576
 CCG1509764 www.shiff.com

CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

<p>TITLE: Interior Windows (Phase 3)</p> <p>PROJECT: PB14-03-3rd Fl. Renovations City Hall 3rd Floor Renovation</p> <p>TO: Attn: Robin Bird City of Pompano Beach 1201 NE 5th. Ave. Pompano Beach, Fl 33060 Phone:954.786.4632</p>	<p>PROPOSED JOC MODIFICATION</p> <p>NO. 20</p> <p>DATE: 07/13/2015</p> <p>CONTRACT/PO: 142369</p> <p>SUBMITTED: 07/13/2015</p> <p>COMPLETED:</p> <p>REQUIRED:</p>
---	--

DESCRIPTION

Proposal to furnish labor and material necessary to install 5 - PGT series 701 Picture Windows - White frames with insulated impact resistant glass.

Please refer to - "**Running Changes Added to eGordian-Phase 3**" which has been updated on a dialy basis as work has been requested. Please also refer to line items from Category - "**JOC Mod. #020 - Interior Windows**" of the JOC Supplemental Price Proposal attached.

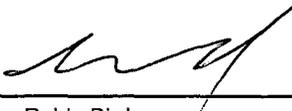
Total: \$8,326.23

APPROVAL

By: 
 Kurt Bennett

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development,
 Inc., ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.07.13 09:12:05 -04'00'

Date: 07/13/2015

By: 
 Robin Bird

Date: 7/15/15

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com



3201 N. Federal Highway Ste. 212
 Fort Lauderdale, Florida 33306
 t: 954 524 2575 f: 954 524 2576
 CCC1509/64 www.shiff.com

CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE:	Miscellaneous Drywall, & Framing (Phase 3)	PROPOSED JOC MODIFICATION NO.	21
PROJECT:	PB14-03-3rd Fl. Renovations City Hall 3rd Floor Renovation	DATE:	07/13/2015
TO:	Attn: Robin Bird City of Pompano Beach 1201 NE 5th. Ave. Pompano Beach, Fl 33060 Phone:954.786.4632	CONTRACT/PO:	142369
		SUBMITTED:	07/13/2015
		COMPLETED:	
		REQUIRED:	

DESCRIPTION

Includes various requests for additional work.

Please refer to - "**Running Changes Added to eGordian-Phase 3**" which has been updated on a dialy basis as work has been requested. Please also refer to line items from Category - "**JOC Mod. #021 - Miscellaneous Drywall, & Framing**" of the JOC Supplemental Price Proposal attached.

Item Total:	\$0.00
Total:	\$12,086.80
Total:	\$12,086.80

APPROVAL

By: 
 Kurt Bennett

Date: 07/13/2015

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development,
 Inc., ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.07.13 12:10:30 -0400'

By: 
 Robin Bird

Date: 7/15/15

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com



3201 N. Federal Highway, Ste. 212
 Fort Lauderdale, Florida 33306
 t: 954 524 2575 f: 954 524 2576
 CCC1509764 www.shiff.com

CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE:	Flooring Additions & Credits (Phase 3)	PROPOSED JOC MODIFICATION NO.	22
PROJECT:	PB14-03-3rd Fl. Renovations City Hall 3rd Floor Renovation	DATE:	07/13/2015
TO:	Attn: Robin Bird City of Pompano Beach 1201 NE 5th. Ave. Pompano Beach, Fl 33060 Phone:954.786.4632	CONTRACT/PO:	142369
		SUBMITTED:	07/13/2015
		COMPLETED:	
		REQUIRED:	

DESCRIPTION

Includes various requests for additional work.

Please refer to - "**Running Changes Added to eGordian-Phase 3**" which has been updated on a dialy basis as work has been requested. Please also refer to line items from Category - "**JOC Mod. #022 - Flooring Additions & Credits**" of the JOC Supplemental Price Proposal attached.

Item Total:	\$0.00
Total:	\$22,191.49
Total:	\$22,191.49

APPROVAL

By: 
 Kurt Bennett

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development, Inc.,
 ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.07.13 12:14:03 -0400'

Date: 07/13/2015

By: 
 Robin Bird

Date: 7/13/15

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com



3201 N. Federal Highway Ste. 212
 Fort Lauderdale, Florida 33306
 t: 954 524 2525 f: 954 524 2576
 CGC1509764 www.shiff.com

CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

<p>TITLE: Additional Electrical (Phase 3)</p> <p>PROJECT: PB14-03-3rd Fl. Renovations City Hall 3rd Floor Renovation</p> <p>TO: Attn: Robin Bird City of Pompano Beach 1201 NE 5th. Ave. Pompano Beach, Fl 33060 Phone:954.786.4632</p>	<p>PROPOSED JOC MODIFICATION NO. 23</p> <p>DATE: 07/13/2015</p> <p>CONTRACT/PO: 142369</p> <p>SUBMITTED: 07/13/2015</p> <p>COMPLETED:</p> <p>REQUIRED:</p>
--	--

DESCRIPTION

Includes various requests for additional work.

Please refer to - "Running Changes Added to eGordian-Phase 3" which has been updated on a dialy basis as work has been requested. Please also refer to line items from Category - "JOC Mod. #023 - Electrical" of the JOC Supplemental Price Proposal attached.

Item Total:	\$0.00
Total:	\$25,515.69
Total:	\$25,515.69

APPROVAL

By: 
 Kurt Bennett

Date: 07/13/2015

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development,
 inc., ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.07.13 09:14:02 -0400'

By: 
 Robin Bird

Date: 7/15/15

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com



4200 Federal Highway, Ste. 112
 Fort Lauderdale, Florida 33306
 Phone: 954.786.4632
 www.shiff.com

CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE: Interior Windows (Phase 3)
PROJECT: PB14-03-3rd Fl. Renovations
 City Hall 3rd Floor Renovation
TO: Attn: Robin Bird
 City of Pompano Beach
 1201 NE 5th. Ave.
 Pompano Beach, Fl 33060
 Phone:954.786.4632

PROPOSED JOC MODIFICATION
NO. 24
DATE: 06/08/2015
CONTRACT/PO: 142369
SUBMITTED:
COMPLETED:
REQUIRED:

DESCRIPTION

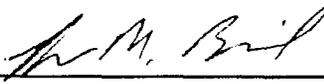
Proposal to furnish labor and material necessary to install (1) 72"x84" Double action store front door, white frame with clear 1/4" tempered glass & standard push/pull and key lock.

Please refer to - "**Running Changes Added to eGordian-Phase 3**" which has been updated on a dialy basis as work has been requested. Please also refer to line items from Category - "**JOC Mod. #024 - Break Room Doors**)" of the JOC Supplemental Price Proposal attached.

Total: \$4,419.17

APPROVAL

By: 
 Kurt Bennett
Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development,
 Inc., ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.06.08 15:09:52 -04'00'

By: 

Date: 06/08/2015

Date: 6/9/15

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com



3207 N. Federal Highway, Ste. 212
 Fort Lauderdale, Florida 33306
 t: 954.524.2575 f: 954.524.2576
 CGC1509764 www.shiff.com

CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE: Operable Wall Structural Support

PROPOSED JOC MODIFICATION

PROJECT: PB14-03-3rd Fl. Renovations
 City Hall 3rd Floor Renovation

NO. 25

DATE: 07/13/2015

TO: Attn: Robin Bird
 City of Pompano Beach
 1201 NE 5th. Ave.
 Pompano Beach, Fl 33060
 Phone:954.786.4632

CONTRACT/PO: 142369

SUBMITTED: 07/13/2015

COMPLETED:

REQUIRED:

DESCRIPTION

Proposal for additional structural reinforcing/support for Panelfold Operable Partitions. Per the manufacturer, the detail provided by the architect, which had support by means of unistruts is insufficient to support the weight of the system.

Please refer to - "**Running Changes Added to eGordian-Phase 3**" which has been updated on a daily basis as work has been requested. Please also refer to line items from Category - "**JOC Mod. #025 - Panelfold Structural Support**" of the JOC Supplemental Price Proposal attached.

Item Total:	\$0.00
Total:	\$8,414.59
Total:	\$8,414.59

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.

APPROVAL

By: 
 Kurt Bennett

Date: 07/13/2015

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development,
 Inc., ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.07.13 09:14:50 -0400'

By: 
 Robin Bird

Date: 7/15/15



3201 N. Federal Highway, Ste. 212
 Fort Lauderdale, Florida 33306
 t: 954 524 2575 f: 954 524 2576
 CC01599764 www.shiff.com

CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE: Break Room Equipment
PROJECT: PB14-03-3rd Fl. Renovations
 City Hall 3rd Floor Renovation
TO: Attn: Robin Bird
 City of Pompano Beach
 1201 NE 5th. Ave.
 Pompano Beach, Fl 33060
 Phone:954.786.4632

PROPOSED JOC MODIFICATION
NO. 26
DATE: 07/13/2015
CONTRACT/PO: 142369
SUBMITTED: 07/13/2015
COMPLETED:
REQUIRED:

DESCRIPTION

Proposal to furnish and install break room equipment requested by Robin Bird

Please refer to - "**Running Changes Added to eGordian-Phase 3**" which has been updated on a daily basis as work has been requested. Please also refer to line items from Category - "**JOC Mod. #026 - Break Room Equipment**" of the JOC Supplemental Price Proposal attached.

Num Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	True Food Service Equipment, Refrigerator, Reach-in (Model No. TS-49G)		1.000	Each	4,777.42	4,777.42
2	True Food Service Equipment, Freezer, Reach-In (Model No. T-23FG)		1.000	Each	4,902.15	4,902.15
3	True Food Service Equipment Undercounter Refrigerator, Reach-in		1.000	Each	2,141.73	2,141.73
4	Manitowoc Ice Maker with Bin, 60 LB/Day		1.000	Each	2,100.14	2,100.14
Item Total:						\$13,921.44
Total:						\$0.00
Total:						\$13,921.44

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com

APPROVAL

By:

Kurt Bennett

Date:

07/13/2015

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff Construction & Development, Inc., ou=Project Coordinator, email=kurt@shiff.com, c=US
 Date: 2015.07.13 10:34:53 -0400

By:

Robin Bird

Date:

7/13/15



3201 N. Federal Highway Ste. 212
 Fort Lauderdale, Florida 33306
 t: 954 524 2575 f: 954 524 2576
 CGC1509764 www.shiff.com

CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE:	Mechanical	PROPOSED JOC MODIFICATION NO.	27
PROJECT:	PB14-03-3rd Fl. Renovations City Hall 3rd Floor Renovation	DATE:	07/13/2015
TO:	Attn: Robin Bird City of Pompano Beach 1201 NE 5th. Ave. Pompano Beach, Fl 33060 Phone:954.786.4632	CONTRACT/PO:	142369
		SUBMITTED:	07/13/2015
		COMPLETED:	
		REQUIRED:	

DESCRIPTION

Proposal to relocate VAV#4 into room 327 in order for ductwork to split and shared with new VAV 5. Provide new supply and return diffusers in elevator lobby to match new 3rd floor standard; demo existing hard duct & provide new flexible to duct to supply diffusers

Please refer to - "**Running Changes Added to eGordian-Phase 3**" which has been updated on a daily basis as work has been requested. Please also refer to line items from Category - "**JOC Mod. #027 - Mechanical**" of the JOC Supplemental Price Proposal attached.

Item Total:	\$0.00
Total:	\$2,003.07
Total:	\$2,003.07

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com

APPROVAL

By: 
 Kurt Bennett
Date: 07/13/2015

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development,
 Inc., ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.07.13 09:15:27 -04'00'

By: 
 Robin Bird
Date: 7/15/15



3201 N. Federal Highway Ste. 212
 Fort Lauderdale, Florida 33306
 t. 954 524 2575 f. 954 524 2576
 CCC1509764 www.shiff.com

CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE: Insta-hot Water Heater & Filters

PROPOSED JOC MODIFICATION

PROJECT: PB14-03-3rd Fl. Renovations
 City Hall 3rd Floor Renovation

NO. 28

DATE: 07/13/2015

TO: Attn: Robin Bird
 City of Pompano Beach
 1201 NE 5th. Ave.
 Pompano Beach, Fl 33060
 Phone:954.786.4632

CONTRACT/PO: 142369

SUBMITTED: 07/13/2015

COMPLETED:

REQUIRED:

DESCRIPTION

Proposal to furnish and install as requested by Owner.

Please refer to - "**Running Changes Added to eGordian-Phase 3**" which has been updated on a daily basis as work has been requested. Please also refer to line items from Category - "**JOC Mod. #028 - Insta-hot Water Heater & Filters**)" of the JOC Supplemental Price Proposal attached.

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		Break Room Sink Water Filter		2.000	Each	589.09	1,178.18
2		Break Room Sink Insta-Hot Water Heater		2.000	Each	387.05	774.09
						Item Total:	\$1,952.27
						Total:	\$0.00
						Total:	\$1,952.27

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com

APPROVAL

By:

Kurt Bennett

Date:

07/13/2015

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development, Inc.,
 ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.07.13 09:16:00 -04'00'

By:

Robin Bird

Date:

7/15/15



3201 N. Federal Highway Ste. 212
 Fort Lauderdale, Florida 33306
 t: 954 524 2575 f: 954 524 2576
 CCC1509764 www.shiff.com

CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE: Fire Sprinkler (Phase 3)

PROJECT: PB14-03-3rd Fl. Renovations
 City Hall 3rd Floor Renovation

PROPOSED JOC MODIFICATION

NO. 29
DATE: 07/13/2015

TO: Attn: Robin Bird
 City of Pompano Beach
 1201 NE 5th. Ave.
 Pompano Beach, FL 33060
 Phone:954.786.4632

CONTRACT/PO: 142369

SUBMITTED: 07/13/2015
COMPLETED:
REQUIRED:

DESCRIPTION

Fire sprinkler modifications required to facilitate construction of new cove light soffit in elevator lobby.

Please refer to - "**Running Changes Added to eGordian-Phase 3**" which has been updated on a daily basis as work has been requested. Please also refer to line items from Category - "**JOC Mod. #029 - Fire Sprinkler**" of the JOC Supplemental Price Proposal attached.

Item Total:	\$0.00
Total:	\$1,870.61
Total:	\$1,870.61

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com

APPROVAL

By: 
 Kurt Bennett

Date: 07/13/2015

By: 
 Robin Bird

Date: 7/15/15

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development,
 Inc., ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.07.13 09:16:33 -0400



3201 N. Federal Highway, Ste. 212
 Fort Lauderdale, Florida 33306
 t. 954 524 2575 f. 954 524 2576
 C001509764 www.shiff.com

CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

<p>TITLE: Paint (Phase 3)</p> <p>PROJECT: PB14-03-3rd Fl. Renovations City Hall 3rd Floor Renovation</p> <p>TO: Attn: Robin Bird City of Pompano Beach 1201 NE 5th. Ave. Pompano Beach, Fl 33060 Phone:954.786.4632</p>	<p>PROPOSED JOC MODIFICATION</p> <p>NO. 30</p> <p>DATE: 07/13/2015</p> <p>CONTRACT/PO: 142369</p> <p>SUBMITTED: 07/13/2015</p> <p>COMPLETED:</p> <p>REQUIRED:</p>
--	--

DESCRIPTION

Painting of additional drywall repair areas, including lobby and hallway ceiling.

Please refer to - "**Running Changes Added to eGordian-Phase 3**" which has been updated on a daily basis as work has been requested. Please also refer to line items from Category - "**JOC Mod. #030 - Paint**)" of the JOC Supplemental Price Proposal attached.

Item Total:	\$0.00
Total:	\$5,149.35
Total:	\$5,149.35

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com

APPROVAL

By:

Kurt Bennett

Date:

07/13/2015

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development,
 Inc., ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.07.13 09:17:25 -04'00'

By:

Robin Bird

Date:

7/15/15



3201 N. Federal Highway, Ste. 212
 Fort Lauderdale, Florida 33306
 t: 954 524 2575 f: 954 524 2576
 C001509764 www.shiff.com

CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE:	Fire Alarm (Phase 3)	PROPOSED JOC MODIFICATION NO.	31
PROJECT:	PB14-03-3rd Fl. Renovations City Hall 3rd Floor Renovation	DATE:	07/13/2015
TO:	Attn: Robin Bird City of Pompano Beach 1201 NE 5th. Ave. Pompano Beach, Fl 33060 Phone:954.786.4632	CONTRACT/PO:	142369
		SUBMITTED:	07/13/2015
		COMPLETED:	
		REQUIRED:	

DESCRIPTION

Fire alarm work necessary to (1) provide additional fire alarm devices shown as existing on plans, but do not actually exist, requiring new devices to be provided; (2) facilitate construction of new elevator lobby light cove soffit &

Please refer to - "**Running Changes Added to eGordian-Phase 3**" which has been updated on a daily basis as work has been requested. Please also refer to line items from Category - "**JOC Mod. #030 - Paint**)" of the JOC Supplemental Price Proposal attached.

Item Total:	\$0.00
Total:	\$6,681.72
Total:	\$6,681.72

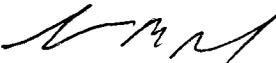
CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com

APPROVAL

By: 
 Kurt Bennett

Date: 07/13/2015

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development,
 Inc., ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.07.13 09:02:45 -04'00'

By: 
 Robin Bird

Date: 7/15/15



3201 A. Federal Highway, Ste. 212
 Fort Lauderdale, Florida 33306
 t: 954 524 2575 f: 954 524 2576
 CCC1509764 www.shiff.com

CONSTRUCTION + DEVELOPMENT

CONSTRUCTION MANAGEMENT | DESIGN-BUILD | OWNER REPRESENTATION

TITLE:	Demo Temp Walls & Furniture/Equipment Relocate (Phase 3)	PROPOSED JOC MODIFICATION NO. 32
PROJECT:	PB14-03-3rd Fl. Renovations City Hall 3rd Floor Renovation	DATE: 07/13/2015
TO:	Attn: Robin Bird City of Pompano Beach 1201 NE 5th. Ave. Pompano Beach, Fl 33060 Phone:954.786.4632	CONTRACT/PO: 142369 SUBMITTED: 07/13/2015 COMPLETED: REQUIRED:

DESCRIPTION

Demolish temporary partitions: (1) into new conference room; (2) offices within new conference room
 Labor provided to relocate City furniture and equipment.

Please refer to - "**Running Changes Added to eGordian-Phase 3**" which has been updated on a daily basis as work has been requested. Please also refer to line items from Category - "**JOC Mod. #032 - Demo Temp Walls & Furniture/Equipment Relocate**" of the JOC Supplemental Price Proposal attached.

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		Demo Temp Walls, Doors & Frames		1.000	LS	545.47	545.47
2		Relocate Furniture & Equipment		1.000	LS	795.48	795.48
3		Additional Dumpsters		4.000	Each	754.19	3,016.76
Total:							\$4,357.71

CC: christopher.schlageter@copbfl.com; jds@shiff.com; grahameagleson@yahoo.com

APPROVAL

By:

Kurt Bennett

Date:

07/13/2015

Digitally signed by Kurt Bennett
 DN: cn=Kurt Bennett, o=Shiff
 Construction & Development,
 Inc., ou=Project Coordinator,
 email=kurt@shiff.com, c=US
 Date: 2015.07.13 12:23:02 -04'00'

By:

Robin Bird

Date:

7/15/15

XX



**CITY OF POMPANO BEACH
BUDGET ADJUSTMENT**

ORIGINATING DEPT.
Development Services/
Finance

DATE
7/21/15

ACCOUNT DESCRIPTION	FND	DP	DV	SUB	EL	OB	AVAILABLE FUNDS	CURRENT BUDGET	* INCREASE	* DECREASE	REVISED BUDGET
Building Fund Balance	001	00	00	392	50	00	8,572,269		180,000		
Transfer to 302	001	99	10	599	91	05	-0-	5,568,647	300,000		
Transfer In (from 001)	302	00	00	381	10	01	-0-	5,568,647	300,000		5,868,647
General Fund Balance "Undesignated"	001	00	00	392	10	00	4,011,564		120,000		
CIP 13221 3rd Floor Design/Const.	302	74	99	530	65	12	10,167	1,045,103	300,000		
* USE WHOLE DOLLARS ONLY								TOTAL			

REASON

The funds are being reallocated to cover unanticipated expenses related to CIP #13221. Changes/upgrades were necessary to maximize functionality and customer service

S. Sibble 7/21/15
Department Head Date

Adjustment is within total budget of department - Yes _____ No X
 Adjustment requires only City Manager approval - Yes _____ No X
 Adjustment requires City Commission approval - Yes X No _____

Adjustment approved at City Commission Meeting of _____

<i>S. Sibble</i> 7/21/15 Finance Director	Date	Budget Office	Date	City Manager	Date	AUDITED BY <i>J. [Signature]</i> 7/21/15	INPUT BY	CONTROL NO.
--	------	---------------	------	--------------	------	--	----------	-------------

Meeting Date: 07/28/2015

Agenda Item 3

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approval to purchase Barricade and Flasher rental, as needed for the Public Works and Utilities Departments, per the City of Fort Lauderdale Cooperative Bid #453-11532 from the awarded vendors MOTPlans.com LLC, Bob's Barricades, Inc. and Roadsafe Traffic Systems, Inc, in the estimated total amount of \$98,000.00.

Summary of Purpose and Why:

The City of Fort Lauderdale issued a bid to establish annual contracts for the rental of barricades and flashers as lead agency for the Southeast Florida Governmental Purchasing Cooperative, on behalf of participating governmental agencies. Formal approval is required for the City to contract with the awarded vendors from the Fort Lauderdale cooperative bid #453-11532 (vendors listed above.) The contract is valid through May 1, 2019, with renewal periods possible as stated in the bid specifications. Based on estimated quantity of barricades and flashers to be rented, and the unit prices submitted by the recommended Co-op low bidder, total expenditures for barricade and flasher rental over the life of the contract may total \$98,000. City Commission approval of this contract award is requested.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert A. McCaughan, Public Works Director 954 786-4097
- (3) Expiration of contract, if applicable: see above
- (4) Fiscal impact and source of funding: As needed, from budgeted funds in accounts 302-7304-530.65-12, 420-7309-533.65-12 Capital Projects/Construction, 001-3060-530-4610 Repairs & Maintenance/ Land Buildings, Improvements

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>7/16/15</u>	<u>APPROVE</u>	<u>Robert McCaughan</u>
General Services	<u>7/20/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>7/21/15</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>7-21-15</u>	<u>Approval</u>	<u>[Signature]</u>

[Signature]
X City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

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

2015 JUL 28 PM 5:05



Memorandum

To: Otis Thomas, General Services Director *OT*

From: Hal Beard, Assistant Public Works Director

Subject: MOT Barricade and Flasher Rental – All Departments

Date: July 15, 2015

After a review of the City of Fort Lauderdale bid results with the Purchasing Department it is recommended that MOTPlans.com LLC, Bob's Barricades, Inc. and Roadsafe Traffic Systems, Inc. be awarded a contract for the rental of barricades and flashers, as needed, at the unit prices bid, based upon the City of Fort Lauderdale bid #453-11532, through May 1, 2019, with possible renewals as stated in the bid specifications.

cc: Robert McCaughan, Public Works Director
Michael Carter, Street Superintendent

MEMORANDUM

Purchasing #15-096
July 17, 2015

To: Dennis W. Beach, City Manager

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

From: Cassandra LeMasurier, Purchasing Supervisor *CL*

Subject: Award Co-op Bid, "Barricade and Flasher Rental" City of Fort Lauderdale Bid #453-11532

Contract Need/Background

The City of Pompano Beach rents barricades and flashers for various capital projects, events and repairs though out the year, on an as needed basis. The City of Fort Lauderdale issued bid #453-11532 for "Barricade and Flasher Rental" as the lead agency for the Southeast Governmental Purchasing Cooperative, on behalf of (17) seventeen participating governmental agencies. This bid contains the combined estimated annual purchase requirements from all of the participating entities. The City of Fort Lauderdale awarded the contract to the lowest bidders MOTPlans.com LLC (primary), Bob's Barricades, Inc. (secondary) and Roadsafe Traffic Systems, Inc. (tertiary). The contract is valid until May 1, 2019 with (1) one annual one year renewal available.

Attached you will find copies of a memorandum from the Public Works Department and copies of the bid documents from the City of Fort Lauderdale.

Funding

Barricades and flashers will be rented as needed, to be paid for from various Public Works and Utilities accounts. Based upon the FY2014 expenditure and year to date FY2015 expenditures for barricade and flasher rentals it is estimated the City will spend \$24,500.00 per fiscal year on barricade and flasher rentals. The estimated total expenditure over the life of the contract may be \$98,000.00.

Market Research

Purchasing identified one business with a Pompano Beach mailing address that is located outside of the City of Pompano Beach city limits. Pricing was obtained from this business. When compared to the pricing of the vendors awarded the Fort Lauderdale contract it was determined it is in the City's best interest to participate in the Cooperative contract.

Award Recommendation

After a review of the City of Fort Lauderdale bid results with the Public Works Department it is recommended that MOTPlans.com LLC (primary), Bob's Barricades, Inc. (secondary) and Roadsafe Traffic Systems, Inc. (tertiary) awarded a contract for the rental of barricades and flashers, as needed, at the unit prices bid, based upon the City of Fort Lauderdale bid #453-11532, through May 1, 2019, with possible renewals as stated in the bid specifications.

Enclosures
cc: file



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

PAGE 1 OF 2

BID/RFP No. 453-11532-1, 2 & 3

Description/Title: Barricades and Flasher Rental

Initial Contract Term: Start Date: 5/2/2015 End Date: 5/1/2019

Renewal Terms of the Contract: 1 (No. of Renewals) Renewal Options for 1 (Period of Time)

Renewal No. 1 Start Date: 5/2/2019 End Date: 5/1/2020

Renewal No. Start Date: End Date:

Renewal No. Start Date: End Date:

SECTION #1 VENDOR AWARD

Vendor Name: MOTPlans.com LLC

Vendor Address: 631 NE 45 Street Oakland Park, FL 33334

Contact: Mark Meyers

Phone: 954-560-0450 Fax: 954-759-8186

Cell/Pager: n/a Email Address: mark@motplans.com

Website: FEIN:

VENDOR AWARD

Vendor Name: Bob's Barricades, Inc.

Vendor Address: 921 Shotgun Road, Sunrise, FL 33326

Contact: Jonathan Elbert

Phone: 954-423-2627 Fax: n/a

Cell/Pager: n/a Email Address: jelbert@bobsbarricades.com

Website: FEIN:

VENDOR AWARD

Vendor Name: Roadsafe Traffic Systems, Inc.
Vendor Address: 1365 NE 119 Street Miami, Florida 33161
Contact: Sandi Parisian
Phone: 305-633-3886 Fax: n/a
Cell/Pager: n/a Email Address: _____
Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: _____
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: _____
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

SECTION #2

AWARD/BACKGROUND INFORMATION

Award Date: 3/17/15 Resolution/Agenda Item No.: Pur-6
Insurance Required: Yes Yes No _____
Performance Bond Required: Yes _____ No NO

SECTION #3

LEAD AGENCY

Agency Name: City of Fort Lauderdale
Agency Address: 100 North Andrews Avenue, Room #619 Fort Lauderdale, FL 33301
Agency Contact: Robert McKenney Email rmckenney@fortlauderdale.gov
Telephone: 954-828-5138 Fax: 954-828-5576

EXHIBIT A

**ORIGINAL
DO NOT REMOVE
FROM FILE**

Solicitation 453-11532

Barricade and Flasher Rental (Co-Op Annual Contract)

Bid designation: Regional



CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 453-11532 Barricade and Flasher Rental (Co-Op Annual Contract)

Bid Number 453-11532
Bid Title Barricade and Flasher Rental (Co-Op Annual Contract)

Bid Start Date Dec 11, 2014 3:45:16 PM EST
Bid End Date Jan 29, 2015 2:00:00 PM EST
Question & Answer End Date Jan 19, 2015 2:00:00 PM EST

Bid Contact Bob McKenney
 Procurement Specialist II
 Procurement
 954-828-5139
 RMcKenney@fortlauderdale.gov

Contract Duration 4 years
Contract Renewal 1 annual renewal
Prices Good for 120 days

Bid Comments The City of Fort Lauderdale as lead agency for the Southeast Governmental Purchasing Cooperative (Co-Op) is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Barricade and Flasher Rental to the Various City Departments and other participating Co-Op agencies in full accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB). For information concerning procedures for responding to this ITB, contact Procurement Specialist II Bob McKenney at 954.828.5139 or rmckenney@fortlauderdale.gov. Any questions that bidders wish to have addressed and which might require an addendum must be submitted through the Question and Answer format through the BidSync website. If required, written addendum will be issued by the City. The City of Fort Lauderdale uses BidSync (www.BidSync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in this solicitation process, nor will any fees be charged to the awarded vendor. Refer to www.BidSync.com for further information. All bids should be submitted electronically through www.BidSync.com.
 Added on Dec 12, 2014:
 Addendum #1

Line Item 14 - The estimated quantity has changed from 85 to 835 rolls of Barrier (Caution) tape.

Addendum # 1

Changes were made to the following items:
 Barrier (Caution) Tape (300'Rolls)

Addendum # 2

Item Response Form

Item 453-11532--01-01 - Flasher Barricades, Type I
Quantity 11090 day
Unit Price
Delivery Location
Public Works Administration Building

949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 11090

Description

Shall be Type I as specified in Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), Federal Highway Administration, and shall conform to the requirements of that manual. (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item **453-11532--01-02 - Flasher Barricades, Type II**

Quantity **16860 day**

Unit Price

Delivery Location

[REDACTED]
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 16860

Description

Shall be Type II as specified in Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), Federal Highway Administration, and shall conform to the requirements of that manual. (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item **453-11532--01-03 - Flasher Barricades, Type III**

Quantity **680 day**

Unit Price

Delivery Location

[REDACTED]
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 680

Description

Shall be Type III as specified in Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), Federal Highway Administration, and shall conform to the requirements of that manual. (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item **453-11532--01-04 - Warning & Regulatory Signs**

Quantity **5707 day**

Unit Price

Delivery Location

[REDACTED]
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 5707

Description

Warning and Regulatory Signs (non-electrical) shall conform to the requirements and specifications contained in Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), Federal Highway Admin. Signs shall include, but not be limited to the following: 1. Road Construction 500 feet 2. Road Construction 1000 feet 3. Road Construction 1600 feet 4. Keep Left 5. Keep Right 6. Detour 7. Left Lane Ends 8. Right Lane Ends 9. Road Closed Local Traffic Only (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item **453-11532--01-05 - Tripod Stands**

Quantity **48 day**

Unit Price

Delivery Location

[REDACTED]
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 48

Description

Will hold small to medium sized signs and shall be approximately 3 feet high. (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item **453-11532--01-06 - Sign Stands**
 Quantity **6169 day**
 Unit Price
 Delivery Location
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 6169

Description

Will hold medium to large sized signs and shall be approximately 6 feet high. (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item **453-11532--01-07 - Arrow Boards, Generator Powered**
 Quantity **250 day**
 Unit Price
 Delivery Location
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 250

Description

Shall consist of flashing lights in the shape of a right or left arrow. Power is provided by means of a gasoline or diesel generator or a solar powered generator system with battery back up for the hours of darkness. The arrow board must be capable of continuous operation, 24 hours per day. (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item **453-11532--01-08 - Traffic Cones, 36 inch**
 Quantity **5342 day**
 Unit Price
 Delivery Location
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 5342

Description

36" with reflective collar. Red/orange or bright fluorescent orange molded PVC, minimum weight 8 lbs. (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item **453-11532--01-09 - Drums**
 Quantity **650 day**
 Unit Price
 Delivery Location
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 650

Description

Drums used for traffic warning or channeling shall be approximately 36" in height and a minimum of 18" in diameter. The markings on drums shall be horizontal, circumferential, orange and white reflector stripes four to eight inches wide, using a material that has a smooth, sealed outer surface that will display the same approximate size, shape and color day and night. There shall be at least two orange and two white stripes on each drum. If there are non-reflectorized spaces between the horizontal orange and white stripes, they shall be no more than two inches wide. (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item **453-11532--01-10 - French Barricades**

Quantity **6705 day**

Unit Price

Delivery Location

City of Fort Lauderdale
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
Qty 6705

Description

Interlocking steel barriers approximately 7'3" long x 3' 5-3/8" high x 1" tube diameter. Barco model CCB1461 or equal. (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item **453-11532--01-11 - Message Boards**

Quantity **278 day**

Unit Price

Delivery Location

City of Fort Lauderdale
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
Qty 278

Description

Variable message board, rechargeable battery operated, as specified in the FDOT Roadway and Traffic Design Standards Manual. Boards may be solar-powered, diesel or gas powered with a 25 hour capacity, maintained by vendor per FDOT specifications. (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item **453-11532--01-12 - Traffic Barriers**

Quantity **409 day**

Unit Price

Delivery Location

City of Fort Lauderdale
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
Qty 409

Description

Triton barrier with bracket mount for sign post/light manufactured by Energy Absorption Systems Inc. or equal. Water filled plastic jersey barrier with internal metal frame and type A" lights furnished and installed (FDOT #99-71023-11). (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item **453-11532--01-13 - Vertical Panels**

Quantity **7795 day**

Unit Price

Delivery Location

City of Fort Lauderdale
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
Qty 7795

Description

Temporary, Type V.P., with type A" lights, FDOT #102-74-1, 36" X 12". (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item **453-11532--01-14 - Barrier (Caution) Tape (300'Rolls)**

Quantity **535 roll**

Unit Price

Delivery Location

Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 535

Description

Barrier (Caution) tape shall consist of 3 inch by 3 mil by 300 feet roll of yellow, reflective tape with the word "CAUTION" printed in black at intervals on the entire length of the tape. (Price bid is per each roll furnished. Refer to para. 2.11 of attachment.)

Addendum # 1

Item **453-11532--01-15 - Optional Set-up Service, Flasher Barricades 1-20**
 Quantity **193 lot**
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 193

Description

Normally, the rental items requested in 1 through 13 above will be delivered to a stated site and set-up by City or agency staff. However, where such staff is unavailable, it may be necessary for the Contractor to set-up this equipment. The bidder shall quote a firm fixed price for setting up one lot of from 1 to 20 flasher barricades. For bidding purposes, assume 200 such requests for service will be made.

Item **453-11532--01-16 - Optional Set-up Services, Flasher Barricades 21-50**
 Quantity **150 lot**
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 150

Description

Normally, the rental items requested in 1 through 13 above will be delivered to a stated site and set-up by City or agency staff. However, where such staff is unavailable, it may be necessary for the Contractor to set-up this equipment. The bidder shall quote a firm fixed price for setting up one lot of from 21 to 50 flasher barricades. For bidding purposes, assume 150 such requests for service will be made.

Item **453-11532--01-17 - Optional Set-up services, Flasher Barricades 51-100**
 Quantity **75 lot**
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 75

Description

Normally, the rental items requested in 1 through 13 above will be delivered to a stated site and set-up by City or agency staff. However, where such staff is unavailable, it may be necessary for the Contractor to set-up this equipment. The bidder shall quote a firm fixed price for setting up one lot of from 51 to 100 flasher barricades. For bidding purposes, assume 75 such requests for service will be made.

Item **453-11532--01-18 - Optional Set-up Services, Flasher Barricades Over 100**
 Quantity **25 lot**
 Unit Price
 Delivery Location

Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 25

Description

Normally, the rental items requested in 1 through 13 above will be delivered to a stated site and set-up by City or agency staff. However, where such staff is unavailable, it may be necessary for the Contractor to set-up this equipment. The bidder shall quote a firm fixed price for setting up one lot of over 100 flasher barricades. For bidding purposes, assume 25 such requests for service will be made.

Item **453-11532--01-19 - Optional Set-up Services, Signs 1-10**
 Quantity **50 lot**
 Unit Price
 Delivery Location

Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 50

Description

Normally, the rental items requested in 1 through 13 above will be delivered to a stated site and set-up by City or agency staff. However, where such staff is unavailable, it may be necessary for the Contractor to set-up this equipment. The bidder shall quote a firm fixed price for setting up one lot of from 1 to 10 signs. For bidding purposes, assume 50 such requests for service will be made.

Item **453-11532--01-20 - Optional Set-up Services, Signs Over 10**
 Quantity **25 lot**
 Unit Price
 Delivery Location

Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 25

Description

Normally, the rental items requested in 1 through 13 above will be delivered to a stated site and set-up by City or agency staff. However, where such staff is unavailable, it may be necessary for the Contractor to set-up this equipment. The bidder shall quote a firm fixed price for setting up one lot of over 10 signs. For bidding purposes, assume 25 such requests for service will be made.

Item **453-11532--01-21 - Lane Closure**
 Quantity **10 lot**
 Unit Price
 Delivery Location

Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 10

Description

Normally, the rental items requested in 1 through 13 above will be delivered to a stated site and set-up by City or agency staff. However, where such staff is unavailable, it may be necessary for the Contractor to set-up this equipment. The bidder shall quote a firm fixed price for setting up 1 lane closure with signs, barricades and 1 arrow board. For bidding purposes, assume 10 such requests will be made.

Item **453-11532--01-22 - Optional Services, MOT Drawing/Permit**
 Quantity **192 each**

Unit Price

Delivery Location

City of Fort Lauderdale

Public Works Administration Building
949 NW 38th Street
Ft. Lauderdale FL 33309
Qty 192

Description

A participating agency may sometimes be required to perform work on a state, county or city roadway that requires a Maintenance of Traffic drawing and permit. The bidder will state a fee for this service.

Item

453-11532--01-23 - Optional Services, Site Visit

Quantity

30 each

Unit Price

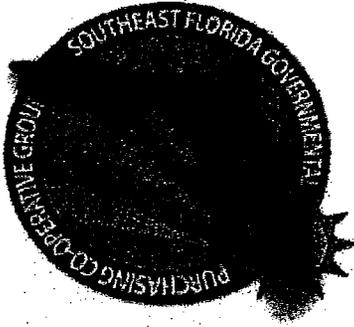
Delivery Location

City of Fort Lauderdale

Public Works Administration Building
949 NW 38th Street
Ft. Lauderdale FL 33309
Qty 30

Description

If the Contractor has set-up the barricades and other devices per the optional set-up services of paragraph 2.06, and a MOT permit requires that the site be inspected periodically to insure compliance with the MOT drawing, the Contractor will perform this service at the request of the agency. The bidder will state a cost per site visit for this service.



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

ITB # 453-11532

TITLE: Barricade and Flasher Rental (Co-Op Annual Contract)

PART I - INFORMATION SPECIAL CONDITIONS**01. PURPOSE**

The City of Fort Lauderdale, Florida (City) as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group (Co-Op) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide a four year contract for the rental of Barricades and Flashers for the City's Public Works Department and other participating agencies, in accordance with the terms, conditions, and specifications contained in this Invitation For Bid (ITB).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist II, Bob McKenney at 954.828.5139 or email at rmckenney@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

04. PRE-BID CONFERENCE AND/OR SITE VISIT

There will not be a pre-bid conference or site visit for this Invitation to Bid.

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. BID DOCUMENTS

The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

07. AWARD

Contractor must bid on all items. Partial bids will not be considered.

Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid solicitation.

08. PRICE VALIDITY

Prices provided in this Invitation to bid (ITB) are valid for 120 days from time of ITB opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

09. GENERAL CONDITIONS

General Conditions Form G-107 Rev. 10/13 (GC) are included and made a part of this ITB.

10. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

11. CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

12. RULES AND SUBMITTALS OF BIDS

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

13. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City or on May 2, 2015, whichever is later, and shall expire four years from that date. The City reserves the right to extend the contract for one, additional one year term, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

14. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term of four years. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

15. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

16. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor

Coordinate and approve all work under the contract.

Resolve any disputes.

Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

17. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.

18. **INVOICES/PAYMENT**
See Section 2.11, Billing.

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

19. **RELATED EXPENSES/TRAVEL EXPENSES**
All costs including travel are to be included in your proposal. The City will not accept any additional costs.

20. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**
While this contract is for services provided to the department referenced in this Invitation For Bid, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

21. **DELETION OR MODIFICATION OF SERVICES**
The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the

Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to services, after the City has approved work to begin on such services, and a budget has been established for those services, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

22. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation - Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment

Limits: Bodily injury	\$250,000 each person
	\$500,000 each occurrence
Property damage	\$100,000 each occurrence

A copy of ANY current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
 Procurement Services Division
 100 N. Andrews Avenue, Room 619
 Fort Lauderdale, FL 33301

23. SUB-CONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

24. INSURANCE – SUB-CONTRACTORS

Contractor shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the contractor.

25. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or

omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

26. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

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

27. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

28. SAFETY

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

29. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the

City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

30. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

31. BID TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Services Division at 954-828-5933.

32. SAMPLE CONTRACT AGREEMENT

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website <http://www.fortlauderdale.gov/purchasing/AWARDS/CONTRACT%20TEMPLATE%20SERVICE%20060214.pdf>

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**2.01. SCOPE OF WORK**

The Contractor shall provide barricades, flashers and other related items described below. Such items will be delivered to and/or removed from any participating agency's location or job site in Miami-Dade, Broward or Palm Beach Counties. All costs for the described service shall be as stated in the bid proposal. This service shall be available twenty-four hours per day, seven days per week. Delivery shall be made within two (2) hours of notification. Pick-up shall be made within 72 hours of notification. Consideration will be given for signs other than those specified above for the amount of time necessary to prepare the sign(s). There will be no minimum quantities or minimum unit day requirements.

2.02. BASIC SERVICES

The Contractor shall employ personnel who are competent and experienced in providing the above stated services, to provide services that are equal to the practice prevalent by contractors performing the same work and commensurate with the magnitude and intricacy of the work under consideration.

The Contractor shall:

- A. Have two-way radio dispatched delivery trucks, or cell phones and provide the City with toll-free telephone numbers for service request calls.
- B. Provide the city or participating agency with a contact phone number that is monitored twenty-four hours per day.
- C. Deliver items as ordered. Where units delivered are other than what was ordered or where the units do not conform to specifications, including flashers that do not flash, the delivery requirement shall not be considered as met.
- D. Provide the City or participating agency with an estimated time of delivery or pick-up when service requests are made.
- E. Replace any units found to be damaged or inoperable at no additional cost to the City, with delivery and pick-up times for the replacements meeting the above time requirements.
- F. Provide an order number to the City for each order at the time it is made in order to confirm the order. Receipts for each day's deliveries shall be faxed to the Public Works Dispatcher by 5:00 PM the same day. The fax number is 954-828-7881. Receipts for deliveries made after 5:00 PM shall be faxed the next business day. The receipt shall contain the order number, date and time of delivery and the number and type of each unit. This requirement will vary by agency.
- G. Provide a pick-up number to the City or participating agency for each order that has been requested for pick up at the time it is made in order to confirm pick up. Receipts for each day's pick-ups shall be faxed to the Public Works Dispatcher by 5:00 PM the same day. The fax number is 954-828-7881. Receipts for pick-ups made after 5:00 PM shall be faxed the next business day. All barricades, signs and arrow boards shall be removed at the time of pick-up. If at the time of pick-up, the Contractor chooses not to remove all items for any reason, the Contractor shall notify the Public Works Dispatcher via fax by the next business

day. The notice shall refer to the pick-up number and explain the reason why the Contractor elected not to remove all of the items.

- H. Include the order number or pick-up number in any correspondence referring to said orders or pick-ups.
- I. If items are not available for delivery as ordered, the contractor must notify the City prior to delivery of any changes.

2.03. ADDITIONAL SET-UP SERVICES

Normally, the items requested will be delivered to a stated site and set-up by City or agency staff. However, where such staff is unavailable, it may be necessary for the Contractor to set-up this equipment for maintenance of traffic and/or pedestrian safety. The bidder shall quote a firm fixed price for this service on the Bid Proposal page. Price to vary per number of units requested. For bidding purposes, assume 20% of the estimated quantities listed in paragraph 2.06 will be required to be set-up by the Contractor.

2.03. ADDITIONAL SERVICES

- A. Maintenance of Traffic (MOT) drawing and permit – a participating agency may sometimes be required to perform work on a state, county or city roadway that requires a Maintenance of Traffic drawing and permit. The bidder will state a fee for this service on the Bid Proposal Pages.
- B. Site visits – if the Contractor has set-up the barricades and other devices per the additional set-up services of paragraph 2.06 below, the MOT permit requires that the site be inspected periodically to insure compliance with the MOT drawing. The bidder will state a cost per site visit for this service in the Bid Proposal Pages.

2.04. EQUIPMENT TO BE FURNISHED

- A. Flasher barricades – shall be Type I, Type II and Type III (as required) as specified in Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), Federal Highway Administration, and shall conform to the requirements of that manual.
- B. Warning and Regulatory Signs (non-electrical) – shall conform to the requirements and specifications contained in Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), Federal Highway Administration. Signs shall include, but not be limited to the following:
 - 1. Road Construction – 500 feet.
 - 2. Road Construction – 1000 feet.
 - 3. Road Construction – 1500 feet.
 - 4. Keep Left
 - 5. Keep Right
 - 6. Detour
 - 7. Left Lane Ends
 - 8. Right Lane Ends
 - 9. Road Closed – Local Traffic Only
- C. Tripod Stands – will hold small to medium sized signs and shall be approximately 3 feet high.

- D. Sign Stands – will hold medium to large sized signs and shall be approximately 6 feet high.
- E. Generator powered arrow boards – shall consist of flashing lights in the shape of a right or left arrow. Power is provided by means of a gasoline or diesel generator or a solar powered generator system with battery back up for the hours of darkness. The arrow board must be capable of continuous operation, 24 hours per day.
- F. Cones - 36" with reflective collar. Red/orange or bright fluorescent orange molded PVC, minimum weight 8 lbs.
- G. Drums - Drums used for traffic warning or channeling shall be approximately 36" in height and a minimum of 18" in diameter. The markings on drums shall be horizontal, circumferential, orange and white reflector stripes four to eight inches wide, using a material that has a smooth, sealed outer surface that will display the same approximate size, shape and color day and night. There shall be at least two orange and two white stripes on each drum. If there are non-reflectorized spaces between the horizontal orange and white stripes, they shall be no more than two inches wide.
- H. French Barricades - Interlocking steel barriers approximately 7'3" long x 3' 5-3/8" high x 1" tube diameter. Barco model CCB1461 or equal.
- I. Message Boards - Variable message board, rechargeable battery operated, as specified in the FDOT Roadway and Traffic Design Standards Manual. Boards may be solar-powered, diesel or gas powered with a 25 hour capacity, maintained by vendor per FDOT specifications.
- J. Traffic Barriers - Triton barrier with bracket mount for sign post/light manufactured by Energy Absorption Systems Inc. or equal. Water filled plastic jersey barrier with internal metal frame and type "A" lights furnished and installed (FDOT #99-71023-11).
- K. Vertical Panels - Temporary, Type V.P., with type "A" lights, FDOT #102-74-1, 36" X 12".
- L. Barrier (Caution) tape – shall consist of 3 inch by 3 mil by 300 feet roll of yellow, reflective tape with the word "CAUTION" printed in black at intervals on the entire length of the tape.

2.05 PARTICIPATING CO-OP MEMBERS

- A. City of Aventura
19200 W. Country Club Drive
Aventura, FL 33180
Contact: Sarju Indra Phone: 305-466-8925
- B. City of Coral Springs
9551 West Sample Road
Coral Springs, FL 33065
Contact: Leo Bermudez Phone: 954-344-1101
- C. City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

- Contact: Nanci Denny Phone: 954-924-6800 X3674
- D. City of Deerfield Beach
210 Goolsby Blvd.
Deerfield Beach, FL 33442
Contact: Donna Council Phone: 954-480-4388
- E. City of Fort Lauderdale Parks
1350 W. Broward Blvd.
Ft. Lauderdale, FL 33312
Contact: Carrie Keohane Phone: 954-828-5354
- F. City of Fort Lauderdale Public Works – Utilities Division
949 NW 38th Street
Ft. Lauderdale, FL 33309
Contact: Marla Donald Phone: 954-828-7842
- G. City of Hallandale Beach
410 SE 3rd Street
Hallandale Beach, FL 33009
Contact: Bob Williams Phone: 954-457-1452
- H. City of Hollywood
2600 Hollywood Boulevard
Hollywood, FL 33020
Contact: Ian Superville Phone: 954-921-3552
- H. City of Lauderhill
5581 West Oakland Park Boulevard
Lauderhill, FL 33313
Contact: Charles Cuyler Phone: 954-730-4230
- I. City of Miami Gardens Public Works
3000 NW 179th Street
Miami Gardens, FL 33169
Contact: Pam Thompson Phone: 305-622-8031
- J. City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Contact: Randy Cross Phone: 954-602-3054
- K. City of Oakland Park
5100 NE 12th Terrace
Oakland Park, FL 33334
Contact: Art Saey Phone: 954-630-4433
- L. City of North Miami Beach
776 NE 125 Street
North Miami, FL 33161
Contact: Debbie Faestra Phone: 305-895-9886

- M. City of Pompano Beach
1190 NE 3rd Ave. Building C
Pompano Beach, FL 33060
Contact: Otis Thomas Phone: 561-644-1069

- N. City of Sunrise
Addresses will vary
Sunrise, FL 33357
Contact: Wendy Lorenzo Phone: 954-572-2485

- O. City of Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305
Contact: David Archacki Phone: 954-390-2190

- P. Town of Davie
6591 Orange Drive
Davie, FL 33314
Contact: Herb Hyman Phone: 954-797-1016

- Q. Village of Wellington
14001 Pierson Road
Wellington, FL 33414
Contact: Mitch Fleury Phone: 561-791-4140
Bill Conerly 561-791-2576
Dennis Flaherty 561-791-4147

2.06 ESTIMATED QUANTITIES

1.	Flasher Barricades, Type I	11,090 DAY UNITS
2.	Flasher Barricades, Type II	16,860 DAY UNITS
3.	Flasher Barricades, Type III	680 DAY UNITS
4.	Warning/Regulatory Signs	5,707 DAY UNITS
5.	Tripods	48 DAY UNITS
6.	Sign Stands	6,169 DAY UNITS
7.	Generator Powered Arrow Boards	250 DAY UNITS
8.	Cones	5,342 DAY UNITS
9.	Drums	650 DAY UNITS
10.	French Barricades	6,705 DAY UNITS
11.	Message Boards	278 DAY UNITS
12.	Traffic Barriers	219 DAY UNITS
13.	Vertical Panels	7,795 DAY UNITS
14.	Barrier (Caution)Tape (300' rolls)	535 ROLLS
15.	M.O.T	193 DAY UNITS
16.	Traffic Barriers	190 DAY UNITS

Additional Set-up Services – assume these services will be needed for 20% of the estimated quantities above and enter pricing for each group of units on bid proposal pages.

Flasher Barricades 1 – 20 Units

21 – 50 Units
 50 – 100 Units
 Over 100 Units

Signs 1- 10 Units
 Over 10 Units

Lane closure with signs, barricades, and 1 arrow board

Optional Services

- | | | |
|---------------------------------------|-----------|-------------------------------|
| 1. MOT Drawing/Permit, per site pages | 10 SITES | Enter price on proposal pages |
| 2. Site Visits – per visit pages | 30 VISITS | Enter price on proposal pages |

BIDDER MUST BID ON ALL ITEMS LISTED IN ORDER TO BE CONSIDERED FOR AWARD.

2.07. RESPONSIBILITY FOR LOSS, THEFT OR DAMAGE

The City of Fort Lauderdale and participating agencies shall not be held responsible for lost, stolen or damaged units and no additional allowance and/or payments will be made to compensate for such.

2.08. WARRANTY OF USAGE

The quantities listed above and on the bid proposal pages are an estimate and are furnished for information and tabulation purposes only. No warranty is given or implied that this is the exact quantity of items or services that will be needed. The contractor is expected to fulfill the City's and co-op's needs as they arise.

2.09. AGENCY OWNED EQUIPMENT

In cases of emergency, or when deemed necessary, the City and participating agencies retain the option of using their own barricades, flashers, signs, tripods, stands, generator powered arrow boards, barrier tape and other such items.

2.10. SAMPLE

It may be necessary for bidders to submit a fully working sample of the flasher barricade. When requested, such sample will be delivered to the City of Fort Lauderdale, Public Works Administration Building, Attn: Mark Darmanin, 949 NW 38th Street, Oakland Park, FL 33309.

2.11. BILLING

Billing shall be on the basis of unit day. Said unit day shall be for one (1) unit of barricade/flasher, sign, tripod, sign stand or generator powered arrow board beginning at 12:00 midnight and continuing for the next 24 hours or fraction thereof for the item in use. Barrier (caution) tape will be a purchased item and will not be returned to the Contractor. Each item on

the bill shall refer to an order number. The pick-up number shall also be included, if the item was requested to be picked up.

The City's and agencies' using departments and the Contractor will each maintain a daily record of the total number of barricade days of service. Payment will normally be made once per month, by the 10th of the month following the use of rented units and receipt of invoices. Invoices must be submitted within 30 days of the end of every month and must be computer generated. Invoices generated by hand shall not be accepted.

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class Item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic

circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II. DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City. The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-8000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30)

days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 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 Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Law"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the

Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

**3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

**THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>**

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED for General Liability Insurance**, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V. PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's

expense. Payment will be made only after City receipt and acceptance of materials or services.

- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented. Increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.
- 5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES:** if applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:
- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, 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 from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

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

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

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

GENERAL QUESTIONNAIRE

1. Number of years experience the bidder has had in providing similar services:

Years

2. Provide three references for which you have performed similar services.

Company Name:

Address:

Contact Name: Telephone:

Company Name:

Address:

Contact Name: Telephone:

Company Name:

Address:

Contact Name: Telephone:

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

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read 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 bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked by the bidder in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by:
(Authorized signature) (date)

Name (printed) Title:

Company: (Legal Registration) s

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §807.1501 (visit <http://www.dos.state.fl.us/>).

Address:

City State: Zip

Telephone No: FAX No: Email:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Payment Terms (section 1.04): Total Bid Discount (section 1.05):

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>

P-CARDS: Will your firm accept the City's Credit Card (VISA / MasterCard) as payment for goods/services?

VISA YES NO MasterCard YES NO

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:
revised 06/11/14

Question and Answers for Bid #453-11532 - Barricade and Flasher Rental (Co-Op Annual Contract)

OVERALL BID QUESTIONS

Question 1

We are looking to see if there is a mandatory prebid meeting for the above mentioned project. (Submitted: Dec 12, 2014 7:29:23 AM EST)

Answer

- There will not be a pre-bid meeting for this project. (Answered: Dec 12, 2014 7:29:47 AM EST)

Question 3

Please provide 5 random work orders from the last two contracts this one is replacing (Submitted: Dec 12, 2014 7:58:57 AM EST)

Answer

- We do not have work orders in the Purchasing Division. (Answered: Dec 12, 2014 8:02:12 AM EST)

Question 5

Estimated quantities for Caution Tape lists 535 rolls under 2.06 in the Barricade and Flasher Rental Co-op doc and only 85 rolls in the bid line item. Which number is correct? (Submitted: Dec 12, 2014 9:02:44 AM EST)

Answer

- I will correct the line item to an estimated 535 rolls on the item line. Thank you for catching this. (Answered: Dec 12, 2014 9:20:13 AM EST)



**AGREEMENT FOR
BARRICADE AND FLASHER RENTAL (CO-OP ANNUAL CONTRACT)**

THIS AGREEMENT, made this 17 day of March 2015, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and MotPlans.com LLC, a Florida limited liability company, ("Contractor" or "Company"), whose address and phone number are 631 NE 45 Street, Oakland Park, Florida 33334, Phone: 954-560-0450, Fax: 954-759-9186, Email: mark@motplans.com,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

- (1) Invitation to Bid No. 453-11532, Barricade and Flasher Rental (Co-Op Annual Contract), including any and all addenda, prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB dated January 16, 2015, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated March 17, 2015, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on May 2, 2015, and shall end on May 1, 2019. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

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

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2014), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2014), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2014), as may be amended or revised.

CC. Public Records

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 public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost

provided in Chapter 119, Florida Statutes (2014), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
City Manager

Approved as to form:

[Signature]
Senior Assistant City Attorney

ATTEST:

[Signature]
Print Name: Mark Meyers
Title: _____

MOTPLANS.COM LLC

By: [Signature]
Sattya P. Sukhu
Managing Member

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Dewey

The foregoing instrument was acknowledged before me this 16 day of April, 2015, by Sattya P. Sukhu as managing member for MotPlans.com LLC, a Florida limited liability company.

(SEAL)



MARK MEYERS
MY COMMISSION # FF 022364
EXPIRES: September 29, 2017
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of Florida
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT B

MOT Plans						
Work Order #			City of Fort Lauderdale			
Work Order Description			Dakeland Park, FL 33313			
Phone: 754-330-2450						
Fax: 754-330-2155						
Contract #						
ABC EBT MBO 50						
Item #	Line Item	Notes	Unit Price	Quantity	Amount	Alt. Desc.
		Supplier Product Code:	First Offer - \$0.25			
453-11532--01-02	Flasher Barricades, Type II	Supplier Product Code:	First Offer - \$0.45	16860 / day	\$7,587.00	Y
		Supplier Product Code:	First Offer - \$0.75			
453-11532--01-04	Warning & Regulatory Signs	Supplier Product Code:	First Offer - \$0.75	5707 / day	\$4,280.25	Y
		Supplier Product Code:	First Offer - \$0.00			
453-11532--01-06	Sign Stands	Supplier Product Code:	First Offer - \$0.25	6169 / day	\$1,542.25	Y
		Supplier Product Code:	First Offer - \$1.00			
453-11532--01-08	Traffic Cones, 36 Inch	Supplier Product Code:	First Offer - \$1.00	5342 / day	\$5,342.00	Y
		Supplier Product Code:	First Offer - \$0.35			
453-11532--01-09	Drums	Supplier Product Code:	First Offer - \$0.35	650 / day	\$227.50	Y
453-11532--01-10	French Barricades	Supplier Product Code:	First Offer - \$6.00	6705 / day	\$40,230.00	Y
		Supplier Product Code:	First Offer - \$6.00			
453-11532--01-12	Traffic Barriers	Supplier Product Code:	First Offer - \$6.00	409 / day	\$2,454.00	Y
		Supplier Product Code:	First Offer - \$0.25			
453-11532--01-14	Barrier (Caution) Tape (300'Rolls)	Supplier Product Code:	First Offer - \$4.98	535 / roll	\$2,664.30	Y
		Supplier Product Code:	First Offer - \$20.00			
453-11532--01-16	Optional Set-up Services, Flasher Barricades 21-50	Supplier Product Code:	First Offer - \$35.00	150 / lot	\$5,250.00	Y

Item #	Description	Supplier Product Code	First Offer -	Quantity	Unit Price	Total Price	Y/N
453-11532--01-18	Optional Set-up Services, Flasher Barricades Over 100	Supplier Product Code:	First Offer - \$100.00	25 / lot	\$2,500.00	\$2,500.00	Y
453-11532--01-20	Optional Set-up Services, Signs Over 10	Supplier Product Code:	First Offer - \$27.00	25 / lot	\$675.00	\$675.00	Y
453-11532--01-22	Optional Services, MOT Drawing/Permit	Supplier Product Code:	First Offer - \$25.00	192 / each	\$4,800.00	\$4,800.00	Y
453-11532--01-23	Optional Services, site visit	Supplier Product Code:	First Offer - \$5.00	30 / each	\$150.00	\$150.00	Y

Supplier Total \$118,371.03

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB:

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic

circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City. The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30)

days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 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 Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the

Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's

expense. Payment will be made only after City receipt and acceptance of materials or services.

- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.
- 5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES:** if applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:
- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, 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 from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

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

NAME

RELATIONSHIPS

motplans

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

GENERAL QUESTIONNAIRE

1. Number of years experience the bidder has had in providing similar services:

11Years

2. Provide three references for which you have performed similar services.

Company Name: **City of Fort Lauderdale**

Address: **100 N. Andrews Ave. 6th Floor, Public Works, Ft. Laud.**

Contact Name: **Debbie Smith** Telephone: **954-828-7755**

Company Name: **City of Pompano**

Address: **PO Box 1300, Pompano, 33061**

Contact Name: **Steve Rittenhouse** Telephone: **954-786-4082**

Company Name: **City of Sunrise**

Address: **10770 W. Oakland Park Blvd., Sunrise**

Contact Name: **Frank Verardi** Telephone: **954-888-6092**

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

No

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read 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 bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: Mark Meyers 1/16/15
(Authorized signature) (date)

Name (printed) Mark Meyers Title: VP

Company: (Legal Registration) MOTPlans.coms

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: 631 NE 45 Street

City Oakland Park State: FL Zip 33334

Telephone No: 954-560-0450 FAX No. 954-759-9186 Email: mark@motplans.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 2 Hours

Payment Terms (section 1.04): 45 Days Total Bid Discount (section 1.05):

Does your firm qualify for MBE or WBE status (section 1.09): MBE Yes WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
1	Dec. 12, 2014

P-CARDS: Will your firm accept the City's Credit Card (VISA / MasterCard) as payment for goods/services?

VISA YES NO MasterCard YES NO

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

scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

revised 06/11/14

**AGREEMENT FOR
BARRICADE AND FLASHER RENTAL (CO-OP ANNUAL CONTRACT)**

THIS AGREEMENT, made this 17th day of March 2015, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Bob's Barricades, Inc., a Florida corporation, ("Contractor" or "Company"), whose address and phone number are 921 Shotgun Road, Sunrise, Florida 33326, Phone: 954-423-2627, Fax: 954-473-8737, Email: jbaldwin@bobsbarricades.com,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

- (1) Invitation to Bid No. 453-11532, Barricade and Flasher Rental (Co-Op Annual Contract), including any and all addenda, prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB dated January 13, 2015, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated March 17th, 2015, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on May 2, 2015, and shall end on May 1, 2019. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

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

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2014), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2014), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2014), as may be amended or revised.

CC. Public Records

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 public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost

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provided in Chapter 119, Florida Statutes (2014), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
City Manager

Approved as to form:

[Signature]
Senior Assistant City Attorney

ATTEST:

[Signature]
Marvin Davidson
Secretary

BOB'S BARRICADES, INC.

By: [Signature]
Alan Chesler
President

(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 17 day of April, 2015, by Alan Chesler as president for Bob's Barricades, Inc., Florida corporation.

(SEAL)



[Signature]
Notary Public, State of _____
(Signature of Notary Public)

Lynda Pacetti
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT B

Bob's Barricades						
Company: Bob's Barricades		Address: 921 Atlantic Blvd		City: Fort Lauderdale, FL 33304		
Phone: 954-327-2227		Website: www.bobsbarricades.com				
Item #	Item Name	Supplier Product Code	Unit Price	Qty/Unit	Amount	Alt. Desc
453-11532--01-02	Flasher Barricades, Type II	Supplier Product Code:	First Offer - \$1.60	16860 / day	\$26,976.00	Y
453-11532--01-04	Warning & Regulatory Signs	Supplier Product Code:	First Offer - \$1.00	5707 / day	\$5,707.00	Y
453-11532--01-06	Sign Stands	Supplier Product Code:	First Offer - \$0.10	6169 / day	\$616.90	Y
453-11532--01-08	Traffic Cones, 36 inch	Supplier Product Code:	First Offer - \$0.75	5342 / day	\$4,006.50	Y
453-11532--01-10	French Barricades	Supplier Product Code:	First Offer - \$5.00	6705 / day	\$33,525.00	Y
453-11532--01-12	Traffic Barriers	Supplier Product Code:	First Offer - \$4.50	409 / day	\$1,840.50	Y
453-11532--01-14	Barrier (Caution) Tape (300'Rolls)	Supplier Product Code:	First Offer - \$4.00	535 / roll	\$2,140.00	Y
453-11532--01-16	Optional Set-up Services, Flasher Barricades 21-50	Supplier Product Code:	First Offer - \$40.00	150 / lot	\$6,000.00	Y
453-11532--01-17	Optional Set-up Services, Flasher Barricades 51-100	Supplier Product Code:	First Offer - \$75.00	75 / lot	\$5,625.00	Y

Barricades 5' 100'		Code:				
453-11532--01-18	Optional Set-up Services, Flasher Barricades Over 100	Supplier Product Code:	First Offer - \$100.00	25 / lot	\$2,500.00	Y
453-11532--01-19	Optional Set-up Services, Signs Over 10	Supplier Product Code:	First Offer - \$50.00	25 / lot	\$1,250.00	Y
453-11532--01-20	Optional Set-up Services, Signs Over 10	Supplier Product Code:	First Offer - \$50.00	25 / lot	\$1,250.00	Y
453-11532--01-21	Optional Set-up Services, Signs Over 10	Supplier Product Code:	First Offer - \$25.00	192 / each	\$4,750.00	Y
453-11532--01-22	Optional Services, MOT Drawing/Permit	Supplier Product Code:	First Offer - \$50.00	192 / each	\$9,600.00	Y
453-11532--01-23	Optional Services, MOT Drawing/Permit	Supplier Product Code:	First Offer - \$25.00	192 / each	\$4,750.00	Y

Supplier Total \$151,489.88

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.06 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic

circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City. The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30)

days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 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 Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the

Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's

expense. Payment will be made only after City receipt and acceptance of materials or services.

- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.
- 5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES:** if applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:
- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, 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 from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

- 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
- 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

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

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

GENERAL QUESTIONNAIRE

1. Number of years experience the bidder has had in providing similar services:

40 Years

2. Provide three references for which you have performed similar services.

Company Name: City of Orlando

Address: 400 South Orange Ave, Orlando, Fl 32802

Contact Name: Brian Ferrer Telephone: 407-246-2291

Company Name: Florida's Turnpike Enterprise

Address: Milepost 263, Bldg 5315, Turkey Lake Service Plaza, Ocoee, Fl 34761

Contact Name: Richard Nethercote, Jr Telephone: 407-532-3999

Company Name: Orlando-Orange County Expressway Authority

Address: 4974 Orl Tower Rd, Orlando, Fl 32807

Contact Name: Claude Miller Telephone: 407-690-5000

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

No

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read 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 bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked by the bidder in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: **John Baldwin** 1/13/15
(Authorized signature) (date)

Name (printed) **John Baldwin** Title: **Vice President of Estimating**

Company: (Legal Registration) **Bob's Barricades, Inc.s**

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address:

City State: Zip

Telephone No: FAX No. Email:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Payment Terms (section 1.04): Total Bid Discount (section 1.05):

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
1	12.12.14

P-CARDS: Will your firm accept the City's Credit Card (VISA / MasterCard) as payment for goods/services?

VISA YES NO MasterCard YES NO

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

scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

revised 06/11/14

**AGREEMENT FOR
BARRICADE AND FLASHER RENTAL (CO-OP ANNUAL CONTRACT)**

THIS AGREEMENT, made this 17 day of March 2015, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Roadsafe Traffic Systems, Inc., a Delaware corporation authorized to transact business in the State of Florida, ("Contractor" or "Company"), whose address and phone number are 1365 NE 119 Street, Miami, Florida 33161, Phone: 305-633-3883, Fax: 305-633-5850, Email: ddercole@roadsafetraffic.com,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

- (1) Invitation to Bid No. 453-11532, Barricade and Flasher Rental (Co-Op Annual Contract), including any and all addenda, prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB dated January 22, 2015, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated March 17, 2015, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on May 2, 2015, and shall end on May 1, 2019. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

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

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2014), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2014), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2014), as may be amended or revised.

CC. Public Records

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 public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost

provided in Chapter 119, Florida Statutes (2014), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
City Manager

Approved as to form:

[Signature]
Senior Assistant City Attorney

ATTEST:
[Signature]
Margaret Bennett
Secretary

ROADSAFE TRAFFIC SYSTEMS, INC.

By: [Signature]
David Myers ~~for~~ Emmons
President TREASURER

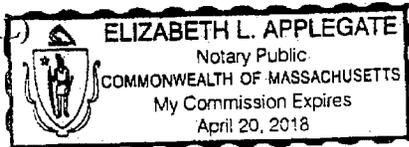
(CORPORATE SEAL)

STATE OF Massachusetts :
COUNTY OF Norfolk :

RON EMMONS
Treasurer

The foregoing instrument was acknowledged before me this 22nd day of April, 2015, by David Myers as president for Roadsafe Traffic Systems, Inc., a Delaware corporation authorized to transact business in the State of Florida.

(SEAL)



[Signature]
Notary Public, State of Massachusetts
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT B

RoadSale Traffic Systems						
Zandi Karaman RoadSale Traffic Systems, LLC 1000 NW 11th Street Fort Lauderdale, FL 33304			1000 NW 11th Street Fort Lauderdale, FL 33304			
Item #	Line Item	Notes	Unit Price	Qty/Unit	Price	Notes
453-11532--01-02	Flasher Barricades, Type II	Supplier Product Code:	First Offer - \$0.50	16860 / day	\$8,430.00	Y
453-11532--01-04	Warning & Regulatory Signs	Supplier Product Code:	First Offer - \$0.70	5707 / day	\$3,994.90	Y
453-11532--01-06	Sign Stands	Supplier Product Code:	First Offer - \$0.25	6169 / day	\$1,542.25	Y
453-11532--01-08	Traffic Cones, 36 inch	Supplier Product Code:	First Offer - \$1.00	5342 / day	\$5,342.00	Y
453-11532--01-10	French Barricades	Supplier Product Code:	First Offer - \$8.00	6705 / day	\$53,640.00	Y
453-11532--01-12	Traffic Barriers	Supplier Product Code:	First Offer - \$6.00	409 / day	\$2,454.00	Y
453-11532--01-14	Barrier (Caution) Tape (300'Rolls)	Supplier Product Code:	First Offer - \$5.00	535 / roll	\$2,675.00	Y
453-11532--01-16	Optional Set-up Services, Flasher Barricades 21-50	Supplier Product Code:	First Offer - \$50.00	150 / lot	\$7,500.00	Y
453-11532--01-17	Optional Set-up Services, Flasher Barricades 21-50	Supplier Product Code:	First Offer - \$50.00	150 / lot	\$7,500.00	Y

	Barricades 51 100	Code:				
453-11532--01-18	Optional Set-up Services, Flasher Barricades Over 100	Supplier Product Code:	First Offer - \$100.00	25 / lot	\$2,500.00	Y
453-11532--01-20	Optional Set-up Services, Signs Over 10	Supplier Product Code:	First Offer - \$50.00	25 / lot	\$1,250.00	Y
453-11532--01-22	Optional Services, MOT Drawing/Permit	Supplier Product Code:	First Offer - \$75.00	192 / each	\$14,400.00	Y

Supplier Total \$155,399.88

RoadSafe Traffic Systems

Item: **Flasher Barricades, Type I**

Attachments

[Redacted content]



CERTIFICATE OF LIABILITY INSURANCE

10/3/2015 DATE (MM/DD/YYYY) 10/1/2014

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York 10036 846-572-7300	CONTACT PHONE (A/C, No., Ext): FAX (A/C, No.): E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B:</td> <td>Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER C:</td> <td>American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance Company	16535	INSURER B:	Starr Indemnity & Liability Company	38318	INSURER C:	American Zurich Insurance Company	40142	INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED 1300604 ROADS SAFE TRAFFIC SYSTEMS, INC. FKA NES TRAFFIC SAFETY, LP EAST REGION 1385 NE 119 STREET MIAMI FL 33161																					

COVERAGES ROAHO01 **CERTIFICATE NUMBER:** 11208443 **REVISION NUMBER:** XXXXXXXX
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR YR	TYPE OF INSURANCE	ADDL INSD	SUBR WRD	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"/> \$1,000,000 Ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	GLO-5095745-06	10/3/2014	10/3/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/PROP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	BAP-9262298-07	10/3/2014	10/3/2015	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	1000010736	10/3/2014	10/3/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROFESSIONAL/EXECUTIVE OFFICERS/EMER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC-9262297-07(AOS) WC-5095777-06(DI,WD)	10/3/2014 10/3/2014	10/3/2015 10/3/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THE GENERAL LIABILITY POLICY'S GENERAL AGGREGATE LIMIT APPLIES PER PROJECT IS SUBJECT TO A 5,000,000 AGGREGATE POLICY LIMIT. CITY OF FORT LAUDERDALE IS ADDED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AS REQUIRED BY CONTRACT.

CERTIFICATE HOLDER 11208443 CITY OF FORT LAUDERDALE 949 NW 38TH STREET FORT LAUDERDALE FL 33309	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

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class Item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic

circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II. DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City. The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30)

days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 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 Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret Information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the

Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

**3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

**THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>**

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's

expense. Payment will be made only after City receipt and acceptance of materials or services.

- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 NON-DISCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.17 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

5.21 LOCATION OF UNDERGROUND FACILITIES: If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES: if applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, 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 from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

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

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

GENERAL QUESTIONNAIRE

1. Number of years experience the bidder has had in providing similar services:
15Years

2. Provide three references for which you have performed similar services.

Company Name: **FDOT District Six**
Address: **1000 NW 111th Ave., Miami, FL 33172**
Contact Name: **Renato Marrero** Telephone: **305-470-5404**

Company Name: **FDOT Florida Turnpike Enterprise**
Address: **Turkey Lake Service Plaza, Milepost 263, Bldg. 5315, Ocoee, FL 34761**
Contact Name: **Judy Hilliard** Telephone: **407-264-3885**

Company Name: **FDOT District Four**
Address: **3400 W. Commercial Blvd., Ft. Lauderdale, FL 33309**
Contact Name: **Margaret Simpkins** Telephone: **954-777-4612**

3. Have you ever failed to complete work awarded to you? If so, where and why?
NO

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read 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 bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: DON D'ERCOLE 1/22/2015
 (Authorized signature) (date)

Name (printed) Don D'Ercole Title: Florida Manager

Company: (Legal Registration) RoadSafe Traffic Systems, Inc. s

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: 1365 NE 119 St

City Miami State: FL Zip 33161

Telephone No: 305-633-3883 FAX No. 305-633-5850 Email: ddercole@roadsafetraffic.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 1

Payment Terms (section 1.04): net 30 Total Bid Discount (section 1.05): n/a

Does your firm qualify for MBE or WBE status (section 1.09): MBE n/a WBE n/a

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
1	12/12/2014
2	1/22/2015

P-CARDS: Will your firm accept the City's Credit Card (VISA / MasterCard) as payment for goods/services?

VISA YES NO MasterCard YES NO

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no

statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances: n/a
revised 06/11/14

Meeting Date: 7/28/15

Agenda Item 4

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approval to award Bid #E-34-15, Mulch (Cooperative), to the low responsive bidders, Advanced Mulch, (Item 9), Adwood, (Items 1, 2, 6, 12), Amerigrow, (Item 5), Bliss Products, (Item 7), Eastcoast Mulch, (Items 8, 10, 11), and Superior Mulch (Items 3, 4, 13) as prime contractors, and to the other responsive bidders as alternate contractors, for annual open-end contracts. The estimated cost to the City for mulch is \$54,000.00

Summary of Purpose and Why:

Bid E-34-15 was issued to establish annual open-end contracts for the purchase of mulch products for grounds maintenance to be ordered as needed. The bid includes dyed recycled wood, Melaleuca, rubber mulch, playground wood chips and wood fiber, delivered and installed. The City of Pompano Beach issued this bid as the lead agency for the South Florida Governmental Purchasing Cooperative, on behalf of the City and twenty-five other governmental agencies. Primary bid award is recommended to the low responsive bidder per item, and alternate bid awards to the remaining responsive bidders to be used should the material be unavailable from the primary contractors, all awards at the unit prices bid. Based upon the prices bid, and the City's portion of the estimated contract usage, annual expenditures for mulch products could total \$54,000.00. The contract period is one year, commencing upon award by the Commission, with contract renewal possible as stated in the bid specifications. City Commission approval of this contract award is requested.

- (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: As needed, from budgeted funds in account 001-3060-530.46-10
Repair & Maintenance / Land Building Improvements

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>7/17/15</u>	<u>APPROVE</u>	<u>Robert McCaughan</u>
General Services	<u>7-17-15</u>	<u>Approve</u>	<u>Cassandra LeMay for Otis Thomas</u>
Finance	<u>7-17-15</u>	<u>Approve</u>	<u>Bob Sibble</u>
Budget	<u>7-17-15</u>	<u>Approval</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 #15-097
July 16, 2015

To: Dennis W. Beach, City Manager
Through: Otis J. Thomas, General Services Director *CL for OT*
From: Jeff English, Purchasing Agent *JE*
Subject: Award Bid E-34-15 Mulch (Cooperative Bid)

Contract Need/Background

The City of Pompano Beach issued Bid E-34-15 to establish an annual contract for the purchase of mulch products, to be ordered as needed. Products included in the bid are mulch made of recycled wood dyed brown and red, both delivered and installed, Melaleuca and rubber mulch, delivered, and playground wood chips and engineered wood fiber, delivered and installed. Pompano Beach issued this bid as the lead agency, on behalf of the City and twenty-five other governmental agencies in the South Florida Governmental Purchasing Cooperative. The estimated quantities stated in the bid solicitation include anticipated requirements from all of the participating agencies, including the City of Pompano Beach.

The City's Public Works Department requires mulch on an ongoing basis for use in landscaping throughout the city. The Public Works Department recommends the contract be awarded to the low bidder for each bid item as the primary contractor:

- Advanced Mulch, Inc., Item 9
- Adwood, Inc., Items 1, 2, 6, 12
- Amerigrow Recycling, Item 5
- Bliss Products & Services, Item 7
- Eastcoast Mulch, Items 8, 10, 11
- Superior Mulch, Items 3, 4, 13

Awards are also recommended to the remaining responsive bidders for each item, to be used as alternate sources if the primary vendor is unable to supply the product. It is anticipated that most orders will be placed with the primary awardee for each item to achieve the lowest cost to the City and Cooperative.

Attached you will find copies of the memorandum and the bid award recommendation form submitted by the Public Works Department, the bid tabulation, and 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 responding with complete bids.....8

Advertising

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

Funding

The total annual value of this contract award based on the combined estimated annual quantities of the twenty-five participating co-op agencies, and the City of Pompano Beach, is \$906,271.85. Based upon the unit prices bid, and the City's estimated usage, the City of Pompano Beach annual expenditures for mulch products could total \$54,000.00. City purchases will be made, as needed, from budgeted funds in account, 001-3060-530.46-10, Repair & Maintenance / Land Building Improvements.

Award Recommendation

It is recommended that a one-year contract award be made to the low bidder per item as the primary awardee as follows: Advanced Mulch, (Item 9), Adwood, (Items 1, 2, 6,12), Amerigrow, (Item 5), Bliss Products & Services, (Item 7), Eastcoast Mulch, (Items 8, 10, 11), Superior Mulch, (Items 3, 4, 13). Alternate awards are recommended to the remaining bidders as outlined on the bid tabulation to be used if the primary contractor is unable to supply the product. The contract may be renewed for additional one-year periods, subject to the terms and conditions contained in the bid specifications.

enclosures

cc: file

MEMORANDUM

Date: July 16, 2015
To: Otis J. Thomas, General Services Director
From: Robert McCaughan, Public Works Director *RM*
Subject: Award Bid E-34-15 Mulch (Cooperative Bid)

On July 15, 2015, the City opened and received bids for the Mulch Cooperative Bid E-34-15. Primary bid award is recommended to the low bidders per item, and alternate bid awards to the remaining responsive bidders per item.

The Grounds Maintenance Division utilizes over 3600 cubic yards of mulch annually to control weeds along our highway median flowerbeds and throughout the City. By reducing maintenance lawn crews' time spent pulling weeds, continued usage of mulch will greatly increase the Maintenance Division's productivity.

The mulch will be funded from account number 001-3060-530.46-10 Repair & Maintenance / Land Building Improvements.

All references have been reviewed and are satisfactory. Please have the bid award recommendation for this project placed on the agenda for approval at the next available commission meeting.

cc: Hal Beard Assistant Public Works Director

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Jeff English Date 7/16/15

To: Grounds Maintenance Department Attn.: Arnold McCray

Subject: Bid No. E-34-15 Item/service: MULCH [Cooperative Bid]

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: 001-3060-530.46-10

Title: Repair Maintenance-Land/Bldg. Improvements

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Low bidder per item as primary contractor with alternate award to others.

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

Yes X No

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

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

Yes X No Not applicable for this bid

Signature: Robert A. McCray

Date: 7/17/15

Title: Public Works Director
(Department Head)

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: E-34-15 Title: Mulch, Cooperative Bid

Date 7/15/15

Bidder:	Advanced Mulch Inc, P.O. Box 32943, Palm Beach Gardens, FL 33420	Adwood, Inc, 4670 N.W. 69th Avenue, Miami, Fl 33166	Amerigrow Recycling - Delray, L.P., 10320 W. Atlantic Avenue, Delray Beach, FL 33446	Bliss Products and Services, Inc 6831 S. Sweetwater Road, Lithia Springs, Fa 30122
1., Mulch, red, delivered in bulk, per CY:	no bid	\$15.00	\$15.75	no bid
Total for 18,950 cy:	no bid	\$284,250.00	\$298,462.50	no bid
# of yards per truckload		100 yards	100 yards	
minimum order		100 yards	100 yards	
2., Mulch, brown, delivered in bulk, per cy:	no bid	\$13.00	\$15.95	no bid
Total for 3,250 CY:	no bid	\$42,250.00	\$51,837.50	no bid
# of yards per truckload		100 yards	100 yards	
minimum order		100 yards	100 yards	
3., Mulch, red, delivered in bags, per bag:	no bid	no bid	no bid	no bid
Total for 12,680 bag:	no bid	no bid	no bid	no bid
# of bags per pallet				
minimum order				
4., Mulch, brown, delivered in bags, per bag:	no bid	no bid	no bid	no bid
Total for 5,060 bag:	no bid	no bid	no bid	no bid
# of bags per pallet				
minimum order				
5., Mulch, melaleuca, delivered in bags, per bag:	no bid	no bid	\$1.49	no bid
Total for 16,350 bag:	no bid	no bid	\$24,361.50	no bid
# of bags per pallet			75 bags	
minimum order			20 pallets	

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: E-34-15 Title: Mulch, Cooperative Bid

Date 7/15/15

Bidder:	Eastcoast Mulch, P.O. Box 1352, Jupiter FL 33468	Forestry Resources Inc, 4353 Michigan Link, Fort Myers, FL 33916	Miller Recreation Equipment & Design, Inc, 2017 91st Street N.W., Bradenton, FI 34209	Superior Mulch, 9621 S.R. #7, Boynton Beach, FL 33472
1., Mulch, red, delivered in bulk, per CY:	no bid	no bid	no bid	\$16.50
Total for 18,950 cy:	no bid	no bid	no bid	\$312,675.00
# of yards per truckload				100 cubic yards
minimum order				100 cubic yards
2., Mulch, brown, delivered in bulk, per cy:	no bid	no bid	no bid	\$17.00
Total for 3,250 CY:	no bid	no bid	no bid	\$55,250.00
# of yards per truckload				100 cubic yards
minimum order				100 cubic yards
3., Mulch, red, delivered in bags, per bag:	no bid	no bid	no bid	\$1.59
Total for 12,680 bag:	no bid	no bid	no bid	\$20,161.20
# of bags per pallet				80 bags
minimum order				1600 bags
4., Mulch, brown, delivered in bags, per bag:	no bid	no bid	no bid	\$1.59
Total for 5,060 bag:	no bid	no bid	no bid	\$8,045.40
# of bags per pallet				70 bags
minimum order				1400 bags
5., Mulch, melaleuca, delivered in bags, per bag:	no bid	\$1.79	no bid	\$1.50
Total for 16,350 bag:	no bid	\$29,266.50	no bid	\$24,525.00
# of bags per pallet		100 cubic yards		80 cubic yards
minimum order		100 cubic yards		1760 cubic yards

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: E-34-15 Title: Mulch, Cooperative Bid

Date 7/15/15

Bidder:	Advanced Mulch Inc, P.O. Box 32943, Palm Beach Gardens, FL 33420	Adwood, Inc, 4670 N.W. 69th Avenue, Miami, Fl 33166	Amerigrow Recycling - Delray, L.P., 10320 W. Atlantic Avenue, Delray Beach, FL 33446	Bliss Products and Services, Inc 6831 S. Sweetwater Road, Lithia Springs, Fa 30122
6., Mulch, melaleuca, delivered in bulk, per cy:	no bid	\$13.50	\$14.75	no bid
Total for 1,100 cy:	no bid	\$14,850.00	\$16,225.00	no bid
# of yards per truckload		100 cubic yards	90 cubic yards	
minimum order		100 cubic yards	90 cubic yards	
7., Mulch, rubber, delivered in bags, per super sack:	no bid	no bid	no bid	\$569.00
Total for 5 super sack:	no bid	no bid	no bid	\$2,845.00
minimum order				1 per pallet
8., Fibar Engineered Wood Fiber, installed, per cy:		no bid	no bid	\$54.50
Total for 1,500 cy:		no bid	no bid	\$81,750.00
minimum order	no bid			100 cubic yards
9., Playground Safety Wood Chips, installed, per cy:	\$30.45	no bid	no bid	\$54.07
Total for 4,075 cy:	\$124,083.75	no bid	no bid	\$220,335.25
minimum order	20 cubic yards			100 cubic yards
10., Mulch, brown, bulk, installed, per cy:	\$21.41	no bid	\$28.00	no bid
Total for 6,300 cy:	\$134,883.00	no bid	\$176,400.00	no bid
minimum order	20 yards		60 cubic yards	
11., Mulch, red, bulk, installed, per cy:	\$21.41	no bid	\$28.00	no bid
Total for 8,550 cy:	\$183,055.50	no bid	\$239,400.00	no bid
minimum order	20 cubic yards		60 cubic yards	

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: E-34-15 Title: Mulch, Cooperative Bid

Date 7/15/15

Bidder:	Eastcoast Mulch, P.O. Box 1352, Jupiter FL 33468	Forestry Resources Inc, 4353 Michigan Link, Fort Myers, FL 33916	Miller Recreation Equipment & Design, Inc, 2017 91st Street N.W., Bradenton, FL 34209	Superior Mulch, 9621 S.R. #7, Boynton Beach, FL 33472
6., Mulch, melaleuca, delivered in bulk, per cy:	no bid	\$16.90	no bid	\$15.50
Total for 1,100 cy:	no bid	\$18,590.00	no bid	\$17,050.00
# of yards per truckload		80 bags		100 bags
minimum order		80 bags		100 bags
7., Mulch, rubber, delivered in bags, per super sack:	no bid	no bid	no bid	no bid
Total for 5 super sack:	no bid	no bid	no bid	no bid
minimum order				
8., Fibar Engineered Wood Fiber, installed, per cy:	\$35.00		\$56.61	no bid
Total for 1,500 cy:	\$52,500.00		\$84,915.00	no bid
minimum order			100 cubic yards	
9., Playground Safety Wood Chips, installed, per cy:	\$31.50		\$56.61	no bid
Total for 4,075 cy:	\$128,362.50		\$230,685.75	no bid
minimum order			100 cubic yards	
10., Mulch, brown, bulk, installed, per cy:	\$21.00	no bid	no bid	no bid
Total for 6,300 cy:	\$132,300.00	no bid	no bid	no bid
minimum order	25, 50 or 100 cubic yards			
11., Mulch, red, bulk, installed, per cy:	\$21.00	no bid	no bid	no bid
Total for 8,550 cy:	\$179,550.00	no bid	no bid	no bid
minimum order	25 cubic yards			

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: E-34-15 Title: Mulch, Cooperative Bid

Date 7/15/15

Bidder:	Advanced Mulch Inc, P.O. Box 32943, Palm Beach Gardens, FL 33420	Adwood, Inc, 4670 N.W. 69th Avenue, Miami, Fl 33166	Amerigrow Recycling - Delray, L.P., 10320 W. Atlantic Avenue, Delray Beach, FL 33446	Bliss Products and Services, Inc 6831 S. Sweetwater Road, Lithia Springs, Fa 30122
12., Mulch, gold, delivered in bulk, per cy:	no bid	\$15.00	no bid	no bid
Total for 1,000 cy:	no bid	\$15,000.00	no bid	no bid
# of yards per truckload		100 yards		
minimum order		100 yards		
13., Mulch, cypress, brown, delivered in bags, per bag:	no bid	no bid	no bid	no bid
Total for 4,050 bag:	no bid	no bid	no bid	no bid
# of bags per pallet				
minimum order				
Bulk/Bagged Delivery time a.r.o.:	n/a	10 calendar days	3 calendar days	10-15 calendar days
Installed Delivery time a.r.o.	7 calendar days	14 calendar days	21 calendar days	10-15 calendar days
Vendor accept Purchase Card	yes	no	no	yes
Notes:				

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: E-34-15 Title: Mulch, Cooperative Bid

Date 7/15/15

Bidder:	Eastcoast Mulch, P.O. Box 1352, Jupiter FL 33468	Forestry Resources Inc, 4353 Michigan Link, Fort Myers, FL 33916	Miller Recreation Equipment & Design, Inc, 2017 91st Street N.W., Bradenton, FL 34209	Superior Mulch, 9621 S.R. #7, Boynton Beach, FL 33472
12., Mulch, gold, delivered in bulk, per cy:	no bid	no bid	no bid	\$17.50
Total for 1,000 cy:	no bid	no bid	no bid	\$17,500.00
# of yards per truckload				100 yards
minimum order				100 yards
13., Mulch, cypress, brown, delivered in bags, per bag:	no bid	no bid	no bid	\$1.50
Total for 4,050 bag:	no bid	no bid	no bid	\$6,075.00
# of bags per pallet				80 bags
minimum order				1760 bags
Bulk/Bagged Delivery time a.r.o.:	n/a	5-7 calendar days	7 calendar days	1-2 calendar days
Installed Delivery time a.r.o.	2-3 calendar days	5-7 calendar days	7 calendar days	n/a
Vendor accept Purchase Card	no	no	yes	no
Notes:	bidder did not state minimum orders for items 8 and 9	Additional Stops: \$75.00 per Stop		



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"



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

BID E-34-15 – MULCH (COOPERATIVE BID)

June 25, 2015

The City of Pompano Beach is currently soliciting bids to establish annual contracts for the purchase of mulch. This is a cooperative invitation to bid issued by the City of Pompano Beach Purchasing Division on behalf of the participating Southeast Florida Governmental Purchasing Cooperative agencies for the purchase of their respective estimated annual requirements for mulch products. Sealed bids will be received until 2:00 p.m. (local), July 15, 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 Jeff English, Purchasing Agent, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this bid is to establish annual, open-end contracts for the purchase of mulch, delivered, in bulk or bags, or delivered and installed, as and when needed. The City of Pompano Beach is acting as the lead agency on this bid for the Southeast Florida Governmental Purchasing Cooperative, and this bid solicitation includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will, in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

B. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials. The contract shall be automatically renewed for a second one-year period 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 second 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.

The City may require additions or deletions of participating agencies, if a contract renewal is considered. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the bid.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

C. Quantities

The total estimated annual quantity of each item is listed on the Bid Proposal form. No warranty or guarantee is given or implied as to the total amount to be purchased as a result of this contract. The quantities stated in this bid are estimates of annual usage, to be used for bid comparison purposes only. Mulch will be ordered as needed.

D. Basis of Award

Bidders may bid on any or all items. The primary contract award will be made to the lowest responsive, responsible bidder per item. Alternate awards will be made to the other responsive, responsible bidders per item to provide the City and Cooperative a source of supply should the primary contractor be unable to supply product when required. It is anticipated that most orders will be placed with the primary awardee for each item to achieve the lowest cost to the City and Cooperative.

E. Pricing

All prices bid shall be F.O.B. destination/delivered to each location, as specified on the individual order.

F. Delivery

Bidders are to state the number of calendar days after receipt of an order required for delivery. The City seeks a source of supply that will provide accurate and timely delivery. The awarded bidder must adhere to delivery schedules. If, in the opinion of the General Services Director, the successful bidder(s) fail at any time to meet the requirements herein, including the delivery requirements, then the contract may be cancelled upon written notice. See Section II - General Conditions, (6) "Delivery," and (10) "Default," for additional information.

Each individual participating agency will establish delivery requirements, delivery locations, and dates with the Contractor. Contractor shall await release by the authorized contact person at each agency for all shipments. Bidders must agree to accept "blanket" purchase orders, with verbal or fax requests for partial shipments, if required by the participating entities.

G. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal. Addenda will be posted to the City's website.

H. Current Contracts

Government entities listed as participants in this bid solicitation may have current contracts to purchase one or more of the items included in this bid. These agencies will place orders with the awarded Contractor(s), if additional product is needed, after the expiration of their current contract(s).

I. Participating Agencies/Contact Persons/Delivery Locations/Special Requirements

The following agencies are participating in this bid solicitation and the resulting contract:

1. **City of Boca Raton**, contact person Jeff Gomez, Buyer, (561) 393-7872.
Mulch, bulk, delivered, red, estimated annual quantity 7,200 cubic yards.
Mulch, bagged, delivered, red, estimated annual quantity 2,800 bags.
Mulch, Melaleuca, bagged, delivered, estimated annual quantity 800 bags
Deliveries/installation to various locations within the City.
2. **City of Coconut Creek**, contact person Terry Adjodha, Parks and Natural Resources, (954) 956-1491.

Mulch, bulk, delivered, red, estimated annual quantity 750 cubic yards.

Mulch, installed, brown, estimated annual quantity 200 cubic yards.

Mulch, installed, red, estimated annual quantity 2,100 cubic yards.

Engineered Wood Fiber, bulk, installed, estimated annual quantity 500 cubic yards.

Installation to various locations within the City.

3. **City of Cooper City**, contact Tim Fleming, Public Works Operations Supervisor, (954) 434-2300.

Playground Safety Wood Chips, bulk, delivered, estimated annual quantity 700 cubic yards.

Installation to various locations within the City.

4. **City of Coral Springs**, contact person Leonardo Bermudez, Purchasing Agent, (954) 344-1101.

Mulch, installed, red, estimated annual quantity 4500 cubic yards.

Engineered Wood Fiber, bulk, installed, estimated annual quantity 400 cubic yards.

Deliveries/installation to various locations within the City.

Special requirements: Must provide proper MOT, when needed.

5. **City of Dania Beach**, contact Carl Kallicharan, Landscape Maintenance Supervisor, (954) 643-8685.

Mulch, bulk, delivered, red, estimated annual quantity 500 cubic yards.

Mulch, installed, red, estimated annual quantity 3,700 cubic yards.

Installation to various locations within the City, and deliveries to 1201 Stirling Road, Dania Beach.

6. **Town of Davie**, contact person Tim Lee, Urban Forester, (954) 797-1038.

Mulch, bagged, delivered, red, estimated annual quantity 50 bags.

Mulch, installed, red, estimated annual quantity 250 cubic yards.

Playground Safety Wood Chips, bulk, delivered, estimated annual quantity 350 cubic yards.

Delivery and/or installation to various locations within the City.

7. **City of Deerfield Beach**, contact person David Santucci, Purchasing Manager, (954) 480-1380.

Engineered Wood Fiber, bulk, installed, estimated annual quantity 600 cubic yards.

Mulch, installed, red, estimated annual quantity 1000 cubic yards.

Mulch, installed, brown, estimated annual quantity 1400 cubic yards.

Installation to various locations within the City, and deliveries to 401B S.W. 4th Street

8. **City of Fort Lauderdale**, contact person Barry Sageman, Purchasing Specialist II, (954) 828-5073.

Mulch, Melaleuca, bulk, delivered, estimated annual quantity 300 cubic yards.

Playground Safety Wood Chips, bulk, delivered, estimated annual quantity 500 cubic yards.

Deliveries to 220 S.W. 14th Avenue, Fort Lauderdale.

9. **City of Hallandale**, contact person for installations: Josh Collazo, Landscaping Supervisor, (954) 457-1452; contact person for deliveries: Gary Gibson, Public Works Operations Manager, (954) 457-1618.

Mulch, bagged, delivered, red, estimated annual quantity 2500 cubic yards.

Mulch, bagged, delivered, brown, estimated annual quantity 2500 cubic yards.

Playground Safety Wood Chips, installed, estimated annual quantity 165 cubic yards.

Mulch, installed, brown, estimated annual quantity 1500 cubic yards.

Delivery to 630 NW 2nd Street, Hallandale Beach, FL 33009.

Installation to various locations within the City.

10. **City of Hollywood**, contact person Ralph Dierks, Procurement Mgr., (954) 921-3200.

Mulch, bulk, delivered, red estimated annual quantity 400 cubic yards.

Mulch, bulk, delivered, brown, estimated annual quantity 600 cubic yards.

Mulch, bagged, delivered, red, estimated annual quantity 180 bags.

Mulch, bagged, delivered, brown, estimated annual quantity 200 bags.

Mulch, installed, brown, estimated annual quantity 600 cubic yards.

Mulch, installed, red, estimated annual quantity 200 cubic yards.

Installation to various locations within the City, deliveries to Public Works - 1600 South Park Road, Rotary Park - 3150 Taft Street, Hollywood FL 33021, and PROC – 1715 N 21 Ave., Hollywood, FL 33020.

11. **City of Lauderdale Lakes**, contact person Vincent Richmond, Grounds Administrator, (954) 535-2918.

Mulch, bulk, delivered, brown, estimated annual quantity 50 cubic yards.

Deliveries to Vincent Torres Park 4331 NW 36 St., Lauderdale Lakes, FL 33319.

12. **City of Lauderhill**, contact person Charlie Cuyler, Public Works Director, (954) 730-2960.

Mulch, Cypress, bagged, delivered, brown, estimated annual quantity 4,050 bags.

Deliveries to DEES, 2101 NW 49 Avenue, Lauderhill, FL 33313.

13. **City of Miami**, contact person Tahlia Gray, Senior Procurement Contracting Officer, (305) 416-1912.

Mulch, bagged, delivered, red, estimated annual quantity 420 bags.

Mulch, bagged, delivered, brown, estimated annual quantity 420 bags.

Mulch, Melaleuca, bagged, delivered, estimated annual quantity 16,350 bags.

Deliveries to 1950 NW 12th Avenue Miami, FL 33136-1009.

14. **City of Miami Beach**, contact person Alex Denis, Procurement Director, (305) 673-7420.

Mulch, bagged, delivered, brown, estimated annual quantity 1,600 bags.

Deliveries to: 2100 Meridian Avenue, Miami Beach, FL., 33139.

15. **City of Miami Gardens**, contact Pam Thompson, Procurement Manager, (305) 622-8031.

Mulch, bagged, delivered, red, estimated annual quantity 3,500 bags.

Deliveries to: 3000 N.W. 179 Street, and 1050 N.W. 163 Drive, Miami Gardens.

Special Requirements: Delivery within 10 days after receipt of order.

16. **City of Miramar**, contact person Jagdesh “Jerry” Ramkhalawan, Assistant Field Operations Superintendent, (954) 548-0138.

Mulch, bulk, delivered, red estimated annual quantity 2000 cubic yards.

Mulch, bulk, delivered, brown, estimated annual quantity 300 cubic yards.

Mulch, bagged, delivered, red, estimated annual quantity 750 bags.

Deliveries to 13900 Pembroke Road, Miramar, FL 33027.

17. **City of North Lauderdale**, contact person Ivelsa Guzman, Purchasing & Contracts Mgr, (954) 597-4718.

Mulch, bagged, delivered, red, estimated annual quantity 1000 bags.

Mulch, rubber, bagged, delivered, estimated annual quantity 5 super sacks.

Playground Safety Wood Chips, installed, estimated annual quantity 1000 cubic yards

Mulch, installed, red, estimated annual quantity 1000 cubic yards.

Deliveries to 2100 South State Road 7, North Lauderdale.

18. **City of North Miami Beach**, contact person Laurie Williams, Buyer II, (305) 948-2946.

Mulch, bulk, delivered, gold estimated annual quantity 1000 cubic yards.

Deliveries to City of NMB Nursery, 1490 NE 160th Street, NMB, FL 33162

19. **City of Oakland Park**, contact Charles Livio, Horticulturist, (954) 630-4511

Mulch, bulk, delivered, brown, estimated annual quantity 500 cubic yards

Mulch, bagged, delivered, brown, estimated annual quantity 1,440 bags.

Deliveries to City Maintenance Compound, 3801 N.E. 5th Avenue, Oakland Park, 33334.

20. **City of Parkland**, contact person Frederick Finnerty, Public Works Supervisor, (954) 757-4188.

Mulch, bagged, delivered, brown, estimated annual quantity 500 bags.

Playground Safety Wood Chips, installed, estimated annual quantity 100 cubic yards.

Deliveries/installation to various locations within the City.

21. **City of Pembroke Pines**, contact person Mike Atkin, Landscaping, (954) 704-1259.

Playground Safety Wood Chips, installed, estimated annual quantity 50 cubic yards.

Mulch, installed, brown, estimated annual quantity 3000 cubic yards.

Mulch, installed, red, estimated annual quantity 500 cubic yards

Deliveries/installation to various locations within the City.

22. **City of Pompano Beach**, contact person Jeff English, Purchasing Agent, (954) 786-4098.

Mulch, bulk, delivered, red estimated annual quantity 3,600 cubic yards.

Deliveries to various locations within the City.

23. **City of Tamarac**, contact person Keith Glatz, Purchasing & Contracts Mgr. (954) 597-3567.

Mulch, bagged, delivered, red, estimated annual quantity 400 bags.

Deliveries to Tamarac Public Works Dept., 6011 Nob Hill Rd., Tamarac, FL 33321.

24. **City of West Palm Beach**, contact person Greg Mihalko, Operations Coordinator, (561) 822-2188.

Mulch, bagged, delivered, red, estimated annual quantity 1600 bags

Playground Safety Wood Chips, installed, estimated annual quantity 510 cubic yards.

Deliveries to Dremer Park, 1301 Summit Blvd. WPB, FL 33401 & Gaines Park, 1501 Australian Ave.

25. **City of Wilton Manors**, contact person Ernie Sanz, Leisure Service Supervisor, (954) 605-4636.

Mulch, bulk, delivered, brown estimated annual quantity 200 cubic yards.

Playground Safety Wood Chips, installed, estimated annual quantity 100 cubic yards.

Deliveries to 2020 NE 4th Avenue, Wilton Manors, FL 33305.

J. Detail Specifications

1. General Wood Mulch Specifications
 - a. Mulch shall be of the recycled, dyed variety and shall be free of sand, dirt, CCA treated lumber, seed, and other foreign matter. Size shall not exceed three inches (3”).
 - b. Colors required: Red, Brown, Gold.
2. Mulch, Bulk, Delivered
 - a. Mulch product to be as specified above.
 - b. Delivered in bulk and unloaded (dumped).
 - c. Bidder to state size of truckload (cubic yards), and minimum order.
3. Mulch, Bagged, Delivered
 - a. Mulch product to be as specified above.
 - b. Mulch to be supplied in two (2) cubic foot bags. Bags to be water-resistant, delivered on pallets. There shall be no charge for pallets pending their return. Bidder to state number of bags per pallet.
 - c. Delivered, pallets unloaded.
4. Mulch, Bulk, Installed
 - a. Mulch product to be as specified above.
 - b. Contractor must have the ability to install a minimum of twenty (20) cubic yards within an eight (8) hour period.

The contractor shall be fully responsible for the performance of his company and completion of all work as outlined in these specifications. The contractor shall employ sound horticultural practices and methods standard in the industry. Supervision of personnel shall be conducted in a competent and professional manner. All personnel shall wear uniforms bearing the company name and all vehicles shall be likewise identifiable.

When working in traffic arterial medians, personnel are required to wear safety vests. Proper safety signage, such as "Men Working Ahead", cones, flagmen or other warning devices should be used to alert motorists of work in the area. All signs shall be temporary and must be in accordance with the Florida Department of Transportation's Manual on Uniform Traffic Control Devices and Safe Practices. OSHA standards shall be utilized where applicable. Installed price must include M.O.T. on roadways.

Any damage to public and/or private property, including the road, facilities, services, utilities, irrigation lines, or vegetation caused by the action of the contractor shall be repaired or replaced at the expense of the contractor to the satisfaction of the customer. Failure to restore said property within three (3) working days following notification will result in a deduction from the vendor's invoice of customer expenses incurred through the execution of appropriate labor, material, and equipment use or rental to restore the property to its original condition.

All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City shall direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the customer. The contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.

c. Installation Specifications

The contractor shall be fully responsible for confirming the amount of mulch needed, coordinating delivery to the site, and for all transportation costs.

Contractor must coordinate all work with the designated customer contact. The customer reserves the right to inspect each truckload of material that is delivered to the job site prior to the material being unloaded. The contractor shall meet with the customer prior to installation in order to discuss unusual needs in the area of work to be performed that day.

Mulch shall be uniformly distributed at a minimum depth of three inches (3") to a maximum depth of four inches (4") around all trees and shrubs within the maintenance area. Mulch shall extend outward for a minimum of one (1) to a maximum of two feet (2') from all shrubs and trees. A six-inch (6") band, free of mulch, shall be maintained around the tree trunks and shrubs. Mulch shall be pulled back from the base of shrubs and groundcovers.

Mulching shall be completed within thirty (30) calendar days following receipt of order unless otherwise specified on written purchase order. Should the contractor encounter any problems that might cause a delay in mulch installation, he shall notify the customer within two (2) hours.

Sidewalks, paved areas, and sodded areas shall be left free of mulch at time of job completion.

5. Melaleuca Mulch Specifications

- a. During processing, raw materials shall be stacked and stored in curing piles for no less than 120 days.
- b. Mulch shall be made entirely from the above ground portion wood and bark of the Melaleuca Quinquenervia Tree. It shall not contain more than 10% (by volume) bark and shall not contain roots or root pieces. Shreds and chips shall not be larger than 3/4 inch diameter and 1 1/2 inch in length. Mulch shall be free of weed seeds, soil and on other organic or inorganic material.
- c. Prior to its final processing, mulch will have been inspected and certified by the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, as free of burrowing nematodes. All proofs of delivery shall bear the official State of Florida stamp of inspection and verification.
- d. Melaleuca mulch to be supplied in bulk, and in two (2) cubic foot bags. Bags to be water-resistant, delivered on pallets. There shall be no charge for pallets pending their return. Bidder to state number of bags per pallet.

6. Rubber Mulch Specifications

- a. For playground use, meeting ADA and ASTM standards. Various standard colors.
- b. To be furnished in "super sacks", 2,000 pounds per sack.

7. Playground Safety Wood Chips Specifications

- a. Mulch shall be made entirely from Pine and other Hardwoods and shall be free of sand, dirt, CCA treated lumber, seed, and other foreign matter. Shreds and chips shall not be larger than 3/4 inch diameter and 1 1/2 inch in length.

Mulch shall be delivered in bulk. If installation is requested, delivery trucks must be capable of installing mulch into playground areas through use of hoses attached to blown in place systems on the trucks.

- b. Installation of Playground Chips

Mulch shall be installed by being blown into place through hoses connected to the delivery truck.

The contractor shall be fully responsible for confirming the amount of mulch installed, coordinating delivery to the site, and for all transportation costs.

Contractor must coordinate all work with the designated customer contact. The customer reserves the right to inspect each truckload of material that is delivered to the job site prior to the material being unloaded. The contractor shall meet with the customer prior to installation in order to discuss unusual needs in the area of work to be performed that day.

Mulch shall be uniformly distributed in the playground area, to bring the upper surface to the height designated by the customer. The customer will designate the depth and/or cubic yards to be installed at each location. Access to playgrounds may be limited. Trucks must have sufficient length of hose to provide installation to an area 250 feet from truck.

8. Engineered Wood Fiber Specifications

- a. Must be made only from virgin wood. Must meet all the requirements of ASTM F1292 for safety, F2075 for purity, and F1951 for wheelchair access. All testing certified by the International Play Equipment Manufacturers Association (IPEMA).

Wood fiber is to be delivered in bulk, or installed, as requested. All installation specifications detailed herein apply to this product.

K. Insurance

The contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

C. Real & Personal Property Insurance

The Contractor is responsible for any loss or damage to tools, equipment and supplies at the job site and is also responsible for any loss or damage to buildings being constructed until that building is completed and a certificate of occupancy is issued.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY	MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE	
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse		
— hazard	property damage	
— underground hazard		
XX products/completed	_____	
XX operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property	combined	
XX damage		
XX independent contractors	_____	
XX personal injury	personal injury	

AUTOMOBILE LIABILITY

MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE

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

REAL & PERSONAL PROPERTY

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

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

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

The successful bidder shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

L. 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.

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

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 of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- 33. Invoicing/Payment
All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
- 34. Optional Contract Usage
As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
- 35. Non Discrimination
There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under 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.

Bidder Name _____

SECTION III - PROPOSAL

IMPORTANT!!!

BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1	18,950 cubic yards	mulch, bulk, delivered, red	\$ _____ /cy	\$ _____
		# of yards per truckload: _____		
		minimum order: _____		
2	3,250 cubic yards	mulch, bulk, delivered, brown	\$ _____ /cy	\$ _____
		# of yards per truckload: _____		
		minimum order: _____		
3	12,680 bags	mulch, bagged, delivered, red	\$ _____ /bag	\$ _____
		# of bags per pallet: _____		
		minimum order: _____		
4	5,060 bags	mulch, bagged, delivered, brown	\$ _____ /bag	\$ _____
		# of bags per pallet: _____		
		minimum order: _____		
5	16,350 bags	Melaleuca mulch, bagged, delivered	\$ _____ /bag	\$ _____
		# of bags per pallet: _____		
		minimum order: _____		
6	1,100 cubic yards	Melaleuca mulch, bulk, delivered	\$ _____ /cy	\$ _____
		# of yards per truckload: _____		
		minimum order: _____		

Bidder Name _____

- | | | | | |
|----|-------------------|---|----------------------|----------|
| 7 | 5 super sacks | Mulch, Rubber, bagged, delivered | \$ _____ /super sack | \$ _____ |
| | | # of bags per pallet: _____ | | |
| | | minimum order: _____ | | |
| 8 | 1,500 cubic yards | Engineered Wood Fiber, bulk, installed | \$ _____ /cy | \$ _____ |
| | | minimum order: _____ | | |
| 9 | 4,075 cubic yards | Playground Safety Wood Chips, bulk, installed | \$ _____ /cy | \$ _____ |
| | | minimum order: _____ | | |
| 10 | 6,300 cubic yards | mulch, bulk, installed, brown | \$ _____ /cy | \$ _____ |
| | | minimum order: _____ | | |
| 11 | 8,550 cubic yards | mulch, bulk, installed, red | \$ _____ /cy | \$ _____ |
| | | minimum order: _____ | | |
| 12 | 1000 cubic yards | Mulch, gold, bulk, delivered | \$ _____ /cy | \$ _____ |
| | | # of yards per truckload: _____ | | |
| | | minimum order: _____ | | |
| 13 | 4,050 bags | Mulch, Cypress, brown, bagged, delivered | \$ _____ /bag | \$ _____ |
| | | # of bags per pallet: _____ | | |
| | | minimum order: _____ | | |

For bulk or bagged delivered products, delivery time after receipt of order _____ calendar days.

For installed products, delivery time after receipt of order _____ calendar days.

Will vendor accept Purchase Cards as a form of payment? No ___ Yes ___

Bidder Name _____

If awarded the contract resulting from this bid, will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, agreement not required for contract award.)

_____ Yes _____ No

If awarded the contract resulting from this bid, will your company agree to sell additional items at the awarded contract price? Yes _____ No _____

State the time period applicable for such additional purchases: _____

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

Federal Employer Identification #:

Telephone number:

"Fax" number:

Bidder Name _____

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 one (1) original bid, and one (1) copy. Submit two (2) original copies of all enclosures such as brochures, manuals, etc.

Bidder Name _____

STATEMENT OF NO RESPONSE

E-34-15- MULCH (COOPERATIVE BID)

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 _____

Meeting Date: July 28, 2015

Agenda Item 5

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE APPROVE SELECTIONS FOR UTILITY WRAP CALL TO ARTISTS AND AUTHORIZE
STAFF TO AWARD CONTRACTS IN THE AMOUNT OF \$200 PER BOX (\$500
MINIMUM) TO THE 8 SELECTED ARTISTS. ALSO AUTHORIZE STAFF TO
AWARD CONTRACTS TO THE SIX FINALISTS IN THE EVENT AN ARTIST IS NO
LONGER AVAILABLE OR CANNOT COMPLY WITH DESIGN TERMS.
(Cost: \$200 per box, per artist/ \$7,600 from the budgeted Public Art Fund account)

Summary of Purpose and Why:

A Call to Artists was issued to pre-qualify up to 10 artists to create designs for the metal utility boxes that sit on the ground at intersections throughout City of Pompano Beach. The goal of the program is to increase cultural, social and economic value along the corridors by transforming a utility box into a piece of art. This beautification effort will enhance the experience of all those visiting the corridors and will help to prevent vandalization of boxes. Staff will also be releasing a bid to select a contractor to print, permit and install the designed vinyl wraps.

Each selected artist will be commissioned to develop designs within a specified geographic area/ theme. Each artist will be awarded between 2 to 8 boxes. Artists were selected based on past experience and must submit a proposal for their assigned boxes.

City Commission approval of the selected artists presented by the Utility Wrap Selection and Evaluation Committee is requested, and authorization is requested for appropriate City staff to pay \$200 per box to the eight selected artists. Further authorization is requested to continue negotiations with the six ranked finalist artists should an impasse occur in the negotiations. If an artist is contracted for fewer than three boxes, a minimum of \$500 will be paid.



Accomplishing this item supports achieving Initiative 2.8 Further develop and promote cultural / heritage tourism opportunities.

- (1) Origin of request for this action: Public Art Committee
- (2) Primary staff contact: Robin Bird/ Jennifer Gomez/ Scott Reale Ext. 4640
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: \$7,600 from budgeted account 302-0000-599-48.60
Art in Public Places/ Promotional Activities

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	7-15-15	Approval	15-385 <i>[Signature]</i>
General Services			
Finance	7-16-15	<i>[Signature]</i>	<i>[Signature]</i>
Budget	7-17-15	<i>[Signature]</i>	
<input checked="" type="checkbox"/> Public Art Committee		Approval Memo #15-047	
<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 _____	_____	_____	_____

ADMINISTRATIVE REPORT NO. 15-385

DATE: July 15, 2015

TO: Dennis Beach, City Manager

VIA: Robin M. Bird, Development Services Director

FROM: Scott Reale, AICP, Planner *SR*

RE: Background Call to Artists – Vinyl Utility Wraps

Contract Need/ Background

A Call to Artists was issued to pre-qualify up to 10 artists to create designs for the metal utility boxes that sit on the ground at intersections throughout City of Pompano Beach.

The goal of the program is to increase cultural, social and economic value along the corridors by transforming a utility box into a piece of art. This beautification effort will enhance the experience of all those visiting the corridors and will help to prevent vandalization of boxes primarily with posters.

Public Art Funds are proposed to be used to fund the creation of the artwork. The City will also be releasing a bid to select a contractor to print, permit and install the designed vinyl wraps.

Please refer to the map included as Exhibit “A” for the 40 Phase 1 vinyl wrap locations. Existing Capital Improvement funds will be used to pay for the installations and materials of the vinyl wrap locations shown in Exhibit A. The Public Works Department has requested Capital Improvement funding over the next five years to complete future utility boxes.

Each selected artist will be commissioned to develop designs within a specified geographic area/ theme. Each artist will be awarded between 2 to 8 boxes. Artists were selected based on past experience and must submit a proposal for their assigned boxes. The themes for each area are listed below.

1) Creative Arts District (Generally along MLK east of Powerline and around City Hall campus)

Musical and bright colors

2) South Dixie Highway

Industrial Crafts / Funky

3) Atlantic / Federal (Atlantic to Copans)

Sun, Fun & Adventure

Celebrate family activities on the beach and ocean

4) Collier City/Education Corridor (Generally Atlantic and MLK, west of Powerline Rd)

Celebrate African American culture and education

5) Sample McDougald

Historic Pompano Photos

Mailing List

The mailing list for this project was created by using the City's Artist Network.

The Call to Artists was limited to South Florida artists. The City received 43 geographically-acceptable submissions. Six additional applications were disqualified for not being South Florida-based artists.

Advertising

The Call to Artists was posted on the City's webpage and Facebook page.

Selection and Evaluation Committee

Forty-three geographically-acceptable responses were received in response to the solicitation. The Selection/ Evaluation Committee was comprised of six members of the Public Art Committee, a Pompano Beach resident volunteer, a Public Communication Office staff representative and an Engineering Division staff representative.

The Selection Committee utilized an online software, CaFÉ™, to assist with the selection process. CaFÉ™ is a Web-based service that allows organizations and administrators to manage artist-application and jury processes related to Calls to Artists.

The first round of voting occurred online between Friday, May 22, 2015 and Thursday, May 28, 2015. Each Selection Committee member gave each artist a Yes (3 points) / No (1 point) / or Maybe (2 points) vote. The results were given a numeric value and ranked.

Round 2 voting occurred on Thursday, June 4, 2015 at 5:00 pm in the City Hall Second Floor Conference room (public meeting). For the Second Round, the Selection Committee decided to consider everyone with a score of 2.0 or greater. In addition, any of the lower ranked applicants that received a positive motion were allowed to proceed to Round 2. Twenty-six artists proceeded to Round 2. The Selection Committee utilized the CaFÉ™ software and voted Yes/ No/ or Maybe. The results were given a numeric value and ranked accordingly. Any artist receiving a score greater than 1.75 moved on to Round 3. Fifteen artists proceeded to Round 3.

In Round 3, the Selection Committee discussed which of the 15 highest ranked artists would fit into the different districts. All 15 artists proceeded to Round 4.

The group reconvened on June 25th at 4:30 p.m. in the City Commission Conference Room (a public meeting) to review and evaluate the remaining responses. The Committee re-reviewed the remaining 15 artists and selected eight artists for specific areas within the City.

The Subcommittee selected the following artists and designated them for the following districts:

Collier City:

1. Emmanuel Aderele

Creative Arts:

2. Caron Bowman
3. Anthony Burks

Industrial Crafts:

4. Edwin Sepulveda

Sun, Fun, and Adventure:

5. John Cote
6. Brenda Gordon
7. Peter Vaccino
8. Colin Foord

Historic Pompano Photos:

No award - to be provided by Staff

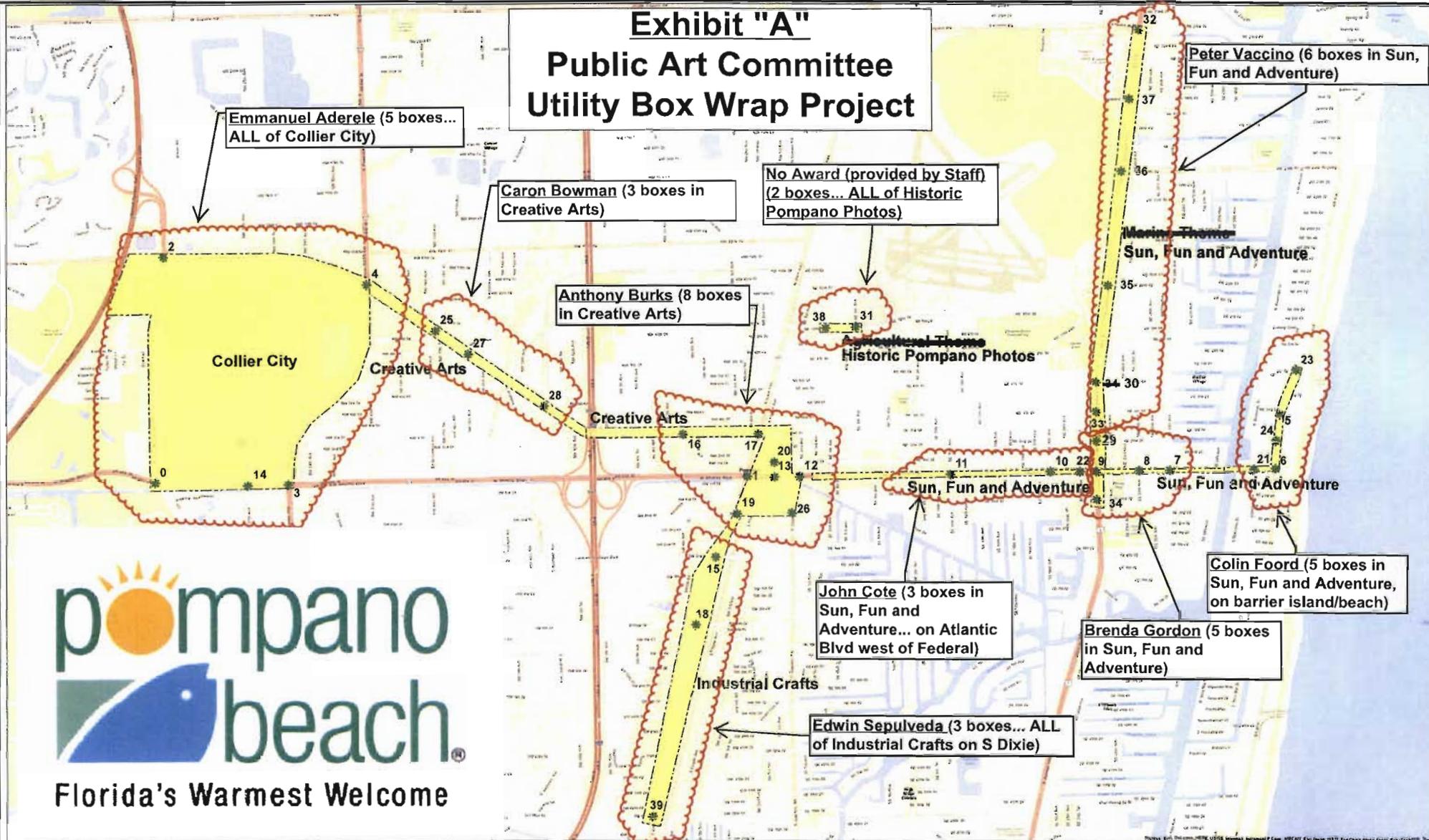
Copies of the minutes and voting matrix are enclosed.

Recommendation

The Public Art Committee unanimously approved of the selected artists and districts.

Exhibit "A"

Public Art Committee Utility Box Wrap Project



This product has been compiled from various source data. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. The City of Pompano Beach assumes no responsibility for any use of the information contained herein or any loss resulting there from.



Legend

- * Subject_Traffic_Signals
- Districts



CITY OF POMPAÑO BEACH
BROWARD COUNTY, FLORIDA
ENGINEERING DIVISION

Traffic Signals by District

Drawn By: ICW Date: 10/30/14 Checked By: AD Date: 10/30/14

**PUBLIC ART COMMITTEE
MEMORANDUM #15-047**

DATE: July 10, 2015
TO: City Commission
FROM: Public Art Committee
SUBJECT: Utility Box Wrap Selected Artists

At the meeting of the Public Art Committee held on June 25, 2015, the Committee discussed the artists selected by the Utility Box Project Subcommittee. The Subcommittee selected the following artists and designated them for the following districts:

Collier City:

1. Emmanuel Aderele

Creative Arts:

2. Caron Bowman
3. Anthony Burks

Industrial Crafts:

4. Edwin Sepulveda

Sun, Fun, and Adventure:

5. John Cote
6. Brenda Gordon
7. Peter Vaccino
8. Colin Foord

Historic Pompano Photos:

No award - to be provided by Staff

The Public Art Committee unanimously approved of the selected artists and districts. Attached to this memo as "Exhibit A" is a map of the selection.



Terrence Davis
Chair
Public Art Committee

mds

**Pompano Beach
Public Art Committee – Utility Box Wrap Subcommittee**

City Hall
2nd Floor Conference Room*

June 4, 2015
5:00 P.M.

MINUTES

A. Call to Order

B. Roll Call

Tobi Aycock <i>EXCUSED</i>	Carmen Jones
Jacqueline Barrett	Edith Kappler
Mimi Botscheller	Chris Mullon
Terry Davis	Donna Schorr
Louis Friend	

Also Present:

Jennifer Gomez, Assistant Director of Development Services
Scott Reale, Planner
Matthew DeSantis, Zoning Technician
Glen Weiss, Public Art Master Plan Consultant
Shanna Benson, CRA Staff

C. Discussion: Review and discuss the 43 submissions for the Utility Box Wrap project

Assistant Director of Development Services Jennifer Gomez explained to the committee that Scott Reale, Matthew DeSantis, Glen Weiss, and she are not voting participants. All voting members attested that they do not have any conflicts of interest with the artist applicants. Planner Scott Reale gave an overview of the district themes selected.

D. Voting

Before the voting began, Scott Reale explained that he would lead the committee through the submissions that were ranked lowest to give anyone the opportunity to make a motion to include them in second round consideration.

FIRST ROUND

MOTION by Eddie Kappler and seconded by Carmen Jones to advance John Cote to second round. All voted in favor with the exception of Jackie Barrett who was absent from the voting.

MOTION by Terry Davis and seconded by Carmen Jones to advance Ahsanya Davidson to the second round. All voted in favor with the exception of Donna Schorr and Jackie Barrett who was absent, therefore the motion passed.

MOTION by Terry Davis and seconded by Mimi Botscheller to advance Sharon Hart to the second round. All voted in favor.

MOTION by Carmen Jones and seconded by Louis Friend to advance Claudia Bianca to the second round. All voted in favor with the exception of Donna Schorr, Mimi Botscheller, and Jackie Barrett, therefore the motion passed.

MOTION by Carmen Jones and seconded by Eddie Kappler to move Adria Llerna to the second round. All voted in favor with the exception of Mimi Botscheller, Donna Schorr, Chris Mullon, Terrence Davis, and Jackie Barrett voted against, therefore the motion failed.

MOTION by Louis Friend to move Isabela Muci to the second round. There was no second to this motion, therefore the motion failed.

SECOND ROUND

Scott Reale informed the subcommittee that there were now 26 artists remaining. Jennifer Gomez stated that each of the artists would be viewed once more and the voting members will have the opportunity to vote again to further eliminate. The subcommittee reviewed the applications from all of the artists and briefly discussed each.

The subcommittee discussed if the applicants should be judged based on how their work fits with the assigned themes or if they should be judged based on their artistic talent.

At this point the subcommittee members cast their second round votes individually on their laptops. Scott Reale then showed the subcommittee the results.

Shanna Benson, CRA Marketing Manager, expressed to the subcommittee the CRA's ideas for the Arts District envisions bright colors and a theme of "old meets new". She also commented that the new beach parking garage will have a large mural and expressed the hope that whatever artwork goes on a box near this mural be something that fits with this.

Based on the artist applicants, the subcommittee discussed making the following modifications to the themes for the following districts:

South Dixie: funky theme

Collier City: Afro-centric

Creative Arts: Musical and bright colors

Marine Industry: adding this district to the Sun, Fun, and Adventure district

THIRD ROUND

The subcommittee discussed which of the fifteen highest ranked artists would fit into the different districts.

FOURTH ROUND

The subcommittee discussed selecting one or a small number of artists per district and have them create multiple wraps for the given district. They did this by eliminating possible artists for each district to narrow it down to those selected.

MOTION made by Louis Friend and Carmen Davis to remove the agriculture theme and replace with a collage of historic photographs in front of Sample-McDougald. The motion passed.

MOTION made by Terry Davis and seconded by Carmen Jones to meet half an hour before the regularly scheduled meeting to complete the voting process. Additionally, only members who were present today may vote in the final rounds to remain consistency in the voting and thought process. All voted in favor.

E. Adjournment

MOTION by Chris Mullon to adjourn.

Meeting adjourned at 9:10pm.

Minutes approved at the June 25, 2015 meeting.

**Pompano Beach
Public Art Committee – Utility Box Wrap Subcommittee**

Commission Chambers
Conference Room

June 25, 2015
4:30 P.M.

DRAFT MINUTES

A. Call to Order

The meeting was called to order at 4:33pm.

B. Roll Call

Carmen Jones - *LATE*
Jacqueline Barrett
Mimi Botscheller
Terrence Davis
Louis Friend

Edith Kappler - *ABSENT*
Chris Mullon
Donna Schorr

Others Present:
Scott Reale, City Staff
Matthew DeSantis, City Staff

C. Voting: Finalize artists selected

Public Art Committee Chair Terry Davis presented the subcommittee with a conceptual map of the possible artists.

The subcommittee unanimously decided to place Colin Foord at the beach.

NOTE: Carmen Jones arrived at the meeting at this point.

The subcommittee discussed how the boxes should be divided among the selected artists, whether by district or by dividing them equally. They discussed organizing by a combination of these two methods.

MOTION by Louis Friend and seconded by Jackie Barrett to select Peter Vaccino and Brenda Gordon for the Federal Highway corridor. All voted in favor of the motion with the exception of Donna Schorr and Carmen Jones, therefore the motion passed.

MOTION by Louis Friend and seconded by Mimi Botscheller to keep Brenda Gordon on Federal Highway and also give her boxes 7, 8. All

voted in favor with the exception of Donna Schorr who voted against and Carmen Jones who was absent. Therefore the motion passed.

MOTION by Carmen Jones and seconded by Chris Mullon to select John Cote for 22, 11, and 10. All voted in favor with the exception of Jackie Barrett, therefore the motion passed.

MOTION by Louis Friend and seconded by Chris Mullon to utilize agricultural photos from the City historical archives for boxes 38 and 31. This would not be awarded to an artist but rather be prepared by Jackie Barrett. All voted in favor of the motion.

The Committee agreed that they were still in favor Emmanuel Aderere for the Collier City boxes and Edwin Sepulveda for the three boxes on South Dixie Highway.

MOTION by Mimi Botscheller and seconded by Jackie Barrett to select Anthony Burke for boxes 16, 17, 20, 13, 1, 12, 19, and 26. All voted in favor with the exception of Louis Friend, therefore the motion passed.

The subcommittee decided to eliminate Asahnya Davidson in favor of assigning Emmanuel Aderere to all of the Collier City boxes in order to limit the total number of artists to eight.

MOTION by Louis Friend and seconded by Mimi Botscheller to give Caron Bowman boxes 25, 27, and 28. All voted in favor of the motion with the exception of Carmen Jones.

D. Adjournment

There being no further business before the subcommittee, the meeting was adjourned at 5:27pm.

Round 1 of online voting by Selection Committee

5/22/2015 - 5/28/2015



APPLICATION AND JURY ADMINISTRATION
LOGGED IN AS Scott Reale

LOGOUT EVENTS JURY REPORTS TICKET HELP

Jury XML Administration

CaFÉ Jury Administration

Select an event from the list below. Here you can manage the jury administration, advance rounds, and finalize the selections.

Pompano Beach Utility Box Wraps

Pompano Beach Utility Box Wraps

Jurying round 1 is in progress. There are currently 43 applications being judged.

Step 1: Set up the Jury and Scorecard Options

Scorecard Sort: Jury Permissions (Selected items will be HIDDEN to jurors) Application Questions (Selected items will be HIDDEN to jurors)

Jury Status: Artist Name Artwork Price Please upload your resume/CV in PDF.

Changing your status to Complete will display artists' application statuses on CaFÉ

Scorecard View: Artist Art Artwork Year

Scoring Type: Artist Statement Artwork Description

Artist References

Save Changes

Jurors assigned to this call: (9)

- Aycock, Tobi (43 scored, Round 1) [Remove Scores](#)
- Barrett, Jacqueline (43 scored, Round 1) [Remove Scores](#)
- Botscheller, Mimi (43 scored, Round 1) [Remove Scores](#)
- Davis, Terrance (43 scored, Round 1) [Remove Scores](#)
- Friend, Louis (43 scored, Round 1) [Remove Scores](#)
- Jones, Carmen (43 scored, Round 1) [Remove Scores](#)
- Kappler, Edith (43 scored, Round 1) [Remove Scores](#)
- Mullon, Chris (43 scored, Round 1) [Remove Scores](#)
- Schorr, Donna (43 scored, Round 1) [Remove Scores](#)

Add Juror

Step 2: Remove Artists and Advance Rounds

- After jurors have completed scoring the current round, click on **Remove Artists** to move to the next page where you will eliminate the lowest scored artists from the current jury pool and move them into "Not Invited" status.

Remove Artists

Optional: Download the scores report to help determine threshold cutoff for this round. [Download XLS](#)

- After removing artists you may advance to the next round. Advancing to the next round will provide jurors with a fresh scorecard to re-score for another round if necessary.

Scoring round:

To restore an artist who has previously been removed.

Step 3: Finalize Jury Selection

- After jurors have completed scoring the last and final round, click on **Select Artists** to move to the next page where you will select the highest scored artists from the final jury pool and move them into "Invited" status.
- This concludes your jurying. Each round's scoring history is available to view at any time.

Select Artists

Reminder:

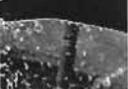
After you have sent an email notification to the "Not Invited" and "Invited" artists, make sure you return to this page and change the Jury Status to "Complete" from the drop-down menu above in Step 1.

(43) Applications

Hide Thumbnails

ID#	NAME	STATUS	CATEGORY	AVERAGE SCORE	SCORING COMMENTS
663862		<input type="text" value="Received"/>		2.8889	Aycock: Yes Barrett: Yes - "Wonderful use of color, nice detail and technique. Carries art has depth and a sense of emotion." Botscheller: Yes Davis: Yes

	Bennett, Carne			Friend: Yes Jones: Yes Kappler: Maybe Mullon: Yes - "Can make it pop" Schorr: Yes
662701		Received	2.7778	Aycock: Yes Barrett: Maybe Botscheller: Yes - "colorful and would read well quickly while driving or walking" Davis: Yes Friend: Yes Jones: Yes - "beautiful" Kappler: Maybe Mullon: Yes - "Peter Maxx reborn" Schorr: Yes
648157		Received	2.7778	Aycock: Yes Barrett: Yes - "Yes, Yes, Yes! I LOVE all of these! They are simply spectacular!" Botscheller: Maybe - "weak compositionally some treatment of subject matter interesting" Davis: Yes Friend: Yes Jones: Yes - "with input from community" Kappler: Maybe Mullon: Yes - "Can work for a quick look" Schorr: Yes
	Burks, Anthony			
665462		Received	2.6667	Aycock: Yes Barrett: Yes - "Love the fish and hooks the best. I think those four pieces of art would make a nice series on utility boxes by themselves." Botscheller: Maybe Davis: Yes Friend: Yes Jones: Yes - "beautiful colors and creativity" Kappler: Maybe Mullon: Maybe - "Artist vision?" Schorr: Yes
	Chaskalson, Annie			
657523		Received	2.6667	Aycock: Maybe Barrett: Yes Botscheller: Yes - "this work may adapt well for this project" Davis: Yes Friend: Yes Jones: Yes Kappler: Maybe Mullon: Yes - "Birds a good change of pace, style will work" Schorr: Maybe
	Gordon, Brenda			
635185		Received	2.6667	Aycock: Yes Barrett: Maybe Botscheller: Yes - "the work looks like it was done by three different artists. the colorful graphic approach works here" Davis: Yes Friend: Yes Jones: Yes - "color and style diversity is great." Kappler: Maybe Mullon: Yes - "Can do the job" Schorr: Maybe
	Matheu, Leonel			
665922		Received	2.6667	Aycock: Maybe Barrett: Yes Botscheller: Yes - "the work is taken beyond a snapshot." Davis: Yes Friend: No Jones: Yes Kappler: Yes Mullon: Yes - "Good eye, good photoshop" Schorr: Yes
	Royston, Andrew			
664107		Received	2.6667	Aycock: Yes Barrett: Yes - "Yes! Love all of the detail in Edwin's work. Very interesting to look at." Botscheller: Yes - "hopefully the artist will be able to convert these themes to the districts themes" Davis: Yes Friend: Yes Jones: Yes Kappler: Maybe Mullon: Yes Schorr: No
	Sepulveda, Edwin			
667256		Received	2.5556	Aycock: Yes Barrett: Maybe - "Nice vibrant colors but uninteresting concepts." Botscheller: No - "some strong work but many , particularly the figures weak" Davis: Maybe Friend: Yes Jones: Yes Kappler: Yes Mullon: Yes Schorr: Yes
	beasi, tiffany			
663024		Received	2.5556	Aycock: Yes Barrett: Maybe - "Love the marine organisms and the replacement of color." Botscheller: Yes - "competent professional work" Davis: Yes Friend: Yes Jones: Yes Kappler: Maybe

	Foord, Colin			Mullon: Yes - "Understands the project" Schorr: No
664330		Received	2.3333	Aycock: Maybe Barrett: No Botscheller: Yes Davis: Yes Friend: No Jones: Yes - "wow" Kappler: Yes Mullon: Maybe - "Potential" Schorr: Yes
643753	vaccino, peter			
		Received	2.2222	Aycock: Yes Barrett: No Botscheller: Maybe - "this artist lacks consistency of style and subject. enjoy the patterning but some of the work just not professional" Davis: No Friend: Yes Jones: Yes Kappler: Yes Mullon: Yes - "Creative Arts" Schorr: No
635645	Aderale, Emmanuel			
		Received	2.2222	Aycock: Yes Barrett: No Botscheller: Maybe - "interesting patterns but they don't translate as well to the more realistic subject matter they are applied to." Davis: Maybe Friend: Yes Jones: Yes Kappler: Maybe Mullon: Maybe - "Will this style transfer" Schorr: Maybe
667406	Doyal, Lynn			
		Received	2.2222	Aycock: Maybe Barrett: No Botscheller: Yes - "although not particularly creative this work could adapt to the confines of the project" Davis: Yes Friend: No Jones: Yes Kappler: Maybe Mullon: Yes - "Good photoshop, could make a very dramatic look" Schorr: Maybe
667623	Kizzle, Paul			
		Received	2.2222	Aycock: No Barrett: No Botscheller: Yes - "it would be nice to see more current work." Davis: Yes Friend: Yes Jones: Yes - "very creative" Kappler: Maybe Mullon: Yes - "crazy abstract would work" Schorr: No
649083	Kucera, Erik			
		Received	2.2222	Aycock: Maybe Barrett: Maybe Botscheller: Maybe Davis: Yes Friend: Yes Jones: Yes Kappler: Maybe Mullon: Maybe - "Think the style is better on a wall" Schorr: No
651217	pierce, missy			
		Received	2.2222	Aycock: Yes Barrett: No Botscheller: No - "the examples are rejecting too many directions. many examples simply not professional" Davis: Yes Friend: Maybe Jones: Yes - "great" Kappler: Maybe Mullon: Yes Schorr: Maybe
636257	Ren, Agata			
		Received	2.2222	Aycock: Yes Barrett: Yes - "I really like Asser's art. It's very unique and original. It reminds me a little of Salvador Dali's style of work. Unfortunately, I don't think everyone will appreciate it." Botscheller: Maybe - "interesting here but not sure how these would translate to a wrapped box" Davis: Yes Friend: Yes Jones: Yes Kappler: No Mullon: No - "too abstract not attractive " Schorr: No
667143	Saint-Val, asser			
		Received	2.1111	Aycock: Yes Barrett: No Botscheller: No - "weak in technical and conceptual" Davis: No Friend: Yes Jones: Yes Kappler: Yes

Blake, Patricia

652629

Received 

2.1111



Sofia, Andrew

Save Changes

Mullon: **Maybe** - "ok photos no pop"
Schorr: **Maybe**

Aycock: **Yes**
Barrett: **Maybe** - "I like this a lot. Might need to discuss with legal due to the art is clearly advertising so many companies and would likely be considered advertising."
Botscheller: **No**
Davis: **Yes**
Friend: **No**
Jones: **Yes**
Kappler: **Maybe**
Mullon: **Yes** - "Style could work"
Schorr: **No**

20 per page  Page 1 of 3 

SELECTED ARTISTS

EXAMPLES OF PAST

EXPERIENCE

**Actual utility wrap design will be proposed by
selected artists as project progresses**

Prince Emmanuel Adererele

- *Selected Artist* -



Location: Collier City
5 Boxes

LOGOUT EVENTS JURY REPORTS TICKET HELP

Communication Management Jurors Coupons

CaFÉ Event Artist Citation

Pompano Beach Utility Box Wraps Artist Citation

Emmanuel Aderere

CONTACT

Contact via Cell Phone

Email emmanuelbiodun@gmail.com

Phone 954 804-3345

Cell 305 600-7853

Web Site <http://emmanueladerele.see.me>

Mailing 400 NW 38th Place
Pompano Beach FL () USA
33064-

EVENT SPECIFIC DATA

Status Received

Booth # 0

Wait List # 0

CUSTOM ANSWERS

Please upload your resume/CV in PDF.

[PRINCE ADERELE ARTIST RESUME:CV.pdf \(download\)](#)

PAYMENTS

Transactions ID# 328061 (1) \$0.00 City of Pompano Beach using a Visa or Mastercard

COMMUNICATION

Emails

ART

Category

Statement As a self taught indigenous artist, Prince Adérelé hails from the Royal Lineage of HRM Oba (King) Rufus Adesokeji Aderere Tewogboye II, The Osemawe of Ondo, Yoruba Empire, Nigeria, an accomplished Visual Artist, Master Percussionist, Sacred Yoruba Choreographer/Dancer and Arts Educator, is Int'l Artist in Residence with the Osun's Village & African Caribbean Cultural Arts Corridor Initiative in Miami, Florida.

Prince's artwork is called the Yorùbá Sacred Arts which involves the Encoding of Sacred Symbols that illustrates Sacred Historical events, stories and folktales. For Prince Adérelé, because he knows the stories behind his artwork, it appears to be a complete story. His artwork has been dedicated to promoting messages that revive and uplift communities, expressing the importance of educating the society regarding Rich Yorùbá Cultural Heritage.

My Interest are: Federal Highway, Collier City/Education Corridor, Creative Arts District



God of Thunder Sango
Mixed Media
13" x 20" x 12"
\$1000.00



SANGO
Pen and Ink
36" x 36" x 11"
\$1500.00



Agalu "Spirit of the Drum"
Pen and Ink
36" x 36" x 11"
\$1500.00



Ase
Batik
10" x 10" x 0"
\$250.00

Royal Trumpet
Batik
10" x 40" x 1"
\$1500.00

4 coners
Applique
40" x 40" x 3"
\$3000.00

Sekere
Pen and Ink
15" x 15" x 1"
\$250.00

My Destiny
Acrylic on
Canvas with
Cowry Shells
36" x 24" x 0"
\$1750.00



Omi O
Mixed
Media on
Canvas
65" x 49" x 0"
\$3500.00



Ose Sango
Acrylic and
Ink on
Canvas Paper
20" x 16" x 0"
\$1200.00



Colors of Pompano
Mixed Medium
(Paint,
Glitter, Stones)
5" x 4" x 2"
\$1500.00



Create tag: (limit 12 characters) Save

Change status to: Save

BROWSER DATA: 116685: MOZILLA/5.0 (WINDOWS NT 6.1; WOW64; TRIDENT/7.0; RV:11.0) LIKE GECKO

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QUESTIONS? cafe@westaf.org | Powered by WESTAF

ARTIST RESUME

Emmanuel A. Adérelé

EMAIL: EMMANUELBIODUN@GMAIL.COM

CELL: 305-600-7853

Drum/ Percussion Instructor

City of Miramar, Little Broadway Summer Camp Miramar, Florida 06/ 2013- 08/2013
06/ 2014- 08/2014

- ⊗ Taught 72 summer campers ranging from ages 5- 14 years old basic percussion and drum set techniques; including event/ production set-up/ breakdown management
- ⊗ Arranged musical arrangement for the grand finale displaying the campers skillset for Fun on 42nd Street (2013)

Specialty Instructor

YMCA Parkland, FL 03/2014- Present

- ⊗ Develop and instruct specialty classes including: West African dance, drumming, and soccer
- ⊗ Transport student from area schools to the facility
- ⊗ Assist with interviewing summer camp counselors

Lead Scanner/ Package Handler

FedEx Ground Pompano Beach, FL 01/2014- Present

- ⊗ Load and unload sorted packages; ensuring the proper handling and scanning of all packages
- ⊗ Team lead responsible for package handlers

International Artist in Residence

Community Builders HDC, Inc Miami, FL 06/2007- Present

- ⊗ 1st Int'l Artist in Residence (sacred dancer, drummer and artist) with the Osun's Village & African Caribbean Cultural Arts Corridor
- ⊗ Instructed various courses such as dance, music (percussion)and crafts (painting, tie- dye, pen and ink)
- ⊗ Event management: assist with set up and breakdown of events, invoicing, inventory control, packaging/ labeling, shipping to customers, social media and marketing

Dance Instructor & Choreographer

Harmony Community Center Fort Lauderdale, FL 06/2013- 07/2013

- ⊗ Taught 30 summer campers ranging from ages 10-16 years old basic African dance and African percussion for their end of camp talent showcase

Choreographer & Independent Visual Artists

Various Dance Companies Lagos & Osun State, Nigeria 01/2008-08/2009

- ⊗ Constructing dance costumes & dance drama (stage play) presentations for community
- ⊗ Taught signing, drum tuning and dance choreography
- ⊗ Creating and Selling traditional Artwork; including workshops and vendoring at various events

Social Studies and Physical Education Instructor

Eddykeny High School Lagos, Nigeria 01/2004-01/2008

- ⊗ Taught above subjects to students ranging from ages 10-15

FIRST AID/ CPR/ AED
BLOODBORNE PATHOGENS

Exp: 06/2016
Exp: 06/2016

NATIONAL TEACHERS INSTITUTE KADUNA (LAGOS STATE) NIGERIA, WEST AFRICA

♣ TC CERTIFICATE (TEACHERS CERTIFICATE: GRADE II- ASSOCIATE DEGREE IN EDUCATION SCIENCE)

City of Pompano Parks and Recreation (Coach Hugo)

Parent Volunteer, Soccer Coach Pompano Beach, FL 12/2013- 03/2014

- ⊗ Assist in coaching the kids, learning how to handle a good ball possession & using motivation to instill successful athletes

Boy Scouts of America

Bear Cub Den Leader Margate, FL 08/2013- present

- ⊗ Youth Protection Training

ARTIST CV

PUBLIC ART COMMISSIONS

2015 City of Pompano Beach Public Art Installation
2012 Celebrating Black History Month with Prince Emmanuel" Intercontinental Hotel Doral Miami
2012 Artist Hand Piece Intercontinental Hotel Doral

TEACHING AND SPEAKING ENGAGEMENT

2013 Teaching of Fort Lauderdale Children
2012 Guest Speaker at the Charleston College of Art and Music
2012 Guest Speaker at The Black Mermaid Folklore Exhibition
2012 Guest Speaker at The City Gallery
2012 Guest Speaker at the Liberty Elementary School National Readers Day
2011 Special Speaker at the Miccosukee Tribe of Indian of Florida, celebrating America Indian Day
2011 Guest speaker at the African Cemetery Key West 3rd Annual Commemoration of the Abolition of Slavery
2010 Guest Speaker at the Celebration of Nigeria 50th Independent Anniversary lecture and performance at the Florida Memorial University.
2010 County/State Correctional Facility Miami

FEATURED IN PRESS/ SELECTED PUBLICATION

2013 Featured in Florida Courier
2013 Featured in The SugarCane Magazine
2012 Featured in The Miami New Times
2012 Showcased in Miami Talent Magazine
2012 Featured in the South Florida Times
2012 Featured in the Florida Courier
2012 Featured in the South Florida Times
2011 Featured in the Miami Herald
2011 Featured in the Sun Sentinel
2011 Featured in the National Weekly Newspaper

AWARDS AND HONORS.

2014 Featured Artist, University of Miami
2013 Inaugural Black History Month Resident Artist, Miramar City Hall.
2012 Featured Solo Artist Intercontinental Hotel, Doral.
2012 Recipient of top 15 Choreographer's in Miami Florida.
2012 First Round pick of selected Artist to be showcased in Art Takes Miami Catalog
2012 First Round pick of Miami Talent Magazine Multidisciplinary Artist
2012 Nominated for the Still Beautiful Art Poster Breast Cancer Awareness
2010 Featured Performer at the 2010 National Folk Heritage Awards, Washington, DC
2010 Recipient of the Key to Miami Dade County
2010 Miami Dade County Distinguished Visitor Award
2009 First International Artist in Residence at the Osun's Village and African Caribbean Cultural Arts Corridor in Miami, Florida

EXHIBITIONS

2014 River Of Art Group Exhibition produced by Life Is Art
2013 Solo Exhibition at the City of Miramar in Celebration of Black History Month
2013 Celebration of Black History Month at Riverwalk Cultural Sunday
2012 Featured solo artist at the CRA East Village Uncorked " Month of Luck"
2012 Featured Artist at the Intercontinental Hotel Doral
2012 Featured Artist at the DocMiami Film Festival
2012 First Nigerian Sacred Artist to be selected in Art Takes Miami Competition
2012 Cultural Exhibition on the Celebration of Nigeria's 52 Independence
2012 Featured Artist at the Mother's March on Starvation
2012 Guest Artist at the Broward Urban League Grand opening
2012 Featured Artist at the DocMiami Special Screening of Bob Marley: "The Making of a Legend."
2012 Featured Artist at The Ann Storck Center
2012 Featured Artist at the Memorial Service of Georgette Seabrooke Powell "Harlem Renaissance Artist" 2011 Images of Nigeria a Celebration of Nigeria 51st Independent Anniversary
2011 Group Exhibition with the Arts for learning Miami
2011 Special Guest Artist at the RED EYE 2011 hosted by Art Serve
2011 Black Music Month Hosted By Community Builders Holistic Development Corporation

2010 Artist at the Big Orange Bowl Celebration.
2010 Yoruba Sacred Art Showcase at Kwanzaa Weekend.
2010 A day of Contemporary art "Art Fallout" Group Exhibition at the Girls Club and 18 Rabbit Gallery
2010 Children of the Light Foundation Summer Celebration
2010 The Festival of Unity City of North Miami Beach
2010 Ghana Art and Cultural Celebration Miami
2010 Art Florida Competition & Juried Exhibition Celebrating of Artistic Excellence in Florida JM Family Enterprises Gallery at Art Serve Fort Lauderdale, Florida
2010 Third Annual Twelve by Twelve Juried Exhibition Art Serve Gallery Ft. Lauderdale, FL
2010 Artist Unite Juried Exhibition Broward Art Guild Fort Lauderdale, FL
2010 Women's History Month @Miami Dade College North Campus Miami
2010 Miami Dade County Advisory Board Celebration of Black History Month "African Unite" Miami, Florida 2010 Miami Dade College North Campus Asili Presentation Night Miami
2010 Black Heritage Month Celebrating Haiti The Miami Herald Media Company
2010 Black & White Juried Exhibition Broward Art Guild Florida
2009 "Sango" Latin Culture's Yoruba Roots
2009 WMNF 88.5 Fm Holiday Art Bazaar Tampa, Florida Featuring Prince Emmanuel Abiodun Aderele
2009 Diaspora Art Coalition Celebrating Eleven years in the Arts Miami
2009 Caribbean Dance Carnival Miami

-

SOCIAL MEDIA LINKS

Prince Emmanuel Abiodun Aderele

Dedicated to the Preservation of Yorùbá Customs and Traditions

<https://www.artistsites.org/PrinceAderele1/#>

<http://about.me/emmanueladerele>

<http://emmanueladerele.see.me/>

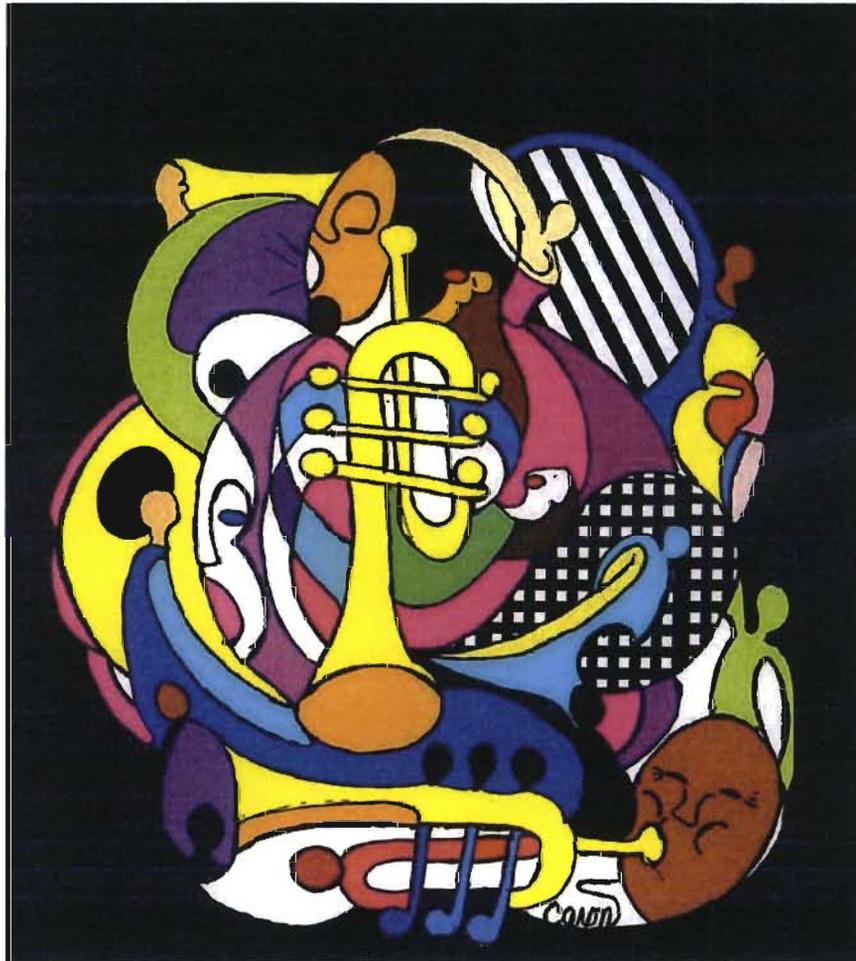
<https://www.facebook.com/prince.emmanuel.abiodun.aderele>

<http://www.youtube.com/PrinceAderele>

<http://snd.sc/VVqCiA>

Caron Bowman

- Selected Artist -



**Location: Creative Arts
3 Boxes**



LOGOUT EVENTS JURY REPORTS TICKET HELP

Communication Management Jurors Coupons

CaFÉ Event Artist Citation

Pompano Beach Utility Box Wraps Artist Citation

Caron Bowman

CONTACT

Contact via Home Phone

Email bowmanga@hotmail.com

Phone 561 921-5560

Cell 561 317-5698

Web Site <http://caronbowman.webs.com/>

Mailing 7677 Preserve CT
West Palm Beach FL () USA
33412-

EVENT SPECIFIC DATA

Status Received

Booth # 0

Wait List # 0

CUSTOM ANSWERS

Please upload your resume/CV in PDF.

[Caron Bowman resume CV.pdf \(download\)](#)

PAYMENTS

Transactions ID# 337137 (1) \$0.00 City of Pompano Beach using a Visa or Mastercard

COMMUNICATION

Emails CaFÉ™ Management to bowmanga@hotmail.com
Subject: CaFÉ™ Deadline Reminder
Sent 5/13/2015 at 03:03:52 AM

ART

Category

Statement Please accept this letter of interest in consideration for the opportunity to submit my qualifications for the Pompano Beach Utility Box Wraps. I have gained relevant experience working on several public art projects, including, The Painted Pompano Series, Paint by Numbers - Culture Under the Sun Mural , and Keys to the Cities jazz themed painted piano. I have included a couple of images with my artwork superimposed on utility boxes located in the city. In order to give a better perspective on how my artwork would look on the utility boxes. My vibrant style of work easily transfers to the digital format that will be necessary to create the vinyl wraps for the utility boxes. Pompano Beach presents an incredible opportunity for me to impart my artwork to the public. My artwork has been exhibited at the Marc Chagall Museum, Dusable Museum, Harlem Fine Arts Show, and ARCOMadrid Art Fair



Mermaid
Acrylic on
Fiberglass
60" x 60" x
45"
\$1500.00



Sea Horse
Digital
60" x 46" x 0"
\$0.00



**Sea Horse
(mock-up)**
Digital
0" x 0" x 0"
\$0.00



Sun and Fun
Digital
13" x 46" x 0"
\$0.00

Rythm
Digital

**Rhythm(mock-
up)**

Out to Sea
Digital

Out to Sea
Digital

20" x 22" x 0"
\$0.00

Digital
0" x 0" x 0"
\$0.00

21" x 27" x 0"
\$0.00

0" x 0" x 0"
\$0.00



Jazz Singer
Digital
20" x 21" x 0"
\$0.00



Jazz Singer (mock-up)
Digital
0" x 0" x 0"
\$0.00



We All Live Under The Same Stars
Sublimation Quilt
36" x 60" x 0"
\$3500.00



Unity (American Melting Pot)
Digital
36" x 36" x 0"
\$0.00



Miami Graffiti
Mixed Media
36" x 48" x 0"
\$1500.00



American Melting Pot (American Melting Pot Series)
Painted Acrylic Quilt on Canvas
60" x 72" x 0"
\$0.00



Tea and Hats
Digital
18" x 24" x 0"
\$0.00



Reclaiming a Sense of Place
Ink and Pastel
18" x 24" x 0"
\$2200.00



High Priestess of Jazz
Acrylic
60" x 60" x 36"
\$500.00



Culture Under the Sun
Acrylic
16" x 10" x 0"
\$1500.00

Create tag: (limit 12 characters) [Save](#)

Change status to: [Save](#)

BROWSER DATA: 56923: MOZILLA/5.0 (WINDOWS NT 6.3; WOW64) APPLEWEBKIT/537.36 (KHTML, LIKE GECKO) CHROME/43.0.2357.130 SAFARI/537.36

Select Exhibitions:

2015 Continuum Art Fair (Art Palm Beach Week)
Palm Beach, FL

2015 Emerge
Miami Beach, FL

2014 Bombay Sapphire Artisan Series
Brisky Gallery, Wynwood Miami, FL

2014 Ubuntu
Lauderdale, FL

2014 Continuum Art Fair (Art Palm Beach Week)
Palm Beach, FL

2013 Miami Mix Art Fair (Miami
Basel) Miami, FL

2013 Harlem Fine Arts Show
New York NY

2013•Kendrick Lamar's Maad•City•Good
Kidd New York, NY

2013 Feria ARCO Madrid Fair Bombay
Sapphire Living with Imagination Art Gallery
Madrid, Spain

2013 Palette to Palette
Miami, FL

2013 Seasons
Sioux Falls, South Dakota

2013 My Bloody Valentine/ Ink and
Pistons Palm Beach, FL

2012 Stepping Out for the Arts
Miami, FL

2012 Nick Knight /Le Printemps Visions Couture'
Paris, France

2012 ArtAfrica Fair Miami
Basel Miami, FL

2012 Face of Color
Daytona, Florida

2012 Red Eye Graffiti
Challenge Ft. Lauderdale

2012 Fiat/ Artserve VIP
Davie, FL

2011 Devotions
Sioux Falls, South Dakota

2011 Bombay Sapphire
Artisan Series Miguel Parades
Gallery Miami, Florida

2011 Wanderer Ship
Marc Chagall
Museum Vitebsk,
Belarus

Awards

Lighthouse Center for the Arts
Palm Beach County Cultural Council NARP Grant
Semifinalist•for Beck's•Green Box Global Fund
Semifinalist for Bombay Sapphire Artisan Series
Creative Allies•Editor's•Choice•Kendrick Lamar
Creative•Allies•Editor's•Choice•Jose•James

Education:

Palm Beach Atlantic University BA History
Nova Southeastern University MA ESE

Public Art Commissions

City of Pompano Beach

Created a design for a fiberglass pompano statue. I utilized the shape of the statue to create the shape of the mermaid.

City of West Palm Beach Paint by Numbers Mural Project (Culture Under the Sun)

Paint by Numbers mural project, was an event held in the newly minted West Palm Beach Arts & Entertainment District. The mural was inspired by West Palm Beach's Arts & Entertainment District offerings, I synergized elements of dance, music, and theater into the mural.

City of West Palm Beach Way to Glow Interactive Floor Mural. The mural will be done on modular pieces that can be shuffled by the public to create new designs.

Kretzer Piano Foundation

The project brought LIVE ART to the Palm Beach County area with the temporary installation of over a dozen painted pianos in parks and public spaces. For the two-week duration of the project, the pianos featured formal and impromptu musical concerts by professional musicians and the public in an open air festival of music. After their public residency, the pianos were donated to local charities and community organizations for children to use for piano lessons.

City of West Palm Beach

Spirit Poles for Fourth on Flagler

Riviera Beach City Hall Project

Creating an arts enrichment program for a low performing school. During the program, children learned how to use brushes and paint. In addition, the children in the program learned about art history and various forms of African artistic expression. The children created 10 large scale works to hang in the city hall complex.

Sunfest Banner Project

Working with children from underserved communities to create works of art for the music festival.

Artserve Graffiti Challenge

Creating graffiti murals on large scale canvas.

Publication

- Beck's Global Art Fund - The Green Box Project, a global fund established to inspire, celebrate and financially support independent talent in art, design, music and fashion.
- The official image for the 2012 Stepping Out for the Arts Campaign
- The 2015 City of Los Angeles African American Heritage Month Guide
- The 2014 City of Los Angeles African American Heritage Month Guide
- The Smithsonian American Latino Museum Artist Profile

Television

2014 June , The List , WPTV

2014 August, The List , WPTV

Artist Statement

Caron Bowman is a multi-disciplined artist and her work spans many techniques including drawing, painting, and fiber media. Her artwork has received international recognition and has been on display at the Marc Chagall Museum, DuSable Museum, Harlem Fine Arts Show, ARCO Madrid Fair, Continuum Art Fair, and Art Africa Fair. She has been influenced by pop art, surrealism, and graffiti art and she synthesized these qualities into her work. She uses the history and the culture of Florida as a source of inspiration. Her artwork is about intensity of color, curved lines, and daring patterns unified into one language. There is an almost dream-like quality to the rhythm and unfurling of the forms in her work. She said of her work: "My personal quest is to create art with a spirit, moreover, transforming two dimensional materials into spiritual substance. My goal is to continue to use the vocabulary of color in order to speak visually in different languages creating a relationship between the un-conscious and conscious mind via abstraction and symbolism."

In the creation of her artwork, Caron uses the technique of "automatic drawing" as a way to incorporate randomness and the subconscious into her drawings. In her work the faces, people, and symbols have become a pictorial language. She uses a Superflat style of painting with flat figures and intensely bright colors. Color is a very important component to her work and that color palate is inspired by Huichol Indian's technique of alternating strong and soft colors to achieve the effects of complementary opposition and to create dynamic balance.

Biography

Caron has a Bachelor of Arts degree in History and Master of Arts degree in ESE. In 2014, she was commissioned by the Herradura Tequila to participate in the nationwide Herradura Barrel Art Collection. In 2014 and 2011, she was selected by Russell Simmons and Danny Simmons in association with RUSH philanthropic to be included in the Bombay Sapphire Artisan Series. The Artisan Series profiles the best emerging artist in the country. This year, she was a featured artist in the Wynwood Miami Mix Art Fair. In 2013, Rapper Kendrick Lamar in association with Creative Allies showcased her artwork in NYC at the Galapagos Art Space. The Beck's corporation selected her as a semi-finalist for the 2012 Beck's Green Box augmented reality series - which featured the best emerging artist around the globe. Her work is currently on display on the Beck's global website. Her art was chosen as the official image for the 2012 Miami Beach Stepping Out for the Arts Luncheon. She was selected for the Fiat /Redeye graffiti challenge, which showcased the best in graffiti and street art in Broward County. She has been profiled by The Smithsonian American Latino Museum, The 2015 and 2013, Los Angeles African American Heritage Guide, fashion photographer Nick Knight's – SHOWstudio, and the Tom Joyner Foundation. Caron is the recipient of numerous honors including the Palm Beach County Cultural Council NARP Residency Grant and the Lighthouse Art Center Expressive Textiles Award. Throughout the years, Caron has lent her talent, energy, and time to many philanthropic causes, such as Armory Art Center, The ARC of Palm Beach County and Kretzer Piano Music Foundation.

Anthony Burks

- Selected Artist -



**Location: Creative Arts
8 Boxes**

CaFÉ Event Artist Citation

Pompano Beach Utility Box Wraps Artist Citation

Anthony Burks

CONTACT

Contact via Cell Phone

Email amp_burks@yahoo.com

Phone 561 842-5724

Cell 561 727-9173

Web Site

Mailing 703 39th st.
 West Palm Beach FL (FL) USA
 33407-703

EVENT SPECIFIC DATA

Status Received

Booth # 0

Wait List # 0

CUSTOM ANSWERS

Please upload your resume/CV in PDF.

[Ant's Resume 4.doc \(download\)](#)

PAYMENTS

Transactions ID# 329663 (1) \$0.00 City of Pompano Beach using a Visa or Mastercard

COMMUNICATION

Emails

ART

Category

Statement My works result from the blending of my mind and heart. It is a gift from God that I love and cherish immensely. Whether choosing a bird, animal or beautiful woman as a subject, diversity is achieved by incorporating into my art bright colors and abstract images. The goal is for the audience to be as free in viewing the work as I am in creating it. Change is a challenge for many artists, but as true artists, we must learn to embrace it. The artists who I have come in contact with through mentor ship, collaboration and curating constantly inspire me. The goal is for the artwork to constantly evolve as I create new collections and tell new stories. That keeps me eager to tackle the next stage of this artistic journey.



Red Elephant
 color pencils,
 pastels, and
 watercolors on
 watercolor
 paper
 30" x 40" x 0"
 \$6000.00



Florida Panther 1
 color pencils,
 pastels, and
 watercolors on
 watercolor
 paper
 30" x 40" x 0"
 \$6500.00



Humpback Whale
 color pencils,
 pastels, and
 watercolors on
 watercolor
 paper
 30" x 40" x 0"
 \$5800.00



Loggerhead Sea Turtle
 color pencils,
 pastels, and
 watercolors on
 watercolor
 paper
 30" x 40" x 0"
 \$5800.00

Mardi Gras 2
 color pencils,
 pastels, and

Mardi Gras
 color pencils,
 pastels, and

Schaus Swallowtail Butterfly

Natural Beauty: Nikk
 color pencils,

watercolors on
watercolor
paper
15" x 40" x 0"
\$3000.00

watercolors on
watercolor
paper
15" x 40" x 0"
\$4000.00

color pencils,
pastels, and
watercolors on
watercolor
paper
30" x 40" x 0"
\$5800.00

pastels, and
watercolors on
water paper
17" x 40" x 0"
\$3500.00



**Natural
Beauty:
Nzingah II**
color pencils,
pastels, and
watercolors on
water paper
17" x 40" x 0"
\$3500.00



**Natural
Beauty:
Vanya and
Liaila**
color pencils,
pastels, and
watercolors on
water paper
13.75" x 32.5"
x 0"
\$3000.00



Create tag: (limit 12 characters) Save

Change status to: Save

BROWSER DATA: 87817: MOZILLA/5.0 (WINDOWS NT 6.1; WOW64) APPLEWEBKIT/537.36 (KHTML, LIKE GECKO) CHROME/43.0.2357.124 SAFARI/537.36

703 39th Street
West Palm Beach, Florida 33407
Home: (561) 842-5724
Email: anthonyb@atbfineartists.com
Web: anthonyburkscollection.com

Anthony L. Burks Sr.

Professional Experience

2012-Present

**Armory Art Center
West Palm Beach, FL**

Teaching the fundamentals of art appreciation and art development within Palm Beach County to youth.

1989-2011

**The Baron Group Inc, Baron Sign Manufacturing
900 W 13th Street
Riviera Beach, FL**

Graphics supervisor: Responsible for project development, coordination and distribution. Advisor and graphics team leader: Oversight of product development and adherence to quality standards. Co-designer: Total project responsibility from design concept to completion.

1993-Present

**A.T.B. Fine Artists & Designers LLC
West Palm Beach, FL**

Co-founder, artist and art mentor. Coordinator of art shows and artist's development in South Florida and New York City. Corporate image building and signage consultant. Art education teaching art fundamentals

2007-2010

**Artspace 408 (formerly EG2) with The Center for Creative Education
West Palm Beach, FL**

Managed art space through coordination of professional artists and art events, Acted as Northwood community beautification and arts appreciation liaison. Mentored Dreyfoos School of the Arts students in professional development.

1993-2008

**Artists Showcase of the Palm Beaches
West Palm Beach, FL**

Educated inner city and at risk youth in the fundamentals of art development and appreciation. Exhibiting artist in local art shows. First solo artist at the West Palm Beach Jenkins House. Created original cooperative identity of African American Artists Showcase.

2001-Present

School District of Palm Beach County

Art adjudicator for BAK middle school of the Arts and Dreyfoos High School of the Arts. Responsible for scoring and judging submissions from potential visual arts students.

1992-2000

The Children's Coalition, Inc.

West Palm Beach, FL

Artist/Instructor – Art Appreciation instructor for at risk and inner city youth. Developed lesson plans, taught art history and provided interactive participation.

**Freelance
Projects**

1984-Present

Hired to develop and produce creative design concepts and products for new and repeat clients. Select list of direct and third party clients:

- A.T.B.-Burks; Graphic Designers,
- A.T.B Fine Artists & Designers LLC

- Advent Advertising
- Artist Showcase of the Palm Beaches
- Baron Signs Group Inc
- Beverly Bean & Associates
- Center for Creative Education
- Eklypse Grafixx
- Expressive Vibes Art Galley
- Graphicline
- Round Trip Recycled Products
- State of Art Printing

Exhibitions

Professionally exhibiting art since 1993 in a variety of venues. Over 30 solo shows and 250 collaborative shows in galleries, museums, businesses, homes and alternative locations throughout Florida and in New York City. First Solo exhibit - **Gallery One** in Sarasota, FL. Numerous pieces hang in private homes and permanent collections including **The Cornell Museum** at **Old School Square** in Delray Beach, FL.

Activities

2005-Present

Artists of Palm Beach County

Palm Beach County, FL

Founding Member. Created corporate identity for the 501C3 arts organization.

Education

1986-1988

Art Institute of Ft. Lauderdale

Ft. Lauderdale, FL

Associates of Science in Visual Communications

Edwin Sepulveda

- *Selected Artist* -



**Location: Industrial Crafts
3 Boxes**



LOGOUT EVENTS JURY REPORTS TICKET HELP

Communication Management Jurors Coupons

CaFÉ Event Artist Citation

Pompano Beach Utility Box Wraps Artist Citation

Edwin Sepulveda

CONTACT

Contact via Home Phone

Email thevizhun@gmail.com

Phone 646 4041772

Cell

Web Site <http://donrimx.tumblr.com/>

Mailing 515 NE 63rd St
Apt 1
Miami FL () USA
33138-

EVENT SPECIFIC DATA

Status Received

Booth # 0

Wait List # 0

CUSTOM ANSWERS

Please upload your resume/CV in PDF.

[Edwin Sepulveda CV.pdf \(download\)](#)

PAYMENTS

Transactions ID# 336077 (1) \$0.00 City of Pompano Beach using a Visa or Mastercard

COMMUNICATION

Emails

ART

Category

Statement My artwork focuses on making the connection between the city, nature and the being. It has been constructing itself since I was very young in Puerto Rico.

I'm interested in opportunities where I can utilize wood and brick elements. Thru the combination of these two elements, I try to stimulate creativity and open thought so every spectator has their own personal experience while looking at my artwork; thereby constructing their own personal interpretation of the piece.

Public Art reaches the masses and is my favorite method in expressing my creativity. It has the quality of being permanent or ephemeral and plays with the design of the space allotted while integrating all the energy that is manifested there.

In 2014 I was part of the Cars Meet Art Exhibit at the Miami Auto Show. I did a car wrap with my artwork that was featured at many different locations in Miami. The Creative Art piece played with the curves of the car to give the effect of movement. It was a crowd favorite.



Motion
Vinyl Wrap
5' x 13' x 5"
\$5000.00



Rice Planter
Spray Paint
and Acrylic on
Wall
23' x 36' x 0"
\$20700.00



**3/4 of Life =
Water**
Spray Paint
and Acrylic on
Wall
23' x 36' x 0"
\$20700.00



No Name
Spray Paint
on a Brick
Wall
20' x 12' x 0"
\$6000.00



Diaspora
Spray Paint and
Latex Paint on a
Brick Wall
50" x 20" x 0"
\$25000.00



Punteria
Spray Paint
on Concrete
25" x 25" x 0"
\$15625.00



Raul
Ink on Paper
6" x 4" x 0"
\$500.00



Teef
Enamel on
Canvas
8" x 6" x 0"
\$3000.00



Sin Titulo
Spray Paint on
Concrete
25" x 45" x 0"
\$28125.00



**Jordan In-
House Mural**
Spray Paint
on Wood
8" x 12" x 0"
\$2400.00



Refugio
Ink on Paper
6" x 12" x 0"
\$1800.00



Texturas
Acrylic on
Canvas
1" x 1" x 0"
\$500.00



El Trompetista
Spray Paint on
Wood
6" x 9" x 0"
\$6000.00



Ascenso
Acrylic on
Canvas
5" x 4" x 0"
\$3000.00



**Escaleras en
Mi Cabeza**
Acrylic on
Canvas
36" x 24" x 0"
\$2000.00



Impossible
Acrylic on
Wood
33" x 7" x 0"
\$500.00



Prieto
Spray Paint on
Canvas
36" x 24" x 0"
\$1200.00

Create tag: (limit 12 characters) Save

Change status to:

BROWSER DATA: 96494: MOZILLA/5.0 (MACINTOSH; INTEL MAC OS X 10.10; RV:37.0) GECKO/20100101 FIREFOX/37.0

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Edwin David Sepúlveda aka DON RIMX

515 NE 63rd St, Apt 1
Miami, FL 33138
646-404-1772
dourimx@gmail.com

Sabemo Lo Tuyo

Online portfolio of tattoos, art and murals by the artist

EDUCATION

1999 – 2005 B.F.A. Escuela de Artes Plasticas, San Juan, Puerto Rico

SOLO EXHIBITIONS

- 2011 *16 Barras Viejo San Juan, Collaborative Project*, Don Rimx & Alex Seel, Museo de Arte de Puerto Rico, Plaza Colon, PR
16 Barras Collaborative Project, Don Rimx & Alex Seel, The White Train, Space on White, New York, NY
16 Barras The Beginning, The White Train & DIS Micro Gallery, Dumbo Gallery Walk
- 2010 *Art Trek*, La Sala Gallery/Cafe, New York, NY
Supel Tuff, Fresthetic, Brooklyn, NY
- 2008 *Character*, Galeria Comercial, Santurce, PR
Sabemo Lo Tuyo, Labs Project Circa '08, San Juan, PR

GROUP EXHIBITIONS

- 2014 *TR3SPASS: Brooklyn Pop Up Gallery*, Brooklyn, NY
ArtDeckCo, Refuge, Portland, OR
60 Collective 2, ReBar, Brooklyn, NY
Contra Hearts, Gallery 69, New York, NY
Art Battles The Vault, New York, NY
Track 1, Exit Room Gallery, Brooklyn, NY
The Playable Art of the Domino Table, Exit Room Gallery, Brooklyn, NY
- 2013 *Black White & Red*, Studio J, Queens, NY
Outsight In, Exit Room Gallery, Brooklyn, NY
Art Battles, 5 Bryant Park, New York, NY
Los Muros Hablan, El Barrio, New York, NY
- 2012 *Los Muros Hablan*, San Juan, PR
Heineken Mural Project, Art Basel, Miami, FL
- 2011 *Collective*, Miami Art Basel, Wynwood Miami, FL
Art Battles Europe Tour: Madrid & Barcelona, Spain
Urban/Articulation, 40SO, Patchogue, NY
- 2010 *Space on White*, White Train Inc., New York, NY
Material for the Arts Project, MFTA ORG., Queens, NY
Pop Up Studio: The Dawn of Cellograff, Lab 24/7, Brooklyn, NY
Afro Punk Festival, Commodore Barry Park, Brooklyn, NY
Fiesta de Locos, Clemente Soto Velez Cultural Center, New York NY
Rooftop Legends, New Design High School, New York, NY

- 2009** *Afro Punk Festival*, BAM, Brooklyn, NY
We've Gotta Have It, Long Island University, NY
10ma, Art Auction, Museo de Puerto Rico
Rooftop Legends, New Design High School, New York, NY
Hablan2, Espacio 304 Galeria, Hato Rey, PR
Nolmal, Galeria Petrus, Miramar, PR
- 2008** *Graphopoli*, Urban Art Biennial, Museo de Puerto Rico
Krush Groove, New Design High School, New York, NY
Art & Wine Fair, Convention Center, Puerto Rico
Character Collective 2, The House Hotel, San Juan, PR
Urban Culture Fair '08, ATI, Puerto Rico
The Lab, Black Box Gallery, San Juan, PR
- 2007** *Urban Culture Fair '07*, ATI, Puerto Rico
Espacio Disponible, Museum of Caribbean University, Bayamon, PR
En La Tuya, Art Department of University of Puerto Rico
- 2006** *Movimiento*, Galeria Cubo 1504, Santurce, PR
9 Sobre Blanco, Galeria Carlos Irizarry, San Juan, PR
- 2005** *Corografico*, Galeria Area, Caguas, PR
Tokyo Lights, La Foret Museum, Tokyo, Japan
Corollo, Galeria Cubo 1504, Santurce, PR
Taxi Galeria, Museo de Puerto Rico
Decora, Galeria Cubo 1504, Santurce, PR
- 2003** *Juegos de Antaño*, Plaza Las Americas, Hato Rey, PR

TEACHING EXPERIENCE

- 2015** Mural Workshop, Big Brothers Big Sisters of NYC, Queens, NY
2014 Celebrity Teacher, Dream School, Sundance Channel
2010 Mural Workshop, New Design High School, New York, NY
2009 Mural Workshop, Proyecto Compaz, Taller Salud, Loiza, PR
2007 Art Workshop, Verano en Cantera, Prensa Comunitaria y Apoyo Empresarial, PR
Mural Workshop, Barriada Morales, Caguas, PR
2006 Perspective Course, Escuela de Artes Plasticas, San Juan, PR

WORK EXPERIENCE

- 2014 – present** Southside Tattoo Gallery, Miami, FL
2011 – 2014 Harlem Hype Tattoo Shop, Brooklyn, NY
2008 – 2009 Graphic Designer / Illustrator / Art Workshop Project Manager / Photographer /
Photo Retouch / Layout Designer / Camera Man
Prensa Comunitaria, Cantera, PR

INTERNSHIPS

- 2005 – 2006** Illustrator, Editorial Santillana

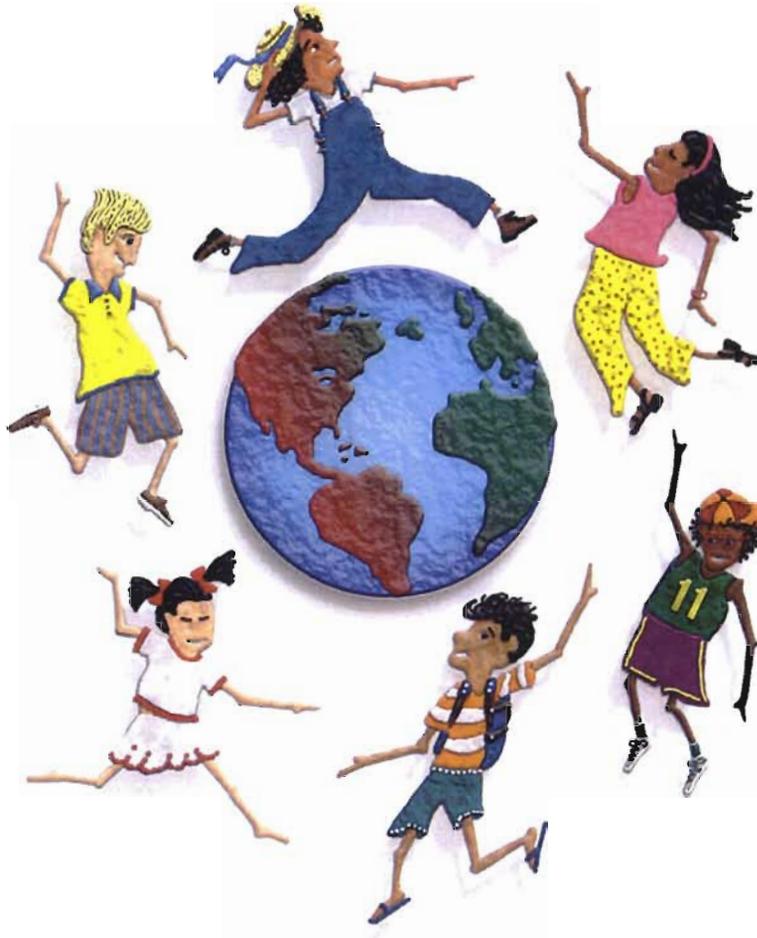
PUBLICATIONS and WEB

- 2015** *For Artist Don Rimx, Brooklyn Is Just Another Canvas*, Brooklyn Magazine, web
(February 2015)

- Mentors, Students Paint Mural in School's Lobby*, NY1, web (January 2015)
BBBS Pairs Kids & Artist for 151 Mural, Queens Tribune, web (January 2015)
- 2014** *Graffiti Artists Paint Security Fence*, Mako Israel, web (November 2014)
A Graffitiist Takes On a Corporate Space, New York Times, newspaper and web (March 2014)
- Hex and the City*, New York Post, newspaper (January 2014)
- 2013** *Art Basel Miami Interview*, Univision, tv (December 2013)
Playing Chicken, Daily News, newspaper (September 2013)
Los Muros Hablan, El Nuevo Dia, newspaper (September 2013)
Relive the Art & Culture Movement in El Barrio with Los Muros Hablan NYC, NY Remezcla, web, (August 2013)
Grove Place, once forgotten alley, comes to life with vibrant murals, Brooklyn Daily Eagle, web (August 2013)
Grove Place, News 12 Brooklyn, tv (August 2013)
Best of Show Black Hat USA 2013, ZDNet, web (August 2013)
- 2012** *Un Elefante Se Balanceaba*, Juxtapoz, web (December 2012)
- 2011** *16 Barras Artist Alex Seel & David Sepulveda Unite Bushwick Community With Street Murals*, New York Daily News, newspaper (March 2011)
Boricua Graffiti Artist Tags Brooklyn Faces, NY Remezcla, web (January 2011)
Valvulas de escape para un puertorriqueño en Brooklyn, 80Grados.net, web (January 2011)
- 2009** *Nolmal*, Primera Hora, newspaper (Jan 2009)
- 2008** *Artista del barrio*, Primera Hora, newspaper (April 2008)
Recorrido mundial desde Santurce, El Nuevo Dia, newspaper (Dec 2008)
La gente tiene sed de mas, El Nuevo Dia, newspaper (Oct 2008)
Graphopoli, El Nuevo Dia, newspaper (Jan 2008)
Un dialogo colectivo, El Nuevo Dia, newspaper (Nov 2008)
Art In Old San Juan, Artes Magazine 2008
Graphopoli, Artes Magazine 2008
Graffiti es Arte de Libre Expression [Video] Posted July 23, 2008
<http://www.youtube.com/watch?v=jknkvbwptE>
Mural Taller Salud y Fondos Unidos en Loiza [Video] Posted December 1, 2008
<http://www.youtube.com/watch?v=iW9n0K4ZP2c>
- 2005** Mural in homage of Filiberto Ojeda Rios
indymediapr.org
- 2003** *Arte por la diversion de antaño*, El Nuevo Dia, newspaper (Nov 2003)

John Cote

- Selected Artist -



**Location: Sun - Fun - Adventure
3 Boxes**

CaFÉ Event Artist Citation

Pompano Beach Utility Box Wraps Artist Citation

John Cote

CONTACT

Contact via Home Phone

Email jccreative@comcast.net

Phone 954 784-7949

Cell 954 579-2683

Web Site

Mailing 737 NE 6 Street
Pompano Beach FL (FL) USA
33060-

EVENT SPECIFIC DATA

Status Received

Booth # 0

Wait List # 0

CUSTOM ANSWERS

Please upload your resume/CV in PDF.

[JC_resume_Shortened_061616.pdf \(download\)](#)

PAYMENTS

Transactions ID# 336949 (1) \$0.00 City of Pompano Beach using a Visa or Mastercard

COMMUNICATION

Emails

ART

Category

Statement As a 25 year citizen of Pompano Beach I love what art can do to create a positive atmosphere in our community. I would love to be a part of that effort in any way I can. My experience in art, design, and photography relates to just about every field. The samples I sent would work especially well in the Atlantic Beach loop and Federal Hwy. and possibly others.



*All is well
in the city*
Clay
0" x 0" x 0"
\$0.00



*Fun day
under the
sun*
clay
0" x 0" x 0"
\$0.00



*Children
around the
world*
Digital clay
0" x 0" x 0"
\$0.00



*Children united
for a healthy
world*
Digital clay
0" x 0" x 0"
\$0.00

Create tag: (limit 12 characters)

Change status to:



JCCREATIVE
SERVICES, INC.

"Strategic Design for Creative Solutions"

JOHNCOTE

737 NE 6th Street
Pompano Beach, FL 33060
jccreative@comcast.net
PH/FAX 954.784.7949
CEL 954.579.2683

John Coté

Creative Director & Owner / JC Creative Services, Inc.

Pompano Beach Florida • 954 784-7949 ^{WK} • 954 579-2683 ^{CEL} • jccreative@comcast.net

Summary:

Produce strategic creative that is both distinctive and effective by working closely with marketing and creative staff to achieve goals.

Education & Skills:

Graduated from The Art Institute of Fort Lauderdale with Best Portfolio honors

Training courses in: Advertising design, Art in various mediums, Printing, Typography, Writing headlines, Digital prepress, Digital photography (location/studio), Creating ad campaigns, Creating digital photo imagery

Programs: CS6: (InDesign, PhotoShop, Illustrator), Constant Contact

Employment History:

Owner, JC Creative Services, Inc.- June, 1997 to present

- Handle the creative and production needs of several national and local companies. This includes developing concepts, copy writing, ad campaigns, logo design, photography, illustration, product package design, trade show graphics, digital photo imagery and special effects, typography, art direction, layout, liaison with printers/vendors, and working directly with clients to produce promotional material that reaches the target market on time and within budget. My company would also oversee and handle the printing and production of DVD replication and packaging.

Creative Manager, Vida Publishers (subsidiary of Harper Collins)- January, 1983 to May, 1997

- Oversee a staff of designers and freelancers in the production of 75+ book covers annually and producing all the promotional materials which included several yearly catalogs in Spanish & English, logos, advertisements, direct mail pieces, posters, CD/video jackets, trade show graphics, magazine layouts, product photography, calendars, and other projects as needed.
- Develop promotional strategies with the marketing team and present creative ideas and comprehensives to reach target audiences.
- Proactive in cost reduction and streamlining creative processes. Our department reduced production costs by over 80%.
- Implemented extensive computer training for staff in prepress, photo retouching and manipulation of hi-res digital images. This knowledge was key to our cost reduction and helped my staff produce dynamic images in-house.
- Encouraged an atmosphere of creativity and experimentation within allotted budget and project guidelines.
- Represent creative staff in leadership meetings.
- Produce and assemble trade show exhibits, graphics, and signage.

Brenda Gordon

- Selected Artist -



Location: Sun - Fun - Adventure
5 Boxes

CaFÉ Event Artist Citation

Pompano Beach Utility Box Wraps Artist Citation

Brenda Gordon

CONTACT

Contact via Cell Phone
 Email bgordonartist@gmail.com
 Phone 703 477-4792
 Cell
 Web Site
 Mailing 53 Palm Square
 Delray Beach FL ()
 33483-

EVENT SPECIFIC DATA

Status Received
 Booth # 0
 Wait List # 0

CUSTOM ANSWERS

Please upload your resume/CV in PDF.

Resume:blo.pdf (download)

PAYMENTS

Transactions ID# 333459 (1) \$0.00 City of Pompano Beach using a Visa or Mastercard

COMMUNICATION

Emails

ART

Category

Statement Bring some fun to the streets of Pompano why not see a fish out of water? I enjoy changing the ordinary to extraordinary

	<i>Pelicans</i> acrylic on canvas 15" x 30" x 0" \$350.00		<i>Love Birds</i> oil on canvas 30" x 40" x 0" \$1800.00		<i>Mccaws Red & Blue</i> Acrylic on Canvas 45" x 15" x 0" \$1400.00		<i>Conch Colfiure</i> acrylic on canvas 50" x 38" x 0" \$2800.00
	<i>Mermaid's View</i> acrylic on canvas 44" x 54" x 0" \$3000.00		<i>Seahorse Jockey</i> acrylic on canvas 36" x 48" x 0" \$2500.00		<i>Shark Tank</i> acrylic on canvas 48" x 72" x 0" \$5100.00		<i>African Pompanos</i> acrylic on canvas 18" x 48" x 0" \$1700.00
<i>Hey Piggy Pig</i>							

oil on panel
14" x 20" x 0"
\$975.00

Create tag: (limit 12 characters) [Save](#)

Change status to: [Save](#)

BROWSER DATA: 78152: MOZILLA/5.0 (MACINTOSH; INTEL MAC OS X 10.9; RV:37.0) GECKO/20100101 FIREFOX/37.0

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Brenda Gordon

53 Palm Square
Delray Beach, Florida
703-477-4792

A Journey Begins...

Brenda Gordon was born in Washington, DC.

In 1981, Brenda graduated from the University of Maryland with a Bachelor of Science degree in Advertising Design and Fine Arts. Her earliest commissions were inauspicious, creating illustrations for the Yellow Pages at \$11,000 a year, and working for various restaurants drawing cartoons and designing advertisements. However, landing an art director's position in a prestigious Georgetown advertising agency, her outstanding skills finally achieved recognition, as she earned the agency awards for design excellence. As director, her responsibilities were demanding and diverse, and included design comprehensives, layouts, mechanicals, storyboards, typography and directing photo shoots. During her tenure, the agency boasted such acclaimed and noteworthy clientele as Dulles Corner, Avenel, Kettler Scott and the Library of Congress.

A Freelance Professional...

After several years and the birth of her daughter, Brenda began her own freelance mural and faux finishing business. Hershey Park in Pennsylvania commissioned her to paint a 2500 square foot mural in their restaurant, the Hershey Chocolate Town Café.

Other corporate clients beckoned, including Sutton Place Gourmet, which commissioned murals for four of their stores; a Herculean undertaking, the murals were three feet in height, but altogether spanned an incredible 58 feet.

Undaunted by projects both creatively and logistically demanding, Brenda went on to create murals for the Marriott Corporation (12 by 21 feet, encompassing the entire wall of the newly-remodeled headquarters cafeteria) and Meadowlark Botanical Gardens (58 by 7 feet, in the atrium). For both projects, Brenda created a stunning trompe l'oeil effect on a grand scale, blending the real architecture of floor-to-ceiling windows with a painted mirage to expand the space and delight the senses.

For her innovative and stunning work, Brenda has received numerous awards: for a mural at Hershey Park, an award from the American Society of Interior Designers (ASID); for the Meadowlark Gardens mural, an award of appreciation from the Northern Virginia Regional Park Authority. Her murals have been featured in Elan magazine, Mclean Connection, Forbes Magazine and The Patriot News.

Brenda's "smaller" works have also gained a large following; she continues to sell her paintings through local galleries, and have been exhibited at the New York Art Expo. Numerous paintings to individuals and corporations have been sold. She was commissioned to paint "The Wild Goose Chase" by the Centennial Grand National Steeplechase Races in Baltimore, Maryland, which also published limited edition prints. , At a Christmas event, the Choral Arts Society of Washington commissioned her to paint for the Ambassador of the Kingdom of the Netherlands.

The eye of the artist...

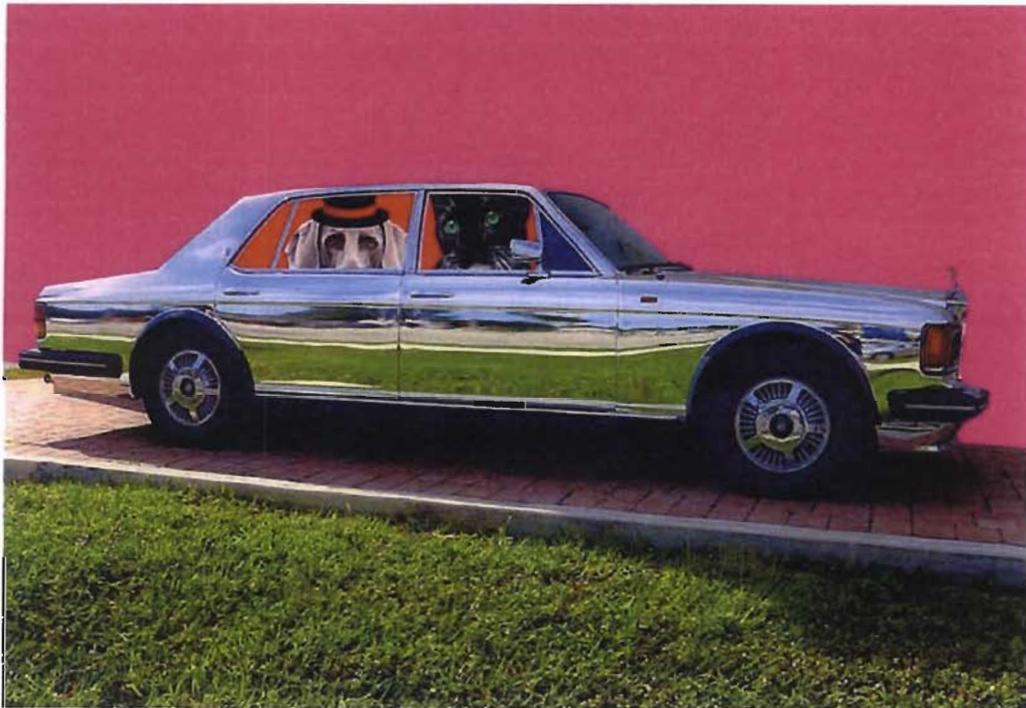
In her paintings, Brenda goes beyond conventional representations of nature to explore the sensory experiences that nature inspires. She likes to capture instances of dramatic lighting, creating unique scenes in unusual circumstances. By combining her painting ability with her faux finish experience; Gordon has developed a unique style. She works with both oils and acrylics, building up texture and glazes to create vibrancy in color, luster and depth. Working in a style, which has been described as contemporary realism, Brenda has embraced diverse subject matter, driven by that which “moves [her] at the moment.” In all of her work, meticulous attention to detail reveals Gordon’s passion for the beauty of nature, her interest in human interaction and her love of expressing both through the imagery of art. With a gift for painting beautiful renderings of complex subjects – from the human figure and still life to landscape and wildlife – and a strong sense of composition, Brenda infuses her work with dramatic finesse. The result is outstanding and incomparable works of art.

Artist Statement

Gordon’s goal as an artist is to elevate the viewer beyond the “everyday experience” – to take the viewer beyond the commonplace, to the unexpected and exceptional. However, Brenda’s approach to her art, much like her approach to life, is neither esoteric nor ostentatious, but is rather refreshingly direct and pragmatic: “It’s got to look like something, so it might as well look **good.**”

Peter Vaccino

- *Selected Artist* -



**Location: Sun - Fun - Adventure
6 Boxes**

Blue Bird
photography
18" x 24" x
1"
\$750.00

Watercolors
Water Color Paint
8" x 12" x 1"
\$250.00

Sky Box
photography
18" x 24" x 1"
\$750.00

Create tag: (limit 12 characters)

Change status to:

BROWSER DATA: 40321: MOZILLA/5.0 (MACINTOSH; INTEL MAC OS X 10_6_8) APPLEWEBKIT/534.59.10 (KHTML, LIKE GECKO) VERSION/5.1.9
SAFARI/534.59.10



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PETER KING VACCINO

57 West 30th Street. New York, N.Y. 10001 tel. 646 240 8663

peterkingvaccino@mac.com

EDUCATION

School of Visual Arts, N.Y.C., NY.
Istituto Fotografica, Florence, Italy
The Sculpture Center, N.Y.C., N.Y.

WORK EXPERIENCE

Jewelry Designer *self-employed*

Design and manufacture fine jewelry of 18-karat gold, platinum, and precious stones.
Pave setting for Hammerman Bros., Henry Dunay, French Carvin, and other high end manufacturers
Create wax models, rubber molds, from original designs
Cast mountings and findings
Layout and set precious stones
Polish and finish

Freelance and Fine Art Photographer *Self-employed*

Digital photography for fine art portfolios
Traditional silver gelatin processing fine art prints
Portraits, landscapes and still life : 35mm, 2.25mm and 4x5 format cameras
Photographer for TSA FLL News Bulletins

Licensed Real Estate Agent.State of Florida 1998-2002

Graphic Artist *Self-employed* 1998-present

Design and layout pre-press content in Adobe CS2
Create multimedia Keynote Presentations
Import and edit digital files in Adobe Photoshop

Web Designer *Self-employed* 1998-present

Design, publish and manage web sites
Create and maintain on-line store

Supervisor *Department of Homeland Security* 2002-2004

Manage and supervise screening staff
Maintain and calibrate equipment
Coordinate and implement security workshops

Mobile Screening Force Instructor *Transportation Security Administration* 2002

Manage and supervise screening staff
Supervise training of new hires
Coordinate and implement briefings
Manage and supervise federalization transition procedures

MEMBERSHIPS

International Sculpture Center
Palm Beach County Photographic Workshops
Boca Raton Artists Guild
The Museum of Modern Art (MoMA)
Boca Raton Museum of Art

References furnished upon request

Colin Ford

- Selected Artist -



**Location: Sun - Fun - Adventure
5 Boxes**

CaFÉ Event Artist Citation

Pompano Beach Utility Box Wraps Artist Citation

Colin Foord

CONTACT

Contact via Cell Phone

Email coralmorphologic@gmail.com

Phone 305 4321549

Cell 305 4321549

Web Site <http://www.coralmorphologic.com>

Partners Jared McKay

Mailing 835 NW 7th St
 Miami FL (Florida) USA
 33136-

EVENT SPECIFIC DATA

Status Received

Booth # 0

Wait List # 0

CUSTOM ANSWERS

Please upload your resume/CV in PDF.

[CORALMORPHOLOGICRESUMEextensivehyperlinked.pdf \(download\)](#)

PAYMENTS

Transactions ID# 335721 (1) \$0.00 City of Pompano Beach using a Visa or Mastercard

COMMUNICATION

Emails

ART

Category

Statement Coral Morphologic exists as a hybrid art-science experiment comprised by marine biologist Colin Foord and musician Jared McKay. Together they present coral reef organisms as inspiring and archetypal life-forms through multi-media and site-specific artworks. Coral Morphologic finds itself firmly rooted in the present time and place of South Florida: a region built primarily from limestone recycled from thousands of years of local reef-building, and home to a diverse cultural community that mirrors its colorful aquatic ecosystems.

Coral Morphologic proposes to build upon the success of 'Coral Reef City' at PortMiami, an Americans for the Arts award-winning public art installation for 2014, commissioned by Miami-Dade County Arts in Public Places. 'Coral Reef City' featured 18 toll booths vinyl-wrapped with soft corals native to Miami.

Pompano Beach's utility boxes are ideal for a similar vinyl-wrapping with colorful photographs of the corals that are native to the area.



'Coral Reef City'
 Photographic
 Vinyl wrapped
 Parking Booth
 9' x 8' x 4.5'
 \$7500.00



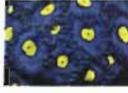
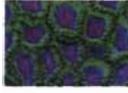
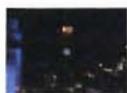
'Coral Reef City'
 Photographic
 vinyl wrapped
 parking booths
 9' x 8' x 4.5'
 \$7500.00



'Coral Reef City'
 Photographic
 vinyl wrapped
 Parking
 Booths
 9' x 8' x 4.5'
 \$7500.00



**Flower
 Animal - 1**
 Photograph
 90' x 120' x
 0"
 \$750.00

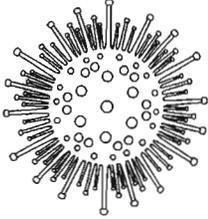
 <p>Flower Animal - 2 Photograph 90" x 120" x 0" \$750.00</p>	 <p>Flower Animal - 3 Photograph 90" x 120" x 0" \$750.00</p>	 <p>'Flower Animals' Fluorescence Photography 4' x 56' x 0" \$33600.00</p>	 <p>Zoanthus (Miami Vice) Film Projection/ 'Living Screensaver' 50' x 28' x 0" \$2000.00</p>
 <p>Aquacultural Transformation of Hilmi Video Wall 11.25' x 20' x 0" \$25000.00</p>	 <p>Future History @ New World Symphony Film Projection 70' x 100' x 0" \$5000.00</p>	 <p>'Cassiopeia' as part of 'Artificial Reef' Film Projection 25' x 25' x 0" \$40000.00</p>	 <p>'Helios' as part of Artificial Reef Film Projection Loop 20' x 20' x 0" \$40000.00</p>
 <p>'Zoanthus' as part of the Media Mesh Project LED Screen 22.5' x 40' x 0" \$0.00</p>	 <p>'Circumtropical' Video 12' x 8' x 0" \$10000.00</p>		

Create tag: (limit 12 characters) Save

Change status to:

BROWSER DATA: 131367; MOZILLA/5.0 (MACINTOSH; INTEL MAC OS X 10_6_8) APPLEWEBKIT/537.36 (KHTML, LIKE GECKO) CHROME/42.0.2311.135 SAFARI/537.36

Curriculum Vitae



Coral Morphologic
Colin Foord & Jared McKay
www.coralmorphologic.com
coralmorphologic@gmail.com

835 NW 7th St.
Miami, Florida USA
33136
1-(305)-432-1549

Public Installations:

2014

[Flower Animals](#) - Exhibition of 12 large acrylic-mounted metallic photographic prints at MIA Galleries in Miami International Airport - Miami, Florida.

[Coral Reef City](#) - 18 parking booths wrapped with Coral Morphologic coral textures in collaboration with Bhakti Baxter for Miami-Dade Arts in Public Places - PortMiami - Miami, Florida.

2012-2013

[Aquacultural Transformation](#) - Time-lapse coral films at the Southeast Financial Center lobby video wall - Miami, Florida.

2012

[FutureHistory](#) - Large-scale public video projection program at the New World Center SoundScape Park as the opening event of the Borscht Film Festival 8. Commissioned by Borscht Corp. New World Center - Miami Beach, Florida. Funded by a Knight Foundation Grant.

2011

[Underwater Worlds](#) - Large-scale public video projection project. City Center - Cairns, Australia.

2010

[Artificial Reef](#) - Large-scale public video projection project - Wolfsonian Museum, 407 Building, Art Deco Welcome Center - Commissioned by the Knight Foundation - Miami Beach, Florida.

2009

[Reel 2009](#) - A series of short aquatic videos projected onto the outdoor screen of the American Airlines Arena as part of the *Media Mesh Project* curated by George Sanchez-Calderon - Miami, Florida.

[Magic City](#) - Overhead projector installation with fluorescent polycarbonate rods and *Cassiopeia* jellyfish - Miami, Florida.

Solo Gallery Exhibitions:

2014

[Coral Therapy](#) - A conceptual room commissioned for the inaugural Design Curio/ program featuring an Oculus Rift Virtual Reality experience - Design Miami/ - Miami Beach, Florida.

2010

[Flower Animal](#) - Exhibition of fluorescence photographs of *Zoanthus sp.* - Biscayne Science Center Art Gallery - Key Biscayne, Florida.

Group Exhibitions:

2015

Cosmic Diptych - Acrylic mounted photographs - '[The Secret Life of Plants](#)' group show - Clyde Butcher Gallery - Coconut Grove, Florida.

2013

[Tombstone \(prototype\)](#) - Concrete, keystone, video projector - A/V Show at Swampspace Gallery - Miami, Florida.

[Version Key #2](#) - Toilet mangrove sculpture premiering world's first music video recorded via Google Glass - Collabo Show 2013 curated by Bhakti Baxter - Miami, Florida.

[A Key to the City](#) - Calcium carbonate, Keystone, mirror, brass, steel, thermoset polymer, polyvinylidene chloride - 15 x 9 ¼ x 4" - Locust Projects Smash and Grab - Miami, Florida.

2012

[As Above. So Below](#) - Video art show with Justin Long, Akihiro Shiroza, and Coral

Morphologic. Curated by Coral Morphologic - Southeast Financial Center video wall - Miami, Florida.

2009

[Mogul](#) - Broken Glass, hermit crabs, aquarium, video projector - Borscht Film Festival 6 - Miami, Florida.

[Version Key](#) - Miami Independent Thinkers art fair. Miami, Florida.

[Solar Power](#) - Live aquarium installation and video projection at the *Collabo Show 2009*. Curated by Bhakti Baxter and Jason Hedges - Miami, Florida.

2008

[Flower Power](#) - The Visionary Art of Alex Grey - Moksha Gallery. Miami, Florida.

Videography:

2015

[Coral City](#) - 40 minute documentary on Coral Morphologic produced by VICE/Creator's Project.

Tropical Atlantic - BBC Natural History documentary - Fluorescent coral footage and behind the scenes profile of Coral Morphologic's Miami Coral Rescue Mission (releases 7/2015).

2014

Circumtropical - Commissioned by the Borscht Film Festival - Miami, Florida.

[Fungia Food](#) - Featured on Cartoon Network's Adult Swim show 'Off the Air'

2013

[Spectre in Wire](#) - World's first music video recorded with Google Glass

[The Coral Reef are Dreaming Again](#) - Directed by Lucas Leyva - Premiered at Slamdance Film Festival, Park City, Utah.

2012

Into the Cosmic Flower Garden - Commissioned by Borscht Corp. and screened as part of the *FutureHistory* program during Borscht Film Festival 8 - New World Center SoundScape Park - Miami Beach, Florida.

[Natural History Redux](#) - 23 short videos with original soundtracks, documenting the

minute invertebrate life of Florida's coral reefs. Remixed and remastered in 2012.
Commissioned by Borscht Corp and screened as part of the *FutureHistory* program during Borscht Film Festival 8 - New World Center SoundScape Park - Miami Beach, Florida.

[Coral: Rekindling Venus](#) - Underwater video contributor (fluorescence footage) to digital full dome motion picture directed by artist Lynette Wallworth. Screened worldwide, notable planetariums including Hayden Planetarium - New York City, New York and the Royal Observatory - London, United Kingdom. Official selection, Sundance Film Festival 2013.

2011

[Man O War](#) - Part of the *Natural History* video series - Commissioned for Borscht Film Festival 7 by Borscht Corp. - Soundtrack by Geologist of Animal Collective. Screened at the Borscht Film Festival 7 - Miami, Florida and All Tomorrow's Parties Festival - Minehead, United Kingdom.

[Oyster Vision](#) - Part of the *Natural History* video series - Commissioned for Borscht Film Festival 7 by Borscht Corp. - Screened at the Borscht Film Festival 7 - Miami, Florida and All Tomorrow's Parties Festival, Minehead, United Kingdom. Also included in the Adult Swim television show *Off The Air*.

The Get Out - Commissioned for Borscht Film Festival 7 by Borscht Corp. - Screened at the Borscht Film Festival 7 - Miami, Florida. A collaboration with director Lucas Leyva, band ANR, and choreographer Rosie Herrera.

[Dead Gulf](#) - Music video for ANR (10K Islands)

2010

[Hang Four](#) - Music video for Walls (Kompakt Records)

Collaborations:

2015

[Coral Morphologic TV](#) - Red Bull Guest House at the Sagamore Hotel, Miami Beach, Florida.

2013

[MIA Skate](#) - Three Coral Morphologic skateboard decks with 'Urban Coral Skate' video by MIA Skate Shop

2012

[O. Miami](#) - Spoken Word Poetry 7" vinyl record by Discosoma Records with O, Miami Poetry Festival

Scientific Papers:

2012

["Species Diversity of Shallow Water Zoanthids \(Cnidaria: Anthozoa: Hexacorallia\) in Florida" - Journal of Marine Biology](#)

Lectures:

2014

University of Miami - [Miami Coral Rescue Mission](#) - Miami, Florida.

2013

Pratt Institute - [The Psychedelic World of Coral Morphologic](#) - New York City, New York.

Marine Aquarium Conference of North America (MACNA) - *The Urban Corals of Miami* - Hollywood, Florida.

2011

[TEDx Miami - A Hybrid Future - The Corals Of Miami](#) - New World Symphony Hall - Miami, Florida.

2009

Recif France - *Caribbean Corallimorphs* - Strasbourg, France.

Awards & Nominations:

2014

Americans for the Arts - 'Coral Reef City' - *Public Art 2014 Year in Review*

2012

United States Artists Fellowship - Finalist

Press:

2014

[VICE Magazine \(Cover story\)](#)

[New Yorker](#)

[New York Times](#)

[CBS This Morning \(Live feature\)](#)

[Miami Herald](#)
[NPR 'All Things Considered'](#)
[NPR 'Science Friday'](#)
[Reuters](#)
[CBC 'As it Happens'](#)
[Miami New Times](#)
[Grist](#)

2013

Dazed & Confused
Filmmaker Magazine
[Miami Magazine](#) (UM Alumni magazine Cover Story)

2012

Scientific American
The Guardian
Pitchfork
New Scientist
[Ocean Drive](#) (Print)
Horizons - Royal Caribbean Cruise Lines
FilmThreat
Hammer To Nail
Huffington Post
[Miami Herald](#) (Print)

2011

[Miami New Times](#) - People Issue
Vice Magazine
Miami Herald

2010

[Nylon Magazine](#)
Florida International Magazine
Complex Magazine
NPR
Boing Boing
Miami New Times

2009

[ArtStreet WLRN PBS](#) (Television)
[Artlurker](#)

Education:

Colin is a 2004 graduate of the University of Miami with a dual degree in Marine Science and Biology and a minor in Chemistry. He graduated with Honors. He has also studied aquaculture at James Cook University in Townsville, Australia.

Jared is a 2004 graduate of Colby-Sawyer College in New London, NH with an A.A. He is a composer, musician, and designer.

FINALIST ARTISTS

Finalists will only be asked to design boxes if selected artists are not available or cannot comply with design terms

EXAMPLES OF PAST EXPERIENCE

Actual utility wrap design will be proposed by selected artists as project progresses

Andrew Royston

- Alternate Artist -



CaFÉ Event Artist Citation

Pompano Beach Utility Box Wraps Artist Citation

Andrew Royston

CONTACT

Contact via Home Phone

Email aroyston@broward.org

Phone 954 3575587

Cell 954 3575587

Web Site

Mailing Broward Cultural Division
100 S. Andrews Ave., 6th Floor
Fort Lauderdale FL (Florida) USA
33301-

EVENT SPECIFIC DATA

Status Received

Booth # 0

Wait List # 0

CUSTOM ANSWERS

Please upload your resume/CV in PDF.

[AndyRoystonCV-Art3.pdf \(download\)](#)

PAYMENTS

Transactions ID# 336651 (1) \$0.00 City of Pompano Beach using a Visa or Mastercard

COMMUNICATION

Emails

ART

Category

Statement The Ft. Lauderdale Sun iPhone art project started out as a quiet walk along Fort Lauderdale beach. All images are created and edited on the beach at the time the image was shot. I like the iPhone because it is light, robust and can I can edit the image right there on the beach and upload. It is now an important part of my day to see just what a new dawn has in store. I love artists like Constable and Turner who could see the beauty in a cloudscape, so a walk along the beach feels like experiencing a great work of art every day. It is so beautifully quiet early on. The cloudscape seem vast and full of life. That's why I like cloudy days because this is when unexpected light effects can happen. That's when the dawn can take your breath away. The leitmotif throughout my photography and art is the dramatic interplay between ocean and sky. The dawn, over cooler and clearer air, throws dramatic shapes and shadows. I'm aiming to create art that captures the essence of a tropical ocean dawn.



Paddlesplash
Digital Art /
Photography /
iPhoneography
11" x 11" x 0"
\$350.00



Walk of Life
Digital Art /
Photography /
iPhoneography
20" x 28" x 0"
\$350.00



**Five Palms -
Deep Orange**
Digital Art /
Photography /
iPhoneography
24" x 18" x 0"
\$500.00



**Big E's Big
Dawning**
Digital Art /
Photography /
iPhoneography
11" x 11" x 0"
\$350.00

Seagull Color
Digital Art /
Photography /

**One Floridian
Sunday**
Digital Art /

**At The Edge
of the Dune
Grass**

Lifesaver
Digital Art /
Photography /

iPhoneography
20" x 28" x 0"
\$350.00

Photography /
iPhoneography
22" x 38" x 0"
\$450.00

Digital Art /
Photography /
iPhoneography
27" x 58" x 0"
\$400.00

iPhoneography
20" x 30" x 0"
\$350.00



*Hanging
Around. (You
Know, Just In
Case)*
Photography
36" x 48" x 0"
\$420.00



Create tag: (limit 12 characters) Save

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BROWSER DATA: 201223: MOZILLA/5.0 (MACINTOSH; INTEL MAC OS X 10_10_3) APPLEWEBKIT/600.5.17 (KHTML, LIKE GECKO) VERSION/8.0.5
SAFARI/600.5.17

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QUESTIONS? cafe@westaf.org | Powered by WESTAF



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ANDY ROYSTON / CV

Experience

2011 - Present: Partner - Tropical Sun Design, FL

Company devoted to graphic design, branding, online and offline marketing and social media. The company writes edit and publishes fine art photography, prints, books and publications.

- Tutor MoAFL Academy, running evening classes and workshops on Mobile Photography.
- Photographer, FtLauderdaleSun. A daily social media mobile photography project

2000-2011 : Creative Director - Tangled Spider Design Group, FL

Responsible for the entire creative output of Fort Lauderdale based TSDG, overseeing creative team and all creative processes; Work encompassed branding, marketing and advertising in the fields of sports, entertainment, museums and galleries, restaurants, food and manufacturing to name a few. Everything that has left TSDG over the last ten years has passed through my desk. I have designed and built many hundreds of websites, utilizing flash, html and Wordpress. I have produced advertising, packaging, brochures, books, banners, social media campaigns for every kind of industry.

Prior Experience

Graphic Designer / Art Director
BBC Television News and Current Affairs, Graphic Design

BBC

Responsible for the design and art direction of the BBC's main news bulletins. Implementation and coordination of the branding of the corporations national news output.

Areas of TV Expertise

Considered one of the most experienced graphic designers working on live television using Quantel's Hal graphics systems. The branding of BBC Children's National News programming has won me national and international awards. Newsround broadcasts live every day and has a range of documentary and specialist strands.

Facade Studios

Co-founder of Facade Studios and Executive Director of Facade print design consultancy, specializing in three main areas - Magazines, Corporate Identity, and the Music Business.



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Qualifications

Wombwell High School, Barnsley, South Yorkshire, England

- 8 O'Level Passes, 1 CEE pass

Barnsley School of Art, South Yorkshire, England

- Foundation Course, A-Level Art

Manchester University, Faculty of Art and Design, Manchester, England

- BA (Hons) Graphic Design / Advertising
- Commendation in Art History
- Sabbatical Year as Social Secretary of Student Union

Chelsea School of Art, London SW1, England

- A Level History of Art

University of London, Birk Beck College, England

- BA History of Art

National / International Awards

RTS (Royal Television Society) Graphic Design Award - London Park Lane Hilton

BDA (Broadcast Designers Awards) Gold Award for News Graphic Design - Chicago

Websites

Confidential portfolio site

<http://www.tropicalsundesign.com/andyroyston>

<http://www.tropicalsundesign.com>

<http://www.ftlauderdalesun.com>

i FOR NATURE

iPhoneography and art

ANDY ROYSTON



The FtLauderdaleSun iPhone art project started out as a quiet walk along Fort Lauderdale beach. Now I can't stop taking photos of the dawns here. I love the natural and ecological aspect of our shoreline. It's amazing what the beach is like before the people arrive.

All images are created with an iPhone4. I like the iPhone because it is light (I don't like to carry much when working, especially when its hot and humid), robust (I've destroyed four name brand digital cameras over the three years of the FtLauderdaleSun project) and can I can edit the image right there on the beach and upload.

It is now an important part of my day to see just what a new dawn has in store. I love artists like Constable and Turner who could see the beauty in a cloudscape, so a walk along the beach feels like experiencing a great work of art every day.

It is so beautifully quiet early on. The cloudscape seem vast and full of life. That's why I like cloudy days because this is when unexpected light effects can happen. That's when the dawn can take your breath away.

The leitmotif throughout my photography and art is the dramatic interplay between ocean and sky. The dawn, over cooler and clearer air, throws dramatic shapes and shadows. I'm aiming to create art that captures the essence of a tropical ocean dawn.

Andy Royston is an artist , photographer and designer with over thirty years experience in Europe and the U.S.A.

He moved to Fort Lauderdale, Florida in 2000 after ten successful years at BBC News in London, where he achieved the highest national and international awards in the television design field.

Prior to the BBC he ran a successful design company based in London which specialised in design an art direction for magazines, music and publishing companies and non-profit organizations. He also achieved fame in the music industry, creating iconic (and now collectible) record sleeves.

He is an honors graduate in advertising from Manchester Metropolitan University and has been resident in Fort Lauderdale since 2000.

2012 SHOWS

"World iPhoneography Art Movement"

CANTIERE Art Restaurant and Gallery, Vomero, Naples IT

One piece

"Love The One You're With"

Odapark Contemporary Art Center, Limburg NL

Four large pieces, backlit

"iPhoneography: Updated Visual Dialogs"

The Lunch Box Gallery, Miami

Two pieces

Mobile Photography Awards / San Francisco

Touring exhibition

Arthaus Gallery APRIL-JUNE 2012

SAN FRANCISCO FINE ART FAIR MAY 17-20, 2012

ORANGE COUNTY CENTER FOR CONTEMPORARY ART APRIL 7-28, 2012

Two pieces

"First Wave"

First solo show

Art4Vision Gallery, Las Olas Boulevard, Fort Lauderdale FL

April 12th - 19th 2012



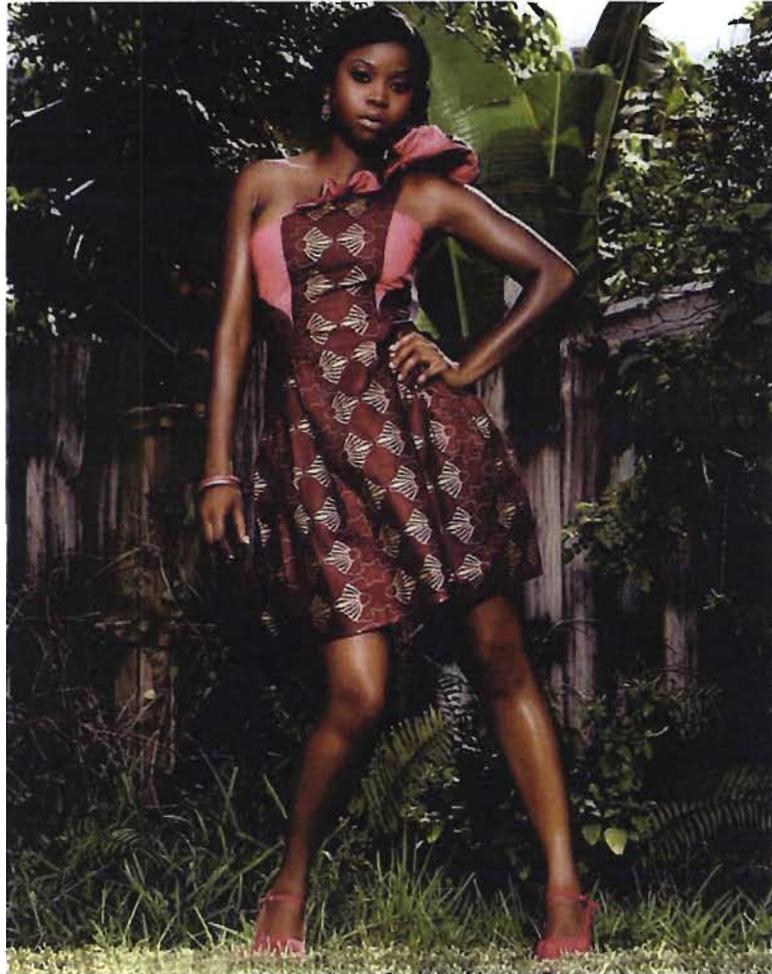
'Motherboard' shown at Odapark Contemporary Art Center, NL





Asanyah Davidson

- Alternate Artist -



CaFÉ Event Artist Citation

Pompano Beach Utility Box Wraps Artist Citation

Asanyah Davidson

CONTACT

Contact via Cell Phone

Email Asanyah.Circa24@gmail.com

Phone 954 7368414

Cell 954 7368414

Web Site

Mailing 10000 SW 16th Street
 Pembroke Pines FL (Florida) USA
 33025-

EVENT SPECIFIC DATA

Status Received

Booth # 0

Wait List # 0

CUSTOM ANSWERS

Please upload your resume/CV in PDF.

[Asanyah Davidson 052015.pdf \(download\)](#)

PAYMENTS

Transactions ID# 336595 (1) \$0.00 City of Pompano Beach using a Visa or Mastercard

COMMUNICATION

Emails

ART

Category

Statement Asanyah Davidson, a Jamaican born fashion designer who's grown up in South Florida, combines her love of textiles, bold colors and her Afro Caribbean culture to create a modern narrative. Both her designs and the images that capture them are meant to bring forth neoteric sentiments. African textiles and tropical foliage combine in a contemporary image that could be South Florida or Clarendon, Jamaica? Modern, tropical and always in flux, the work reflect all sides.



Neoteric 2
 Fashion
 Photography
 0" x 0" x 0"
 \$200.00



Neoteric 3
 Fashion
 Photography
 0" x 0" x 0"
 \$200.00



Neoteric 1
 Fashion
 Photography
 0" x 0" x 0"
 \$200.00



Neoteric 4
 Photography
 0" x 0" x 0"
 \$200.00

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EDUCATION

Central Saint Martins College of Art and Design

- *Masters of Art* (Design Studies) March 2005

London, England

Fashion Institute of Technology

- *Bachelor of Science* (International Trade/Marketing for Fashion Industries) May 2001
Focus: International and domestic marketing schemes.
- *Associate in Applied Science*, (Fashion Design) December 1999
Abroad studies 2nd year: *Instituto Politecnico Della Moda*
Focus: Art Specialization: design and collections.

New York City, NY

New York City, NY
Florence, Italy

Design and Architecture Senior High

- *Diploma* May 1997
Focus: Fashion Design

Miami, FL

AFFILIATIONS

Sailboat Bend Artist Lofts/ 1310 Gallery

Resident Artist 2012 to 2014

Diaspora Vibe (Gallery) Cultural Arts Incubator

Board Member 2013 to present <http://www.dvcai.org/>

South Florida's 40 Under 40

2012 July, Miami Herald's South Florida's 40 Under 40

The Fairchild Challenge, Fairchild Botanical Gardens

Judge 2010-2012

EXPERIENCE

Joyce Ababio College of Creative Design, Accra, Ghana

Fashion Instructor, Fashion Design Degree Department

Feb 2014- Present

- Instructing students in Flat Pattern Drafting and Draping for Fashion.
- Assist in the development of an accredited Fashion Degree program.

OSC College of Fashion, Lagos, Nigeria

Fashion Instructor, Foundation Courses

Sept 2014- Dec 2014

- Instructed students in croquis development, color theory and introduction to textiles.
- Foster an understanding of the importance of industry standard technical drawings and tech-packs.
- Development of collections and pricing strategies based on customer profile.
- Introduced students to the basic skirt block, bodice block and pant block.
- Demonstrated the correct finishes for garments based on retail price points.

BBC International, Boca Raton, Florida

Shoe Designer, Latin American Division

Jan 2013- Aug 2014

- Responsible for developing and building seasonal licensed shoes in Adobe Illustrator.
- Licenses include: Hello Kitty, Disney Princess, Disney Fairies, Minnie Mouse, Winnie the Pooh...etc.
- Managed day-to-day pre-production follow up with Asia on various licensed properties.
- Developed product offerings for Latin America including athletics, canvas, mary-janes...etc

Circa24.com, Ft. Lauderdale, Florida

Designer

Jan 2009- Present

- Effectively understand, communicate and execute designs based on clients needs.
- Work in both Photoshop and Illustrator to design logos and various printed and web documents.
- Produce sample and custom pieces for clients from sketch to final garment.
- 2011 Appeared on NBC 6 T.V. show "South Florida Today" May 6th showcasing swimwear collection
- 2011 Featured in online publication South Florida Caribbean News.
- 2011 May 20th Circa24 Fashion Show at Tempo Lounge, Hollywood Florida.
- 2012 Feb Exhibited work in the "Love Thy Neighbor" Show at the 1310 Gallery
- 2012 April Exhibited and co-curated "Rites of Spring" Show at the 1310 Gallery

- 2012 May 19th Fashion Show at the Opening of ReVison, 1310 Gallery
- 2012 June 23rd Costume Design for “Crossing the Line” Exhibition.
- 2012 July 9th Paver mural “1310 Beautification” project. Size 8ft X 14ft panel.
- 2012 July, Miami Herald’s South Florida’s 40 Under 40
- 2012 July South Florida Times newspaper coverage
- 2013 June 15th to July 13th curated “GIFTED” Show at the 1310 Gallery

Broward College, Weston Campus, Pembroke Pines, Florida

Jan 2009- Nov. 2013

Continuing Education Instructor, Fashion Design

- Allowing students to experience an 8 wk accelerated course in the art and business of Fashion Design.
- Encouraging mature adults in croquis development and scale.
- Providing basic guide to the use of color and proportions when choosing fabric and silhouettes.
- Introducing pattern development skills through the use of domestic patterns.

Ai Miami International University of Art and Design, Miami, Florida

July 2007- Jan 2013

Adjunct Professor, Fashion Design and Accessory Design Dept.

- Teaching Adobe Illustrator and Photoshop basic design techniques to Accessory Design students.
- Providing in-depth instruction in Buying I for both Fashion and Accessory Design Majors.
- Clarifying the relationship between basic buying components such as Sale, Receipts, Stock, Margin, etc.
- Developing skills in analyzing business performance through trend and ratio measures.
- Facilitating students understanding of forecasting by means of indirect and direct influences of retail.

Anatomie, Miami, Florida

Jan 2010- June 2010

Freelance Consultant

- Focused collection and created the department store delivery plan.
- Generated over \$500k in retail business with Bloomingdales.
- Created and communicate Sales Rep sales goals.
- Organized production schedule base on cash flow.

Macy’s Florida Division, Downtown Miami, Florida

June 2005- May 2008

Assistant Buyer

- Promoted to Young Men’s Collection: supported a 25mil/yr business. Responsible for trend “boutique” brands and prospective new brands.
- Increased Hugo Boss Sales 10% and managed Kenneth Cole Gross Margin to a .54 pts increase to plan for Fiscal Spring 2007. Managed Girls 2-6x Dress and Girls 2-16 Furnishings business for Fiscal 2006
- Interpreted selling data in order to forecast future and in season business.
- Planned in-store events as well as advertising layouts for Newspapers/Direct mail and special events.

My Generation LLC, New York City, New York

May 2002-Dec 2003

Associate Production Manager

- Managed overseas and domestic production of sterling silver, costume and body jewelry.
- Communicated with over 30 foreign producers.
- Utilized knowledge of Photoshop to spec desired changes and/or source new styles with vendors.
- Conferred with customer and sales department to guarantee customer satisfaction with product.

Wendy Mink Jewelry, West Village, New York

May 2001-May 2002

Assistant Manager

- Managed production of high-end jewelry for customers such as Barney’s and Nordstrom.
- Supervised international and domestic shipping to customers and coordinated promotional projects for various magazines and catalogs.
- Merchandised and priced the retail division as well as organized seasonal sample sales.

Napier Jewelry at Lord and Taylor’s 5th Ave, New York

Aug 2000-Dec 2000

Freelance Merchandiser

- Designed and coordinated jewelry displays.
- Increased sales through customer correspondence and replenished inventory on best selling styles.

COMPUTER SKILLS

Microsoft Office Suite: Excel, Word, and PowerPoint. Adobe Photoshop and Certified in Adobe Illustrator, I am comfortable on both MACs and PCs.

Sharon Hart

- Alternate Artist -



LOGOUT EVENTS JURY REPORTS TICKET HELP

Communication Management Jurors Coupons

CaFÉ Event Artist Citation

Pompano Beach Utility Box Wraps Artist Citation

Sharon Hart

CONTACT

Contact via Home Phone

Email sharonleehart@gmail.com

Phone 919 923-1338

Cell

Web Site <http://sharonleehart.com>

Mailing 6704 Old farm Trl
Boynton Beach FL () USA
33437-

EVENT SPECIFIC DATA

Status Received

Booth # 0

Wait List # 0

CUSTOM ANSWERS

Please upload your resume/CV in PDF.

[Sharon Lee Hart_CV.pdf \(download\)](#)

PAYMENTS

Transactions ID# 336600 (1) \$0.00 City of Pompano Beach using a Visa or Mastercard

COMMUNICATION

Emails

ART

Category

Statement I am a fine art photographer and professor at Florida Atlantic University. I have been engaged with photography and making mixed media works for over twenty years. My long-term projects include "Sanctuary: Portraits of Rescued Farm Animals" in which I visited and made portraits of the animal residents of sanctuaries that provide lifelong care for abused and neglected farmed animals. My most recent work, "According the Night Sky" explores the sea in mythology, astronomy and alchemy. I am most interested in creating photo-based work for the following locations: Creative Arts District, Atlantic Ocean Beach Loop and Old Pompano. If selected, I would visit the location and create something site specific inspired by the area.



Aries,
*Resident of
Catskill Farm
Animal
Sanctuary*
Archival Inkjet
print
40" x 40" x 0"
\$1500.00



Duncan,
*Resident of
Safe Haven
Sanctuary*
Archival Inkjet
print
30" x 30" x 0"
\$1000.00



Kaola,
*Resident of
United
Poultry
Concerns*
Archival Inkjet
print
40" x 40" x 0"
\$1500.00



Dee Dee,
*Resident of
Star Gazing
Farm*
Archival Inkjet
print
40" x 40" x 0"
\$1500.00

Thomas,
*Resident of
Kindred
Spirits*

Aincho,
*Resident of
Kindred
Spirits*

A Perfect Day
Archival Inkjet
Photograph
16" x 16" x 0"

**According to
the Night Sky**
Archival Inkjet
Photograph

Sanctuary
Archival Inkjet
print
16" x 16" x 0"
\$475.00

Sanctuary
Archival Inkjet
print
40" x 40" x 0"
\$1500.00

\$475.00

16" x 16" x 0"
\$475.00



Now and Here
Archival Inkjet
Photograph
16" x 16" x 0"
\$575.00



Dyad
Archival Inkjet
Photograph
16" x 16" x 0"
\$575.00



Triad
Archival Inkjet
Photograph
16" x 16" x 0"
\$575.00



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Sharon Lee Hart

6704 Old Farm Trl Boynton Beach, FL 33437
sharonleehart@gmail.com 919-923-1338 sharonleehart.com

Education

2007 MFA University of North Carolina at Chapel Hill
2004 BFA Maine College of Art (with honors)
Areas of Specialization: Photography, Mixed Media

Teaching Experience

2013-Present Assistant Professor of Art, Florida Atlantic University,
2011-2013 Lecturer, University of Kentucky
2008-2011 Adjunct Faculty, Watkins College of Art, Design & Film
2008-2011 Adjunct Faculty, Lipscomb University
2007-2008 Adjunct Faculty, Wake Forest University
2008 Instructor, The Center for Documentary Studies at Duke University
2007 Visiting Lecturer, The University of North Carolina at Chapel Hill
2006-2007 Instructor, The University of North Carolina at Chapel Hill

Awards/Honors

2015 Artist Residency, Art and Art History Museum, Maitland, FL
Awarded Overall Competition Winner, International Photography Competition, The Florida Museum of Photographic Arts, Tampa, FL

2014 Gold Award and Silver Award, San Francisco International Photography Exhibition, selected by Paula Tognarelli, Executive Director and Curator, Griffin Museum of Photography
Photolucida Critical Mass Finalist
Joyce Elaine Grant Solo Show Award, selected by April Watson Curator of The Nelson-Atkins Museum of Art
College Advisory Board Faculty Research Award, Florida Atlantic University

2012 Presidential Scholarship, Anderson Ranch, Snowmass, CO
PhotoPhilanthropy Activist Award, Second Prize, Professional Category
Picture Black Friday, Second Place

2011 Arts in the Airport Grant, The Tennessee Arts Commission

2010 Professional Development Support Grant, The Tennessee Arts Commission
Review Santa Fe, Center, Selected by David Bram, Katherine Ware, and Denise Wolff

2009 Artist Residency and Scholarship, Ox-Bow, Saugatuck, MI

2008 The Carter Foundation Scholarship, Maine Media Workshops, Rockport Maine

2007 Graduate Teaching Fellowship, University of North Carolina at Chapel Hill
Travel Award, University of North Carolina at Chapel Hill
Opportunity Fund Award, The Graduate School at the University of North Carolina

2006 Graduate Teaching Fellowship, University of North Carolina at Chapel Hill

2004 MECA Talent Scholarship Award, Maine College of Art, Portland, Maine
Irving B. Ellis and Judy Ellis Glickman Scholarship Award, Maine College of Art

2001 Artist Residency, The Vermont Studio Center, Johnson, VT

Exhibitions (* solo shows)

- 2016** *According to the Sky, Texas Woman's University School of Art, Denton Texas
*According to the Sky, Art and Art History Museum, Maitland, FL
- 2015** *International Photography Exhibition*, Florida Museum of Photographic Arts, Tampa, FL
Joyce Elaine Grant Annual Juried Exhibition, juried by April Watson Curator of Photography, The Nelson-Atkins Museum of Art, Texas Woman's University, Denton, Tx
Florida Contemporary, The Baker Museum, Naples, FL
New Faculty Exhibition, Schmidt Center Gallery, Florida Atlantic University, FL
- 2014** *San Francisco International Photography Exhibition*, juried by Paula Tognarelli, Executive Director and Curator, Griffin Museum of Photograph, Studio 17 Gallery, CA
The 29th Tallahassee International Exhibition, juried by FSU Professors Carrie Ann Baade and John Mann, FSU Museum of Fine Arts, Tallahassee FL
63rd Annual All Florida Juried Competition and Exhibition, juried by Trong Gia Nguyen, Boca Museum of Art, Boca Raton, FL
Of Memory, Bone and Myth, juried by Maggie Taylor, The Rourke Art Museum, Moorhead, MN
33rd Annual Juried Photography, juried by Jennifer Schlesinger Hanson, director of Verve Gallery of Photography, Mills Pond House Gallery, Saint James, NY
*Sanctuary, VAM Art Gallery, South Texas College, McAllen, TX
Sky: A National Juried Exhibition, juried by DeWitt Cheng, critic and Elizabeth Ferrer, Director of Contemporary Art, BRIC Arts, Brooklyn, Bedford Gallery, Walnut Creek, CA
*Sanctuary, Forward Thinking Museum (virtual), curated by Peter Fahrni, Director of the Forward Thinking Museum
Uncooped, National Museum of Animals & Society, Los Angeles, CA
- 2013** *Biennial Faculty Exhibition*, Schmidt Center Gallery and Ritter Art Gallery, FAU, FI
Photography at the Edge, Juried by Tricia Hoffman, Newspace Executive Director, Newspace Center for Photography, Portland, Oregon
Alumni Exhibition: Sharon Lee Hart and Ashley Oates, Allcott Gallery, University of North Carolina at Chapel Hill, Chapel Hill, NC
- 2012** *Salon 2012*, Castell Photography Gallery, Asheville, NC
*Sanctuary, The Charles C. Thomas Gallery at Maine College of Art, Portland, ME
Portfolio-Selections from the Art Advisory, Joan Hisouka Gallery, Washington, DC
Photography Invitational (3-person), McGrath Gallery, Bellarmine University, KY
Mettle-UK Art Faculty Exhibition, curated by Lisa Dent, Associate Curator of Contemporary Art at The Columbus Museum of Art, The Art Museum at The University of Kentucky, Lexington, KY
KY.7 Biennial, Juried by Chuck Swanson, LAL, Lexington, KY
Paducah Photo, Juried by Ellen Simak, Chief Curator at the Hunter Museum of American Art, Paducah, KY
Vignettes (Sharon Lee Hart, Dan Estabrook, and Stacey Page), Castell Photography Gallery, Asheville, NC
The Billboard Art Project, curated by Derek Cote, Public Art Installation, Utica, MI
14th Annual National Juried Art Exhibition, juried, Baker Arts Center, Liberal, KS
Body Figure Nude, juried, Lexington Art League, Lexington, KY
Faculty Exhibition, Tuska Center for Contemporary Art, Lexington, KY
*Sanctuary-Flying Solo Series, juried, Solo exhibition, Nashville International Airport

- 2011** *The Billboard Art Project*, Public Art Installation, Chicago, IL
Call and Response (juried), Koehnline Museum of Art, Des Plaines, IL
48th Annual Juried Competition, juried by Alison de Lima Greene, Curator of Contemporary Art & Special Projects at the Museum of Fine Arts, Houston, Masur Museum, Monroe, LA
100 Years of Women Rockin' the World, invitational exhibition, Artrage Gallery, Syracuse, NY
- 2010** **Sanctuary*, Solo exhibition, Tinney Contemporary, Nashville, TN
Deviations, 3 Person Exhibition, Brownlee O. Currey, Jr. Gallery, Nashville, TN
Portfolio Showcase Volume 4, juried by Katherine Ware, Curator of Photography New Mexico Museum of Art, online exhibition at The Center For Fine Art Photography
Winter Walls, Tinney Contemporary, Nashville, TN
- 2009** *Crossroads*, MOCA GA, Atlanta, GA
What's Going On Up There? Faculty Exhibition, Brownlee O. Currey, Jr. Gallery at Watkins College of Art, Design & Film, Nashville, TN
A Million Little Pictures, Art House Gallery, Atlanta, GA
Stop, Look, Listen-New Works by Sharon Hart & Jason Lascu, Tinney Contemporary, Nashville, TN
Be a Doll, Estel Gallery, Nashville, TN
- 2008** *"Why is a raven like a writing desk?"* Flanders Art Gallery at 311, Raleigh, NC
Hootenanny Faculty Exhibition, Brownlee O. Currey, Jr. Gallery, Nashville, TN
Faculty Exhibition, Lipscomb University Art Department, Nashville, TN
WCA National Juried Exhibition, juried by Maura Reilly, Curator of the Elizabeth A. Sackler Center for Feminist Art at the Brooklyn Museum, Arlington Museum of Art, Arlington, Texas
She Said, New Works (4 person group show), Durham Arts Place Gallery, Durham, NC
- 2007** *Fine Arts Faculty Invitational Exhibition*, Sponsored by the Winston Salem Arts Council, The Sawtooth Center for Visual Art, Winston Salem, NC
Reveal (2 person exhibition), Flanders Art Gallery at 311, Raleigh, NC
Featured Artist, Flanders Art Gallery, Raleigh, NC
Galeria Galou Exhibition, ARWI, International Art Fair, San Juan, Puerto Rico
Instructor Exhibit, The Arts Center, Carrboro, NC
The 13th Annual International Women's Exhibition, juried by Carrie Springer Assistant Curator-Department of Print and Special Collections - Whitney Museum, Soho20 Chelsea, NY, NY
New Currents in Contemporary Art-UNC Chapel Hill Master of Fine Arts Thesis Exhibition, Ackland Art Museum, Chapel Hill, NC
The Kinsey Institute's Juried Art Show, The Kinsey Institute Gallery, Bloomington, IN
49th International Award Exhibition, juried by Norman Bryson, San Diego Art Institute, Museum of the Living Artist, San Diego, CA
Krappy Kamera IX Exhibition, juried by Miles Barth, Curator of Photography at the International Center of Photography, Soho Photo, New York, New York

- 2006** *Photography Now*, juried by Henry Horenstein, South Shore Arts Center, MA
Recollect, Alcott Gallery, University of North Carolina at Chapel Hill
Oculomotor, Alcott Gallery, University of North Carolina at Chapel Hill
- 2005** *Smithsonian Magazine: Through Our Readers Eyes*, National Museum of American History, Washington, D.C.
In Focus: Photography Techniques and Trends, Target Gallery, Alexandria, VA
International Photography Exhibition, juried by Connie Imboden, Fraser Gallery, Bethesda, MD
Ellipse Photography Show, Ellipse Arts Center, Arlington, VA
Decisive Moments: A Tribute to Henri Cartier Bresson, Women in Photography International, Online

Bibliography

- Ellyn Kail, Feature Shoot, "Poignant Portraits and Stories of Farm Animals Who Have Been Rescued from Abusive Situations", February 20, 2015
- Jan Engoren, The Sun Sentinel, "Boynton artist selected for 63rd annual All Florida Exhibition", August 20, 2014
- Jordan G. Teicher, Slate Magazine, Behold, "Touching, Beautiful Portraits of Rescued Farm Animals", April 11, 2014
- Wendy George, Huffington Post, "These Are The Faces Of Animals That Almost Didn't Make It (Sanctuary: Portraits of Rescued Farm Animals)", January 25, 2014
- South x Southeast Photomagazine, Volume IV/Issue 3, November/December 2012, book review
- Jennifer Harlan, Staff Picks, "Photography Invitational", Leo Weekly, October 31, 2012
- South x Southeast Photomagazine, Volume V/ Issue 1, July/August 2012, Castell Gallery Vignettes Exhibition
- Joe Nolan, Critics Pick, "Sanctuary", Nashville Scene, Volume 29/Number 48, January 2011
- Michelle Jones, ", The Tennessean, "Rescued Farm Animals Steal Photographer's Heart, Imagination", December 19, 2010
- Carol Fitzgerald, managing editor of The Oxford American, "Animal Farm", Southern Girl Blog, December 2010
- Emily Bartlett Hines, Critics Pick, "Stop Look Listen", Nashville Scene, February 4, 2009
- Tom Patterson, "Show Instead of Tell", Winston Salem Journal, January 20, 2008
- Michele Natale, "Critics Picks-Art", News & Observer, May 11, 2007
- Michele Natale, "Critics Picks-Art-Flanders 311", News & Observer, November 2, 2007
- Jessey Taylor, "Dancers on display – Smithsonian display", York County Coast Star, September 1, 2005
- Louis Jacobson, "2005 International Photography Competition at Fraser Gallery", Washington City Paper, March 25, 2005

Selected Publications and Catalogs

MANIFEST: International Photography Annual Book (featured artist/juried), 2015
The Matter of Light, Diffusion Magazine- Unconventional Photography Annual, juried by Blue Mitchell, publisher and Katherine Ware, Curator of Photography at the New Mexico Museum of Art, 2014
Catalog for *The 29th Tallahassee International Exhibition*, juried by FSU Professors Carrie Ann Baade and John Mann, FSU Museum of Fine Arts, Tallahassee FL, 2014
2014 Catalog, *Uncooped*, Forward by Carol Adams, National Museum of Animals & Society, Los Angeles, CA
The HAND magazine (featured artist/juried), Issue 3, January 2014
Sanctuary: Portraits of Rescued Farm Animals by Sharon Lee Hart (monograph), Charta Art Books, Milan, Italy, 2012
Chickpea Magazine, Issue #5, Photo Essay, pages 68-73, Fall 2012
Adbusters, Calendar, 2012
Man as Object, Reversing the Gaze catalog, selected by juror Tanya Augsborg, Ph.D., November 2011
The Psychology of the Human-Animal Bond edited by Christopher Blazina, Güler Boyra, David Shen-Miller, 5 photography and project description, published July 2011
The Sun Magazine, Issue 424, April 2011
The Sun Magazine, Issue 419, November 2010
Portfolio Showcase Volume 4: The Center For Fine Art Photography Book (juried by Katherine Ware), May 2010
Cerise Press: A Journal of Literature, Arts, and Culture, Summer 2010
The Sun Magazine, Issue 408, December 2009
The Sun Magazine, Issue 366, June 2006
Washington City Paper, Inside Back Page, September 24, 2004
Best of College Photography Annual, 2004
Shots Magazine, Issue 83, March 2004
Pinhole Journal, Issue 3, Volume 18, January 2003

Lectures/Presentations/Workshops:

Photography Now: Teaching and Making, Southeastern College Art Conference, Sarasota, FL, 2014
Photography Image Transfer Workshop, Florida Atlantic University, 2014
Visiting Artist, South Texas College, McAllen, TX, 2014
Sanctuary, The Art Museum at The University of Kentucky, Lexington, KY, 2013
Sanctuary: Portraits of Rescued Farm Animals, Southern Festival of Books, Nashville, TN, 2012
Artist Talk, Lexington Art League (KY Biennial) Lexington, KY, 2012
Artist Talk, Lexington Art League (Body, Figure, Nude) Lexington, KY, 2012
Self-Publishing Your Photo Book, University of Kentucky, Lexington, KY, 2011
Sanctuary, Tinney Contemporary, Nashville, TN, 2010

Collections and Archives

Tennessee Arts Commission, Permanent Collection, Nashville, TN
Fine Arts Collection, Kinsey Institute, Indiana University, Bloomington, IN
National Museum of Women in the Arts-Archives on Women Artists
Works held in private collections in the United States, Canada, and Hong Kong.

Professional Service

2014-2015-Florida Atlantic University

Supervision/Maintenance of VA 116 of photo lab

Supervision/Maintenance of AH 206 of digital lab

\$25,000 Tech Fee Grant Awardee

Graduate Student Committee

DIS- Undergraduate

Portfolio Review Committee

Gallery Committee

Undergraduate (BFA, BA, Minor) Photography Program and Curriculum development

2013-2014-Florida Atlantic University

Oversight of \$60,000 Photography Area Renovation

Ceramics Search Committee

Updating/Supervision/Maintenance of photo lab

Updating/Supervision/Maintenance of digital lab

Graduate Student Committees

DIS- Graduate (2)

Portfolio Review Committee

Gallery Committee

2011-2012-The University of Kentucky

BA Exhibition Committee

BFA Review Committee

Photo Day Event Committee

Evaluator for the Arts & Creativity area assessment

Mentor for graduate student teaching assistant

Robert C. May lecture series committee

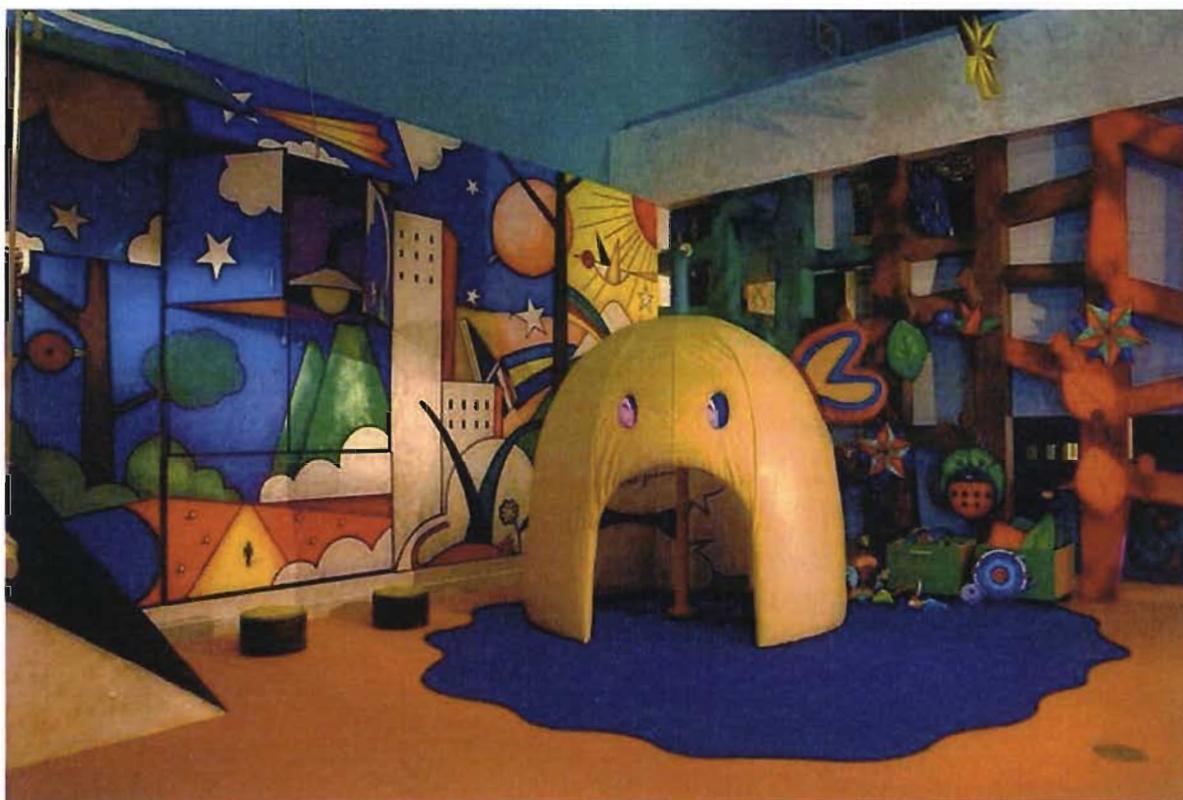
Individual critiques with graduate students

Artwork documentation workshops to undergraduates

Curriculum development for undergraduate courses-Introduction to Photographic Literacy and Professional Practices in Art Studio

Leonel Matheu

- Alternate Artist -



CaFÉ Event Artist Citation

Pompano Beach Utility Box Wraps Artist Citation

Leonel Matheu

CONTACT

Contact via Home Phone

Email leonelmatheu@att.net

Phone 305 389-1716

Cell 305 389-0357

Web Site <http://www.artslant.com/global/artists/show/90261-leonel-matheu>

Mailing 6423 Collins Ave
Apt. 1504
Miami Beach FL () USA
33141-

EVENT SPECIFIC DATA

Status Received

Booth # 0

Wait List # 0

CUSTOM ANSWERS

Please upload your resume/CV in PDF.

[Leonel Matheu-curriculum 2015.pdf \(download\)](#)

PAYMENTS

Transactions ID# 324604 (1) \$0.00 City of Pompano Beach using a Visa or Mastercard

COMMUNICATION

Emails

ART

Category

Statement My work focuses on an interactive experience by making sure that each of my creations stimulate and captivate the spectator's mind. My creation, through its graphics, stimulates the plural spectator, as it creates a motive of interpretation and different emotions. It's my greatest interest to provide my artwork for this project to effectively enhance, anchor and activate the proposed site based on the architectural, historical, geographical and social-cultural environment. My intentions with this project are also to establish an identity of civic design, considering the interaction between the community, visitors and the artwork.



PEDESTRIART
aluminum and ink on refractive material
24" x 24" x 0"
\$0.00



Pedestriart
refractive material
24" x 24" x 0"
\$0.00



Pedestriart Serie
aluminum and ink on refractive material
24" x 24" x 0"
\$0.00



Untitled
Photography
40" x 30" x 0"
\$0.00

"Untitled"
Mixed medium on hand made paper

The Base Paint Tent - Haiti Classroom

Mural 2
circular pannel
85" x 65" x 0"
\$14000.00

Mural 1
circular mural
67" x 67" x

21" x 30" x 0"
\$3000.00

paint on canvas
outdoor
material tent
20" x 14" x 11"
\$10000.00

0"
\$14000.00



Vitality
acrylic and
photographic
aluminum paper
4' x 24' x 1'
\$15000.00

**"The Waves of
The Water of
The Everglades"**
Printed
Translucent
Acrylic Pannel
9' x 13' x 1"
\$12000.00



Behind Me
oil pastel on
paper
28" x 22" x 0"
\$2500.00



**Meadow of
Options**
mixed
medium
15' x 20' x
20"
\$20000.00



Game Time
oil on canvas
59" x 59" x 0"
\$18000.00



**Simultaneous
Events**
Mixed medium
on canvas
32" x 48" x 0"
\$0.00



**Opportune
Appreciation**
Mixed medium
on canvas
16" x 16" x 0"
\$1000.00



**Equality Is
Not Parallel**
Mixed
medium on
canvas
51" x 55" x
0"
\$0.00



Within Time
mixed medium
on canvas
30" x 40" x 0"
\$0.00



Horizon
Ink Drawing on
Canvas
36" x 50" x 1"
\$12000.00

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Leonel Matheu
Curriculum
leonelmatheu@att.net

SELECTED SOLO EXHIBITIONS

- 2014- "Crossroads of The Dystopia". The Patricia and Phillip Frost Art Museum. Miami, Florida
- "Vitality". The Bernstein Family Commons Room. Pine Crest School. Boca Raton, Florida
- "Vitality", Works on Paper. Blossom Gallery. Pine Crest School. Ft. Lauderdale, Florida
- 2013.- "ART + CAUSE". Miami Hispanic Cultural Arts Center. Florida.
- "Made in Miami", Bruce Lurie Gallery, Culver City, Los Angeles, California.
- 2010.- "Pacific Time", Galerie Sho Contemporary Art, Tokyo, Japan.
- "Fusion". ArteBa. Buenos Aires, Argentina.
- "Fusion", Dot Fiftyone. Miami, Florida, USA
- 2008.- "Pedestriart, Midtown Art Park", Miami, Florida. USA.
- "Laboratory". Dot Fiftyone Gallery. Miami, Florida. USA.
- "Travesia". Espacio Art & Work Project. Miami, Florida, USA.
- "Pedestriart". Bicentennial Park at Comuna Vitacura. Santiago, Chile.
2007. - "Definitions". Dot Fiftyone Gallery. Miami, Florida. USA.
- "Background". Galería de Arte Matthei. Santiago de Chile.
- "Pedestriart". Art Miami International. USA.
2006. - "Manoeuvre". Dot Fifty One Gallery. Miami, Florida. USA.
- Galeria Lyle O'Reitzel. Santo Domingo, Dominican Republic.
2005. - "Argumentos/Arguments". Galeria Tamara. Puerto Rico.
- "Points of View". Soho Gallery LA. Studio City, California. USA
- "Step By Step". Elder Art Gallery. Charlotte, North Carolina, U.S.A.
- "Just On Time". Dot Fiftyone Gallery". Miami, Florida, U.S.A.
2004. - "Recent Works" Galeria Tamara. Puerto Rico.
- "Good Intentions". Dot Fiftyone Gallery. Miami, Florida, U.S.A.
2003. - "Orientation". Elder Art Gallery. Charlotte, North Carolina, U.S.A.
- 2002.- "Comentarios". Lyle O'Reitzel Gallery. Santo Domingo, Dominican Republic.
- "Motives". Elite Fine Art- Jose Martinez-Canas. Coral Gables, Florida
2000. - Galerie Cieremans & Cie. Rotterdam, The Netherlands.
- "New Paintings". Corbino Galleries. Longboat Key, Florida, U.S.A.
1998. - "Dreams and Visions". Jorge Sori Fine Art. Coral Gables, Florida
1997. - "Dream". College of Education. Florida International University.
1996. - "Leonel Matheu: Recent Works". Jorge Sori Fine Art. Coral Gables
1995. - "Leonel Matheu: Recent Works". Weiss- Sori Fine Art. Coral Gables,
1993. - "Alas". Meza Fine Art. Coral Gables, Coral Gables, Florida
- "Motivos". Contemporary Fine Art. Miami, Florida, U.S.A.
1992. - "Homage to the Passing of Time". Galeria de la Editorial de la Mujer". Havana, Cuba.

SELECTED GROUP EXHIBITIONS

- 2014.- "Color of Latin". Gyeongnam Art Museum (GAM). Changwong, S. Korea.
- "A Kaleidoscope of the Senses". The Los Angeles Municipal Art Gallery, California.
- "Group Show". VBG: Vioria Blanco Gallery. Wynwood Art District. Miami, Florida.
- SOAF 2014. Seoul Open Art Fair, Coex, South Korea
- 2013.- Fusion MIA Art Fair. Wynwood Art District. Miami, Florida
- Ibero-American Art Fair (IAAF). Hangaram Art Museum. Seoul, Korea.
- "Utopias de Ilusion". NUBE Gallery. Santa Cruz, Bolivia.
- 2012.- Art Miami 2012. Midtown Miami, Wynwood, Florida
- "This and That: Unconventional Selections from the Permanent Collection". The Patricia and Phillip Frost Art Museum. Florida International University. Miami.
- Giants in the City, Prome Encuentro Bienal Contemporaneo di Caribe, Paradera, Aruba.
2011. - Houston Fine Art Fair. Dot Fiftyone Booth. Houston, Texas.
- Art Shanghai 2011. American Pavilion, China.
- Florida Contemporary 2011. Naples Museum of Art, Florida.
- ARTEBA. Dot Fiftyone Gallery Booth. Buenos Aires, Argentina.
- "Not the Usual Suspects: [new] Art in [new] Public [new] Places". Art Center South Florida Gallery, Miami Beach. U.S.A.
- MIA Art Fair. Miami Beach Convention Center. U.S.A.
- "The Base Paint Tents", FIU's Modesto Maidique Campus, Miami. Project sponsored by Fundacion Manos del Sur and Step by Step Foundation.
- 2010.-"The Base Paint Tents", Epic Residencies on Their Green in Downtown Miami. Project sponsored by Fundacion Manos del Sur and Step by Step Foundation.
- "The Base Paint Models", FIU's Frost Art Museum, Modesto A. Maidique Campus.
- Art Miami. Dot Fiftyone Gallery Booth. Midtown Miami/Wynwood.
- ArtBo. Dot Fiftyone Gallery. Bogota, Colombia.
- "Good Intentions" inflatable sculpture public art project. Giants In The City. Miami Beach Botanical Garden. U.S.A.
- ARTEBA. "Fusion". Dot Fiftyone Gallery Booth. Buenos Aires, Argentina
- FIA. Rosablanca Galeria. Caracas, Venezuela.
- ART SHANGHAI FAIR 2010. American Pavilion, China
- "14 Tecnicas una muestra". Rosablanca Galeria. Maracaibo, Venezuela
- "GIANTS" ArteAmericas. Miami Beach, Florida.
- "Fusion". MIA Art Fair. Miami Beach, Florida. U.S.A.
2009. - "Abstractomicina". Cremata Gallery. Miami, Florida. U.S.A.
- Art Miami 09 Fair. Dot Fiftyone Gallery Booth. U.S.A.
- KIAF/ Korea International Art Fair. Galerie Sho Contemporary Art Booth.
- "Latin American Painting Now". The Naples Museum of Art. Florida.
- Evan Lurie Art Gallery. Carvel, Indianapolis. U.S.A.
- WEAVE by Dot Fiftyone at DCOTA, Florida
- Arteamericas 2009 Miami, Dot Fiftyone Gallery Booth. U.S.A.

2008. - Art Mami 08 Fair , Dot Fiftyone Gallery Booth. U.S.A.
 Pinta Art Fair, New York, NY, Dot Fiftyone Gallery Booth.
 - Galerie Sho Contemporary Art. Tokyo Art Fair. Japan
 - PHOTO Buenos Aires. Argentina
 - Merrill Lynch Arteamericas 2008, Dot Fiftyone Gallery Booth.
- 2007.- "Art Miami Edition December 2007, Dot Fiftyone Gallery Booth.
 - "New Wave Contemporary Artists Exhibition". Galerie Sho Contemporary Art. Tokyo,Japan.
 - Art Fair Tokyo. Galerie Sho Contemporary Art. Japan.
 - Arte America Fair. Miami Beach, Florida, USA.
 - "El Triunfo De La Locura". Lyle O'Reitzel Gallery. Santo Domingo, Dominican Republic.
2006. - "The Working Fiction – Sustainable Images". Galerie Sho Contemporary Art. Tokyo,Japan.
 - "Group Exhibition". Art-Fifteen Gallery, Wilton Manors, Florida. U.S.A.
2005. - "Consuming Art". Dot Fiftyone Gallery. Miami, Florida. U.S.A.
 - "27 Artistas Cubanos al Auxilio". Biltmore Hotel. Coral Gables, Florida. U.S.A.
 - Art-Fifteen Gallery. Wilton Manors, Florida. U.S.A.
2004. - "Intersections/ Intersecciones: An Exhibition of Cuban Artists". Yale University Art Gallery. New Haven, Connecticut, U.S.A.
 - "Cerrando el Circulo". Lyle O'Reitzel Gallery. Santo Domingo, Dominican Republic.
 - "ABSTRACTION " . Lurie Fine Art Galleries. Boca Raton, FL, U.S.A.
 - "ICONS: Gods, Guns, & Technology from the permanent collection of the Georgia Museum of Art". Letitia and Rowland Radford Collection Study Gallery. Georgia Museum of Art.
 - "Latin American Show". Lurie Fine Art Galleries. Boca Raton, FL, U.S.A.
 - "Red, Blue & White". Dot Fiftyone Gallery. Wynwood Art & Design District. Miami, FL, USA.
 - "Quintessential Contemporary". Longboat Key Center for the Arts. FL,
 - "Erase una vez en Mexico 8 pintores cubanos". Instituto Cultural de Mexico.Miami,FL
2003. - "Latin American Spectrum." Elite Fine Art-Jose Martinez Canas. Coral Gables, FL, U.S.A.
 - "Recent Acquisitions of Contemporary Cuban Art from the Collection of the Lowe Art Museum". Bacardi House. University of Miami. Coral Gables, Florida
 - "Four Shadows Plus One". Elder Art Gallery, Charlotte, North Carolina,
- 2002.-"Personas, Lugares y Cosas". The University Galleries, University of Florida. Gainesville
 - "The First Encounter of Latin-America and South Florida Art at Seravezza City". Medici Palace- Museum. Tuscany, Italy.
- 2001.- " Latin American Paintings". Center for the Arts. Vero Beach, Florida,
 - " Biennale Internazionale Dell'Arte Contemporanea". Florence, Italy.
 - Elite Fine Art- Jose Martinez-Canas. Coral Gables, Florida, U.S.A.
 - Cariveo 001 & The Cuban Connection". Lyle O'Reitzel Gallery. Santo Domingo, Dom. Republic.
2000. - Contemporary Latin American Drawings". Miami-Dade Community College. North Campus. Miami, Florida, U.S.A.
 - " Latin American Spectrum". Elite Fine Art-Jose Martinez-Canas. Coral Gables, Florida
1999. - " Isla". Jose Alonso Fine Art. Miami, Florida, U.S.A.
 - Elite Fine Art- Jose Martinez-Canas. Coral Gables, Florida, U.S.A.
 - Corbino Galleries. Longboat Key, Florida, U.S.A
1998. - Galeria Mirrage. Mexico City, Mexico.
 - Corbino Galleries. Longboat Key, Florida, U.S.A.
 - Miami Museum of Science and Space Transit Planetarium. Miami, Florida

- 1997. - Galeria Mirage. Mexico City, Mexico.
 - Miami Museum of Science and Space Transit Planetarium. Miami, Florida
 - Jorge Sori Fine Art. Coral Gables, Florida, U.S.A.
- 1996. - "Latin American Artists". The Cultural Center of Hollywood. Hollywood, Florida, U.S.A.
 - Jorge Sori Fine Art. Coral Gables, Florida, U.S.A.
 - "Small Works". La Boheme Gallery. Coral Gables, Florida, U.S.A.
 - Interarte. Coral Gables Florida, U.S.A.
- 1995. - Miami-Dade Community College/ University of Florida's New World School of the Arts. U.S.A.
 - "Arte Latinoamericano". Galeria del Sol. Miami Beach, Florida, U.S.A.
 - Bangladesh Gallery. Miami, Florida, U.S.A.
 - Weiss-Sori Fine Art. Coral Gables, Florida, U.S.A.
- 1994. - Weiss-Sori Fine Art. Coral Gables, Florida, U.S.A.
 - "Young Cuban Painters". Weiss-Sori Fine Art. Coral Gables, Florida, U.S.A.
 - Museo Hispano Latinoamericano. Miami, Florida, U.S.A.
 - Art Miami International (Meza Fine Art). Miami Beach, Florida, U.S.A.
- 1993. - "Guayana". Jose Bolivar Gallery. Miami, Florida, U.S.A.
 - "Works on Paper". Meza Fine Art. Coral Gables, Florida, U.S.A.
 - Meza Fine Art. Coral Gables, Florida, U.S.A.
- 1992. - Galeria Galiano. Havana, Cuba.
- 1991. - Casa de la Cultura de Marianao. Havana, Cuba.

PUBLIC COLLECTIONS

- 2007. - MOCA-Museum of Contemporary Art. North Miami Beach, Florida, U.S.A.
- 2004. - Museo de Arte Contemporáneo. Vélez-Málaga, Spain.
- 2003. - The Frost Art Museum. Florida International University. Miami, FL, U.S.A.
 - Museo Iberoamericano de Arte Contemporáneo (MIAC). Fundación Gabarron. Galicia, Spain.
- 2002. - Georgia Museum of Art. University of Georgia. Athens, U.S.A.
- 2001. - Mobile Museum of Art. Alabama, U.S.A.
 - University Art Museum. Radford University. Virginia, U.S.A.
- 2000. - Lowe Art Museum. Coral Gables, Florida, U.S.A.
- 1999. - Bass Museum of Art. Miami Beach, Florida, U.S.A.
- 1997. - "Dream". College of Education, Florida International University. Miami, Florida, USA.

ART IN PUBLIC PLACES

- 2014.- Commissioned for the Amphitheater Canopy Public Art Project. Zoo Miami, Florida.
- 2013.- Commissioned for the lobby/flooring artwork. The Miami Lyric Theater.
- 2011-2012. - Commissioned for the Interior serigraph artwork Miami-Dade Art in Public Places/ Jackson South Hospital. Florida.

- 2010-2011.- Commissioned to design/create, in cooperation with Architectureisfun of Chicago, an interactive art-making environment including video art (as seen through the artist's eyes) for permanent exhibition titled "Meadows of Options" in the CultureScapes Gallery at Young At Art Museum (YAA) of Broward County, Davie, Florida.
- 2010-2011.- Commissioned for the Interior Floor Design/Wayfinding Features Project. Miami-Dade Art in Public Places/ Jackson South Hospital. Florida.
2008. - "Pedestriart, Midtown Art Park", Miami, Florida.
2007. - -"Pedestriart" Comuna de Vitacura, Santiago, Chile
2006. -"Vessel" Sculpture. City of Hialeah, Florida.

AWARDS

2007. - SEETAL 2007. 5th Edition. Photography – Mixed Media Painting. Kunst Forum International, Switzerland.
- Award of Merit. City of Hialeah, Florida. For contribution to the cultural enhancement in the City of Hialeah – Art Week 2007.
2001. - Honorable Mention. Florida Individual Artist Fellowship. Florida, U.S.A.
2000. - Chivas Regal Order of Distinction. Fine Art Category. Miami, Florida, U.S.A.
- Medal of Culture. Rotterdam, the Netherlands.

STUDIES

- 1987.- Graduated from Institute of Graphic Design. Havana, Cuba

Links to visit:

<http://vimeo.com/113565115>

<http://www.artsiant.com/global/artists/show/90261-leonel-matheu>

<http://leonelmatheu.see.me/>

<https://plus.google.com/+LeonelMatheu/photos>

<https://plus.google.com/+LeonelMatheu/posts>

<http://artdaily.com/news/71460/Leonel-Matheu-brings-Crossroads-of-the-Dystopia-to-the-Frost-Art-Museum>

<http://wsimag.com/art/10108-leonel-matheu-crossroads-of-the-dystopia>

http://blogs.miaminewtimes.com/cultist/2014/07/leonel_matheu_weaves_a_spell_on_viewers_at_the_frost_art_museum_1.php

<http://cartanews.fiu.edu/artist-leonel-matheu-talks-with-interiors-students-about-art-in-healthcare-environments/>

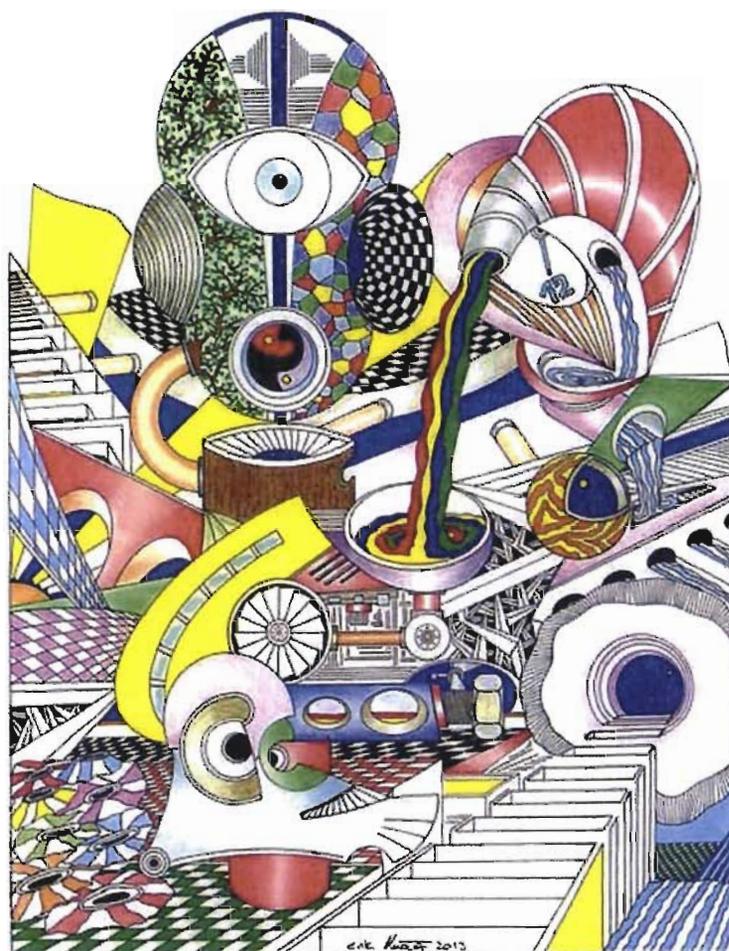
<http://www.examiner.com/article/leonel-matheu-brings-crossroads-of-the-dystopia-to-the-frost-art-museum>

<http://thecubanartproject.com/2014/06/19/leonel-matheu-brings-crossroads-of-the-dystopia-to-the-frost-art-museum/>

<http://letraurbana.com/articulos/simbolo-y-fantasia-el-arte-de-leonel-matheu/>

Erik Kucera

- Alternate Artist -



LOGOUT EVENTS JURY REPORTS TICKET HELP

Communication Management Jurors Coupons

CaFÉ Event Artist Citation

Pompano Beach Utility Box Wraps Artist Citation

Erik Kucera

CONTACT

Contact via Home Phone

Email erik@modernity.us.com

Phone 561 7299694

Cell 561 7299694

Web Site <http://www.modernity.us.com>

Mailing 6492 Emerald Dunes Dr #304
west palm beach FL (Florida) USA
33411-

EVENT SPECIFIC DATA

Status Received

Booth # 0

Wait List # 0

CUSTOM ANSWERS

Please upload your resume/CV in PDF.

[erik kunst cv 2015.pdf \(download\)](#)

PAYMENTS

Transactions ID# 337089 (1) \$0.00 City of Pompano Beach using a Visa or Mastercard

COMMUNICATION

Emails

ART

Category

Statement

It is my desire as an artist to assist in the beautification project as much of my art includes many elements which represent nature together with technical features. I enjoy finding balance between the natural world with the manmade world. This project allows me to take my work to the next level by adding my art to a technical piece which is found in the world. This is an amazing opportunity to transform a plain grey metal box into a piece of art. I hope to inspire others that art can be made of anything. I believe that my works fit with the theme of the creative arts district. My style called "surreallations", is the way I create the illusion of movement and depth in all of my work. My colors and positive themes, bring people of all ages together. I have art currently in Palm Beach County in a Private School, a Public Afterschool Arts Center, Palm Beach Airp, the Rosen Gallery in Boca. I also have a traveling outdoor interactive piece that is currently on tour.



New Beginnings
ink, marker and pastel
on paper
18" x 24" x 0"
\$14000.00



Soul of Jazz
ink, marker and pastel
on paper
24" x 36" x 0"
\$16000.00



Positive Flow
ink, marker and pastel
on paper
18" x 24" x 0"
\$5600.00



Fresh Fish
ink, marker and pastel
on paper
8" x 10" x 0"
\$3400.00



Primavera
ink, marker and pastel
on paper
9" x 12" x 0"
\$3800.00



Just a love machine
acrylic, acenone, xylene
paint, ink, on wood
45" x 59" x 23"
\$9000.00



Just a love machine
acrylic, acenone, xylene
paint, ink, on wood
45" x 59" x 23"
\$9000.00



Give a Piece of your Heart
ink, marker and pastel
on paper
9" x 12" x 0"
\$4900.00



Strength
ink, marker and pastel
on paper
19" x 24" x 0"
\$17700.00



Machine
ink, marker and pastel
on paper
8.25" x 11.5" x 0"
\$7000.00



Palm Tree
ink, marker and pastel
on paper
24" x 19" x 0"
\$7700.00



Heart of Nature
ink, marker and pastel
on paper
8" x 10" x 0"
\$3800.00



Dark Eyes
 acrylic, acenone, xylene
 paint, ink, on canvas
 30" x 40" x 1.5"
 \$9700.00

Cavern of Times
 ink, marker and pastel
 on paper
 24" x 19" x 0"
 \$7000.00

Liquid Current
 ink, marker and pastel
 on paper
 24" x 19" x 0"
 \$8000.00

Shamati
 acrylic, acenone, xylene
 paint, ink, on canvas
 60" x 48" x 1.5"
 \$27000.00



Good Times
 ink, marker and pastel
 on paper
 9" x 12" x 0"
 \$3700.00



Recharge of Life
 ink, marker and pastel
 on paper
 13" x 13" x 0"
 \$4500.00

Create tag: (limit 12 characters)

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BROWSER DATA: 202281: MOZILLA/5.0 (WINDOWS NT 5.1) APPLEWEBKIT/537.36 (KHTML, LIKE GECKO) CHROME/43.0.2357.132 SAFARI/537.36



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 WESTART



Erik Kučera

Personal Details:

Erik Kučera (b. 1977, Slovakia)

erik@modernity.us.com | www.modernity.us.com | 561.729.9694

WORK HISTORY:

06/2009 - Present	Managing Director for Organic Life Arts, LLC.
11/2001- Present	Goldsmith and Jeweler - Freelance, Actively working as artist for Modernity Art
1996 – 8/2001	Fa. Rosetti , Trading and Consulting Company. Jewelry Manufacture, Repair, and the manufacture of simple machines and tools.

EDUCATION:

10/2008 – 06/2011	Jan Amos Komensky University Prague Personal Management- Business B.A.
1998 – 2000	Technical School graduated with Degree as Artistic Commercial Goldsmith and Jeweler. Graduated with Baccalaureate.
1991 – 1994	Trencin, Slovakia Technical School for Goldsmiths and Jewelers, Completed with concentration in Goldsmith and Jeweler work.

EXHIBITIONS:

2015 – Present

“Surreallations a Journey through Reality”, Rosen Gallery, JCC Boca Raton, FL– US **(solo)**

“Art in Public Places”, Palm Beach International Airport Palm Beach, FI – US

2014

“Art in Public Places - Winter”, Palm Beach International Airport Palm Beach, FI – US

“Outside the Box 2” – WhiteSpace Gallery, Palm Beach, FI - US

“Art in Public Places - Summer”, Palm Beach International Airport Palm Beach, FI – US

“Fused” – House of Israel, San Diego, CA – US

2013

“Freedom Imagined” – ImaJewNation Gallery – St Louis, Mo - US

“Hospice Auction” – Wally Findlay Gallery – Palm Beach, FL, - US

“Visual Symphony” Lazurus Gallery United Hebrew in New Rochelle. NY - US

“Keys to the Cities ” Kretzer art in Public Places Clematis St, FI - US

2012

“Small Spaces, Big Ideas” Unique Art Gallery – Jupiter, FI- US

“Biennial Exhibition” – Rosen Museum, Boca Raton, FI-US

“Selected Works” - Unique Art Gallery – Jupiter, FI- US **(solo)**

“Art in Public Places”, Palm Beach International Airport Palm Beach, FI – US

“Artists of Jupiter Association” Unique Art Gallery – Jupiter, FI- US

2011

“The Art of Giving” – Rosen Museum, Boca Raton, FI –US

“Fruehlung Ausstellung ”, Attilier Steiner - Leoben, AUS **(solo)**

“ Art around Town” -Petaluma Hospital – Petaluma, CA – US

One Year Representation at Artist’s Haven Gallery, Ft Lauderdale, FI – US

2010

“Putting it All Together”, Climate Gallery, NYC – US

“A baker’s dozen”, Catskill Artists Gallery, Liberty, NY – US

“Abstract Artists”, Hoffburg Gallery, Vienna, AUS

“The Buzz”, Studio12, Albuquerque, New Mexico, - US

“Leben im Gegenwart”, Stadt Kunst - Opernhaus, Vienna, AUS

“Land Escapes” Palm Beach International Airport , Palm Beach, FI – US

“Hebrew Zodiac – 12 Tribes” Jewish Art Center, Boynton Beach, FI – US

2009

“TrunkShow”, Craft Gallery – West Palm Beach, FI - US

“Solar Abstractions”, Palm Beach International Airport , Palm Beach, FI – US

“Art Walk”, Plein Aire Fest – Delray Beach, FI – US

“Never think Small”, Climate Gallery, NYC – US

“Zeit of Drawing”, Climate Gallery, NYC – US **(solo)**

BIBLIOGRAPHY:

2015 The Freedom Imagined; Freedom Lived Passover Haggadah – Museum of Imajewnation
2014 Fused Collection – House of Israel
2013 Palm Beach Sports and Leisure Guide
2012 Marquis Who is Who in the World
2011 International Contemporary Artists Vol II
2009 Never Think Small Climate Gallery Catalogue
Homeless Longitude – Indonesia

COLLECTIONS:

Rosen Gallery, JCC Boca, Boca Raton, Florida - US
Meyer Academy, Palm Beach Gardens, Florida – US
Joint Vienna Institute, Vienna – AUS
Faith's Place, West Palm Beach, Florida - US

Private Collections in Palm Beach, Fl - US
Private Collection in Bratislava, Slovakia
Private Collection in Washington, DC – US
Private Collection in Kiev, Ukraine
Private Collection in Kopenhagen, Denmark

AWARDS:

Top 10 Emerging Artists of 2014 – Artists Guild Vienna
Second place in the 2011 Portrait Competition at mixism.co.uk
Honorable Mention santiagoribeiro INTERNATIONAL EXHIBITION 2010 SURREALISM
"2010 – Top Artist" - Mail Art Competition- Artists for a Better World
Honorable Mention – Infinity Art Gallery 2009 Winter Exposition
Artist of the Month by myartworkspace.com

MEMBERSHIPS:

National Association of Independent Artists
Allied Artists of America
Surreal Artists ORG
Santiago Riberio Surrealists

Claudia La Bianca

- Alternate Artist -



CaFÉ Event Artist Citation

Pompano Beach Utility Box Wraps Artist Citation

Claudia La Bianca

CONTACT

Contact via Home Phone
 Email info@labiancareel.com
 Phone 646 2560668
 Cell
 Web Site <http://www.labiancareel.com>
 Mailing 365 NW 19th ST
 Miami FL ()
 33136-

EVENT SPECIFIC DATA

Status Received
 Booth # 0
 Wait List # 0

CUSTOM ANSWERS

Please upload your resume/CV in PDF.

[resumeCLB.pdf \(download\)](#)

PAYMENTS

Transactions ID# 328944 (1) \$0.00 City of Pompano Beach using a Visa or Mastercard

COMMUNICATION

Emails

ART

Category

Statement Im a miami based visual artist. My work expand from Murals to graphic design and illustration. I will be thrill to contribute with my vibrant colors to your project



Out of africa
 exterior wall
 paint
 10' x 12" x 0"
 \$3000.00



Red
 exterior wall
 paint
 10' x 12' x 0"
 \$2000.00



Vintage boutique
 exterior wall paint
 30' x 30' x 0"
 \$8000.00



Space girl
 exterior wall
 paint
 17' x 7' x 0"
 \$2000.00



The promise of the future land
 exterior wall
 paint
 10' x 16' x 0"
 \$3000.00



Vintage boutique - Van
 exterior wall
 paint
 5' x 8" x 0"
 \$1500.00



Koors light beer girl for art base
 exterior wall paint
 10' x 10' x 0"
 \$1500.00



Milk
 acrylics
 4' x 4' x 0"
 \$1500.00

Freedom
wall paint
25" x 12" x 0"
\$4000.00

Create tag: (limit 12 characters)

Change status to:

BROWSER DATA: 202044: MOZILLA/5.0 (MACINTOSH; INTEL MAC OS X 10.10; RV:37.0) GECKO/20100101 FIREFOX/37.0



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QUESTIONS? cafe@westaf.org | Powered by WESTAF

Claudia La Bianca

<http://www.imdb.com/name/nm2829602/>

<http://www.labiancareel.com/>

info@labiancareel.com

Mobile# 646-256-0668

WORK EXPERIENCE

FILMS:

"THE JOURNEY OF A DRAGONFLY"	Writer / Producer / Director / D.P. / Editor	Feat. Film (90 min)	2013
"LA CUEVA DE LOS SECRETOS"	Producer / Director / Editor	Feat. Film (93 min)	2009
"HEART INSIDE THE SEA"	Co-Writer / Producer / Director / D.P. / Editor	Short Film (18 min)	2008
"SUNNY SIDE UP"	Writer / Producer / Director / Editor	Short Film (5 min)	2007
"CYNICAL ANGEL"	Producer / Director / Editor	Short Film (10 min)	2007
"BLIND DATE"	Co-Writer / Producer / Director / Editor	Short Film (1 min)	2007
"INSIDE THE BOX"	Writer / Producer / Director / D.P./Editor	Short Film (5 min)	2006
"SWEET ROASTED PEPPERS"	Writer / Producer / Director / Editor	Short Film (11 min)	2005

COMMERCIALS & TV PROMOS:

"WALMART tv spots	Director/D.P./Camera Operator/Editor	Client: WALMART	2012 to present
"VALENTINE ID"	Writer / Producer / Director / Editor	Client: BOOMERANG	2011
"INTIMATE DINNER"	Writer / Producer / Director / Editor	Client: Saveology.com	2009
"FAMILY @ DINNER TABLE"	Writer / Producer / Director / Editor	Client: Saveology.com	2009
"CONSTRUCTION SITE"	Writer / Producer / Director / Editor	Client: Saveology.com	2009
"SISTERHOOD"	Co-Producer / Director / Editor	Client: BOOMERANG	2008
"X-MAS STUNT"	Co-Producer / Director / Editor	Client: BOOMERANG	2007
"H2O"	Co-Producer / Director / Editor	Client: BOOMERANG	2007

MUSIC VIDEOS:

"DON'T TAKE A NO"	Producer / Director / Editor	Artist: Alonso Solorzano	2013
"LUCES"	Producer / Director / D.P./Editor	Artist: Eliacim Martinez	2012
"TU LO SABES BIEN"	Co- Director/ Camera Operator/Editor	Artist: Black Guayaba	2012
"STARDUST"	Co-Producer / Director / Editor	Artist: Asuka & TNT	2011
"ARE YA WITH ME?"	Co-Producer / Director / Editor	Artist: Asuka & TNT	2011
"CLAUDIA'S SONG"	Producer / Director / D.P. / Editor	Artist: Steven Bauer	2010
"LULLABY"	Producer / Director / D.P. / Editor	Artist: Rory Uphold	2009
"RIGHT OR WRONG"	Producer / Director / Editor	Artist: Gerina Di Marco	2008
"JUEGOS DEL AMOR"	Producer / Director / Editor	Artist: Gerina Di Marco	2007
"ULTIMATE DARLING"	Producer / Director / Editor	Artist: Jette/Ivez	2006
"ESTOY MOLESTO"	Producer / Director / Editor	Artist: Tereso	2006
"LA REJA"	Producer / Director / Editor	Artist: Tereso	2006
"GO AWAY"	Producer / Director / D.P./Editor	Artist: Jesse Jackson	2006
"VACANTE"	Producer / Director / D.P./Editor	Artist: Feneiva	2006

TV-Reality Show Series:

"HANNA HELP ME" 2nd season Co-Producer / Director / Cam.Operator / Editor Network: PBS 2010
(make over / reality show)

WEB Series:

"IT HAPPENS" Co-Producer / Director / D.P. / Editor On going Production 2011

DOCUMENTARY:

"BLEEDING HEART" Producer / Director / Cam.Operator / Editor Amnesty International 2005

EDUCATION:

2004

NEW YORK FILM ACCADEMY

Comprehensive Film Making Program:

Consisting of screenwriting, Directing, Gaffer, Editing, Production and hands on camera 16mm.

1992-97

ISTITUTE OF ARTS

Master in Fashion Design, Graphic Design and Painting.

AWARDS & OFFICIAL SELECTIONS:**"HEART INSIDE THE SEA"**

1st place – Best Foreign Narrative Short – WOMAN INTERNATIONAL FILM FESTIVAL (2009)

1st place – Best Short Film– SICILIAN FILM FESTIVAL (2009)

1st place – Best Short Film – SOLUNTO FILM FESTIVAL (2008)

Grand Jury Price - SOLUNTO FILM FESTIVAL (2008)

Official Selection – FLORIDA FILM FESTIVAL (2009)

Official Selection – WOMAN REEL FILM FESTIVAL (2009)

"CYNICAL ANGEL"

Official Selection - tv competition "ON THE LOT" produced by Steven Spielberg and Mark Burnett. (2007)

"SUNNY SIDE UP"

Finalist - tv competition "ON THE LOT" produced by Steven Spielberg and Mark Burnett. (2007)

"BLIND DATE"

Finalist - tv competition "ON THE LOT" produced by Steven Spielberg and Mark Burnett. (2007)

ADDITIONAL QUALIFICATIONS::

Fluent in Italian, English and Spanish.

Proficient in several editing and graphic design programs: Final Cut Pro, Adobe Photoshop, Adobe Illustrator, Flash, Motion.

Broad talent and interest in the Visual Arts: Film Making, Editing, Storyboards, Art Direction, Set Design, Fashion Design, Graphic Design, Painting.

Meeting Date: July 28, 2015

Agenda Item 6

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE TASK AUTHORIZATION NO. 10 IN THE AMOUNT OF \$59,264.80, PURSUANT TO THE CONSULTANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CAROLLO ENGINEERS, INC. FOR PREPARATION OF THE APPLICATION MATERIALS FOR RENEWAL OF THE CITY'S REUSE TREATMENT FACILITY OPERATING PERMIT; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The purpose of this task authorization is for City's Consultant, Carollo Engineers, Inc., to prepare the application materials necessary for the renewal of the existing operating permit for the reuse treatment facility with the Florida Department of Environmental Protection, which occurs every five (5) years. Attached please find Task Authorization No. 10 with Carollo Engineers, Inc.



Accomplishing this item supports achieving Objective 1.72, "Increase Reuse Usage by 5% per year", identified in the City's Quality and Affordable Services Strategy and Initiative 2.1 "Expand Reuse Capacities" identified in the City's Superior Capacity Strategy.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Utilities Department
- (2) Primary staff contact: A. Randolph Brown / John Sfiropoulos, P.E. Ext 7044 / 7009
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: CIP 05-887, Account No 420-7265-533-6503, \$59,264.80

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Utilities	<u>7/17/15</u>	APPROVE	
City Attorney	<u>7/15/15</u>	APPROVE	
Finance	<u>7/17/15</u>	APPROVE	
Budget	<u>7-17-15</u>	APPROVE	

Advisory Board
 Development Services Director
 City Manager

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-1285

July 16, 2015

TO: John Sfiropoulos, P.E., Civil Engineer III
FROM: Gordon B. Linn, City Attorney
RE: Carollo Engineers, Inc. – Task Authorization No. 10

Pursuant to your memorandum dated July 16, 2015, Engineering Department Memorandum No. 15-156, I have prepared and attached the following form of Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE TASK AUTHORIZATION NO. 10 IN THE AMOUNT OF \$59,264.80, PURSUANT TO THE CONSULTANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CAROLLO ENGINEERS, INC. FOR PREPARATION OF THE APPLICATION MATERIALS FOR RENEWAL OF THE CITY'S REUSE TREATMENT FACILITY OPERATING PERMIT; PROVIDING AN EFFECTIVE DATE.

Please ensure that the appropriate signature pages are attached to the Task Authorization prior to submittal to the City Commission.

GORDON B. LINN

GBL/jrm
l:cor/engr/2015-1285

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE TASK AUTHORIZATION NO. 10 IN THE AMOUNT OF \$59,264.80, PURSUANT TO THE CONSULTANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CAROLLO ENGINEERS, INC. FOR PREPARATION OF THE APPLICATION MATERIALS FOR RENEWAL OF THE CITY'S REUSE TREATMENT FACILITY OPERATING PERMIT; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Task Authorization between the City of Pompano Beach and Carollo Engineers, Inc. for preparation of the application materials for renewal of the city's Reuse Treatment Facility Operating Permit, a copy of which Task Authorization is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Task Authorization between the City of Pompano Beach and Carollo Engineers, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

The services rendered pursuant to this Task Authorization No. 10 are in accordance with the terms and conditions of the Contract for Consulting / Professional Services between the City of Pompano Beach and Carollo Engineers, originally dated November 29, 2010 and approved by City Resolution Nos. 2011-59, 2012-48, and 2013-80.

**Scope of Work
City of Pompano Beach
Reuse Treatment Facility Plant Permit Renewal
July 16, 2015**

Background:

The purpose of this Task Order is to prepare application materials necessary for the renewal of the existing operating permit for the City of Pompano Beach (City) Reuse Treatment Facility, which is permitted to treat 7.5 million gallons per day (MGD) of reuse domestic wastewater. The existing permit (No. FLA 013581) was issued by the Florida Department of Environmental Protection (FDEP) on May 23, 2011 and it expires on May 23, 2016. In accordance with Florida Administrative Code rules, the City must submit an application for renewal of the existing permit at least 180 days before expiration of the existing permit.

Carollo Engineers, Inc. (Carollo) will prepare the necessary materials and documentation to meet the requirements of the permit renewal application. Submittal requirements for the permit renewal include standard FDEP forms as well as supplementary reports and documentation such as Operation and Maintenance (O&M) Performance Report. During the last permit renewal the City was not required to prepare a Capacity Analysis Report (CAR). The need for a CAR will be determined as part of the coordination meeting with FDEP and is included as an optional item in this scope.

Objective:

To prepare permit renewal application materials for timely renewal of the City's Reuse Treatment Facility operating permit.

Task 1: Coordination and Communication

Carollo's project manager will direct and coordinate the efforts of the project team members to deliver the project.

1. Coordination: The project manager will review work progress, schedule meetings, and assist in coordinating between the City and FDEP. The project manager will manage the budget, schedule, and invoicing.
2. Communication/Meetings: Carollo will communicate at least monthly and on an as-needed basis with the City to keep them informed of the project status and to discuss upcoming tasks, deliverables, etc. Carollo will prepare meeting agendas and meeting notes to document discussions, decisions, and work progress. Carollo will participate in four (4) meetings to discuss the project, request data and information, conduct site visits, and review permit application materials. The following meetings are anticipated:
 - Project Kickoff and Data Collection Meeting (see Task 2)

- Broward County and Lighthouse Point Coordination Meeting
- FDEP Pre-Application Meeting (See Task 4)
- Draft Permit Review Meeting (See Task 4)

In addition, Carollo will facilitate a site visit and facility inspection to complete the FDEP forms required for the O&M Performance Report (see Task 3).

Task 1 Deliverables:

The following deliverables shall be provided:

- Meeting agendas and notes

Task 2: Kickoff Meeting and Permit Data Collection

Carollo will facilitate a kickoff meeting and prepare a list of required data to complete the application package.

1. Data Request List and Data Collection: Carollo will review the existing available data, current permit, and application requirements to determine what information will be needed to complete this project. Carollo will review information collected during previous projects with the City (Reuse Treatment Facility Master Plan) to determine what information needs to be updated by the City and what new information will be needed, if any. Carollo will develop a data request list, which will identify information needed from the City to complete this project.
2. Kickoff Meeting: Carollo will facilitate a kickoff meeting to review the project scope, schedule, and to establish the lines of communication between Carollo and the appropriate City staff members. During the kickoff meeting, Carollo will present the list of data needed to prepare the permit application package. Additional data will be requested as needed during the project.

Task 3: O&M Performance Report

Carollo will develop the O&M Performance Report as part of the supplementary documentation of the permit application materials.

1. Prepare O&M Performance Report: Carollo will prepare an O&M Performance Report in accordance with 62-600.735, FAC, using FDEP's "Guidelines for Preparation of Operation and Maintenance Performance Reports." This task will include a site visit to the Reuse Treatment Facility to confirm understanding of the plant processes and operations, evaluate the physical condition of the facility, and discuss any operational problems with City staff. Facility operators should accompany Carollo during the site visit. The O&M Performance Report will contain the following information:
 - Field evaluation of the physical condition of the facility.
 - Evaluation of the treatment efficiency of each unit process.
 - Identification of performance trends.
 - Evaluation of the O&M program for the facility.
 - Identification of problems, deficiencies, and corrective actions.

- Recommendations and schedules for corrective actions.
2. Submit Draft and Final O&M Performance Report: The Draft O&M Performance Report will be provided to the City in the draft permit application package, as discussed in Task 4.0. Upon receipt of City comments, the O&M Performance Report will be revised and the final version will be prepared and submitted with the permit application materials.

Task 4: Develop Permit Materials

Carollo will assist the City with the preparation and submittal of the permit renewal application and required supplemental documentation.

1. Meeting with FDEP: Carollo will attend one (1) permit pre-application meeting with the City and FDEP to discuss and confirm the requirements for the permit materials.
2. Meeting with Broward County and Lighthouse Point: Carollo attend one (1) coordination meeting with Broward County and Lighthouse Point to coordinate distribution permitting requirements and conditions.
3. Develop Permit Materials: Carollo will prepare the permit application materials consisting of Forms 1 and 2A, as well as compilation of the above reports and other required supplementary information and required figures, maps, and diagrams.
4. Submit Draft and Final Permit: A draft permit application package will be prepared and submitted to the City for review. Carollo will attend a draft permit review meeting with the City to discuss comments. Upon receipt of City comments, the application package will be revised and the final version will be prepared and submitted to the City and FDEP.
5. Respond to Request for Additional Information (RAI): Carollo will respond to one round of RAIs from FDEP. Responses to typical RAIs are budgeted for within this task. In the case that more detailed analyses or additional materials/documentation is required, Carollo will utilize contingency funds budgeted for in Task 5.

Task 4 Deliverables:

The following deliverables shall be provided:

- Electronic pdf of Draft Permit Application Package (via email).
- Five (5) copies of Final Permit Application Package.
- Electronic version of all permit application materials on a CD.

Task 5: Responses to Extensive RAIs/Attend Additional Meetings/Additional Analyses as Requested

Carollo will respond to extensive RAIs and attend additional meetings at the request of the City. Carollo will respond to extensive RAIs that require more detailed analysis if necessary. In addition, if more than the four (4) meetings and site visits as outlined in this Scope of Services are required (such as additional meetings with FDEP), Carollo will attend the meetings as part

of this task. This may include meetings to negotiate changes in permit conditions or monitoring requirements.

This task may also be used to evaluate the blending of concentrate from the City's nanofiltration Water Treatment Plant with the Reuse Treatment Facility. If directed by the City, Carollo will perform blending analyses to determine the feasibility of receiving nanofiltration concentrate at the facility and at which location(s). If feasible, Carollo may also use this task to complete the additional permitting materials necessary to permit the facility to accept the concentrate stream.

Task 6: Capacity Analysis Report (Optional)

If deemed necessary by FDEP, Carollo will develop a CAR as required as part of the supplementary documentation of the permit application materials.

1. Prepare CAR: Carollo will prepare a CAR in accordance with 62-600.405, FAC, using FDEP's "Guidelines for Preparation of Capacity Analysis Reports." The CAR will contain the following information:
 - Permitted Reuse Treatment Facility capacity.
 - Monthly, 3-month, and average annual daily flows for at least the past 10 years (2005 to 2014).
 - Seasonal variations in flow over the past 10 years (2005 to 2014).
 - Update to the flow and loading information contained in the previous permit application.
 - Flow projections for the next 10 years.
 - Estimate of when the 3-month average daily flow will reach the permitted capacity.
 - Recommendations for expansion should the projected 3-month average daily flow equal or exceed the permitted capacity within the next 5 years.
 - All required graphs, figures, flow schematics, maps, and attachments.
2. Submit Draft and Final CAR: If required, the Draft CAR will be provided to the City in the draft permit application package. Upon receipt of City comments, the CAR will be revised and the final version will be prepared and submitted with the permit materials.

City Responsibilities

Because of the nature of this project, certain assumptions apply to this Scope of Services. To the extent possible, these assumptions are stated within this document and are reflected in the budget. If the project task requirements are different from the assumptions presented in this Scope of Services, or if the City desires additional services, the resultant change in scope will serve as a basis for amending this project assignment or initiating the development of a new project assignment as agreed to by both the City and Carollo. The following assumptions and City responsibilities apply to this project:

- Carollo shall be entitled to rely upon the accuracy of the data and information supplied by the City without independent review or evaluation.
- The City will provide all required information within the period established in the schedule contained in this Scope of Services. The schedule is based on timely receipt of data from the City.
- The City shall attend all meetings to maintain the progress of the project according to the schedule.

- The City shall provide a plant operator to accompany Carollo during the facility evaluation for the O&M Performance Report. Operator shall assist Carollo by providing information on treatment units, operational procedures, chemical feed systems, chemical characteristics, pumping facilities, and other information regarding facility operations.
- The City shall provide background information and data as requested by Carollo including the following:
 1. Record drawings of any changes made since the last permit application.
 2. Monthly operating reports from 2005 to present.
 3. Reuse water service connection records, 2006 to present, and any information for planned new service connections for the next 10 years.
 4. Calibration records of flow measuring devices including date, calibrator, and method used.
 5. Any other records or documents that may be required to complete the permit application.
 6. GIS information for the development of figures.
- The City shall provide the permit renewal application fee at the time of application package submittal.

Items Not Included

The following items are not included in this Scope of Services:

- Permit application fee. The City shall provide the permit application fee at the time of the permit application package submittal.
- Revisions to or reproduction of record drawings.
- Field surveying of facilities.
- Design of any recommended remedial facility improvements.
- Resolution of regulatory compliance issues that may arise and impact the acceptance of the application or issuance of the permit.

Project Schedule

This Scope of Services will be delivered over the course of five (5) months after receipt of the notice to proceed. The permit application will be submitted within three (3) months. An additional two (2) months is provided in the schedule for FDEP review of the permit application and response to RAIs.

The estimated time required for the completion of each task and the approximate date for distribution of deliverables is summarized in the following project schedule for the first three (3) months of the project. The remaining project schedule will depend on RAIs from FDEP and/or additional meetings, if necessary.

- Task 2: Kickoff meeting and data review within four weeks of notice to proceed (NTP).
- Tasks 3 and 4: Draft deliverables to be completed within 10 weeks of NTP and finalized within two weeks of a review meeting with the City to receive comments. Permit application will be submitted within two weeks of receiving City comments. Assuming an NTP of August 5, 2015, the permit application package will be submitted to FDEP by November 9, 2015.
- Task 5: As-needed
- Task 6: Draft deliverable to be completed within 12 weeks of NTP, if needed and at the direction of the City

Budget and Payment

The method of payment for this project is lump sum with a time and materials allowance for Tasks 5 and 6. The total not-to-exceed limit of the entire project is therefore \$59,264.80. Compensation for Tasks 1 through 4 shall be for a lump sum fee of \$41,028.80. The City shall pay Carollo in monthly installments based on submitted invoices for services incurred. Exhibit A provides a breakdown of the project fee by task and personnel.

Tasks 5 and 6 shall be compensated on a time and materials basis after approval from the City. Labor rates are based on the contract fee schedule shown in Exhibit B.

City of Pompano Beach: Reuse Treatment Facility Permit Renewal	LABOR HOURS							PROJECT COSTS			
	Liz Fujikawa, P.E. Client Services Manager	Laura Baumberger, P.E. Project Manager	Monica Pazahanick, P.E. Project Engineer	GIS Sr. Technician	CAD Drafting Technician	Document Processing/Clerical	Total Labor Hours	Total Labor Cost	Project Equipment Communication Expense (PECE)	Other Direct Costs	TOTAL COST
Billing Rate	\$ 226.00	\$ 184.00	\$ 120.00	\$ 116.00	\$ 88.00	\$ 81.00		\$	11.70		
Task 1 - Coordination and Communication	4	40	32	0	0	4	80	\$ 12,428.00	\$ 936.00	\$ -	\$ 13,364.00
Project Management	4	16					20	\$ 3,848.00	\$ 234.00	\$ -	\$ 4,082.00
Communication/Meetings/Minutes		24	32			4	60	\$ 8,580.00	\$ 702.00	\$ -	\$ 9,282.00
Task 2 - Kickoff Meeting and Permit Data Collection	0	4	16	0	0	0	20	\$ 2,656.00	\$ 234.00	\$ -	\$ 2,890.00
Data Review and Collection		4	16				20	\$ 2,656.00	\$ 234.00	\$ -	\$ 2,890.00
Kickoff Meeting (included in Task 1)							0	\$ -	\$ -	\$ -	\$ -
Task 3 - O&M Performance Report	2	12	68	4	4	10	100	\$ 12,446.00	\$ 1,170.00	\$ 0.00	\$ 13,616.00
Develop O&M Performance Report		8	60	4	4		76	\$ 9,488.00	\$ 889.20	\$ -	\$ 10,377.20
Draft/Final Report	2	4	8			10	24	\$ 2,958.00	\$ 280.80	\$ -	\$ 3,238.80
Task 4 - Develop Permit Materials	2	10	44	8	8	12	84	\$ 10,176.00	\$ 982.80	\$ -	\$ 11,158.80
Meeting with FDEP (included in Task 1)							0	\$ -	\$ -	\$ -	\$ -
Meeting with Broward County and Lighthouse Point (included in Task 1)							0	\$ -	\$ -	\$ -	\$ -
Development of Permit Materials		4	32	8	8		52	\$ 6,208.00	\$ 608.40	\$ -	\$ 6,816.40
Draft/Final Permit	2	4	8			10	24	\$ 2,958.00	\$ 280.80	\$ -	\$ 3,238.80
Respond to RAI (Total of 1)		2	4			2	8	\$ 1,010.00	\$ 93.60	\$ -	\$ 1,103.60
SUBTOTAL - Tasks 1-4	8	66	160	12	12	26	284	\$ 37,706.00	\$ 3,322.80	\$ -	\$ 41,028.80
Task 5 - Response to Extensive RAIs / Attend Additional Meetings / Additional Analyses as Requested	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 10,000.00
Additional RAIs & Meetings (as-needed)							0	\$ -	\$ -	\$ -	\$ 10,000.00
Task 6 - Capacity Analysis Report (Optional)	2	8	40	0	0	10	60	\$ 7,534.00	\$ 702.00	\$ -	\$ 8,236.00
Prepare Draft CAR		4	32			6	42	\$ 5,062.00	\$ 491.40	\$ -	\$ 5,553.40
Prepare Final CAR	2	4	8			4	18	\$ 2,472.00	\$ 210.60	\$ -	\$ 2,682.60
TOTAL - Tasks 1-6	10	74	200	12	12	36	344	\$ 45,240.00	\$ 4,024.80	\$ -	\$ 59,264.80

"CORPORATION":

Witnesses:

[Signature]

[Signature]

CAROLLO ENGINEERS

Corporation Name

[Signature]

Signature

VICE PRESIDENT

Title

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of July, 2015 by Elizabeth Fujikawa, as Vice President, of Carollo Engineers, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY'S SEAL: NOTARY PUBLIC, STATE OF FLORIDA



(Name of Acknowledger Typed, Printed or Stamped)

Janice Mudd

Commission Number EE 216919

"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

Meeting Date: July 28, 2015

Agenda Item 7

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR WATER TREATMENT PLANT SECURITY ENHANCEMENTS BETWEEN THE CITY OF POMPANO BEACH AND HOLB-SIERRA CORP.; PROVIDING AN EFFECTIVE DATE. (\$238,999.00)

Summary of Purpose and Why:

The Utilities Department intends on implementing security enhancements at the water treatment plant to include access control components, surveillance and new fencing with a gate. We intend on utilizing the "School District of Palm Beach County" Contract with Holb-Sierra Corp., which was previously used for the reuse water treatment plant security enhancements, in order to procure these services. Attached please find the Agreement between City of Pompano Beach and Holb-Sierra Corp., which includes:

Exhibit A: Contract between Palm Beach County School District and Holb Sierra Corp.

Exhibit B: Scope of Work and Cost Proposal.

Exhibit C: Certificate of Insurance.



Accomplishing this item supports achieving Initiative 1.1, "Improve crime response and crime prevention approaches and techniques", identified in the City's Quality and Affordable Services Strategy.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Utilities Department
- (2) Primary staff contact: A. Randolph Brown / John Sfiropoulos, P.E. Ext 7044 / 7009
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: CIP 14-233, Account No 420-7511-533-6503, \$238,999

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Utilities	<u>7/17/15</u>	APPROVE	
City Attorney	<u>7/17/15</u>	APPROVE	
Finance	<u>7/17/15</u>	APPROVE	
Budget	<u>7-17-15</u>	APPROVE	

Advisory Board
 Development Services Director
 City Manager

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-1283
July 16, 2015

TO: John Sfiropoulos, P.E., Civil Engineer III
FROM: Gordon B. Linn, City Attorney
RE: Holb-Sierra Corp. – WTP Security Enhancements

Pursuant to your memorandum dated July 15, 2015, Engineering Department Memorandum No. 15-154, I have prepared and attached the following form of Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR WATER TREATMENT PLANT SECURITY ENHANCEMENTS BETWEEN THE CITY OF POMPANO BEACH AND HOLB-SIERRA CORP.; PROVIDING AN EFFECTIVE DATE.

I am still of the opinion that the scope of services should be more detailed. Some items in Exhibit "B" have question marks.

GORDON B. LINN

GBL/jrm
l:cor/engr/2015-1283

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR WATER TREATMENT PLANT SECURITY ENHANCEMENTS BETWEEN THE CITY OF POMPANO BEACH AND HOLB-SIERRA CORP.; 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 Holb-Sierra Corp. for Water Treatment Plan Security Enhancements, 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 Holb-Sierra Corp.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

AGREEMENT FOR WATER TREATMENT PLANT SECURITY ENHANCEMENTS

Agreement for work in and about the City of Pompano Beach, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 for Water Treatment Plant Security Enhancements dated _____, 2015, by and between the City of Pompano Beach (hereinafter called CITY) and Holb-Sierra Corp., 2045 Sherman Street, Hollywood, FL 33020 (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 security enhancements for the Water Treatment Plant.

This Agreement references the terms, conditions, prices and specifications of the "School District of Palm Beach County Term Contract for Card Access Equipment, Installation and Service" 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:

"School District of Palm Beach County Term Contract for Card Access Equipment, Installation and Service", 14C-33W

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 "School District of Palm Beach County Term Contract for Card Access Equipment, Installation and Service" shall apply.

2. SCOPE OF WORK GENERAL

2.01 GENERAL DESCRIPTION OF WORK

- A. The CONTRACTOR will perform the Water Treatment Plant Security Enhancements as proposed in the detailed scope attached as **Exhibit B** and as specified in the "School District of Palm Beach

County Term Contract for Card Access Equipment, Installation and Service”:

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

3. CONTRACT DOCUMENTS

It is understood that all the terms, provisions, conditions and obligations set forth in the Contract Documents of the “School District of Palm Beach County Term Contract for Card Access Equipment, Installation and Service” shall constitute a part of this Agreement and are to have the same force and effect as if set forth specifically and at length herein. Insurance documents are attached as Exhibit C.

4. CONTRACT TIME

The work under this Agreement shall be commenced promptly following Notice to Proceed issued by CITY, prosecuted with diligence, and be fully completed within 120-calendar days.

5. COMPENSATION TO BE PAID CONTRACTOR

In consideration of the faithful performance of this Agreement by the CONTRACTOR, the CITY will pay to the CONTRACTOR the fixed price of **\$238,999** (inclusive of \$20,000 permit/contingency allowance at discretion by City) for the proposed work which was based off actual measured quantities and unit pricing in the “School District of Palm Beach County Term Contract for Card Access Equipment, Installation and Service”. Any changes in scope (additions or deletions) will only be authorized by City and compensation to Contractor will be revised accordingly utilizing the unit prices in the “School District of Palm Beach County Term Contract for Card Access Equipment, Installation and Service”. 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

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH
CITY MANAGER

Attest:

(SEAL)

ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:
FLORIDA

NOTARY PUBLIC, STATE OF

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CORPORATION":

Holb-Sierra Corp.

By: [Signature]
Signature

MARCOS VIDAL
Typed, Stamped or Printed Name

PRESIDENT
Title

Witnesses:

[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of July, 2015 by Marcos Vidal, as President, of Holb Sierra, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY'S SEAL: SANDRA J. VIDAL
FLORIDA MY COMMISSION # FF 155657
EXPIRES: September 19, 2018
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC, STATE OF
Sandra J. Vidal
(Name of Acknowledger Typed, Printed or Stamped)

FF 155657
Commission Number

EXHIBIT A



THE SCHOOL DISTRICT
OF PALM BEACH COUNTY, FLORIDA

SHARON SWAN
DIRECTOR

MICHAEL J. BURKE
CHIEF OPERATING OFFICER

Purchasing Department
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813
Phone: (561) 434-8214 Fax: (561) 963-3823
www.palmbeachschools.org/purchasing

April 21, 2014

Hofb Sierra
2045 Sherman Street
Hollywood, FL 33020

Attn: Marcos Vidal
mvidal@holbsierra.com

Subject: Letter of Agreement
Bid Number: 14C-33W
Title: Term Contract for Card Access Equipment, Installation and Service
Contract Term: April 22, 2014 through April 21, 2016

Dear Mr. Vidal:

This is to advise you that the School District of Palm Beach County, Florida, has accepted your offer to furnish equipment, supplies, and services. This acceptance is subject to compliance with bid specifications, terms and conditions, all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School District.

A Certificate of Insurance as per special condition "O", "Insurance Requirements" must be emailed to insurancecertificate@palmbeachschools.org, or faxed to 561-963-3823 within seven (7) days of this notification. Your insurance company is required to have the School Board of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED. No work shall commence until we receive the Certificate of Insurance and it must reference the above Bid Number. Please be sure to advise your insurance carrier.

Purchase orders may be issued to cover equipment, supplies, and services as the need arises and will be your notification to proceed with fulfilling the School Districts request. Shipment without proper authorization may result in nonpayment.

If you have any questions, please do not hesitate to call my office at 561-963-3804. Thank you for your bid and we are looking forward to doing business with you and your company.

Sincerely,

Sharon Swan, C.P.M., Director
Purchasing Department

CC: bid file
Jackie Walsh, CPPB, Purchasing Agent

The School District of Palm Beach County, Florida
A Top-Rated District by the Florida Department of Education Since 2005
An Equal Education Opportunity Provider and Employer

INVITATION TO BID NO.: 14C-33W – TERM CONTRACT FOR CARD ACCESS EQUIPMENT,
INSTALLATION AND SERVICE

DATE: March 12, 2014
DATE SOLICITED: February 10, 2014
PRESENTED TO BOARD: April 16, 2014

DATE OPENED: March 10, 2014
DATE POSTED: March 12, 2014

CONTRACT PERIOD: April 22, 2014 through April 21, 2016
DEPARTMENT: Various FUND: Various FUNCTION: Various ACCOUNT: Various
FUNDING SOURCE: Various Budgets
REQUESTING DEPARTMENT: School Police

FINANCIAL IMPACT

The annual financial impact to the District budget is not to exceed \$3,300,000. The source of funds is the District Budget.

Items to be purchased include card access parts for security card equipment, technical support, on-site product training, installation and services.

AWARD RECOMMENDATION / TABULATION

See attached Bid Summary Documents for Detailed Information

<u>VENDOR</u>	<u>MINORITY STATUS</u>
(Francis Uriel Electric)	-
<u>Holb Sierra Corporation</u>	3
<u>Security Lock Systems of Tampa, Inc.</u>	6
<u>Southern Lock & Supply Co.</u>	-

LEGEND:

_____ = Award - Primary

() = Reject

MINORITY - (2-African American, 3-Hispanic American, 4-Native American, 5-Asian American, 6-American Woman, 7-Physically Impaired, 8-Other)

EXCEPTIONS:

Francis Uriel Electric
Rejected Entire Bid, vendor failed to complete required paperwork.

Holb Sierra Corporation has agreed to offer an additional 2% discount on AMAG, Aiphone and Von Duprin products for 100% turnkey security enhancement projects in Section IV.

SUMMARY OF AWARDS

SECTION I

Security Lock Systems of Tampa, Inc.	Group A
Southern Lock & Supply Co.	Group B

SECTION II

Security Lock Systems of Tampa, Inc.	Items 6,9,10,11,19,20,21,22,23,30,36,41,43,57
Southern Lock & Supply Co.	Items 1-5,7,8,12-18,25-28,31,32,34,39,40,44-61

SECTION III

Catalog Discount Award to All

SECTION IV

Holb Sierra

RECOMMENDATION:

Sections I and II In order to meet the needs of the School District, it is recommended that the award be made to the lowest bid from the responsive and responsible bidder(s), and authorize the use of the next lowest bidder(s) meeting the same conditions in the event the original awardee cannot fulfill their contract.

Section III In order to meet the needs of the School District, it is recommended that the award be made to all responsive and responsible bidders.

Section IV It is recommended that the award be made to the responsive and responsible bidder who responded to the bid, as indicated above.

Note: Original Bid document is available upon request.

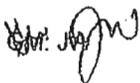
BID PROTEST

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

DISQUALIFYING CRIMES

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

SS: 

14C-33W BID SUMMARY DOCUMENT

SECTION I

Shall be a Certified Vendor of AMAG Product for this Group (Estimated Qty's)
No Substitutions

GROUP A:		<u>SECURITY LOCK SYSTEMS OF TAMPA, INC.</u>	
ITEM 1	250 each	4 Reader Multinode – 2 Database unit AMAG Model #MDU-4 (SDM) \$1,866.48	Total \$466,620.00
ITEM 2	250 each	2 Reader Multinode – 2 Door controller AMAG Model # 2-DC (SDM) \$628.00	\$157,000.00
ITEM 3	250 each	Transformer for MDU-4 AMAG Model # MN-TRANS-75-UL \$58.48	\$14,620.00
ITEM 4	250 each	Transformer for 2-DC AMAG Model # MN-TRANS-75-UL \$58.48	\$14,620.00
ITEM 5	25 each	2 Reader Multinode – 2 Database unit AMAG Model# MDU-2(SDM) \$1,492.25	\$37,306.25
ITEM 6	50 each	Network Interface Card AMAG Model # MN-NIC-3 \$375.40	\$18,770.00
ITEM 7	10 each	4 Reader Multinode-2 Database Unit AMAG Model# MDU4-KIT \$1,744.86	\$17,448.60
ITEM 8	250 each	Input/Output Option Board AMAG Model #MN I/O \$204.66	\$51,165.00
ITEM 9	5000 each	Proximity Card HID Corporation, Model # ProxCard II 1326-LSSMV/32 \$2.01	\$ 10,050.00
ITEM 10	10 each	Intelligent Controller with database and support for 2 Card Readers AMAG Model# M2150 2DBC \$778.87	\$7,788.70

ITEM 11	50 each	Intelligent controller with database and support for 4 card readers expand further with DC door Controllers AMAG Model #M2150 4DBC \$975.34	\$48,767.00
ITEM 12	50 each	Intelligent controller with database and support for 8 card readers expand with 8DC to control 16 doors AMAG Model #M2150 8DBC \$1,486.40	\$74,320.00
ITEM 13	50 each	Intelligent controller with database add 2DC, 4DC or 8DC door controllers to control up to 16 doors AMAG Model #M2150 DBU \$479.49	\$23,974.50
ITEM 14	50 each	Door Controller for 2 card readers used to expand the capacity of an Intelligent controller up to 16 doors AMAG Model #M2150 2DC \$300.56	\$15,028.00
ITEM 15	50 each	Door Controller for 4 card readers used to expand capacity of an Intelligent controller up to max 16 doors AMAG Model #M2150 4DC \$526.26	\$26,313.00
ITEM 16	50 each	Door Controller for 8 card readers used to expand capacity of an Intelligent controller up to max 16 doors AMAG Model #M2150 8DC \$1,022.12	\$51,106.00
ITEM 17	50 each	Controls and records access for up to 64 Floors each Elevator controller can control 1, 2 or 4 elevator cabs AMAG Model #M2150 Elevator Controller \$1,811.52	\$90,576.00
ITEM 18	50 each	Adds an additional 24 Inputs and 4 Outputs to Either DBC or DBU door controllers where extra I/O is required. AMAG Model #AC-24-4 Input Controller \$284.18	\$14,209.00

14C-33W BID SUMMARY DOCUMENT

SECTION I

Shall be a Certified Vendor of Aiphone Product for this Group (Estimated Qty's)
No Substitutions

Group B:

SOUTHERN LOCK & SUPPLY CO.

ITEM 1	10 each	Door Release Relay Aiphone Model # RY-PA \$7.39	\$ 73.90
ITEM 2	200 each	Central Exchange Unit for 24 doors And 8 controllers Aiphone Model #AX-248C \$949.90	\$189,980.00
ITEM 3	50 each	Pan Tilt Zoom, open voice color video intercom System kit. Set includes one JK-1MD master Monitor One PS-1820UL power supply and one JK-DA surface mount door station Aiphone Model #JKS-1AD \$310.97	\$ 15,508.50
ITEM 4	100 each	Power Supply for Aiphone Aiphone, Model # PS-12C \$54.47	\$ 5,447.00
ITEM 5	10 each	Central Exchange Unit for 8 doors Aiphone, Model # AX084C \$675.73	\$ 6,757.30
ITEM 6	50 each	Color Video Master Station, Wall Aiphone, Model # AX8MV \$477.26	\$ 23,863.00
ITEM 7	10 each	Fixed Color Video Door Station Aiphone, Model # AXDV \$210.17	\$ 2,101.70
ITEM 8	10 each	Fixed Color Video Door Station Aiphone, Model # AXDVP \$334.17	\$ 3,341.70
ITEM 9	10 each	Chime & Music Adaptor Aiphone, Model # BG-10C \$240.94	\$ 2,409.40

ITEM 19	50 each	Adds an additional 24 Outputs and 4 Inputs to DBC or DBU door controllers where extra I/O is required AMAG Model #OC4-24 Output Controller \$348.50	\$17,425.00
ITEM 20	50 each	Intelligent Edge Network controller with PoE & Support for one card reader provides distributed intelligence. AMAG Model #EN-1DBC \$329.79	\$16,489.50
ITEM 21	50 each	Intelligent Edge Network controller with database And NIC add DC door controllers for up to 16 Card readers AMAG Model #ENU-DBU \$730.92	\$36,546.00
ITEM 22	50 each	Controller enabling ASSA ABLOY Aperio Wireless locks to be fully integrated into Symmetry Access Control AMAG Model #EN-LDBU \$739.10	\$36,955.00
ITEM 23	250 each	Network Interface Card AMAG Model #MN-NIC-4 \$149.70	\$37,425.00
End of Group A			
TOTAL Group A (1-23 INCLUSIVE)			<u>\$1,281,522.55</u>

ITEM 10	10 each	Master Monitor Station Aiphone Model #JK-1MD \$234.48	\$ 2,344.80
ITEM 11	50 each	Sub-Master Monitor Station Aiphone Model #JK-1HD \$180.94	\$9,047.00
ITEM 12	10 each	Power Supply for the JK Series System Aiphone, Model #PS-1820UL \$58.16	\$581.60
ITEM 13	10 each	Desk Stand Aiphone, Model # MCWS \$16.62 each	\$ 166.20
ITEM 14	10 each	Triple Door-Release Adaptor Aiphone, Model # RY-3DL \$59.08	\$ 590.80
ITEM 15	10 each	12VDC Transformer-Power supply Aiphone, Model # PS-1225UL \$54.47	\$ 544.70
ITEM 16	10 each	24VDC 2Amp UL Power Supply Aiphone, Model # PS-2420UL \$60.93	\$ 609.30

End of Group B

TOTAL Group B (1-16 INCLUSIVE) \$263,366.90

14C-33W BID SUMMARY DOCUMENT

SECTION II

Bids accepted for individual line items (Estimated Qty's)
No Substitutions

ITEM 1	<u>Southern Lock & Supply Co.</u> 200 each Rim Mount Strike Adams Rite, Model # 74R1 \$111.93	\$ 22,386.00
ITEM 2	<u>Southern Lock & Supply Co.</u> 200 each Standard Mount Strike Adams Rite, Model #7100-540-628-00 \$66.16	\$ 13,232.00
ITEM 3	<u>Southern Lock & Supply Co.</u> 10 each Solenoid Adams Rite, Model # 29-0250-12DCC-IP \$14.31	\$ 143.10
ITEM 4	<u>Southern Lock & Supply Co.</u> 10 each Transformer Adams Rite, Model # 4605 \$18.85 each	\$ 188.50
ITEM 5	<u>Southern Lock & Supply Co.</u> 10 each Strike Adams Rite, Model # 7100-510-628-00 \$66.16 each	\$ 661.60
ITEM 6	<u>Security Lock Systems of Tampa, Inc.</u> 10 each Push Button, Request to Exit Alarm Control Corp. Model # ACTS2 \$28.89 each	\$ 288.90
ITEM 7	<u>Southern Lock & Supply Co.</u> 10 each Time Delay Relay 12V-24V Altronix, Model # 6062ALT \$12.86 each	\$ 128.60
ITEM 8	<u>Southern Lock & Supply Co.</u> 10 each 24 VDC DPDT Relay Altronix, Model # RB5-24 \$6.34 each	\$ 63.40

ITEM 9	<u>Security Lock Systems of Tampa, Inc.</u>		
	10 each	Power Supply with BUPS in Cabinet Altronix, Model # SMP7CTX	
	\$110.54 each		\$1,105.40
ITEM 10	<u>Security Lock Systems of Tampa, Inc.</u>		
	10 each	Power Supply 12VDC @ 4 amps or 24VDC @ 3 amps with fused outputs Altronix Model #AL400ULACM	
	\$166.65		\$1,666.50
ITEM 11	<u>Security Lock Systems of Tampa, Inc.</u>		
	10 each	Power Supply 12VDC @ 10 amps with Fused outputs Altronix Model #AL1012ULACM	
	\$209.42		\$2,094.20
ITEM 12	<u>Southern Lock & Supply Co.</u>		
	10 each	Handicap Wall Plate Receiver BEA Model #10RD433	
	\$24.62		\$246.20
ITEM 13	<u>Southern Lock & Supply Co.</u>		
	10 each	Easy Mount Text & Logo Plate Handicap Wall Plate BEA Model #10EMR61	
	\$65.65		\$656.50
ITEM 14	<u>Southern Lock & Supply Co.</u>		
	10 each	Electrical Hinge Command Access, Model # ETH10W4545-626	
	\$67.85 each		\$678.50
ITEM 15	<u>Southern Lock & Supply Co.</u>		
	10 each	Electrical Hinge Command Access, Model # ETH2WH/2W4540	
	\$64.62 each		\$646.20
ITEM 16	<u>Southern Lock & Supply Co.</u>		
	50 each	Surge, Protector for Card Readers Ditek, Model # DTK-4LVLP-CR	
	\$34.87 each		\$1,743.50
ITEM 17	<u>Southern Lock & Supply Co.</u>		
	10 each	Surge, Protector Power/card 8 wire Ditek, Model # DTK-4LVLP-X	
	\$38.98 each		\$389.80

ITEM 18	<u>Southern Lock & Supply Co.</u>		
	10 each	EL 1490 Conversion Kit for Doromatic Doromatic, Model # PBX-63	
	\$315.37 each		\$3,153.70
ITEM 19	<u>Security Lock Systems of Tampa, Inc.</u>		
	10 each	18 inch Door Loop GRI, Model # PTD-1	
	\$8.77 each		\$ 87.70
ITEM 20	<u>Security Lock Systems of Tampa, Inc.</u>		
	10 each	ProxPro with Keypad HID, Model # 5355AGK14	
	\$210.20 each		\$ 2,102.00
ITEM 21	<u>Security Lock Systems of Tampa, Inc.</u>		
	10 each	Miniprox-125 KHZ Proximity HID, Model # 5365EGP00	
	\$115.49 each		\$ 1,154.90
ITEM 22	<u>Security Lock Systems of Tampa, Inc.</u>		
	10 each	Prox Point Plus HID, Model # 6005BGB00	
	\$59.99 each		\$ 599.90
ITEM 23	<u>Security Lock Systems of Tampa, Inc.</u>		
	1000 each	ProxPro Proximity Card Readers HID Corporation, Model # 5355AGNOO	
	\$132.65 each		\$132,650.00
ITEM 24	NO BID		
ITEM 25	<u>Southern Lock & Supply Co.</u>		
	50 each	Electrical Auto Equalizer LCN, Model # 4642XAL	
	\$1,818.19 each		\$90,909.50
ITEM 26	<u>Southern Lock & Supply Co.</u>		
	10 each	Door Closer Cylinder LCN, Model # LCN-4642-3971	
	\$756.04 each		\$7,560.40
ITEM 27	<u>Southern Lock & Supply Co.</u>		
	10 each	Power Supply 12VDC @ 6.3 Amp LCN Model # LCN-515-12	
	\$286.17 each		\$2,861.70

ITEM 28	<u>Southern Lock & Supply Co.</u> 100 each Door Loop Kit 12" Locknetics, Model # 788-12	\$23.54 each	\$2,354.00
ITEM 29	NO BID		
ITEM 30	<u>Security Lock Systems of Tampa, Inc.</u> 10 each Power Supply 12VDC Plug-in xfmr 1Amp Schlage, Model # 593PI-12VDC-12	\$42.93 each	\$429.30
ITEM 31	<u>Southern Lock & Supply Co.</u> 10 each Lock Electric, Schlage Schlage, Model # ND96PDEU	\$219.58 each	\$2,195.80
ITEM 32	<u>Southern Lock & Supply Co.</u> 10 each Panel Interface Module Schlage, Model # PIM-TD4	\$277.08 each	\$2,770.80
ITEM 33	NO BID		
ITEM 34	<u>Southern Lock & Supply Co.</u> 10 each Battery Pack to Power WA5200, WA5600, WA98 Schlage, Model # WA-K-380-001	\$27.01 each	\$270.10
ITEM 35	NO BID		
ITEM 36	<u>Security Lock & Supply Co.</u> 10 each Wireless Portable Reader Schlage, Model # WPR2-PROX-H	\$744.37 each	\$7,443.70
ITEM 37	NO BID		
ITEM 38	NO BID		
ITEM 39	<u>Southern Lock & Supply Co.</u> 10 each Magnalock, 32-12 VDC Securiton, Model # M32-12	\$155.19 each	\$1,551.90
ITEM 40	<u>Southern Lock & Supply Co.</u> 10 each Touch Sensor Bar Securiton, Model # TSB-3CL	\$173.50 each	\$1,735.00

ITEM 41	<u>Security Lock Systems of Tampa, Inc.</u>		
	50 each	Field retrofit kit for Von Duprin 98/99 And 33/35 from 36" - 48" SDC Model LR100VDK	
	\$266.11 each		\$13,305.50
ITEM 42	<u>Security Lock Systems of Tampa, Inc.</u>		
	50 each	Field Retrofit kit for Falcon 24/25 exit devices For 36" SDC Model LR100FRK	
	\$266.11 each		\$13,305.50
ITEM 43	<u>Security Lock Systems of Tampa, Inc.</u>		
	10 each	Electric Turnstile, waist high 1-way out Tomsted, Model # TUT-60ES	
	\$2,666.40 each		\$26,664.00
ITEM 44	<u>Southern Lock & Supply Co.</u>		
	500 each	Rim Exit Strike Von Duprin, Model # 6111-24	
	\$307.40 each		\$153,700.00
ITEM 45	<u>Southern Lock & Supply Co.</u>		
	50 each	Two Door Control Board Von Duprin, Model #871-2	
	\$61.85 each		\$3,092.50
ITEM 46	<u>Southern Lock & Supply Co.</u>		
	50 each	Electric Power Transfers Von Duprin, Model # EPT -10	
	\$206.32 each		\$10,316.00
ITEM 47	<u>Southern Lock & Supply Co.</u>		
	50 each	Check-it Door Exit Device Von Duprin, Model # CX98E0-SP28	
	\$1,109.14 each		\$55,457.00
ITEM 48	<u>Southern Lock & Supply Co.</u>		
	50 each	EI Conversion Kit for 4 foot 98 Exit Devices Von Duprin, Model #050078	
	\$327.25 each		\$16,362.50
ITEM 49	<u>Southern Lock & Supply Co.</u>		
	50 each	3' EL Conversion Kit for 3 foot 98 Exit Devices Von Duprin, Model # 050070	
	\$327.25 each		\$16,362.50

ITEM 50	<u>Southern Lock & Supply Co.</u> 100 each EL Exit Device Von Duprin, Model #EL-98E0-US28	\$620.72 each	\$62,072.00
ITEM 51	<u>Southern Lock & Supply Co.</u> 10 each EL Solenoid Replacement Kit Von Duprin, Model # 050218-00	\$243.25 each	\$2,432.50
ITEM 52	<u>Southern Lock & Supply Co.</u> 10 each 24VDC Coil/Solenoid Von Duprin, Model # 050240	\$40.62 each	\$406.20
ITEM 53	<u>Southern Lock & Supply Co.</u> 10 each Circuit Breaker, EL Potted Von Duprin, Model # 050534-00	\$108.47 each	\$1,084.70
ITEM 54	<u>Southern Lock & Supply Co.</u> 10 each Strike, Rim Exit Device, 12V Von Duprin Model # 6111-12	\$307.40 each	\$3,074.00
ITEM 55	<u>Southern Lock & Supply Co.</u> 10 each Strike, Electric for Mortise Locks Von Duprin Model # 6211-12VDC	\$264.48 each	\$2,644.80
ITEM 56	<u>Southern Lock & Supply Co.</u> 10 each Strike, Electric for Mortise Locks Von Duprin Model # 6211-24VDC	\$264.48 each	\$2,644.80
ITEM 57	NO BID ON ITEM/SUBSTITUTIONS OFFERED <u>Security Lock Systems of Tampa, Inc.</u> PS914-2RS <u>Southern Lock & Supply Co.</u> 900 2RS		\$391.57 \$ 61.85
ITEM 58	<u>Southern Lock & Supply Co.</u> 10 each EL Panic Bar Von Duprin, Model # 98F-3FT-CD-994L-26D	\$646.18 each	\$6,461.80
ITEM 59	<u>Southern Lock & Supply Co.</u> 10 each Electric Power Transfer 2 wire Von Duprin, Model # EPT-2	\$194.78 each	\$1,947.80

ITEM 60 Southern Lock & Supply Co.

10 each Power Supply without card
See Item 57

ITEM 61 Southern Lock & Supply Co.

10 each Power Supply with 4 door Relay Logic Boar
Von Duprin, Model PS914- 4RL

\$414.49 each

\$4,144.90

14C-33W BID SUMMARY DOCUMENT

SECTION III

Manufacturer/Distributor	Holb Sierra	Security Lock Systems of Tampa	Southern Lock & Supply Co.
Adams Rite	10%	50%	44.87%
ADI	0%	0%	0%
Alphone	10%	48%	49.87%
Altronix	10%	56%	51.87%
AMAG Access Control Systems	10%	33%	0%
ASSA ABLOY	10%	0%	50%
Belden	10%	0%	0%
Ditek	10%	46%	20%
Door-O-Matic	10%	17%	54.87%
Falcon	10%	0%	59%
Florida Industrial Electronics	0%	0%	0%
H.E.S.	10%	0%	52.13%
Holb Sierra	0%	0%	0%
Hughes Interactive Devices	0%	0%	0%
Ingersoll Rand	10%	0%	50%
LCN	10%	44%	50.65%
Locknetics	10%	50%	48.65%
Marlin P. Jones	0%	0%	0%
Monarch	0%	0%	59%
Morse Watchmans	0%	0%	0%
Schiage	0%	47%	55.65%
Securitron	10%	50%	51.13%
Security Door Controls (SDC)	10%	52%	45%
Silmar	0%	0%	0%
Southern Lock	0%	0%	50%
Trine	10%	0%	45%
Viking Electronics	10%	0%	0%
Von Duprin	10%	33%	19.47%

Section III

ADDITIONAL MANUFACTURER'S/DISTRIBUTOR'S

Bidders may add any additional manufacturer's/distributors

Alarm Controls	0%	39%	0%
BEA	0%	19%	29.62%
Common Access	0%	44%	0%
GRI	0%	14%	0%
HID	0%	58%	0%
Sargent	0%	0%	49.47%
Sargent Electronics	0%	0%	44.87%
Corbin-Russwin	0%	0%	49.47%
Yale	0%	0%	49.47%
Simons-Voss	0%	0%	29.98%
Rutherford (RCI)	0%	0%	39.99%
KABA Simplex Electronics	0%	0%	49.98%
Alarm Lock	0%	0%	49.99%
Camden	0%	0%	39.62%
Architctural Control Systems (ACSI)	0%	0%	48.87%
Detex	0%	0%	54.98%

14C-33W Bid Summary Document
Section IV

HOLB SIERRA CORPORATION

Installation work for the District shall include all materials and labor to provide a 100% turnkey system and shall meet all codes and requirements as specified in the latest version of the District Master Specification Manual. The awardee shall provide all required documents and drawings to the District for review and permitting as may be required by the District. All materials and installation methods used shall be approved by the District before a Purchase Order is issued. All hourly rates include travel time. Installation and Service hours are from 8:00 a.m. EST to 3:00 p.m. EST.

A. On-site AMAG hardware and software installation at a fixed hourly rate.	\$55.00
B. On-site AMAG tech support at a fixed hourly rate including travel time and any overnight accommodations	\$ 65.00
C. AMAG technical support Off-site and training for School District Personnel for contract term at a fixed hourly rate	\$0

(If bidding zero (0) dollars, you must complete blank line provided with "0.00" amount).

TOTAL SECTION IV (A, B & C INCLUSIVE) \$ 120.00

D. All materials needed to complete the 100% turnkey system shall reflect the discount offered in Sections I, II and III.

HOLB**SIERRA**

HOLB SIERRA CORP.

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- INTEGRATED ELECTRONIC SYSTEMS • SALES • SERVICE • INSTALLATION • DESIGN -



Holb Sierra Corp Catalog 2015

Holb Sierra Corp is proud to release our March 2014 edition catalog. We offer you a wide range of products and manufacturers able to address your most demanding security applications. We are constantly updating our offerings to bring you the very best and latest technology and efficiencies in order to meet those security needs.

Whether it is electronic monitoring and surveillance, physical fencing, or parking / perimeter control equipment, we can provide it.

Do you require remote monitoring and control in addition to on-site capabilities? We can provide the design and equipment to achieve it. Analog or Digital? We can provide either one. Are you in a transition state, or contemplating transition to Digital/IP based solutions? We have the expertise to accomplish it.

Do you need more? As a State Certified and Insured Contractor we offer you a turnkey solution including needs assesment, design, installation, and ongoing maintenance and support. With 25 years of experience, and a long list of satisfied clients, Holb-Sierra maintains authorized Dealer status with manufacturers able to turn those security concerns into solutions that enhance the sense of safety and well being to your employees and guests alike.

Please contact our offices at your convenience and let's start providing those solutions today!



Access Control	3
Video Surveillance	6
Network Equipment	11
Intercom/Paging	13
Power Supplies / Suppression	15
HSC Custom Hardware / Services	18



Access Control

Manufacturer	Description	List	Disc %	Net
AMAG	AMAG HID iClass RP40 Reader	\$ 180.00	0%	\$ 180.00
	AMAG S830 Prox Card Reader	\$ 155.00	0%	\$ 155.00
	AMAG MDU-2 w/peripherals (BUPS, Trans, WIM)	\$ 1,506.00	0%	\$ 1,506.00
	AMAG MDU-4 w/peripherals (BUPS, Trans, WIM)	\$ 2,497.00	0%	\$ 2,497.00
	AMAG 2DC w/peripherals (PS, Trans, WIM)	\$ 980.00	0%	\$ 980.00
	AMAG MN-NIC-3 Network Interface Card	\$ 440.00	0%	\$ 440.00
	AMAG MN-NIC-4 Network Interface Card	\$ 203.00	0%	\$ 203.00
	AMAG MN-I/O 8 pos Input/Output module	\$ 239.00	0%	\$ 239.00
	AMAG M2150-2RDR-PACK 2DBC w/peripherals	CFP	0%	CFP
	AMAG M2150-4RDR-PACK 4DBC w/peripherals	CFP	0%	CFP
	AMAG M2150-8RDR-PACK 8DBC w/peripherals	CFP	0%	CFP
	AMAG M2150-2RDR-IPW-PACK	CFP	0%	CFP
	AMAG M2150-4RDR-IPW-PACK	CFP	0%	CFP
	AMAG M2150-8RDR-IPW-PACK	CFP	0%	CFP
	AMAG M2150-16RDR-IPW-PACK	CFP	0%	CFP
	AMAG M2150W-ELEV-1-PACK 1 Elev Cab	CFP	0%	CFP
	AMAG M2150W-ELEV-2-PACK 2 Elev Cab	CFP	0%	CFP
	AMAG M2150W-ELEV-4-PACK 4 Elev Cab	CFP	0%	CFP
	AMAG M2150-AC8/4 I/O Module	CFP	0%	CFP
	AMAG M2150-OC4/8 I/O Module	CFP	0%	CFP
	AMAG MN-PSU-KIT 3 Amp Power Supply	\$ 180.00	0%	\$ 180.00
	AMAG MN-PSU-6 6 Amp Power Supply	\$ 200.70	0%	\$ 200.70
	AMAG MN-TRANS-75-UL 75VA UL Transformer	\$ 68.00	0%	\$ 68.00
	AMAG MN-TRANS-150-UL 150VA UL Transformer	\$ 155.00	0%	\$ 155.00
	AMAG ENT-LIC-064-V7-E Licensing	\$ 2,623.00	0%	\$ 2,623.00
	AMAG VID-CAM-004-V7 4 Cam Integration Lic	\$ 360.00	0%	\$ 360.00
	AMAG VID-CAM-008-V7 8 Cam Integration Lic	\$ 720.00	0%	\$ 720.00
	AMAG VID-CAM-016-V7 16 Cam Integration Lic	\$ 1,440.00	0%	\$ 1,440.00
	AMAG VID-CAM-032-V7 32 Cam Integration Lic	\$ 2,880.00	0%	\$ 2,880.00
	AMAG VID-CAM-064-V7 64 Cam Integration Lic	\$ 5,760.00	0%	\$ 5,760.00
	AMAG VID-CAM-128-V7 128 Cam Integration Lic	\$ 11,520.00	0%	\$ 11,520.00
	AMAG VID-CAM-256-V7 256 Cam Integration Lic	\$ 23,040.00	0%	\$ 23,040.00
	AMAG EN-7901-A 1 Channel Encoder	\$ 441.00	0%	\$ 441.00
	AMAG EN-7904-A 4 Channel Encoder	\$ 1,098.00	0%	\$ 1,098.00
	AMAG EN-7912-A 12 Channel Rk mt Chassis	\$ 533.00	0%	\$ 533.00
	AMAG EN-7916-A 4 Input Encoder Blade	\$ 1,029.00	0%	\$ 1,029.00
	AMAG EN-7940-A 40 Channel Rk mt Chassis	\$ 1,746.00	0%	\$ 1,746.00
	AMAG EN-7949-A 4 Input Encoder Blade	\$ 1,029.00	0%	\$ 1,029.00

HOLB**SIERRA**

HOLB SIERRA CORP.

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INTEGRATED ELECTRONIC SYSTEMS • SALES • SERVICE • INSTALLATION • DESIGN



Manufacturer	Description	List	Disc %	Net
	AMAG VCA-LIC-001-A 1 Ch Analytics Lic	\$ 302.00	0%	\$ 302.00
	AMAG VCA-LIC-004-A 4 Ch Analytics Lic	\$ 806.00	0%	\$ 806.00
HID	HIDPR, 125 Mhz Prox Reader	\$ 177.00	0%	\$ 177.00
	HIDPRK, 125 Mhz Prox Keypad Reader	\$ 325.00	0%	\$ 325.00
	HIDPRM, 125Mhz Prox Reader, Mullion type	\$ 177.30	0%	\$ 177.30
HSCVD-IR	6100 Series Electric Strike	\$ 375.00	0%	\$ 375.00
	6111 Series Electric Strike w/removable plug	\$ 542.00	0%	\$ 542.00
	22 Series Exit Devices / Rim	\$ 453.60	0%	\$ 453.60
	22 Series Exit Devices / SVR	\$ 737.10	0%	\$ 737.10
	22 Series Exit Devices / Fire Rim	\$ 560.70	0%	\$ 560.70
	22 Series Exit Devices / Fire SVR	\$ 957.60	0%	\$ 957.60
	33 Series Exit Devices / Rim	\$ 1,508.40	0%	\$ 1,508.40
	33 Series Exit Devices / SVR	\$ 1,927.80	0%	\$ 1,927.80
	33 Series Exit Devices / CVR	\$ 1,974.60	0%	\$ 1,974.60
	33 Series Exit Devices / Fire SVR	\$ 2,172.60	0%	\$ 2,172.60
	33 Series Exit Devices / Fire CVR	\$ 2,236.50	0%	\$ 2,236.50
	55 Series Exit Devices / Rim	\$ 1,947.60	0%	\$ 1,947.60
	55 Series Exit Devices / CVR	\$ 2,291.40	0%	\$ 2,291.40
	55 Series Exit Devices / Wood Door CVR	\$ 2,599.20	0%	\$ 2,599.20
	55 Series Exit Devices / Fire CVR	\$ 2,566.80	0%	\$ 2,566.80
	55 Series Exit Devices / Fire Wood Door CVR	\$ 2,746.80	0%	\$ 2,746.80
	88 Series Exit Devices / Rim	\$ 1,187.10	0%	\$ 1,187.10
	88 Series Exit Devices / SVR	\$ 1,601.10	0%	\$ 1,601.10
	88 Series Exit Devices / Mortise	\$ 1,534.50	0%	\$ 1,534.50
	88 Series Exit Devices / Fire Rim	\$ 1,457.10	0%	\$ 1,457.10
	88 Series Exit Devices / Fire SVR	\$ 2,134.80	0%	\$ 2,134.80
	88 Series Exit Devices / Fire CVR	\$ 2,191.50	0%	\$ 2,191.50
	88 Series Exit Devices / Fire Mortise	\$ 1,655.10	0%	\$ 1,655.10
	98/99 Series Exit Devices / Rim/HD-EL/L	\$ 1,918.80	0%	\$ 1,918.80
	98/99 Series Exit Devices / EO/US28	\$ 981.00	0%	\$ 981.00
	98/99 Series Exit Devices / CVR	\$ 1,687.50	0%	\$ 1,687.50
	98/99 Series Exit Devices / Wood CVR	\$ 1,842.30	0%	\$ 1,842.30
	98/99 Series Exit Devices / 3 Point Latch	\$ 2,099.70	0%	\$ 2,099.70
	98/99 Series Exit Devices / Mortise	\$ 1,554.30	0%	\$ 1,554.30
	98/99 Series Exit Devices / Fire Rim	\$ 1,328.40	0%	\$ 1,328.40
	98/99 Series Exit Devices / Fire SVR	\$ 1,820.70	0%	\$ 1,820.70
	98/99 Series Exit Devices / Fire CVR	\$ 1,898.10	0%	\$ 1,898.10
	98/99 Series Exit Devices / Fire Wood CVR	\$ 2,116.80	0%	\$ 2,116.80
	98/99 Series Exit Devices / Fire 3 Point Latch	\$ 2,241.00	0%	\$ 2,241.00

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Manufacturer	Description	List	Disc %	Net
	98/99 Series Exit Devices / Fire Mortise	\$ 1,692.00	0%	\$ 1,692.00
	XP98/99 Series Exit Devices / Rim	\$ 1,309.50	0%	\$ 1,309.50
	XP98/99 Series Exit Devices / Fire Rim	\$ 1,435.50	0%	\$ 1,435.50
	INPACT 94/95 Series Exit Devices / CVR	\$ 1,615.50	0%	\$ 1,615.50
	INPACT 94/95 Series Exit Devices / Mortise	\$ 1,860.30	0%	\$ 1,860.30
	INPACT 94/95 Series Exit Devices / Fire CVR	\$ 1,953.00	0%	\$ 1,953.00
	Power Transfer Unit EPT-2	\$ 391.00	0%	\$ 391.00

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Video Surveillance

Manufacturer	Description	List	Disc %	Net
AVIGILON	ACC 5 Enterprise license 1 camera channel	\$ 279.00	0%	\$ 279.00
	ACC 5 Enterprise license 4 camera channels	\$ 959.00	0%	\$ 959.00
	ACC 5 Enterprise license 8 camera channels	\$ 1,901.00	0%	\$ 1,901.00
	ACC 5 Enterprise license 16 camera channels	\$ 3,731.00	0%	\$ 3,731.00
	ACC 5 Enterprise license 24 camera channels	\$ 5,557.00	0%	\$ 5,557.00
	AMAG Symmetry Integration License / NVR	\$ 2,075.00	0%	\$ 2,075.00
	HD NVR Workstation 1.0TB	\$ 1,374.00	0%	\$ 1,374.00
	HD NVR Workstation 2.0TB	\$ 2,179.00	0%	\$ 2,179.00
	HD NVR Workstation 3.0TB	\$ 2,864.00	0%	\$ 2,864.00
	HD NVR Rack Mount 3.0TB	\$ 4,283.00	0%	\$ 4,283.00
	HD NVR Rack Mount 5.0TB	\$ 6,358.00	0%	\$ 6,358.00
	HD NVR Rack Mount 10.0TB	\$ 8,018.00	0%	\$ 8,018.00
	HD NVR Rack Mount 15.0TB	\$ 9,678.00	0%	\$ 9,678.00
	HD NVR Rack Mount 21.0TB	\$ 12,446.00	0%	\$ 12,446.00
	VMA-AS1-16P12 HD Video Appliance 12TB / 16ch	\$ 9,592.00	0%	\$ 9,592.00
	1.0 MP Outdoor Microdome	CFP	0%	CFP
	2.0 MP Outdoor Microdome	CFP	0%	CFP
	1.0 MP Indoor Dome 3-9mm	CFP	0%	CFP
	1.0 MP Indoor Dome 3-9mm IR	CFP	0%	CFP
	1.0 MP Outdoor Dome 3-9mm	CFP	0%	CFP
	1.0 MP Outdoor Dome 3-9mm IR	CFP	0%	CFP
	1.0 MP Pendant Dome 3-9mm	CFP	0%	CFP
	1.0 MP In-Ceiling Dome 3-9mm	CFP	0%	CFP
	1.0 MP Indoor Dome 9-22mm	CFP	0%	CFP
	1.0 MP Outdoor Dome 9-22mm	CFP	0%	CFP
	1.0 MP Pendant Dome 9-22mm	CFP	0%	CFP
	1.0 MP In-Ceiling Dome 9-22mm	CFP	0%	CFP
	1.3 MP LightCatcher Indoor Dome 3-9mm	CFP	0%	CFP
	1.3 MP LightCatcher Outdoor Dome 3-9mm	CFP	0%	CFP
	1.3 MP LightCatcher Pendant Dome 3-9mm	CFP	0%	CFP
	1.3 MP LightCatcher In-Ceiling Dome 3-9mm	CFP	0%	CFP
	2.0 MP Indoor Dome 3-9mm	CFP	0%	CFP
	2.0 MP Indoor Dome 3-9mm IR	CFP	0%	CFP
	2.0 MP Outdoor Dome 3-9mm	CFP	0%	CFP
	2.0 MP Outdoor Dome 3-9mm IR	CFP	0%	CFP
	2.0 MP Pendant Dome 3-9mm	CFP	0%	CFP
	2.0 MP In-Ceiling Dome 3-9mm	CFP	0%	CFP
	2.0 MP Indoor Dome 9-22mm	CFP	0%	CFP



Manufacturer	Description	List	Disc %	Net
	2.0 MP Outdoor Dome 9-22mm	CFP	0%	CFP
	2.0 MP Pendant Dome 9-22mm	CFP	0%	CFP
	2.0 MP In-Ceiling Dome 9-22mm	CFP	0%	CFP
	3.0 MP Indoor Dome 3-9mm	CFP	0%	CFP
	3.0 MP Indoor Dome 3-9mm IR	CFP	0%	CFP
	3.0 MP Outdoor Dome 3-9mm	CFP	0%	CFP
	3.0 MP Outdoor Dome 3-9mm IR	CFP	0%	CFP
	3.0 MP Pendant Dome 3-9mm	CFP	0%	CFP
	3.0 MP In-Ceiling Dome 3-9mm	CFP	0%	CFP
	3.0 MP Indoor Dome 9-22mm	CFP	0%	CFP
	3.0 MP Outdoor Dome 9-22mm	CFP	0%	CFP
	3.0 MP Pendant Dome 9-22mm	CFP	0%	CFP
	3.0 MP In-Ceiling Dome 9-22mm	CFP	0%	CFP
	5.0 MP Indoor Dome 3-9mm	CFP	0%	CFP
	5.0 MP Indoor Dome 3-9mm IR	CFP	0%	CFP
	5.0 MP Outdoor Dome 3-9mm	CFP	0%	CFP
	5.0 MP Outdoor Dome 3-9mm IR	CFP	0%	CFP
	5.0 MP Pendant Dome 3-9mm	CFP	0%	CFP
	5.0 MP In-Ceiling Dome 3-9mm	CFP	0%	CFP
	5.0 MP Indoor Dome 9-22mm	CFP	0%	CFP
	5.0 MP Outdoor Dome 9-22mm	CFP	0%	CFP
	5.0 MP Pendant Dome 9-22mm	CFP	0%	CFP
	5.0 MP In-Ceiling Dome 9-22mm	CFP	0%	CFP
	1.0 MP Box 3-9mm	CFP	0%	CFP
	1.0 MP Box 9-22mm	CFP	0%	CFP
	1.0 MP Box 5-85mm	CFP	0%	CFP
	1.3 MP LightCatcher Box 3-9mm	CFP	0%	CFP
	2.0 MP Box 3-9mm	CFP	0%	CFP
	2.0 MP Box 9-22mm	CFP	0%	CFP
	2.0 MP Box 5-85mm	CFP	0%	CFP
	3.0 MP Box 3-9mm	CFP	0%	CFP
	3.0 MP Box 9-22mm	CFP	0%	CFP
	5.0 MP Box 3-9mm	CFP	0%	CFP
	5.0 MP Box 9-22mm	CFP	0%	CFP
	1.0 MP Bullet IR 3-9mm	CFP	0%	CFP
	1.0 MP Bullet IR 9-22mm	CFP	0%	CFP
	2.0 MP Bullet IR 3-9mm	CFP	0%	CFP
	2.0 MP Bullet IR 9-22mm	CFP	0%	CFP
	3.0 MP Bullet IR 3-9mm	CFP	0%	CFP
	3.0 MP Bullet IR 9-22mm	CFP	0%	CFP
	5.0 MP Bullet IR 3-9mm	CFP	0%	CFP



Manufacturer	Description	List	Disc %	Net
	5.0 MP Bullet IR 9-22mm	CFP	0%	CFP
	1.0 MP Pendant PTZ	CFP	0%	CFP
	2.0 MP Pendant PTZ	CFP	0%	CFP
	1.0 MP In-Ceiling PTZ	CFP	0%	CFP
	2.0 MP In-Ceiling PTZ	CFP	0%	CFP
	8.0 MP Dome 180 degree	CFP	0%	CFP
	8.0 MP Dome 360 degree	CFP	0%	CFP
	8.0 MP Dome 180 degree w/heater	CFP	0%	CFP
	8.0 MP Dome 360 degree w/heater	CFP	0%	CFP
	8.0 MP PRO Box Color	CFP	0%	CFP
	11 MP PRO Box Color	CFP	0%	CFP
	16 MP PRO Box Color	CFP	0%	CFP
	29 MP PRO Box Color	CFP	0%	CFP
	8.0 MP PRO Box Mono	CFP	0%	CFP
	11 MP PRO Box Mono	CFP	0%	CFP
	16 MP PRO Box Mono	CFP	0%	CFP
	29 MP PRO Box Mono	CFP	0%	CFP
	4-Port Analog Encoder	CFP	0%	CFP
	Single Lane LPR Capture 35ft	CFP	0%	CFP
	Single Lane LPR Capture 50ft	CFP	0%	CFP
	Single Lane LPR Capture 75ft	CFP	0%	CFP
	Single Lane LPR Capture 100ft	CFP	0%	CFP
	Dual Lane LPR Capture 40ft	CFP	0%	CFP
	LPR License Module (Single Lane)	CFP	0%	CFP
	LPR License Module Add-on (requires above)	CFP	0%	CFP
	Canon 14mm f/2.8 (PRO Lens)	CFP	0%	CFP
	Sigma 20mm f/1.8 (PRO Lens)	CFP	0%	CFP
	Canon 24mm f/1.4 (PRO Lens)	CFP	0%	CFP
	Sigma 28mm f/1.8 (PRO Lens)	CFP	0%	CFP
	Canon 35mm f/1.4 (PRO Lens)	CFP	0%	CFP
	Canon 35mm f/2.0 (PRO Lens)	CFP	0%	CFP
	Canon 50mm f/1.2 (PRO Lens)	CFP	0%	CFP
	Canon 50mm f/1.4 (PRO Lens)	CFP	0%	CFP
	Canon 50mm f/1.8 (PRO Lens)	CFP	0%	CFP
	Canon 85mm f/1.2 (PRO Lens)	CFP	0%	CFP
	Canon 85mm f/1.8 (PRO Lens)	CFP	0%	CFP
	Canon 100mm f/2.0 (PRO Lens)	CFP	0%	CFP
	Canon 200mm f/2.8 (PRO Lens)	CFP	0%	CFP
	Canon 300mm f/2.8 (PRO Lens)	CFP	0%	CFP
	Canon 400mm f/2.8 (PRO Lens)	CFP	0%	CFP
	Canon 16-35mm f/2.8 (PRO Lens)	CFP	0%	CFP



Manufacturer	Description	List	Disc %	Net
	Sigma 24-70mm f/2.8 (PRO Lens)	CFP	0%	CFP
	Canon 70-200mm f/2.8 (PRO Lens)	CFP	0%	CFP
	Canon 100-400mm f/4.5-5.6 (PRO Lens)	CFP	0%	CFP
	2 Monitor Remote Viewing Client (monitors separate)	CFP	0%	CFP
	4 Monitor Remote Viewing Client (monitors separate)	CFP	0%	CFP
	Surveillance Joystick	CFP	0%	CFP
	Wall Mount for Pendant Cameras	CFP	0%	CFP
	Pole Adapter for Wall Mount	CFP	0%	CFP
	Drop Ceiling Metal Panel	CFP	0%	CFP
	Indoor Elect Box Mounting Plate	CFP	0%	CFP
	Outdoor Mounting Base	CFP	0%	CFP
	Outdoor Pendant Mount	CFP	0%	CFP
	Encoder Rack Mount Bracket	CFP	0%	CFP
	Short PRO Enclosure	CFP	0%	CFP
	Long PRO Enclosure	CFP	0%	CFP
	Short PRO Enclosure heater/blower	CFP	0%	CFP
	Long PRO Enclosure heater/blower	CFP	0%	CFP
	X-Long PRO Enclosure heater/blower	CFP	0%	CFP
	Pedestal/Ceiling Mt for PRO	CFP	0%	CFP
	Pole Mt for PRO	CFP	0%	CFP
	Wall Mt for PRO	CFP	0%	CFP
	Sun Shroud for S PRO Enclosure	CFP	0%	CFP
	Sun Shroud for L PRO Enclosure	CFP	0%	CFP
	Sun Shroud for XL PRO Enclosure	CFP	0%	CFP
PANASONIC	WMPS914 - wall mt powe supply	\$ 434.46	0%	\$ 434.00
	900-4RL Relay bd	\$ 346.00	0%	\$ 270.00
	WV-CW4H Heater unit for CW484 & NW484 cams	\$ 88.00	0%	\$ 88.00
	WV-CW964 SDIII Dome/Complete Drive	\$ 3,242.00	0%	\$ 3,242.00
	WV-CW974 SDIII Dome W/Auto Tracking	\$ 4,828.00	0%	\$ 4,828.00
	WV-LA2R8C3B Lens 2.8mm SWA Aspherical	\$ 138.00	0%	\$ 138.00
	WV-LA4R5C3B Lens 4.5mm WA	\$ 106.00	0%	\$ 106.00
	WV-LC1710 17" LCD monitor w/500 lines res	\$ 1,176.00	0%	\$ 1,176.00
	WV-LC1900 19" LCD monitor SXGA	\$ 1,164.00	0%	\$ 1,164.00
	WV-LD2000A 20" TFT LCD monitor w/450 lins res	\$ 1,285.00	0%	\$ 1,285.00
	WV-LZ61/15 Lens 1/3" motorized 15X 6-90mm AI	\$ 838.00	0%	\$ 838.00
	WV-LZ62/8S Lens 1/3" vari-focal 5-40mm AI	\$ 255.00	0%	\$ 255.00
	WV-LZ80/2 Lens 1/2" manual Zoom 6-12 mm AI	\$ 492.00	0%	\$ 492.00
	WV-LZA61/2S Lens 1/3" varifocal 2X zoom man	\$ 1,420.00	0%	\$ 1,420.00
	WV-LZA62/2 Lens 2.8-6mm varifocal for NP1004	\$ 110.00	0%	\$ 110.00



Manufacturer	Description	List	Disc %	Net
	WV-NF 284 IP color fixed dme camera	\$ 842.00	0%	\$ 842.00
	WV-NF302 1Mp fixed dme camera	\$ 1,045.00	0%	\$ 1,045.00
	WV-NF5C clear dme cover for NF302	\$ 63.00	0%	\$ 63.00
	WV-NF5S smoked dme cover for NF302	\$ 63.00	0%	\$ 63.00
	WV-NM100 network cam w/lens & pan/tilt/zm	\$ 492.00	0%	\$ 492.00
	WV-NP1004 1Mp fixed cam	\$ 1,628.00	0%	\$ 1,628.00
	WV-NP244 std IP cam	\$ 614.00	0%	\$ 614.00
	WV-NP304 1 Mp fixed cam	\$ 920.00	0%	\$ 920.00
	WV-NP472 std IP fixed cam	\$ 1,266.00	0%	\$ 1,266.00
	WV-NS202A std IP cam	\$ 1,440.00	0%	\$ 1,440.00
	WV-NS324 Unitized Hybrid cam	\$ 2,278.00	0%	\$ 2,278.00
	WV-NS954 std IP dme cam	\$ 3,125.00	0%	\$ 3,125.00
	WV-NW484S d/n dme cam	\$ 1,227.00	0%	\$ 1,227.00
	WV-NW484S/09 d/n dme cam w/lens 9-22mm	\$ 1,309.00	0%	\$ 1,309.00
	WV-NW484S/15 d/n dme cam w/lens 15-50mm	\$ 1,386.00	0%	\$ 1,386.00
	WV-NW484S/22 d/n dme cam w/lens 2.2mm	\$ 1,344.00	0%	\$ 1,344.00
	WV-NW964 Dynamic III d/n dme cam	\$ 4,042.00	0%	\$ 4,042.00
	WV-Q105 ceil mt for CS954 & CS574 cam	\$ 116.00	0%	\$ 116.00
	WV-Q106 embedded ceil mt for CS574 cam	\$ 185.00	0%	\$ 185.00
	WV-Q112 Mting Base CW474AF & CW244F	\$ 50.00	0%	\$ 50.00
	WV-Q114 Mting Base for CW474F	\$ 85.00	0%	\$ 85.00
	WV-Q116 embedded ceil mt for CS954	\$ 252.00	0%	\$ 252.00
	WV-Q117 suspended ceil mt for CS954 & 574	\$ 232.00	0%	\$ 232.00
	WV-Q118 Indoor wll mt for CS954 & CS574	\$ 254.00	0%	\$ 254.00
	WV-Q150C wll mt bracket w/clr dme for NS202	\$ 238.00	0%	\$ 238.00
	WV-Q150S wll mt bracket w/smk dme for NS202	\$ 238.00	0%	\$ 238.00
	WV-Q151C resseded ceil mt bracket w/clr dme	\$ 229.00	0%	\$ 229.00
	WV-Q151S resseded ceil mt bracket w/smk dme	\$ 229.00	0%	\$ 229.00
	WV-Q152C ceil sfc mt w/clr dme for NS202A	\$ 136.00	0%	\$ 136.00
	WV-Q152S ceil sfc mt w/smk dme for NS202A	\$ 136.00	0%	\$ 136.00
	WV-Q153 inner dme cvr for NS202A cam	\$ 52.00	0%	\$ 52.00



Network Equipment

Manufacturer	Description	List	Disc %	Net
CISCO	Cisco WS-C3560X-24P-L 24 Port PoE Switch w/Mod	\$ 3,125.00	0%	\$ 3,125.00
D-LINK	D-Link DGS 2010-10P w/DEM311GT F/O Mod	\$ 700.00	0%	\$ 700.00
	D-Link DGS 2010-10P PoE Switch	\$ 497.00	0%	\$ 497.00
	D-Link DGS 310024P PoE Switch	\$ 1,350.00	0%	\$ 1,350.00
	D-Link DGS 3612G SFP Switch	\$ 1,607.00	0%	\$ 1,607.00
	D-Link DEM 311GT Gigabit F/O Module	\$ 231.00	0%	\$ 231.00
	D-Link DGS 312024PC/SI PoE Switch	\$ 1,611.00	0%	\$ 1,611.00
	D-Link DES 3028 Switch	\$ 387.00	0%	\$ 387.00
	D-Link DES 3028P PoE Switch	\$ 675.00	0%	\$ 675.00
	D-Link DES 3052 Switch	\$ 801.00	0%	\$ 801.00
	D-Link DES 3052P PoE Switch	\$ 1,278.00	0%	\$ 1,278.00
	D-Link DES 3228PA PoE Switch	\$ 900.00	0%	\$ 900.00
	D-Link DES 3526 Switch	\$ 360.00	0%	\$ 360.00
	D-Link DES 3528 Switch	\$ 531.00	0%	\$ 531.00
	D-Link DES 3550 Switch	\$ 567.00	0%	\$ 567.00
	D-Link DXS 3227 Switch	\$ 2,430.00	0%	\$ 2,430.00
	D-Link DXS 3227-TAA Switch	\$ 2,628.00	0%	\$ 2,628.00
	D-Link DXS 3227P PoE Switch	\$ 3,150.00	0%	\$ 3,150.00
	D-Link DXS 3250 Switch	\$ 3,600.00	0%	\$ 3,600.00
	D-Link DXS 3250-TAA Switch	\$ 3,807.00	0%	\$ 3,807.00
	D-Link DGS 3100-48 Switch	\$ 1,413.00	0%	\$ 1,413.00
	D-Link DGS 3100-48P PoE Switch	\$ 2,187.00	0%	\$ 2,187.00
	D-Link DGS 3200-10 Switch	\$ 315.00	0%	\$ 315.00
	D-Link DGS 3200-24 Switch	\$ 1,575.00	0%	\$ 1,575.00
	D-Link DGS 3426P PoE Switch	\$ 3,312.00	0%	\$ 3,312.00
	D-Link DGS 3427 Switch	\$ 2,700.00	0%	\$ 2,700.00
	D-Link DGS 3450 Switch	\$ 4,104.00	0%	\$ 4,104.00
	D-Link DES 3010FA Switch	\$ 297.00	0%	\$ 297.00
	D-Link DES 3010FA-TAA Switch	\$ 297.00	0%	\$ 297.00
	D-Link DES 3010GA Switch	\$ 387.00	0%	\$ 387.00
	D-Link DES 3010GA-TAA Switch	\$ 387.00	0%	\$ 387.00
	D-Link DES 3010PA Switch	\$ 423.00	0%	\$ 423.00
	D-Link DES 3010PA-TAA Switch	\$ 423.00	0%	\$ 423.00
	D-Link DES 3226L Switch	\$ 252.00	0%	\$ 252.00
	D-Link DGS 3224TGR Switch	\$ 1,674.00	0%	\$ 1,674.00
	D-Link DXS 3250E Switch	\$ 6,300.00	0%	\$ 6,300.00
	D-Link DXS 3250E-AC Switch	\$ 387.00	0%	\$ 387.00

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Manufacturer	Description	List	Disc %	Net
BLACK BOX	LGB1005A-R2 24-port SFP switch	\$ 900.00	0%	\$ 900.00
TRENDNET	TrendNet 24P Patch Panel w/10 patch cable set	\$ 306.00	0%	\$ 306.00



Intercom

Manufacturer	Description	List	Disc %	Net
AIPHONE	AX-084C CEU w/2-PS2420UL	\$ 1,244.00	0%	\$ 1,244.00
	AX-16SW 16-Door/Sub Add-on selector	\$ 206.00	0%	\$ 206.00
	AX-248C CEU w/2-PS2420UL	\$ 1,811.00	0%	\$ 1,811.00
	AX-320C 32-Door/Sub Add-on Exchange Unit	\$ 1,624.00	0%	\$ 1,624.00
	AX-8M Audio Master Station	\$ 380.00	0%	\$ 380.00
	AX-8MV Audio/Video Master Station	\$ 807.00	0%	\$ 807.00
	AX-8MV-W Audio/Video Master Station White	\$ 904.00	0%	\$ 904.00
	AX-A Indoor Sub Station, Surf or desk mt	\$ 125.00	0%	\$ 125.00
	AX-AN Indoor Sub Station w/privacy	\$ 134.00	0%	\$ 134.00
	AX-B Indoor Sub Station, semi-flush mt	\$ 128.00	0%	\$ 128.00
	AX-BN Indoor Sub Station w/privacy, semi-fl	\$ 137.00	0%	\$ 137.00
	AX-DM Mullion Audio Door Station	\$ 63.00	0%	\$ 63.00
	AX-DV Surf Vandal Video Door Station	\$ 456.00	0%	\$ 456.00
	AX-DVF Flush Vandal Video Door Station, SS	\$ 458.00	0%	\$ 458.00
	AX-DVF-P Flush Vandal Video Door w/HID Prox	\$ 774.00	0%	\$ 774.00
	AX-DV-P Surf Vandal Video Door w/HID Prox	\$ 604.00	0%	\$ 604.00
	AXW-AVR Alternative Connection Adaptor - Rcv	\$ 377.00	0%	\$ 377.00
	AXW-AVT Alternative Connection Adaptor - Trx	\$ 422.00	0%	\$ 422.00
	AXW-AZ Video Adaptor for CCTV Cam and audio	\$ 324.00	0%	\$ 324.00
	AXW-PA1 Paging Adaptor for AX Series	\$ 103.00	0%	\$ 103.00
	LEF-10 10-Call Surf mt Master w/Sel Door Rel	\$ 274.00	0%	\$ 274.00
	LEF-10C 10-Call Semi-Flush mt Master	\$ 308.00	0%	\$ 308.00
	LEF-10C-LD 10-Call Semi-Flush mt Mast Long Dist	\$ 497.00	0%	\$ 497.00
	LEF-10-LD 10-Call Surf mt Master Long Distance	\$ 483.00	0%	\$ 483.00
	LEF-10S 10-Call Surf mt Master w/Sel and All Call	\$ 310.00	0%	\$ 310.00
	LEF-10S-LD 10-Call Surf Mt Mst w/Sel and AC LD	\$ 524.00	0%	\$ 524.00
	LEF-1C 1-Call Semi-Flush Sub Master	\$ 146.00	0%	\$ 146.00
	LEF-3 3-Call Surf mt Master Station	\$ 168.00	0%	\$ 168.00
	LEF-3C 3-Call Semi-Flush mt Master Station	\$ 189.00	0%	\$ 189.00
	LEF-3C-LD 3-Call Semi-Flush mt Mast Long Dist	\$ 353.00	0%	\$ 353.00
	LEF-3L 3-Call Surf mt Mst w/Sel Door Rel	\$ 222.00	0%	\$ 222.00
	LEF-3-LD 3-Call Surf mt Mst Long Dist	\$ 332.00	0%	\$ 332.00
	LEF-3L-LD 3-Call Surf mt Mst w/Sel Door Rel LD	\$ 386.00	0%	\$ 386.00
	LEF-5 5-Call Surf mt Mst w/Sel Door Rel	\$ 243.00	0%	\$ 243.00
	LEF-5C 5-Call Semi-Flush Master Station	\$ 251.00	0%	\$ 251.00
	LEF-5C-LD 5-Call Semi-Flush Master Station LD	\$ 445.00	0%	\$ 445.00
	LEF-5-LD 5-Call Surf mt Mst Long Dist with Rel	\$ 445.00	0%	\$ 445.00
	LEM-1 1-Call Surf mt Master Station	\$ 99.00	0%	\$ 99.00

HOLB SIERRA

HOLB SIERRA CORP.

2045 SHERMAN STREET - HOLLYWOOD - FLORIDA - 33020
DADE - (305) 922-8000 - BR.W. - (954) 922-0475 - (954) 922-5499

INTEGRATED ELECTRONIC SYSTEMS - SALES - SERVICE - INSTALLATION - DESIGN



Manufacturer	Description	List	Disc %	Net
	LEM-1DL 1-Call Surf mt Master w/Door Rel	\$ 137.00	0%	\$ 137.00
	LEM-1DLC 1-Call Surf mt Master w/Door Rel MS	\$ 204.00	0%	\$ 204.00
	LEM-1DLS Access Sentry Set	\$ 184.00	0%	\$ 184.00
	LEM-3 3-Call Surf mt Master Station	\$ 146.00	0%	\$ 146.00



Power Supplies / Suppression

Manufacturer	Description	List	Disc %	Net
ALTRONIX	Altronix 2416 Power Supply	\$ 195.00	0%	\$ 195.00
	Altronix 2408 Power Supply	\$ 80.00	0%	\$ 80.00
	Altronix 244 Power Supply	\$ 79.00	0%	\$ 79.00
	Altronix 1024ULM Power Supply	\$ 560.00	0%	\$ 560.00
	Altronix 600ULM Power Supply	\$ 450.00	0%	\$ 450.00
	Altronix 400ULM Power Supply	\$ 333.00	0%	\$ 333.00
	Altronix 400ULACM Power Supply	\$ 355.00	0%	\$ 355.00
	Altronix 600ULACM Power Supply	\$ 395.00	0%	\$ 395.00
	Altronix 1012ULACM Power Supply	\$ 503.00	0%	\$ 503.00
	Altronix AL300ULPD4 Power Supply	\$ 267.00	0%	\$ 267.00
	Altronix AL300ULPD8 Power Supply	\$ 275.00	0%	\$ 275.00
	Altronix AL300ULXPD16 Power Supply	\$ 331.00	0%	\$ 331.00
	Altronix AL400ULPD4 Power Supply	\$ 304.00	0%	\$ 304.00
	Altronix AL400ULPD8 Power Supply	\$ 312.00	0%	\$ 312.00
	Altronix AL400ULXPD16 Power Supply	\$ 386.00	0%	\$ 386.00
	Altronix AL600ULPD4 Power Supply	\$ 439.00	0%	\$ 439.00
	Altronix AL600ULPD8 Power Supply	\$ 447.00	0%	\$ 447.00
	Altronix AL600ULXPD16 Power Supply	\$ 503.00	0%	\$ 503.00
	Altronix AL1012ULXPD4 Power Supply	\$ 469.00	0%	\$ 469.00
	Altronix AL1012ULXPD8 Power Supply	\$ 477.00	0%	\$ 477.00
	Altronix AL1012ULXPD16 Power Supply	\$ 531.00	0%	\$ 531.00
	Altronix AL1024ULXPD4 Power Supply	\$ 549.00	0%	\$ 549.00
	Altronix AL1024ULXPD8 Power Supply	\$ 558.00	0%	\$ 558.00
	Altronix AL1024ULXPD16 Power Supply	\$ 616.00	0%	\$ 616.00
	Altronix SMP10PM12P4 Power Supply	\$ 373.00	0%	\$ 373.00
	Altronix SMP10PM12P8 Power Supply	\$ 381.00	0%	\$ 381.00
	Altronix SMP10PM12P16 Power Supply	\$ 422.00	0%	\$ 422.00
	Altronix SMP10PM24P4 Power Supply	\$ 553.00	0%	\$ 553.00
	Altronix SMP10PM24P8 Power Supply	\$ 526.00	0%	\$ 526.00
	Altronix SMP10PM24P16 Power Supply	\$ 587.00	0%	\$ 587.00
	Altronix AL300ULPD4CB Power Supply	\$ 267.00	0%	\$ 267.00
	Altronix AL300ULPD8CB Power Supply	\$ 275.00	0%	\$ 275.00
	Altronix AL300ULXPD16CB Power Supply	\$ 331.00	0%	\$ 331.00
	Altronix AL400ULPD4CB Power Supply	\$ 304.00	0%	\$ 304.00
	Altronix AL400ULPD8CB Power Supply	\$ 312.00	0%	\$ 312.00
	Altronix AL400ULXPD16CB Power Supply	\$ 386.00	0%	\$ 386.00
	Altronix AL600ULPD4CB Power Supply	\$ 439.00	0%	\$ 439.00
	Altronix AL600ULPD8CB Power Supply	\$ 447.00	0%	\$ 447.00



Manufacturer	Description	List	Disc %	Net
	Altronix AL600ULXPD16CB Power Supply	\$ 503.00	0%	\$ 503.00
	Altronix AL1012ULXPD4CB Power Supply	\$ 469.00	0%	\$ 469.00
	Altronix AL1012ULXPD8CB Power Supply	\$ 477.00	0%	\$ 477.00
	Altronix AL1012ULXPD16CB Power Supply	\$ 531.00	0%	\$ 531.00
	Altronix AL1024ULXPD4CB Power Supply	\$ 549.00	0%	\$ 549.00
	Altronix AL1024ULXPD8CB Power Supply	\$ 558.00	0%	\$ 558.00
	Altronix AL1024ULXPD16CB Power Supply	\$ 616.00	0%	\$ 616.00
HSC/Ditek	DTK-PVP27B 24VDC BNC Surge Protection	\$ 65.00	0%	\$ 65.00
	DTK-PVPIP IP Data Surge Protection	\$ 116.00	0%	\$ 116.00
	DTK-MRJOE PoE Surge Protection	\$ 71.00	0%	\$ 71.00
	DTK-RM12POE Rk mt 12-port PoE Protection	\$ 661.00	0%	\$ 661.00
	DTK-1TPV 1 Pair UTP Term Strip Protection	\$ 53.00	0%	\$ 53.00
	DTK-2MHL12BWB 12V 20mA Protection	\$ 98.00	0%	\$ 98.00
	DTK-2TPV 2 Pair UTP Term Strip Protection	\$ 84.00	0%	\$ 84.00
	DTK-4TPV 4 Pair UTP Term Strip Protection	\$ 126.00	0%	\$ 126.00
	DTK-8FF 8 Outlet Strip Surge Protector	\$ 26.00	0%	\$ 26.00
	DTK-BU600PLUS 7 Outlet 600VA Batt Backup	\$ 138.00	0%	\$ 138.00
	DTK-RMAC12 12 Outlet Rk mt Surge Protector	\$ 126.00	0%	\$ 126.00
	DTK-1F 120V Single Outlet Protection	\$ 35.00	0%	\$ 35.00
	DTK-3GTP 3 Outlet Surge Protection	\$ 62.00	0%	\$ 62.00
	DTK-DB9RS232 9-Pin 15V RS232 DSUB	\$ 74.00	0%	\$ 74.00
	DTK-DB9RS485 9-Pin 5V RS485 DSUB	\$ 84.00	0%	\$ 84.00
	DTK-DB15RS232 15-Pin 15V RS232 DSUB	\$ 95.00	0%	\$ 95.00
	DTK-DB15RS485 15-Pin 5V RS485 DSUB	\$ 95.00	0%	\$ 95.00
	DTK-DB25RS232 25-Pin 15V RS232 DSUB	\$ 115.00	0%	\$ 115.00
	DTK-DB25RS485 25-Pin 5V RS485 DSUB	\$ 115.00	0%	\$ 115.00
	DTK-MRJ45C5E 4 Pair RJ45 In/Out Mod Jack	\$ 73.00	0%	\$ 73.00
	DTK-MRJ45CEGP 4 Pair RJ45 In/Out w/Ground	\$ 116.00	0%	\$ 116.00
	DTK-MRJ45C5EM 4 Pair RJ45 In/Out Cat5E Mod	\$ 61.00	0%	\$ 61.00
	DTK-MRJ45XM 4 pair 14V RJ45 In/Out Module	\$ 48.00	0%	\$ 48.00
	DTK-MRJ45LVM 4 Pair 30V RJ45 In/Out Module	\$ 48.00	0%	\$ 48.00
	DTK-RM12FP 12 Position Face Plate	\$ 110.00	0%	\$ 110.00
	DTK-MRJ45DSL 4 Pair RJ45 for DSL lines	\$ 89.00	0%	\$ 89.00
	DTK-RM12C5 12 port RJ45 In/Out Rk mt	\$ 540.00	0%	\$ 540.00
	DTK-RM16C5 16 port RJ45 in/Out Rk mt	\$ 590.00	0%	\$ 590.00
	DTK-120SR 120V 20A Hybrid	\$ 125.00	0%	\$ 125.00
	DTK-120S15A 120V 15A Hybrid	\$ 115.00	0%	\$ 115.00
	DTK-120S20A 120V 20A Hybrid	\$ 115.00	0%	\$ 115.00
	DTK-120HW 120V 15A Parallel Protector	\$ 56.00	0%	\$ 56.00
	DTK-120/240HW 120/240V 15A Parallel Protect	\$ 65.00	0%	\$ 65.00

HOLB SIERRA

HOLB SIERRA CORP.

2045 SHERMAN STREET • HOLLYWOOD • FLORIDA • 33020
DADE • (800) 871-6000 • BRW • (954) 922-2476 • (954) 922-5499

• INTEGRATED ELECTRONIC SYSTEMS • SALES • SERVICE • INSTALLATION • DESIGN •

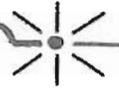


Manufacturer	Description	List	Disc %	Net
	DTK-240HW 240V 15A Parallel Protector	\$ 53.00	0%	\$ 53.00
	DTK-DRP16 16 Chan DVR Protector	\$ 950.00	0%	\$ 950.00
	DTK-DRPMBK Rk mt hardware for DRP16	\$ 36.00	0%	\$ 36.00
	DTK-RM16NM 16 Chan Rk mt Video Line Prot	\$ 386.00	0%	\$ 386.00
	DTK-4VP 4 Chan BNC Video Protection	\$ 158.00	0%	\$ 158.00
	DTK-IVSPA CATV Single Feed In-Line Protection	\$ 56.00	0%	\$ 56.00
	DTK-VSPA CATV Single Feed Protection	\$ 59.00	0%	\$ 59.00
	DTK-VSPA2 CATV Dual Feed Protection	\$ 92.00	0%	\$ 92.00
	DTK-LV/D/CR Surge Protection	\$ 95.00	0%	\$ 95.00
TRIPPLITE	Tripplite OmniBC Pro 1500 BUPS, rk mt	\$ 370.00	0%	\$ 370.00
YUASA	4AH BUPS	\$ 56.00	0%	\$ 56.00
	7AH BUPS	\$ 78.00	0%	\$ 78.00



HSC Custom Hardware / Services

Manufacturer	Description	List	Disc %	Net
HSC	HSC-8KBX-SCH Schlage keybox	\$ 2,155.00	0%	\$ 2,155.00
	HSC-8KBX keybox	\$ 1,895.00	0%	\$ 1,895.00
	HSC-BDGKIT AMAG badging kit w/PRO client	\$ 1,140.00	0%	\$ 1,140.00
	HSC-DTC1250e Badging Printer w/ribbon	\$ 1,625.00	0%	\$ 1,625.00
	HSC-DTC1000 Ribbon Cartridge	\$ 75.00	0%	\$ 75.00
	HSC Custom Fencing through sub-contracting	CUSTOM	0%	CFP
	HSC-484S surface mt door monitor cam	\$ 1,090.00	0%	\$ 1,090.00
	HSC - LR100FRK motor latch kit	\$ 405.00	0%	\$ 405.00
	HSC Crashbar Electrification kit	\$ 850.00	0%	\$ 850.00
	HSC-8086-S alm accessway, w/std hardware	\$ 12,680.00	0%	\$ 12,680.00
	HSC-8086-E alm accessway, w/elc hardware	\$ 14,565.00	0%	\$ 14,565.00
	HSC-APB8/1 Picket Style Barrier, Aluminum	\$ 98.00	0%	\$ 98.00
	HSC Mounting Box 3x3	\$ 380.00	0%	\$ 380.00
	HSC-DNIB-SMJA-series IC	\$ 170.00	0%	\$ 170.00
	HSC -RICM-P surface mt encl for reader/IC - Plexi	\$ 78.00	0%	\$ 78.00
	HSC Liftmaster 585 Series Gate Operator w/per	\$ 2,800.00	0%	\$ 2,800.00
	HSC F/O IC Trx/Rcr set w/ supply	\$ 1,216.00	0%	\$ 1,216.00
	HSC F/O CL-T/R Trx/Rcvr Set	\$ 789.00	0%	\$ 789.00
	HSC KBC Networks FTL1M2MLA Fiber/Ethernet	\$ 250.00	0%	\$ 250.00
	HSC AGP gooseneck pedestal, aluminum	\$ 340.00	0%	\$ 340.00
	HSC LCN 4041 Series Doorcloser, US28D finish	\$ 390.00	0%	\$ 390.00
	HSC Schlage ND96PDEU Electric Handset	\$ 649.00	0%	\$ 649.00
	HSC HES1006CDB strike for deadbolt hrdwre	\$ 478.00	0%	\$ 478.00
	HSC HES1006 Mortise Strike for LB w/strike plate	\$ 543.00	0%	\$ 543.00
	HSC HES5000 Electric Strike 12V	\$ 233.00	0%	\$ 180.00
	HSC HES8000 Electric Strike 12V	\$ 288.00	0%	\$ 288.00
	HSC HES9600 Rim mt Strike, 630 finish 12VDC	\$ 376.00	0%	\$ 376.00
	HSC 600lb Maglock w/Z bracket	\$ 324.00	0%	\$ 324.00
	HSC Alarm Controls 1200lb Maglock	\$ 175.00	0%	\$ 175.00
	HSC Alarm Controls REX Button	\$ 95.00	0%	\$ 95.00
	HSC Wall Mt 4RU Rack	\$ 95.00	0%	\$ 95.00
	HSC A/S 300 Series Wall mt rack w/door	\$ 852.00	0%	\$ 852.00
	HSC Quest 410 Series Svr Enc, fl mt w/door	\$ 1,100.00	0%	\$ 1,100.00
	HSC - 35RUC-LD Flr mtd Rack cabinet, w/locking dr	\$ 1,725.00	0%	\$ 1,725.00
	HSC - AE150 Auto Egress Device, wall mt	\$ 146.00	0%	\$ 146.00
	HSC - DC, door contact, sfc mt	\$ 10.00	0%	\$ 10.00
	HSC - 12126TC, Terminal cabinet w/bck plate	\$ 138.00	0%	\$ 138.00
	HSC - 24246TC, Terminal cabinet w/bck plate	\$ 276.00	0%	\$ 276.00



Manufacturer	Description	List	Disc %	Net
	HSC -EJB124, Environmental multi-functn J box	\$ 42.00	0%	\$ 42.00
	HSC-996L exterior lever trim, satin aluminum	\$ 399.00	0%	\$ 399.00
	HSC - DSA door sentry annunciator kit	\$ 180.00	0%	\$ 180.00
	HSC SMDK - Door kit power transfer, sfc mt	\$ 67.00	0%	\$ 67.00
	HSC-LDRK - Door release kit, wall or counter mt	\$ 78.00	0%	\$ 78.00
	HSC Ana Camera Pak type XIX -ptz/int/ceil	\$ 2,518.00	0%	\$ 2,518.00
	HSC IP Camera Pak type XV	\$ 1,053.00	0%	\$ 1,053.00
	HSC IP Camera Pak type XVI	\$ 1,086.00	0%	\$ 1,086.00
	HSC IP Camera Pak type XXVII	\$ 804.00	0%	\$ 804.00
	HSC IP Camera Pak type XXXII	\$ 1,152.00	0%	\$ 1,152.00
	HSC IP Camera Pak type XXXIII	\$ 1,185.00	0%	\$ 1,185.00
	HSC VDMKT-1 Video Door Monitor Kit	\$ 670.00	0%	\$ 670.00
	HSC PM-EXT Camera Pole mount, exterior w/kit	\$ 88.00	0%	\$ 88.00
	HSC-23MK 23" Monitor with peripherals	\$ 460.00	0%	\$ 460.00
	HSC-27MK 27" Monitor with peripherals	\$ 520.00	0%	\$ 520.00
	HSC-32MK 32" Monitor with peripherals	\$ 700.00	0%	\$ 700.00
	HSC 1218SB 12x18 Mounting Plate	\$ 52.00	0%	\$ 52.00
	HSC 1818SB 18x18 Mounting Plate	\$ 75.00	0%	\$ 75.00
	HSC 2424SB 24x24 Mounting Plate	\$ 95.00	0%	\$ 95.00
	HSC Cat5 Patch Cable	\$ 5.00	0%	\$ 5.00
	HSC Server Support Rack Shelf	\$ 75.00	0%	\$ 75.00
	Plenum Control Cable @ \$2.30/ft	\$ 2.30	0%	\$ 2.30
	PVC Grounding Cable @ \$.90/ft	\$ 0.90	0%	\$ 0.90
	Plenum LDP/Sec Cable @1.60/ft	\$ 1.60	0%	\$ 1.60
	Plenum Ctrl/Rdr Cable @ \$4.80/ft	\$ 4.80	0%	\$ 4.80
	UDR Fiber Optic Cable @ \$470/100ft	\$ 4.70	0%	\$ 4.70
	3/4"EMT/W/AC	\$3.50/ft	0%	\$3.50/ft
	1"EMT	\$ 4.50/ft	0%	\$ 4.50/ft
	1 1/4"EMT	\$ 6.20/ft	0%	\$ 6.20/ft
	1 1/2"EMT	\$ 7.60/ft	0%	\$ 7.60/ft
	3/4" IMC	\$ 4.70/ft	0%	\$ 4.70/ft
	1 1/4" IMC	\$ 8.50/ft	0%	\$ 8.50/ft
	1 1/2" IMC	\$9.50/ft	0%	\$9.50/ft

EXHIBIT B



INTEGRATED ELECTRONIC SYSTEMS SALES SERVICE INSTALLATION DESIGN

15-Jul-15

City of Pompano Beach
100 W Atlantic Blvd
Pompano Beach, FL

Attn: Jerry Criscito
Re: 14C-33W, Installation & Replacement of Video Surveillance Systems &
Card Access
From: Matt White
Project: Pompano Beach Water Treatment
Title: Systems Proposal

Jerry:

In accordance with the contract documents for the above referenced bids, below is the summation of the costs for the above to include labor and materials (turnkey project).

1	CCTV Field Equipment	\$	31,806
2	Headend Control Systems	\$	157,293
3	Field Installation of Cable	\$	12,880
4	Conduit / Trenching	\$	2,520
5	Fencing	\$	14,500
6	Permits and Contingency Allowance	\$	20,000
	Total	\$	238,999

Please see attached literature for additional detailed breakdown.

All COPB furnished raceway system to be clear, correct, and provided with pullstring. Any work required to correct defects or deficiencies are in addition to the proposal amount. COPB to provide any network connectivity and and 110VAC power as required. COPB to provide all underground raceway between buildings.

Date: 6-May-15

Project: Pompano Beach Water Treatment
Title: Headend Control Systems

item	Quantity	Description	net	Price
10		Altronix AL400ULACM Access Control PS w/FAC	\$ 246 \$	2,460
		AMAG M2150-AC8/4 I/O Module	\$ - \$	-
9		AMAG M2150-8RDR-IPW-PACK incl peripherals	\$ 2,460 \$	22,140
1		AMAG M2150-4RDR-IPW-PACK incl peripherals	\$ 1,940 \$	1,940
61		AMAG S830 Prox Card Reader	\$ 155 \$	9,455
1		AMAG Ent-Lic-064-V7-E Licensing	\$ 2,623 \$	2,623
8		HSC KBC Networks FTL1M2MLA Fiber/Ethernet Media Cor	\$ 250 \$	2,000
2		HSC Alarm Controls 1200lb Maglock	\$ 175 \$	350
15		HSC HES 8000 Electric Strike	\$ 140 \$	2,100
14		HSC HES 9600 Rim Strike ES	\$ 376 \$	5,264
28		HSC HES 1006 Mortise ES w/ plate	\$ 543 \$	15,204
71		HSC Door Contacts - Generic	\$ 8 \$	568
4		HSC Crashbar Electrification Kit	\$ 850 \$	3,400
61		HSC Auto-Egress Motion Detector (PIR)	\$ 118 \$	7,198
2		HSC Alarm Controls Request to Exit (REX) Button	\$ 90 \$	180
		HSC Aluminum Vehicle Gooseneck Reader Mt	\$ - \$	-
		HSC TrendNet 24P Patch Panel	\$ - \$	-
		HSC - Cat5 Patch Cables	\$ - \$	-
		HSC Linear D-2R 2-channel Wireless Receiver	\$ - \$	-
		HSC Linear D-22B 2-channel Wireless Transmitters	\$ - \$	-
2		HSC Triplite OmniBC Pro 1500 BUPS, rk mt	\$ 325 \$	650
4		HSC Wall Mt 4RU Rack	\$ 95 \$	380
1239		Labor svcs, Installation, Relocate, Configure/Reconfigure	\$ 45 \$	55,755
1		Misc hardware,connectors,cable,	\$ 150 \$	150
		HSC A/S 300 Series Enclosure, wall mt w/door	\$ - \$	-
		Server Support Rack Shelf	\$ - \$	-
		Ditek Surge Suppression for Video 12 pos / power cords	\$ - \$	-
		Avigilon NVR Gateway License	\$ - \$	-
		HSC Avigilon NVR Server 5.0 TB	\$ - \$	-
2		HSC Avigilon NVR Server 10.0 TB	\$ 8,018 \$	16,036
		HSC Avigilon NVR Server 15.0 TB	\$ - \$	-
		HSC Avigilon NVR Server 21.0 TB	\$ - \$	-
8		HSC Avigilon NVMS 4 channel NVR Software	\$ 959 \$	7,669
		HSC Avigilon Surveillance PTZ Joystick	\$ - \$	-
		HSC Avigilon POE extender	\$ - \$	-
		HSC Avigilon 4-port Video Encoder	\$ - \$	-
		HSC Avigilon Encoder Rk Mt	\$ - \$	-
4		HSC D-Link DGS1210-10P PoE switch w/DEM311GT F/O M	\$ 655 \$	2,620
		HSC D-Link DGS1210-10P PoE switch, copper trx	\$ - \$	-
1		HSC D-Link DGS312024PC/SI 24p Gb PoE Switch	\$ 1,611 \$	1,611
		HSC D-LinkDGS3612G 12-SFP F/O switch	\$ - \$	-
		HSC D-Link DEM311GT Gigabit Fiber Mod	\$ - \$	-
			\$	157,293

Date: 6-May-15

Project: Pompano Beach Water Treatment
Title: Camera Location and Type

Num.	Description	Type	Installed Cost
1	Membrane South Entrance	XXXII	\$ 1,152
2	Membrane South Parking	XV	\$ 1,053
3	Membrane South Walkway	XXVII	\$ 804
4	Membrane E	XV	\$ 1,053
5	Membrane Central Area	XXXII	\$ 1,152
6	Membrane Central Area 2	XXXII	\$ 1,152
7	Filter SW Gate	XXXIII	\$ 1,185
8	Filter S Entrance	XXXIII	\$ 1,185
9	Filter S	XXXIII	\$ 1,185
10	Filter S Driveway	XXXII	\$ 1,152
11	Filter S Driveway 2	XXXII	\$ 1,152
12	Filter W Drive	XXXII	\$ 1,152
13	Filter W	XXXII	\$ 1,152
14	Pump SW	XV	\$ 1,053
15	Pump W	XV	\$ 1,053
16	Pump E	XVI	\$ 1,086
17	Pump NW Drive	XXXII	\$ 1,152
18	Pump NW	XVI	\$ 1,086
19	Pump NW 2	XVI	\$ 1,086
20	Sludge E Drive / Lot	XXXII	\$ 1,152
Page Total			\$ 22,197

Date: 5/6/15

Project: Pompano Beach Water Treatment
Title: Cable/Conduit/Trenching

Item	Description	Amount	Total
I	Total Cable Footage	0 ft	
	PVC Grounding Cable @ \$.90/ft	0 ft	\$ -
	Plenum Access Control Cable @ \$0.70/ft	9200 ft	\$ 6,440
	Plenum Video Cable @ \$0.70/ft	4500 ft	\$ 3,150
	UDR F/O Cable @ 3.70/ft	700 ft	\$ 3,290
			<hr/>
			\$ 12,880
II	Conduit		
	3/4" Feet @ \$ 3.50 / ft	0 ft	\$ -
	3/4" PVC Feet @ \$ 3.50 / ft	0 ft	\$ -
	1" Feet @ \$ 4.20 / ft	0 ft	\$ -
	1 1/4" Feet @ \$ 5.60 / ft	0 ft	\$ -
	1 1/2" Feet @ \$ 6.20 / ft	0 ft	\$ -
	3/4" IMC Feet @ \$ 4.20 / ft	600 ft	\$ 2,520
	1 1/4" IMC Feet @ \$ 7.20 / ft	0 ft	\$ -
	1 1/2" IMC Feet @ \$ 8.00 / ft	0 ft	\$ -
			<hr/>
			\$ 2,520

**PROPOSAL
ANYTHING IN FENCE
1207 S. SWINTON AVE.
DELRAY BEACH, FL. 33444
(561)274-4300
FAX (561)274-8900**

5/13/14
CITY OF POMPANO BEACH

ATTN; JERRY CRISCITO (954)545 – 7039; jerry.criscito@copbfl.com

RE;CITY OF POMPANO - 1205 NE 5TH AVENUE

PROVIDE LABOR & MATERIALS TO INSTALL:

- 84L/FT OF 8' HIGH 6 GAUGE BLACK CHAIN LINK FENCE WITH 3 STRANDS OF BARB WIRE
- 84L/FT OF 1-5/8" SCHEDULE 40 BLACK TOP RAIL
- 2 – 3" SCHEDULE 40 BLACK TERMINAL POLES
- 7 – 2-1/2' SCHEDULE 40 BLACK LINE POLES
- 3 – 4" SCHEDULE 40 BLACK GATE POLES
- 1 – (8'+1') X 24' CANTILEVER GATE
- 1 CHAMBERLIN CSL 24v SLIDE GATE OPERATOR WITH A BATTERY BACK-UP AND A LONG RANGE RADIO RECEIVER
- 1 – CONCRETE PAD FOR GATE OPERATOR
- 1 – SAFETY PHOTO EYE
- 1 – FREE OUT EXIT LOOP
- 1 – SAFETY LOOP
- 1 – AIRPHONE INTERCOM OUTSIDE STATION
- 1 – AIRPHONE INSIDE STATION
- 1 – PEDESTAL FOR INTERCOM
- 1 – FIRE KNOX KEY SWITCH
- 1 – KEY SWITCH FOR GATE ACCESS

NOTES;

- 1 – ENGINEERING AND PERMIT FEES BY OTHERS
- 2 – ALL ELECTRIC AND CONDUIT BY OTHERS
- 3 – DAMAGE TO CONCRETE, CONCRETE CURBS, ETC., TO BE REPAIRED BY OTHERS

PAYMENT TO BE MADE AS FOLLOWS NET 30 _____

AUTHORIZED
SIGNATURE

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE HEREBY AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

DATE OF ACCEPTANCE _____ SIGNATURE _____

Water Treatment Plant Security Walk Through

1. Install card reader and motion detection surveillance camera at front entrance.
2. Install card reader and motion detection surveillance camera at the lab entrance.
3. Install card reader at staircase #3.
4. Install card reader at staircase #2.
5. Cameras in main lobby area.
6. Install card reader on laboratory internal entrance.
7. Install card reader on internal entry to the control room from the membrane plant.
8. Install High definition monitors in Control Room
9. Install card reader into internal entry to laboratory vestibule area from the membrane plant.
10. Install card reader to storage area of membrane plant which leads to the generator room.
11. Install card reader to the membrane generator room.
12. Install fencing and gates between the Membrane Plant and the Old Water treatment Plant to allow WTP access only to authorized vehicles and personnel.
13. Install card reader to external entry to the membrane room (single door on north side).
14. Install card readers to all the external doors (4) of the chemical rooms.
15. Install card readers on (2) external entries. One to generator room and the other to the switch gear room (north side). Until card readers are installed keep these doors locks locked at night.
16. Install card reader to southeast entry to membrane building.
17. Add cameras to monitor all gates.
18. Install cameras on the eastern side of the property by the transfer station.
19. Install card readers to the east entry and ammonia room of the old water treatment plant.
20. Motion detected surveillance camera's installed along the entire North perimeter fence line.
21. Motion detected surveillance camera's installed along the entire West perimeter fence line.
22. Motion detected surveillance camera's installed along the entire East perimeter fence line. Trees along the entire fence line need to be trimmed and/or removed if facilitating entry into plant.
23. Install card reader to the main entry of the old water treatment plant.



Figure 1



Figure 2



Figure 3



Figure 4



Figure 5

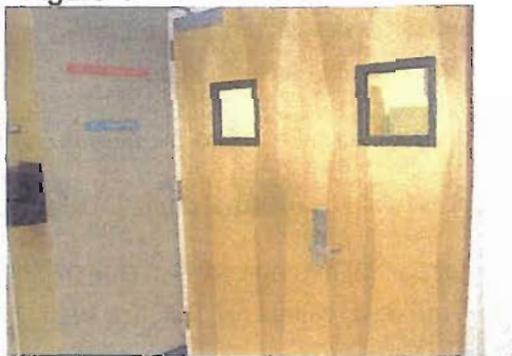


Figure 6



Figure 7



Figure 8



Figure 9



Figure 10



Figure 11



Figure 12



Figure 13



Figure 14



Figure 15



Figure 16



Figure 17



Figure 18



Figure 19



Figure 20



Figure 21



Figure 22



Figure 23



Surveillance Camera Layout

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

OP ID: LEGO

DATE (MM/DD/YYYY)

05/21/2015

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 Avante Insurance Agency, Inc. 7490 West Flagler Street Miami, FL 33144 Gabriela F. Dominguez	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No.): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: HOLBS-1	
	INSURER(S) AFFORDING COVERAGE	
INSURED Holb Sierra Corporation 2045 Sherman Street Hollywood, FL 33020	INSURER A: Technology Insurance Company	NAIC # 42376
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 GENTL 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 - COMPROP 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			APPROVED RISK MANAGEMENT ON: _____ BY: <i>JFM</i>			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TWC3444593	12/01/2014	12/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER CITYPO1 City of Pompano Beach Risk Manager P.O. Box 1300 Pompano Beach, FL 33061	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Gabriela Dominguez</i>

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Policy Number: SE-CGL-000019434-03

Date Entered: 10/20/2014

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/12/2014

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Authority, Inc. 8921 W OAKLAND PARK BLVD SUNRISE, FL 33351-7217	CONTACT NAME: STEVE JAROCKI
	PHONE (INC. No. Ext): (954) 742-0123 FAX (AG. No.): (954) 748-2340 E-MAIL ADDRESS: sales@insauth.com
INSURED HOLD-SIERRA CORP. # 54279 2045 SHERMAN STREET HOLLYWOOD, FL 33020 5-21-15 CL	INSURER(S) AFFORDING COVERAGE
	INSURER A: FIRST MERCURY INSURANCE COMPANY
	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	ADOL. USED	SUBR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			SE-CGL-00001943403	10/20/2014	02/20/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AOO \$ 1,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	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 UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEO <input type="checkbox"/> RETENTION \$			APPROVED RISK MANAGEMENT ON: 05/21/15 BY: JTM			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 LOW VOLTAGE SECURITY INSTALLATIONS
 \$1,000 DEDUCTIBLE APPLIES TO I, PD & PI/AI, INCLUDING LAE
 *POLICY FORM: CVX-GL (07/01) ERRORS & OMISSIONS
 CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED ON THE ABOVE GENERAL LIABILITY POLICY

CERTIFICATE HOLDER	CANCELLATION
CITY OF POMPANO BEACH P.O. BOX DRAWER 1300 POMPANO BEACH, FL 33061 ATTN: RISK MANAGER	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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ACORD 25 (2014/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2015

PRODUCER

State Farm Insurance
Brice B. Brown Ins Agcy
611 S. Federal Hwy
Ft. Lauderdale, FL 33301



INSURED

Holb-Sierra Corporation
2045 Sherman Street
Hollywood, FL 33020

THIS CERTIFICATION 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.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Fire and Casualty Company 25143

25143

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.

INSR ADD'L LTR INSRS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (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"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	244 4795-C01-59E 2012 DODGE CARAVAN VIN# 2C4R	03/01/2015	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 300,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ 500,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	APPROVED RISK MANAGEMENT ON: 05/26/15 BY: JFM			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> OTH ER <input type="checkbox"/> 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

CERTIFICATE HOLDER

City of Pompano Beach
Risk Manager
P.O. Box 1300
Pompano Beach, FL 33061

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

ACORD 25 (2009/01)

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1001486 132849.3 04-06-2009



CITY OF POMPANO BEACH
BUDGET ADJUSTMENT

ORIGINATING DEPT.

Utilities

DATE

07/22/15

ACCOUNT DESCRIPTION	FND	DP	DV	SUB	EL	OB	AVAILABLE FUNDS	CURRENT BUDGET	* INCREASE	* DECREASE	REVISED BUDGET
Construction ^{WTP CIP 05887}	420	72	65	533	65	12	208,079			149,000	
Outside Consulting Design ^{WTP SC CIP 14233}	420	75	11	533	65	03	100,000		149,000		
* USE WHOLE DOLLARS ONLY								TOTAL	149,000	149,000	

REASON

WATER PLANT Security Project CIP 14233

[Signature] 7/22/15
Department Head Date

- Adjustment is within total budget of department - Yes No
- Adjustment requires only City Manager approval - Yes No
- Adjustment requires City Commission approval - Yes No

Adjustment approved at City Commission Meeting of _____

<i>[Signature]</i> 7/22/15 Finance Director	Date	Budget Office	Date	City Manager	Date	AUDITED BY <i>[Signature]</i> 7/22/15	INPUT BY	CONTROL NO.
--	------	---------------	------	--------------	------	---------------------------------------	----------	-------------

Meeting Date: July 28, 2015

Agenda Item 8

REQUESTED COMMISSION ACTION:

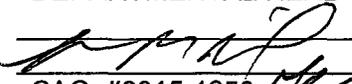
Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, , RESCINDING RESOLUTION NO. 2015-345, AND DECLARING SURPLUS AND EXPRESSING THE DESIRE OF THE CITY OF POMPANO BEACH TO SELL FOUR PARCELS OF REAL PROPERTY LYING WEST OF NW 27TH AVENUE AND BETWEEN NW 6TH STREET AND NW 6TH COURT AND COMMONLY REFERRED TO AS 601 NW 27TH AVENUE, POMPANO BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Summary: The City of Pompano Beach declares the property at 601 NW 27th Avenue a surplus property and does hereby express its desire to sell the property, in accordance with the provisions of the City Charter. Section 253 of the Pompano Beach Charter determines that there are no improvements located on the above-described land. The parcel was acquired by the City in 2006, at that time there was a 2-story apartment building on site; however, there were several Code and building violations on the property and the apartment building was demolished in 2007. Since 2007, the site was restored with sod and remained vacant. If approved, the bid opening for public sale will be held on September 8, 2015. The property is located within the NW CRA, and the previous resolution did not provide sufficient notice as required per Florida State Statutes.

- (1) Origin of request for this action: City Manager's Office
- (2) Primary staff contact: Daniel Keester/ Robin Bird Ext. 5541
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	5/29/2015	Approval	
City Attorney		Prepared Resolution	CAC: #2015-1250 

Advisory Board

City Manager  Dennis A. Bead

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-1250
July 10, 2015

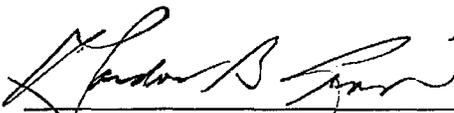
TO: Daniel T. Keester, Planner
FROM: Gordon B. Linn, City Attorney
RE: Sale of Surplus Property – 601 NW 27th Avenue

As requested in your memorandum of July 9, 2015, Development Services Administrative Report No. 15-372, I have prepared and attached the following form of Resolution captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, , RESCINDING RESOLUTION NO. 2015-345, AND DECLARING SURPLUS AND EXPRESSING THE DESIRE OF THE CITY OF POMPANO BEACH TO SELL FOUR PARCELS OF REAL PROPERTY LYING WEST OF NW 27TH AVENUE AND BETWEEN NW 6TH STREET AND NW 6TH COURT AND COMMONLY REFERRED TO AS 601 NW 27TH AVENUE, POMPANO BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.

I am also attaching a Notice of Sale of Surplus Property and Bid Specifications. As this property is in the CRA area, I am also attaching a Supplemental Notice of Sale of Surplus Property in accordance with Florida Statute Chapter 163.

Please ensure that the date of the bid opening is inserted into the resolution prior to presentation to the City Commission. Also, please insert the proper dates in the other documentation. In accordance with the City Charter, at any time not less than 30 days, nor more than 60 days, after adoption of the resolution, the land shall be offered for sale to the public, and a notice shall be published by the city in a newspaper of general circulation in the city for two issues before such date of sale, with the first publication not less than 10 days before the date of sale, and the second publication one week after the first.



GORDON B. LINN

GBL/jm
L:surplus/2015-963

Attachments

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, , RESCINDING RESOLUTION NO. 2015-345, AND DECLARING SURPLUS AND EXPRESSING THE DESIRE OF THE CITY OF POMPANO BEACH TO SELL FOUR PARCELS OF REAL PROPERTY LYING WEST OF NW 27TH AVENUE AND BETWEEN NW 6TH STREET AND NW 6TH COURT AND COMMONLY REFERRED TO AS 601 NW 27TH AVENUE, POMPANO BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Resolution No. 2015-345, a copy of which is attached hereto as Exhibit "A," is hereby rescinded in its entirety.

SECTION 2. That the City of Pompano Beach does hereby declare a surplus and does hereby express its desire to sell, in accordance with the provisions of the City Charter, certain parcels of land lying west of NW 27th Avenue and between NW 6th Street and NW 6th Court and commonly referred to as 601 NW 27th Avenue, Pompano Beach, Florida, said property being described as follows:

Lots 665, 666, 667 and 668 of COLLIER CITY, described as follows: the North 2/3 of the South 3/5 of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 33, Township 48 South; Range 42 East, except the West 510 feet; and less the North 25 feet, the East 25 feet and the South 25 feet thereof, said lands situate, lying and being in Broward County, Florida. Also known as 601 NW 27th Avenue.

Folio No. 4842 33 04 3390

SECTION 3. In accordance with Section 253 of the Pompano Beach Charter, the City Commission hereby finds, determines and declares as follows:

- A. That there are no improvements located upon the above-described land.
- B. Said land has not been used by the City for any purpose since it was acquired by the city by Quit Claim Deed on November 7, 2006.
- C. Said land has not been put to any public use since acquired by the city and it is not contemplated that the property will be put to any public purpose in the reasonably foreseeable future.

SECTION 4. 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 September 8, 2015, said date not being less than thirty (30) nor more than sixty (60) days after adoption of this Resolution.

SECTION 5. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/jrm
7/10/15
l:reso/2015-419

P. N. 2015-_____

CITY OF POMPANO BEACH, FLORIDA
NOTICE OF SALE OF SURPLUS PROPERTY

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Resolution No. 2015-_____, passed by the City Commission on July 28, 2015, the City of Pompano Beach, Florida, has declared surplus and hereby offers for sale to the highest and best bidder the following described real property, to wit:

Lots 665, 666, 667 and 668 of COLLIER CITY, described as follows: the North 2/3 of the South 3/5 of the Northeast ¼ of the Northeast ¼ of the Southwest ¼ of Section 33, Township 48 South; Range 42 East, except the West 510 feet; and less the North 25 feet, the East 25 feet and the South 25 feet thereof, said lands situate, lying and being in Broward County, Florida. Also known as 601 NW 27th Avenue.

Folio No. 4842 33 04 3390

The property will be conveyed “as is” by the City subject to a thirty (30) year restriction upon the property as follows:

1. The property shall be occupied solely by persons who meet the following definition of affordable housing: affordable to persons or families earning one hundred twenty (120%) percent or less of average median income for Pompano Beach as determined by the U.S. Department of Housing and Urban Development and who will be required to pay no more than thirty (30%) percent of their income for housing costs based on verifiable income at the time of purchase or initial date of a binding lease agreement.

2. Only single-family homes may be constructed upon the Property and no more than four (4) in number.

Sealed written bids will be received until 4:00 p.m., September 4, 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 September 8, 2015 at 6:00 p.m. in the Commission Chambers, 100 West Atlantic Boulevard, Pompano Beach, Florida, and awarded by the City Commission. All bids must be submitted in strict accord with the terms and conditions of the City of Pompano Beach Bid Specifications, Sale of Surplus Real Property, copies of which may be obtained from the Office of the City Clerk at the aforesaid City Hall.

All interested persons will please take due note of this Notice of Sale of Surplus Property and govern themselves accordingly.

CITY OF POMPANO BEACH, FLORIDA

BY: _____
Asceleta Hammond, City Clerk

PUBLIC NOTICE NO. 2015-____

CITY OF POMPANO BEACH, FLORIDA
SUPPLEMENTAL NOTICE OF SALE OF SURPLUS PROPERTY

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Resolution No. 2015-____, passed by the City Commission on July 28, 2015, the City of Pompano Beach, Florida, has declared surplus and expresses its intent to sell, the following described real property located in a community redevelopment area, to wit:

Lots 665, 666, 667 and 668 of COLLIER CITY, described as follows: the North 2/3 of the South 3/5 of the Northeast ¼ of the Northeast ¼ of the Southwest ¼ of Section 33, Township 48 South; Range 42 East, except the West 510 feet; and less the North 25 feet, the East 25 feet and the South 25 feet thereof, said lands situate, lying and being in Broward County, Florida. Also known as 601 NW 27th Avenue.

Folio No. 4842 33 04 3390

INVITATION TO SUBMIT PROPOSALS FOR THE REDEVELOPMENT AND DISPOSITION OF REAL PROPERTY

Pursuant to Section 163.380 (3), Florida Statutes, the City of Pompano Beach does hereby invite private redevelopers or any interested person to submit proposals for consideration to purchase, redevelop or rehabilitate pursuant to the Community Redevelopment Plan for **above described property**.

Proposal Requirements

The City of Pompano Beach will receive proposals until the end of the 30th day following publication of this notice. The property consists of four lots lying west of NW 27th Avenue and between NW 6th Street and NW 6th Court and sometimes known as 601 NW 27th Avenue.

The City shall consider all redevelopment or rehabilitation proposals and the financial and legal ability of the persons making such proposals to carry them out and may accept such proposal as it deems to be in the best public interest and in furtherance of the Community Redevelopment Plan. The City reserves the right to rate and rank proposals and negotiate with the top ranked proposer(s). The City reserves the right to reject all proposals.

Please submit one signed original and three copies of the narrative description of the proposed development to the following address:

Office of the City Clerk
100 W. Atlantic Blvd.
Pompano Beach, Florida 33060

All interested persons will please take due note of this Notice of Sale of Surplus Property and Invitation to Submit Proposals for the Redevelopment and Disposition of Real Property and govern themselves accordingly.

CITY OF POMPANO BEACH, FLORIDA

BY: _____
ASCELETA HAMMOND, CITY CLERK

BID SPECIFICATIONS, SALE OF SURPLUS REAL PROPERTY
"AS IS"

Pursuant to the provisions of Section 253, Article XXV, Charter of the City of Pompano Beach, Florida, which is Chapter 57-1754, Laws of Florida, Special Acts of 1957, as subsequently amended and supplemented, the City Commission of said City has declared surplus and now offers for sale the following described real property owned by the City, to-wit:

Lots 665, 666, 667 and 668 of COLLIER CITY, described as follows: the North $\frac{2}{3}$ of the South $\frac{3}{5}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33, Township 48 South; Range 42 East, except the West 510 feet; and less the North 25 feet, the East 25 feet and the South 25 feet thereof, said lands situate, lying and being in Broward County, Florida. Also known as 601 NW 27th Avenue.

Folio No. 4842 33 04 3390

This offer to sell is based upon the following terms and conditions:

1. Condition of Property: The Property will be sold in an "as is" condition. City will not warrant the condition of the property or title to the Property.

2. Bid Bond: The amount bid shall be payable in cash, cashier's check or certified check at closing, or the City Commission may by majority vote accept not less than twenty-five (25%) percent cash down payment and the balance in equal annual installments not exceeding five (5) years. All bids shall be accompanied by a bid bond in cash, cashier's check or certified check, in an amount equal to ten (10%) percent of the total bid price, which bond shall be forfeited as liquidated damages in the event a successful bidder fails to comply with or complete the terms of its bid, or the terms of the purchase contract required by Paragraph 2 below, following which neither party shall have any further rights or remedies against the other. The bid bond will be deducted from the amount bid to determine the balance due at closing.

3. Purchase Contract: Forthwith upon the acceptance of a bid by the City Commission, the successful bidder will enter into a contract for the purchase of the property by said bidder, said contract to be prepared by the City Attorney for the City, and to contain the following terms:

A. Title to the Property shall be conveyed by Quit Claim Deed and the deed shall be prepared by the City Attorney at the expense of the City. The property will be conveyed "as is" by the City subject to a thirty (30) year restriction upon the property as follows:

1. The property shall be occupied solely by persons who meet the following definition of affordable housing: affordable to persons or families earning one hundred twenty (120%) percent or less of average median income for Pompano Beach as determined by the U.S. Department of Housing and Urban Development and who will be required to pay no more than thirty (30%) percent of their income for housing costs based on verifiable income at the time of purchase or initial date of a binding lease agreement.

2. Only single-family homes may be constructed upon the Property and no more than four (4) in number.

B. While the status of the title to the Property and environmental concerns should be investigated by Purchaser prior to placing a bid, Purchaser may, at Purchaser's expense, have title to the Property reviewed and have a Phase I environmental audit conducted on the Property prior to the closing date. Any defects in the Property, other than those set forth herein, shall not an object to proceeding with the purchase of the Property.

C. A survey of the property, if required, shall be paid for by the Purchaser.

D. State documentary stamps on the deed shall be paid by the Purchaser.

E. Certified, confirmed and ratified special assessment liens shall be paid by the City at the time of closing. The City represents that there are no pending liens at this time affecting the property which have been made by the City, and to the best of its knowledge there are no other pending liens affecting the property. However, if at the time of closing there shall be new or future pending liens, Purchaser shall assume the same.

F. The Purchaser shall pay the cost of recording the deed.

G. The Purchaser shall pay the cost of his or its own attorneys and title insurance.

H. The Bid Bond will be considered as a good faith deposit and will be deducted from the price bid to determine balance due at closing. Failure to consummate the purchase in accord with the terms of the contract and the bid specifications will result in retention of the good faith deposit by the City as agreed upon liquidated damages accruing to it from such failure, following which neither party shall have any rights and remedies against the other.

I. Closing shall take place within one hundred eighty (180) days from the date of the contract, in the office of the City Attorney. The time for closing shall be extended as may be required to afford the City a reasonable opportunity to cure any defects in title

J. Purchaser is purchasing the Property in an “as is” condition with all faults and without any representation or warranty on the part of the City except as otherwise specified herein. Purchaser is solely responsible for obtaining all necessary development approvals from government entities. City does not represent that any government approval has been given for development on any specific site or parcel. Purchaser represents and warrants to City that Purchaser is relying solely upon its own investigations and inspections of the Property, and as a result, City shall not be obligated to make any modifications to the Property as a condition to Purchaser’s obligation to close.

4. Survival of Bid Specification and Purchase Contract

After Closing: It is understood and agreed that the terms of these bid specifications and of the purchase contract shall survive the conveyance of title, particularly with

respect to any act or event which may take place after such conveyance and which affects the rights of the parties hereto.

5. Sale; Rejection: The property will be sold to the highest and best bidder, if a sale is made, on the terms and conditions herein stated, but the City reserves the right to reject any and all bids.

6. Bids: Sealed bids will be received until 4:00 p.m. September 4, 2015, in the office of the City Clerk, City Hall, 100 West Atlantic Boulevard, Pompano Beach, Florida. The bids will then be publicly opened during the course of the regular City Commission Meeting to be held on that date in the City Commission Chambers, 100 West Atlantic Blvd., Pompano Beach, Florida, It will be the sole responsibility of the bidder to deliver his proposal to the office of the City Clerk on or before the hour and date specified herein.

7. Variances; Informalities: Bidders must submit their proposals strictly in accordance with these specifications. Each variance to these specifications must be specifically stated by the bidder in his bidding proposal and may result in his bid being rejected. The City of Pompano Beach reserves the right to waive any informality in any bid.

8. Period of Effectiveness: All bids shall be effective and binding upon the bidder for a period of ten (10) days from the date of the award and any bid bonds previously deposited shall be returned to the unsuccessful bidders ten (10) days after said award.

9. Certification: The Bidder, by submitting his proposal, certifies that his bid is made without previous understanding, agreement, collusion or connection with any person, firm or corporation making a bid for the same property.

10. Real Estate Brokers: The City has not employed any real estate brokers in connection with the sale of the surplus property being offered herein, nor is it in any way liable

or responsible for any real estate brokerage or other similar commission claimed as the result of any sale made of the property herein offered. Any such real estate brokerage or other similar commission shall be the sole obligation and responsibility of the successful bidder and the City shall not be responsible or liable therefor. The successful bidder shall, concurrent with the execution of the purchase contract, agree to indemnify against and hold the City harmless from any and all such claims or demands for a real estate brokerage or other similar commission which may be made as the result of the sale of property offered hereby and, in the event litigation should result from any such claim, such indemnification and hold harmless agreement shall include any judgment rendered as the result of such litigation and all costs and expenses of such litigation, including, but not limited to, attorney's fees, suit costs, expert fees and all other costs or expenses of whatsoever nature incurred by the City in connection with such litigation, including any appellate litigation.

CITY OF POMPANO BEACH, FLORIDA

DENNIS W. BEACH, CITY MANAGER

GBL/jrm
7/9/15
l:surplus/2015-1248

CITY OF POMPANO BEACH PLAT MAP



<u>2700</u>	<u>2750</u>	<u>2740</u>	<u>2730</u>	<u>2720</u>	<u>2710</u>	<u>2704</u>	
696	695	694	693	692	691	690	689
						688	609
681	682	683	684	685	686		
<u>2751</u>	<u>2741</u>	<u>2731</u>	<u>2721</u>			687	2701

	<u>2690</u>	<u>2650</u>	<u>2644</u>	<u>2638</u>	<u>2632</u>	<u>2626</u>	<u>2620</u>
101		642	641	640	639	638	637
100		625	626	627	628	629	630
<u>2661</u>	<u>2691</u>	<u>2649</u>	<u>2643</u>	<u>2637</u>	<u>2631</u>	<u>2625</u>	<u>2619</u>

Subject Site

<u>2720</u>	<u>2810</u>	<u>2800</u>	<u>2770</u>	<u>2760</u>			
674	673	672	671	670	669	668	
						667	
						666	
659	660	661	662	663	664	665	
<u>2753</u>	<u>2745</u>	<u>2737</u>	<u>2729</u>	<u>2721</u>			

	<u>2694</u>	<u>2690</u>	<u>2640</u>	<u>2630</u>	<u>2636</u>	<u>2610</u>	<u>2626</u>	<u>2620</u>
99			620	619	618	617	616	615
602								
601	603	604	605	606	607	608		
	<u>2649</u>	<u>2643</u>	<u>2637</u>	<u>2631</u>	<u>2625</u>	<u>2619</u>		

<u>2750</u>	<u>2744</u>	<u>2738</u>	<u>2732</u>	<u>2726</u>	<u>2710</u>		646
652	651	650	649	648	647		645
							816
809	810	811	812	813	814	815	817
<u>2749</u>		<u>2741</u>	<u>2733</u>	<u>2725</u>	<u>2719</u>	<u>2711</u>	501

		<u>2650</u>	<u>2644</u>	<u>2638</u>	<u>2632</u>	<u>2626</u>	<u>2620</u>
600		598	597	596	595	594	593
599							
516							
515	517	518	519	520	1	2	3
	<u>2681</u>	<u>2671</u>	<u>2661</u>	<u>2651</u>	<u>2621</u>		<u>2601</u>

<u>2756</u>	<u>2744</u>	<u>2738</u>	<u>2732</u>	<u>2726</u>			818
826	825	824	823	822	821	820	819
							892
885	886	887	888	889	890	891	893
<u>2749</u>		<u>2737</u>	<u>2741</u>		<u>2719</u>	<u>2713</u>	451

	<u>2660</u>	<u>2650</u>	<u>2640</u>	<u>2630</u>	<u>2620</u>	<u>2610</u>	<u>2600</u>	<u>2598</u>
514		513	512	511	510	509	508	507
514-A								
491								
490	492	493	494	495	496	497	498	499
<u>2671</u>	<u>2555</u>	<u>2549</u>	<u>2543</u>	<u>2537</u>	<u>2531</u>	<u>2525</u>	<u>2519</u>	

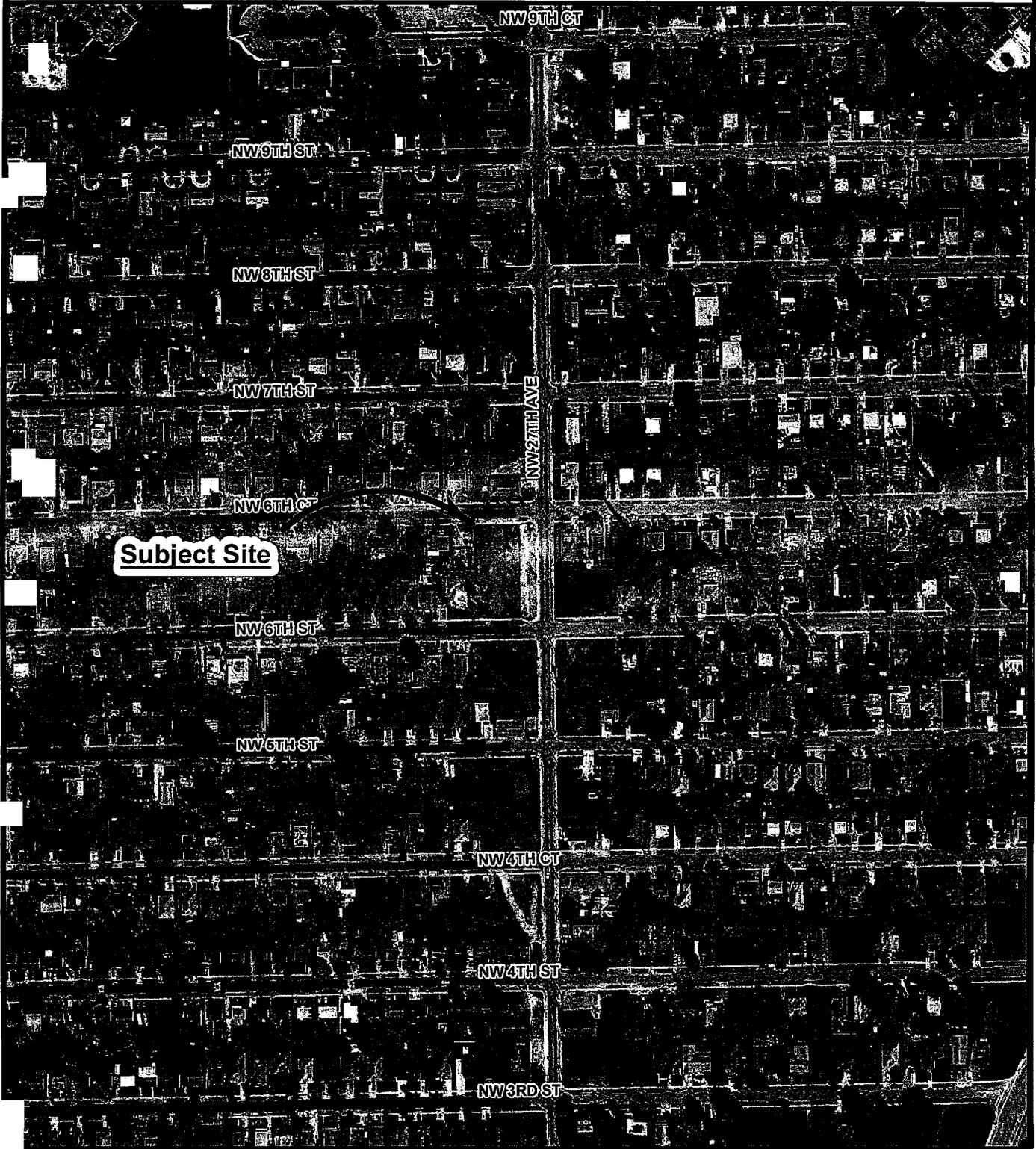
<u>2750</u>		<u>2736</u>	<u>2732</u>	<u>2726</u>	<u>2724</u>	<u>2714</u>	894
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	<u>2670</u>	<u>2556</u>	<u>2550</u>	<u>2546</u>	<u>2536</u>	<u>2532</u>	<u>2580</u>
489							

NTS

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH AERIAL MAP



1 in = 300 ft

6/8/2015

KeeDan

\\GISDBSVR\arcgisserver\directories\arcgisPlanning\All_Maps\P&Z_Packets\2015\PlatMap_NW27Av.mxd

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

Meeting Date: July 28, 2015

Agenda Item 9
Memorandum No. 15-380

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

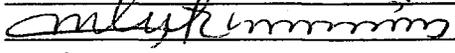
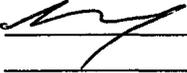
SHORT TITLE OR MOTION: A RESOLUTION ASSESSING AS A LIEN THE CITY'S COST TO ABATE PUBLIC NUISANCES ON REAL PROPERTIES IN THE TOTAL AMOUNT OF \$1,056.74.

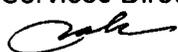
Summary of Purpose and Why:

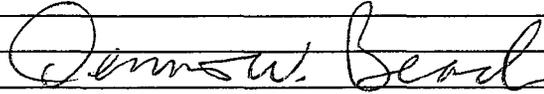
The Code Compliance Division had 3 parcels cleared of nuisance violations through the Nuisance Abatement Program. In that the respective owners have failed to pay for the costs and administrative fees, it is necessary to place a lien against the property. In order to place these liens the City Commission 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	07/14/15	Approved	See Attached Resolution <u>152</u>
Building Division	07/14/15	Approval	
Dev. Services	07/14/15	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
7/10/15
l:reso/2015-421

NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT

Resolution No. 7/28/2015

Date Issue	Case	Owner info	Address/Folio/Legal Desc	Date Abated					
1/26/2015	72602	MORRILL, HOWARD A III PO BOX 483 BOCA RATON, FL 33429	2540 NE 9 Ter POMPANO BEACH, FL 33064 484224160710 CRESTHAVEN NO 6 41-37 B LOT 15 BLK 5	4/6/2015					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	SKKV PROPERTY MAINTENANCE				\$255.75	\$101.00	\$356.75	\$0.00	\$356.75
3/4/2015	75111	BANK OF NEW YORK TRSTEE 4425 PONCE DE LEON BLVD CORAL GABLES, FL 33146	1431 NE 32 Ct POMPANO BEACH, FL 33064 484224180360 CRESTHAVEN NO 8 44-8 B LOT 11 BLK 3	4/6/2015					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	SKKV PROPERTY MAINTENANCE				\$274.98	\$101.00	\$375.98	\$0.00	\$375.98
3/19/2015	76405	RHONE, MYRTIS EST % BARBARA LUNDY 1301 COMMONWEALTH CIR NEWNAN, GA 30263	2849 NW 5 St POMPANO BEACH, FL 33069 484233044510 33-48-42 W 50 OF E 450 OF N1/5 OF SW1/4 OF NE1/4 OF SW1/4 LESS S 25 AKA 796 CC	4/7/2015					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	SKKV PROPERTY MAINTENANCE				\$223.01	\$101.00	\$324.01	\$0.00	\$324.01

NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT

Resolution No. 7/28/2015

Date Issue	Case	Owner Info	Address/Folio/Legal Desc	Date Abated
<hr/>				
Total Cases for Nuisance Abatement				3
Total Cost of Abatement				\$753.74
Total Administrative Cost				\$303.00
Total Cost of Nuisance Abatement				\$1,056.74
Total Payments				\$0.00
Balance				\$1,056.74

Meeting Date: 7/28/15

Agenda Item

10

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 proper city officials to execute an agreement between the City of Pompano Beach and Neptune Technology Group Inc.; providing an effective date. (Fiscal impact: \$10,800 per year, commencing 6 months after implementation)

Summary of Purpose and Why:

The approval of this item will allow the City to continue to enhance customer service within its Utility Billing function. In essence, it will allow the City to enable Neptune Technology Group Inc.'s, N_Sight IQ web based software to empower the City's Utility customers to manage their water consumption. Customers will be able to access their current and historical consumption data online, as well as set various parameters to include email notifications for excessive or unusual usage patterns (as set by the customers, allowing for early leak detection or to identify unauthorized usage while away from their residence). Please refer to Finance Dept. Memo #15-113 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: 5 years following execution
(4) Fiscal impact and source of funding: \$10,800 per year (approximately .05 cents/month per customer or .60 cents per year), commencing six months after implementation.

AS Budgeted - 412-3310-533-4640 (maintenance contracts)

Table with 4 columns: DEPARTMENTAL COORDINATION, DATE, DEPARTMENTAL RECOMMENDATION, DEPARTMENTAL HEAD SIGNATURE. Rows include Finance, City Attorney, and Budget.

X City Manager [Signature]

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-1133

June 19, 2015

TO: Kyle McPhail, Customer Service Manager
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Neptune Technology Group Inc.

Pursuant to your email of June 11, 2015, I have prepared and attached the following form of Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND NEPTUNE TECHNOLOGY GROUP INC.; PROVIDING AN EFFECTIVE DATE.

Please attach the appropriate city signature page to the agreement prior to presentation to the City Commission.

If I may be of further assistance, please feel free to contact me.



GORDON B. LINN

GBL/jrm
l:cor/cust-srv/2015-1133

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND NEPTUNE TECHNOLOGY GROUP 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 Neptune Technology Group 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 Neptune Technology 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



FINANCE DEPARTMENT
MEMO 15-113

Date: July 17, 2015

To: Mayor and Commissioners

From: Suzette Sibble, Finance Director

Via: Dennis Beach, City Manager

Re: Approval of Neptune Technology Group, Inc. N_Sight IQ Software License Agreement

The City's current Automated Meter Infrastructure (AMI) system provides City staff with an abundance of information about the City's utility customer accounts. When looking at an account, staff is able to look back at prior consumption on a monthly, daily, and hourly basis. This view of consumption history allows us to see usage patterns that can often determine when unusual usage occurred and how much. Unfortunately, there are a large number of accounts that have continuous or intermittent leaks (over 5,000). Most are so minor, that customer notification is unnecessary. The reports available to us have no way to discern between large and small leaks, and no way to determine the type of customer (commercial, multi-family, single family). The reports are simply too voluminous to work through and then alert customers in a timely fashion. Our billing system still requires a reading once a month, and that is when we discover high usage and can then look back and tell if it is a possible leak or just over-usage. Having this technology and not being able to get this information to the customer sooner is sometimes difficult to explain to customers who have already experienced a high usage bill.

With the implementation of the recommended IQ software, we would be able to put that information at the customer's fingertips. The same information visible by City staff, could be accessed online, at home, by the customer.

The cloud-based application offers the homeowners themselves access to see, track, and manage information on their water usage (current and historical-up to ten years), including alerts for consumption anomalies. By making usage information available to the consumer, questions regarding high water bills are easier to resolve, and homeowners can be more proactive in their own use of water. More importantly they can choose to receive alert notifications by email of:

- ❖ leaks (continuous usage), based on their own acceptable variance parameters – a leaky toilet can result in 200 gallons wasted daily and add as much as \$60 extra to a monthly utility bill
- ❖ exceeded water budget
- ❖ out of town or vacant property alerts (could detect leaks or unauthorized usage)

Alert email(s) will be sent to your email address to notify you of any atypical water consumption. Choose the type(s) of alert emails that you would like to receive.

Leak Alert

Leak

Notification Frequency:

Exceeded Water Budget Alert

Exceeded Water Budget

Threshold: Your daily water usage will be compared against your average usage. If the difference is greater than the threshold, you will receive an email.

Out of Town Alert

Out of Town

From: to

Please send me an alert when my

Daily Usage Exceeds gal

Total Usage

Neptune is offering this software as a beta version, and waiving the \$73,700 implementation cost. The annual maintenance cost will be \$10,800 (waived for the first 6 months). This annual cost equates to a monthly cost of less than .05 per customer (.60/yr.), a minimal impact with exponential benefits aimed at conservation and avoidance of prolonged leaks, which could result in avoidance of high usage costs for the customer.

If approved by the City Commission, Utility Billing staff would deploy information to our utility customers to advise them of the availability of the service once implemented, offering to walk customers through the setup and navigation process for establishing parameters by linking to the web based tool via the City's current utility billing division website link. Staff will also monitor use of the system by our customers to ensure it is being utilized.

N_SIGHT IQ*

LICENSE AND SERVICES AGREEMENT

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 - ii. Disabling Access. LICENSEE ACKNOWLEDGES AND AGREES THAT INSTALLATION OF AND ACCESS TO LICENSED MATERIALS MAY BE DISABLED BY THE ACTIVATION, SECURITY, AND TECHNICAL PROTECTION MECHANISMS IF LICENSEE TRIES TO TRANSFER ALL OR A PART OF THE LICENSED MATERIALS TO ANOTHER COMPUTER, IF LICENSEE TAMPERS WITH THE TECHNICAL PROTECTION MECHANISMS IN THE LICENSED MATERIALS, IF LICENSEE USES THE LICENSED MATERIALS

PAST AN APPLICABLE SUBSCRIPTION PERIOD OR FIXED TERM, OR IF LICENSEE UNDERTAKES CERTAIN OTHER ACTIONS THAT AFFECT THE SECURITY MODE OR UNDER OTHER CIRCUMSTANCES AND THAT, IN ANY SUCH EVENT, LICENSEE'S ACCESS TO LICENSEE'S WORK PRODUCT AND OTHER DATA MAY BE AFFECTED.

11. Limitations of Liability

- a. Limitation on Type and Amount of Liability. IN NO EVENT WILL NEPTUNE OR ITS SUPPLIERS HAVE ANY LIABILITY (DIRECTLY OR INDIRECTLY) FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES; FOR LOSS OF PROFITS, USE, REVENUE, OR DATA; OR FOR BUSINESS INTERRUPTION (REGARDLESS OF THE LEGAL THEORY FOR SEEKING SUCH DAMAGES OR OTHER LIABILITY). IN ADDITION, THE LIABILITY OF NEPTUNE AND ITS SUPPLIERS ARISING OUT OF OR RELATING TO ANY NEPTUNE MATERIALS, SUBSCRIPTION OR SERVICES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY LICENSEE FOR SUCH NEPTUNE MATERIALS, SUBSCRIPTION, OR SERVICES, RESPECTIVELY.
- b. Application of and Basis for Limitations. THE LIMITATIONS OF LIABILITY IN THIS SECTION (LIMITATIONS OF LIABILITY) WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW TO ANY DAMAGES OR OTHER LIABILITY, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, EVEN IF NEPTUNE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE. ALSO, LICENSEE AGREES THAT THE LICENSE, SUBSCRIPTION AND SERVICES FEES AND OTHER FEES CHARGED BY NEPTUNE AND PAID BY LICENSEE ARE BASED ON AND REFLECTIVE OF THE ALLOCATION OF RISK CONTEMPLATED BY THIS SECTION 11 (LIMITATIONS OF LIABILITY) AND THAT THE LIABILITY LIMITATIONS IN THIS SECTION 11 (LIMITATIONS OF LIABILITY) ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES.

12. Term and Termination

- a. Term; Termination or Suspension. Each license under this Agreement, with respect to each specific set of Licensed Materials covered by this Agreement, will become effective as of the latest to occur of: (a) this Agreement becoming effective, (b) payment by Licensee of the applicable fees, excluding licenses (such as evaluation licenses) where no fees are required, (c) delivery of the specific Licensed Materials, and (d) in the case of Neptune Materials provided in connection with a

Subscription, upon commencement of the applicable Subscription period, and, unless sooner terminated as provided in this Agreement, shall continue for the Term. Each of Neptune or Licensee may terminate this Agreement, Licensee's license as to Licensed Materials, Licensee's Subscription, and/or the provision of Services relating to the Licensed Materials if the other party is in breach of this Agreement and fails to cure such breach within ten (10) days after written notice of the breach. In addition, Neptune may, as an alternative to termination, suspend Licensee's license as to the Licensed Materials, Licensee's Subscription, the provision of Services relating to the Licensed Materials, and/or other Neptune obligations or Licensee rights under this Agreement (or under other terms, if any, relating to materials associated with the Licensed Materials), if Licensee fails to make a payment to Neptune or otherwise fails to comply with the provisions of this Agreement or other terms relating to any such license, Subscription, Services, or other associated materials. Neptune may also terminate this Agreement if Licensee becomes subject to bankruptcy proceedings, becomes insolvent, or makes an arrangement with Licensee's creditors. This Agreement will terminate automatically without further notice or action by Neptune if Licensee goes into liquidation. Licensee acknowledges and agrees that Neptune may assign or sub-contract any of its rights or obligations under this Agreement.

- b. Effect of Termination of Agreement or License. Upon termination or expiration of this Agreement, the licenses granted hereunder will terminate. Upon termination or expiration of any license granted to Licensee, Licensee must cease all use of Neptune Materials to which such license applies, any Subscription (including, without limitation, associated and third-party subscriptions and services), and any Services and Uninstall all copies of the Neptune Materials. At Neptune's request, Licensee agrees to destroy or return to Neptune. Neptune reserves the right to require Licensee to show satisfactory proof that all copies of the Neptune Materials have been Uninstalled and, if so requested by Neptune, destroyed or returned to Neptune. If Licensee's Subscription is terminated or expires, but this Agreement and Licensee's license to the Licensed Materials remains in effect, any rights of Licensee based on the Subscription (including, without limitation, rights with respect to Previous Versions) will terminate, and (unless otherwise authorized by the Subscription Program Terms) Licensee must comply with the obligations of Section 2.b.i. (Effect of Upgrades) with respect to (including the obligations to cease use of, Uninstall and destroy or return) all copies of such Previous Versions.
- c. Survival. Sections 3, 7, 8, 9, 10, and 11 will survive and termination or expiration of this Agreement.

13. General Provisions

- a. Notices. Any notices to be provided hereunder will be deemed delivered: (a) five (5) calendar days after deposit in the United States Mail, postage prepaid, certified or registered mail, return receipt requested; (b) three (3) calendar days after deposit with a national overnight courier; (c) if given by telex, telegraph or facsimile, one (1) day after transmission, provided confirmation of such notice is also sent by

national overnight courier or delivered in person; or (d) upon delivery if delivered in person or by messenger, in each case, addressed to the following addresses (or such other address as any party may be notified of as described above):

If to Neptune: **Neptune Technology Group Inc.**
Attn.: Vice-President of Sales
1600 Alabama Highway 229
Tallassee, Alabama 36078

If to Licensee: **City of Pompano Beach**
Attn: Kyle McPhail, Utility Billing MGR
100 W Atlantic Blvd #119
Pompano Beach, FL 33060

- b. Governing Law and Jurisdiction. The laws of the State of Alabama (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Any claims or actions regarding or arising out of this Agreement must be brought exclusively in a court of competent jurisdiction sitting in Elmore County, Alabama, and each party to this Agreement submits to the jurisdiction of such courts for the purposes of all legal actions and proceedings arising out of or relating to this Agreement. Each party waives, to the fullest extent permitted by law, any objection that it may now or later have to (i) the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any state or federal court sitting in Elmore County, Alabama; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
- c. No Assignment; Insolvency. Licensee may not assign this Agreement or any rights hereunder (whether by purchase of stock or assets, merger, change of control, operation of law, or otherwise) without Neptune's prior written consent, which may be withheld in Neptune's sole and absolute discretion, and any purported assignment by Licensee will be void. In the context of any bankruptcy or similar proceeding, this Agreement is and will be treated as an executory contract of the type described by Section 365(c)(1) of Title 11 of the United States Code and may not be assigned without Neptune's prior written consent, which may be withheld in Neptune's sole and absolute discretion.
- d. Neptune Subsidiaries and Affiliates. Licensee acknowledges and agrees that Neptune may arrange to have its subsidiaries and affiliates engage in activities in connection with this Agreement, including, without limitation, delivering Neptune Materials and providing Subscriptions and Services, provided that Neptune (and not such subsidiaries and affiliates) will remain subject to the obligations of Neptune under this Agreement. Licensee also agrees that Neptune's subsidiaries and affiliates may enforce (including taking actions for breach of) this Agreement.

- e. Severability. If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision or any other provision of this Agreement in any other jurisdiction.
- f. No Waiver. No term or provision of this Agreement will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against which the waiver is asserted. No waiver (whether express or implied) will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.
- g. Audits. Licensee agrees that Neptune has the right to require an audit (electronic or otherwise) of the Neptune Materials and the Installation thereof and Access thereto. As part of any such audit, Neptune or its authorized representative will have the right, on fifteen (15) days' prior notice to Licensee, to inspect Licensee's records, systems and facilities, including machine IDs, serial numbers and related information, to verify that the use of any and all Neptune Materials is in conformance with this Agreement. Licensee will provide full cooperation to enable any such audit. If Neptune determines that Licensee's use is not in conformity with the Agreement, Licensee will obtain immediately and pay for a valid license to bring Licensee's use into compliance with this Agreement and other applicable terms and pay the reasonable costs of the audit. In addition to such payment rights, Neptune reserves the right to seek any other remedies available at law or in equity, whether under this Agreement or otherwise.
- h. Construction. Ambiguities in this Agreement will not be construed against the drafter.
- i. Force Majeure. Neptune will not be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from acts of God, supplier delay or other causes beyond Neptune's reasonable control.
- j. Export Control. Licensee acknowledges that the Neptune Materials are subject to the export control laws and regulations of the United States ("U.S.") and will abide by those laws and regulations. Under U.S. export control laws and regulations, the Neptune Materials may not be downloaded or otherwise exported, re-exported, or transferred to restricted countries, to restricted end users or for restricted end uses. Licensee represents, warrants and covenants that neither Licensee nor Licensee's Personnel (a) are located in, or a resident or a national of, a restricted country; and (b) are on any of the U.S. government lists of restricted end users. Licensee understands that the requirements and restrictions of U.S. law as applicable to Licensee may vary depending on the Neptune Materials downloaded and may

change over time, and that, to determine the precise controls applicable to the Neptune Materials, it is necessary to refer to the U.S. Export Administration Regulations and the U.S. Department of Treasury, Office of Foreign Assets Control Regulations.

- k. Entire Agreement. This Agreement and any other terms referenced in this Agreement (such as the Subscription Terms and the Services terms) constitute the entire agreement between the parties (and merges and supersedes any prior or contemporaneous agreements, discussions, communications, agreements, representations, warranties, advertising or understandings) with respect to the subject matter hereof, except that particular Neptune Materials may be subject to additional or different terms associated with such Neptune Materials. The parties acknowledge that, in entering into this Agreement, they are not relying on any agreements, discussions, communications, agreements, representations, warranties, advertising or understandings other than as expressly set forth in this Agreement. Licensee acknowledges and agrees that Neptune may add to or change the Subscription Terms and the Services terms from time to time, provided that Neptune will provide written notice of the additions or changes (and may allow Licensee not to renew, may permit Licensee to terminate, and may offer other options with respect to Subscriptions or Services) before the additions or changes are effective as to Licensee. In the event of a conflict between this Agreement and any other terms of Neptune (including, without limitation, the Subscription Terms, the Services Terms, or such additional or different terms), the other terms will apply. Terms stipulated by Licensee in any communication by Licensee which purport to vary this Agreement or such other terms will be void and of no effect unless agreed in a writing signed by an authorized representative of Neptune. Any other modifications to this Agreement will also be invalid unless agreed to in a writing signed by an authorized representative of Neptune.

The signatory for each party set forth below represents that he/she is legally authorized to enter into this Agreement as a binding contractual commitment of the party for whom he/she signs.

Neptune Technology Group Inc.:

Licensee:

Lawrence M. Russo

Name: LAWRENCE M. RUSSO

Name: _____

Title: VP FINANCE

Title: _____

Date: JULY 17, 2015

Date: _____

Appendix A

N_SIGHT IQ Beta Proposal for the City of Pompano Beach, FL

Part Number	Description	List Price	Beta Price	Comments
13232-300	IQ Base License (20,000 – 30,000 Customers)	\$42,000	\$0.00	
13233-300	IQ Consumer Web Portal (20,000 – 30,000 Customers)	\$14,400	\$0.00	
13232-003	IQ Base Annual Hosting & Maintenance (3-year Data Retention)	\$8,500	\$8,500	ANNUAL FEE to begin 6 months after Go-Live date
13233-003	IQ Web Portal Annual Hoisting & Maintenance (3-year Data Retention)	\$2,300	\$2,300	ANNUAL FEE to begin 6 months after Go-Live date
13235-001	CIS Integration and ETL Setup	\$2,500	\$0.00	
13235-002	Implementation and Setup (Base)	\$1,500	\$0.00	
13235-003	Implementation and Setup (Portal)	\$1,500	\$0.00	
13235-004	Training (Remote)	\$1,000	\$0.00	
TOTAL		\$73,700	\$10,800	Annual Fee

"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

Meeting Date: July 28, 2015

Agenda Item 11

REQUESTED COMMISSION ACTION: **QUASI-JUDICIAL**

Consent Ordinance Resolution Consideration Workshop

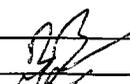
SHORT TITLE AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, ABANDONING A TWO (2) FOOT PORTION OF A FIVE (5) FOOT UTILITY EASEMENT LYING WITHIN A PARCEL OF PROPERTY EAST OF NE 16TH AVENUE AND APPROXIMATELY 110 FEET SOUTH OF NE 2ND STREET AND COMMONLY KNOWN AS 28 NE 16TH AVENUE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

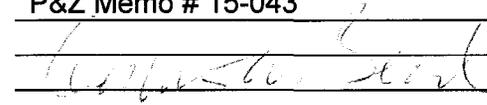
The Petitioner is requesting to abandon a 2-foot portion of a 5-foot utility easement located at 28 NE 16th Avenue, due to an encroachment into the easement of an existing carport. If this request is approved, the applicant intends to enclose the carport and convert it into a bedroom. The area to be 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> 
_____	_____	_____	_____
_____	_____	_____	_____

Planning & Zoning Board P&Z Memo # 15-043

City Manager 

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
<u>1st Reading</u> <u>7/14/15</u>	<u>1st Reading</u> _____	<u>Results:</u> _____	<u>Results:</u> _____
<u>Approved</u>	_____	_____	_____
<u>2nd Reading</u> <u>7/28/15</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

VIA: Robin M. Bird, Development Services Director

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

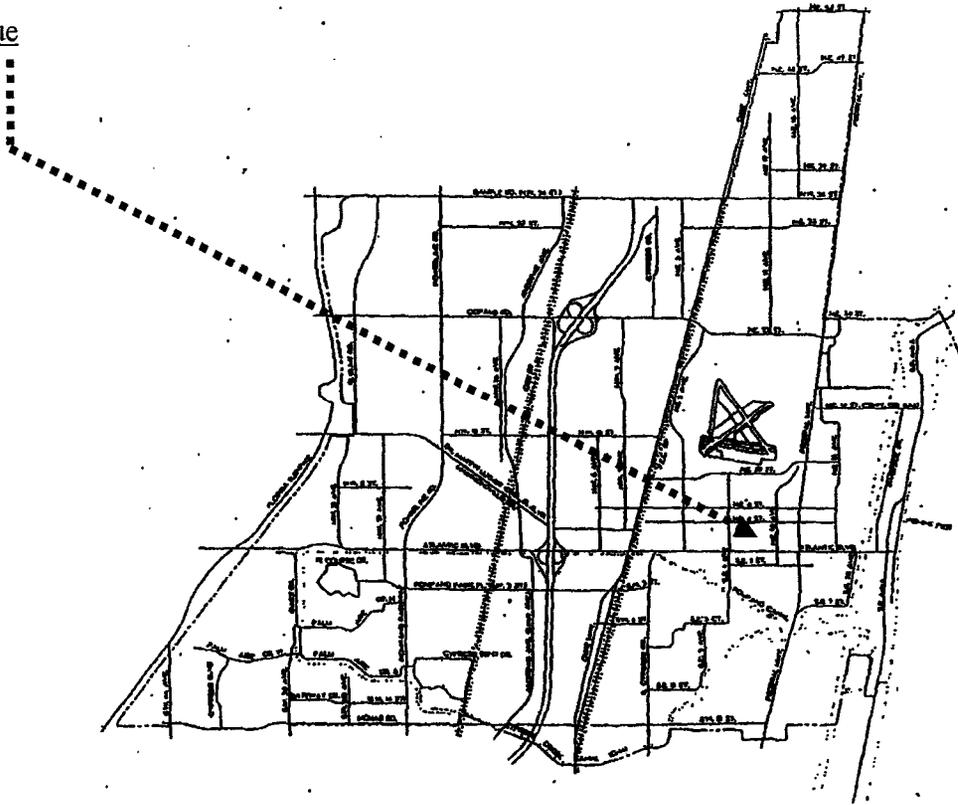
Development Services

MEMORANDUM NO. 15-309

DATE: June 9, 2015
TO: Planning & Zoning Board
VIA: Robin M. Bird, Development Services Director *RS*
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

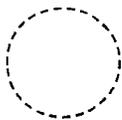


LEGEND

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

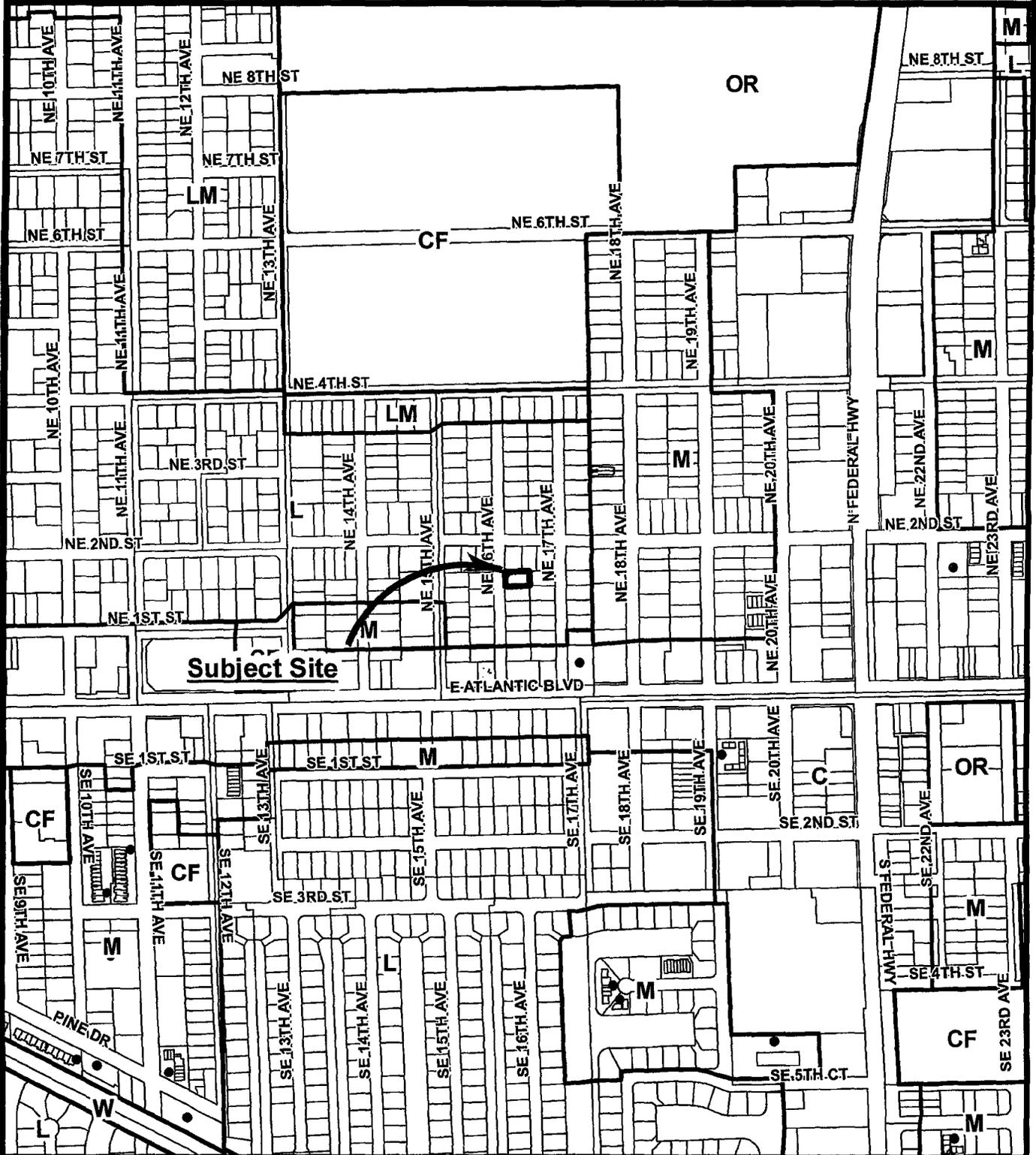
* Existing
> Proposed

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



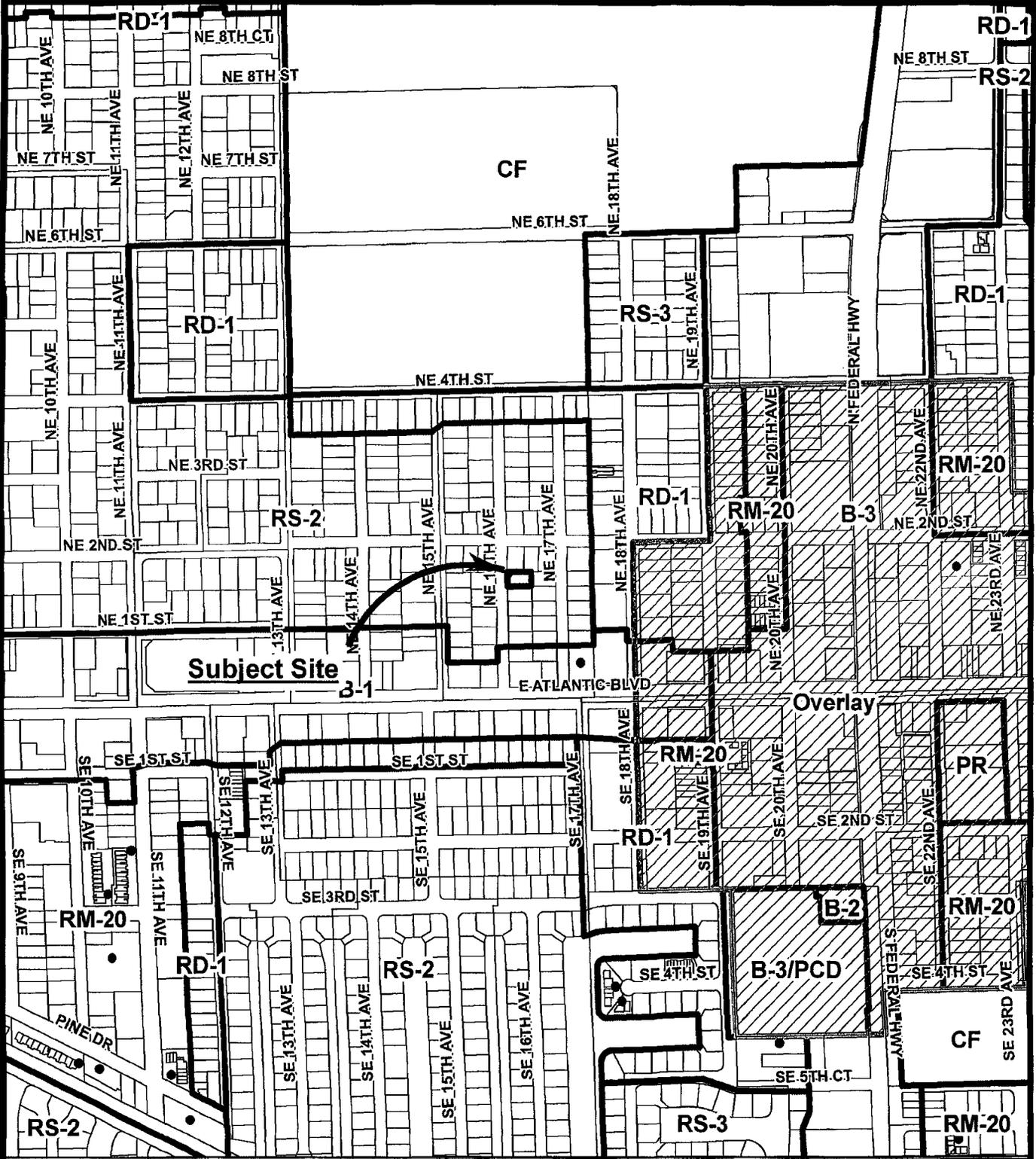
Subject Site

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



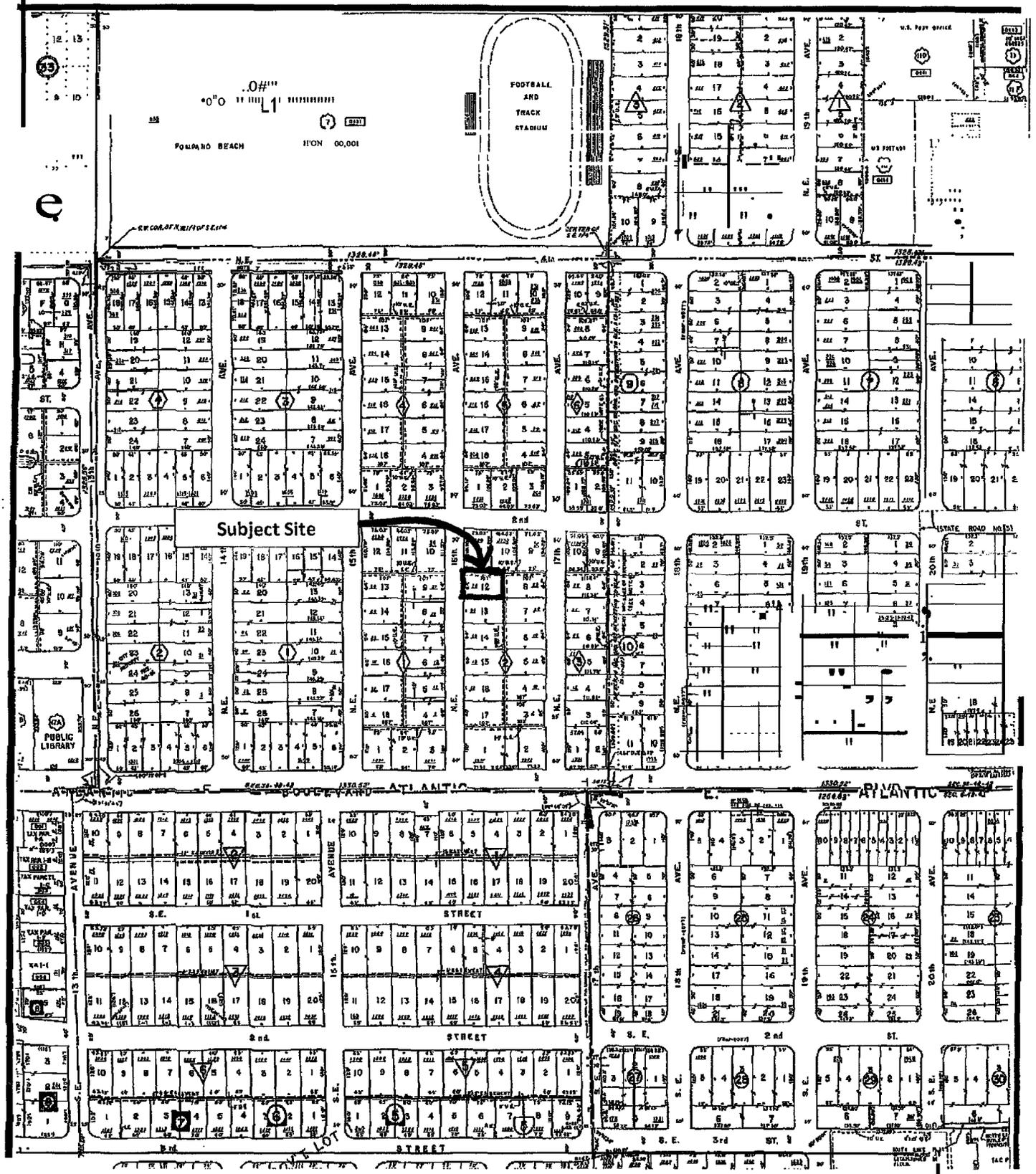
Subject Site

1 in = 600 ft

5

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

EXCERPT FROM THE CITY OF POMPANO BEACH PLAT MAP



SCALE: NTS1

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.

REQUESTED COMMISSION ACTION:

QUASI-JUDICIAL

Consent

Ordinance

X Resolution

Consideration/
Discussion

Presentation

SHORT TITLE: A RESOLUTION OF THE CITY COMMISSION 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 FLO EAST CO ADDITION PLAT; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The property owner, Lone Oak – Broward, LLC, wishes to amend the plat note on the Flo East Co Addition plat for the purpose of accommodating an ancillary office space on the site at 1751 NW 12th Avenue. Currently the note restricts development to a "single story," thereby prohibiting a mezzanine area the applicant desires to construct within the existing structure (with no additional height necessary). The existing note currently reads "This plat is restricted to single story industrial use only. Commercial/retail uses are not permitted with(out) the approval of the Board of County Commissioners who shall review and address these uses for increased impacts. This note is required by Chapter 5, Article IX, Broward County Code of Ordinances, and may be amended by agreement with Broward County." The proposed note is to read, "This plat is restricted to 375,000 square feet of industrial use (333,716 square feet - Existing, 41,284 square feet - proposed). Commercial/retail uses and freestanding office buildings are not permitted without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts. Industrial buildings may have no more than 30% ancillary office use per bay or single tenant building." Staff has no objections to the change.

- (1) Origin of request for this action: Joseph J. Verdone, AICP of Carlton, Fields, Jordan, Burt
- (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.

7/16/2015

Approval

City Attorney

7/15/2015

7/17/15

CAC #2015-1281

Advisory Board

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance

Resolution

Consideration

Workshop

1st Reading

1st Reading

Results:

Results:

2nd Reading



City Attorney's Communication #2015-1281
July 15, 2015

TO: Maggie Barszewski, AICP, Planner
FROM: Gordon B. Linn, City Attorney
RE: Resolution Approving Plat Note Amendment

As requested in your memorandum of July 16, 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 FLO EAST CO ADDITION 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/2015-1281

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 FLO EAST CO ADDITION 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 Flo East Co Addition 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

GBL/jrm
7/15/15
l:reso/2015-422



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

July 16, 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 Flo East Co Addition

Dear Ms. Knight:

The City of Pompano Beach has no objection to amendment of notation on the Flo East Co Addition. The change to the note is, as follows:

From:

“This plat is restricted to single story industrial use only. Commercial/retail uses are not permitted with(out) the approval of the Board of County Commissioners who shall review and address these uses for increased impacts. This note is required by Chapter 5, Article IX, Broward County Code of Ordinances, and may be amended by agreement with Broward County.”

To:

“This plat is restricted to 375,000 square feet of industrial use (333,716 square feet - Existing, 41,284 square feet - proposed). Commercial/retail uses and freestanding office buildings are not permitted without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts. Industrial buildings may have no more than 30% ancillary office use per bay or single tenant building.”

Regards,

Maggie Barszewski, AICP
Planner

CARLTON FIELDS
JORDEN BURT

ATTORNEYS AT LAW

CityPlace Tower
525 Okeechobee Boulevard | Suite 1200
West Palm Beach, Florida 33401-6350
P.O. Box 150 | West Palm Beach, Florida 33402-0150
561.659.7070 | fax 561.659.7368
www.CFJBLaw.com

Atlanta
Hartford
Los Angeles
Miami
New York
Orlando
Tallahassee
Tampa
Washington, DC
West Palm Beach

July 1, 2015

City of Pompano Beach Planning & Zoning
City Hall Main Building - Third Floor
100 West Atlantic Boulevard
Pompano Beach, Florida 33060

RE: Flo East Coast Addition PB 134 Page 42 Plat Note Amendment Request

Maggie-

On behalf of the property owner I am requesting an amendment to the existing plat note on the Flo East Coast Addition, PB 134 Page 42. As we have previously discussed the original plat note restricted development on site to a single story industrial use, however the property was developed with 337,716 square feet of industrial use that also includes 12,954 SF of ancillary office space located on a second floor within the existing industrial building (survey provided). Therefore we are proposing to amend the existing plat note to be consistent with the existing approved development constructed on site.

Proposed Plat Amendment

Replace the existing plat note language, which currently states:

"This plat is restricted to single story industrial use only. Commercial/retail uses are not permitted with(out) the approval of the Board of County Commissioners who shall review and address these uses for increased impacts. This note is required by Chapter 5, Article IX, Broward County Code of Ordinances, and may be amended by agreement with Broward County."

with the proposed plat note language, which will state:

"This plat is restricted to 375,000 square feet of industrial use (333,716 square feet - Existing, 41,284 square feet - proposed). Commercial/retail uses and freestanding office buildings are not permitted without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts. Industrial buildings may have no more than 30% ancillary office use per bay or single tenant building."

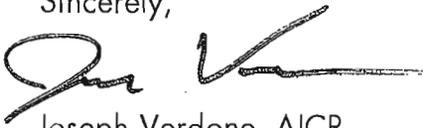
Both Pompano Beach and Broward County staff have reviewed the request and have agreed on the preliminary format and note language proposed. The proposed amended note will also provide for the ability to seek new permits for an additional 41,284 square feet of potential future growth. The site will continue to conform to the existing industrial property development regulations and all applicable zoning requirements.

A search of the public records of Broward County as performed on July 1, 2015, The results of that search found no evidence of any additional plat note amendment being recorded to date in the public record.

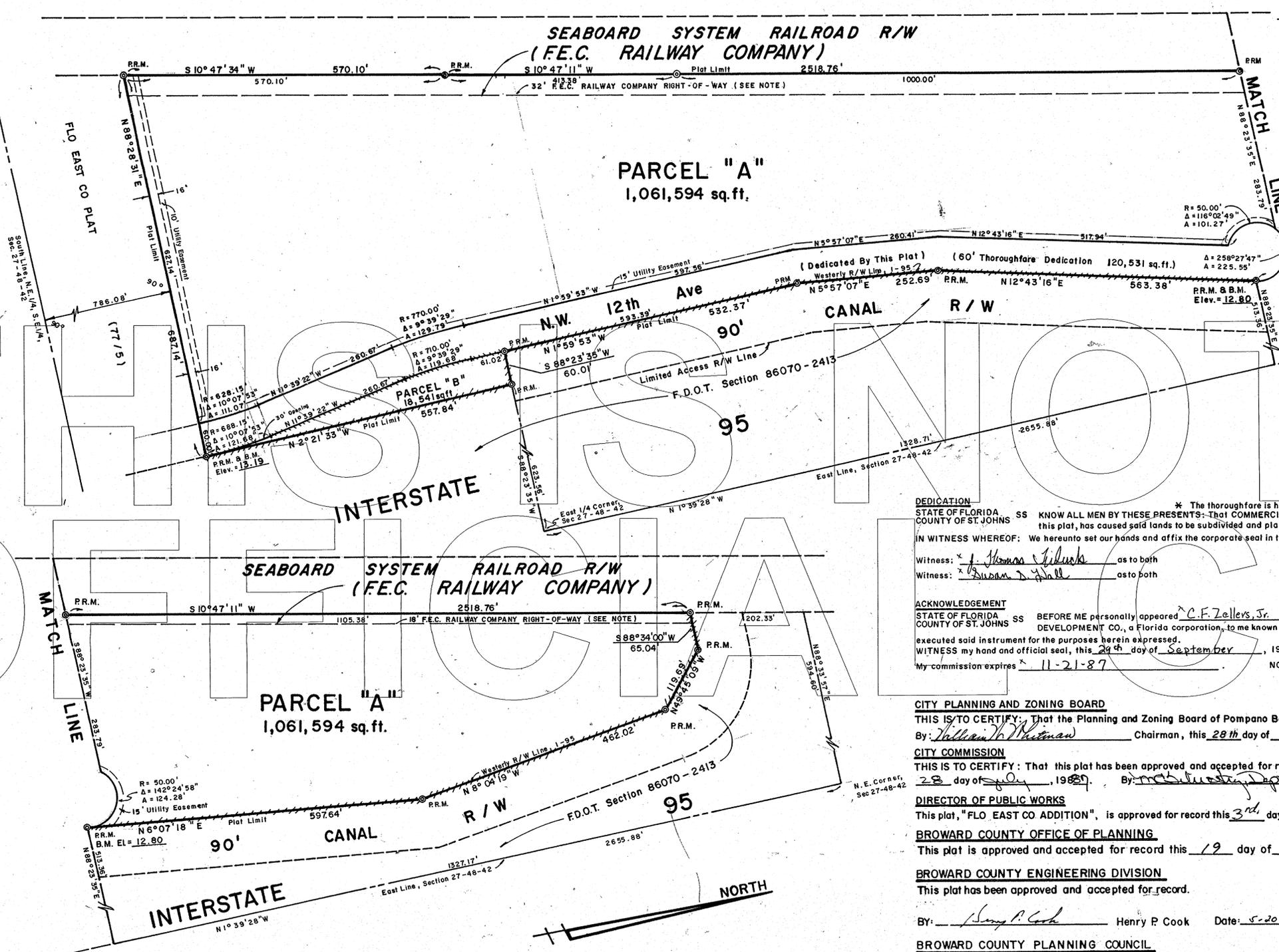
A plat amendment package including the required \$350.00 fee check, property survey, warranty deed as proof of ownership, notarized owners' consent, together with 15 copies of the existing recorded Flo East Coast Addition Plat is attached to the request.

Please contact me at (561) 650-8044 or www.cfjblaw.com, if you have any question or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Verdone", written over a horizontal line.

Joseph Verdone, AICP



DESCRIPTION
A portion of the East one-half (E. 1/2) of Section 27, Township 48 South, Range 42 East bounded as follows:
On the North and East by the Westerly right-of-way line of Interstate 95; On the South by the North Line of Parcel "A", "FLO EAST CO PLAT", as recorded in Plat Book 77, Page 5, of the public records of Broward County, Florida; And on the West by the East right-of-way line of the Seaboard System Railroad.

NOTES
 1. P.R.M. - indicates Permanent Reference Monument
 2. B.M. - indicates Bench Mark
 This plat contains 27.5635 acres
 Bearings refer to an assumed meridian
 ***** - indicates Non-Vehicular Access Line
 The 18' and 32' F.E.C. Railroad Company Right-of-Way indicates F.E.C. Railroad Company Operating Right-of-Way
 A 10' Landscape Buffer shall be provided along the East limits of Parcel "B", and along the East limits of Parcel "A", excluding the South 500 feet of Parcel "A", and driveway openings.
 There will be no more than 10 driveway openings from Parcel "A" onto N.W. 12th Avenue with a 150 foot separation between openings.
 Reference Bench Mark: Broward County Bench Mark No. 467, Elevation 12.935
 Square cut in back of conc. sidewalk on N.E. corner of N.W. 15 St & N.W. 8 Ave
NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of Broward County.
PLAT RESTRICTION: This plat is restricted to single story industrial use only. Commercial/retail uses are not permitted without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts. This note is required by Chapter 5, Article IX, Broward County Code of Ordinances, and may be amended by agreement with Broward County.

DEDICATION
 STATE OF FLORIDA SS KNOW ALL MEN BY THESE PRESENTS: That COMMERCIAL REALTY & DEVELOPMENT CO., a Florida corporation, owner of the lands described and shown as included in this plat, has caused said lands to be subdivided and platted as shown hereon, said plat to be known as "FLO EAST CO. ADDITION".
 IN WITNESS WHEREOF: We hereunto set our hands and affix the corporate seal in the City of St. Augustine, County of St. Johns, State of Florida, this 29th day of September, 1986.
 Witness: *[Signatures]* as to both
 Witness: *[Signatures]* as to both
 COMMERCIAL REALTY & DEVELOPMENT CO.
 Officer: *[Signature]* Title: President
 Officer: *[Signature]* Title: Assistant Secretary

ACKNOWLEDGEMENT
 STATE OF FLORIDA SS BEFORE ME personally appeared C.F. Zellers, Jr., and Patricia F. Bagley, as President and Assistant Secretary of COMMERCIAL REALTY & DEVELOPMENT CO., a Florida corporation, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes herein expressed.
 WITNESS my hand and official seal, this 29th day of September, 1986.
 My commission expires 11-21-87 NOTARY PUBLIC Clara C. DeVano

CITY PLANNING AND ZONING BOARD
 THIS IS TO CERTIFY: That the Planning and Zoning Board of Pompano Beach, Florida, has approved and accepted this plat, this 20th day of January, 1987.
 By: *[Signature]* Chairman, this 28th day of July, 1987.

CITY COMMISSION
 THIS IS TO CERTIFY: That this plat has been approved and accepted for record by the City of Pompano Beach, Florida, and passed by Ordinance No. 87-63, this 28 day of July, 1987. By: *[Signature]* City Clerk, this 4 day of August, 1987.

DIRECTOR OF PUBLIC WORKS
 This plat, "FLO EAST CO ADDITION", is approved for record this 3rd day of August, 1987. Director: *[Signature]*

BROWARD COUNTY OFFICE OF PLANNING
 This plat is approved and accepted for record this 19 day of MAY, 1988. By: *[Signature]* Director

BROWARD COUNTY ENGINEERING DIVISION
 This plat has been approved and accepted for record.
 By: *[Signature]* Henry P. Cook Date: 5-20-88, Director, Fla. P.E. Reg. No. 12506

BROWARD COUNTY PLANNING COUNCIL
 THIS IS TO CERTIFY: That the Broward County Planning Council approved this plat with regard to dedication of Rights-of-Way for Traffic Ways by Resolution duly adopted this 27th day of AUGUST, 1987. By: *[Signature]*, this 5 day of OCT, 1987.

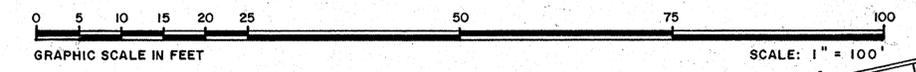
BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT - COUNTY RECORDS DIVISION - MINUTES SECTION
 THIS IS TO CERTIFY: That this plat complies with the provisions of Chapter 177, FLORIDA STATUTES, and was accepted for record by the Board of County Commissioners of Broward County, Florida, this 15th day of September, 1987. L.A. HESTER - COUNTY ADMINISTRATOR
 By: *[Signature]* Deputy By: *[Signature]* Chairperson - County Commission

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT - COUNTY RECORDS DIVISION - RECORDING SECTION
 This plat filed for record this 25th day of May, 1988, in BOOK 134 of PLATS, at Page 42, record verified L.A. HESTER - COUNTY ADMINISTRATOR By: *[Signature]* Deputy

SURVEYOR'S CERTIFICATE
 STATE OF FLORIDA SS I HEREBY CERTIFY: That the attached plat, is a true and correct representation of the lands recently surveyed, subdivided and platted under my COUNTY OF BROWARD responsible direction and supervision, that the survey data shown complies with the applicable requirements of Chapter 177, FLORIDA STATUTES, and further that the PERMANENT REFERENCE MONUMENTS (P.R.M.'S) were set in accordance with Section 177.091 of said Chapter 177, on this 1st day of October, 1987. The BENCH MARKS shown are referenced to N.G. VERTICAL DATUM and conform to standards for third order work. This plat conforms to all applicable sections of Chapter 21-HH-6, FLORIDA ADMINISTRATIVE CODE.
 McLAUGHLIN ENGINEERING CO.
 This plat dated at Fort Lauderdale, Florida, this 18th day of November, 1986. By: *[Signature]* Robert C. McLaughlin
 Registered Land Surveyor No. 3356, State of Florida.

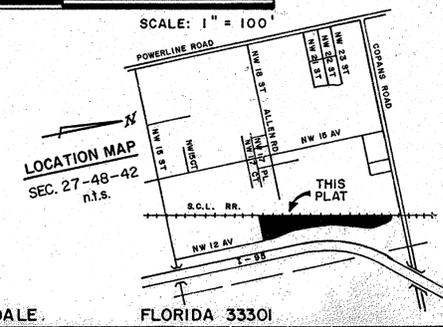
"FLO EAST CO ADDITION"

A PORTION OF SECTION 27, TOWNSHIP 48 S., RANGE 42 E.
 CITY OF POMPAÑO BEACH, BROWARD COUNTY, FLORIDA



#12

Robert C. McLaughlin
 Commercial Realty Comm. Realty Notary
 Corp. Seal
 PREPARED BY: McLAUGHLIN ENGINEERING CO. 400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301



THIS IS AN OFFICIAL COPY

DEDICATION
STATE OF FLORIDA SS KNOW ALL MEN BY THESE PRESENTS: That KIMMEL INVESTMENTS, LTD., a
COUNTY OF DADE Florida limited partnership, owner of the lands described and shown as included
in this plat, has caused said lands to be subdivided and platted as shown hereon, said plat to be known as
"FLO EAST CO ADDITION". The thoroughfare is hereby dedicated to the public in fee simple. All easements
are hereby dedicated to the public for proper purposes.

IN WITNESS WHEREOF: I hereunto set my hand in the City of Miami, County of Dade, State of Florida,
this 12 day of Aug, 1987. KIMMEL INVESTMENTS, LTD.
Witness: [Signature] Robert Kimmel [Signature] General Partner

ACKNOWLEDGEMENT
STATE OF FLORIDA SS BEFORE ME personally appeared ROBERT KIMMEL, known to me to be the in-
COUNTY OF DADE dividual described in and who executed this instrument as a GENERAL PARTNER
of KIMMEL INVESTMENTS, LTD., a Florida Limited Partnership, acknowledged before me that he executed this
instrument as an act of the partnership for the purposes herein expressed.
WITNESS: My hand and official seal this 12 day of August, 1987.
My commission expires the 7 day of July 1990. NOTARY PUBLIC [Signature]
STATE OF FLORIDA

DEDICATION OF MORTGAGE HOLDER
BARNETT BANKS TRUST COMPANY, N.A., a national banking association, owner and holder of a mortgage
on this property recorded in O.R. BOOK 14021, PAGE 148, Broward County Records, does hereby join in the
dedication shown hereon.
IN WITNESS WHEREOF: I hereunto set my hand and affix the corporate seal in the City of MIAMI,
County of DADE, State of Florida, this 4 day of MAY, 1988.
BARNETT BANKS TRUST COMPANY, N.A.
Witness: [Signature]
Witness: [Signature] Officer, [Signature] Title VICE PRESIDENT

ACKNOWLEDGEMENT
STATE OF FLORIDA SS BEFORE ME personally appeared Dennis P. Clum
COUNTY OF DADE being the Vice President of BARNETT BANKS TRUST COMPANY, N.A.,
a national banking association, to me known to be the individual described in and who executed said instrument
for the purposes herein expressed.
My commission expires the 29th day of September, 1991.
NOTARY PUBLIC [Signature] STATE OF FLORIDA

"FLO EAST CO ADDITION"
A PORTION OF SECTION 27, TOWNSHIP 48 S., RANGE 42 E.
CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA

Kimmel Notary	Barnett Banks Trust Co.	Barnett Notary

Meeting Date: July 28, 2015

Agenda Item: 13

REQUESTED COMMISSION ACTION:

Consent 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 <i>[Signature]</i>
IT Director	7/6/2015	<i>E. N. Jarama</i>	<i>E. N. Jarama</i>

Planning Director
 City Attorney
 City Manager *[Signature]*

[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading <u>7/28/15</u>	1st Reading _____	Results: _____	Results: _____
2nd Reading <u>7/14/15</u>	_____	_____	_____
Adopted - Ord. <u>2015-68</u>	_____	_____	_____



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”): Projetech 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: Projetech hosts Client’s licensed Maximo software, other software, and Client’s database in Projetech’s secure data center and provides the technical expertise to support the software.

2.2.3 Training and Coaching Services: Projetech 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: Projetech provides various professional services, including project planning, implementation, application tailoring, and other consulting services.

2.2.5 Maximo® On Demand Support Services: Projetech provides an online ticketing process for support services.

2.2.6 Software: Projetech 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 Projetech 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, Projetech 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 Projetech 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.* Projetech 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, Projetech 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. Projetech 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 Projetech'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 Projetech's reasonable control, as Projetech's sole obligation and as Client's exclusive remedy, Projetech 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 Projetech if Client determines that another person has gained access to a 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 Projetech 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 Projetech 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 Projetech'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 Projetech 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 Projetech or third-party licensors. The Materials and all copies, versions, and derivative works of the Materials shall remain the sole property of Projetech 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 Projetech 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 Projetech 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 Projetech 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 Projetech 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, Projetech 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 Projetech 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 Projetech any fees due under the Agreement. Client shall not be entitled to any refund of any fees paid to Projetech 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 Projetech or destroy all materials or media containing any Projetech Confidential Information, including any information, records, and materials developed on the basis of any Projetech Confidential Information; and, except for Client data covered in Paragraph 9.8 below, Projetech 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, Projetech will return to Client all of Client's data archived on Projetech's servers. Client shall pay Projetech's then-current standard rates for Projetech's work to format, prepare, and deliver Client's data to Client.

10. **INDEPENDENT CONTRACTOR**

Projetech 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.* Projotech'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 Projotech Inc. ("Projotech"), 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 Projotech 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. Projotech shall provide BYOL services for Client's licensed Maximo® software, other software, or Client's database in Projotech'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 Projotech's site, or Instructor Led Online classes; and (c) a free subscription for each Maximo® Named User to Projotech'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 Projotech 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. Projotech invoices the fees on an annual basis. However, upon Client's request, Projotech 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 Projotech.

Scheduling. Client acknowledges that time is of the essence with regard to Projotech's resources and that Projotech 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 Projotech personnel. Once this SOW is fully Accepted, Projotech will contact Client to schedule a start date for the Services.

Professional Services.

Scope. Projotech shall provide the professional services specified in the Scope.

Fees. Fees for professional services are calculated based on Projotech'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 Projotech's resources and that Projotech 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 Projotech personnel. Once this SOW is Accepted by Client, Projotech will contact Client to schedule a start date for the Services.

Scope Details.

This Scope of work to be provided by Projotech is for the Utilities Department of the City of Pompano Beach (COPB) Florida. Projotech will provide Maximo as a Service - Bring Your Own License (BYOL). Projotech 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 Projotech. COPB has elected to use Projotech's Request Portal for their Service Request requirements. Projotech 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
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EXHIBIT "B"

SCHEDULE A

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") outlines the general terms and conditions under which Projotech 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 Projotech 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 Projotech 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 Projotech resources subscribed to under this Agreement. Projotech 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 Projotech provides at least 48 hours prior notice whenever possible; (ii) failure of any Network or Internet Infrastructure not owned or managed by Projotech (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 Projotech's suggested use or Client's authorized use of the system; (v) Downtime caused by events beyond Projotech's reasonable control.

Service Philosophy

Projotech is guided by two central principles: flexibility and proactivity. Flexibility means that Projotech will adapt to the needs of our clients and the facts of each situation. Proactivity means that Projotech 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, Projotech 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 Projotech (see Suggested Contact Channels) or Projotech identifies trouble. Based on priority descriptions described by Projotech (See Priority Levels & Response Times), Client determines Priority.
2. Diagnosis Based on description by Client, or internal monitoring, Projotech determines cause and corrective plan of action.
3. Apply Resolution Based on the appropriate priority, Projotech 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 Projotech personnel to ensure that the resolution was effective and to decide if any precautionary measures can to be taken so that the trouble is not repeated.

Priority Levels & Response Times

Client shall designate in writing to Projotech at least one, but no more than three contacts who are authorized to communicate with Projotech 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2015

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 Arthur J. Gallagher Risk Management Services, Inc. 1 W. 4th Street, Suite 1300 Cincinnati OH 45202	CONTACT NAME: Joanne Moore PHONE (A/C, No, Ext): 513-977-3121 FAX (A/C, No): 513-977-4721 E-MAIL ADDRESS: joanne_moore@ajg.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Projotech, Inc. 3815 Harrison Avenue Cincinnati OH 45211	INSURER A: Sentinel Insurance Company Ltd 11000	
	INSURER B: Travelers Casualty Insurance Co of 19046	
	INSURER C: Hartford Fire Insurance Company 19682	
	INSURER D: Travelers Indemnity Company 25658	
	INSURER E: Hartford Accident and Indemnity Com 22357	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 947177344 **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
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		6803055L1561542	5/25/2015	5/25/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			33UECKP6596	2/15/2015	2/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$5,000			CUP6875Y4971542	5/25/2015	5/25/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	33WECJV013805	5/25/2015	5/25/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			00TE0225303-14	8/2/2014	8/2/2015	Each Occurrence 2,000,000 Aggregate 2,000,000

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

The City of Pompano Beach, Florida is included as additional insured.

APPROVED
RISK MANAGEMENT
ON: 07/09/15
BY: JFM

CERTIFICATE HOLDER

Utility Compliance & Efficiency Manager
ATTN: Maria Loucraft
1205 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

Thomas R. Dietz

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REQUESTED COMMISSION ACTION:

Consent	X	Ordinance	Resolution	Consideration/ Discussion	Presentation
<hr/>					
SHORT TITLE	<p>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.

TABLED FROM JULY 14, 2015 CITY COMMISSION MEETING

- (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 <u>7/28/15</u>	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
 Ordinance
 Resolution
 Consideration/ Discussion
 Presentation

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.

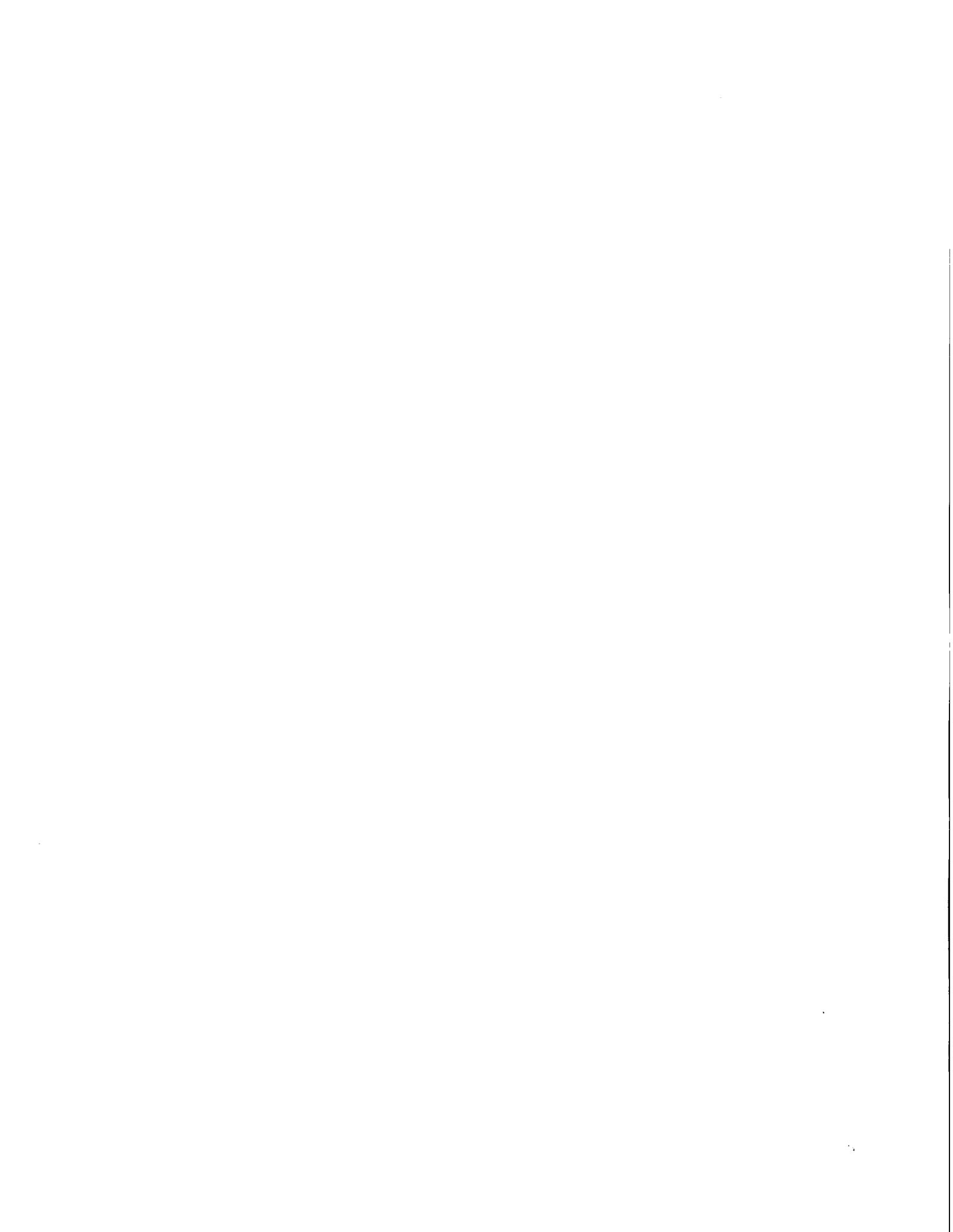
DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	<u>6-29-15</u>	<u>Approve</u>	<u>[Signature]</u>
Finance	<u>6-30-15</u>	<u>approval</u>	<u>S. DeStale</u>
Public Works			
Risk Management	<u>6/30/15</u>	<u>approved</u>	<u>[Signature]</u>
City Attorney	<u>6/29/15</u>	<u>—</u>	<u>[Signature]</u>

[Signature]
 City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration
Workshop 1 st Reading <u>7/14/15</u> Approved	1 st Reading _____	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 Alsdorf 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 rental 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

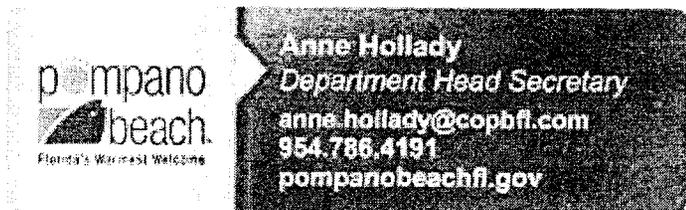
From: Anne Hollady [<mailto:Anne.Hollady@copbfl.com>]
Sent: Friday, June 5, 2015 3:11 PM
To: Gwen Leys (gsleysRN@bellsouth.net)
Subject: United States Coast Guard Auxiliary Flotilla 34

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

Mona Bender

By: Richard J. Leys

Mark A. Bender

Print Name

RICHARD J. LEYS

Typed or Printed Name

[Signature]

Title: FINANCE OFFICER

Melanie Heminger

Print Name

(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

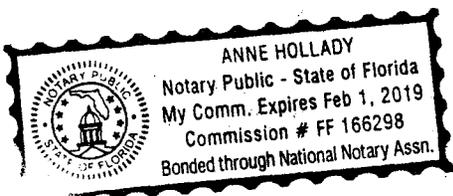
The foregoing instrument was acknowledged before me this 29 day of June, 2015, by Richard Leys as Finance officer of United States Coast Guard Auxiliary Flotilla 34, an instrumentality of the Government of the United States. He/she is personally known to me or who has produced _____ (type of identification) 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/regr/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.

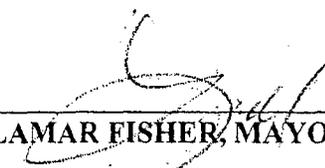
SECTION 2. That the proper City officials are hereby authorized to execute said Sublease Agreement.

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.

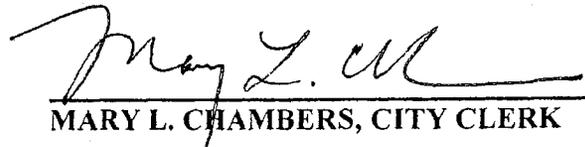
PASSED FIRST READING this 26th day of October, 2010.

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

By: [Signature]
LAMAR FISHER, MAYOR

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

Witnesses:

[Signature]

[Signature]

Attest:

[Signature]

MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

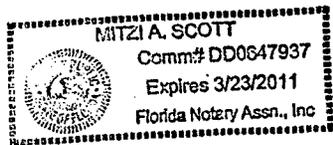
The foregoing instrument was acknowledged before me this 19 day of November, 2010 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are 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 Lopez, Flotilla Finance Officer for
ROBERT VLESKI

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

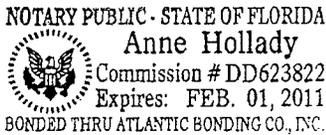
The foregoing instrument was acknowledged before me this 13 day of Oct, 2010 by Richard J. Lopez as Flotilla Commander of U.S. Coast Guard Auxiliary Flotilla 34, an instrumentality of the Government of the United States on behalf of said organization. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



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:

[Handwritten Signature]
[Handwritten Signature]

Florida Inland Navigation District

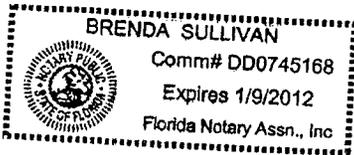
By: [Handwritten Signature]
Jerry H. Sansom, Chair

(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.

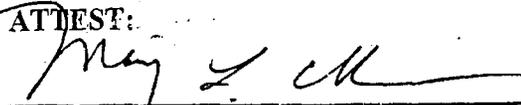
SECTION 3. This Resolution shall become effective upon passage.

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 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

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:

Susan D. S

Brenda Sullivan

Florida Inland Navigation District

David K. Roach

By: David K. Roach, Executive Director

"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:

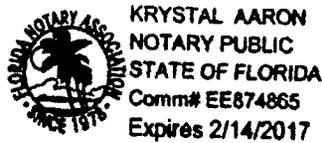
[Signature]
GORDON B. LINN, CITY ATTORNEY

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

3
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.

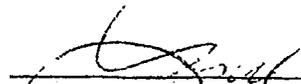
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

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.

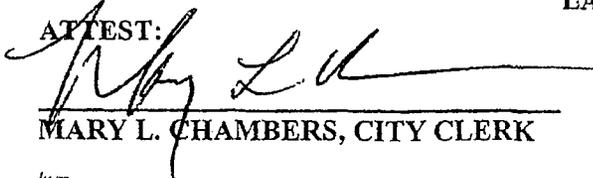
SECTION 2. That the proper City officials are hereby authorized to execute said Lease Extension Agreement No. 3 between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach.

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
I 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:

Jean Seaman

Florida Inland Navigation District

David K. Roach

By: David K. Roach, Executive Director

Brenda Sullivan

Stephen P. Kelly

City of Pompano Beach

Stephanie S. McClary

Lamar Fisher

By: Lamar Fisher

Title: Mayor

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Maria H. Davey
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

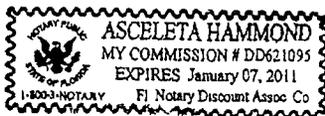
The foregoing instrument was acknowledged before me this 16th day of June, 2007 by **LAMAR FISHER**, as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

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

Commission Number

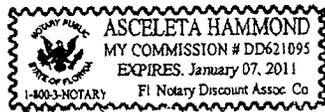


STATE OF FLORIDA

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)

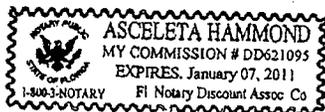
Commission Number

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

Original 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:

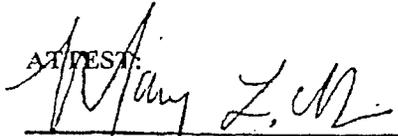
SECTION 1: That a Lease Extension Agreement No. 2 between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach providing for a five-year extension to the Lease Agreement, approved by Resolution No. 73-49, a copy of which Lease Extension Agreement is attached 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

/jrm
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

Wahid Ahmad

City of Pompano Beach

W.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:

CITY OF POMPANO BEACH

Jeanne Bochan
Signature

By: W.F. Griffin
WILLIAM F. GRIFFIN, MAYOR

Shelley Bartholomew
Signature

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

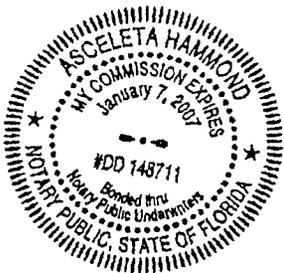
The foregoing instrument was acknowledged before me this 31st day of January, 2003 by **WILLIAM F. GRIFFIN**, as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

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. Stuchlik

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.

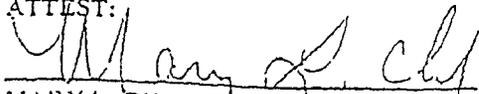
SECTION 2: That the proper City officials are hereby authorized to execute said Lease Extension Agreement between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach.

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
1997-07
11:00 AM

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

Lawrence M. Griffin

Ann Shorstein

By: Ann Shorstein, Chair

Agnes H. 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:

[Signature]

FLORIDA INLAND NAVIGATION DISTRICT

By: [Signature]
Ann Shorstein, Chair

[Signature]

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 _____

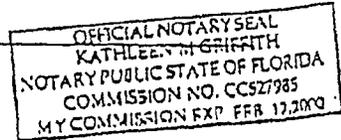
(type of identification) as identification.

NOTARY'S SEAL:

[Signature]
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. Brathelmore

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:

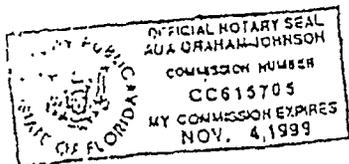
Gordon B. Linn
Gordon B. Linn, City Attorney

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:

William Graham Johnson
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)



(Name of Acknowledger Typed, Printed or Stamped)

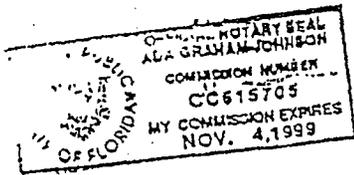
Commission Number

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)

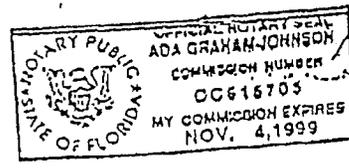
(Name of Acknowledger Typed, Printed or Stamped)

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;

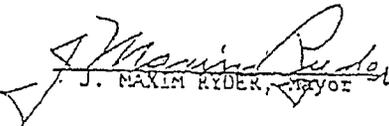
WHEREAS, The City five year lease on use of said property will expire in November, 1973, and the City seeks a new twenty-five year lease on said property, and,

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:


JUNE OWEN, City Clerk

LEASE AGREEMENT

FOR

MSA 727-B

THIS LEASE AGREEMENT made this 1st 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:

1. 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.

(i) 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 supersedes 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 hereunto set their hands and seals on the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Geo E. Owen

[Signature]
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)
MEXIM RYDER, 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.

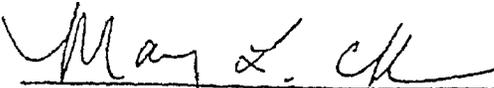
SECTION 3: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 23rd day of March, 1999.



E. PAT LARKINS, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

lcmd
3/9/99
l:resol99-226a

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

Anita Garvey

ANITA GARVEY
Typed, Stamped or Printed Name

By: [Signature]

Roy Merritt
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.

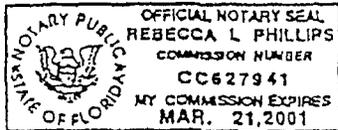
NOTARY'S SEAL:

Rebecca L. Phillips
NOTARY PUBLIC, STATE OF FLORIDA

REBECCA L. PHILLIPS

(Name of Acknowledger Typed, Printed or Stamped)

CC627941
Commission Number



"LESSEE"

Witnesses:

CITY OF POMPANO BEACH

Debbie Hammond

By: *E. Pat Larkins*
E. PAT LARKINS, MAYOR

Shelby R. Bartholomew

By: *C. William Hargett, Jr.*
C. WILLIAM HARGETT, JR.
CITY MANAGER

Attest:

Mary L. Chambers
MARY L. CHAMBERS
CITY CLERK

(SEAL)

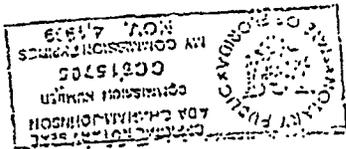
Approved by:

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)

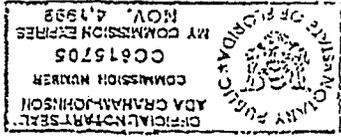
Commission Number

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)

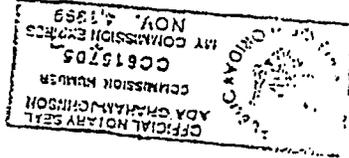
Commission Number

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
PageVezi99-1623a

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.

Meeting Date: July 28, 2015

Agenda Item 16

REQUESTED COMMISSION ACTION:

 Consent x Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, 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 Drey</u>
Public Works	<u>6/26/15</u>	APPROVE	<u>Robert McCaughan</u>
City Attorney	<u>7/6/15</u>	_____	<u>Robert B. Spurr</u>
Finance	<u>7/6/15</u>	APPROVE	<u>A. Thompson</u>
Budget	<u>7-7-15</u>	APPROVE	<u>_____</u>

Advisory Board
 Development Services Director
 City Manager *[Signature]*

[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading <u>7/14/15</u>	1st Reading _____	Results: _____	Results: _____
Approved _____	_____	_____	_____
2nd Reading <u>7/28/15</u>	_____	_____	_____
_____	_____	_____	_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE 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.

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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

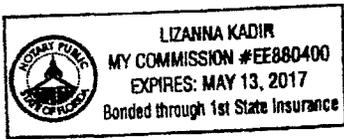
Title: Vice President

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	FEE	Comments
Hourly Rate	\$ 55.50	\$ 88.34	\$ 90.00	\$ 102.69	\$ 137.01	\$ 202.62	\$ 202.62		
TASK									
1) Investigation									
utility coordination		30		24	6	4			10 companies
draw information in base sheets		60		20	4				
utility meeting				8	4				
subtotal fees	\$0	\$8,151		\$5,340	\$1,918	\$810	\$0	\$14,219	
2) Water Distribution Design									
design coordination				8	4				1 sheet
60% plans		40		12	12				
detail sheets		24		8	2				
90% Plans		16		12	8				
100% Plans		16		12	8				
project management						8			By Thompson and Assoc.
quality control									
subtotal fees	\$0.00	\$6,560.64		\$5,339.88	\$4,658.34	\$1,620.96	\$0.00	\$18,180	
3) Sanitary System									
site investigation		480		480					Approx. 490 properties
contact with property owners		122		122					Profile sheets
prepare base sheets		40		24	4				
hydraulic analysis		40		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			By Thompson and Assoc.
quality control (5%)									
subtotal fees	\$0	\$64,035		\$85,849	\$11,372	\$10,131	\$0	\$171,386	
4) Stormwater System									
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	52	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			By Thompson and Assoc.
quality control (5%)									
subtotal fees	\$0.00	\$21,117.06		\$50,318.10	\$84,535.17	\$16,209.60	\$0.00	\$172,180	
5) Public Involvement									
community awareness plan				6	4	1			2 meetings
meetings with city				4		4			2 meetings, preparation, mailings, minutes
meetings with community	20			16		16			
meeting with City Commission				8		8			Included in construction services
community liason									
quality control (5%)						4			
subtotal fees	\$1,110.00	\$0.00		\$3,491.46	\$1,096.08	\$5,875.98	\$0.00	\$11,574	
7) Construction Phasing and MOT Plans									
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) Bidding assistance									
bid package preparation (coord only)				24					
distribution to contractors		16		4					
meetings				6		6			Assuming 2 addendums
addendum		8		8	2				
bid review and analysis					4	2			
subtotal fees	\$0.00	\$1,640.16	\$0.00	\$4,312.96	\$822.06	\$1,620.96	\$0.00	\$8,396	
13) Construction Services (24 months)									Not included
subtotal fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0	
15) Record Drawings									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	\$13,600.00
Task 9)	Permitting (Thompson)	Lump sum	\$11,040.00
Task 10)	Topographic Survey (K&A)	Lump sum	\$18,160.00
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

POMPANO BEACH LYONS PARK NIP					
Compensation Details		Project Manager (\$160/hr)	Staff Engineer (\$120/hr)	TOTALS	
Task	Description	Hours	Hours	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. 			
<p>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).</p>			
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

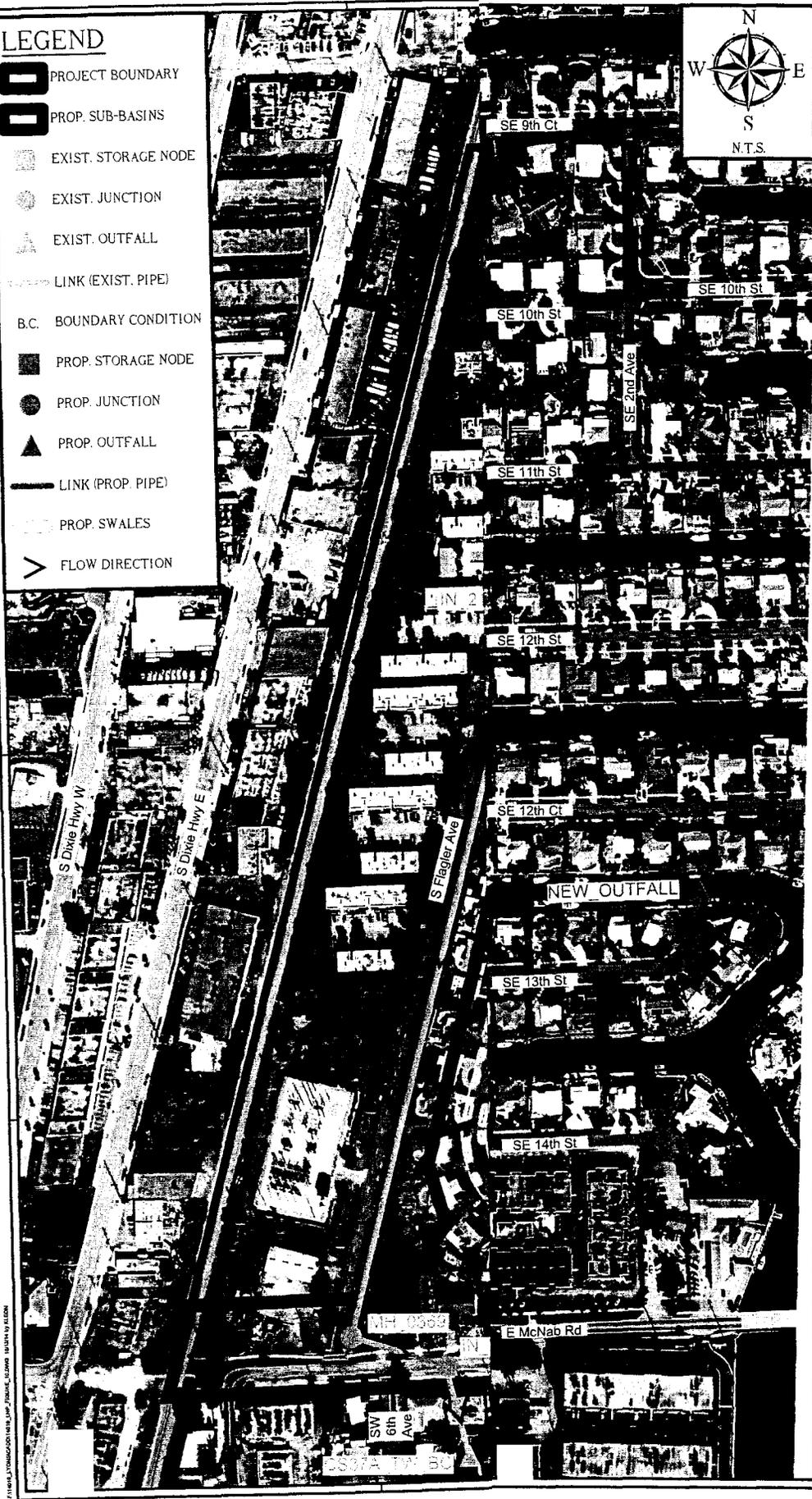
Consultant's Total Fee.....\$53,160.00

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: _____

LEGEND

-  PROJECT BOUNDARY
-  PROP. SUB-BASINS
-  EXIST. STORAGE NODE
-  EXIST. JUNCTION
-  EXIST. OUTFALL
-  LINK (EXIST. PIPE)
- B.C. BOUNDARY CONDITION
-  PROP. STORAGE NODE
-  PROP. JUNCTION
-  PROP. OUTFALL
-  LINK (PROP. PIPE)
-  PROP. SWALES
-  FLOW DIRECTION



R.J. Behar & Company, Inc.
ENGINEERS & ARCHITECTS



pompano beach.
Florida's Warmest Welcome

FIGURE 10
PROP. CONDITIONS ALT. 2a:
NEW COLLECTION SYSTEM WITH
TWO NEW GRAVITY OUTFALLS
NODE-LINK SCHEMATICS

LYONS PARK NEIGHBORHOOD IMPROVEMENT PROJECT
CITY OF POMPANO BEACH
BROWARD COUNTY, FLORIDA
BODR (NOT FOR CONSTRUCTION)

DATE: 1/15/2010 11:58 AM; USER: JLD; SCALE: 1"=50'; SHEET: 10 OF 10



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 ½" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

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

Title page:

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

Table of Contents:

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

Letter of Interest:

A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

Technical Approach:

Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed, and how their firm proposes to maintain time schedules and cost controls.

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

Project Team Form:

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

References:

References for past four (4) projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Minority Business Enterprises:

It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be

considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

Small Business Enterprises:

Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

Local Businesses:

Completed Local Business program forms, Exhibits E-H, if applicable.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

Acknowledgement of all Addenda issued.

City Forms:

Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

6. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse hazard		property damage
— underground hazard		
— products/completed operations hazard		
XX contractual insurance	bodily injury and property damage	
XX broad form property damage	combined	
XX independent contractors		
XX personal injury	personal injury	

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

	bodily injury (each person)		
	bodily injury (each accident)		
XX comprehensive form			
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 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?

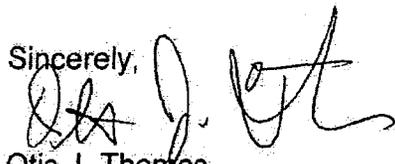
Response: No, however, the link has been provided below.

<\\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,



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 11000	
	INSURER B: Travelers Casualty and Surety 19038	
	INSURER C: Continental Casualty Company 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 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			20SBMAC0037	11/17/2014	11/17/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			20UECNG0289	11/17/2014	11/17/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			20SBMAC0037	11/17/2014	11/17/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-3864T214	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
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 ^{design} main ^{Repl}	420	73	09	533	65	03	207		66,520		
07-931 water ^{construction} main ^{Repl}	420	73	09	533	65	12	134,979			66,520	
08-968 lift station ^{Design} ^{chdb}	420	73	45	535	65	03	208,196		11,732		
08-968 lift station ^{construction}	420	73	45	535	65	12	184,240			11,732	

AS
BS
BS
AJ
AJ

*USE WHOLE DOLLARS ONLY

TOTAL

200,314 78,252

REASON

These funds are required to pay for engineering services for the Lyons Park Neighborhood Improvement project CIP 14251

Robert McLaughlin 6/26/15
Department Head Date

Adjustment is within total budget of department - Yes _____ No X
 Adjustment requires only City Manager approval - Yes _____ No X
 Adjustment requires City Commission approval - Yes X No _____

Adjustment approved at City Commission Meeting of _____

<u>A. Seppia</u> Finance Director	<u>7/6/15</u> Date	Budget Office	Date	City Manager	Date	AUDITED BY <u>[Signature]</u> 7/6	INPUT BY	CONTROL NO.
--------------------------------------	-----------------------	---------------	------	--------------	------	---	----------	-------------

REQUESTED COMMISSION ACTION:

Consent

X

Ordinance

Resolution

Consideration/
Discussion

Presentation

SHORT TITLE

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH AMENDING CHAPTER 155 "ZONING CODE", BY AMENDING ARTICLES 2,3,4,5, AND 9; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Staff is proposing a comprehensive group of text amendments to the City's Zoning Code. This is the first comprehensive group of amendments since January 28, 2014. The amendments include housekeeping items, such as revisions to clarify existing requirements, insertion of standards historically utilized by the city, and revisions to ensure consistency with the Comprehensive Plan. However there are several substantive changes including: granting the Development Services Director the authority to advise the City Commission of ZBA, P&Z, or AAC member absences; modifying the setback requirements for animal shelters; requiring vehicle stacking spaces in conjunction with valet operations; reducing the size of off-street parking spaces sizes citywide; permitting compact spaces in parking garages; and requiring guest parking spaces in conjunction with townhouse developments. Proposed amendments to Article 2 are described in Memos 15-069 and 15-224; to Article 3 are described in Memo 15-069; to Article 4 in Memos 14-586, 15-137, 15-179, and 15-241; and to Article 5 in Memos 13-451 and 15-194. The various amendments were reviewed by the Planning and Zoning Board at several hearings, listed below.

- (1) Origin of request for this action: Development Services Dept.
- (2) Primary staff contact: Robin M. Bird/ Karen Friedman *RF* 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	05/28/2015	Approval	Memo #15-278 <i>[Signature]</i>
City Attorney	07/09/2015	Approval	Memo #2015-1259 <i>[Signature]</i>
X Planning and Zoning Board		Approval	Memo #13-071 (Hearing: 11/20/2013)
			Memo #15-005 (Hearing: 01/28/2015)
			Memo #15-012 (Hearing: 02/25/2015)
			Memo #15-018 (Hearing: 03/25/2015)
			Memo #15-031 (Hearing: 04/22/2015)
			Memo #15-038 (Hearing: 05/27/2015)
			Memo #15-040 (Hearing: 05/27/2015)

Dennis W. Beach

X City Manager *[Signature]*

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



City Attorney's Communication #2015-1259

July 9, 2015

TO: Karen Friedman, AICP, Planner
FROM: Gordon B. Linn, City Attorney
RE: Ordinance Amending Chapter 155, "Zoning Code"

As requested, the following form of Ordinance, relative to the above-referenced matter, has been prepared and is attached:

AN ORDINANCE AMENDING CHAPTER 155, "ZONING CODE," OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA, BY AMENDING SECTION 155.2203., "ZONING BOARD OF APPEALS (ZBA)" AND SECTION 155.2204., "PLANNING AND ZONING BOARD (P&Z)" TO PROVIDE FOR ADDITIONAL NOTIFICATION TO THE CITY COMMISSION FOR REMOVAL OF BOARD MEMBERS FOR POOR ATTENDANCE; BY AMENDING SECTION 155.2205., "ARCHITECTURAL APPEARANCE COMMITTEE (AAC)" TO PROVIDE FOR ADDITIONAL NOTIFICATION TO THE CITY COMMISSION FOR REMOVAL OF BOARD MEMBERS FOR POOR ATTENDANCE AND ESTABLISH SUPPLEMENTAL CRITERIA FOR PROJECT REVIEW; BY AMENDING SECTION 155.2405., "PLANNED DEVELOPMENT," TO MODIFY PROCEDURES AND STANDARDS FOR PLANNED DEVELOPMENT APPLICATIONS, REVIEW AND APPROVALS; BY AMENDING SECTION 155.2407., "SITE PLAN," TO MODIFY THE APPLICABILITY OF MAJOR SITE PLANS AND TO MODIFY STANDARDS FOR MAJOR AND MINOR SITE PLAN REVIEW; BY AMENDING SECTION 155.2408., "BUILDING DESIGN," TO MODIFY THE APPLICABILITY OF MAJOR BUILDING DESIGN AND TO MODIFY STANDARDS FOR APPROVAL REVIEW STANDARDS; BY AMENDING SECTION 155.2410., "PLAT," TO REVIEW STANDARDS; BY AMENDING SECTION 155.2413., "ZONING COMPLIANCE PERMIT," TO MODIFY COMPLIANCE PERMIT REVIEW STANDARDS; BY AMENDING SECTION 155.2414., "ZONING USE CERTIFICATE," TO MODIFY THE APPLICABILITY TO OBTAIN A ZONING USE CERTIFICATE, AND THE EFFECT OF APPROVAL OF SAME, AND TO MODIFY THE EFFECT OF A REVOCATION OF A ZONING USE CERTIFICATE; BY AMENDING SECTION 155.2421., "ADMINISTRATIVE ADJUSTMENT," TO MODIFY STANDARDS FOR ALLOWABLE ADMINISTRATIVE ADJUSTMENTS; BY AMENDING SECTION 155.2424., "APPEAL," TO MODIFY THE TYPES OF DECISIONS OF THE DEVELOPMENT SERVICES DIRECTOR THAT MAY BE APPEALED TO THE ZONING BOARD OF APPEALS; BY AMENDING SECTION 155.3602., "GENERAL STANDARDS FOR ALL PLANNED DEVELOPMENT DISTRICTS," TO MODIFY REQUIREMENTS FOR PLANNED DEVELOPMENT DISTRICT PLANS; BY

AMENDING SECTION 155.4214., "COMMERCIAL: ANIMAL CARE USES," TO REVISE SETBACK STANDARDS FOR ANIMAL EXERCISE AREAS, OUTDOOR RUNS AND PENS FOR AN ANIMAL SHELTER OR KENNEL; BY AMENDING SECTION 155.4219., "COMMERCIAL: MOTOR VEHICLE SALES AND SERVICES USES," TO REVISE DEFINITION OF A GASOLINE FILLING STATION; BY AMENDING SECTION 155.4220., "COMMERCIAL: OFFICE USES," TO REVISE STANDARDS FOR PROFESSIONAL OFFICES IN MULTIFAMILY RESIDENTIAL DISTRICTS; BY AMENDING SECTION 155.4221., "COMMERCIAL: RETAIL SALES AND SERVICE USES – PERSONAL SERVICES," TO MODIFY STANDARDS FOR BANK OR FINANCIAL INSTITUTION USES; BY AMENDING SECTION 155.4222., "COMMERCIAL: RETAIL SALES AND SERVICE USES – RETAIL SALES," TO PROVIDE REQUIREMENTS FOR GROCERY OR CONVENIENCE STORES WHICH SELL GASOLINE AND SIMILAR FUELS; BY AMENDING SECTION 155.5101., "ACCESS AND CIRCULATION," TO MODIFY VEHICLE STACKING SPACE REQUIREMENTS FOR DRIVE-THROUGH AND RELATED USES; BY AMENDING SECTION 155.5102., "OFF-STREET PARKING AND LOADING," TO MODIFY THE QUANTITY AND SIZE OF OFF-STREET PARKING SPACES, AND TO MODIFY REQUIREMENTS FOR OFF-STREET PARKING AREAS AND VALET PARKING PLANS; BY AMENDING PART 5, "TERMS AND USES DEFINED," BY REVISING DEFINITIONS FOR BANKS OR FINANCIAL INSTITUTIONS AND FOR GASOLINE FILLING STATIONS; 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/2015-1259

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 155, "ZONING CODE," OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA, BY AMENDING SECTION 155.2203., "ZONING BOARD OF APPEALS (ZBA)" AND SECTION 155.2204., "PLANNING AND ZONING BOARD (P&Z)" TO PROVIDE FOR ADDITIONAL NOTIFICATION TO THE CITY COMMISSION FOR REMOVAL OF BOARD MEMBERS FOR POOR ATTENDANCE; BY AMENDING SECTION 155.2205., "ARCHITECTURAL APPEARANCE COMMITTEE (AAC)" TO PROVIDE FOR ADDITIONAL NOTIFICATION TO THE CITY COMMISSION FOR REMOVAL OF BOARD MEMBERS FOR POOR ATTENDANCE AND ESTABLISH SUPPLEMENTAL CRITERIA FOR PROJECT REVIEW; BY AMENDING SECTION 155.2405., "PLANNED DEVELOPMENT," TO MODIFY PROCEDURES AND STANDARDS FOR PLANNED DEVELOPMENT APPLICATIONS, REVIEW AND APPROVALS; BY AMENDING SECTION 155.2407., "SITE PLAN," TO MODIFY THE APPLICABILITY OF MAJOR SITE PLANS AND TO MODIFY STANDARDS FOR MAJOR AND MINOR SITE PLAN REVIEW; BY AMENDING SECTION 155.2408., "BUILDING DESIGN," TO MODIFY THE APPLICABILITY OF MAJOR BUILDING DESIGN AND TO MODIFY STANDARDS FOR APPROVAL REVIEW STANDARDS; BY AMENDING SECTION 155.2410., "PLAT," TO REVIEW STANDARDS; BY AMENDING SECTION 155.2413., "ZONING COMPLIANCE PERMIT," TO MODIFY COMPLIANCE PERMIT REVIEW STANDARDS; BY AMENDING SECTION 155.2414., "ZONING USE CERTIFICATE," TO MODIFY THE APPLICABILITY TO OBTAIN A ZONING USE CERTIFICATE, AND THE EFFECT OF APPROVAL OF SAME, AND TO MODIFY THE EFFECT OF A REVOCATION OF A ZONING USE CERTIFICATE; BY AMENDING SECTION 155.2421., "ADMINISTRATIVE ADJUSTMENT," TO MODIFY STANDARDS FOR ALLOWABLE ADMINISTRATIVE ADJUSTMENTS; BY AMENDING SECTION 155.2424., "APPEAL," TO MODIFY THE TYPES OF DECISIONS OF THE DEVELOPMENT SERVICES DIRECTOR THAT MAY BE APPEALED TO THE ZONING BOARD OF APPEALS; BY AMENDING SECTION 155.3602., "GENERAL STANDARDS FOR ALL PLANNED DEVELOPMENT DISTRICTS," TO MODIFY REQUIREMENTS FOR PLANNED DEVELOPMENT DISTRICT PLANS; BY AMENDING SECTION 155.4214., "COMMERCIAL: ANIMAL CARE USES," TO REVISE SETBACK STANDARDS FOR ANIMAL EXERCISE AREAS, OUTDOOR RUNS AND PENS FOR AN ANIMAL SHELTER OR KENNEL; BY AMENDING SECTION 155.4219., "COMMERCIAL:

MOTOR VEHICLE SALES AND SERVICES USES," TO REVISE DEFINITION OF A GASOLINE FILLING STATION; BY AMENDING SECTION 155.4220., "COMMERCIAL: OFFICE USES," TO REVISE STANDARDS FOR PROFESSIONAL OFFICES IN MULTIFAMILY RESIDENTIAL DISTRICTS; BY AMENDING SECTION 155.4221., "COMMERCIAL: RETAIL SALES AND SERVICE USES – PERSONAL SERVICES," TO MODIFY STANDARDS FOR BANK OR FINANCIAL INSTITUTION USES; BY AMENDING SECTION 155.4222., "COMMERCIAL: RETAIL SALES AND SERVICE USES – RETAIL SALES," TO PROVIDE REQUIREMENTS FOR GROCERY OR CONVENIENCE STORES WHICH SELL GASOLINE AND SIMILAR FUELS; BY AMENDING SECTION 155.5101., "ACCESS AND CIRCULATION," TO MODIFY VEHICLE STACKING SPACE REQUIREMENTS FOR DRIVE-THROUGH AND RELATED USES; BY AMENDING SECTION 155.5102., "OFF-STREET PARKING AND LOADING," TO MODIFY THE QUANTITY AND SIZE OF OFF-STREET PARKING SPACES, AND TO MODIFY REQUIREMENTS FOR OFF-STREET PARKING AREAS AND VALET PARKING PLANS; BY AMENDING PART 5, "TERMS AND USES DEFINED," BY REVISING DEFINITIONS FOR BANKS OR FINANCIAL INSTITUTIONS AND FOR GASOLINE FILLING STATIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Section 155.2203., "Zoning Board of Appeals (ZBA)," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 155.2203. ZONING BOARD OF APPEALS (ZBA)

...

C. MEMBERSHIP, APPOINTMENT, AND TERMS OF OFFICE

...

4. Removal and Replacement; Attendance

...

b. Removal for Poor Attendance

Any member of the ZBA who is absent from three consecutive regularly scheduled board meetings or more than 50 percent of regularly scheduled board meetings held within a calendar year shall be removed from the board by the City Commission in accordance with subsection a above. The Chair of the ZBA or the Development Services Director shall notify the Mayor and City Commission if a member qualifies for removal under this subsection.

...

SECTION 2. That Section 155.2204., "Planning and Zoning Board (P&Z)," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 155.2204. PLANNING AND ZONING BOARD (P&Z)

...

C. MEMBERSHIP, APPOINTMENT, AND TERMS OF OFFICE

...

4. Removal and Replacement; Attendance

...

b. Removal for Poor Attendance

Any member of the P&Z who is absent from three consecutive regularly scheduled board meetings or more than 50 percent of regularly scheduled board meetings held within a calendar year shall be removed from the board by the City Commission in accordance with subsection a above. The Chair of the P&Z or the Development Services Director

shall notify the Mayor and City Commission if a member qualifies for removal under this subsection.

...

SECTION 3. That Section 155.2205., "Architectural Appearance Committee (AAC)," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 155.2205. ARCHITECTURAL APPEARANCE COMMITTEE (AAC)

...

C. MEMBERSHIP, APPOINTMENT, AND TERMS OF OFFICE

...

4. Removal and Replacement; Attendance

...

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 or the Development Services Director shall notify the Mayor and City Commission if a member qualifies for removal under this subsection.

...

J. SUPPLEMENTAL CRITERIA

The AAC may adopt Supplemental Criteria, which augments the design standards found within the Zoning Code. The Supplemental Criteria will enable the AAC to determine if the design elements of proposed developments would enhance the City and, more specifically, if the City's desired aesthetics are actualized in the design of the proposed developments. Copies shall be made available for public inspection in the Development Services Department.

SECTION 4. That Section 155.2405., "Planned Development," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 155.2405. PLANNED DEVELOPMENT

...

B. SCOPE

Planned developments are established by amendments of the Official Zoning Map that rezone land to a Planned Development (PD) zoning district for which applicable development regulations are defined by a planned development master plan (PD Plan) ~~and a planned development agreement (PD Agreement)~~. Subsequent development within the PD district occurs through the appropriate site plan and plat review procedures and standards (as appropriate), which ensure compliance with the PD Plan ~~and PD Agreement~~.

C. PLANNED DEVELOPMENT PROCEDURE

...

3. Step 3: Application Submittal and Acceptance

Applicable (See Section 155.2303.), except that applications may be initiated only by the owner(s) of all property included in the proposed planned development district (to ensure unified control), and shall include the following:

- a. A PD Plan that depicts the general configuration and relationship of the principal elements of the proposed development, including uses, general building types, density/intensity, resource protection, pedestrian and vehicular circulation, open space, public facilities, and phasing; and
- b. ~~A PD Agreement that specifies terms and conditions defining development parameters, provides for environmental mitigation, outlines how public facilities will be provided to serve the planned development, and provides for management and maintenance of development incorporated in the PD Plan; and~~

- e. b. A copy of the title to all land that is part of the proposed PD district (to ensure unified control).

...

7. Step 7: Decision-Making Body Review and Decision

Applicable to a final decision by the City Commission, following a quasi-judicial public hearing (See Section 155.2307.), except that the City Commission's final decision shall be one of the following:

- a. Approval of the application subject to the PD Plan ~~and PD Agreement~~ included in the application;
- b. Approval of the application subject to conditions related to the PD Plan ~~and the PD Agreement~~; or
- c. Denial of the application.

D. PLANNED DEVELOPMENT REVIEW STANDARDS

Review of and the decision on a Planned Development application shall be based on compliance of the proposed zoning reclassification, ~~and the PD Plan, and PD Agreement~~ with the review standards in Section 155.2404.C, Site-Specific Zoning Map Amendment Review Standards, and the standards for the proposed type of PD district in Part 6 (Planned Development Zoning Districts) of Article 3: Zoning Districts.

E. REQUIRED CONCURRENT OR PRIOR APPROVAL OF FLEX OR RESERVE UNITS

The applicant shall submit an application for and obtain flex or reserve units necessary to implement the PD Plan ~~and PD Agreement~~ prior to or concurrent with the approval of the Planned Development (PD) Zoning District.

F. RECORDATION

The Development Services Director shall record the adopting ordinance, and the PD Plan, ~~and the PD Agreement~~ with the Broward County Records.

...

H. EFFECT OF APPROVAL

Lands rezoned to a PD zoning district shall be subject to the approved PD Plan ~~and PD Agreement~~. The PD Plan ~~and PD Agreement~~ are is binding on the land as an amendment to the Official Zoning Map. ~~They~~ The PD Plan

shall be binding on the landowners and their successors and assigns, and shall constitute the development regulations for the land. Development of the land shall be limited to the uses, intensity and density, configuration, and all other elements and conditions set forth in the PD Plan ~~and the PD Agreement~~. The applicant may apply for and obtain subsequent development permits necessary to implement the PD Plan in accordance with the appropriate procedures and standards set forth in this Code. Any development permits shall be in substantial compliance with the PD Plan ~~and PD Agreement~~.

I. EXPIRATION

The PD Plan ~~and PD Agreement~~ shall automatically expire if an application for a Site Plan (Major or Minor) for any part of the development shown on the approved PD Plan is not submitted within two years after approval of the Planned Development, or an extension of this time period authorized in accordance with Section 155.2308.B.2, Extension of Expiration Time Period.

J. MINOR DEVIATIONS FROM APPROVED PD PLAN

Subsequent applications for development permits within an approved PD district may include minor deviations from the PD Plan ~~or PD Agreement~~, without the need to amend the PD Plan ~~or PD Agreement~~, provided such deviations are limited to changes that the Development Services Director determines:

1. Address technical considerations that could not reasonably be anticipated during the planned development approval process; and
2. Have no material effect on the character of the approved PD district, and the basic terms and concept of the PD Plan, ~~and the terms in the PD Terms and Conditions~~. These include, but are not limited to, the following:

...

K. AMENDMENT

Deviations from the PD Plan ~~or PD Agreement~~ that would have a material effect on the character of the approved PD district, and the basic terms and concept of the PD Plan, ~~or the terms in the PD Agreement~~, including, but not limited to, the following modifications, shall require amendment of the Planned Development in accordance with Section 155.2308.C, Modification or Amendment of Development Order:

...

SECTION 5. That Section 155.2407., "Site Plan," of Chapter 155, "Zoning Code," of the

Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 155.2407. SITE PLAN

...

B. APPLICABILITY

There are two types of Site Plans authorized by this Code: Major Site plans and Minor Site Plans.

1. Major Site Plan

Unless exempted in accordance with subsection 3 below, a development order for a Major Site Plan in accordance with this section is required before issuance of a Zoning Compliance Permit for the following development listed in Table 155.2407.B.1:

a. ~~Residential Use~~

- ~~i. Development of more than ten new or additional multifamily dwelling units.~~

b. ~~Institutional Use, Commercial Use, and Industrial Use~~

- ~~i. New Development that contains more than 5,000 square feet of gross floor area; or~~
- ~~ii. Development that adds a total of more than 25,000 square feet of gross floor area to existing development, that increases the amount of lot coverage of such existing development by more than 25%, or that increases the gross floor area of the primary building of such existing development by more than 25%.~~

c. ~~Property owned by the City, regardless of use type and Brownfield Designation~~

- ~~i. All new development and additions to existing development.~~

d. ~~Redevelopment of a property located within the City's designated Brownfield Area or property that has been designated a Brownfield site~~

- i. ~~Development of more than fifteen new or additional multifamily dwelling units.~~
- ii. ~~New non-residential development that contains more than 7,500 square feet of gross floor area; or~~
- iii. ~~Non-residential development that adds a total of more than 37,500 square feet of gross floor area to existing development, that increases the amount of lot coverage of such existing development by more than 37.5%, or that increases the gross floor area of the primary building of such existing development by more than 37.5%.~~

TABLE 155.2407.B.1: MAJOR SITE PLAN APPLICABILITY

PROPERTY TYPE		RESIDENTIAL AND NONRESIDENTIAL USE		
Property owned by the City	All new free standing buildings and all new attached additions.			
	RESIDENTIAL USE		NONRESIDENTIAL USE	
Designated Brownfield Area or Brownfield site	New Development	More than 15 new multifamily dwelling units	New Development	More than 7,500 sq ft gfa
	Existing Development	Addition of more than 15 new multifamily dwelling units	Existing Development that is 7,500 sq ft gfa or less	An addition that results in development that contains more than 7,500 sq ft gfa
Existing Development that is more than 7,500 sq ft gfa			One of the following, whichever is less: <ul style="list-style-type: none"> • An addition that adds more than 37,500 sq ft gfa. • An addition that increases the amount of lot coverage of such existing development by more than 37.5%. • An addition that increases the gross floor area of the primary building of such existing development by more than 37.5%. 	

<u>All Other Property Types</u>	<u>New Development</u>	<u>More than 10 new multifamily dwelling units</u>	<u>New Development</u>	<u>More than 5,000 sq ft gfa</u>
	<u>Existing Development</u>	<u>Addition of more than 10 new multifamily dwelling units</u>	<u>Existing Development that is 5,000 sq ft gfa or less:</u>	<u>An addition that results in development that contains more than 5,000 sq ft gfa</u>
			<u>Existing Development that is more than 5,000 sq ft gfa:</u>	<u>One of the following, whichever is less:</u> <ul style="list-style-type: none"> • <u>An addition that adds more than 25,000 sq ft gfa.</u> • <u>An addition that increases the amount of lot coverage of such existing development by more than 25%.</u> • <u>An addition that increases the gross floor area of the primary building of such existing development by more than 25%.</u>

E. SITE PLAN REVIEW STANDARDS

An application for a Major Site Plan or Minor Site Plan shall be approved only on a finding that there is competent substantial evidence in the record that the development, as proposed:

...

8. Complies with any applicable hazardous material licensing requirements in the Broward County Wellfield Protection Ordinance; and
9. Complies with crime prevention security strengthening and CPTED standards for natural surveillance, natural access control, territorial reinforcement, maintenance, and activity support; and
10. Complies with the approved Transportation Corridor Study, unless in direct conflict with another zoning code provision.

...

SECTION 6. That Section 155.2408., "Building Design," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 155.2408. BUILDING DESIGN

...

B. APPLICABILITY

1. Major Building Design

Unless exempted in accordance with subsection 3 below, a development order for Major Building Design in accordance with this section is required before issuance of a Zoning Compliance Permit for the following development listed in Table 155.2408.B.1:

a. ~~Residential Use~~

- ~~i. Development of more than ten new or additional multifamily dwelling units.~~

b. ~~Institutional Use, Commercial Use, and Industrial Use~~

- ~~i. New development that contains more than 5,000 square feet of gross floor area; or~~
- ~~ii. Development that adds a total of more than 25,000 square feet of gross floor area to existing development, that increases the amount of lot coverage of such existing development by more than 25%, or that increases the gross floor area of the primary building of such existing development by more than 25%.~~

c. ~~Property owned by the City, regardless of use type and Brownfield Designation~~

- ~~i. All new development and additions to existing development.~~

d. — ~~Redevelopment of a property located within the City's designated Brownfield Area or property that has been designated a Brownfield site~~

- ~~i. — Development of more than fifteen new or additional multifamily dwelling units.~~
- ~~ii. — New non-residential development that contains more than 7,500 square feet of gross floor area; or~~
- ~~iii. — Non-residential development that adds a total of more than 37,500 square feet of gross floor area to existing development, that increases the amount of lot coverage of such existing development by more than 37.5%, or that increases the gross floor area of the primary building of such existing development by more than 37.5%.~~

TABLE 155.2408.B.1: MAJOR BUILDING DESIGN APPLICABILITY

<u>PROPERTY TYPE</u>	<u>RESIDENTIAL AND NONRESIDENTIAL USE</u>			
<u>All property</u>	Landscape projects of at least 10,000 sq ft.			
<u>Property owned by the City</u>	All new free standing buildings and all new attached additions.			
<u>Property abutting a designated arterial or collector road as defined by the Broward County Trafficways Plan</u>	All new free standing buildings and all new attached additions facing or visible from the roadway. New free standing buildings or attached additions that are not facing or visible from the roadway shall comply with other applicable thresholds below.			
	<u>RESIDENTIAL USE</u>		<u>NONRESIDENTIAL USE</u>	
<u>Designated Brownfield Area or Brownfield Site</u>	<u>New Development</u>	More than 15 new multifamily dwelling units	<u>New Development</u>	More than 7,500 sq ft gfa
	<u>Existing Development</u>		<u>Existing Development that is 7,500 sq ft gfa or less</u>	An addition that results in development that contains more than 7,500 sq ft gfa
			<u>Existing Development that is more than 7,500 sq ft gfa</u>	<u>One of the following, whichever is less:</u> <ul style="list-style-type: none"> • <u>An addition that adds 37,500 sq ft gfa.</u> • <u>An addition that increases the amount of lot coverage of such existing development by more than 37.5%.</u> • <u>An addition that increases the gross floor area of the primary building of such existing development by more than 37.5%.</u>

<u>All Other Property Types</u>	<u>New Development</u>	<u>More than 10 new multifamily dwelling units</u>	<u>New Development</u>	<u>More than 5,000 sq ft gfa</u>
	<u>Existing Development</u>	<u>Addition of more than 10 new multifamily dwelling units</u>	<u>Existing Development that is 5,000 sq ft gfa or less:</u>	<u>An addition that results in development that contains more than 5,000 sq ft gfa</u>
			<u>Existing Development that is more than 5,000 sq ft gfa:</u>	<u>One of the following, whichever is less:</u> <ul style="list-style-type: none"> • <u>An addition that adds more than 25,000 sq ft gfa.</u> • <u>An addition that increases the amount of lot coverage of such existing development by more than 25%.</u> • <u>An addition that increases the gross floor area of the primary building of such existing development by more than 25%.</u>

...

3. Exemptions

The following development shall be exempted from the requirements of this section:

- a. Construction or alteration of a single-family dwelling; and or two-family dwelling; or
- b. Construction or alteration of a two-family dwelling Development of a Temporary Use or Interim Use, provided that an applicable Temporary Use Permit or Interim Use Permit has been approved.

...

E. BUILDING DESIGN APPROVAL REVIEW STANDARDS

An application for Major Building Design or Minor Building Design shall be approved only on a finding that there is competent substantial evidence in the record that the exterior design and appearance of the proposed building, ~~or structure, or sign~~:

1. Complies with the applicable design standards in Section 155.3703.F and Article 5;

2. Complies with any approved design guidelines that are applicable to the area or type of structure, including the adopted AAC supplemental Criteria; ~~and~~
3. Complies with CPTED Standards for natural surveillance, natural access control, territorial reinforcement, and maintenance-;
4. Complies with the Ch 156: Sign Code, if applicable;
5. Complies with the approved Transportation Corridor Study, unless in direct conflict with another zoning code provision, if applicable; and
- 4.6. Additionally, any application for Minor Building Design not required to comply with the Design Standards in Part 6 of Article 5:, shall be approved only on a finding that there is competent substantial evidence in the record that the exterior design and appearance of the building or structure is cohesive, consistent, and complimentary to the existing vernacular design.

...

SECTION 7. That Section 155.2410., "Plat," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 155.2410. PLAT

...

D. PLAT REVIEW STANDARDS

An application for a Plat shall be approved only on a finding that the proposed subdivision or development on the lots proposed to be platted meets all of the following standards:

...

4. Any land within the platted lot(s) that is necessary to comply with the Broward County Trafficways Plan has been conveyed to public by deed or grant of easement; ~~and~~
5. The development complies with any applicable hazardous material licensing requirements in the Broward County Wellfield Protection Ordinance-; and

6. All facilities for the distribution of electricity, telephone, cable television, and similar utilities, shall be placed underground.

...

SECTION 8. That Section 155.2413., "Zoning Compliance Permit," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 155.2413. ZONING COMPLIANCE PERMIT

...

D. ZONING COMPLIANCE PERMIT REVIEW STANDARDS

A Zoning Compliance Permit shall be approved only on a finding that the application complies with all applicable standards in this Code and all conditions as required by review and decision-making authorities as set forth in a development order.

...

SECTION 9. That Section 155.2414., "Zoning Use Certificate," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 155.2414. ZONING USE CERTIFICATE

...

B. APPLICABILITY

A Zoning Use Certificate is required for any person to operate or engage in any use (which includes business, profession or occupation) within the city limits. A new Zoning Use Certificate is required for any change in use, additional use, change in location, change in ownership, and/or change in business name. A Zoning Use Certificate is required ~~before~~ prior to the issuance of a Business Tax Receipt, which is required before operation of any business or the occupation of a premises where a business is conducted.

...

E. EFFECT OF APPROVAL

A Business Tax Receipt shall only be issued for the use specified in the approved Zoning Use Certificate. An approved Zoning Use Certificate is only valid for the specific address, business name, corporate name, and type of business for which it was approved.

...

EF. EXPIRATION

A Zoning Use Certificate shall automatically expire if a Business Tax Receipt is not obtained within 60 days after the date of approval. A Zoning Use Certificate may be revoked in accordance with Section 155.8502.B.2, Revocation of Zoning Use Certificate.

FG. APPEAL

A party aggrieved by the decision rendered by the Development Services Director may appeal the decision to the ZBA in accordance with the procedures in Section 155.2424, Appeal.

GH. REVOCATION

A Zoning Use Certificate may be revoked in accordance with the procedures in Section 155.8402.B.2, Revocation of Zoning Use Certificate. A Zoning Use Certificate that has been revoked nullifies the accompanying Business Tax Receipt.

SECTION 10. That Section 155.2421., "Administrative Adjustment," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 155.2421. ADMINISTRATIVE ADJUSTMENT

...

B. APPLICABILITY

1. General

...

TABLE 155.2421.B.1: ALLOWABLE ADMINISTRATIVE ADJUSTMENTS

STANDARD	MAXIMUM ALLOWABLE EXTENT OF ADJUSTMENT		
	MINOR ADMINISTRATIVE ADJUSTMENT (All Zoning Districts)		MAJOR ADMINISTRATIVE ADJUSTMENT (AOD, TO, CRAO, and Nonresidential Districts)
	DEVELOPMENT WITHIN ATLANTIC BOULEVARD OVERLAY DISTRICT OR REDEVELOPMENT OF BROWNFIELD SITE WITHIN DESIGNATED BROWNFIELD AREA	OTHER DEVELOPMENT	
Minimum vehicular use area interior landscaped island or area width	20%	10%	30%
...			

...

SECTION 11. That Section 155.2424., "Appeal," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 155.2424. APPEAL

...

B. RIGHT TO APPEAL

- Parties aggrieved by a final decision by the Development Services Director.

A party aggrieved by a final decision by the Development Services Director identified in Table 155.2424.B, Appellate Boards for Appeals of Development Services Director Decisions, may appeal the decision to the appellate board identified in the table as responsible for reviewing such appeals, in accordance with the procedures as set forth in Section 155.2424.C, Appeal Procedure.

TABLE 155.2424.B: APPELLATE BOARDS FOR APPEALS OF DECISIONS OF DEVELOPMENT SERVICES DIRECTOR	
Application Type	Board Responsible for Reviewing Appeal
Minor Building Design	Architectural Appearance Committee (AAC)
Minor Certificate of Appropriateness	Historic Preservation Committee (HPC)

Interpretation All other application types and waiver requests	Zoning Board of Appeals (ZBA)
Sexually Oriented Business	Zoning Board of Appeals (ZBA)
Zoning Use Certificate	Zoning Board of Appeals (ZBA)

...

SECTION 12. That Section 155.3602., "General Standards for all Planned Development Districts," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 155.3602. GENERAL STANDARDS FOR ALL PLANNED DEVELOPMENT DISTRICTS

Before approving a PD zoning district classification, the City Commission shall find that the application for the PD zoning district classification, ~~as well as~~ and the associated PD Plan and the PD Agreement included ~~as part of the application,~~ comply with the following standards:

A. PD PLAN

The PD Plan shall include the following:

1. ~~Include a~~ A statement of planning objectives for the district;
2. Detailed description of the following for the entire PD District and for each development area:
 - a. Dimensional Standards as follows:
 - i. the land area;
 - ii. Types and mix of land uses;
 - iii. Maximum number of residential units (by use type);
 - iv. Maximum nonresidential floor area (by use type);
 - v. Minimum lot area;
 - vi. Minimum lot width;

- vii. Maximum impervious surface area;
- viii. Maximum building height;
- ix. Maximum individual building size;
- x. Minimum and maximum setbacks; and
- xi. Minimum setbacks from adjoining residential development or residential zoning districts.

b. Modifications of Development Standards;

c. Provisions addressing how transportation, potable water, wastewater, stormwater management, and other public facilities will be provided to accommodate the proposed development;

d. Provisions related to environmental protection and monitoring;

e. Identification of community benefits and amenities that will be provided to compensate for the added development flexibility afforded by the PD district;

f. Development Phasing Plan;

g. Conversion Schedule; and

h. 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.

2. 3. Identify the general location of the following: individual development areas, identified by land use(s) and/or development density or intensity;

a. Individual development areas, identified by land use(s) and/or development density or intensity;

b. Open space (whether designated for active or passive recreation), including amount, and type of;

- c. 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;
 - d. Environmentally sensitive lands, wildlife habitat, wetlands, and floodplains;
 - e. On-site potable water and wastewater facilities, and how they will connect to city systems;
 - f. On-site stormwater management facilities, and how they will connect to city systems; and
 - g. All other on-site public facilities serving the development, including but not limited to parks, schools, and facilities for fire protection, police protection, EMS, stormwater management, and solid waste management.
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;~~
 5. ~~Identify the location of environmentally sensitive lands, wildlife habitat, wetlands, and floodplains;~~
 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;~~
 7. ~~Identify the general location of on-site potable water and wastewater facilities, and how they will connect to city systems;~~
 8. ~~Identify the general location of on-site stormwater management facilities, and how they will connect to city systems; and~~
 9. ~~Identify the general location of all other on-site public facilities serving the development, including but not limited to parks, schools, and facilities for fire protection, police protection, EMS, stormwater management, and solid waste management.~~

B. CONSISTENCY WITH CITY PLANS

The PD zoning district designation, and the PD Plan, and the PD Agreement shall be consistent with the comprehensive plan.

...

G. ~~PD AGREEMENT~~

~~The PD Agreement shall incorporate by reference or include, 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.~~

H. G. USES

The principal, accessory, and temporary uses allowable in each type of PD district are identified in Appendix A: Consolidated Use Table. Allowed principal uses in a particular PD district shall be established in the PD Plan, subject to conversion in accordance with a schedule incorporated in the PD Plan in accordance with Section 155.3602.E, Conversion Schedule. Allowed uses shall be consistent with city plans and the purpose of the particular type of PD district, and subject to applicable use-specific standards in (Principal Uses), Part 3 (Accessory Uses and Structures), and Part 4 (Temporary Uses and Structures) of Article 4: Use Standards, and any

additional limitations or requirements set forth in Sections 155.3603 to 155.3607 for the particular type of PD district.

I. H. DENSITIES/INTENSITIES

The densities for residential development and the intensities for nonresidential development applicable in each development area of a PD district shall be as established in the PD Plan, and shall be consistent with the comprehensive plan and other adopted special area and city plans, and with the purpose of the particular type of PD district.

J. I. DIMENSIONAL STANDARDS

The dimensional standards applicable in each development area of a PD district shall be as established in the PD Plan, and shall be consistent with the purpose of the particular type of PD district. ~~The PD Plan shall include at least the following types of dimensional standards, unless the PD Plan expressly states otherwise:~~

- ~~1. — Maximum dwelling units per acre (residential development) and/or maximum floor area ratio (nonresidential development);~~
- ~~2. — Minimum lot area ;~~
- ~~3. — Minimum lot width;~~
- ~~4. — Maximum impervious surface area;~~
- ~~5. — Maximum building height;~~
- ~~7. — Minimum and maximum setbacks; and~~
- ~~8. — Minimum setbacks from adjoining residential development or residential zoning districts.~~

K. J. DEVELOPMENT STANDARDS

All development in a PD district shall comply with the development standards of Article 5: Development Standards, or any modifications of those standards established in the PD Plan as consistent with city plans, the objective of the particular type of development standard, the purpose of the particular PD district, and any additional limitations or requirements set forth in Section 155.3603 to 155.3607 for the particular type of PD district.

L. M. AMENDMENTS TO APPROVED PD PLAN OR PD AGREEMENT

Deviations from and amendments to a PD Plan ~~or PD Agreement~~ shall be considered in accordance with the standards in Sections 155.24

SECTION 13. That Section 155.4214., "Commercial: Animal Care Uses," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 155.4214. COMMERCIAL: ANIMAL CARE USES

...

B. ANIMAL SHELTER OR KENNEL

...

3. Standards

An animal shelter or kennel shall comply with the following standards:

- a. Those parts of structures in which animals are boarded shall be fully enclosed, with solid core doors and no operable windows, and shall be sufficiently insulated so no unreasonable noise or odor can be detected off the premises.
- ~~b. Any open exercise runs or pens shall be located at least 75 feet from any lot line, and at least 100 feet from any residential use, with a type B perimeter buffer provided between the run or pen and the property line.~~
- e b. All boarded animals shall be kept within a totally enclosed part of a structure between the hours of 10:00 p.m. and 8:00 a.m.
- d c. Accessory uses to an animal shelter may include retail sales and grooming services, as long as the accessory uses occupy no more than 25 percent of the total gross floor area.
- e d. No crematory facilities are allowed.

e. Exercise runs or pens shall comply with the following distance requirements:

i. **From property line abutting a residential district and/or education use:**

Outdoor runs, animal exercise areas or pens shall not be located within 50 feet of the property line. Except that outdoor runs, animal exercise areas or pens that are entirely surrounded by a solid wall a minimum of six feet in height may be located 10 feet from the property line.

ii. **From property line abutting a non-residential district (except education use):**

Outdoor runs, animal exercise areas or pens shall not be located within 25 feet of the property line. Except that outdoor runs, animal exercise areas or pens that are entirely surrounded by a solid wall a minimum of six feet in height may be located 10 feet from the property line.

iii. **From property line abutting a roadway:**

Outdoor runs, animal exercise areas or pens shall not be located within 15 feet from the property line.

...

SECTION 14. That Section 155.4219., "Commercial: Motor Vehicle Sales and Service Uses," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 155.4219. COMMERCIAL: MOTOR VEHICLE SALES AND SERVICE USES

...

I. GASOLINE FILLING STATION

...

2. Definition

A gasoline filling station consists of buildings and premises where gasoline and similar fuels for automotive use are supplied and dispensed at retail (or in connection with a private operation where the general public is excluded from use of facilities). This use may also involve the sale of oils and greases, batteries, tires, automobile accessories, drinks, packaged foods, tobacco, and similar convenience goods for filling station customers, as accessory and incidental to principal operation. ~~The use does not include establishments selling gasoline where the sales of convenience goods constitute a principal use such uses are classified as convenience stores.~~

...

SECTION 15. That Section 155.4220., "Commercial: Office Uses," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 155.4220. COMMERCIAL: OFFICE USES

...

B. PROFESSIONAL OFFICE

...

3. Standards

In the ~~Multifamily Residential (RM)~~ districts RM-12 District, a professional office use is allowed as a Special Exception only if the total gross floor area is 2,000 square feet or less.

SECTION 16. That Section 155.4221., "Commercial: Retail Sales and Service Uses – Personal Services," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 155.4221. COMMERCIAL: RETAIL SALES AND SERVICE USES – PERSONAL SERVICES

...

C. BANK OR FINANCIAL INSTITUTION

...

2. Definition

A bank or financial institution is an establishment that provides retail banking services, mortgage lending, or similar financial services to individuals and businesses. This use type also includes those establishments engaged in the on-site circulation of cash money and check-cashing facilities, but does not include bail bond brokers. ~~Banks and financial institutions are distinguished between those whose total gross floor area is 2,000 square feet or less and those whose total gross floor area exceeds 2,000 square feet.~~ Accessory uses may include automated teller machines (ATMs) and facilities providing drive-through service.

~~3. Standards~~

~~A bank or financial institution shall comply with the following standards:~~

- ~~a. In the Multifamily Residential (RM) districts, a bank or financial institution is allowed as a Special Exception only if the total gross floor area is 2,000 square feet or less.~~

...

SECTION 17. That Section 155.4222., "Commercial: Retail Sales and Service Uses – Retail Sales," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 155.4222. COMMERCIAL: RETAIL SALES AND SERVICE USES – RETAIL SALES

...

F. GROCERY OR CONVENIENCE STORE

...

3. Standards

Grocery or Convenience Stores where gasoline and similar fuels for automotive use are supplied and dispensed at retail shall comply with §155.4219.I.3, Gasoline Filling Station, Standards.

...

SECTION 18. That Section 155.5101., "Access and Circulation," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 155.5101. ACCESS AND CIRCULATION

...

G. VEHICULAR ACCESS AND CIRCULATION

...

8. Vehicle Stacking Space

a. For Drive-through and Related Uses

i. Required Number of Stacking Spaces

...

TABLE 155.5101.G.8.A: MINIMUM STACKING SPACES FOR DRIVE-THROUGH AND RELATED USES

Use or Activity	Minimum Number of Stacking Spaces	Measured From
...		
<u>Valet Parking for Residential Uses</u>	<u>10% of the total parking capacity of the facility up to a maximum of 5 spaces</u>	<u>Designated Drop-Off Area</u>
<u>Valet Parking for Nonresidential Uses</u>	<u>10% of the total parking capacity of the facility up to a maximum of 8 spaces</u>	<u>Designated Drop-Off Area</u>
Other	...	

...

SECTION 19. That Section 155.5102., "Off-Street Parking and Loading," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 155.5102. OFF-STREET PARKING AND LOADING

...

D. OFF-STREET PARKING SPACE REQUIREMENTS

1. Minimum Number of Off-Street Parking Spaces

...

TABLE 155.5102.D.1: MINIMUM NUMBER OF OFF-STREET PARKING SPACES		
Use Category	Use Type	Minimum Number of Parking
RESIDENTIAL USES		
Household Living Uses	Dwelling, live/work	1 per DU
	...	
	Dwelling, multifamily	<u>1 per 5 Townhouse Units; In addition to the required parking spaces based on dwelling unit</u>
	Townhouse Guest Spaces	
...		

...

I. DIMENSIONAL STANDARDS FOR PARKING SPACES AND AISLES

1. General

...

TABLE 155.5102.I.1: ABOVE: DIMENSIONAL STANDARDS FOR PARKING SPACES AND AISLES					
PARKING ANGLE (DEGREES)	STALL WIDTH (FT)	STALL DEPTH PERPENDICULAR TO CURB (FT)	AISLE WIDTH	STALL LENGTH ALONG CURB (FT)	DOUBLE ROW + AISLE, CURB TO CURB (FT)
A	B	C	D	E	F
RESIDENTIAL, COMMERCIAL, AND INSTITUTIONAL USES					
0	10	10	14	23	24
45	10	21.2	14	14.1	56.4
60	10	22.3	16	11.5	60.6
90	10	20 ²	23	10	63
INDUSTRIAL USES					
0	9	9	14	23	32
45	9	19.1	14	12.7	52.2
60	9	20.1	16	10.4	56.2
90	9	18	23	9	59

2. ~~Smaller Parking Spaces for Tandem Parking and Certain Uses and Districts~~ Compact Parking Spaces in Parking Garages

The When provided in a parking garage, the dimensions of up to 20% of the required off-street parking stalls spaces may be reduced

to a width of ~~9~~ 8 feet ~~and 6 inches~~ and a depth/length of ~~18~~ 16 feet ~~where the parking stalls are~~. The spaces shall be marked as Compact Parking Spaces.

~~a. — Used for tandem parking (See Section 155.5102.J.6, Valet and Tandem Parking.);~~

~~b. — Located within a development containing industrial services uses, manufacturing and production uses, or warehouse and freight movement uses; or~~

~~c. — Located within the Atlantic Boulevard Overlay district (AOD) Northwest Community Redevelopment Area, or the Transit Oriented (TO) District.~~

...

J. OFF-STREET PARKING ALTERNATIVES

...

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.~~

i. — All uses, except Hotels, may designate a maximum of 75 percent of the total number of required off-street parking spaces as valet parking. The valet spaces may be tandem.

- ii. Hotels may designate a maximum of 100 percent of the total number of required off-street parking spaces as valet parking. The valet spaces maybe tandem.

b. Drop-Off and Pick-Up Areas

The development shall provide a designated drop-off and pick-up area: in compliance with the following standards: The drop-off and pickup 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.

- i. The drop-off and pickup area shall be in compliance with Table 155.5101.G.8.a, Minimum Stacking Spaces for Drive-Through and Related Uses.
- ii. 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 Plan

The alternative parking plan requesting valet shall include, but not be limited to, the following:

- i. Identification of the type and nature of the use for which the valet service is being provided;
- ii. The location of the valet parking and self-parking spaces, including how the valet parking area shall be isolated from use by the general public.
- iii. The pick-up and drop off area(s);
- iv. A site traffic circulation plan; and
- v. The number of parking attendants (and any other personnel) needed to operate the valet service.

e.d. 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, except for Residential and Visitor Accommodation Uses, which shall provide valet parking attendants twenty-four hours a day. The agreement shall also include a legal description of the parcel where parking will be located and states the number of parking spaces utilized for 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.

SECTION 20. That Article 9, "Definitions and Interpretations, Part 5, "Terms and Uses Defined," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

ARTICLE 9: DEFINITIONS AND INTERPRETATION

...

PART 5 TERMS AND USES DEFINED

The following words, terms, and phrases, when used in this Code, shall have the meaning ascribed to them in this section.

...

BANK OR FINANCIAL INSTITUTION

An establishment that provides retail banking services, mortgage lending, or similar financial services to individuals and businesses. This use type also includes those establishments engaged in the on-site circulation of cash money and check-cashing facilities, but does not include bail bond brokers. ~~Banks and financial institutions are distinguished between those whose total gross floor area is 2,000 square feet or less and those whose total gross floor area exceeds 2,000 square feet.~~ Accessory

uses may include automated teller machines (ATMs) and facilities providing drive-through service.

...

GASOLINE FILLING STATION

Buildings and premises where gasoline, oils and greases, and automobile accessories may be supplied and dispensed at retail (or in connection with a private operation where the general public is excluded from use of facilities). This use may also involve the sale of drinks, packaged foods, tobacco, and similar convenience goods for filling station customers, as accessory and incidental to principal operation. ~~The use does not include establishments selling gasoline where the sales of convenience goods constitute a principal use—such uses are classified as convenience stores.~~

...

SECTION 21. 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 22. 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
7/9/15
L:ord/ch155/2015-390



MEMORANDUM

Development Services

MEMORANDUM NO. 15-278

DATE: May 28, 2015

TO: Gordon Linn, City Attorney

VIA: Robin M. Bird, Development Services Director *RB*

FROM: Karen Friedman, AICP, Principal Planner *KBF*

SUBJECT: Zoning Code / Request for Ordinance
City Commission Hearing June 23, 2015

The proposed text amendments to the city's Zoning Code includes revisions to Articles 2, 3, 4, 5, and 9. For your reference, the changes to §155.4204 were previously drafted by your office and included in City Attorney's Communication #2015-917.

Please review the proposed changes to the above referenced sections and draft the necessary Ordinance for the June 23, 2015 City Commission hearing.

Should you have any questions or comments, please contact me at extension 7792.

G:\Zoning 2009\Code Rewrite\Code Amendments\Article 2\CC -6-23-2015\Memo_CityAtty_RequestForOrd.doc

**PLANNING AND
ZONING BOARD
MEMOS**

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #13-071**

DATE: November 25, 2013
TO: City Commission
FROM: Planning and Zoning Board/ Local Planning Agency
SUBJECT: Recommended Approval of the REVISIONS to Chapter 155, Zoning Code related to Valet Parking

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on November 20, 2013, the Board considered revisions to Part 1: Article 5 of the Chapter 155 ZONING CODE as set forth in the Department of Development Services Administrative Report No. 13-451.

These revisions are in response to direction from the Planning and Zoning Board to consider allowing more opportunities for valet parking. The text amendments should result not only in an increased opportunity for the provision of valet parking, but should limit the impacts on surrounding property owners.

The revisions to the Zoning Code include:

- Requiring a minimum stacking space for vehicles utilizing valet parking. The stacking space varies based on the total parking capacity as well as whether the use is residential or non-residential.
- Removing the requirement that valet can only be provided in parking lots with at least 75 spaces.
- Allowing all use types to provide valet parking.
 - This will permit uses such as multi-family development, hospitals, and places of worship, to provide valet parking.
- Allowing all use types to provide 75% of required off-street parking spaces as valet, except for hotels who will continue to be allowed 100% valet.
- Adding in a cross-reference in the drop-off and pick-up areas to require compliance with the stacking requirements.
- Creating a list of standards for a Valet Parking Plan.
- Clarifying that hotels and residential development must have valet 24-hours per day.

It is the unanimous recommendation of the Board that the revisions to the ZONING CODE be approved.


11-27-2013

Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #15-005**

DATE: February 5, 201~~4~~⁵
TO: City Commission
FROM: Planning and Zoning Board/ Local Planning Agency
SUBJECT: Proposed Text Amendments to Zoning Code,
Professional Offices and Banks in RM Districts

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on January 28, 2015, the Board considered proposed text amendments to the Zoning Code regarding revisions to standards in the Professional Offices and Banks in RM Districts as set forth in the Department of Development Services Administrative Report 14-586.

Staff is recommending the limitation to 2,000 square feet of gross floor area be removed for Professional Offices and Banks in RM-20, RM-30 and RM-45 Zoning Districts. Further, Staff is recommending that the specific standard from FLU Land Use Implementation Section 3.02 be stated in the Zoning Code.

With a unanimous vote for the approval of the amendment, it is the recommendation of the Board that the text amendments be approved.



Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #15-012**

DATE: March 6, 2015
TO: City Commission
FROM: Planning and Zoning Board/ Local Planning Agency
SUBJECT: Proposed Text Amendments to Zoning Code,
Article 2 (Administration) and Article 3: Part 6 (Planned Development Zoning Districts)

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on February 25, 2015, the Board considered proposed text amendments to the Zoning Code regarding revisions to standards in Article 2 (Administration) and Article 3: Part 6 (Planned Development Zoning Districts) as set forth in the Department of Development Services Administrative Report 15-069.

Staff is recommending text amendments to the following zoning code sections:

§155.2205 Architectural Appearance Committee
§155.2405 Planned Development
§155.2407 Site Plan
§155.2408 Building Design
§155.2410 Plat
§155.2413 Zoning Compliance Permit
§155.2414 Zoning Use Certificate
§155.3602 General Standards for all Planned Development Districts

With a unanimous vote for the approval of the amendment, it is the recommendation of the Board that the text amendments be approved with an additional amendment requiring any new development or redevelopment of CRA-owned properties, regardless of size, to receive Major Site Plan review.



Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #15-018**

DATE: April 2, 2015
TO: City Commission
FROM: Planning and Zoning Board/ Local Planning Agency
SUBJECT: Proposed Text Amendments to Zoning Code,
Professional Offices and Banks in RM Districts

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on March 25, 2015, the Board considered proposed text amendments to the Zoning Code regarding revisions to the standards for Professional Offices and Banks in RM Districts as set forth in the Department of Development Services Administrative Report 15-137.

Staff found that the text amendments reviewed by the P&Z Board at the January 2015 hearing which added in the limitation that restricted the total gross floor area to no more than 50% of the floor area of the building inadvertently created an inconsistency with the Comprehensive Plan. Therefore the proposed text amendments will remove the limitation that restricted the total gross floor area to no more than 50% of the floor area of the building for Professional Offices and Banks in RM Districts.

With a unanimous vote for the approval of the amendment, it is the recommendation of the Board that the text amendments be approved.



Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #15-031**

DATE: May 4, 2015
TO: City Commission
FROM: Planning and Zoning Board/ Local Planning Agency
SUBJECT: Proposed Text Amendments to Zoning Code,
Article 4, Animal Shelter and Kennel

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on April 22, 2015, the Board considered proposed text amendments to the Zoning Code regarding revisions to standards for "Animal Shelter and Kennel" as set forth in the Department of Development Services Administrative Report 15-179.

Staff is recommending revising the required setbacks in order to balance the need to protect abutting property owners from excessive noise and odor while enabling animal shelter and kennel owners to develop in a practical manor.

With a unanimous vote for the approval of the amendment, it is the recommendation of the Board that the text amendments be approved with the following revisions:

155.4214 B.3.e.1

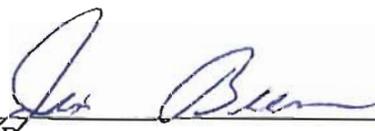
The Board recommends changing the proposed wall standard from *between 6 feet and 10 feet in height to a minimum of 6 feet in height.*

155.4214 B.3.e.2

The Board recommends changing the proposed wall standard from *between 6 feet and 10 feet in height to a minimum of 6 feet in height.*

155.4214 B.3.e.3 and 155.4214 B.3.e.4

Require 15 feet setback from all roadway types.



Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #15-038**

DATE: June 4, 2015
TO: City Commission
FROM: Planning and Zoning Board/ Local Planning Agency
SUBJECT: Proposed Text Amendments to Zoning Code,
Article 2 (Administration)

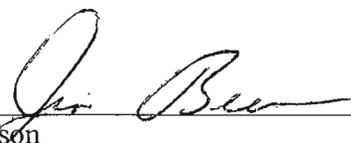
At the meeting of the Planning and Zoning Board/ Local Planning Agency held on May 27, 2015, the Board considered proposed text amendments to the Zoning Code regarding Article 2 (Administration) and a reconsideration of the Planning and Zoning Board recommendation included in the P&Z Board Memo #15-012 as set forth in the Department of Development Services Administrative Report 15-224.

Staff recommends revising §155.2203, §155.2204 and §155.2205 to ensure the City Commission is notified of attendance issues in a timely manner. Staff also recommends revisions to §155.2308 regarding the re-insertion of tolling provisions from the previous Chapter 157. Staff recommends revisions to §155.2407 and §155.2408 regarding Site Plan and Building Design applications to comply with the approved Corridor Study.

With a unanimous vote for the approval of the amendment, it is the recommendation of the Board that the text amendments be approved with the following revisions:

§155.2407 & §155.2408

The Board recommends adding a statement clarifying that Site Plan and Building Design applications shall comply with the approved Corridor Study “Except where in direct conflict with the Zoning Code.”



Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #15-040**

DATE: June 4, 2015
TO: City Commission
FROM: Planning and Zoning Board/ Local Planning Agency
SUBJECT: Recommended Approval of the REVISIONS to Chapter 155, Zoning Code related to Gasoline Filling Station and Grocery or Convenience Store

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on May 27, 2015, the Board considered proposed text amendments to the Zoning Code regarding Article 4 (Use Standards) as set forth in the Department of Development Services Administrative Report No. 15-241.

Staff recommends revising §155.4219.I and §155.4222.F.3 in order to clarify the definition for Gasoline Filling Stations and to clarify that Grocery or Convenience Stores that dispense gasoline are required to comply with the use specific standards for Gasoline Filling Stations.

It is the unanimous recommendation of the Board that the revisions to the ZONING CODE be approved.



Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #15-041

DATE: June 4, 2015
TO: City Commission
FROM: Planning and Zoning Board/ Local Planning Agency
SUBJECT: Recommended Approval of the REVISIONS to Chapter 155, Zoning Code related to Off-Street Parking

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on May 27, 2015, the Board considered proposed text amendments to the Zoning Code regarding Article 5 (Development Standards) as set forth in the Department of Development Services Administrative Report No. 15-194.

Staff recommends revising Table 155.5101.G.8.A regarding stacking requirements for gated driveways, porte cocheres, and valet parking. Staff also recommends revisions to Table 155.5102.D.1 regarding guest parking for townhouse developments, Table 155.5102.I.1 regarding a reduction in parking space dimensions, §155.5102.I.2 regarding parking space dimensions and compact parking spaces in parking garages, as well as §155.5102.J regarding valet parking amendments previously reviewed and recommended by the Planning and Zoning Board in November 2013.

It is the unanimous recommendation of the Board to table the revisions to Table 155.5101.G.8.A and to approve the remaining revisions to Article 5 (Development Standards) with the following revision:

155.5102.D.1

Require guest parking for townhouse developments at 1 space per 6 townhouse units.



Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

**STAFF MEMOS
TO PLANNING
AND ZONING
BOARD**

MEMORANDUM

Development Services

MEMORANDUM NO. 13-451

DATE: November 12, 2013

TO: Planning & Zoning Board

VIA: Robin M. Bird, Development Services Director 

FROM: Karen Friedman, AICP, Planner 

SUBJECT: Revisions to Part 1: Article 5 of the Zoning Code related to Valet Parking

In response to direction for the Planning and Zoning Board to consider allowing more opportunities for valet parking, along with requests from the city's CRA to permit valet staging within the right-of-way, Staff is proposing revisions to the Zoning Code and City Code of Ordinances Ch 100 (Streets) related to valet parking.

The revisions to the Zoning Code include:

- Requiring a minimum stacking space for vehicles utilizing valet parking. The stacking space varies based on the total parking capacity as well as whether the use is residential or non-residential.
- Removing the requirement that valet can only be provided in parking lots with at least 75 spaces.
- Allowing all use types to provide valet parking.
 - This will permit uses such as multi-family development, hospitals, and places of worship, to provide valet parking.
- Allowing all use types to provide 75% of required off-street parking spaces as valet, except for hotels who will continue to be allowed 100% valet.
- Adding in a cross-reference in the drop-off and pick-up areas to require compliance with the stacking requirements.
- Creating a list of standards for a Valet Parking Plan.
- Clarifying that hotels and residential development must have valet 24-hours per day.

The text amendments to City Code of Ordinances Ch. 100 (Streets) will permit valet staging areas in the city's right-of-ways. They are currently be drafted by Staff with input from several departments including: Public Works, Engineering, CRA, BSO, and Risk Management. The Ch. 100 text amendments, in conjunction with those included in the Zoning Code, should result not only in an increased opportunity for the provision of valet parking, but should limit the impacts on surrounding property owners.

Staff is requesting the Board approve these recommended changes to the City Commission for adoption.

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**Article 5: Development Standards
Part 1 Access, Circulation, Parking, and Loading**

155.5101 ACCESS AND CIRCULATION

- 8. Vehicle Stacking Space**
 - a. For Drive-through and Related Uses**
 - i. Required Number of Stacking Spaces**

TABLE 155.5101: MINIMUM STACKING SPACES FOR DRIVE-THROUGH AND RELATED USES		
Use or Activity	Minimum Number of Stacking Spaces	Measured From

School, elementary or middle (See Section 155.4207.B, D)	***	
<u>Valet Parking for Residential Uses</u>	<u>10% of the total parking capacity of the facility up to a maximum of 5 spaces</u>	<u>Designated Drop-Off Area</u>
<u>Valet Parking for Nonresidential Uses</u>	<u>10% of the total parking capacity of the facility up to a maximum of 8 spaces</u>	<u>Designated Drop-Off Area</u>
Other	***	

155.5102 OFF-STREET PARKING AND LOADING

J. Off-Street Parking Alternatives

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.~~
- i. All uses, except Hotels, may designate a maximum of 75 percent of the total number of required off-street parking spaces as valet parking. The valet spaces may be tandem.
- ii. Hotels may designate a maximum of 100 percent of the total number of required off-street parking spaces as valet parking. The valet spaces may be tandem.

b. Drop-Off and Pick-Up Areas

The development shall provide a designated drop-off and pick-up area in compliance with the following standards: The drop-off and pickup 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.

- i. The drop-off and pickup area shall be in compliance with Table 155.5101.G.8.a, Minimum Stacking Spaces for Drive-Through and Related Uses.
- ii. 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 Plan

The alternative parking plan requesting valet shall include, but not be limited to, the following:

- i. Identification of the type and nature of the use for which the valet service is being provided;
- ii. The location of the valet parking and self-parking spaces, including how the valet parking area shall be isolated from use by the general public.
- iii. The pick-up and drop off area(s);
- iv. A site traffic circulation plan; and
- v. The number of parking attendants (and any other personnel) needed to operate the valet service.

e.d. 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, except for Residential and Visitor Accommodation Uses, which shall provide valet parking attendants twenty-four hours a day. The agreement shall also include a legal description of the parcel where parking will be located and states the number of parking spaces utilized for 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.

ADMINISTRATIVE MEMORANDUM NO. 14-586

DATE: December 22, 2014

TO: Planning and Zoning Board

VIA: Robin M. Bird, Director of Development Services 

FROM: Karen Friedman, AICP, Planner 

RE: Text Amendments to Zoning Code
Professional Offices and Banks in RM Districts

Staff is recommending revisions to the Zoning Code regarding Professional Offices and Banks in the RM Zoning Districts. An explanation of the revisions is below.

Background

Professional Offices are permitted in RM-12, RM-20, RM-30 and RM-45 as a Special Exception. Further in order to qualify for the Special Exception, the total gross floor area of the Professional Office must be 2,000 square feet or less.

Banks or Financial Institutions are permitted in RM-20, RM-30 and RM-45 as a Special Exception. Further in order to qualify for the Special Exception, the total gross floor area of the Bank or Financial Institution must be 2,000 square feet or less.

Recently a member of the public questioned the limitation to 2,000 square feet. Therefore Staff researched the old Zoning Code's regulations regarding professional offices and banks in the RM Districts and determined the following (a copy of the regulations is attached):

- §155.165(C)(6) – RM-12
 - Office Building was a Special Exception Use and the floor area was not to exceed 2,000 square feet and consistent with FLU Land Use Implementation Section 3.02.
 - Financial Institution was not permitted.
- §155.167(C)(7) – RM-20
 - Office Building was a Special Exception Use if consistent with FLU Land Use Implementation Section 3.02.
 - Financial Institution was a Special Exception Use if consistent with FLU Land Use Implementation Section 3.02.
- §155.168(C)(6) – RM-30
 - Office Building was a Special Exception Use if consistent with FLU Land Use Implementation Section 3.02.
 - Financial Institution was a Special Exception Use if consistent with FLU Land Use Implementation Section 3.02.

- §155.169(C)(6) – RM-45
 - Office Building was a Special Exception Use if consistent with FLU Land Use Implementation Section 3.02.
 - Financial Institution was a Special Exception Use if consistent with FLU Land Use Implementation Section 3.02.

Additionally Staff reviewed Ordinance 93-34, which addressed these standards (copy attached). Ordinance 93-34 reiterates the standards found in the old Zoning Code.

Staff's Recommendation

Staff believes the requirement for Professional Offices and Banks in the RM-20, RM-30, and RM-45 to be limited to 2,000 square feet is a scrivener's error. Staff is therefore recommending the limitation to 2,000 square feet of gross floor area be removed for RM-20, RM-30 and RM-45. Further, Staff is recommending that the specific standard from FLU Land Use Implementation Section 3.02 be stated in the Zoning Code.

Staff's Request

Staff is requesting the Board approve the recommended changes to the Zoning Code to the City Commission for adoption.

CHAPTER 155: ZONING CODE

Article 4: Use Standards

Part 2: Principal Uses and Structures

155.4220. COMMERCIAL: OFFICE USES

B. Professional Office

3. Standards

a. In the ~~Multifamily Residential (RM-) districts~~ RM-12 District, a professional office use is allowed as a Special Exception only if the total gross floor area is 2,000 square feet or less.

b. In the Rm-20, RM-30 and RM-45 District, a professional office use is allowed as a Special Exception only if the total gross floor area is no more than 50% of the floor area of the building.

155.4221. COMMERCIAL: RETAIL SALES AND SERVICE USES - PERSONAL SERVICES

C. Bank or Financial Institution

2. Definition

A bank or financial institution is an establishment that provides retail banking services, mortgage lending, or similar financial services to individuals and businesses. This use type also includes those establishments engaged in the on-site circulation of cash money and check-cashing facilities, but does not include bail bond brokers. Banks and financial institutions are distinguished between those whose total gross floor area is 2,000 square feet or less and those whose total gross floor area exceeds 2,000 square feet. Accessory uses may include automated teller machines (ATMs) and facilities providing drive-through service.

3. Standards

A bank or financial institution shall comply with the following standards:

a. In the Multifamily Residential (RM-) districts, a bank or financial institution is allowed as a Special Exception only if the total gross floor area is 2,000 square feet or less no more than 50% of the floor area of the building.

Article 9: Definitions and Interpretation

Part 5: Terms and Uses Defined

Bank or Financial Institution

An establishment that provides retail banking services, mortgage lending, or similar financial services to individuals and businesses. This use type also includes those establishments engaged in the on-site circulation of cash money and check-cashing facilities, but does not include bail bond brokers. Banks and financial institutions are distinguished between those whose total gross floor area is 2,000 square feet or less and those whose total gross floor area exceeds 2,000 square feet. Accessory uses may include automated teller machines (ATMs) and facilities providing drive-through service.

- (1) construction of one single-family dwelling unit or duplex unit on a lot or parcel which lot or parcel was of record as such in the applicable public records as of the effective date of this Plan;
- (2) construction on any multi-family or non-residential lot or parcel which is less than five (5) acres in size and specifically delineated on a plat recorded on or before June 4, 1953;-provided that in addition to meeting the above criteria, the issuance of the building permit shall be subject to all of the following: compliance with the applicable land development regulations; any land within the lot or parcel which is necessary to comply with the Broward County Trafficways Plan has been conveyed to the public by deed or grant of easement.

Section 3. Zoning as to Permitted Uses and Densities

3.01 City zoning as to permitted uses and densities must be in compliance with or be more restrictive than the requirements of the Land Use Plan. For purposes of this section "more restrictive" means zoning which permits less than all of the uses permitted by the Land Use Plan on a parcel of land, or, for a parcel of land designated residential by the Land Use Plan Map, a lower residential density than permitted by the Land Use Plan.

3.02 City zoning as to permitted uses and densities shall be in compliance with the City's Land Use Plan if the following requirements are met:

A. Residential

Each parcel of land within an area which is designated in a Residential land use category by the Land Use Plan must be zoned in a zoning district which permits any one or more of the following uses, but not other uses:

1. Residential dwelling units at a maximum density that does not exceed the maximum gross residential density designated for the parcel of land by the Land Use Plan Map.
2. Home occupations and other activities and uses accessory to a dwelling unit.
3. Hotels, motels and similar lodging. The maximum number of hotel, motels or similar lodgings units permitted on any parcel designated for residential uses is double the maximum number of dwelling units designated for the parcel of land by the City's Land Use Plan Map.
4. Parks, golf courses and other outdoor recreational facilities and recreational, civic or cultural buildings ancillary to the primary outdoor recreational use of the site.
5. Community facilities designed to serve the residential area, such as schools, day care centers, churches, clinics, nursing homes, governmental administration, police and fire protection facilities, libraries and civic centers.

6. Public utilities, including water and wastewater treatment plants, pumping stations, power plant substations and transmission facilities and solid waste disposal and transfer stations.
7. Communication facilities.
8. Office and/or retail sales of merchandise or services, subject to the following limitations and provisions:
 - a. No more than a total of five percent (5%) of the area designated for residential use on the Future Broward County Land Use Plan Map (Series) within a flexibility zone may be used for offices and/or retail sales of merchandise or services.
 - b. No contiguous area used for offices and/or retail sales of merchandise or services may exceed ten (10) acres. For the purpose of this provision, contiguous is defined as: attached; located within 500 feet; or separated only by streets and highways, canals and rivers, or easements.
 - c. Regardless of a and b above, space within residential buildings in areas designated for Medium-High (25) Residential or High (50) Residential density may be used for 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.
 - d. Space within residential buildings in areas designated for Medium (16) Residential density may be used for offices, as long as no more than 50% of the floor area is used for offices.
9. Special Residential Facilities; subject to: meeting one of the Category definitions as contained in the Special Residential Facilities Permitted Uses subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan; meeting density provisions by Category type stated below; and the limitations as expressed by the certified land use plan map; and if applicable, the provisions regarding the use and allocation of reserve units, flexibility units or bonus sleeping rooms as contained in the "Administrative Rules Document" of the Broward County Planning Council.

Density Provisions:

- a. Special Residential Facility Category (1) development shall count as one (1) Dwelling unit each.
- b. Special Residential Facility Category (2) development shall count as two (2) dwelling units each.
- c. Special Residential Facility Category (3) development shall count as one (1) dwelling unit per every two (2) sleeping rooms regardless of the number of kitchens or baths.

(7) Similar uses or structures.

(E) Lot area and width:

(1) Single-family dwelling:

(a) Minimum lot area of 7,000 square feet.

(b) Minimum lot width of 60 feet.

(2) Two-family dwelling:

(a) Minimum lot area of 8,000 square feet.

(b) Minimum lot width of 70 feet.

However, any lot on public record as of August 13, 1957, which has less area or width than herein required, may be used for two-family dwelling use provided the required front yard, side yard, and rear yard of the district are maintained.

(F) Density. The density shall not exceed 12 units per net acre of site area or the density permitted by the Pompano Beach Future Land Use Element, whichever is less.

(G) Setbacks.

(1) Front yard minimum of 25 feet;

(2) Side yard minimum of eight feet, except 18 feet from street line on corner lots; and

(3) Rear yard minimum of 15 feet, except 25 feet when abutting a waterway.

(H) Building area:

(1) Minimum livable floor area of 950 square feet per single-family dwelling.

(2) Minimum livable floor area of 750 square feet per unit in two-family dwelling.

(I) Lot coverage, maximum of 35%.

(J) Pervious area, minimum of 30%.

(K) Height, maximum of 35 feet except a maximum of 60 feet for church steeples.

(L) Site plan. Site plan approval is required in accordance with Chapter 157.

(M) Special regulations. See sections governing parking, landscaping and signs. (Ord. 91-63, passed 6-25-91; Am. Ord. 2004-29, passed 3-23-04; Am. Ord. 2007-58, passed 7-24-07; Am. Ord. 2010-24, passed 3-23-10) Penalty, see § 10.99

§ 155.164 (RESERVED).

MULTIPLE-FAMILY RESIDENTIAL DISTRICTS

§ 155.165 RM-12 MULTIPLE-FAMILY RESIDENCE DISTRICT.

(A) Intent. This district is intended to accommodate the full range of housing types but primarily low-medium density multifamily structures.

(B) Permitted uses.

(1) Single-family detached dwelling;

(2) Two-family dwelling;

(3) Multiple family dwelling;

(4) Community care facility;

(5) Community residential home.

(C) Special exceptions uses.

(1) Zero lot line single-family detached dwelling;

(2) Public or private park;

(3) Church and other house of worship;

(4) Golf course;

(5) Day care center; and

(6) Office building with a floor area not exceeding 2,000 square feet and in conformance with Implementation Section 3.02 of the Future Land Use Element.

(D) Accessory uses. All accessory uses permitted in the RS-1 District.

(E) Lot area and width.

(1) "RM-12" lots utilized for one-family dwelling use shall not be less than 7,000 square feet in area with a minimum width of 60 feet.

(2) "RM-12" lots utilized for two-family dwelling use shall not be less than 7,260 square feet in area with a minimum width of 70 feet.

(F) Density. In addition to meeting the other requirements of this section, the dwelling density shall not exceed 12 units per net acre of site area or the density specified in the Future Land Use Element of the Pompano Beach Comprehensive Plan, whichever is less.

(G) Setbacks:

(1) Front yard minimum of 25 feet;

(2) Side yard minimum of eight feet except that the side yard shall be increased by one foot for each four feet of building height, or major fraction thereof, above the first 18 feet of building height; and

(3) Rear yard minimum of 10 feet except:

(a) The rear yard shall be increased by one foot for each four feet of building height, or major fraction thereof, above the first 18 feet of building height; and

(b) In no case shall the setback be less than 25 feet from any waterway or the dune vegetation line on the ocean.

(4) Minimum distance between any portion of principal structures on the same site shall be 25 feet.

(H) Minimum floor area:

Efficiency	500 square feet
One bedroom	650 square feet
For each additional bedroom, another 100 square feet shall be required.	
Single-family dwelling	950 square feet
Two-family dwelling	750 square feet

(I) Lot coverage, maximum of 60%.

(J) Pervious area, minimum of 25%.

(K) Height, maximum of 35 feet.

(L) Site plan. Site plan review by the Planning and Zoning Board is required for multiple-family projects with more than ten dwelling units and all non-residential uses, in accordance with Chapter 157.

(M) Special regulations, see sections governing parking, landscaping, signs and lighting. (Ord. 91-63, passed 6-25-91; Am. Ord. 93-34, passed 3-23-93; Am. Ord. 2004-30, passed 3-23-04; Am. Ord. 2007-58, passed 7-24-07) Penalty, see § 10.99

§ 155.166 (RESERVED).

§ 155.167 RM-20 MULTIPLE-FAMILY RESIDENCE DISTRICT.

(A) Intent. This district is intended to accommodate the full range of housing types at medium densities but primarily multifamily structures ranging from townhouses to low rise apartments or condominiums. Hotels and office buildings may be acceptable but only if the special exception criteria in § 155.082 is met.

(B) Permitted uses:

- (1) Single-family detached dwelling;
- (2) Two-family dwelling;
- (3) Multiple family dwelling;
- (4) Community care facility;
- (5) Community residential home.

(C) Special exception uses:

- (1) Zero lot line single-family detached dwelling;
- (2) Public or private park;
- (3) Church and other house of worship;
- (4) Golf course;

- (5) Hotel, motel and apartment hotel;
 - (6) Boarding house;
 - (7) Office building or financial institution in conformance with Implementation Section 3.02 of the Future Land Use Element; and
 - (8) Day care center.
- (D) Accessory uses:
- (1) All accessory uses permitted in the RS-1 District.
 - (2) Restaurant or bar accessory to a hotel or motel of 50 rooms or more.
 - (3) Parking garage.
 - (4) Beach chair and umbrella rental, sale of tanning products accessory to a hotel or motel with 100 or more sleeping rooms.
 - (5) Volleyball courts subject to setback requirements established for special outdoor uses.
 - (6) Volleyball tournaments, other than professional tournaments sanctioned by and involving play by members of the Association of Volleyball Professionals, for hotels or motels with 100 or more sleeping rooms subject to parking requirements established for special outdoor uses, availability of restroom facilities as required by federal, state county, and/or local laws or regulations and subject to timely submittal and approval of a special event permit by the City Commission.

(E) Lot area and width:

<i>Number of Dwellings</i>	<i>Minimum Lot Area</i>	<i>Minimum Lot Width</i>
1	7,200	60
2	8,000	70
3	8,800	75
4	9,600	75
5	10,900	80
6	13,100	80
7	15,300	90
8	17,500	90
9	19,600	90

<i>Number of Dwellings</i>	<i>Minimum Lot Area</i>	<i>Minimum Lot Width</i>
10	21,800	90
11	24,000	90
12	26,200	90
13	28,400	90
14	30,500	90
15	32,700	90
16	34,900	90
17	37,100	90
18	39,300	90
19	41,500	90
20	43,560	90

(F) Density. In addition to meeting the other requirements of this section, the dwelling density shall not exceed 20 units per net acre of site area or the density specified in the Future Land Use Element of the Pompano Beach Comprehensive Plan, whichever is less. Hotel units cannot exceed 40 sleeping rooms per acre.

(G) Setbacks.

- (1) Front yard minimum of 25 feet;
- (2) Side yard minimum of 10 feet except that the side yard shall be increased by one foot for each four feet of building height, or major fraction thereof, above the first 20 feet of building height.
- (3) Rear yard minimum of 10 feet except:
 - (a) The rear yard shall be increased by one foot for each four feet of building height, or major fraction thereof, above the first 20 feet of building height; and
 - (b) In no case shall the setback be less than 25 feet from any waterway or the dune vegetation line on the ocean.
- (4) Minimum distance between any portion of principal structures on the same site shall be 25 feet.

(H) Minimum floor area:

Efficiency	500 square feet
One bedroom	650 square feet

For each additional bedroom, another 100 square feet shall be required

Single-family dwelling 950 square feet

Two-family dwelling unit 750 square feet

- (I) Lot coverage, maximum of 60%.
- (J) Pervious area, minimum of 25%.
- (K) Height. Maximum of 35 feet.

(L) Site plan. Site plan review by the Planning and Zoning Board is required for multiple-family projects with more than 10 dwelling units and all non-residential uses, in accordance with Chapter 157.

(M) Special regulations. See sections governing parking landscaping, signs and lighting. (Ord. 91-63, passed 6-25-91; Am. Ord. 92-01, passed 10-8-91; Am. Ord. 93-34, passed 3-23-93; Am. Ord. 94-51, passed 7-12-94; Am. Ord. 95-92, passed 9-12-95; Am. Ord. 2004-30, passed 3-23-04; Am. Ord. 2007-58, passed 7-24-07) Penalty, see § 10.99

§ 155.168 RM-30 MULTIPLE-FAMILY RESIDENCE DISTRICT.

(A) Intent. This district is intended to accommodate the full range of housing types at medium-high densities multifamily structures ranging from townhouses to high rise apartments or condominiums. Hotels and office buildings may be acceptable but only if the special exception criteria in § 155.082 is met.

(B) Permitted uses:

- (1) Single-family detached dwelling;
- (2) Two-family dwelling;
- (3) Multiple family dwelling;
- (4) Community care facility;
- (5) Community residential home.

(C) Special exception uses:

- (1) Public or private park;
- (2) Church and other house of worship;

- (3) Golf course;
- (4) Hotel, motel and apartment hotel;
- (5) Boarding house;

(6) Office building or financial institution in conformance with Implementation Section 3.02 of the Future Land Use Element; and

(7) Day care center.

(D) Accessory uses:

(1) All accessory uses permitted in the RS-1 District.

(2) Restaurant or bar accessory to a hotel or motel of 50 rooms or more.

(3) Parking garage.

(4) Beach chair and umbrella rental, sale of tanning products accessory to a hotel or motel with 100 or more sleeping rooms.

(5) Volleyball courts subject to setback requirements established for special outdoor uses.

(6) Volleyball tournaments, other than professional tournaments sanctioned by and involving play by members of the Association of Volleyball Professionals, for hotels or motels with 100 or more sleeping rooms subject to parking requirements established for special outdoor uses, availability of restroom facilities as required by federal, state county, and/or local laws or regulations and subject to timely submittal and approval of a special event permit by the City Commission.

(E) Lot area and width:

<i>Number of Dwellings</i>	<i>Minimum Lot Area</i>	<i>Minimum Lot Width</i>
1	7,200	60
2	8,000	70
3	8,700	75
4	9,400	75
5	10,100	80
6	10,800	80
7	11,500	85
8 – 30	12,200	85

(F) Density. In addition to meeting the other requirements of this section, the dwelling density shall not exceed 30 units per net acre of site area or the density specified in the Future Land Use Element of the Pompano Beach Comprehensive Plan, whichever is less. Hotel density cannot exceed 60 sleeping rooms per acre.

(G) Setbacks.

- (1) Front yard minimum of 25 feet;
- (2) Side yard minimum of 10 feet except:

(a) The side yard shall be increased by one foot for each four feet of building height, or major fraction thereof, above the first 20 feet of building height; however, this additional requirement shall not apply to properties' side yards abutting a lake, canal or other waterway at least 40 feet in width.

(b) In no case shall the setback be less than 25 feet from any waterway or the dune vegetation line on the ocean.

- (3) Rear yard minimum of 10 feet except:

(a) The rear yard shall be increased by one foot for each four feet of building height, or major fraction thereof, above the first 20 feet of building height.

(b) In no case shall the setback be less than 25 feet from any waterway or the dune vegetation line on the ocean; however, the additional rear yard requirement above the first floor shall not apply to properties' rear yards abutting a lake, canal or other waterway at least 40 feet in width.

(4) Minimum distance between any portion of principal structures on the same site shall be 25 feet or one-half the height of the higher structure, whichever is greater.

(H) Minimum floor area:

Efficiency	500 square feet
One bedroom	650 square feet

For each additional bedroom, another 100 square feet shall be required

Single-family dwelling	950 square feet
Two-family dwelling unit	750 square feet

- (I) Lot coverage, maximum of 60%.
- (J) Pervious area, minimum of 25%.
- (K) Height. Maximum of 105 feet.

(L) Site plan. Site plan review by the Planning and Zoning Board is required for multiple-family projects with more than 10 dwelling units and all non-residential uses, in accordance with Chapter 157.

(M) Special regulations. See sections governing parking, landscaping, signs and lighting. (Ord. 91-63, passed 6-25-91; Am. Ord. 92-01, passed 10-8-91; Am. Ord. 93-34, passed 3-23-93; Am. Ord. 94-51, passed 7-12-94; Am. Ord. 95-92, passed 9-12-95; Am. Ord. 96-93, passed 9-24-96; Am. Ord. 2004-30, passed 3-23-04; Am. Ord. 2004-75, passed 9-28-04) Penalty, see § 10.99

§ 155.169 RM-45 MULTIPLE-FAMILY RESIDENCE DISTRICT.

(A) Intent. This district is intended to accommodate the full range of housing types at high densities but primarily multifamily structures ranging from townhouses to high rise apartments or condominiums. Hotels and office buildings may be acceptable but only if the special exception criteria in § 155.082 is met.

(B) Permitted uses:

- (1) Single-family detached dwelling;
- (2) Two-family dwelling;
- (3) Multiple family dwelling;
- (4) Community care facility;
- (5) Community residential home.

(C) Special exception uses:

- (1) Public or private park;

	<i>Number of Dwellings</i>	<i>Minimum Lot Area</i>	<i>Minimum Lot Width</i>
(2) Church and other house of worship;			
(3) Golf course;	6	10,800	80
(4) Hotel, motel and apartment hotel;	7	11,500	85
	8	12,200	85
(5) Boarding house;	9	12,900	90
	10	13,600	90
(6) Office building or financial institution in conformance with Implementation Section 3.02 of the Future Land Use Element; and	11	14,300	90
	12 — 45	15,000 plus 450 sq. ft. for each additional dwelling unit	100
(7) Day care center.			

(D) Accessory uses:

(1) All accessory uses permitted in the RS-1 District.

(2) Restaurant or bar accessory to a hotel or motel of 50 rooms or more.

(3) Parking garage.

(4) Beach chair and umbrella rental, sale of tanning products accessory to a hotel or motel with 100 or more sleeping rooms.

(5) Volleyball courts subject to setback requirements established for special outdoor uses.

(6) Volleyball tournaments, other than professional tournaments sanctioned by and involving play by members of the Association of Volleyball Professionals, for hotels or motels with 100 or more sleeping rooms subject to parking requirements established for special outdoor uses, availability of restroom facilities as required by federal, state county, and/or local laws or regulations and subject to timely submittal and approval of a special event permit by the City Commission.

(E) Lot area and width:

<i>Number of Dwellings</i>	<i>Minimum Lot Area</i>	<i>Minimum Lot Width</i>
1	7,200	60
2	8,000	70
3	8,800	75
4	9,400	75
5	10,100	80

(F) Density. In addition to meeting the other requirements of this section, the dwelling density shall not exceed 45 units per net acre of site area or the density specified in the Future Land Use Element of the Pompano Beach Comprehensive Plan, whichever is less. Hotel units cannot exceed 90 sleeping rooms per acre.

(G) Setbacks.

(1) Front yard minimum of 25 feet;

(2) Side yard minimum of 10 feet except:

(a) The side yard shall be increased by one foot for each four feet of building height, or major fraction thereof, above the first 20 feet of building height; however, this additional requirement shall not apply to properties' side yards abutting a lake, canal or other waterway at least 40 feet in width.

(b) In no case shall the setback be less than 25 feet from any waterway or the dune vegetation line on the ocean.

(3) Rear yard minimum of 10 feet except:

(a) The rear yard shall be increased by one foot for each four feet of building height, or major fraction thereof, above the first 20 feet of building height.

(b) In no case shall the setback be less than 25 feet from any waterway or the dune vegetation line on the ocean; however, the additional rear yard requirement above the first floor shall not apply to properties' rear yards abutting a lake, canal or other waterway at least 40 feet in width.

(4) Minimum distance between any portion of principal structures on the same site shall be 25 feet or one-half the height of the higher structure, whichever is greater.

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 155 "ZONING CODE" OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTIONS 155.165 "RM-12 MULTIPLE-FAMILY RESIDENCE DISTRICT", SUBSECTIONS (B) AND (C); SECTION 155.167 "RM-20 MULTIPLE-FAMILY RESIDENCE DISTRICT", SUBSECTIONS (B) AND (C); SECTION 155.168 "RM-30 MULTIPLE-FAMILY RESIDENCE DISTRICT", SUBSECTIONS (B) AND (C); AND SECTION 155.169 "RM-45 MULTIPLE-FAMILY RESIDENCE DISTRICT", SUBSECTIONS (B) AND (C) TO REMOVE OFFICE BUILDINGS AS A PERMITTED USE IN MULTIPLE-FAMILY RESIDENTIALLY-ZONED AREAS AND TO ALLOW SUCH USES AS A SPECIAL EXCEPTION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Florida Statutes, Section 166.041(3)(c)2, advertisements 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: That Section 155.165 "RM-12 MULTIPLE-FAMILY RESIDENCE DISTRICT", Subsections (B) and (C), are hereby amended to read as follows:

SECTION 155.165 RM-12 MULTIPLE-FAMILY RESIDENCE DISTRICT.

...

(B) Permitted uses.

...

(6) Office building with a floor area not exceeding 2,000 square feet and in conformance with the Implementation Section 3.02 of the Future Land Use Element.

(C) Special exception uses.

...

(6) Office building with a floor area not exceeding 2,000 square feet and in conformance with the Implementation Section 3.02 of the Future Land Use Element.

Section 2: That Section 155.167 "RM-20 MULTIPLE-FAMILY RESIDENCE DISTRICT", Subsections (B) and (C), are hereby amended to read as follows:

SECTION 155.167 RM-20 MULTIPLE-FAMILY RESIDENCE DISTRICT.

...

(B) Permitted uses:

...

(6) Office building with a floor area not exceeding 2,000 square feet and in conformance with the Implementation Section 3.02 of the Future Land Use Element.

(C) Special exception uses.

...

(7) Office building or financial institution with a floor area not exceeding 2,000 square feet and in conformance with Implementation Section 3.02 of the Future Land Use

Element; and

. . .

Section 3: That Section 155.168 "RM-30 MULTIPLE-FAMILY RESIDENCE DISTRICT", Subsections (B) and (C), are amended to read as follows:

SECTION 155.168 RM-30 MULTIPLE-FAMILY RESIDENCE DISTRICT.

. . .

(B) Permitted uses:

. . .

(6) Office building or financial institution with a floor area of 2,000 square feet or less.

(C) Special exception uses:

. . .

(6) Office building or financial institution with a floor area of 2,000 square feet or less in conformance with Implementation Section 3.02 of the Future Land Use Element; and

. . .

Section 4: That Section 155.169 "RM-45 MULTIPLE-FAMILY RESIDENCE DISTRICT", Subsections (B) and (C), are amended to read as follows:

SECTION 155.169 RM-45 MULTIPLE-FAMILY RESIDENCE DISTRICT.

. . .

(B) Permitted uses:

(6) Office building or financial institution with a floor area of 2,000 square feet or less in conformance with Implementation Section 3.02 of the

~~THE/FUTURE/LAND/USE/ELEMENT/~~

(C) Special exception uses:

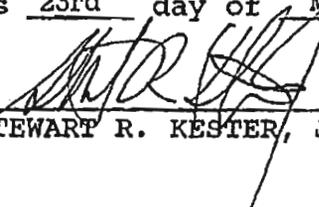
. . .
(6) Office building or financial institution ~~with/over/7/000/square/feet/of~~ ~~land/with/area/1/1/1/1/1~~ in conformance with Implementation Section 3.02 of the Future Land Use Element; and
. . .

Section 5: If any section or 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 provided, however, the provisions set forth herein shall not effect those persons who have received development review from the Development Review Committee pursuant to the procedures set forth in Chapter 157 of the City of Pompano Beach Code or Ordinances.

PASSED FIRST READING this 9th day of March, 1993.

PASSED SECOND READING this 23rd day of March, 1993.



STEWART R. KESTER, JR. MAYOR

ATTEST:


MARY L. CHAMBERS
CITY CLERK

SVT:amd
3/24/93 ORD-8 93-137

MEMORANDUM

Development Services

ADMINISTRATIVE MEMORANDUM NO. 15-069

DATE: February 12, 2015

TO: Planning and Zoning Board

VIA: Robin M. Bird, Director of Development Services *MB*

FROM: Karen Friedman, AICP, Planner *KBF*

RE: Text Amendments to Zoning Code
Article 2 (Administration) and Article 3: Part 6 (Planned Development Zoning Districts)

Staff is recommending text amendments to the Zoning Code regarding Article 2 (Administration) and Article 3: Part 6 (Planned Development Zoning Districts). Several of the text amendments are "housekeeping" items and include no substantive changes. An explanation of the text amendments is below.

§155.2205 Architectural Appearance Committee

- Proposed text amendments will grant the AAC the authority to adopt Supplemental Criteria and to review projects based on the criteria.
- This authority was previously granted to the AAC in Ch. 158 per Ord. 98-57 (*Attachment 1*), which was deleted in its entirety in conjunction with the adoption of the new Zoning Code.
- No substantive changes are proposed.

§155.2405 Planned Development

- The Planned Development application is being revised to reflect concurrently proposed revisions to the General Standards for all Planned Development Districts found in Article 3 (explained below).
- The text amendments seek to integrate the existing PD Agreement into the PD Plan, and therefore all references to the PD Agreement are struck.

§155.2407 Site Plan

- In order to make the list easier to read, the existing list of projects applicable to obtain Major Site Plan has been converted into a table. The table categorizes the projects by "Property Type", "Residential Use", "Nonresidential Use", "New Development" and "Existing Development".
 - Within the "Existing Development" category, there are separate thresholds for existing developments 5,000 sq ft or less, versus those that are greater than 5,000 sq ft.
 - The intent of splitting the "Existing Development" category is to ensure that any project that did not receive Major Site Plan approval previously, but now meets the applicable Major Site Plan threshold (greater than 5,000 sq ft), will be reviewed as a Major Site Plan.
 - Because of the expansive definition of "Development" found in Article 9 (*Attachment 2*), the threshold for city-owned property projects has been revised from "all new

development etc..." to "All new free standing buildings and all new attached buildings". Staff believes this revised language will clarify the requirement for Major Site Plan.

- The Site Plan Review Standards have been revised to include compliance with the approved Transportation Corridor Study.

§155.2408 Building Design

- In order to make the list easier to read, Staff has converted the existing list of projects applicable to obtain Major Building Design into a table. The table categorizes the projects by "Property Type", "Residential Use", "Nonresidential Use", "New Development" and "Existing Development".
 - Within the "Existing Development" category, there are separate thresholds for existing developments 5,000 sq ft or less, versus those that are greater than 5,000 sq ft.
 - The intent of splitting the "Existing Development" category is to ensure that any project that did not receive Major Site Plan approval previously, but meets the applicable Major Building Design threshold (greater than 5,000 sq ft), will be reviewed as a Major Building Design.
 - Because of the expansive definition of "Development" found in Article 9 (*Attachment 2*), the threshold for city-owned property projects has been revised from "all new development etc..." to "All new free standing buildings and all new attached buildings". Staff believes this revised language will clarify the requirement for Major Building Design.
 - Proposed text amendments reinsert the requirements from the deleted Ch. 158 that large scale landscaping is required to receive approval by the AAC (*Attachment 3*).
 - Proposed text amendments reinsert the requirement from the deleted Ch. 158 that properties facing an arterial or collector roadway are required to receive approval by the AAC (*Attachment 3*).
- The list of exempted projects is being revised to include projects that have received Temporary Use or Interim Use approval.
- The Building Design Review Standards have been revised to include compliance with both Ch. 156 (Sign Code) and the approved Transportation Corridor Study.

§155.2410 Plat

- Proposed text amendments reinsert language that was deleted from Ch 154 during the revised zoning code adoption that required plat applicants to place utilities underground (*Attachment 4*).
- No substantive changes are proposed.

§155.2413 Zoning Compliance Permit

- The Zoning Compliance Permit review standards are being revised to ensure that any conditions that are listed in the development order are complied with. While this is the existing policy, it was not explicitly stated.
- No substantive changes are proposed.

§155.2414 Zoning Use Certificate

- The Zoning Use Certificate language is being revised to include language similarly used for Business Tax Receipts in §113.20 (*Attachment 5*).

MEMORANDUM

Development Services

- Proposed text amendments clarify that the Zoning Use Certificate is required in order to obtain a BTR.
- Proposed text amendments clarify that a revoked Zoning Use Certificate results in an automatic revocation of the BTR.
- While all of the aforementioned are existing policies, they were not explicitly stated.
- No substantive changes are proposed.

§155.3602 General Standards for all Planned Development Districts

- Staff has processed several PD District applications based on the new Zoning Code's PD standards and requirements. Staff's experience has indicated that there are duplicitous requirements, particularly the adoption of both a PD Plan and a PD Agreement. Staff therefore recommends the requirements of the PD Agreement be integrated into the PD Plan. The resulting PD Plan will contain both the planning objectives as well as the specific terms and conditions of the new PD District.
- In order to implement the integration of the PD Agreement components into the PD Plan, Staff has reorganized this section.
- No substantive revisions have been drafted.

Staff's Request

Staff is requesting the Board approve the recommended changes to the Zoning Code to the City Commission for adoption.

Article 2: Administration

Part 2: Review and Decision-Making Authorities

155.2205. ARCHITECTURAL APPEARANCE COMMITTEE (AAC)

J. Supplemental Criteria

The AAC shall adopt Supplemental Criteria for review of specific projects to both determine if proposed projects would enhance the City and if the aesthetic intentions of the City are actually embodied in proposed projects. Copies shall be made available for public inspection in the Development Services Department.

Part 4: Application-Specific Review Procedures

155.2405. PLANNED DEVELOPMENT

B. Scope

Planned developments are established by amendments of the Official Zoning Map that rezone land to a Planned Development (PD) zoning district for which applicable development regulations are defined by a planned development master plan (PD Plan) ~~and a planned development agreement (PD Agreement)~~. Subsequent development within the PD district occurs through the appropriate site plan and plat review procedures and standards (as appropriate), which ensure compliance with the PD Plan ~~and PD Agreement~~.

C. Planned development procedure

3. Step 3: Application Submittal and Acceptance

Applicable (See Section 155.2303.), except that applications may be initiated only by the owner(s) of all property included in the proposed planned development district (to ensure unified control), and shall include the following:

- a. A PD Plan that depicts the general configuration and relationship of the principal elements of the proposed development, including uses, general building types, density/intensity, resource protection, pedestrian and vehicular circulation, open space, public facilities, and phasing; ~~and~~

- ~~b. A PD Agreement that specifies terms and conditions defining development parameters, provides for environmental mitigation, outlines how public facilities will be provided to serve the planned development, and provides for management and maintenance of development incorporated in the PD Plan; and~~

- ~~c. b~~ A copy of the title to all land that is part of the proposed PD district (to ensure unified control).

7. Step 7: Decision-Making Body Review and Decision

Applicable to a final decision by the City Commission, following a quasi-judicial public hearing (See Section 155.2307.), except that the City Commission's final decision shall be one of the following:

- a. Approval of the application subject to the PD Plan ~~and PD Agreement~~ included in the application;
- b. Approval of the application subject to conditions related to the PD Plan ~~and the PD Agreement~~; or
- c. Denial of the application.

D. Planned Development Review Standards

Review of and the decision on a Planned Development application shall be based on compliance of the proposed zoning reclassification, ~~and the PD Plan, and PD Agreement~~ with the review standards in Section 155.2404.C, Site-Specific Zoning Map Amendment Review Standards, and the standards for the proposed type of PD district in Part 6 (Planned Development Zoning Districts) of Article 3: Zoning Districts.

E. Required Concurrent or Prior Approval of Flex or Reserve Units

The applicant shall submit an application for and obtain flex or reserve units necessary to implement the PD Plan ~~and PD Agreement~~ prior to or concurrent with the approval of the Planned Development (PD) Zoning District.

F. Recordation

The Development Services Director shall record the adopting ordinance, ~~and the PD Plan, and the PD Agreement~~ with the Broward County Records.

H. Effect of Approval

Lands rezoned to a PD zoning district shall be subject to the approved PD Plan ~~and PD Agreement~~. The PD Plan ~~and PD Agreement~~ ~~are is~~ binding on the land as an amendment to the Official Zoning Map. ~~They~~ ~~The PD Plan~~ shall be binding on the landowners and their successors and assigns, and shall constitute the development regulations for the land. Development of the land shall be limited to the uses, intensity and density, configuration, and all other elements and conditions set forth in the PD Plan ~~and the PD Agreement~~. The applicant may apply for and obtain subsequent development permits necessary to implement the PD Plan in accordance with the appropriate procedures and standards set forth in this Code. Any development permits shall be in substantial compliance with the PD Plan ~~and PD Agreement~~.

I. Expiration

The PD Plan ~~and PD Agreement~~ shall automatically expire if an application for a Site Plan (Major or Minor) for any part of the development shown on the approved PD Plan is not submitted within two years after approval of the Planned Development, or an extension of this time period authorized in accordance with Section 155.2308.B.2, Extension of Expiration Time Period.

J. Minor Deviations from Approved PD Plan

Subsequent applications for development permits within an approved PD district may include minor deviations from the PD Plan ~~or PD Agreement~~, without the need to amend the PD Plan ~~or PD Agreement~~, provided such deviations are limited to changes that the Development Services Director determines:

1. Address technical considerations that could not reasonably be anticipated during the planned development approval process; and
2. Have no material effect on the character of the approved PD district, ~~and the basic terms~~ ~~and~~ concept of the PD Plan, ~~and the terms in the PD Terms and Conditions~~. These include, but are not limited to, the following:

K. Amendment

Deviations from the PD Plan ~~or PD Agreement~~ that would have a material effect on the character of the approved PD district, ~~and the basic terms and~~ concept of the PD Plan, ~~or the terms in the PD Agreement~~, including, but not limited to, the following modifications, shall require amendment of the Planned Development in accordance with Section 155.2308.C, Modification or Amendment of Development Order:

155.2407 SITE PLAN

B. Applicability

1. Major Site Plan

Unless exempted in accordance with subsection 3 below, a development order for a Major Site Plan in accordance with this section is required before issuance of a Zoning Compliance Permit for the following development listed in Table 155.2407.B.1:

- ~~a. Residential Use~~
 - ~~i. Development of more than ten new or additional multifamily dwelling units.~~
- ~~b. Institutional Use, Commercial Use, and Industrial Use~~
 - ~~i. New Development that contains more than 5,000 square feet of gross floor area; or~~
 - ~~ii. Development that adds a total of more than 25,000 square feet of gross floor area to existing development, that increases the amount of lot coverage of such existing development by more than 25%, or that increases the gross floor area of the primary building of such existing development by more than 25%.~~
- ~~c. Property owned by the City, regardless of use type and Brownfield Designation~~
 - ~~i. All new development and additions to existing development.~~
- ~~d. Redevelopment of a property located within the City's designated Brownfield Area or property that has been designated a Brownfield site~~
 - ~~i. Development of more than fifteen new or additional multifamily dwelling units.~~
 - ~~ii. New non-residential development that contains more than 7,500 square feet of gross floor area; or~~
 - ~~iii. Non-residential development that adds a total of more than 37,500 square feet of gross floor area to existing development, that increases the amount of lot coverage of such existing development by more than 37.5%, or that increases the gross floor area of the primary building of such existing development by more than 37.5%.~~

TABLE 155.2407.B.1: MAJOR SITE PLAN APPLICABILITY

TABLE 155.2407.B.1: MAJOR SITE PLAN APPLICABILITY				
PROPERTY TYPE	RESIDENTIAL AND NONRESIDENTIAL USE			
Property owned by the City	<u>All new free standing buildings and all new attached additions.</u>			
	RESIDENTIAL USE		NONRESIDENTIAL USE	
Designated Brownfield Area or Brownfield site	<u>New Development</u>	<u>More than 15 new multifamily dwelling units</u>	<u>New Development</u>	<u>More than 7,500 sq ft gfa</u>
	<u>Existing Development</u>	<u>Addition of more than 15 new multifamily dwelling units</u>	<u>Existing Development that is 7,500 sq ft gfa or less</u>	<u>An addition that results in development that contains more than 7,500 sq ft gfa</u>
			<u>Existing Development that is more than 7,500 sq ft gfa</u>	<u>One of the following, whichever is less:</u> <ul style="list-style-type: none"> <u>An addition that adds more than 37,500 sq ft gfa.</u> <u>An addition that increases the amount of lot coverage of such existing development by more than 37.5%.</u> <u>An addition that increases the gross floor area of the primary building of such existing development by more than 37.5%.</u>
	<u>New Development</u>	<u>More than 10 new multifamily dwelling units</u>	<u>New Development</u>	<u>More than 5,000 sq ft gfa</u>
<u>Existing Development</u>			<u>Addition of more than 10 new multifamily dwelling units</u>	<u>Existing Development that is 5,000 sq ft gfa or less:</u>
	<u>Existing Development that is more than 5,000 sq ft gfa:</u>	<u>One of the following, whichever is less:</u> <ul style="list-style-type: none"> <u>An addition that adds more than 25,000 sq ft gfa.</u> <u>An addition that increases the amount of lot coverage of such existing development by more than 25%.</u> <u>An addition that increases the gross floor area of the primary building of such existing development by more than 25%.</u> 		
All Other Property Types				

E. Site Plan Review Standards

An application for a Major Site Plan or Minor Site Plan shall be approved only on a finding that there is competent substantial evidence in the record that the development, as proposed:

8. Complies with any applicable hazardous material licensing requirements in the Broward County Wellfield Protection Ordinance; and
9. Complies with crime prevention security strengthening and CPTED standards for natural surveillance, natural access control, territorial reinforcement, maintenance, and activity support; and
10. Complies with the approved Transportation Corridor Study.

155.2408 BUILDING DESIGN

B. Applicability

1. Major Building Design

Unless exempted in accordance with subsection 3 below, a development order for Major Building Design in accordance with this section is required before issuance of a Zoning Compliance Permit for the following development listed in Table 155.2408.B.1:

~~a. Residential Use~~

- ~~i. Development of more than ten new or additional multifamily dwelling units.~~

~~b. Institutional Use, Commercial Use, and Industrial Use~~

- ~~i. New development that contains more than 5,000 square feet of gross floor area; or~~
- ~~ii. Development that adds a total of more than 25,000 square feet of gross floor area to existing development, that increases the amount of lot coverage of such existing development by more than 25%, or that increases the gross floor area of the primary building of such existing development by more than 25%.~~

~~c. Property owned by the City, regardless of use type and Brownfield Designation~~

- ~~i. All new development and additions to existing development.~~

~~d. Redevelopment of a property located within the City's designated Brownfield Area or property that has been designated a Brownfield site~~

- ~~i. Development of more than fifteen new or additional multifamily dwelling units.~~
- ~~ii. New non-residential development that contains more than 7,500 square feet of gross floor area; or~~
- ~~iii. Non-residential development that adds a total of more than 37,500 square feet of gross floor area to existing development, that increases the amount of lot coverage of such existing development by more than 37.5%, or that increases the gross floor area of the primary building of such existing development by more than 37.5%.~~

TABLE 155.2408.B.1: MAJOR BUILDING DESIGN APPLICABILITY

PROPERTY TYPE	RESIDENTIAL AND NONRESIDENTIAL USE			
<u>All property</u>	<u>Landscape projects of at least 10,000 sq ft.</u>			
<u>Property owned by the City</u>	<u>All new free standing buildings and all new attached additions .</u>			
<u>Property abutting a designated arterial or collector road as defined by the Broward County Trafficways Plan</u>	<u>All new free standing buildings and all new attached additions facing or visible from the roadway. New free standing buildings or attached additions that are not facing or visible from the roadway shall comply with other applicable thresholds below.</u>			
	RESIDENTIAL USE		NONRESIDENTIAL USE	
<u>Designated Brownfield Area or Brownfield Site</u>	<u>New Development</u>	<u>More than 15 new multifamily dwelling units</u>	<u>New Development</u>	<u>More than 7,500 sq ft gfa</u>
	<u>Existing Development</u>	<u>Addition of more than 15 new multifamily dwelling units</u>	<u>Existing Development that is 7,500 sq ft gfa or less</u>	<u>An addition that results in development that contains more than 7,500 sq ft gfa</u>
<u>Existing Development that is more than 7,500 sq ft gfa</u>			<u>One of the following, whichever is less:</u> <ul style="list-style-type: none"> • <u>An addition that adds 37,500 sq ft gfa.</u> • <u>An addition that increases the amount of lot coverage of such existing development by more than 37.5%.</u> • <u>An addition that increases the gross floor area of the primary building of such existing development by more than 37.5%.</u> 	
<u>All Other Property Types</u>	<u>New Development</u>	<u>More than 10 new multifamily dwelling units</u>	<u>New Development</u>	<u>More than 5,000 sq ft gfa</u>
	<u>Existing Development</u>	<u>Addition of more than 10 new multifamily dwelling units</u>	<u>Existing Development that is 5,000 sq ft gfa or less:</u>	<u>An addition that results in development that contains more than 5,000 sq ft gfa</u>
<u>Existing Development that is more than 5,000 sq ft gfa:</u>			<u>One of the following, whichever is less:</u> <ul style="list-style-type: none"> • <u>An addition that adds more than 25,000 sq ft gfa.</u> • <u>An addition that increases the amount of lot coverage of such existing development by more than 25%.</u> • <u>An addition that increases the gross floor area of the primary building of such existing development by more than 25%.</u> 	

3. Exemptions

The following development shall be exempted from the requirements of this section:

- a. Construction or alteration of a single-family dwelling or two-family dwelling; or
- b. Construction or alteration of a two-family dwelling Development of a Temporary Use or Interim Use, provided that an applicable Temporary Use Permit or Interim Use Permit has been approved.

E. Building Design Approval Review Standards

An application for Major Building Design or Minor Building Design shall be approved only on a finding that there is competent substantial evidence in the record that the exterior design and appearance of the proposed building or, structure, or sign:

1. Complies with the applicable design standards in Section 155.3703.F and Article 5;
2. Complies with any approved design guidelines that are applicable to the area or type of structure, including the adopted AAC supplemental Criteria; and
3. Complies with CPTED Standards for natural surveillance, natural access control, territorial reinforcement, and maintenance;
4. Complies with the Ch 156: Sign Code;
5. Complies with the approved Transportation Corridor Study; and

4.6. Additionally, any application for Minor Building Design not required to comply with the Design Standards in Part 6 of Article 5; shall be approved only on a finding that there is competent substantial evidence in the record that the exterior design and appearance of the building or structure is cohesive, consistent, and complimentary to the existing vernacular design.

155.2410. PLAT

D. Plat Review Standards

An application for a Plat shall be approved only on a finding that the proposed subdivision or development on the lots proposed to be platted meets all of the following standards:

4. Any land within the platted lot(s) that is necessary to comply with the Broward County Trafficways Plan has been conveyed to public by deed or grant of easement; and-
5. The development complies with any applicable hazardous material licensing requirements in the Broward County Wellfield Protection Ordinance- ; and
6. All facilities for the distribution of electricity, telephone, cable television, and similar utilities, shall be placed underground. Appurtenances such as transformer boxes, pedestal mounted terminal boxes and meter cabinets may be placed above ground on a level concrete slab and screened in accordance with Section 155.5301, Screening. Street lighting poles and fixtures may be placed above ground. Primary transmission lines may be suspended above the surface.

155.2413. ZONING COMPLIANCE PERMIT

D. Zoning Compliance Permit Review Standards

A Zoning Compliance Permit shall be approved only on a finding that the application complies with all applicable standards in this Code and all conditions as required by review and decision-making authorities as set forth in a development order.

155.2414 ZONING USE CERTIFICATE

B. Applicability

A Zoning Use Certificate is required for any person to operate or engage in any use (which includes business, profession or occupation) within the city limits. A new Zoning Use Certificate is required for any change in use, additional use, change in location, change in ownership, and/or change in business name. A Zoning Use Certificate is required before prior to the issuance of a Business Tax Receipt, which is required before operation of any business or the occupation of a premises where a business is conducted.

E. Effect of Approval

An approved Zoning Use Certificate authorizes the submittal of an application for a Business Tax Receipt solely for the use specified in the approved Zoning Use Certificate. An approved Zoning Use Certificate is only valid for the specific address, business name, corporate name, and type of business for which it was approved.

EF. Expiration

FG. Appeal

GH. Revocation

A Zoning Use Certificate may be revoked in accordance with the procedures in Section 155.8402.B.2, Revocation of Zoning Use Certificate. A Zoning Use Certificate that has been revoked nullifies the accompanying Business Tax Receipt.

Article 3: Zoning Districts

Part 6: Planned Development Zoning Districts

155.3602. GENERAL STANDARDS FOR ALL PLANNED DEVELOPMENT DISTRICTS

Before approving a PD zoning district classification, the City Commission shall find that the application for the PD zoning district classification, as well as and the associated PD Plan and the PD Agreement included as part of the application, comply with the following standards:

A. PD Plan

The PD Plan shall include the following:

1. Include a A statement of planning objectives for the district;
2. Detailed description of the following for the entire PD District and for each development area:
 - a. Dimensional Standards as follows:
 - i. the land area;
 - ii. Types and mix of land uses;
 - iii. Maximum number of residential units (by use type);
 - iv. Maximum nonresidential floor area (by use type);
 - v. Minimum lot area;
 - vi. Minimum lot width;
 - vii. Maximum impervious surface area;
 - viii. Maximum building height;
 - ix. Maximum individual building size;
 - x. Minimum and maximum setbacks; and
 - xi. Minimum setbacks from adjoining residential development or residential zoning districts.
 - b. Modifications of Development Standards;
 - c. Provisions addressing how transportation, potable water, wastewater, stormwater management, and other public facilities will be provided to accommodate the proposed development;
 - d. Provisions related to environmental protection and monitoring;
 - e. Identification of community benefits and amenities that will be provided to compensate for the added development flexibility afforded by the PD district;
 - f. Development Phasing Plan;
 - f. Conversion Schedule; and
 - g. 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.
- 2-3. Identify the general location of the following:—individual development areas, identified by land use(s) and/or development density or intensity;
 - a. Individual development areas, identified by land use(s) and/or development density or intensity;
 - b. Open space (whether designated for active or passive recreation), including amount, and type of;
 - c. 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;
 - d. Environmentally sensitive lands, wildlife habitat, wetlands, and floodplains;
 - e. On-site potable water and wastewater facilities, and how they will connect to city systems;
 - f. On-site stormwater management facilities, and how they will connect to city systems;

and

g. All other on-site public facilities serving the development, including but not limited to parks, schools, and facilities for fire protection, police protection, EMS, stormwater management, and solid waste management.

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;
5. Identify the location of environmentally sensitive lands, wildlife habitat, wetlands, and floodplains;
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;
7. Identify the general location of on-site potable water and wastewater facilities, and how they will connect to city systems;
8. Identify the general location of on-site stormwater management facilities, and how they will connect to city systems; and
9. Identify the general location of all other on-site public facilities serving the development, including but not limited to parks, schools, and facilities for fire protection, police protection, EMS, stormwater management, and solid waste management.

B. Consistency with City Plans

The PD zoning district designation, and the PD Plan, and the PD Agreement shall be consistent with the comprehensive plan.

G. PD Agreement

The PD Agreement shall incorporate by reference or include, 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.

H. G. Uses

The principal, accessory, and temporary uses allowable in each type of PD district are identified in Appendix A: Consolidated Use Table. Allowed principal uses in a particular PD district shall be established in the PD Plan, subject to conversion in accordance with a schedule incorporated in the PD Plan in accordance with Section 155.3602.E, Conversion Schedule. Allowed uses shall be consistent with city plans and the purpose of the particular type of PD district, and subject to applicable use-specific standards in (Principal Uses), Part 3 (Accessory Uses and Structures), and Part 4 (Temporary Uses and Structures) of Article 4: Use Standards, and any additional limitations or requirements set forth in Sections 155.3603 to 155.3607 for the particular type of PD district.

I. H Densities/Intensities

The densities for residential development and the intensities for nonresidential development applicable in each development area of a PD district shall be as established in the PD Plan, and shall be consistent with the comprehensive plan and other adopted special area and city plans, and with the purpose of the particular type of PD district.

J. I Dimensional Standards

The dimensional standards applicable in each development area of a PD district shall be as established in the PD Plan, and shall be consistent with the purpose of the particular type of PD district. ~~The PD Plan shall include at least the following types of dimensional standards, unless the PD Plan expressly states otherwise:~~

- ~~1. Maximum dwelling units per acre (residential development) and/or maximum floor area ratio (nonresidential development);~~
- ~~2. Minimum lot area;~~
- ~~3. Minimum lot width;~~
- ~~4. Maximum impervious surface area;~~
- ~~5. Maximum building height;~~
- ~~7. Minimum and maximum setbacks; and~~
- ~~8. Minimum setbacks from adjoining residential development or residential zoning districts.~~

L. Amendments to Approved PD Plan or PD Agreement

Deviations from and amendments to a PD Plan ~~or PD Agreement~~ shall be considered in accordance with the standards in Sections 155.24

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, CREATING A NEW CHAPTER 158 OF TITLE XV OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH TO BE ENTITLED "ARCHITECTURAL APPEARANCE COMMITTEE", FOR THE PURPOSE OF ESTABLISHING AN ARCHITECTURAL APPEARANCE COMMITTEE TO REVIEW THE AESTHETIC ASPECTS OF BUILDING AND SITE CHANGES; PRESCRIBING ORGANIZATION, MEMBERS, TERMS, APPOINTMENTS; SPECIFYING POWERS, DUTIES AND CRITERIA OF THE COMMITTEE; ESTABLISHING MEETINGS, RECORDS, APPROVAL OF PLANS; DECLARING CERTAIN ACTS TO BE IN VIOLATION OF THIS ORDINANCE; PRESCRIBING PENALTIES FOR ACTS TO BE IN VIOLATION OF THIS ORDINANCE; PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THIS ORDINANCE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission and citizens of Pompano Beach are desirous of creating an improved quality of life in the community which can, in part, be derived from the construction of aesthetically pleasing structures and the beautification of the environs surrounding such structures; and

WHEREAS, the health, safety, aesthetic attractiveness and general welfare of the community can be achieved through the promulgation of detailed design criteria as stated herein; and

WHEREAS, beautiful and well-planned communities result through such a comprehensive scheme of regulations guided by a Committee empowered by its enabling

ordinance to merge environment and development into an integrated whole; and

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed Ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That there is hereby created a new Chapter 158 in Title XV of the City of Pompano Beach Code of Ordinances to read as follows:

TITLE XV: LAND USAGE

Chapter 158: ARCHITECTURAL APPEARANCE COMMITTEE

Section 158.01 PURPOSE.

This Committee has been established by the City Commission of the City of Pompano Beach in recognition of the fact that beautiful communities can be created only through a deliberate action on the part of the community leadership, architects, planners, realtors and the building industry.

Public action for improving community appearance, as embodied in the Architectural Appearance Committee, will provide the ultimate designers of individual structures with the larger contexts in which their particular works will be viewed. Since the beauty of a community involves the aesthetic quality of all one sees in the community, it goes far beyond the design of individual architectural facades.

Zoning is the single most powerful legal enforcement of an overall urban concept, but it does not fully plan building locations, traffic movement or parklands; it does not create beauty, aesthetic order, or amenity. The task of this Committee is, therefore, to preserve various elements of urban beauty and require that new projects enhance that which already exists.

The essential foundation of beauty in cities is harmony with nature. The plan for achieving beauty must grow out of our special local characteristics of site, aesthetic tradition, and developmental potential. Some local areas of natural beauty are the beaches, the Intracoastal Waterway, the lakes within the City, the canals and the parks. The vistas and visual delight of these should be allowed only to be enhanced. It is the intent that this Committee achieve a pleasant and comprehensive cohesiveness in our community development. The method of achieving this goal is by the use of a Community Design Plan - the larger contexts referred to above - which would indicate, for the various parts of the municipality, the aesthetic character to be encouraged and the means by which such aesthetic character is to be attained and protected. The Architectural Appearance Committee is composed of persons with experience in judging three dimensional forms, and their inter-relationships, who have the ability to meet any particular designer on the grounds of his own aesthetic understanding. The Committee acts in review of specific projects to ascertain whether proposals would enhance the Community or violate the spirit of this ordinance. The Committee defines the objectives and looks to see if the aesthetic intentions are actually embodied in proposed projects.

Section 158.02 CREATION, MEMBERS, TERMS, APPOINTMENTS.

An Architectural Appearance Committee is hereby created:

A. The Committee shall be composed of five members, appointed by the Commission for terms of two years, except that the members of the first Committee to serve shall be appointed so that three members shall serve one year terms and two members shall serve two year terms. Their successors shall be appointed to two year terms.

B. Two alternate members shall be appointed by the City Commission for terms of one year. In the absence or disability of a regular member, an alternate member may be called to sit and act in his place by the Chairman of the Committee. Whenever feasible, one of the two alternates shall be a registered architect.

C. Members of the Committee shall be subject to removal, for cause by the City Commission after a hearing before the City Commission. Unexcused absence for three consecutive meetings shall constitute cause for removal.

Section 158.03 ORGANIZATION.

The Architectural Appearance Committee shall elect a Chairman and Vice-Chairman to preside at its meetings, and shall formulate its rules and regulations for the conduct of its business. The members of the Committee shall have the following qualifications:

A. Each member must be a resident of the City of Pompano Beach or a practicing architect with his/her principal place of business located in the City of Pompano Beach.

B. At least two (2) members of the Committee shall be Florida registered architects and at least one (1) other member shall be a Florida registered landscape architect. The remaining members of the Committee shall be a Florida registered architect, a Florida registered landscape architect, a Florida registered professional engineer, a planner, a building contractor, a Florida registered real estate sales person or broker or possess a similarly-related background.

Section 158.04 POWERS AND DUTIES.

A. Majority to Review Plans. The Architectural Appearance Committee shall recommend standards acceptable to the City Commission relative to plans and specifications to be submitted in connection with application for structures, public or private as hereinafter required. Except single family dwellings and duplex dwellings as excluded by the City's Zoning Code from development review, the signature of the Chairman or presiding Committee members on each set of plans and specifications required to be submitted with each application for a permit, shall be pre-requisite to the issuance of any building permit required to be reviewed by the Committee. The Architectural Appearance Committee may require such changes in said plans and specifications as in its judgment may be requisite and appropriate to the maintenance of a high standard of architecture, beauty and harmony as established by the standards adopted by the City Commission for the guidance of the Committee.

B. Plans and Specifications. Except single family dwellings and duplex dwellings as excluded by the City's Zoning Code from development review, every application for a permit to erect a building or structure or to materially alter a front or side elevation of any existing building or structure in the City of Pompano Beach or in some fashion change the exterior appearance of any building or structure shall, unless subject to review by the Director of the Department of Development Services as provided in paragraph "D" of this section, be accompanied by six sets of detailed plans plus color and material samples. If the plans submitted do not furnish sufficient information adequately to show the scope of the planned construction for which a permit has been requested, then there shall be furnished, in addition to the six sets of detailed plans, one set of detailed specifications for such proposed work; both the plans and specifications shall be prepared by a registered architect or registered engineer, qualified under the laws of the State of Florida to prepare such plans and specifications and no permit therefor shall be issued until such plans (and specifications, when required) shall have been previously approved by the Committee as provided herein above. No plans or specifications in violation of

this or any other ordinance of the City of Pompano Beach shall be approved. No permit for the construction or addition to any building (excluding single-family and duplex dwellings) shall be issued until and unless the plans therefor have been approved by the Architectural Appearance Committee as being in accordance with the standards as provided for in this section.

(C) The Architectural Appearance Committee shall approve, approve with conditions, or disapprove the issuance of a building permit in any matter subject to its jurisdiction after consideration of whether the following criteria are complied with:

(1) The plan for the proposed structure or project is in conformity with good taste, good design and, in general, contributes to the image of Pompano Beach as a place of beauty, spaciousness, harmony, taste, fitness, broad vistas and high quality.

(2) The proposed structure or project is not, in its exterior design and appearance, of inferior quality such as to cause the nature of the local environment or evolving environment to materially depreciate in appearance and value.

(3) The proposed structure is in conformity with the standards of this Code and other applicable ordinances insofar as the location and appearance of the buildings and structures are involved.

If the above criteria are met, the application shall be approved. Conditions may be applied when the proposed building or structure does not comply with the above criteria and shall be such as to bring said structure or project into conformity. If any application is disapproved, the Architectural Appearance Committee shall detail in its findings the criterion or criteria that are not met. The action taken by the Committee shall be reduced to writing, signed by the Chairman, and a copy thereof made available to the applicant upon request.

(4) The proposed structure or project is in harmony with the proposed developments in the general area, with the comprehensive plan for the City of Pompano Beach, Florida, and with the criteria set forth in "Supplemental Criteria of the Architectural Appearance Committee," as may be from time to time amended or revised, which is described in Section 158.06. Any decision of the Committee must comply with such Supplemental Criteria of the Architectural Appearance Committee. The Supplemental Criteria of the Architectural Appearance Committee may be amended from time to time by ordinance regularly adopted upon action initiated by the City Commission. If the Architectural Appearance Committee shall make a recommendation to the City Commission for any such changes, the City Commission shall consider same and

may adopt such recommendations with or without modifications by ordinance, or may reject same.

(D) Minor Construction. Minor construction and alternations shall be exempt from review by the Committee. However, the Department of Development Services Director or his designee shall approve, approve with conditions or deny the issuance of a building permit for minor construction and alterations. Minor construction and alterations are as follows:

- (1) Rehabilitation of existing facades.
- (2) New construction that does not exceed 5,000 sq. ft. of floor area.
- (3) Additions (attached or detached) that contain 25% of the floor area of the primary building but not to exceed 25,000 sq. ft.
- (4) Landscape projects including decks and patios that contain less than 10,000 sq. ft.
- (5) Construction, repair, or rehabilitation of new or existing walls, fences, at-grade parking lots, canopies, and awnings.
- (6) Installation of any mechanical or plumbing equipment that is visible from the public right-of-way. This review is limited to methods of screening the equipment from public view.
- (7) Signs which do not require an application for site plan approval, including changes in text.

The Department of Development Services Director's decision shall be based upon the criteria set forth in paragraph "C" of this section. An appeal of the Director's decision shall be considered by the Architectural Appearance Committee.

Any person aggrieved by a decision of the Director may file a Notice of Appeal with the Clerk of the Committee within fourteen (14) days after the decision was made by the Director. The Notice of Appeal shall specify the action taken by the Director and in what respect the appellant is aggrieved by such action and the action which appellant desires the Committee to make with respect to the decision of the Director. The Committee shall act as an appeal board from the Director's decision within thirty (30) days of the Notice of Appeal being filed and shall either affirm the action of the Director, affirm it with modifications, reverse it, or remand it for further consideration.

Section 158.05 MEETINGS AND RECORDS.

(A) The Architectural Appearance Committee shall meet at least twice per month, at the call of the Chairperson or, in his or her absence, the Vice-Chairperson, or more often as may be required in order to consider applications pending without unnecessary delay. All meetings shall be open to the public and the order of business and procedure to be followed shall be as prescribed within the rules and regulations to be adopted by the Committee. A majority of the Committee shall constitute a quorum and the affirmative vote of a majority of the Committee shall be necessary for any action thereof. The City Manager is authorized and empowered to appoint a secretary for the Committee. A record of the proceedings of the Committee shall be kept.

(B) Failure of the Committee to take final action within fifteen (15) days of sufficient plans and specifications being filed with the Committee shall constitute approval of such plans and specifications by the Committee.

(C) Any person aggrieved by a decision of the Architectural Appearance Committee may file a Notice of Appeal with the City Clerk within fourteen (14) days after the approved minutes of the meeting at which the decision was made have been filed with the City Clerk. The Notice of Appeal shall specify the action taken by the Committee and in what respect the appellant is aggrieved by such action and the action which appellant desires the City Commission to make with respect to the decision of the Committee. Any City Commissioner may also file a Notice of Appeal within fourteen (14) days after the approved minutes of the meeting at which the decision was made have been filed with the City Clerk. The City Commission shall sit, in open session, as an appeal board from the Architectural Appearance Committee within thirty (30) days of the Notice of Appeal being filed and shall either affirm the action of the Architectural Appearance Committee, affirm it with modifications, reverse it, or remand it for further consideration.

Section 158.06 SUPPLEMENTAL CRITERIA.

The City of Pompano Beach hereby adopts by reference the Supplemental Criteria of the Architectural Appearance Committee, a copy of which is attached hereto marked Exhibit "A" and made a part hereof, and additional copies of which are available on file in the office of the City Clerk for public reference and inspection, as and for an ordinance of the City of Pompano Beach. Said provisions and regulations are hereby adopted and incorporated into the Code of Ordinances of the City of Pompano Beach without further codification as if fully set out herein at length.

Section 158.07 CHANGES IN PLANS AND SPECIFICATIONS.

The requirements of this ordinance are in addition to any other requirement of the Code of Ordinances of the City of Pompano Beach, such as the Zoning Code and the Building Code. Approval by the Architectural Appearance Committee of a given set of plans and specifications does not necessarily constitute evidence of applicant's compliance with other requirements of the Code of the City of Pompano Beach.

Section 158.08 VIOLATIONS.

(A) It shall constitute a violation of this ordinance should any owner, agent or person having charge of or occupying any lot or premises covered by the provisions of this ordinance refuse or neglect, for a period of fifteen (15) days after receiving notice from the City of any violation hereof, fail to cure such violation without further notice.

(B) In the case of such violation, as above stated, the City may then cause the work of removal, replacement and/or cutting to be done and the cost of such work shall forthwith be paid by such owner, agent or other person.

(C) Upon failure of the owner, agent or other person to promptly pay the cost of such work, the City Clerk shall cause an affidavit to be placed upon the public records of Broward County describing the work done and the amount of cost incurred by the City. Such affidavit shall constitute a claim of lien against the property, forecloseable in the manner of mechanic's liens, together with the costs of the action and all reasonable attorneys' fees incurred by the City.

(D) Any notices required by this ordinance may be mailed to the owner of record as shown on the tax roll of Broward County, Florida or may be posted upon the premises by affixing in any conspicuous place on any structure located on such premises or may be given by leaving a copy of such notice with any person of legal age occupying or having charge of the premises.

(E) Additionally, the City of Pompano Beach Code Enforcement Division shall have the jurisdiction and authority to hear and decide alleged violations of Chapter 158 of the City of Pompano Beach Code which alleged violations may be processed in accordance with the provisions of Chapter 37 of the City of Pompano Beach Code of Ordinances.

Section 158.09 PENALTY.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance may be fined as provided by Section 10.99, "General Penalty", of

the Pompano Beach Code of Ordinances. Each day a violation exists shall constitute a separate offense.

The provisions of this ordinance shall be in addition to such other remedies as may be provided for by law or ordinance.

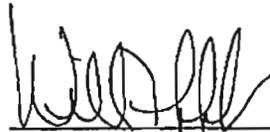
SECTION 2: All ordinances, resolutions, or parts thereof in conflict herewith are hereby repealed.

SECTION 3: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4: This Ordinance shall become effective upon passage.

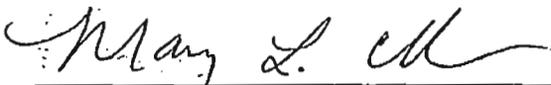
PASSED FIRST READING this 23rd day of June, 1998.

PASSED SECOND READING this 28th day of July, 1998.



WILLIAM F. GRIFFIN, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL:amd
7/29/98
l:ord/ch158/98-229a

or other chemical agents, intentional fire damage, or other damage to the tree that permits infection or pest infestation; the infliction of a trunk wound that is 50 percent or greater to the circumference of the trunk; or the removal of sufficient canopy to cause the decline of the tree.

Developer

Any person, including a governmental agency, undertaking development.

Development

"Development" has the meaning given it in Section 380.04, Fla. Stat.

Development Agreement

An agreement entered into between the city and a landowner in accordance with Section 155.2428,

Development Agreement.

Development Order

Any order granting, denying, or granting with conditions an application for a development permit.

Development Permit

Any building permit, zoning permit, plat approval, or rezoning, certification, variance, special exception, subdivision approval or other action having the effect of permitting development.

Development Services Director

The Development Services Director of the City of Pompano Beach or a designee.

Diameter at Breast Height (DBH)

The diameter of the trunk of a tree measured at breast height (four and one-half feet above the natural grade). The DBH of trees with multiple trunks is the sum of the individual trunk diameters at breast height. Trees with less than four and one-half feet of clear trunk are measured as the diameter of the largest vertical branch or leader at breast height.

District, Overlay Zoning

A zoning district that encompasses one or more underlying zoning districts and that imposes additional requirements above those required by the underlying zoning district.

District, Zoning

An area delineated on the Official Zoning Map which sets forth standards and guidelines for all development within the prescribed district.

Dock

A general term including docks and similar structures consisting of a fixed or floating platform extending from the shore over the water. This accessory structure does not include a fishing pier or a boathouse.

Docking Facility

A fixed or floating structure, including moorings, used for the purpose of berthing buoyant vessels on a commercial basis. This use type is further divided into facilities that provide docking for recreational boats only, those that provide docking for commercial fishing boats, and those that provide docking for barges.

Dormitory (As An Accessory Use To An Educational Use)

A building operated by and affiliated with a permitted Education Use that provides group sleeping accommodations with or without meals.

Dripline

The outside end of branches of a tree or shrub projected vertically to the ground.

Drive-Through Service

The provision of products or services to customers who remain in their vehicles, whether through a window or door in a building, a machine in a building or detached structure (e.g., ATM), or via a mechanical device (e.g., a pneumatic tube system). In addition to the pick-up window or door, drive-through service facilities also may include remote menu boards and ordering stations. Use types that commonly have drive-through service include banks or financial institutions, restaurants, specialty eating or drinking establishments, and drug stores or pharmacies.

Driveway

A private accessway providing access between a street and origin and destinations points within an adjacent property.

Drop-In Child Care

An occasional child care arrangement within a shopping mall or business establishment, the sole purpose of which is to provide babysitting for no more than a four-hour period while the parent remains on the premises. (Drop-in child care is subject to the licensing requirements of the Broward County Child Care Ordinance (Chapter 7 of the Broward County Code of Ordinances), as amended.)

Drug or Alcohol Treatment Facility

A state-licensed substance abuse treatment facility that provides residential treatment, intensive outpatient treatment and addictions receiving facility, as defined in Fla. Stat. §397.311.

Drug Store or Pharmacy

Select Year:

The 2014 Florida Statutes

Title XXVIII
NATURAL RESOURCES; CONSERVATION,
RECLAMATION, AND USE

Chapter 380
LAND AND WATER
MANAGEMENT

View Entire
Chapter

380.04 Definition of development.—

(1) The term “development” means the carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.

(2) The following activities or uses shall be taken for the purposes of this chapter to involve “development,” as defined in this section:

(a) A reconstruction, alteration of the size, or material change in the external appearance of a structure on land.

(b) A change in the intensity of use of land, such as an increase in the number of dwelling units in a structure or on land or a material increase in the number of businesses, manufacturing establishments, offices, or dwelling units in a structure or on land.

(c) Alteration of a shore or bank of a seacoast, river, stream, lake, pond, or canal, including any “coastal construction” as defined in s. 161.021.

(d) Commencement of drilling, except to obtain soil samples, mining, or excavation on a parcel of land.

(e) Demolition of a structure.

(f) Clearing of land as an adjunct of construction.

(g) Deposit of refuse, solid or liquid waste, or fill on a parcel of land.

(3) The following operations or uses shall not be taken for the purpose of this chapter to involve “development” as defined in this section:

(a) Work by a highway or road agency or railroad company for the maintenance or improvement of a road or railroad track, if the work is carried out on land within the boundaries of the right-of-way.

(b) Work by any utility and other persons engaged in the distribution or transmission of gas, electricity, or water, for the purpose of inspecting, repairing, renewing, or constructing on established rights-of-way any sewers, mains, pipes, cables, utility tunnels, power lines, towers, poles, tracks, or the like. This provision conveys no property interest and does not eliminate any applicable notice requirements to affected land owners.

(c) Work for the maintenance, renewal, improvement, or alteration of any structure, if the work affects only the interior or the color of the structure or the decoration of the exterior of the structure.

(d) The use of any structure or land devoted to dwelling uses for any purpose customarily incidental to enjoyment of the dwelling.

(e) The use of any land for the purpose of growing plants, crops, trees, and other agricultural or forestry products; raising livestock; or for other agricultural purposes.

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(f) A change in use of land or structure from a use within a class specified in an ordinance or rule to another use in the same class.

(g) A change in the ownership or form of ownership of any parcel or structure.

(h) The creation or termination of rights of access, riparian rights, easements, covenants concerning development of land, or other rights in land.

(4) "Development," as designated in an ordinance, rule, or development permit includes all other development customarily associated with it unless otherwise specified. When appropriate to the context, "development" refers to the act of developing or to the result of development. Reference to any specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of subsection (1).

History.—s. 4, ch. 72-317; s. 2, ch. 83-308; s. 94, ch. 2002-20; s. 29, ch. 2002-296.

(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. (Ord. 98-57, passed 7-28-98; Am. Ord. 2004-46, passed 7-13-04)

§ 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 members of the Committee shall be Florida registered architects and at least one 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. (Ord. 98-57, passed 7-28-98)

§ 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 prerequisite 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 division (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) (a) 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.

(b) 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 the 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 § 158.06. Any decision of the Committee must comply with such Supplemental Criteria of the Architectural Appearance Committee. The Supplemental Criteria of the Architectural Appearance Committee may be amended from time to time by ordinance regularly adopted upon action initiated by the City Commission. If the Architectural Appearance Committee shall make a recommendation to the City Commission for any such changes, the City Commission shall consider same and may adopt such recommendations with or without modifications by ordinance, or may reject same.

(D) *Minor Construction.* Minor construction and alternations shall be exempt from review by the Committee. However, the Department of Development Services Director or his designee shall approve, approve with conditions or deny the issuance of a building permit for minor construction and alterations. Minor construction and alterations are as follows:

(1) Rehabilitation of existing facades.

(2) New construction on property not abutting a designated arterial or collector road as defined by the County Trafficways Plan that does not exceed 5,000 square feet 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 square feet.

(4) Landscape projects including decks and patios that contain less than 10,000 square feet.

(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.

(a) The Department of Development Services Director's decision shall be based upon the criteria set forth in division (C)(1) of this section. An appeal of the Director's decision shall be considered by the Architectural Appearance Committee.

(b) Any person aggrieved by a decision of the Director may file a Notice of Appeal with the Clerk of the Committee within 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 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.

(Ord. 98-57, passed 7-28-98; Am. Ord. 2001-64, passed 5-22-01)

§ 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 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

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

AN ORDINANCE AMENDING CHAPTER 154, "PLANNING", OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 154.19, "SUBDIVISION OR PLATTING OF LAND; APPROVAL OF COMMISSION", TO PROVIDE FOR INSTALLATION OF UNDERGROUND UTILITIES PRIOR TO APPROVAL OF A SUBDIVISION OR PLAT; AND AMENDING CHAPTER 155, "ZONING CODE", BY AMENDING SECTION 155.210, "PCD PLANNED COMMERCIAL/INDUSTRIAL OVERLAY DISTRICT", TO REQUIRE UNDERGROUND UTILITIES AS A DEVELOPMENT REQUIREMENT; AND AMENDING CHAPTER 157, "DEVELOPMENT OF LAND", BY AMENDING SECTION 157.44, "REQUIREMENTS FOR PLAT APPROVAL", TO PROVIDE FOR INSTALLATION OF UNDERGROUND UTILITIES PRIOR TO ISSUANCE OF A BUILDING PERMIT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Chapter 154, "Planning", of the Pompano Beach Code of Ordinances is hereby amended by amending section 154.19, "Subdivision or Platting of Land; Approval of Commission", to read as follows:

§ 154.19 SUBDIVISION OR PLATTING OF LAND: APPROVAL OF COMMISSION.

...

(B) As a condition precedent to the approval of a subdivision or plat, all facilities for the distribution of electricity, telephone, and cable television shall be installed underground in new subdivisions and plats. Appurtenances such as transformer boxes, pedestal mounted terminal boxes and meter cabinets may be placed above ground on a level concrete slab and shall be landscaped in accordance with the requirements outlined in the city code. Street lighting poles and fixtures may be placed above ground. Primary transmission lines carrying in excess of 7,000 volts single phase or 12,000 volts three phase may be suspended above the surface.

~~(B)~~ (C) After submittal by the Planning Department, the City Commission may approve a subdivision plat by resolution, or it may require changes therein as a condition of approval. No plat shall be approved until the installation of streets and other public ways, water, sewer, and drainage systems, and other public improvements the City Commission deems to be reasonably necessary to the public health, safety, and welfare have been completed. However, as an alternative to the completion of the work prior to approval of a plat, the City Commission may accept a cash bond, a surety bond executed by a surety authorized to do business in the state, an irrevocable letter of credit, a negotiable certificate of deposit, or an escrow account in sufficient amount to assure the completion of all improvements. Any bond or other security shall be conditioned upon the completion of all required improvements within the time specified by the City Commission.

~~(C)~~ (D) As an alternative to the furnishing of a bond or other security required by division (A) above, the City Commission may provide for tentative approval of a plat prior to completion of required improvements; however, any such tentative approval shall not be entered on the plat.

~~(D)~~ (E) Property owners presenting plats to the City Commission for approval for record, shall be required to pay to the city a review fee as established by the City Commission by ordinance.

~~(E)~~ (F) Requests for modification of a non-vehicular access line on a previously approved and recorded plat shall be made in writing and be accompanied by the following:

...

Print

Pompano Beach, Florida Code of Ordinances

§ 113.20 BUSINESS TAX RECEIPT REQUIREMENT.

(A) It shall be unlawful for any person to engage in or manage any business, profession or occupation within the city limits without first obtaining a business tax receipt to do business under this chapter. Each day's selling or disposing of merchandise, managing or engaging in business or in an occupation or profession without obtaining the proper business tax receipt, shall constitute a separate and distinct violation of this section.

(B) It shall be unlawful for any person to engage in or manage any business, profession or occupation within the city in a manner not specified in or inconsistent with the classification listed with an approved business tax receipt issued by the city, or in a manner not specified in or inconsistent with the business operation or conduct as described by the applicant in the application for said business tax receipt. Transaction of business in the aforementioned manner shall constitute a separate and distinct violation of this section for each day business is conducted.

('58 Code, § 22.03) (Ord.487, passed - - ; Am. Ord. 487-A, passed - - ; Am.Ord. 72-47, passed6-27-72; Am. Ord. 97-66, passed 7-8-97; Am. Ord. 2007-57, passed 7-10-07; Am. Ord. 2008-47, passed 6-24-08; Am. Ord. 2010-02, passed 10-27-09) Penalty, see § 10.99

Cross-reference:

Additional business tax receipt penalty, see § 113.27



MEMORANDUM

Development Services

ADMINISTRATIVE MEMORANDUM NO. 15-137

DATE: March 16, 2015

TO: Planning and Zoning Board

VIA: Robin M. Bird, Director of Development Services *RM*

FROM: Karen Friedman, AICP, Principal Planner *KBF*

RE: Text Amendments to Zoning Code
Professional Offices and Banks in RM Districts
Revision to proposed text amendments reviewed at January P&Z Board

At the January 2015 P&Z hearing, the P&Z Board reviewed and recommended Staff's proposed text amendments to Professional Offices and Banks in the RM Districts. The proposed text amendments removed the limitation to 2,000 sq ft for Professional Offices and Banks in the RM-20, RM-30, and RM-45. Additionally the text amendments added a limitation that restricted the total gross floor area to no more than 50% of the floor area of the building.

FLU Land Use Implementation Section 3.02.c permits Professional Offices and Banks in RM Districts without the need to allocate commercial flex, if the total gross floor area is no more than 50% of the floor area of the building (*see attachment – yellow highlight*). However, per FLU Land Use Implementation Section 3.02.a, Professional Offices and Banks in excess of the 50% limitation are also permitted in RM Districts as long as commercial flex is applied (*see attachment – orange highlight*).

Therefore the text amendments reviewed by the P&Z Board at the January 2015 hearing which added in the limitation that restricted the total gross floor area to no more than 50% of the floor area of the building inadvertently created an inconsistency with the Comprehensive Plan.

Therefore Staff's updated text amendments will result in the following:

- Professional Offices
 - Professional Offices will remain a Special Exception use in RM-12, RM-20, RM-30 and RM-45.
 - The limitation to 2,000 square feet of gross floor area in RM-20, RM-30, and RM-45 will be removed.
 - The limitation to 2,000 square feet of gross floor area in RM-12 will remain.
- Banks
 - Banks will remain a Special Exception use in all RM-20, RM-30, and RM-45 Districts.
 - The limitation to 2,000 square feet of gross floor area for RM-20, RM-30, and RM-45 will be removed.

Staff's Request

Staff is requesting the Board approve the recommended changes to the Zoning Code to the City Commission for adoption.

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6. Public utilities, including water and wastewater treatment plants, pumping stations, power plant substations and transmission facilities and solid waste disposal and transfer stations.
7. Communication facilities.
8. Office and/or retail sales of merchandise or services, subject to the following limitations and provisions:
 - a. No more than a total of five percent (5%) of the area designated for residential use on the Future Broward County Land Use Plan Map (Series) within a flexibility zone may be used for offices and/or retail sales of merchandise or services.
 - b. No contiguous area used for offices and/or retail sales of merchandise or services may exceed ten (10) acres. For the purpose of this provision, contiguous is defined as: attached; located within 500 feet; or separated only by streets and highways, canals and rivers, or easements.
 - c. Regardless of a and b above, space within residential buildings in areas designated for Medium-High (25) Residential or High (50) Residential density may be used for 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.
 - d. Space within residential buildings in areas designated for Medium (16) Residential density may be used for offices, as long as no more than 50% of the floor area is used for offices.
9. Special Residential Facilities; subject to: meeting one of the Category definitions as contained in the Special Residential Facilities Permitted Uses subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan; meeting density provisions by Category type stated below; and the limitations as expressed by the certified land use plan map; and if applicable, the provisions regarding the use and allocation of reserve units, flexibility units or bonus sleeping rooms as contained in the "Administrative Rules Document" of the Broward County Planning Council.

Density Provisions:

- a. Special Residential Facility Category (1) development shall count as one (1) Dwelling unit each.
- b. Special Residential Facility Category (2) development shall count as two (2) dwelling units each.
- c. Special Residential Facility Category (3) development shall count as one (1) dwelling unit per every two (2) sleeping rooms regardless of the number of kitchens or baths.

CHAPTER 155: ZONING CODE

Article 4: Use Standards

Part 2: Principal Uses and Structures

155.4220. COMMERCIAL: OFFICE USES

B. Professional Office

3. Standards

~~a.~~ a. In the ~~Multifamily Residential (RM-) districts~~ RM-12 District, a professional office use is allowed as a Special Exception only if the total gross floor area is 2,000 square feet or less.

155.4221. COMMERCIAL: RETAIL SALES AND SERVICE USES - PERSONAL SERVICES

C. Bank or Financial Institution

2. Definition

A bank or financial institution is an establishment that provides retail banking services, mortgage lending, or similar financial services to individuals and businesses. This use type also includes those establishments engaged in the on-site circulation of cash money and check-cashing facilities, but does not include bail bond brokers. ~~Banks and financial institutions are distinguished between those whose total gross floor area is 2,000 square feet or less and those whose total gross floor area exceeds 2,000 square feet.~~ Accessory uses may include automated teller machines (ATMs) and facilities providing drive-through service.

3. Standards

~~A bank or financial institution shall comply with the following standards:~~

~~a.~~ a. ~~In the Multifamily Residential (RM-) districts, a bank or financial institution is allowed as a Special Exception only if the total gross floor area is 2,000 square feet or less.~~

Article 9: Definitions and Interpretation

Part 5: Terms and Uses Defined

Bank or Financial Institution

An establishment that provides retail banking services, mortgage lending, or similar financial services to individuals and businesses. This use type also includes those establishments engaged in the on-site circulation of cash money and check-cashing facilities, but does not include bail bond brokers. ~~Banks and financial institutions are distinguished between those whose total gross floor area is 2,000 square feet or less and those whose total gross floor area exceeds 2,000 square feet.~~ Accessory uses may include automated teller machines (ATMs) and facilities providing drive-through service.

**DOCUMENTS FROM
JANUARY 2015
P&Z HEARING**

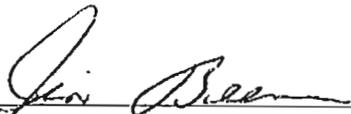
**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #15-005**

DATE: February 5, 201~~4~~⁵
TO: City Commission
FROM: Planning and Zoning Board/ Local Planning Agency
SUBJECT: Proposed Text Amendments to Zoning Code,
Professional Offices and Banks in RM Districts

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on January 28, 2015, the Board considered proposed text amendments to the Zoning Code regarding revisions to standards in the Professional Offices and Banks in RM Districts as set forth in the Department of Development Services Administrative Report 14-586.

Staff is recommending the limitation to 2,000 square feet of gross floor area be removed for Professional Offices and Banks in RM-20, RM-30 and RM-45 Zoning Districts. Further, Staff is recommending that the specific standard from FLU Land Use Implementation Section 3.02 be stated in the Zoning Code.

With a unanimous vote for the approval of the amendment, it is the recommendation of the Board that the text amendments be approved.



Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

MEMORANDUM

Development Services

ADMINISTRATIVE MEMORANDUM NO. 14-586

DATE: December 22, 2014

TO: Planning and Zoning Board

VIA: Robin M. Bird, Director of Development Services 

FROM: Karen Friedman, AICP, Planner 

RE: Text Amendments to Zoning Code
Professional Offices and Banks in RM Districts

Staff is recommending revisions to the Zoning Code regarding Professional Offices and Banks in the RM Zoning Districts. An explanation of the revisions is below.

Background

Professional Offices are permitted in RM-12, RM-20, RM-30 and RM-45 as a Special Exception. Further in order to qualify for the Special Exception, the total gross floor area of the Professional Office must be 2,000 square feet or less.

Banks or Financial Institutions are permitted in RM-20, RM-30 and RM-45 as a Special Exception. Further in order to qualify for the Special Exception, the total gross floor area of the Bank or Financial Institution must be 2,000 square feet or less.

Recently a member of the public questioned the limitation to 2,000 square feet. Therefore Staff researched the old Zoning Code's regulations regarding professional offices and banks in the RM Districts and determined the following (a copy of the regulations is attached):

- §155.165(C)(6) – RM-12
 - Office Building was a Special Exception Use and the floor area was not to exceed 2,000 square feet and consistent with FLU Land Use Implementation Section 3.02.
 - Financial Institution was not permitted.
- §155.167(C)(7) – RM-20
 - Office Building was a Special Exception Use if consistent with FLU Land Use Implementation Section 3.02.
 - Financial Institution was a Special Exception Use if consistent with FLU Land Use Implementation Section 3.02.
- §155.168(C)(6) – RM-30
 - Office Building was a Special Exception Use if consistent with FLU Land Use Implementation Section 3.02.
 - Financial Institution was a Special Exception Use if consistent with FLU Land Use Implementation Section 3.02.

MEMORANDUM

Development Services

- §155.169(C)(6) – RM-45
 - Office Building was a Special Exception Use if consistent with FLU Land Use Implementation Section 3.02.
 - Financial Institution was a Special Exception Use if consistent with FLU Land Use Implementation Section 3.02.

Additionally Staff reviewed Ordinance 93-34, which addressed these standards (copy attached). Ordinance 93-34 reiterates the standards found in the old Zoning Code.

Staff's Recommendation

Staff believes the requirement for Professional Offices and Banks in the RM-20, RM-30, and RM-45 to be limited to 2,000 square feet is a scrivener's error. Staff is therefore recommending the limitation to 2,000 square feet of gross floor area be removed for RM-20, RM-30 and RM-45. Further, Staff is recommending that the specific standard from FLU Land Use Implementation Section 3.02 be stated in the Zoning Code.

Staff's Request

Staff is requesting the Board approve the recommended changes to the Zoning Code to the City Commission for adoption.

CHAPTER 155: ZONING CODE

Article 4: Use Standards

Part 2: Principal Uses and Structures

155.4220. COMMERCIAL: OFFICE USES

B. Professional Office

3. Standards

- a. In the Multifamily Residential (RM-) districts RM-12 District, a professional office use is allowed as a Special Exception only if the total gross floor area is 2,000 square feet or less.
- b. In the Rm-20, RM-30 and RM-45 District, a professional office use is allowed as a Special Exception only if the total gross floor area is no more than 50% of the floor area of the building.

155.4221. COMMERCIAL: RETAIL SALES AND SERVICE USES - PERSONAL SERVICES

C. Bank or Financial Institution

2. Definition

A bank or financial institution is an establishment that provides retail banking services, mortgage lending, or similar financial services to individuals and businesses. This use type also includes those establishments engaged in the on-site circulation of cash money and check-cashing facilities, but does not include bail bond brokers. Banks and financial institutions are distinguished between those whose total gross floor area is 2,000 square feet or less and those whose total gross floor area exceeds 2,000 square feet. Accessory uses may include automated teller machines (ATMs) and facilities providing drive-through service.

3. Standards

~~A bank or financial institution shall comply with the following standards:~~

- a. ~~In the Multifamily Residential (RM-) districts, a bank or financial institution is allowed as a Special Exception only if the total gross floor area is 2,000 square feet or less~~ no more than 50% of the floor area of the building.

Article 9: Definitions and Interpretation

Part 5: Terms and Uses Defined

Bank or Financial Institution

An establishment that provides retail banking services, mortgage lending, or similar financial services to individuals and businesses. This use type also includes those establishments engaged in the on-site circulation of cash money and check-cashing facilities, but does not include bail bond brokers. Banks and financial institutions are distinguished between those whose total gross floor area is 2,000 square feet or less and those whose total gross floor area exceeds 2,000 square feet. Accessory uses may include automated teller machines (ATMs) and facilities providing drive-through service.

- (1) construction of one single-family dwelling unit or duplex unit on a lot or parcel which lot or parcel was of record as such in the applicable public records as of the effective date of this Plan;
- (2) construction on any multi-family or non-residential lot or parcel which is less than five (5) acres in size and specifically delineated on a plat recorded on or before June 4, 1953;-provided that in addition to meeting the above criteria, the issuance of the building permit shall be subject to all of the following: compliance with the applicable land development regulations; any land within the lot or parcel which is necessary to comply with the Broward County Trafficways Plan has been conveyed to the public by deed or grant of easement.

Section 3. Zoning as to Permitted Uses and Densities

3.01 City zoning as to permitted uses and densities must be in compliance with or be more restrictive than the requirements of the Land Use Plan. For purposes of this section "more restrictive" means zoning which permits less than all of the uses permitted by the Land Use Plan on a parcel of land, or, for a parcel of land designated residential by the Land Use Plan Map, a lower residential density than permitted by the Land Use Plan.

3.02 City zoning as to permitted uses and densities shall be in compliance with the City's Land Use Plan if the following requirements are met:

A. Residential

Each parcel of land within an area which is designated in a Residential land use category by the Land Use Plan must be zoned in a zoning district which permits any one or more of the following uses, but not other uses:

1. Residential dwelling units at a maximum density that does not exceed the maximum gross residential density designated for the parcel of land by the Land Use Plan Map.
2. Home occupations and other activities and uses accessory to a dwelling unit.
3. Hotels, motels and similar lodging. The maximum number of hotel, motels or similar lodgings units permitted on any parcel designated for residential uses is double the maximum number of dwelling units designated for the parcel of land by the City's Land Use Plan Map.
4. Parks, golf courses and other outdoor recreational facilities and recreational, civic or cultural buildings ancillary to the primary outdoor recreational use of the site.
5. Community facilities designed to serve the residential area, such as schools, day care centers, churches, clinics, nursing homes, governmental administration, police and fire protection facilities, libraries and civic centers.

6. Public utilities, including water and wastewater treatment plants, pumping stations, power plant substations and transmission facilities and solid waste disposal and transfer stations.
7. Communication facilities.
8. Office and/or retail sales of merchandise or services, subject to the following limitations and provisions:
 - a. No more than a total of five percent (5%) of the area designated for residential use on the Future Broward County Land Use Plan Map (Series) within a flexibility zone may be used for offices and/or retail sales of merchandise or services.
 - b. No contiguous area used for offices and/or retail sales of merchandise or services may exceed ten (10) acres. For the purpose of this provision, contiguous is defined as: attached; located within 500 feet; or separated only by streets and highways, canals and rivers, or easements.
 - c. Regardless of a and b above, space within residential buildings in areas designated for Medium-High (25) Residential or High (50) Residential density may be used for 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.
 - d. Space within residential buildings in areas designated for Medium (16) Residential density may be used for offices, as long as no more than 50% of the floor area is used for offices.
9. Special Residential Facilities; subject to: meeting one of the Category definitions as contained in the Special Residential Facilities Permitted Uses subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan; meeting density provisions by Category type stated below; and the limitations as expressed by the certified land use plan map; and if applicable, the provisions regarding the use and allocation of reserve units, flexibility units or bonus sleeping rooms as contained in the "Administrative Rules Document" of the Broward County Planning Council.

Density Provisions:

- a. Special Residential Facility Category (1) development shall count as one (1) Dwelling unit each.
- b. Special Residential Facility Category (2) development shall count as two (2) dwelling units each.
- c. Special Residential Facility Category (3) development shall count as one (1) dwelling unit per every two (2) sleeping rooms regardless of the number of kitchens or baths.

(7) Similar uses or structures.

(E) Lot area and width:

(1) Single-family dwelling:

(a) Minimum lot area of 7,000 square feet.

(b) Minimum lot width of 60 feet.

(2) Two-family dwelling:

(a) Minimum lot area of 8,000 square feet.

(b) Minimum lot width of 70 feet.

However, any lot on public record as of August 13, 1957, which has less area or width than herein required, may be used for two-family dwelling use provided the required front yard, side yard, and rear yard of the district are maintained.

(F) Density. The density shall not exceed 12 units per net acre of site area or the density permitted by the Pompano Beach Future Land Use Element, whichever is less.

(G) Setbacks.

(1) Front yard minimum of 25 feet;

(2) Side yard minimum of eight feet, except 18 feet from street line on corner lots; and

(3) Rear yard minimum of 15 feet, except 25 feet when abutting a waterway.

(H) Building area:

(1) Minimum livable floor area of 950 square feet per single-family dwelling.

(2) Minimum livable floor area of 750 square feet per unit in two-family dwelling.

(I) Lot coverage, maximum of 35%.

(J) Pervious area, minimum of 30%.

(K) Height, maximum of 35 feet except a maximum of 60 feet for church steeples.

(L) Site plan. Site plan approval is required in accordance with Chapter 157.

(M) Special regulations. See sections governing parking, landscaping and signs.

(Ord. 91-63, passed 6-25-91; Am. Ord. 2004-29, passed 3-23-04; Am. Ord. 2007-58, passed 7-24-07; Am. Ord. 2010-24, passed 3-23-10) Penalty, see § 10.99

§ 155.164 (RESERVED).

MULTIPLE-FAMILY RESIDENTIAL DISTRICTS

§ 155.165 RM-12 MULTIPLE-FAMILY RESIDENCE DISTRICT.

(A) Intent. This district is intended to accommodate the full range of housing types but primarily low-medium density multifamily structures.

(B) Permitted uses.

(1) Single-family detached dwelling;

(2) Two-family dwelling;

(3) Multiple family dwelling;

(4) Community care facility;

(5) Community residential home.

(C) Special exceptions uses.

(1) Zero lot line single-family detached dwelling;

(2) Public or private park;

(3) Church and other house of worship;

(4) Golf course;

(5) Day care center; and

(6) Office building with a floor area not exceeding 2,000 square feet and in conformance with Implementation Section 3.02 of the Future Land Use Element.

(D) Accessory uses. All accessory uses permitted in the RS-1 District.

(E) Lot area and width.

(1) "RM-12" lots utilized for one-family dwelling use shall not be less than 7,000 square feet in area with a minimum width of 60 feet.

(2) "RM-12" lots utilized for two-family dwelling use shall not be less than 7,260 square feet in area with a minimum width of 70 feet.

(F) Density. In addition to meeting the other requirements of this section, the dwelling density shall not exceed 12 units per net acre of site area or the density specified in the Future Land Use Element of the Pompano Beach Comprehensive Plan, whichever is less.

(G) Setbacks:

(1) Front yard minimum of 25 feet;

(2) Side yard minimum of eight feet except that the side yard shall be increased by one foot for each four feet of building height, or major fraction thereof, above the first 18 feet of building height; and

(3) Rear yard minimum of 10 feet except:

(a) The rear yard shall be increased by one foot for each four feet of building height, or major fraction thereof, above the first 18 feet of building height; and

(b) In no case shall the setback be less than 25 feet from any waterway or the dune vegetation line on the ocean.

(4) Minimum distance between any portion of principal structures on the same site shall be 25 feet.

(H) Minimum floor area:

Efficiency	500 square feet
One bedroom	650 square feet
For each additional bedroom, another 100 square feet shall be required.	
Single-family dwelling	950 square feet
Two-family dwelling	750 square feet

(I) Lot coverage, maximum of 60%.

(J) Pervious area, minimum of 25%.

(K) Height, maximum of 35 feet.

(L) Site plan. Site plan review by the Planning and Zoning Board is required for multiple-family projects with more than ten dwelling units and all non-residential uses, in accordance with Chapter 157.

(M) Special regulations, see sections governing parking, landscaping, signs and lighting. (Ord. 91-63, passed 6-25-91; Am. Ord. 93-34, passed 3-23-93; Am. Ord. 2004-30, passed 3-23-04; Am. Ord. 2007-58, passed 7-24-07) Penalty, see § 10.99

§ 155.166 (RESERVED).

§ 155.167 RM-20 MULTIPLE-FAMILY RESIDENCE DISTRICT.

(A) Intent. This district is intended to accommodate the full range of housing types at medium densities but primarily multifamily structures ranging from townhouses to low rise apartments or condominiums. Hotels and office buildings may be acceptable but only if the special exception criteria in § 155.082 is met.

(B) Permitted uses:

- (1) Single-family detached dwelling;
- (2) Two-family dwelling;
- (3) Multiple family dwelling;
- (4) Community care facility;
- (5) Community residential home.

(C) Special exception uses:

- (1) Zero lot line single-family detached dwelling;
- (2) Public or private park;
- (3) Church and other house of worship;
- (4) Golf course;

- (5) Hotel, motel and apartment hotel;
 - (6) Boarding house;
 - (7) Office building or financial institution in conformance with Implementation Section 3.02 of the Future Land Use Element; and
 - (8) Day care center.
- (D) Accessory uses:
- (1) All accessory uses permitted in the RS-1 District.
 - (2) Restaurant or bar accessory to a hotel or motel of 50 rooms or more.
 - (3) Parking garage.
 - (4) Beach chair and umbrella rental, sale of tanning products accessory to a hotel or motel with 100 or more sleeping rooms.
 - (5) Volleyball courts subject to setback requirements established for special outdoor uses.
 - (6) Volleyball tournaments, other than professional tournaments sanctioned by and involving play by members of the Association of Volleyball Professionals, for hotels or motels with 100 or more sleeping rooms subject to parking requirements established for special outdoor uses, availability of restroom facilities as required by federal, state county, and/or local laws or regulations and subject to timely submittal and approval of a special event permit by the City Commission.

(E) Lot area and width:

<i>Number of Dwellings</i>	<i>Minimum Lot Area</i>	<i>Minimum Lot Width</i>
1	7,200	60
2	8,000	70
3	8,800	75
4	9,600	75
5	10,900	80
6	13,100	80
7	15,300	90
8	17,500	90
9	19,600	90

<i>Number of Dwellings</i>	<i>Minimum Lot Area</i>	<i>Minimum Lot Width</i>
10	21,800	90
11	24,000	90
12	26,200	90
13	28,400	90
14	30,500	90
15	32,700	90
16	34,900	90
17	37,100	90
18	39,300	90
19	41,500	90
20	43,560	90

(F) Density. In addition to meeting the other requirements of this section, the dwelling density shall not exceed 20 units per net acre of site area or the density specified in the Future Land Use Element of the Pompano Beach Comprehensive Plan, whichever is less. Hotel units cannot exceed 40 sleeping rooms per acre.

(G) Setbacks.

- (1) Front yard minimum of 25 feet;
- (2) Side yard minimum of 10 feet except that the side yard shall be increased by one foot for each four feet of building height, or major fraction thereof, above the first 20 feet of building height.
- (3) Rear yard minimum of 10 feet except:
 - (a) The rear yard shall be increased by one foot for each four feet of building height, or major fraction thereof, above the first 20 feet of building height; and
 - (b) In no case shall the setback be less than 25 feet from any waterway or the dune vegetation line on the ocean.
- (4) Minimum distance between any portion of principal structures on the same site shall be 25 feet.

(H) Minimum floor area:

Efficiency 500 square feet
 One bedroom 650 square feet

For each additional bedroom, another 100 square feet shall be required

Single-family dwelling 950 square feet

Two-family dwelling unit 750 square feet

(I) Lot coverage, maximum of 60%.

(J) Pervious area, minimum of 25%.

(K) Height. Maximum of 35 feet.

(L) Site plan. Site plan review by the Planning and Zoning Board is required for multiple-family projects with more than 10 dwelling units and all non-residential uses, in accordance with Chapter 157.

(M) Special regulations. See sections governing parking landscaping, signs and lighting. (Ord. 91-63, passed 6-25-91; Am. Ord. 92-01, passed 10-8-91; Am. Ord. 93-34, passed 3-23-93; Am. Ord. 94-51, passed 7-12-94; Am. Ord. 95-92, passed 9-12-95; Am. Ord. 2004-30, passed 3-23-04; Am. Ord. 2007-58, passed 7-24-07) Penalty, see § 10.99

§ 155.168 RM-30 MULTIPLE-FAMILY RESIDENCE DISTRICT.

(A) Intent. This district is intended to accommodate the full range of housing types at medium-high densities multifamily structures ranging from townhouses to high rise apartments or condominiums. Hotels and office buildings may be acceptable but only if the special exception criteria in § 155.082 is met.

(B) Permitted uses:

- (1) Single-family detached dwelling;
- (2) Two-family dwelling;
- (3) Multiple family dwelling;
- (4) Community care facility;
- (5) Community residential home.

(C) Special exception uses:

- (1) Public or private park;
- (2) Church and other house of worship;

(3) Golf course;

(4) Hotel, motel and apartment hotel;

(5) Boarding house;

(6) Office building or financial institution in conformance with Implementation Section 3.02 of the Future Land Use Element; and

(7) Day care center.

(D) Accessory uses:

(1) All accessory uses permitted in the RS-1 District.

(2) Restaurant or bar accessory to a hotel or motel of 50 rooms or more.

(3) Parking garage.

(4) Beach chair and umbrella rental, sale of tanning products accessory to a hotel or motel with 100 or more sleeping rooms.

(5) Volleyball courts subject to setback requirements established for special outdoor uses.

(6) Volleyball tournaments, other than professional tournaments sanctioned by and involving play by members of the Association of Volleyball Professionals, for hotels or motels with 100 or more sleeping rooms subject to parking requirements established for special outdoor uses, availability of restroom facilities as required by federal, state county, and/or local laws or regulations and subject to timely submittal and approval of a special event permit by the City Commission.

(E) Lot area and width:

<i>Number of Dwellings</i>	<i>Minimum Lot Area</i>	<i>Minimum Lot Width</i>
1	7,200	60
2	8,000	70
3	8,700	75
4	9,400	75
5	10,100	80
6	10,800	80
7	11,500	85
8 – 30	12,200	85

(F) Density. In addition to meeting the other requirements of this section, the dwelling density shall not exceed 30 units per net acre of site area or the density specified in the Future Land Use Element of the Pompano Beach Comprehensive Plan, whichever is less. Hotel density cannot exceed 60 sleeping rooms per acre.

(G) Setbacks.

- (1) Front yard minimum of 25 feet;
- (2) Side yard minimum of 10 feet except:

(a) The side yard shall be increased by one foot for each four feet of building height, or major fraction thereof, above the first 20 feet of building height; however, this additional requirement shall not apply to properties' side yards abutting a lake, canal or other waterway at least 40 feet in width.

(b) In no case shall the setback be less than 25 feet from any waterway or the dune vegetation line on the ocean.

- (3) Rear yard minimum of 10 feet except:

(a) The rear yard shall be increased by one foot for each four feet of building height, or major fraction thereof, above the first 20 feet of building height.

(b) In no case shall the setback be less than 25 feet from any waterway or the dune vegetation line on the ocean; however, the additional rear yard requirement above the first floor shall not apply to properties' rear yards abutting a lake, canal or other waterway at least 40 feet in width.

(4) Minimum distance between any portion of principal structures on the same site shall be 25 feet or one-half the height of the higher structure, whichever is greater.

(H) Minimum floor area:

Efficiency 500 square feet

One bedroom 650 square feet

For each additional bedroom, another 100 square feet shall be required

Single-family dwelling 950 square feet

Two-family dwelling unit 750 square feet

- (I) Lot coverage, maximum of 60%.
- (J) Pervious area, minimum of 25%.
- (K) Height. Maximum of 105 feet.

(L) Site plan. Site plan review by the Planning and Zoning Board is required for multiple-family projects with more than 10 dwelling units and all non-residential uses, in accordance with Chapter 157.

(M) Special regulations. See sections governing parking, landscaping, signs and lighting. (Ord. 91-63, passed 6-25-91; Am. Ord. 92-01, passed 10-8-91; Am. Ord. 93-34, passed 3-23-93; Am. Ord. 94-51, passed 7-12-94; Am. Ord. 95-92, passed 9-12-95; Am. Ord. 96-93, passed 9-24-96; Am. Ord. 2004-30, passed 3-23-04; Am. Ord. 2004-75, passed 9-28-04) Penalty, see § 10.99

§ 155.169 RM-45 MULTIPLE-FAMILY RESIDENCE DISTRICT.

(A) Intent. This district is intended to accommodate the full range of housing types at high densities but primarily multifamily structures ranging from townhouses to high rise apartments or condominiums. Hotels and office buildings may be acceptable but only if the special exception criteria in § 155.082 is met.

(B) Permitted uses:

- (1) Single-family detached dwelling;
- (2) Two-family dwelling;
- (3) Multiple family dwelling;
- (4) Community care facility;
- (5) Community residential home.

(C) Special exception uses:

- (1) Public or private park;

- (2) Church and other house of worship;
- (3) Golf course;
- (4) Hotel, motel and apartment hotel;
- (5) Boarding house;
- (6) Office building or financial institution in conformance with Implementation Section 3.02 of the Future Land Use Element; and

<i>Number of Dwellings</i>	<i>Minimum Lot Area</i>	<i>Minimum Lot Width</i>
6	10,800	80
7	11,500	85
8	12,200	85
9	12,900	90
10	13,600	90
11	14,300	90
12 — 45	15,000 plus 450 sq. ft. for each additional dwelling unit	100

(7) Day care center.

(D) Accessory uses:

- (1) All accessory uses permitted in the RS-1 District.
- (2) Restaurant or bar accessory to a hotel or motel of 50 rooms or more.
- (3) Parking garage.
- (4) Beach chair and umbrella rental, sale of tanning products accessory to a hotel or motel with 100 or more sleeping rooms.
- (5) Volleyball courts subject to setback requirements established for special outdoor uses.
- (6) Volleyball tournaments, other than professional tournaments sanctioned by and involving play by members of the Association of Volleyball Professionals, for hotels or motels with 100 or more sleeping rooms subject to parking requirements established for special outdoor uses, availability of restroom facilities as required by federal, state county, and/or local laws or regulations and subject to timely submittal and approval of a special event permit by the City Commission.

(E) Lot area and width:

<i>Number of Dwellings</i>	<i>Minimum Lot Area</i>	<i>Minimum Lot Width</i>
1	7,200	60
2	8,000	70
3	8,800	75
4	9,400	75
5	10,100	80

(F) Density. In addition to meeting the other requirements of this section, the dwelling density shall not exceed 45 units per net acre of site area or the density specified in the Future Land Use Element of the Pompano Beach Comprehensive Plan, whichever is less. Hotel units cannot exceed 90 sleeping rooms per acre.

(G) Setbacks.

- (1) Front yard minimum of 25 feet;
- (2) Side yard minimum of 10 feet except:
 - (a) The side yard shall be increased by one foot for each four feet of building height, or major fraction thereof, above the first 20 feet of building height; however, this additional requirement shall not apply to properties' side yards abutting a lake, canal or other waterway at least 40 feet in width.
 - (b) In no case shall the setback be less than 25 feet from any waterway or the dune vegetation line on the ocean.
- (3) Rear yard minimum of 10 feet except:
 - (a) The rear yard shall be increased by one foot for each four feet of building height, or major fraction thereof, above the first 20 feet of building height.
 - (b) In no case shall the setback be less than 25 feet from any waterway or the dune vegetation line on the ocean; however, the additional rear yard requirement above the first floor shall not apply to properties' rear yards abutting a lake, canal or other waterway at least 40 feet in width.
- (4) Minimum distance between any portion of principal structures on the same site shall be 25 feet or one-half the height of the higher structure, whichever is greater.

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 155 "ZONING CODE" OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTIONS 155.165 "RM-12 MULTIPLE-FAMILY RESIDENCE DISTRICT", SUBSECTIONS (B) AND (C); SECTION 155.167 "RM-20 MULTIPLE-FAMILY RESIDENCE DISTRICT", SUBSECTIONS (B) AND (C); SECTION 155.168 "RM-30 MULTIPLE-FAMILY RESIDENCE DISTRICT", SUBSECTIONS (B) AND (C); AND SECTION 155.169 "RM-45 MULTIPLE-FAMILY RESIDENCE DISTRICT", SUBSECTIONS (B) AND (C) TO REMOVE OFFICE BUILDINGS AS A PERMITTED USE IN MULTIPLE-FAMILY RESIDENTIALLY-ZONED AREAS AND TO ALLOW SUCH USES AS A SPECIAL EXCEPTION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Florida Statutes, Section 166.041(3)(c)2, advertisements 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: That Section 155.165 "RM-12 MULTIPLE-FAMILY RESIDENCE DISTRICT", Subsections (B) and (C), are hereby amended to read as follows:

SECTION 155.165 RM-12 MULTIPLE-FAMILY RESIDENCE DISTRICT.

...

(B) Permitted uses.

...

(6) Office building with a floor area not exceeding 2,000 square feet and in conformance with the Implementation Section 3.02 of the Future Land Use Element.

(C) Special exception uses.

...

(6) Office building with a floor area not exceeding 2,000 square feet and in conformance with the Implementation Section 3.02 of the Future Land Use Element.

Section 2: That Section 155.167 "RM-20 MULTIPLE-FAMILY RESIDENCE DISTRICT", Subsections (B) and (C), are hereby amended to read as follows:

SECTION 155.167 RM-20 MULTIPLE-FAMILY RESIDENCE DISTRICT.

...

(B) Permitted uses:

...

(6) Office building with a floor area not exceeding 2,000 square feet and in conformance with the Implementation Section 3.02 of the Future Land Use Element.

(C) Special exception uses.

...

(7) Office building or financial institution with a floor area not exceeding 2,000 square feet and in conformance with Implementation Section 3.02 of the Future Land Use Element.

Element; and

...

Section 3: That Section 155.168 "RM-30 MULTIPLE-FAMILY RESIDENCE DISTRICT", Subsections (B) and (C), are amended to read as follows:

SECTION 155.168 RM-30 MULTIPLE-FAMILY RESIDENCE DISTRICT.

...

(B) Permitted uses:

...

(6) Office building or financial institution with floor area less than 20,000 square feet, or less than 20,000 square feet.

(C) Special exception uses:

...

(6) Office building or financial institution with floor area less than 20,000 square feet, or less than 20,000 square feet, in conformance with Implementation Section 3.02 of the Future Land Use Element; and

...

Section 4: That Section 155.169 "RM-45 MULTIPLE-FAMILY RESIDENCE DISTRICT", Subsections (B) and (C), are amended to read as follows:

SECTION 155.169 RM-45 MULTIPLE-FAMILY RESIDENCE DISTRICT.

...

(B) Permitted uses:

(6) Office building or financial institution with floor area less than 20,000 square feet, or less than 20,000 square feet, in conformance with Implementation Section 3.02 of the Future Land Use Element; and

TYPE/FUTURE/LAND/USE/ELEMENT/

(C) Special exception uses:

...

(6) Office building or financial institution with/over/7/000/square/feet/with/over/10,000/sq/ft/area in conformance with Implementation Section 3.02 of the Future Land Use Element; and

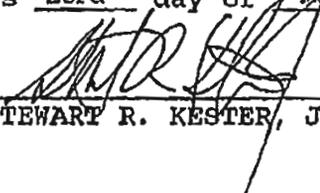
...

Section 5: If any section or 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 provided, however, the provisions set forth herein shall not effect those persons who have received development review from the Development Review Committee pursuant to the procedures set forth in Chapter 157 of the City of Pompano Beach Code or Ordinances.

PASSED FIRST READING this 9th day of March, 1993.

PASSED SECOND READING this 23rd day of March, 1993.



STEWART R. KESTER, JR. MAYOR

ATTEST:



MARY L. CHAMBERS
CITY CLERK

SVT:amd
3/24/93 ORD-8 93-137

MEMORANDUM

Development Services

ADMINISTRATIVE MEMORANDUM NO. 15-179

DATE: April 6, 2015
 TO: Planning and Zoning Board
 VIA: Robin M. Bird, Director of Development Services *RB*
 FROM: Karen Friedman, AICP, Principal Planner *KBF*
 RE: Text Amendments to Zoning Code
 Article 4, Animal Shelter and Kennel

Staff is recommending text amendments to the Zoning Code regarding Animal Shelters or Kennels.

Due to the intensive impacts of Animal Shelters or Kennels, the new zoning code increased the required setbacks of the outdoor exercise areas. While Staff agrees that substantial setbacks are well-deserved, a recent attempt to implement the new standards implied the new standards are excessive. Therefore Staff reviewed standards used by Palm Beach County and Fort Lauderdale to determine setbacks that balance the need to protect abutting property owners from excessive noise and odor while enabling animal shelter and kennel owners to develop in a practical manor. Therefore the proposed text amendments propose both a reduction of the required setbacks along with a modification of the setbacks based on the neighboring property.

Below is a comparison of the setback requirements from the old zoning code, new zoning code, and the proposed text amendments.

	Old Code	New Code	Proposed Amendments
Code Section	§155.184(C)(1)	§155.4214(B)(3)	
Allowance	B-4, Special Exception	B-4, Special Exception	
Setback Requirement from Outdoor exercise areas	<ul style="list-style-type: none"> 15-foot wide landscape buffer shall be provided between the exercise runs and property lines 	<ul style="list-style-type: none"> 75 feet from any lot line 100 feet from any residential use Type B perimeter buffer provided between the run or pen and the property line. (Type B is 10 feet wide with 6 foot wall OR 20 feet wide with no wall) 	<ul style="list-style-type: none"> Abutting residential or school, setback 50 feet OR 25 feet with 6 ft – 10 ft wall Abutting nonresidential (except school), setback 25 feet OR 10 feet with 6 ft – 10 ft wall Abutting roadway, 25 feet Abutting Trafficway, 10 feet

Staff's Request

Staff is requesting the Board approve the recommended changes to the Zoning Code to the City Commission for adoption.

ARTICLE 4: USE STANDARDS

PART 2 PRINCIPAL USES AND STRUCTURES

155.4214. COMMERCIAL: ANIMAL CARE USES

B. Animal Shelter or Kennel

3. Standards

An animal shelter or kennel shall comply with the following standards:

- a. Those parts of structures in which animals are boarded shall be fully enclosed, with solid core doors and no operable windows, and shall be sufficiently insulated so no unreasonable noise or odor can be detected off the premises.
- b. ~~Any open exercise runs or pens shall be located at least 75 feet from any lot line, and at least 100 feet from any residential use, with a type B perimeter buffer provided between the run or pen and the property line.~~
- e-b. All boarded animals shall be kept within a totally enclosed part of a structure between the hours of 10:00 p.m. and 8:00 a.m.
- e-c. Accessory uses to an animal shelter may include retail sales and grooming services, as long as the accessory uses occupy no more than 25 percent of the total gross floor area.
- e-d. No crematory facilities are allowed.
- e. Exercise runs or pens shall comply with the following distance requirements:
 1. From property line abutting a residential district and/or education use:
Outdoor runs, animal exercise areas, or pens shall not be located within 50 feet of the property line. Except that outdoor runs, animal exercise areas, or pens that are entirely surrounded by a solid wall between 6 feet and 10 feet in height, may be located 25 feet from the property line.
 2. From property line abutting a non-residential district (except education use):
Outdoor runs, animal exercise areas, or pens shall not be located within 25 feet of the property line. Except that outdoor runs, animal exercise areas, or pens that are entirely surrounded by a solid wall between 6 feet and 10 feet in height, may be located 10 feet from the property line.
 3. From property line abutting a roadway, except a Broward County Trafficway:
Outdoor runs, animal exercise areas, or pens shall not be located within 25 feet from the property line.
 4. From property line abutting a Broward County Trafficway:
Outdoor runs, animal exercise areas, or pens shall not be located within 10 feet from the property line.

74. -1. Kennel, Type II (Commercial)

A commercial establishment, including any building or land, used for the raising, boarding, breeding, sale, or grooming of domesticated animals (e.g. dogs and cats), not necessarily owned by the occupants of the premises, for profit. [Ord. 2006-036]

a. Limitations of Use

A Type II commercial kennel shall be limited to the raising, breeding, boarding, sale, and grooming of domestic animals, (e.g. dogs and cats). [Ord. 2006-036]

1. Lot Size

A minimum of two acres. [Ord. 2006-036]

2. Frontage

A minimum of 100 feet fronting on and access from a collector or arterial street. [Ord. 2006-036]

3. Outdoor Runs**a) Setbacks**

Outdoor runs or animal exercise area shall not be located within 50 feet of any property line adjacent to a residential district, use or where mixed use is required, or 25 feet of any property line adjacent to a non-residential district. [Ord. 2006-036] [Ord. 2008-037]

b) Standards

Outdoor runs or animal exercise area shall be hard surfaced or grassed with drains provided every ten feet and shall be connected to an approved sanitary facility. A minimum six-foot high safety fence shall be required around outdoor runs. If the safety fence is not opaque, a continuous solid opaque hedge a minimum of four feet at installation shall be provided around the outdoor run/area. [Ord. 2006-036]

4. AZO Overlay

Shall be a permitted use only if associated with services provided to passengers and airport employees. [Ord. 2006-036]

b. Accessory Residential Use

A Type II commercial kennel may be operated in the AGR district in conjunction with a residence. [Ord. 2006-036] [Ord. 2009-040]

c. PIPD

A Type II commercial kennel may be permitted in a commercial or light industrial pod of a PIPD subject to DRO approval, subject to compliance with the limitations of Plan FLUE Policy 2.2.4-b. [Ord. 2008-037]

74-2. Kennel, Type III (Commercial)

A commercial establishment operated entirely within an enclosed building used for the boarding, sale, or grooming of domesticated animals (e.g. dogs and cats), not owned by the occupants of the premises, for profit. [Ord. 2006-036]

a. Limitations of Use

A Type III kennel is intended to be entirely self contained within an enclosed building, and shall be subject to the following: [Ord. 2006-036]

1) Maximum Square Footage

Shall not exceed 3,000 square in the CC and TMD districts, or 7,500 square feet in any other permitted district. [Ord. 2006-036]

2) Number of Animals Permitted

Prior to review by DRO, preliminary approval shall be obtained from the PBCACC demonstrating that the proposed location can comply with all PBCACC requirements, and indicating the maximum number of animals permitted. [Ord. 2006-036]

3) Standards

All use areas shall be within an enclosed building constructed, maintained and operated so that no noise or odor nuisances related to the kennel operations can be detected outside the building. With exception to designated drop off areas, no outdoor runs, playgrounds, walking areas, yards or similar uses shall be permitted. [Ord. 2006-036]

4) Waste Disposal

A Type III kennel shall meet the ECR I and ECR II standards and shall be subject to all applicable rules and regulations of the FDEP, PBCHD and SWA. [Ord. 2006-036]

5) AZO Overlay

Shall be a permitted use only if associated with services provided to passengers and airport employees. [Ord. 2006-036]

b. Approval Process

A Type III kennel that is collocated and operated in conjunction with and accessory to a related general retail sales use for animal care products, shall be permitted subject to DRO approval if less than 30 percent of the overall GFA of the combined uses. [Ord. 2006-036]

c. PIPD

A Type III Commercial Kennel shall be permitted in a commercial or light industrial use zone of a PIPD subject to DRO approval, subject to compliance with the limitations of Plan Future Land Use Element Policy 2.2.4-b. [Ord. 2007-001]

74-3.Type IV Kennel (Animal Shelter)

A not for profit institutional establishment regulated by ACC Ord. 98-022, as amended as a humane society, or private animal non-profit organization on 2.5 acres or more or when open to the public, that is used for the protection of unwanted or abandoned domesticated animals, the use of which may include sheltering, adoption, fostering, providing rescue or old age homes, medical or behavioral rehabilitation, or other accessory uses as may be permitted by ACC that are not regulated elsewhere by this Code. [Ord. 2008-037]

a. Limitations of Use

All Type IV kennels shall be licensed and regulated by ACC, and comply with the following. [Ord. 2008-037]

1) Frontage

Facilities that are open to the public shall have a minimum of 100 feet fronting on and access from a collector or arterial street. [Ord. 2008-037]

2) Hours of Operation

Hours of operation shall be in accordance with ACC Ord. 98-022. [Ord. 2008-037]

3) Outdoor Animal Use Areas

a) Setbacks

Outdoor animal use areas including but not limited to outdoor runs shall not be located within 50 feet of any property line adjacent to a residential district, use or where mixed use is required, or 25 feet of any property line adjacent to a non-residential district. [Ord. 2008-037]

b) Screening

In addition to the incompatibility buffer standards of Art. 7.F.9, Incompatibility Buffer, any outdoor animal use area located within 300 feet of a residential use or property with a residential FLU designation, shall upgrade the incompatibility buffer with either of the following: [Ord. 2008-037]

(1) A six foot high fence, and double the required buffer width and planting requirements; or [Ord. 2008-037]

(2) A six foot high CBS or concrete panel wall. [Ord. 2008-037]

4) Number of Animals Permitted

Prior to review by DRO, preliminary approval shall be obtained from ACC demonstrating that the proposed location can comply with all PBCACC requirements, and indicating the maximum number of animals permitted. [Ord. 2008-037]

5) Waste Disposal

A Type IV kennel shall meet the ECR I and ECR II standards and shall be subject to all applicable rules and regulations of the FDEP, PBCHD and SWA. [Ord. 2008-037]

b. Collocated Uses

Any commercial or other use providing services to the general public, inclusive of training or boarding services, among others, shall only be permitted in accordance with the PDD, TDD or Standard District Use Matrices, stated approval process, and supplemental standards, unless stated otherwise herein. Veterinary clinics operated by a licensed veterinarian for the care of the animals kept in the shelter facility may also offer veterinary services to the public. [Ord. 2008-037] [Ord. 2009-040]

c. Accessory Residential Use

A Type IV Kennel may be operated in conjunction with a single-family dwelling unit on properties having underlying residential FLU designations. [Ord. 2008-037]

d. PIPD

A Type IV Commercial Kennel may be permitted in a commercial or light industrial pod of a PIPD subject to DRO approval, subject to compliance with the limitations of Plan Future Land Use Element Policy 2.2.4-b. [Ord. 2008-037]

Sec. 47-18.25. - Pet boarding/kennel facilities.

- A. Pet boarding/kennel facilities shall be limited to the boarding of a domestic variety of animals, confined to a completely enclosed building.
- B. Outdoor exercise areas for pets shall be subject to the requirements for Outdoor Uses, [Section 47-19.9](#)
- C. Soundproofing shall be provided so that the sounds of any animals confined in the area cannot be heard outside of the property line.
- D. There shall be no exterior cages.
- E. No animals may be exercised outdoors before 7:00 a.m. or after 7:00 p.m.
- F. Pet boarding/kennel facilities shall contain an air-handling system for disinfection and odor control.
- G. Pet boarding/kennel facilities shall contain waste control facilities such as a flush system or equal.
- H. Pet boarding/kennel facilities shall contain no crematory facilities.

(Ord. No. C-97-19, § 1(47-18.24), 6-18-97)

Sec. 47-19.9. - Outdoor uses.

- A. All uses, including sale, display, preparation and storage, shall be conducted within a completely enclosed building, except as follows:

1. *Garden center.* Outdoor retail sales of plant materials not grown on the site, home garden supplies and related garden merchandise, may be permitted as an accessory use only to a garden center.
2. *Outdoor storage of goods and materials.* Outdoor storage of goods and materials including but not limited to machinery, supplies, inventory products, equipment and the like when permitted as an accessory use shall be subject to the following conditions:
 - a. Outdoor storage of goods and materials must be completely screened from abutting residential property and all public rights-of-way by a wall constructed in accordance with the requirements of [Section 47-19.5, Fences, Walls and Hedges](#). Such wall shall be a minimum of six and one-half (6½) feet in height and a maximum of ten (10) feet in height.
 - b. Outdoor storage of goods and materials must be completely screened from abutting nonresidential property by a wall in accordance with the requirements of [Section 47-19.5, Fences, Walls and Hedges](#). Such wall shall be a minimum of six and one-half (6½) feet in height and a maximum of ten (10) feet in height.
 - c. No machines, supplies, inventory products, equipment or materials other than landscaping exceeding the height of the wall shall be allowed in such permitted outdoor storage area.
 - d. All outdoor storage areas shall be required to meet the paving and drainage requirements for parking lots as provided in [Section 47-20, Parking and Loading](#).
 - e. Such walls in outdoor storage areas in an Industrial (I) district may be permitted to a maximum height of fifteen (15) feet, except where such wall is abutting residential property.
 - f. *Surface.* All outdoor storage areas shall have an adequately drained asphaltic concrete surface.
3. *Outdoor display of vehicles or watercraft for sale or rental.*
 - a. Outdoor display of vehicles or watercraft for sale or rental shall be used exclusively for the display of new or used motor vehicles or watercraft for the purpose of sale or rental, but shall not be used for service of vehicles or parking of vehicles used by customers, visitors, and employees of such use.
 - b. All outdoor display areas shall be required to meet the paving and drainage requirements for parking lots as provided in [Section 47-20, Parking and Loading Requirements](#).
 - c. Outdoor display areas shall be considered a vehicular use area for purposes of [Section 47-21, Landscaping and Tree Preservation](#), however no outdoor storage area shall be permitted in a required yard.
 - d. *Surface.* All outdoor storage areas shall have an adequately drained asphaltic concrete surface.
4. *Outdoor storage of vehicles or watercraft for sale, rental, service or repair.*
 - a. Outdoor storage of vehicles or watercraft for sale, rental, service or repair, is permitted as an accessory use to an automotive or watercraft sales or rental use and shall be used exclusively for the storage of new or used vehicles or watercraft, for the purpose of sale, service, rental but not for parking of vehicles used by the customers, visitors, and employees of the principal use.
 - b. All outdoor storage areas shall be required to meet the paving and drainage requirements for parking lots as provided in [Section 47-20, Parking and Loading Requirements](#).
 - c. Outdoor storage areas shall be considered a vehicular use area for purposes of [Section 47-21, Landscaping and Tree Preservation](#), however no outdoor storage area shall be permitted in a required yard.
 - d. *Surface.* All outdoor storage areas shall have an adequately drained asphaltic concrete surface.
5. *Outdoor dining.*
 - a. *Outdoor dining areas.* Outdoor seating areas used for outdoor dining as an accessory use to a restaurant where permitted by the zoning district.
 - b. *Sidewalk café.* Outdoor seating areas used for sidewalk cafés may be permitted within the public right-of-way, as an accessory use to restaurants where permitted by the zoning district, subject to the requirements of Chapter 25, Article VII, of Volume I of the Code. Awnings located over a sidewalk café may be permitted in accordance with Section 25-22 of Volume I of the Code.
6. *Drive-thru business.* Drive-thru businesses are permitted as an outdoor use as defined in [Section 47-35, Definitions](#).
7. *Automotive service station.* Automotive service station refueling is permitted as an outdoor use as an accessory to an Automotive Service Station as provided in [Section 47-18.5](#)
8. *Heliports and helistops and airports.* Heliports, helistops and airports are permitted as outdoor uses, as provided by [Section 47-18.14](#)
9. *Holiday-related merchandise, outdoor sales.* See [Section 47-18.15](#)

(Ord. No. C-97-19, § 1(47-19.9), 6-18-97)

MEMORANDUM

Development Services

ADMINISTRATIVE MEMORANDUM NO. 15-224

DATE: May 5, 2015

TO: Planning and Zoning Board

VIA: Robin M. Bird, Director of Development Services 

FROM: Karen Friedman, AICP, Principal Planner 

RE: Text Amendments to Zoning Code
Article 2 (Administration)

At the February 25, 2015 Planning and Zoning Board hearing, Staff presented several text amendments to Article 2. Staff is recommending several additional revisions for Article 2. An explanation of the text amendments is below.

Additionally, Staff is requesting a reconsideration of the Planning and Zoning Board recommendation included in P&Z Board Memo #15-012 (**copy attached**). The recommendation to be reconsidered is "any new development or redevelopment of CRA-owned properties, regardless of size, to receive Major Site Plan review." An explanation of the reconsideration is below.

Text Amendments Explanation

§155.2203 ZBA
§155.2204 P&Z
§155.2205 AAC

- Membership, Appointment, and Terms of Office, Removal and Replacement; Attendance - Proposed text amendments to all three Board's regulations will grant the Development Services Director the authority to notify the Mayor and City Commission if a member qualifies for removal under this subsection.
- The text amendment is recommended in order to ensure the City Commission is notified of attendance issues in a timely manner.

§155.2308. Post-Decision Actions and Limitations

- Reinsert language from the previous Ch. 157 (§157.45.G) that tolled the expiration for site plans that were subject to legal proceedings (**Attachment #1**).
- The proposed text amendment would grant the tolling provision to all development order types.
- The text amendment is recommended in order to reinsert a long held policy of the city.

§155.2407 Site Plan

§155.2408 Building Design

- At the February P&Z Board Hearing, the Board recommended Staff' proposed text amendment requiring Site Plan and Building Design applications to comply with the approved Corridor Study.
- Due to the conceptual nature of some of the content included in the approved Corridor Studies, Staff is recommending adding in "to the maximum extent practicable".

§155.2421 Administrative Adjustment

- Proposed text amendments strike the option for reductions from "Minimum vehicular use area interior landscaped island or area width" from the table of adjustments.
- The proposed amendment is recommended due the adjustment provisions for vehicular use area interior landscaping provided for in §155.5203.D.4.a.ii(C) which states "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."

§155.2424 Appeal

- Parties aggrieved by a final decision by the Development Services Director – The proposed text amendments revise Table 155.2424.B in order to clarify that all decisions rendered by the Development Services Director, except Minor Building Design and Minor Certificate of Appropriateness, are appealable to the ZBA.
- The text amendment ensures that the Appeal procedures for all decisions made by the Development Services Director, including both application and waivers, are addressed.

Recommendation Reconsideration Explanation

Staff is requesting the Board reconsider the previous recommendation regarding Major Site Plan thresholds for CRA-owned property. The Major Site Plan threshold for City-owned property is all new free-standing building and all new attached additions. This threshold ensures that almost all city-owned projects are reviewed by the Planning and Zoning Board. While this requirement ensures that projects intended for the public (including public buildings, parks, and other facilities) receive the most scrutiny, this requirement also results in a lengthier approval process.

Like the City, the CRA is a public entity. However the CRA's role solely focuses on revitalizing and redeveloping the East CRA and NW CRA in a manner that will vastly improve the economic and social conditions of the community. In order to fulfill this role, the CRA purchases many parcels of land in order to spur economic redevelopment. CRA projects range from retail development to community centers to residential uses. The CRA, therefore, purchases and redevelops properties similar to private development. Staff does not support the recommendation for additional oversight on the CRA-owned projects, which would result from the proposed recommendation that any new development or redevelopment of CRA-owned properties, regardless of size, to receive Major Site Plan review. Staff recommends CRA-owned properties follow the same threshold requirements for all non-city-owned properties.

Staff's Request

Staff is requesting the Board approve the recommended changes to the Zoning Code to the City Commission for adoption. Staff is recommending the Board reconsider its previous recommendation included in P&Z Board Memo #15-012 regarding CRA-owned properties.

Article 2: Administration

Part 2: Review and Decision-Making Authorities

155.2203. ZONING BOARD OF APPEALS (ZBA)

C. Membership, Appointment, and Terms of Office

4. Removal and Replacement; Attendance

b. Removal for Poor Attendance

Any member of the ZBA who is absent from three consecutive regularly scheduled board meetings or more than 50 percent of regularly scheduled board meetings held within a calendar year shall be removed from the board by the City Commission in accordance with subsection a above. The Chair of the ZBA or the Development Services Director shall notify the Mayor and City Commission if a member qualifies for removal under this subsection.

155.2204. PLANNING AND ZONING BOARD (P&Z)

C. Membership, Appointment, and Terms of Office

4. Removal and Replacement; Attendance

b. Removal for Poor Attendance

Any member of the P&Z who is absent from three consecutive regularly scheduled board meetings or more than 50 percent of regularly scheduled board meetings held within a calendar year shall be removed from the board by the City Commission in accordance with subsection a above. The Chair of the P&Z or the Development Services Director shall notify the Mayor and City Commission if a member qualifies for removal under this subsection.

155.2205. ARCHITECTURAL APPEARANCE COMMITTEE (AAC)

C. Membership, Appointment, and Terms of Office

4. Removal and Replacement; Attendance

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 or the Development Services Director shall notify the Mayor and City Commission if a member qualifies for removal under this subsection.

Part 3: Standard Review Procedures

155.2308. POST-DECISION ACTIONS AND LIMITATIONS

E. Tolling of Expiration Time Period During Pendency Of Any Legal Proceedings

The running of the expiration time period for any development order shall be tolled during the pendency of any legal proceedings opposing zoning, land use, or development permits issued by the City for the proposed approved project.

Part 4: Application Specific Review Procedures

155.2407 SITE PLAN

E. Site Plan Review Standards

An application for a Major Site Plan or Minor Site Plan shall be approved only on a finding that there is competent substantial evidence in the record that the development, as proposed:

10. Complies with the approved Transportation Corridor Study to the maximum extent practicable.

155.2408 BUILDING DESIGN

E. Building Design Approval Review Standards

5. Complies with the approved Transportation Corridor Study to the maximum extent practicable; and

155.2421. ADMINISTRATIVE ADJUSTMENT

B. APPLICABILITY

1. General

TABLE 155.2421.B.I: ALLOWABLE ADMINISTRATIVE ADJUSTMENTS			
STANDARD	MAXIMUM ALLOWABLE EXTENT OF ADJUSTMENT		
	MINOR ADMINISTRATIVE ADJUSTMENT (All Zoning Districts)		MAJOR ADMINISTRATIVE ADJUSTMENT (AOD, TO, CRAO, and Nonresidential Districts)
	DEVELOPMENT WITHIN ATLANTIC BOULEVARD OVERLAY DISTRICT OR REDEVELOPMENT OF BROWNFIELD SITE WITHIN DESIGNATED BROWNFIELD AREA	OTHER DEVELOPMENT	

Minimum vehicular use area interior landscaped island or area width	10%	20%	30%

155.2424. APPEAL

B. Right to Appeal

1. Parties aggrieved by a final decision by the Development Services Director.
A party aggrieved by a final decision by the Development Services Director identified in Table 155.2424.B, Appellate Boards for Appeals of Development Services Director Decisions, may appeal the decision to the appellate board identified in the table as responsible for reviewing such appeals, in accordance with the procedures as set forth in Section 155.2424.C, Appeal Procedure.

TABLE 155.2424.B: APPELLATE BOARDS FOR APPEALS OF DECISIONS OF DEVELOPMENT SERVICES DIRECTOR	
Application Type	Board Responsible for Reviewing Appeal
Minor Building Design	Architectural Appearance Committee (AAC)
Minor Certificate of Appropriateness	Historic Preservation Committee (HPC)
Interpretation All other application types and waiver requests	Zoning Board of Appeals (ZBA)
Sexually Oriented Business	Zoning Board of Appeals (ZBA)
Zoning Use Certificate	Zoning Board of Appeals (ZBA)



MEMORANDUM

Development Services

ADMINISTRATIVE MEMORANDUM NO. 15-241

DATE: May 12, 2015

TO: Planning and Zoning Board

VIA: Robin M. Bird, Director of Development Services *RB*

FROM: Karen Friedman, AICP, Principal Planner *KBF*

RE: Text Amendments to Zoning Code
 §155.4219.1 – Gasoline Filling Station
 §155.4222.F.3 - Grocery or Convenience Store

Staff is recommending text amendments related to Gasoline Filling Stations and Convenience Stores that have accessory gasoline sales.

As is common practice, when Staff identifies a code section whose intent is not clear, Staff is recommending revising the definition for Gasoline Filling Stations. Specifically, Staff is recommending striking the sentence that addresses Convenience Stores.

Further, Staff recommends additional clarification regarding the standards for Convenience Stores that sell gasoline. Therefore Staff is concurrently recommending an amendment to Convenience Stores to clarify that Convenience Stores that dispense gasoline are required to comply with the use specific standards for Gasoline Filling Stations.

CHAPTER 155: ZONING CODE

Article 4: Use Standards

Part 2: Principal Uses and Structures

155.4219. COMMERCIAL: MOTOR VEHICLE SALES AND SERVICE USES

I. Gasoline Filling Station

2. Definition

A gasoline filling station consists of buildings and premises where gasoline and similar fuels for automotive use are supplied and dispensed at retail (or in connection with a private operation where the general public is excluded from use of facilities). This use may also involve the sale of oils and greases, batteries, tires, automobile accessories, drinks, packaged foods, tobacco, and similar convenience goods for filling station customers, as accessory and incidental to principal operation. ~~The use does not include establishments selling gasoline where the sales of convenience goods constitute a principal use—such uses are classified as convenience stores.~~

155.4222. COMMERCIAL: RETAIL SALES AND SERVICE USES - RETAIL SALES

F. Grocery or Convenience Store

3. Standards

Grocery or Convenience Stores where gasoline and similar fuels for automotive use are supplied and dispensed at retail shall comply with §155.4219.I.3, Gasoline Filling Station, Standards.

MEMORANDUM

Development Services

ADMINISTRATIVE MEMORANDUM NO. 15-194

DATE: April 13, 2015

TO: Planning and Zoning Board

VIA: Robin M. Bird, Director of Development Services *RB*

FROM: Karen Friedman, AICP, Principal Planner *KBF*

RE: Text Amendments to Zoning Code
Article 5, Related to Off-Street Parking

Staff is recommending text amendments to the Zoning Code regarding off-street parking. An explanation of the text amendments is below:

The proposed amendments are consistent with Future Land Use Policy 01.07.06 as follows:

- 01.07.06 Through ongoing updates to the land development regulations revise the existing off-street parking provisions of the zoning code considering shared parking, parking space size, compact spaces, parking rates by uses, etc....

TABLE 155.5101.G.8.A

- Gated Driveway
 - Clarify that only gated driveways that are opened on demand require stacking.
 - Clarify that gated single family driveways and driveways where the gate is left open do not require stacking
- Porte Cochere
 - Add in a stacking requirements for establishments that have a porte cochere for passenger loading and unloading
 - The recommended standard is the standard used by Fort Lauderdale. *A copy of their regulations are attached.*
- Valet Parking
 - Previously reviewed and recommended by the Planning and Zoning Board in November 2013. The valet parking amendments were never reviewed by the City Commission. Therefore Staff is re-presenting these amendments. *A copy of Staff's memo to the Planning and Zoning Board (Memo #13-451) and the Planning and Zoning Board Recommendation memo (Memo #13-071) are both attached.*

TABLE 155.5102.D.1

- Require guest parking for townhouse developments at 1 space per 5 townhouse units.
- Fort Lauderdale, Hollywood, and Coral Springs require guest parking in conjunction with townhouse developments. *A copy of their regulations are attached.*

MEMORANDUM

Development Services

TABLE 155.5102.I.1

- Reduce parking space dimensions to 9 ft x 18 ft, city wide.
- Administrative Memo #11-086 includes an in-depth analysis of parking space dimensions. *A copy of the memo is attached.*
- At their March 23, 2015 meeting, the City's Economic Development Council recommended the reduction in parking space dimensions. *A copy of the Motion is attached.*

§155.5102.I.2

- Strike language regarding reductions in parking space dimensions to 9 ft x 18 ft per revision to Table 155.5102.I.1
- Allow 20% of the required off-street parking spaces, when provided in a parking garage, to be Compact Parking spaces. Compact Parking spaces would be 8.5 ft x 16 ft.
- *A copy of the Compact Parking standards utilized by Orlando and West Palm Beach are attached.*

§155.5102.J

- Previously reviewed and recommended by the Planning and Zoning Board in November 2013. The valet parking amendments were never reviewed by the City Commission. Therefore Staff is re-presenting these amendments. *A copy of Staff's memo to the Planning and Zoning Board (Memo #13-451) and the Planning and Zoning Board Recommendation memo (Memo #13-071) are both attached.*

Staff's Request

Staff is requesting the Board approve the recommended changes to the Zoning Code to the City Commission for adoption.

Enclosures:

1. Fort Lauderdale Regulations 47-20.5, Stacking Requirements
2. Development Services Department Memo #13-451
3. P&Z Board Memo #13-071
4. Fort Lauderdale Regulations 47-39-A-14, Townhouse Parking
5. Coral Springs Regulations 250147, Townhouse Parking
6. Hollywood Regulations 7.2 – Townhouse Parking
7. Development Services Department Memo #11-086
8. EDC Motion
9. Orlando Regulations 61.309, Low Turnover Rate Parking Spaces
10. West Palm Beach Regulations 94-485, Small Car Space Requirements

CHAPTER 155: ZONING
Article 5: Development Standards
Part 1 Access, Circulation, Parking, and Loading

155.5101 ACCESS AND CIRCULATION

G. Vehicular Access and Circulation

- 8. Vehicle Stacking Space**
 - a. For Drive-through and Related Uses**
 - i. Required Number of Stacking Spaces**

TABLE 155.5101.G.8.A: MINIMUM STACKING SPACES FOR DRIVE-THROUGH AND RELATED USES		
Use or Activity	Minimum Number of Stacking Spaces	Measured From

<u>Gated driveway that is opened on demand (either mechanically or by an attendant). This does not include a gated single-family driveway or any gated entry that remains open during hours of operation.</u>	***	

School, elementary or middle (See Section 155.4207.B, D)	***	
<u>Porte Cocheres for passenger loading/unloading areas</u>	<u>2 spaces or 1% of the total parking capacity, whichever is greater, up to a maximum of 5 spaces</u>	<u>Entrance of the Porte Corchere closest to the roadway</u>
<u>Valet Parking for Residential Uses</u>	<u>10% of the total parking capacity of the facility up to a maximum of 5 spaces</u>	<u>Designated Drop-Off Area</u>
<u>Valet Parking for Nonresidential Uses</u>	<u>10% of the total parking capacity of the facility up to a maximum of 8 spaces</u>	<u>Designated Drop-Off Area</u>
Other	***	

155.5102 OFF-STREET PARKING AND LOADING

D. OFF-STREET PARKING SPACE REQUIREMENTS

1. Minimum Number of Off-Street Parking Spaces

TABLE 155.5102.D.1: MINIMUM NUMBER OF OFF-STREET PARKING SPACES			
Use Category	Use Type		Minimum Number of Parking Spaces
RESIDENTIAL USES			
Household Living Uses	Dwelling, live/work		***
	Dwelling, multifamily	Townhouse Guest Spaces	1 per 5 Townhouse Units; In addition to the required parking spaces based on dwelling unit

I. Dimensional Standards for Parking Spaces and Aisles

1. General

TABLE 155.5102.I.1: ABOVE: DIMENSIONAL STANDARDS FOR PARKING SPACES AND AISLES					
PARKING ANGLE (DEGREES)	STALL WIDTH (FT)	STALL DEPTH PERPENDICULAR TO CURB (FT)	AISLE WIDTH	STALL LENGTH ALONG CURB (FT)	DOUBLE ROW + AISLE, CURB TO CURB (FT)
A	B	C	D	E	F
RESIDENTIAL, COMMERCIAL, AND INSTITUTIONAL USES					
0	40	40	14	23	24
45	40	24.2	14	14.1	56.4
60	40	22.3	16	11.5	60.6
90	40	20 ²	23	40	63
INDUSTRIAL USES					
0	9	9	14	23	32
45	9	19.1	14	12.7	52.2
60	9	20.1	16	10.4	56.2
90	9	18	23	9	59

2. ~~Smaller Parking Spaces for Tandem Parking and Certain Uses and Districts Compact Parking Spaces in Parking Garages~~

~~The~~ When provided in a parking garage, the dimensions of up to 20% of the required off-street parking spaces ~~off-street parking stalls~~ may be reduced to a width of ~~9~~ 8 feet and 6 inches and a depth/length of ~~48~~ 16 feet where the parking stalls are. The spaces shall be marked as Compact Parking Spaces.

- ~~a. Used for tandem parking (See Section 155.5102.J.6, Valet and Tandem Parking.);~~
- ~~b. Located within a development containing industrial services uses, manufacturing and production uses, or warehouse and freight movement uses;~~
- ~~or~~
- ~~c. Located within the Atlantic Boulevard Overlay district (AOD) Northwest Community Redevelopment Area, or the Transit Oriented (TO) District.~~

J. Off-Street Parking Alternatives

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.~~
- i. All uses, except Hotels, may designate a maximum of 75 percent of the total number of required off-street parking spaces as valet parking. The valet spaces may be tandem.
- ii. Hotels may designate a maximum of 100 percent of the total number of required off-street parking spaces as valet parking. The valet spaces maybe tandem.

b. Drop-Off and Pick-Up Areas

The development shall provide a designated drop-off and pick-up area in compliance with the following standards: ~~The drop-off and pickup 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.~~

- i. The drop-off and pickup area shall be in compliance with Table 155.5101.G.8.a, Minimum Stacking Spaces for Drive-Through and Related Uses.
- ii. 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 Plan

The alternative parking plan requesting valet shall include, but not be limited to, the following:

- i. Identification of the type and nature of the use for which the valet service is being provided;
- ii. The location of the valet parking and self-parking spaces, including how the valet parking area shall be isolated from use by the general public.
- iii. The pick-up and drop off area(s);
- iv. A site traffic circulation plan; and
- v. The number of parking attendants (and any other personnel) needed to operate the valet service.

e.d. 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, except for Residential and Visitor Accommodation Uses, which shall provide valet parking attendants twenty-four hours a day. The

agreement shall also include a legal description of the parcel where parking will be located and states the number of parking spaces utilized for 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.

ENCLOSURES

FORT LAUDERDALE

Sec. 47-20.5. - General design of parking facilities.

C. Site circulation.

6. *Minimum stacking distance.* Adequate stacking distance shall be required for both inbound and outbound vehicles to facilitate the safe and efficient movement between the public right-of-way and the development. An inbound stacking area shall be of sufficient size to insure that vehicles will not obstruct the adjacent roadway, the sidewalk and the circulation within the facility. An outbound stacking area shall be required to eliminate backup and delay of vehicles within the development. The minimum number of stacking spaces shall be provided on site inclusive of the vehicle being served as applicable, except as provided for outbound vehicles.
 - a. *Design.* A stacking area shall be designed to include a space of twelve (12) feet wide by twenty-two (22) feet long for each vehicle to be accommodated within the stacking area and so that vehicles within the stacking area do not block parking stalls, parking aisles or driveways of off-street parking facilities.
 - b. *Adjacent to non-trafficway.* All off-street parking facilities shall provide a stacking area at the point(s) of connection of a driveway with a public right-of-way. The stacking area for any residential use other than single family detached, shall accommodate at least one percent (1%) of the number of parking stalls served by the driveway up to a maximum of five (5) spaces. For parking lots with fewer than one hundred (100) cars, the stacking area shall be able to accommodate a minimum of one (1) car.
 - c. *Adjacent to trafficway.* The number of vehicles required to be accommodated within a stacking area adjacent to a trafficway shall be in conformance with the stacking requirements as follows:

Type of Parking Facility	Inbound Vehicles	Outbound Vehicles
Residential: Attendant parking	10% of the total parking capacity of the facility up to a maximum of 5 spaces	1 space
Self-parking (residential)	2 spaces or 1% of the total parking capacity, whichever is greater, up to a maximum of 5 spaces	1 space
Gatehouse (residential): Attended	5 spaces	1 space
Nonresidential: Attendant parking	10% of the total parking capacity of the facility, up to a maximum of 8 spaces	1 space
Self-parking (nonresidential)	2 spaces or 1% of the total parking capacity, whichever is greater, up to a maximum of 5 spaces	1 space
Ticket gate (ticket dispensing machine)	3 spaces minimum	1 space
Cashier booth (tickets dispensed manually)	5 spaces	minimum 1 space
Gatehouse (commercial): Attended	5 spaces or 1% of the total parking capacity, whichever is greater, up to a maximum of 8 spaces	2 spaces



MEMORANDUM

Development Services

MEMORANDUM NO. 13-451

DATE: November 12, 2013

TO: Planning & Zoning Board

VIA: Robin M. Bird, Development Services Director *RB*

FROM: Karen Friedman, AICP, Planner *KBF*

SUBJECT: Revisions to Part 1: Article 5 of the Zoning Code related to Valet Parking

In response to direction for the Planning and Zoning Board to consider allowing more opportunities for valet parking, along with requests from the city's CRA to permit valet staging within the right-of-way, Staff is proposing revisions to the Zoning Code and City Code of Ordinances Ch 100 (Streets) related to valet parking.

The revisions to the Zoning Code include:

- Requiring a minimum stacking space for vehicles utilizing valet parking. The stacking space varies based on the total parking capacity as well as whether the use is residential or non-residential.
- Removing the requirement that valet can only be provided in parking lots with at least 75 spaces.
- Allowing all use types to provide valet parking.
 - This will permit uses such as multi-family development, hospitals, and places of worship, to provide valet parking.
- Allowing all use types to provide 75% of required off-street parking spaces as valet, except for hotels who will continue to be allowed 100% valet.
- Adding in a cross-reference in the drop-off and pick-up areas to require compliance with the stacking requirements.
- Creating a list of standards for a Valet Parking Plan.
- Clarifying that hotels and residential development must have valet 24-hours per day.

The text amendments to City Code of Ordinances Ch. 100 (Streets) will permit valet staging areas in the city's right-of-ways. They are currently be drafted by Staff with input from several departments including: Public Works, Engineering, CRA, BSO, and Risk Management. The Ch. 100 text amendments, in conjunction with those included in the Zoning Code, should result not only in an increased opportunity for the provision of valet parking, but should limit the impacts on surrounding property owners.

Staff is requesting the Board approve these recommended changes to the City Commission for adoption.

G:\Zoning 2009\Code Rewrite\Code Amendments\Valet\P&Z Nov 20\P&Z Memo.doc

**Article 5: Development Standards
Part 1 Access, Circulation, Parking, and Loading**

155.5101 ACCESS AND CIRCULATION

- 8. Vehicle Stacking Space**
 - a. For Drive-through and Related Uses**
 - i. Required Number of Stacking Spaces**

TABLE 155.5101: MINIMUM STACKING SPACES FOR DRIVE-THROUGH AND RELATED USES		
Use or Activity	Minimum Number of Stacking Spaces	Measured From

School, elementary or middle (See Section 155.4207.B, D)	***	
<u>Valet Parking for Residential Uses</u>	<u>10% of the total parking capacity of the facility up to a maximum of 5 spaces</u>	<u>Designated Drop-Off Area</u>
<u>Valet Parking for Nonresidential Uses</u>	<u>10% of the total parking capacity of the facility up to a maximum of 8 spaces</u>	<u>Designated Drop-Off Area</u>
Other	***	

155.5102 OFF-STREET PARKING AND LOADING

J. Off-Street Parking Alternatives

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.~~
 - i. All uses, except Hotels, may designate a maximum of 75 percent of the total number of required off-street parking spaces as valet parking. The valet spaces may be tandem.
 - ii. Hotels may designate a maximum of 100 percent of the total number of required off-street parking spaces as valet parking. The valet spaces maybe tandem.
- b. Drop-Off and Pick-Up Areas**

The development shall provide a designated drop-off and pick-up area in compliance with the following standards. ~~The drop-off and pickup 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.~~

i. The drop-off and pickup area shall be in compliance with Table 155.5101.G.8.a, Minimum Stacking Spaces for Drive-Through and Related Uses.

ii. 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 Plan

The alternative parking plan requesting valet shall include, but not be limited to, the following:

i. Identification of the type and nature of the use for which the valet service is being provided;

ii. The location of the valet parking and self-parking spaces, including how the valet parking area shall be isolated from use by the general public.

iii. The pick-up and drop off area(s);

iv. A site traffic circulation plan; and

v. The number of parking attendants (and any other personnel) needed to operate the valet service.

e.d. 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, except for Residential and Visitor Accommodation Uses, which shall provide valet parking attendants twenty-four hours a day. The agreement shall also include a legal description of the parcel where parking will be located and states the number of parking spaces utilized for 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.

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #13-071**

DATE: November 25, 2013
TO: City Commission
FROM: Planning and Zoning Board/ Local Planning Agency
SUBJECT: Recommended Approval of the REVISIONS to Chapter 155, Zoning Code related to Valet Parking

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on November 20, 2013, the Board considered revisions to Part 1: Article 5 of the Chapter 155 ZONING CODE as set forth in the Department of Development Services Administrative Report No. 13-451.

These revisions are in response to direction from the Planning and Zoning Board to consider allowing more opportunities for valet parking. The text amendments should result not only in an increased opportunity for the provision of valet parking, but should limit the impacts on surrounding property owners.

The revisions to the Zoning Code include:

- Requiring a minimum stacking space for vehicles utilizing valet parking. The stacking space varies based on the total parking capacity as well as whether the use is residential or non-residential.
- Removing the requirement that valet can only be provided in parking lots with at least 75 spaces.
- Allowing all use types to provide valet parking.
 - This will permit uses such as multi-family development, hospitals, and places of worship, to provide valet parking.
- Allowing all use types to provide 75% of required off-street parking spaces as valet, except for hotels who will continue to be allowed 100% valet.
- Adding in a cross-reference in the drop-off and pick-up areas to require compliance with the stacking requirements.
- Creating a list of standards for a Valet Parking Plan.
- Clarifying that hotels and residential development must have valet 24-hours per day.

It is the unanimous recommendation of the Board that the revisions to the ZONING CODE be approved.


11-27-2013

Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

FORT LAUDERDALE

Sec. 47-39.A.14. - Off-street parking and loading.

N. Amount of off-street parking.

(1) The following minimum amounts of off-street parking shall be provided for all residential buildings and uses:

	Types of Building and Uses	Min. Number of Parking Spaces Required per Indicated Unit	Unit of Measure
(1)	One-family detached dwelling	2.0	Per each dwelling unit
(2)	Two-family dwelling	2.0	Per each dwelling unit
(3)	Townhouse or villa	2.0	Per each dwelling unit located on a single lot of record
	Plus	1.0	Per each 5 dwelling units for guests

CORAL SPRINGS

Sec. 250147. - Townhouse subdivision developments.

(10) *Required parking, number and location.*

- a. *Number of parking spaces.* Each townhouse unit shall provide two (2) resident parking spaces; plus one-quarter ($\frac{1}{4}$) space for each unit with four (4) or more bedrooms as overflow parking; plus one (1) additional space for each four units in a grouping of buildings, or fraction thereof, for guest parking.

City of Hollywood Zoning and Land Development Regulations

§ 7.2. Amount of Required Off-Street Parking.

Use	Required No. of Spaces	Special Conditions; Additional Spaces Required
36. Townhome	2 per Unit	If in a development that has more than 4 units then 1 space per 5 units (marked guest)



**CITY OF POMPANO BEACH
DEPARTMENT OF DEVELOPMENT SERVICES**
100 West Atlantic Boulevard – 3rd Floor
Pompano Beach, FL 33060



Memorandum No. 11-086

DATE: March 7, 2011
TO: Robin M. Bird, Development Services Director
VIA: Jean E. Dolan, AICP, Principal Planner
FROM: Daniel T. Keester, Zoning Technician
RE: Parking Space Dimensions

HISTORY

The zoning code for the city of Pompano Beach currently requires parking spaces to be a minimum of 10'x 20'. As indicated by the table below, this was not always the case. There was a fifteen year span between 1960 and 1975 where the code was amended to reduce the parking space requirements to 9'x19'. The table below indicates the history of Pompano Beach zoning ordinances as it relates to the size of parking spaces. The attached map highlights the perimeter of the City at the time the various ordinances were passed.

Dates	Standard Parking Space Sizes	Industrial Parking space sizes	Ordinances
August, 1957-1960	10'x20'	10'x20'	Ord. 664 Sec. 50.43
December 1960-1975	9'x19'	9'x19'	Ord. 664-63 Sec. 50.43
February 1975-Present	10'x20'	10'x20'	Ord. 75-26 Sec. 50.43
June 1995-Present	10'x20'	9'x18'	Ord. 95-74 Sec. 155.111

REQUIREMENTS IN BROWARD COUNTY AND OTHER CITIES

Though the parking size dimensions vary throughout Broward County, the development standards for the county, as well as the majority of the individual cities in Broward County, are less than the current 10' x 20' required parking space in Pompano's zoning ordinance. The attached table details the various city requirements as well as Broward county requirements for parking space sizes. The city has annexed a large portion of land from unincorporated areas of Broward County over the years that were developed with 9'x18' parking spaces. The annexed areas, which have predominantly 9'x18' parking spaces, are shown on the attached map.

City/County	Minimum Parking Space Size	Code Requirement
Broward County	9'x18'	Sec. 39-217(b) Table I
Coconut Creek	10'x20'	Sec. 13-399 (a) (1)
Coral Springs	9'x18'	Sec. 250814 (1)
Dania Beach	9'x18'	Sec. 265-20 (A)
Deerfield Beach	10'x20'	Sec. 98-88 (j) (4)

Hallandale Beach	9'x19'	Sec. 32-453 (c)
Lauderdale-by-the-Sea	9'x18'	Sec. 30-317 (a)
Lauderhill	9'x18'	Sec. 6.5.2 (B)
Margate	9'x18'	Sec. 18.2 (B) Table P
North Lauderdale	9'x18'	Sec. 106-222 (b)
Parkland	10'x18'	Sec. 22-132 (b)
Pembroke Pines	10'x20'	Sec. 155.248 (A)
Pompano Beach	10'x20'	Sec. 155.111 (A) (1)
Southwest Ranches	10'x18'	Sec. 22-132 (b)
Tamarac	9'x18'	Sec. 24-578 (a) (1)
Wilton Manors	9'x20'	Sec. 135-020 (A)

VEHICULAR DIMENSIONS

Larger Sports Utility Vehicles (SUVs), while perceived to be too large for standard parking spaces (9'x18'), in fact do not exceed 7 feet in width (see table below for SUV dimensions). Assuming that two SUVs were parked centrally in their respective parking spaces side by side there would be approximately 3 feet between the vehicles. According to the National Parking Association, the clearance for door opening range from 20 inches to 27 inches. Attached with this memo are photos taken of various vehicles in 9'x18' size parking spaces that currently exist within the city limits of Pompano Beach, as well as a few parking examples of vehicles in parking spaces that are 10'x 20'.

Chevy Suburban (2007)	18.5	6.5	6.4
Ford Expedition (2007)	17.2	6.58	6.5

ENCOURAGING REDEVELOPMENT

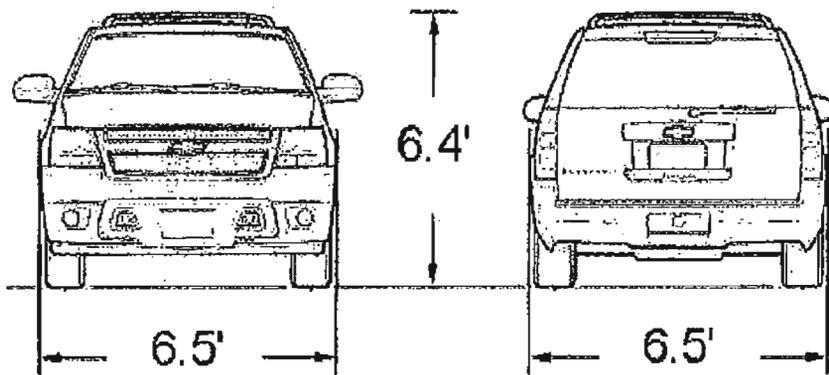
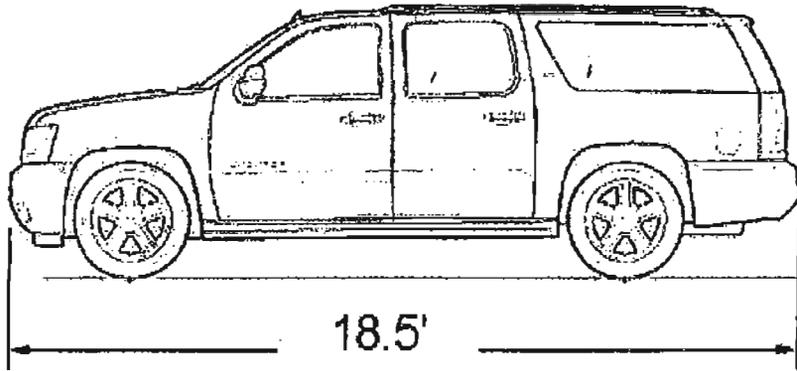
In this economic climate it is important for Pompano Beach to encourage redevelopment and new development. In redeveloping a site, while retaining the size of the building, it is feasible to redesign a parking lot to increase the number of parking spaces by 13-17% simply by reducing the size requirement of parking sizes from 10'x 20' to 9'x18'. For developers this means larger

building foot prints while still meeting city requirements. Having the flexibility to accommodate parking for customers, meet city parking requirements, and increasing the size of the building footprint could make Pompano Beach more appealing to developers and investors. Lenders look at a variety of factors when making a determination about the risk involved in financing a project. By giving the businesses the capability to satisfy the parking requirements while increasing the building footprint, and thus increasing the revenue generating potential of the business over time, the potential return on investment (ROI) goes up and makes the business a more attractive, less risky investment.

OPTIMAL PARKING DESIGN

Adequate parking is critical to the success of a business operation as well as to a property's resale value. When a building is appraised, the off-street parking is evaluated in regard to the number of spaces, its user-friendliness, and location in relation to the buildings. Poorly laid out parking spaces, backout parking, spaces that are too small, inadequate number of spaces, narrow drive isles, hard to find or access spaces all can reduce the appraised value of a property for resale, as well as hurt the operations of an existing establishment. The inadequacy of parking design became so evident in Miami-Dade County, in fact, that their codes were revised to eliminate the use of compact (7'6"x15') parking spaces that had been allowed because they were not user friendly and resale values were depressed because the parking lots had to be redesigned and reconstructed to meet the needs of buyers. This condition made it difficult to meet parking requirements for the number of spaces required by the code as well as the retailer or business operation looking to relocate into that property.

Redevelopment in Pompano can always be designed with 10'x 20' parking spaces if the parking requirement for the number of spaces can be met. This is an option for those developers that feel the 10'x 20' standard better serves their clientele and supports their resale value in the future. The city's code, however, could be revised to allow for the more standard 9'x18' parking space for those properties that can operate comfortably with this standard parking space size.





9'x18' ATLANTIC BUS CENTER



10'x20' WALMART ATLANTIC BLVD.



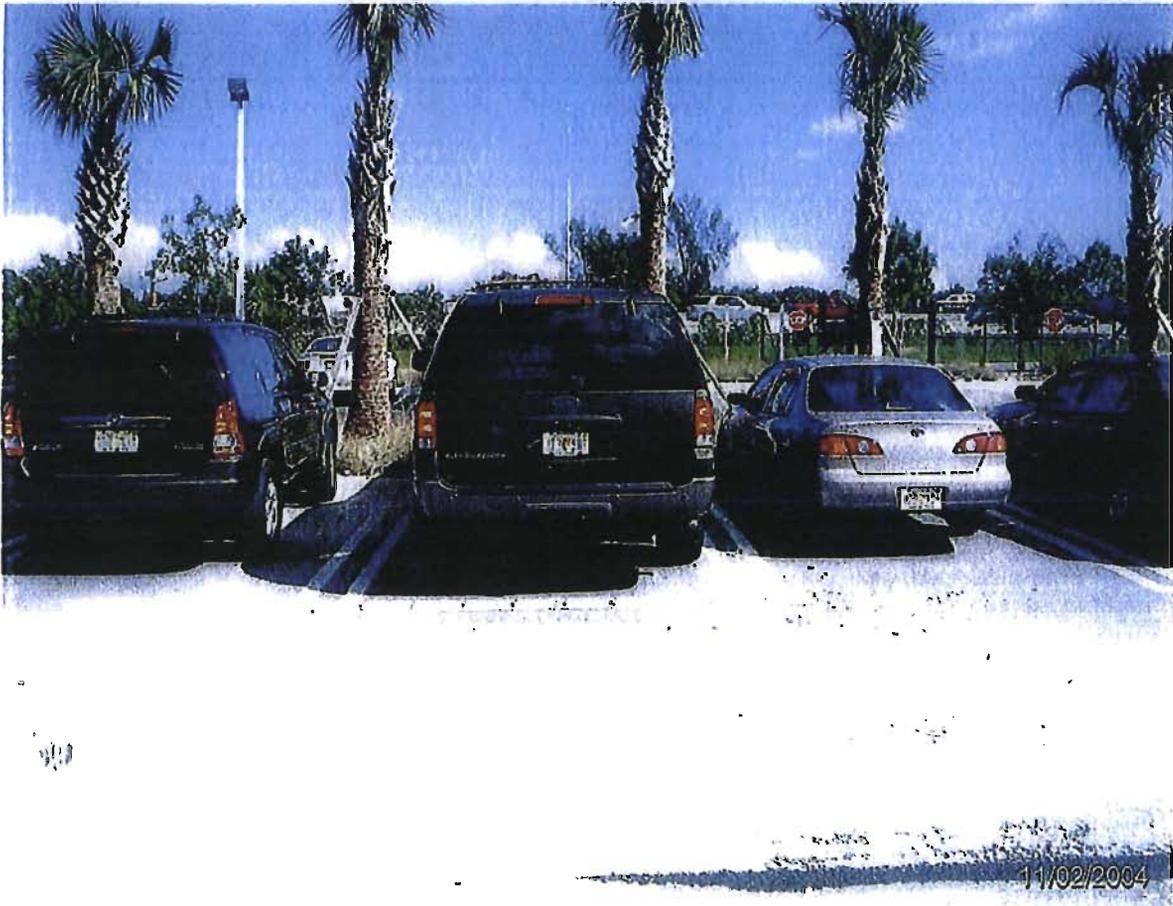
9' x 18' PARKING GOLD COAST BEVERAGE



9' x 18' GOLD COAST EMPLOYEE PARKING



9'x18' PARKING GOLD COAST BEVERAGE N.W. 12th AVE



9'x18' PARKING



10' x 70' MENABÉ U.S.1



9' x 18' PARKING ATLANTIC BUS. CENTER



9'x18' ATLANTIC BUS. CENTER



9'x18' PARKING



9'x18' PARKING GOLD COAST BEVERAGE



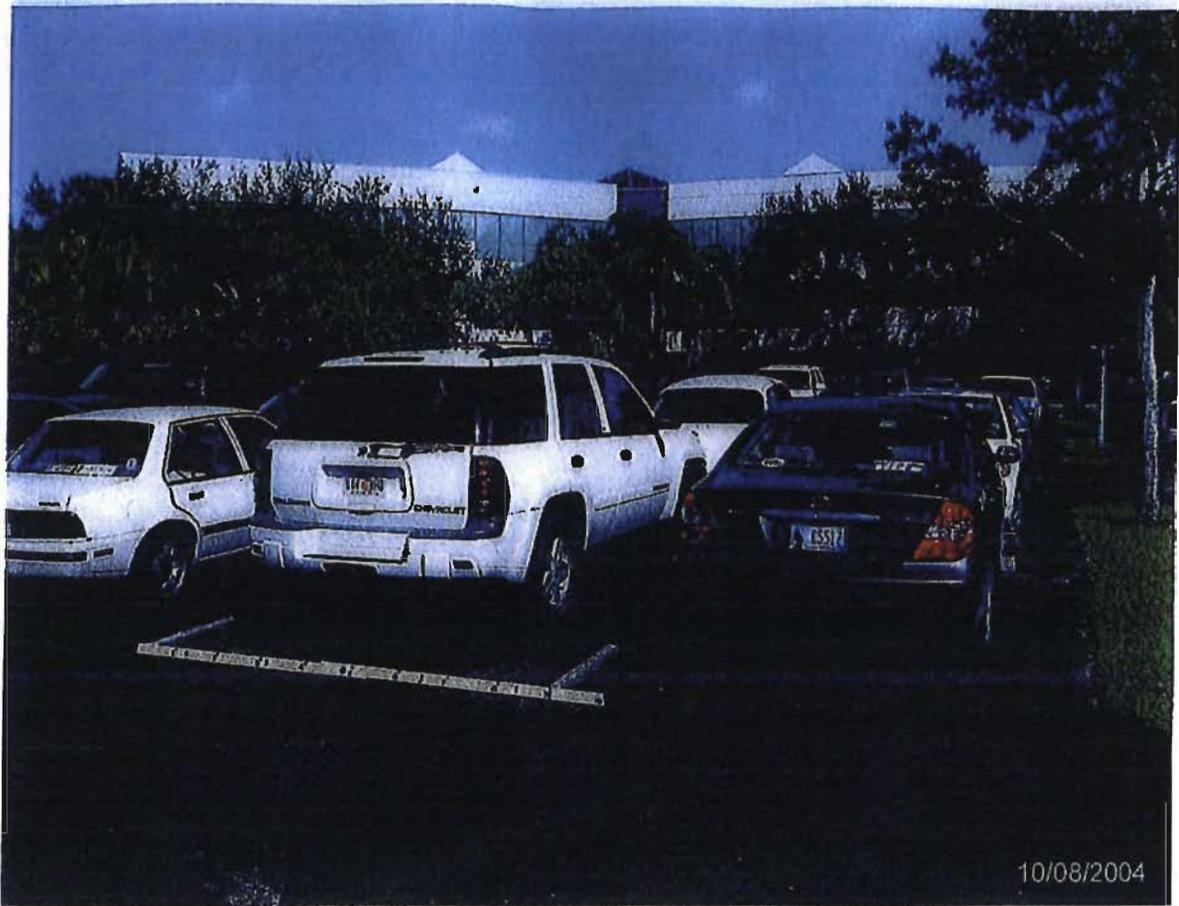
9'x18' PARKING



9'X18' PARKING "PONTANO BUS PARK"



9'X18' PARKING ATLANTIC BUS CENTER



10/08/2004

9x18' PARK CENTRAL BLVD



10/08/2004

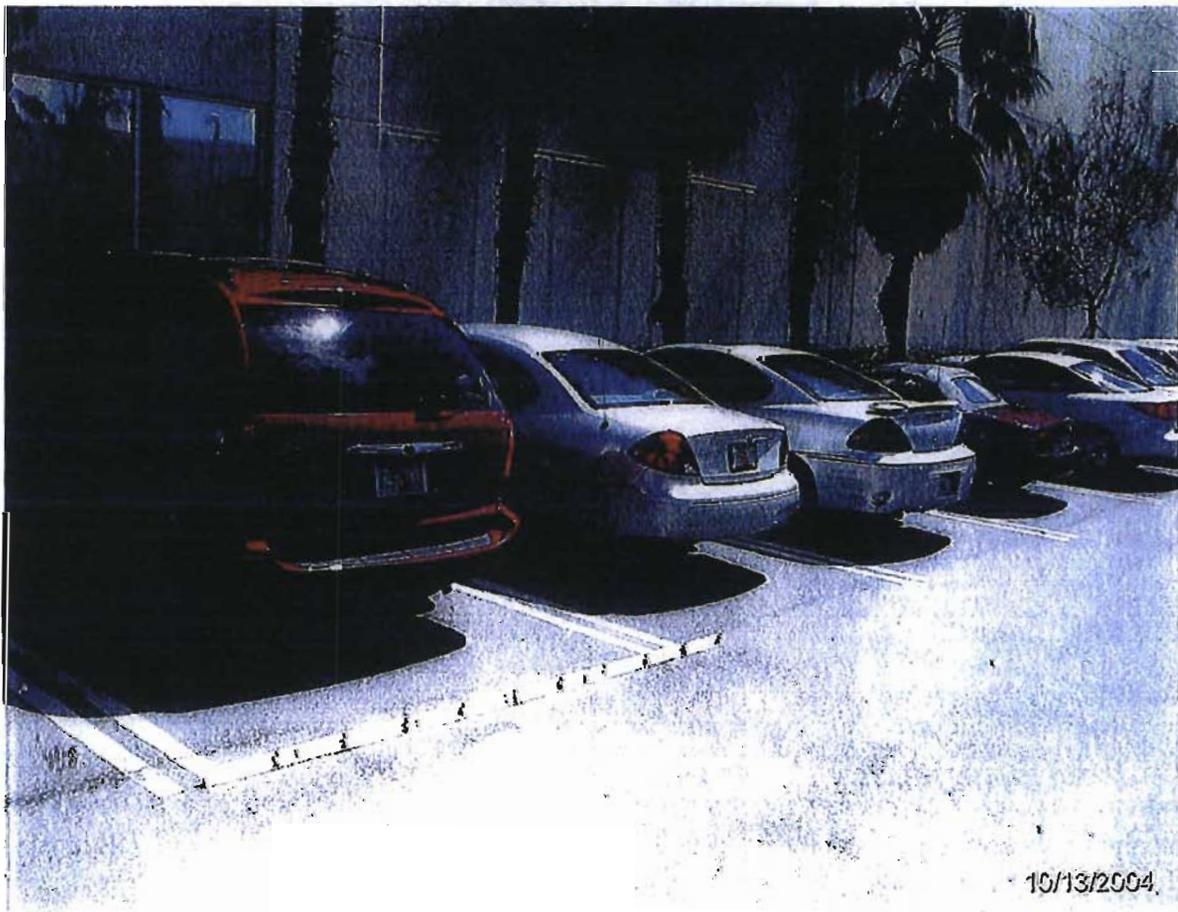
9x18'

POMPANO BUS. PARK



10/13/2004

9' x 18'

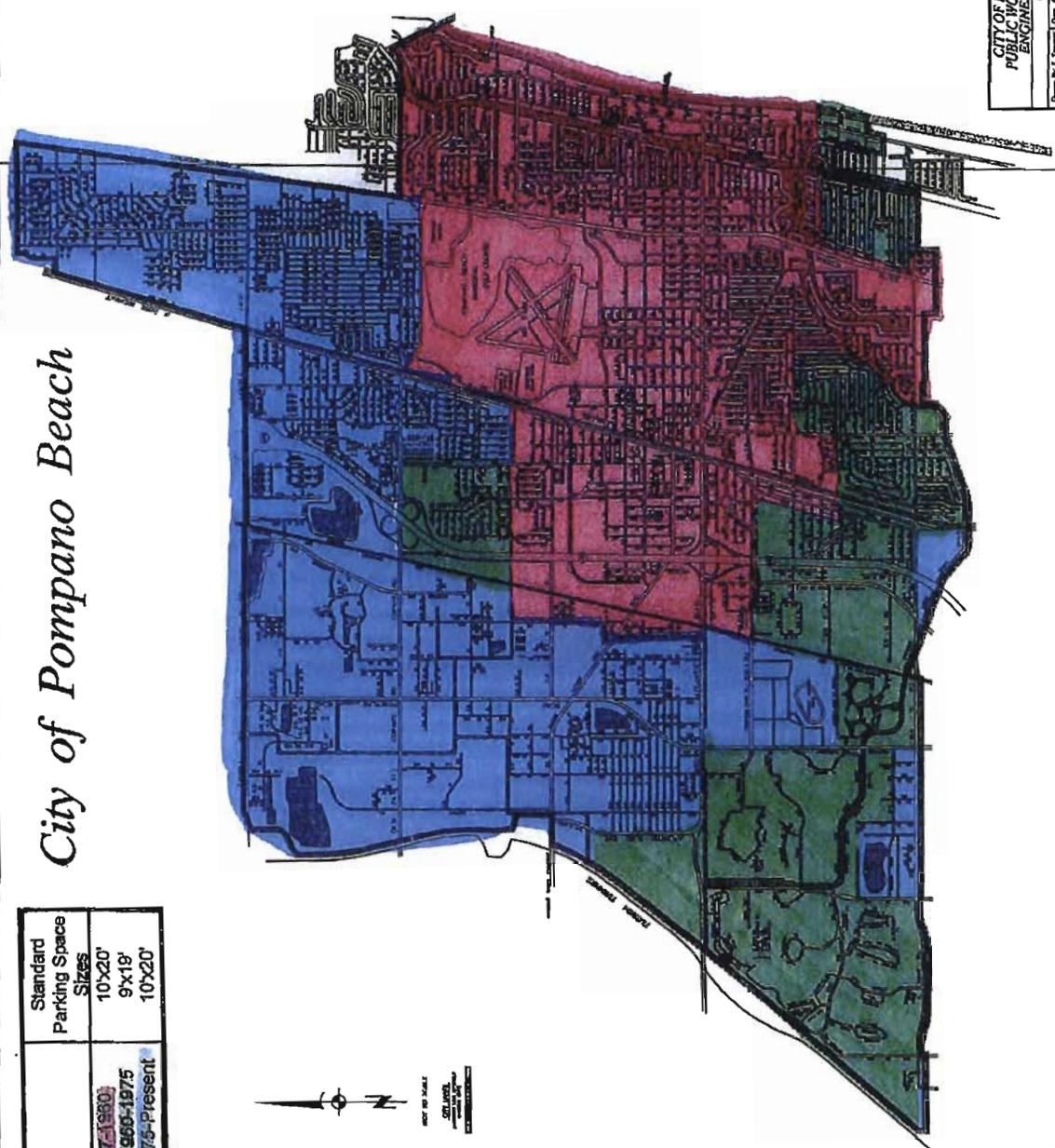
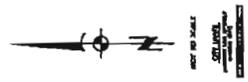


10/13/2004

9' x 18'

City of Pompano Beach

Standard Parking Space Sizes	
10'x20'	August - 1957 - 1960
9'x18'	December - 1966 - 1975
10'x20'	February - 1975 - Present

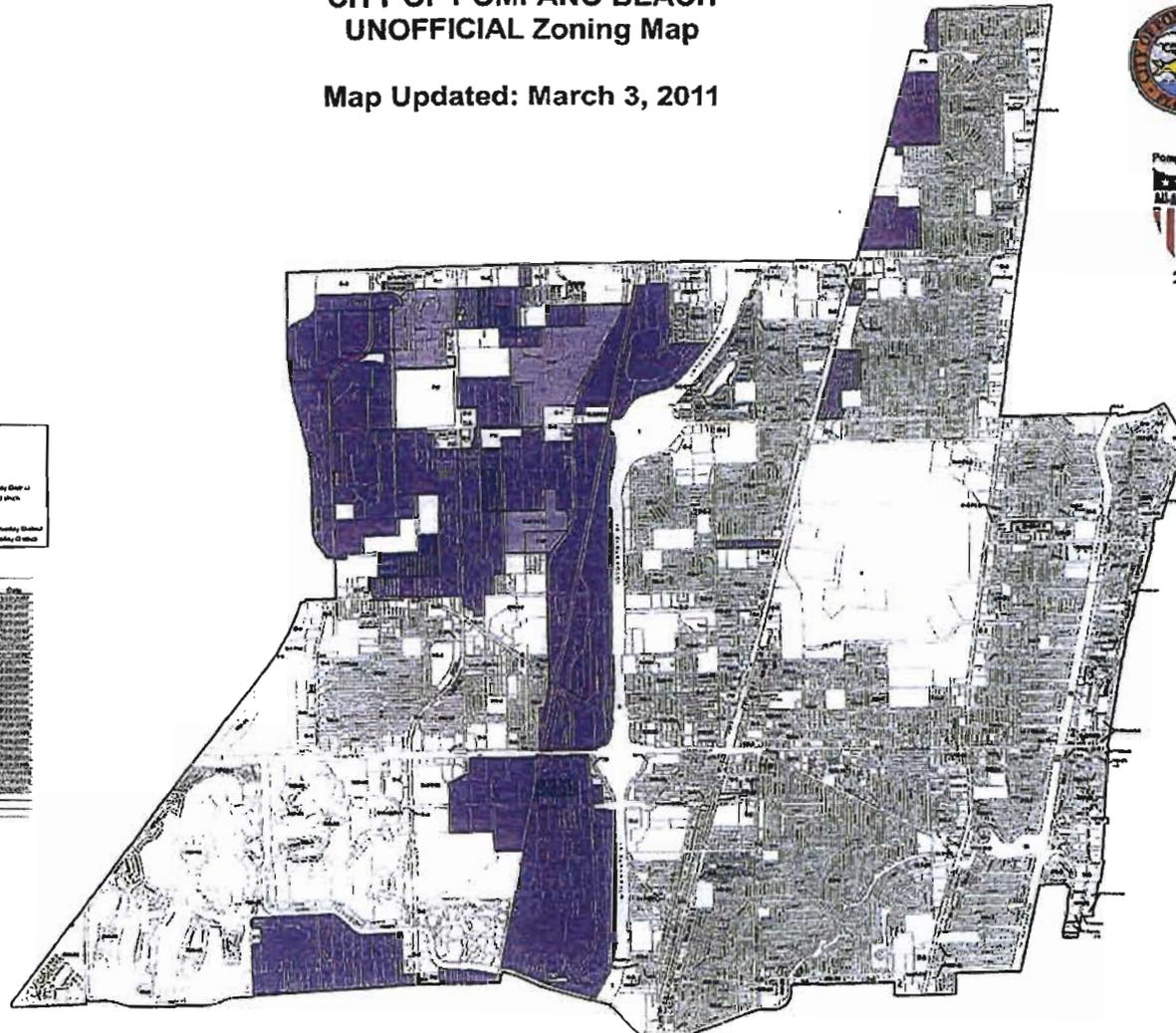


CITY OF POMPANO BEACH
 PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION
 City Map
 Drawn By: E. Simpson | Date: 11/24/11 | Checked By: []

This map should not be used for legal boundary determination.

CITY OF POMPANO BEACH UNOFFICIAL Zoning Map

Map Updated: March 3, 2011



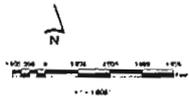
LEGEND

- City boundary
- O-1 - General Industrial District
- O-2 - General Industrial Planned Commercial Overlay District
- O-3 - General Industrial Planned Commercial Overlay District
- O-4 - General Industrial Planned Commercial Overlay District
- O-5 - Office Industrial Planned Commercial Overlay District
- O-6 - Office Industrial Planned Commercial Overlay District
- O-7 - Office Industrial Planned Commercial Overlay District

ADDRESS RANGES

Block No.	From	To	Zone	Block No.	From	To
101	101st St	102nd St	O-1	101	101st St	102nd St
102	102nd St	103rd St	O-1	102	102nd St	103rd St
103	103rd St	104th St	O-1	103	103rd St	104th St
104	104th St	105th St	O-1	104	104th St	105th St
105	105th St	106th St	O-1	105	105th St	106th St
106	106th St	107th St	O-1	106	106th St	107th St
107	107th St	108th St	O-1	107	107th St	108th St
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128	128th St	129th St	O-1	128	128th St	129th St
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196	196th St	197th St	O-1	196	196th St	197th St
197	197th St	198th St	O-1	197	197th St	198th St
198	198th St	199th St	O-1	198	198th St	199th St
199	199th St	200th St	O-1	199	199th St	200th St

It is hereby declared to be the official zoning map of the City of Pompano Beach, Broward County, Florida, and it is hereby ordered that the City of Pompano Beach shall enforce the provisions of this Ordinance. All other zoning maps and ordinances are hereby repealed.



Map Created: January 1, 2011
Created by: City of Pompano Beach Planning and Development Services

REDUCING PARKING SPACE SIZES

At the March 23, 2015 meeting of the Pompano Beach Economic Development Council there was a motion made stating the following:

MOTION by Dodie Keith-Lazowick and seconded by Paul Webb to advise the City Commission and the Planning and Zoning Board, on behalf of the Pompano Beach Economic Development Council, that they reconsider the parking ordinances that allow for 9' x 18' parking spaces citywide. All voted in favor of the above motion.

Signed this 15 day of April, 2015.



Thomas H. DiGiorgio, Jr.
Chairperson, PBEDC

ORLANDO

Sec. 61.309. - Parking Layout.

Parking space and aisle dimensions in all facilities shall conform to the dimensional requirements provided in Figure 17. See Figure 18 for parking layout terms. Parking layout shall comply with the additional standards provided below:

- (a) **Parking Stall Width.** Parking stalls shall have a minimum width of 9 feet, except that a width of 8 feet 6 inches may be permitted for low turnover spaces. The module (M) and the associated aisle width (A) may be reduced by up to 2 inches for each 1 inch of additional stall width (SW) to a maximum width of 9 feet 6 inches. Where walls, columns, and other vertical obstructions are located immediately adjacent to the sides of parking stalls, the stall width shall be increased by a minimum of 1 foot.
- (b) **Low Turnover Parking Spaces.** Up to 20% of the required parking spaces at shopping centers may be designated as low turnover spaces having a minimum stall width of 8 feet 6 inches. The 8 foot 6 inch stall width shall only be permitted in locations intended and suitable for employee parking or in areas likely to be used only on peak shopping days.
- (c) **Aisles.** Aisles for 90 degree parking spaces shall be designed to accommodate two-way traffic flow. Aisles for all other angles shall be designed to accommodate one-way traffic flow. For two-way traffic flow, the minimum aisle width (A) shall be 24 feet.
- (d) **Turning Bays.** In all parking facilities, turning bays shall comply with the minimum dimension of 16 feet 6 inches, as shown in Figure 19. For two-way traffic flow, the minimum turning bay width shall be 24 feet.

WEST PALM BEACH

Sec. 94-485. - General provisions.

- (n) Off-street parking dimensions. All parking spaces required by this article shall be at least eight feet six inches in width and 18 feet in length; small car spaces shall be at least eight feet in width and 16 feet in length. Minimum parking space and aisle dimensions are set forth in Figure XV-2.
- (1) Small car space requirements. The number of small car parking spaces shall be provided as required by the following:
 - a. If the total parking requirements of any use or structure is less than 20 spaces, no small car spaces are permitted.
 - b. If the total parking requirement is 20 to 100 spaces, 25 percent of the spaces may be designated for small car use.
 - c. If the total parking requirement is more than 100 spaces, 30 percent of the spaces may be designated for small car use.
 - d. All small car parking spaces shall be marked with individual signs stating "Small Cars Only." Small car parking spaces shall have double striping on each side of the space.
 - e. Small car spaces, to the extent feasible, shall be concentrated at various locations within a parking structure or lot. Small and standard car spaces shall be distributed equally throughout a parking structure or lot, and the city engineer shall review the design of all proposed parking facilities to ensure that the intent of this section is satisfied.
- (2) Dimensions and layout of parking facilities. Plans for the layout of off-street parking facilities shall be in accordance with the minimum requirements set forth in Figure XV-2. Parking spaces for the disabled shall be provided in accordance with the requirements of applicable state and federal legislation.

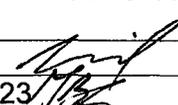
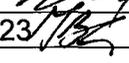
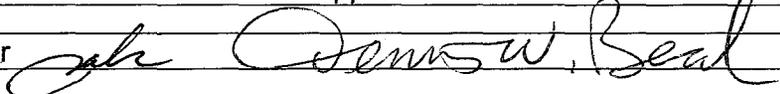
REQUESTED COMMISSION ACTION:

Consent	X	Ordinance	Resolution	Consideration/ Discussion	Presentation
_____	_____	_____	_____	_____	_____
<p>SHORT TITLE 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; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.</p>					

Summary of Purpose and Why:

Staff is recommending text amendments to Chapter 152, Building, regarding fees for tents. 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. 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 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	07/01/2015	Approval	Memo #15-359 
City Attorney	07/06/2015	Approval	Memo #2015-1223 
X City Manager			

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



City Attorney's Communication #2015-1223
July 6, 2015

TO: Karen Friedman, AICP, Planner
FROM: Gordon B. Linn, City Attorney
RE: Ordinance Amending Section 152.12, "Building Permit Fees"

As requested in your memorandum of July 1, 2015, Department of Development Services Memorandum No. 15-359, the following form of Ordinance, relative to the above-referenced matter, has been revised 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 MULTIPLE TEMPORARY TENTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Please carefully review the Ordinance to ensure that it meets with your desires.



GORDON B. LINN

/jrm
l:cor/dev-srv/2015-1223

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; 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. 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 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
7/6/15
L:ord/ch152/2015-412

MEMORANDUM

Development Services

MEMORANDUM NO. 15-359

DATE: July 1, 2015

TO: Gordon Linn, City Attorney

CC: Miguel Nunez, Building Official

VIA: Robin M. Bird, Development Services Director 

FROM: Karen Friedman, AICP, Planner 

SUBJECT: Request for Ordinance, §152.12
City Commission Hearing July 28, 2015

Please prepare an ordinance for revisions to §152.12. The revisions are included in the following Ordinance:

GBL/jrm
5/22/15
L:ord/ch152/2015-328

I have included the sections to be prepared in the ordinance.

Should you have any questions or comments, please contact me at extension 7792.

G:\Zoning 2009\Code Rewrite\Code Amendments\152.12 bdlg permit fees\July 28 2015 CC\Memo_CA-ORD_152_Tents.doc

MEMORANDUM

Development Services

MEMORANDUM NO. 15-230

DATE: May 7, 2015

TO: Robin M. Bird, Development Services Director

FROM: Karen Friedman, AICP, Principal Planner

KBF

SUBJECT: Proposed Text Amendments to Ch. 152, Building
Building Fees for Tents, Floodplain Management Regulations, and Green
Building Program Incentives

Staff has prepared text amendments to the Ch. 152, Building, regarding the fees for tents, floodplain management regulations, and the green building program incentives. Below is an explanation of the text amendments. Should you approve of the text amendments, I will request an ordinance from the City Attorney's office.

§152.12(A)(4)

- The proposed amendments reduce the building permit fee for temporary tents.
- While the fee for the first tent will remain at either \$150 or \$250 (depending on the tent size) all subsequent tents will only require a \$20/tent fee.
- The rationale for \$20 fee is as follows:
 - The initial fee of \$150 or \$250 (depending on the tent size) takes into account the time to travel to and from the site, inspect the tent, and review and prepare any paperwork.
 - The \$20 fee for additional tents simply reflects the time to inspect a tent.
 - §152.17 states the minimum fee for specialty inspections is \$80 per hour.
 - Staff estimates the time for a tent inspection is approximately 15 minutes = ¼ hour. Therefore the recommended fee of \$20 is ¼ hour x \$80/hour.

§152.20 – §152.36

- 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.

§152.50

- The proposed amendment is a new definition – "Florida Energy Conservation and Sustainable Buildings Act".
- This Act requires all county, municipal, school district, water management district, state university, Florida College System institution, and state court buildings whose architectural plans are commenced after 2008 to be constructed to comply with a sustainable building rating system or a national model green building code.



MEMORANDUM

Development Services

§152.57(A)(2) and (3)

- The proposed amendments revise the city's existing incentive policy which reimburses 50% of building permit fees for Green Buildings.
- While the revision retains the reimbursement incentive for private-property owners, public buildings required to be "green" (per the Florida Energy Conservation and Sustainable Buildings Act) would receive an initial 50% reduction of building permit fees.

Should you have any questions or comments, please contact me at extension 7792.

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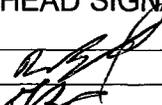
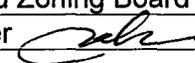
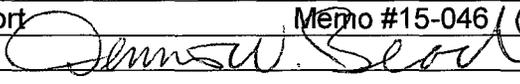
REQUESTED COMMISSION ACTION:

Consent	X Ordinance	Resolution	Consideration/ Discussion	Presentation
<p>SHORT TITLE AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 115, "MISCELLANEOUS BUSINESSES," BY AMENDING SECTION 115.18, "MOVING VENDOR, ITINERANT MERCHANT, OR PEDDLER," TO EXCLUDE PORTABLE VENDING CONCESSIONAIRE; BY CREATING SECTION 115.19, "PIER AREA PORTABLE VENDING," TO PROVIDE DEFINITIONS, APPROVALS, PROCEDURES, REGULATIONS AND STANDARDS FOR PORTABLE VENDING IN DESIGNATED LOCATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.</p>				

Summary of Purpose and Why:

Staff is recommending text amendments to Chapter 115 regarding kiosks and refreshment stands for the Pompano Pier Project. Per Section 8.2 of the Amended Development Agreement between the City and Pier Developer, approved via Ordinance 2014-49, the City has one year from the effective date of the Development Agreement to provide the Developer with a set of guidelines for the use of the Beachfront Area, including a description of the types of structures to be permitted (such as kiosks and refreshment stands), procedure for obtaining design approval of structures and permits, hours of operation etc...The effective date of the Agreement was July 28, 2014. The proposed text amendments, therefore, have been prepared to satisfy the requirements of Section 8.2 of the Amended Development Agreement. The text amendments were a collaborative effort between Staff from Development Services, CRA, Parks and Recreation, and Public Works. As a courtesy, the text amendments were reviewed at the June 24, 2015 Planning and Zoning Board hearing.

- (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	06/15/2015	Approval	Memo #15-322 
City Attorney	07/06/2015	Approval	Memo #2015-1222 
X Planning and Zoning Board		Support	Memo #15-046 / (07/06/2015)
X City Manager			

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



City Attorney's Communication #2015-1222
July 6, 2015

TO: Karen Friedman, AICP, Planner
FROM: Gordon B. Linn, City Attorney
RE: Ordinance Amending Chapter 115, "Miscellaneous Businesses"

As requested in your memorandum of June 29, 2015, Department of Development Services Memorandum No. 15-346, the following form of Ordinance, relative to the above-referenced matter, has been prepared and is attached:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 115, "MISCELLANEOUS BUSINESSES," BY AMENDING SECTION 115.18, "MOVING VENDOR, ITINERANT MERCHANT, OR PEDDLER," TO EXCLUDE PORTABLE VENDING CONCESSIONAIRE AS DEFINED IN SECTION 115.19; BY CREATING SECTION 115.19, " PIER AREA PORTABLE VENDING," TO PROVIDE DEFINITIONS, APPROVALS, PROCEDURES, REGULATIONS AND STANDARDS FOR PORTABLE VENDING IN DESIGNATED LOCATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Please carefully review the Ordinance to ensure that it meets with your desires.


GORDON B. LINN

/jrm
l:cor/dev-srv/2015-1222

Attachment

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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 115, "MISCELLANEOUS BUSINESSES," BY AMENDING SECTION 115.18, "MOVING VENDOR, ITINERANT MERCHANT, OR PEDDLER," TO EXCLUDE PORTABLE VENDING CONCESSIONAIRE AS DEFINED IN SECTION 115.19; BY CREATING SECTION 115.19, " PIER AREA PORTABLE VENDING," TO PROVIDE DEFINITIONS, APPROVALS, PROCEDURES, REGULATIONS AND STANDARDS FOR PORTABLE VENDING IN DESIGNATED LOCATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Section 115.18, "Moving Vendor, Itinerant Merchant, or Peddler," of Chapter 115, "Miscellaneous Businesses," of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

§ 115.18 MOVING VENDOR, ITINERANT MERCHANT, OR PEDDLER.

...

(B) Intent. It is found and declared that:

...

(4) The regulations contained in this section are not applicable to Portable Vending Concessionaires approved to operate per § 115.19, Pier Area Portable Vending.

...

SECTION 2. That Section 115.19, "Pier Area Portable Vending," of Chapter 115, "Miscellaneous Businesses," of the City of Pompano Beach Code of Ordinances is hereby created to read as follows:

§ 115.19 PIER AREA PORTABLE VENDING.

(A) Definitions. For the purpose of this section, the following definitions shall apply to the Pier Area, unless the context clearly indicates or requires a different meaning.

(1) **PORTABLE VENDING AGREEMENTS** ("**AGREEMENTS**"). A document issued by the Pier Developer to a Portable Vending Concessionaire for use of a designated Portable Vending Space. The agreement shall set forth the terms and conditions for use in accordance with approved policies and procedures. Additionally, the Portable Vending Concessionaire shall be required to comply with all applicable laws and ordinances.

(2) **PORTABLE VENDING SPACE.** An assigned space located within one of the Zones and whose location is depicted on the Portable Vending Master Plan.

(3) **PORTABLE VENDING CONCESSIONAIRE.** A person, corporation, company or business authorized to operate Portable Vending Equipment in the Pier Area.

(4) **PORTABLE VENDING EQUIPMENT.** A small, temporary, portable structure, which is open at one or more sides, self-contained, and from which services or merchandise may be sold.

(5) **PORTABLE VENDING MASTER PLAN.** A plan submitted by the Pier Developer and approved via Resolution by the City Commission which depicts the general location of all proposed Portable Vending Equipment, architecture of the Portable Vending Equipment, access and loading for the Portable Vending Equipment, and other relevant information

(6) **PIER AREA.** That portion of the beach, right-of-way and other lands as described in Exhibit "A" and including the Pompano Beach Municipal Pier.

(7) **SAND ZONE.** As depicted on the Portable Vending Master Plan, that portion of the Pier Area defined as Sand Zone.

(8) **SIDEWALK ZONE.** As depicted on the Portable Vending Master Plan, that portion of the Pier Area defined as Sidewalk Zone.

(B) Required Approval. Prior to installation of any portable vending equipment, the Pier Developer shall first submit the proposed Portable Vending Master Plan to the Development Services Department for review and approval. After approval by the Development Services Department, the Pier Developer must obtain approval of the Portable Vending Master Plan by the City Commission via Resolution. The following documentation shall be submitted and shall comply with applicable standards:

(1) Architectural schematics including information about materials.

(2) Site Plan depicting the following:

(a) Method of installation and removal of the concession equipment;

(b) Dimensions of the concession equipment;

(c) Loading and Unloading plan;

(d) Provision for ADA Accessibility (unless applicant demonstrates not required);

(e) Dimensions of all signage;

(f) Depiction of location of on-site disposal of business related wastes;

(g) Depiction and location of power sources; and

(h) Any other information as may be required.

(3) Proof of an insurance policy issued by an insurance company properly authorized and approved to do business in the state protecting the business tax receipt holder and the city from all claims for damages to property and bodily injury, including death, which may arise from operations under or in connection with the subsection; such insurance shall be at least the amount of \$300,000 for each occurrence and \$100,000 per person.

(C) Portable vending space regulations.

The dimensional standards and the limitation on the number of Portable Vending Spaces are shown in Table 115.19(C). However the maximum dimensional standards shall not be construed as to allow Portable Vending Equipment and/or any permitted accessory equipment to be located within a prohibited location as listed in 155.19.D.3.

TABLE 115.19(C): Portable Vending Space Standards			
Zone	Maximum Length (in feet)	Maximum Width (in feet)	Maximum number of Portable Vending Spaces in Zone
Sand Zone	12'-6"	12'-6"	4
Sidewalk Zone	12'-6"	12'-6"	4

(D) Portable vending equipment standards.

(1) The dimensional standards for the Portable Vending Equipment are shown in Table 115.19(D)(1). However the maximum dimensional standards shall not be construed as to allow Portable Vending Equipment and/or any permitted accessory equipment to be located within a prohibited location as listed in 155.19.D.3.

TABLE 115.19(D)(1): Portable Vending Equipment Dimensional Standards			
Zone	Maximum Length (in feet)	Maximum Width (in feet)	Maximum Height (in feet)
Sand Zone	10'-0"	8'-0"	10'-6"
Sidewalk Zone	10'-0"	8'-0"	10'-6"

(2) *Design and construction.* Portable Vending Equipment shall be constructed and designed in compliance with the following standards.

(a) The color and style theme of the Portable Vending Equipment shall be consistent with the adjacent pavilions, restroom facilities and/or other maritime design elements consistent with the beach style theme.

(b) The architectural design shall reflect the "Shed roof" design demonstrated in the example of vending kiosk in Exhibit "B" and/or other maritime design elements consistent with the beach style theme.

(c) The Portable Vending Equipment shall be readily moveable, which may include equipment on wheels, modular equipment or other similar construction.

(d) The Portable Vending Equipment shall be constructed of durable material. No plastic, unfinished, or pressure treated wood shall be visible.

(e) The Portable Vending Equipment shall have no features which would be a nuisance or hazardous to public safety.

(f) All materials must be in accordance with all Local, State, and Federal rules and regulations.

(g) All signage must be securely attached to the Portable Vending Equipment.

(h) No permanent fixtures, facilities or encroachments may be affixed to the sidewalk or to any paved area, if applicable.

(i) Cooking Apparatus.

i. Food preparation for Portable Vending Equipment located within the Sidewalk Zone is strictly limited to ready-to-eat foods only, and shall be in accordance with this section and state regulations.

ii. Food preparation for Portable Vending Equipment located within the Sand Zone shall be in accordance with this section and state regulations.

(j) Energy supply. All Portable Vending Equipment must be entirely self-sufficient in regards to gas, water and telecommunications and comply with the following standards:

i. Portable Vending Equipment must provide their own safe power sources, if any are required.

ii. Portable Vending Equipment may be propelled by an electric motor or similar mechanical device.

iii. Connection to electric outlets or power sources owned by the city or on private property is prohibited.

iv. Internal combustion engines or other similar mechanical devices are prohibited.

- v. Extension cords are prohibited; and
- vi. Generators, car, truck, motorcycle or boat batteries or any other power sources deemed hazardous to the public health, safety or welfare by a police or code officer are prohibited

(k) Waste receptacles. All Portable Vending Equipment must be self-contained with a waste receptacle. Portable Vending Concessionaires shall comply with the following standards:

- i. Portable Vending Concessionaires permitted to sell food and/or beverages shall also provide a waste receptacle available for patron's use.

- ii. Portable Vending Concessionaires must not empty any waste into City-owned trash receptacles;

- iii. Portable Vending Concessionaires shall not allow any fluids to be discharged from the Portable Concession equipment or any accessory equipment;

- iv. No liquid waste or grease shall be disposed in tree pits, storm drains, or onto the sidewalks, streets, or other public space; and

- v. The Portable Vending Concessionaires is responsible for the removal of grease from sidewalk and street surfaces resulting from the daily operation, unloading, and loading of the Concession Equipment and any accessory equipment.

(3) *Prohibited locations.* No portion of Portable Vending Equipment and/or any permitted accessory equipment shall be located as follows:

- (a) Outside of the assigned Portable Vending Space;

- (b) Overhanging the Portable Vending Space boundary line;

- (c) Leaning against or hanging from any building, structure, tree or other plant;

- (d) Blocking the following:

- i. Pedestrian or vehicular traffic;

- ii. Access to an entrance to a building;

- iii. Access to the playground or pavilions;
- iv. Access to a bicycle rack;
- v. Access to a trash receptacle; and
- vi. A sprinkler inlet or standpipe inlet (both wet and dry).

(e) For portions of the equipment less than seven feet above grade only, within the following locations:

- i. Seven feet from the curb line and from street furniture; and
- ii. Ten feet from crosswalks, planters and fire hydrants.

(E) Operational standards.

(1) Portable Vending Concessionaires shall be assigned a specific Portable Vending Space.

(a) During the hours of operation, the Portable Vending Equipment must remain within the boundaries of the assigned Portable Vending Space.

(b) A separate business tax receipt will be required for each Portable Vending Space.

(c) No more than one Portable Vending Equipment shall be located in one Portable Vending Space.

(d) Portable Vending Equipment shall be parallel to the curb, with the longest side of the Portable Vending Equipment parallel to the curb.

(2) *Prohibited merchandise.* Portable Vending Concessionaires shall be prohibited from selling any of the following:

(a) Alcoholic beverages, including beer, wine, and liquor;

(b) Cigarettes and all tobacco products and/or smoking apparatus;

(c) Chewing Gum; and

(d) Operating as any use that is prohibited in the Atlantic Boulevard Overlay District, per Zoning Code Section 155.3703.2.a.

(3) *Maintenance standards.* In addition to the Maintenance Standards included in the Pier Developer's Agreement, Portable Vending Concessionaires shall comply with the following:

(a) Portable Vending Concessionaires shall maintain their designated space in a clean, hazard-free condition;

(b) Portable Vending Concessionaires shall maintain an area within a radius of 25 feet of their designated space in a clean condition which is free of trash and debris;

(c) Portable Vending Concessionaires shall not leave any location without first picking up, removing and properly disposing of all trash, materials, or refuse remaining from any sales, transactions, or the conduct of the operation; and

(d) Any damage caused by the Concessionaire to City property including, but not limited to, the sidewalk, shall be repaired by the Concessionaire within 24 hours of notice of damage by the City Manager, or his designee. If any such damage is not repaired within 24 hours of notice of damage by the City Manager, or his designee, it is understood that the City will take the necessary steps to complete the work and charge the Concessionaire for the restoration costs.

(4) *Noise standards.*

(a) Portable Vending Concessionaires shall not cause or permit any sound to exceed the sound limits set forth §97.20 (A).

(b) Portable Vending Concessionaires are not eligible for the Noise Control Exemption as listed in §97.40.

(5) *Hurricane warning.*

(a) The City Manager or designee may cause the immediate removal or relocation of all or parts of the Concession Equipment in emergency situations or for safety considerations.

(b) Upon the issuance of a hurricane warning by the county, the Portable Vending Concessionaires shall forthwith cease operation and

remove all equipment. The issuance of such a hurricane warning shall constitute an emergency situation. As additional means of enforcement, the city may remove any equipment and/or merchandise found on public property two hours after the issuance of a hurricane warning. Any and all costs incurred by the city for removal and/or storage of portable concession equipment and/or merchandise shall be the responsibility of the Portable Vending Concessionaires. The city is not responsible for any damages or loss of equipment or merchandise which is lawfully confiscated.

(c) If the Zone or Portable Vending Space assigned for a Portable Vending Concessionaire through a permit is needed for a special event, municipal repairs or other city business, or relocation or suspension is otherwise in the best interest of the public, the city manager or designee may temporarily or permanently relocate the Portable Vending Concessionaire to a different zone or location, or temporarily suspend (if no alternative is available) the Portable Vending Concessionaire's operation.

(6) *Hours of operation.*

(a) Hours of operation shall be limited to 9:00 a.m. until 9:00 p.m.

(b) Loading and unloading times are restricted to 8:00 a.m. to 9:00 a.m. and 9:00 p.m. to 10:00 p.m.

(c) During City-sponsored special events, where the special event's hours exceed those listed in this section, the Portable Vending Concessionaire may operate according to the special events hours of operation.

(7) *Prohibited Accessory Equipment.* The following Accessory Equipment is prohibited:

- (a) Tables;
- (b) Fences;
- (c) Chairs;
- (d) Other site furniture; and
- (e) Mobile display racks and stands.

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
7/8/15
L:ord/ch115/2015-408

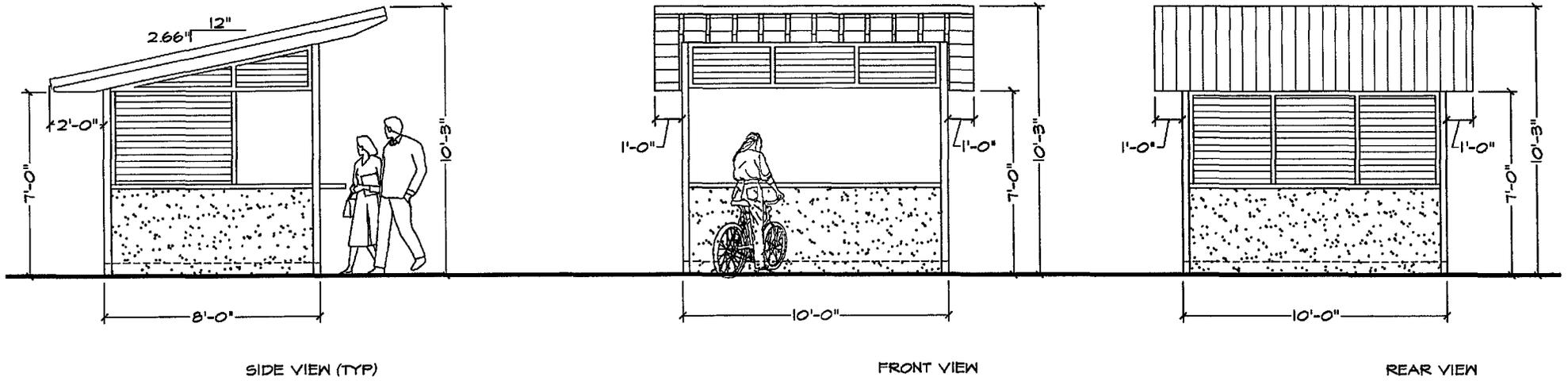
EXHIBIT A

Legal Description of Beachfront Area

PORTIONS OF BLOCKS 6, 7, 11 & 12 OF POMPANO BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 93 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF POMPANO BEACH BOULEVARD AND THE SOUTH RIGHT-OF-WAY LINE OF N.E. 1ST STREET; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF POMPANO BEACH BOULEVARD 1,800 FEET; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, SOUTHEASTERLY ALONG A LINE PERPENDICULAR TO SAID RIGHT-OF-WAY LINE TO THE EROSION CONTROL LINE; THENCE SOUTHWESTERLY ALONG SAID EROSION CONTROL LINE TO THE INTERSECTION OF A LINE PERPENDICULAR TO THE SAID EAST RIGHT-OF-WAY LINE OF POMPANO BEACH BOULEVARD; THENCE NORTHWESTERLY ALONG SAID PERPENDICULAR LINE TO THE POINT OF BEGINNING.

EXHIBIT B



EXAMPLE OF VENDING KIOSK

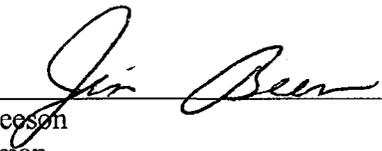
PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #15-046

DATE: July 6, 2015
TO: City Commission
FROM: Planning and Zoning Board/ Local Planning Agency
SUBJECT: Proposed Text Amendments to the Code of Ordinances, Pier Area Portable Vending

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on June 24, 2015, the Board considered text amendments to the Code of Ordinances, Chapter 115, regarding permitting refreshment and kiosks stands in conjunction with the Pier Development project as set forth in the Department of Development Services Administrative Report 15-322.

Staff recommends text amendments to §115.18 and §115.19 permitting refreshment and kiosks stands in the Pier Area in conjunction with the Pier Development project. The text amendments include standards for the Portable Vending Agreement, Portable Vending Master Plan, type and location of vending equipment, merchandise sold, operating hours and so on.

It is the unanimous decision of the Board to support the proposed text amendments.



Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency



MEMORANDUM

DATE: July 21st, 2015

TO: Planning and Zoning

FROM: Juan C. Ayala, CRA Project Manager

THRU: Kim Briesemeister, CRA Executive Director,
Chris Brown, CRA Executive Director

RE: Pier Portable Vending, Section 115.19 - Text amendments

The Community Redevelopment Agency (CRA) is in support of the text amendments and the creation of the new Section 155.19 "Pier Area Portable Vending" of chapter 115, "Miscellaneous Businesses", of the City of Pompano Beach Code of Ordinances. The CRA and city staff on a collaborative effort participated and provided input for the definition of the Portable Vending space regulations, dimensional standards and design guidelines to be followed.



MEMORANDUM

Development Services

MEMORANDUM NO. 15-322

DATE: June 15, 2015
TO: Planning and Zoning Board
VIA: Robin M. Bird, Development Services Director *RB*
FROM: Karen Friedman, AICP, Principal Planner *KBF*
SUBJECT: Text Amendment – Ch 115
§ 115.19 Pier Area Portable Vending.

Staff is recommending text amendments to the Code of Ordinances, Chapter 115, to permit refreshment and kiosks stands in conjunction with the Pier Development project.

Per Section 8.2 of the Amended Development Agreement, approved via Ordinance 2014-49, the City has one year from the effective date of the Development Agreement, to provide the Developer with a set of guidelines for the use of the Beachfront Area, including a description of the types of structures to be permitted, procedure for obtaining design approval of structures and permits, hours of operation etc...The effective date was July 28, 2014. The text amendments submitted for the Planning and Zoning Board's consideration, therefore, have been prepared to satisfy the requirements of Section 8.2 of the amended Development Agreement. Below is an explanation of the proposed amendments:

Explanation

§115.18(B)(4)

- Clarifies that Pier Area Portable Vendors are exempt from the standards in §115.18

§115.19(A)

- The definitions include terms specific to vendors approved to operate in the Pier Area.
- The definition for Portable Vending Agreement clarifies that the developer is authorized to enter into agreements directly with concessionaires. This is consistent with Section 8.3 of the Amended Agreement.
- The definition for Portable Vending Master Plan clarifies that the developer creates the plan for the location of the vending spaces as well as the architecture of the spaces, which requires approval from the City Commission.

§115.19(B)

- Clarifies that the Master Plan must be submitted to the Development Services Department. After receiving approval of the plan from the Development Services Department, the plan must be approved by the City Commission.
- The Master Plan must include architectural schematics, a "site plan", and proof of insurance.

§115.19(C)

- Permits a maximum of four portable vending spaces within the sand and four along the sidewalk. As part of the Portable Vending Master Plan, the Developer gets to select the location of the four spaces within the sand and the four spaces along the sidewalk.
- Provides the maximum threshold for the portable vending space dimensions. However it is also clarified that the overriding requirement is compliance with the prohibited locations.

MEMORANDUM

Development Services

§115.19(D)

- Provides the maximum threshold for the portable vending equipment dimensions. However it is also clarified that the overriding requirement is compliance with the prohibited locations.
- Creates standards for the design and construction of the equipment. As part of the Portable Vending Master Plan, the Developer gets to propose the style/architecture of the equipment.
- Requires the style/architecture of the equipment to be consistent with a shed roof design or with maritime design elements consistent with the beach theme.
- Limits the types of materials permitted.
- Clarifies that the equipment on the sidewalk is limited to preparation of ready to eat foods, while the concession equipment on the sand is permitted to cook food.
- Florida Administrative Code, Section 64E-11.002 defines "ready-to-eat" food as: *"Food that is in a form that is edible without washing, cooking, or additional preparation by the establishment or the consumer and that is reasonably expected to be consumed in that form"*
- Restricts the type of energy sources permitted and strictly prohibits connections to a city electric outlet, internal combustion engines, extension cords, and hazardous power sources.
- Regulates waste receptacles and also addresses grease and other liquid waste.
- Includes a list of prohibited locations for vending equipment, including specific distances from the curb line, crosswalks, etc... as well as not blocking access to various locations including building entrances, bicycle racks etc...

§115.19(E)

- Clarifies that the equipment must stay stationary during hours of operation and cannot traverse the sidewalk (such as a mobile ice cream vendor might do).
- Requires the vendors to obtain a BTR.
- Limits only one portable vending equipment in a portable vending space.
- Prohibits certain types of merchandise, including alcoholic beverages, tobacco products and paraphernalia, chewing gum and other uses prohibited in the AOD.
- References the maintenance standards in the Development Agreement.
- Requires the concessionaire to maintain a 25 ft radius of their site free of trash and debris.
- Requires all damage to city property to be remedied by the concessionaire within 24 hours of notice by the City.
- Clarifies the concessionaires are not exempt from the Noise Ordinance and are not eligible for an exemption.
- Includes procedures for hurricane warnings.
- Limits the hours of operation and hours of loading. Also permits additional hours of operation during special events.
- Prohibits most accessory equipment, including tables, chairs, racks, and signage.

Staff's Request

The proposed revisions to §115.19 are being presented to this Board as a courtesy. However, Staff is seeking a positive endorsement of the proposed revisions.

G:\Zoning 2009\Code Rewrite\Code Amendments\Pier Project related Text Amendments\P&Z_June 2015\Memo_P&Z.doc

§ 115.18 MOVING VENDOR, ITINERANT MERCHANT, OR PEDDLER.

(B) Intent. It is found and declared that:

(4) The regulations contained in this section are not applicable to Portable Vendors approved to operate per § 115.19 Pier Area Portable Vending.

§ 115.19 PIER AREA PORTABLE VENDING.

(A) **Definitions.** For the purpose of this Section, the following definitions shall apply to the Pier Area, unless the context clearly indicates or requires a different meaning.

- (1) **PORTABLE VENDING AGREEMENTS ("AGREEMENTS").** A document issued by the Pier Developer to a Portable Vending Concessionaire for use of a designated Portable Vending Space. The agreement shall set forth the terms and conditions for use in accordance with approved policies and procedures. Additionally, the Portable Vending Concessionaire shall be required to comply with all applicable laws and ordinances.
- (2) **PORTABLE VENDING SPACE.** An assigned space located within one of the Zones and whose location is depicted on the Portable Vending Master Plan.
- (3) **PORTABLE VENDING CONCESSIONAIRE.** A person, corporation, company, or business authorized to operate Portable Vending Equipment in the Pier Area.
- (4) **PORTABLE VENDING EQUIPMENT.** A small, portable structure, which is open at one or more sides, which is a self contained, and from which services or merchandise may be sold.
- (5) **PORTABLE VENDING MASTER PLAN.** A plan submitted by the Pier Developer and approved via Resolution by the City Commission which depicts the general location of all proposed Portable Vending Equipment, architecture of the Portable Vending Equipment, access and loading for the Portable Vending Equipment, and other relevant information
- (6) **PIER AREA.** That portion of the beach, right-of-way and other lands as described in Exhibit "A" and including the Pompano Beach Municipal Pier.
- (7) **SAND ZONE.** As depicted on the Portable Vending Master Plan, that portion of the Pier Area defined as Sand Zone.
- (8) **SIDEWALK ZONE.** As depicted on the Portable Vending Master Plan, that portion of the Pier Area defined as Sidewalk Zone.

(B) REQUIRED APPROVAL

Prior to installation of any portable vending equipment, the Pier Developer shall first submit the proposed Portable Vending Master Plan to the Development Services Department for review and approval. After approval by the Development Services Department, the Pier Developer must obtain approval of the Portable Vending Master Plan by the City Commission via Resolution. The following documentation shall be submitted and shall comply with applicable standards:

- (1) Architectural schematics including information about materials.
- (2) Site Plan depicting the following:
 - a. Method of installation and removal of the concession equipment;
 - b. Dimensions of the concession equipment;
 - c. Loading and Unloading plan;
 - d. Provision for ADA Accessibility (unless applicant demonstrates not required);
 - e. Dimensions of all signage;
 - f. Depiction of location of-on-site disposal of business related wastes;
 - g. Depiction and location of power sources; and
 - h. Any other information as may be required.
- (3) Proof of an insurance policy issued by an insurance company properly authorized and approved to do business in the state protecting the business tax receipt holder and the city from all claims for damages to property and bodily injury, including death, which may arise from operations under or in connection with the subsection; such insurance shall be at least the amount of \$300,000 for each occurrence and \$100,000 per person.

(C) PORTABLE VENDING SPACE REGULATIONS.

The dimensional standards and the limitation on the number of Portable Vending Spaces are shown in Table 115.19(C). However the maximum dimensional standards shall not be construed as to allow Portable Vending Equipment and/or any permitted accessory equipment to be located within a prohibited location as listed in 155.19.D.3.

<u>Zone</u>	<u>Maximum Length (in feet)</u>	<u>Maximum Width (in feet)</u>	<u>Maximum number of Portable Vending Spaces in Zone</u>
<u>Sand Zone</u>	<u>12'-6"</u>	<u>12'-6"</u>	<u>4</u>
<u>Sidewalk Zone</u>	<u>12'-6"</u>	<u>12'-6"</u>	<u>4</u>

(D) PORTABLE VENDING EQUIPMENT STANDARDS.

(1) The dimensional standards for the Portable Vending Equipment are shown in Table 115.19(D)(1). However the maximum dimensional standards shall not be construed as to allow Portable Vending Equipment and/or any permitted accessory equipment to be located within a prohibited location as listed in 155.19.D.3.

<u>Zone</u>	<u>Maximum Length (in feet)</u>	<u>Maximum Width (in feet)</u>	<u>Maximum Height (in feet)</u>
<u>Sand Zone</u>	<u>10'-0"</u>	<u>8'-0"</u>	<u>10'-6"</u>
<u>Sidewalk Zone</u>	<u>10'-0"</u>	<u>8'-0"</u>	<u>10'-6"</u>

(2) Design and Construction. Portable Vending Equipment shall be constructed and designed in compliance with the following standards.

- a. The color and style theme of the Portable Vending Equipment shall be consistent with the adjacent pavilions, restroom facilities and/or other maritime design elements consistent with the beach style theme.
- b. The architectural design shall reflect the "Shed roof" design demonstrated in the example of vending kiosk in Exhibit "B" and/or other maritime design elements consistent with the beach style theme.
- c. The Portable Vending Equipment shall be constructed of durable material. No plastic, unfinished, or pressure treated wood shall be visible.
- d. The Portable Vending Equipment shall have no features which would be a nuisance or hazardous to public safety.
- e. All materials must be in accordance with all Local, State, and Federal rules and regulations.
- f. All signage must be securely attached to the Portable Vending Equipment.
- g. No permanent fixtures, facilities or encroachments may be affixed to the sidewalk or to any paved area, if applicable.
- h. **Cooking Apparatus.**
 - i. Food preparation for Portable Vending Equipment located within the Sidewalk Zone is strictly limited to ready-to-eat foods only, and shall be in accordance with this section and state regulations.
 - ii. Food preparation for Portable Vending Equipment located within the Sand Zone shall be in accordance with this section and state regulations.

- i. **Energy Supply.** All Portable Vending Equipment must be entirely self-sufficient in regards to gas, water, and telecommunications and comply with the following standards:
 - i. Portable Vending Equipment must provide their own safe power sources, if any are required.
 - ii. Portable Vending Equipment may be propelled by an electric motor or similar mechanical device.
 - iii. Connection to electric outlets or power sources owned by the city or on private property is prohibited.
 - iv. Internal combustion engines or other similar mechanical devices are prohibited.
 - v. Extension cords are prohibited; and
 - vi. Generators, car, truck, motorcycle, or boat batteries or any other power sources deemed hazardous to the public health, safety or welfare by a police or code officer are prohibited

- j. **Waste Receptacles.** All Portable Vending Equipment must be self-contained with a waste receptacle. Portable Vending Concessionaires shall comply with the following standards:
 - i. Portable Vending Concessionaires permitted to sell food and/or beverages shall also provide a waste receptacle available for patron's use;
 - ii. Portable Vending Concessionaires must not empty any waste into City-owned trash receptacles;
 - iii. Portable Vending Concessionaires shall not allow any fluids to be discharged from the Portable Concession equipment or any accessory equipment;
 - iv. No liquid waste or grease shall be disposed in tree pits, storm drains, or onto the sidewalks, streets, or other public space; and
 - v. The Portable Vending Concessionaires is responsible for the removal of grease from sidewalk and street surfaces resulting from the daily operation, unloading, and loading of the Concession Equipment and any accessory equipment.

- (3) **Prohibited Locations.** No portion of Portable Vending Equipment and/or any permitted accessory equipment shall be located as follows:
- a. Outside of the assigned Portable Vending Space;
 - b. Overhanging the Portable Vending Space boundary line;
 - c. Leaning against or hanging from any building, structure, tree or other plant.
 - d. For portions of the equipment less than seven feet above grade only, within the following locations):
 - i. Seven feet from the curb line and from street furniture; and
 - ii. Ten feet from crosswalks, planters and fire hydrants
 - e. Blocking the following:
 - i. Pedestrian or vehicular traffic
 - ii. Access to an entrance to a building
 - iii. Access to a bicycle rack
 - iv. Access to a trash receptacle; and
 - v. A sprinkler inlet or standpipe inlet (both wet and dry).

(E) OPERATIONAL STANDARDS.

- (1) Portable Vending Concessionaires shall be assigned a specific Portable Vending Space.
 - a. During the hours of operation, the Portable Vending Equipment must remain within the boundaries of the assigned Portable Vending Space.
 - b. A separate business tax receipt will be required for each Portable Vending Space.
 - c. No more than one Portable Vending Equipment shall be located in one Portable Vending Space.
 - d. Portable Vending Equipment shall be parallel to the curb, with the longest side of the Portable Vending Equipment parallel to the curb.

- (2) **Prohibited Merchandise.** Portable Vending Concessionaires shall be prohibited from selling any of the following:
- a. Alcoholic beverages, including beer, wine, and liquor;
 - b. Cigarettes and all tobacco products and/or smoking apparatus;
 - c. Chewing Gum; and
 - d. Operating as any use that is prohibited in the Atlantic Boulevard Overlay District, per Zoning Code Section 155.3703.2.a.
- (3) **Maintenance Standards.** In addition to the Maintenance Standards included in the Pier Developer's Agreement, Portable Vending Concessionaires shall comply with the following:
- a. Portable Vending Concessionaires shall maintain their designated space in a clean, hazard-free condition;
 - b. Portable Vending Concessionaires shall maintain an area within a radius of 25 feet of their designated space in a clean condition which is free of trash and debris; and
 - c. Portable Vending Concessionaires shall not leave any location without first picking up, removing and properly disposing of all trash, materials, or refuse remaining from any sales, transactions, or the conduct of the operation.
 - d. Any damage caused by the Concessionaire to City property including, but not limited to, the sidewalk, shall be repaired by the Concessionaire within 24 hours of notice of damage by the City Manager, or his designee. If any such damage is not repaired within 24 hours of notice of damage by the City Manager, or his designee, it is understood that the City will take the necessary steps to complete the work and charge the Concessionaire for the restoration costs.
- (4) **Noise Standards**
- a. Portable Vending Concessionaires shall not cause or permit any sound to exceed the sound limits set forth §97.20.A.
 - b. Portable Vending Concessionaires are not eligible for the Noise Control Exemption as listed in §97.40.
- (5) **Hurricane Warning**
- a. The City Manager or designee may cause the immediate removal or relocation of all or parts of the Concession Equipment in emergency situations or for safety considerations.
 - b. Upon the issuance of a hurricane warning by the county, the Portable Vending Concessionaires shall forthwith cease operation and remove all equipment. The issuance of such a hurricane warning shall constitute an emergency situation. As additional means of enforcement, the city may remove any equipment and/or merchandise found on public property two hours after the issuance of a hurricane warning. Any and all costs incurred by the city for removal and/or storage of portable concession equipment and/or merchandise shall be the responsibility of the Portable Vending Concessionaires. The city is not responsible for any damages or loss of equipment or merchandise which is lawfully confiscated.
 - c. If the Zone or Portable Vending Space assigned for a Portable Vending Concessionaire through a permit is needed for a special event, municipal repairs or other city business, or relocation or suspension is otherwise in the best interest of the public, the city manager or designee may temporarily or permanently relocate the Portable Vending Concessionaire to a different zone or location, or temporarily suspend (if no alternative is available) the Portable Vending Concessionaire's operation.
- (6) **Hours of Operation.**
- a. Hours of operation shall be limited to 9:00 a.m. until 9:00 p.m.
 - b. Loading and unloading times are restricted to 8:00 a.m. to 9:00 a.m. and 9:00 p.m. to 10:00 p.m.
 - c. During City-sponsored special events, where the special event's hours exceed those listed in this section, the Portable Vending Concessionaire may operate according to the special events hours of operation.

- (7) **PROHIBITED ACCESSORY EQUIPMENT.** The following Accessory Equipment is prohibited:
- a. Tables;
 - b. Fences;
 - c. Chairs;
 - d. Other site furniture; and
 - e. Mobile display racks and stands.

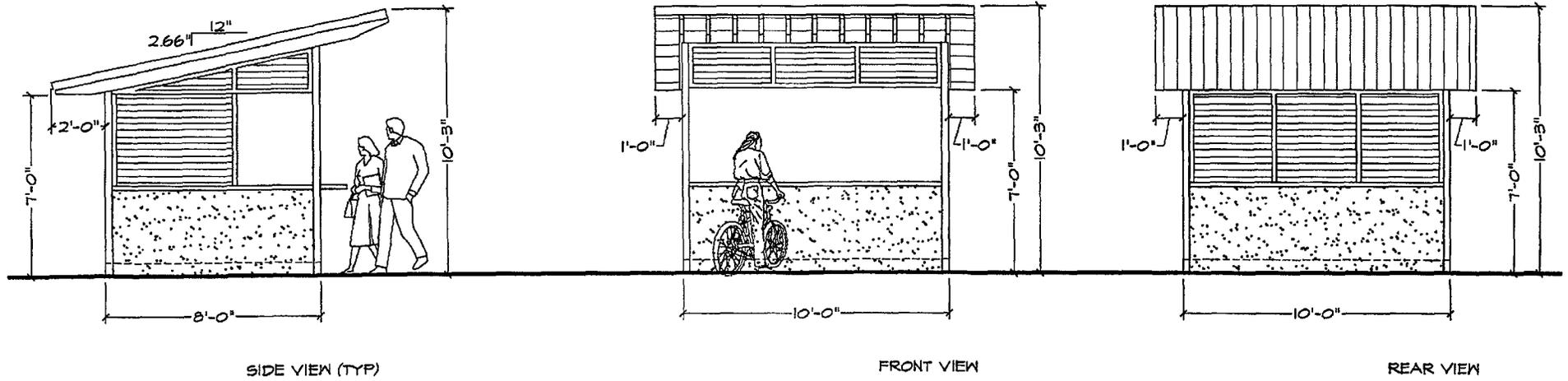
EXHIBIT A

Legal Description of Beachfront Area

PORTIONS OF BLOCKS 6, 7, 11 & 12 OF POMPANO BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 93 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF POMPANO BEACH BOULEVARD AND THE SOUTH RIGHT-OF-WAY LINE OF N.E. 1ST STREET; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF POMPANO BEACH BOULEVARD 1,800 FEET; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, SOUTHEASTERLY ALONG A LINE PERPENDICULAR TO SAID RIGHT-OF-WAY LINE TO THE EROSION CONTROL LINE; THENCE SOUTHWESTERLY ALONG SAID EROSION CONTROL LINE TO THE INTERSECTION OF A LINE PERPENDICULAR TO THE SAID EAST RIGHT-OF-WAY LINE OF POMPANO BEACH BOULEVARD; THENCE NORTHWESTERLY ALONG SAID PERPENDICULAR LINE TO THE POINT OF BEGINNING.

EXHIBIT B



EXAMPLE OF VENDING KIOSK

original 22

ORDINANCE NO. 2014-49

**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 AMENDED AND RESTATED DEVELOPMENT AGREEMENT RELATING TO CITY PROPERTY LYING BETWEEN NORTH OCEAN BOULEVARD (A1A) AND THE ATLANTIC OCEAN AND BETWEEN ATLANTIC BOULEVARD (S.R. 814) AND NE 5TH STREET BETWEEN THE CITY OF POMPANO BEACH AND POMPANO PIER ASSOCIATES, LLC; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City owns property which is a prime redevelopment parcel located as a landmark site between A1A and the ocean, and between Atlantic Boulevard and NE 5th Street, hereinafter the "Property"; and

WHEREAS, the City and Pompano Pier Associates, LLC, ("Developer") entered into an agreement for the development of the Property, City Ordinance No. 2013-39; and

WHEREAS, City and Developer now desire to amend the said agreement for the development of the Property; and

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That the foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct.

SECTION 2. That An Amended and Restated Development Agreement between the City of Pompano Beach and Pompano Pier Associates, LLC, a copy of which agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 3. That the proper City officials are hereby authorized to execute said agreement.

SECTION 4. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5. This Ordinance shall become effective upon passage.

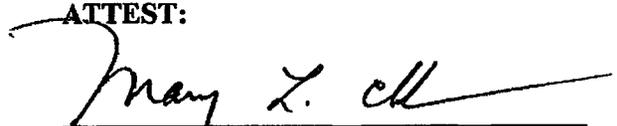
PASSED FIRST READING this 8th day of July, 2014.

PASSED SECOND READING this 22nd day of July, 2014.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
6/26/14
L:ord/2014-319

- 7.8.1. **Parcel C2 Improvement Cost.** The Parcel C2 Improvement Cost must be at least \$1,000,000. Developer agrees to expend a minimum of 50% of the Parcel C2 Improvement Cost during the first two years of the Lease Term of the Parcel C2 Ground Lease, and the balance of the Parcel C2 Improvement Cost during the second two years of the Lease Term.
- 7.8.2. **Parcel C2 Minimum Rent.** The Minimum Rent for Parcel C2 will be \$75,000 per Lease Year.
- 7.8.3. **Parcel C2 Percentage Rent.** The Percentage Rent for Parcel C2 will be 1.25% of the Gross Revenue of Parcel C2 in excess of \$6,000,000.
- 7.9. **Increases to Minimum Rent and Percentage Rent Threshold.** The Minimum Rent and the threshold for Percentage Rent ("**Percentage Rent Threshold**") for each Parcel will remain constant for a period of 5 Lease Years. Beginning in the 6th Lease Year, and every five years thereafter, the Minimum Rent and the Percentage Rent Threshold will increase by 7.5% .
8. **Grant of License for Beachfront Area.** City grants to Developer a non-exclusive license ("**Beachfront License**") to use a portion of the property described in Exhibit E ("**Beachfront Area**") for any uses permitted by the applicable Governmental Requirements, other than the uses set forth in the Concessionaire Agreement between the City and Oceanside Beach Service, Inc., dated July 12, 2012 and attached as Exhibit F ("**OBS Agreement**"). The term of the Beachfront License will begin on the Effective Date of this Agreement and end upon expiration of the Lease Term of the last Parcel Ground Lease to be in effect. Under the Beachfront License, Developer will have the right, subject to all Governmental Requirements, to develop structures such as kiosks and refreshment stands in the Beachfront Area, and to enter into concession or use agreements ("**Beachfront Concession Agreements**") with concessionaires ("**Beachfront Concessionaires**").
- 8.1. **Overlap Between Beachfront Area and Property.** City and Developer acknowledge that the Beachfront Area encompasses a portion of the Property which will be subject to one or more Parcel Ground Leases in the future. If Developer or the Parcel Tenant, after leasing the Parcels included within the Beachfront Area, continues to use any portions of those Parcels for beachfront concessions, the provisions of this Section 8 will continue to apply to the concessions being operated within the Beachfront Area.
- 8.2. **City to Provide Beachfront Area Guidelines.** Within one year after the Effective Date, City will provide Developer with a set of guidelines for the use of the Beachfront Area, including a description of the types of structures to be permitted, procedure for obtaining design approval of structures and permits, hours of operation, etc.
- 8.3. **Developer's Concession Agreements.** Developer must provide copies of all executed Beachfront Concession Agreements to City within ten days after execution. Each Beachfront Concession Agreement must include the following provisions

- 8.3.1. **Maintenance.** A provision requiring the Beachfront Concessionaire to maintain in clean condition the portion of the Beachfront Area used by it, including the removal on a daily basis of all litter and debris resulting from the concession operation.
- 8.3.2. **Insurance.** A provision requiring the Beachfront Concessionaire to provide the insurance required by the City's Standardized Insurance Requirements attached as **Exhibit G**.
- 8.3.3. **Sales Tax.** A provision requiring the Beachfront Concessionaire to remit to the appropriate Governmental Authority all sales tax and any other taxes required by the applicable Governmental Requirements to be collected by the Beachfront Concessionaire.
- 8.3.4. **City Requirements for Audits and Recordkeeping.** A provision requiring the Beachfront Concessionaire to comply with the City's requirements regarding audits and recordkeeping as set forth below.
- 8.3.5. **City's Rights.** An acknowledgment by the Beachfront Concessionaire that the City has the right to terminate the Beachfront Concession Agreement with or without cause upon 30 days written notice to Developer and the Beachfront Concessionaire.
- 8.4. **City's Right to Revoke Concession Agreements.** City will have the right to terminate any Beachfront Concession Agreement with or without cause by giving 30 days written notice of termination to Developer and the Beachfront Concessionaire.
- 8.5. **Sharing of Revenue from Beachfront Area.** The revenue generated by Developer's Beachfront License will be shared by Developer and City as follows:
 - 8.5.1. **Percentage Rent.** If Developer is receiving Percentage Rent under a Beachfront Concession Agreement, City will receive 50% of the Percentage Rent received by Developer.
 - 8.5.2. **Fixed Rent.** If Developer is receiving a fixed rent or collecting any fees or charges under a Beachfront Concession Agreement, City will receive 50% of the fixed rent, fees, and charges received by Developer.
 - 8.5.3. **Payments to City.** Developer will remit City's share of the revenue from the Beachfront Area quarterly on first day of January, April, July and October. Developer will deliver the payments to the following address, with a statement listing each separate Beachfront Concession Agreement, the amount of rent received by Developer under the respective agreement, the time period covered, and the amount remitted to City for the respective Beachfront Concession Agreement:

City of Pompano Beach Treasury Division
100 West Atlantic Boulevard, Room 135
Pompano Beach, Florida 33060
Attention: Revenue Collections Manager, Room 135

- 8.6. **Developer's Rights of First Refusal.** Beginning on the Effective Date of this Agreement, if the City desires to enter into a Beachfront Concession Agreement with a party, the Developer will have a right of first refusal to provide the concession use (whether a service, food, or goods) in the Beachfront Area on the same (or better) terms than those proposed by the proposing party. The right of first refusal will operate as follows:
- 8.6.1. **Unsolicited Concession Proposals.** If an unsolicited proposal comes to the City which the City is interested in pursuing, City will provide Developer with a copy of the proposal, and Developer will have a period of 30 days in which to notify the City that it wishes to exercise its right of first refusal for the proposed concession. Developer will then have a period of 30 days from its notice to the City to sign a Beachfront Concession Agreement with either the proposer or with another entity to provide the same services or goods. If Developer fails to sign a Beachfront Concession Agreement within the 30-day period, the City may thereafter enter into the concession agreement for its own benefit.
- 8.6.2. **Concession Requested by City.** If the City desires to enter into a concession agreement for a particular use in the Beachfront Area, City will provide Developer with notice of the City's desire, and Developer will have a period of 30 days in which to notify City that Developer wishes to provide the concession use in the Beachfront Area. Developer will then have a period of 30 days from its notice to the City to sign a Beachfront Concession Agreement for the use desired by the City. If Developer fails to sign a Beachfront Concession Agreement within the 30 day period, the City may thereafter issue a request for proposal (if required) for the desired use, and may enter into a concession agreement for the desired use, without further notice to Developer.
- 8.6.3. **Developer's Right to Object to Concessions.** If Developer has a reasonable objection to goods or services to be provided under a concession agreement requested by City, Developer must give City written notice of its objection, and the reasons for its objection, within 10 days after City has given Developer notice of the proposed concession. If City determines (in its sole but reasonable discretion) that Developer's objection is reasonable, then City will refrain from entering into the proposed concession agreement.
- 8.7. **Revenues from City's Operations in Beachfront Area.** City will receive 100% of all revenues from any concession agreements entered into by City for the Beachfront Area. Developer will have no right to any revenues received by City from any of the following:
- 8.7.1. **Concessions.** Concession agreements entered into by City and a third party;
- 8.7.2. **Pavilions.** Any operations at City's existing and future pavilions and structures located in the Beachfront Area, including any existing or future lifeguard stations;

- 8.7.3. **Rental Fees.** Any fees paid to City for rental of City's beachfront pavilions.
- 8.8. **No Competing Concessions.** City agrees that it will not enter into any concession agreements in the Beachfront Area which directly compete with any existing or proposed uses of the Property.
- 8.9. **City Events in Beachfront Area.** The City currently uses the Beachfront Area for certain major events ("**Major City Events**") which are presented by or sponsored by the City, such as a city-wide seafood festival, 4th of July celebration, and similar events. Developer acknowledges and agrees that the City will have the continuing right to carry on Major City Events in the Beachfront Area during the term of this Agreement, as long as City provides Developer with at least 60 days prior written notice of any Major City Event.
- 8.10. **Food Trucks.** Subject to the provisions of Sections 100.40 and 115.18 of the City of Pompano Beach Code of Ordinances ("**City Code**"), as well as any other applicable Governmental Requirements, during any Major City Event, both City and Developer will be permitted to have food trucks or similar types of temporary or mobile food, vending or retail businesses in the rights of way adjacent to the Property and the Beachfront Area. City and Developer will each retain the food truck revenues generated by their respective food trucks.
9. **Gross Revenue.** For purposes of calculating the Percentage Rent due under any Parcel Ground Lease or any Beachfront Concession Agreement, the term "**Gross Revenue**" means any and all revenue (whether cash, credit or barter) paid to or collected by (a) any individual or entity that uses or occupies any portion of a Parcel (a "**Subtenant**"), and by (b) any Beachfront Concessionaire.
- 9.1. **Exclusions from Gross Revenue.** Gross Revenue does not include any of the following:
- 9.1.1. Parking Revenue generated by the Property;
- 9.1.2. Insurance loss proceeds which are applied toward restoration of the Improvements;
- 9.1.3. Any award or payment made by a Governmental Authority in connection with the exercise of any right of eminent domain, condemnation, or similar right or power;
- 9.1.4. Sales taxes;
- 9.1.5. Employee meals, if free or discounted for such employees and their immediate family members, and
- 9.1.6. The proceeds of any sale of a Subtenant's business to a third party.
10. **Reporting of Gross Revenue.** Developer and all Subtenants and Beachfront Concessionaires must report Gross Revenue in a format which identifies and shows the dollar amount of any item which is excluded from Gross Revenue. All reports of Gross Revenue used to calculate any payments due City under this Agreement, any Parcel Ground Lease, any sublease of a portion of a Parcel ("**Sublease**"), or any Beachfront

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 152.20, 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, AND 152.36 TO REVISE STANDARDS REGARDING FLOODPLAIN MANAGEMENT REGULATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Staff is recommending text amendments to Chapter 152, Building, regarding Floodplain Management Regulations. In 2014 the City adopted a "Model Ordinance" with the new FIRM Panels. In the interim, Staff 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. "FIRM stands for "Flood Insurance Rate Maps". The FIRM Panels show the flood hazard boundaries."

- (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	07/01/2015	Approval	Memo #15-360 <i>[Signature]</i>
City Attorney	07/06/2015	Approval	Memo #2015-1224 <i>[Signature]</i>
X City Manager	<i>[Signature]</i>		<i>[Signature]</i>

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



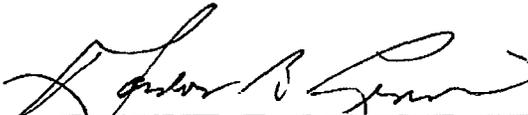
City Attorney's Communication #2015-1224
July 6, 2015

TO: Karen Friedman, AICP, Planner
FROM: Gordon B. Linn, City Attorney
RE: Ordinance Amending Chapter 152, "Buildings"

As requested in your memorandum of July 1, 2015, Department of Development Services Memorandum No. 15-360, the following form of Ordinance, relative to the above-referenced matter, has been revised and is attached:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 152, "BUILDINGS," 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; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Please carefully review the Ordinance to ensure that it meets with your desires.



GORDON B. LINN

/jrm
l:cor/dev-srv/2015-1224

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 152.20, "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; 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 152.20, "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 2. 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 3. 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 4. 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~~ is 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 5. 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 6. 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 7. 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 8. 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:

...

(~~H~~ G) *Conditions for issuance of variances.* Variances shall be issued only upon:

...

SECTION 9. 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 10. 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 11. 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 2)~~ Compliance with the site improvement and utilities requirements of § 152.31 of ~~this ordinance~~ the Floodplain Regulations.

SECTION 12. 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 D) *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, 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 13. 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.

...

SECTION 14. 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 15. 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~~ 2) 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~~ 3) Be constructed of flood damage-resistant materials; and

(~~§~~ 4) 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 16. 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 17. 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 18. 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
7/6/15
L:ord/ch152/2015-413



MEMORANDUM

Development Services

MEMORANDUM NO. 15-360

DATE: July 1, 2015

TO: Gordon Linn, City Attorney

CC: Miguel Nunez, Building Official

VIA: Robin M. Bird, Development Services Director *RB*

FROM: Karen Friedman, AICP, Planner *KBF*

SUBJECT: Request for Ordinance, §152 - Floodplain Management Regulations
City Commission Hearing July 28, 2015

Please prepare an ordinance for revisions to §152 regarding Floodplain Management Regulations

The revisions are included in the following Ordinance:

GBL/jrm
5/22/15
L:ord/ch152/2015-328

I have included the sections to be prepared in the ordinance.

Should you have any questions or comments, please contact me at extension 7792.

G:\Zoning 2009\Code Rewrite\Code Amendments\152.12 bdlg permit fees\July 28 2015 CC\Memo_CA-ORD_152_Flood.doc

Meeting Date: July 28, 2015

Agenda Item 21

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 REINSTATEMENT AND ADDENDUM NO. 11 TO CONTRACT FOR COLLECTION AND DISPOSAL OF SOLID WASTE BETWEEN THE CITY OF POMPANO BEACH AND WASTE MANAGEMENT INC. OF FLORIDA D/B/A SOUTHERN SANITATION SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE (NO ADDITIONAL COST).

Summary of Purpose and Why: The Public Works Department is in the process of concluding negotiations with the successful bidder (Waste Management) from the Request for Proposal (RFP) for solid waste hauling services. Due to the complex nature of procuring these services, it is necessary to extend the existing contract for the collection with Waste Management. This contract extension is through October 31, 2015. This will allow time necessary to finalize the contract.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Russell Ketchem, Solid Waste Manager
- (2) Primary staff contact: Robert McCaughan, Public Works Director Ext. 4097
- (3) Expiration of contract, if applicable: July 31, 2015
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Budget	<u>7-17-15</u>	<u>Approval</u>	<u>[Signature]</u>
Public Works	<u>07/16/2015</u>	<u>Approve</u>	<u>Robert McCaughan</u>
Finance	<u>7/17/15</u>	<u>Approval</u>	<u>[Signature]</u>
City Attorney	<u>7/17/15</u>		
General Services	<u>7-17-15</u>	<u>Approve</u>	<u>Cassette to Museum for Ohs Thomas</u>

Advisory Board
 Development Services Director
 City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading <u>7/28/2015</u>	1st Reading _____	Results: _____	Results: _____
2nd Reading <u>7/28/2015</u>	_____	_____	_____
_____	_____	_____	_____



City Attorney's Communication #2015-1230

July 8, 2015

TO: Russell Ketchem, Solid Waste Manager
FROM: Mark E. Berman, Assistant City Attorney
RE: Ordinance – Reinstatement and Addendum No. 11 to Waste Contract

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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A REINSTATEMENT AND ADDENDUM NO. 11 TO CONTRACT FOR COLLECTION AND DISPOSAL OF SOLID WASTE BETWEEN THE CITY OF POMPANO BEACH AND WASTE MANAGEMENT INC. OF FLORIDA D/B/A SOUTHERN SANITATION SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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



MARK E. BERMAN

/jrm
l:cor/pw/2015-1230

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A REINSTATEMENT AND ADDENDUM NO. 11 TO CONTRACT FOR COLLECTION AND DISPOSAL OF SOLID WASTE BETWEEN THE CITY OF POMPANO BEACH AND WASTE MANAGEMENT INC. OF FLORIDA D/B/A SOUTHERN SANITATION SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Reinstatement and Addendum No. 11 to Contract for Collection and Disposal of Solid Waste between the City of Pompano Beach, Florida, and Waste Management Inc. of Florida d/b/a Southern Sanitation Service, a copy of which Reinstatement and Addendum 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 Reinstatement and Addendum.

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
7/8/15
L:ord/2015-415

**REINSTATEMENT AND ADDENDUM NO. 11
TO CONTRACT FOR
COLLECTION AND DISPOSAL OF SOLID WASTE**

THIS REINSTATEMENT AND ADDENDUM is made and entered this ____ 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 **WASTE MANAGEMENT INC. OF FLORIDA** d/b/a SOUTHERN SANITATION SERVICE, hereinafter referred to as the "CONTRACTOR."

WHEREAS, that a contract between the parties commenced on October 1, 1984, providing for the collection and disposal by CONTRACTOR of solid waste generated within the city and said Contract has been amended by Addendum No. 1 through Addendum No. 10 thereto (the "Contract"); and

WHEREAS, the Original Agreement, as extended, has lapsed without renewal; and

WHEREAS, the parties desire to reinstate and to extend the term of the Original Agreement through October 31, 2015.

WITNESSETH:

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

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The Original Agreement dated October 1, 1984, and subsequently amended, copies of which are attached hereto and made a part hereof as Composite Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.
3. The parties hereto agree to extend the Original Agreement through October 31, 2015.

4. All terms, covenants and conditions contained in the Original Agreement, with the exception of the provision for the extension, hereinabove, shall remain unchanged, and the parties agree to keep, observe and perform all covenants and conditions contained herein.

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

"CONTRACTOR":

Witnesses:

WASTE MANAGEMENT INC. OF FLORIDA
a Florida corporation

By: _____

Print Name

Typed or Printed Name

Title: _____

Print Name

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ as _____ of WASTE MANAGEMENT INC. OF FLORIDA, 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

GBL/jrm
7/8/15
L:agr/pw/2015-1229

A CONTRACT BETWEEN THE
CITY OF POMPANO BEACH
AND
BROWARD DISPOSAL,
A SUBSIDIARY OF WASTE MANAGEMENT, INC. OF FLORIDA

FOR
COLLECTION AND DISPOSAL
OF
SOLID WASTE

OCTOBER 1, 1984
THROUGH
SEPTEMBER 30, 1989

CONTRACT

The City of Pompano Beach, a municipal corporation of the State of Florida, Broward County, Florida, shall hereinafter be referred to as "the City" and Broward Disposal, a division of Waste Management of Florida, Inc., shall hereinafter be referred to as "the Contractor".

Now, therefore, in consideration of the mutual covenants, agreements and considerations contained herein, the City and Contractor hereby agree as hereinafter set forth:

1. EXCLUSIVE RIGHT

The City grants to the Contractor the continued exclusive right and obligation to provide solid waste collection services within the City boundaries, present and future. Contractor agrees to commence servicing any newly annexed areas within twenty-four (24) hours after official written notification by the City.

2. TERM

The term of this Contract shall be for a five (5) year period beginning October 1, 1984, and terminating September 30, 1989.

3. OPTION TO RENEW

The parties hereto may extend this Contract for subsequent five (5) year renewal terms by mutual consent in writing at least

120 days prior to the expiration of the current term or extension thereof. This Contract may be terminated by either party hereto at the end of the initial term or any extension thereof by giving written notice not less than 120 days prior to the expiration of the then current term.

4. SERVICES

A. Residential and Commercial: All persons occupying or maintaining a place of residence in single, duplex or triplex family dwelling, multiple dwelling and commercial establishments shall be provided regular solid waste collection services at least two (2) times per week under this Contract; provided, however, in the event garbage is not part of the solid waste generated at a commercial establishment, collection shall occur as deemed necessary and as determined between the Contractor and the commercial customer. All units are required to receive such service. The City in its discretion may adjust the required weekly pick-up for bulk containers.

B. BULK COLLECTION:

(1) Twice (2) a year, the Contractor shall at no charge provide bulk containers at three (3) locations designated by the City for the purpose of permitting the residents of the City to bring to the containers and to dispose of their bulk items. These containers will remain at the designated sites for two (2) days. Thereafter, the Contractor shall, at no charge, properly dispose of all such items which are deposited into the containers during such periods. The City shall be responsible for notifying the residents of the place and date of such free

bulk service.

(2) The City shall at all other times continue to pick up bulk items on a daily basis for the fee it establishes.

C. Collection of City Buildings:

(1) The Contractor shall collect the solid waste at all City buildings pursuant to rates hereafter set forth. However, the City shall be entitled to a credit of \$1,000.00 per month on each bill.

(2) The Contractor shall supply the City's Public Works Department at no charge one (1) 15 cu. yd. roll-out container.

(3) The City shall be given a credit by Contractor of \$10,000.00 per year towards the costs incurred by the City in disposing of waste at the Waste Management of Florida, Inc. landfill.

5. HOURS

A. Residential: Collections shall be made in residential areas beginning at 7:00 a.m., with no service on Sunday, except in the time of emergency or to maintain schedules due to holidays.

B. Commercial: Collections shall be made between the hours of 6:00 a.m. and 9:00 p.m., with the exception of shopping centers and primarily business and industrial centers, where collections at other hours at night or early morning do not disturb the immediate residential area.

6. SPILLAGE AND LITTER

The Contractor shall not litter premises in the process of making collections, but it shall not be required to collect any waste material that has not been placed in approved containers or in a manner not herein provided. During hauling, all solid waste shall be contained, tied or enclosed so that leaking, spilling or blowing are prevented. In the event of spillage by the Contractor, the Contractor shall promptly clean up the litter.

7. APPROVED CONTAINERS

Amounts and types of solid waste placed in containers for collection shall be stored in approved containers which are defined and described in Paragraph 15 of this Contract.

8. UNAPPROVED CONTAINERS

The Contractor shall not be required to collect solid waste unless it is in approved containers, except as provided for in special haul services.

9. SPECIAL MATERIALS

The Contractor shall provide haul service for materials not routinely generated in residential areas. Said materials, i.e. construction debris, animal bedding, or other unusual materials shall be stored and placed in a manner approved by the City and the Contractor.

10. EXTRA-ORDINARY MATERIALS

Hazardous wastes, body wastes, dead animals, abandoned vehicles, vehicle parts, large equipment and parts thereto will not be collected by the Contractor unless specifically requested by the generator and agreed to by the Contractor.

11. COLLECTION EQUIPMENT

The Contractor shall have on hand at all times, in good working order, such equipment as shall permit the Contractor, adequately and efficiently, to perform its duties hereunder.

Equipment shall be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage collection equipment shall be of the enclosed, loadpacker type and all equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. The Contractor shall have available to it at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall substantially correspond, in size and capacity, to the equipment used by the Contractor to perform its duties hereunder.

12. OFFICE

The Contractor shall establish and maintain an office within the City of Pompano Beach where such service may be applied for and complaints can be made. It shall be equipped with sufficient telephones, shall have a responsible person in charge during collection hours, and shall be open during normal business hours, Monday through Friday 8:30 a.m. to 5:00 p.m., and Saturday 8:30 a.m. to 12:00 p.m. All complaints received shall be expeditiously handled in the manner set forth in Paragraph 23 hereafter.

13. TITLE TO WASTE

Contractor shall have vested title to all solid waste materials generated and picked up by the Contractor within the

city limits of the City. The City shall have the right to direct the site of disposal of all solid wastes collected by the Contractor under this Contract.

14. DISPOSAL

All solid waste for disposal shall be hauled to a site or facility legally empowered to accept it for treatment or disposal as approved by the appropriate governing agencies.

15. DEFINITIONS

A. Types of Structures Serviced:

(1) Business -- shall mean and include all retail, professional, wholesale and industrial facilities and any other commercial enterprises offering goods or services to the public.

(2) Commercial -- shall mean and include all transient multi-dwellings and businesses.

(3) Duplex -- shall mean and include a detached two-family structure designed or intended for occupancy by two (2) families.

(4) Industrial -- shall mean establishments generating waste accumulation of metal, metal products, minerals, chemicals, rock, cement, asphalt, tar, oil, grease, glass, crockery, rubber, tires, bottles, cans, lumber, sawdust, wastes from animal packing or slaughterhouses or other materials usually created by industrial enterprises.

(5) Multi-dwelling -- shall mean and include any building or structure containing four (4) or more contiguous living units and intended exclusively for residential single persons or families. Each unit of a multi-dwelling shall be

considered a separate dwelling unit for purposes of billing, unless the multi-dwelling uses a bulk container.

(6) Residence -- shall mean and include a detached single-family structure designed or intended for occupancy by one person or by one family. Each trailer in a non-containerized area shall be deemed a "residence", each pad space shall be deemed a single-family structure.

(7) Triplex -- shall mean and include a detached three-family structure designed or intended for occupancy by three (3) families.

B. Other Terms:

(1) Container -- shall mean and include any detachable metal container designed or intended to be mechanically dumped into the packer-type garbage truck used by Contractor and varying in size from one (1) to eight (8) cubic yards.

(2) Garbage -- shall mean and include all waste and accumulation of animal, fruit or vegetable matter that attends of any nature whatsoever, which is subject to decay, putrefaction, and the generation of noxious and offensive gases or odors or which may serve as breeding or feeding material for flies or other germ-carrying insects.

(3) Garbage Can -- shall mean and include any cylindrical, light-gauge steel, plastic or galvanized receptacle, closed at one end and opened at the other, furnished with a top or lid and appropriate lifting device and of not more than thirty-two

(32) gallon capacity and not weighing more than sixty (60) pounds when full; it shall also mean plastic bags or liners not exceeding thirty (30) pounds gross weight securely tied at the top.

(4) Hazardous Materials -- shall mean wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics and those designated by Federal, State and local law, ordinance or regulation.

(5) Horticultural Trash -- shall mean accumulation of lawn, grass, or shrubbery cuttings, or clippings and dry leaf rakings, palm fronds, small tree branches, (which shall not exceed four (4) feet in length and four (4) inches in diameter), bushes, or shrubs, green leaf cuttings, coconuts, fruits, or other matter usually created as refuse in the care of lawns and yards, except large branches, trees, or bulky or non-combustible materials not susceptible to normal loading and collection in load-packer type sanitation equipment used for regular collections from domestic households. Tree trimmings and palm fronds shall be tied in bundles not exceeding four (4) feet in length, not weighing over fifty (50) pounds and placed at the curb for pickup.

(6) Non-containerized Business -- shall mean and include any business, apartment or other structure whose garbage and trash is deposited and collected by means other than a container.

(7) Receptacle -- shall mean any can, container or other waste holder as defined herein or which is required or

permitted to be used for the collection or disposal of solid waste under this Contract.

(8) Special Material -- shall mean those bulky materials or other special wastes that are not stored in standard storage containers and cannot be picked up by a normally used collection vehicle.

(9) Solid Waste -- shall mean any garbage, trash, or other material defined herein or which is required or permitted to be collected or disposed of under this Contract.

16. CHARGES AND RATES

For any services required to be performed under this Contract, the charges shall not exceed the rates as fixed or provided by this Contract or any agreed change hereto. For solid wastes collected in the manner herein provided, the rates shall not exceed the following:

A. Garbage and Horticultural Trash:

(1) Residence, duplex and triplex without bulk containers:

Residence	7.25 per month for 2 cans 2 times per week
Duplex	6.90 per month for 2 cans 2 times per week
Triplex	6.57 per month for 2 cans 2 times per week

(2) Residence, duplex, triplex and multiple dwellings with

a) noncompactor-type bulk containers \$2.75 per cubic yard per pickup plus rental and maintenance charges as set out in Schedules A, B, C.

b) compactor-type bulk containers \$9.35 per compacted cubic yard plus rental and maintenance charges as set out in Schedules A, B, C.

(3) Multiple dwellings of four (4) or more units without

- bulk containers \$5.18 per unit per month
- (4) Commercial establishments without bulk containers \$10.00 per month for two garbage receptacles plus 5.00 per month for each additional garbage receptacle.
- (5) Trailer Parks. The charge for collections shall be \$7.01 per month per pad space for each trailer park. Trailer parks using bulk containers shall pay the rental and maintenance charges as set out in Schedule A, B, and C, plus \$2.75 per cubic yard per pickup of the bulk containers. The charges provided in this chapter for trailer parks shall be billed at the end of each month to the operator of the trailer park.
- (6) Bulk Containers. The charges for bulk containers shall be billed to and payable by the owner or lessee of the building or buildings which the bulk container services or the person requesting the collection service. However, where one bulk container serves more than one building and the buildings are owned or leased by different persons, the owners or lessees shall determine among themselves who shall be responsible for the payment for the service charge.
- (7) Commercial Business with:
- a) noncompactor-type bulk containers \$3.26 per cubic yard per pickup plus rental and maintenance charges as set out in Schedules A, B, C.
- b) compactor-type bulk containers \$11.08 per compacted cubic yard plus rental and maintenance charges as set out in Schedules A, B C.

(8) In the event the City determines, after notice and hearing, the Contractor is charging a customer a rate lower than that set out in this Agreement, after the effective date of the rates in this Agreement, said rate shall then be applied to all customers in that particular category for comparable service.

B. Non-accessible Locations: Buildings, either residential

or commercial in nature, so constructed as to be non-accessible by normal collection equipment shall be subject to rates negotiated between the Contractor and the building owners and/or tenants.

C. Special Haul Service: For items requiring special handling due to size, weight, type of material, or method of placement, the charges are to be negotiated between Contractor and generator prior to collection. If agreement cannot be reached, the matter may be submitted to the City, and the City's decision shall be binding.

D. Disposal Fees: Fees charged by any legally empowered facility to accept solid waste are subject to change and any increase or decrease thereof may be passed down to customers subject to the City's approval, which approval shall not be unreasonably withheld. Contractor agrees it will not submit a request to the City for an increase in rates due to a change in disposal fees until after October 1, 1986, unless such a request is necessitated by extraordinary circumstances.

E. Effective Date: The rates agreed upon in this Contract shall become effective as of February 1, 1984.

17. LOCATION

All solid waste, both residential and commercial, shall be placed at a location, prior to scheduled collection, that is readily accessible to the Contractor's personnel.

A. Residential: Household garbage must be in receptacles which shall be placed at a single backdoor collection point. Horticultural trash must be in receptacles or tied in bundles and placed at a single collection point within six (6) feet of the

curb.

B. Commercial: Bulk containers shall be kept on the premises in a place near the street, readily accessible to the collection vehicle. Non-containerized business shall have refuse in approved receptacles which shall be placed at a single collection point, readily accessible to the collection crew and vehicle.

18. CHANGE IN COST OF DOING BUSINESS

Beginning on and after October 1, 1986, the fees or compensation payable to the Contractor for the third and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of doing business, measured by fluctuations in the Transportation Index as a component of the Consumer Price Index (CPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics for the U.S. City Average. At the start of the third year (October 1, 1986) of the Contract and every year thereafter, the fees or compensation shall be increased or decreased by a percentage amount of 80% of the percentage change (as computed over a twelve month period) in the Transportation Index but not to exceed 7% in any one year computed as follows:

For the Contract year beginning October 1, 1986, the net change shall be the difference between the Transportation Index for June, 1985 and the Transportation Index for June, 1986. Adjustment for subsequent contract years shall be based upon the latest June Transportation Index figures available, i.e.: the

adjustment for the contract year beginning October 1, 1987 shall be based upon the difference between the Transportation Index for June, 1986 and the Transportation Index for June, 1987. Computations shall be made similarly each year thereafter.

If, for example, the Transportation Index for June, 1985 is "30" and it is "32.25" in June of 1986, the net percentage change for this period is an increase of 7.5%. Eighty (80%) percent of that net percentage change is 6%. Hence, since this latter figure is less than the maximum 7% increase for any one year, each fee and compensation under the Contract for the contract year beginning October 1, 1986 would be increased by 6%.

19. UNUSUAL COSTS

Provision is made in paragraph 18 of adjust the base fees payable to the Contractor annually by fluctuations in the Transportation Index.

A. Unusual Costs or Changes: The Contractor may petition the City for rate adjustments at reasonable times on the basis of unusual changes in its cost of doing business; such as, but not in limitation, revised laws, ordinances, or regulations; or changes in disposal sites or rates.

B. Designation of Disposal Site: The City shall have the right to designate any licensed disposal site located within Broward County for the disposal of solid waste collected by the Contractor under this Contract. Should the City designate a site other than the North Broward Landfill site presently utilized by the Contractor, as for example, a resource recovery site located in Broward County, then the charges under this Contract shall be

changed to reflect the differences (whether an increase or decrease) between the disposal charges at the prior site as previously approved by the City under this Contract and those in effect at the new site at the time of any such site change.

C. Renegotiation by the City:

(1) The City, at its option, may request to renegotiate any term of this Contract and the Contractor agrees to participate in any such renegotiation. If a renegotiation of the rate structure is requested, the parties agree that one factor to be considered in such renegotiation shall be the rates in effect at that time in other cities in Broward County for the same or similar services.

(2) If at any time the City chooses to require the Contractor to assume the billing to, and collection from, customers who are now billed by the City, the Contractor shall do so after receipt of at least ninety (90) days written notice from the City. The fee to be charged by the Contractor shall be negotiated between the City and the Contractor prior to the Contractor commencing said billing service, but in no event shall the Contractor charge more than seventy-five (75) cents per unit, per month for such billing service. The City agrees to assist the Contractor in every way to insure that the bills which are sent by the Contractor are paid. Contractor shall bill customers in the same manner it bills the same type of customer it has in other cities.

20. BILLING

A. Non-Containerized Residential Accounts: Contractor shall bill the City for services rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 25th day following the end of said month. Said billing and payments shall be based upon the units being serviced as of the 15th of each said month, excluding the containerized accounts and trailers. The City shall send a certified statement to the Contractor attesting to the units on or before the 25th of the month to be billed and the City shall verify said statement. The units shall be multiplied by the price rates and schedules set forth in paragraph 16. Multiple dwellings of four (4) or more units without bulk containers shall be permitted to have the option of being charged at the per unit rate as set out in paragraph 16(A)(3) or at the garbage receptacle rate as set out in paragraph 16(A)(4).

B. Containerized Accounts, Multiple Dwellings: Contractor shall bill multiple dwelling accounts for services, container rental, and maintenance charges according to Schedules A, B and C herein set forth plus Two Dollars and Seventy Five Cents (\$2.75) per cubic yard per pick-up for loose solid waste and Nine Dollars and Thirty Five Cents (\$9.35) per cubic yard per pick-up for compacted waste.

C. Commercial Establishments: Contractor shall bill commercial accounts for services, container rental, and maintenance charges according to Schedules A, B, and C herein set forth plus Three Dollars and Twenty Six Cents (\$3.26) per cubic yard per pick-up for loose solid waste and Eleven Dollars

and Eight Cents (\$11.08) per cubic yard per pick-up for compacted waste.

D. Trailer Parks: Contractor shall bill operator of trailer park Seven Dollars and One Cent (\$7.01) per trailer pad per month.

E. Purchase of Bulk Containers: Any customer serviced by the Contractor may purchase a bulk container if:

(1) The customer agrees to hold the Contractor harmless from any damage to or caused by said container; and

(2) The container complies and is compatible with at least the same minimum requirements prescribed by this Contract for the same type of containers, if owned by the Contractor; and

(3) The customer provides a certificate of insurance naming the Contractor a co-insured on said container; and

(4) The customer in writing acknowledges and agrees that the Contractor is not responsible in any way for the container's repair or maintenance.

SCHEDULE "A"

<u>Container Size</u>	<u>Monthly Rental and Maintenance Charge</u>
2 cubic yards	<u>\$11.11</u>
3 cubic yards	<u>\$13.89</u>
4 cubic yards	<u>\$16.67</u>
6 cubic yards	<u>\$19.44</u>
8 cubic yards	<u>\$22.22</u>

The Contractor shall provide no collection service for bulk containers greater than eight (8) cubic yards. Collection of all such containers must be privately contracted for by the user

thereof.

SCHEDULE "B"

Additional charge for short rollout of containers, size 2-4 cubic yards

1 x per week	\$11.11 per month per container
2 x per week	\$22.22 per month per container
3 x per week	\$33.33 per month per container
4 x per week	\$44.44 per month per container
5 x per week	\$55.55 per month per container
6 x per week	\$66.66 per month per container

Additional charge for "long" or inclined rollouts, size 2to4 cubic yards

1 x per week	\$16.67 per month per container
2 x per week	\$33.33 per month per container
3 x per week	\$50.00 per month per container
4 x per week	\$66.66 per month per container
5 x per week	\$83.33 per month per container
6 x per week	\$99.99 per month per container

Any container requiring casters shall be charged an additional Three Dollars and Thirty-three Cents (\$3.33) per month maintenance, per container.

SCHEDULE "C"

Rental charges for compactor type bulk containers

<u>Container size</u>	<u>Monthly Rental and Maintenance Charge</u>
2 cubic yards	<u>\$33.33</u>
3 cubic yards	<u>\$41.66</u>
4 cubic yards	<u>\$50.55</u>
6 cubic yards	<u>\$58.33</u>
7 cubic yards	<u>\$66.66</u>

21. NEW AND DISCONTINUED SERVICE

A. The Contractor shall commence service at any location within the Contract area upon written notice from the Public Works Department.

B. The Contractor shall discontinue collection service at any location when set forth in a written notice sent by the City. Upon further written notification by the City, the Contractor shall resume service.

C. The Contractor shall discontinue collection service at any residence, duplex, triplex or non-containerized multiple dwelling whenever the City determines that any residence, duplex, triplex or non-containerized multiple dwelling will remain continuously unoccupied for a period of no less than three (3) months. In such event, the City shall notify the Contractor, in writing, to discontinue service at any such residence, duplex, triplex or non-containerized multiple dwelling and all charges for collection service at that location will thereafter be abated until the City directs, in writing, the Contractor to resume all collection services and the Contractor does so.

D. If any dispute should arise as to how many units are actually being serviced, e.g. how many units in any duplex are being serviced, it shall be the responsibility of the City to investigate and determine the actual number and thereafter inform the Contractor in writing.

22. PAYMENTS TO CONTRACTOR

All payments due to the Contractor by the City shall be made

out of funds under the control of the City in its public capacity. No commission member nor officer of the City of Pompano Beach is or will be held personally liable for any such payment to the Contractor under any circumstances whatsoever.

23. COMPLAINTS

All complaints received by the Contractor by 12:00 noon shall be resolved the same work day. The Contractor agrees to make all reasonable and expeditious efforts to resolve every complaint. The Contractor shall prepare a form or maintain a register in its Pompano Beach office, on a form approved by the City, on all complaints and indicate the disposition of each. Such records shall be available for City inspection at all times during business hours. The form shall indicate the day and the hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is received after 12:00 noon or on the day preceding a holiday or on a Saturday after 12:00 noon, it shall be serviced on the next working day.

24. NOTIFICATION OF CUSTOMERS

The Contractor and City shall agree as to which will notify all customers about complaint procedures, rates, regulations and day(s) of collection.

25. ROUTES AND SCHEDULES

The Contractor shall periodically provide the City with schedules of residential collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall notify each customer affected by mail or news

media not less than one (1) week prior to the change.

26. CONTRACTOR'S PERSONNEL

A. The Contractor shall assign a qualified person or persons to be in charge of its operations in the City and shall give the name or names to the City; information regarding experience shall also be furnished.

B. The City has the right to require that the Contractor's collection employees wear a clean uniform or shirt bearing the Contractor's name.

C. Each employee shall, at all times, carry a valid driver license for the type of vehicle being driven.

D. The City may request the dismissal of any employee of the Contractor who violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.

E. The Contractor shall provide operating and safety training for all personnel.

F. Wages of all employees of the Contractor shall equal or exceed the minimum hourly wages established by Local, State or Federal governments.

G. No person shall be denied employment by the Contractor for reasons of race, sex, age, creed, national origin or religion.

27. COLLECTION SERVICES

For the collection of horticultural trash and solid waste from residences, multi-dwellings, businesses and other establishments in the City of Pompano Beach, the Contractor shall

do and perform the following:

A. Furnish residential solid waste and horticultural trash collection service to all persons occupying or maintaining a place of residence in single, duplex, or triplex family dwellings within the Contract area. Two (2), thirty-two (32) gallon cans of solid waste shall be collected at the back door two (2) times per week and an unlimited number of cans or properly bundled and tied bags of horticultural trash shall be collected, if placed within six (6) feet of the curb, at least twice each week. The said collections shall be made beginning at 7:00 a.m., with no service on Sundays, except in time of emergency or to maintain schedules due to holidays. Where underground cans exist, and after dumping by the Contractor, the Contractor agrees to properly replace each can and to reclose each lid covering it.

B. Furnish to commercial establishments, including but not limited to multi-dwellings, institutions, business and industrial units operated or carried on in the Contract area, commercial solid waste and horticultural trash collection service two (2) times per week if garbage is part of the solid waste generated, and if not, as is deemed necessary and as established between the Contractor and the customer. Where necessary to protect the public health, the City shall have the authority to require more frequent collections and require the user to pay for such additional service. The City in its discretion may adjust the required weekly pick-up for bulk containers.

C. The Contractor may sell containers at a reasonable price or furnish containers for a reasonable rental or maintenance fee

to all businesses and other establishments which generate more than two (2) cubic yards of refuse per week, which containers shall be picked up and emptied at such times as shall insure adequate and sanitary refuse removal services at such locations.

D. Deposit all horticultural trash and solid waste collected hereunder in approved sites or facilities legally empowered to accept it as approved by the County and State agencies.

E. All solid waste required to be collected by the Contractor under subparagraphs (A) and (B) hereof shall be placed in garbage cans, containers or bags. All residences, noncontainerized businesses and noncontainerized multi-dwellings shall provide garbage cans in such number as to receive and retain, without spillage, solid waste accumulation of four (4) days from each such residence, business or dwelling unit.

F. All routing and scheduling of trucks used by the Contractor for the pickup of trash and solid waste from cans or containers shall be left to the discretion of the Contractor. The schedule of pickups during each week shall be spaced as reasonably equal as possible so as to assure maximum efficiency of operation and to accomplish the purposes of this Contract.

G. All garbage cans at residences, noncontainerized businesses and noncontainerized multi-dwellings shall be readily accessible to the Contractor's crew. All containers at containerized businesses or containerized multi-dwellings shall be readily accessible by the collection vehicle and not blocked.

H. The Contractor shall not be required to, but may, pick up solid waste on legal holidays.

I. Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs in order to perform their duties hereunder.

J. Under no circumstances will the Contractor be obligated to supply garbage cans for noncontainerized residences, multi-dwellings, businesses or other establishments.

K. Contractor agrees to cooperate with the City to replace all containers off all public right-of-way.

L. The Contractor shall make collections of solid waste and horticultural trash with as little disturbance as possible. Garbage cans shall be thoroughly emptied and left at the premises where they are found. Solid waste may be transferred from garbage cans to tubs, hampers, or other receptacles in carrying solid waste to collection trucks or other solid waste removal equipment.

28. CLASSIFICATION FOR BILLING PURPOSES

The billings for the categories of structures to be serviced under this Contract (i.e., for single family residences, duplex, triplex, and multi-dwellings) shall be classified so as to be consistent with the City's zoning code.

29. BANKRUPTCY

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Contract shall terminate effective on the day and at the time the bankruptcy petition is filed.

30. ARBITRATION

In addition to any other remedy provided hereunder, the City, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Contract if arbitration is elected by the City. Any controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In the event arbitration is elected by the City, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

31. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

32. LAW TO GOVERN

This Contract shall be governed by the laws of the State of Florida both as to interpretation and performance.

33. COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws.

34. SEVERABILITY

Umbrella Liability -- \$1,000,000 combined single limit to protect itself, its agents, and its employees from claims for damages for personal injury, including wrongful and accidental death, and property damage which may arise from operation under the Contract, whether such operations be performed by itself or its employees. The policy or policies shall name the City as an additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City thirty (30) days notice in writing.

While no minimum policy period will be required by the City, it is expected that long-term policies will be utilized in order to obtain lower premiums. Insurance shall include all documents issued by all insurance companies licensed to do business in this State.

39. INDEMNITY

The Contractor will defend, indemnify, save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees resulting from injury to persons or damage to property arising out of work done in the performance of this Contract. The City reserves the right to retain counsel of its choice at its own expense, or, in the alternative, approval of counsel obtained by the Contractor.

40. ASSIGNMENT AND SUB-LETTING

No assignment of the Contract or any right accruing under

If any provision of the Contract shall be declared illegal, void, or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.

35. PERMITS AND LICENSES

The Contractor shall obtain, at his own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect.

36. PERFORMANCE BOND

The Contractor shall furnish to the City a Performance Bond for the faithful performance of this Contract and all obligations arising hereunder in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00). It shall be executed by a surety company licensed to do business in the State of Florida and on the list of surety companies approved by the Treasurer of the United States.

37. WORKERS' COMPENSATION INSURANCE

The Contractor shall provide and maintain during the life of the Contract, Workers' Compensation Insurance, in accordance with the laws of the State of Florida, for all its employees. A Certificate shall be filed with the City by the insurance carrier showing such insurance to be in force at all times.

38. LIABILITY INSURANCE

The Contractor shall provide and maintain during the life of the Contract, Automotive Public Liability and Property Damage Insurance and Umbrella Coverage in the following amounts:

Automotive Public Liability -- \$500,000 combined single limit
Property Damage -- \$500,000 per any one claim

this Contract shall be made in whole or part by the Contractor without the express written consent of the City Commission. In the event of any assignment, the assignee shall assume the liability of the Contractor.

41. BOOKS AND RECORDS

The Contractor shall keep records of solid wastes collected and charges therefor, and the City shall have the right to review those records.

42. POINT OF CONTACT

All dealings, contacts, notices, etc., between the Contractor and the City shall be directed by the Contractor to the City Manager, City of Pompano Beach, 101 S.W. First Avenue, Pompano Beach, Florida 33061 and by the City to the Manager, Broward Disposal, a Division of Waste Management, Inc. of Florida, 201 N.W. Twelfth Avenue, Pompano Beach, Florida 33060.

43. NOTICE

A letter addressed and sent by certified, return receipt requested, United States Mail to either party at its business address shown hereinabove shall be sufficient notice whenever required for any purpose in this Contract.

44. EFFECTIVE DATE

This Contract shall become effective, and the Contractor shall begin collection of the solid wastes as covered herein, October 1, 1984. However, the newly agreed upon charges and rates, as set forth herein, shall become effective as of February 1, 1984. All accounts which have been billed after February 1, 1984, which have been calculated at the higher rate in effect

under the Contract in existence immediately prior to February 1, 1984, shall be given a credit equal to the difference between the old rate actually charged and the new rate that should have been charged beginning February 1, 1984.

45. MODIFICATION

This Contract constitutes the entire Contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect, unless done so in writing in a document of equal dignity hereto, and signed by the parties hereto.

46. LIQUIDATED DAMAGES

As a breach of the service provided by this Contract would cause serious and substantial damage to the City and its occupants, and the nature of this Contract would render it impracticable or extremely difficult to fix the actual damage sustained by the City by such breach, it is agreed that, in case of breach of service, the City may elect to collect liquidated damages for each such breach and the Contractor will pay the City, as liquidated damages and not as penalty, the amounts set forth below; such sums being agreed as the amount which the City will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies the City may have as to any subsequent breach of service under this Contract.

A truck beginning residential collections prior to 7:00 a.m.	\$50.00 per day
Failure to collect missed pickup within	\$20.00 each -- not

the time set forth in paragraph 23

to exceed 10
complaints per truck
per day

Repetition of complaints on a route after notification, e.g. to replace cans or detachable container in designated location, spilling, not closing gate, crossing planted areas, or similar violations.

\$4.00 each -- not to exceed 10 complaints per truck per day

Such liquidated damages as the City shall elect to collect will be deducted from the monthly payments due the Contractor.

47. DEFAULT OF CONTRACT

Should the Contractor abandon, delay unnecessarily in the performance of, or in any manner refuse or fail to comply with any of the terms of this Contract or neglect or refuse to comply with the instructions of the Public Works Director relative thereto, the Public Works Director shall notify the Contractor, in writing, of such abandonment, delay, refusal, failure, or neglect and direct him to comply with all provisions of the Contract. A copy of such written notice is to be mailed to the surety on the Performance Bond and delivered to the City Manager. The City Manager shall hear the matter at open session within ten (10) days after receipt of such written notice from the Director and shall, not less than five (5) days prior to the date of such hearing, notify the Contractor and the surety on the Performance Bond of the date and place thereof. The Contractor agrees to be present at such hearing and show cause why the Contractor has abandoned, delayed, refused, failed or neglected to comply with the terms of the Contract.

Should the Contractor fail to appear or fail to show cause

why it has abandoned, delayed, refused, failed or neglected to comply with the terms of the Contract to the satisfaction of the City Manager, the City Manager may, with the consent of the City Commission by resolution, declare a default of the Contract and notify the Contractor and the surety on the Performance Bond of such declaration of default or the City Manager may take such other action as he or she may deem advisable.

Upon receipt by the Contractor of such declaration of default, the Contractor agrees that it will discontinue the work, whereupon the surety on the Performance Bond shall, within ten (10) days of such declaration of default, assume the work the City Manager has ordered discontinued by Contractor and proceed to perform the same at its own cost and expense.

Upon such declaration of default, all payments remaining due the Contractor at the time of default, less amounts due the City from the Contractor and less all sums due the City for damage suffered or expenses incurred by reason of default, shall be due and payable to such surety. Thereafter, the surety shall receive monthly payments equal to those that would have been paid the Contractor had such Contractor continued to perform the Contract.

If such surety fails to perform, the City Manager may complete the Contract, or any part thereof, either by day labor or by reletting a Contract for the same, to procure other vehicles, equipment and facilities necessary for the completion of the Contract, and to charge the cost of same to the Contractor or the surety, or both, together with the costs incident thereto.

In the event the City Manager completes the Contract at a

lesser cost than would have been payable to the Contractor under such Contract, if the same had been fulfilled by said Contractor, then the City shall retain such differences. Should such cost to the City be greater, the Contractor or surety, or both, shall be liable for and pay the amount of such excess to the City.

48. ANNEXED AREAS

In those areas annexed into the City, commercial establishments that are parties to existing solid waste collection contracts may be permitted to finish the term of that Contract but shall not renew said existing Contract, nor may any Contract run longer than two (2) years from the effective date of the annexation. Proof as to the term of an existing Contract shall be provided by the commercial establishment to the City.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract on the respective date(s) below each signature.

CITY OF POMPANO BEACH, FLORIDA
a municipal corporation

(CITY SEAL)

by: Emma Lou Olson
Mayor

Attest:

by: James P. Sobel
City Manager

Jan Beffore
Deputy City Clerk

Approved as to form:

Donald Cahill
City Attorney

5/23/84
Date

BROWARD DISPOSAL, a Division of
Waste Management, Inc. of Florida
a Florida Corporation

(CORPORATE SEAL)

by: William P. Sullivan
President

Attest:

Anthony Correnti
Asst. Secretary

Date

5-10-84

ACKNOWLEDGMENT OF CONTRACTOR

STATE OF FLORIDA)
) ss..
COUNTY OF BROWARD)

On this 21st day of May, 1984, before me personally came and appeared W.P. Sullivan and A. Corrente to me known, who being by me duly sworn, did depose and say that they reside at Broward County, Florida and that they are the President and ~~the~~ Secretary, respectively, of Waste Management of Florida, Inc., the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that they are the proper officials of said corporation designated to execute such Contract; that they have authority to do so; that they executed the same for and in behalf of said corporation; and that their act is the act and deed of said corporation.

WITNESS my hand and official notarial seal at St. Lauderdale, Florida the day and year above written.

Kathleen E. Kallbach
Notary Public

Notary Public, State of Florida
My Commission Expires: **My Commission Expires April 9, 1985**
Bonded Three Troy Fain - Insurance, Inc.

ACKNOWLEDGEMENT OF CITY

STATE OF FLORIDA)
) SS..
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this 23 day of May, 1984, personally appeared before me Emmabow Olsen, Mayor, James E. Sadulund, Acting City Manager, and Jean Bejones, Deputy City Clerk, respectively, of the City of Pompano Beach, a municipal corporation of Florida, and they acknowledged that they executed the foregoing instrument as the proper City officials of the City of Pompano Beach, Florida, and the same is the act and deed of said City of Pompano Beach, in the State and County aforesaid, this 23 day of May, 1984.

Shirley H. Meredith
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 31 1985
BONDED THRU GENERAL INS. UNDERWRITERS

REQUESTED COMMISSION ACTION:

Consent	Ordinance	X Resolution	Consideration/ Discussion	Presentation
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 AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND LANDSHORE ENTERPRISES, LLC FOR EMERGENCY REPAIRS TO THE BANKS OF SEVEN LAKES AT THE MUNICIPAL GOLF COURSE; PROVIDING AN EFFECTIVE DATE. (Fiscal impact: up to \$600,000.00 from Fund balance)</u>			

Summary of Purpose and Why:

Staff is seeking City Commission approval of a Resolution to execute an agreement with Landshore Enterprises, LLC. Landshore to conduct emergency repairs to the City's Municipal Golf Course. Golf Staff alerted the CIP Engineer about obvious damage to several lake banks. As a result, Landshore was asked to conduct an assessment and provide a recommendation. Details are provided in the attached report. Staff recommends approval to proceed with a Work Order to repair +/-5800 LF of banks. Staff seeks further approval to repair an additional +/-3500 LF of banks as a precautionary measure as these banks are also considered in danger of collapse. Work should begin without delay to prevent any further disruption to golf course operations.

- (1) Origin of request for this action: City Commission
- (2) Primary staff contact: Horacio Danovich Ext. 786-4601
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: Up to \$600,000.00 from Fund Balance
(With Attached Budget Adjustment)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	07/20/2015	2015-1295	<i>[Signature]</i> - Subject to final review
Budget Director	7-22-15	Approval	<i>[Signature]</i>
X Finance Director			<i>[Signature]</i>
X City Manager			<i>[Signature]</i>

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-1295

July 20, 2015

TO: Horacio Danovich, CIP Engineer
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Landshore Enterprises, LLC

Pursuant to your e-mail dated July 15, 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 AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND LANDSHORE ENTERPRISES, LLC FOR EMERGENCY REPAIRS TO THE BANKS OF SEVEN LAKES AT THE MUNICIPAL GOLF COURSE; PROVIDING AN EFFECTIVE DATE.

This resolution was prepared without the review of the finalized agreement due to the urgency of placing the matter on the agenda. This item should not be presented to the City Commission for approval until I have reviewed the final agreement.


GORDON B. LINN

/jrm
l:cor/engr/2015-1295

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND LANDSHORE ENTERPRISES, LLC FOR EMERGENCY REPAIRS TO THE BANKS OF SEVEN LAKES AT THE MUNICIPAL GOLF COURSE; 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 Landshore Enterprises, LLC for emergency repairs to the banks of seven lakes at the municipal golf course, 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 Landshore Enterprises, 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

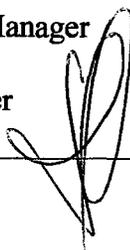
MEMORANDUM

July 21, 2015

TO: City Commission

THRU: Dennis Beach, City Manager
Greg Harrison, Assistant City Manager

FROM: Horacio Danovich, CIP Engineer



Issue

Staff is seeking City Commission approval to execute a Resolution authorizing Staff to retain Landshore Enterprises, LLC. (Landshore) to conduct emergency repairs to the City's Municipal Golf Course at a cost of \$406,700.00 up to \$596,700.00, subject to completion of a site assessment identifying the areas in need of immediate attention.

Recommendation

Staff recommends Approval.

Background

Staff is seeking City Commission approval of a Resolution to retain Landshore to conduct repairs to approximately 5800 LF of City's Municipal Golf Course lake banks (about 60% of the total shoreline). These repairs are necessary due to severe erosion of the banks. The anticipated costs can vary from \$406,700.00 to as much as \$596,700.00.

Golf Staff alerted the CIP Engineer of obvious damage to several lake banks. To determine the extent of the problem, the City hired Landshore to survey the lakes and assess the damage. Landshore prepared a report (see attached) whereas it is the firm's expert opinion as State of Florida Registered Professional Geologists, it would be highly advisable to conduct immediate (permanent) repairs to fractured lake banks.

The existing soils are primarily composed of sugar sands and loamy material. The soils are unstable and the banks are collapsing, causing the soils to find the lowest angle of repose, which isn't the objective for those banks. It's anticipated that heavy rainstorms will only cause the problem to worsen. If repairs and containment efforts aren't performed soon, it is

likely the erosion damage could potentially result in having to close the golf course for an extended period of time.

Staff selected Landshore to conduct the repairs due to the firm's patented process of their stabilizing cells, which will be anchored along the shores preventing material from sliding and slithering out of position. Work will be done from the waters allowing the golf course to be open during construction.

In addition, Landshore is recommending to stabilize the rest of the banks (an additional 3500 LF of shoreline) at risk of collapsing and bulkheads that merit immediate replacement due to rotted wood. Landshore will submit a proposal to conduct this additional work once the other banks have been stabilized and out of danger.

The firm's patented approach (sole source) is unique and carries a warranty in excess of 20 years. The firm, headquartered in Fort Lauderdale, has been in business for more than a decade and provides similar services to numerous other golf courses having restored golf course lake shorelines from Illinois to the Carolinas, Florida and Paradise Island in the Bahamas.

Staff recommends approval to proceed without delay with repairs to +/-5800 LF of City's Municipal Golf Course lake banks and allocate additional resources to repair the other 3500 LF of shoreline at risk of collapsing as well as replacement of rotted bulkheads.

CRA

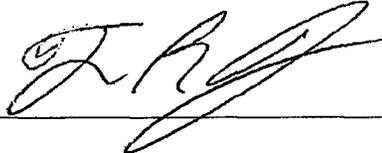
POMPANO BEACH

MEMORANDUM

July 8 2015

TO: Horacio Danovich

FROM: Timothy James, CIP Intern



Staff attended a site assessment (July 8-10) performed by Landshore Enterprises LLC., of the banks of 7 lakes at the Municipal Golf Course (see Map 1). The assessment has revealed 4000 LF of lakes' shoreline have collapsed and will require immediate repair. Another 5000 LF of shoreline are of concern and will need reworking in a second phase of repairs, work that should be performed as soon as possible to prevent further damage. Areas of concern include where the banks are approaching existing sidewalks, trees, and golf course features such as greens (See Attached Photos). The structural integrity of a golf cart bridge next to the clubhouse is also of concern (See Photos). Recent drawing of water from the lakes has further exacerbated bank collapse. If the situation is left unchecked, the slopes of the various lake banks will continue to lower until they reach their natural state (natural angle of repose), which will not support the current lakes. Staff estimates that immediate repairs of collapsing banks will cost between \$345,995 and \$383,256. Repairs of all banks of concern would be between \$511,030 and \$566,064 (\$60-\$65 per linear foot of shoreline). If not addressed immediately, repairing the lake banks will grow more expensive as collapsing continues and spreads. Staff believes immediate repairs are necessary in order for the course to be ready for the winter tourist season. Per discussions with Landshore, Staff was informed the course would not have to close for repairs, but construction may run into the winter season if delays occur.



d/b/a Erosion Restoration

Landshore® Enterprises, LLC

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Environmental Engineering, Erosion Control, Construction Management
Reinforcing the American Soils for over a decade*

Report prepared for:

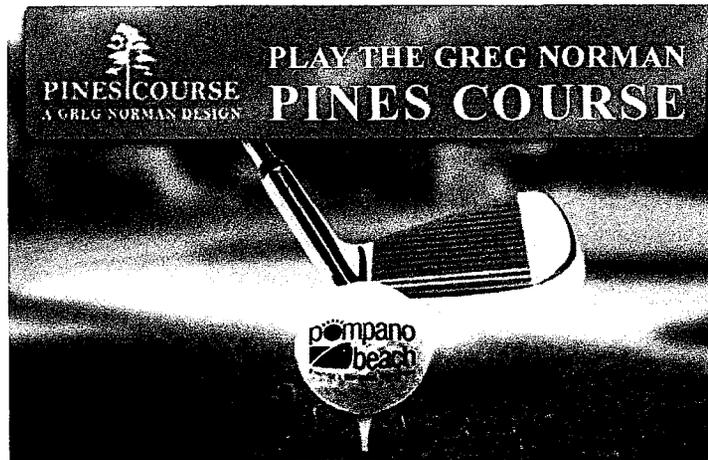
City of Pompano Beach

c/o: Mr. Horacio Danovich, CIP Engineer

100 West Atlantic Blvd.

Pompano Beach, FL 33060

POMPANO BEACH MUNICIPAL GOLF COURSE



Landshore® Enterprises, LLC - 5601 Powerline Road, Suite 301, Fort Lauderdale, Florida, 33309

Tel: (954) 327-3300 • Fax: (954) 533-1556 • Email: info@landshore.com



Landshore® Enterprises, LLC

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Environmental Engineering, Erosion Control, Construction Management
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d/b/a Erosion Restoration

City of Pompano Beach
c/o: Mr. Horacio Danovich, CIP Engineer
100 West Atlantic Blvd.
Pompano Beach, FL 33060

July 21, 2015

Mr. Danovich,

Thank you for allowing Landshore® Enterprises, LLC to respond to your request for proposal for the *Pompano Beach Municipal Golf Course*.

Landshore® Enterprises, LLC, is a Fort Lauderdale, Florida based company established in 2002. With over 50 years of combined experience, our main customers are Government Agencies, Home Owner Associations, Golf Courses and Private Home Owners.

As a shoreline protection contractor, Landshore® Enterprises, LLC has vast experience in geo-tubes, dewatering, shaping, grading, cleaning and deepening existing lakes, canals, installation of stormwater conveyance piping, control structures and application of various erosion control methods in the most difficult geotechnical, hydrographic and atmospheric conditions throughout the USA.

Our firm is licensed to perform restoration work for South Florida Water Management District, is familiar with design criteria manual Volume IV, and currently is engaged in multi-year contracts for canal restoration with the City of Lauderdale Lakes as well as many on-going shoreline reshaping and repair activities for the private sector. Two of our key employees are graduated Civil Engineers who are constantly developing new technologies and materials which adds value to the engineering process and to finish projects at substantially higher quality and below allocated budgets.

Pompano Beach Municipal Golf Course erosion project:

Landshore® Enterprises, LLC was reached by the City of Pompano Beach to research and analyze the existing conditions of the banks of 7 lakes at the Pompano Beach Municipal Golf Course. According to the as-builds for this project, these lake banks were originally built with a 4-to-1 slope 2 feet above the dry season water line and 2 feet below the dry season water line. Below the 2 feet dry season water line, the banks were built with a 2-to-1 slope.

After looking into the data that we recently gathered from the site we found that the areas of the bank with the least protection have severe erosion and have settled somewhere between a 6-to-1 and a 7-to-1; this means that the natural state of repose for the soil on site is close to a 7-to-1. The areas on the shore with some protection (i.e. sod, gravel, and alien soils) have held some of the slope together creating a steep drop where it meets unprotected shore. Also, because of the poor quality of soil and the large amount of run-off water, there are multiple places on each lake that have washed out creating gullies, some of which are impacting cart paths, structures, and golf course greens. This will continue to erode until it reaches the natural state of repose, further creating an aesthetically poor appearance and creating more potentially dangerous hazards.



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Emergency areas:

We have identified some areas that are in severe need of reinforcement. If not action is taken to remediate the situation the slope of the lake banks will continue to erode making the necessary repairs more costly at a later date, but more importantly increasing the hazardous conditions of the banks.

We recommend immediate repairs of these areas which we are estimating the cost will be as follows, per lake:

LAKE	Circumference (ft)	Repair (ft)	Percentage	Estimated cost**
#2	2,019	572	28%	\$40,040.00
#3	2,756	1,975	72%	\$138,250.00
#4	1,011	570	56%	\$39,900.00
#7	977	210	21%	\$14,700.00
#8	482	482	100%	\$33,740.00
#9	694	602	87%	\$42,140.00
#10	1,399	1,399	100%	\$97,930.00
	9,338	5,810	62%	\$406,700.00

**Estimated cost does not include bond fees, permits if needed.

All other areas:

The high humidity, frequent rain storms, golf course irrigation and high percolation rate through sand are usual factors in South Florida affecting negatively the underlying limestone. Due to this, we recommend that, after the repair of the emergency areas, the rest of the banks of the 7 lakes analyzed should be repaired. We are estimating the cost of repair of these areas not to exceed **\$190,000 (subject to field verification)**. Should field verification rendered this budget insufficient then Landshore® will advise the client immediately.

Our product:

Being in the erosion control industry for more than 20 years, we saw the need for an erosion control product that would be a long-term solution of at least 20 years or more. Because at that time there was not one, we decided to invent and test our own. We have created and patented an Erosion Panel (see attached product specifications attached). We have tested this product in other golf courses with great success. Using the Erosion Panel, our company will be able to recreate your 4-to-1 slopes creating a safe, durable and aesthetically pleasing lake bank protection.

Our warranty and guaranty on the Erosion Panel is for 20 years, effective upon completion and approval of the project.

Our staff:

We employ professional and competent personnel that understands the work to be performed. Attached are the resumes for the key employees at Landshore®.

Sincerely,
Andre van den Berg, Owner
Landshore Enterprises, LLC



d/b/a Erosion Restoration

Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
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POMPANO BEACH MUNICIPAL GOLF COURSE





d/b/a Erosion Restoration

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LAKE 2 (Hole #18 West)





Landshore® Enterprises, LLC

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LAKE 2 (Hole #18 West), cont.



Landshore® Enterprises, LLC - 5601 Powerline Road, Suite 301, Fort Lauderdale, Florida, 33309

Tel: (954) 327-3300 • Fax: (954) 533-1556 • Email: info@landshore.com

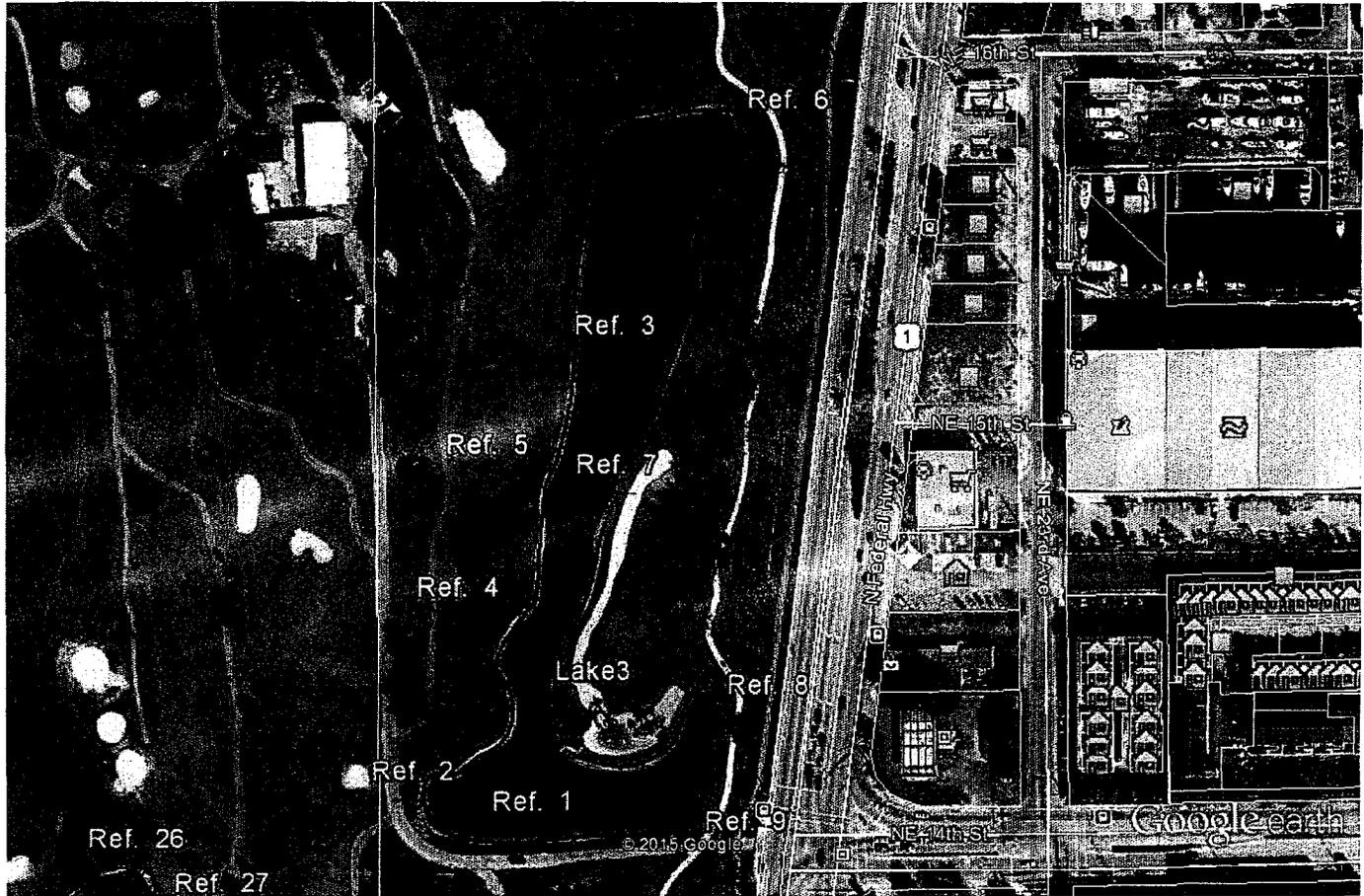


d/b/a Erosion Restoration

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LAKE 3 (Hole #17 East / Hole #12 West)





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LAKE 3 (Hole #17 East / Hole #12 West), cont.



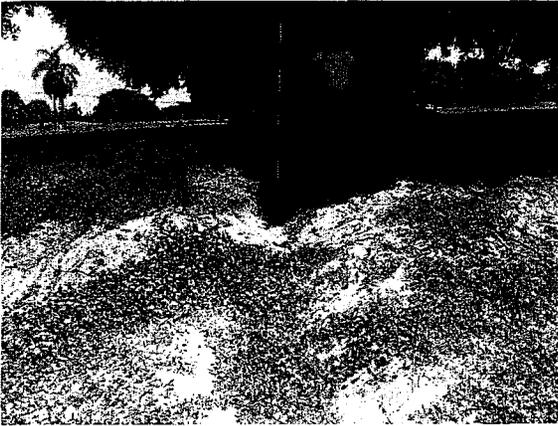


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LAKE 3 (Hole #17 East / Hole #12 West), cont.



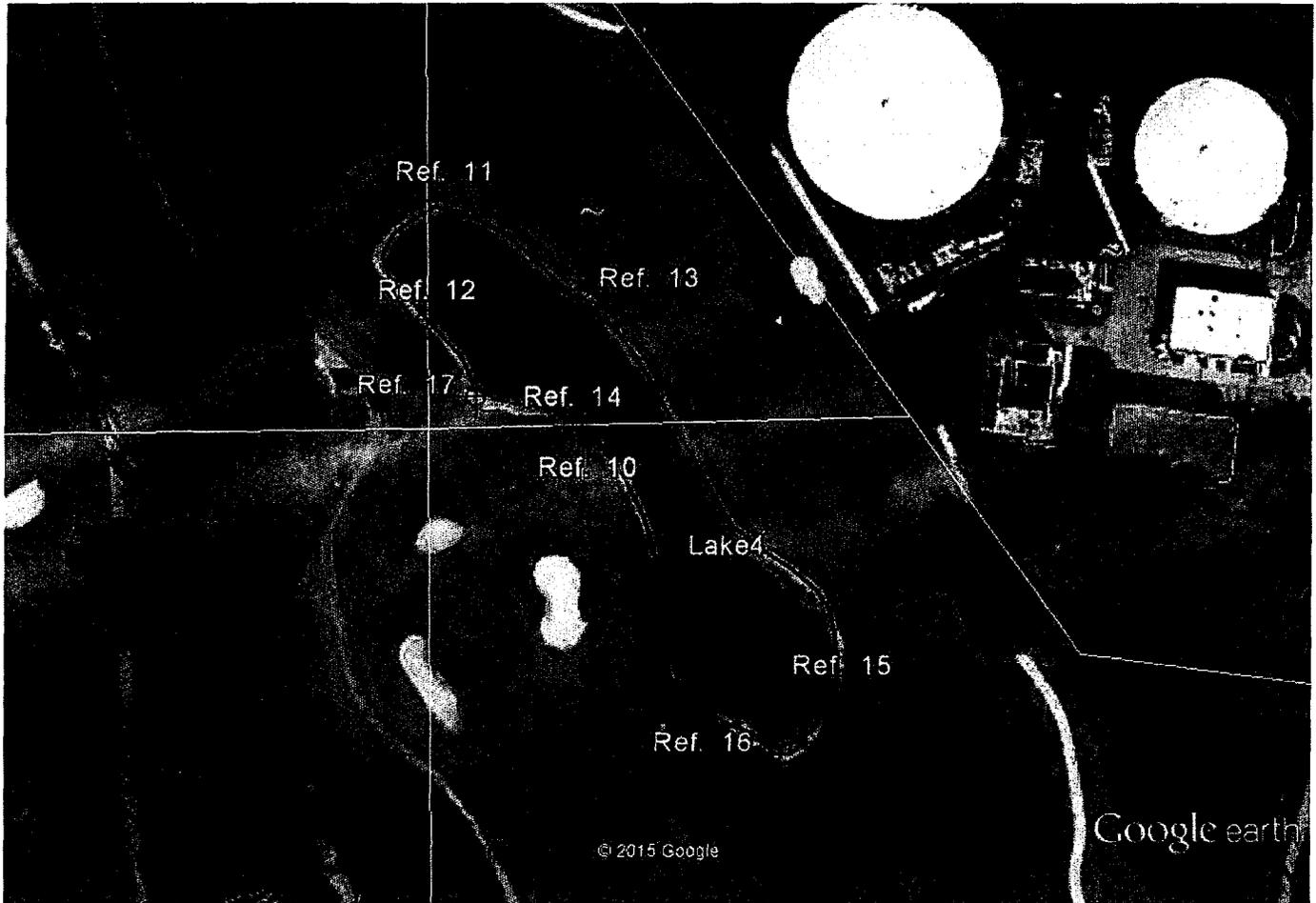


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LAKE 4 (Hole #16 North East / Hole #12 South West)





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LAKE 4 (Hole #16 North East / Hole #12 South West), cont.





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LAKE 4 (Hole #16 North East / Hole #12 South West), cont.



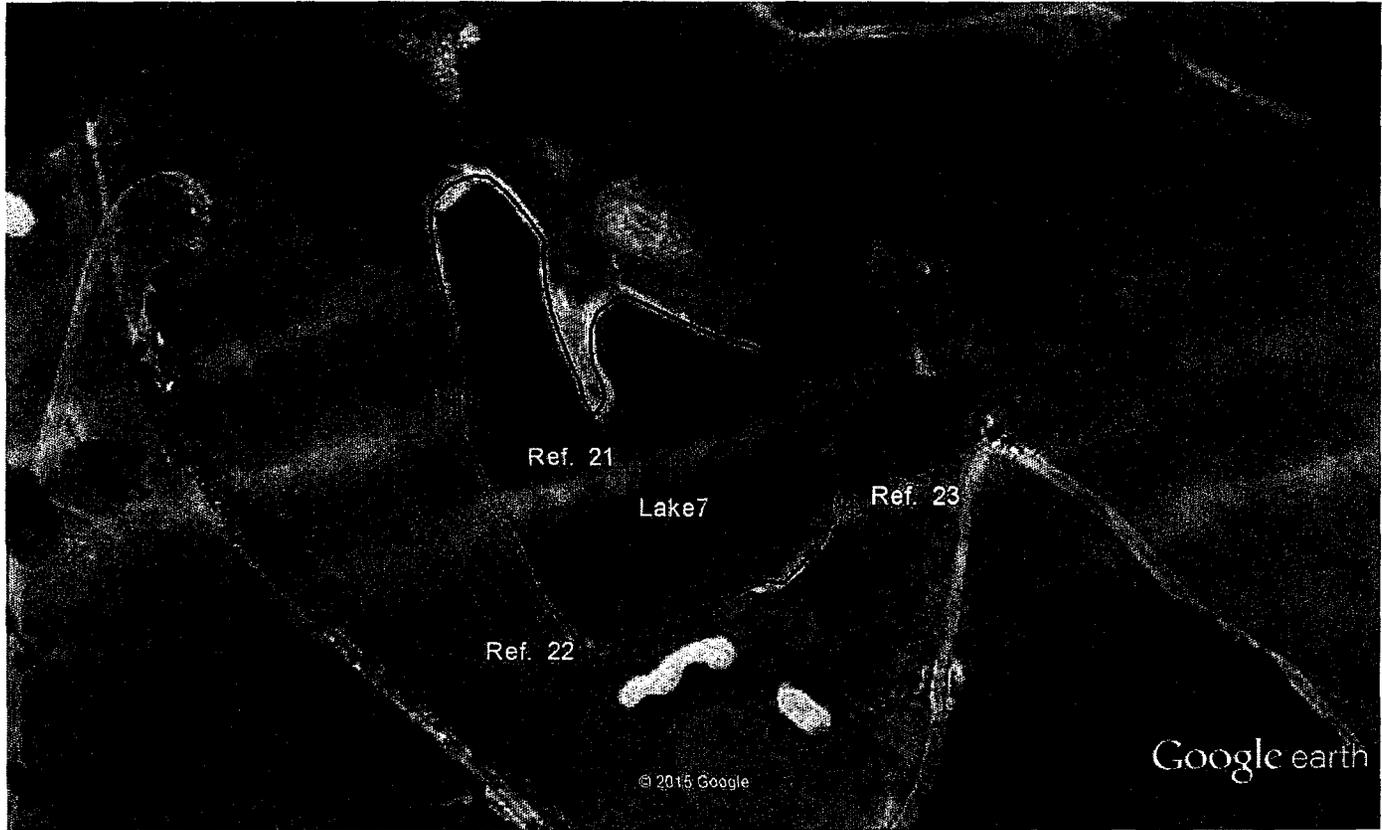


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LAKE 7 (Hole #15)





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LAKE 7 (Hole #15), cont.



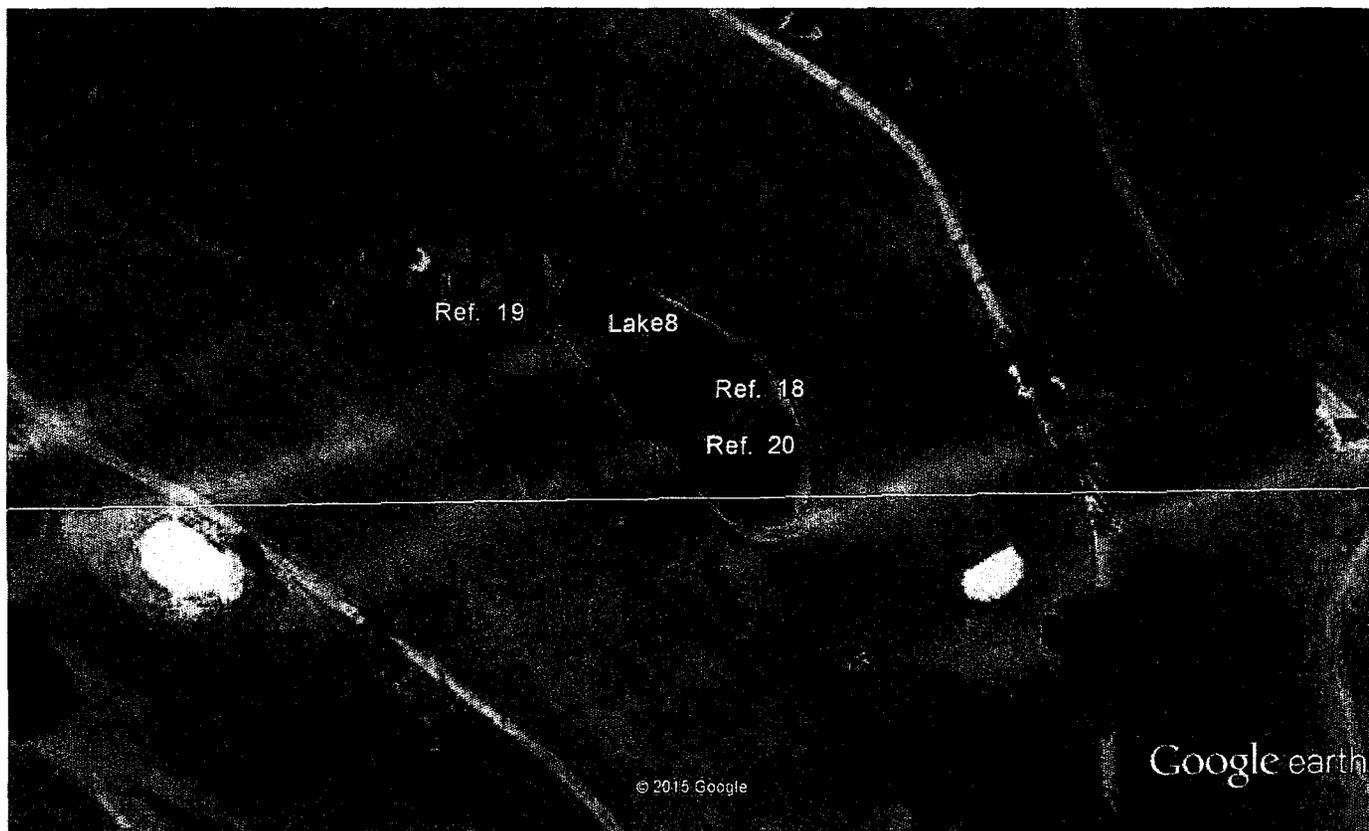


d/b/a Erosion Restoration

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LAKE 8 (Hole #16 South East)





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LAKE 8 (Hole #16 South East), cont.



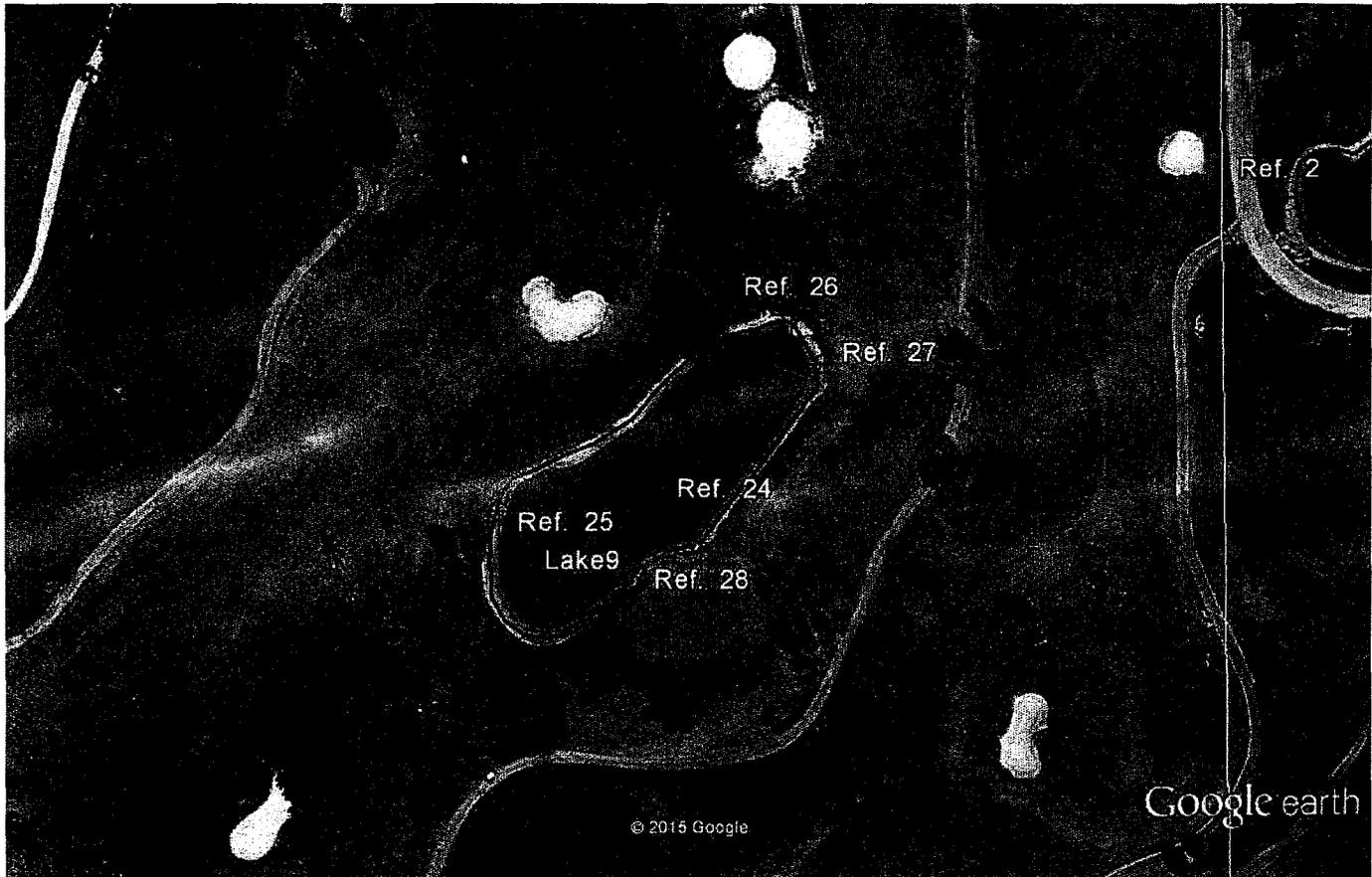


d/b/a Erosion Restoration

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LAKE 9 (Hole 8 East)





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LAKE 9 (Hole 8 East), cont.





Landshore® Enterprises, LLC

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d/b/a Erosion Restoration

LAKE 9 (Hole 8 East), cont.





d/b/a Erosion Restoration

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LAKE 10 (Hole #9 West / Hole #10 East & North)



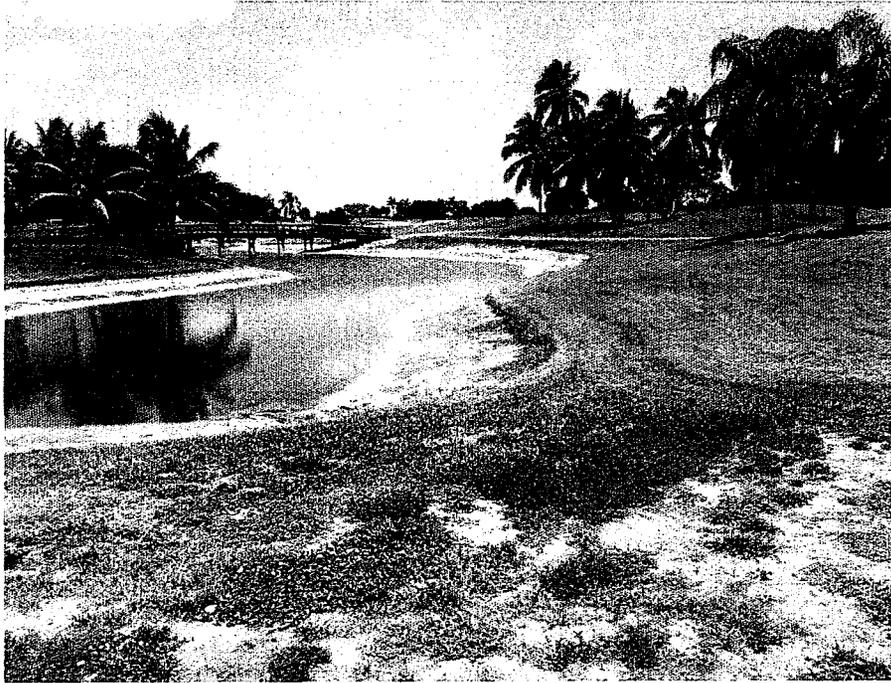


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LAKE 10 (Hole #9 West / Hole #10 East & North), cont.





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LAKE 10 (Hole #9 West / Hole #10 East & North), cont.





d/b/a Erosion Restoration

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EROSION PANEL



d/b/a Erosion Restoration

Landshore[®] Enterprises, LLC

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Landshore[®] has the sole exclusive use of the Erosion Control Plank listed on the next page.

Arelis van den Berg, Member



US 20140255097A1

(19) **United States**

(12) **Patent Application Publication**
van den Berg

(10) **Pub. No.: US 2014/0255097 A1**
(43) **Pub. Date: Sep. 11, 2014**

(54) **EROSION PREVENTION PLANK WITH INTERIOR LATTICE**

(52) **U.S. Cl.**
CPC *E02B 3/12* (2013.01); *E02B 3/18* (2013.01)
USPC **405/16**

(71) Applicant: **Andre van den Berg**, Fort Lauderdale, FL (US)

(57) **ABSTRACT**

(72) Inventor: **Andre van den Berg**, Fort Lauderdale, FL (US)

(21) Appl. No.: **14/197,509**

(22) Filed: **Mar. 5, 2014**

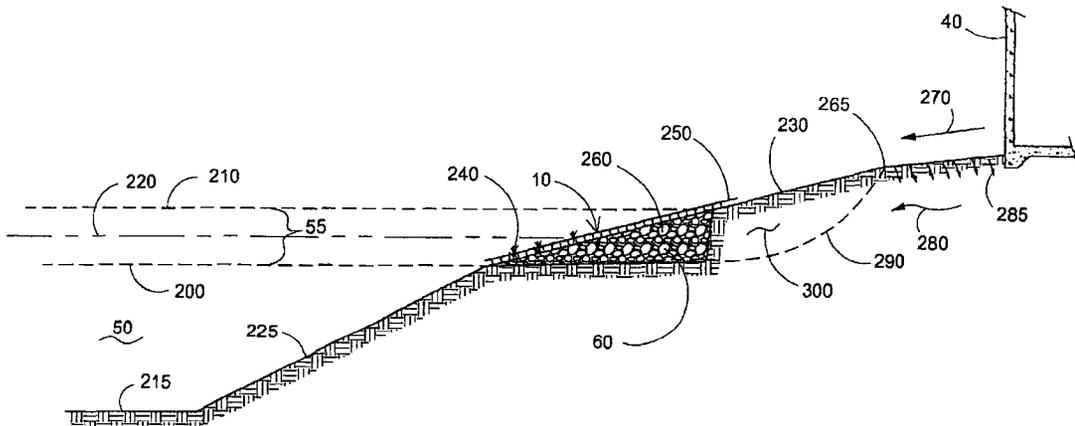
Related U.S. Application Data

(60) Provisional application No. 61/772,668, filed on Mar. 5, 2013.

Publication Classification

(51) **Int. Cl.**
E02B 3/12 (2006.01)
E02B 3/18 (2006.01)

An erosion control plank is provided. The plank is a lattice of intersecting vertical walls and horizontal walls and includes an opening to permit a stake to secure the plank over an eroded region. The plank can be secured by a stake. The eroded region is filled with appropriate fill material which would pass through the lattice. Plants and other growth are introduced onto the plank and fill material on or through the lattice where their root networks would help secure the fill and the plank and prevent erosion. The plank is rectangular and includes connectors to permit multiple planks to be secured to one another in both a horizontal and vertical relationship, allowing the erosion control planks to fit over any of a variety of eroded surfaces and to prevent erosion from occurring there again. The erosion control planks may also be used on a non-eroded area to prevent the onset of erosion.





d/b/a Erosion Restoration

Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
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LANDSHORE® Resumes

Landshore® Enterprises, LLC - 5601 Powerline Road, Suite 301, Fort Lauderdale, Florida, 33309

Tel: (954) 327-3300 • Fax: (954) 533-1556 • Email: info@landshore.com

Andre van den Berg
Landshore® Enterprises, LLC
d/b/a Erosion Restoration, LLC

Accomplishments:

- Founder and managing member of a well-established land erosion company based in Fort Lauderdale, FL.
- Thirteen years of successful business ownership.
- *Invented and patented an erosion control product.*

Educational Background:

- Bachelor of Science in Construction Management – Technicon in Pretoria, SA
Faculty of Engineering and Management
National Diploma from South Africa - #91077469
- Engineering Department of Police, SA

Professional Summary:

- Communication with clients, contract administration and project coordination.
- Management of industrial, commercial, and residential projects.
- Site planning, engineering design and calculations.
- Final plans production and review.
- Construction supervision, inspections and close-out.

Projects for design/build shoreline restoration:

- City of Lauderdale Lakes, FL
- City of Pembroke Pines, FL
- City of Casselberry, FL
- City of Oak Brook, IL
- South Broward Drainage District, FL
- Collier County, FL
- Severn Trent Management Services
 - Colonial Country Club, FL
 - Vasari HOA, FL
 - Bobcat Trail Community District, FL
 - BellaTerra, FL
 - Heritage Palm, FL
- Waterlefe Community Development District, FL
- Dataw Golf Course, SC
- Paradise Island, Bahamas
- Flamingo Country Club, FL

Certifications and Memberships:

- Member of Florida Lake Management Society
- Member of US Golf Association for erosion control and lake bank restoration products

References and more examples of projects are available upon request

BORIS STAN BELFER, M.S.C.E.

Education: 1985-1990

Moscow State University of Transportation, Russia.

Master of Science Degree in Civil Engineering.

Professional Experience (1990-2015):

-Communication with clients, contract administration and project coordination.

-Management of industrial, commercial, and residential projects.

-Permits acquisition, mediation and negotiation with government agencies.

-Site planning, engineering design and calculations.

-Final plans production and review.

-Construction supervision, inspections and close-out.

Affiliations:

American Society of Civil Engineers.

National Society of Professional Engineers.

Certifications:

Professional Registration LV 327234 (European reciprocity)

Instructor for Florida Department of Environmental Protection #188.

Publications:

15 scientific works relating to drainage and stability of structures

Representative projects:

CCL Consultants

10,500 acres - City of Weston, Subdivisions Plans for Arvida JMB Partners

- Weston is a home-town community of 15,000 homes, 200 acres of parks and more than 1,500 acres of protected conservation land.
- Design involvement included local and collector roadways, paving, grading, drainage, water and sewer as well as preparation and submittal of minor and major modifications.

Shah Drotos

1,682 acres - Central County Neighborhood Improvement Project (CCNIP) for BCOES

- The Central County Neighborhood Improvement Project (CCNIP) includes 21,300 residents, and 5,029 homes with 3,678 septic tanks.
- The planned improvements for the area included 53 miles of roadways, 35 miles of sidewalk, and 84 miles of pipeline.

Ralph Denuzzio & Associates

830 acres - Surface Water Management System in Woodfield County Club for LANG Management.

- Woodfield Country Club is family oriented community, consisting of 15 subdivisions with 1300 single family homes and townhouses, 18 hole championship golf course, tennis center and many other features.

- Involved evaluation and analysis of existing surface water management system, drainage calculations, inspections and remediation report – to eliminate flooding condition.

Ralph Denuzzio & Associates

97 Acres - Drainage Forcemain for City of Sweetwater, Miami-Dade

- Design involvement included preparation and submittal of Maintenance of Traffic Plan and Storm Water Pollution Prevention Plan. City's condition to keep residential streets accessible for local residents and commitment for water quality made it a challenging task. Project required intimate knowledge of FDOT standards, MUTCD guidelines and FDEP regulations. It was completed in extremely short period of time.

Ralph Denuzzio & Associates

36 Acres - Design and Permitting for Lake Heights Development Residential subdivision, Nassau, Bahamas.

Ralph Denuzzio & Associates

39 acres - Re-design Pavement Grading and Drainage at the existing shopping center, add surface water management areas and resolve utility conflicts in order to stop flooding problems, Winn-Dixie Plaza, City of Sunrise, Florida

GGB Engineering, Inc.

475 Acres - GPS Survey of construction defects, forensic GIS and report for Long Lake Ranches, Davie, FL.

GGB Engineering, Inc.

320 Acres - GPS Survey of construction defects, forensic GIS and report for Riverstone, Davie, FL.

GGB Engineering, Inc.

69 Acres - Lift Station calculations and South Florida Water Management District Permit modification for Mediterranea at Woods Edge, West Palm Beach, FL.

GGB Engineering, Inc.

40 Acres - Drainage, Water and Sewer Design for Colonial-Winkler Cornerstone Group, Lee County, FL.

GGB Engineering, Inc.

10 acres - Paving, Grading, Drainage, Water, Sewer and offsite roadway improvements for Weinbaum Yeshiva High School, Boca Raton, FL

GGB Engineering, Inc.

6.5 acres - Civil engineering design and permitting for 275 room hotel with 40,000 sf retail and 4 outparcels, City of Hollywood, FL

Ciudad Ventura

73 Acres - Quality Engineering for Residential Subdivision, Babohoyo, Los Rios Ecuador.

Allstate Resource Management

173 Acres - GIS for surface water management analysis and drainage improvements,

Avalon residential subdivision, Broward County.

Landshore Enterprises, LLC d/b/a Erosion Restoration, LLC

300 acres - Canal bank stabilization, seawall design and calculations for Oakland Estates, City of Laderdale Lakes, Broward County, FL

Landshore Enterprises, LLC d/b/a/ Erosion Restoration, LLC

4,000 feet - Consulting on Broad Beach revetment for Trancas Property Owners Association, Malibu, CA

Other Project Experience:

• Planning for State projects:

Andrews Avenue, Ft. Lauderdale
Okeechobee Road, Palm Beach County
Hallandale Beach Blvd., Dade County
I-95, Dade County

• Developing Cross Sections:

Stale Road 7 and Sample Road Intersection, Broward County

• Developing Profiles:

Andrews Avenue Extension, Broward County

• Drainage Design:

Powerline Road, Broward County.

• Geometric Design:

Access Road for Roosevelt Bridge, West Palm Beach
Stirling Road and I-95 Intersection, Broward County

• Flexible Pavement Design:

Port St. Lucie Blvd., Palm Beach County

• Storm Water Pollution Prevention Plans:

Copans Road, Broward County

• Digital Terrain Modeling:

Andrews Avenue Ext., Ft. Lauderdale
17th St. Causeway, Ft. Lauderdale
Emerald Estates, Hollywood

ARELIS VAN DEN BERG

Highly motivated and dedicated professional with over 15 years of experience developing and implementing financial systems, strategies, processes and controls that helped improved results. Computer skills include proficiency in Excel, Great Plains, FRX, Integration Manager, QuickBooks and MS Office. Bilingual Spanish/English.

PROFESSIONAL EXPERIENCE

LANDSHORE® ENTERPRISES, LLC

D/B/A EROSION RESTORATION, LLC – Fort Lauderdale, FL
Shoreline Protection Specialists in business since 2002.

2012-Present

Owner/Managing Member/Executive Officer

July 2012-Present

Office Administrator. Responsible for financial reporting, billing, day to day customers/receivables, day to day vendors/payables and payroll. Prepare presentations for investors and financial institutions. Assist with proposals.

Key accomplishments:

- ◆ Assisted with the implementation of CRM software for the Company.
- ◆ Built databases to support operations crew.
- ◆ Improved payables system.

SMF ENERGY CORPORATION, INC. – Fort Lauderdale, FL

September 2002-July 2012

NASDAQ Listing: FUEL

Petroleum product distributor company with annual revenues of approximately \$230M.

Director, Financial Planning & Analysis

November 2008-July 2012

Responsible for SEC financial reporting. Prepare presentations in support of board and shareholders meetings and monthly/quarterly senior leadership meetings on an accurate and timely basis. Assist with annual operating plan and budget.

Key accomplishments:

- ◆ Improved work references system that ties back to the numbers on the SEC filings.
- ◆ Spearheaded the implementation of XBRL reporting for the Company.
- ◆ Built databases to support the accounts payable department and other departments.
- ◆ Participated in the reduction of the month end closing process from 20 days to 6 days which gave management financial data to make informed decisions about the Company.

Director, Corporate Accounting & Financial Reporting and Assistant Controller

February 2006-November 2008

Promoted to Director position to direct accounting functions. Supervise 4 accountants and oversaw financial analysis, audits, G/L, A/R, A/P, Inventory and Fixed Assets accounting in accordance with US GAAP standards. Manage external financial relationships with auditors and tax accountants.

Key accomplishments:

- ◆ Assisted in the conversion and consolidation of legacy accounting systems to Dynamics GP.
- ◆ Created a new general ledger chart of accounts that supported the new direction of the Company.
- ◆ Analyzed financial statements trends and provided accurate and reliable financial data to management.

Accounting and Reporting Manager/Supervisor

December 2004-February 2006

Performed monthly and year-end closings. Responsible of the consolidation of two recently acquired subsidiaries. Prepared internal management reports. Reconciled general ledger accounts and worked closely with auditors in reviews and yearly audits.

Key accomplishment:

- ◆ Successfully consolidated the financial statements of two recently acquired subsidiaries with different accounting systems and provided accurate financial reporting to internal management.

Staff/Inventory Accountant

December 2002-December 2004

Responsible for the reporting of the fuel inventory. Analyze and tracked fuel inventory. Assisted Corporate Controller with reports to management.

Key accomplishments:

- ◆ Revamped the physical inventory calculation and tracking system to report more reliable physical count.
- ◆ Created fuel inventory method by utilizing the measurements charts of the fuel trucks.

Entry level Accountant

September 2002-December 2002

- ◆ Processed and reviewed invoices for customers.
- ◆ Run reports for billing supervisor and for customers.

DILLER AND FISHER, REALTORS – Stone Harbor, NJ
Privately owned real estate company located in New Jersey.

February 2001-March 2002

Accountant- Accounts Receivable

Controlled all aspects of rental payments including cash receipts and cash disbursements. Maintained landlord records including monthly transactions. Handled daily accounts receivable functions including cancellations, returned deposits, and transfers.

Key accomplishments:

- ◆ Executed effective cash management strategies for cash receipts from rental income.
- ◆ Aided in various accounting and real estate activities as needed.
- ◆ Exhibited exceptional levels of customer service.

EDUCATION

Bachelor of Business Administration, Accounting (1998)
UNIVERSITY OF PUERTO RICO – Puerto Rico

LICENSURE

Certified Public Accountant -- Puerto Rico
2001

Meeting Date: July 28, 2015

Agenda Item

23

REQUESTED COMMISSION ACTION:

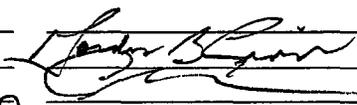
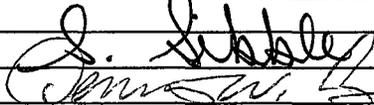
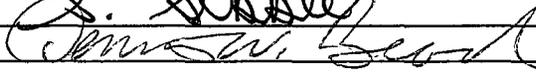
<u> </u>	<u> </u>	<u> X </u>	<u> </u>	<u> </u>
Consent	Ordinance	Resolution	Consideration/ Discussion	Presentation

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENT PLAN FOR THE CITY OF POMPANO BEACH FOR FISCAL YEARS 2015 THROUGH 2019 TO INCLUDE A PROJECT FOR REPAIRS TO THE MUNICIPAL GOLF COURSE; ESTABLISHING THE APPROPRIATE BUDGET FOR FY 2015; PROVIDING AN EFFECTIVE DATE.
(Fiscal impact: up to \$600,000.00 from Fund Balance - General)

Summary of Purpose and Why:

Staff is seeking City Commission approval of a Resolution to amend the CIP for FY'2015-2019. The amended CIP will allow Staff to add a new project to the CIP and conduct emergency repairs to the City's Municipal Golf Course. A \$600,000.00 budget has been set aside for this added project. Staff recommends approval.

- (1) Origin of request for this action: City Commission
- (2) Primary staff contact: Robert McCaughan/Horacio Danovich Ext. 786-4601
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: Up to \$600,000.00 from Fund Balance (General)

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>DEPARTMENTAL HEAD SIGNATURE</u>
City Attorney	07/20/2015	2015-1298	
Budget Director	7-22-15	<i>Approved</i>	
X Finance Director			
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:	Results:
_____	_____	_____	_____
2 nd Reading			
_____	_____	_____	_____



City Attorney's Communication #2015-1298

July 21, 2015

TO: Horacio Danovich, CIP Engineer

FROM: Gordon B. Linn, City Attorney

RE: Resolutions – Utility Easement

Pursuant to your e-mail dated July 21, 2015, attached please find the following captioned resolutions:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENT PLAN FOR THE CITY OF POMPANO BEACH FOR FISCAL YEARS 2015 THROUGH 2019 TO INCLUDE A PROJECT FOR REPAIRS TO THE MUNICIPAL GOLF COURSE; ESTABLISHING THE APPROPRIATE BUDGET FOR FY 2015; PROVIDING AN EFFECTIVE DATE.

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



GORDON B. LINN

/jrm
l:cor/engr/2015-1298

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENT PLAN FOR THE CITY OF POMPANO BEACH FOR FISCAL YEARS 2015 THROUGH 2019 TO INCLUDE A PROJECT FOR REPAIRS TO THE MUNICIPAL GOLF COURSE; ESTABLISHING THE APPROPRIATE BUDGET FOR FY 2015; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission has adopted a Five Year Capital Improvement Plan for the City of Pompano Beach for fiscal years 2015 through 2019 by Resolution No. 2015-17; and

WHEREAS, the said Capital Improvement Plan did not include a project for repairs to the municipal golf course; and

WHEREAS, emergency repairs to the banks of seven lakes at the golf course are needed; and

WHEREAS, it is the desire of the City Commission to commence said project; now, therefore,

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

SECTION 1. That the Capital Improvement Plan for the City of Pompano Beach for Fiscal Years 2015 through 2019 be amended to include the proposed Capital Improvement Project for the golf course; said project more particularly described in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That an additional budget of \$600,000 of capital project's funds be established for fiscal year 2015.

SECTION 3. That the completion of the plan for said project be scheduled for fiscal year 2015.

SECTION 4. That this Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/jrm
7/21/15
l:reso/2015-432

MEMORANDUM

July 21, 2015

TO: City Commission

THRU: Dennis Beach, City Manager
Greg Harrison, Assistant City Manager

FROM: Horacio Danovich, CIP Engineer



Issue

Staff is seeking City Commission approval to amend the Capital Improvements Plan (CIP) for fiscal years 2015-2019 to include a project to repair lake banks at the City of Pompano Beach Municipal Golf Course with an anticipated budget of up to \$600,000.00.

Recommendation

Staff recommends Approval.

Background

Staff is seeking City Commission approval of a Resolution to amend the CIP. This amendment is necessary to include a new project to conduct emergency repairs to approximately 9,000 LF of City's Municipal Golf Course lake banks. These repairs are necessary due to severe erosion of the banks.

Golf Staff alerted the CIP Engineer of obvious damage to several lake banks. To determine the extent of the problem, the City hired Landshore to survey the lakes and assess the damage. Landshore prepared a report and recommended a course of action.

Staff recommends approval.

CAPITAL IMPROVEMENT PLAN JUSTIFICATION FORM

1. Purpose of CIP Justification Form:

Add new item to CIP Modify existing project

2. Project Name/ Number: *GOLF COURSE*

REPAIRS
3. Department: *CIP/ENGINEERING*

4. Project Estimate and Justification

Element/Object	FY 15-19 Request	Justification
<u>65-01</u> Program Administration/ Design		____ % of project construction cost
<u>65-02</u> City Fees		Explain basis for estimated fees:
<u>65-03</u> Outside Consulting/ Design		____ % of project construction cost
<u>65-04</u> Other Professional Fees		
<u>65-05</u> Permit Fees		
<u>65-06</u> Scoping Fees		
<u>65-07</u> Survey Fees		
<u>65-08</u> Right-of-Way (R.O.W.) Acquisition		@ _____ per square foot
<u>65-09</u> Land Acquisition		____ acres @ \$_ per acre ____ Other (explain)
<u>65-10</u> Furnishings		Explain
<u>65-11</u> New Equipment		
<u>65-12</u> Construction	\$600,000.00	Explain basis for estimate: 9000 linear feet @ \$67 per foot
<u>65-13</u> Legal Fees		Explain
<u>65-18</u> Utility/PW In-house Labor		
<u>65-19</u> CD/In-house Force Labor		____ % of project construction cost
<u>65-20</u> Project Contingency		Contingencies - ____ % of construction = \$
Project Total:	<i>\$600,000⁰⁰</i>	

5. Project Status: Design Phase Land Acquisition Phase Construction Phase

6. Basis for Construction On-Site Visits Design Plans Consultation w/ Consultant/Contractor
Estimates: Developed by Architect/Engineer Similar Work Experience

7. **Project Priority and Ranking by Department:** Please provide a priority ranking (Priority A, 1, 3 or 3) and relative numerical ranking for this project if your department is submitting more than one project for consideration in the Capital Improvement Plan.

Project Priority : A

Project Ranking by department: A

8. **Project description/justification:** The project description/justification is a synopsis of the particular capital improvement project. The project description should be concise and include a clear description of the project, location, background and other pertinent facts about the project.

Emergency repairs to the City's Municipal Golf Course. Repair +/-9000 LF of lake banks. Damage caused by erosion.

9. **Annual Operations and Maintenance Costs:** Please complete all applicable questions that pertain to the annual operations and maintenance costs associated with the proposed project.

A) New Positions

Will new positions be required? Yes ___ No X

If yes, indicate the number of new positions to be added, whether the positions will be part-time or full-time, and the pay grade.

B) Operations

1) Will any of the following services be required after the proposed project's completion?

Service	Yes	No	Estimated Annual Expenditure
Water & Sewer		X	
Electricity		X	
Gas		X	

C) Capital Equipment

List any capital greater than \$750 that will need to be purchased upon completion of the project. Make sure to include estimated costs and life cycle

Item	Cost	Life Cycle

D) Other Operating & Maintenance Costs:

List any other operating and maintenance costs associated with the proposed project that have not been discussed.

NONE

10. Department Head Approval: _____



Date: _____

7/2/2015

11. Planning & Zoning Division Approval: _____

N/A

Date: _____

12. City Engineer Approval: _____

Date: _____

13. Project Timing and Programming

Project Timetable & Programming of Funds

Quarters	FY 15				FY 16				FY 17				FY 18				FY 19				FY 20			
	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th
Program Admin./ Design (65-01)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
City Fees: (65-02)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
Outside Consulting & Design: (65-03)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
Other Professional Fees; (65-04)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
Permit Fees: (65-05)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
Scoping Fees: (65-06)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
Survey Fees: (65-07)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
R-O-W Acquisition: (65-08)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
New Equipment (65-11)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
Construction: (65-12)	□	□	□	☒	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
CD/In-house Force Labor: (65-19)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
Project Contingency: (65-20)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
Totals =	\$ 600,000 ⁰⁰				\$				\$				\$				\$							

Meeting Date: July 28, 2015

Agenda Item 24

REQUESTED COMMISSION ACTION:

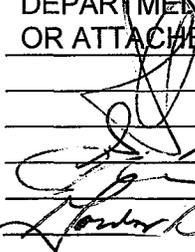
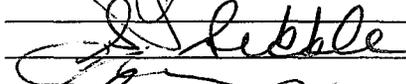
Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: A Resolution of the City Commission of the City of Pompano Beach, FL, approving and authorizing the proper City Officials to execute Change Order No. 2 pursuant to the agreement between the City of Pompano Beach and Pinnacle Construction Support Group, Inc. N/K/A Pinnacle/CSG, Inc. providing for modifications to the second floor bunk bathrooms at Fire Station No. 11; providing an effective date. Fiscal Impact 55,100

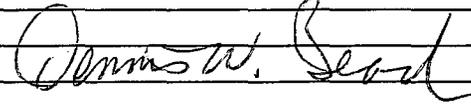
Summary of Purpose and Why:

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Horacio Danovich/Louis Friend Ext. 7834/ 4023
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: \$55,100 Acct. 302 7328 530 6512

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
CIP Engineer	<u>7/21/15</u>	APPROVE	
Finance	<u>7/21/15</u>	<u>Approval</u>	
Budget	<u>7-22-15</u>	<u>Approval</u>	
City Attorney	<u>7/20/15</u>	APPROVE	

Advisory Board
 Development Services Director
 City Manager 



ACTION TAKEN BY COMMISSION:

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



Phone: (954) 786-4061

City of Pompano Beach
Capital Improvement Projects Division

Fax: (954) 786-4028

MEMORANDUM

DATE: 07/18/2015

TO: Dennis Beach, City Manager

THRU: Greg Harrison, Assistant City Manager
Horacio Danovich, C.I.P. Engineer

FROM: Louis Friend, Construction Manager

SUBJECT: Fire Station No. 11
Change Order No 2 - Modification to 2nd Floor Bunk Bathrooms

Unforeseen conditions to the Completion Contract necessitate remedial work to the second floor bunk-room bathrooms at Fire Station No 11 to correct improperly sloped concrete floors. This unforeseen condition creates an unsafe environment for the City's Fire Department. This condition is due to unsuitable construction performed by the Original Contractor. The cost of this work would be compensable from the Completion Contractor. The repair is necessary for the proper functioning on the fire station.

Please find the attached Change Order No. 2 to the Completion Contractor in the amount of \$55,100.00 for the City Manager's signature. After signature, it will be expedited for creation of a resolution and an agenda item worksheet intended for inclusion in July 28th Commission meeting agenda.



City Attorney's Communication #2015-1291
July 20, 2015

TO: Louis Friend, Construction Project Manager
FROM: Gordon B. Linn, City Attorney
RE: Resolution Approving Change Order No. 2 – Fire Station No. 11

Pursuant to your memorandum dated July 18, 2015, the following form of Resolution has been prepared and is attached:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE CHANGE ORDER NO. 2 PURSUANT TO THE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PINNACLE CONSTRUCTION SUPPORT GROUP, INC. N/K/A PINNACLE/CSG, INC. PROVIDING FOR MODIFICATION TO THE SECOND FLOOR BUNK BATHROOMS AT FIRE STATION NO. 11; PROVIDING AN EFFECTIVE DATE.

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


GORDON B. LINN

/jrm
l:cor/engr/2015-1291

Attachment

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE CHANGE ORDER NO. 2 PURSUANT TO THE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PINNACLE CONSTRUCTION SUPPORT GROUP, INC. N/K/A PINNACLE/CSG, INC. PROVIDING FOR MODIFICATION TO THE SECOND FLOOR BUNK BATHROOMS AT FIRE STATION NO. 11; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Change Order between the City of Pompano Beach and Pinnacle Construction Support Group, Inc. now known as Pinnacle/CSG, Inc. providing for modification to the second floor bunk bathrooms at Fire Station 11, a copy of which Change Order 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 Change Order between the City of Pompano Beach and Pinnacle Construction Support Group, Inc. now known as Pinnacle/CSG, 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



CONTRACT MODIFICATION (CHANGE ORDER)
 CITY OF POMPANO BEACH
 P.O. Drawer 1300
 Pompano Beach, FL 33061

The City Manager, by City Commission authorization (Resolution 96-96), has the authority to approve all **construction change orders** up to ten percent (10%) of the project's original total cost or **\$10,000.00, whichever is lower, on a cumulative basis.** When cumulative change orders for a project exceed ten percent (10%) of the original price or \$10,000.00, the City Commission approval is required prior to work being performed. Change Orders will not be processed without proper authorization and signatures.

Project Name: Fire Station No 11	Contract #: N/A
Project Number: 08-951	Date : 07/18/2015
Owner: City of Pompano Beach	Change Order #: 2
Contractor: Pinnacle CSG	

All items terms and conditions of the Completion Contract dated April 11, 2014 in accordance with Resolution No. 2014-202, between the City of Pompano Beach and Pinnacle Construction Support Group, Inc. a/k/a Pinnacle/CSG, Inc. remain unchanged and in full force and effect.

The following modifications to the CONTRACT are hereby ordered:

<u>CONTRACT AMOUNT</u>		<u>CONTRACT TIME (Calendar Days)</u>	
Original	\$ 1,348,337.00	Original Contract Time	120 Days
Previous Changes (+/-)	\$ 216,712.00	Previous Changes (+/-)	0 Days
This Change Order (+/-)	\$ 55,411.00	This Change Order (+/-)	30 Days
Revised Contract Amount	\$ 1,620,460.00	Revised Contract Time	155 Days
% change from Original (this CO)	4.11%	Cumulative COs	20.18 %
Cumulative Change Orders	\$ 272,123.00	Revised Contract Completion Date	_____

OWNER	CONSULTANT	CONTRACTOR
City of Pompano Beach		Pinnacle/CSG
P.O. Box 1300		528 E Park Ave
Pompano Beach, FL 33061		Tallahassee, FL 32301

By: _____ By: _____ By: Margaret [Signature]
 City Manager
 Date: _____ Date: _____ Date: 7-20-15

CIP ENGINEER		
City of Pompano Beach		
1201 NE 5 th Avenue		
Pompano Beach, FL 33060		

By: _____ By: _____ By: _____
 CIP Engineer
 Date: 7/20/2015 Date: _____ Date: _____



Change Order Request

Detailed (with Breakdown of PCOs), Grouped by Each Number

Pompano Fire Station 11 **Project # 13-FL-0255**
 189 N Ocean Blvd Pompano Beach, FL 33062 Tel: 850-412-9387 Fax: 850-412-9388 **Pinnacle/CSG**

Change Order Request: 036 **Date: 7/13/2015**

To: Louis Friend
 City of Pompano Beach
 1201 NE 5th Ave
 Pompano Beach, FL 33060

From: Margaret Anderson
 Pinnacle/CSG
 528 E Park Ave
 Tallahassee, FL 32301

Description	Category	Status
Re-epoxy bathroom floors to correct pitch		Sent

Reference	Required By	Days Req.	Amt Req.
	7/15/2015	30	55,411

Notes

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
Description	Notes					

091	7/16/2015		55,411	30	Owner Change Order	
Re-epoxy the bathrooms on 2nd floor			Bathrooms on the 2nd floor need to be repaired as water is draining into the hallways. Concrete was not sloped at the time of setting by JCON. Existing epoxy must be removed, a topping applied to create a pitch to the drains, then new epoxy system installed. Also includes the removal and resetting of the toilets, sinks and cabinets.			

Item No	Item Description	Amt Prop	Reference
001	Demo of existing floor	2,500	
002	Remove/reinstall plumbing fixtures	6,000	
003	Remove/reinstall cabinets	4,000	
004	Correct pitch with topping	3,000	
005	Install new epoxy	32,000	
Level 001	10% Overhead	4,750	
Level 002	5% Profit	2,613	
Level 003	1% Bond	549	

Approved By:

Signature _____

Name _____ **Date** _____

FS 11 - Bathroom Pitch Correction ROM

	<u>Remove/Reinstall Epoxy</u>
Demo Existing Floor	\$ 2,500.00
Remove/reinstall plumbing fixtures	\$ 6,000.00
Remove/reinstall cabinets	\$ 4,000.00
Correct pitch with topping	\$ 3,000.00
Install new Epoxy	\$ 32,000.00
	\$ 47,500.00
PCSG Markup	\$ 7,600.00
	\$ 55,100.00
Per Bathroom cost	\$ 9,183.33

Notes:

Price for new epoxy is based off the cost of FS 103.

Installation to be done 2 bathrooms at a time with a 5 to 7 day duration. Total installation time = No longer than 1 month

"CONTRACTOR"

Pinnacle CSG, Inc.

Witnesses:

[Signature]

By: Margaret Anderson

 Print Name: Margaret Anderson
 Title: Vice President
 Business License No. CGC 1510790

STATE OF FLORIDA
 COUNTY OF Broward

The foregoing instrument was acknowledged before me this 20th day of July, 2015, by Margaret Anderson as VP, Project Delivery of Pinnacle/CSG, Inc., A Florida corporation on behalf of the corporation. He/she is personally known to me ~~or who has produced~~ _____ (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
 NOTARY PUBLIC, STATE OF FLORIDA

Andrea Mosher
 (Name of Acknowledger Typed, Printed or Stamped)
FF203467
 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

Meeting Date: July 28, 2015

Agenda Item

25

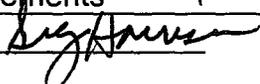
REQUESTED COMMISSION ACTION:

Consent Ordinance x Resolution Consideration/ Discussion Presentation

Short Title: A RESOLUTION OF THE CITY COMMISSION TO APPROVE A LETTER RELATING TO A GRANT APPLICATION TO THE ECONOMIC DEVELOPMENT ADMINISTRATION FOR THE PURPOSE OF OBTAINING FUNDS FOR CONSTRUCTION OF BRINY AVENUE AND CONFIRMING THE CITY'S CONTRIBUTION OF \$2,500,000; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The City has an opportunity to receive a \$2.5 million Federal Grant from the Economic Development Administration that would pay for 50% of the cost for the Briny Avenue Streetscape Revitalization Project. A letter from the City Manager is needed to complete the application requirement.

- (1) Origin of request for this action: EDA Matching Fund Requirements
- (2) Primary staff contact: Greg Harrison, Assistant City Manager  EXT 4606
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: 50% match of \$5,000,000 project costs for Briny Avenue Streetscape Revitalization Project.

Sources: Capital Project Fund for Briny Avenue \$782,510

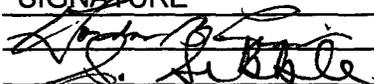
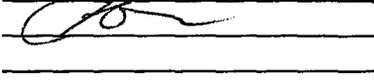
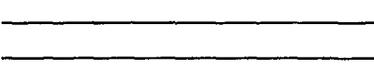
Special Purpose Fund Local Option Gas Tax Account \$700,000

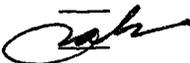
Special Purpose Fund Beach Area Master Parking Account \$315,000

Reimbursement from Broward County for FFE and Beach Library \$125,000

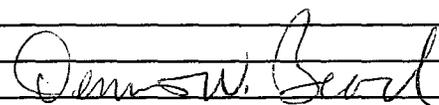
Capital Projects Fund Balance \$577,490

TOTAL OF ABOVE: \$2,500,000

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	<u>7/22/15</u>	<u>Approval</u>	
Finance	<u>7/21/15</u>	<u>Approval</u>	
Budget	<u>7-22-15</u>	<u>Approval</u>	



X City Manager



ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-1134
June 19, 2015

TO: Dennis W. Beach, City Manager
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Briny Avenue Streetscape Revitalization Project

As requested, attached please find the following Resolution addressing the above-referenced matter:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE A LETTER RELATING TO A GRANT APPLICATION TO THE ECONOMIC DEVELOPMENT ADMINISTRATION FOR THE PURPOSE OF OBTAINING FUNDS FOR CONSTRUCTION OF BRINY AVENUE; AND CONFIRMING THE CITY'S CONTRIBUTION OF \$2,500,000; PROVIDING AN EFFECTIVE DATE.

Please do not hesitate to contact me if I may be of further assistance.



GORDON B. LINN

/jrm
l:cor/mgr/2015-1134

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 APPROVE A LETTER RELATING TO A GRANT APPLICATION TO THE ECONOMIC DEVELOPMENT ADMINISTRATION FOR THE PURPOSE OF OBTAINING FUNDS FOR CONSTRUCTION OF BRINY AVENUE; AND CONFIRMING THE CITY'S CONTRIBUTION OF \$2,500,000; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach, Florida, has prepared an application requesting grant funds from the Economic Development Administration for construction of Briny Avenue; and

WHEREAS, it is the desire of the City of Pompano Beach, Florida, to adopt a letter to approve the proposed application, the city's contribution and to establish its eligibility to participate in the program; now, therefore,

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

SECTION 1. That the City Manager is hereby authorized to submit the attached letter to the Economic Development Administration for the purpose of obtaining or acquiring funds to implement the construction of Briny Avenue.

SECTION 2. That the City of Pompano Beach is committed to the project and is in a fiscally and legally responsible position to provide the required funds in the amount of \$2,500,000; and confirming that these funds are available for expenditure in FY 2016 and FY 2017.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/jrm
6/19/15
L:/reso/2015-395



CITY MANAGER'S OFFICE

Dennis W. Beach, City Manager

E: dennis.beach@copbfl.com | P: 954.786.4601 | F: 954.786.4504

July 28, 2015

Mr. Jonathan Corso
Economic Development Administration
Regional Office
401 West Peachtree Street, NW, Suite 1820
Atlanta, Georgia 30308-3510

RE: City of Pompano Beach, Florida – Briny Avenue Streetscape Revitalization Project

Dear Mr. Corso:

The City of Pompano Beach is fully committed to providing a dollar-for-dollar match for its proposed EDA project, and is prepared to comply fully with any and all EDA matching requirements as necessary for this award.

As of the date of submission, the City can commit \$2.5 million in unencumbered funding toward the project in FY 2016 and FY 2017.

The City proposes to provide matching funds as the construction phase of Briny Avenue progresses.

Please do not hesitate to contact me should you have questions or concerns.

Sincerely,

Dennis W. Beach
City Manager



FINANCE DEPARTMENT
MEMO 15-112

Date: July 17, 2015

To: Dennis Beach, City Manager

From: Suzette Sibble, Finance Director

Re: Sources of Matching Funds for EDA Grant

The City has applied for a grant from the United States Economic Development Administration (EDA), under the EDA's Public Works and Economic Adjustment Assistance Program in order to fund the Briny Avenue Project. The grant requires that the City commit in writing the availability of funds to provide for a 50% match in the amount of approximately \$2.5 million. The Briny Avenue project (the "Project") consists of undergrounding approximately 2,300 LF of overhead utility lines from Atlantic Boulevard South to NE 8th Street and to include the side streets connecting to the west to A1A. Streetscape improvements will be done in conjunction with the undergrounding efforts. The project entails implementation of complete streets concepts to integrate pedestrian, bikers and automobile features. Anticipated streetscape improvements such as new sidewalks, pavers, new sea turtle-friendly lighting, street accents (trash containers, bicycle racks, benches, etc.), lush landscape (palms, trees, groundcovers) are some of the numerous elements that will be combined to make the complete streets experience a success. The project will also address severe drainage issues and tackle speeding concerns by strategically installing speed tables to slow down vehicular traffic. The project will also entail replacing and relocating of parking spaces, wherever possible.

The EDA requires a letter from the City ascertaining that the matching funds are indeed available to be committed for the Project. City staff has identified the following source of funds available for this purpose as follows:

Sources:

Funds Committed in the Capital Proj. Fund for Briny Ave.	\$ 782,510 (A)
Special Purpose Fund Local Option Gas Tax Account	700,000 (B)
Special Purpose Fund Beach Area Master Parking Account	315,000 (C)
Reimb. from Broward County for FFE - Beach Library	125,000 (D)
Capital Projects Fund Balance	577,490 (E)

Total	\$2,500,000
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Detail of Sources

A. Committed Project Funds

The City currently has funds committed to the Briny Avenue project within its capital program (the General Capital Projects Fund) in the amount of \$782,510.

B. 1 to 5 Cent Local Option Fuel Tax

Florida Statutes, Section 206.41(1)(e) authorizes County governments to levy this tax upon every net gallon of motor fuel sold within a county. The County by interlocal agreement can authorize the State to distribute a portion of the tax to local governments based on a population based formula. As there currently exists such an inter-local agreement with Broward County, the City receives such a distribution annually from the State, which is deposited into the "Local Option Gas Tax" Special Purpose Fund account. The tax proceeds may be used for transportation expenditures needed to meet the requirements of the capital improvements element of an adopted local government comprehensive plan or for expenditures needed to meet the immediate local transportation problems and for other transportation-related expenditures that are critical for building comprehensive roadway networks by local governments. An authorized use of these funds includes expenditures for the construction of new roads, the reconstruction or resurfacing of existing paved roads, or the paving of existing graded roads. The City has historically utilized these funds to subsidize the community bus service program, along with reimbursements received from Broward County. The City has accumulated of approximately \$800,000 in the special purpose fund account. Community bus service expenditures have historically been covered by the annual local option gas tax receipts, coupled with the reimbursement received from Broward County, on average, over the past five years. I am therefore recommending that the City utilize \$700,000 for road improvement projects by transferring the funds to the General Capital Projects Fund to be appropriated for the Briny Avenue project. The remaining \$100,000 will remain within the special purpose fund account to offset any costs for the free community bus service offered by the City to its residents, in any year whereby that fiscal year's local option gas tax receipts, coupled with the reimbursement from Broward County does not cover the annual amount paid by the City to the vendor providing the service.

C. Beach Area Parking

Section 36.033 of City Ordinance established a Beach Area Master Parking Area Account within the Special Purpose Fund. The source of monies for this account is derived from the parking facility fee as set forth in § 155.5102.J.7. Monies from this account shall be designated for the provision of parking spaces in the Beach Area Master Parking Program.

As a condition of the receipt of a parking space reduction from the Planning and Zoning Board/Local Planning Agency, an applicant is required to pay into the Beach Area Master Program account, a non-refundable sum of \$6,000 per parking space. All fees deposited into the fund may be utilized for the cost of labor and materials, the cost of land, leases, rights, easements and franchises, financing charges, interest prior to and during construction etc., and all other expenses necessary or incidental to determining the feasibility or practicability of such construction, reconstruction or use, administrative expenses and such other expense as may be necessary or incidental to the provision of public parking spaces. The special purpose account established to accumulate these resources currently has a balance of approximately \$315,000. As the Briny Avenue project has a parking element, it is being proposed that these funds be transferred to the Capital Projects Fund to be utilized for the Briny Avenue project.

D. Reimbursement from Broward County

On October 17, 2014, the City of Pompano Beach and Broward County entered into a lease agreement for a new 5,400 Sq. Ft. library located at 3250 NE 2 Street (Beach Library) to replace the old facility located at 201 N Pompano Beach Boulevard. The lease agreement included stipulations for the City to facilitate the acquisition of certain furniture, fixtures and equipment (FFE) and for the County to reimburse the City for those costs. County Staff provided a comprehensive list and City Staff coordinated

purchase of the requested FFE. Staff has submitted a reimbursement package to the County for these items.

E. Capital Projects Fund Balance

The City currently has funds committed to the following projects in the FY 2016 Recommended Capital Improvement Plan, to be funded with General Capital Project fund balance reserves:

• Dog Park Restroom	\$258,080
• Tot Basketball Courts in Comm. Park	66,640
• Sand Spur Park Improvs.	<u>373,320</u>
Total	\$698,040

Upon further analysis, it has been determined that these projects qualify to be funded from the City's Park Acquisition Fund. In accordance with the City's Code of Ordinances, the City has established a Park Acquisition Improvement Fund. Section 154.74 (E) of the City's Code of Ordinances requires certain fees be collected upon the issuance of building permits for development projects in accordance with the level of service standards which have been adopted in the city's Comprehensive Plan (used as the basis for determining the availability of service or facility capacities and the demand generated by a development). The objective of these impact fees is to ensure that new development shall not be approved unless there is sufficient available capacity to sustain certain levels of service for the recreational facilities as established in the Recreation and Open Space Element of the City Comprehensive Plan. The fee schedule is based on the dwelling types and number of bedrooms for each new development project. The Park Acquisition Fund currently has the following funds on deposit, separated into three neighborhood zones and one general citywide zone:

Citywide	\$1.9 million
Ocean to Federal	137k
Federal to Dixie	448k
Dixie to Turnpike	<u>18k</u>
Total	\$2.5 million

Available funds must be utilized within the designated zones. The three projects described above (currently proposed to be funded from General Capital Project Fund balance reserves) would be funded from the Citywide zone proceeds, which will allow the City to free up the remaining funds needed from its proposed 2016 Capital Improvement Plan commitments, to meet the \$2.5 million match requirement (\$577,490).

cc: Greg Harrison, Assistant City Manager
Ernesto Reyes, Assistant to the City Manager
Horacio Danovich, City Engineer

#25



CITY OF POMPANO BEACH
BUDGET ADJUSTMENT

ORIGINATING DEPT.

Finance

DATE

7/16/15

ACCOUNT DESCRIPTION	FND	DP	DV	SUB	EL	OB	AVAILABLE FUNDS	CURRENT BUDGET	* INCREASE	* DECREASE	REVISED BUDGET	
Special Purpose Fd Budgetary F/B - Beach Area	112	00	00	392	10	00			315,000			
Special Purpose Fd Budgetary F/B - Local option GAS TRX	112	00	00	392	10	00			700,000			
Transfer out (302)	112	00	00	599	91	05	0	131,473	1,015,000		1,146,473	
Fund Balance	302	00	00	392	10	00			577,490 ⁽¹⁾			
Transfer In (112)	302	00	00	381	11	12	0	131,473	1,015,000 ⁽¹⁾		1,146,473	
Brow. Cnty Contract Reimbo (Beach Lib-FFE)	302	00	00	338	30	00	0	0	125,000 ⁽¹⁾		125,000	
Briny Ave Project CSP # 12208 / Construction	302	74	86	530	65	12	782,510 ⁽¹⁾	955,416	1,717,490		1,532,906	
* USE WHOLE DOLLARS ONLY									TOTAL	5,464,980		

REASON

To appropriate funding to meet the required match for the EDA Grant for the Briny Ave. Project.
 ① = \$ 2.5 million

S. Sibble
Department Head

7/16/15
Date

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

- Yes _____ No
 - Yes _____ No
 - Yes No _____

Adjustment approved at City Commission Meeting of _____

<i>S. Sibble</i> Finance Director	7/16/15 Date	Budget Office	Date	City Manager	Date	AUDITED BY <i>[Signature]</i>	7/16/15	INPUT BY	CONTROL NO.
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REQUESTED COMMISSION ACTION:

Consent Ordinance x Resolution Consideration/ Discussion Presentation

Short Title: A RESOLUTION APPROVING AND AUTHORIZING AN ALLOCATION OF \$312,500 TO THE SHIPWRECK PARK, INC. TO BE USED TO DEVELOP, MANAGE AND MARKET AN ARTIFICIAL REEF OFF THE COAST OF POMPANO BEACH IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL RULES AND REGULATIONS.

Summary of Purpose and Why:

As a result of Commission approval on February 10, 2015, regarding formation of the Shipwreck Park Inc., a 501(c)(3) Foundation, has been formed. Another vessel has been identified to sink for an artificial reef. This resolution approves an allocation from the City to the Foundation in the amount of \$312,500.

- (1) Origin of request for this action: To initiate the funding for Shipwreck Park, Inc.
(2) Primary staff contact: Greg Harrison, Assistant City Manager, 786-4606
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding: \$312,500 from General Fund Undesignated Fund Balance per the attached budget adjustment.

Table with 4 columns: DEPARTMENTAL COORDINATION, DATE, DEPARTMENTAL RECOMMENDATION, DEPARTMENTAL HEAD SIGNATURE. Rows include City Attorney, Finance, and Budget.

[Signature]
X City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

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

GREG HARRISON, Assistant City Manager

100 W. Atlantic Boulevard
Pompano Beach, FL 33060
Phone: (954) 786-4606
Fax: (954) 786-4504



MEMORANDUM

DATE: July 23, 2015
TO: Dennis Beach, City Manager
FROM: Greg Harrison, Assistant City Manager 
SUBJECT: The Shipwreck Park

Mr. Beach, during the City Commission meeting February 10, 2015 the Commission heard a presentation from Tom DiGiorgio Jr. and Dr. Bob Leeworthy, Chief Economist, National Oceanic and atmospheric Association pertaining to the economic benefits of an Artificial Reef. Also, on February 10, 2015 the Commission approved:

1. A public/private partnership with PPI, Inc., parent entity for the Pompano Beach Isle Casino and Racetrack.
2. An agreement with a contractor to purchase, scuttle and sink the vessel, Santé Manna.
3. Creation of a 501© 3 Foundation to develop, manage and market the Artificial reef project for the City of Pompano Beach.

The owner of the Santé Manna made a decision to sell the vessel to another party. The contract with the contractor and PPI were both based on the vessel, Santé Manna therefore never went into effect. We have been looking for another vessel within budgeted amounts of \$312,500 from the City and \$312,500 from the Isle. In the meantime, a foundation, "The Shipwreck Park Inc.", Federal Tax ID 47-4500874 has been duly formed and another vessel has been located.

I respectfully recommend that the City Commission formally approve the allocation of \$312,500 to The Shipwreck Park, Inc. with the understanding that a process be developed with the City Finance Department for withdrawals as funds are needed. The first withdrawal would be for \$50,000 to be matched by the Isle for purchase of the Newtown Creek from the City of New York City, NY for \$100,000. This vessel was on a surplus auction for a price of \$850,000 as a commercial ship or \$235,000 for scrap value. No bids were received. We have successfully negotiated a price of \$100,000.

The Shipwreck Park Inc., would purchase the Newtown Creek from the City of New York and handle all of the arrangements with appropriate professionals to transport the vessel to Florida, scuttle the vessel per Environmental rules and sink the vessel off the Pompano Beach coast in the Spring of 2016.

Please let me know if you have any questions.



POMPANO PARK

July 22, 2015

Dennis Beach, City Manager
City of Pompano Beach
100 W Atlantic Blvd.
Pompano Beach, FL 33060

RE: Public/Private partnership The Shipwreck Park, Inc.

Dear Mr. Beach,

On February 10th of this year PPI Inc. (aka Isle Casino Racing) along with the City agreed to the creation of a 501(c)(3) for the purpose of developing and managing an Artificial reef project near shore to Pompano Beach.

We also jointly agreed to allocate funding of \$312,500 each toward the purchase, preparation, outfitting and scuttling of the vessel Sante' Manna. Unfortunately the purchase of that vessel for reasons beyond our control did not occur.

The 501(c)(3) organization has now been formed and is named **The Shipwreck Park, Inc.** and another vessel has been identified. This letter will serve as our continued commitment to allocate up to \$312,500 in matching funds and a pledge now to match up to \$50,000 for the purchase of the Newtown Creek from the City of New York.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Wyre".

Rob Wyre
Vice President & General Manager



City Attorney's Communication #2015-1288
July 21, 2015

TO: Greg Harrison, Assistant City Manager
FROM: Fawn Powers, Assistant City Attorney
RE: Resolution – Artificial Reef

As requested, I have prepared and attached the following captioned resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING AN ALLOCATION OF \$312,500 TO THE SHIPWRECK PARK, INC. TO BE USED TO DEVELOP, MANAGE AND MARKET AN ARTIFICIAL REEF OFF THE COAST OF POMPANO BEACH IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL RULES AND REGULATIONS; PROVIDING AN EFFECTIVE DATE.

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



FAWN POWERS

l:cor/mgr/acm/2015-1288f
Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING AN ALLOCATION OF \$312,500 TO THE SHIPWRECK PARK, INC. TO BE USED TO DEVELOP, MANAGE AND MARKET AN ARTIFICIAL REEF OFF THE COAST OF POMPANO BEACH IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL RULES AND REGULATIONS; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That The Shipwreck Park, Inc., is a Florida not for profit corporation and recognized tax exempt organization under Section 501(c)(3) of the Internal Revenue Code charged with developing, managing and marketing underwater offshore reefs to be known as Shipwreck Park off the coast of northern Broward County.

SECTION 2. That The Shipwreck Park, Inc. desires to establish an artificial reef off the coast of Pompano Beach as a significant economic development opportunity that will increase tourism and tax dollars and help make the City of Pompano Beach a world class tourist destination.

SECTION 3. That the City of Pompano Beach desires to provide The Shipwreck Park, Inc. a total of \$312,500 to be used exclusively to develop, manage and market an artificial reef off the coast of Pompano Beach in accordance with all applicable local, state and federal rules and regulations.

SECTION 4. That the City's Finance Director shall develop a process to provide The Shipwreck Park, Inc. the aforesaid funds, up to a total of \$312,500, on an as-needed basis upon receipt and review of the appropriate documentation.

SECTION 5. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

7/21/15
l:reso/2015-431f

REQUESTED COMMISSION ACTION:

Consent

Ordinance

X Resolution

Consideration/
Discussion

Presentation

SHORT TITLE

APPOINTMENT TO THE POMPANO BEACH POLICE & FIREFIGHTERS' RETIREMENT SYSTEM

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE POMPANO BEACH POLICE & FIREFIGHTERS' RETIREMENT SYSTEM OF THE CITY OF POMPANO BEACH FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON SEPTEMBER 12, 2018 PROVIDING AN EFFECTIVE DATE.

APPLICANTS: David Hall (Incumbent) – District 3
Robert J. Sikorski – District 1
Kenneth A. Campbell – District 3
Latoya T. Almonord – District 4

This is a City Commission's Appointment.



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

- (1) Origin of request for this action: City Clerk's Office
(2) Primary staff contact: Asceleta Hammond Ext. 4611
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding:

DEPARTMENTAL COORDINATION

DATE

DEPARTMENTAL RECOMMENDATION

DEPARTMENTAL HEAD SIGNATURE

City Clerk's Office

7/14/15

Approve

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance

Resolution

Consideration

Workshop

1st Reading

1st Reading

Results:

Results:

2nd Reading



**POMPANO BEACH POLICE & FIREFIGHTERS'
RETIREMENT SYSTEM**

2335 East Atlantic Boulevard ● Suite 400 ● Pompano Beach, FL 33062 ● PHONE (954) 782-4161 ● FAX (954) 782-5784

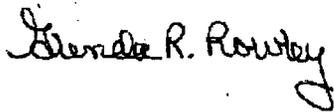
**MEMORANDUM
#2015-04**

TO: Asceleta Hammond, City Clerk
FROM: Glenda Rowley, Executive Director
DATE: June 26, 2015
SUBJECT: Reappointment of David Hall

On September 12, 2015, Mr. Hall's term on the Board of Trustees of the Police & Firefighters' Retirement System expires. He has indicated his willingness to serve another three-year term and has submitted an updated application. We are forwarding his application for consideration of reappointment by the City Commission.

Since his last appointment effective September 13, 2012, Mr. Hall has attended 33 Board meetings out of 39 meetings held.

Should you have any questions, please contact me.



cc: Board of Trustees

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 POMPANO BEACH POLICE & FIREFIGHTERS' RETIREMENT SYSTEM OF THE CITY OF POMPANO BEACH FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON SEPTEMBER 12, 2018; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Police & Firefighters' Retirement System 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 Police & Firefighters' Retirement System of the City of Pompano Beach for a term of three (3) years; said term to expire on September 12, 2018.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this ____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



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

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

Mr. Mrs. ___ Ms. ___ Miss ___ Name: DAVID HALL
(Optional)

Residence Information:
Home Address: 290 SE 8th Ct
City/State/Zip: Pompano Bch FL 33060
Home Phone: 954 782-9588 Cell Phone: 954 234-1723
Email: dxhall71@gmail.com Fax: _____

Business Information:
Employer/Business Name: US Premium Finance
Current Position / Occupation: Vice President Sales + Marketing
Business Address: 3169 Holcomb Bridge Rd., Suite 150
City/State/Zip: Norcross GA 30071
Business Phone: 954 234-1723 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: Pompano Police + fire Ret Sys

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

<input type="checkbox"/> Affordable Housing	<input type="checkbox"/> Cultural Arts	<input type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input type="checkbox"/> Education	<input type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input checked="" type="checkbox"/> *Police & Firefighter's Retirement System
<input type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input type="checkbox"/> Employee's Health Insurance	<input type="checkbox"/> Public Art Committee
<input type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Recycling & Solid Waste
<input type="checkbox"/> *Community Development(CDAC)	<input type="checkbox"/> Golf	<input type="checkbox"/> Sand & Spurs Riding Stables
<input type="checkbox"/> CRA East	<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> Marine
<input type="checkbox"/> CRA West	<input type="checkbox"/> *Housing Authority of Pompano Beach	<input type="checkbox"/> *Unsafe Structures
		<input type="checkbox"/> *Zoning Board of Appeals

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

In addition a Resume may be attached

Education: ST Thomas Aquinas H.S.

FL Atlantic University

Certified Public Pension Trustee.

Experience: VP Sales + Marketing @ US Premium Finance

Past Positions: VP Sales @ ReguCap an Insurance +
Fin Services Company.

Hobbies: Kids / Family, ST Coleman Mens Club / Church

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

Signature: 

Date: 6-25-15

Initials of Clerk or Deputy: _____

Date received or confirmed: _____

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

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



**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 J. SIKORSKI
(Optional)

Residence Information:

Home Address: 2738 SE 9 STREET
City/State/Zip: POMPANO BEACH FLORIDA 33062
Home Phone: 954-784-8407 Cell Phone: 954-684-8535
Email: RJSFIRE@GMAIL.COM Fax: 954-545-9129

Business Information:

Employer/Business Name: WSA SYSTEMS FIRE & SECURITY
Current Position / Occupation: MARKETING
Business Address: 442 NW 35 STREET
City/State/Zip: BOCA RATON FLORIDA 33431
Business Phone: _____ Fax: _____ Email: _____

Are you a U.S. Citizen? Yes No
Are you a resident of Pompano Beach? Yes No Reside in District: ^{oh} 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 **CRA -**
Current or prior service on governmental boards and/or committees: Economic Development

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

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

Experience: STATE CERTIFIED GENERAL CONTRACTOR - C.G.C-22797

STATE CERTIFIED ALARM CONTRACTOR - EFO001129

STATE CERTIFIED FIRE INSPECTOR

Past Positions: ATECH FIRE & SECURITY

QUALIFIER

Hobbies: _____

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

Signature: [Handwritten Signature]

Date: 5-4-2011

Initials of Clerk or Deputy: ms mh

Date received or confirmed: 5/4/11 5/30/14

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

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



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

*6/20/14 - Candidate
for Commission*

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

Mr. Mrs. ___ Ms. ___ Miss ___ Name: KENNETH A. CAMPBELL
(Optional)

Residence Information:

Home Address: 231 SE 12TH STREET
City/State/Zip: POMPANO BEACH, FLORIDA 33060
Home Phone: (954) 948-4154 Cell Phone: (954) 801-7153
Email: drkacampbell@bellsouth.net Fax: (N/A)

Business Information:

Employer/Business Name: (SELF-EMPLOYED)
Current Position / Occupation: ECONOMIC AND BUDGET CONSULTANT
Business Address: (SAME AS ABOVE)
City/State/Zip: _____
Business Phone: _____ Fax: _____ Email: _____

Are you a U.S. Citizen? Yes No ___
Are you a resident of Pompano Beach? Yes No ___ Reside in District: 1 ___ 2 ___ 3 4 ___ 5 ___
Do you own real property in Pompano Beach? Yes No ___
Are you a registered voter? Yes No ___
Have you ever been convicted of a felony? Yes ___ No ___
Current or prior service on governmental boards and/or committees: CHAIRMAN, BUDGET REVIEW 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 type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input checked="" type="checkbox"/> *Police & Firefighter's Retirement System
<input checked="" type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input type="checkbox"/> Employee's Health Insurance	<input type="checkbox"/> Recycling & Solid Waste
<input type="checkbox"/> Community Appearance	<input checked="" type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Sand & Spurs Riding Stables
<input type="checkbox"/> *Community Development	<input type="checkbox"/> Golf	<input type="checkbox"/> Marine
<input type="checkbox"/> CRA East	<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> *Unsafe Structures
<input type="checkbox"/> CRA West	<input type="checkbox"/> *Housing Authority of Pompano Beach	<input type="checkbox"/> *Zoning Board of Appeals

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

In addition a Resume may be attached

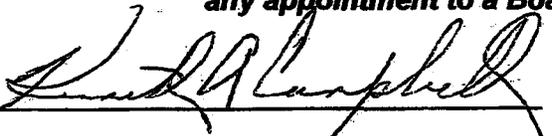
Education: PH.D. PUBLIC ADMINISTRATION (BUDGETING & FINANCE)
FAU; M.S. IN ED. SOCIAL STUDIES YSU; M.A. HISTORY YSU;
B.S. IN ED. HISTORY YSU

Experience: CURRENTLY BUDGET CONSULTANT WORKING FOR
THE GFOA AS AN IN-HOUSE BUDGET REVIEWER

Past Positions: CURRENTLY SERVE AS A GRANT REVIEWER
FOR EDOE, SERVED AS ASST. MGR. FOR FIELD OPER.
FOR US CENSUS BUREAU, SERVED AS CONSULTANT
FOR THE CITY OF POMPANO BEACH

Hobbies: SWIMMING, DANCING, WRITING

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

Signature: 

Date: 6/20/11

Initials of Clerk or Deputy: MB

Date received or confirmed: 6/20/11

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

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

Kenneth A. Campbell, Ph.D.
231 Southeast 12th Street
Pompano Beach, Florida 33060
(954) 943-4154
(954) 801-7153 (cell)
drkacampbell@bellsouth.net

RESUME

EMPLOYMENT HISTORY

Government Finance Officers Association **July 2004 to Present**
203 La Salle Street Suite 2700
Chicago, Illinois 60601-1210

POSITION: In-house Budget Award Reviewer
Supervisor: John Fishbien Senior Manager 312-979-9700 ext. 209

Review, analyze, comment and rank budget documents as to content and readability based on established criteria for the GFOA Budget Award program. As part of the GFOA's ongoing program to improve public budgeting, investigate the operational integrity of various entities through review of the budget function. Establish ongoing viability based on criteria designed to recognize superior budget preparation. The "analysis" function requires understanding the entity's budget process and structure, the comment function requires developing a narrative on changes that must be implemented prior to further submissions, and the rating function requires the numerical representation of the valuation for specific entity qualifications based on the review.

Economic and Budget Consultant **July 2006 to Present**
Budgeting and Financial Applications

POSITION: Budget Consultant (City of Pompano Beach ended Mar 2009)

Contract Manager: Brian Donovan Budget Director 954-786-4607
City of Pompano Beach

Develop and implement revenue forecasting model for annual budget projections specifically created to match historical resource patterns to macro-economic indicators using factor analysis. Develop performance measures based on actual operational activities in order to judge the efficiency and effectiveness of service delivery. Provide analysis of various operational tendencies through the alignment of revenues and expenditures in order to right-size the scope of services. Develop Strategic Planning initiatives for regional and municipal entities with evaluations of funding requirements given different operational iterations.

**Chairman,
Pompano Beach Budget Review Committee
(Volunteer Position)**

March 2009 to Present

Coordinate the efforts of the Budget Review Committee in assisting the City Commission in developing the most efficient and effective delivery of services possible given realistic funding limitations and the need for developing a sustainable foundation for municipal growth. Develop and analyze fee structures and recommend appropriate changes based on cost recovery needs. Examine service delivery alternatives for police operations within the City and make recommendations on future approaches.

**U.S. Census Bureau
Department of Commerce
Local Census Office 2921
4400 State Road 7
Lauderdale Lakes, Florida 33319**

October 2009 to September 2010

POSITION: Assistant Manager for Field Operations

Supervisor: Nethel Stephens LCO Manager 954-914-0958

Supervise over 950 office and field personnel in conducting the Decennial Census operations for the federal government. The span of control for completion of the various phases includes planning, designing, implementing and validating program applications. The operations require the ability to multi-task and the timely completion of deliverables in the form of factual information as collected by field personnel. In major operations, our office consistently finished first in the nation.

EDUCATION

**Florida Atlantic University
Doctor of Philosophy
Public Administration**

Aug. 1987 – Aug. 1994

Area of Concentration: Budgeting and Finance

**Youngstown State University
Youngstown, Ohio
Master of Arts**

Mar. 1974 – June 1975

Major: History

Youngstown State University

Mar. 1974 – June 1975

Youngstown, Ohio
Master of Science in Education

Area: Master Teacher
Major: Social Studies

Youngstown State University
Youngstown, Ohio
Bachelor of Science in Education

Sept. 1971 – Mar. 1974

Major: History
Minor: Economics

AWARDS

AL C. CHURCH AWARD

In each district, the Florida Department of Transportation acknowledges one individual per year for superior work in highway engineering. The award was presented in 1994.

DAVIS PRODUCTIVITY AWARD

Florida Taxwatch and the Davis Foundation acknowledge Florida employees who provide to the citizens of the State outstanding service while saving their tax dollars with these yearly awards. The award was received five times: 1994, 1995, 1998(2), and 2001.

SUSTAINED SUPERIOR ACHIEVEMENT AWARD

Each fiscal year, within the various districts in the Florida Department of Transportation, the outstanding employee from management and non-management is selected for recognition through the presentation of this award. It signifies a period of time in which the employee has demonstrated a sustained superior performance in service to the Department. For the period of July 1994 to June 1995, the award was presented for this level of cumulative service.

AASHTO STANDING COMMITTEE ON QUALITY AWARD

The American Association of State Highway and Transportation Officials offer national recognition for superior performance in the demonstration of teamwork in practical quality improvement applications. The award is provided to a small number of projects that show superior use of quality improvement techniques in the completion of highway-related work. The award was received twice: 1998(Exemplary Partner Team) and 2001(Pathfinder Team).

TEAM ACHIEVEMENT AWARD

In each district, the Florida Department of Transportation recognized teams for superior achievement at various stages in the development of roadway projects. This award was presented three times.



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

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

Mr. ___ Mrs. ___ Ms. X Miss ___ Name: LATOYA T. ALMONORD
(Optional)

Residence Information:

Home Address: 501 NW 17TH AVENUE
City/State/Zip: POMPANO BEACH, FL 33069
Home Phone: 954-394-6344 Cell Phone: SAME
Email: LALMONORD28@GMAIL.COM Fax: N/A

Business Information:

Employer/Business Name: EMBRACING TEAM, INC.
Current Position / Occupation: FOUNDER / CEO
Business Address: P.O. BOX 668402
City/State/Zip: POMPANO BEACH, FL 33066
Business Phone: 954-394-6344 Fax: N/A Email: EMBRACINGTEAMINC@GMAIL.COM

Are you a U.S. Citizen? Yes X No ___
Are you a resident of Pompano Beach? Yes X No ___ Reside in District: 1 ___ 2 ___ 3 ___ 4 X 5 ___
Do you own real property in Pompano Beach? Yes ___ No X
Are you a registered voter? Yes X No ___
Have you ever been convicted of a felony? Yes ___ No X
Current or prior service on governmental boards and/or committees: CHAIR, POLICY COUNCIL COMMITTEE, HEADSTART & EARLY HEADSTART BROWARD CTY SCHOOLS

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

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

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

In addition a Resume may be attached

Education: BACHELORS: THEATRE- FLORIDA ATLANTIC UNIVERSITY, BOCA RATON, FL

MASTERS: NOVA SOUTHEASTERN UNIVERSITY, DAVIE, FL

GOLDCOAST: REALESTATE SALES LICENSE

Experience: CUSTOMER RELATIONS MANAGEMENT, TEACHING & MENTORING, PROJECT

DEVELOPMENT & IMPLEMENTATION, TEAM BUILDING, WORKSHOP AND SEMINAR

PRESENTATION, PRENTAL & COMMUNITY INVOLVMENT, LEADERSHIP

Past Positions: PRINCIPAL- TOUCHDOWNS 4 LIFE CHARTER SCHOOL, ASST. SCHOOL

ADMINISTRATOR-MAVERICKS HIGH SCHOOL, ASST PRINCIPAL INTERN-BROWARD CTY

SCHOOLS, TEAM LEAD/ASSOCIATE DIRECTOR OF ADMISSIONS-KAPLAN UNIVERSITY,

REALTOR, CENTURY 21 HANSEN REALTY

Hobbies: MOTIVATIONAL SPEAKING, PRESENTATIONS, PREFORMING ARTS, HAIRSTYLIST

HELPING OTHERS, GETTING INVOLVED IN ANY ACTIVITY THAT FIGHTS FOR A WORTHY

CAUSE!

**** PLEASE SEE ATTACHED DOCUMENT: RESUME

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

Signature: 

Date: MARCH 20, 2013

Initials of Clerk or Deputy: JA

Date received or confirmed: 5/14

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

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



Latoya T. Almonord

501 NW 17th Avenue • Pompano Beach, FL 33069 • 954-394-6344 • latmonord28@gmail.com

PROFESSIONAL SUMMARY

Dedicated and compassionate education professional, who is committed to providing a well-balanced, supportive, and engaging learning environment for *all* students. Possession of in-depth knowledge of policies and procedures that govern schools and districts. Proven track record of exemplary student instruction, staff evaluations knowledge, and current student disciplinary actions. Adept in critical thinking, problem solving, communication skills, listening and articulation of ideas and group interaction. Strives to collaborate with all members of the school community to meet the needs of students and promote the philosophy of the school.

Flexible and versatile – able to maintain a sense of humor under pressure. Poised and competent with demonstrated ability to easily transcend cultural differences. Thrive in deadline-driven environments. Excellent working knowledge using PC, IBM and Mac systems; MS Word, Excel, PowerPoint, Access, Pinnacle, Backpack, Virtual Counselor, FileMaker Pro Windows, E-Learning

CORE COMPETENCIES

Grant Writing & Proposals
Customer Relationship Management
Teaching Mentoring & Development
Project Development and Implementation
Instructional Best-Practices
Team Building
Workshops and Seminar Presentations
Career Training & Counseling

Individualized Education Plans
Parental and Community Involvement
School Administration
Leadership and Team Building
Program Management and Coordination
Professional Development/Training
Enrollment & Recruitment
School & Community Fundraisings

EDUCATION & CREDENTIALS

Masters: Major: Educational Leadership - Nova Southeastern University, Davie, FL, 2011

State Certification: Florida Educational Leadership (All levels)

Professional Development

Ethical School Leadership ~ Problem Solving and Visionary Leadership ~ Organizational Management of Schools ~ HR- Process and Staff Development

Bachelors: Major: Theater - Florida Atlantic University, Boca Raton, FL, 2005

PROFESSIONAL EXPERIENCE

Touchdowns 4 Life Charter Middle School, Tamarac, FL

Principal, 8/12

Key Contributions:

Responsible for managing the policies, regulations, and procedures to ensure that all students are supervised in a safe learning environment that meets the approved curricula and mission of the school.

Mavericks High School, Sunrise, FL

Lead Teacher/Assistant School Administrator

Career Counselor

English Teacher, 07/11 to 06/12

Key Contributions:

Chaired collaborative meetings concerning best practices, professional development, and available resources. Assist with standardized testing in close collaboration with Curriculum Coordinator. Maintain knowledge of enrollment process, student policies, and instructional policies. Maintain thorough knowledge of the curriculum and appropriate modifications to meet student needs and work collaboratively with Administration on assessment, test data, and response to intervention. Other duties as assigned

- Increase Student Enrollment by 10% by restoring student-faculty relationships.
- Decreased student discipline rate 6% by implementing student discipline program
- Appointed by Principal as "Lead Teacher" to assist new teachers

Lauderdale Lakes Academy, Oakland Park, FL

10th Grade Team Lead/Language Arts Teacher (9-12), 08/10 to 6/11

Key Contributions:

Developed innovative approaches that were held as the model standard for meeting district goals in areas including technology integration across the curriculum, experiential learning, literacy and diversity. Taught language arts students and individuals with learning challenges within a mainstreamed, inclusive classroom. Consistently commended for ability to redirect students exhibiting behavior problems by replacing disruptive, unproductive patterns with positive behaviors. Led district-wide in-service on classroom management. Served on school committees and taskforces focused on curriculum development, textbook review, fundraising and anti-bullying efforts.

Blanche Ely High School, Pompano Beach, FL

Assistant Principal (Intern), 11/09 to 06/10

Key Contributions:

Responsible for assisting with supervision and evaluation of teaching and other school staff, and other duties as assigned. Assist all school administrators in the supervision all school functions, including support services, special activities and programs, student discipline, and curricula development. Supports the principal and administrative team in fostering a positive school climate and maintaining appropriate school and community relationships.

Kaplan University, Boca Raton, FL

Team Lead/Associate Director of Admissions 03/06 to 11/09

Sr. Admission Advisor,

Key Contributions:

Responsible for a team of fifteen+ sales advisors, tasks included corrective actions, student files, particular requests, plan scheduling, and recruiting. Managed all daily admissions operations, managed prospective student communications and application processing. Delegate team tasks as needed (e.g. recording, gathering information, etc). Facilitate ongoing self-evaluation of individual and team effectiveness, prepared meeting agendas. Coached and mentored new advisors and current advisors. Facilitate team meetings using appropriate brainstorming, problem solving, decision making, and project planning techniques. Conducted department meetings to coordinate and monitor planned implementation.

CERTIFICATIONS AND TRAINING

Certification in Florida Educational Leadership (FELE)

Certification in Drama (6-12)

Certification in Professional Education (PED)

General Knowledge Test (GKT)

Real Estate Sales Associate

Training and Workshops

Child Abuse Training

First Aid & CPR

AFFILIATIONS

Chair, Policy Council Committee- Head Start of Broward County Public School District, Fort Lauderdale, FL

Founder/President, Embracing TEAM Incorporation (*Teens Entering Active Motherhood*), Pompano Beach, FL

Tutor, Education Advantage, Fort Lauderdale, FL

Member, Alumni Association, Nova Southeastern University, Davie, FL

Member, PTA/SAC, Markham Elementary, Pompano Beach, FL

Scholarship Ambassador, Gates Millennium Scholars (GMS)/UNCF

SCHOOL AND COMMITTEE MEMBERSHIPS

Teacher Peer Mentor

Positive Behavior Support Team

Senior Graduation Committee

Reading Across Curriculum

REFERENCE

Immediately Upon Request

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 11 OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, ARTICLE I, GENERAL EMPLOYEES RETIREMENT SYSTEM, AND ARTICLE II, POLICE AND FIREFIGHTERS RETIREMENT SYSTEM, TO PROVIDE THAT THE RESPECTIVE BOARDS OF PENSION TRUSTEES SHALL HAVE THE POWER TO SUE AND BE SUED, AND TO HIRE AND APPOINT ATTORNEYS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, fourteen (14) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the Commission Meeting Room of the City of Pompano Beach, Florida; and,

WHEREAS, a public hearing before the City Commission was held, pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were in fact heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That the title and the first paragraph of Section 11.19 of the Code of Ordinances of the City of Pompano Beach are hereby amended to read as follows:

"Section 11.19. Same-Duties; responsibilities; powers.

The duties, responsibilities and powers of the board of trustees shall include the following:"

SECTION 2: That Section 11.19 of the Code of Ordinances of the City of Pompano Beach is hereby further amended by the addition of a new Subsection (j), said Subsection to read as follows:

"(j) To sue and be sued."

SECTION 3: That Section 11.21 of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

"Section 11.21. Employees and agents of board.

The Pension Board may hire and appoint such persons, agents, entities (including corporate fiduciaries) or attorneys as in its discretion may be required or advisable to enable it to perform its

custodial and investment duties hereunder; provided further, the Pension Board may enter into agency, investment advisory and custodial agreements for the purpose of securing investment and custodianship services for the system and fund."

SECTION 4: That the title and first paragraph of Section 11.57 of the Code of Ordinances of the City of Pompano Beach are hereby amended to read as follows:

"Section 11.57. Same-Duties; responsibilities; powers."

The duties, responsibilities and powers of the board of trustees shall include the following:"

SECTION 5: That Section 11.57 of the Code of Ordinances of the City of Pompano Beach is hereby further amended by the addition of a new Subsection (10), said Subsection to read as follows:

"(10) To sue and be sued."

SECTION 6: That Section 11.59 of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

"Section 11.59. Employees and agents of board.

The Pension Board may hire and appoint such persons, agents, entities (including corporate fiduciaries) or attorneys as in its discretion may be required or advisable to enable it to perform its custodial and investment duties hereunder; provided further, the Pension Board may enter into agency, investment advisory and custodial agreements for the purpose of securing investment and custodianship services for the system and fund."

SECTION 7: If any section or provision of this Ordinance shall be held invalid, such holding shall not affect or invalidate any other section or provision which is not of itself invalid.

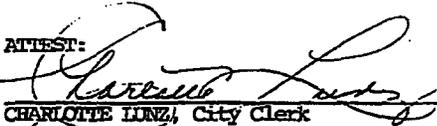
SECTION 8: All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

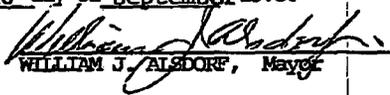
SECTION 9: This ordinance shall become effective upon passage.

PASSED FIRST READING this 9 day of September 1975.

PASSED SECOND READING this 16 day of September 1975.

ATTEST:


CHARLOTTE LUNZ, City Clerk


WILLIAM J. ALSDORF, Mayor

DCR/mcs
7/29/75
#309 *sk*

ORDINANCE NO. 73- 11

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

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 11 OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING THE POLICE & FIREFIGHTERS RETIREMENT SYSTEM AND REVISING THE NUMBERED SECTIONS OF CHAPTER 11 AFFECTED THEREBY; PROVIDING A SAVINGS CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT.

WHEREAS, the City Commission on August 15, 1972 via Ordinance No. 72-59 amended certain sections of Chapter 11 of the Code of Ordinances of the City of Pompano Beach by enacting into law an Amended Pension Plan for Police Officers, Police Dispatchers and Firefighters; and

WHEREAS, the City Commission of the City of Pompano Beach, Florida, on November 8, 1972, via Ordinance No. 73-3, amended certain sections of Chapter 11 of the Code of Ordinances of the City of Pompano Beach, Florida by providing an amended pension plan for the general employees of the City; and

WHEREAS, it is the desire of the City Commission to have these two pension plans in conformity with one another as much as possible; and

WHEREAS, it is the desire of the City Commission to amend certain portions of the Police & Firefighters Retirement System; and

WHEREAS, it is necessary to renumber certain sections of Chapter 11 affected by the passage of the aforesaid two Ordinances; now, therefore,

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

Section 1: That Section 11.35.1 of the Code of Ordinances

of the City of Pompano Beach, Florida as created in Ordinance No. 72-59 on August 15, 1972 is hereby amended as follows:

Article II

POLICE & FIREFIGHTERS

RETIREMENT SYSTEM

Division 1. Generally

Section 11.38 The City Commission determines that the City should establish and adopt an actuarially sound retirement and pension plan limited to eligible members of the City of Pompano Beach Police Department and Fire Department. Accordingly, there is hereby established a retirement system for eligible members of the City of Pompano Beach Police Department and Fire Department to be known as THE POLICE AND FIREFIGHTERS RETIREMENT SYSTEM. Members of this system shall not be eligible for membership in the General Employees Retirement System described in Sections 11.01 through 11.37 of this chapter.

Section 2: Page 1 of the aforesaid Ordinance No. 72-59 shall be amended as follows:

a) Strike "Article I", add "Section 11.39" following the title "Definitions".

b) The definition of "employee" shall be amended to read as follows: "Shall mean all regular and probationary employees of the City under the City's classification plan as in effect on October 1st, 1972, as a member of the Fire Department, or as a member of the Police Department with the job title of Dispatcher, Patrolman, Sargeant, Lieutenant, Captain or Chief. In the event of amendment or modification of the classification plan, until this Ordinance is amended specifically, employee shall mean, all regular and probationary employees whose duties most nearly coincide with the duties of the classifications set forth above, and excluding those whose duties most nearly coincide with the duties of the classifications

excluded by the above definition, and excluding those in the Fire or Police Department having a civilian rank. When used herein, the term Firefighter shall mean any member of the Fire Department as defined above".

Section 3: Page 3 of the aforesaid Ordinance shall be amended as follows:

Amend "Article II" to read "Division 2"

Renumber Section 1 to Section 11.40

Add item d. to "Conditions of Eligibility" to read as follows:

"d. Each present and future employee who is eligible to become a member of this system in accordance with the eligibility provisions above shall be required to become a member as a condition of continued employment by the City as an employee."

Renumber Section 2 to Section 11.41

Renumber Section 3 to Section 11.42

Section 4: Page 4 shall be amended as follows:

"Article III" amended to read "Division 3"

Section 1 renumbered to Section 11.43

Section 2 renumbered to Section 11.44

Subsection b. of said renumbered Section 11.44 shall be amended to replace the reference to Section "1-a above" as "Section 11.43 (a) above" and the reference to Section "2-b" to "Section 11.44 (b)"

Section 3 on page 5-a of the renumbered Division 3 shall be renumbered Section 11.45

Section 4 shall be renumbered Section 11.46

Section 5 shall be renumbered Section 11.47

Section 6 on page 5-b shall be renumbered Section 11.48

Section 7 on page 7 shall be renumbered Section 11.49

Section 5: "Article IV" on page 8 shall be amended to read "Division 4", and the entire division shall be renumbered Section 11.50

Section 6: "Article V" on page 9 shall be amended to read "Division 5", and Section 1 thereunder shall be renumbered Section 11.51

Section 2 shall be renumbered Section 11.52

Section 3 shall be renumbered Section 11.53

Section 4 shall be renumbered Section 11.54

Section 5 on page 10 shall be renumbered Section 11.55

Section 7: "Article VI" on page 11 shall be amended to read "Division 6", and the first section following the title "Administration" shall be numbered 11.56.

Sub-Section E on page 12 of the aforesaid renumbered Section 11.56 shall be amended to read as follows:

"E. The trustees shall serve without compensation but they may be reimbursed from the expense fund for all necessary, reasonable and proper expenses, such as travel, which they may actually expend in the performance of their duties as a member of the Board; said expenditure not to exceed the limits placed by law including, but not limited to, Florida Statute 112.061."

Sub-Section H on page 12 of the aforesaid renumbered Section 11.56 shall have the following sentence added to it:

"Board meetings shall be held in accordance with Robert's Rules of Order".

Sub-Section I on pages 12 and 13 of the aforesaid renumbered Section 11.56 shall be amended such that the last sentence therein shall read as follows:

"The Secretary and any Trustee authorized to handle or disburse funds or assets or sign checks shall be bonded for a minimum of 10% of the assets of the fund, with a maximum bond limit of \$100,000.00, the premium for said bond to be paid out of this fund."

Sub-Section K on page 13 of the aforesaid renumbered Section 11.56, shall be renumbered Section 11.57

The aforesaid renumbered Section 11.57 on page 13 shall be amended by the addition of a Sub-Section 9 to read as follows:

"To have performed an annual independent audit of the system's financial operations, books and fund."

Section 8: "Article VII" shall be amended to read "Division 7", and the section entitled "Establishment and Operation of Fund" on page 14 shall be renumbered Section 11.58

Sub-Section 3 of the Establishment and Operation of Fund
on page 14 shall be renumbered Section 11.59

Sub-Section 4 thereunder on page 14 shall be renumbered
Section 11.60

Section 5 thereunder on page 15 shall be renumbered
Section 11.61

Section 6 thereunder on page 17 shall be renumbered
Section 11.62

Section 7 thereunder on page 17 shall be renumbered
Section 11.63

Section 9: "Article VIII" on page 18 shall be amended to
read "Division 8", and Section 1 thereunder shall be renumbered
Section 11.64.

Section 2 thereunder shall be renumbered Section 11.65

Section 3 thereunder shall be renumbered Section 11.66

Section 4 thereunder shall be renumbered Section 11.67

Section 5 thereunder on page 19 shall be renumbered

Section 11.68

Section 6 thereunder shall be renumbered Section 11.69

Section 7 thereunder shall be renumbered Section 11.70

Section 8 on page 20 thereunder shall be renumbered

Section 11.71

Section 9 thereunder shall be renumbered Section 11.72

Section 10 thereunder on page 21 shall be renumbered

Section 11.73

Section 10: There shall be added immediately following the
aforesaid renumbered Section 11.73 a new section 11.74 to read as
follows:

11.74 - Duties of City Finance Department

Upon request, and as specified in such request, by the
Board of Trustees, the City's Finance Department shall maintain any
or all records and data necessary for the proper administration of

this System, and shall make such records and data available to the Board of Trustees. Such shall include, but not necessarily be limited to, the following list and any other similar items necessary for proper administration of the System:

- a. Deduct employee contributions, deposit to Fund each pay period.
- b. Maintain employee contribution accounts; determine interest to be credited annually as per Trustee's instructions.
- c. Receive and retain one copy of each form of application for participation, and beneficiary designation form.
- d. For terminating participants:
 1. Notify Trustees as to amount of contribution refund due.
 2. Note date of termination on original application form and retain in separate file.
- e. For pending retirements, complete basic data form, including determination of Average Monthly Earnings.
- f. Prepare annually employee data needed for actuarial valuation.
- g. Deposit City and State contributions to Fund.

Section 11: There shall be a new Section 11.75 immediately following aforesaid Section 11.74 to read as follows:

"11.75 - Termination of the System.

a) In the event of termination of the System, or complete discontinuance of City contributions to the System, the Fund held on the effective date of such termination or discontinuance shall be administered for the sole benefit of the then Members, active and retired, and Beneficiaries then receiving benefits and any future Beneficiaries entitled to receive benefits who are designated by any of said Members.

Subject to the provisions of this Section, the Fund shall be promptly allocated by the Trustees in an equitable manner to pro-

vide benefits for the persons stated herein, in accordance with the provisions of the System, in the following order of priority, and after first allocating accumulated employee contributions with interest not yet paid in the form of benefits under the System:

1. Members already retired under the Normal Retirement provisions of this System and those eligible for Normal Retirement but not actually retired, and their Beneficiaries, in proportion to and to the extent of the then actuarially determined present value of the benefits payable. If any funds remain, then,
2. Members already retired or eligible for retirement under the Early Retirement provisions of this System and their Beneficiaries in the same manner as in "1" above. If any funds remain, then,
3. All other members and their Beneficiaries in the same manner as in "1" above but based upon Continuous Service and Average Monthly Earnings as of the date of termination of the System, and with any benefits vested given precedence.

b) The allocation of the Fund provided for may, as decided by the Board of Trustees, be carried out through the purchase of insurance company contracts to provide the benefits as determined. The Fund may be distributed in one sum to the persons entitled to said benefits in the proportion of the then present value of said benefits, or the distribution may be carried out in such other equitable manner as the Trustees may direct".

Section 12: There shall be added a new Section 11.76 immediately following the aforesaid new Section 11.75 to read as follows:

"11.76 - Trustees to Submit Reports.

Each year in accordance with Chapters 175 and 185 of the Florida Statutes, on or before March 15th, the Trustees of the System

shall submit a report to the State Treasurer in accordance with the requirements of the aforesaid Florida Statutes".

Section 13: Article II of the aforesaid Chapter 11 - "Personnel Rules and Regulations" - shall become Article III, and its sections shall be renumbered from Sections 11.36 through 11.61 to corresponding Sections 11.77 through 11.102.

Section 14: Article III of Chapter 11 - "Employees' Emergency Fund" - shall become Article IV, and the sections therein shall be renumbered accordingly from 11.62 through 11.66 to 11.103 through 11.107.

Section 15: The following sections as renumbered by the aforesaid Ordinance No. 72-59, are hereby repealed:

Section 11.35.2

Section 11.35.3

Section 11.35.4

Section 11.35.5

Section 11.35.6

Section 16: Should any section or provision of this Ordinance or any portion thereof, or any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect validity of the remainder hereof as a whole or any part, other than the part declared to be invalid.

Section 17: All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

PASSED FIRST READING THIS 21st day of December, 1972.

PASSED SECOND READING THIS 3rd day of January, 1973.

ATTEST:

June Owen
JUNE OWEN, City Clerk.

J. Maxim Ryder
J. MAXIM RYDER, Mayor

ORDINANCE NO. 72-59

CITY OF POMPANO BEACH
BROWARD COUNTY, FLORIDA

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 11 OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA, REMOVING POLICE OFFICERS, POLICE DISPATCHERS AND FIRE FIGHTERS FROM COVERAGE UNDER THE CITY EMPLOYEES' PENSION PLAN; ENACTING INTO LAW AN AMENDED PENSION PLAN FOR POLICE OFFICERS, POLICE DISPATCHERS AND FIRE FIGHTERS; PROVIDING FOR A PROMPT AND ORDERLY TRANSFER OF ASSETS TO THE BOARD OF TRUSTEES UNDER THE AMENDED PENSION PLAN AND TO PRESERVE ALL ACCRUED BENEFITS TO DATE FOR POLICE OFFICERS, POLICE DISPATCHERS AND FIRE FIGHTERS; PROVIDING A SAVINGS CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT.

WHEREAS, the City Commission is desirous of amending certain Sections of Chapter 11 of the Code of Ordinances of the City of Pompano Beach in order to remove Police Officers, Police Dispatchers and Fire Fighters from coverage under the existing City of Pompano Beach Employees' Pension Plan, and

WHEREAS, the City Commission is further desirous of rescinding and repealing in their entirety Sections 11.35.1 through 11.35.10 and Sections 11.35.20 through 11.35.30 providing for supplemental Early Retirements for Police and Firemen, and

WHEREAS, the City Commission, upon extensive examination of the City's Pension Plan, desires to simultaneously enact into law a comprehensive amended Pension Plan for Police Officers, Police Dispatchers and Fire Fighters, and

WHEREAS, the City Commission further desires to preserve all benefits accrued to date and effect a prompt and orderly transition of all assets whatsoever attributable to Police and Fire Fighters under the existing Plan to the amended Plan, Now-Therefore,

Be it enacted by the City of Pompano Beach, Florida:

Section 1: The following changes are hereby made in the City of Pompano Beach Employees' Pension Plan (Chapter 11, Sections 11.01 through Sections 11.35), as follows:

1. Subsection (6) Employee, of Section 11.04 is amended to read as follows:

(6). EMPLOYEE means any person regularly employed by the City and whose customary employment is more than twenty hours in a week and more than six months in a calendar year, except that for purposes of this Plan the term Employee shall not include Police Officers, Police Dispatchers, or Fire Fighters.

2. Division 6. Death Benefits. Section 11.20. Life Insurance Amounts is amended to read as follows:

Division 6. Death Benefits

Section 11.20. Life Insurance - Amount.

As of the date an employee becomes a participant under this plan, life insurance shall be provided on his life under the terms of the group life contract in an amount equal to one thousand dollars for each ten dollars of such participant's prospective pension as of such date; provided, however, that prior to the date on which an employee becomes eligible for the pension plan, he shall be provided by the city with term insurance on the following basis:

Employment category	Amount of Term Insurance
Employees paid on an hourly basis (only after expiration of the six (6) month probationary period)	\$2,500.00
Employees paid on a bi-weekly basis	2,500.00

Such insurance shall continue until the date the employee becomes eligible to participate in the pension plan; provided, however, employees over age 54 and 6 months on date of employment by the city will not be eligible for such term insurance.

- Section 2: Article I-A entitled Police; Supplemental Early Retirement, and including Sections 11.35.1 through 11.35.8, is hereby rescinded and repealed.
- Section 3: Article I-B entitled Firemen; Supplemental Early Retirement, and including Sections 11.35.20 through 11.35.27, is hereby rescinded and repealed.
- Section 4: A new Section 11.35.1, being the City of Pompano Beach Amended Police and Fire Fighters Pension Plan and Trust, is hereby created to read as follows:

ARTICLE I

DEFINITIONS

As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

1. City means Pompano Beach, Florida.
2. Agreement means this written instrument setting forth the provisions of the Retirement System.
3. System means the Pompano Beach Police and Firefighters Retirement System as contained herein and all amendments thereto.
4. Fund means the Trust Fund established herein as part of the Plan.
5. Board means the Board of Pension Trustees, which shall administer and manage the System herein provided and serve as Trustee of the Fund.
6. Fiscal Agent shall mean any person or entity designated to serve as investment agent, or custodian of the Fund of the Retirement System.
7. Employee shall mean all regular employees of the City classified as Police Officers, Police Dispatchers, or Firefighters.
8. Member means an Employee who fulfills the prescribed participation requirements.
9. Continuous Service means uninterrupted service by a Member (expressed as years and completed months), from the date he last entered employment as an Employee until the date his employment shall be terminated by death, retirement, or discharge, provided, however, the Continuous Service of any Member shall not be deemed to be interrupted by:
 - a. Any authorized leave of absence or vacation; provided that all Members similarly situated in similar circumstances shall be treated alike pursuant to uniform, non-discriminatory rules.

- b. Any service, voluntary or involuntary in the Armed Forces of the United States, provided the Member is legally entitled to re-employment under the provisions of the Universal Training and Service Act, and any amendments thereto, or any law applicable to such re-employment, and provided further, that said Member shall apply for re-employment within three (3) months following termination of such service.

And, provided further, no credit for benefit computation purposes under the Plan shall be allowed in any case in excess of six (6) months wherein a Member has been on an authorized leave of absence or vacation.

10. Earnings

means basic wages and regular longevity bonuses paid to a Member, excluding non-regular overtime, bonuses and any other non-regular payments.

11. Average Monthly Earnings

means 1/12th of the arithmetic average of annual Earnings for the highest three years preceding the actual retirement or termination date of a Member.

12. Beneficiary

means the person or persons entitled to receive any benefits hereunder at the death of a Member who has or have been designated in writing by the Member and filed with the Board. If no such designation is in effect at the time of death of the Member, or if no person so designated is living at that time, the Board shall have the authority to designate the beneficiary or beneficiaries as provided herein.

13. Effective Date

means the date on which this Ordinance becomes effective.

1. Conditions of Eligibility

- a. Police Officers and Dispatchers and Firefighters who are Members of the City's Employees' Pension Plan at the time of adoption of this Retirement System shall be eligible to become Members of this System.
- b. Any other Police Officer, Dispatcher, or Firefighter shall be eligible to become a Member if at least twenty-one (21) and not more than thirty-two (32) years of age provided that:
 1. Such Employee satisfactorily completes all required medical examinations for an employee of his classification, and
 2. Such Employee meets all requirements of the Civil Service Board of the City except the probationary period.
- c. Should a veteran Police Officer or Firefighter from another governmental agency be employed by this City, over the age of thirty-two (32), he may participate in this Fund in accordance with uniform rules and procedures adopted by the Board. Board approval shall be required in each such individual case.

2. Application

Each eligible Employee shall complete an application form covering the following points, as well as such other points or items as may be prescribed by the Board:

- a. Such Employee's acceptance of the terms and conditions of the Pension Plan and Pension Trust Agreement; and if requested,
- b. Such Employee's designation of a Beneficiary or Beneficiaries;

3. Change in Designation of Beneficiary

A Member may from time to time change his designated Beneficiary by written notice to the Board upon forms provided by the Board; no change of Beneficiary shall be effective until such written notice has been received by the Board. Upon such change, the rights of all previously designated Beneficiaries to receive any benefit under the Plan shall cease.

RETIREMENT DATES AND BENEFITS1. Normal Retirement Date

- a. A Member may elect to retire on the first day of the month coincident with, or next following the attainment of age forty seven (47) and the completion of twenty (20) years of Continuous Service; provided, however, Employees who are eligible to and become Members as of the Effective Date of this System shall be eligible to retire on the attainment of age forty seven (47) regardless of the number of years of Continuous Service.
- b. Any Member wishing to extend his employment beyond the age of fifty six (56) must make application to the Board of Trustees. These extensions will be acted upon on a year to year basis to a maximum of age sixty (60), with the Board of Trustees having the final and binding authority on whether to grant or reject such applications.

2. Normal Retirement Benefita. Duration

A Member retiring hereunder on his Normal Retirement Date shall receive a monthly benefit which shall commence on his Normal Retirement Date and be continued thereafter during his lifetime. Upon reaching Normal Retirement Age a Member's benefits shall be fully vested.

b. Amount

Three percent (3%) of Average Monthly Earnings, for each year of Continuous Service, subject in any event to a Maximum of seventy five (75%) percent of Average Monthly Earnings; provided, however, Members who are eligible for Normal Retirement as of the Effective Date as provided in 1-a above shall receive the greater of the benefit provided by the formula above (2-b) or fifty percent (50%) of Average Monthly Earnings.

3. Early Retirement Date

A Member may retire on the first day of any month following the completion of twenty (20) years of Continuous Service.

4. Early Retirement Benefit

A Member retiring hereunder on his Early Retirement Date may receive either a deferred or an immediate monthly retirement benefit as follows:

- a. A deferred monthly retirement benefit which shall commence on his Normal Retirement Date and shall be continued on the first day of each month thereafter during his lifetime. The amount of each such deferred monthly retirement benefits shall be determined in the same manner as for retirement at his Normal Retirement Date except that Continuous Service and Average Monthly Earnings shall be determined as of his Early Retirement Date; or,
- b. An immediate monthly retirement benefit which shall commence on his Early Retirement Date and shall be continued on the first day of each month thereafter during his lifetime. The maximum benefit payable, as determined in subparagraph "a" above, shall be reduced actuarially so that actuarially equivalent benefits shall be payable in all cases wherein actual retirement date precedes a Member's regular Normal Retirement Date.

5. Disability

a. Service Incurred

Any Member who receives a service connected injury, disease or disability, which injury, disease or disability permanently incapacitates him, physically or mentally,

from regular and continuous duty as a Firefighter or Police Officer, or Dispatcher, shall receive in equal monthly installments an amount equal to seventy-five (75%) percentum of Average Monthly Earnings in effect at date of disability. The benefit shall be payable until the earlier of death or recovery from disability.

b. Non-Service Incurred

Any Member with ten (10) years of service who receives a non-service incurred injury, disease or disability, and which injury, disease or disability, permanently incapacitates or shall in the future permanently incapacitate him physically or mentally from regular and continuous duty as a Firefighter or Police Officer or Dispatcher, shall receive in equal monthly installments an amount equal to 2% of his Average Monthly Earnings for each year of Continuous Service, subject in any event to a Maximum of Fifty (50%) percent of Average Monthly Earnings at the time of disability. The benefit shall be payable until the earlier of death or recovery from disability.

c. Determination of Disability

All questions relating to eligibility for continuance of disability benefits shall be determined by the Board of Trustees, based upon the recommendation of the Medical Board.

6. Pre-Retirement Death

a. Service Incurred

A death benefit shall be payable in behalf of any Member who dies as a direct result of an occurrence arising in the performance of service. The benefit shall be payable as follows:

1. To the widow, or other designated Beneficiaries, as the case may be, a lump sum payment of \$5000; plus
2. To the widow, until the earlier of her death or remarriage, a monthly benefit equal to seventy five (75%) percent of the Member's final earnings plus
3. For each child until he or she shall have reached the age of eighteen (18) years,

and for each child from age eighteen (18) until age twenty-two (22) who is a full time student in an accredited school, there shall be paid in equal monthly installments, an amount equal to seven and one-half (7 1/2%) percent of the final earnings subject to an overall limitation of a total of ninety (90%) percent of final earnings for the widow and children combined. The non-student child's pension shall terminate on the earlier of death, marriage or the attainment of age 18; the pension of a child who is a student shall terminate on the earlier of death, marriage, or the attainment of age 22. Legally adopted children shall be eligible the same as natural children. 6

Upon remarriage or death of the widow, the seven and one-half (7 1/2%) percent child allowance shall be increased to fifteen percent (15%) for each child, and shall be paid in trust to eligible children, not to exceed a combined total of fifty percent (50%) of a Member's final earnings.

The trusteeship and disbursements of the pension to any child or children shall be determined by the Board of Trustees. No survivor pension shall be paid to any stepchild of a deceased member.

b. Non-Service Incurred

If any Member shall die in active service from causes not attributable to active duty or service, a death benefit shall be payable as follows:

1. With less than one (1) year of Continuous Service -
None
2. With one (1) but less than five (5) years of Continuous Service -
A single sum amount of \$5,000
3. With five (5) years of Continuous Service -
 - (i) A single sum amount of \$5,000, plus
 - (ii) To the widow in equal monthly payments a pension equal to sixty five % (65%) of such Member's accrued pension as of date of death, subject to a minimum of twenty percent (20%) of Average Monthly Earnings, plus
 - (iii) To the child or children of such deceased Member the same benefits as are payable by reason of Service-Connected Death, subject however, to a maximum combined limitation of monthly payments to the widow and children of fifty percent (50%) of final Earnings.

7. Vesting

If a Member terminates his employment with the Police or Fire Departments, either voluntarily or by lawful discharge, and is not eligible for any other benefits under this System, he shall be entitled to the following:

- a. With less than ten (10) years of Continuous Service -
Refund of Member contributions plus 3% interest
- b. With ten (10) or more years of Continuous Service -
 1. The pension benefit accrued to his date of termination, payable commencing at his otherwise Normal Retirement Date, provided he does not elect to withdraw his Member contributions
or
 2. Refund of Member contributions plus 3% interest.

Any Member of this System who, for whatever reason, has his employment with the City as a Police Officer, Police Dispatcher, or Firefighter terminated, but who remains or was previously employed by the City in some other capacity so that his total continuous period of employment with the City is ten (10) years or more, shall have all benefits accrued under this System preserved, provided he does not elect to withdraw his Member contributions. Such accrued benefits shall be paid at his otherwise Normal Retirement Date in accordance with the provisions of this System.

For purposes of determining Normal Retirement Age under this Vesting provision, Continuous Service shall include all employment with the City as well as the period of time subsequent to termination as a Member of this System; provided further, however, that benefits shall not be payable under this System during any period of continued employment by the City.

OPTIONAL FORMS OF RETIREMENT BENEFITS

Each Member entitled to a regular Normal Retirement Benefit shall have the right at any time prior to his actual retirement to elect to have his retirement benefit payable under any one of the Options hereinafter set forth in lieu of the retirement benefits otherwise provided herein, and to revoke any such elections and make a new election at any time prior to actual retirement. The value of optional retirement benefits shall be actuarially equivalent to the value of benefits otherwise payable. The Member shall make such an election by written request to the Board and such an election shall be subject to the approval of the Board.

OPTION 1 - Joint and Last Survivor Option

A retiring Member may elect to receive a decreased retirement benefit during his lifetime and have such decreased retirement benefit (or a designated fraction thereof) continued after his death to and during the lifetime of his spouse or a relative other than his spouse. The election of Option 1 shall be null and void if the designated Contingent Annuitant dies before the Member's retirement.

OPTION 2 - 10 Years Certain and Life Thereafter

A retiring Member may elect to receive a decreased retirement benefit with 120 monthly payments guaranteed. If, after retiring, the Member should die before said 120 monthly payments are made, payments are then continued to his designated beneficiary until 120 payments in all have been made, at which time benefits cease. After expiration of the certain period, should the retired Member be then alive, payments shall be continued during his remaining lifetime.

OPTION 3 - Other

In lieu of the other optional forms enumerated in this Article, retirement benefits may be paid in any form approved by the Board so long as actuarial equivalence with the benefits otherwise payable is maintained.

ARTICLE V
CONTRIBUTIONS

1. Member Contributions

Members of the Retirement System shall make regular contributions to the Trust Fund at a rate equal to Eight and Six Tenths Per Cent (8.6%) of their respective annual Earnings. Eligible Employees, as a condition of membership, shall agree in writing upon becoming a Member to make the contributions specified herein. Said contributions shall be deducted from said Earnings before the same are paid.

2. State Contributions

Any monies received or receivable by reason of laws of the State of Florida, for the express purpose of funding and paying for retirement benefits for Police and Firemen of the City shall be deposited in the Trust Fund comprising part of this System.

3. City Contributions

So long as this System is in effect the City shall make an annual contribution to the Trust Fund in an amount equal to the difference in each year as between the total of aggregate Member contributions for the year plus State contributions for the year and the amount necessary for the year to maintain the System on a sound actuarial basis as shown by the most recent Actuarial Valuation and Report for the System. The total cost for any year shall be defined as the total of Normal Cost plus the additional amount sufficient to amortize the Accrued Past Service Liability over a 40 year period commencing on October 1, 1972.

4. Guaranteed Refund of Member Contributions

All retirement, death, and disability benefits payable under this System are in lieu of a refund of Member contributions. In any event, however, each Member shall be guaranteed the payment of benefits at least equal in total amount to his accumulated contributions plus 3% interest.

5. Miscellaneous

All monies which have been funded by the Members contributions and the City's contributions, and monies from all outside sources such as private contributions or those contributions made by the State of Florida or any other Firms or Corporations or Companies being invested into any basic or secondary pension plan for the retirement of any employee which shall be included in this Fund, including any interest gathered by these monies, shall be transferred into this Fund to be known as "The Pompano Beach Police and Firemen's Pension Fund," no later than thirty (30) days after this Fund becomes law.

ADMINISTRATION

The General administration and responsibility for the proper operation of the pension system and for making effective the provisions of this Act are hereby vested in a Board of Trustees consisting of nine persons, as follows:

1. Three members other than Firemen or Policemen to be appointed as hereinafter provided;
 2. Three members of the Fire Department to be elected as hereinafter provided; and
 3. Three members of the Police Department to be elected as hereinafter provided.
- A. The term of office of each Trustee shall be three (3) years except that the initial terms of the Trustees of each class shall respectively be for one, two and three years. The initial terms shall commence on the 30th day after the Ordinance approving and authorizing this Agreement shall become law. Initially in each elective category, the Trustee receiving the most votes shall serve the 3 year term, the second most votes the 2 year term. The City Commission shall determine the term of office of each appointive Trustee.
- B. The appointive Trustees shall be appointed by the City Commission.
- C. The elective Trustees shall be elected in the following manner, to wit: By per capita vote of all members of each of said respective departments who come within the purview of this Act, both active and retired, at meetings to be held at places designated by the Board at which meetings all qualified members entitled to vote shall be notified in person or by mail ten days in advance of said meeting. The candidate receiving the highest number of votes for each office shall be declared elected and shall take office immediately upon commencement of the term of office for which elected or as soon thereafter as he shall qualify therefore. An election shall be held each year not more than thirty and not less than ten days prior to the commencement of the terms for which Trustees are to be elected in that year. The Board of Trustees shall meet, organize and elect one of their members as Chairman, and one member as Vice Chairman, within ten days after Trustees are elected and duly qualified.

- D. If a vacancy occurs in the office of Trustee, the vacancy shall be filled for the unexpired term in the same manner as the office was previously filled.
- E. The Trustees shall serve without compensation, but they may be reimbursed from the expense fund for all necessary expenses which they may actually expend through services on the Board.
- F. Each Trustee shall, within ten days after his appointment or election, take an oath of office before the City Clerk of the City, that so far as it develops upon him he will diligently and honestly administer the affairs of the said Board, and that he will not knowingly violate or willingly permit to be violated any of the provisions of the law applicable to the Retirement System. Such oath shall be subscribed to by the members making it and certified by the said Clerk and filed in his office.
- G. Each Trustee shall be entitled to one vote on the Board. Five votes shall be necessary for a decision by the Trustees at any meeting of the Board. The Chairman shall have the right to one vote only.
- H. Subject to the limitations of this Act the Board of Trustees shall from time to time establish uniform rules and regulations for the administration of funds created by this Act and for transactions of its business, including provisions for compulsory attendance of its members, which shall have the force of law.
- I. The Board of Trustees shall by majority vote of its members appoint a Secretary, who may, but need not be, one of its members. It shall engage such actuarial and other services as shall be required to transact the business of the Retirement System. The compensation

of all persons engaged by the Board of Trustees and all other expenses of the Board necessary for the operation of the Retirement System shall be paid at such rates and in such amounts as the Board of Trustees shall agree, but in no case shall the expenditures for such services or operations exceed three percent (3%) of the maximum in the Fund each fiscal year. All funds shall be disbursed by the Board of Trustees. The Secretary shall be bonded for five thousand dollars (\$5,000), the premium for said bond to be paid out of this Fund.

J. Any Trustee who neglects the duties of his office shall be removed by the Board of Trustees upon affirmative vote of seven (7) Members of the Board.

K. The duties and responsibilities of the Board of Trustees shall include the following:

1. To construe the provisions of the System and determine all questions arising thereunder;
2. To determine all questions relating to eligibility and participation;
3. To determine and certify amount of all retirement allowances or other benefits hereunder;
4. To establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the Plan;
5. To distribute at regular intervals to employees, information concerning the Plan;
6. To receive and process all applications for participation and benefits.
7. To authorize all payments whatsoever from the Fund.
8. To approve of any and all changes in the provisions of the System.

ARTICLE VII

FINANCES AND FUND MANAGEMENTEstablishment and Operation of Fund

1. As part of the System there is hereby established the Fund, into which shall be deposited all of the contributions and assets whatsoever attributable to the System.
2. The actual custody and supervision of the Fund (and assets thereof) shall be vested in the Pension Board. Payment of benefits and disbursements from the Fund shall be made only on authorization from the Pension Board.
3. The Pension Board, may hire and appoint such persons, agents or entities (including corporate fiduciaries) as in its discretion may be required or advisable to enable it to perform its custodial and investment duties hereunder; provided further, the Pension Board may enter into agency, investment advisory and custodial agreements for the purpose of securing investment and custodianship services for the System and Fund.
4. All funds and securities of the System may be commingled in the Fund, provided that accurate records are maintained at all times reflecting the financial composition of the Fund, including, accurate current accounts and entries as regards the following:
 - a. Current amounts of Accumulated Contributions of Employees on both an individual and aggregate account basis, and
 - b. Receipts and disbursements, and
 - c. Payments to Retirees, and
 - d. Current amounts clearly reflecting all moneys, funds and assets whatsoever attributable to contributions and deposits from the City, and

- e. All interest, dividends and gains (or losses) whatsoever, and
- f. Such other entries as may be properly required so as to reflect a clear and complete financial report of the Fund.

5. The Board of Pension Trustees shall have the following investment powers and authority:

- a. The Trustee shall invest and reinvest the Funds in such securities or in such property, real or personal, wherever situated, as the Trustee shall deem advisable, including but not limited to, stocks, common or preferred, bonds and mortgages, and other evidences of indebtedness or ownership, although the same may not be of the character permitted for Trustees' investment by the laws of the State of Florida. The Board of Pension Trustees shall be vested with full legal title to said Fund. All contributions from time to time paid into the Fund, and the income thereof, without distinction between principal and income, shall be held and administered by the Board or its Agent, in the Fund and the Board shall not be required to segregate or invest separately any portion of the Fund.
- b. The Board may retain in cash and keep unproductive of income such amount of the Fund as it may deem advisable, having regard for the cash requirements of the System.
- c. Neither the Board nor any person or entity shall be liable for the making, retention or sale of any investment or reinvestment made as herein provided, nor for any loss or diminishment of the Fund, except that due to his or its own negligence, willful misconduct or lack of good faith.

- d. The Board may cause any investment in securities held by it to be registered in or transferred into its name as Trustee or into the name of such nominee as it may direct, or it may retain them unregistered and in form permitting transferability, but the books and records shall at all times show that all investments are part of the Fund.
- e. The Board is empowered, but is not required, to vote upon any stocks, bonds, or securities of any corporation, association, or trust and to give general or specific proxies or powers of attorney with or without power of substitution; to participate in mergers, reorganizations, recapitalizations, consolidations, and similar transactions with respect to such securities; to deposit such stock or other securities in any voting trust or any protective or like committee or with the Trustees or with depositaries designated thereby; to amortize or fail to amortize any part or all of the premium or discount resulting from the acquisition or disposition of assets; and generally, to exercise any of the powers of an owner with respect to stocks, bonds, or other investments, comprising the Fund which it may deem to be to the best interest of the Fund to exercise.
- f. The Board shall not be required to make any inventory or appraisal or report to any court, nor to secure any order of court for the exercise of any power herein contained.
- g. Where any action which the Board is required to take or any duty or function which it is required to perform either under the terms herein or under the general law applicable to it as Trustee under this Agreement, can reasonably be taken or performed only after receipt by it from a Member, the City or

any person or entity, of specific information, certification, direction or instructions, the Board shall incur no liability in failing to take such action or perform such duty or function until such information, certification, direction or instruction has been received by it.

- h. Any overpayments or underpayments from the Fund to a retired Member or Beneficiary caused by errors of computation shall be adjusted with interest at the rate per annum approved by the Board. Overpayments shall be charged against retirement payments next succeeding the correction. Underpayments shall be made up from the Trust Fund.
 - i. The Board shall sustain no liability whatsoever for the sufficiency of the Fund to ~~meet the~~ payments and benefits herein provided for and shall be under no duty or obligation to inquire into the sufficiency of the payments made into the Fund by the City.
 - j. In any application to or proceeding or action in the courts, only the City and the Board shall be necessary parties, and no Member or other person having an interest in the Fund shall be entitled to any notice of service or process. Any judgment entered in such a proceeding or action shall be conclusive upon all persons.
6. Any of the foregoing powers and functions reposed in the Board may be performed and carried out by the Board through duly authorized Agents, provided that the Board shall at all times maintain continuous supervision over the acts of any such Agent; provided further, that legal title to said Fund shall always remain in the Board of Pension Trustees.
7. No change in any of the provisions of the System shall be made without the approval of a majority of the Board of Trustees.

ARTICLE VIII

MISCELLANEOUS1. Medical Board

The Board of Trustees shall designate a Medical Board to be composed of three (3) physicians who shall arrange for and pass upon all medical examinations required under the provisions of this Act, shall investigate all essential statements or certificates made by or on behalf of a Member in connection with an application for disability or retirement and shall report in writing to the Board of Trustees its conclusions and recommendations upon all matters referred to it. The payment for such services shall be determined by the Board of Trustees.

2. Compulsory Retirement

On compulsory retirement of a Member by act of the Board of Trustees any such retired Member shall have the right to appeal against such retirement by the Board of Trustees by appealing to a Court of proper jurisdiction, and said Member shall defray his own expenses in his appeal of such compulsory retirement.

3. Discharged Members

Members entitled to a pension shall not forfeit the same upon dismissal from the Department but shall be retired as herein described.

4. Recovery From Disability

In the event a Member who has been retired on a pension on account of permanent incapacity regains his full health is shown to be physically able to perform his duties in the Police Department or Fire Department, the Board shall require the said Member to resume his position in the respective Department and discontinue the pension; provided, however, that, if such Member shall have been retired for disability in line of duty, shall

not have reached the age of forty six (46) years and shall within eighteen (18) months after resuming his position pay into the Fund an amount equal to the aggregate contributions (computed upon his annual earnings at the time of his disability retirement) he would have been required to make hereunder during the period of his disability retirement had he not been retired, such Member shall receive creditable service for the period of such disability retirement.

5. Non-Assignability

No pension provided for herein shall be assignable or subject to garnishment for debt or for other legal process.

6. Duration of Pension

Pensions granted to retired Members shall be paid to them for life and shall not be revoked nor in any way diminished except as provided in this Act, and the payments of the Member of this Fund shall cease upon his retirement and acceptance of a pension.

7. Pension Validity

The Board of Trustees shall have the power to examine into the facts upon which any pension shall heretofore have been granted under any prior or existing law, or shall hereafter be granted or obtained erroneously, fraudulently, or illegally for any reason. Sc

Board is empowered to purge the pension rolls of any person heretofore granted a pension under prior or existing law or hereafter granted under this Act, if the same is found to be erroneous, fraudulent or illegal for any reason; and to re-classify any pensioner who has heretofore under any prior or existing Law, or who shall hereafter under this Act, be erroneously, improperly or illegally classified.

8. Incompetents

If any Participant or Beneficiary is a minor or is, in the judgment of the Pension Board, otherwise incapable of personally receiving and giving a valid receipt for any payment due him under the Plan, the Board may, unless and until claims shall have been made by a duly appointed guardian or committee of such person, make such payment or any part thereof to such person's spouse, children, or other person deemed by the Board to have incurred expenses or assumed responsibility for the expenses of such person. Any payment so made shall be a complete discharge of any liability under the Plan for such payment.

9. Miscellaneous

- a. The Board will furnish the Actuary with all data required for necessary actuarial computations under the Plan.
- b. No payment or any benefit, contribution, or other sum which would constitute a violation of any applicable wage control law shall be made hereunder.

10. Regarding Continuous Service -- Certain Transfers -- Vested Rights on Transfer

a. Continuous Service Credit For Members on Effective Date

As regards any Member of the System as of the Effective Date, his total years of Continuous Service from date of employment with the City to date of retirement or termination as an eligible Member shall be included for benefit computation purposes under the System.

b. Regarding Transfer of Members -- Vested Rights

Following the Effective Date hereof, as regards any Member of the System who changes his category of employment with the City so as to preclude his continued eligibility hereunder, such Member's accrued benefit as of date of transfer shall become fully vested under this System and payable in accordance with the provisions herein.

c. Regarding Transfer of Other City Employees to Police and Firefighters System -- Vested Rights -----

Following the Effective Date hereof, as regards any City Employee not eligible for coverage under this System, who subsequently changes his employment category with the City and then becomes eligible hereunder, such Employee's accrued benefit as of date of transfer shall become fully vested under the City Pension System of which he is a Member at time of transfer and payable in accordance with the provisions therein.

Section 5: The following Code of Ordinance sections are renumbered as indicated:

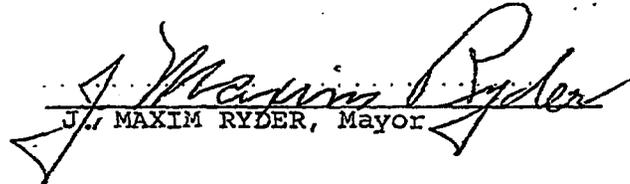
Section 11.35.9 to Section 11.35.2
Section 11.35.10 to Section 11.35.3
Section 11.35.28 to Section 11.35.4
Section 11.35.29 to Section 11.35.5
Section 11.35.30 to Section 11.35.6

Section 6: Should any section or provision of this ordinance or any portion thereof, or any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect validity of the remainder hereof as a whole or any part, other than the part declared to be invalid.

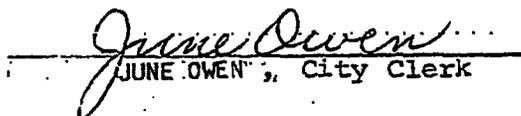
Section 7: All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

PASSED FIRST READING this 1st day of August , 1972.

PASSED SECOND READING this 15th day of August , 1972.


J. MAXIM RYDER, Mayor

ATTEST:


JUNE OWEN, City Clerk

Name	Address	District	Phone	Appointed	Expires	Reso. No.
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Patrick S. Fletcher	Police Department			9/13/2013	9/12/2016	
Daniel M. Christophers	Police Department			9/13/2014	9/12/2017	
Paul D. O'Connell (Chair)	Police Department			9/13/2012	9/12/2015	

DISPATCHED PERSONNEL

Jorge L. Rossi	Fire Department			9/13/2013	9/12/2016	
Vincent Femia	Fire Department			9/13/2014	9/12/2017	
Peter McGinnis	Fire Department			9/13/2012	9/12/2015	

CIVILIAN APPOINTEES

Sharra Aaronian Apptd by City Commission	524 Misty Oaks Drive, (33069) sharra100@att.net	5	954-970-3009 954-695-5414 c	7/23/2013	9/12/2016	2013-339
Richard H. Samolewicz Apptd by City Commission	220 SE 3 Court, (33060) Rich916@comcast.net	3	954-782-3661h 954-298-0552 c	9/12/2014	9/12/2017	2014-278
David Hall Apptd by City Commission	290 SE 8th Court, (33060) dxhall71@gmail.com	3	954-234-1723 c 954-782-9588 h	9/13/2012	9/12/2015	2012-337

ADMINISTRATIVE STAFF

Glenda Rowley

Executive Director glenda@pbpfrs.org

954-782-4161

Debra Tocarchick

Deputy Director debbie@pbpfrs.org

954-782-4161

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 UNSAFE STRUCTURES AND HOUSING APPEALS
BOARDS/NUISANCE ABATEMENT BOARD

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE UNSAFE STRUCTURES AND HOUSING APPEALS BOARD/NUISANCE ABATEMENT BOARD AS A GENERAL CONTRACTOR FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON SEPTEMBER 8, 2018; PROVIDING AN EFFECTIVE DATE.

- APPLICANTS: Kenneth Koch – **Incumbent** – District 2 (*General Contractor*)
 Gail A. DeAngelis – **Incumbent** – District 1 (*Real Estate Property Manager*)
 Donald Joseph – District 1 (*General Contractor*)
 Charles H. Bechert, III – District 3 (*Attorney*)
 Latoya T. Almonord – District 4 (*Teacher/Realtor*)
 David Baumwald – District 4 (*Real Estate Investor/Construction*)
 Marcus A. McDougle – District 4 (*Educator/Social Programmer*)

This is a City Commission’s Appointment.



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

The Unsafe Structures Board and Housing Appeals Board/Nuisance Abatement Board have a strict criterion that governs its membership. Therefore, the law requires: a Registered Engineer, a Registered Architect, a General Building Contractor, an Electrical Contractor, an Attorney at Law, a Plumbing Contractor, a Real Estate Appraiser, a Real Estate Property Manager and Citizen with experience and background in the field of social problems.

- (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: _____

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>DEPARTMENTAL HEAD SIGNATURE</u>
<u>City Clerk’s Office</u>	<u>7/16/15</u>	<u>Approve</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 Reading</u> _____	<u>Results:</u> _____	<u>Results:</u> _____
<u>2nd Reading</u> _____	_____	_____	_____
_____	_____	_____	_____



MEMORANDUM

DATE: July 16, 2015
TO: Asceleta Hammond, City Clerk
FROM: Jashona Mcgee, Unsafe Structure Board Secretary
SUBJECT: ATTENDANCE REPORT

In accordance with your request, I am submitting the following attendance record:

Unsafe Structure Board

Kenneth Koch

Attendance computed from February of 2015 through June of 2015.

Meetings Held: 2
Meetings Attended: 2

Gail DeAngelis

Attendance computed from September of 2014 through June of 2015.

Meetings Held: 3
Meetings Attended: 2

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 UNSAFE STRUCTURES AND HOUSING APPEALS BOARD/NUISANCE ABATEMENT BOARD OF THE CITY OF POMPANO BEACH, AS A GENERAL CONTRACTOR, FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON SEPTEMBER 8, 2018; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Unsafe Structures and Housing Appeals Board/Nuisance Abatement Board of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Unsafe Structures and Housing Appeals Board/Nuisance Abatement Board of the City of Pompano Beach as a General Contractor, for a term of three (3) years; said term to expire September 8, 2018.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this ____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



CITY OF POMPANO BEACH ADVISORY BOARD / COMMITTEE APPLICATION

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

Mr. Mrs. ___ Ms. ___ Miss ___ Name: Kenneth Koch
 (Optional)

Residence Information:

Home Address: 1641 NE 48 Ct
 City/State/Zip: Pompano Beach, FL 33064
 Home Phone: _____ Cell Phone: 954-708-0558
 Email: resolver1@comcast.net Fax: 954-427-8167

Business Information:

Employer/Business Name: Self KLW Code Consultants
 Current Position / Occupation: Owner, construction/building code consultant/legal expert/project manager
 Business Address: P.O. Box 5911
 City/State/Zip: Lighthouse Point, FL 33074
 Business Phone: 954-708-0558 Fax: 954-427-8167 Email: ken@constructivesolutionsbyklw.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: Architectural Appearance Committee, alternate member; Architectural Appearance Committee, regular member; Charter Ammendment Board, alternate member.

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

	Affordable Housing	Cultural Arts		Parks and Recreation
	Air Park	Education		*Planning & Zoning/Local Planning Agency
X	Architectural Appearance	Emergency Medical Services		*Police & Firefighter's Retirement System
	Budget Review	*Employee's Board of Appeals		Pompano Beach Economic Development Council
X	Charter Amendment	Employee's Health Insurance		Recycling & Solid Waste
	Community Appearance	*General Employee's Retirement System		Sand & Spurs Riding Stables
	*Community Development	Golf		Marine
	CRA East	Historic Preservation	X	*Unsafe Structures
	CRA West	*Housing Authority of Pompano		*Zoning Board of Appeals

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

In addition a Resume may be attached

Education: See resume attached

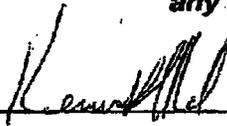
Experience: _____

Past Positions: _____

Hobbies: _____

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

Signature: _____



Date: _____

09/22/10

Initials of Clerk or Deputy: _____

ML MB

Date received or confirmed: _____

9/22/10 2/14/11

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

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

KENNETH H. KOCH
1641 NE 48th Court
Pompano Beach, FL 33064
Telephone: (954) 708-0558 Fax: (954) 427-8167
Email: ken@constructivesolutionsbyklw.com
Website: www.constructivesolutionsbyklw.com

WORK EXPERIENCE

1998-Present **KLW Code Consultants/Constructive Solutions by KLW**

Construction/Codes Expert President. Provide research and expert testimony for attorneys in civil matters regarding building codes, construction and construction law. Facilitate construction projects on behalf of owners, realtors and developers. Provide construction administration for architects and engineers. Act as owner's representative in construction projects. Resolve problems regarding codes between owners/builders/designers and building department personnel. Provide contract construction inspection services to local municipalities. Perform arbitrations and mediations, both private and court-ordered.

2004-2006 **CAPRI Engineering, Inc.**

Manager, Condominium Defect Mitigation Program: Develop and manage a quality assurance program of construction inspection to aid owners in preparation for defense of construction defect lawsuits.

1993-2004 **City of Dania Beach, FL**

Building Official: Supervisor of the Building Permit and Inspection Division of the Community Development Department; mediate disputes between citizens, contractors, owners and design professionals.

1981-1992 **City of Deerfield Beach, FL**

Building Official (1988-1992): Director, Building Permit and Inspection Department; code enforcement compliance, occupational licensing; mediate disputes between citizens, contractors, owners and design professionals.

Structural Plans Examiner (1984-1988): review development building plans and construction drawings.

Building Inspector (1981-1984): conduct on-site inspection of building construction for structural integrity.

1971-1980 **Self-Employed**

Contractor: Residential construction in U.S. and Saudi Arabia

1977-1978 **Department of Housing & Urban Development, Johnstown, PA**

Disaster Assistance Team Member: Locate and lease land for placement of mobile homes to create temporary housing for displaced disaster victims.

CERTIFICATIONS

Certified General Contractor, Florida Construction Licensing Board	1980*
Building Inspector, Broward County Board of Rules & Appeals (BORA)	1981**
Building Plans Examiner, Broward County BORA	1983**
Building Official, Florida Board of Codes & Standards	1986**
Building Official, Broward County BORA	1988**
Building Inspector, Florida Department of Business and Professional Regulations (DBPR)	1993
Building Plans Examiner, Florida DBPR	1993
Building Code Administrator, Florida DBPR	1993
Certified Arbitrator, 17th Judicial Circuit Court, Broward County, Florida	2003
FINRA Arbitrator	2005

(All current. *Current/Inactive **Inactive)

EDUCATION

NASD Arbitration Training
 American Arbitration Association Conference on Alternative Dispute Resolution in the Construction Industry
 Florida Supreme Court Approved Arbitration Training
 Anthony Robbins Personal Power
 Continuing education seminars and conferences on building codes, inspection, construction techniques, construction and licensing law since 1981
 Various supervision and management training courses, Broward Community College, FIU Institute of Government and Padgett/Thompson
 U.S. Army Reserve, communications, top secret security clearance, 1969-1975.

PROFESSIONAL AFFILIATIONS

Building Officials Association of Florida
 Building Officials and Inspectors Educational Association of Broward County (held several Board positions since 1984, including President in 2001); lifetime member, current Board Director.
 Broward County Bar Association
 Member, City of Pompano Beach Architectural Appearance Committee
 Alternate Member, City of Pompano Beach Charter Review Board

PRESENTATIONS

How to Use an Expert.

Presented the basics of using an expert to the Construction Law Committee, Broward County Bar Association.

Municipal Building Inspectors are Dinosaurs.

Explained the concept of 'Private Provider' building inspections (private inspection companies used in lieu of the municipal inspectors for construction projects) to the Broward County Building Officials and Inspectors Association and the effect on municipal inspectors.

The Building Code, An Introduction.

A brief history of the building code in South Florida; an explanation of permitting requirements and the permitting and inspection process, and how it affects the architect. Given to a class of fourth year architect students at Broward Community College

Build It Great

Developed a quality control training program for Levitt and Sons Construction; taught the class to Levitt's construction superintendents and quality control managers throughout the Southeast US.

OWNER'S REPRESENTATIVE/CONSTRUCTION ADMINISTRATION

W. A. Brook and Sons, Inc.	Well drilling
Competition Cycle center of South Florida	Re-roofing; fire code violations
Bear Acquisition.com, LLC	Commercial interior construction
B&JCM Properties	Hotel construction
J.P. Downs Company	Storage facility development
DVNY Development	Condominium development
Homes at Sheridan Club	Street lighting replacement/street repaving
Isla Merita Condominiums	Storm damage repairs
Lakeshore Condominiums	Storm damage repairs
Oak Hills Condominiums	General repairs; fire code violations; site drainage; paving
Raintree Forest Condominiums	Re-roofing; paving; landscaping; concrete restoration
Tamara Peacock Company, Architects	Construction administration
Keith and Schnars, Engineers	Construction administration
AutoTerminal.com	Office development
Leisure Sands Condominiums	Fire window replacement
Odabashian International	Retail interior renovation
Scott Cory	Residential remodel
John Whiteside	Fire alarm installation
Eduard and Elizabeth De La Tour	Remediation for prior construction
Homes at Sawgrass Mills	Paving repairs
Park Layne Condominiums	Elevator replacement/dock replacement
Concord Village Condominiums	Concrete balcony repairs
Leisure Sands Condominiums	Concrete balcony repairs/elevator replacement
Cypress Chase Condominiums	Balcony repair/water service replacement/roofing/elevator repair
Starlite Condominiums	Elevator repairs

OTHER

Calvin Giordano, Engineers	Conducted evaluation of City Building Department
City of Coconut Creek	Contract structural field inspections
City of Surfside	Conducted investigation of alleged violations of FEMA rules

CLIENT LIST

DVNY Development	Property Developers	New York, New York
City of Coconut Creek	Development Services	Coconut Creek, Florida
Tamara Peacock	Architects	Fort Lauderdale, Florida
DNS Property Management	Property Management	Davie, Florida
Randall Gilbert, Esq.	Attorney at Law	Miami, Florida
Rhonda Hollander, Esq.	Attorney at Law	Dania Beach, Florida
Resolutions, Inc.		
Bill Stroop, Esq.	Attorney at Law	Fort Lauderdale, Florida
Gerald Weedon, Esq.	Attorney at Law	Jacksonville, Florida
Marks Gray		
Jeptha Baldour, Esq.	Attorney at Law	Jacksonville, Florida
Marks Gray		
Gary Rosensweig, Esq.	Attorney at Law	Hollywood, Florida
Calvin Giordano & Associates	Engineers	Fort Lauderdale, Florida
Levitt and Sons Homebuilders	Property Developers	Fort Lauderdale, Florida
Michael Peterson, Esq.	Attorneys At Law	Miami, Florida
Salas, Ede, Peterson and Lage		
Stephen Goldstein	Stephen Goldstein, Esq.	North Miami Beach, Florida
Florida Dept. of Transportation		North Miami, Florida
Richard Mogerma, Esq.	Attorney at Law	Plantation, Florida

Keith and Schnars
 Humberto Ocariz, Esq.
 Raintree Forest Condominium
 Isla Merita Condominium
 Bear Acquisition
 Karen Lynn Interiors
 Jack Downs
 W.A. Brook and Sons
 Oak Hills Condominium
 WSSA, Inc
 Dana Gallup, Esq.
 Association Water Well
 Ivan Brandt
 Martin Rottman
 Cigarros Del Mundo
 Imagination Farms
 Riverstone Properties
 City of Surfside
 Edward Tietig
 Urban Solution Buildings
 Leisure Sands Condominiums
 Cypress Chase Condominiums
 Starlite Condominiums
 Peterson and Espino, P.A.

Engineers
 Attorney at Law
 Condominium Association
 Condominium Association
 Commercial Bakery
 Interior Designer
 Marine Tool and Die
 Well Drilling
 Condominium Association
 Developers
 Attorney at Law
 Well Drilling
 Homeowner
 Homeowner
 Retail business owner
 Homeowners Association
 Mobile Home Park Owners
 Municipality
 Developer
 Developer
 Condominium Association
 Condominium Association
 Condominium Association
 Attorneys at Law

Fort Lauderdale, Florida
 Miami, Florida
 Plantation, Florida
 Davie, Florida
 Dania Beach, Florida
 Flint, Michigan
 Hollywood, Florida
 Pompano Beach, Florida
 Tamarac, Florida
 Boca Raton, Florida
 Dania Beach, Florida
 Davie, Florida
 Florida
 Surfside, Florida
 Palm Bay, Florida
 Fort Lauderdale, Florida
 Fort Lauderdale, Florida
 Lauderdale Lakes, Florida
 Boca Raton, Florida
 Miami, Florida



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

**City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061**

Fax No.: (954) 786-4095

Phone No.: (954) 786-4611

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: Community Redevelopment Agency

NAME OF APPLICANT: Gail A. DeAngelis

RESIDENCY ADDRESS: 2549 S.E. 11 Street

ZIP CODE: 33062 **HOME PHONE NO.:** 954-785-2042

MAILING ADDRESS: 2549 S.E. 11 St.

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: _____ *akp*

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: Property Manager

BUSINESS ADDRESS: 2549 S.E. 11 St.

CITY/STATE: Pompano Beach FL 33062

ZIP CODE: 33062 BUSINESS PHONE NO. 954-532-1406

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? No

IF YES, PLEASE LIST NAME: _____

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? Yes

IF YES, PLEASE LIST NAME:
West CRA Advisory Comm. _____
Unsafe Structures _____

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? No

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE: _____

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE:

EDUCATION: _____

EXPERIENCE: _____

CURRENT POSITION: _____

PAST POSITIONS: _____

HOBBIES: _____

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION:

M. DeAngelis
SIGNATURE OF APPLICANT

4/16/2008
DATE OF APPLICATION

INITIALS OF CLERK OR DEPUTY

DATE RECEIVED OR CONFIRMED

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE _____ AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.

Gail A. De Angelis
954-785-2042

American Intercontinental University
Fort Lauderdale, FL

Florida International University
Miami, FL

Middlesex County College
Edison, New Jersey

M.S. Degree Program
Information Technology
Attended 2000-2002
M.S. Degree Program
Construction Management
Attended 1993-1994
B.S. Degree - 1987
Construction Management
A.S. Degree - 1976
Accounting

CERTIFICATIONS

State of Florida Licensed General Contractor, CGC047349
State of Florida Licensed Roofing Contractor, CCC049331
State of Florida Standard Plans Examiner, PX-0001493
State of Florida Standard Building Inspector, BN-0001748
SBCCI, Registered Building Inspector, Certificate Number 4355
Broward County Board of Rules & Appeals, Plans Examiner, Pending approval
Broward County Board of Rules & Appeals, Building Inspector, No. 582
Structural Masonry Inspector, SMI0698
OSHA Construction Safety Certificate

1991 - 2006

Owned and managed multiple residential properties

1990 - 2006

City of Coconut Creek, Building Inspector/Plans Examiner

Conduct structural inspections and review plans for compliance with codes and regulations governing building construction for adherence to the South Florida Building Code. Inspections performed on commercial and residential construction.

City of Coral Springs, Building Inspector/Plans Examiner

Conducted structural inspections and reviewed plans for compliance with codes and regulations governing building construction for adherence to the South Florida Building Code. Inspections performed on commercial and residential construction.

Metro-Dade Building & Zoning, Building Inspector/Plans Examiner

Conduct structural inspections for compliance with codes and regulations governing building construction for adherence to the South Florida Building Code. Inspections performed on commercial, residential, industrial and airport construction.

De Angelis Development, Inc., President

Owned and operated a construction company with work consisting of repairs, renovations and remodeling of commercial and residential projects. Responsible for the administrative and supervisory work related to the planning, bidding, construction and management of projects. Performed material take-offs and purchasing, cost control, scheduling, job site coordination of trades and sub-contractors; overall supervision. Extensive knowledge of the South Florida Building Code.



**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: DONALD JOSEPH
(Optional)

Residence Information:

Home Address: 2620 NE 20 ST
City/State/Zip: POMPANO BEACH FL 33062
Home Phone: 954-788-4740 Cell Phone: 954-598-5834
Email: DJOSEPHJHAR@gmail.com Fax: 954-788-4740

Business Information:

Employer/Business Name: JOSEPH, HASSK & ASSOCIATES, INC.
Current Position / Occupation: OWNER
Business Address: 49 N FEDERAL HWY #277
City/State/Zip: POMPANO BEACH, FL 33062
Business Phone: 954-598-5834 Fax: 954-788-4740 Email: DJOSEPHJHAR@gmail.com

Are you a U.S. Citizen? Yes No
Are you a resident of Pompano Beach? Yes No Reside in District: 1 2 3 4 5
Do you own real property in Pompano Beach? Yes No
Are you a registered voter? Yes No
Have you ever been convicted of a felony? Yes No
Current or prior service on governmental boards and/or committees: _____

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

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

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

In addition a Resume may be attached

Education: BS. CLEMSON UNIVERSITY

Experience: 20+ YEARS CONSTRUCTION

CERTIFIED GENERAL CONTRACTOR 1996

Past Positions: _____

Hobbies: SALT WATER FISHING, GOLF, BASEBALL

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

Signature: 

Date: 2/12/12

Initials of Clerk or Deputy: MB

Date received or confirmed: 2/25/15

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

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

Donald J. Joseph

Summary of Professional Experience

Current

President – Joseph, Hajsk & Associates, Inc.

Joseph, Hajsk & Associates, Inc. is a certified general contracting firm providing professional consulting, construction management and service at the highest level. Specializing in renovations, build-outs and complete building construction.

Additional Services:

- **Package Buyouts, Shipment Expediting And Tracking For All MEP Materials**
- **Project Management And Consulting**
- **Solar Heating System Integration**
- **Estimating And Project Setup**

2005-2010 Complete Reconstruction Corp.

Qualifier / Vice President

As qualifier and Vice President of Complete Reconstruction Corp., I assisted with estimating, finance and manpower budgeting, scheduling, purchasing and general project management of commercial and residential renovations.

Key Projects

- **Port Everglades – Fort Lauderdale, Florida**
 - Two Story Complete Office Space Renovation For Crowley Marine
- **Port Everglades, Terminal 4 – Fort Lauderdale, Florida**
 - 8500 Sq. Ft. Renovation Of Shipping Terminal
- **Am Trust Bank – Deerfield Beach, Florida**
 - New Drywall And Finishes For Entire Bank
- **American National Bank – Fort Lauderdale, Florida**
 - Repairs And Replacement Of Concrete Fence Surrounding Bank
- **The Preserve – Miami, Florida**
 - Interior And Exterior Remodel
- **Acsia Long Term Care – Deerfield Beach, Florida**
 - Construct (3) Offices In Existing Space
- **American National Bank – Fort Lauderdale, Florida**
 - Power Wash And Paint Exterior Of Building And Parking Lot Curbing
- **Michael Brownstein Condo – Bal Harbour, Florida**
 - 3000 Sq. Ft. Complete Renovation
- **Scott Tempest Residence – Lighthouse Point, Florida**
 - Kitchen Renovation And Crown Molding
- **Phil Cohen Residence – Boynton Beach, Florida**
 - Interior Renovation

1998-2010 Pennmoore Electric, Inc. South Florida, Caribbean, Mexico

Senior Project manager / Vice President

This Position involves all aspects of Electrical management, supervision, client relations, cost tracking, contractual obligations and negotiations, manpower projections and employment of qualified personnel, estimating, scheduling, package buyouts, miscellaneous material procurement, project close-out procedures.

During this time I have been involved in multimillion-dollar projects in various countries including Mexico, Bahamas, USA and other areas. At any given time, responsible for 30 to 130 employees in various countries.

Key Projects:

- **Ritz Carlton Hotel – St. Thomas USVI**
 - 5 Story Addition – 120 Room Renovation & Sail Restaurant
- **One & Only Ocean Club – Bahamas**
 - 60 Room Addition – Spa – Reception Center – Pool & Landscape Lighting - Restaurant
- **One & Only Palmilla – Los Cabos Mexico**
 - All Aspects Of A 25 Acre Boutique Hotel – 2 Restaurants – Spa- Reception Center – Administration Center - BOH
- **Mandara Spa – Atlantis Nassau Bahamas**
 - Exclusive Spa
- **Marina Village – Atlantis Nassau Bahamas**
 - Multi-Retail Building Complex – 3 Restaurants – High/Low Voltage Services
- **Atlantis Marina – Atlantis Nassau Bahamas**
 - 62 Slip Mega-Yacht Marina
- **Nobu Restaurant – Atlantis Nassau Bahamas**
 - New Restaurant Located in Atlantis Casino
- **Lagoon Tower Renovation – Atlantis Nassau Bahamas**
 - 220 Room Renovation In 3 Months
- **Beach Tower Renovation – Atlantis Nassau Bahamas**
 - 430 Room Renovation In 3 Months
- **Ocean Tower Renovation – Atlantis Nassau Bahamas**
 - 210 Room Renovation – 10,000 Square Foot Owners Suite
- **Hurricane Hole Marina – Nassau Bahamas**
 - 20 Slip Addition
- **Royal Caribbean Cruise Lines – Miami, Florida**
 - Various Projects
- **Taravella High School Addition – Florida**
 - 20,000 Square Foot Science Lab
- **Nassau Airport Underground Installation – Bahamas**
 - Terminal C High/Low Voltage Underground Conduits – Lightning Protection – Grounding – Temporary Power – 2 Tower Cranes
- **Seagrapes Restaurant – Nassau Bahamas**
 - Restaurant Located In Beach Towers Of Atlantis
- **Atlantis Kids Club – Nassau Bahamas**
 - 11,000 Square Foot Multi-Media Experience And Arcade

1997-1998 Regency Electric

Assistant Project Manager –Panther Arena Project South Florida

This position involved all aspects of project management for the new construction of the Panther Sports Arena in South Florida. Responsible the estimating to final negotiations of all change orders, material procurement and logistics, layout drawings, Scheduling and manpower projections.

1994-1997 Bel-Tec Electrical Services, Inc.

Project Manager

This position involved the complete management of electrical installations for various water treatment plant projects, the Aragon Condominium in Boca, airport projects, custom homes, School Board projects and a service department.

**Education and
Appointments**

1990 Northeast High School Fort Lauderdale, Fl. HS Diploma
1994 Clemson University Clemson, South Carolina BS Degree
1996 Certified General Contractors License State of Florida Active
2002 100 Club Member
2008 CPR Certification

Hobbies

Fresh and saltwater fishing, travel, golfing, hunting and home renovations.

References provided upon request.



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

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

Mr. Mrs. Ms. 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

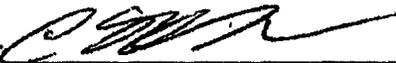
Education: ST. THOMAS UNIVERSITY, BACHELOR'S DEGREE
THOMAS M. COOLEY SCHOOL OF LAW, JURISDOCTORATE DEGREE

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 ^{2/14/14}

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

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

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 - ANo 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**

Mr. ___ Mrs. ___ Ms. X Miss ___ Name: LATOYA T. ALMONORD
(Optional)

Residence Information:

Home Address: 501 NW 17TH AVENUE
City/State/Zip: POMPANO BEACH, FL 33069
Home Phone: 954-394-6344 Cell Phone: SAME
Email: LALMONORD28@GMAIL.COM Fax: N/A

Business Information:

Employer/Business Name: EMBRACING TEAM, INC.
Current Position / Occupation: FOUNDER / CEO
Business Address: P.O. BOX 668402
City/State/Zip: POMPANO BEACH, FL 33066
Business Phone: 954-394-6344 Fax: N/A Email: EMBRACINGTEAMINC@GMAIL.COM

Are you a U.S. Citizen? Yes X No ___
Are you a resident of Pompano Beach? Yes X No ___ Reside in District: 1 ___ 2 ___ 3 ___ 4 X 5 ___
Do you own real property in Pompano Beach? Yes ___ No X
Are you a registered voter? Yes X No ___
Have you ever been convicted of a felony? Yes ___ No X

Current or prior service on governmental boards and/or committees: CHAIR, POLICY COUNCIL COMMITTEE, HEADSTART & EARLY HEADSTART BROWARD CTY SCHOOLS

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

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

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

In addition a Resume may be attached

Education: BACHELORS: THEATRE- FLORIDA ATLANTIC UNIVERSITY, BOCA RATON, FL

MASTERS: NOVA SOUTHEASTERN UNIVERSITY, DAVIE, FL

GOLDCOAST: REALESTATE SALES LICENSE

Experience: CUSTOMER RELATIONS MANAGEMENT, TEACHING & MENTORING, PROJECT

DEVELOPMENT & IMPLEMENTATION, TEAM BUILDING, WORKSHOP AND SEMINAR

PRESENTATION, PRENTAL & COMMUNITY INVOLVMENT, LEADERSHIP

Past Positions: PRINCIPAL- TOUCHDOWNS 4 LIFE CHARTER SCHOOL, ASST. SCHOOL

ADMINISTRATOR-MAVERICKS HIGH SCHOOL, ASST PRINCIPAL INTERN-BROWARD CTY

SCHOOLS, TEAM LEAD/ASSOCIATE DIRECTOR OF ADMISSIONS-KAPLAN UNIVERSITY,

REALTOR, CENTURY 21 HANSEN REALTY

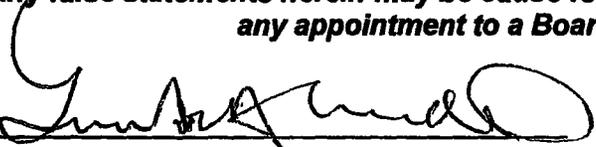
Hobbies: MOTIVATIONAL SPEAKING, PRESENTATIONS, PREFORMING ARTS, HAIRSTYLIST

HELPING OTHERS, GETTING INVOLVED IN ANY ACTIVITY THAT FIGHTS FOR A WORTHY

CAUSE!

**** PLEASE SEE ATTACHED DOCUMENT: RESUME

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

Signature: 

Date: MARCH 20, 2013

Initials of Clerk or Deputy: _____

Date received or confirmed: _____

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

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



Latoya T. Almonord

501 NW 17th Avenue • Pompano Beach, FL 33069 • 954-394-6344 • latmonord28@gmail.com

PROFESSIONAL SUMMARY

Dedicated and compassionate education professional, who is committed to providing a well-balanced, supportive, and engaging learning environment for *all* students. Possession of in-depth knowledge of policies and procedures that govern schools and districts. Proven track record of exemplary student instruction, staff evaluations knowledge, and current student disciplinary actions. Adept in critical thinking, problem solving, communication skills, listening and articulation of ideas and group interaction. Strives to collaborate with all members of the school community to meet the needs of students and promote the philosophy of the school.

Flexible and versatile – able to maintain a sense of humor under pressure. Poised and competent with demonstrated ability to easily transcend cultural differences. Thrive in deadline-driven environments. Excellent working knowledge using PC, IBM and Mac systems; MS Word, Excel, PowerPoint, Access, Pinnacle, Backpack, Virtual Counselor, FileMaker Pro Windows, E-Learning

CORE COMPETENCIES

Grant Writing & Proposals
Customer Relationship Management
Teaching Mentoring & Development
Project Development and Implementation
Instructional Best-Practices
Team Building
Workshops and Seminar Presentations
Career Training & Counseling

Individualized Education Plans
Parental and Community Involvement
School Administration
Leadership and Team Building
Program Management and Coordination
Professional Development/Training
Enrollment & Recruitment
School & Community Fundraisings

EDUCATION & CREDENTIALS

Masters: Major: Educational Leadership - Nova Southeastern University, Davie, FL, 2011

State Certification: Florida Educational Leadership (All levels)

Professional Development

Ethical School Leadership ~ Problem Solving and Visionary Leadership ~ Organizational Management of Schools ~ HR- Process and Staff Development

Bachelors: Major: Theater - Florida Atlantic University, Boca Raton, FL, 2005

PROFESSIONAL EXPERIENCE

Touchdowns 4 Life Charter Middle School, Tamarac, FL

Principal, 8/12

Key Contributions:

Responsible for managing the policies, regulations, and procedures to ensure that all students are supervised in a safe learning environment that meets the approved curricula and mission of the school.

Mavericks High School, Sunrise, FL

Lead Teacher/Assistant School Administrator

Career Counselor

English Teacher, 07/11 to 06/12

Key Contributions:

Chaired collaborative meetings concerning best practices, professional development, and available resources. Assist with standardized testing in close collaboration with Curriculum Coordinator. Maintain knowledge of enrollment process, student policies, and instructional policies. Maintain thorough knowledge of the curriculum and appropriate modifications to meet student needs and work collaboratively with Administration on assessment, test data, and response to intervention. Other duties as assigned

- Increase Student Enrollment by 10% by restoring student-faculty relationships.
- Decreased student discipline rate 6% by implementing student discipline program
- Appointed by Principal as "Lead Teacher" to assist new teachers

Lauderdale Lakes Academy, Oakland Park, FL

10th Grade Team Lead/Language Arts Teacher (9-12), 08/10 to 6/11

Key Contributions:

Developed innovative approaches that were held as the model standard for meeting district goals in areas including technology integration across the curriculum, experiential learning, literacy and diversity. Taught language arts students and individuals with learning challenges within a mainstreamed, inclusive classroom. Consistently commended for ability to redirect students exhibiting behavior problems by replacing disruptive, unproductive patterns with positive behaviors. Led district-wide in-service on classroom management. Served on school committees and taskforces focused on curriculum development, textbook review, fundraising and anti-bullying efforts.

Blanche Ely High School, Pompano Beach, FL

Assistant Principal (Intern), 11/09 to 06/10

Key Contributions:

Responsible for assisting with supervision and evaluation of teaching and other school staff; and other duties as assigned. Assist all school administrators in the supervision all school functions, including support services, special activities and programs, student discipline, and curricula development. Supports the principal and administrative team in fostering a positive school climate and maintaining appropriate school and community relationships.

Kaplan University, Boca Raton, FL

Team Lead/Associate Director of Admissions 03/06 to 11/09

Sr. Admission Advisor

Key Contributions:

Responsible for a team of fifteen+ sales advisors, tasks included corrective actions, student files, particular requests, plan scheduling, and recruiting. Managed all daily admissions operations, managed prospective student communications and application processing Delegate team tasks as needed (e.g. recording, gathering information, etc) Facilitate ongoing self-evaluation of individual and team effectiveness, prepared meeting agendas Coached and mentored new advisors and current advisors. Facilitate team meetings using appropriate brainstorming, problem solving, decision making, and project planning techniques. Conducted department meetings to coordinate and monitor planned implementation

CERTIFICATIONS AND TRAINING

Certification in Florida Educational Leadership (FELE)

Certification in Drama (6-12)

Certification in Professional Education (PED)

General Knowledge Test (GKT)

Real Estate Sales Associate

Training and Workshops

Child Abuse Training

First Aid & CPR

AFFILIATIONS

Chair, Policy Council Committee- Head Start of Broward County Public School District, Fort Lauderdale, FL

Founder/President, Embracing TEAM Incorporation (*Teens Entering Active Motherhood*), Pompano Beach, FL

Tutor, Education Advantage, Fort Lauderdale, FL

Member, Alumni Association, Nova Southeastern University, Davie, FL

Member, PTA/SAC, Markham Elementary, Pompano Beach, FL

Scholarship Ambassador, Gates Millennium Scholars (GMS)/UNCF

SCHOOL AND COMMITTEE MEMBERSHIPS

Teacher Peer Mentor

Positive Behavior Support Team

Senior Graduation Committee

Reading Across Curriculum

REFERENCE

Immediately Upon Request



CITY OF POMPANO BEACH ADVISORY BOARD / COMMITTEE APPLICATION

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

2014 FEB 18 AM 11:21
CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK

Mr. Mrs. Ms. Miss Name: David Baumwald
(Optional)

Residence Information:

Home Address: 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 type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Recycling & Solid Waste
<input type="checkbox"/> *Community Development(CDAC)	<input type="checkbox"/> Golf	<input type="checkbox"/> Sand & Spurs Riding Stables
<input checked="" type="checkbox"/> CRA East	<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> Marine
<input checked="" type="checkbox"/> CRA West	<input checked="" type="checkbox"/> *Housing Authority of Pompano Beach	<input checked="" type="checkbox"/> *Unsafe Structures
		<input checked="" type="checkbox"/> *Zoning Board of Appeals

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

In addition a Resume may be attached

Education: H.S. Pompano High; Bert Rogers school of Real estate: Gold Coast Construction

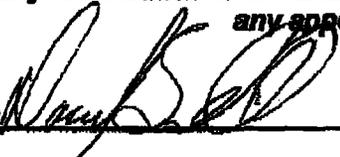
Experience: 13 yrs as Owner hom/commercial remodeling company. Resident Pompano beach 32;

Past Positions: Vice-Chair Appearance committee still active

Hobbies: Home remodeling, Construction investing, Dining

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

Signature: _____



Date: 02/13/2014

Initials of Clerk or Deputy: _____



Date received or confirmed: 2/13/14

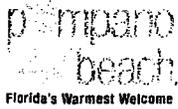
Please check one:

New Application

Currently Serving on Board

Updated Information

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



CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE OFFICE OF THE CITY CLERK
APPLICATION

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

2013 JAN 28 PM 4:22

Mr. Mrs. ___ Ms. ___ Miss ___ Name: Marcus A. McDiagle
(Optional)

Residence Information:

Home Address: 971 NW 6 Ave
City/State/Zip: Pompano BEACH, FL 33060
Home Phone: 954-825-3769 Cell Phone: SAME as HOME
Email: PLAYERSFIRST@gmail.com Fax: _____

Business Information:

Employer/Business Name: Players First Sports
Current Position / Occupation: President
Business Address: 971 NW 6 Ave
City/State/Zip: Pompano BEACH, FL 33060
Business Phone: 954-825-3769 Fax: _____ Email: PLAYERSFIRST@gmail.com

Are you a U.S. Citizen? Yes No ___

Are you a resident of Pompano Beach? Yes No ___ Reside in District: 1 ___ 2 ___ 3 ___ 4 ___ 5

Do you own real property in Pompano Beach? Yes ___ No

Are you a registered voter? Yes No ___

Have you ever been convicted of a felony? Yes ___ No

Current or prior service on governmental boards and/or committees: _____

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

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

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

In addition a Resume may be attached

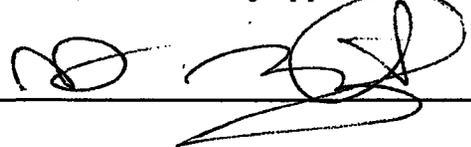
Education: B. A. in Sociology From Bethune Cookman
Studying for Masters in Health Service adm.

W/ Experience: over 12 yrs. experience event planning working
organizations that are community based
for kids.

Past Positions: Alumni Board for Bethune Cookman
Take Stock in Kids mentor, Adviser to College
Round kids;

Hobbies: Cultural events; sporting events;
family function organizing

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

Signature: 

Date: 1/28/13

Initials of Clerk or Deputy: _____

Date received or confirmed: _____

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

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

Youth Development Consultant

Offering over ten (10+) years of developing programs that specialize in youth mentoring and guidance experience with a unique events planning background. Working knowledge of substance abuse, behavioral and performance, learning and motivation of children and young adults as it relates to their varied life situations. Qualifications also include proficiency in working within the Department of Children and Families, county and city court systems as a children advocate. Possess the knowledge, skills, and abilities to efficiently provide proactive methods for treatment, rehabilitation of mental dysfunctions and overall guidance for children and young adults.

HIGHLIGHTS OF ACCOMPLISHMENTS:

- Program development for troubled children and young adults involved in juvenile, foster care and sports.
- Developed and facilitated community events such as health fairs, family crisis and job/life skills. CPR, First Aid, hand to hand combat, physical and mechanical restraint
- Recipient of the '2007 Mentor of the Year' when working with Palm Beach Elementary School Mentor
- Recipient of the "Assistant Coach of the Year" for two consecutive years (1997 and 1998) for working with Pop Warner team representing Daytona Beach Buccaneers
- Associated with Professional Development Group

VALUE ADDED:

- Consistently apply critical thinking skills and good decision making abilities in business through deductive and sharp inductive reasoning ability.
- Possess and utilize active listening skills to assure clear and concise communication is maintained.
- Practice discipline, energetic, enthusiastic, goal-oriented, problem sensitivity and management skills.
- Exhibit responsible, self-motivated attributes and complemented by key organizational skills.
- Work efficiently with Microsoft Office including Word, Excel, Outlook and PowerPoint.

EXPERIENCE:

2005 - 2013

Event Planner/Coordinator

PlayersFirst, Inc.

Fort Lauderdale and Miami, Florida

Worked directly with HOT105 Radio personality, City of Oakland Park, City of Pompano, Land Rover Dealership, Stocker McDougle of the Miami Dolphins, The Jerome McDougle and NFL Friends to arrange and implement several key sporting events. Coordinated services for events, such as accommodation and transportation for participants, facilities, catering, signage, displays, special needs requirements, printing and event security. Plan and develop programs, agendas, budgets, sponsors, and services for each sport and health related event.

- Achieved success with "The Good Life" which was a health fair event including health care, social services and other professional providers, displayed Brazilian Martial Arts, and provided free health snack giveaways to raise awareness on individual health.\
- Implemented 3 on 3 basketball tournaments, 7 on 7 Flag Football Challenge which raised funds for school supplies dispersed at the conclusion of the event.
- Coordinated three (3) day event for at-risk youths which included 1st Football Camp held on South Beach and the Orange Bowl raised awareness for service that serviced substance abuse, mental health, developmentally challenge youth and young adults

2008 - 2010

Milieu Counselor

Spectrum Programs, Inc./Miami Behavioral Health Center (MBHC)

Miami, Florida

Supervised, mentored and counseled young adults dealing with substance abuse and mental health issue within the court system. Encouraged young adults to express their feelings and discuss their lives, helped them develop insight into themselves and their relationships. Processed the paper work associated with documenting client's behaviors and progression. Evaluated young adults, individually and in group sessions, to assist in overcoming dependencies, adjusted to life, and made changes. Developed and implemented treatment plans based on evaluations and clinical experience.

Marcus McDougle
✉ playersfirst@gmail.com

971 NW 6 Ave, Pompano, Florida 33060
☎ (954) 825-3769

2001 – 2004

Case Manager

Working directly with Volusia County's Department of Children and Families, court system, legal department and law enforcement. Resolved family crisis that directly involved at-risk children and their families. Advocated for the at-risk children/youth by acting as a liaison between the court system and the families in care. Educated children/youth and families about mental illness, abuse, medication, and available community resources. Monitored, evaluated, and recorded client progress with respect to treatment goals. Modified treatment plans according to changes in children/youth status. Increased social work knowledge by reviewing current literature, conducting social research, and attending seminars, training workshops.

Community Base Care
Daytona Beach, Florida

EDUCATION:

Graduated May 2002

Bachelors' Degree in Sociology and Psychology (earned)

Received Football Letterman in Spring 1993 and Fall 1995

Bethune-Cookman College
Daytona Beach, Florida

Graduated June 1992

High School Diploma (earned)

Blanche Ely High
Pompano Beach, Florida

State of Florida 2010

Certified in early childhood development

HIV awareness

HIPAA

Crisis Intervention

State of Florida
Pompano Beach, Florida

NUISANCE ABATEMENT BOARD

§ 33.130 NUISANCE ABATEMENT BOARD.

(A) *Establishment.*

(1) There is hereby created and established a Nuisance Abatement Board to hear evidence and address issues relating to the existence of drug-related public nuisances, prostitution-related public nuisances, criminal street gang-related public nuisances, or nuisances involving dealing in stolen property, on premises located within the city. Said Board shall consist of members of the city's Unsafe Structures and Housing Appeals Board, who shall serve as members of the Nuisance Abatement Board.

(2) The City Commission may, by resolution, amend the provisions of division (A) relating to the terms and conditions of membership on the Nuisance Abatement Board.

(3) The presence of five or more members shall constitute a quorum. Members shall serve without compensation.

(B) *Definitions.*

BOARD. The Nuisance Abatement Board of the City of Pompano Beach.

CLERK. Person who performs the clerical duties necessary to carry out the activities of the Nuisance Abatement Board, and who also serves as the Clerk to the Unsafe Structures Board.

CONTROLLED SUBSTANCE. Includes any substance listed in F.S. Chapter 893, and any substance sold in lieu of a controlled substance in violation of F.S. § 817.563, or any imitation controlled substance defined in F.S. § 817.564.

OWNER. The lawful owner of any place or premises within the City.

PUBLIC NUISANCE. Any place or premises within the city limits of the City of Pompano Beach which has been used:

(a) On more than two occasions within a six-month period, as the site of a violation of § 796.07, F.S.; or

(b) On more than two occasions within a six-month period, as the site of the unlawful sale, delivery, manufacture, or cultivation of any controlled substance; or

(c) On one occasion as the site of the unlawful possession of a controlled substance, where such possession constitutes a felony and that has been previously used

on more than one occasion as the site of the unlawful sale, delivery manufacture, or cultivation of any controlled substance; or

(d) By a criminal street gang for the purpose of conducting a pattern of criminal street gang activity as defined by § 874.03, F.S.; or

(e) On more than two occasions within a six-month period, as the site of a violation of § 812.019, F.S., relating to dealing in stolen property.

(C) Any public nuisance as defined in division (B) above, may be abated pursuant to the procedures set forth in this section.

(D) Procedures.

(1) Pursuant to § 893.138, F.S. the Nuisance Abatement Board shall hear complaints regarding public nuisances. Any employee, law enforcement officer, or resident of the city may initiate a complaint before the Board. The complaint shall be made to the city's Law Enforcement Agency, and shall be forwarded for review to the Nuisance Abatement Officer as designated by the Chief of Police. The Nuisance Abatement Officer shall promptly review said complaint and if determined that the complaint properly alleges that a public nuisance exists on a place or premises which is within the purview of the Board, the Nuisance Abatement Officer shall promptly request a hearing before the Nuisance Abatement Board from the Board's Clerk.

(2) The Nuisance Abatement Board, through its clerk, shall schedule a hearing, and written notice of the hearing shall be sent to the owner of the place or premises by mail at his or her last known address at least five days prior to the scheduled hearing. The aforementioned notice of hearing shall include:

(a) The statement of the time, place and nature of the hearing;

(b) The statement of the legal authority and jurisdiction under which the hearing is to be held;

(c) A reference to the particular sections of the statutes and ordinances involved;

(d) A short and plain statement summarizing the incidents complained of.

(3) (a) The Board shall attempt to convene no less frequently once every month, but may meet more or less often as the demand necessitates. The Board may adopt additional rules for the conduct of its hearings. Minutes shall be kept of all hearings and hearings shall be open to the public. The Board shall have the power to subpoena owners, witnesses and evidence to the hearings. The city shall provide clerical and administrative personnel as may be reasonably required for the proper performance of the Board's duties.

(b) The city's Law Enforcement Agency's Nuisance Abatement Officer, along with its legal counsel, or another party designated by the city, shall present all cases before the Board. All parties shall have an opportunity to present evidence and argument on all issues involved, to conduct cross-examination, to submit rebuttal evidence, and to be represented by counsel. When appropriate, the general public may be given an opportunity to present oral or written communications before the Board. The Board may consider any evidence, including evidence of the general reputation of the place or premises. All testimony shall be under oath. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. Orders of the Board shall be based upon competent and substantial evidence, and any findings that a nuisance exists must be based on a "preponderance of the evidence" standard. A majority vote of those Board members voting is required in order to approve any Board order.

(4) After considering all evidence, the Board may declare the place or premises to be a public nuisance as defined in division (B)(1) of this section and may enter an order as follows:

(a) Requiring the owner of such place or premises to adopt such procedure as may be appropriate under the circumstances to abate such nuisance.

(b) Prohibiting the maintaining of the nuisance.

(c) Prohibiting the operating or maintaining of the place or premises, including the closure of the place or premises or any part thereof.

(d) Prohibiting the conduct, operation, or maintenance of any business or activity on the premises which is conducive to such nuisance.

(e) Requiring the owner to pay a fine in an amount up to \$250.00 per day for a public nuisance or up to \$500.00 per day for a recurring public nuisance. Total fines imposed pursuant to this section shall not exceed \$15,00.00.

(f) Providing for the payment of reasonable costs, including attorney's fees, associated with investigations of and hearings on public nuisances.

(5) Any order entered under division (C)(4) of this section shall expire after one year or at such earlier time as stated in the order. The Board may retain jurisdiction to modify its orders prior to the expiration of any such order.

(6) The city's Law Enforcement Agency shall assist the Board in carrying out any legally authorized order rendered pursuant to this section.

(7) An order entered under this section may be enforced pursuant to the procedures contained in F.S. § 120.69, but does not subject the city or the Board to any other provision of F.S. Chapter 120.

(8) A certified copy of orders on public nuisances entered by the Nuisance Abatement Board may be recorded in the public records and shall constitute a lien against the real property that is the subject of the order. A lien arising pursuant to this section runs in favor of the City, and the City may execute a satisfaction or release of lien upon compliance with the order.

(a) Said liens may be foreclosed in the manner prescribed by law for foreclosure of liens, and the Nuisance Abatement Board may authorize the City Attorney's Office to foreclose on the lien and to seek the recovery of all costs, including reasonable attorney's fees, associated with the recording of orders and foreclosure.

(b) No lien created pursuant to the provisions of this section may be foreclosed on real property which is a homestead under S.4, Art X of the State Constitution.

(9) For any action under this section based upon a stolen property nuisance, against a property owner operating an establishment where multiple tenants, on one site, conduct their own retail business, the property owner shall not be subject to a lien against his or her property or the prohibition of operation provision, if the property owner evicts the business declared to be a nuisance within 90 days after notification by certified mail to the property owner, of a second stolen property violation by the tenant.

(10) The procedures contained within this section do not restrict the right of the Board or of any person or entity to bring a complaint under § 60.05, F.S. or § 823.05, F.S. against any public nuisance, or from proceeding against a public nuisance by any other means.

(11) The City Attorney's Office shall act as legal counsel to the Board.

(D) *Right of appeal.* An aggrieved party, including the City of Pompano Beach, may appeal a Final Administrative Order of the Nuisance Abatement Board to the Circuit Court of the 17th Judicial Circuit. Such appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created for the Board. An appeal shall be filed within 30 days of the written order appealed from.

(Ord. 99-43, passed 5-11-99; Am. Ord. 2000-18, passed 10-26-99; Am. Ord. 2000-28, passed 12-14-99; Am. Ord. 2006-41, passed 6-13-06)

Disclaimer:

This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality. American Legal Publishing Corporation provides these documents for informational purposes only. These documents should not be relied upon as the definitive authority for local legislation. Additionally, the formatting and pagination of the posted documents varies from the formatting and pagination of the official copy. The official printed copy of a Code of Ordinances should be consulted prior to any action being taken.

For further information regarding the official version of any of this Code of Ordinances or other documents posted on this site, please contact the Municipality directly or contact American Legal Publishing toll-free at 800-445-5588.

202.13 UNSAFE STRUCTURES BOARD: The Unsafe Structures Board is hereby created, consisting of nine members who shall be appointed by the Appointing Authority. All professional members of the Unsafe Structures Board should be registered and licensed in the State of Florida. In the event the Appointing Authority cannot find a properly qualified resident of the area under its jurisdiction, it may by majority vote of its membership, appoint a qualified non-resident of the specific categories or professions required.

(a) QUALIFICATION OF MEMBERS: Members of the Board shall be permanent residents of the area under the jurisdiction of the Appointing Authority, who possess outstanding reputations for civic activity, interest, integrity, responsibility, and business or professional ability. The composition and representative membership of the Board shall be as follows: a Registered Engineer, a Registered Architect, a General Building Contractor, an Electrical Contractor, an Attorney at Law, a Plumbing Contractor, a Real Estate Appraiser, a Real Estate Property Manager and Citizen with experience and background in the field of social problems.

(b) TERMS OF OFFICE: In order that the terms of office of all members of the Board shall not expire at the same time, the initial appointments to the Board shall be as follows: Three members for the term of two years, three members for the term of three years, and three members for the term of four years. Thereafter, all appointments shall be for the term of three years, provided that the term in all instances, shall continue until a successor is appointed and qualified. Appointments to fill any vacancy on the Board shall be for the remainder of the unexpired term, but failure to fill a vacancy shall not invalidate any action or decision of the Board.

(c) ORGANIZATION OF THE BOARD:

(1) The members of the board shall elect a Chairman and a Vice Chairman and such other officers as may be deemed necessary or desirable, who shall serve at the will of the Board. Election of officers shall be held at the first meeting after February First, and such officers shall hold office for one year.

(2) Five members of the Board shall constitute a quorum necessary to hold a meeting or take any action.

(3) A majority vote of the Board membership present and voting at a duly constituted meeting shall be sufficient to overrule, modify or affirm any action or decision of the Building Official or to take any other action within the scope of the power and duties of the Board.

(4) Members shall serve without compensation but shall be entitled to reimbursement for necessary expenses incurred in the performance of their official duties, upon approval by the legislative body adopting this Code.

(5) No member of the Board shall sit as a voting member in any hearing on a matter in which he has a personal or financial interest.

(6) The Building Official, or his designee, shall be the Secretary of the Board but shall have no vote.

(7) The Chairman or the Secretary may call meetings of the Board, and meetings may be called by written notice signed by three members of the Board.

(8) Minutes and records shall be kept of all meetings of the Board and all meetings shall be public.

(9) All hearings shall be open to the public, and any person whose interest may be affected by the matter on appeal shall be given an opportunity to be heard in person, or through his attorney.

(10) Witnesses may be sworn and subpoenaed by the Board in a like manner as they are subpoenaed by the court or courts in the County in which this Code is adopted.

(11) The hearings shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

(12) Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient itself to support a finding unless it would be admissible over objection in civil actions.

(13) The rules of privilege shall be effective to the same extent that they are now, or hereafter may be, recognized in civil actions; and irrelevant and unduly repetitious evidence shall be excluded.

(14) The Board may establish rules and regulations for its own procedure.

(15) The Building Official shall provide adequate and competent clerical and administrative personnel and such technical or scientific personnel as may be reasonably required by the Board for the proper performance of its duties, subject to budget limitations and shall maintain a record of all proceedings in the office of the Building Official, including but not limited to a court reporter's transcript of the proceeding, and shall make available for copying any and all portions of the record of the proceeding and may certify the same as a true copy and make a reasonable charge therefor; provided, the court reporter shall certify the copy of his transcript.

(16) The Building Official shall provide a regular meeting place for the Board.

(d) DUTIES AND POWERS OF THE BOARD: The board shall have the following duties, functions, powers and responsibilities:

(1) Hear and determine appeals from actions and decisions of the Building Official pursuant to the provisions thereof.

(2) Hear and review the application of the Building Official for review of his action where his decision as indicated in a Notice of Violations has not been complied with.

(3) Affirm, modify or reverse the decision of the Building Official upon appeal or on application for review.

(4) The Board, through its Secretary, shall transmit the record with all exhibits, instruments, papers, and transcripts of its proceedings to the appointing authority in the event that authority shall consider the matter pursuant to applicable law in that regard made and provided.

(5) Hear and determine appeals from actions and decisions of the enforcing agency pursuant to the provisions of the applicable Minimum Housing Code.

202.14 DUTIES OF LEGAL COUNSEL: It shall be the duty of the attorney for the appointing authority, when so requested, to appear at all hearings before the Unsafe Structures Board and to represent and advise the Board.

202.15 CONFLICT OF INTEREST: No official, board member or employee charged with the enforcement of this law shall have any financial interest, directly or indirectly, in any repairs, corrections, construction or demolition which may be required, nor shall any official, board member or employee give to anyone the location of any property or the names of owners thereof on which repairs, corrections or demolition have been ordered, except as otherwise directed hereinafter, until after the owners have been formally advised at which time such shall become a matter of public record.

original 31

ORDINANCE NO. 2006-41

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

AN ORDINANCE AMENDING CHAPTER 33, "BOARDS AND COMMISSIONS", OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY MODIFYING SECTION 33.130, "NUISANCE ABATEMENT BOARD", BY INCLUDING PROPERTY LOCATIONS THAT DEAL IN STOLEN PROPERTY AS A PUBLIC NUISANCE; BY INCREASING THE TOTAL AMOUNT OF FINES FOR PROPERTIES FOUND TO BE A PUBLIC NUISANCE; AND TO OTHERWISE CONFORM THE CITY'S ORDINANCE WITH CHANGES IN SECTION 893.138 FLORIDA STATUTES; 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 33.130 "Nuisance Abatement Board", of Chapter 33, "Boards and Commissions", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 33.130 NUISANCE ABATEMENT BOARD.

...

(B) *Definitions.*

...

PUBLIC NUISANCE Any place or premises within the city limits of the City of Pompano Beach which has been used ~~on more than two occasions within a six-month period:~~

(a) on more than two occasions within a 6-month period, as the site of a violations of F.S. § 796.07, F.S.; or

(b) on more than two occasions within a 6-month period, as the site of the unlawful sale, delivery, manufacture, or cultivation of any controlled substance; or

(c) ~~On~~ one occasion as the site of the unlawful possession of a controlled substance, where such possession constitutes a felony and that has been previously used on more than one occasion as the site of the unlawful sale, delivery manufacture, or cultivation of any controlled substance; or

(d) ~~Any place or building used~~ by a criminal street gang for the purpose of conducting a pattern of criminal street gang activity as defined by § 874.03, F.S. ; or

(e) on more than two occasions within a 6-month period, as the site of a violation of § 812.019, F.S. relating to dealing in stolen property.

(C) Any public nuisance as defined in subsection (B) above, may be abated pursuant to the procedures set forth in this section.

(C) *Procedures.*

(1) Pursuant to F.S. § 893.138, F.S. the Nuisance Abatement Board shall hear complaints regarding public nuisances. Any employee, law enforcement officer, or resident of the city may ~~bring~~ initiate a complaint before the Board. The complaint shall be made to the City's ~~Police Department~~ Law Enforcement Agency, and shall be forwarded for review to the Nuisance Abatement Officer as designated by the Chief of Police. The Nuisance Abatement Officer shall promptly review said complaint and if determined that the complaint properly alleges that a public nuisance exists on a place or premises which is within the purview of the Board, the Nuisance Abatement Officer shall promptly request a hearing before the Nuisance Abatement Board from the Board's Clerk.

...

(3) (a) The Board shall attempt to convene no less frequently once every month, but may meet more or less often as the demand

necessitates. The Board may adopt additional rules for the conduct of its hearings. Minutes shall be kept of all hearings and hearings shall be open to the public. The Board shall have the power to subpoena owners, witnesses and evidence to the hearings. The city shall provide clerical and administrative personnel as may be reasonably required for the proper performance of the Board's duties.

(b) The City's Law Enforcement Agency's Police Department's Nuisance Abatement Officer, along with its legal counsel, or another party designated by the city, shall present all cases before the Board. All parties shall have an opportunity to present evidence and argument on all issues involved, to conduct cross-examination, to submit rebuttal evidence, and to be represented by counsel. When appropriate, the general public may be given an opportunity to present oral or written communications before the Board. The Board may consider any evidence, including evidence of the general reputation of the place or premises. All testimony shall be under oath. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. Orders of the Board shall be based upon competent and substantial evidence, and any findings that a nuisance exists must be based on a "preponderance of the evidence" standard. A majority vote of those Board members voting is required in order to approve any Board order.

...

(e) Requiring the owner to pay a fine in an amount up to \$250.00 per day for a public nuisance or up to \$500.00 per day for a recurring public nuisance. Total fines imposed pursuant to this section shall not exceed ~~\$7,500.00~~ \$15,000.00.

...

(6) The City's Police Department Law Enforcement Agency shall assist the Board in carrying out any legally authorized order rendered pursuant to this section.

...

(9) For any action under this section based upon a stolen property nuisance, against a property owner operating an establishment where multiple tenants, on one site, conduct their own retail business, the property owner shall not be subject to a lien against his or her property or the prohibition of operation provision, if the property owner evicts the business declared to be a nuisance within 90 days after notification by certified mail to the property owner, of a second stolen property violation by the tenant.

(910) The procedures contained within this section do not restrict the right of the Board or of any person or entity to bring a complaint under F.S. §

60.05, F. S., or F.S. § 823.05, F.S. against any public nuisance, or from proceeding against a public nuisance by any other means.

(4011) The City Attorney's Office shall act as legal counsel to the Board.

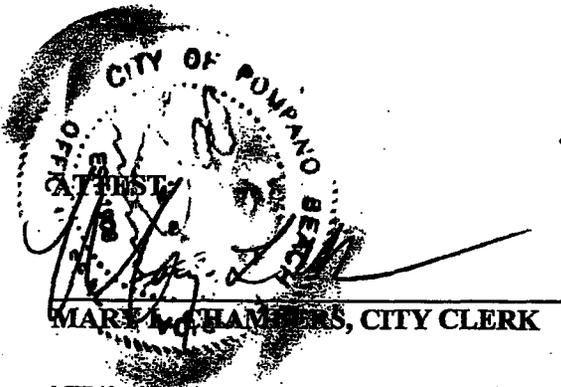
...

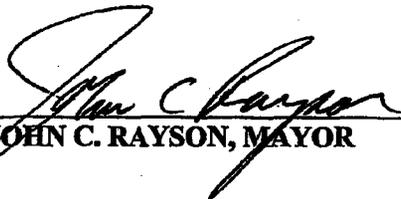
SECTION 2. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions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

SECTION 3. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 23rd day of May, 2006.

PASSED SECOND READING this 13th day of June, 2006.




JOHN C. RAYSON, MAYOR

MEB/ds
4/25/06
l:ord/ch33/2006-231

orig # 30

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

AN ORDINANCE AMENDING CHAPTER 33, "BOARDS AND COMMISSIONS", OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 33.130, "NUISANCE ABATEMENT BOARD", TO INCREASE THE TOTAL AMOUNT OF FINES IMPOSED AND TO AUTHORIZE FORECLOSURE OF LIENS; 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 33.130, "Nuisance Abatement Board" of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

Section 33.130 NUISANCE ABATEMENT BOARD.

...

(C) PROCEDURES.

(1) Pursuant to Section 893.138, Florida Statutes, the Nuisance Abatement Board shall hear complaints regarding nuisances as described in Section 33.131. Any employee, officer, or resident of the City may bring a complaint before the Board. The complaint shall be made to the City's police department and shall be forwarded for review to the Nuisance Abatement Officer as designated by the Chief of Police. The Nuisance Abatement Officer shall

promptly review said complaint and if determined that the complaint properly alleges that a public nuisance exists on a place or premises which is within the purview of the Board, the Nuisance Abatement Officer shall promptly request a hearing before the Nuisance Abatement Board from the Board's Clerk

...

(4) After considering all evidence, the Board may declare the place or premises to be a public nuisance as defined in Section 33.130 (B)(1) and may enter an order as follows:

(a) Requiring the owner of such place or premises to adopt such procedure as may be appropriate under the circumstances to abate any such nuisance.

...

(e) Requiring the owner to pay a fine in an amount up to \$250.00 per day for a public nuisance or up to \$500.00 per day for a recurring public nuisance. Total fines imposed pursuant to this section shall not exceed ~~\$5,000.00~~ \$7,500.00.

(f) Providing for the payment of reasonable costs, including attorney's fees, associated with investigations of and hearings on public nuisances.

...

(8) A certified copy of orders on public nuisances entered by the Nuisance Abatement Board may be recorded in the public records and shall constitute a lien against the real property that is the subject of the order. A lien arising pursuant to this section runs in favor of the City, and the City may execute a satisfaction or release of lien upon compliance with the order.

(a) Said liens may be foreclosed in the manner prescribed by law for foreclosure of liens, and the Nuisance Abatement Board may authorize the City Attorney's Office to foreclose on the lien and to seek the recovery of all costs, including reasonable attorney's fees, associated with the recording of orders and foreclosure.

(b) No lien created pursuant to the provisions of this section may be foreclosed on real property which is a homestead under S. 4, Art. X of the State Constitution.

~~(8)~~ (9) The procedures contained within this Section do not restrict the right of the Board or of any person or entity to bring a complaint under

Section 60.05, Florida Statutes, or Section 823.05, Florida Statutes, against any public nuisance.

(9) (10) The City Attorney's Office shall act as legal counsel to the Board.

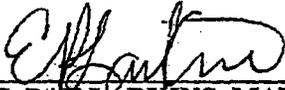
...

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

SECTION 3: This Ordinance shall become effective upon passage.

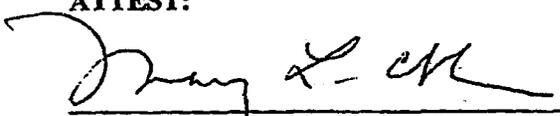
PASSED FIRST READING this 23rd day of November, 1999.

PASSED SECOND READING this 14th day of December, 1999.



E. PAT LARKINS, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

MEB/jrm
10/21/99
l:ord/ch33/2000-61

5-1 #29

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 33, "BOARDS AND COMMISSIONS", OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 33.130, "NUISANCE ABATEMENT BOARD", BY AMENDING THE DEFINITION OF PUBLIC NUISANCE AND DELETING SURPLUS LANGUAGE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, House Bill 363 amended Section 893.138, Florida Statutes, to provide that places used for the purpose of dealing in stolen property could be declared a Public Nuisance; and

WHEREAS, City Ordinance No. 99-43 adopted said definition from the aforementioned legislation; and

WHEREAS, House Bill 363 was not enacted; and

WHEREAS, the City desires its Nuisance Abatement ordinance to conform to the definitions contained within Section 893.138, Florida Statutes; and

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That Section 33.130, "Nuisance Abatement Board" of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

Section 33.130 NUISANCE ABATEMENT BOARD.

(A) Establishment.

(1) There is hereby created and established a Nuisance Abatement Board to hear evidence and address issues relating to the existence of drug-related public nuisances, prostitution-related public nuisances, criminal street gang-related public nuisances, or nuisances involving dealing in stolen property, on premises located within the city. Said Board shall consist of members of the city's Unsafe Structures and Housing Appeals Board, who shall serve as ~~ex-officio~~ members of the Nuisance Abatement Board.

...

(B) Definitions.

PUBLIC NUISANCE. Any place or premises within the city limits of the City of Pompano Beach which has been used on more than two (2) occasions within a six (6)-month period:

(a) As the site of a violation of Section 796.07, Florida Statutes; or

(b) As the site of the unlawful sale, delivery, manufacture, or cultivation of any controlled substance; or

(c) On one occasion as the site of the unlawful possession of a controlled substance, where such possession constitutes a felony and that has been previously used on more than one occasion as the site of the unlawful sale, delivery, manufacture, or cultivation of any controlled substance; or

(d) Any place or building used by a criminal street gang for the purpose of conducting a pattern of criminal street gang activity; or

~~(e) Any place or premises used for the purpose of dealing in stolen property (on or after July 1, 1999).~~

...

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 12th day of October, 1999.

PASSED SECOND READING this 26th day of October, 1999.



E. PAT LARKINS, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

MEB/jrm
9/9/99
l:ord/ch33/99-472

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 33, "BOARDS AND COMMISSIONS", OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY CREATING SECTION 33.130, "NUISANCE ABATEMENT BOARD", TO ESTABLISH A NUISANCE ABATEMENT BOARD WITHIN THE CITY AND ESTABLISHING DEFINITIONS, RULES AND PROCEDURES FOR SAME; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pompano Beach desires to promote, protect and improve the health, safety and welfare of the citizens of Pompano Beach; and

WHEREAS, the City Commission of the City of Pompano Beach desires to create an administrative board with authority to impose administrative fines and other non-criminal penalties in order to provide an equitable, expeditious, effective and inexpensive method of enforcing ordinances within the city under circumstances when a pending or repeated violation continues to exist; and

WHEREAS, the State of Florida enacted Section 893.138, Florida Statutes, to allow a local government to establish a nuisance abatement Board to address the issues of prostitution, the sale of controlled substances, street gang activity, and dealing in stolen property on real property located within the government's jurisdiction; and

WHEREAS, the City Commission of the City of Pompano Beach recognizes the significant efforts of the citizens of Pompano Beach and the Pompano Beach Police Department in working together to control prostitution, the sale of controlled substances, criminal street gang activity, and dealing in stolen property; and

WHEREAS, despite the efforts, the City Commission of the City of Pompano Beach finds that in order to meet the goals as stated above, the establishment of a Nuisance Abatement Board is necessary to provide additional assistance in the continued efforts to control prostitution, the sale of controlled substances, criminal street gang activity, and dealing in stolen property within the city limits; and

WHEREAS, the City Commission of the City of Pompano Beach finds that the nuisance abatement board process as authorized by Section 893.138, Florida Statutes, will provide the citizens of Pompano Beach an effective method of addressing nuisances within the city; and

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That Section 33.130, "Nuisance Abatement Board" of the City of Pompano Beach Code of Ordinances is hereby created to read as follows:

Section 33.130 NUISANCE ABATEMENT BOARD.

(A) ESTABLISHMENT.

(1) There is hereby created and established a Nuisance Abatement Board to hear evidence and address issues relating to the existence of drug-related public nuisances, prostitution-related public nuisances, criminal street gang-related public nuisances, or nuisances involving dealing in stolen property, on premises located within the city. Said Board shall consist of members of the city's Unsafe Structures and Housing Appeals Board, who shall serve as ex-officio members of the Nuisance Abatement Board.

(2) The City Commission may, by resolution, amend the provisions of Section (A) relating to the terms and conditions of membership on the Nuisance Abatement Board.

(3) The presence of five (5) or more members shall constitute a quorum. Members shall serve without compensation.

(B) DEFINITIONS.

(1) PUBLIC NUISANCE. Any place or premises within the city limits of the City of Pompano Beach which has been used on more than two (2) occasions within a six (6)-month period:

(a) As the site of a violation of Section 796.07, Florida Statutes; or

(b) As the site of the unlawful sale, delivery, manufacture, or cultivation of any controlled substance; or

(c) On one occasion as the site of the unlawful possession of a controlled substance, where such possession constitutes a felony and that has been previously used on more than one occasion as the site of the unlawful sale, delivery, manufacture, or cultivation of any controlled substance; or

(d) Any place or building used by a criminal street gang for the purpose of conducting a pattern of criminal street gang activity; or

(e) Any place or premises used for the purpose of dealing in stolen property (on or after July 1, 1999).

(2) BOARD. The Nuisance Abatement Board of the City of Pompano Beach.

(3) CLERK. Person who performs the clerical duties necessary to carry out the activities of the Nuisance Abatement Board, and who also serves as the Clerk to the Unsafe Structures Board.

(4) OWNER. The lawful owner of any place or premises within the City.

(5) CONTROLLED SUBSTANCE. Includes any substance listed in Chapter 893, Florida Statutes, and any substance sold in lieu of a controlled substance in violation of Section 817.563, Florida Statutes, or any imitation controlled substance defined in Section 817.564, Florida Statutes.

(C) PROCEDURES.

(1) Pursuant to Section 893.138, Florida Statutes, the Nuisance Abatement Board shall hear complaints regarding nuisances as described in Section 33.131. Any employee, officer, or resident of the City may bring a complaint before the Board. The complaint shall be made to the City's police department and shall be forwarded for review to the Nuisance Abatement Officer as designated by the Chief of Police. The Nuisance Abatement Officer shall promptly review said complaint and if determined that the complaint properly alleges that a public nuisance exists on a place or premises which is within the purview of the Board, the Nuisance Abatement Officer shall promptly request a hearing before the Nuisance Abatement Board from the Board's Clerk

(2) The Nuisance Abatement Board, through its clerk, shall schedule a hearing, and written notice of the hearing shall be sent to the owner of the place or premises by mail at his or her last known address at least five (5) days prior to the scheduled hearing. The aforementioned notice of hearing shall include:

(a) The statement of the time, place and nature of the hearing;

(b) The statement of the legal authority and jurisdiction under which the hearing is to be held;

(c) A reference to the particular sections of the statutes and ordinances involved; and

(d) A short and plain statement summarizing the incidents complained of.

(3) The Board shall attempt to convene no less frequently than once every month, but may meet more or less often as the demand necessitates. The Board may adopt additional rules for the conduct of its hearings. Minutes shall be kept of all hearings and hearings shall be open to the public. The Board shall have the power to subpoena owners, witnesses and evidence to the hearings. The city shall provide clerical and administrative personnel as may be reasonably required for the proper performance of the Board's duties.

The police department's Nuisance Abatement Officer, or another party designated by the City, shall present all cases before the Board. All parties shall have an opportunity to present evidence and argument on all issues involved, to conduct cross-examination, to submit rebuttal evidence, and to be represented by counsel. When appropriate, the general public may be given an opportunity to present oral or written communications before the Board. The Board may consider any evidence, including evidence of the general reputation of the place

or premises. All testimony shall be under oath. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. Orders of the Board shall be based upon competent and substantial evidence, and any findings that a nuisance exists must be based on a "preponderance of the evidence" standard. A majority vote of those Board members voting is required in order to approve any Board order.

(4) After considering all evidence, the Board may declare the place or premises to be a public nuisance as defined in Section 33.130 (B)(1) and may enter an order as follows:

(a) Requiring the owner of such place or premises to adopt such procedure as may be appropriate under the circumstances to abate any such nuisance.

(b) Prohibiting the maintaining of the nuisance.

(c) Prohibiting the operating or maintaining of the place or premises, including the closure of the place or premises or any part thereof.

(d) Prohibiting the conduct, operation, or maintenance of any business or activity on the premises which is conducive to such nuisance.

(e) Requiring the owner to pay a fine in an amount up to \$250.00 per day for a public nuisance or up to \$500.00 per day for a recurring public nuisance. Total fines imposed pursuant to this section shall not exceed \$5,000.00.

(f) Providing for the payment of reasonable costs, including attorney's fees, associated with investigations of and hearings on public nuisances.

(5) Any order entered under Section 33.130 (C)(4) above shall expire after one (1) year or at such earlier time as stated in the order. The Board may retain jurisdiction to modify its orders prior to the expiration of any such order.

(6) The City police department shall assist the Board in carrying out any legally authorized order rendered pursuant to this section.

(7) An order entered under this section may be enforced pursuant to the procedures contained in Section 120.69, Florida Statutes, but does not subject the city or the Board to any other provision of Chapter 120.

(8) The procedures contained within this Section do not restrict the right of the Board or of any person or entity to bring a complaint under Section 60.05, Florida Statutes, or Section 823.05, Florida Statutes, against any public nuisance.

(9) The City Attorney's Office shall act as legal counsel to the Board.

(D) RIGHT OF APPEAL.

An aggrieved party, including the City of Pompano Beach, may appeal a Final Administrative Order of the Nuisance Abatement Board to the Circuit Court of the 17th Judicial Circuit. Such appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created for the Board. An appeal shall be filed within thirty (30) days of the written order appealed from.

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 27th day of April, 1999.

PASSED SECOND READING this 11th day of May, 1999.



E. PAT LARKINS, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

MEB/jrm
4/7/99
l:ord/ch33/99-272



Name	Address	District	Phone	Appointed	Expires	Reso. No.
Kathy W. Wesley <i>Masters of Social Work</i> City Commission At Large	600 Three Islands Blvd., 419B Home Hallandale Beach., Florida 33009 Kathyeww@yahoo.com	Hallandale	954-456-4763 h 305-733-3585 c	9/9/2014	9/26/2017	2014-316
Ross McKelvey, Jr. (Chair) <i>Attorney</i> City Commission At Large	581 S.E. 13th Court (33062) home 2401 E. Atlantic Boulevard Suite 210 Fort Lauderdale 33301 rjmesquire@aol.com	1	954-781-4732 954-785-6423 o	1/29/2015	1/29/2018	2015-211
Paul Summa <i>Real Estate Appraiser</i> City Commission At Large	2931 N.E. 11th Terrace Pompano Beach, FL 33064	2	954-782-9922(H) 954-270-6559(C)	3/27/2015	3/27/2018	2015-214
Kenneth Koch <i>General Contractor</i> City Commission At Large	1641 N.E. 48th Court (33064) resolver1@comcast.net	2	954-427-8167	2/25/2014	9/8/2015	2014-152
						*Stacer Term
Ghulam "Joe" Usman <i>Plumbing Contractor</i> City Commission At Large	555 S. Pompano Pkwy., Ste. 5, (33069) 1940 S.E. 2nd St., (33060) Bus Ghulamusman@gmail.com	5 3	954-682-7600 c 954-255-1977 h 954-978-8400 o	9/9/2014	8/30/2017	2014-315
Hector G. Barragan <i>Engineer</i> City Commission At Large	2840 N.E. 14th Street Apt. A-309 (33062) hgbarragan123@aol.com	1	954-632-9250 c	2/25/2014	2/22/2017	2014-153
Daniel R. Cogdill <i>Electrical Contractor</i> City Commission At Large	2381 N.E. 15th Terrace (33064) drc1234@att.net	2	954-785-4345 h 954-304-5901 o	4/25/2015	4/25/2018	2015-2012
Gail A. DeAngelis <i>Real Estate Property Manager</i> City Commission At Large	2549 S.E. 11 Street -	1	954-785-2042	9/9/2014	8/30/2015	2014-314
Walter Syrek <i>Architect</i> City Commission At Large	1311 N.E. 43 Court (33064) wsarch@gmail.com	2	954-864-5759 c 954-254-7827	4/25/2015	4/25/2018	2015-213
Jashona McGee Recording Secretary	City Hall		954-545-7807			

Meets: Fourth Tuesday of each month @ 5:00pm in the City Commission Chambers Conference Room

Elections: Annually in February

7/22/2015

G:\City Clerk\ADVISORY BOARDS\AB MASTER LIST-MEMBERS AND NON MEMBERS\ADVISORY BOARD MEMBERS

Meeting Date: July 28, 2015

Agenda Item 29

REQUESTED COMMISSION ACTION:

Consent	Ordinance	X Resolution	Consideration/ Discussion	Presentation
_____	_____	_____	_____	_____

SHORT TITLE APPOINTMENT TO THE UNSAFE STRUCTURES AND HOUSING APPEALS BOARDS/NUISANCE ABATEMENT BOARD

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE UNSAFE STRUCTURES AND HOUSING APPEALS BOARD/NUISANCE ABATEMENT BOARD AS A REAL ESTATE PROPERTY MANAGER FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON SEPTEMBER 8, 2018; PROVIDING AN EFFECTIVE DATE.

(SEE PREVIOUS ITEM FOR APPLICANTS)

This is a City Commission's Appointment.



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

- (1) Origin of request for this action: City Clerk's Office
- (2) Primary staff contact: Asceleta Hammond Ext. 4611
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>City Clerk's Office</u>	<u>7/16/15</u>	<u>Approve</u>	<u><i>Asceleta Hammond</i></u>
<u>X City Manager</u>	_____	_____	<u><i>Don W. Beard</i></u>

ACTION TAKEN BY COMMISSION:

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

RESOLUTION NO. 2015-_____

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE UNSAFE STRUCTURES AND HOUSING APPEALS BOARD/NUISANCE ABATEMENT BOARD AS A REAL ESTATE PROPERTY MANAGER FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON SEPTEMBER 8, 2018; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Unsafe Structures and Housing Appeals Board/Nuisance Abatement Board of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Unsafe Structures and Housing Appeals Board/Nuisance Abatement Board of the City of Pompano Beach as a Real Estate Property Manager, for a term of three (3) years; said term to expire September 8, 2018.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this ____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

CITY OF POMPANO BEACH, FLORIDA

PRELIMINARY RATE RESOLUTION

JULY 28, 2015

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RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, RELATING TO THE PROVISION OF FIRE RESCUE SERVICES, FACILITIES AND PROGRAMS THROUGHOUT THE INCORPORATED AREA OF THE CITY OF POMPANO BEACH, FLORIDA; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR FIRE RESCUE ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR A VACANCY ADJUSTMENT FOR MOBILE HOME PARK PROPERTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pompano Beach, Florida (the "City Commission"), has enacted Ordinance No. 96-76, as amended by Ordinance No. 2000-67 (collectively the "Ordinance"), which authorizes the annual reimposition of Fire Rescue Assessments for fire rescue services, facilities, and programs against all Assessed Property within the incorporated areas of City of Pompano Beach; and

WHEREAS, the imposition of a Fire Rescue Assessment for fire rescue services, facilities and programs for each Fiscal Year is an equitable and efficient method of allocating and apportioning Fire Rescue Assessment among parcels of Assessed Property; and

WHEREAS, the City Commission desires to reimpose an annual Fire Rescue Assessment program within the incorporated areas of City of Pompano Beach for Fire Rescue Services, using the tax bill collection method for the Fiscal Year beginning on October 1, 2015.

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

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of the Fire Rescue Assessment Ordinance (Ordinance No. 96-76, as amended by Ordinance No. 2000-67), the Amended and Restated Initial Assessment Resolution for the Fiscal Year beginning October 1, 2013 (Resolution No. 2013-333), the Amended and Restated Final Assessment Resolution for the Fiscal Year beginning October 1, 2013 (Resolution No. 2013-373), the Charter of the City of Pompano Beach, Article VIII, Section 2 of the Florida Constitution, section 166.021, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS. This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the reimposition of Fire Rescue Assessments for the Fiscal Year beginning October 1, 2015. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Final Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa.

SECTION 3. PROVISION AND FUNDING OF FIRE RESCUE SERVICES.

(A) Upon the reimposition of Fire Rescue Assessments for fire rescue services, facilities, or programs against all Assessed Property located within the incorporated areas of City, the City shall provide fire rescue services to such Assessed Property. A portion of the cost to provide such fire rescue services, facilities, or programs shall be funded from proceeds of the Fire Rescue Assessments. The remaining cost required to provide fire

rescue services, facilities, and programs shall be funded by legally available City revenues other than Fire Rescue Assessment proceeds.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the City will be specially benefitted by the City's provision of fire rescue services, facilities, and programs in an amount not less than the Fire Rescue Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 4. IMPOSITION AND COMPUTATION OF FIRE RESCUE ASSESSMENTS. Fire Rescue Assessments shall be imposed against all Tax Parcels within the Property Use Categories within the City. Fire Rescue Assessments shall be computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 5. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Final Assessment Resolution are affirmed and incorporated herein by reference.

SECTION 6. COST APPORTIONMENT METHODOLOGY AND COST FACTOR CALCULATION.

(A) The Cost Apportionment Methodology embodied in Section 6 of the Amended and Restated Initial Assessment Resolution is affirmed and incorporated herein by reference.

(B) The Cost Factor Calculation embodied in Section 7 of the Amended and Restated Initial Assessment Resolution is affirmed and incorporated herein by reference.

SECTION 7. PARCEL APPORTIONMENT METHODOLOGY.

(A) The Parcel Apportionment Methodology embodied in Section 8 of the Amended and Restated Initial Assessment Resolution is affirmed and incorporated herein by reference.

(B) It is hereby acknowledged that the Parcel Apportionment methodology described and determined in the Amended and Restated Initial Assessment Resolution is to be applied in the calculation of the estimated Fire Rescue Assessment rates established in Section 8 of this Preliminary Rate Resolution.

SECTION 8. DETERMINATION OF FIRE RESCUE ASSESSED COSTS; ESTABLISHMENT OF ANNUAL FIRE RESCUE ASSESSMENT RATES.

(A) The Fire Rescue Assessed Cost to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year commencing October 1, 2015, is \$13,045,209.00.

(B) The estimated Fire Rescue Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Rescue Assessed Cost for the Fiscal Year commencing October 1, 2015, are hereby established as follows for the purpose of this Preliminary Rate Resolution:

Residential Property Use Categories	Rate Per Dwelling Unit
Residential	\$134.00
Non-Residential Property Use Categories	Rate Per Square Foot
Commercial	\$0.19
Industrial/Warehouse	\$0.10
Institutional	\$0.23

(C) No Fire Rescue Assessment shall be imposed upon a parcel of Government Property or upon Buildings of Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida law; however, Government Property that is owned by federal mortgage entities, such as the VA and HUD, shall not be exempted from the Fire Rescue Assessment.

(D) Any shortfall in the expected fire rescue proceeds due to any reduction or exemption from payment of the Fire Rescue Assessments required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Rescue Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the City Commission is improper or otherwise adversely affects the validity of the Fire Rescue Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Rescue Assessment upon each affected Tax Parcel in the amount of the Fire Rescue Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the City Commission.

(E) The approval of the Estimated Fire Rescue Assessment Rate Schedule by the adoption of this Preliminary Rate Resolution determines the amount of the Fire Rescue Assessed Cost. The remainder of such Fiscal Year budget for fire protection services, facilities, and programs shall be funded from available City revenue other than Fire Rescue Assessment proceeds.

(F) The estimated Fire Rescue Assessments specified in the Estimated Fire Rescue Assessment Rate Schedule are hereby established to fund the specified Fire Rescue Assessed Costs determined to be assessed in the Fiscal Year commencing October 1, 2015. No portion of such Fire Rescue Assessed Costs are attributable to

impact fee revenue that funds capital improvements necessitated by new growth or development. Further, no portion of such Fire Rescue Assessed Costs are attributable to the provision of Emergency Medical Services.

(G) The estimated Fire Rescue Assessments established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the City Manager in the preparation of the updated Assessment Roll for the Fiscal Year commencing October 1, 2015 as provided in Section 9 of this Preliminary Rate Resolution.

SECTION 9. ANNUAL ASSESSMENT ROLL.

(A) The City Manager is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year commencing October 1, 2015, in the manner provided in the Ordinance. The updated Assessment Roll shall include all Tax Parcels within the Property Use Categories. The City Manager shall apportion the estimated Fire Rescue Assessed Cost to be recovered through Fire Rescue Assessments in the manner set forth in this Preliminary Rate Resolution.

(B) A copy of this Preliminary Rate Resolution, the Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, documentation related to the estimated amount of the Fire Rescue Assessed Cost to be recovered through the imposition of Fire Rescue Assessments, and the updated Assessment Roll shall be maintained on file in the office of the City Manager and open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll proposed for the Fiscal Year beginning October 1, 2015, be in printed form, if the amount of the Fire Rescue Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(C) It is hereby ascertained, determined, and declared that the method of determining the Fire Rescue Assessments for fire rescue services as set forth in this Preliminary Rate Resolution is a fair and reasonable method of apportioning the Fire Rescue Assessed Cost among parcels of Assessed Property located within the City.

SECTION 10. VACANCY ADJUSTMENT.

(A) As a consequence of the transient use and potential for significant numbers of vacancies within Mobile Home Park property, as compared to other Residential Property, and the potential sustained lack of demand for fire rescue services for unoccupied spaces, each Owner of Mobile Home Park Property shall be afforded the opportunity to demonstrate, in the manner described below, the vacancy rate in space occupancy within such property and receive a vacancy adjustment to the Fire Rescue Assessments imposed upon such property.

(B) Notwithstanding any language to the contrary herein, vacant spaces in Mobile Home Park property shall not be considered Residential Property and shall not be subject to the Fire Rescue Assessments.

(C) Vacant spaces shall be those determined by the City Manager based on evidence of a vacancy rate provided by the Owner on or before June 1 of each year. The vacancy rate shall be defined as the percentage of available spaces within a Mobile Home Park that were vacant between January 1 through and including December 31 of the calendar year preceding the applicable deadline for the Owner's submittal of vacancy rate evidence for each year and shall be calculated as follows:

Exact Number of Permitted Sites within the park (not including overflow areas)	_____A
Times (x) Days in Reporting Period	(x 365) B
Total Possible Space Nights A x B = C (Example: 100 sites x 365 days = 36,500)	_____C
Actual Space Nights Sum of Number of Actual Occupied Spaces for Each Day in Calendar Year	_____D
Occupancy Percentage D/C = E (Example: 12,500/36,500 = 34.2%)	_____E
Vacancy Rate Subtract E from 100% (Example: 100% – 34.2% = 65.8%)	_____F

The Owner shall certify by affidavit to the City, on a form provided by the City Manager, the vacancy rate for the respective time period; such certification shall be subject to verification and audit. At a minimum, such affidavit shall conclusively identify and affirm (1) the tax parcel, (2) the number of spaces and type of improvements in the Mobile Home Park Property, and (3) the vacancy rate.

(D) The City Manager is directed and authorized to adjust, or cause to be adjusted, any Fire Rescue Assessment imposed for the Fiscal Year beginning October 1, 2015 upon a parcel of Mobile Home Park property whose Owner timely and satisfactorily demonstrates by affidavit that such parcel has experienced vacancies by multiplying the vacancy rate (expressed as a decimal) by the Fire Rescue Assessment attributable to the entire parcel of Mobile Home Park property and reducing the assessment by an equivalent amount.

(E) Any shortfall in the expected Fire Rescue Assessment proceeds due to any adjustment for vacancy shall be supplemented by any legally available funds and shall not be paid for by proceeds or funds derived from Fire Rescue Assessments.

SECTION 11. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 5:15 p.m. on September 14, 2015, in the City Commission Chambers, 100 West Atlantic Boulevard, Pompano Beach, Florida, at which time the City Commission will receive and consider any comments on the Fire Rescue Assessments from the public and affected property owners and consider imposing Fire Rescue Assessments for the Fiscal Year beginning October 1, 2015 and collecting such assessments on the same bill as ad valorem taxes.

SECTION 12. NOTICE BY PUBLICATION. The City Manager shall publish a notice of the public hearing authorized by Section 11 of this Preliminary Rate Resolution in the manner and time provided in Section 2.04 of the Ordinance. The notice shall be published no later than August 24, 2015, in substantially the form attached hereto as Appendix A.

SECTION 13. NOTICE BY MAIL.

(A) The City Manager shall also provide notice by first class mail to the Owner of each parcel of Assessed Property, in the event circumstances described in Section 2.08(F) of the Ordinance so require.

(B) Pursuant to section 200.069(11)(a), Florida Statutes, and with agreement of the Property Appraiser, the City Commission elects to combine the notice required by Section 2.05 of the Ordinance and this Resolution with the truth-in-millage notification required pursuant to section 200.069, Florida Statutes. Such mailed notice shall be in the form required by section 200.069(11)(a), Florida Statutes, and consistent with the Uniform Assessment Collection Act and the Ordinance for the purpose of imposing Fire Rescue Assessments for the Fiscal Year beginning October 1, 2015. Such notices shall be mailed no later than August 24, 2015.

SECTION 14. METHOD OF COLLECTION. It is hereby declared that the Fire Rescue Assessments shall be collected and enforced pursuant to the Uniform Assessment Collection Act as provided in Section 3.01 of the Ordinance for the Fiscal Year beginning October 1, 2015.

SECTION 15. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Fire Rescue Assessments will be utilized for the provision of fire rescue services, facilities, and programs within the incorporated areas of City. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire rescue services, facilities, and programs within the City.

SECTION 16. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 17. SEVERABILITY. If any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this resolution.

SECTION 18. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED BY THE CITY COMMISSIONS OF THE CITY OF POMPANO
BEACH, FLORIDA, THIS 28TH DAY OF JULY, 2015.**

CITY OF POMPANO BEACH, FLORIDA

(SEAL)

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CONTENT:

City Attorney

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published No Later Than August 24, 2015

**NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF FIRE RESCUE SPECIAL ASSESSMENTS**

Notice is hereby given that the City Commission of City of Pompano Beach will conduct a public hearing to consider the imposition of annual fire rescue special assessments for the provision of fire rescue services within the municipal boundaries of the City of Pompano Beach.

The hearing will be held at 5:15 p.m. on September 14, 2015, in the City Commission Chambers, 100 West Atlantic Boulevard, Pompano Beach, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (954) 786-4611, at least two (2) days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following

table reflects the proposed Fire Rescue Assessment rate schedule for the Fiscal year beginning on October 1, 2015.

FIRE RESCUE ASSESSMENTS

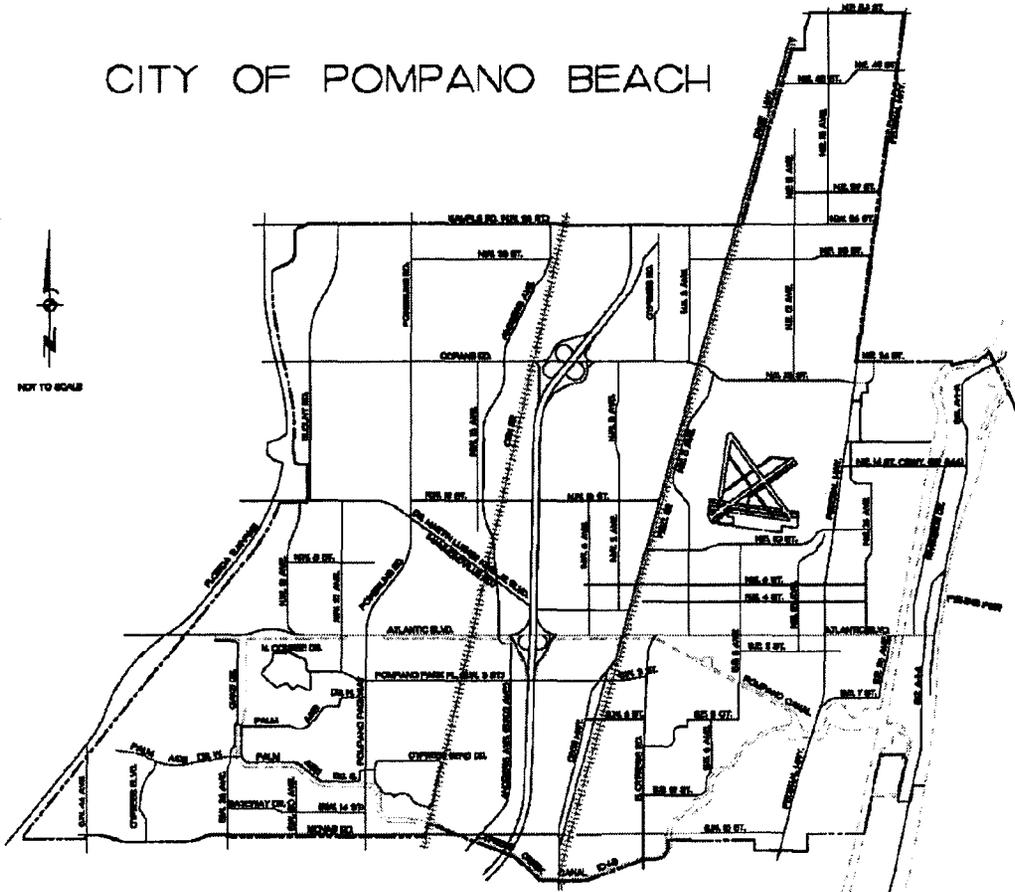
Residential Property Use Categories	Rate Per Dwelling Unit
Residential	\$134.00
Non-Residential Property Use Categories	Rate Per Square Foot
Commercial	\$0.19
Industrial/Warehouse	\$0.10
Institutional	\$0.23

Copies of the Fire Rescue Assessment Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, and the updated Assessment Roll are available for inspection in the office of the City Clerk, City Hall, located at 100 West Atlantic Boulevard, Pompano Beach, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2015, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City Budget Office at (954) 786-4605; the Office of the City Manager at (954) 786-4601; or the City Fire Rescue Department at (954) 786-4510, Monday through Friday between 8:00 a.m. and 5:00 p.m.

CITY OF POMPANO BEACH



City of Pompano Beach
Broward County, Florida
Engineering Department
Map 10001
Drawn by: J. Smith Date: 10/27/04 Checked by: J.S. Date: 11/17/04

**CITY COMMISSION
CITY OF POMPANO BEACH, FLORIDA**

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution X Consideration/ Discussion Presentation

Short Title: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, GRANTING THE CITY MANAGER AUTHORITY DURING THE CITY COMMISSION'S AUGUST HIATUS TO PERFORM AND FINISH SUCH MATTERS AS MAY HAVE BEEN BUDGETED AND AUTHORIZED, SUBJECT TO RATIFICATION THEREAFTER; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

- (1) Origin of request for this action: City Commission
- (2) Primary staff contact: Dennis W. Beach, City Manager EXT 4601
- (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
City Attorney	7/14/15		<i>[Signature]</i>

[Signature]
 City Manager *[Signature]*

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-1252
July 10, 2015

TO: Dennis W. Beach, City Manager
FROM: Gordon B. Linn, City Attorney
RE: Resolution - Authority for City Manager to Finish Budgeted and Authorized Items During August Hiatus

As requested in your memorandum dated July 9, 2015, attached please find the following captioned Resolution addressing the above-referenced matter:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, GRANTING THE CITY MANAGER AUTHORITY DURING THE CITY COMMISSION'S AUGUST HIATUS TO PERFORM AND FINISH SUCH MATTERS AS MAY HAVE BEEN BUDGETED AND AUTHORIZED, SUBJECT TO RATIFICATION THEREAFTER; PROVIDING AN EFFECTIVE DATE.

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

A handwritten signature in black ink, appearing to read "Gordon B. Linn", is written over a horizontal line.

GORDON B. LINN

GBL/jrm
l:cor/manager/2015-1252

Attachment

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2015 JUL 13 AM 9:37

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, GRANTING THE CITY MANAGER AUTHORITY DURING THE CITY COMMISSION'S AUGUST HIATUS TO PERFORM AND FINISH SUCH MATTERS AS MAY HAVE BEEN BUDGETED AND AUTHORIZED, SUBJECT TO RATIFICATION THEREAFTER; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pompano Beach does not conduct City Commission Meetings during the month of August; and

WHEREAS, it is necessary for the City to provide for such other unfinished matters as the City has funded and authorized; now, therefore,

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

SECTION 1. That the City Manager is hereby authorized and appointed to perform and finish such matters as the City Commission may have budgeted and authorized, which do not require further approval of the City Commission.

SECTION 2. That the authority and powers granted herein are limited and shall lapse upon commencement of the first regular City Commission meeting in September 2015, and are further subject to ratification by the City Commission upon its recommencement in September 2015.

SECTION 3. That This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK