Meeting Date: September 8, 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, APPOINTING AN ASSISTANT CITY ATTORNEY AND ESTABLISHING A SALARY TO BE PAID; PROVIDING AN EFFECTIVE DATE.**

Summary of Purpose and Why:

A resolution appointing Carrie L. Sarver as a full-time Assistant City Attorney.

(1) Origin of request for this action: Mark E. Berman, City Attorney
(2) Primary staff contact: Mark E. Berman, City Attorney Ext. 4614
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding:

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	8/14/15		See City Attorney's Comm. #2015-1426

X City Manager

ACTION TAKEN BY COMMISSION:

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

l:comsn/2015-1425

City Attorney's Communication #2015-1426

August 17, 2015

TO: Dennis W. Beach, City Manager

FROM: Mark E. Berman, Assistant City Attorney

RE: Resolution Appointing Assistant City Attorney

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, APPOINTING AN ASSISTANT CITY ATTORNEY AND ESTABLISHING A SALARY TO BE PAID; PROVIDING AN EFFECTIVE DATE.**

Please place this matter on the September 8, 2015 City Commission Agenda. I have attached a Commission Agenda Cover Sheet for your convenience.

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

MARK E. BERMAN

/jrm
l:cor/manager/2015-1426

Attachments

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING AN ASSISTANT CITY ATTORNEY AND ESTABLISHING A SALARY TO BE PAID; PROVIDING AN EFFECTIVE DATE.

WHEREAS, a vacancy exists for an Assistant City Attorney for the City of Pompano Beach; and

WHEREAS, the City Attorney has recommended that Carrie L. Sarver be appointed to fill said vacancy and has established to the satisfaction of the City Commission that she is well qualified for the position; now, therefore,

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

SECTION 1. That Carrie L. Sarver is hereby appointed as full-time Assistant City Attorney for the City of Pompano Beach, Florida, at an annual salary of One Hundred Nine Thousand Dollars ($109,000.00) and shall be entitled to all employee benefits, which are provided to regular classified employees of the City.

SECTION 2. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

/jrm
8/14/15
L:reso/2015-449

Carrie L. Sarver

111 E. Monument Ave #802, Kissimmee, Florida 34741
(954) 240-7031 * Carriel.sarver@gmail.com

SUMMARY OF QUALIFICATIONS

Board Certified Specialist in City, County, and Local Government Law. Broad range of in-house experience in local government law on complex contractual and business matters involving: procurement, construction, professional engineering and design, land use, real estate development, ethics, compliance, administrative boards/committees and handling appeals from quasi-judicial tribunals. Exceptional analytical skills and strong verbal and written communication skills. Thorough knowledge of local, state and federal laws and judicial decisions relating to government rights, responsibilities and requirements. Excellent understanding of the implications and liabilities associated with regulatory compliance to protect the best interest of the organization, minimize future legal problems and avoid costly litigation. Effective in establishing an excellent rapport and maintaining a solid working relationship with management and administrative staff, both internal and external to the organization, opposing counsel, elected officials and the private interests they regulate or influence.

ADMITTED TO PRACTICE

Florida Bar, 2006
United States District Court Southern District of Florida, 2007
United States Supreme Court, 2010

PROFESSIONAL EXPERIENCE

Deputy General Counsel
Tohopekaliga (Toho) Water Authority, Kissimmee, Florida **Feb. 2014 to Present**

Serve as Deputy General Counsel representing the Board of Supervisors, Executive Director and staff that serve the organization. Manage the day-to-day legal operations of a public utility providing regional stewardship over water resources in Osceola, Polk, and portions of Orange County. With a 300+ person workforce and nearly $85 million dollar operating budget, the utility owns and operates 15 Water and 8 Wastewater Treatment Plants.

- Established the organization's first in-house legal office.
- Advise Executive Management and the Board of Supervisors on legal requirements and matters including contract status, legal risks and the implications of business terms involving transactions related to the organization.
- Prepare, review and/or negotiate development agreements, construction contracts, leases, professional service agreements, finance agreements, easements, resolutions and other legal documents.
- Review and approve for legal sufficiency all agenda memoranda, exhibits and agreements for action by the Board of Supervisors.
- Assist in the development, initiation, maintenance and revision of policies and procedures to prevent illegal, unethical and improper conduct.
- Proactively manage outside counsel including the development of case strategy, litigation plans, cost management and the early resolution of cases through alternative dispute resolution.
- Monitor and coordinate claims filed against the organization; attend quarterly claims meeting with Risk Management staff to review all worker compensation and liability incidents, accidents and claims filed against the organization; counsel staff on appropriate course of action.
- Establish relationships with local, state and federal representatives in an effort to further the efforts of the organization; attend Florida Legislative Sessions.

Assistant City Attorney III **2006 to 2014**
City of Fort Lauderdale, Florida

Public Works Department

- Served as primary legal counsel to the City's Public Works Department, the largest provider of infrastructure service in Broward County.

- Specifically responsible for counseling and advising multiple Divisions within Public Works: Utility Distribution and Collection Division; Environmental Services Division; Sustainability Division; Engineering and Construction Division, which provides engineering, architectural and project management services to all City projects.
- Drafted and negotiated agreements: $689 million Waterworks 2011 Water & Wastewater Infrastructure System Program, various construction services, professional consultant services pursuant to Consultants' Competitive Negotiation Act (CCNA), development and design-build services, procurement of goods and services, settlement and project close-out documents, commercial leases and revocable license agreements for structures encroaching in public right-of-way, and grant acceptance agreements with other governmental agencies such as Florida Department of Transportation, Florida Department of Environmental Protection, Broward County, etc.
- Researched and provided legal opinions on questions of law and/or issues relating to Florida's Public Records Law, Government in the Sunshine, the powers, duties, obligations of the City, compliance with CCNA, procurement constraints imposed by Florida Statutes and the City's Purchasing Code of Ordinances.
- Reviewed all agenda memoranda, exhibits and agreements for action by the City Commission.
- Prepared, compiled and codified resolutions and ordinances implementing City Commission policy.

Department of Sustainable Development

- Served as chief legal counsel for the Historic Preservation Board. Attended monthly quasi-judicial public hearings and advised the Board on legal interpretations of the City's Unified Land Development Regulations (ULDR) regarding development applications for new construction, alterations and demolitions affecting historically designated properties. Advised on issues relating to legal interpretations of the ULDR, conflict of interests, government in the sunshine, due process, property rights, compliance with notice requirements and parliamentary procedure.
- Major accomplishment included working closely with the City's Zoning Administrator and planning staff over a 24 month period to draft, revise and overhaul 60+ pages of the City's ULDR related to the criteria, guidelines and requirements applicable to historic preservation.
- Served as co-legal counsel for the Property & Right of Way Committee. Advised Committee on real property matters, use of public right-of-way, including vacations, relocation of utilities, easement, property acquisitions, revocable licenses and coordination of easement issues relative to proposed development projects.
- Assisted outside counsel on legal matters involving complex litigation, drafting of appellate briefs on denials of development orders by the City and writs of certiorari from quasi-judicial City tribunals.

Department of Transportation and Mobility

- Drafted and negotiated agreements: commercial parking leases, procurement of parking related goods and services, private development encroaching City right-of-way, grant documents, off-street parking, City owned parking garages and ADA compliance, collection practices and appeals of citations, residential parking permit programs.
- Reviewed all agenda memoranda and exhibits prepared by management and department staff relating to traffic and parking issues for action by the City Commission.
- Prepared and codified ordinances to implement and update City parking regulations and programs.
- Assisted staff to determine more efficient and encompassing collections of fines and penalties.

Parks and Recreation Department

- Drafted and negotiated all large scale marquee special event agreements occurring in the City including the Annual Air & Sea Show, Rock the Ocean's Tortuga Music Festival on Ft. Lauderdale Beach, 2010 Super Bowl Celebration with the National Football League, Annual New Year's Eve "Downtown Countdown" Event with the Orange Bowl Committee.

EDUCATION

B.S.B.A.	University of Central Florida, 2001
Juris Doctor	Nova Southeastern University, 2005

CERTIFICATIONS/PROFESSIONAL ASSOCIATIONS/COMMUNITY ACTIVITIES

Board Certified Specialist in City, County and Local Government Law, The Florida Bar
Executive Board Member, Osceola County Bar Association
Executive Board Member, Help Now of Osceola, Inc.
Member, City, County, and Local Government Law Section, The Florida Bar
Member, Florida Association of Women Lawyers

Meeting Date: September 8, 2015 Agenda Item 2

REQUESTED COMMISSION ACTION:

X Consent ___ Ordinance X Resolution ___ Consideration ___ Workshop

SHORT TITLE or Motion: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DISTRICT FOUR (4) AMENDMENT NUMBER TEN (10) TO THE LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR ADDITIONAL LANDSCAPE IMPROVEMENTS ON STATE ROAD 814 (ATLANTIC BOULEVARD) FROM APPROXIMATELY MILE POST 2.16 TO MILE POST 2.35; PROVIDING AN EFFECTIVE DATE (No Cost).

Summary of Purpose and Why: This Tenth Amendment to the FDOT Maintenance Memorandum of Agreement (MOA) allows the adjacent property owner, Residences at Palm Aire, to make certain landscape improvements to the north side of Atlantic Blvd right of way fronting their property. These enhancements will be maintained to FDOT standards by the City's Public Works Department ensuring landscaping will be aesthetically pleasing and safely maintained such that motorists' visibility is not obstructed and vertical clearance is maintained for pedestrian, bicyclist and truck traffic.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: FDOT District 4
(2) Primary staff contact: Rob McCaughan Ext 4507
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: None.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works Dir.	8/3/15	APPROVE	Robert A McCaughan
Finance	8/13/15	Approval	
Budget	8/14/15	Approve	
City Attorney	8/12/15		

___ Advisory Board
___ Development Services Director
X City Manager

ACTION TAKEN BY COMMISSION:

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

City Attorney's Communication #2015-1322
July 22, 2015

TO: Robert A. McCaughan, Public Works Director

FROM: Gordon B. Linn, City Attorney

RE: Amendment No. 10 to Landscape Inclusive Maintenance Memorandum of Agreement

As requested in your memorandum dated July 20, 2015, Public Works Department Memorandum No. 2015-036, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DISTRICT FOUR (4) AMENDMENT NUMBER TEN (10) TO LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR ADDITIONAL LANDSCAPE IMPROVEMENTS ON THE NORTH SIDE OF STATE ROAD 814 (ATLANTIC BOULEVARD) FROM APPROXIMATELY MILE POST 2.16 TO MILE POST 2.35; PROVIDING AN EFFECTIVE DATE.**

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

GORDON B. LINN

/jrm
l:cor/pw/2015-1322

Attachment

RESOLUTION NO. 2015- _____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DISTRICT FOUR (4) AMENDMENT NUMBER TEN (10) TO LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR ADDITIONAL LANDSCAPE IMPROVEMENTS ON THE NORTH SIDE OF STATE ROAD 814 (ATLANTIC BOULEVARD) FROM APPROXIMATELY MILE POST 2.16 TO MILE POST 2.35; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Amendment Number Ten (10) between the City of Pompano Beach and the State of Florida Department of Transportation, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the State of Florida Department of Transportation.

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
7/22/15
l:reso/2015-430

SECTION NO:	**86039**
S.R. NO.(S):	**814**
COUNTY:	**BROWARD**
PERMIT NO.(S):	**15-L-491-0002**

DISTRICT FOUR (4) AMENDMENT NUMBER TEN (10) TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LANDSCAPE INCLUSIVE LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

This is Amendment Number Ten (10) to the Agreement dated December 5, 2007, made and entered into this _____day of _____ 20__ by and between the State of Florida Department of Transportation hereinafter called the "**DEPARTMENT**" and the City of Pompano Beach, a municipal corporation of the State of Florida, hereinafter called the "**AGENCY**".

WHEREAS, the parties entered into the Inclusive Landscape Maintenance Memorandum of Agreement dated December 5, 2007 for the purpose of maintaining the landscape improvements by the AGENCY on various State Road(s) including State Road 814 (Atlantic Boulevard); and

WHEREAS, the DEPARTMENT and the AGENCY have agreed to add additional landscape improvements to be installed on State Road 814 (Atlantic Boulevard) in accordance with the above referenced Agreement;

NOW THEREFORE, for and in consideration of mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. Pursuant to paragraph 1, page 1 of the Amendment Number Six (6) Landscape Inclusive Maintenance Memorandum of Agreement for State Road 814 (Atlantic Boulevard) dated August 9, 2013, the DEPARTMENT will allow and adjacent property owner to construct additional landscape improvements or to modify an improvement located as indicated in **Exhibit "A"**, the northside of State Road 814 (Atlantic Boulevard) from approximately (M.P. 2.16 to M.P. 2.35) in accordance with the plans attached as **Exhibit "B".**

2. The AGENCY shall agree to maintain the additional landscape improvements (which includes plant materials and irrigation) in the Inclusive Landscape Maintenance Memorandum of Agreement described above and as provided in accordance with the Maintenance Plan attached as **Exhibit "C"**.

Except as modified by this Amendment, all terms and conditions of the AGEEMENT shall remain in full force and effect.

List of Exhibits

Exhibit A: - Landscape Improvements Limits and Maintenance Boundaries and Location Map

Exhibit B – Landscape Improvements Plans

Exhibit C – Maintenance Plan Landscape Improvements

In Witness whereof, the parties hereto have executed with this Amendment effective the _____day _____ year written and approved.

State of Florida
Department of Transportation

BY:

_____
Transportation Development Director

Attest: _____(Seal)
Executive Secretary

Legal Review

_____ _____
Office of General Counsel Date

"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:

_____
MARK E. BERMAN, 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

SECTION NO:	**86039**
S.R. NO.(S):	**814**
COUNTY:	**BROWARD**
PERMIT NO.(S):	**15-L-491-0002**

EXHIBIT A

LANDSCAPE IMPROVEMENTS LIMITS

MAINTENANCE BOUNDARIES AND LOCATION MAP

I. PERMIT PROJECT LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:

Northside of State Road 814 (Atlantic Boulevard) from approximately (M.P. 2.16 to M.P. 2.35)

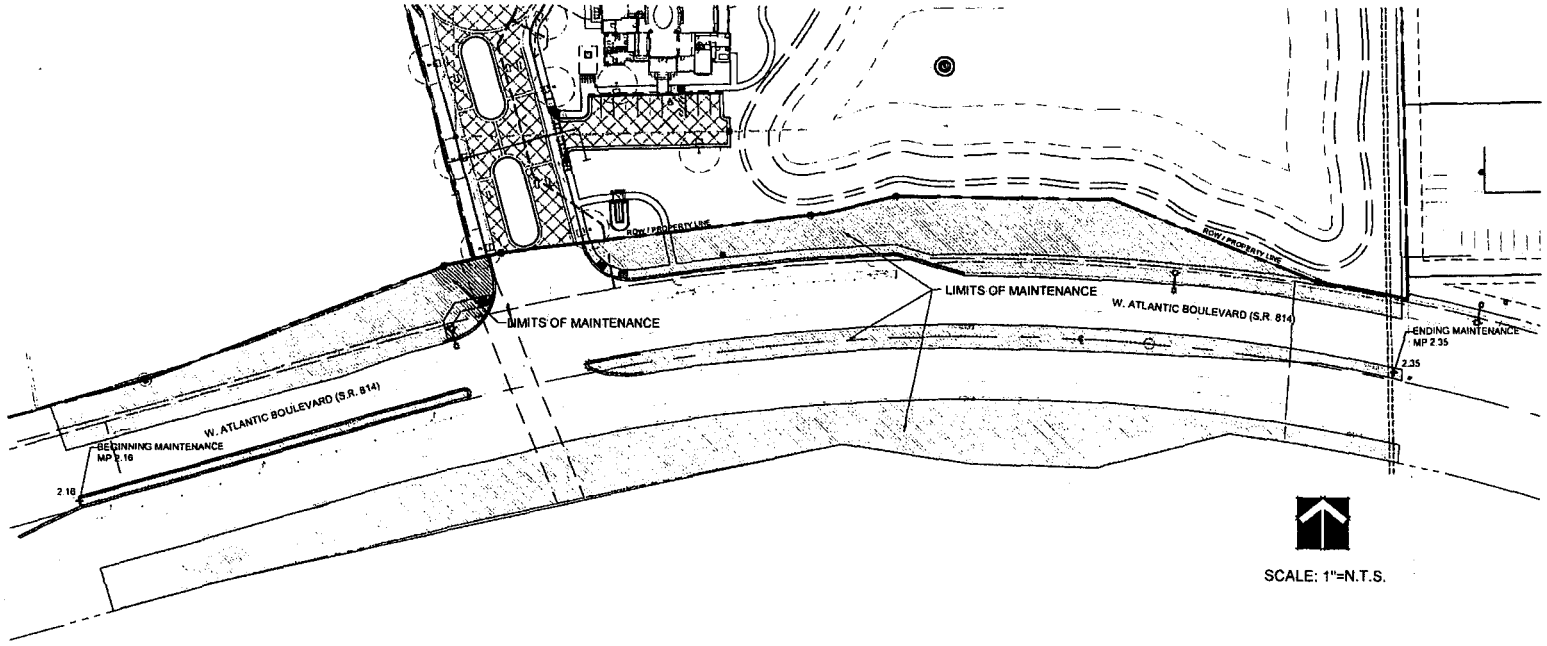
II. INCLUSIVE LANDSCAPE MEMORANDUM OF AGREEMENT LIMITS OF LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES FOR STATE ROAD 814 (Atlantic Boulevard):

State Road 814 (Atlantic Boulevard) from State Road 91 (Florida Turnpike) (M.P. 1.175) to State Road 849 (N.W. 31st Avenue (M.P. 2.482)
And
State Road 814 (Atlantic Boulevard) from State Road 849 (N.W. 31st Avenue (M.P. 3.338) to State Road A1A (M.P. 7.870)

III. LANDSCAPE IMPROVEMENTS MAINTENANCE RESPONSIBILITIES MAP:

(All maintenance boundaries of original agreement apply)

See attached map



SCALE: 1"=N.T.S.

LIMITS OF MAINTENANCE BY THE CITY OF POMPANO BEACH

FDOT Landscape Plan

Residences at Palm Aire

ZOM Development
Pompano Beach, Florida

Sheet Description: Limits of Maintenance Plan

Release Date: 02-26-15

Project Number: 1411A

Drawing Number: MP-1

Sheet 1 of 1

Revision Date

HUGH JOHNSON RLA #0000217

ARCHITECTURAL ALLIANCE

SECTION NO:	**86039**
S.R. NO.(S):	**814**
COUNTY:	**BROWARD**
PERMIT NO.(S):	**15-L-491-0002**

EXHIBIT B

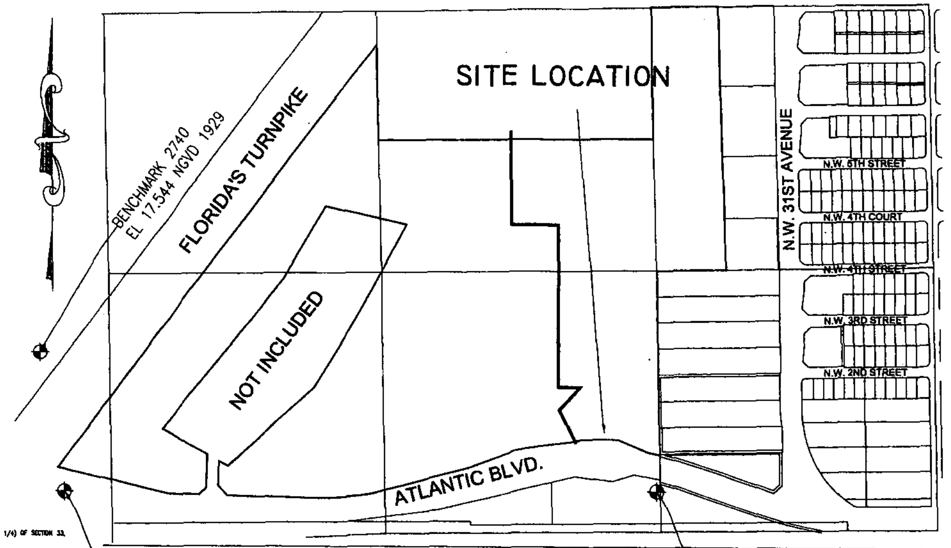
LANDSCAPE IMPROVEMENT PLANS

The Agency agrees to install the Project in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Hugh Johnson, RLA
Architectural Alliance

Dated: June 2, 2015

Sheets LP 1-5
IR 6-13



SITE BENCHMARK #1
EL 14.21 NGVD 1929

LOCATION MAP
NOT TO SCALE

SITE BENCHMARK #2
EL 12.18 NGVD 1929

PERMIT #: 2015-L-491-0002
SECTION: 86130
STATE ROAD: S.R. 814
MILE POST: 2.10 to 2.35

04/10/15

THIS PLAN WAS PREPARED UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLIES WITH THE INTENT OF THE "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS", AS ADOPTED BY THE STATE OF FLORIDA LEGISLATURE, CHAPTER 72-328.FS.

LAND DESCRIPTION:

A PARCEL OF LAND IN THE SOUTH ONE-HALF (S. 1/2) OF SECTION 32, AND IN THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 01°22'47" WEST ALONG THE EAST LINE OF SAID SECTION 32, SAME BEING THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 365.78 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF WEST ATLANTIC BOULEVARD, A 124.00 FOOT RIGHT-OF-WAY ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAP NUMBER 410055, SECTION 86130-2504, SHEET 12 OF 18, SAME BEING THE SOUTHWEST CORNER OF TEXACO-POMPANO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 124, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,587.88 FEET (A RADIAL LINE TO SAID POINT BEARS NORTH 11°21'03" EAST), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°27'04", AN ARC DISTANCE OF 87.83 FEET; THENCE NORTH 67°56'40" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 164.17 FEET; THENCE NORTH 80°20'43" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 100.24 FEET; THENCE SOUTH 76°08'28" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 54.19 FEET; THENCE SOUTH 82°47'08" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 240.28 FEET; THENCE SOUTH 78°36'32" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 42.82 FEET; THENCE SOUTH 68°19'34" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 238.14 FEET; THENCE SOUTH 73°55'08" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 182.76 FEET; THENCE SOUTH 71°12'48" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 211.47 FEET TO A POINT ON A ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2,231.83 FEET (A RADIAL LINE TO SAID POINT BEARS SOUTH 10°38'02" EAST); THENCE WESTERLY CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°32'32", AN ARC DISTANCE OF 449.80 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°06'30" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 0.13 FEET; THENCE NORTH 85°20'44" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 180.40 FEET; THENCE NORTH 89°06'30" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 150.00 FEET; THENCE NORTH 43°17'14" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 43.03 FEET TO A POINT ON THE EAST LINE OF TRACT A, PALM AIRE NORTH COURSE ESTATES 4TH SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 122, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 02°32'02" EAST ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 130.51 FEET; THENCE SOUTH 62°23'43" EAST ALONG A SOUTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 36.40 FEET; THENCE NORTH 47°31'48" EAST ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 580.80 FEET; THENCE NORTH 30°01'08" EAST CONTINUING ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 405.29 FEET; THENCE NORTH 27°20'21" EAST CONTINUING ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 540.07 FEET TO THE NORTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION; THENCE NORTH 77°03'57" WEST ALONG SAID NORTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 411.08 FEET TO THE WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION; THENCE SOUTH 28°11'22" WEST ALONG SAID WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 436.70 FEET; THENCE SOUTH 37°13'57" WEST CONTINUING ALONG SAID WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 273.27 FEET; THENCE SOUTH 38°34'46" WEST CONTINUING ALONG SAID WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 711.82 FEET; THENCE SOUTH 82°23'43" EAST ALONG A SOUTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 384.57 FEET; THENCE SOUTH 02°32'02" WEST, 173.80 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID WEST ATLANTIC BOULEVARD; THENCE SOUTH 46°42'42" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 41.81 FEET; THENCE NORTH 89°06'30" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 187.78 FEET; THENCE NORTH 77°47'54" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 305.94 FEET; THENCE NORTH 84°51'04" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 270.82 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF FLORIDA TURNPIKE A 300.00 FOOT RIGHT-OF-WAY ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAP NUMBER 410055, SECTION 86130-2504, SHEET 1 OF 18; THENCE NORTH 38°31'03" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 2,632.45 FEET TO A POINT ON THE WEST LINE OF THE NORTH ONE-HALF (N. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 32; THENCE SOUTH 01°10'12" WEST ALONG SAID WEST LINE, 444.92 FEET TO THE SOUTHWEST CORNER OF THE NORTH ONE-HALF (N. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 32; THENCE NORTH 88°45'32" EAST, 1,332.35 FEET TO THE SOUTHEAST CORNER OF THE NORTH ONE-HALF (N. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) SAID SECTION 32; THENCE NORTH 01°22'47" WEST, 637.52 FEET TO THE NORTHEAST CORNER OF THE NORTH ONE-HALF (N. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 32; THENCE NORTH 88°41'12" EAST, 334.46 FEET TO THE NORTHEAST CORNER OF THE WEST ONE-HALF (W. 1/2) OF THE WEST ONE-HALF (W. 1/2) OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 33; THENCE SOUTH 01°20'18" EAST ALONG THE WEST LINE OF TRACT A, LLOYD E. OLSON PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 103, PAGE 8, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALONG THE WEST LINE OF PARCEL A, C.C.H. SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 84, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALONG THE WEST LINE OF PARCEL G, GIBSON'S PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 80, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 1,275.77 FEET TO THE SOUTHEAST CORNER OF THE WEST ONE-HALF (W. 1/2) OF THE WEST ONE-HALF (W. 1/2) OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 33; THENCE SOUTH 88°48'35" WEST ALONG A NORTH LINE OF SAID PARCEL G, GIBSON'S PLAT, 333.56 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 33; THENCE SOUTH 01°22'47" EAST ALONG THE WEST LINE OF TRACTS 47, 48 AND 49 OF COLLIER CITY LOTS (UNRECORDED) AND ALONG THE WEST LINE OF TRACTS 1-3, PAXTON FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 89, PAGE 8, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALONG THE WEST LINE OF SAID TEXACO-POMPANO PLAT, 908.26 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATED IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 3,687,414 SQUARE FEET, 84.661 ACRES, MORE OR LESS.

FDOT SPECIFICATIONS AND DESIGN STANDARDS

These drawings have been developed to comply with the current versions of FDOT specifications and design standard indexes.
"Governing Standards and specifications:
2015 Florida Department of Transportation, Design Standards, and 2015 Standard specifications for Road and Bridge Construction, Section 580 Landscape installation, and any other applicable updates."

04/10/15

04/10/15

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STANDARD NOTES:

The local media shall be contacted a week prior to any lane closures on the state road system as it will occur during peak hours or over the span of more than one day. Contact Barbara Kelleher, FDOT Public Information Office at 954-777-4090 for guidance on who to contact. Provide a copy of the press release to:

Florida Department of Transportation
Public Information Office
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309

All materials and construction within the FDOT right-of-way shall conform to the FDOT Roadway and Traffic Design Standards (2015 Edition). Standard Specifications (2015 Edition) and the supplements thereto.

The applicant's engineer responsible for construction inspection shall insure that the maintenance of traffic plan (MOT) for the project is in accordance with the applicable FDOT index numbers (600 series) and these documents: The Manual on Uniform Traffic Control Devices for Streets and Highways (U. S. Department of Transportation, FHWA).

At the end of each work period, any drop-off in the area adjacent to the travel way of the State Road shall be backfilled in accordance with Standard Index 600 or shall be otherwise protected with temporary barrier wall at the contractor's expense.

If the permitted work is on a roadway that has been selected as a hurricane or disaster evacuation route, the applicant, at the pre-construction conference is required to present, as part of the work plan, an emergency functional restoration plan to address eventualities such as hurricanes.

The contractor must call the appropriate county traffic engineering division, having jurisdiction over the project at least 48 hours, before any excavation within the FDOT right-of-way to determine the location of the existing traffic signal interconnect cable.

The location of existing utilities shown is approximate only. The contractor shall determine the exact location during construction. Relocation of utilities shall be coordinated with utility companies after identification of conflict by contractor. Contractor will notify engineer in advance before any relocation.

Before permit approval and construction of this project, the applicant must contact the Florida Department of Transportation Local Maintenance Office to schedule a pre-construction meeting. The telephone number is 954-776-4300 or 1-800-300-8236.

The applicant at the earliest convenient time shall notify in writing all right-of-way users affected by the construction of this project.

All MOT lane closure signs shall be covered when lanes are not closed. No lanes are to be closed except at times prescribed by the Department.

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612 S.W. FOURTH AVENUE, FORT LAUDERDALE, FLORIDA 33315
TEL: (954) 764-8858 FAX: (954) 764-0731

HUGH JOHNSON
RLA #0000237

04/10/15 Review Comments

Revision Dates

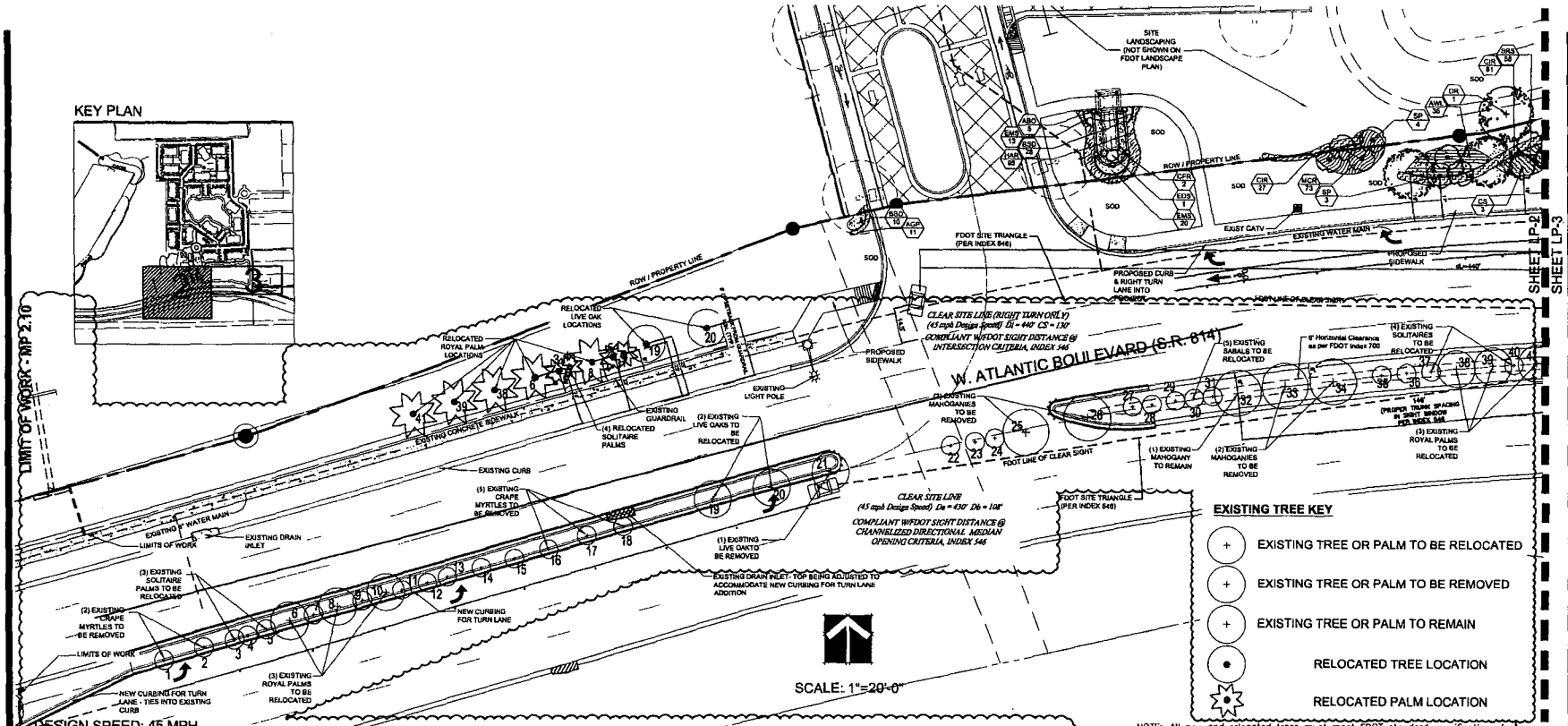
FDOT Landscape Plan

Residences at Palm Aire

ZOM Development
Pompano Beach, Florida

Sheet Description	FDOT Landscape Plan
Release Date	02-25-15
Project Number	1411A
Drawing Number	LP-1

Sheet 1 of X



#	Species	O.A. Height	Condition	Trunk Diameter at 2' Height	Clr. Trunk	Status
1	Lagerstroemia indica / Crape Myrtle	8'	Poor	4"	4'	To be removed
2	Lagerstroemia indica / Crape Myrtle	8'	Poor	3"	3'	To be removed
3	Ptychosperma elegans / Solitaire Palm	12'	Fair	3"	6'	To be relocated
4	Ptychosperma elegans / Solitaire Palm	13'	Fair	3"	6'	To be relocated
5	Ptychosperma elegans / Solitaire Palm	12'	Fair	3"	6'	To be relocated
6	Roystonia elata / Florida Royal Palm	20'	Good	12"	18'	To be relocated
7	Ptychosperma elegans / Solitaire Palm	12'	Fair	3"	6'	To be relocated
8	Roystonia elata / Florida Royal Palm	30'	Good	12"	18'	To be relocated
9	Ptychosperma elegans / Solitaire Palm	8'	Fair	3"	6'	To be relocated
10	Roystonia elata / Florida Royal Palm	27'	Good	12"	18'	To be relocated
11	Ptychosperma elegans / Solitaire Palm	12'	Fair	3"	6'	To be relocated
12	Ptychosperma elegans / Solitaire Palm	13'	Good	3"	9'	To be relocated
13	Ptychosperma elegans / Solitaire Palm	12'	Fair	3"	6'	To be relocated
14	Lagerstroemia indica / Crape Myrtle	6'	Poor	4"	2'	To be removed
15	Lagerstroemia indica / Crape Myrtle	7'	Poor	4"	4'	To be removed
16	Lagerstroemia indica / Crape Myrtle	6'	Poor	4"	2'	To be removed
17	Lagerstroemia indica / Crape Myrtle	10'	Poor	4"	6'	To be removed
18	Lagerstroemia indica / Crape Myrtle	10'	Poor	4"	2'	To be removed
19	Quercus virginiana / Live Oak	18'	Fair	8"	6'	To be relocated
20	Quercus virginiana / Live Oak	18'	Fair	6"	6'	To be relocated
21	Quercus virginiana / Live Oak	12'	Poor	3"	5'	To be removed
22	Sabal palmetto / Cabbage Palm	14'	Fair	12"	8'	To be relocated
23	Sabal palmetto / Cabbage Palm	18'	Fair	10"	12'	To be relocated
24	Sabal palmetto / Cabbage Palm	14'	Fair	12"	8'	To be relocated
25	Swietenia mahagoni / West Indies Mahogany	22'	Fair	12"	8'	To be removed
26	Swietenia mahagoni / West Indies Mahogany	22'	Fair	10"	6'	To be removed
27	Sabal palmetto / Cabbage Palm	10'	Fair	12"	8'	To be relocated
28	Sabal palmetto / Cabbage Palm	10'	Fair	10"	6'	To be relocated
29	Sabal palmetto / Cabbage Palm	18'	Fair	10"	13'	To be relocated
30	Sabal palmetto / Cabbage Palm	14'	Fair	10"	10'	To be relocated
31	Sabal palmetto / Cabbage Palm	10'	Fair	12"	8'	To be relocated
32	Swietenia mahagoni / West Indies Mahogany	29'	Fair	12"	8'	To remain
33	Swietenia mahagoni / West Indies Mahogany	20'	Fair	14"	8'	To be removed
34	Swietenia mahagoni / West Indies Mahogany	20'	Fair	12"	7'	To be removed
35	Ptychosperma elegans / Solitaire Palm	7'	Fair	3"	4'	To be relocated
36	Ptychosperma elegans / Solitaire Palm	8'	Fair	3"	5'	To be relocated
37	Ptychosperma elegans / Solitaire Palm	8'	Fair	3"	4'	To be relocated
38	Roystonia elata / Florida Royal Palm	22'	Good	12"	12'	To be relocated
39	Roystonia elata / Florida Royal Palm	23'	Good	12"	14'	To be relocated
40	Ptychosperma elegans / Solitaire Palm	8'	Fair	3"	4'	To be relocated
41	Roystonia elata / Florida Royal Palm	20'	Good	12"	14'	To be relocated
42	Bursera simaruba / Gumbo Limbo	12'	Fair	4"	5'	To remain
43	Bursera simaruba / Gumbo Limbo	10'	Fair	4"	5'	To remain
44	Bursera simaruba / Gumbo Limbo	14'	Fair	4"	8'	To remain
45	Bursera simaruba / Gumbo Limbo	12'	Fair	4"	5'	To remain
46	Sabal palmetto / Cabbage Palm	13'	Fair	12"	8'	To remain
47	Sabal palmetto / Cabbage Palm	17'	Fair	10"	10'	To remain
48	Sabal palmetto / Cabbage Palm	12'	Fair	10"	7'	To remain
49	Sabal palmetto / Cabbage Palm	11'	Fair	12"	6'	To remain

04/10/15

NOTE: All new and relocated trees must meet FDOT standard specifications for road and bridge construction, section 580, and design standards index 544, 546, AND 700. Landscaping must comply with all aspects of Chapter 14-40 Florida Administrative Codes.

All existing tree & palm locations to be verified in field prior to start of removal and/or relocation activities in order to determine conflicts w/ required clear sight zones as shown on plan. If existing tree or palm locations differ from that shown, status is to be verified with Landscape Architect and FDOT District Operations Manager prior to start of construction.

04/10/15

All sizes shown for plant material on the plans are to be considered Minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan(s) will also be required for final acceptance.

All plant material shall be thoroughly watered in at the time of planting; no dry planting permitted. All plant materials shall be planted such that the top of the plant ball is flush with the surrounding grade.

Sodded areas will be in accordance with Standard Index 105 and Sections 162, 575, 981, 982, 983, and 987 of the Department's Standard Specifications for Road and Bridge Construction, latest edition. All disturbed areas will be sodded within one (1) week of installation of permitted work.

Contractor shall repair any and all damage done to FDOT property during demolition, relocation, and/or installation activities at his sole expense.

04/10/15

Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation.

The relocation of any existing landscaping must be coordinated with the District Landscape Architect, Ms. Elisabeth Hassett, at (954) 777-4219.

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THIS PLAN WAS PREPARED UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLIES WITH THE INTENT OF THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS, AS ADOPTED BY THE STATE OF FLORIDA LEGISLATURE, CHAPTER 72-328.FS.

ARCHITECTURAL ALLIANCE

HUGH JOHNSON
FL# AR0002037
2/15

Revision Dates

FDOT Landscape Plan

Residences at Palm Aire

ZOM Development
Pompano Beach, Florida

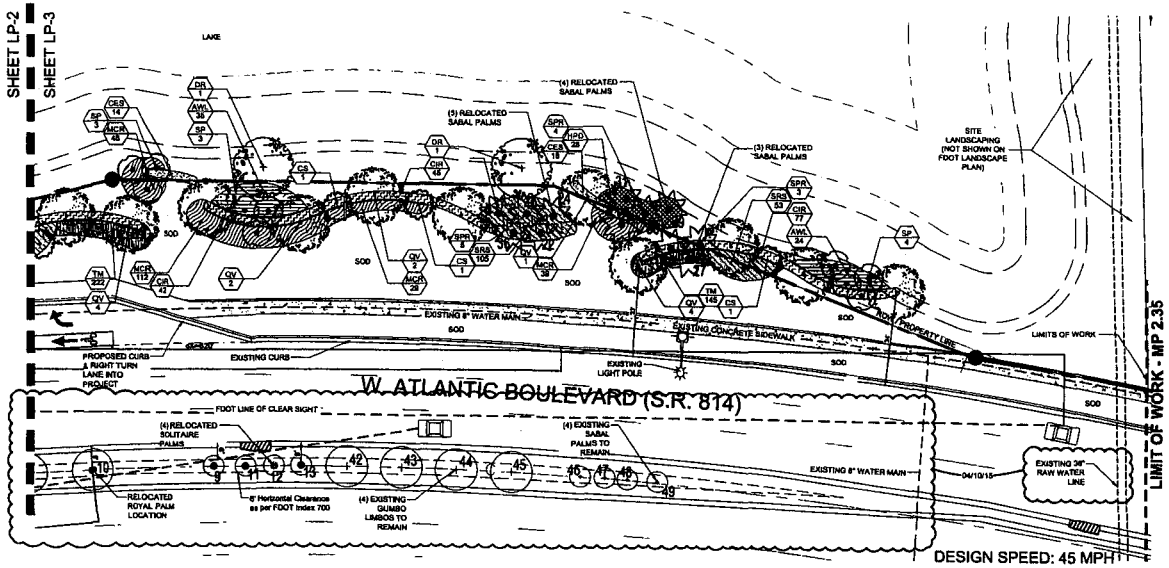
Sheet Description: FDOT Landscape Plan

Release Date: 02-02-15

Project Number: 1411A

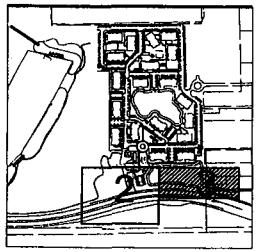
Drawing Number: LP-2

Sheet 2 of 5



SCALE: 1"=20'-0"

KEY PLAN



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THIS PLAN WAS PREPARED UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLIES WITH THE INTENT OF THE "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS", AS ADOPTED BY THE STATE OF FLORIDA LEGISLATURE, CHAPTER 72-328.FS.

PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT
CS	6	Conocarpus erectus 'Sericeus'	Silver Buttonwood	Field Grown / B & B	2"Cal	12' OA Ht., Single Straight Leader	Yes	High
QV	13	Quercus virginiana	Live Oak	FG/B&B	3"Cal	16' Ht. x 6' Spr, Full, Single Straight Leader	Yes	High

FLOWERING TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT
DR	3	Delonix regia	Royal Poinciana	FG/B&B	2.5"Cal	14-16' Ht. x 6' Spr., Single Straight Leader	No	High

PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT
SP	17	Sabal palmetto	Cabbage Palmetto	FG/B&B		14-22' CT. Min., 22' OA. Ht. Min., Staggered Hts.	Yes	High
SPR	12	Sabal palmetto	Cabbage Palmetto	Relocated				

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING
ABG	9	Aechmea blanchetiana	'Burnt Orange' Bromeliad	3 gal		specimen	No	Medium	24" o.c.
CFR	2	Cordyline fruticosa 'Red Sister'	Hawaiian Ti	7 gal		30" OA.	No	Medium	36" o.c.
EDS	1	Elaeocarpus decipiens TM	Japanese Blueberry Tree	15 gal		6' OA, Full to Base	No	Medium	60" o.c.

SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING
AWL	84	Acalypha wilkesiana 'Louisiana Red'	Louisiana Red Copperleaf	3 gal		24"HT x 24"SPR	No	Medium	36" o.c.
BSD	38	Bougainvillea spp.	Dwarf Bougainvillea	3 Gal.		18"HT x 18"SPR	No	High	24" o.c.
CIR	272	Chrysobalanus icaco 'Radlip'	Red Tip Cocoplum	3 gal		20-24" Ht. x 20-24" Spr	Yes	High	24" o.c.
CES	32	Conocarpus erectus sericeus	Silver Button Wood	3 gal		24"HT x 24"SPR @	Yes	High	24" o.c.
HPD	25	Hamelia patens 'Compacta'	Dwarf Firebush	3 gal		18"HT x 18"SPR	Yes	High	36" o.c.
MCR	301	Muhlenbergia capillaris 'Regal Mist' TM	Muhly	3 gal		24"HT x 24"SPR	Yes	High	24" o.c.
SRS	216	Serenoa repens 'Cinerea'	Silver Saw Palmetto	3 gal		20" Ht. x 20" Spr, Full	Yes	High	24" o.c.

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING
AGP	11	Arachis glabrata	Perennial Peanut 'Large Leaf'	1 gal			No	High	18" o.c.
EMS	33	Euphorbia mili 'Short and Sweet'	Crown of Thorns	1 gal		12"HT x 12"SPR @	No	High	18" o.c.
HAR	95	Hemigraphis alternata	Red Ivy	1 gal			No	Medium	18" o.c.
TM	387	Trachelospermum asiaticum 'Minima'	Minima Jasmine	4" Ht. x 12" Spr.			No	Medium	12" o.c.

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TEL: (954) 781-8488 FAX: (954) 781-0371 E-MAIL: contact@aarchitect.com

RUDY JOHNSON Registered Landscape Architect 6/15/15 Seal

04/10/15 Review Comments

Revision Dates

FDOT Landscape Plan

Residences at Palm Aire

ZOM Development
Pompano Beach, Florida

Sheet Description: FDOT Landscape Plan

Release Date: 02-25-15

Project Number: 1411A

Drawing Number: LP-3

Sheet 3 of 5

NOTES:

GENERAL PLANTING REQUIREMENTS

All sizes shown for plant material on the plans are to be considered Minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan(s) will also be required for final acceptance.

All plant material furnished by the landscape contractor shall be Florida #1 or better as established by "Grades and Standards for Florida Nursery Plants" and "Grades and Standards for Florida Nursery Trees". All material shall be installed as per FDOT Standsard Specification 580 and 544.

All plant material as included herein shall be warranted by the landscape contractor for a minimum period as follows: All trees and palms for 12 months, and all shrubs, vines, groundcovers and miscellaneous planting materials for 12 months after final acceptance by the owner or owner's representative.

All plant material shall be planted in planting soil that is delivered to the site in a clean loose and friable condition. All soil shall have a well drained characteristic. Soil must be free of all rocks, sticks, and objectionable material including weeds and weed seeds as per CSI specifications.

Six inches (6") of planting soil 50/50 sand/topsoil mix is required around and beneath the root ball of all trees and palms, and 1 cubic yard per 50 bedding or groundcover plants.

All landscape areas shall be covered with Eucalyptus or sterilized seed free Melaleuca mulch to a minimum depth of three inches (3") of cover when settled. Cypress bark mulch shall not be used.

All plant material shall be thoroughly watered in at the time of planting; no dry planting permitted. All plant materials shall be planted such that the top of the plant ball is flush with the surrounding grade.

All landscape and lawn areas shall be irrigated by a fully automatic sprinkler system adjusted to provide 100% coverage of all landscape areas. All heads shall be adjusted to 100% overlap as per manufacturers specifications and performance standards utilizing a rust free water source. Each system shall be installed with a rain sensor.

It is the sole responsibility of the landscape contractor to insure that all new plantings receive adequate water during the installation and during all plant warranty periods. Deep watering of all new trees and palms and any supplemental watering that may be required to augment natural rainfall and site irrigation is mandatory to insure proper plant development and shall be provided as a part of this contract.

All plant material shall be installed with fertilizer, which shall be State approved as a complete fertilizer containing the required minimum of trace elements in addition to N-P-K, of which 50% of the nitrogen shall be derived from an organic source as per CSI specifications.

Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation.

All ideas, designs and plans indicated or represented by this drawing are owned by and are the exclusive property of Architectural Alliance.

The plan takes precedence over the plant list.

SPECIAL INSTRUCTIONS

General site and berm grading to +/- 1 inch (1") shall be provided by the general contractor. All finished site grading and final decorative berm shaping shall be provided by the landscape contractor.

All sod areas as indicated on the planting plan shall receive Sod called for in Plant List under miscellaneous - solid sod. It shall be the responsibility of the landscape contractor to include in the bid, the repair of any sod which may be damaged from the landscape installation operations.

Structural Soil Note:
Planting beds will be provided with the approrpriate soil to support the best tree growth. soil to support the best tree growth.

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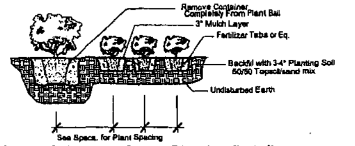
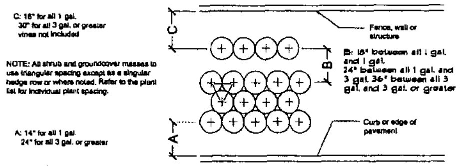


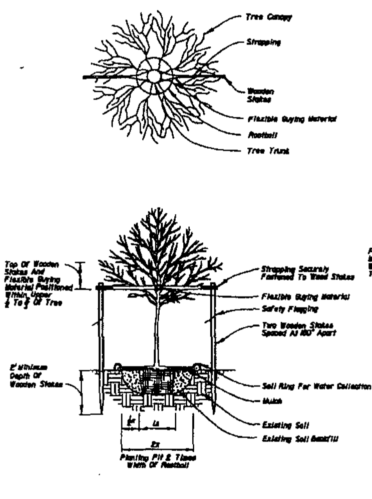
Shrub & Ground Cover Planting Detail

NTS

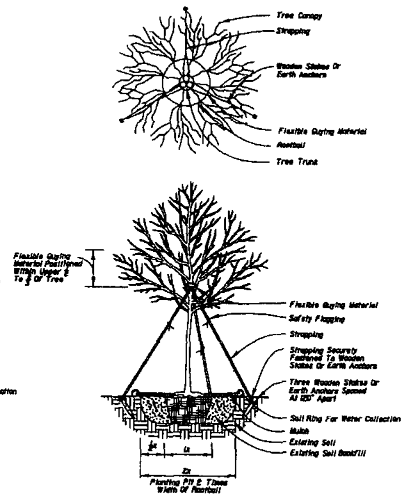


Typical Plant Spacing

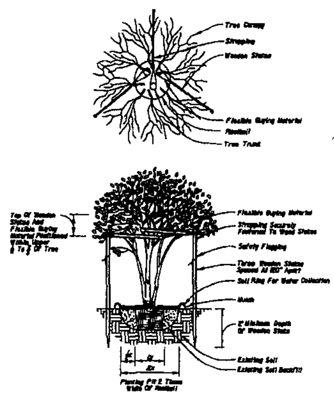
NTS



1" - 3½" Caliper Tree Planting



4" and Larger Caliper Tree Planting



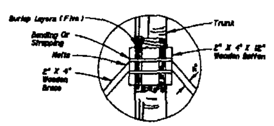
Multi-Trunk Tree Planting

IRRIGATION NOTES:

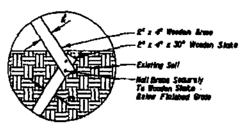
SHOULD THE IRRIGATION SYSTEMS NOT BE FUNCTIONAL FOR A PERIOD OF TIME DURING CONSTRUCTION, ENSURE THAT MEASURES ARE TAKEN TO WATER THE EXISTING PLANT MATERIAL. THIS MAY INCLUDE PORTIONS OF THE MEDIAN OUTSIDE THE RENOVATION AREA DEPENDING ON HOW THE SYSTEM IS ZONED. NOTE THAT 100% COVERAGE MUST BE ACHIEVED IN THE MEDIANS WHERE IRRIGATION MODIFICATIONS OCCUR. IN ORDER TO ENSURE THE ENTIRE IRRIGATION SYSTEM IS RESTORED TO A FULLY FUNCTIONAL CONDITION, THE CONTRACTOR AND MAINTAINING AGENCY ARE TO PERFORM A PRE-CONSTRUCTION VISUAL INSPECTION AND PERFORMANCE TEST TO DOCUMENT THE CONDITION OF THE EXISTING SYSTEM. ANY REPAIRS THAT ARE REQUIRED TO THE EXISTING SYSTEM TO REMAIN WILL BE PERFORMED BY THE MAINTAINING AGENCY PRIOR TO CONSTRUCTION. ANY EXISTING OR PROPOSED COMPONENTS THAT ARE DAMAGED DURING CONSTRUCTION OR THE WARRANTY PERIOD WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE ENTIRE SYSTEM MUST BE RESTORED TO THE SAME CONDITION IT WAS IN BEFORE THE START OF CONSTRUCTION.

CONTRACTOR SHALL PROVIDE FDOT DISTRICT OPERATIONS MANAGER WITH A SET OF 'AS-BUILT' IRRIGATION PLANS.

TURN LANE EXPANSION & CURB CUT ON STATE RD. 814 AS WELL AS ANY SIDEWALK IMPROVEMENTS ARE SUBMITTED UNDER SEPARATE ENGINEERING PERMIT #2014-H-491-312



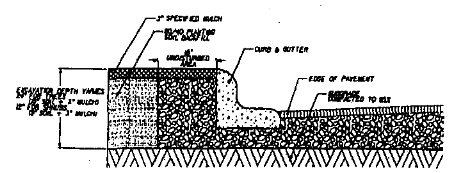
Wooden Batten Detail



NOTE: Stake Into Firm, Existing Soil.

Wooden Staking Detail

- Contractor shall preserve a continuous band of undisturbed compacted sub-base 18" from the back of curb (See Detail below).
- Contractor shall insure that all unsuitable soil including concrete, pavement, road-base, stones over 3" diameter and all construction debris, is removed from median area to be planted and replaced with specified planting soil, e.g. 60% sand and 40% muck.
  - Planting pits for trees and palms: remove compacted soil within the area of each planting pit to a depth of 24" from the top of curb.



NOTE: WHERE RELOCATIONS ARE PROPOSED IN MEDIAN, CONTRACTOR TO VERIFY THE EXISTING SOIL CONDITIONS PRIOR TO RELOCATIONS. IF THE EXISTING SUB-GRADE IS COMPACTED ROAD BASE, REPLACE WITH PLANTING SOIL AS PER DETAIL ABOVE.

TREE & PALM RELOCATION DETAIL

04/10/15

ARCHITECTURE
LANDSCAPE ARCHITECTURE
LAND PLANNING
INTERIOR DESIGN
GOVERNMENTAL PROCESSING

ARCHITECTURAL ALLIANCE

HUGH JOHNSON RLA #C0000237

04/10/15 Review Comments

Revision Dates

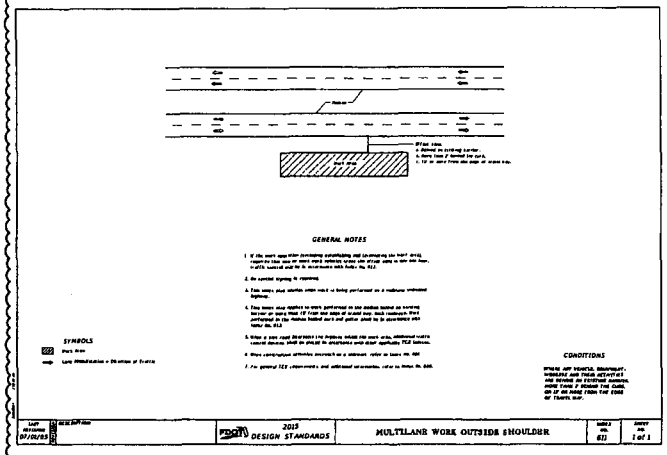
FDOT Landscape Plan Notes and Details

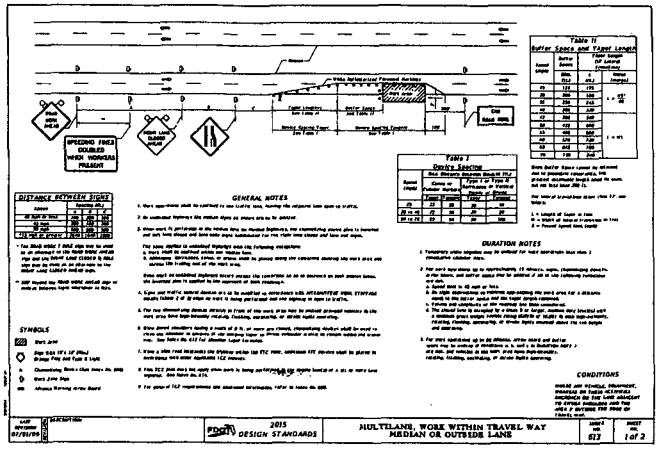
Residences at Palm Aire

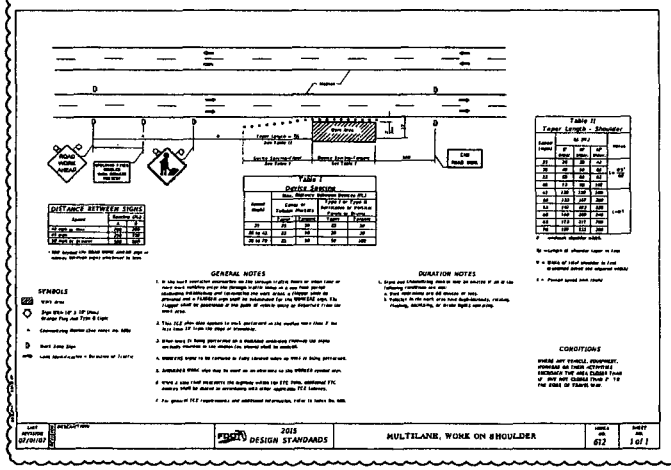
ZOM Development
Pompano Beach, Florida

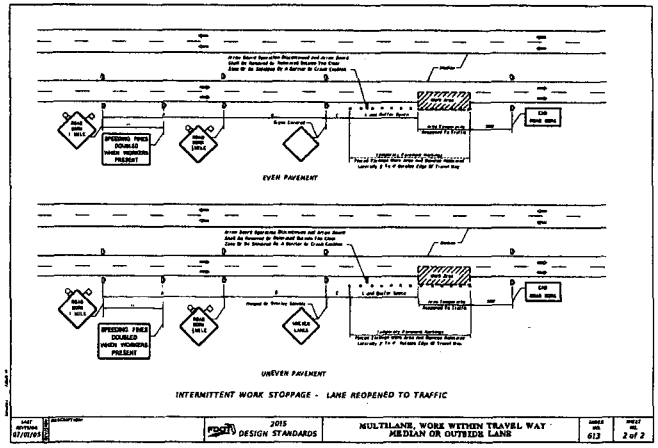
Sheet Description	FDOT Landscape Plan Notes & Details
Release Date	02-25-15
Project Number	1411A
Drawing Number	LP-4

Sheet 4 of 5









FDOT NOTES

The local media shall be contacted a week prior to any lane closures on the state road system as it will occur during peak hours or over the span of more than one day. Contact Barbara Kelleher, FDOT Public Information Office at 954-777-4090 for guidance on who to contact. Provide a copy of the press release to:

Florida Department of Transportation
Public Information Office
3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

"All materials and construction within the FDOT right-of-way shall conform to the FDOT Roadway and Traffic Design Standards (2015 Edition). Standard Specifications (2015 Edition) and the supplements thereto."

The applicant's engineer responsible for construction inspection shall insure that the maintenance of the traffic plan (MOT) for the project is in accordance with the applicable FDOT Index numbers (600 series) and these documents: The Manual on Traffic Control Devices for Streets and Highways (US Dept. of Transportation, FHWA).

The the end of each work period, any drop-off in the area adjacent to the travel way of the State Road shall be backfilled in accordance with Standard Index 600 or shall be otherwise protected with temporary barrier wall at the contractor's expense.

If the permitted work is on a roadway that has been selected as a hurricane or disaster evacuation route, the applicant, at the pre-construction conference is required to present, as part of the work plan, an emergency functional restoration plan to address eventualities such as hurricanes.

The contractor must call the appropriate county traffic engineering division, having jurisdiction over the project at least 48 hours, before any excavation within the FDOT right-of-way to determine the location of the existing traffic signal interconnect cable.

The location of the existing utilities shown is approximate only. The contractor shall determine the exact location during construction. Relocation of utilities shall be coordinated with utility companies after identification of conflict by contractor. Contractor shall notify engineer in advance before any relocation.

Before permit approval and construction of this project, the applicant must contact the Florida Dept. of Transportation Local Maintenance Office to schedule a pre-construction meeting. The telephone number is 954-776-4300 or 1-800-300-8236.

The applicant at the earliest convenient time shall notify in writing all right-of-way users affected by the construction of this project.

All MOT lane closure signes shall be covered when lanes are not closed. No lanes are to be closed except at times prescribed by the Department.

FLAGGERS MUST BE PRESENT DURING THE INGRESS AND EGRESS OF CONSTRUCTION VEHICLES TO AND FROM THE PROJECT SITE. WARNING SIGNS MUST BE ERECTED ADVISING MOTORISTS OF TRUCKS ENTERING THE HIGHWAY.

04/10/15

ARCHITECTURE
LANDSCAPE ARCHITECTURE
LAND PLANNING
INTERIOR DESIGN
GOVERNMENTAL PROCESSING
ARCHITECTURAL ALLIANCE
PETER K. CURTIS AIA/PSA, PRINCIPAL/ARCHITECT, LICENSE #AR0013 TEL: (954) 792-2888 FAX: (954) 792-2773 E-MAIL: tarchitecture@bellsouth.net

PROJECT DIVISION TRAFFIC ENGINEER
Date

Revision Dates
04/10/15 Review Comments

Residences at Palm Aire

ZOM Development
Pompano Beach, Florida

Standard FDOT Details and Notes

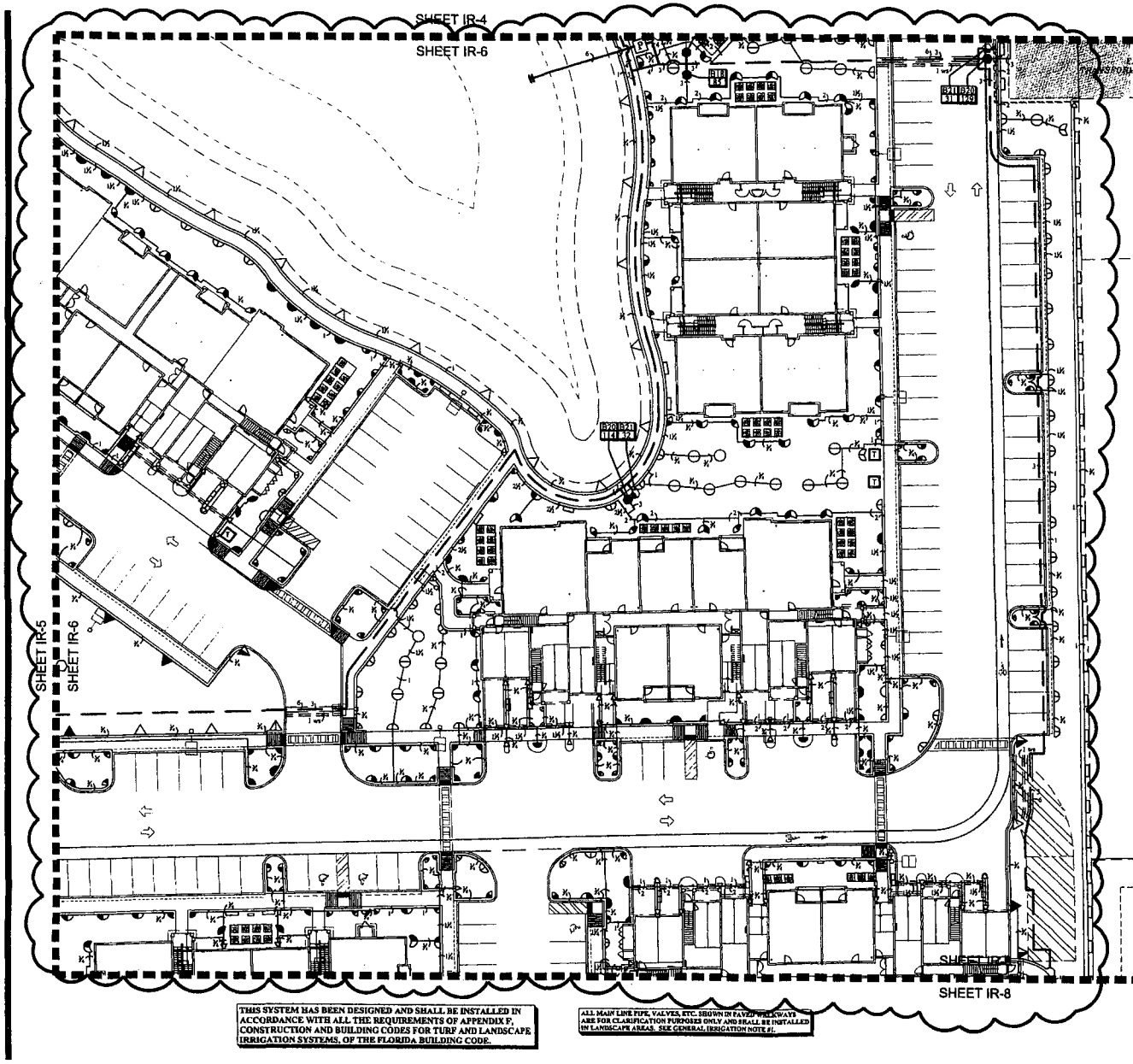
Sheet Description
Standard FDOT Details and Notes

Release Date
02-25-15

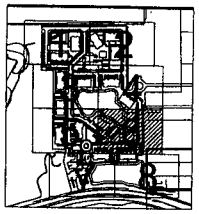
Project Number
1411A

Drawing Number
LP-5

Sheet 5 of 5



KEY PLAN



LEGEND

Symbol	Manufacturer	Part No.	Description
P	Hoover	HCP-20CSV-230/3-28-49, L,M,H,L2	Pump Station with motor controls, sprinkler controllers (2), weather sensor, ROAMXL-R remote unit*, SCH 40 PVC suction line to lake, check valve, slab, and enclosure.
Not Shown	Hunter	ACC Series	Controller - see above. (2 Req'd)
	Hunter	SOLAR-SYNC-SEN	Weather sensor - see above.
	Hunter	PGV-151	1 1/2" solenoid valve with valve box
	Hunter	PGV-201	2" solenoid valve with valve box.
		Schedule 40	PVC main line.
		SDR26 / Class160	PVC pipe
		Schedule 40	PVC sleeves
Not Shown		ID10RG OR ID1GRY	Decoder cable.

* IRRIGATION CONTRACTOR TO SUPPLY (2) ROAMXL-TR HAND HELD TRANSMITTERS TO THE OWNER/GENERAL CONTRACTOR FOR DISTRIBUTION TO THE COGNIZANT AUTHORITIES.

SPRINKLER HEAD SCHEDULE

Symbol	Toro Part No.	Type	PSI	GPM	Rad.
	570Z-4P-5-Q-PC	4" pop-up spray	30-40	.09	5'
	570Z-4P-8-Q-PC	4" pop-up spray	30-40	.22	8'
	570Z-4P-8-H-PC	4" pop-up spray	30-40	.44	8'
	570Z-4P-10-Q-PC	4" pop-up spray	30-40	.33	10'
	570Z-4P-10-T-PC	4" pop-up spray	30-40	.44	10'
	570Z-4P-10-H-PC	4" pop-up spray	30-40	.66	10'
	570Z-4P-10-TT-PC	4" pop-up spray	30-40	.89	10'
	570Z-4P-10-F-PC	4" pop-up spray	30-40	1.33	10'
	570Z-4P-12-Q-PC	4" pop-up spray	30-40	.48	12'
	570Z-4P-12-T-PC	4" pop-up spray	30-40	.64	12'
	570Z-4P-12-H-PC	4" pop-up spray	30-40	.96	12'
	570Z-4P-12-TT-PC	4" pop-up spray	30-40	1.28	12'
	570Z-4P-12-TQ-PC	4" pop-up spray	30-40	1.44	12'
	570Z-4P-12-F-PC	4" pop-up spray	30-40	1.92	12'
	570Z-4P-15-Q-PC	4" pop-up spray	30-40	.75	15'
	570Z-4P-15-T-PC	4" pop-up spray	30-40	1.00	15'
	570Z-4P-15-H-PC	4" pop-up spray	30-40	1.50	15'
	570Z-4P-15-TT-PC	4" pop-up spray	30-40	2.00	15'
	570Z-4P-15-TQ-PC	4" pop-up spray	30-40	2.30	15'
	570Z-4P-15-F-PC	4" pop-up spray	30-40	3.00	15'
	570Z-4P-4-EST-PC	4" pop-up spray	30-40	.43	4' X 15'
	570Z-4P-4-RCS-PC	4" pop-up spray	30-40	.43	4' X 15'
	570Z-4P-4-LCS-PC	4" pop-up spray	30-40	.43	4' X 15'
	570Z-4P-4-SST-PC	4" pop-up spray	30-40	.88	4' X 30'
	570Z-4P-4-CST-PC	4" pop-up spray	30-40	.86	4' X 30'
	570Z-4P-45-SST-PC	4" pop-up spray	30-40	.50	4' X 18'
	570Z-4P-FB-30-PC	Bubbler	30	1.00	-
	T5P-15	Pop-up-rotor	45	1.59	35'
	T5P-30	Pop-up-rotor	45	3.85	40'
	T5P-60	Pop-up-rotor	45	6.03	46'

ALL SPRINKLER HEADS SHOWN AS SOLID SYMBOLS MAY BE MOUNTED ON SCHEDULE 40 PVC RISERS. RISER HEIGHT TO BE DETERMINED BY PLANT MATERIAL.

THIS SYSTEM HAS BEEN DESIGNED AND SHALL BE INSTALLED IN ACCORDANCE WITH ALL THE REQUIREMENTS OF APPENDIX F, CONSTRUCTION AND BUILDING CODES FOR TURF AND LANDSCAPE IRRIGATION SYSTEMS, OF THE FLORIDA BUILDING CODE.

ALL MAIN LINE PIPE, VALVES, ETC. SHOWN IN PAVED WALKWAYS ARE FOR CLARIFICATION PURPOSES ONLY AND SHALL BE INSTALLED IN LANDSCAPE AREAS. SEE GENERAL IRRIGATION NOTE #1.

BILL LENZ
IRRIGATION DESIGN, INC.
051034
9513 N.W. Flail Street
Sunrise, Florida 33351
(954) 743-5135
Email: bill@billlenz.net

SCALE: 1"=20'-0"

ARCHITECTURE
LANDSCAPE ARCHITECTURE
LAND PLANNING
URBAN DESIGN
GOVERNMENTAL PROCESSING
ARCHITECTURAL ALLIANCE
Michael Ginsberg, AIA, President
Florida Registered Architect #0009777
Richard Schwartz, President
Florida Registered Landscape Architect #0000667
TEL: (954) 763-8660 FAX: (954) 763-0273 E-MAIL: Schwartz@ginsberg.net

HEARING DESCRIPTION
PLA-2014-00001
12/15
Staff

Date	Description
08/25/14	ISSUED FOR PERMIT
09/09/14	ISSUED FOR PERMIT
10/10/14	ISSUED FOR PERMIT
12/15/14	ISSUED FOR PLANNING BOARD

Revision Dates

Irrigation Plan

Palm Aire Apartments

ZOM Development
Pompano Beach, Florida

Sheet Description: Irrigation Plan

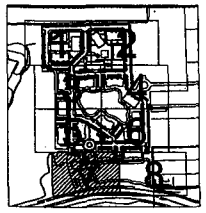
Release Date: 08-25-14

Project Number: 1411A

Drawing Number: IR-6

Sheet 6 of 13

KEY PLAN



LEGEND

Symbol	Manufacturer	Part No.	Description
P	Hoover	HCP-3BCIV-3360-18-99, L,M,X,Z	Pump Station with motor controls, sprinkler connection (2), weather sensor, ROAMOL-R reciever unit*, SCH 40 PVC suction line to tube, check valve, slab, and enclosure.
			Controller - see above. (2 Rain[x])
Not Shown	Hunter	ACC Series	
	Hunter	SOLAR-SYNC-SEN	Weather sensor - see above.
	Hunter	PGV-151	1 1/2" solenoid valve with valve box.
	Hunter	PGV-201	2" solenoid valve with valve box.
		Schedule 40	PVC main line.
		SDR 26 / Class160	PVC pipe
		Schedule 40	PVC sleeves
Not Shown		ID1ORO OR ID1GRY	Decoder cable.

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SPRINKLER HEAD SCHEDULE

Symbol	Turp Part No.	Type	PSI	GPM	Rad.
	570Z-4P-5-Q-PC	4" pop-up spray	30-40	.09	5'
	570Z-4P-8-Q-PC	4" pop-up spray	30-40	.32	8'
	570Z-4P-8-H-PC	4" pop-up spray	30-40	.64	8'
	570Z-4P-10-Q-PC	4" pop-up spray	30-40	.33	10'
	570Z-4P-10-T-PC	4" pop-up spray	30-40	.64	10'
	570Z-4P-10-H-PC	4" pop-up spray	30-40	.66	10'
	570Z-4P-10-TT-PC	4" pop-up spray	30-40	.89	10'
	570Z-4P-10-F-PC	4" pop-up spray	30-40	1.33	10'
	570Z-4P-12-Q-PC	4" pop-up spray	30-40	.48	12'
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	570Z-4P-15-Q-PC	4" pop-up spray	30-40	.71	15'
	570Z-4P-15-T-PC	4" pop-up spray	30-40	1.00	15'
	570Z-4P-15-H-PC	4" pop-up spray	30-40	1.50	15'
	570Z-4P-15-TT-PC	4" pop-up spray	30-40	2.00	15'
	570Z-4P-15-TQ-PC	4" pop-up spray	30-40	2.50	15'
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	570Z-4P-4-EST-PC	4" pop-up spray	30-40	.43	4' X 15'
	570Z-4P-4-RCS-PC	4" pop-up spray	30-40	.43	4' X 15'
	570Z-4P-4-LCS-PC	4" pop-up spray	30-40	.43	4' X 15'
	570Z-4P-4-SST-PC	4" pop-up spray	30-40	.88	4' X 30'
	570Z-4P-4-CST-PC	4" pop-up spray	30-40	.86	4' X 30'
	570Z-4P-4S-SST-PC	4" pop-up spray	30-40	.50	4' X 18'
	570Z-4P-FB-10-PC	Bubbler	20	1.00	-
	T5P-15	Pop-up-rotor	45	1.59	35'
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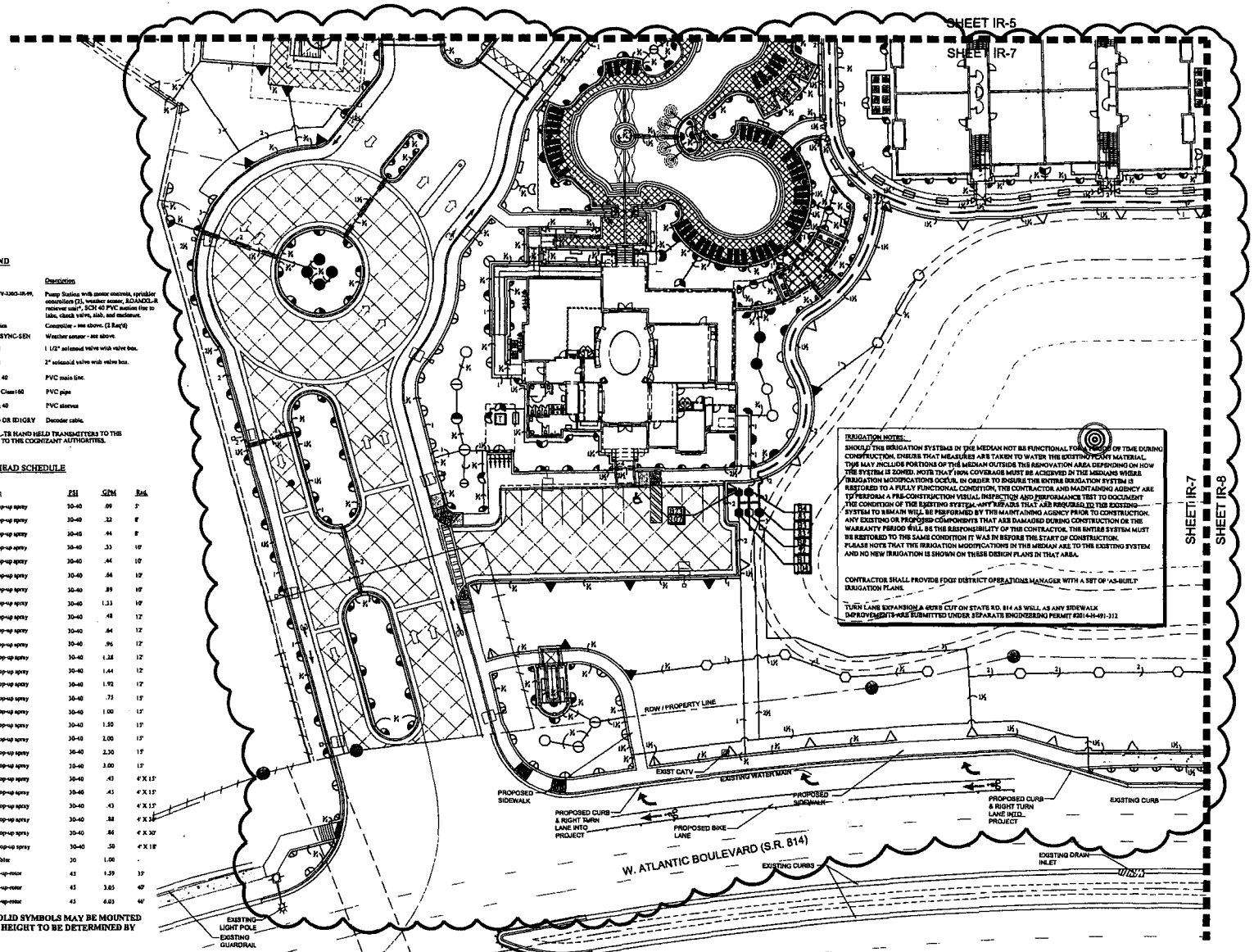

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BILL LENZ IRRIGATION DESIGN, INC.
9933 St.W. 32nd Street
Superior, Florida 33331
(813) 743-3752
Email: bill@billlenzirr.net

SCALE: 1"=20'-0"

ARCHITECTURAL ALLIANCE
ARCHITECTURE
LANDSCAPE ARCHITECTURE
LAND PLANNING
INTERIOR DESIGN
GOVERNMENTAL PROCESSING
TEL: (561) 734-2400 FAX: (561) 734-2411

HUGH JOHNSON PLAN PROJECT

Date Description
Revision Dates

Irrigation Plan

Palm Aire Apartments

ZOM Development
Pompano Beach, Florida

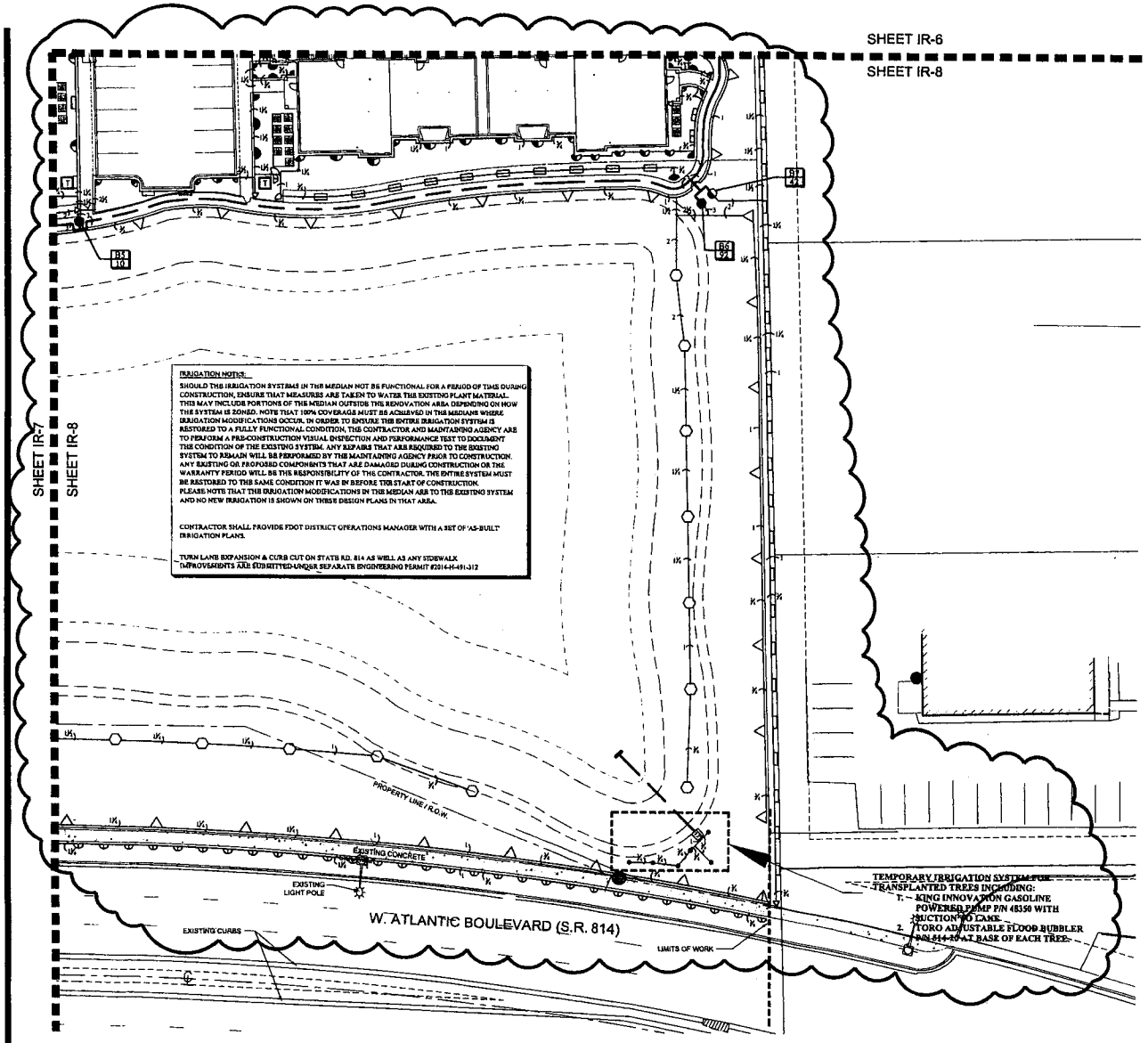
Sheet Description: Irrigation Plan

Release Date: 05-25-14

Project Number: 1411A

Drawing Number: IR-7

Sheet 7 of 13



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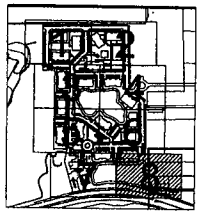
KEY PLAN



LEGEND

Symbol	Manufacturer	Part No.	Description
P	Hoover	HCP-30CSV-230/3-28-99, L,M,R,LL	Pump Station with motor controls, sprinkler controllers (2), weather sensor, ROAMXL-R receiver unit*, SCH 40 PVC suction line to lake, check valve, sleeves, and enclosure.
Not Shown	Hunter	ACC Series	Controller - see above. (2 Req'd)
●	Hunter	SOLAR-SYNC-SEN	Weather sensor - see above.
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— —		Schedule 40	PVC main line.
—		SDR26 / Class160	PVC pipe
= =		Schedule 40	PVC sleeves
Not Shown		ID10RG OR ID12RY	Decoder cable.

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SPRINKLER HEAD SCHEDULE

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b	570Z-4P-8-Q-PC	4" pop-up spray	30-40	.22	8'
c	570Z-4P-8-H-PC	4" pop-up spray	30-40	.44	8'
d	570Z-4P-10-Q-PC	4" pop-up spray	30-40	.33	10'
e	570Z-4P-10-T-PC	4" pop-up spray	30-40	.44	10'
f	570Z-4P-10-H-PC	4" pop-up spray	30-40	.66	10'
g	570Z-4P-10-TT-PC	4" pop-up spray	30-40	.89	10'
h	570Z-4P-10-F-PC	4" pop-up spray	30-40	1.33	10'
i	570Z-4P-12-Q-PC	4" pop-up spray	30-40	.48	12'
j	570Z-4P-12-T-PC	4" pop-up spray	30-40	.64	12'
k	570Z-4P-12-H-PC	4" pop-up spray	30-40	.96	12'
l	570Z-4P-12-TT-PC	4" pop-up spray	30-40	1.28	12'
m	570Z-4P-12-TQ-PC	4" pop-up spray	30-40	1.44	12'
n	570Z-4P-12-F-PC	4" pop-up spray	30-40	1.92	12'
o	570Z-4P-15-Q-PC	4" pop-up spray	30-40	.75	15'
p	570Z-4P-15-T-PC	4" pop-up spray	30-40	1.00	15'
q	570Z-4P-15-H-PC	4" pop-up spray	30-40	1.50	15'
r	570Z-4P-15-TT-PC	4" pop-up spray	30-40	2.00	15'
s	570Z-4P-15-TQ-PC	4" pop-up spray	30-40	2.30	15'
t	570Z-4P-15-F-PC	4" pop-up spray	30-40	3.00	15'
u	570Z-4P-4-EST-PC	4" pop-up spray	30-40	.43	4' X 15'
v	570Z-4P-4-RCS-PC	4" pop-up spray	30-40	.43	4' X 15'
w	570Z-4P-4-LCS-PC	4" pop-up spray	30-40	.43	4' X 15'
x	570Z-4P-4-SST-PC	4" pop-up spray	30-40	.88	4' X 30'
y	570Z-4P-4-CST-PC	4" pop-up spray	30-40	.86	4' X 30'
z	570Z-4P-4S-SST-PC	4" pop-up spray	30-40	.50	4' X 18'
•	570Z-4P-FB-30-PC	Bubbler	30	1.00	-
△	T5P-15	Pop-up-rotor	45	1.59	35'
△	T5P-30	Pop-up-rotor	45	3.05	40'
○	T5P-60	Pop-up-rotor	45	6.05	46'

ALL SPRINKLER HEADS SHOWN AS SOLID SYMBOLS MAY BE MOUNTED ON SCHEDULE 40 PVC RISERS. RISER HEIGHT TO BE DETERMINED BY PLANT MATERIAL

BILL LENZ 051034
IRRIGATION DESIGN, INC.
9972 N.W. 32nd Street
Sunrise, Florida 33351
(954) 742-3315
Email: bill@billlenz.net

SCALE: 1"=20'-0"

ARCHITECTURE
LANDSCAPE ARCHITECTURE
LAND PLANNING
INTERIOR DESIGN
ENVIRONMENTAL ENGINEERING
ARCHITECTURAL ALLIANCE
2151 N. NORTH HIGHWAY, POMPANO BEACH, FLORIDA 33062
TEL: (954) 782-8400 FAX: (954) 782-8270 E-MAIL: WWW.ARCHITECTURALALLIANCE.NET

PLANS APPROVED
Staff

Date	Description
06-25-14	Issued for permit.
06-25-14	Revised per comments.
06-25-14	Revised per comments.

Revision Dates

Irrigation Plan

Palm Aire Apartments

ZOM Development
Pompano Beach, Florida

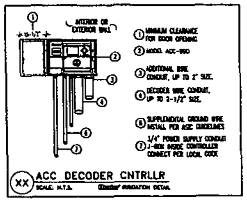
Sheet Description: Irrigation Plan

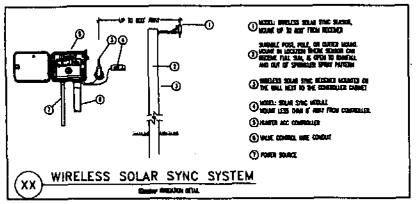
Release Date: 06-25-14

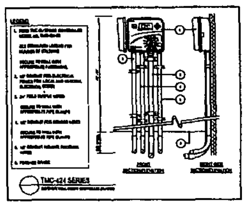
Project Number: 1411A

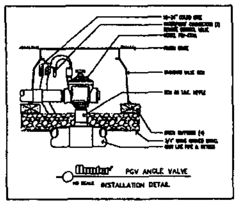
Drawing Number: IR-8

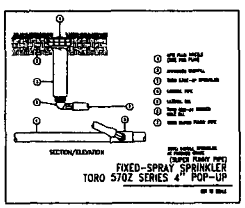
Sheet 8 of 13

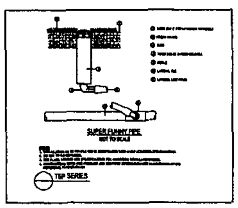


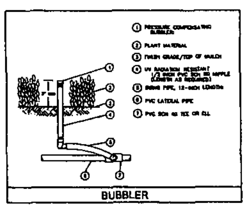


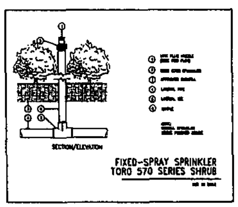












SPRINKLER HEAD SCHEDULE

Symbol	Toro Part No.	Type	PSI	GPM	Rad.
	570Z-4P-5-Q-PC	4" pop-up spray	30-40	.09	5'
	570Z-4P-8-Q-PC	4" pop-up spray	30-40	.22	8'
	570Z-4P-8-H-PC	4" pop-up spray	30-40	.44	8'
	570Z-4P-10-Q-PC	4" pop-up spray	30-40	.33	10'
	570Z-4P-10-T-PC	4" pop-up spray	30-40	.44	10'
	570Z-4P-10-H-PC	4" pop-up spray	30-40	.66	10'
	570Z-4P-10-TT-PC	4" pop-up spray	30-40	.89	10'
	570Z-4P-10-F-PC	4" pop-up spray	30-40	1.33	10'
	570Z-4P-12-Q-PC	4" pop-up spray	30-40	.48	12'
	570Z-4P-12-T-PC	4" pop-up spray	30-40	.64	12'
	570Z-4P-12-H-PC	4" pop-up spray	30-40	.96	12'
	570Z-4P-12-TT-PC	4" pop-up spray	30-40	1.28	12'
	570Z-4P-12-TQ-PC	4" pop-up spray	30-40	1.44	12'
	570Z-4P-12-F-PC	4" pop-up spray	30-40	1.92	12'
	570Z-4P-15-Q-PC	4" pop-up spray	30-40	.75	15'
	570Z-4P-15-T-PC	4" pop-up spray	30-40	1.00	15'
	570Z-4P-15-H-PC	4" pop-up spray	30-40	1.50	15'
	570Z-4P-15-TT-PC	4" pop-up spray	30-40	2.00	15'
	570Z-4P-15-TQ-PC	4" pop-up spray	30-40	2.30	15'
	570Z-4P-15-F-PC	4" pop-up spray	30-40	3.00	15'
	570Z-4P-4-EST-PC	4" pop-up spray	30-40	.43	4'X 15'
	570Z-4P-4-RCS-PC	4" pop-up spray	30-40	.43	4'X 15'
	570Z-4P-4-LCS-PC	4" pop-up spray	30-40	.43	4'X 15'
	570Z-4P-4-SST-PC	4" pop-up spray	30-40	.88	4'X 30'
	570Z-4P-4-CST-PC	4" pop-up spray	30-40	.86	4'X 30'
	570Z-4P-4S-SST-PC	4" pop-up spray	30-40	.50	4'X 18'
	570Z-4P-FB-50-PC	Bubbler	30	1.00	-
	T5P-13	Pop-up-rotor	45	1.59	35'
	T5P-30	Pop-up-rotor	45	3.05	47'
	T5P-40	Pop-up-rotor	45	4.05	40'

ALL SPRINKLER HEADS SHOWN AS SOLID SYMBOLS MAY BE MOUNTED ON SCHEDULE 40 PVC RISERS. RISER HEIGHT TO BE DETERMINED BY PLANT MATERIAL

SPRINKLER ZONE SUMMARY
CONTROLLER "A"

Zone No.	Head Type	GPM	Valve Size	Min/Wk	Gal/Wk*
1	Spray	137	2"	40	5480
2	Rotor	47	1 1/2"	125	5875
3	Bubbler	72	2"	210	15120
4	Spray	71	2"	40	2840
5	Spray	87	2"	40	3480
6	Spray	96	2"	40	3840
7	Spray	90	2"	40	3600
8	Rotor	35	1 1/2"	125	4375
9	Spray	85	2"	40	3400
10	Spray	115	2"	40	4600
11	Spray	125	2"	40	5000
12	Spray	117	2"	40	4680
13	Bubbler	76	2"	210	15960
14	Spray	93	2"	40	3720
15	Spray	96	2"	40	3840
16	Spray	90	2"	40	3600
17	Spray	109	2"	40	4360
18	Spray	88	2"	40	3200
19	Spray	122	2"	40	4880
20	Spray	106	2"	40	4240
21	Bubbler	27	1 1/2"	210	5670
21	Bubbler	43	1 1/2"	210	9030
				Total Gal/Wk:	120,790

* Totals shown are for sprinkler heads to apply 1" of water per week and bubblers to apply 30 gal. of water per day per tree.

Total head count: 2872 Sprays
128 Rotors
421 Bubblers

CONTROLLER "B"

Zone No.	Head Type	GPM	Valve Size	Min/Wk	Gal/Wk*
1	Rotor	104	2"	125	13000
2	Spray	52	1 1/2"	40	2080
3	Rotor	83	2"	125	10375
4	Spray	83	2"	40	3320
5	Spray	132	2"	40	5280
6	Rotor	92	2"	125	11500
7	Spray	42	2"	40	1680
8	Rotor	86	2"	125	10750
9	Spray	94	2"	40	3760
10	Spray	80	2"	40	3200
11	Spray	81	2"	40	3240
12	Spray	99	2"	40	3960
13	Rotor	68	2"	125	8500
14	Spray	104	2"	40	4160
15	Rotor	68	2"	125	8500
16	Spray	99	2"	40	3960
17	Spray	94	2"	40	3760
18	Spray	85	2"	40	3400
19	Spray	129	2"	40	5160
20	Spray	114	2"	40	4560
21	Bubbler	31	1 1/2"	210	6510
22	Bubbler	36	1 1/2"	210	7560
22	Bubbler	32	1 1/2"	210	6720
23	Bubbler	107	2"	210	22470
				Total Gal/Wk:	157,405

Combined Total Gal/Wk for both controllers : 278,195.

ZONE NUMBERS SHOWN ARE FOR REFERENCE PURPOSES ONLY. CONTROLLER MAY BE PROGRAMMED TO SUIT EXISTING CONDITIONS WITHIN EACH CONTROL AREA.

LIKE NUMBERED ZONES SHALL BE RUN SIMULTANEOUSLY.

ZONES A1 - A21 SHALL BE CONNECTED TO THE "A" CONTROLLER WITH GRAY DECODER CABLE.

ZONES A1 - A21 SHALL BE CONNECTED TO THE "B" CONTROLLER WITH ORANGE DECODER CABLE.

GENERAL IRRIGATION NOTES

1. This design is diagrammatic. All piping, valves, etc., shown within paved areas or outside property lines is for design clarification only and shall be installed in landscaped areas within the property boundaries where possible. No irrigation equipment may be installed outside property lines unless otherwise directed.

2. This system has been designed to conform with the requirements of the applicable codes. Should any conflict exist, the requirements of the codes shall prevail.

3. All sprinkler equipment not otherwise detailed or specified shall be installed as per the manufacturer's recommendations and specifications.

4. Pipe sizes shall conform to those shown on the drawings. No substitutions of smaller pipe sizes shall be permitted, but substitutions of the larger sizes may be approved. All damaged and rejected pipe shall be removed from the site at the time of said rejection.

5. It is the responsibility of the Irrigation Contractor to familiarize himself with all grade differences, location of walls, retaining walls, structures and utilities. The Irrigation Contractor shall repair or replace all items damaged by his work. He shall coordinate his work with other contractors for the location and installation of pipe sleeves and laterals through walls, under roadways and paving, etc. The Irrigation Contractor shall also familiarize himself with the landscape plan and coordinate the installation with the Landscape Contractor.

6. Do not willfully install the sprinkler system as shown on the drawings when it is obvious in the field that unknown obstructions, grade differences or differences in the area dimensions exist that might not have been considered in the engineering. Such obstructions or differences should be brought to the attention of the owner's authorized representative. In the event this notification is not performed, the Irrigation Contractor shall assume full responsibility for any changes necessary.

7. The Irrigation Contractor shall flush and adjust all sprinkler heads and valves for optimum coverage with no overspray on to walks, streets, walls, etc. To eliminate overspray, low angle and variable arc nozzles may be substituted for standard spray nozzles.

8. All pipe and wire installed beneath paving shall be sleeved in Schedule 40 PVC pipe.

9. All threaded PVC joints shall be made using Schedule 80 PVC nipple stubs and solvent weld couplings. No threaded adapters will be allowed. All other PVC joints shall be of the same type as the specified pipe, i.e., 'O' ring or solvent weld.

10. All above ground piping shall be schedule 40PVC, unless other wise specified.

11. All sprinkler heads with flow rates of 7 GPM or less shall be mounted on flex type swing joints. Flex type pipe shall be used for swing joints only and not lateral lines. All sprinkler heads with flow rates greater than 7 GPM shall be mounted on PVC swing joints of the same size as the sprinkler head inlet.

12. All sprinkler heads shown as solid symbols may be mounted on schedule 40 PVC risers. Unless otherwise specified shrub type heads may be substituted for 4" (or less) pop-up heads. Riser height to be determined by plant material. Riser extenders may be used on pop-up heads. All shrub risers shall be Schedule 40 PVC and painted flat or satin black. Risers shall be supported with rebar or angle iron secured by stainless steel clamps. All sprinkler heads shown on risers adjacent to public thoroughfares shall be installed 12" (min) from edge of pavement.

13. This system has been designed to provide a 100% coverage with 100% overlap. All water used for irrigation shall be rust free. If a chemical injection system is used in a well water system, the well shall be protected in accordance with Florida state law.

LEGEND

Symbol	Manufacturer	Part No.	Description
P	Hoover	HCF-20CSV-230/3-2E-99, LM,R2,Z	Pump Station with motor controls, sprinkler controllers (2), weather sensor, ROAM-XL-R reciever unit*, SCH 40 PVC suction line to lake, check valve, slab, and enclosure.
Not Shown	Hunter	ACC Series	Controller - see above. (2 Req'd)
● (small)	Hunter	SOLAR-SYNC-SEN	Weather sensor - see above.
◐	Hunter	PGV-151	1 1/2" solenoid valve with valve box.
●	Hunter	PGV-201	2" solenoid valve with valve box.
— —		Schedule 40	PVC main line.
—		SDR26 / Class160	PVC pipe
==		Schedule 40	PVC sleeves
Not Shown		ID1ORG OR ID1GRY	Decoder cable.

* IRRIGATION CONTRACTOR TO SUPPLY (2) ROAMXL-TR HAND HELD TRANSMITTERS TO THE OWNER/GENERAL CONTRACTOR FOR DISTRIBUTION TO THE COGNIZANT AUTHORITIES.

THIS SYSTEM HAS BEEN DESIGNED AND SHALL BE INSTALLED IN ACCORDANCE WITH ALL THE REQUIREMENTS OF APPENDIX F, CONSTRUCTION AND BUILDING CODES FOR TURF AND LANDSCAPE IRRIGATION SYSTEMS, OF THE FLORIDA BUILDING CODE.

IRRIGATION NOTES:

SHOULD THE IRRIGATION SYSTEMS IN THE MEDIAN NOT BE FUNCTIONAL FOR A PERIOD OF TIME DURING CONSTRUCTION, ENSURE THAT MEASURES ARE TAKEN TO WATER THE EXISTING PLANT MATERIAL. THIS MAY INCLUDE PORTIONS OF THE MEDIAN OUTSIDE THE RENOVATION AREA DEPENDING ON HOW THE SYSTEM IS ZONED. NOTE THAT 100% COVERAGE MUST BE ACHIEVED IN THE MEDIANS WHERE IRRIGATION MODIFICATIONS OCCUR. IN ORDER TO ENSURE THE ENTIRE IRRIGATION SYSTEM IS RESTORED TO A FULLY FUNCTIONAL CONDITION, THE CONTRACTOR AND MAINTAINING AGENCY ARE TO PERFORM A PRE-CONSTRUCTION VISUAL INSPECTION AND PERFORMANCE TEST TO DOCUMENT THE CONDITION OF THE EXISTING SYSTEM. ANY REPAIRS THAT ARE REQUIRED TO THE EXISTING SYSTEM TO REMAIN WILL BE PERFORMED BY THE MAINTAINING AGENCY PRIOR TO CONSTRUCTION. ANY EXISTING OR PROPOSED COMPONENTS THAT ARE DAMAGED DURING CONSTRUCTION OR THE WARRANTY PERIOD WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE ENTIRE SYSTEM MUST BE RESTORED TO THE SAME CONDITION IT WAS IN BEFORE THE START OF CONSTRUCTION. PLEASE NOTE THAT THE IRRIGATION MODIFICATIONS IN THE MEDIAN ARE TO THE EXISTING SYSTEM AND NO NEW IRRIGATION IS SHOWN ON THESE DESIGN PLANS IN THAT AREA.

CONTRACTOR SHALL PROVIDE FDOT DISTRICT OPERATIONS MANAGER WITH A SET OF 'AS-BUILT' IRRIGATION PLANS.

TURN LANE EXPANSION & CURB CUT ON STATE RD. 814 AS WELL AS ANY SIDEWALK IMPROVEMENTS ARE SUBMITTED UNDER SEPARATE ENGINEERING PERMIT #2014-H-491-312

BILL LENZ
IRRIGATION DESIGN, INC.
051034

ARCHITECTURE
LANDSCAPE ARCHITECTURE
LAND PLANNING
INTERIOR DESIGN
GOVERNMENTAL PROCESSING
ARCHITECTURAL ALLIANCE
612 S.W. FOURTH AVENUE, FORT LAUDERDALE, FLORIDA 33315

HUGH JOHNSON
RLA
Seal

Date Description

Revision Dates

Irrigation Details Sheet

Palm Aire Apartments

ZOM Development
Pompano Beach, Florida

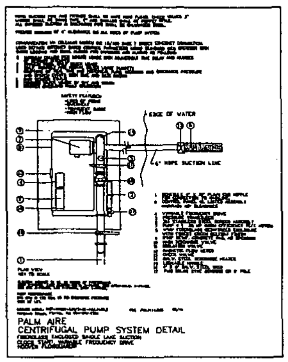
Sheet Description: Detail Sheet

Release Date: 08-25-14

Project Number: 1411A

Drawing Number: IR-9

Sheet 9 of 13



PALM AIRE

SPECIFICATIONS

SINGLE CENTRIFUGAL PUMP SYSTEM
FIBERGLASS ENCLOSED CLOCK START VFD

PURPOSE:
To provide a complete prefabricated variable frequency drive skid mounted fiberglass enclosed clock start centrifugal pump system from a sole source company, herein after referred to as the "manufacturer", whose primary business is the manufacture of prefabricated pump systems. The manufacturer will manufacture, flow test, install and warrant the system to meet all specified operating requirements described below and in the system detail. The system shall be a Model HCF-20CSV-230/3-2E-99,L,M,R2,Z as manufactured by Hoover Pumping Systems of Pompano Beach, Florida USA 954-971-7350 specified below and shown on the plan details. This specification describes the general components and minimal operating requirements and shall not be construed as a manufacturing guide or complete list of required system components and appurtenances.

The contractor shall submit seven (7) complete copies of the shop drawings to the designer for approval, prior to system order placement. The submittal shall contain cut sheets for all system components. To be considered an equal, the contractor must submit the following 12 days prior to bid opening: manufacturer brochure showing prefabricated pump systems manufacturing is the primary business of the manufacturer or division proposed to manufacture the system, written specifications, dimensioned layout detail, electrical schematic, product sheets for all main components, Underwriters Laboratory electrical control panel and "Packaged Pumping System" manufacturer's file numbers, list of 6 projects with similar operating systems with current name and phone number of person responsible for system operation, manufacturer's insurance certificate for general liability showing minimum coverage of $1 million, and written certification from the manufacturer stating the proposed system meets all requirements described in this specification, the detail and the bid documents.

If the data submitted is determined to be an equal by the designer the bidder will be notified prior to the bid date.

MOUNTING ASSEMBLY:
The pump station shall be mounted on a prefabricated aluminum or hot dipped galvanized skid. Pedestals shall be provided to mount the pump motor and control panel assemblies. The entire station shall be installed on a reinforced concrete slab sized as noted on the system detail.

PUMP AND MOTOR:
The pump shall be a single-stage end-suction centrifugal type, with the liquid end mounted directly to the motor enclosure to allow rear pull out of the entire motor. A pressure sensor for loss of prime protection shall be mounted into the pump volute.

The system will be designed for operation at 3,450 RPM. The pump driving motor shall be of the squirrel cage induction type. The motor shall be suitable for full voltage starting at 60 Hz. The motor enclosure shall be open drip proof.

The main motor shall be rated at 20 HP at 60 Hz. Motor will not exceed 10HP when only single phase electric service is available.

PUMP STATION PERFORMANCE:
The required pump performance with a maximum of 12 ft. of suction lift is as follows:
a) discharge pressure of 65 psi b) maximum required flow of 250 GPM, and c) minimum required flow of 35 GPM.

IRRIGATION PUMP CONTROL PANEL:
The control panel assembly shall be Underwriters Laboratories listed in accordance with section 508A for "enclosed industrial control panels." All control devices and electronic auto-sensory circuitry shall be housed in a self-contained weather-resistant NEMA 4 control cabinet. The control panel shall be identified with a permanent label approved by Underwriters Laboratories Inc. containing the word "LISTED", the name and / or symbol of Underwriters Laboratories Inc., a control number and the product name "Enclosed Industrial Control Panel". An electrical schematic shall be permanently mounted inside the cabinet. The control cabinet shall contain the following protection and control equipment:

Operation
This station operates as a Variable Frequency Drive (VFD) clock start, retirement system. The station automatically maintains a constant discharge pressure from a pressure transducer input regardless of varying flow demands within the station operating range. The system is equipped with a 'Hand-Off-Auto' (H-O-A) selector switch, and a 'Reset-Normal-Override' selector switch. The self-diagnostic control panel assembly includes an 'Alarm' indicator light, and an operator interface for display of status and diagnostic messages, event lists, and operation history. The operator interface also allows for viewing of system setup parameters.

Hoover-Flow Software features include flow control of pump starts, sequencing and retirement; automatic pump alternation; Loss of Prime/No-flow protection, High Pressure protection, Pump Overheat protection; diagnostic information, flow and pressure history, service counters, elapsed run time meters, date and time stamping; Phase Loss protection, Phase Unbalance protection, Voltage monitoring and protection, operating mode meters, Service required alerts; Remote Communication Link Interface; Hoover Drive control; emergency bypass operation, cooling system control, self-cleaning intake screen control; Booster bypass control; fail-safe data protection.

Clock Start
The pump starts when the irrigation controller (clock) begins a watering sequence.

Clock Retirement
The pump shuts off when the clock completes a watering sequence.

Loss of Prime Protection
If the system pressure remains below the start pressure, and there is no flow of water through the system during pump operation for 45 seconds, the pump will shut off and the 'Loss of Prime' light will turn on. The system will remain off until 'Reset'.

Thermal Protection
If the temperature at the pump volute exceeds 43C after at least 3 minutes of pump operation, the pump will shut off, and the 'Pump Overheat' light will turn on. The system will remain off until 'Reset'.

Drive Fault
In case of a drive fault, including under or over voltage, over current, heatsink thermal, and ground fault, the affected pump will shut off, the 'Alarm' light will illuminate, and the operator interface will display 'Drive Fault'. The pump will remain off until the system is 'Reset'.

Hand - Off - Auto Switch
The pump is equipped with an H-O-A selector switch that operates as follows:

Position	Function
Hand -	Manual pump start. This position overrides all protective features and start controls.
Off-	Pump will not run.
Auto-	Pump will start automatically. In this position, all start controls and protective features are active.

Operator Interface
A NEMA 4X HMI (Human Machine Interface) shall be provided with status display and control of operating mode, I/O status, system pressure, system flow, pressure and flow setpoints, elapsed run times, fault timer values and presets, display brightness, clock time, alarm and event logs with date and time stamps, and diagnostic information including counters and alarm indicators.

Protection Equipment
- Front operated main power disconnect
- Motor fuses for motor and drive short circuit and ground fault protection
- Full voltage class 10 IEC motor starters for emergency bypass operation
- Metal oxide varistors (MOV) for transient voltage suppression per phase
- Fused control circuitry with blown fuse lighted indicator for each circuit

Specification
Electric service to be, in order of preference:
480V 3-Phase (A, B, C, Ground)
230V Closed-Delta 3-Phase (A, B, C, Neutral, Ground)
208V Wye 3-Phase (A, B, C, Neutral, Ground)
230V 1-Phase (A, B, Neutral, Ground)
208V 1-Phase (A, B, Neutral, Ground)
230V Open-Delta 3-Phase (A, B, C, Neutral, Ground).
Selection of 230V Open-Delta 3-Phase may require an increase in electrical equipment size to meet desired performance criteria.

PENETRATION STANDARD REQUIREMENTS:
All control panel penetrations shall be performed by a licensed electrician to minimum NEMA 4X requirements, and compliant with International Electrotechnical Commissions (IEC) IP56 rating under its IP code, to protect against duct ingression and against any harmful effects from water projected in powerful jets from any direction and protection against corrosion.

VARIABLE FREQUENCY DRIVES (VFD):
Variable Frequency Drive with the following characteristics shall be provided for the pump motor: 32-bit microprocessor controlled Pulse Width Modulated output, IGBT transistors, line reactors, built-in adjustable PID control, and acceleration ramp up and down, single pump VFD systems 25 hp or less NEMA 4 VFD with forced-air cooling. All other VFD system cooling is by industrial air conditioner. Variable torque control, 32 character alphanumeric English full text parameter display, single function keys, block parameter access, dual analog outputs, automatic and manual reset, opto-isolated outputs, log of last 30 events retained in memory.

MAGNETIC FLOW METER:
A full-bore magnetic flow sensor shall be provided to control pump retirement and allow display of flow rate and total flow. The flow sensor shall have the following characteristics: no moving parts, unobstructed bore (no pressure loss), NEMA 6/IP 67 protection, international standard traceable calibration, stainless steel 1.4301 flow tube, 316 stainless steel electrodes, overall system accuracy for flows 1.5 fps of better than +/- 0.5% of actual rate, and for flows <1.5 fps of better than +/- 0.32/v(fps) % of actual rate.

PRESSURE TRANSMITTER:
A 4-20mA-pressure transmitter shall provide a feedback signal to drive PID loops and for system pressure control. The transmitter shall be CE & UL recognized and built with an all stainless steel housing and pressure port, rated to NEMA 4, and able to withstand shock and vibration levels to MIL-STD-810E.

DISCHARGE PIPE MANIFOLD:
The pipe discharge manifold shall be constructed of galvanized steel pipe with galvanized roll groove fittings. A wafer type butterfly valve will be provided on headers 3" or greater and bronze ballvalve on smaller headers at the pump station discharge. A hydropneumatic pressure tank with isolation valve will be installed on the pump system skid inside the enclosure connected to the discharge header.

SUCTION LINE:
The minimum size suction line shall be 3" diameter or larger as required for a maximum of 5 feet per second velocity flow. If a reducing fitting is required at the pump suction, an eccentric reducer shall be installed. Any above ground pipe at the pump system exposed to sunlight shall be schedule 40 galvanized steel with galvanized roll groove fittings. Suction pipe and fittings shall be HDPE DR17 heat fused.

Lake Source: Suction screen assembly shall be 316 stainless steel 10 mesh, supported 18" off the lake/canal bottom with a cast iron roll groove swing check valve and have a minimum of 4' water cover. The suction pipe from the screen assembly to the pump station shall be high density polyethylene HDPE piping.

DISCHARGE LINE:
The discharge pipe shall be schedule 40 galvanized steel with galvanized roll groove fittings terminating with a 30" length schedule 40 PVC nipple with chamfered end for tie-in to the irrigation main. The steel 90 fitting shall be thrust blocked so no movement of the fitting will occur.

FLOWGUARD COMMUNICATION LINK:
Customer supplied communication
- T1 or DSL LAN
- WIFI
- 900 MHZ broadband spectrum radio
Hoover supplied communication
- High speed modem, antenna and broadband Data communication plans

THE HOOVER FLOWGUARD (Optional)
An easy to use Internet based irrigation system management tool providing real time monitoring and control that include:

– PROACTIVE TROUBLESHOOTING TOOLS
Solve minor irrigation problems before they escalate into major landscape issues.

– LANDSCAPE MANAGEMENT TOOL
Supplement random "wet check" expense with specifically identified irrigation repairs.
Evaluate data that can be effectively used for troubleshooting performance issues.
Field manually bypass button to override a closed Flowguard shutoff valve in two (2) hour increments each time pressed by field service personnel.
Rain sensor

– AUTOMATED COMPLIANCE TOOLS
Daily municipal water use restrictions.
Water Management District water usage reporting
Budget water usage to assure compliance with Consumptive Water Use Permit

– AUTOMATIC E-MAIL ALARMS & WARNINGS
Receive automatic e-mail alarms & warnings when irrigation system problems occur. Automatic adjustable alarm shut-downs with time delay between restarts.

– REPORTS
Daily water usage
Specific events, a comprehensive list of alarms, warnings and pump operations

– COMMUNICATION via customer provided T1, DSL, WIFI or 900 MHz radio communication line with STATIC IP ADDRESS complete with connection to the RS232 port on the Flowguard controller OR Hoover Optional High Speed Modem and Cellular Broadband service.

– REMOTE CONTROL access to pump control and protection features, including; sequencing and retirement controls and setup parameters.

– DIAGNOSTIC DATA: Real time and historical graphing of flow, pressure, source water level, water salinity, booster water source pressure, rain sensor, system status and maintenance alerts.

– WATER USE MONITORING: Set and automatically monitor Daily, Monthly, and Annual water use volumes per Water Management District Use Permit. User - set alarms and warnings, with automatic and/or manual restarts.

– WATER USE REPORTS: Print Reports for Daily, Monthly, and Annual flow volume history. View and print reports for graphing, logs, usage, audit trails, and maintenance status.

– SECURITY ACCESS CONTROL: Multi-user capability with User ID and password protection.

– USER TRAINING provides new user classes, support and phone assistance to set up initial parameters such as Water Windows, budgets and other user - set functions.

IRRIGATION CONTROLLER
Two Hunter ACC 2 wire decoder model 99 station controllers and solar sync sensors shall be mounted on the pump system. The controller shall be powered from a fuse block in the pump system control panel. The controller shall activate the pump via a relay in the control panel.

WARRANTIES:
Prior to shipping, the manufacturer shall flow test the system and submit a certified report to the designer stating the system is within 1% + or - of the specified flow rate and pressure, and meets the operational requirements.

The manufacturer of the pumping station shall warrant all components for a period of one (1) year from date of manufacture.
PN13114

THIS SYSTEM HAS BEEN DESIGNED AND SHALL BE INSTALLED IN ACCORDANCE WITH ALL THE REQUIREMENTS OF APPENDIX F, CONSTRUCTION AND BUILDING CODES FOR TURF AND LANDSCAPE IRRIGATION SYSTEMS, OF THE FLORIDA BUILDING CODE.

BILL LENZ 051034
IRRIGATION DESIGN, INC.
9913 N.W. 33rd Street, Sunrise, Florida 33351
(954) 742-5715

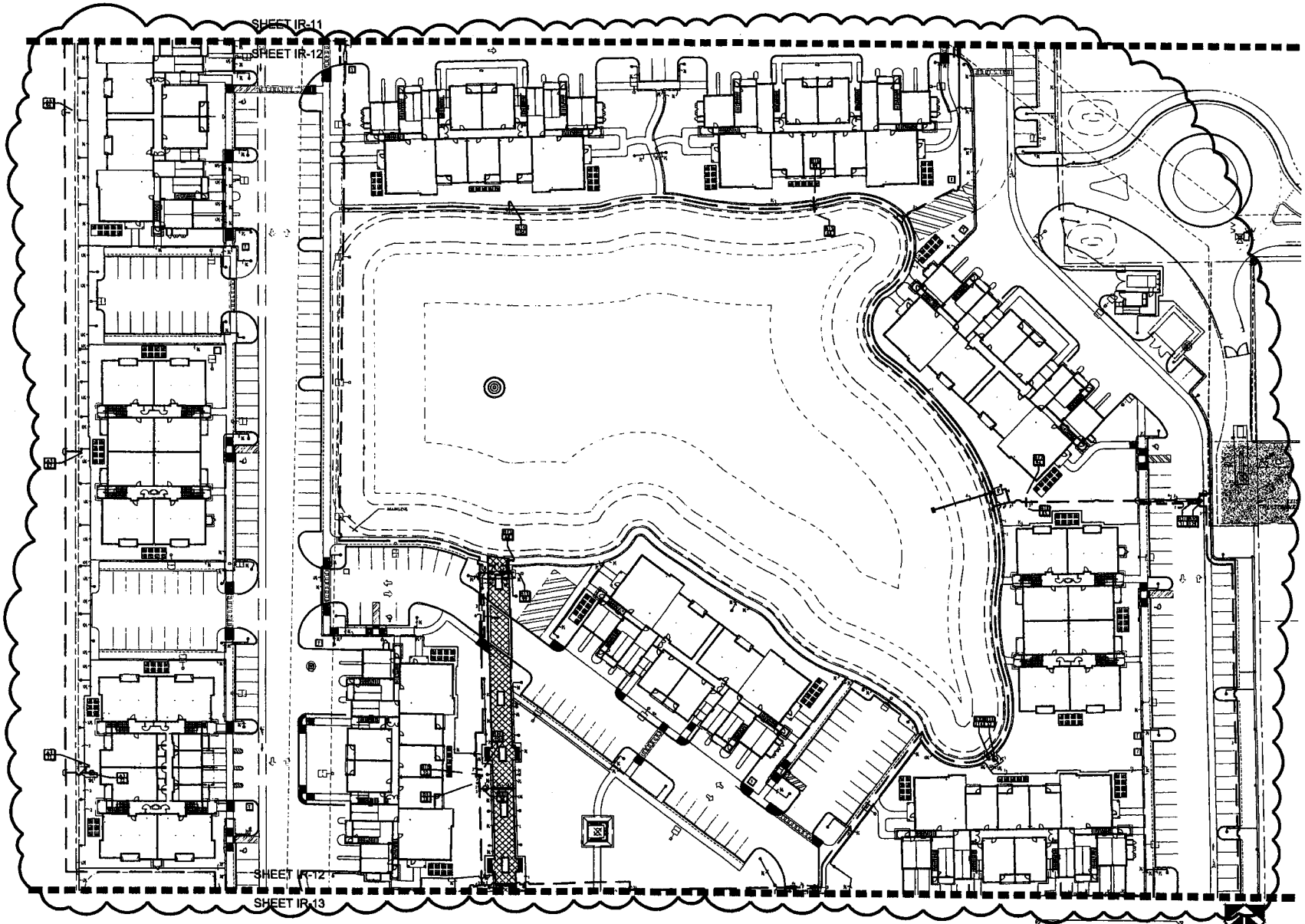
ARCHITECTURE
LANDSCAPE ARCHITECTURE
LAND PLANNING
INTERIOR DESIGN
GOVERNMENTAL PROCESSING
ARCHITECTURAL ALLIANCE
812 S.W. FOURTH AVENUE, FORT LAUDERDALE, FLORIDA 33315

HUGH JOHNSON
RLA #0000237
Seal

Date Description
Revision Dates

Pump Specifications
Palm Aire Apartments
ZOM Development
Pompano Beach, Florida

Sheet Description	PUMP SPECIFICATIONS
Release Date	06-25-14
Project Number	1411A
Drawing Number	IR-10



THIS SYSTEM HAS BEEN DESIGNED AND SHALL BE INSTALLED IN ACCORDANCE WITH ALL THE REQUIREMENTS OF APPENDIX F, CONSTRUCTION AND BUILDING CODES FOR TURF AND LANDSCAPE IRRIGATION SYSTEMS, OF THE FLORIDA BUILDING CODE.

ALL MAIN LINE PIPE, VALVES, ETC. SHOWN IN PAVED WALKWAYS ARE FOR CLARIFICATION PURPOSES ONLY AND SHALL BE INSTALLED IN LANDSCAPE AREAS. SEE GENERAL IRRIGATION NOTE #1.

BILL LENZ
IRRIGATION DESIGN, INC.
051034
9932 N.W. 32nd Street
Sunrise, Florida 33351
(954) 741-2733
Email: bill@billlenz.com

SCALE: 1"=30'-0"

ARCHITECTURE
LANDSCAPE ARCHITECTURE
LAND PLANNING
INTERIOR DESIGN
ENVIRONMENTAL PROCESSING
ARCHITECTURAL ALLIANCE
1515 N.W. 167th Street, Suite 430, Miami, Florida 33169 (305) 626-2000
Fort Lauderdale, Fort Lauderdale, Florida, Palm Beach Gardens, Jupiter
Tallahassee, Atlanta, Georgia, Washington, D.C., Philadelphia, Pennsylvania

HUGH JOHNSON
RA #C000237

Seal

Date	Description
[illegible]	[illegible]

Revision Dates

Mainline & Bubbler Plan

Palm Aire Apartments

ZOM Development
Pompano Beach, Florida

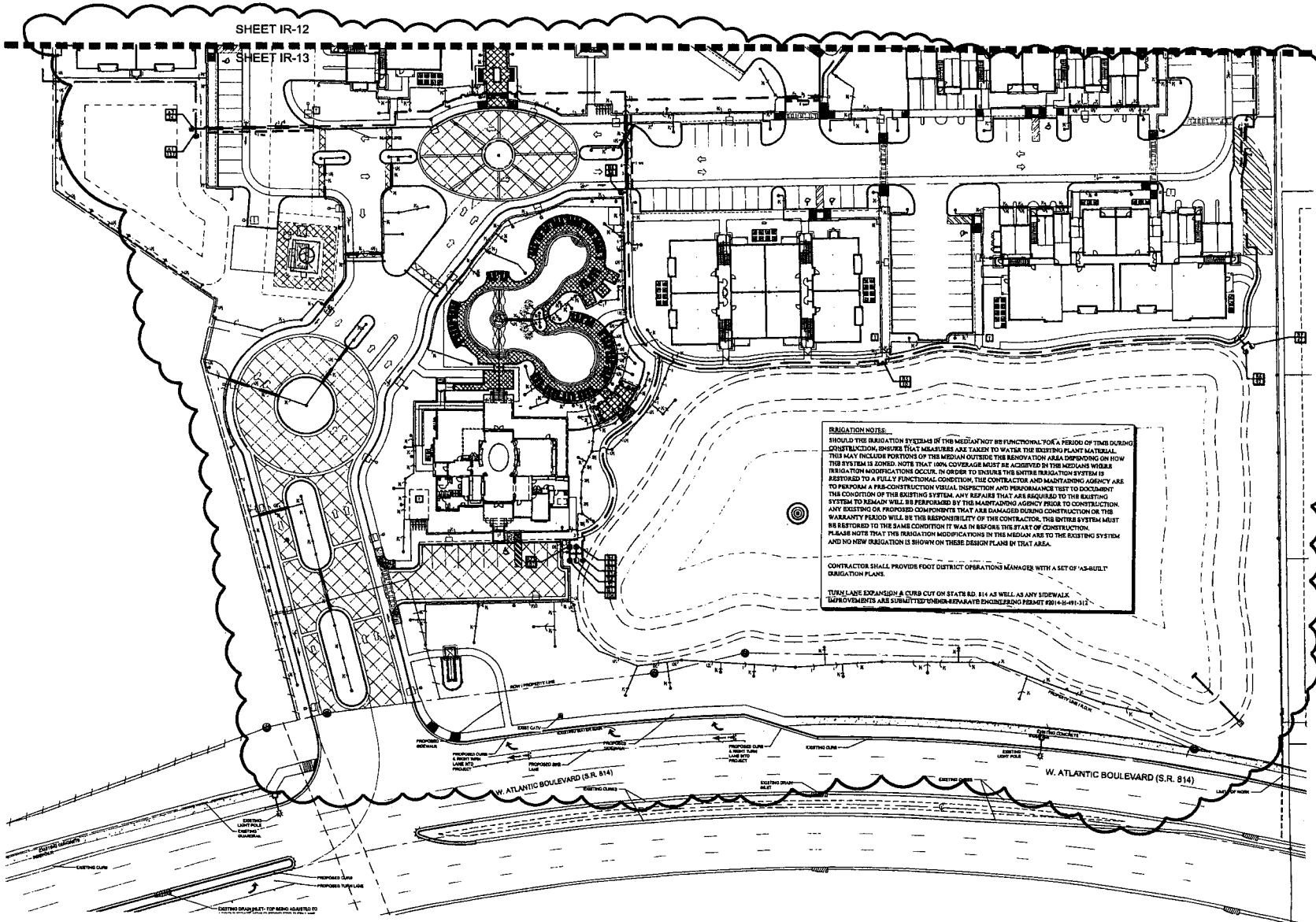
Sheet Description: Mainline & Bubbler Plan

Release Date: 06-25-14

Project Number: 1411A

Drawing Number: IR-12

Sheet 12 of 13



THIS SYSTEM HAS BEEN DESIGNED AND SHALL BE INSTALLED IN ACCORDANCE WITH ALL THE REQUIREMENTS OF APPENDIX F, CONSTRUCTION AND BUILDING CODES FOR TURF AND LANDSCAPE IRRIGATION SYSTEMS, OF THE FLORIDA BUILDING CODE.

ALL MAIN LINE PIPE, VALVES, ETC. SHOWN IN PAVED WALKWAYS ARE FOR CLARIFICATION PURPOSES ONLY AND SHALL BE INSTALLED IN LANDSCAPE AREAS. SEE GENERAL IRRIGATION NOTE #1.

BILL LENZ
IRRIGATION DESIGN, INC.
051094
9910 N.W. 22nd Street
Sunrise, Florida 33351
(954) 742-0725
Email: bill@billlenz.net

SCALE: 1"=30'-0"

ARCHITECTURAL ALLIANCE
ARCHITECTURE
LAND PLANNING
INTERIOR DESIGN
DEVELOPMENT PROCESSING
TEL: (954) 781-8400 FAX: (954) 781-8070 6 ADMIRAL DRIVE, LAUDERDALE, FLORIDA 33308

Seal

Revision Dates

Date Delivered:
REPORT DATE 04/08/15
REPORT DATE 04/08/15
REPORT DATE 04/08/15
REPORT DATE 04/08/15
REPORT DATE 04/08/15

Mainline & Bubbler Plan

Palm Aire Apartments

ZOM Development
Pompano Beach, Florida

Sheet Description
Mainline & Bubbler Plan

Release Date
06-25-14

Project Number
1411A

Drawing Number
IR-13

Sheet 13 of 13

SECTION NO:	**86039**
S.R. NO.(S):	**814**
COUNTY:	**BROWARD**
PERMIT NO.(S):	**15-L-491-0002**

EXHIBIT C

FORM IS

MAINTENANCE PLAN

The Exhibit forma in integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the Agency.

Please see attached

MAINTENANCE PLAN
Landscape Improvements

Project State Road No(s):	**814 (Atlantic Boulevard) from (M.P. 2.16) to (M.P. 2.35)**
Permit No:	**2015-L-0002**
Maintaining Agency:	**City of Pompano Beach**
RLA of Record:	**Hugh Johnson, Architectural Alliance**
Date:	**February 26, 2015**

I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:
The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: *FDOT Design Standards, FDOT Plans Preparation Manual Vol. I, Chapter 2.11* and *FDOT Standard Specifications for Road and Bridge Construction,* as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer. The initial portion of the Maintenance Plan describes general maintenance requirements and recommendations. **The concluding section provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.**

WATERING REQUIREMENTS
Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

IRRIGATION SYSTEM
The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

INTEGRATED PLANT MANAGEMENT
An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

MULCHING

Mulch planting beds in such a manner as to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Avoid mulch mounded up on the trunks of trees, palms, and the base of shrubs to encourage air movement in this area which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

PRUNING

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to specific pruning heights maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards, all palms are to be kept fruit free. The specific pruning heights are determined by understanding the designer's intent when selecting and placing the plants. The intended mature maintained height and spread of plants are noted on the plans (See Exhibit B.) and see Part II. Specific Requirements and Recommendations for guidelines. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be maintained at a height in compliance with *FDOT Design Standards* Index 546; Page 6 of 6, Window Detail. Vertical tree heights must meet *FDOT Maintenance Rating Program* (MRP) standards.

STAKING AND GUYING

All staking materials, except for replacements, are to be removed by the completion of FDOT warranty period or at one year (whichever comes first). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Design Standards* guidelines (See Index 544). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

TURF MOWING:

All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

LITTER CONTROL:

The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

WEEDING/HERBICIDE
All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage, resulting from overspray to the plantings, per the approved plans.

PLANT REPLACEMENT
Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

HARDSCAPE (SPECIALTY SURFACING)
All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers*, Part 3.05. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

HARDSCAPE (NON-STANDARD) TRAVELWAY SURFACING
It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

HARDSCAPE (LANDSCAPE ACCENT LIGHTING)
Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

MAINTENANCE OF TRAFFIC CONTROL
Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA)
To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for "*Vegetation Management at ODA signs*" "Florida Statutes" and "Florida Administrative Code" related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS
Planting beds were designed for ease of maintenance. Where groundcover plantings front shrub masses, the materials should be pruned to maintain a layered effect, with Asian jasmine trimmed & maintained at 12"; Muhly Grass maintained at 36"; Dwarf Bougainvillea maintained at 30"; Silver Saw Palmetto maintained at 48" w/ dead fronds and foliage trimmed and removed regularly, and Copperleaf maintained at 48". Cocoplum and Silver Buttonwood used as hedge material shall be trimmed regularly and maintained at 48" height. Groundcovers should be allowed to reach its full potential through its natural growth habit. Shrub material should be pruned, so that foliage is maintained full to ground. Small flowering trees should be pruned from the base of the trunk upward to maintain a clear trunk of 4' minimum and provide a separation between canopy and underplantings. Remove dead palm fronds periodically .

REFERENCES

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up to date information.

Accessible Sidewalk (ADA)
http://www.access-board.gov/guidelines-and-standards/streets-sidewalks

Americans with Disabilities Act (ADA) (ADAAG)
http://www.ada.gov/2010ADAstandards_index.htm

American National Standard Institute, *ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)*, available for purchase
http://webstore.ansi.org

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants*
http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection/Plant-Inspection#pubs

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2010 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A*
http://www2.iccsafe.org/states/florida_codes/

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 544 Landscape Installation*
http://www.dot.state.fl.us/rddesign/DS/15/IDx/00544.pdf

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 546 Sight Distance at Intersections*
http://www.dot.state.fl.us/rddesign/DS/15/IDx/00546.pdf

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 600 Traffic Control through Work Zones*
http://www.dot.state.fl.us/rddesign/DS/15/IDx/00600.pdf

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 700 Roadside Offsets*
http://www.dot.state.fl.us/rddesign/DS/15/IDx/00700.pdf

Florida Department of Transportation, *FDOT Plans Preparation Manual (PPM) Vol. I Chapter 2.11 Lateral Offset*
Table 2.11.5 Lateral Offset Clearance to Trees
Table 2.11.11 Recoverable Terrain

http://www.dot.state.fl.us/rddesign/PPMManual/2014PPM.shtm

Florida Department of Transportation, *FDOT Standard Specifications for Road and Bridge Construction, Section 580 Landscape Installation*
http://www.dot.state.fl.us/specificationsoffice/Maintenance/Jul14/Files/SS5800000.doc

http://www.dot.state.fl.us/specificationsoffice/Implemented/Workbooks/JulWorkbook2014/Files/SP5800000FA.pdf

Florida Department of Transportation, Landscape Architecture Website
www.MyFloridaBeautiful.com

Florida Department of Transportation, *Maintenance Rating Program Handbook*
http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtm

Florida Department of Transportation Outdoor Advertising Database
http://www2.dot.state.fl.us/rightofway/

Florida Exotic Pest Plant Council Invasive Plant Lists
http://www.fleppc.org/list/list.htm

Florida Irrigation Society
http://www.fisstate.org

Florida Power and Light (FPL), *Plant the Right Tree in the Right Place*
http://www.fpl.com/residential/trees/right_tree_right_place.shtml

A Guide to Roadside Vegetation Management
http://www.dot.state.fl.us/statemaintenanceoffice/DOT%20Final%20(3)Turf%20Management%20Guide%20UF.pdf

Interlocking Concrete Pavement Institute (ICPI)
http://www.icpi.org/

International Society of Arboriculture (ISA)
www.isa-arbor.com

UF IFAS: *Selecting Tropical and Subtropical Tree Species for Wind Resistance*
http://edis.ifas.ufl.edu/pdffiles/FR/FR17500.pdf

UF IFAS: *Fertilization of Field-grown and Landscape Palms in Florida*
http://edis.ifas.ufl.edu/ep261

U.S. Department of Transportation, Federal Highway Administration, *Manual on Uniform Traffic Control Devices*
http://www.mutcd.fhwa.dot.gov

Meeting Date: 09/08/2015 Agenda Item 3

x Consent ____ Ordinance x Resolution ____ Consideration ____ Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ACCEPTING CONVEYANCE OF REAL PROPERTY FROM BW US 1 SAMPLE, LLC TO THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE

Summary of Purpose and Why:

The applicant has obtained site plan approval for the property located at 3601 N Federal Hwy (PZ Number: 14-12000041, Folio: 484318010050). As a condition of approval, the applicant is required to dedicate the west five (5) feet of the property for Right of Way for NE 18 Terrace (aka. NE 27 Avenue). Included herein is the deed and the appropriate exhibits for the said right-of-way dedication.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: BW US 1 SAMPLE LLC
(2) Primary staff contact: Jae Eun Kim/ Robin Bird Ext. 7778
(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
Dev. Services	08/03/2015	Approval	
City Attorney	08/10/2015		CAC# 2015-1395

__ Advisory Board
__ Public Works Administrator
x City Manager

ACTION TAKEN BY COMMISSION:

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

City Attorney's Communication #2015-1395

August 10, 2015

TO: Jae Eun Kim, Planner

FROM: Gordon B. Linn, City Attorney

RE: Resolution – Right-of-Way Dedication
WaWa, 3601 and 3661 N. Federal Highway

As requested in your memorandum received on August 6, 2015, Department of Development Services Administrative Report No. 15-401, 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, ACCEPTING CONVEYANCE OF REAL PROPERTY FROM BW US 1 SAMPLE, LLC TO THE CITY OF POMPANO BEACH; 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/2015-1395

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ACCEPTING CONVEYANCE OF REAL PROPERTY FROM BW US 1 SAMPLE, LLC TO THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

WHEREAS, BW US 1 Sample, LLC is willing to convey to the City of Pompano Beach certain real property via Special Warranty Deed; 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 Deed; 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 conveyance of real property from BW US 1 Sample, LLC, a copy of which is attached hereto and incorporated by reference 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 acquisition of the aforesaid property is for a public purpose, to wit: future right-of-way.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

/jrm
5/20/15
L:reso/2015-342

Prepared by:
T. Truett Gardner, Esq.
Gardner Brewer Martinez-Monfort, P.A.
400 North Ashley Drive, Suite 1100
Tampa, FL 33602

NOTE TO RECORDER: Documentary stamp taxes in the amount of $.70 are being paid in connection with this deed as required by Florida law. Consideration for the deed is $.00.

[Space Above This Line For Recording]

Special Warranty Deed

This Special Warranty Deed made effective as of the ____ day of _____, 2015, by and between **BW US 1 SAMPLE, LLC,** a Florida limited liability company, whose post office address is 3708 W Swann Ave, Tampa, FL 33609, grantor, and **CITY OF POMPANO BEACH**, whose post office address is City Hall Main Building, 100 West Atlantic Boulevard, Pompano Beach, FL 33060:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of trusts and trustees, corporations, limited liability companies and other entities)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's successors and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

LEGAL DESCRIPTION AS CONTAINED IN SKETCH AND
DESCRIPTION ATTACHED HERETO AS EXHIBIT A
AND MADE A PART HEREOF

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor will warrant and forever defend the title to the land against the lawful claims and demands of persons claiming by, through or under grantor, but not against the claims of any others; and that said land is free of all encumbrances, except for those matters described on Exhibit B attached hereto and made a part hereof.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

BW US 1 SAMPLE, LLC, a Florida limited liability company

BY: BRIGHTWORK REAL ESTATE, INC., a Florida corporation
Its Manager

Sign: Sandra G Underwood
Print Name: Sandra G Underwood

By: _____
Print Name: Henry Hilsman
Title: V.P.

Sign: Elizabeth J. Back
Print Name: Elizabeth J. Back

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me this 10th day of April, 2015, by Henry Hilsman as Vice President of BRIGHTWORK REAL ESTATE, INC., a Florida corporation, on behalf of said corporation, in its capacity as Manager of BW US 1 SAMPLE, LLC, a Florida limited liability company, on behalf of the company. Such officer [X] is personally known or [ ] has produced a driver's license as identification.

[Notary Seal]

Notary Public: Gwendlyn M Lisboa

Printed Name: Gwendlyn M. Lisboa

My Commission Expires: 6-29-2017

GWENDLYN M. LISBOA
MY COMMISSION EXPIRES June 29, 2017
#EE 879553
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT A
TO SPECIAL WARRANTY DEED

See Legal Description contained in Right-of-Way Dedication #1 Sketch and Description attached hereto and made a part hereof

Sketch and Description:

THIS IS NOT A SURVEY

Legal Description:

BEGIN AT THE NORTHWEST CORNER OF LOT 6, BLOCK 1, NORTH POMPANO BEACH–SECTION 'A' ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN S08°37'43"W ALONG THE EAST RIGHT–OF–WAY LINE OF NE 27TH AVENUE (50' RIGHT–OF–WAY), PER SAID NORTH POMPANO BEACH–SECTION 'A', A DISTANCE OF 256.76 FEET; THENCE DEPARTING SAID EAST LINE RUN S81°22'17"E, A DISTANCE OF 5.00 FEET TO A POINT LYING ON A LINE THAT IS 5.00 FEET EASTERLY (AS MEASURED PERPENDICULARLY) TO THE AFORESAID EAST RIGHT–OF–WAY LINE OF NE 27TH AVENUE; THENCE RUN N08°37'43"E ALONG SAID LINE A DISTANCE OF 257.47 FEET TO A POINT ON THE NORTH LINE OF LOT 6, BLOCK 1 OF SAID PLAT; THENCE DEPARTING SAID PARALLEL LINE RUN N89°28'17"W ALONG SAID NORTH LINE A DISTANCE OF 5.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,286 SQUARE FEET MORE OR LESS.

Abbreviation Legend:

(A)	– ACTUAL	Δ	– DELTA	GOV'T	– GOVERNMENT	PC	– POINT OF CURVATURE	R43E	– RANGE 43 EAST
APPROX	– APPROXIMATE	(D)	– DEED	IP	– IRON PIPE	PCC	– POINT OF COMPOUND CURVATURE	R	– RADIUS
AVG	– AVERAGE	(DE)	– DEED EXCEPTION	IR	– IRON ROD			RAD	– RADIAL
(BB)	– BEARING BASIS	DEPT	– DEPARTMENT	IR&C	– IRON REBAR & CAP	PCP	– PERMANENT CONTROL POINT	REC	– RECOVERED
BLDG	– BUILDING	D/U	– DRAINAGE AND UTILITY EASEMENT	L	– ARC LENGTH	PG	– PAGE	REV	– REVISION
BM	– BENCH MARK			LB#	– LICENSED BUSINESS NUMBER	PGS	– PAGES	RP	– RADIUS POINT
(C)	– CALCULATED	ELEV	– ELEVATION	(M)	– MEASURED	PI	– POINT OF INTERSECTION	R/W	– RIGHT–OF–WAY
C	– CHORD	EOP	– EDGE OF PAVEMENT	N & D	– NAIL AND DISK	POB	– POINT OF BEGINNING	SEC 18	– SECTION 18
CB	– CHORD BEARING	ESMT	– EASEMENT	NR	– NON–RADIAL	POC	– POINT OF COMMENCEMENT	SQ	– SQUARE
CCR #	– CERTIFIED CORNER RECORD NUMBER	FDOT	– FLORIDA DEPARTMENT OF TRANSPORTATION	NSI	– NO SURVEYOR IDENTIFICATION	POL	– POINT ON LINE	SQ FT	– SQUARE FEET
				NT	– NON–TANGENT	PRC	– POINT OF REVERSE CURVATURE	TB	– TANGENT BEARING
C/L	– CENTERLINE	FF	– FINISH FLOOR	OR	– OFFICIAL RECORDS			T48S	– TOWNSHIP 48 SOUTH
CM	– CONCRETE MONUMENT	FND	– FOUND	ORB	– OFFICIAL RECORDS BOOK	PRM	– PERMANENT REFERENCE MONUMENT	(TYP)	– TYPICAL
CONC	– CONCRETE	FP&L	– FLORIDA POWER AND LIGHT	(P)	– PLAT			UE	– UTILITY EASEMENT
COR	– CORNER	(G)	– GRID (STATE PLANE)	PB	– PLAT BOOK	PT	– POINT OF TANGENCY	W/	– WITH
						FEC	– FLORIDA EAST COAST RAILWAY		

Surveyor's Notes:

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4. THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS–OF–WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
6. THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR, NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.

Surveyor's Certification:

I hereby certify that the attached "Sketch and Description" of the hereon–described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on March 23, 2015. I further certify that this "Sketch and Description" meets the minimum technical standards set forth in Rule Chapter 5J–17 of the Florida Administrative Code.

MAR 26 2015

For the Firm By: _____

Thomas J. Galloway, PSM
Professional Surveyor and Mapper
Florida Registration No. 6549

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Landscp. = LANDSCAPE N/A = NOT APPLICABLE Lic. = LICENSED
No. = NUMBER P.O. = POST OFFICE © = COPYRIGHT

NOT VALID WITHOUT SHEETS 1 AND 2 OF 2.

	Date: 3/20/15	Job No. B16101
Drawn by: RDB	Scale: N/A	File: B16101 SOD 1.DWG

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www.cphcorp.com
Prepared By:
CPH, Inc.
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Lndscp. Lic. No. LC0000298
500 W. Fulton St. ~ Sanford, Fl. 32771 ~ Ph: 407.322.6841

RIGHT-OF-WAY DEDICATION #1

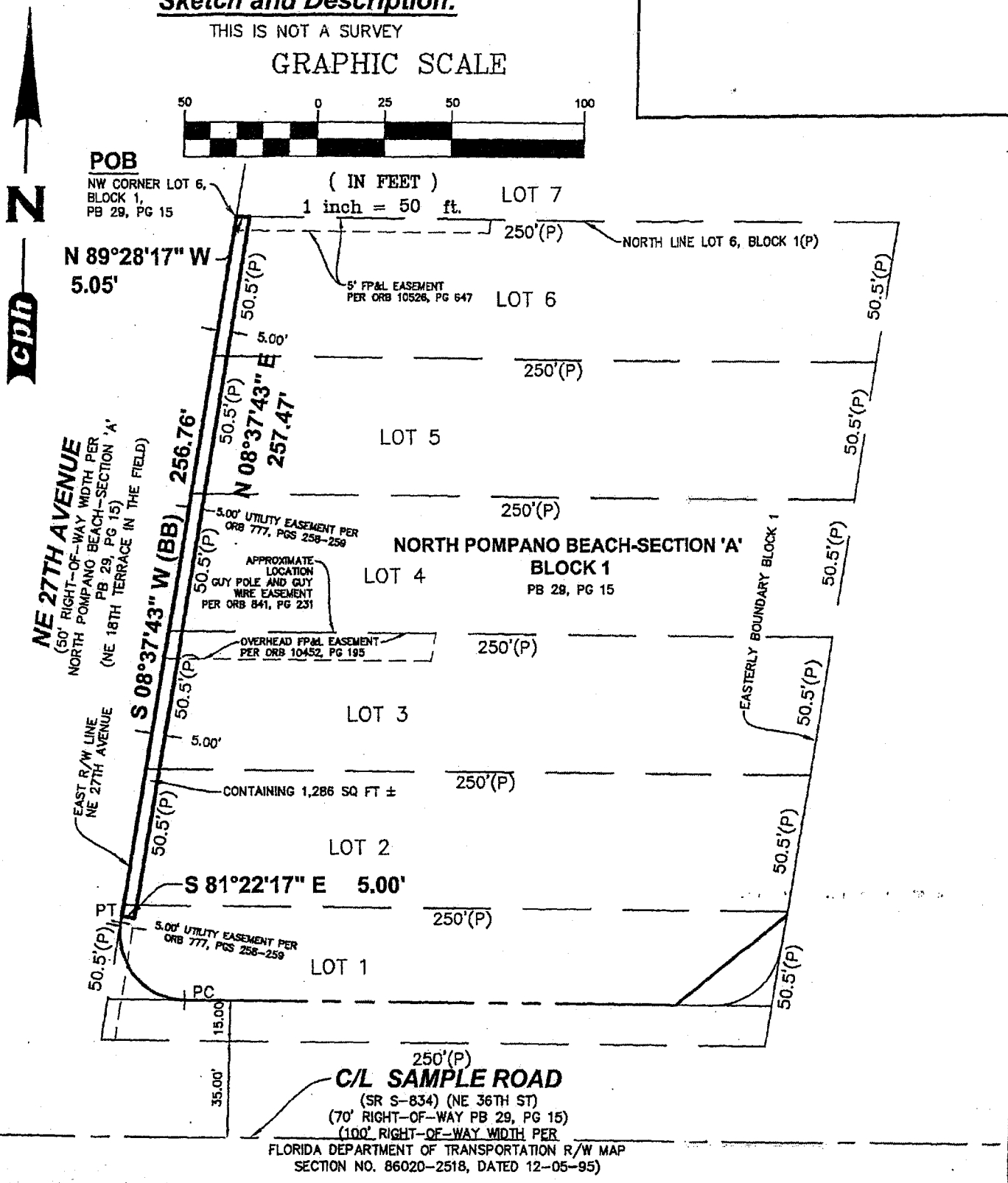
SECTION 18-TOWNSHIP 48 SOUTH-RANGE 43 EAST
BROWARD COUNTY, FLORIDA

SKETCH AND DESCRIPTION

© 2014

Sketch and Description:

THIS IS NOT A SURVEY



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	Scale: 1"=50'	File: B16101 SOD 1.DWG

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RIGHT-OF-WAY DEDICATION #1

SECTION 18-TOWNSHIP 48 SOUTH-RANGE 43 EAST
BROWARD COUNTY, FLORIDA

SKETCH AND DESCRIPTION

Sheet **2**
2 of 2

© 2014

EXHIBIT B
TO SPECIAL WARRANTY DEED

1. Dedications contained on the Plat of North Pompano Beach Section 'A', as recorded in Plat Book 29, Page 15, Public Records of Broward County, Florida.

2. Easement for public utilities along the back lot lines extending 5 feet from said back lot lines, which was reserved in the Declaration of Restrictions recorded in Deed Book 777, Page 258, Public Records of Broward County, Florida.

3. Easement to Florida Power & Light Company recorded in O.R. Book 841, Page 231, Public Records of Broward County, Florida.

4. Easement to Florida Power & Light Company recorded in O.R. Book 10452, Page 195, Public Records of Broward County, Florida.

5. Easement to Florida Power & Light Company recorded in O.R. Book 10526, Page 647, Public Records of Broward County, Florida.

6. Owner's Agreement with Broward County recorded in O.R. Book 10737, Page 550, together with the Bill Of Sale Absolute to Broward County recorded in O.R. Book 11031, Page 14, Public Records of Broward County, Florida.

7. Memorandum of Land Lease Agreement recorded in Clerk's File Number 2015-2858753, Public Records of Broward County, Florida.

April 28, 2015

City of Pompano Beach
100 W. Atlantic Boulevard
Pompano Beach, FL 33060

City of Pompano Beach
RECEIVED
APR 30 2015
Planning and Zoning

Attention: Jae Eun Kim, PLA

RE: 5 ft. right-of-way parcel to be conveyed by BW US 1 Sample, LLC to the City of Pompano Beach for additional right-of-way for NE 27th Avenue

To Whom It May Concern:

With the understanding that this Opinion of Title is furnished to the City of Pompano Beach (the "City") as a requirement of its acceptance of the right-of-way dedication described above, and that the City is relying on this opinion with regard to such conveyance, it is hereby certified that I have examined (i) Old Republic National Title Insurance Company Commitment, Fund File Number 10-2015-103052-4, dated effective February 12, 2015 and (2) a complete title search of the public records of Broward County, Florida, prepared by Attorneys' Title Fund Services, LLC, Fund File Number 10-2015-161907-A2, covering the period from the May 27, 1964 to April 22, 2015, at 11:00 P.M. inclusive, for the property described on **Exhibit A** attached hereto (the "Property").

Based upon my examination, fee simple title to the Property was vested in **BW US 1 SAMPLE, LLC**, a Florida limited liability company (the "Owner"), by virtue of the following deeds:

A. Special Warranty Deed dated February 19, 2015 and recorded March 11, 2015 as Instrument #112858751, of the Public Records of Broward County, Florida; and

B. Special Warranty Deed dated February 20, 2015 and recorded March 11, 2015 as Instrument #112858746, of the Public Records of Broward County, Florida.

The Owner's title to the Property is encumbered by the following liens or encumbrances, to-wit:

1. Taxes and assessments for the year 2015 and subsequent years, which are not yet due and payable. Taxes for the year 2014 have been paid.

2. Easement for public utilities along the back lot lines extending 5 feet from said back lot lines, which was reserved in the Declaration Of Restrictions recorded in Deed Book 777, Page 258, Public Records of Broward County, Florida (As to Parcel 1).

3. Easement to Florida Power & Light Company recorded in O.R. Book 841, Page 231, Public Records of Broward County, Florida (As to Parcel 1).

4. Easement to Florida Power & Light Company recorded in O.R. Book 10452, Page 195, Public Records of Broward County, Florida (As to Parcel 1).

5. Easement to Florida Power & Light Company recorded in O.R. Book 10526, Page 647, Public Records of Broward County, Florida (As to Parcel 1).

6. Owner's Agreement with Broward County recorded in O.R. Book 10737, Page 550, together with the Bill Of Sale Absolute to Broward County recorded in O.R. Book 11031, Page 14, Public Records of Broward County, Florida (As to Parcel 1).

7. Terms, conditions, covenants, restrictions, agreements, disclosures, indemnity, release and easements contained in the Special Warranty Deed from ExxonMobil Oil Corporation, formerly known as Mobil Oil Corporation, recorded in O.R. Book 44374, Page 1819, Public Records of Broward County, Florida (As to Parcel 2).

8. Dedications contained on the Plat of North Pompano Beach Section "A", as recorded in Plat Book 29, Page 15, Public Records of Broward County, Florida.

9. Memorandum of Land Lease Agreement recorded as Instrument #2858753, Public Records of Broward County, Florida.

10. Declaration of Unity of Title recorded as Instrument #2886403, Public Records of Broward County, Florida.

11. Order of Imposition of Fine and Claim of Lien recorded in O.R. Book 51229, Page 1676, Public Records of Broward County, Florida.

12. Order of Imposition of Fine and Claim of Lien recorded in O.R. Book 51229, Page 1737, Public Records of Broward County, Florida.

GARDNER BREWER MARTINEZ-MONFORT, P.A.

By:_____

Christopher W. Brewer, Esquire

Exhibit A

Legal Description

Parcel 1:

Lots 4, 5 and 6, in Block 1, and Lots 1, 2, and 3, in Block 1, less the East 150 feet thereof, of North Pompano Beach Section 'A', according to the Plat thereof, recorded in Plat Book 29, Page 15, of the Public Records of Broward County, Florida; said East 150 feet of Lots 1, 2, and 3, in Block 1, being more particularly described as follows:

BEGINNING at an iron pipe in concrete on the Southeasterly corner of said Block 1, North Pompano Beach Section 'A', which point is also the intersection of the Westerly right of way line of U.S. Highway No. 1 (120 feet wide) with the Northerly right of way line of Sample Road (70 feet wide); extending thence (1) along said Northerly right of way line of Sample Road, which is also the Southerly boundary of said Block 1, North 89 degrees 28 minutes 17 seconds West 150.0 feet to an iron pipe in concrete in line of lands now or formerly of Pemur Holding Company; thence (2) along said line of lands now or formerly of Pemur Holding Company, through said Lots 1, 2 and 3, North 8 degrees 37 minutes 43 seconds East 151.50 feet to an iron pipe in concrete on the Northerly line of said Lot 3; thence (3) along said Northerly line of said Lot 3, South 89 degrees 28 minutes 17 seconds East 150.0 feet to an iron pipe in concrete on said Westerly right of way line of U.S. Highway No. 1; thence (4) along said Westerly right of way line of U.S. Highway No. 1, which is also the Easterly boundary of said Block 1, South 8 degrees 37 minutes 43 seconds West 151.50 feet to the Place Of Beginning, of North Pompano Beach Section 'A', according to the Plat thereof, recorded in Plat Book 29, Page 15, of the Public Records of Broward County, Florida;

LESS the South 15 feet of Lot 1, Block 1, of North Pompano Beach Section 'A', according to the Plat thereof, recorded in Plat Book 29, Page 15, of the Public Records of Broward County, Florida, less the East 150 Feet thereof; and that part of said Lot 1, which is included in the external area formed by a 25 foot radius arc which is tangent to the West line of said Lot 1, and tangent to a line 15 feet North of and parallel to the South line of said Lot 1.

Parcel 2:

BEING the Easterly 150 feet of Lots 1, 2, and 3, Block 1, North Pompano Beach Section 'A', according to the Plat thereof, recorded in Plat Book 29, Page 15, of the Public Records of Broward County, Florida, and being more particularly described as follows:

BEGINNING at an iron pipe in concrete at the Southeasterly corner of said Block 1, North Pompano Beach Section 'A', which point is also the intersection of the Westerly right of way line of U.S. Highway No. 1 (120 feet wide) with the Northerly right of way line of Sample Road (70 feet wide); extending thence (1) along said Northerly right of way line of Sample Road, which is also the Southerly boundary of said Block 1, North 89 degrees 28 minutes 17 seconds West 150.0 feet to an iron pipe in concrete in line of lands now or formerly of Pemur Holding Company; thence (2) along said line of lands now or formerly of Pemur Holding Company, through said Lots 1, 2 and 3, North 8 degrees 37 minutes 43 seconds East 151.50 feet to an iron pipe in concrete on the Northerly line of said Lot 3; thence (3) along said Northerly line of said Lot 3, South 89 degrees 28 minutes 17 seconds East 150.0 feet to an iron pipe in concrete on said Westerly right of way line of U.S.

Highway No. 1; and thence (4) along said Westerly right of way line of U.S. Highway No. 1, which is also the Easterly boundary of said Block 1, South 8 degrees 37 minutes 43 seconds West 151.50 feet to the Place Of Beginning; LESS AND EXCEPT that portion of the above described premises condemned by the State Of Florida Department Of Transportation and Broward County pursuant to the Declaration Of Taking filed in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, Civil Action No. 70-3539, Parcel No.176, described as follows:

The South 15 feet of the East 150 feet of Lot 1, Block 1, of North Pompano Beach Section 'A', according to the Plat thereof, recorded in Plat Book 29, Page 15, of the Public Records of Broward County, Florida, and that part of said Lot 1, which is included in the external area formed by a 25 foot radius arc, which is tangent to the East line of said Lot 1, and tangent to a line 15 feet North of and parallel to the South line of said Lot 1.

Less and except that certain parcel described in an Order of Taking recorded in O.R. Book 26619, Page 518, of the Public Records of Broward County, Florida, being more particularly described as follows:

That part of Lot 1 as shown on the plat of North Pompano Beach Section 'A', as recorded in Plat Book 29, Page 15, of the Public Records of Broward County, Florida, lying in the Southwest Quarter (SW 1/4) of Section 18, Township 48 South, Range 43 East, Broward County, Florida, said part being more particularly described as follows:

Commence at the Southeast corner of said Southwest Quarter (SW 1/4) of Section 18; thence South 88°46'00" West, along the South line of said Southwest Quarter (SW 1/4) of Section 18, a distance of 249.780 meters (819.49 feet) to the Baseline of Survey for State Road 5 (US 1 - Federal Highway) as shown on that Florida Department of Transportation Right Of Way Map number 86020-2518; thence North 6°51'23" East, along said Baseline, a distance 19.927 meters (65.38 feet); thence North 83°08'37" West, a distance of 14.630 meters (48,00 feet) to the Westerly existing right of way line for State Road 5 (US 1 - Federal Highway), being the POINT OF BEGINNING, being also a point on a tangent curve concave Northwesterly as described in O.R. Book 4149, Page 951, of the said public records, having a chord bearing of South 47°48'41" West; thence Southwesterly along said curve (said curve being also the Northerly existing right of way line for State Road S-834 [Northeast 36th Street - Sample Road]) having a radius of 7.62 meters (25.00 feet), through a central angle of 81°54'37", an arc distance of 10.894 meters (35.74 feet); thence South 88°46'00" West, a distance of 4.400 meters (14.44 feet); thence North 49°26'35" East, a distance of 16.113 meters (52.86 feet); thence South 6°51'23" West, along said Westerly existing right of way line, a distance of 3.700 meters (12.14 feet) to the POINT OF BEGINNING.

The above Parcels 1 and 2 being also described as follows:

BEGIN AT THE NORTHWEST CORNER OF LOT 6, BLOCK 1, NORTH POMPANO BEACH-SECTION 'A' ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN S89°28'17"E ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 250.00 FEET TO A POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH FEDERAL HIGHWAY (US NO. 1) (120' RIGHT-OF-WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION NO. 86020-2518, DATED 12-05-95,

SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 6, BLOCK 1; THENCE DEPARTING SAID NORTH LINE OF LOT 6, RUN S08°37'43"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 254.01 FEET TO A POINT BEING ON THE NORTHWESTERLY LINE OF ORDER OF TAKING FOR PARCEL 109 AS DESCRIBED IN OFFICIAL RECORDS BOOK 26619, PAGES 0518 THROUGH 0522 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE RUN S51°12'18"W ALONG SAID NORTHWESTERLY LINE A DISTANCE OF 52.87 FEET TO A POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF SAMPLE ROAD PER ORDER OF TAKING FOR PARCEL 176, FLORIDA CIVIL ACTION NO. 70-3539 PER OFFICIAL RECORDS BOOK 44374, PAGES 1819 THROUGH 1838 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN N89°28'17"W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 185.02 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF N40°28'02"W, AND A CHORD DISTANCE OF 37.79 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 98°11'31", FOR AN ARC DISTANCE OF 42.84 FEET TO A POINT OF TANGENCY, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF NE 27TH AVENUE (50' RIGHT-OF-WAY), PER SAID NORTH POMPANO BEACH-SECTION 'A'; THENCE RUN N08°37'43"E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 259.04 FEET TO THE POINT OF BEGINNING.

Sketch and Description:

THIS IS NOT A SURVEY

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MAR 26 2015

For the Firm By: _____

Thomas J. Galloway, PSM
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Lndscp. Lic. No. LC0000298

RIGHT-OF-WAY DEDICATION #1

SECTION 18-TOWNSHIP 48 SOUTH-RANGE 43 EAST
BROWARD COUNTY, FLORIDA

SKETCH AND DESCRIPTION

Sheet 1
1 of 2

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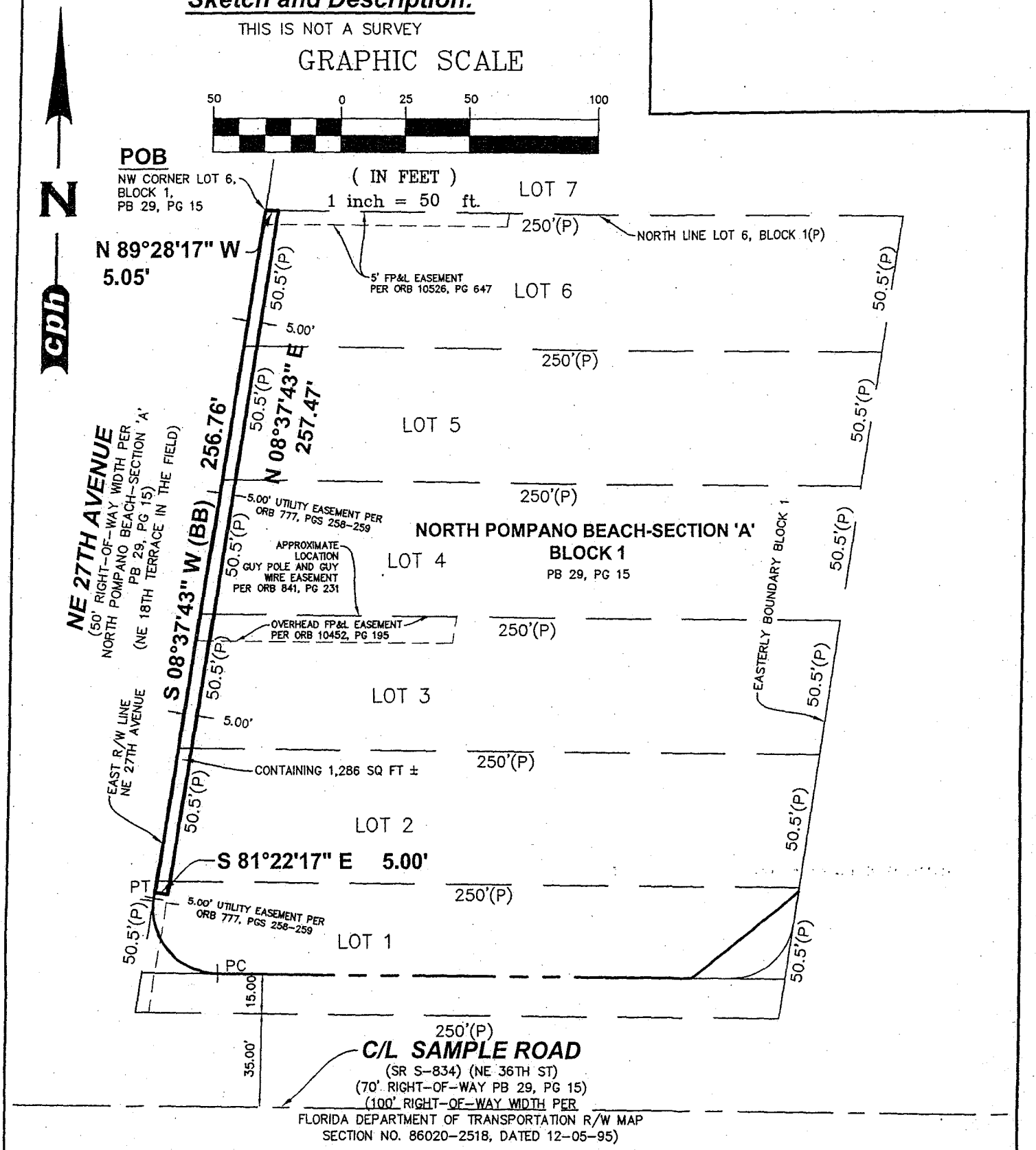
Sketch and Description:

THIS IS NOT A SURVEY



TITLE BLOCK ABBREVIATIONS
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Drawn by: RDB	Date: 3/20/15	Job No. B16101
	Scale: 1"=50'	File: B16101 SOD 1.DWG

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Prepared By:
CPH, Inc.
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Lndscp. Lic. No. LC0000298

RIGHT-OF-WAY DEDICATION #1

SECTION 18-TOWNSHIP 48 SOUTH-RANGE 43 EAST
BROWARD COUNTY, FLORIDA

SKETCH AND DESCRIPTION

© 2014

Prepared by and return to:
T. Truett Gardner, Esquire
Gardner Brewer Martinez-Monfort, P.A.
400 North Ashley Drive, Suite 1100
Tampa, Florida 33602

[space above line for recording information]

PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That USAMERIBANK, a Florida banking corporation, whose mailing address is P. O. Box 17540, Clearwater, FL 33762 (the "**Mortgagee**") is the owner and holder of that certain Mortgage, Security Agreement and Fixture Filing dated as of February 20, 2015 executed by BW US 1 SAMPLE, LLC, a Florida limited liability company (the "**Mortgagor**") in favor of the Mortgagee and recorded March 11, 2015 as Instrument #112858754, Public Records of Broward County, Florida (the "**Mortgage**"), together with the other security documents and instruments described on **Exhibit A** attached hereto (the "**Other Documents**").

NOW, THEREFORE, in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Mortgagee does hereby release, quit-claim, exonerate and discharge the real property described on **Exhibit B** and **Exhibit C** attached hereto and made a part hereof from the lien, operation and effect of the Mortgage and Other Documents.

PROVIDED, however, that nothing herein shall in any way impair, alter or diminish the effect, lien or encumbrance of the Mortgage and Other Documents on the remaining portion of the mortgaged property not specifically released hereby, or any rights and remedies of the Mortgagee thereunder.

SIGNATURE CONTAINED ON FOLLOWING PAGE

In witness whereof the Mortgagee has caused this instrument to be executed as of the 13th day of April, 2015.

Witnesses:

USAMERIBANK, a Florida banking corporation

Sign: Lisa M. Burnham
Name(print): Lisa M. Burnham

BY:
Name(print): Joseph Taggart
Title(print): SVP

Sign: Cari McGarr
Name(print): Cari McGarr

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 13th day of April, 2015, by Joseph E. Taggart as Senior Vice President of USAMERIBANK, a Florida banking corporation, on behalf of the corporation. Such officer [X] is personally known to me or [ ] produced _____ as identification.

[SEAL]

Lisa M. Burnham
Signature of NOTARY PUBLIC

Lisa M. Burnham
Print, type or stamp commissioned name of Notary

LISA M. BURNHAM
MY COMMISSION # EE 155219
EXPIRES: January 23, 2016
Bonded Thru Notary Public Underwriters

{00546466-1}

EXHIBIT A
Other Documents

1. Assignment of Rents and Leases dated February 20, 2015, executed by BW US 1 SAMPLE, LLC, a Florida limited liability company, in favor of USAMERIBANK and recorded March 11, 2015 as Instrument #112858755, Public Records of Broward County, Florida.

2. Financing Statement between BW US 1 SAMPLE, LLC, as Debtor, and USAMERIBANK as Secured Party, and recorded March 11, 2015 as Instrument #112858756, Public Records of Broward County, Florida.

EXHIBIT B

NE 27th Avenue

See Legal Description contained in Right-of-Way Dedication #1 Sketch and Description attached hereto and made a part hereof

Sketch and Description:

THIS IS NOT A SURVEY

Legal Description:

BEGIN AT THE NORTHWEST CORNER OF LOT 6, BLOCK 1, NORTH POMPANO BEACH-SECTION 'A' ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN S08°37'43"W ALONG THE EAST RIGHT-OF-WAY LINE OF NE 27TH AVENUE (50' RIGHT-OF-WAY), PER SAID NORTH POMPANO BEACH-SECTION 'A', A DISTANCE OF 256.76 FEET; THENCE DEPARTING SAID EAST LINE RUN S81°22'17"E, A DISTANCE OF 5.00 FEET TO A POINT LYING ON A LINE THAT IS 5.00 FEET EASTERLY (AS MEASURED PERPENDICULARLY) TO THE AFORESAID EAST RIGHT-OF-WAY LINE OF NE 27TH AVENUE; THENCE RUN N08°37'43"E ALONG SAID LINE A DISTANCE OF 257.47 FEET TO A POINT ON THE NORTH LINE OF LOT 6, BLOCK 1 OF SAID PLAT; THENCE DEPARTING SAID PARALLEL LINE RUN N89°28'17"W ALONG SAID NORTH LINE A DISTANCE OF 5.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,286 SQUARE FEET MORE OR LESS.

Abbreviation Legend:

(A)	- ACTUAL	Δ	- DELTA	GOV'T	- GOVERNMENT	PC	- POINT OF CURVATURE	R43E	- RANGE 43 EAST
APPROX	- APPROXIMATE	(D)	- DEED	IP	- IRON PIPE	PCC	- POINT OF COMPOUND CURVATURE	R	- RADIUS
AVG	- AVERAGE	(DE)	- DEED EXCEPTION	IR	- IRON ROD			RAD	- RADIAL
(BB)	- BEARING BASIS	DEPT	- DEPARTMENT	IR&C	- IRON REBAR & CAP	PCP	- PERMANENT CONTROL POINT	REC	- RECOVERED
BLDG	- BUILDING	D/U	- DRAINAGE AND UTILITY EASEMENT	L	- ARC LENGTH	PG	- PAGE	REV	- REVISION
BM	- BENCH MARK			LB#	- LICENSED BUSINESS NUMBER	PGS	- PAGES	RP	- RADIUS POINT
(C)	- CALCULATED	ELEV	- ELEVATION	(M)	- MEASURED	PI	- POINT OF INTERSECTION	R/W	- RIGHT-OF-WAY
C	- CHORD	EOP	- EDGE OF PAVEMENT	N & D	- NAIL AND DISK	POB	- POINT OF BEGINNING	SEC 18	- SECTION 18
CB	- CHORD BEARING	ESMT	- EASEMENT	NR	- NON-RADIAL	POC	- POINT OF COMMENCEMENT	SQ	- SQUARE
CCR #	- CERTIFIED CORNER RECORD NUMBER	FDOT	- FLORIDA DEPARTMENT OF TRANSPORTATION	NSI	- NO SURVEYOR IDENTIFICATION	POL	- POINT ON LINE	SQ FT	- SQUARE FEET
				NT	- NON-TANGENT	PRC	- POINT OF REVERSE CURVATURE	TB	- TANGENT BEARING
C/L	- CENTERLINE	FF	- FINISH FLOOR	OR	- OFFICIAL RECORDS			T46S	- TOWNSHIP 46 SOUTH
CM	- CONCRETE MONUMENT	FND	- FOUND	ORB	- OFFICIAL RECORDS BOOK	PRM	- PERMANENT REFERENCE MONUMENT	(TYP)	- TYPICAL
CONC	- CONCRETE	FP&L	- FLORIDA POWER AND LIGHT	(P)	- PLAT			UE	- UTILITY EASEMENT
COR	- CORNER	(G)	- GRID (STATE PLANE)	PB	- PLAT BOOK	PT	- POINT OF TANGENCY	W/	- WITH
						FEC	- FLORIDA EAST COAST RAILWAY		

Surveyor's Notes:

1. "SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
2. "ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES."
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE PLATTED EAST RIGHT-OF-WAY LINE OF NE 27TH AVENUE AS BEING N08°37'43"W PER OFFICIAL RECORDS BOOK 44374, PAGES 1819 THROUGH 1838, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
6. THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR. NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.

Surveyor's Certification:

I hereby certify that the attached "Sketch and Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on March 23, 2015. I further certify that this "Sketch and Description" meets the minimum technical standards set forth in Rule Chapter 5J-17 of the Florida Administrative Code.

MAR 26

For the Firm By: _____

Thomas J. Galloway, PSM
Professional Surveyor and Mapper
Florida Registration No. 6549

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	Date: 3/20/15	Job No. B16101
Drawn by: RDB	Scale: N/A	File: B16101 SOD 1.DWG

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CPH, Inc.
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA26000926
Lndscp. Lic. No. LC0000298
500 W. Fulton St. ~ Sanford, Fl. 32771 ~ Ph: 407.322.6841

RIGHT-OF-WAY DEDICATION #1
SECTION 18-TOWNSHIP 48 SOUTH-RANGE 43 EAST
BROWARD COUNTY, FLORIDA

SKETCH AND DESCRIPTION

Sheet 1 of 2

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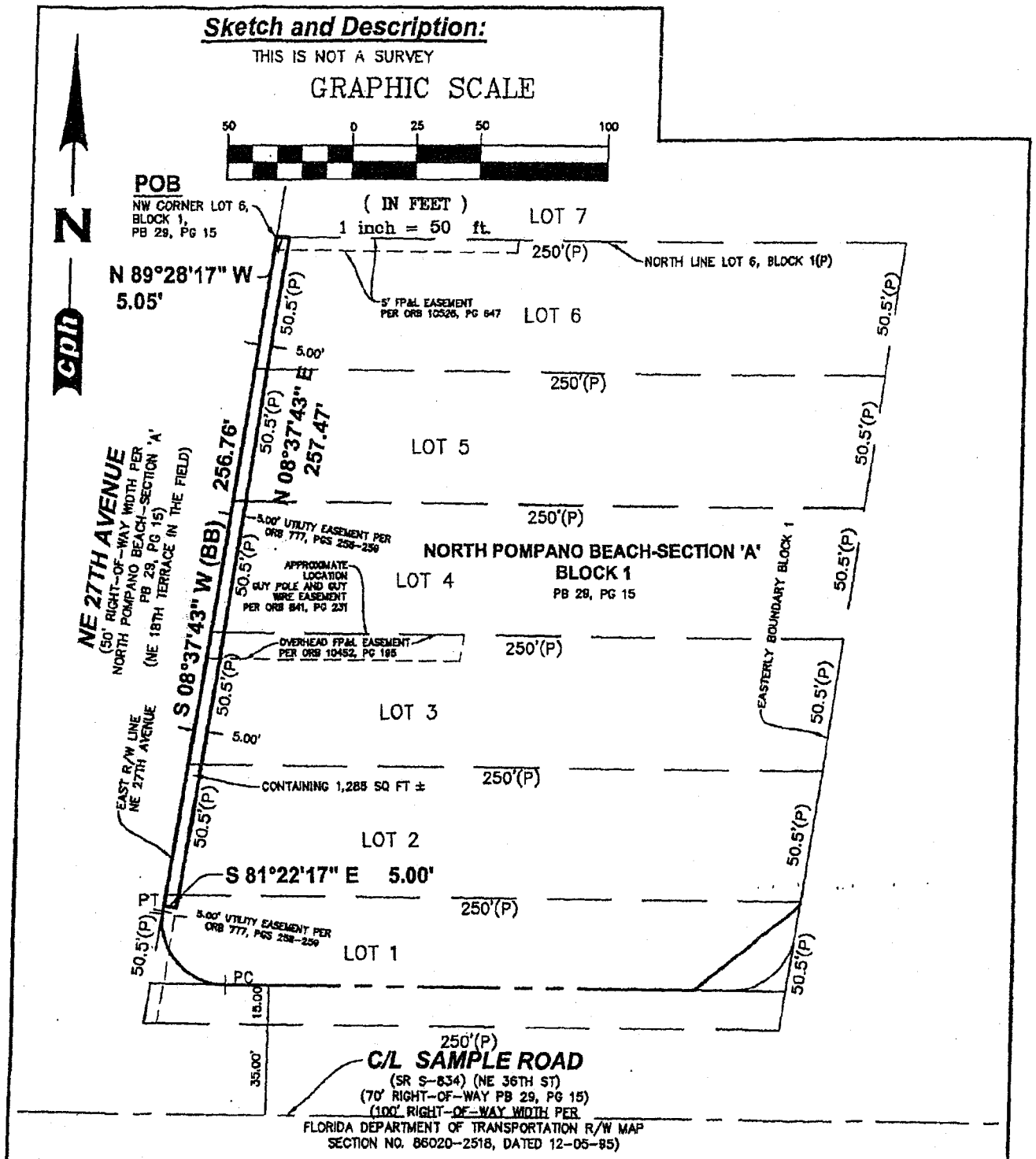
Sketch and Description:

THIS IS NOT A SURVEY



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Drawn by: RDB	Scale: 1"=50'	File: B16101 SOD 1.DWG

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CPH, Inc.
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
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RIGHT-OF-WAY DEDICATION #1

SECTION 18-TOWNSHIP 48 SOUTH-RANGE 43 EAST
BROWARD COUNTY, FLORIDA

SKETCH AND DESCRIPTION

Sheet 2
2 of 2

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EXHIBIT C

Sample Road

See Legal Description contained in Right-of-Way Dedication #2 Sketch and Description attached hereto and made a part hereof

Sketch and Description:

THIS IS NOT A SURVEY

Legal Description:

COMMENCE AT THE NORTHWEST CORNER OF LOT 6, BLOCK 1, NORTH POMPANO BEACH-SECTION 'A' ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN S08°37'43"W ALONG THE EAST RIGHT-OF-WAY LINE OF NE 27TH AVENUE (50' RIGHT-OF-WAY), PER SAID NORTH POMPANO BEACH-SECTION 'A', A DISTANCE OF 256.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S08°37'43"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 2.28 FEET A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF S40°28'02"E, AND A CHORD DISTANCE OF 37.79 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 98°11'31", FOR AN ARC DISTANCE OF 42.84 FEET TO A POINT OF TANGENCY SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF SAMPLE ROAD PER ORDER OF TAKING FOR PARCEL 176, FLORIDA CIVIL ACTION NO. 70-3539 PER OFFICIAL RECORDS BOOK 44374, PAGES 1819 THROUGH 1838 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN S89°28'17"E ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 185.02 FEET TO A POINT BEING ON THE NORTHWESTERLY LINE OF ORDER OF TAKING FOR PARCEL 109 AS DESCRIBED IN OFFICIAL RECORDS BOOK 26619, PAGES 0518 THROUGH 0522 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE RUN N51°12'18"E ALONG SAID NORTHWESTERLY LINE A DISTANCE OF 15.78 FEET TO A POINT LYING ON A LINE 10.00 FEET NORTHERLY (AS MEASURED PERPENDICULARLY) TO THE AFORESAID NORTH RIGHT-OF-WAY LINE; THENCE DEPARTING SAID NORTHWESTERLY LINE RUN N89°28'17"W ALONG SAID LINE A DISTANCE OF 199.29 FEET; THENCE DEPARTING SAID PARALLEL LINE RUN N40°28'02"W, A DISTANCE OF 26.60 FEET; THENCE RUN N81°22'17"W, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,315 SQUARE FEET MORE OR LESS.

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Surveyor's Certification:

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MAR 26 2015

For the Firm By: _____

Thomas J. Galloway, PSM
Professional Surveyor and Mapper
Florida Registration No. 6549

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Date: 3/20/15	Job No. B16101	
Drawn by: RDB	Scale: N/A	File: B16101 SOD 2.DWG

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CPH, Inc.
Licensed:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA26000926
Lndscp. Lic. No. LC0000298

500 W. Fulton St. ~ Sanford, Fl. 32771 ~ Ph: 407.322.6841

RIGHT-OF-WAY DEDICATION #2

SECTION 18-TOWNSHIP 48 SOUTH-RANGE 43 EAST
BROWARD COUNTY, FLORIDA

SKETCH AND DESCRIPTION

Sheet 1
1 of 2

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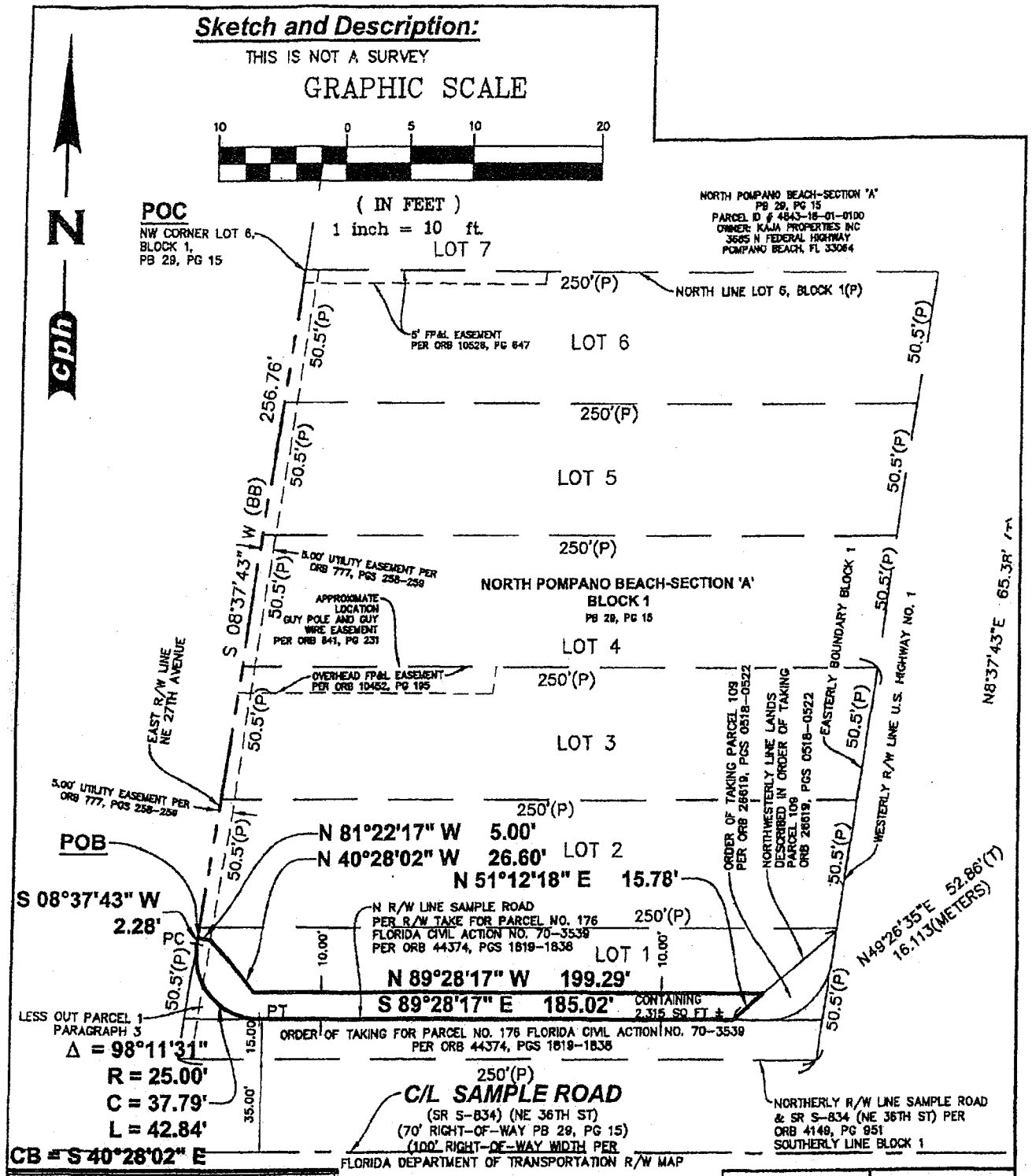

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Survey L.B. No. 7143
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RIGHT-OF-WAY DEDICATION #2

SECTION 18-TOWNSHIP 48 SOUTH-RANGE 43 EAST
BROWARD COUNTY, FLORIDA

SKETCH AND DESCRIPTION

Sheet 2
2 of 2

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PREPARED BY:
RECORD & RETURN TO:
Scott Backman, Esq.
Dunay, Miskel and Backman, LLP
14 S.E. 4th Street, #36
Boca Raton, FL 33432

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the applicable ordinances of the City of Pompano Beach pertaining to the issuance of building permits and regulating building construction, the undersigned, BW US 1 Sample, LLC a Florida limited liability company, being the fee owner of the following described real property lying, being and situate in the City of Pompano Beach, County of Broward and State of Florida, to wit:

See Exhibit "A" attached hereto and incorporated by reference;

Address: 3601 North Federal Highway, Pompano Beach, FL 33064
3661 North Federal Highway, Pompano Beach, FL 33064

Does hereby make the following declarations of conditions, limitations and restrictions on said lands:

1. The aforesaid plat, parcel or combinations of separate lots be and the same is hereby established and declared to be unified as an indivisible building site.

2. This Declaration of Unity of Title shall constitute a covenant running with the land, as provided by law, and shall be binding upon the undersigned, its successors and assigns, and all parties claiming thereunder and no portion shall be sold, assigned, transferred, conveyed or devised separately except in its entirety as one plot or parcel until such time as the same may be released in writing under the Director of Development Services of the City of Pompano Beach.

3. The undersigned does further agree that this instrument shall be filed for record among the Public Records of Broward County, Florida.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Declaration of Unity of Title to be executed in appropriate manner and its seal to be affixed this 18 day of March, 2015.

Signed, Sealed and Delivered
In the presence of:

Print Witness Name(s)

By: Henry Hilsman VP
(Print Name and Title)

STATE OF FLORIDA
COUNTY OF Hillsborough
BEFORE ME the undersigned authority, personally appeared Henry G. Hilsman, VP of Brighton Real Estate, Inc., the Manager of 2nd US 1 Sample LLC, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as the act and deed of said corporation and for the uses and purposes set forth therein.

WITNESS my hand and official seal at Tampa, Hillsborough County, Florida this 18th day of March, 2015.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)
[✓] Personally known to me, or
[ ] Produced Identification: _____
(Type of Identification Produced)

My Commission Expires:

ASHLEY H. GUYTON
MY COMMISSION #FF111198
EXPIRES May 13, 2018
398-0153 FloridaNotaryService.com

Exhibit "A"

LEGAL DESCRIPTION

Lots 4, 5 and 6, in Block 1, and Lots 1, 2, and 3, in Block 1, less the East 150 feet thereof, of North Pompano Beach Section 'A', according to the Plat thereof, recorded in Plat Book 29, Page 15, of the Public Records of Broward County, Florida; said East 150 feet of Lots 1, 2, and 3, in Block 1, being more particularly described as follows:

BEGINNING at an iron pipe in concrete on the Southeasterly corner of said Block 1, North Pompano Beach Section 'A', which point is also the intersection of the Westerly right of way line of U.S. Highway No. 1 (120 feet wide) with the Northerly right of way line of Sample Road (70 feet wide); extending thence (1) along said Northerly right of way line of Sample Road, which is also the Southerly boundary of said Block 1, North 89 degrees 28 minutes 17 seconds West 150.0 feet to an iron pipe in concrete in line of lands now or formerly of Pemur Holding Company; thence (2) along said line of lands now or formerly of Pemur Holding Company, through said Lots 1, 2 and 3, North 8 degrees 37 minutes 43 seconds East 151.50 feet to an iron pipe in concrete on the Northerly line of said Lot 3; thence (3) along said Northerly line of said Lot 3, South 89 degrees 28 minutes 17 seconds East 150.0 feet to an iron pipe in concrete on said Westerly right of way line of U.S. Highway No. 1; thence (4) along said Westerly right of way line of U.S. Highway No. 1, which is also the Easterly boundary of said Block 1, South 8 degrees 37 minutes 43 seconds West 151.50 feet to the Place Of Beginning, of North Pompano Beach Section 'A', according to the Plat thereof, recorded in Plat Book 29, Page 15, of the Public Records of Broward County, Florida;

LESS the South 15 feet of Lot 1, Block 1, of North Pompano Beach Section 'A', according to the Plat thereof, recorded in Plat Book 29, Page 15, of the Public Records of Broward County, Florida, less the East 150 Feet thereof; and that part of said Lot 1, which is included in the external area formed by a 25 foot radius arc which is tangent to the West line of said Lot 1, and tangent to a line 15 feet North of and parallel to the South line of said Lot 1.

Together with:

BEING the Easterly 150 feet of Lots 1, 2, and 3, Block 1, North Pompano Beach Section 'A', according to the Plat thereof, recorded in Plat Book 29, Page 15, of the Public Records of Broward County, Florida, and being more particularly described as follows:

BEGINNING at an iron pipe in concrete at the Southeasterly corner of said Block 1, North Pompano Beach Section 'A', which point is also the intersection of the Westerly right of way line of U.S. Highway No. 1 (120 feet wide) with the Northerly right of way line of Sample Road (70 feet wide); extending thence (1) along said Northerly right of way line of Sample Road, which is also the Southerly boundary of said Block 1, North 89 degrees 28 minutes 17 seconds West 150.0 feet to an iron pipe in concrete in line of lands now or formerly of Pemur Holding Company; thence (2) along said line of lands now or formerly of Pemur Holding Company, through said Lots 1, 2 and 3, North 8 degrees 37 minutes 43 seconds East 151.50 feet to an iron pipe in concrete on the Northerly line of said Lot 3; thence (3) along said Northerly line of said Lot 3, South 89 degrees 28 minutes 17 seconds East 150.0 feet to an iron pipe in concrete on said Westerly right of way line of U.S. Highway No. 1; and thence (4) along said Westerly right of way line of U.S. Highway No. 1, which is also the

Easterly boundary of said Block 1, South 8 degrees 37 minutes 43 seconds West 151.50 feet to the Place Of Beginning; LESS AND EXCEPT that portion of the above described premises condemned by the State Of Florida Department Of Transportation and Broward County pursuant to the Declaration Of Taking filed in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, Civil Action No. 70-3539, Parcel No.176, described as follows:

The South 15 feet of the East 150 feet of Lot 1, Block 1, of North Pompano Beach Section 'A', according to the Plat thereof, recorded in Plat Book 29, Page 15, of the Public Records of Broward County, Florida, and that part of said Lot 1, which is included in the external area formed by a 25 foot radius arc, which is tangent to the East line of said Lot 1, and tangent to a line 15 feet North of and parallel to the South line of said Lot 1.

Less and except that certain parcel described in an Order of Taking recorded in O.R. Book 26619, Page 518, of the Public Records of Broward County, Florida, being more particularly described as follows:

That part of Lot 1 as shown on the plat of North Pompano Beach Section 'A', as recorded in Plat Book 29, Page 15, of the Public Records of Broward County, Florida, lying in the Southwest Quarter (SW 1/4) of Section 18, Township 48 South, Range 43 East, Broward County, Florida, said part being more particularly described as follows:

Commence at the Southeast corner of said Southwest Quarter (SW 1/4) of Section 18; thence South 88°46'00" West, along the South line of said Southwest Quarter (SW 1/4) of Section 18, a distance of 249.780 meters (819.49 feet) to the Baseline of Survey for State Road 5 (US 1 - Federal Highway) as shown on that Florida Department of Transportation Right Of Way Map number 86020-2518; thence North 6°51'23" East, along said Baseline, a distance 19.927 meters (65.38 feet); thence North 83°08'37" West, a distance of 14.630 meters (48,00 feet) to the Westerly existing right of way line for State Road 5 (US 1 - Federal Highway), being the POINT OF BEGINNING, being also a point on a tangent curve concave Northwesterly as described in O.R. Book 4149, Page 951, of the said public records, having a chord bearing of South 47°48'41" West; thence Southwesterly along said curve (said curve being also the Northerly existing right of way line for State Road S-834 [Northeast 36th Street - Sample Road]) having a radius of 7.62 meters (25.00 feet), through a central angle of 81°54'37", an arc distance of 10.894 meters (35.74 feet); thence South 88°46'00" West, a distance of 4.400 meters (14.44 feet); thence North 49°26'35" East, a distance of 16.113 meters (52.86 feet); thence South 6°51'23" West, along said Westerly existing right of way line, a distance of 3.700 meters (12.14 feet) to the POINT OF BEGINNING.

Prepared by:
Christopher W. Brewer, Esquire
Gardner Brewer Martinez-Monfort, P.A.
400 N. Ashley Drive, Suite 1100
Tampa, FL 33602

PARTIAL RELEASE OF DECLARATION OF UNITY OF TITLE

THIS PARTIAL RELEASE OF DECLARATION OF UNITY OF TITLE ("Partial Release") is made as of the 27 day of July, 2015, by the CITY OF POMPANO BEACH, which has a mailing address of City Hall Main Building, 100 West Atlantic Boulevard, Pompano Beach, FL 33060.

Background Information

A. Pursuant to applicable ordinances of the City of Pompano Beach, on or about March 18, 2015, BW US 1 SAMPLE, LLC, a Florida limited liability company ("BW US 1") executed that certain Declaration of Unity of Title recorded March 25, 2015 as Instrument #112886403, in the Public Records of Broward County, Florida (the "Declaration"), pursuant to which certain parcels of real property were combined and unified as one building site (the "Unified Property"), as more specifically described in the Declaration.

B. BW US 1 is dedicating the real property described on Exhibit A attached hereto and made a part hereof (the "Dedicated Property") to the City of Pompano Beach, as additional right of way for NE 27th Avenue, and the Dedicated Property is being released from the Declaration as a perquisite to said dedication.

Operative Provisions

ACCORIDNGLY, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Pompano Beach does hereby release and forever discharge the Dedicated Property from the benefits, burdens, rights, covenants, conditions, limitations and restrictions set forth in the Declaration. Provided, however, that nothing herein shall in any way impair, alter or diminish the effect of the Declaration on the remaining portion of the Unified Property, not specifically released hereby.

This Partial Release is being executed by the Director of Development Services of the City of Pompano Beach, in accordance with paragraph 2 of the Declaration.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City of Pompano Beach has caused this Partial Release to be executed as of the date stated above.

WITNESSES:

Sign: _____
Print: DIANE M. TAYLOR

Sign: _____
Print: Gisia Bush

CITY OF POMPANO BEACH

By: _____
Name: Robin M. Bird
Title: Director of Development Services

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me this 27 day of July, 2015, by Robin M. Bird as Director of Development Services of the City of Pompano Beach, who is personally known to the undersigned or [ ] produced a current driver's license as identification.

MATTHEW R. EDGE
MY COMMISSION #FF150[illegible]
EXPIRES August 13, 2018
1-877-[illegible]-0153 FloridaNotaryService.com

NOTARY PUBLIC
Name: Matthew R. Edge
Commission #_____
Commission expiration: _____

EXHIBIT A

SEE SKETCH AND DESCRIPTION PREPARED BY CPH, INC. DATED 3/20/15
ATTACHED HERETO AND MADE A PART HEREOF

Sketch and Description:

THIS IS NOT A SURVEY

Legal Description:

BEGIN AT THE NORTHWEST CORNER OF LOT 6, BLOCK 1, NORTH POMPANO BEACH-SECTION 'A' ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN S08°37'43"W ALONG THE EAST RIGHT-OF-WAY LINE OF NE 27TH AVENUE (50' RIGHT-OF-WAY), PER SAID NORTH POMPANO BEACH-SECTION 'A', A DISTANCE OF 256.76 FEET; THENCE DEPARTING SAID EAST LINE RUN S61°22'17"E, A DISTANCE OF 5.00 FEET TO A POINT LYING ON A LINE THAT IS 5.00 FEET EASTERLY (AS MEASURED PERPENDICULARLY) TO THE AFORESAID EAST RIGHT-OF-WAY LINE OF NE 27TH AVENUE; THENCE RUN N08°37'43"E ALONG SAID LINE A DISTANCE OF 257.47 FEET TO A POINT ON THE NORTH LINE OF LOT 6, BLOCK 1 OF SAID PLAT; THENCE DEPARTING SAID PARALLEL LINE RUN N89°28'17"W ALONG SAID NORTH LINE A DISTANCE OF 5.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,286 SQUARE FEET MORE OR LESS.

Abbreviation Legend:

(A)	- ACTUAL	Δ	- DELTA	GOV'T	- GOVERNMENT	PC	- POINT OF CURVATURE	R43E	- RANGE 43 EAST
APPROX	- APPROXIMATE	(D)	- DEED	IP	- IRON PIPE	PCC	- POINT OF COMPOUND CURVATURE	R	- RADIUS
AVG	- AVERAGE	(DE)	- DEED EXCEPTION	IR	- IRON ROD			RAD	- RADIAL
(BB)	- BEARING BASIS	DEPT	- DEPARTMENT	IR&C	- IRON REBAR & CAP	PCP	- PERMANENT CONTROL POINT	REC	- RECOVERED
BLDG	- BUILDING	D/U	- DRAINAGE AND UTILITY EASEMENT	L	- ARC LENGTH	PG	- PAGE	REV	- REVISION
BM	- BENCH MARK			LB#	- LICENSED BUSINESS NUMBER	PGS	- PAGES	RP	- RADIUS POINT
(C)	- CALCULATED	ELEV	- ELEVATION	(M)	- MEASURED	PI	- POINT OF INTERSECTION	R/W	- RIGHT-OF-WAY
C	- CHORD	EOP	- EDGE OF PAVEMENT	N & D	- NAIL AND DISK	POB	- POINT OF BEGINNING	SEC 18	- SECTION 18
CB	- CHORD BEARING	ESMT	- EASEMENT	NR	- NON-RADIAL	POC	- POINT OF COMMENCEMENT	SQ	- SQUARE
CCR #	- CERTIFIED CORNER RECORD NUMBER	FDOT	- FLORIDA DEPARTMENT OF TRANSPORTATION	NSI	- NO SURVEYOR IDENTIFICATION	POL	- POINT ON LINE	SQ FT	- SQUARE FEET
				NT	- NON-TANGENT	PRC	- POINT OF REVERSE CURVATURE	TB	- TANGENT BEARING
C/L	- CENTERLINE	FF	- FINISH FLOOR	OR	- OFFICIAL RECORDS			T48S	- TOWNSHIP 48 SOUTH
CM	- CONCRETE MONUMENT	FND	- FOUND	ORB	- OFFICIAL RECORDS BOOK	PRM	- PERMANENT REFERENCE MONUMENT	(TYP)	- TYPICAL
CONC	- CONCRETE	FP&L	- FLORIDA POWER AND LIGHT	(P)	- PLAT			UE	- UTILITY EASEMENT
COR	- CORNER	(G)	- GRID (STATE PLANE)	PB	- PLAT BOOK	PT	- POINT OF TANGENCY	W/	- WITH
						FEC	- FLORIDA EAST COAST RAILWAY		

Surveyor's Notes:

1. "SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
2. "ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES."
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE PLATTED EAST RIGHT-OF-WAY LINE OF NE 27TH AVENUE AS BEING N08°37'43"W PER OFFICIAL RECORDS BOOK 44374, PAGES 1819 THROUGH 1838, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
6. THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR. NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.

Surveyor's Certification:

I hereby certify that the attached "Sketch and Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on March 23, 2015. I further certify that this "Sketch and Description" meets the minimum technical standards set forth in Rule Chapter 5J-17 of the Florida Administrative Code.

MAR 26

For the Firm By: _____

Thomas J. Galloway, PSM
Professional Surveyor and Mapper
Florida Registration No. 6549

TITLE BLOCK ABBREVIATIONS
Eng. = ENGINEERING L.B. = LICENSED BUSINESS
C.O.A. = CERTIFICATE OF AUTHORIZATION Arch. = ARCHITECTURAL
Landscp. = LANDSCAPE N/A = NOT APPLICABLE Lic. = LICENSED
No. = NUMBER P.O. = POST OFFICE ©= COPYRIGHT

NOT VALID WITHOUT SHEETS 1 AND 2 OF 2.

Drawn by: RDB	Date: 3/20/15	Job No. B16101
	Scale: N/A	File: B16101 SOD 1.DWG

cph
www.cphcorp.com

Prepared By:
CPH, Inc.
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA26000926
Landscp. Lic. No. LC0000298
500 W. Fulton St. ~ Sanford, Fl. 32771 ~ Ph: 407.322.6841

RIGHT-OF-WAY DEDICATION #1
SECTION 18-TOWNSHIP 48 SOUTH-RANGE 43 EAST
BROWARD COUNTY, FLORIDA

SKETCH AND DESCRIPTION

Sheet 1
1 of 2

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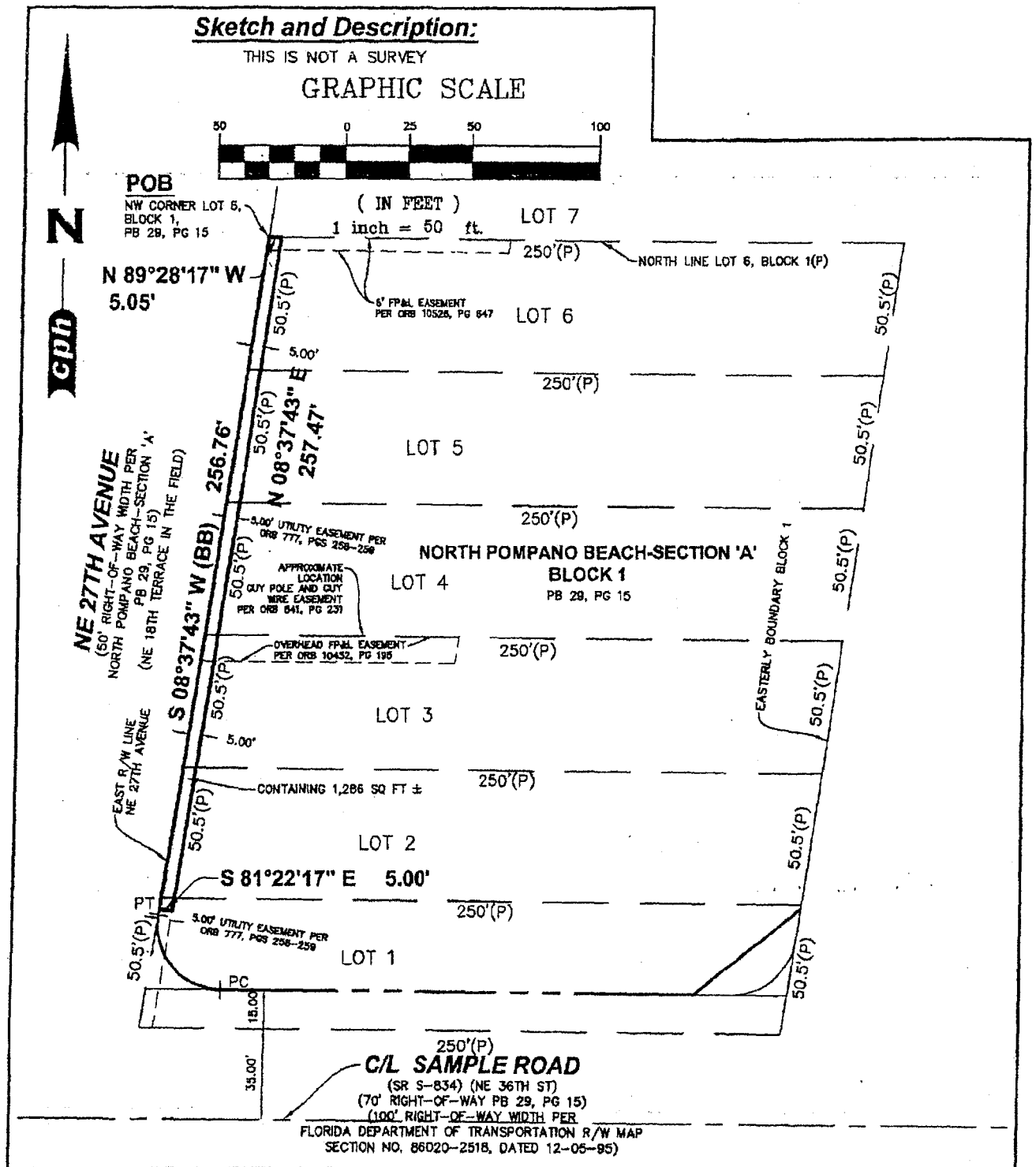

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NOT VALID WITHOUT SHEETS 1 AND 2 OF 2.

Date: 3/20/15	Job No. B16101	
Drawn by: RDB	Scale: 1"=50'	File: B16101 SOD 1.DWG

cph
www.cphcorp.com

Prepared By:
CPH, Inc.
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Lndscp. Lic. No. LC0000298
500 W. Fulton St. ~ Sanford, Fl. 32771 – Ph: 407.322.6841

RIGHT-OF-WAY DEDICATION #1
SECTION 18-TOWNSHIP 48 SOUTH-RANGE 43 EAST
BROWARD COUNTY, FLORIDA

SKETCH AND DESCRIPTION

Sheet 2
2 of 2

© 2014

PROPERTY TRANSFER INFORMATION SHEET

FOLIO / PROPERTY / PARCEL I.D. # 484318010050

GRANTEE NAME: City of Pompano Beach

SALE PRICE: $0

% OF MORTGAGE BALANCE BEING USED AND $ AMOUNT: $0

(i.e., ½ interest = #00000)

For information / clarification of the taxable amount, please contact the State of Florida Department of Revenue at 1-800-352-3671 or online at FL Dept of Revenue - TAX LAW LIBRARY.

Internal form – 5/2008

Meeting Date: September 8, 2015 Agenda Item 4

REQUESTED COMMISSION ACTION:

x Consent ____ Ordinance x Resolution ____ Consideration ____ Workshop

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LITTER REMOVAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MEN OF VIRTUE & ETHICS, INC. PURSUANT TO THE CITY'S ADOPT-A-STREET PROGRAM; PROVIDING AN EFFECTIVE DATE. (No Cost)

Summary of Purpose and Why:

As a means to improve the curb appeal of Pompano Beach, the City has developed an Adopt-A-Street Program which offers a hands on approach to local beautification. The Public Works Department provides the volunteers with a safety orientation, necessary safety equipment, collection materials, and support to retrieve collected bags of litter. Men of Virtue & Ethics, Inc. has committed to adopting the N.W. 3rd Avenue right-of-way from MLK Blvd., north to N.W.12th Court.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Russell Ketchem, Solid Waste Manager
(2) Primary staff contact: Robert A. McCaughan, Public Works Director Ext. 4097
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: None

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Public Works	8/4/15	Approved	Robert A. McCaughan
Finance	8/5/15	Approval	
City Attorney	8/5/15		

___ Advisory Board
___ Development Services Director
x City Manager

ACTION TAKEN BY COMMISSION:

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

G:\Maintenance\Adopt-A-Street\Adopt-A-Street Commission Memo for Men of Virtue.doc

City Attorney's Communication #2015-1296
July 21, 2015

TO: Russell Ketchem, Solid Waste Manager

FROM: Jill R. Mesojedec, FRP, Paralegal

VIA: Gordon B. Linn, City Attorney

RE: Adopt-A-Street Program – Men of Virtue & Ethics, Inc.

As requested in your e-mail of July 20, 2015, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LITTER REMOVAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MEN OF VIRTUE & ETHICS, INC. PURSUANT TO THE CITY'S ADOPT-A-STREET PROGRAM; PROVIDING AN EFFECTIVE DATE.**

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

JILL R. MESOJEDEC

/jrm
l:cor/pw/2015-1296

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LITTER REMOVAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MEN OF VIRTUE & ETHICS, INC. PURSUANT TO THE CITY'S ADOPT-A-STREET PROGRAM; 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 Men of Virtue and Ethics, Inc., pursuant to the City's Adopt-a-Street Program, 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 Men of Virtue & Ethics, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

GBL/jrm
7/21/15
l:reso/2015-429

pompano beach
Florida's Warmest Welcome

Adopt-A-Street Program

The City and its Residents Caring for Mother Earth

City of Pompano Beach
Adopt-A-Street Program

OVERVIEW

Acting in the best interest of its residents, the City of Pompano Beach has developed an Adopt-A-Street program. The Adopt-A-Street program offers hands on approach to city beautification through litter removal and maintenance of designated streets by civic-minded residents and organizations. The program is a cooperative clean-up campaign organized by the City of Pompano Beach and its residents. The program allows the residents and organizations of the City of Pompano Beach to take an active role in the community while benefiting from a more attractive city.

The program is outlined as follows:

- ✓ A community organization adopts a minimum of two-miles of city roads and agrees to remove litter at least four times per calendar year for a two-year period.
- ✓ The City will provide the organization with trash bags, safety training and necessary safety equipment for up to 25 people.
- ✓ The City will erect sign on each end of the roadway identifying the organization.
- ✓ After each clean-up effort, the City will collect the litter bags for disposal.

Participate in this successful and rewarding volunteer litter control program in your community. Adoptable streets include most roadways in Pompano Beach. Complete a volunteer agreement form and a sign request form and return it to: Public Works Department 1190 NE 3rd Ave, Bldg. B, Pompano Beach, 33060. You will be contacted after the forms have been received and processed to go over the agreement and schedule the Adopt-A-Street sign installation to recognize your organization for helping to keep Pompano Beach streets clean.

City of Pompano Beach
Adopt-A-Street Program

PROCEDURES AND GROUP RESPONSIBILITIES

- ✓ Organizations interested in committing to adopt a two-mile segment of City street right of way for litter removal should contact the City of Pompano Beach, Public Works Solid Waste Division, at (954) 786-4030.
- ✓ The roadways proposed by the organization will be reviewed by City staff to determine the safest location for the clean-up effort. Once a location is approved by both parties, an application should be completed and submitted to the City.
- ✓ Upon approval by the City Commission, the organization will receive a copy of the signed agreement.
- ✓ A safety orientation will be scheduled for the organization and performed by City staff prior to commencement of initial clean-up effort.
- ✓ Safety equipment consisting of orange vests and gloves for each member (up to 25) of the participating organization; two large portable roadside safety signs; large litter bags; rakes; pick-sticks and safety briefing checklists will be loaned to the organization prior to each clean-up effort.
- ✓ During the week prior to each clean-up effort, a representative of the organization shall call the Public Works Solid Waste Division, (954) 786-4030, to schedule litter disposal. The organization is responsible for holding a safety meeting prior to each clean-up effort. The suggested time for a clean-up is between the hours of 8:00 A.M. and 12:00 Noon.
- ✓ The organization agrees to remove litter along the adopted segment of road at least four times per calendar year for a period of two years.
- ✓ When an organization terminates the agreement or does not remove litter along the adopted road for a period of six months, the City will recover the safety equipment loaned and remove the recognition signs. The vacated segment of road will then become available to adopt by other interested parties.

City of Pompano Beach
Adopt-A-Street Program

RECOGNITION SIGN POLICY

Recognition signs installed for organizations participating in the Adopt-A-Street program will conform to the following criteria:

- ✓ For non-profit organizations, only the full name of the organization will be placed on the signs.
- ✓ For commercial businesses, only the full name of the company will be placed on the signs.
- ✓ For political groups, only the full name of the group will be placed on the signs.
- ✓ The City will not list the services that an organization provides unless it is part of the organization or company name that is registered with the State of Florida.
- ✓ The City will not list specific locations, addresses or phone numbers of the organization or company.
- ✓ The City will not allow any political or other statements which can be considered controversial to be placed on the signs.

City of Pompano Beach
Adopt-A-Street Program

SAFETY ORIENTATION POLICY

PRIOR TO THE DAY OF LITTER REMOVAL

- The organization will designate a member to act as the Safety Supervisor. The Safety Supervisor's job is critical for the success of the clean-up effort. They will provide overall group supervision as it pertains to safety matters. If necessary, they will be responsible for emergency communications or transportation to the appropriate health care facility.

- The organization should have a first aide kit on site during the effort. Safety kits are useful in dealing with minor issues such as minor cuts or scratches that are common during litter removal. If the organization does not have a kit, contact a Public Works representative, (954) 786-4030, for assistance in obtaining one.

- Every member of the group should have a set of heavy gloves. Leather gloves are recommended because they better protect the hands from sharp objects. If assistance is needed in obtaining proper gloves, please contact a Public Works representative, (954) 786-4030, for assistance in obtaining them.

- The removal of litter bags is critical in the clean-up effort. Contact Public Works, (954) 786-4030, prior to the litter removal effort date to schedule a date for the removal of the litter bags.

ARRIVING TO THE SITE

- Have transportation available. The Safety Supervisor should be responsible for ensuring every member of the group has transportation.

- Parking of automobiles associated with the litter removal effort should be clear of the roadway. It is best to use a parking lot to park all vehicles.

- Carpooling to the clean-up site is encouraged. This will minimize the number of vehicles that need to be parked during the effort. Using one vehicle to shuttle members from a parking lot to the clean-up site is effective.

DRESSING FOR SAFETY

- Do not wear clothing or use headphones that will restrict vision or hearing. These accessories distract your attention from what you are doing and may result in injury.
- Remember to wear the safety vest. Each member should have an orange vest. The City will loan these to the organization prior to the day of each scheduled litter removal effort.
- Wear light colored clothing.
- Wear leather closed toe shoes or boots. Sneakers are not recommended due to they may be torn easily by nails or broken glass.
- Wear a hat, sunglasses, sunscreen or a long sleeved shirt to protect against harmful sunrays.

THE DAY OF LITTER REMOVAL

- Stay clear of any construction. If there are construction barricades or pylons in the road, do not enter into those areas until those items are removed. If there is construction and a clean-up effort going on simultaneously, it will lead to driver confusion and potentially an accident.
- Alcoholic beverages or illegal drugs will not be tolerated during the effort. Those members of the organization taking prescription drugs should not participate until they are no longer on the prescribed medication(s).
- An adequate supply of drinking water should be made available for all group members participating in the effort.
- Work only during daylight hours and avoid peak travel times. The recommended time for litter removal is between the hours of 8:00 A.M. and 12:00 Noon.
- A safety briefing prior to each litter clean-up effort should be performed.
- If available, display two crew working safety signs in the area the clean-up effort. The signs should be displayed so traffic coming from either direction sees them.
- Have a phone available.
- Know the route from the litter removal site to the nearest emergency center or hospital. This is an important procedure incase you cannot contact the police or EMS for help.

- Participants should always face oncoming traffic. Walk down the side of the road facing traffic in order to be able to detect erratic drivers. If you see a car that is driving carelessly, direct everyone off the road.

- Provide adult supervision for youth groups or young participants. Children under 12 years of age should not be allowed on the project, despite how mature they may seem. Teenagers must have adult supervision.

- Avoid overexertion. Make all attempts to keep the time to remove litter on both sides of the street to 1½ to 2 hours maximum.

- Be alert for snakes, rodents and other wild animals.

- Avoid contact with hazardous substances. If a member of the organizations encounters any buckets, bottles, barrels, boxes or jugs of anything that is not identifiable, do not pick it up. Notify the Public Works representative on the next business day to have it removed. Report any found weapons to the Broward County Sherriff's office (954) 764-4357. Remember not to touch the weapon.

- Do not remove items on bridges or overpasses. Avoid these areas because the traffic is usually heavy.

- Do not remove items from the medians. Your area of responsibility starts at the edge of the road and extends no more than 10 feet towards the property line.

- Do not enter the roadway or shoulder of the road to remove an item. If some debris is in the road, do not pick it up. Inform the Public Works representative on the next business day; however if the item poses a danger to traffic, please contact the Broward County Sherriff's office at (954) 764-4357 to have someone remove the item.

City of Pompano Beach
Adopt-A-Street Program

SAFETY ORIENTATION BRIEFING FORM

(Copies should be made of this form and completed on day of clean-up)

Organization Name: Men of Virtue & Ethics, INC.

Safety Orientation Briefed By (Print Name): Daniel Rush

Title within Organization: Chairman & C.E.O.

Signature of Safety Supervisor:_____

Number of Bags Collected: _____

Date of Litter Removal Effort: _____

Mail this completed form to:

Russell Ketchem
City of Pompano Beach
Public Works Department
1190 NE 3rd Ave.
Pompano Beach, FL 33060

Or you can fax it to:

Russell Ketchem
City of Pompano Beach
Public Works Department
(954) 786-4011

THE CITY OF POMPANO BEACH

ADOPT-A-STREET PROGRAM

APPLICATION FOR ADOPT-A-STREET PROGRAM
(please type or print)

The City of Pompano Beach Public Works Department will work with the adopting group to determine the specific section of City roadway to be adopted. Interstate highways, certain divided highways and roadways where a lack of sufficiently wide right-of-way causes safety hazards will not be considered adoptable roadways.

Men of Virtue & Ethics, INC. — 05-18-15
(Name of Organization) — (Date)

6574 N. State Road 7 #431
(Mailing Address)

Coconut Creek, FL 33073
(City, Zip Code)

Daniel Rush
(Authorized Individual)

Daniel Rush — (954)549-9486
(Name of Contact Person) — (Day Phone Number)

6574 N. State Road 7 #431 — (954)549-9486
(Mailing Address) — (Evening Phone Number)

Coconut Creek, 33073
(City, Zip Code)

Approximate number of members participating in the clean-up: 20

City road section(s) you are interested in adopting:
Assigned:

1. NW 3rd Ave From MLK Blvd North To ☐
2. NW 12th Ct ☐
3. _____ ☐

CITY OF POMPANO BEACH
ADOPT-A-STREET PROGRAM

LITTER REMOVAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida (hereinafter referred to as "CITY")

and

Men of Virtue & Ethics, INC.
(hereinafter referred to as the GROUP).

WITNESSETH:

WHEREAS,

Men of Virtue & Ethics, INC. is a part of the City of Pompano Beach's Road System; and

WHEREAS, the CITY has responsibility for operation and maintenance of the CITY Road System; and

WHEREAS, the City Commission encourages the implementation of an "Adopt-A-Street" Program to permit participation by local organizations in roadway litter removal projects; and

WHEREAS, the GROUP is desirous of adopting a portion of a roadway within the CITY to remove litter;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

GROUP AGREES TO:

A. Adopt the right of way adjacent to N.W. 3rd Ave From MLK Blvd North T. N.W. 12th G.

(hereinafter "Adopted Road Section").

B. Perform litter removal on the Adopted Road Section at least four times per year in strict accordance with the Florida Department of Transportation (FDOT) Accident Prevention Manual, Safe Field Work Practices Topic No. 500-000-015, the Federal Manual on Uniform Traffic Control Devices (MUTCD), and Florida Department of Transportation Design Roadway and Standard Index 602.

C. Conduct and require all participating members to attend safety meetings and pre-task briefings prior to litter removal in accordance with FDOT's Accident Prevention Procedures Manual Topic No. 500-080-003b.

D. Remove litter during daylight hours only.

E. Remove litter during good weather conditions only.

F. Contact the CITY's Public Works Solid Waste Division at (954) 786-4030 to coordinate litter removal times with CITY personnel.

G. Ensure that all participants wear safety vests at all times during the litter removal activity.

H. Not pick up litter at construction or maintenance sites, in tunnels, on bridges or overpasses or on medians.

I. Only allow such persons to participate as are determined by the GROUP to be responsible enough to safely participate in the litter removal activities. Participating youths must be at least 12 years of age and the GROUP shall provide at least one adult supervisor for every 5 youths aged 12-15 who are participating in the litter removal activity.

J. Provide at all times at least one person over the age of 18 who is generally responsible on site for supervising all litter removal activities.

K. Not bring persons to observe the activity, unless the person is over the age of 16.

L. Not wear clothing or headphones which would hinder the sight or hearing of the participants.

M. Place the filled litter bags in locations at each end of the GROUP's Adopted Road Section, near to the Adopt-A-Street signs, in such a manner as not to constitute an obstruction to sight, pedestrians or vehicles.

N. Indemnify and hold harmless, the CITY, its employees, officers or agents, from any claim, loss, damage, cost, charge or expense arising out of any, action, neglect or omission by the GROUP during the performance of the Agreement, whether direct or indirect and whether to any person or property to which CITY or said parties may be subject, except that neither the GROUP nor any of its members shall be liable under this provision for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the CITY and its employees, officers or agents.

ARTICLE II

CITY AGREES TO:

A. Install Adopt-A-Street signs at the beginning and end of the Adopted Road Section for the period that this Agreement is in effect.

B. Provide a safety orientation, plastic trash bags and loan the GROUP orange safety vests and orange safety signs.

C. Remove the filled plastic bags when placed near to the Adopt-A-Street signs.

D. Remove unusual, large, heavy or hazardous items of litter.

ARTICLE III

BOTH PARTIES UNDERSTAND:

A. That members of the GROUP participating in litter pick-up are providing volunteer services to the GROUP and not to the CITY.

B. That the Agreement shall remain in effect for a two-year period. CITY or GROUP may terminate this Agreement for any reason upon fifteen (15) days' written notice.

C. The Agreement is non-transferable and non-assignable.

D. The Agreement covers litter removal activities only. No beautification activities are authorized by this Agreement.

E. CITY's Public Works Department shall screen and select the section of CITY roadways to be adopted and may upon written notice to GROUP select a different section of road for their participation.

F. The Director of the CITY's Public Works Department shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution of fulfillment of the services hereunder and the character, quality, amount and value thereof of this decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

"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:

_____
MARK BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

"GROUP":

Witnesses:

Men of Virtue & Ethics, INC.
Name of Group

By: _____

Daniel Rush
Typed or Printed Name

Title: Chairman & C.E.O.

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21 day of May, 2015 by Daniel Rush as Chairman of Men of Virtue and Ethics, Inc., on behalf of Men of Virtue and Ethics, Inc.

He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Notary Public State of Florida
Pamela J Pearce
My Commission FF 110723
Expires 05/02/2018

Pamela J Pearce
NOTARY PUBLIC, STATE OF FLORIDA

Pamela J Pearce
(Name of Acknowledger Typed, Printed or Stamped)

FF 110723
Commission Number

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Not For Profit Corporation

MEN OF VIRTUE & ETHICS INC

Filing Information

Document Number	N14000006439
FEI/EIN Number	47-1333601
Date Filed	07/09/2014
Effective Date	08/01/2014
State	FL
Status	ACTIVE

Principal Address

6574 NORTH STATE ROAD 7
#431
COCONUT CREEK, FL 33073

Changed: 03/10/2015

Mailing Address

6574 NORTH STATE ROAD 7
#431
COCONUT CREEK, FL 33073

Changed: 03/10/2015

Registered Agent Name & Address

RUSH, DANIEL
6574 NORTH STATE ROAD 7
#431
COCONUT CREEK, FL 33073

Name Changed: 03/10/2015

Address Changed: 03/10/2015

Officer/Director Detail

Name & Address

Title Chairman

RUSH, DANIEL
6574 NORTH STATE ROAD 7

#431
COCONUT CREEK, FL 33073

Title VC

CAMPBELL, STEPHEN
6574 NORTH STATE ROAD 7
#431
COCONUT CREEK, FL 33073

Title Treasurer

MCCAIN, MICHAEL
6574 NORTH STATE ROAD 7
#431
COCONUT CREEK, FL 33073

Title Secretary

ZELE, MARKENEL
6574 NORTH STATE ROAD 7
#431
COCONUT CREEK, FL 33073

Annual Reports

Report Year	Filed Date
2015	03/10/2015

Document Images

03/10/2015 -- ANNUAL REPORT	View image in PDF format
07/09/2014 -- Domestic Non-Profit	View image in PDF format

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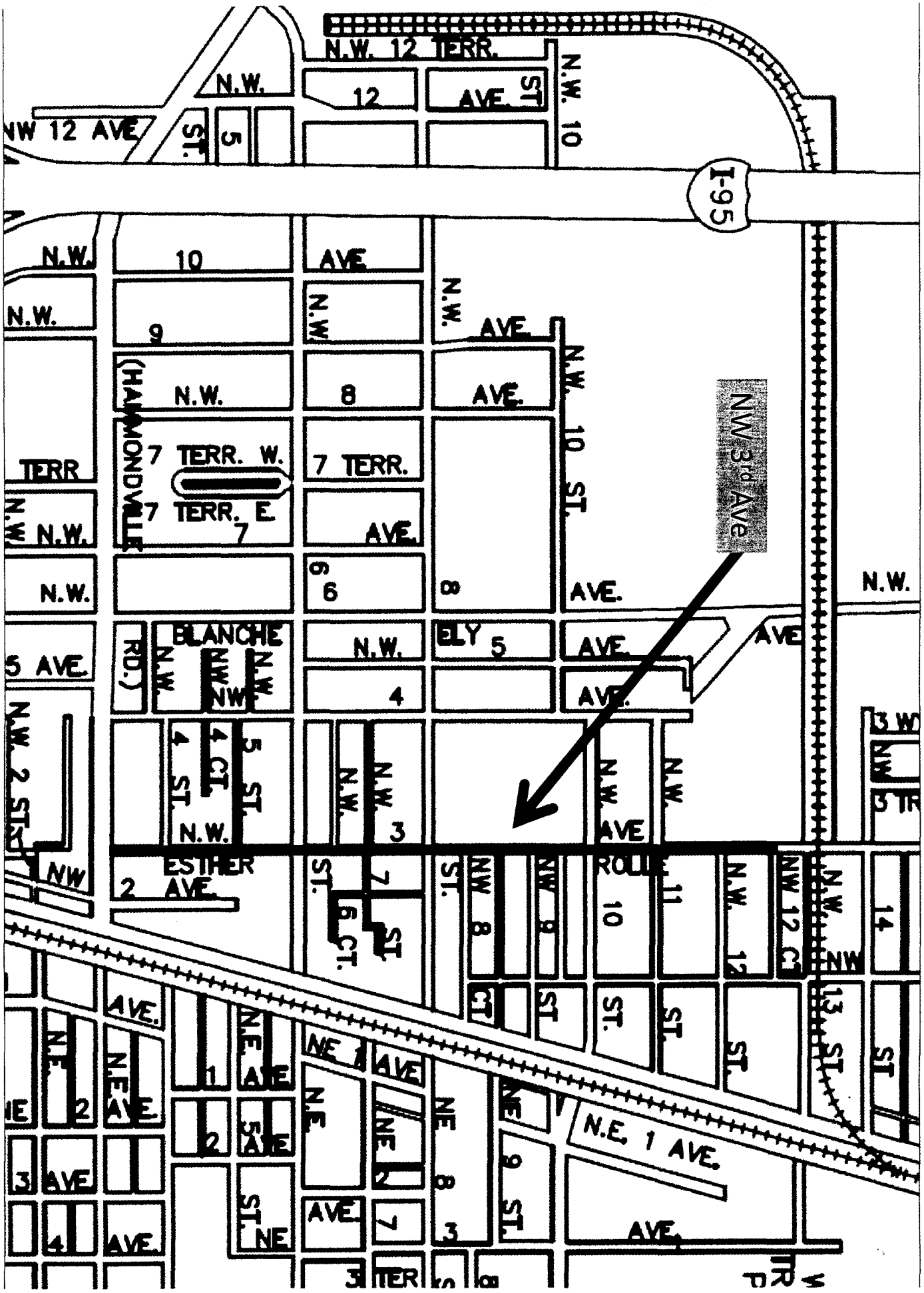
State of Florida, Department of State


N.W. 12 TERR.
N.W. 12 AVE.
N.W. 10 ST.
I-95
N.W. 3rd Ave
(HAMMONDVILLE RD.)
7 TERR. W.
7 TERR. E.
7 TERR.
BLANCHE
ELY
ESTHER
ROLLE
N.E. 1 AVE.

Meeting Date: September 8, 2015 Agenda Item 5

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 AMENDED COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CHOICES NETWORK SYSTEMS, INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF HOME INVESTMENT PARTNERSHIPS PROGRAM PROJECTS; PROVIDING AN EFFECTIVE DATE. (HOME Funds - $82,510.88)

Summary of Purpose and Why:

Choices Network Systems, Inc. was approved as part of the Annual Action Plan by the City Commission for the FY 2014-2015 funding year. Funds were originally to be leveraged for acquisition of the property at 2861 NW 5th Street for $125,000.00. However, the purchase contract was terminated by Choices because the home was not renovated as promised.

The Amended CHDO Agreement changes the property address to a home at 2912 NW 2nd Street, Pompano Beach, FL 33069 for $107,000.00. Amendment of the original Agreement is necessary because the 2013 Final HOME Rule changed the regulations to require that HOME-funded Agreements refer to specific projects; we are no longer allowed to generally describe the properties that receive funding. Closing is scheduled for September 11, 2015.

This project will provide Transitional Independent Living Housing to Pompano Beach low and moderate income youths who have aged out of the foster care system. Affordable housing will be made available to youths between 18-23 years of age. This Resolution approves the required CHDO Agreement for the utilization of HOME Funds in the amount of $82,510.88

STRATEGIC PLAN

5.1.3. Enter into three (3) agreements with private and non-profit developers to develop affordable housing

(1) Origin of request for this action: Office of Housing and Urban Improvement
(2) Primary staff contact: Mark Korman/Miriam Carrillo, Director Ext. 4656
(3) Expiration of contract, if applicable: September 30, 2015
(4) Fiscal impact and source of funding: HOME Funds in the amount of $82,510.88

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
OHUI	8/13/15	Approval	for Miriam Carrillo
Finance	8/13/15	Approval	
City Attorney	8/14/15		

X City Manager

ACTION TAKEN BY COMMISSION:

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

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDED CHDO AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CHOICES NETWORK SYSTEMS, INC., PROVIDING FOR THE FUNDING AND ADMINISTRATION OF HOME INVESTMENT PARTNERSHIPS PROGRAM PROJECTS; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Amended CHDO Agreement between the City of Pompano Beach and Choices Network Systems, Inc., providing for the Funding and Administration of HOME Investment Partnerships Program Projects, a copy of which Agreement is attached hereto and is 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 Amended Agreement between the City of Pompano Beach and Choices Network Systems, 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

AMENDED AGREEMENT BETWEEN
THE CITY OF POMPANO BEACH
AND
CHOICES NETWORK SYSTEMS, INC.

THIS AMENDED AGREEMENT ("AGREEMENT") MADE this ___ day of_____, 20___ by and between the City of Pompano Beach, hereinafter referred to as the "CITY", and which is located at 100 West Atlantic Blvd, Pompano Beach, Florida 33060 and Choices Network Systems, Inc., a nonprofit corporation hereinafter referred to as the "CHDO" and which is located at 2300 NW 6th Street, Pompano Beach, FL 33069.

FUNDING SOURCE:	**HOME Investment Partnerships Program "HOME Program"**
AMOUNT:	**$82,510.88**
TERM OF THE AGREEMENT:	**Upon Execution through September 30, 2015**
IDIS NUMBER (to be completed by the City):	
DUNS NUMBER:	**14-606753**
CFDA:	**14.239**

WITNESSETH:

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program ("HOME Program") Funds from the U.S. Department of Housing and Urban Development (HUD), including a minimum of 15% of its annual HOME entitlement allocation that is to be reserved for investment in housing to be developed, sponsored, or owned by Community Housing Development Organizations (CHDOs) as defined in the HOME Final Rule; and

WHEREAS, the CHDO represents that it is fully qualified as a Community Housing Development Organization (CHDO), has paid staff with development experience as required by 24 CFR Part 92, has the capacity to own, develop, and manage rental housing, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does offer to perform such services for the CITY; and

WHEREAS, the CHDO has submitted a proposal for use of CHDO funds for a CHDO-eligible PROJECT under HOME regulations; and

WHEREAS, the CITY, in accordance with its Annual Action Plans for the applicable years, and the CHDO desire to carry out the activities specified in Exhibit B of this Agreement and related to the ownership,

development and management of certain affordable rental housing in the City of Pompano Beach, located at ~~2861 NW 6th Street~~ 2912 NW 2nd Street, Pompano Beach, Florida ("the PROJECT"); and

WHEREAS, the CITY desires to engage the CHDO to implement such undertakings of the HOME Program and has agreed to make available HOME Program funds to the CHDO for ownership, development and management related to the development of the PROJECT; and

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agrees as follows:

EXHIBITS: Attached hereto and forming a part of this Agreement are the following Exhibits:

Exhibit A	Resolution Authorizing Execution of this Agreement
Exhibit B	Work Program
Exhibit C	Compensation and Budget Summary
Exhibit D	Certification Regarding Lobbying Form
Exhibit E	Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions form).
Exhibit F	Crime Entity Affidavit
Exhibit G	Proceeds

Section I – Definitions and Purpose

1. **Definitions**

A. **AGENCY** – is hereby defined as the Office of Housing and Urban Improvement, the HOME Program administering agency of the City of Pompano Beach. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this Agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the CHDO from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **AGENCY APPROVAL** – means the written approval of the **DIRECTOR** or designee.

C. **COMPENSATION** – is hereby defined as the amount of money the CITY agrees to pay and the CHDO agrees to accept as payment in full for the WORK as further detailed in Exhibit B – SCOPE OF WORK and made a part thereof of this agreement.

D. **DIRECTOR** – is hereby defined as the Director of the Office of Housing and Urban Improvement of the CITY.

E. **HOME** – is hereby defined as the HOME Investment Partnership Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (D) AND 12701 – 12839.

F. **LOW/MODERATE-INCOME HOUSEHOLD (LMI)** means the definitions set by the U.S. HUD.

G. **PROJECT** – is hereby defined as the building (s) and structures that are in part or in whole being financed by the proceeds of HOME funds being awarded under this CHDO Agreement and as further detailed in Section III below.

H. **U.S. HUD** means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD's behalf.

I. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the CHDO in the role of a CHDO.

J. Other terms used herein shall be defined as they appear at 24 CFR 92.2.

2. Purpose

The purpose of this Agreement is to state the covenants and conditions under which the CHDO will implement the Scope of Services set forth in Exhibit B of this Agreement.

Section II – Compensation, Use, Term, Method and Conditions of Payment

1. Maximum Compensation & Use

CHDO Subsidy Funds: The CITY agrees to provide the CHDO with a deferred payment, zero-interest, forgivable loan in the amount not to exceed the total authorized sum of **Eighty-Two Thousand Five Hundred Ten and 88/100 ($82,510.88)** in HOME funds for eligible acquisition expenses related to the PROJECT. In accordance with the terms outlined in Exhibits "B" & "C" of this Agreement, the CHDO shall apply the funds to purchase of one (1) single family home in Pompano Beach, Florida in accordance with subsidy limits established by the CITY and in conformance with Qualification as Affordable Housing: Rental Housing limits at 24 CFR 92.252.

Section III - The PROJECT

PROJECT Description

The PROJECT consists of the acquisition of one (1) three-bedroom, two bath single family dwelling unit designed to provide affordable Transitional independent Living rental housing in Pompano Beach, Florida.

Section IV – PROJECT Requirements

The CHDO agrees to comply with all requirements of the HOME Program as stated in the 24 CFR Part 92, including but not limited to the following:

A. Purchase Date: The Purchase Date of the PROJECT shall be such date as proposed by the CHDO and agreed to by the CITY, but in no event later than September 30, 2015.

B. Affordability Requirements: The parties understand and agree that the PROJECT is designed to increase the number of affordable housing units in the CITY. In order to ensure affordability, housing units provided for in this Agreement must meet the affordability requirements as provided in 24 CFR 92.252. Accordingly, the period of time that the units must remain affordable must not be less than five (5) years if the HOME assistance per-unit is under $15,000; not less than ten (10) years if the per-unit HOME assistance is between $15,000 and $40,000; and not less than fifteen (15) years if the per-unit HOME assistance is over $40,000. All new construction or acquisition of new housing has a minimum affordability period of 20 years. The affordability period is calculated from the date of initial occupancy. The affordability requirements apply without regard to the term of any loan or mortgage or the transfer of ownership. They shall be imposed by deed restrictions, covenants running with the land, or other mechanisms approved by HUD, except that the affordability restrictions may terminate upon foreclosure or transfer in lieu of foreclosure. The parties further agree that the CITY may use purchase options, right of first refusal or other preemptive rights to purchase the housing before foreclosure or deed in lieu of foreclosure to preserve affordability. The affordability restrictions shall be revived according to the original terms if, during the original affordability period, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the PROJECT or property.

The CHDO shall collect and maintain PROJECT beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD Technical Guide for Determining Income and Allowances Under the HOME Program.

C. Environmental Review: No HOME PROJECT funds will be advanced, and no costs can be incurred, until the CITY has conducted an environmental review of the proposed PROJECT site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the PROJECT.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development [or the State of FLORIDA] under 24 CFR Part §58.

Further, the CHDO will not undertake or commit any funds to physical or choice-limiting actions, including property new construction prior to the environmental clearance and agrees that the violation of this

provision may result in the denial of any funds under the agreement. The CHDO also agrees to assemble information as required by the CITY to complete the environmental assessment and/or statutory checklist completed, as applicable.

D. Mortgage/Security Instrument: The HOME funds advanced to the PROJECT will be secured by a mortgage, note and restrictive covenant as required by 24 CFR 92. The CITY agrees that the HOME mortgage shall be subordinate to any private sector construction or permanent loan. The CHDO assures that any mortgages, note and restrictive covenant recorded for CHDO shall be in compliance with 24 CFR 92.254 and that the OHUI will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

E. Property Eligibility: The CHDO agrees that the HOME assisted unit will be in compliance with 24 CFR 92.254, including documentation that he property is eligible under 92.254(a)(1) – (2), and will maintain compliance during the minimum compliance period.

F. Non-Discrimination/Affirmative Marketing: In the selection of occupants for PROJECT units, the CHDO shall comply with all non-discrimination requirements of 24 CFR 92.350. If the PROJECT consists of five (5) or more units, the CHDO will implement affirmative marketing procedures as required by 24 CFR 92.351. Such procedures are subject to the approval of the AGENCY.

G. Match: The CHDO will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME Program.

H. Subcontracts: Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order and shall be subject to each provision of this Agreement. Proper documentation in accordance with CITY, State, and Federal guidelines and regulations must be submitted by the CHDO to the AGENCY and approved by the AGENCY prior to execution of any subcontract hereunder. In addition, all subcontracts shall be subject to Federal, State and CITY laws and regulations.

None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the DIRECTOR or designee.

I. PROJECT Beneficiaries: One hundred percent (100%) of the beneficiaries of a PROJECT funded through this Agreement must be LMI persons. The PROJECT funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. The CHDO shall provide written verification of compliance to the AGENCY upon request.

J. Relocation: The CHDO warrants that selected units under the PROJECT were unoccupied prior to the beginning of negotiations with the property owner.

Section V – CHDO Provisions

A. CHDO Certification: It is understood that the CHDO has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the PROJECT/AGREEMENT in

accordance with 24 CFR 92. CHDO agrees to provide information as may be requested by the AGENCY to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance. CHDO represents that it is fully qualified as a Community Housing Development Organization (CHDO), has paid staff with development experience as required by 24 CFR Part 92, has the capacity to own and manage rental housing and possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein.

B. CHDO PROJECT Proceeds:

Rental income from the PROJECT is operating income and not CHDO proceeds because it owns the PROJECT. The funds must be reinvested in the PROJECT.

Section VI– Procurement Standards

The CHDO shall establish procurement procedures to ensure that material and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the CHDO shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40-48. All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the CITY's Purchasing Guidelines, OMB Circulars A-110 and A-122 which are incorporated herein by reference.

Section VII – Conflict of Interest Provisions

The CHDO covenants that no person who presently exercises any functions or responsibilities in connection with the PROJECT has any personal financial interest, direct or indirect, in the activities provided under this Agreement which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the CHDO. Any possible conflict of interest on the part of the CHDO or its employees shall be disclosed in writing to the AGENCY provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of lower- income residents of the PROJECT area.

In addition, no member of Congress of the Unites States, official or employee of HUD, or official or employee of the Participating jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted PROJECT or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the CHDO in writing to the Participating Jurisdiction. The CHDO must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356 and 84.42, as they apply.

Section VIII– Equal Employment Opportunity

During the performance of this contract, the CHDO agrees as follows:

The CHDO agrees that no person shall on the grounds of race, color, disability, national origin, religion, age, familial status, sex or sexual orientation be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement. The CHDO also agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin(s). The CHDO will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation or national origin(s). The CHDO agrees to comply with all requirements of Section 202 of Executive Order No. 11246 of September 24, 1965 or by rule, regulations, or orders of the Secretary of Labor or as otherwise provided by law. These requirements include, but are not limited to terms of employment, notices, advertisements, consideration for employment, access to records and accounts, sanctions, and agreements with subcontractors. Upon receipt of evidence of such discrimination, the CITY shall have the right to terminate this Agreement.

Section IX – Labor, Training & Business Opportunity

The CHDO agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

It is agreed that the WORK to be performed under this agreement is on a PROJECT assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the PROJECT area, and that contracts for work in connection with the PROJECT are awarded to business concerns which are located in, or owned in substantial part by persons residing in the PROJECT area.

Section X– Compliance with Federal, State & Local Laws

The CHDO covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The CHDO covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The CHDO agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The CHDO further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000. The CHDO also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

The CITY shall have the right under this Agreement to suspend or terminate payments until the CHDO complies with any additional conditions that may be imposed by the CITY or U.S. HUD at any time.

Section XI – Suspension & Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the CHDO materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

If, through any cause, the CHDO shall fail to fulfill in timely and proper manner its obligations under this contract, or if the CHDO shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the CHDO of such termination and specifying the effective date thereof, at least five (5) days before the date of such termination. In such event, the CHDO shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the CHDO shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the CHDO and the CITY may withhold any payments to the CHDO for the purpose of setoff until such time as the exact amount of damages due to the CITY from the CHDO is determined whether by court of competent jurisdiction or otherwise.

Section XII– Termination for Convenience of the CITY

The CITY may terminate for its convenience this contract at any time by giving at least thirty (30) days notice in writing to the CHDO. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the CHDO will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the CHDO covered by this contract, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XII – Default-Loss of Grant Funds

If the CHDO fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the CHDO refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in this agreement, the CHDO shall be in default and notice in writing shall be given to the CHDO of such default by the AGENCY or an agent of the AGENCY. If the CHDO fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the CHDO pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the CHDO will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this PROJECT.

Such termination shall not effect or terminate any of the rights of the CITY as against the CHDO then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the CHDO to complete the PROJECT in accordance with the terms of this agreement.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XIV – Reporting & Recordkeeping Responsibilities

The CHDO agrees to submit monthly reports to the AGENCY by the 15th day of the month following the end of the month and starting the next month following the date of execution of this Agreement. The reports shall include detailed information on the status of the PROJECT as detailed in Exhibit B of this Agreement.

The AGENCY will send the CHDO one reminder notice if the monthly report has not been received fifteen (15) days after the due date. If the CHDO has not submitted a report fifteen (15) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the CHDO agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the PROJECT.

The CHDO agrees to maintain records of all documents as to its CHDO eligibility, income documentation of all assisted households, property standards compliance documents, copies of financial records, price/value determination information and resale/recapture documents.

Section XV – Inspection, Monitoring & Access to Records

The CITY reserves the right to inspect, monitor, and observe work and services performed by the CHDO at any and all reasonable times. The CITY reserves the right to audit the record of the CHDO any time during the performance of this Agreement and for a period of five years after final payment is made under this Agreement.

If required, the CHDO will provide the AGENCY with a certified audit of the CHDO's records representing the Fiscal year during which the PROJECT becomes complete whenever the amount listed in SECTION VII is at or exceeds $500,000, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CHDO or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XVI – General Conditions

A. Data Becomes CITY Property: All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the CHDO for the purpose of this Agreement shall become the property of the CITY without restriction, reservation, or limitation of their use and shall be made available by the CHDO at any time upon request by the CITY. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to the CITY if requested. In any event, the CHDO shall keep all documents and records for five (5) years after expiration of this Agreement.

B. Indemnification: The CHDO shall protect, defend, reimburse, indemnify and hold the CITY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the CHDO. CHDO's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The CHDO will hold the CITY harmless and will indemnify the CITY for funds which the CITY is obligated to refund the Federal Government arising out of the conduct of activities and administration of the CHDO.

C. Insurance:

At all times during the term hereof, the CHDO shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the CHDO shall furnish to the CITY original certificates of insurance indicating that the CHDO is in compliance with the provisions of this Article.

CHDO shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CHDO shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been provided to, and approved by, CITY. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, CHDO shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

At all times during the term hereof, the CHDO shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the CHDO shall furnish to the CITY original certificates of insurance indicating that the CHDO is in compliance with the provisions of this Article. The insurance shall list CITY as an additional insured.

CHDO shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CHDO shall not commence work until the required insurance is in force and evidence of insurance

acceptable to CITY has been provided to, and approved by, CITY. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, CHDO shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"
Part Two:	$ 1,000,000 Each Accident
	$ 1,000,000 Disease -Policy Limit
	$ 1,000,000 Disease -Each Employee

If applicable, CHDO may, alternatively, submit its signed acknowledgement on a form provided by CITY that it has fewer than four employees, has elected not to purchase Worker's Compensation insurance to cover those employees, and has posted notice(s) declaring the absence of Worker's Compensation Insurance coverage, as required by the State of Florida.

General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured-Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 300,000 General Aggregate
$ 200,000 Products/Completed Operations Aggregate
$ 200,000 Personal and Advertising Injury
$ 200,000 Each Occurrence

Automobile Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for automobile liability, CHDO shall procure Automobile Liability Insurance. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 300,000 Each Occurrence -Bodily Injury and Property/Damage Combined

Hazard Insurance

CHDO shall keep the improvements now existing or hereafter erected as part of the PROJECT insured against loss by fire, hazards included within the term "extended coverage", flood (if the PROJECT is located where such insurance can be purchased), and such other hazards as the AGENCY may require for replacement cost and/or in such other amounts and for such periods as the AGENCY may require.

Professional Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for sources of liability out of the rendering or failure to render those services, CHDO shall procure Professional Liability Insurance. Such insurance shall be on a form acceptable to CITY and shall cover CHDO for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 300,000 Each Claim/Annual Aggregate

The insurance provided by CHDO shall apply on a primary basis. Any insurance, or self-insurance, maintained by the CHDO shall be excess of, and shall not contribute with, the insurance provided by CHDO. Except as otherwise specified, no deductible or self-insured retention is permitted.

Neither approval nor failure to disapprove insurance furnished by CHDO shall relieve CHDO from responsibility to provide insurance as required by this Agreement.

CHDO shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

CHDO'S failure to obtain, pays for, or maintains any required insurance shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, CITY may use the services of another CHDO or CHDOs, without CITY'S incurring any liability to CHDO.

(2) Additional Insured

The CHDO shall agree to endorse the CITY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "The City of Pompano Beach, a Political Subdivision of the State of Florida, its Officers, Employees and Agents". The CHDO shall agree the Additional Insured endorsements provide coverage on a primary basis.

(3) Certificate of Insurance

The CHDO shall agree to deliver to the CITY a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of the Contract by the CITY. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

(4) Right to Review and Adjust

The CHDO shall agree the CITY, by and through its Risk Management Department, in cooperation with the Department of Community Planning and Development, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverage's, or endorsements, herein from time to time throughout the life of this Agreement. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

D. Maintenance of Effort: The intent and purpose of this Agreement is to increase the availability of the CHDO's services. This Agreement is not to substitute for or replace existing or planned PROJECTs or activities of the CHDO. The CHDO agrees to maintain a level of activities and expenditures, planned or existing, for PROJECTs similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

E. Notices: All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY'S address:	City of Pompano Beach 100 West Atlantic Blvd Pompano Beach, FL 33060
CHDO's address:	Choices Network Systems, Inc. 2300 NW 6th Street Pompano Beach, FL 33069

F. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

G. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall rule.

H. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

I. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Florida.

J. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Pompano Beach, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

K. The CHDO shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the Labor Regulations (29 CFR Part 3), as amended.

L. The CHDO shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Labor Regulations (29 CFR, Part 5), as amended.

M. The CHDO further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The CHDO also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

N. The obligations undertaken by CHDO pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

O. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

P. CHDO shall indemnify and save CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of CHDO's activities under this Agreement, including all other acts or omissions to act on the part of CHDO, including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and

from and against all costs, attorney fees, expenses and liabilities in the defense of any such claims, or in the investigation thereof.

Q. CHDO and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to state Compensation benefits as an employee of the CITY.

R. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

IN WITNESS WHEREOF, the parties have caused this Amendment to Agreement to be duly executed on the day and year first above written.

"CHDO"

Choices Network Systems, Inc.
A Florida non-profit corporation

Witnesses:

Elise Nelson
Printed Name

Keshia Coffie
Printed Name

By: _____
Signature

Wylie L. Howard, Sr.
Name Printed, Typed or Stamped

Title: Founder / CEO

(SEAL)

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 6th day of August, 2015 by Wylie L. Howard Sr, as Founder/CEO of Choices Network Systems, Inc, a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL

ANGELA R. DEAL
Notary Public - State of Florida
My Comm. Expires Sep 16, 2016
Commission # EE 833772
Bonded Through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

\

"CITY"

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
Dennis Beach, CITY MANAGER

Attest:

_____
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As to Form:

_____
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

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

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

EXHIBIT A

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 AMENDED CHDO AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CHOICES NETWORK SYSTEMS, INC., PROVIDING FOR THE FUNDING AND ADMINISTRATION OF HOME INVESTMENT PARTNERSHIPS PROGRAM PROJECTS; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Amended CHDO Agreement between the City of Pompano Beach and Choices Network Systems, Inc., providing for the Funding and Administration of HOME Investment Partnerships Program Projects, a copy of which Agreement is attached hereto and is 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 Choices Network Systems, 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

EXHIBIT B

Amended Agreement Between
The City of Pompano Beach & Choices Network Systems, Inc.
2014-2015

SCOPE OF WORK

The CHDO, in close coordination with the CITY, shall perform all professional services (the "WORK") necessary to complete the PROJECT in full compliance with the terms of this Agreement:

It is understood that the CHDO will provide a specific working budget, copies of required sub-agreements and realistic timetable. The applicable budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line terms.

I. **The CHDO agrees to:**

Acquire the home located at ~~2861 NW 5th Street~~ 2912 NW 2nd Street in Pompano Beach, Florida to provide affordable Transitional Independent Living rental housing.

II. **The CITY agrees to provide the following services through the AGENCY:**

A. Provide up to **Eighty-Two Thousand Five Hundred Ten and 88/100 ($82,510.88)** in HOME funds for the Project costs described in Paragraph I, above

B. The CITY shall provide to the CHDO information regarding its requirements for the PROJECT.

C. The CITY will provide the CHDO with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.

D. The CITY will conduct progress inspections of work completed to protect its interests and regulatory authority for the project, and will provide information to the CHDO regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances. Nothing contained herein shall relieve the CHDO of any responsibility as provided under this Agreement.

E. Act as fiscal agent in processing disbursements of up to **Eighty-Two Thousand Five Hundred Ten and 88/100 ($82,510.88)** in HOME funds for the Project costs described in Paragraph I, above.

F. Conduct Housing Quality Standards Inspection prior to and upon completion of new construction activities.

J. Provide a determination that applicant households are income eligible under HUD guidelines based on income and household size. Provide a determination that the sites are in conformance with Federal environmental requirements.

H. Provide technical assistance to ensure compliance with HOME, U.S. HUD, and applicable State, Federal and CITY regulations and this Agreement.

I. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.

J. Monitor the CHDO at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by OHUI and will serve to ensure compliance with U.S. HUD and OHUI regulations and to verify the accuracy of reporting procedures to OHUI on program activities as described.

EXHIBIT C

COMPENSATION AND BUDGET SUMMARY

CHOICES NETWORK SYSTEMS, INC.

A. **All payments shall be in the form of reimbursements for program services provided. CHDO will be paid according to the approved budget submitted to the CITY for the specific program. The Project budget determined for the funding period beginning October 1, 2014 through September 30, 2015 is as follows:**

	Source: *CDBG/HOME*	Source: *Fundraising*	Source: *Grants*	Source: *Other*	Total Project Cost:
Revenue Sources	**$82,510.88**			**$88,438.12**	**$170,949.00**
Project Costs (include all costs directly related to delivering this service or accomplishing this project)					
Salary & Wages				**20,000.00**	
Employee Benefits				**3,400.00**	
Professional Contract Services				**3,500.00**	
Office Supplies				**250.00**	
Postage/Printing					
Notices/Subscriptions					
Utilities					
Travel/Training				**500.00**	
Rent/Facility Costs					
Repair/Maintenance				**15,000.00**	
Insurance, Legal & Financial Services				**2,000.00**	
Fundraising					
Subtotal: Project Costs	$82,510.88			$88,438.12	$170,949.00
Explain Other Costs *(include other costs over $500 needed to implement this service or project)*					
Acquisition					
Rehabilitation					
Subtotal: Other Costs					
Grand Total:	**$82,510.88**			**$88,438.12**	**$170,949.00**

The City shall pay Choices Network Systems, Inc. (hereinafter referred to as the "CHDO,") as maximum compensation for acquisition of the home required pursuant to this Amended Agreement, the sum of **Eighty-Two Thousand Five Hundred Ten and 88/100 ($82,510.88).**

B. During the term hereof and for a period of one (1) years following the date of the last payment made hereunder, the CITY shall have the right to review and audit the time records and related records of the CHDO pertaining to any payments by the CITY.

C. Requests for payment should be made at least on a monthly basis, by the 15th of the month. Reimbursement requests should be submitted to the City within thirty (30) calendar days after the indebtedness has been incurred on the reimbursement request form provided by the Office of Housing and Urban Improvement.

D. The CHDO must submit the final request for payment to the City within 30 calendar days following the expiration date or termination date of this Agreement on a form a provided by the Office of Housing and Urban Improvement. If the CHDO fails to comply with this requirement, the CHDO shall forfeit all rights to payment and the City shall not honor any request submitted thereafter.

E. Any payment due under this Agreement may be withheld pending the receipt and approval by the City of all reports due from the CHDO as a part of this Agreement and any modifications.

Name and Title

8/6/2015
Date

EXHIBIT D

CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(1) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Choices Network Systems, Inc
SUB-RECIPIENT

Wylie L. Howard, Sr.
PRINT NAME OF CERTIFYING OFFICIAL

SIGNATURE OF CERTIFYING OFFICIAL — DATE 8/6/2015

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over $100,000 (per QMB).

EXHIBIT E

CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (PRIMARY COVERED TRANSACTIONS FORM)

1. The Sub-Recipient certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and

   d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Pompano Beach.

Choices Network Systems, Inc

SUB-RECIPIENT

Wylie L. Howard, Sr.

PRINT NAME OF CERTIFYING OFFICIAL

SIGNATURE OF CERTIFYING OFFICIAL

8/6/2015

DATE

EXHIBIT F

CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Pompano Beach

By Wylie L. Howard, Sr.
Founder / CEO
(print this individual's name and title)

for Choices Network Systems, Inc.
(print name of entity submitting statements)

whose business address is 2300 NW 6th St
Pompano Bch, FL 33069

and if applicable is Federal Employer Identification Number (FEIN) is 65-1035130

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "convection" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to me and subscribed before me this 6th day of August, 2015.

Personally known Personally Known

Or produced identification

Notary Public—State of Fl

_____
(Type of Identification)

My commission expires

ANGELA R. DEAL
Notary Public - State of Florida
My Comm. Expires Sep 16, 2016
Commission # EE 833772
Bonded Through National Notary Assn.

Angela R. Deal
(Printed, typed or stamped commissioned name of notary public)

Angela R. Deal

Meeting Date: 9/08/15 Agenda Item 6

REQUESTED COMMISSION ACTION:

X Consent ____ Ordinance X Resolution ____ Consideration ____ Workshop

SHORT TITLE A Resolution approving and authorizing the proper city officials to execute a first Amendment to the inter-local Agreement between the City of Pompano Beach and Broward County for a Community Bus Service.

Summary of Purpose and Why:

This is a first amendment to the current Inter-local Agreement (Resolution 2014-332) for Transportation Services, which expires September 30, 2017. The amended agreement provides for the inclusion of Federal Clauses, regarding the "Protections for Public Transportation Employees" and "Protection of Animals", and Exhibit I "FTA/USDOT Funding Supplement".

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Staff
(2) Primary staff contact: Ernesto Reyes, Assistant to the City Manager for Budget and Strategic Planning 786-4601
(3) Expiration of contract, if applicable: 9/30/17
(4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Budget Office	8/17/15	Approved	
City Attorney	8/17/15	—	
City Manager			

ACTION TAKEN BY COMMISSION:

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

pompano beach
Florida's Warmest Welcome

CITY MANAGER'S OFFICE

Ernesto Reyes, Assistant to the City Manager for Budget & Strategic Planning
E: ernesto.reyes@copbfl.com | P: 954.786.4049 | F: 954.786.4504

MEMORANDUM

DATE: August 13th, 2015

TO: Gordon Linn, City Attorney

FROM: Ernesto Reyes, Assistant to the City Manager for Budget & Strategic Planning
City Manager's Office

SUBJECT: Community Bus Service

Please prepare a resolution for the City Commission to authorize staff to execute a first amendment to the interlocal agreement between Broward County and the City of Pompano Beach. It will be placed on the September 8th City Commission meeting. Thanks.

If you need additional information or have any questions, please contact me at ext. 4049.

Thank you.

Meeting Date: 9/08/15 Agenda Item 6

REQUESTED COMMISSION ACTION:

X Consent ____ Ordinance X Resolution ____ Consideration ____ Workshop

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Budget Office	8/17/15	Approved	
City Attorney	8/17/15		
City Manager			

ACTION TAKEN BY COMMISSION:

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

pompano beach
Florida's Warmest Welcome

CITY MANAGER'S OFFICE

Ernesto Reyes, Assistant to the City Manager for Budget & Strategic Planning
E: ernesto.reyes@copbfl.com | P: 954.786.4049 | F: 954.786.4504

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TO: Gordon Linn, City Attorney

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If you need additional information or have any questions, please contact me at ext. 4049.

Thank you.

2015 AUG 14 PM 4:38

City Attorney's Communication #2015-1423

August 14, 2015

TO: Ernesto Reyes, Assistant to the City Manager

FROM: Jill R. Mesojedec, FRP, Paralegal

VIA: Gordon B. Linn, City Attorney

RE: Resolution – First Amendment to the Interlocal Agreement / Community Bus Service

As requested in your memorandum of August 13, 2015, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF POMPANO BEACH FOR COMMUNITY BUS SERVICE INCLUDING CAPITAL ASSISTANCE FOR VEHICLE LEASE; PROVIDING AN EFFECTIVE DATE.**

Please do not hesitate to contact me if I may be of further assistance.

JILL R. MESOJEDEC

/jrm
l:cor/mgr/atcm/2015-1423

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF POMPANO BEACH FOR COMMUNITY BUS SERVICE INCLUDING CAPITAL ASSISTANCE FOR VEHICLE LEASE; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a First Amendment to the Interlocal Agreement between Broward County and the City of Pompano Beach for Community Bus Service Including Capital Assistance for Vehicle Lease, a copy of which Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment between Broward County and the City of Pompano Beach.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

GBL/jrm
8/14/15
l:reso/2015-447

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

CITY OF POMPANO BEACH

for

COMMUNITY BUS SERVICE

CAPITAL ASSISTANCE FOR VEHICLE LEASE

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF POMPANO BEACH

for

COMMUNITY BUS SERVICE

CAPITAL ASSISTANCE FOR VEHICLE LEASE

This is a First Amendment to Interlocal Agreement ("First Amendment"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

and

CITY OF POMPANO BEACH, a municipal corporation organized and existing under the laws of the state of Florida, hereinafter referred to as "CITY," collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into an Interlocal Agreement for Community Bus Service, Capital Assistance for Vehicle Lease dated September 30, 2014; and

WHEREAS, the Federal Transit Administration ("FTA") has directed COUNTY to include additional federal requirements into the agreements for capital assistance: and

WHEREAS, the Parties desire to modify the Agreement to include the federal requirements as directed by the FTA; and

WHEREAS, this First Amendment is reasonable and necessary and in the best interest of the public; NOW, THEREFORE,

In consideration of the mutual terms and conditions, promises, and covenants set forth herein, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.

2. Article 2, "Scope of Services," is amended as follows:

. . .

2.2 USE OF CONTRACTOR. Community Bus Service may be performed by CITY through the use of its employees or CITY may enter into a contract with a third party to perform the services. In the event CITY contracts with a third party, CITY shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation imposed on the CITY in this Agreement.

CITY shall require third party contractors to comply with the requirements of 49 U.S.C. Section 5333(b) and implementing guidelines, Section 5333(b), Federal Transit Law, 29 C.F.R. Part 215, relating to public transportation employees.

2.3 ADA. CITY shall at all times provide Community Bus Service in full compliance with all applicable requirements of the Americans with Disabilities Act (ADA). To the extent that any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

CITY shall require third party contractors, providing services involving animals, to comply with the Animal Welfare Act, 7 U.S.C Sections 2131 et seq. and Department of Agriculture regulations, "Animal Welfare," 9 C.F.R Subchapter A, Parts 1, 2, 3, and 4, relating to protection of animals.

3. Article 12, "Miscellaneous," is amended as follows:

. . .

12.20 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits "A", "B", "C", "D", "E", "F", "G", ~~and~~ "H" and "I" are incorporated into and made a part of this Agreement.

. . .

4. Except as provided for in the First Amendment, the terms and conditions set forth in the Agreement shall remain in force and effect.

5. The First Amendment shall be effective upon full execution by the Parties.

6. The First Amendment may be fully executed in multiple copies by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

Words in ~~struck-through~~ type are deletions from existing text.
Words in underscored type are additions to existing text

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 23rd day of September, 2014, and CITY OF POMPANO BEACH, signing by and through its Mayor, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
Its County Administrator

By_____
County Administrator

____ day of _____, 20___

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements
approved by Broward County
Risk Management Division

By _____
Signature (Date)

_____
Print Name and Title above

By_____
Angela J. Wallace (Date)
Deputy County Attorney

AJW
1st Amendment - PompanoBeachCommunityBusServiceILA – Capital Assistance for Vehicle Lease
07/13/15
14-114.05

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF POMPANO BEACH FOR COMMUNITY BUS SERVICE CAPITAL ASSISTANCE FOR VEHICLE LEASE.

CITY:

Witnesses:

CITY OF POMPANO BEACH

_____

By: _____
Lamar Fisher, Mayor

_____

By: _____
Dennis W. Beach, City Manager

ATTEST:

_____
Asceleta Hammond, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
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

Federal Transit Administration (FTA)
United States Department of Transportation (USDOT)
Funding Supplement

Broward County Board of County Commissioners
TRANSPORTATION DEPARTMENT – TRANSIT DIVISION

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AUTHORITY

This solicitation, purchase order, or Contract (all of which shall be referred to hereinafter as the "Contract" or "underlying Contract") is funded in part by funds received from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of this Contract is subject to the requirements of financial assistance agreements between Broward County, a political subdivision of the state of Florida (hereinafter referred to as "COUNTY"), and the United States Department of Transportation (USDOT). This Contract is subject to the conditions herein and which are set forth in greater detail in 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Federal Transit Administration (FTA) Circular 4220.1F, "Third Party Contracting Guidance," as may be amended from time to time; and other laws and regulations governing procurement activities for Broward County programs and projects. Conditions imposed by the FTA are also described in Appendix A to FTA's "Best Practices Procurement Manual," available at:
http://www.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants_financing_6195.html.
References to the Code of Federal Regulations (CFR) website are available at: http://www.gpoaccess.gov/cfr/index.html.

DEFINITIONS

As used in this document, "Board" means the Broward County Board of County Commissioners." Contract" means any binding agreement, regardless of how called, for the procurement or disposal of supplies, services, or construction awarded by any officer or agency of COUNTY. "CONTRACTOR" means the person, firm, or corporation or business entity that enters into a Contract with COUNTY and includes all partners and all joint ventures of such person with whom COUNTY has contracted and who is responsible for the acceptable performance of the work and for the payment of all legal debts pertaining to the work. "Subcontractor" means a person, firm or corporation or combination thereof having a direct Contract with CONTRACTOR for all or any portion of the work or who furnishes material worked into a special design according to the plans and specifications for such work, but not those who merely furnish equipment or materials required by the plans and specifications.

FURTHER INFORMATION

If you have any questions or need clarification as to the applicability of any term, condition, or requirement as contained in Part A, General Conditions – Applicable to All Contracts, and Part B, Additional Requirements – Conditional, of this Contract, contact Dianne DeLyons Shuler, Compliance Manager, Broward County Transit Division, at 954-357-8481, or by email: dshuler@broward.org

PART A: GENERAL CONDITIONS – APPLICABLE TO ALL CONTRACTS

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.

a) COUNTY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to COUNTY, CONTRACTOR, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

b) CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

a) CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA-assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent the Federal Government deems appropriate.

b) CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on CONTRACTOR, to the extent the Federal Government deems appropriate.

c) CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

3. FEDERAL CHANGES.

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between COUNTY and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONTRACTOR's failure to so comply shall constitute a material breach of this Contract. CONTRACTOR agrees to include this language in each Subcontract financed in whole or in part with Federal assistance provided by FTA.

4. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.
The provisions contained in this FTA/USDOT Funding Supplement include, in part, standard terms and conditions required by the U.S. Department of Transportation (USDOT), whether or not expressly set forth in the Contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, and as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Broward County requests which would cause the COUNTY to be in violation of the FTA terms and conditions. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

5. ACCESS TO RECORDS AND REPORTS

a) CONTRACTOR agrees to provide COUNTY, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives including any Project Management Oversight ("PMO") CONTRACTOR access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b) In the event that COUNTY, which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a), enters into a Contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, CONTRACTOR shall make available records related to the Contract to COUNTY, the Secretary of Transportation and the Comptroller General or any authorized officer, agent, or employee of any of them for the purposes of conducting an audit and inspection.

c) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

d) CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case CONTRACTOR agrees to maintain same until COUNTY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

6. CIVIL RIGHTS REQUIREMENTS

a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b) Equal Employment Opportunity

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

c) CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

a) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.

b) The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of Contract, which may result in the termination of the Contract or such other remedy as COUNTY may deem appropriate. Each subcontract the CONTRACTOR signs with a Subcontractor must include the assurance in this paragraph.

c) The Disadvantaged Business Enterprise (DBE) regulation (49 CFR Part 26) establishes requirements for setting an overall goal for DBE participation in federally-funded contracts. This rule requires recipients of federal funds to use a methodology based on demonstrable data of relevant market conditions and is designed to reach a goal COUNTY would expect DBEs to achieve in the absence of discrimination.

d) Since this project is funded in part using federal funds, it is the policy of the Broward County Office of Economic and Small Business Development to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26; are afforded maximum opportunity to receive and participate as Subcontractors and suppliers on all Contracts awarded by COUNTY; therefore, good-faith efforts must be made to provide DBEs an opportunity to participate in the project in accordance with the DBE Program Plan.

e) COUNTY fully supports the Federal government's Disadvantaged Business Enterprises Program.

i. The overall goal setting provisions of 49 CFR Part 26 require that the COUNTY, as a recipient of federal funds, set overall goals based on demonstrable evidence of the relative availability of ready, willing and able DBEs in the areas from which the COUNTY obtains contractors. In this regard, the COUNTY has established DBE participation goals, and said goals have been established based primarily on the availability of certified DBE firms that are ready, willing, and able to participate in the project.

The Office of Economic and Small Business Development will review all forms to determine bidders'/proposers' responsibility:

1. Letter of Intent to Utilize a DBE Subcontractor/Subconsultant – Exhibit 1.
2. DBE Good Faith Effort Evaluation Report, only required if goals were not met – Exhibit 2.

These forms are included herein as Exhibits 1 and 2. **All forms may be downloaded from the Small Business Development Division website.** http://www.broward.org/ECONDEV/SMALLBUSINESS/Pages/compliance.aspx

IF DBE PARTICIPATION HAS BEEN TARGETED THROUGH RACE-NEUTRAL MEANS (NO DBE NUMERICAL PARTICIPATION GOAL), EACH BIDDER/RESPONDER IS STRONGLY ENCOURAGED TO SUBMIT THE FORMS SET FORTH ABOVEPRIOR TO AWARD OF YOUR BID, OFFER, OR PROPOSAL.

Letter of Intent (Exhibit 1): Letter of Intent must be executed by the Bidder and countersigned by all DBE Subcontractors.

Each DBE listed on the Letter of Intent must be certified prior to bid opening as DBE in order to be eligible for award.

For further information regarding DBE submittals, contact the Office of Economic and Small Business Development Division at (954) 357-6400.

Application for Evaluation of Good Faith Effort (Exhibit 2): Bidder that submits an **Application for Evaluation of Good Faith Effort**, Exhibit 2, must be able to demonstrate through proper documentation its reasonable good-faith efforts to meet the goal, if Bidder wishes to remain eligible for award.

Reasonable efforts as determined by the Office of Economic and Small Business Development to meet the DBE Participation goals may include, but are not limited to:

- Attendance at any scheduled pre-bid meeting concerning DBE participation.
- Timely advertisement in general circulation media, trade association publications, and minority-focus media.
- Timely notification of minority business or CONTRACTOR groups and associations of solicitation for specific sub-bids.
- Proof of written solicitations to DBE firms.
- Efforts to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
- Efforts to provide DBEs that need assistance in obtaining bonding or insurance required by the Bidder or COUNTY.
- A report submitted by the Bidder to the Small Business Development Division prior to award explaining the Bidder's efforts to obtain DBE participation. The report shall include the following:

  -- A detailed statement of the timely efforts made to negotiate with DBEs including, at a minimum, the names, addresses and telephone numbers of DBEs who were invited to bid or otherwise contacted;

  -- A description of the information provided to DBE regarding the plans and specifications for portions of the work to be performed; and a detailed statement of the reasons why additional Contracts with DBE, if needed to meet the stated goal, were not reached.

  -- A detailed statement of the efforts made to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.

  -- As to each DBE that bids on a subcontract but declared "unqualified" by the Bidder, a detailed statement of the reasons for the Bidder's conclusion.

  -- As to each DBE invited to bid, but the Bidder considers to be unavailable because of a lack of bid response or submission of a bid which was not the low responsible bid, an Unavailability of DBE Certificate signed by the Bidder.

For the purposes of goal achievement, the COUNTY requires the successful Bidder to use firms certified as DBEs in accordance with Federal Guidelines.

The Florida Department of Transportation (FDOT) maintains a directory of certified DBE firms that are eligible to participate on DBE contracts within the state of Florida.

A listing of these DBEs can be viewed at the following Unified Certification Program (UCP) Website: https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp.
IF DBE PARTICIPATION HAS BEEN TARGETED THROUGH RACE-NEUTRAL MEANS, THE FORMS SET FORTH ABOVE NEED NOT BE SUBMITTED.

For purposes of this section, the term, "DBE Race-Neutral Participation," means the Office of Economic and Small Business Development Division (OESBD) has determined that because federal funds are available for this project, DBE participation has been targeted through the use of RACE-NEUTRAL means. Race-Neutral does not mean that no efforts are made to facilitate DBE participation. Race-Neutral DBE participation occurs when a DBE wins a contract or subcontract that was not assigned numerical DBE goals, or when the DBE status was not considered in making the award. Some examples of Race-Neutral means can be found in 49 CFR 26.51.

Although there are no numerical goals assigned to DBE race-neutral participation projects, bidders/responders are highly encouraged to utilize the services of DBE-certified firms as much as possible.

f) CONTRACTOR agrees that throughout the term of this Contract, the services as provided by the firms listed on **Exhibit 1 (Letter of Intent)** shall remain at least at the percentage levels set forth therein.

g) CONTRACTOR shall pay its Subcontractors and suppliers within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract following receipt of payment from the COUNTY for such subcontracted work or supplies. CONTRACTOR agrees that if it withholds an amount as retainage from its Subcontractors or suppliers, that it will release such retainage and pay same within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract following receipt of payment of retained amounts from COUNTY, or within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract after the Subcontractor has satisfactorily completed its work, whichever shall first occur.

h) CONTRACTOR agrees that nonpayment of a Subcontractor or supplier shall be a material breach of this Contract and that COUNTY may, at its option, increase allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such Subcontractors or suppliers. CONTRACTOR agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude COUNTY's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its Subcontractor or supplier.

i) CONTRACTOR agrees to complete and submit a monthly report to the Office of Economic and Small Business Development, with copy to the using department project manager, on DBE participation, which should contain a record of payments made to its DBE Subcontractors during the current reporting period. CONTRACTOR shall utilize the form attached as **Exhibit 3 – Monthly DBE Utilization Report**.

j) CONTRACTOR agrees to complete and submit a Final Monthly DBE Participation Report containing the total amount paid to its DBE Subcontractors. This report must be submitted with the CONTRACTOR's request for final payment and release of retainage, if applicable. CONTRACTOR shall utilize the form attached as **Exhibit 4- Final Monthly DBE Utilization Report**.

k) CONTRACTOR shall certify to COUNTY the amounts paid to each DBE involved in the project as either a joint venture partner or pursuant to a subcontract with the disadvantaged businesses. All such certifications shall be signed by both CONTRACTOR and DBEs. One of the main purposes of these provisions is to make sure that DBEs actually perform work committed to them at Contract award.

l) CONTRACTOR agrees that failure to provide appropriate certification as to the payment of DBEs and participants in the Contract, and provide certification in a form acceptable to COUNTY that disadvantaged business participation requirements of the Contract have been met, notwithstanding any other provisions of this Contract, shall be cause for COUNTY to withhold further payments under the Contract until such time as such certification is received and accepted by COUNTY, and shall not entitle CONTRACTOR to terminate the Contract, to cease work to be performed, or to be entitled to any damages or extensions of time, whatsoever, due to such withholding of payment or delay in work associated thereto.

m) If CONTRACTOR fails to comply with the requirements herein, COUNTY shall have the right to exercise any right or remedy provided in the Contract or under applicable law, with all such rights and remedies being cumulative.

n) CONTRACTOR shall not terminate a DBE subcontract for convenience and then perform the work with its own forces or its affiliate without the COUNTY's prior written consent. CONTRACTOR shall inform COUNTY immediately when a DBE firm is not able to perform or if CONTRACTOR believes the DBE firm should be replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of CONTRACTOR to substitute the DBE firm with another DBE firm. Whenever a DBE firm is terminated for any reason, including cause, CONTRACTOR shall make good faith efforts to find another DBE firm to perform the work required of the original DBE firm.

8. CONTRACT COMPLIANCE MONITORING.

a) Compliance monitoring is conducted to determine if CONTRACTOR and/or Subcontractors are complying with the requirements of the DBE Program. Failure of the CONTRACTOR to comply with this provision may result in the COUNTY imposing penalties or sanctions pursuant to the provisions of the DBE regulation, 49 CFR Part 26.

b) Contract compliance will encompass monitoring for Contract dollar achievement and DBE CONTRACTOR utilization. The Office of Economic and Small Business Development staff will have the authority to audit and monitor all Contracts and Contract-related documents related to COUNTY projects. The requirements of the DBE Program are applicable to all CONTRACTORS, general CONTRACTORS, and Subcontractors.

c) CONTRACTOR shall be responsible for ensuring proper documentation with regard to its utilization and payment of DBE Subcontractors.

9. ENERGY CONSERVATION

CONTRACTOR agrees to comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. CONTRACTOR further agrees to include this provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

10. TERMINATION.

This Contract may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Contract may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if COUNTY 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 Contract 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 suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract. This Contract may also be terminated by the Board:

Upon the disqualification of CONTRACTOR as a DBE by COUNTY's Director of the Office of Economic and Small Business Development Division if CONTRACTOR's status as a DBE was a factor in the award of this Agreement and such status was misrepresented by CONTRACTOR;

Upon the disqualification of CONTRACTOR by COUNTY's Director of the Office of Economic and Small Business Development due to fraud,

misrepresentation, or material misstatement by CONTRACTOR in the course of obtaining this Contract or attempting to meet the DBE contractual obligations;

Upon the disqualification of one or more of CONTRACTOR's DBE participants by COUNTY's Director of the Office of Economic and Small Business Development if any such participant's status as a DBE firm was a factor in the award of this Contract and such status was misrepresented by CONTRACTOR or such participant;

a. Upon the disqualification of one or more of CONTRACTOR's DBE participants by COUNTY's Director of the Office of Economic and Small Business Development if such DBE participant attempted to meet its DBE contractual obligations through fraud, misrepresentation, or material misstatement; or

b. If CONTRACTOR is determined by COUNTY's Director the Office of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the DBE status of its disqualified DBE participant.

Notice of termination shall be provided in writing except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare, may be verbal notice that shall be promptly confirmed in writing.

In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are hereby acknowledged by CONTRACTOR, for COUNTY's right to terminate this Agreement for convenience.

In the event that the underlying Contract contains a termination provision which conflicts with the termination provision above, the termination provisions set forth in the underlying Contract shall prevail over the termination provision set forth in this FTA/USDOT Funding Supplement.

PART B: ADDITIONAL REQUIREMENTS – CONDITIONAL
(Please read each qualifying condition carefully.)

11. RECYCLED PRODUCTS

If this Contract is for items designated in Subpart B, 40 CFR Part 247 by the EPA, and COUNTY or CONTRACTOR procures $10,000 or more of one of these items during the fiscal year or has procured $10,000 or more of such items in the previous fiscal year using federal funds, the CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

12. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

If this Contract has a value of $25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTORS, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR agrees to comply with 49 CFR 29, Subpart C, and must include the requirement to comply 49 CFR 29, Subpart C, in each Subcontract financed in whole or in part with federal assistance provided by FTA. **(The form for certifying compliance, Government-wide Debarment and Suspension, is attached as Exhibit 5.)**

13. BUY AMERICA

If this Contract exceeds $100,000, the CONTRACTOR agrees to comply with 49 USC §5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A Bidder or offeror must submit to COUNTY the appropriate Buy America certification, **the certification form is attached as Exhibit 6,** with all bids or proposals on FTA-funded Contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as nonresponsive.

14. RESOLUTION OF DISPUTES

Disputes – Unless the Contract provides otherwise, disputes arising in the performance of this Contract which are not resolved by agreement of the parties

shall be decided in writing by the COUNTY Project Manager for the Contract. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the COUNTY Contract Administrator. In connections with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position.

The decision of the Contract Administrator shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

Performance During Dispute – Unless otherwise directed by COUNTY, CONTRACTOR shall perform under the Contract while matters in dispute are being resolved.

Unless the Contract provides otherwise, jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

15. LOBBYING

CONTRACTORS who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the COUNTY. **A Restrictions on Lobbying Certification is attached as Exhibit 7.**

16. CLEAN AIR

The Clean Air requirements apply to all Contracts exceeding $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year.

a) CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. CONTRACTOR agrees to report each violation to Broward

County and agrees that COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b) CONTRACTOR further agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

17. CLEAN WATER REQUIREMENTS

If this Contract is valued at $100,000 or more, CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.

a) CONTRACTOR agrees to report each violation to COUNTY and agrees that COUNTY will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

b) CONTRACTOR also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

18. BONDING REQUIREMENTS

CONTRACTOR agrees to comply with the terms and conditions relating to bid guaranty, performance bond and payment bond ("Bonding Requirements") as set forth in the underlying Contract to which this FTA/USDOT Funding Supplement is attached. In the event that the underlying Contract involves a construction or facility improvement exceeding $100,000, and the underlying Contract: (1) does not contain specific Bonding Requirements, or (2) the Bonding Requirements do meet the minimum requirements set forth below, the following Bonding Requirements shall apply:

CONTRACTOR shall provide a bid guarantee from each Bidder equivalent to five percent (5%) of the bid price, a performance bond on the part of the CONTRACTOR for 100 percent (100%) of the Contract price and a payment bond on the part of the CONTRACTOR for 100 percent (100%) of the Contract price in the form and of a type acceptable by COUNTY.

19. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

If this purchase order or Contract involves a construction project over $2,000, the CONTRACTOR agrees to comply with Davis-Bacon and Copeland Act requirements at 40 USC 3141, et seq., and 18 USC 874. The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) and are set forth in 29 CFR 5.5(a). Section 29 CFR 5.5(a) is reproduced in its entirety below:

a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual

construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency; *provided*, that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any Contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; *provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) a) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

c) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the Contracting Officer, or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided*, that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this Contract or any other Federal Contract with the same prime CONTRACTOR, or any other federally-assisted Contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, Broward County may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types

described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) a) The CONTRACTOR shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to COUNTY if the agency is a party to the Contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all Subcontractors. CONTRACTORS and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Transit Administration if the agency is a party to the Contract, but if the agency is not such a party, the CONTRACTOR will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the COUNTY, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime CONTRACTOR to require a Subcontractor to provide addresses and social security numbers to the prime CONTRACTOR for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

d) The falsification of any of the above certifications may subject the CONTRACTOR or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The CONTRACTOR or Subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of COUNTY or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or Subcontractor 's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work

performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate, who is not registered and participating in a training plan approved by the Employment and Training Administration, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Subcontracts. The CONTRACTOR or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any Subcontractors or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

(7) **Contract termination**: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a Subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements**. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its Subcontractors) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility**.

(i) By entering into this Contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government Contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

If this purchase order or Contract involves a construction project in excess of $100,000 or more, the CONTRACTOR shall comply with the Contract and Work Hours Safety Act, 40 USC 3701 and 29 CFR 5.5 (b) are reproduced below.

<u>As used in the paragraphs below, the terms laborers and mechanics include watchmen and guards.</u>

a) **Overtime requirements**. No CONTRACTOR or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times (1½)

the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

b) **Violation**; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section, the CONTRACTOR and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and Subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of ten dollars ($10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c) **Withholding for unpaid wages and liquidated damages**. COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or Subcontractor under any such Contract or any other Federal Contract with the same prime CONTRACTOR, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d) **Subcontracts**. The CONTRACTOR or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

21. TRANSIT EMPLOYEE PROTECTIVE CONTRACTS

If this Contract involves transit operations performed by employees of a CONTRACTOR recognized by FTA to be a transit operator:

a) CONTRACTOR agrees to comply with the applicable transit employee protective requirements, as follows:

1) **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, CONTRACTOR agrees to carry out the transit operations work on the underlying Contract

in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying Contract. CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements this subsection 1., however, do not apply to any Contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections 2. and 3. of this clause.

2) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities** - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Contract, CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Contract or Cooperative Contract with the state. CONTRACTOR agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. DOL letter.

3) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas** - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

b) CONTRACTOR also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

22. FLY AMERICA

CONTRACTOR agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration regulations at 41 CFR part 301-10, which provide that recipients and subrecipients of federal funds and their CONTRACTORs are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

23. CARGO PREFERENCE

The Cargo Preference requirements apply to all Contracts and subcontracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Cargo Preference - Use of United States-Flag Vessels - CONTRACTOR agrees:

a) to use privately-owned United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the COUNTY (through CONTRACTOR in the case of a Subcontractor's bill of lading.);

c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

24. DRUG AND ALCOHOL TESTING

If this Contract involves a safety-sensitive function on behalf of COUNTY, the CONTRACTOR agrees to participate in Broward County Transit Division's drug and alcohol testing program or agrees to establish and implement its own drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the USDOT or its operating administrations, the State Oversight Agency, or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process.

In the event CONTRACTOR subcontracts all or part of the transit service to a third party, a similar requirement including review and approval by the COUNTY's Contract Administrator must be included in any Contract.

CONTRACTOR further agrees to certify, prior to the commencement of services under this Contract or purchase order and annually thereafter, compliance with current FTA regulations, and to submit the Management Information System (MIS) reports before March 15 to the Director, Transit Division **(a model form for certifying compliance, Drug and Alcohol Testing Program Compliance Certification, is attached as Exhibit 8)**. To certify annual compliance, CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Contracts," which is published annually in the Federal Register.

25. PATENT AND RIGHTS IN DATA

If this Contract involves patent and rights in data requirements for federally-assisted research projects in which FTA finances in whole or in part the development of a product or information, CONTRACTOR agrees to be bound by the terms and conditions specified below.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

a) **Rights in Data** - The following requirements apply to each Contract involving experimental, developmental or research work:

1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports,

catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2) The following restrictions apply to all subject data first produced in the performance of the Contract to which this Attachment has been added:

A) Except for its own internal use, CONTRACTOR may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the CONTRACTOR authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any Contract with an academic institution.

B) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that Contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the COUNTY or CONTRACTOR using Federal assistance in whole or in part provided by FTA.

C) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the COUNTY and CONTRACTOR performing experimental, developmental, or research work required by the underlying Contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever,

all data developed under that Contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the COUNTY or CONTRACTOR's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

D) CONTRACTOR agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by CONTRACTOR of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. CONTRACTOR shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

E) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

F) Data developed by the COUNTY or CONTRACTOR and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the COUNTY or CONTRACTOR identifies that data in writing at the time of delivery of the Contract work.

G) Unless FTA determines otherwise, CONTRACTOR agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3) Unless the Federal Government later makes a contrary determination in writing, irrespective of CONTRACTOR's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), CONTRACTOR agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.

4) CONTRACTOR also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

b) **Patent Rights** - The following requirements apply to each Contract involving experimental, developmental, or research work:

1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the underlying Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the COUNTY and CONTRACTOR agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

2) Unless the Federal Government later makes a contrary determination in writing, irrespective of CONTRACTOR's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the COUNTY and CONTRACTOR agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.

3) CONTRACTOR also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

26. PRIVACY ACT

The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any Contract:

a) CONTRACTOR agrees to comply with, and assures the compliance of its employees with, information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a.

Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved,

and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

b) CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

27. CHARTER BUS

If this is an Operational Service Contract, CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR Part 604.

28. SCHOOL BUS REQUIREMENTS

If this is an Operational Service Contract, pursuant to 49 USC 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally-funded equipment, vehicles, or facilities.

29. BUS TESTING

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey. If this Contract pertains to the acquisition of rolling stock/turnkey, the CONTRACTOR manufacturer agrees to certify, prior to commencement of services under this Contract, to comply with 49 USC A5323(c) and FTA's implementing regulations at 49 CFR Part 665, and shall perform the following:

a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to COUNTY at a point in the procurement process specified by COUNTY which will be prior to COUNTY's final acceptance of the first vehicle.

b) A manufacturer who releases a report under paragraph a. above shall provide notice to the operator of the testing facility that the report is available to the public.

c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to COUNTY prior to recipient's final acceptance of the first vehicle. If the

configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

A Bus Testing Compliance Certification is attached as Exhibit 9.

30. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

If this Contract pertains to the acquisition of rolling stock, the CONTRACTOR agrees to comply with 49 USC §5323(m) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

a) Buy America Requirements. The CONTRACTOR shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists: 1) component and subcomponent parts of the rolling stock to be purchased, identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

b) Solicitation Specification Requirements. CONTRACTOR shall submit evidence that it will be capable of meeting the bid specifications.

c) Federal Motor Vehicle Safety Standards (FMVSS). CONTRACTOR shall submit: 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

A Pre-Award and Post-Delivery Audit Requirements Certification is attached as Exhibit 10.

31. SEISMIC SAFETY

If this Contract pertains to the construction of new buildings or additions to existing buildings, CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations at 49 CFR Part 41, and will certify compliance to the extent required by the regulation. CONTRACTOR also agrees to ensure that all work performed under this Contract, including work performed by a Subcontractor, is

in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

32. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

If this Contract involves the procurement of transit vehicles, the CONTRACTOR must obtain from each Transit Vehicle Manufacturer (TVM), distributor, or dealer, and submit with its bid, a TVM certification stating that, as a condition of being authorized to bid on transit vehicle procurements funded by FTA, the TMV certifies that it has complied with the requirements of 49 CFR 26.49, by submitting a current annual DBE Goal to the FTA. **A Transit Vehicle Manufacturer (TVM) Certification of Compliance is attached as Exhibit 11**.

33. NATIONAL ITS ARCHITECTURE

If this Contract involves an Intelligent Transportation System project (ITS), CONTRACTOR agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA LU Section 5307, Chapter, 23 U.S.C. section 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects, " 66 Fed. Reg. 1455 et seq., January 8, 2001, and to any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

34. ACCESS FOR INDIVIDUALS WITH DISABILITIES

CONTRACTOR agrees to comply with 49 U.S.C. § 5301(d), which acknowledges that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation, and that special efforts must be made to plan and assure that they do have similar access. CONTRACTOR also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101, et. seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, CONTRACTOR agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives. Among these regulations and directives are:

a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F. R. Part 37;

b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

d) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

f) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630;

h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

k) Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

DDS/SVT/dac
FTA Funding Supplement 4-8-13

EXHIBIT 1: Letter of Intent

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) / AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each DBE/ACDBE firm)

Solicitation Number:	**Project Title:**

Bidder/Offeror Name: _____

Address: _____ City: _____ State: ____ Zip: _____

Authorized Representative: _____ Phone: _____

DBE/ACDBE Subcontractor/Supplier Name:

Check one: Address: _____

DBE City: _____ State: _____ Zip: _____ Phone: _____

ACDBE Authorized Representative: _____

A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS*	DBE/ACDBE Contract Amount†	DBE/ACDBE Percentage of Total Project Value

AFFIRMATION: I hereby affirm that the information above is true and correct.

Bidder/Offeror Authorized Representative

_____
(Signature) (Title) (Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative

_____
(Signature) (Title) (Date)

* Visit http://www.census.gov/eos/www/naics/ to search. Match type of work with NAICS code as closely as possible.
† To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

EXHIBIT 2: Application for Evaluation of Good Faith Effort

APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT
PURSUANT TO TITLE 49 CFR PARTS 23 AND 26

SOLICITATION NO.: _____

Please check one of the following to indicate the program goal on this solicitation: ☐ ACDBE ☐ DBE

PROJECT NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

The undersigned representative of the prime contractor affirms that his/her company has contacted Disadvantaged Business Enterprise (DBE)/ Airport Concessions Disadvantaged Business Enterprise (ACDBE) certified firms in good faith effort to meet the DBE or ACDBE goal for this solicitation but has not been able to meet the goal. Consistent with the requirements of Title 49 CFR Part 26, Appendix A, the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under these requirements.

The prime contractor understands that a determination of good faith effort to meet the contract goal is contingent on both the information provided by the prime contractor as an attachment to this application and the other factors listed in Appendix A, of Title 49 CFR Part 26, as those factors are applicable with respect to this solicitation. The prime contractor acknowledges that the determination of good faith effort is made by the Director of the Office of Economic and Small Business Development, as the Disadvantaged Business Enterprise Liaison Officer (DBELO), in keeping with federal requirements.

SIGNATURE: _____

PRINT NAME/ TITLE: _____

DATE: _____

OESBD Compliance Form DBE/ACDBE GFE 031413

EXHIBIT 3: Monthly DBE Utilization Report

BROWARD COUNTY FLORIDA

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
MONTHLY DBE UTILIZATION REPORT

Report No. _____

CONTRACT#:	CONTRACT AMT.:	DATE FORM SUBMITTED:
PROJECT TITLE:		PROJECT COMPLETION DATE:
PRIME CONTRACTOR:	PERIOD ENDING:	AMT. PAID TO PRIME:
CONTACT PERSON:	TELEPHONE #: ( )	FAX #: ( )

SUBCONTRACTING INFORMATION
TO BE SUBMITTED MONTHLY TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category				
								M	F	B	H	A	NA	W
Total Amt. Paid to DBE Firms														

NON-DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category				
								M	F	B	H	A	NA	W
Total Amt. paid to Non-DBE Firms														

Black American – B; Hispanic American – H; Asian American – A; Native American – NA; Non-Minority Woman – W

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature	*Title*	*Date*

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form DBEMUR 020113

EXHIBIT 4: Final DBE Utilization Report

BROWARD COUNTY FLORIDA

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
FINAL DBE UTILIZATION REPORT
(To be submitted with the final invoice)

Report No. _____

CONTRACT#:	CONTRACT AMT.:	DATE FORM SUBMITTED:
PROJECT TITLE:		PROJECT COMPLETION DATE:
PRIME CONTRACTOR:	PERIOD ENDING:	AMT. PAID TO PRIME:
CONTACT PERSON:	TELEPHONE #: ( )	FAX #: ( )

SUBCONTRACTING INFORMATION
All Payments made to DBE Firms must be reported on this form.

DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category				
								M	F	B	H	A	NA	W
Total Amt. Paid to DBE Firms														

NON-DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category				
								M	F	B	H	A	NA	W
Total Amt. paid to Non-DBE Firms														

Black American – B; Hispanic American – H; Asian American – A; Native American – NA; Non-Minority Woman – W

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature	*Title*	*Date*

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form DBEMUR 020113

EXHIBIT 5: Government-Wide Debarment and Suspension (Nonprocurement) Certification

IF THIS CONTRACT OR PURCHASE ORDER HAS A VALUE OF $25,000 OR MORE, THIS PROCUREMENT IS A COVERED TRANSACTION FOR PURPOSES OF 49 CFR PART 29.

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier-covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by COUNTY. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any Contract that may arise from this offer. The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier-covered transactions.

_____ (Date)

_____ Authorized Signature

_____ Print Name and Title

_____ Name of Contractor

EXHIBIT 6: Buy America Certification

FOR PROCUREMENTS OF STEEL, IRON, AND MANUFACTURED PRODUCTS (INCLUDING CONSTRUCTION CONTRACTS, MATERIALS AND SUPPLIES, AND ROLLING STOCK) OVER $100,000

A. STEEL, IRON OR MANUFACTURED PRODUCTS

If this Contract or purchase order is valued in excess of $100,000 and involves the **procurement of steel, iron, or manufactured products**, the Bidder or offeror hereby certifies that it:

☐ Will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.

☐ Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.

B. BUSES, OTHER ROLLING STOCK, AND ASSOCIATED EQUIPMENT

If this Contract or purchase order is valued in excess of $100,000 and involves the **procurement of buses, other rolling stock, and associated equipment**, the Bidder or offeror certifies that it:

☐ Will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11.

☐ Cannot comply with the requirements of 49 USC 5323(j)(2)(C) and 49 CFR 661.11, but may qualify for an
exception pursuant to 49 USC 5323(j)(2)(A), 5323(j) (2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

_____ (Date)

_____ Authorized Signature

_____ Print Name and Title

_____ Name of Contractor

Note: This Buy America certification must be submitted to Broward County with all bids or offers on FTA-funded Contracts involving construction or the acquisition of goods or rolling stock, except those subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds.

EXHIBIT 7: Restrictions On Lobbying Certification

For Procurements of $100,000 or More

The undersigned certifies, to the best of his or her knowledge and belief, that:
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying,"

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC A3801, et seq., apply to this certification and disclosure, if any.

_____ (Date)

_____ Authorized Signature

_____ Print Name and Title

_____ Name of Contractor

EXHIBIT 8: Drug and Alcohol Testing Program Compliance Certification

FOR TRANSIT OPERATIONAL SERVICE CONTRACTS INVOLVING THE OPERATION OF A TRANSIT SERVICE, OR MAINTAINING, REPAIRING, OVERHAULING, AND REBUILDING REVENUE SERVICE VEHICLES OR EQUIPMENT (ENGINES AND PARTS) USED IN REVENUE SERVICE, OR BODY WORK, OR CONTRACTS FOR SECURITY PERSONNEL THAT CARRY FIREARMS.

The undersigned certifies that CONTRACTOR, and its SUBCONTRACTORS as required, has established and implemented an anti-drug and alcohol prevention program in accordance with 49 CFR Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations."[1]

The undersigned further agrees to produce any documentation necessary to establish its compliance with 49 CFR Part 655, and to permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency (the Florida Department of Transportation), or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and to review the testing process.

The undersigned further agrees to certify annually its compliance with Part 655 before March 15 and to submit the Management Information System (MIS) reports no later than February 15) to COUNTY.

To certify compliance, CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

_____ (Date)

_____ Authorized Signature

_____ Print Name and Title

_____ Name of Contractor

[1] The Federal Transit Administration (FTA) – mandated drug and alcohol testing program is separate from and in addition to the provisions of the Drug-Free Workplace Act (DFWA).

EXHIBIT 9: Bus Testing Compliance Certification

FOR ALL PROCUREMENTS OF BUSES/ROLLING STOCK/TURNKEY

The undersigned (CONTRACTOR/manufacturer) certifies that the vehicle offered in this procurement complies with 49 USC A5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

_____ (Date)

_____ Authorized Signature

_____ Print Name and Title

_____ Name of Contractor

EXHIBIT 10: Pre-Award and Post-Delivery Audit Requirements Certification

FOR PROCUREMENTS OF BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT OVER $100,000

Check one:

☐ The Bidder hereby certifies that it **will comply** with the requirements of 49 USC 5323(j) (2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11.

☐ The Bidder hereby certifies that it **cannot comply** with the requirements of 49 USC 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or 5323(j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 as amended, and regulations in 49 CFR 661.7.

_____ (Date)

_____ Authorized Signature

_____ Print Name and Title

_____ Name of Contractor

Note: This certification must be submitted with each bid or offer exceeding the small purchase threshold for federal assistance programs, currently set at $100,000.

EXHIBIT 11: Transit Vehicle Manufacturer (TVM) Certification of Compliance with Sub Part D, Part 26

FOR ALL BUSES/ROLLING STOCK PROCUREMENTS

This procurement is subject to the provisions of Section 26.49 of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

Transit Vehicle Manufacturer (TVM) CERTIFICATION

_____, a TVM, herby certifies that it has complied with the
(Name of Firm)

requirements of Section 26.49 of 49 CFR Part 26 by submitting a current DBE Goal to the FTA. The goals apply to fiscal year _____ and have been approved or not disapproved by the FTA.
(Date of Fiscal Year)

_____, hereby certifies that the manufacturer of the transit vehicle
(Name of Firm)

to be supplied _____ has complied with the above- referenced
(Name of Manufacturer)

requirements of Section 26.49 of 49 CFR Part 26.

_____ _____
(Authorized Signature) (Date)

_____
Print Name and Title

Company: _____

Telephone No.: _____

Fax No.: _____

RESOLUTION NO. 2014- 332

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF POMPANO BEACH FOR COMMUNITY BUS SERVICE INCLUDING CAPITAL ASSISTANCE FOR VEHICLE LEASE; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Agreement between Broward County and the City of Pompano Beach for Community Bus Service Including Capital Assistance for Vehicle Lease, 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 Broward County and the City of Pompano Beach.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 23rd day of September, 2014.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
9/15/14
l:reso/2014-423

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF POMPANO BEACH

for

COMMUNITY BUS SERVICE

CAPITAL ASSISTANCE FOR VEHICLE LEASE

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF POMPANO BEACH

for

COMMUNITY BUS SERVICE

CAPITAL ASSISTANCE FOR VEHICLE LEASE

This is an Agreement ("Agreement"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

and

CITY OF POMPANO BEACH, a municipal corporation organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "CITY," (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, public transportation services provided by COUNTY need to be supplemented to serve a greater number of people traveling within and throughout CITY; and

WHEREAS, public transportation resources are limited and must be used in the most efficient manner; and

WHEREAS, both COUNTY and CITY agree that better public transportation for residents of CITY and those persons traveling within or throughout CITY is needed; and

WHEREAS, it is desirable to provide an alternative form of public transit service to the residents of CITY and those persons traveling within or throughout CITY; and

WHEREAS, it is the intent of the parties that the alternative form of public transit shall not duplicate the existing mass transit system in COUNTY; and

WHEREAS, CITY has expressed an interest in providing an alternate form of transportation by utilizing vehicles provided by COUNTY to provide Community Bus Service, NOW, THEREFORE,

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

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1.1 **ADA** - American with Disabilities Act of 1990, 42 USC Sections 12101 et seq. and the implementing regulations found in 29 C.F.R. Parts 1630, 1602; 28 C.F.R. Part 35, 49 C.F.R. Parts 27,37,38, 28 C.F.R. Part 36, and 47 C.F.R. Sections 64.601 et seq.

1.2 **Agreement** - This Agreement includes Articles 1 through 12, the exhibits and documents that are expressly incorporated herein by reference.

1.3 **Board** - The Board of County Commissioners of Broward County, Florida.

1.4 **BCT** - The Broward County Transit Division.

1.5 **Community Bus Service** - The public transportation service, including Emergency Transportation Service, provided hereunder by CITY through the use of its employees or by a third party that has entered into a contract with CITY.

1.6 **Contract Administrator** - The Broward County Administrator or the Director of the Broward County Transit Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

1.7 **County Administrator** - The administrative head of COUNTY appointed by the Board.

1.8 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.

1.9 **Emergency Transportation Service** – The transportation service scheduled at the direction of COUNTY during periods of adverse weather or other emergency conditions as determined by COUNTY including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events.

1.10 **Revenue Service Hour** – The time when a Vehicle(s) is available to the general public and there is an expectation of carrying Community Bus passengers. Revenue Service includes layover/recovery time but excludes deadhead and maintenance testing.

1.11 **Vehicle(s)** - The wheelchair accessible, passenger Vehicle(s) leased by CITY to provide Community Bus Service.

ARTICLE 2

SCOPE OF SERVICES

SERVICES TO BE PROVIDED BY CITY

2.1 ROUTES. Community Bus Service shall be provided a minimum of twenty four (24) hours a week to the locations and at the scheduled intervals ("Routes") set forth on the attached Exhibit "A." Community Bus Service shall connect with COUNTY bus routes and other Community Bus Routes as set forth on Exhibit "A." To the extent possible, Community Bus Service shall be coordinated with existing County public transit service. It is the intent of the Parties that the Community Bus Service shall not duplicate existing County bus service.

2.2 USE OF CONTRACTOR. Community Bus Service may be performed by CITY through the use of its employees or CITY may enter into a contract with a third party to perform the services. In the event CITY contracts with a third party, CITY shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation imposed on the CITY in this Agreement.

2.3 ADA. CITY shall at all times provide Community Bus Service in full compliance with all applicable requirements of the Americans with Disabilities Act (ADA). To the extent that any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

2.4 CHANGES IN ROUTES. CITY acknowledges and agrees that it shall not deviate or make changes to the Routes established in Exhibit "A," including, but not limited to, a decrease or increase in Revenue Service Hours, without the prior written consent of Contract Administrator. CITY further acknowledges and agrees that compensation under this Agreement is as set forth in Article 6, and COUNTY shall not compensate CITY for any deviations or changes from the Routes established in Exhibit "A" without the prior written consent of Contract Administrator.

2.4.1 The Contract Administrator may approve changes to Routes including changes that result in an increase or decrease in Revenue Service Hours; provided, the increase or decrease does not exceed ten percent (10%) of the total annual financial assistance established in Exhibit "F". In the event that the Contract Administrator approves any change to Routes as authorized in this Section, Exhibit "A" shall be updated by the Contract Administrator.

2.5 FARES. If CITY determines a fare to be appropriate, CITY may institute such fare; provided, the fare shall not exceed COUNTY's fixed-route base one-way fare. Additionally, CITY's fare policies shall comply with the provisions of 49 U.S.C. 5307(c)(1)(D) commonly referred to as the "half fare" requirement. Prior to instituting a fare or changing a current fare CITY shall:

(1) Provide a formal written notice to the Contract Administrator sixty (60) calendar days prior to the implementation date of the proposed fare or fare change; and

(2) CITY shall hold a public hearing prior to the institution of any proposed fare or fare change in compliance with the procedures set forth in Section 2.5 below; and

(3) Receive COUNTY's written approval prior to the implementation of the fare or fare change.

2.6 PUBLIC HEARING REQUIREMENTS. CITY, in compliance with the provisions of 49 U.S.C. Section 5307(c)(1)(I), shall hold a public hearing before its governing body as follows:

(1) Prior to the implementation or change in fares.
(2) Prior to any change in service affecting twenty-five percent (25%) or more to the Route miles, when calculated on total route miles or on daily revenue miles.
(3) Prior to establishing a new Community Bus Route.
(4) Prior to discontinuing any Community Bus Route in its entirety.

(5) Prior to implementing headway adjustments of more than fifteen (15) minutes.

At least one Notice of Intent to Hold a Public Hearing must be published in a newspaper of general circulation in Broward County no less than ten (10) business days prior to the date of the public hearing. The notice shall contain, at a minimum:

(1) A description of the contemplated service or fare change, as appropriate.
(2) The date, time, and accessible location of the hearing.
(3) The location and addressee to whom written comments may be sent.
(4) Criteria for requesting available accommodations and alternative formats.

2.6.1 In the event that service changes are necessitated by road closures or road construction/repair, interruptions due to hurricane or other natural disaster, Contract Administrator may authorize service reductions on a temporary basis, without a prior public hearing, for a period not to exceed six (6) months. CITY shall use its best efforts to provide the public with the greatest advance notice possible through the use of flyers, handouts, or other printed material and shall include a telephone number to inquire further about the change or through which individual patrons may seek alternative format information.

2.6.2 CITY shall provide COUNTY with the public hearing notice and minutes of all public hearings held to satisfy the requirements of 49 U.S.C. Section 5307(d)(1)(I) within seven (7) calendar days of the public hearing.

2.7 BUS STOPS. It shall be CITY's sole responsibility to obtain any permission necessary to access or encroach upon any property for use as an origin and/or destination point associated with Community Bus Services.

2.8 MINIMUM REQUIRED PASSENGERS PER REVENUE HOUR. Within twelve (12) months from the commencement of Community Bus Service, CITY shall maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route operated by CITY. CITY shall monitor trends relating to any reductions in passengers per Revenue Service Hour and shall promptly notify COUNTY of possible conditions or remedies which are needed to address the reductions in passengers. It is understood and agreed between COUNTY and CITY that CITY's failure, to maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route during any rolling twelve (12) month period shall constitute a breach of this Agreement, entitling COUNTY to terminate this

Agreement and shall entitle COUNTY to pursue any and all other remedies provided under this Agreement or any remedies available to COUNTY at law or in equity. CITY shall return any and all funds paid in advance to CITY for services that were not performed prior to the date specified in the written notice of termination. CITY shall return the funds within thirty (30) calendar days of receipt by CITY of the notice of termination.

2.9 EMERGENCY TRANSPORTATION SERVICE. In addition to the scheduled Community Bus Service as set forth in Exhibit "A," CITY, upon direction of the Contract Administrator, may be required to provide Emergency Transportation Service. Emergency Transportation Service may include, but shall not be limited to, evacuation and reverse evacuation transportation for individuals, as well as any other transportation deemed necessary by COUNTY. The Parties agree that extreme conditions or catastrophic events may not affect the operations of all cities equally and at COUNTY's discretion, COUNTY may require CITY to authorize the use of Vehicle(s) leased to CITY herein by any other City that has an agreement with COUNTY for Community Bus Service. CITY shall not be entitled to any compensation for the use of any Vehicle(s) that is utilized by another city as set forth above. Fares shall not be collected from passengers during Emergency Transportation Service.

2.10 EMERGENCY RESPONSE PLAN: CITY shall have a plan, updated on an annual basis, to maintain operations during the occurrence of emergencies such as, but not limited to periods of adverse weather or other emergency conditions including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events. Plans for backup telecommunications such as cellular phones, backup generators and backup fuel sources and other alternatives shall be detailed in a written plan and submitted to COUNTY thirty (30) days from the effective date of this Agreement.

2.11 ON-BOARD SURVEYS. CITY shall allow any on-board surveys and/or inspections as may be requested by COUNTY.

2.12 PUBLIC TRANSIT PROVIDER. CITY, as a contracted public transit provider, shall comply with the provisions of Florida Statutes relating to public transit providers, which shall include but not be limited to the requirements of Chapter 14-90, "Equipment and Operational Safety Standards for Bus Transit Systems," Florida Administrative Code, as currently enacted or as may be amended from time to time (Chapter 14-90).

2.13 OPERATION.

2.13.1 CITY shall be solely responsible for the operation of each Vehicle(s) in accordance with all federal, state, and local regulations. Additionally, CITY shall be solely responsible for the operation of each Vehicle(s) in accordance with all federal, state, and local regulations with regard to the discharge of pollutants while operating, cleaning, fueling and maintaining the Vehicle(s). CITY shall utilize every practicable safeguard so as to minimize the discharge of pollutants. CITY shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminates resulting from the services provided hereunder.

2.13.2 CITY shall be solely responsible to provide, during the term of this Agreement, sufficient personnel, training, labor, Vehicle(s) and materials necessary to provide a high quality Community Bus Service which shall include, but not be limited to, all transportation, scheduling, dispatching, vehicle servicing, vehicle maintenance, reporting, and monitoring of the Community Bus Service required herein throughout the term of this Agreement.

2.13.3 CITY shall be solely responsible for the payment of all of its employees' wages and benefits and shall comply with all of the requirements thereof including, but not limited to, employee liability, workers' compensation, unemployment insurance, Social Security, and any other mandated or optional employee benefits.

2.13.4 CITY shall be responsible to maintain Community Bus Service as described on Exhibit "A". Should there be a service disruption; CITY shall have 45 minutes to restore normal service levels. If not, COUNTY will reduce the next applicable invoice to reflect the missed service.

2.13.5 CITY shall obtain and provide to the Contract Administrator all required state and local permits and ensure that all vehicle operators are properly licensed for the service which they are providing. CITY shall ensure that all vehicle operators meet all requirements for performing Community Bus Services as required by federal, state, and local law, which shall include, but not be limited to the requirements of Chapter 14-90.

2.13.6 Vehicle operators must successfully complete the required Operator Training prior to operating any Vehicle(s) to provide the Community Bus Service set forth herein. COUNTY will schedule and provide the training at no cost to the CITY; however, CITY shall be responsible for the payment of any and all salary costs for those employees that participate

in the training. Employees who complete the training will receive a Certification of Completion.

2.13.7 During the term of this Agreement, the Contract Administrator may from time to time require additional operators training for the employees operating Vehicle(s). In such case, the Contract Administrator will provide at least fourteen (14) calendar days' notice. The CITY must provide COUNTY with a minimum fourteen (14) calendar days advance written notice if the CITY needs to have additional employees trained through the County's Operators Training program. The CITY is responsible for the payment of any and all salary costs for those employees that participate in the training.

2.13.8 CITY shall at its sole cost and expense:

a. Provide base of operation for Vehicle(s), operators and Community Bus Service.

b. Comply with all Community Bus Services operations, equipment and maintenance requirements established by BCT.

c. Comply with performance and safety standards required by Florida law and Chapter 14-90.

d. Hire, train, and supervise vehicle operators. The vehicle operators' mandatory training shall consist of on-site training as scheduled by Contract Administrator. The COUNTY shall schedule, provide and conduct the on-site training.

e. Provide all necessary personnel with the management, operation and maintenance expertise required to carry out each and every obligation and responsibility necessary to perform the Community Bus Services.

f. Carry out operational supervision.

g. Operators shall be retrained every two years during the term of this Agreement (refresher training) at CITY's sole expense.

h. Provide a means of communication between supervisors and operators.

i. Be available for and comply with COUNTY's monitoring and auditing programs.

j. Attend and participate in quarterly Community Bus Partner meetings with COUNTY staff. In the event that CITY utilizes a third party to provide Community Bus Service, a representative from the CITY and a representative from the third party contractor shall attend the meetings.

k. Work with COUNTY by using appropriate operating methods, procedures and protocols, and implement those policies which COUNTY directs as integral to the efficient and effective operation of COUNTY's public transportation system.

l. Respond to Contract Administrator's requests for information in a timely manner.

m. Submit operating, financial, performance reports, National Transit Database ("NTD") reports within in the time periods established in Exhibit "C."

n. Develop, maintain, and keep current a written procedure for the investigation and reporting of accidents and unsafe practices.

o. Report to Contract Administrator any accidents, including passenger accidents, and any non-routine events within the time periods established in Exhibit "C." Within seventy-two (72) hours prior to the onset of Community Bus Service, CITY shall provide to COUNTY for approval, its written procedure for reporting accidents/incidents to Contract Administrator.

2.14 SUSPENSION OF OPERATIONS: CITY may suspend all or a portion of Community Bus Service when said performance is made impossible upon prior approval of COUNTY. Depending on the nature of the event, CITY shall request verbal or written approval from COUNTY prior to suspending operations, if verbal approval is given based upon the circumstances, the verbal approval shall be memorialized in writing when circumstances permit.

2.15 VEHICLE OPERATORS. CITY shall obtain driving and criminal background checks for all vehicle operators from the State of Florida Department of Law Enforcement or other sources approved by Contract Administrator. CITY shall require its vehicle operators performing the services hereunder to notify CITY within 24 hours of any conviction for any traffic violation (except parking). CITY shall not employ a vehicle operator to perform Community Bus Service that does not meet the requirements of Florida law.

All employees operating a Vehicle must have been a licensed operator for at least three (3) years (time spent driving on a learner's permit does not count towards this requirement).

2.15.1 CITY shall not employ or retain any vehicle operators or supervisors whose driving record, as compiled by the Department of Motor Vehicles of the state of Florida, contains a conviction or plea of nolo contender regardless of whether adjudication was withheld, for any of the following:

a. No more than one (1) moving violation in the last three (3) years*.

b. An at-fault accident in the last three (3) years*.

c. A Failure to Appear or a Failure to Pay in the last three (3) years*.

d. A Reckless Driving in the last seven (7) years*.

e. A Driving Under the Influence (DUI) with the last seven (7) years*. Two convictions (lifetime) for DUI is automatic disqualification.

f. A suspension within the last three (3) years*. One suspension for PIP permitted.

g. A Manslaughter resulting from the operation of a motor vehicle.

h. A Hit and Run or Hit and Run with Property Damage.

i. A Reckless Driving causing injury.

j. A DUI causing injury.

k. Any combination of violations that indicate a pattern of irresponsibility or poor judgment.

*All time periods shall be rolling.

2.15.2 CITY shall provide current copies of the following records of all employees that operate the Vehicle(s) to the BCT Safety Manager, with a copy to Contract Administrator. The records shall be provided at the time of hire and upon any change in status relating to any information set forth in the below listed record(s):

Driving Record

Background Verification Record

Criminal Background information

INS Employment Eligibility Form I-9

2.15.3 CITY shall maintain, at all times, an up to date personnel file for each Vehicle operator, which shall include the verifications of employment referred to above and the employee's vehicle operator's license number and expiration date. In addition, CITY shall maintain, at all times, a current employment roster of Vehicle operators and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request. CITY shall provide the Contract Administrator with each employee's name and operator's driver's license numbers within five (5) calendar days prior to the onset of Community Bus Service.

2.15.4 It shall be CITY's responsibility to ensure that all vehicle operators and supervisors performing Community Bus Services comply with the following:

a. Strictly comply with the provisions set forth in this Agreement. In the event that a Vehicle operator fails to meet the requirements necessary to perform the Community Bus Services as required in this Agreement, CITY shall immediately prohibit the employee from operating a Vehicle(s) to provide the Community Bus Services.

b. Vehicle(s) shall be operated by properly licensed operators. Vehicle operators must have a Florida Commercial Driver's License Class A, Class B with a passenger endorsement, or Class C will be permitted with a passenger endorsement so long as the Vehicle(s) do not contain air-brakes.

c. Provide full utilization of Vehicle(s) to disabled passengers.

d. Carry on their person at all times a valid Florida Driver's License for provision of passenger Services; Commercial Driver's License Class A, B, or C with passenger endorsements issued by the state of Florida. All Vehicle operators shall be required to report immediately any and all convictions of in-state or out of state moving violations and any loss of driving privileges due to a license suspension or revocation.

e. Shall not operate any personal wireless communications devices while occupying the operator's seat or operating area.

f. Shall not drive recklessly or unsafely, illegally park or stop, or commit any other traffic violation.

g. Shall issue County bus route timetables or other BCT transit information to any passenger requesting such material.

2.16 NONDISCRIMINATION ON THE BASIS OF DISABILITY. CITY while providing the Community Bus Services shall comply with all applicable laws and regulations relating to nondiscrimination on the basis of disability, including, but not limited to the following:

Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S.C. (Section 794), prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

DOT Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38, all as currently enacted or as may be amended from time to time.

2.17 DRUG AND ALCOHOL PROGRAM. CITY agrees to participate in COUNTY's drug and alcohol testing program, or establish and implement, subject to COUNTY review and approval, its own drug and alcohol testing program that complies with 49 C.F.R. Part 655. In addition, CITY agrees to produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655, prior to the commencement of Community Bus Service and shall permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. 655 and review the testing process.

CITY agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit Administration regulations to the BCT Drug and Alcohol Program Manager, with

a copy to the Contract Administrator, a model format for certifying compliance is attached as Exhibit "B."

CITY agrees to prepare, maintain, and submit annually the Drug & Alcohol Management Information System (MIS) reports to BCT Drug and Alcohol Program Manager, summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to BCT Drug and Alcohol Program Manager by a date determined by Contract Administrator, but no later than February 15th of each year. Additionally, CITY shall provide quarterly reports to BCT Drug and Alcohol Program Manager summarizing its drug and alcohol testing results and shall permit BCT Drug and Alcohol Program Manager to inspect its records during site visits, to ensure compliance with program requirements.

2.18 REPORTING AND RECORDKEEPING REQUIREMENTS. CITY shall maintain complete and accurate records of all Community Bus Services provided pursuant to the terms of this Agreement. CITY shall supply reports in compliance with the schedule and requirements set forth on Exhibit "C."

2.19 ANNOUNCEMENTS. In the event that the Vehicle(s) is not equipped with an automatic vehicle annunciation system that automatically announces major intersections, destination points and transfer points with other fixed routes, internally both audibly and on a signboard, or the system is not working properly, the vehicle operator shall use the internal announcement feature of the on-board public address (PA) system to make the announcements set forth below. In the event that the PA system is not available or is inoperable, the vehicle operator shall make the following required announcements using his/her own voice loudly and clearly to be heard by all passengers:

a. transfer points with other fixed-routes; and
b. other major intersections and destination points; and
c. intervals along a route to orient individuals with visual impairments or other disabilities to his or her location, especially if there is a long distance between other announcements; and
d. any stop requested by a passenger with a disability, even if it does not meet any of the other criteria for announcement.

2.20 CHARTER AND SCHOOL BUS REGULATIONS.

2.20.1 CITY shall comply with 49 U.S.C. 5323(d) and 49 C.F.R. Part 604, relating to charter service.

2.20.2 CITY shall comply with the provisions of 49 U.S.C. 5323(f) and 49 C.F.R. Part 605, relating to school bus operations.

2.21 TEXT TELEPHONE ("TTY"). CITY shall at all times, while providing the Community Bus Service set forth herein, have and maintain a proper working TTY number.

2.22 STANDARDS. CITY shall comply with the following:

a. CITY, as a contracted public transit provider, shall comply with all applicable requirements of Chapter 14-90.

b. Develop and adopt a System Safety Program Plan ("SSPP") and Security Program Plan ("SPP") that complies with the requirements set forth in Rule 14-90. The SSPP and SPP shall be provided to COUNTY prior to providing any Community Bus Service

c. Permit inspections, safety and security review by COUNTY and the state of Florida.

d. Comply with the adopted SSPP and SPP and ensure that safety inspections have been performed no less than annually on all Vehicle(s) operated pursuant to the provisions of this Agreement and in compliance with Chapter 14-90.

e. All accidents shall be reported immediately to the police.

f. Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Vehicle(s) shall not be driven unless the brakes, steering mechanism, tires, horn, windshield wipers, and side and rearview mirrors are in good working order.

g. Advertising, if allowed by COUNTY on any Vehicle, shall not obstruct the driver's view and shall not obstruct the Vehicle's top lights or other lights. No Vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits driver tips.

h. All Vehicle(s) shall be equipped with rearview mirror and side mirrors on driver's and passenger's side.

i. Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).

j. The interior of the Vehicle(s) shall be clean, sanitary, free from torn or damaged upholstery or floor coverings, and from damaged or broken seats.

k. Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.

l. Vehicle(s) shall be structurally sound and operate with a minimum of noise, vibration, and visible exhaust fumes.

m. The body, fenders, doors trim and grill of the Vehicle(s) shall be free from cracks, breaks and dents, and painted.

n. Vision shall be unobstructed on all four (4) sides of the Vehicle(s).

o. Vehicle(s) shall have properly working cooling systems. Vehicle cooling systems shall maintain the interior temperature of the Vehicle(s) at sixty-eight (68) to seventy-two (72) degrees Fahrenheit within sixty (60) seconds of closing the Vehicle(s) doors with passengers on-board, regardless of the outside temperature.

SERVICES TO BE PROVIDED BY COUNTY

2.23 DRIVER TRAINING. COUNTY shall provide Florida Commercial Driver Licensed operators hired by CITY or its sub-contractors with training in passenger relations, rules of the road, and transit system information. All Florida Commercial Driver Licensed operators shall be required to attend and successfully complete COUNTY's training program prior to operating the Vehicle(s) addressed herein. This requirement shall extend to any and all Florida Commercial Driver Licensed operators employed at any time during the term of this Agreement.

2.24 SCHEDULING AND ROUTING ASSISTANCE. All requests by CITY for assistance with the planning and scheduling of Community Bus Routes must be submitted in writing by CITY and coincide with the schedule established by COUNTY. A copy of the schedule shall be made available to the CITY upon CITY's request.

2.25 TIMETABLES. COUNTY shall print and provide CITY with bus route timetables to inform CITY residents and passengers of the Community Bus Service.

ARTICLE 3

VEHICLES

3.1 CAPITAL ASSISTANCE. In addition to the funds provided in Article 6, COUNTY agrees to reimburse CITY, Thirteen Thousand Two Hundred Ninety-five and 20/100 Dollars ($13,295.20) per Vehicle, annually, as capital contribution to be used by CITY solely for the purpose of leasing four (4) wheelchair accessible passenger vehicles from a private entity to be used to perform Community Bus Service ("Capital Contribution"). The Capital Contribution shall be paid to CITY quarterly on a reimbursement basis following receipt of a properly documented invoice which includes evidence that the CITY has already paid the lease payments on the Vehicle(s). COUNTY reserves the right to require CITY to submit additional documentation as needed to verify that CITY has incurred the costs set out in its invoice. CITY acknowledges that COUNTY's obligation to reimburse CITY shall not exceed Thirteen Thousand Two Hundred Ninety-five and 20/100 Dollars ($13,295.20) per Vehicle per year.

3.2 VEHICLE(S). The Vehicle(s) leased by CITY shall be cutaway vehicle(s) with a capacity of twenty (20) passengers in a 16/2 format i.e. sixteen (16) passengers with two (2) wheel chair capacity. Vehicle(s) shall comply with the ADA and all applicable federal and state regulations and shall be equipped with bicycle racks to transport non-motorized bicycles. Vehicle(s) shall be equipped with an air conditioning system that has the capacity to meet the requirements of Section 2.22 o. at all times the Vehicle(s) is performing Community Bus Service. Vehicle(s) shall be used exclusively to perform the Community Bus Services set forth in this Agreement and for no other purpose. The Vehicle(s) shall be as described on Exhibit "D." In the event that CITY replaces any Vehicle(s) during the term of this Agreement, Exhibit "D" shall be updated to reflect the replacement Vehicle(s). CITY shall use only the Vehicle(s) identified in Exhibit "D" to provide Community Bus Service.

3.3 INSPECTIONS. COUNTY shall have the right to inspect, or cause to be inspected, the Vehicle(s). COUNTY may inspect the Vehicle(s) at any time; provided that such inspections shall not be scheduled in a manner which would have a detrimental impact on the CITY's ability to perform Community Bus Service. Should extraordinary wear and tear and/or damage be identified by such inspections, COUNTY shall notify CITY as to required repairs to Vehicle(s) due to damage or excessive wear and tear. Any Vehicle(s) determined by COUNTY to be unacceptable to provide service will be removed from service by CITY and all deficiencies corrected immediately. Failure by COUNTY to inspect or supply such written notification shall not imply COUNTY's acceptance that no extraordinary wear and tear or damage has occurred to the Vehicles. At

COUNTY's request, CITY shall take the Vehicle(s) to a location designated by Contract Administrator for inspection.

3.4 PRE-TRIP AND POST-TRIP INSPECTIONS. CITY shall conduct and document Pre-trip and Post-trip Vehicle inspections each day. The inspection shall include an inspection of every item that appears on the Pre-trip and Post-trip Vehicle inspection form attached as Exhibit "E". CITY shall ensure that any and all defects are remedied as an integral part of the inspection process prior to placing the Vehicle(s) into Community Bus Service. CITY shall maintain a written record of all Vehicle(s) inspections on site, which record shall be available to the Contract Administrator or his/her designee. In the event that County shall install an Automatic Vehicle Location (AVL) system on Vehicle(s), CITY shall, upon notification by COUNTY, enter information designated by COUNTY directly into the AVL Mobile Data Computer.

3.5 INSPECTION AND MAINTENANCE RECORDS. CITY shall maintain a record of all Vehicle(s) periodic inspections which records shall be available to the Contract Administrator. CITY shall maintain and provide written documentation of preventive maintenance, regular maintenance, inspections, and repairs performed for each Vehicle. Such records shall be maintained by the CITY during the term of this Agreement. CITY shall maintain a written record of all Vehicle(s) inspections and maintenance on site, which records shall be available to the Contract Administrator or his/her designee. In the event that County shall install an Automatic Vehicle Location (AVL) system on Vehicle(s), CITY shall, upon notification by COUNTY, enter information designated by COUNTY directly into the AVL Mobile Data Computer.

3.6 MAINTENANCE AND REPAIR. CITY shall maintain the Vehicle(s) and all its appliances and appurtenances, in a good state of repair and in efficient operating condition during the entire term of this Agreement. CITY shall be fully responsible for all maintenance and repair, of whatever kind or nature, of all Vehicle(s), which obligation shall include, but in no way be limited to, regularly scheduled routine maintenance, required inspections, and repairs.

3.6.1 Any Vehicle(s) that becomes inoperable must be repaired and back in Community Bus Service within ten (10) business days. In the event that a Vehicle(s) will not be back in revenue service within ten (10) business days due to the unavailability of parts or nature of the repair, CITY shall notify Contract Administrator in writing, and include the reason for the delay.

3.6.2 All maintenance on Vehicle(s) shall be performed by persons properly licensed and qualified to perform maintenance on Vehicle(s). CITY shall maintain the Vehicles in compliance with BCT's and manufacturer's

standards for preventive maintenance. CITY shall develop a preventive maintenance schedule, which shall be approved by COUNTY prior to initiating Community Bus Service.

3.6.3 Vehicle parts necessary to maintain and repair Vehicles shall be provided by CITY at CITY's sole cost and expense. Vehicle parts must be Original Equipment Manufacturer (OEM) parts.

3.6.4 CITY shall not make any structural or other significant alterations or changes to Vehicle(s) without the prior written consent of the Contract Administrator.

3.6.5 CITY shall maintain all Vehicle(s) in clean appearance and safe and proper working mechanical condition at all times. Vehicle(s) shall be used in Community Bus Service in a manner so that all Vehicle(s) will accrue relatively equal mileage at any one time.

3.7 SIGNAGE AND ADVERTISING. All Vehicle(s) shall contain its assigned bus number in a minimum of four (4) inch numbers in the following locations:

Above or beside the passenger entrance door(s)

On the exterior rear of the vehicle

On the exterior front of the vehicle

On the interior of the vehicle above the front windshield

3.7.1 Vehicle(s) Route identification information must contrast in color with the background color to which they are affixed.

3.7.2 Vehicle(s) shall display, at all times, destination signage specific to the Route and the direction being operated, if direction is applicable. The signage shall fit the opening as provided on the Vehicle(s). An ADA-compliant Route identification sign shall be displayed on the curb side of Vehicle(s) at all times.

3.7.3 CITY shall maintain all interior signs placed by COUNTY.

3.7.4 CITY shall not place advertisements of any kind or nature on any Vehicle(s) without the prior written approval of Contract Administrator. In the event that advertisements are allowed, all advertising shall conform to the Broward County Transit Division Advertising Guidelines and Regulations, as currently enacted or as may be amended from time to time. Additionally, CITY, subject to approval of Contract Administrator, may obtain advertising services pursuant to the terms and conditions of the agreement between Broward County and Direct Media, Inc. for Transit

Advertising Program dated April 28, 2009 or any subsequent agreement as may be permitted therein.

3.7.5 The Broward County Transit official logo(s) shall be conspicuously displayed on the rear of the Vehicle(s) at all times.

3.8 DAILY CLEANING. CITY shall perform daily cleaning of the Vehicle(s) prior to beginning Community Bus Service each day as follows:

Exterior Wash

Interior windows cleaned

Mopping of non-carpeted floors with clean water and appropriate cleaning solution

Wiping down of non-upholstered seats with clean water and appropriate cleaning solution

Vacuuming of upholstered seats

Pest control

Wiping down of all hand rails with clean water and appropriate cleaning solution

Refuse, newspapers and other recyclable material remaining on board shall become the property of the CITY. However, items found that are the belongings of customers shall be maintained and made available consistent with CITY's Lost and Found Policy which policy shall comply with Florida law. CITY's Lost and Found Policy must be approved by the Contract Administrator.

3.9 INSTALLATION OF EQUIPMENT. COUNTY may, and reserves the right to, install equipment (hardware or software) determined necessary by COUNTY, including, but not limited to, automatic vehicle locators (AVL), computer aided dispatching (CAD) global positioning systems (GPS), mobile data computers (MDC) collectively referred to as "AVL/MDC Equipment", in Vehicle(s) and at CITY facilities. CITY agrees to make Vehicle(s) and facilities available for the installation of any equipment and to operate such equipment in compliance with all direction from COUNTY. In the event that COUNTY installs any equipment in the Vehicle(s), Exhibit "D" shall be updated by the Contract Administrator to include the equipment installed in the Vehicle(s).

3.9.1 AVL/MDC Equipment. The cost of AVL/MDC Equipment, installation, relocation and training shall be at COUNTY's expense. COUNTY shall be responsible for securing and paying for any recurring wireless (cellular) data and voice service, deemed necessary by COUNTY.

3.9.2 Delivery and Installation of AVL/MDC Equipment: COUNTY shall provide CITY with no less than ten (10) calendar days prior notice of the date the AVL/MDC Equipment shall be installed in Vehicle(s) and CITY shall make the Vehicle(s) available on the date established by COUNTY. COUNTY will install, or cause to be installed, the AVL/MDC Equipment at a site to be determined by COUNTY. At the time of installation of the AVL/MDC Equipment into Vehicle(s), COUNTY shall prepare an itemized listing setting forth the components, and the serial numbers where applicable, of the AVL/MDC Equipment installed in each vehicle and at any CITY facility. CITY shall sign the document acknowledging receipt of the AVL/MDC equipment. CITY agrees to cooperate fully in the installation, testing, and training related to AVL/MDC Equipment.

3.9.3 Operations, Maintenance and Repair of AVL/MDC Equipment: COUNTY shall provide CITY with reasonable assistance in the maintenance and operation of the AVL/MDC Equipment, by responding to all inquiries and trouble reports concerning the operation or condition of the AVL/MDC Equipment, if the inquiry or trouble reports are placed by CITY to the designated representative of COUNTY during service hours. Upon receiving such inquiries or trouble reports, COUNTY shall either offer advice or propose possible solutions based on its preliminary appraisal of CITY's description of the problem, or arrange for assistance from a maintenance service representative.

COUNTY shall pay for routine maintenance; provided, however, that CITY shall be responsible for any and all maintenance charges, including the cost of labor and parts, imposed by any maintenance service representative or by COUNTY in the event that maintenance is required by reason of:

a. Use of the AVL/MDC Equipment or any component thereof in other than the manner for which it was installed.

b. Damage to the AVL/MDC Equipment by CITY, its employees, agents, or third parties.

c. Modification of the installed AVL/MDC Equipment by CITY which was not authorized by COUNTY.

d. Maintenance performed by CITY without the authorization of COUNTY.

All maintenance or repair services shall be provided by COUNTY or COUNTY's maintenance service representative. CITY shall not perform, or cause to be performed, maintenance or repair service unless COUNTY provides prior written consent authorizing CITY to perform maintenance or repair service.

3.9.4 Risk of Loss: CITY shall bear the entire risk of loss or damage to the AVL/MDC Equipment after its installation in the Vehicle(s) and shall be required to replace the AVL/MDC Equipment with COUNTY approved AVL/MDC Equipment in the event that it is lost, stolen, or damaged.

3.9.5 Relocation of AVL/MDC Equipment: All relocations of the AVL/MDC Equipment from the Vehicle in which it was initially installed shall require prior written approval by COUNTY, which may be withheld in COUNTY's discretion. CITY shall give COUNTY a minimum of sixty (60) days prior written notice in the event it wishes to relocate AVL/MDC Equipment from the original Vehicle to another, unless otherwise agreed to between the parties.

3.9.6 Restrictions: The following restrictions shall apply to CITY's use of the AVL/MDC Equipment:

a. CITY shall keep the AVL/MDC Equipment free and clear of all claims, liens, and encumbrances. Any act of CITY purporting to create such a claim, lien, or encumbrance shall be void.

b. CITY shall not use the AVL/MDC Equipment in any manner or for any purpose for which the AVL/MDC Equipment is not designed or reasonably suited.

c. CITY shall not permit any physical alteration of the AVL/MDC Equipment without the prior written consent of COUNTY.

d. CITY shall not affix, attach, or install any accessory, equipment, or device to the AVL/MDC Equipment without the prior written consent of COUNTY.

e. CITY shall not remove the AVL/MDC Equipment from the vehicle in which it was originally installed without the prior written consent of COUNTY, except in the event of an emergency.

3.9.7 Reservation of Title: This Agreement does not provide CITY with title or ownership of the AVL/MDC Equipment, but only a right of limited use for

the duration of the Agreement. COUNTY shall retain title and ownership of the AVL/MDC Equipment at all times.

3.9.8 Training: COUNTY shall provide CITY's employees with initial training in the operation of AVL/MDC Equipment at no cost to CITY, provided, however, CITY shall be responsible for the payment of any and all salary costs for those employees that participate in the training. COUNTY may provide additional training to CITY's personnel at no cost to CITY, provided, however, CITY shall be responsible for the payment of any and all salary costs for those employees that participate in the training.

3.9.9 CITY shall ensure that its personnel utilizing the AVL/MDC Equipment have been properly trained in the operation of the AVL/MDC Equipment.

3.9.10 Upon termination of this Agreement for whatever reason, CITY shall return the AVL/MDC Equipment to COUNTY within seven (7) days after the termination date. COUNTY shall not have any obligation to return the Vehicle to the condition it was in prior to the installation or removal of the AVL/MDC Equipment, any Vehicle repairs that are necessary shall be the sole responsibility of the CITY at it sole cost. CITY shall return the AVL/MDC Equipment to COUNTY in the condition it was received, normal wear and tear excepted. Any costs necessary to restore and/or prepare the AVL/MDC Equipment for return to COUNTY shall be the sole responsibility of CITY. COUNTY shall have the right to inspect and to approve the condition of the AVL/MDC Equipment prior to acceptance and should COUNTY determine that the AVL/MDC Equipment is not in the proper condition, CITY shall, at its sole cost and expense, remedy any and all deficiencies identified by COUNTY. Following the initial inspection, COUNTY shall have thirty (30) calendar days following the return of the AVL/MDC Equipment to conduct additional inspections of the AVL/MDC Equipment and notify CITY of any additional damage or defects to the AVL/MDC Equipment. In the event the COUNTY should determine that the AVL/MDC Equipment is not in the same condition as it was when delivered to CITY, normal wear and tear excepted, COUNTY will notify CITY in writing and include relevant inspection reports, studies and any other documentation that support such findings. CITY shall be responsible for all costs and expenses, needed, in COUNTY's sole determination, to remedy any and all deficiencies due to CITY's use of the AVL/MDC Equipment. In the event that CITY fails to make any repairs or remedy any deficiencies as required in this Section, COUNTY may repair, or cause the repairs to be made, and CITY shall be responsible for all of COUNTY's costs. CITY shall pay COUNTY for all such costs within thirty (30) days of receipt of any invoices. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

3.10 DAMAGE. CITY shall bear the entire risk of loss or damage to all Vehicle(s). Any and all damage to Vehicle(s), including, but not limited to, damage resulting from storage, vandalism, theft, or from the provision of Community Bus Service shall be the sole responsibility of CITY, and any and all damage shall be repaired at the sole cost and expense of CITY. CITY shall provide the Public Transportation Services or Emergency Transportation Services in full compliance with all requirements of this Agreement during any periods of time that Vehicle(s) are being repaired or not in revenue service.

ARTICLE 4
COMPLAINTS

4.1 COUNTY shall provide CITY with signs that include COUNTY's Customer Service Center contact information. CITY shall display the signs conspicuously on each Vehicle. The signs shall inform persons to contact Broward County's Customer Service Center regarding questions, comments, or schedule information. CITY shall respond to complaints (excluding Title VI complaints) brought by persons or by COUNTY on its own initiative or otherwise. In the event that complaints regarding CITY's Community Bus Service are received by COUNTY's Customer Service Center, the Contract Administrator shall forward the complaint to the CITY upon receipt.

4.1.1 Upon the receipt of any complaint, from whatever source, CITY shall conduct the necessary investigation and respond in writing to each complainant. CITY shall forward the results of such investigation and the complaint resolution to Contract Administrator within three (3) business days.

4.2 COUNTY shall provide CITY with COUNTY's formally adopted Title VI Notice and Complaint procedures. The CITY shall include the Title VI public notice ("Title VI Notice") on printed timetables, online, and at major transfer locations. CITY shall display the Title VI Notice conspicuously on each Vehicle. In the event that CITY shall receive any Title VI complaints, the CITY shall forward the complaint to the Broward County Transit Division Compliance Manager.

4.3 CITY shall submit a monthly report to Contract Administrator summarizing all complaints received during the past month.

4.4 At the request of COUNTY, CITY shall meet with Contract Administrator to review any complaints or concerns relating to the Community Bus Service and to promptly correct any deficiencies. Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by CITY as expeditiously as possible.

ARTICLE 5
TERM AND TIME OF PERFORMANCE

5.1 The term of this Agreement shall begin on the date it is fully executed by the Parties and shall end on September 30, 2017; the term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the Contract Administrator ninety (90) days prior to the expiration date of the current term. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

5.2 Community Bus Service shall not commence until the receipt of a written Notice to Proceed from the Contract Administrator. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

5.3 In the event services are scheduled to end due to the expiration of this Agreement, the CITY agrees that it shall continue service upon the request of the Contract Administrator. The extension period shall not extend for greater than three months beyond the term of the Agreement. CITY shall be compensated for the service at the rate in effect when the extension is invoked by the COUNTY upon the same terms and conditions as contained in this Agreement as amended. The Purchasing Director shall notify CITY of an extension authorized herein by written notice delivered prior to the end of the term of the Agreement.

ARTICLE 6

FINANCIAL ASSISTANCE

6.1 COUNTY agrees to pay CITY Fifteen Dollars ($15.00) per Revenue Service Hour as financial assistance for the Community Bus Service that is actually performed by CITY ("Financial Assistance"). CITY shall submit its Revenue Service Hour calculations on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F." The Financial Assistance shall be used by CITY solely for the purpose of maintaining, operating, and properly equipping the Vehicle(s) and for no other purpose. COUNTY shall pay CITY, in advance, the Revenue Service Hour calculations due through the first quarter. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis. CITY acknowledges that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate CITY for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CITY's obligation to perform all items

of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CITY to reimburse its expenses.

6.1.1 Advance quarterly payments for Financial Assistance shall be adjusted by COUNTY based on the Revenue Service Hour calculations as compared to the Revenue Service Hour that were actually performed in any previous quarter.

6.1.2 Following the termination of this Agreement for any reason, CITY shall return to COUNTY any Financial Assistance paid in advance to CITY for any Revenue Service Hour that were not actually performed by CITY. COUNTY shall conduct a reconciliation of the actual Revenue Service Hour performed by CITY prior to termination compared to the amount of Revenue Service Hour for which advanced Financial Assistance was paid. CITY shall return all Financial Assistance that was received in excess of the actual Revenue Service Hour performed within thirty (30) days from receipt of notice from COUNTY demanding repayment. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

6.2 METHOD OF BILLING AND PAYMENT

6.2.1 CITY shall submit invoices for compensation, in advance, on a quarterly basis. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and shall include a list of all Florida commercial licensed drivers, including drivers' license numbers, for each individual permitted to operate the Vehicle(s). Each invoice must be submitted on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F."

6.3 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by COUNTY.

6.4 Payment shall be made to CITY at:

Budget Director
City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060

ARTICLE 7

GOVERNMENTAL IMMUNITY AND INDEMNIFICATION

7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. CITY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

7.2 In the event that City contracts with a third party to provide the transportation service addressed herein, any contract with such third party shall include the following provision:

INDEMNIFICATION: CITY's contractor shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, CITY's contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action, or demand, CITY's contractor shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due CITY's contractor under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 8

INSURANCE

8.1 CITY is an entity subject to Section 768.28, Florida Statutes, and CITY shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

8.2 In the event that CITY contracts with a third party to provide Community Bus Service, any contract with such third party shall include, at a minimum, the following provisions:

8.2.1 INSURANCE: CITY's contractor shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "G" in accordance with the terms and conditions stated in this Article.

8.2.1 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. CITY's contractor shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.

8.2.2 The foregoing requirements represent minimum coverages that shall be contained in CITY's contracts with a third party. Any additional requirements for professional liability, property/builders risk, installation floater, and environmental or pollution shall be subject to CITY's standard requirements for the Project.

ARTICLE 9

TERMINATION

9.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided

by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If COUNTY 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.

9.2 This Agreement may be terminated for cause for reasons including, but not limited to, CITY's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if CITY is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the CITY provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

9.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

9.4 In the event this Agreement is terminated for convenience, CITY shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CITY acknowledges that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by CITY, for COUNTY's right to terminate this Agreement for convenience.

9.5 In the event this Agreement is terminated for any reason, any amounts due CITY shall be withheld by COUNTY until all documents and reports are provided to COUNTY pursuant to Section 12.1 of Article 12.

ARTICLE 10

EEO COMPLIANCE

10.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. CITY shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by CITY to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the COUNTY, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

CITY shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

CITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. CITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CITY shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, CITY represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CITY all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

ARTICLE 11

TITLE VI

By execution of this Agreement, CITY, as a subrecipient of FTA financial assistance, adopts Exhibit "H" as their Title VI Program. CITY shall ensure that Community Bus Services and related benefits shall be distributed in an equitable manner with no discrimination on the grounds of race, color, or national origin in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq. ("Title VI") and 49 C.F.R. part 21. CITY shall provide information to the public regarding the Title VI complaint procedures and apprise members of the public of protections against discrimination afforded to them by Title VI, including, but not limited to posting notices on its Vehicle(s), website, and bus schedules. CITY shall permit COUNTY to monitor CITY for Title VI compliance in accordance with the Title VI Program and shall take all actions which may be required to maintain compliance with Title VI.

ARTICLE 12

MISCELLANEOUS

12.1 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 COUNTY, and, if a copyright is claimed, CITY grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CITY, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by CITY to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CITY shall be withheld until all documents are received as provided herein.

12.2 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent CITY is a contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, CITY shall:

12.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the services under this Agreement;

12.2.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

12.2.3 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

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

The failure of CITY to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Article 10.

12.3 AUDIT RIGHTS, AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CITY and its subcontractors that are related to this Project. CITY and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CITY and its 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, CITY or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

CITY and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, 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 Act, Chapter 119, Florida Statutes, 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. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

CITY shall ensure that the requirements of this Section 12.3 are included in all agreements with its subcontractor(s).

12.4 PUBLIC ENTITY CRIME ACT

CITY represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, 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 COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (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 COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CITY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CITY has been placed on the convicted vendor list.

12.5 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision of CITY. In providing such services, neither CITY nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to CITY or CITY's agents any authority of any kind to bind COUNTY in any respect whatsoever.

12.6 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.7 NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR COUNTY:

Director
Broward County Transit Division
One North University Drive, Suite 3100A
Plantation, FL 33324

FOR CITY:

City Manager
City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060

12.8 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, CITY shall not subcontract any portion of the work required by this Agreement, except authorized herein. Notwithstanding the Termination provision of this Agreement, COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CITY of this Agreement or any right or interest herein without COUNTY's written consent.

CITY 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.

CITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CITY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

12.9 CONFLICTS

Neither CITY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CITY's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of CITY's officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or CITY is not a party, unless compelled by court process. Further, 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 COUNTY 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 CITY 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 CITY is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CITY shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CITY.

12.10 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

COUNTY'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.

12.11 COMPLIANCE WITH LAWS

CITY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

12.12 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

12.13 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

12.14 INTERPRETATION

The headings contained in this Agreement 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 shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

12.15 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 13 of this

Agreement, the term, statement, requirement, or provision contained in Articles 1 through 13 shall prevail and be given effect.

12.16 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12.17 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. 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 Board and CITY or others delegated authority to or otherwise authorized to execute same on their behalf.

12.18 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. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

12.19 PAYABLE INTEREST

12.19.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CITY 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.

12.19.2 Rate of Interest. In any instance where the prohibition or limitations of Section 12.19.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

12.20 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits "A", "B", "C", "D", "E", "F", "G", and "H" are incorporated into and made a part of this Agreement.

12.21 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.

12.22 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 12th day of August, 2014, and CITY OF POMPANO BEACH, signing by and through its Mayor, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By_____
County Administrator

____ day of _____, 20___

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By_____
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

Insurance requirements
approved by Broward County
Risk Management Division

By _____
Signature (Date)

_____
Print Name and Title above

SVT:dmv
community bus form 2014 capital assistance- city of pompano beach
8/1/14
14-114.05

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF POMPANO BEACH FOR COMMUNITY BUS SERVICE

CITY:

ATTEST:

See Page 40A Attached
City Clerk

(CORPORATE SEAL)

CITY OF POMPANO BEACH

By: See Page 40A Attached
Lamar Fisher, Mayor

____ day of _____, 20___.

APPROVED AS TO FORM:

By: _____
City Attorney

PLEASE SEE ATTACHED SIGNATURE PAGE 40A FOR CITY OF POMPANO BEACH'S SIGNATURES

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER
MAYOR

By: _____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

_____
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24th day of September, 2014 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

ASCELETA HAMMOND
Notary Public - State of Florida
My Comm. Expires Jan 7, 2015
Commission # EE 27110
Bonded Through National Notary Assn.

_____
NOTARY PUBLIC, STATE OF FLORIDA

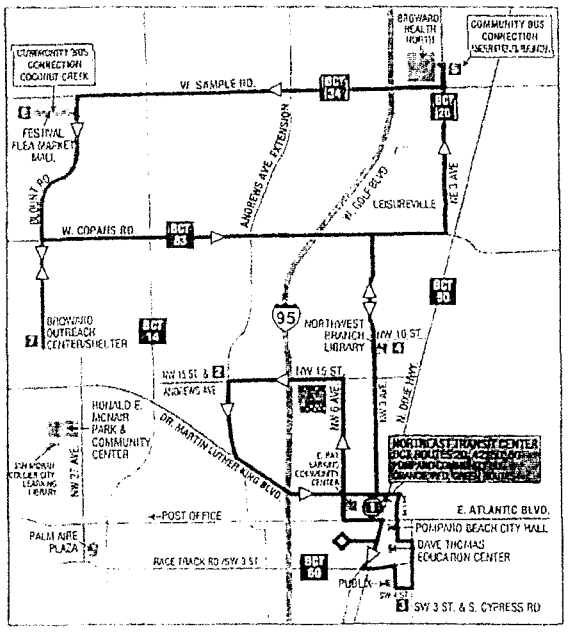
Asceleta Hammond
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

EXHIBIT "A"

Routes – Schedules & Maps

Exhibit "A"



pompano beach
Florida's Warmest Welcome

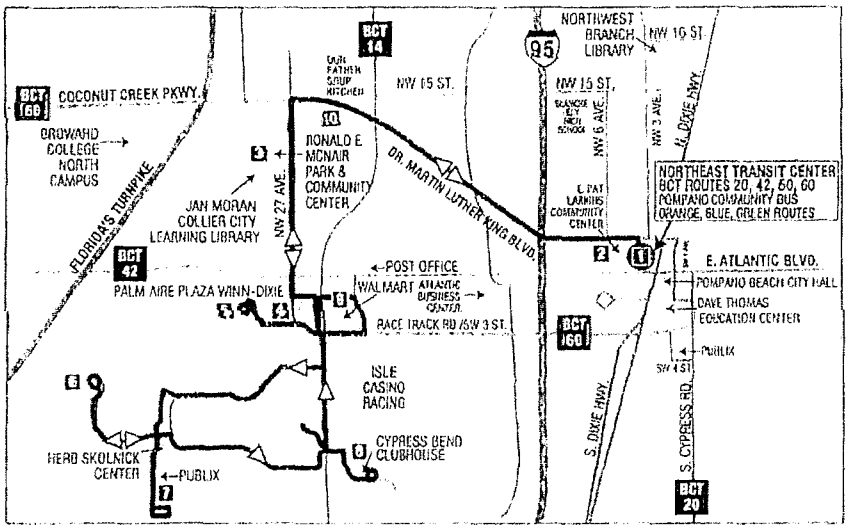
BLUE Route

Every 60 minutes
from the Northeast Transit Center beginning at 8:40 a.m.

NORTHEAST TRANSIT CENTER	NW 15 ST ANDREWS AVE	NORTHEAST TRANSIT CTR MLK BLVD	SW 3 ST S CYPRESS RD	NORTHEAST TRANSIT CENTER	POMPANO BEACH LIBRARY	BROWARD HEALTH NORTH NE 3 AVE & SAMPLE	FESTIVAL FLEA MARKET	BLOUNT RD SHELTER	POMPANO BEACH LIBRARY	NORTHEAST TRANSIT CENTER
1	**2**	**1**	**3**	**1**	**4**	**5**	**6**	**7**	**4**	**1**
8:40a	8:47a	8:53a	9:01a	9:07a	9:13a	9:24a	9:35a	9:41a	9:52a	9:58a
10:00a	10:07a	10:13a	10:21a	10:27a	10:33a	10:44a	10:55a	11:01a	11:12a	11:18a
11:20a	11:27a	11:33a	11:41a	11:47a	11:53a	12:04p	12:15p	12:21p	12:32p	12:38p
12:40p	12:47p	12:53p	1:01p	1:07p	1:13p	1:24p	1:35p	1:41p	1:52p	1:58p
2:00p	2:07p	2:13p	2:21p	2:27p	2:33p	2:44p	2:55p	3:01p	3:12p	3:18p
3:19p	3:26p	3:32p	3:40p	3:46p	3:52p	4:03p	4:14p	4:20p	4:31p	4:37p

Bold type indicates PM hours

Exhibit "A"



pompano beach.

Florida's Warmest Welcome

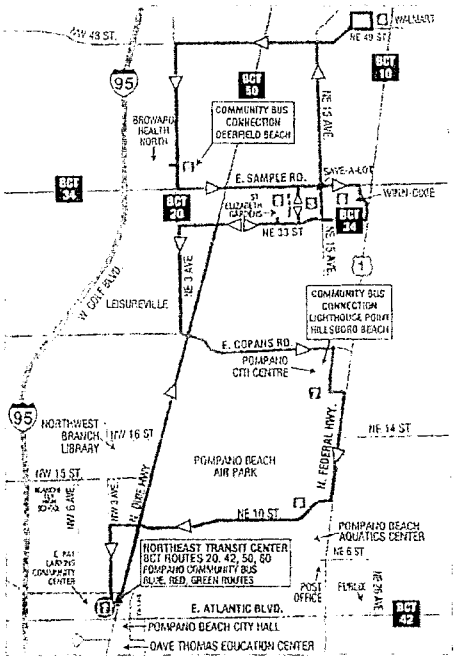
RED Route

Every 68 minutes
from the Northeast Transit Center beginning at 9:00 a.m.

NORTHEAST TRANSIT CENTER	E. PAT LARKINS CENTER	MCNAIR CENTER JAN MORAN LIBRARY	PALM AIRE PLAZA WINN-DIXIE	PALM AIRE BLVD N N COURSE DR	OAKS CLUBHOUSE	PALM AIRE PUBLIX	CYPRESS BEND CLUBHOUSE	ATLANTIC BLVD POWERLINE RD WAL MART	PALM AIRE PLAZA WINN-DIXIE	MCNAIR CENTER JAN MORAN LIBRARY	OUR FATHER SOUP KITCHEN	E. PAT LARKINS CENTER	NORTHEAST TRANSIT CENTER
1	2	3	4	5	6	7	8	9	4	3	10	2	1
9:00a	9:02a	9:14a	9:19a	9:22a	9:27a	9:32a	9:37a	9:42a	9:46a	9:52a	9:58a	10:04a	10:06a
10:08a	10:10a	10:22a	10:27a	10:30a	10:35a	10:40a	10:45a	10:50a	10:54a	11:00a	11:06a	11:12a	11:14a
11:16a	11:18a	11:30a	11:35a	11:38a	11:43a	11:48a	11:53a	11:58a	12:02p	12:08p	12:14p	12:20p	12:22p
12:24p	12:26p	12:38p	12:43p	12:46p	12:51p	12:56p	1:01p	1:06p	1:10p	1:16p	1:22p	1:28p	1:30p
1:34p	1:36p	1:48p	1:53p	1:56p	2:01p	2:06p	2:11p	2:16p	2:20p	2:26p	2:32p	2:38p	2:40p
2:42p	2:44p	2:56p	3:01p	3:04p	3:09p	3:14p	3:19p	3:24p	3:28p	3:34p	3:40p	3:46p	3:48p
3:51p	3:53p	4:05p	4:10p	4:13p	4:18p	4:23p	4:28p	4:33p	4:37p	4:43p	4:49p	4:55p	4:57p

Bold type indicates PM hours.

Exhibit "A"



pompano beach

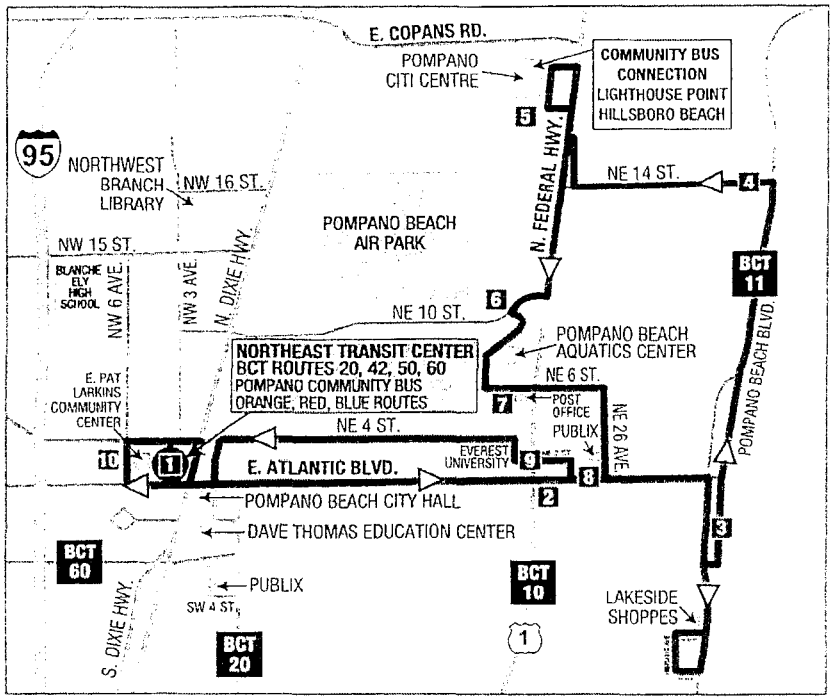
ORANGE Route

Every 68 minutes
from the Northeast Transit Center beginning at 9:00 a.m.

NORTHEAST TRANSIT CENTER KISS & RIDE	ST ELIZABETH GARDENS	SAVE-A-LOT SAMPLE ROAD	WALMART NE 49 STREET & FEDERAL HWY	NORTH BROWARD HOSPITAL NE 3 AVE & SAMPLE	WINN DIXIE SAMPLE AND US 1	ST ELIZABETH GARDENS	POMPANO BEACH CITI CENTRE	POMPANO BEACH AQUATIC PARK	NORTHEAST TRANSIT CENTER KISS & RIDE
1	2	3	4	5	6	2	7	8	1
9:05a	9:10a	9:12a	9:22a	9:28a	9:35a	9:39a	9:50a	9:57a	10:05a
10:08a	10:13a	10:20a	10:30a	10:36a	10:43a	10:47a	10:58a	11:05a	11:13a
11:16a	11:25a	11:28a	11:38a	11:44a	11:51a	11:55a	12:06p	12:13p	12:21p
12:24p	12:34p	12:36p	12:46p	12:52p	12:59p	1:03p	1:14p	1:21p	1:29p
1:34p	1:44p	1:46p	1:56p	2:02p	2:09p	2:13p	2:24p	2:31p	2:39p
2:42p	2:52p	2:54p	3:04p	3:10p	3:17p	3:21p	3:32p	3:39p	3:47p
3:45p	4:02p	4:04p	4:14p	4:20p	4:27p	4:31p	4:42p	4:49p	4:57p

Bold type indicates PM hours

Exhibit "A"



pompano beach
Florida's Warmest Welcome

GREEN Route

Every 68 minutes
from the Northeast Transit Center beginning at 9:00 a.m.

NORTHEAST TRANSIT CENTER KISS & RIDE	ATLANTIC BLVD US 1	ATLANTIC BLVD POMPANO BEACH BLVD	NE 14 ST A1A	POMPANO CITI CENTRE	POMPANO BEACH AQUATIC PARK	NE 6 ST US 1 POST OFFICE	ATLANTIC BLVD NE 26 AVE PUBLIX	EVEREST UNIVERSITY	E. PAT LARKINS CENTER	NORTHEAST TRANSIT CENTER KISS & RIDE
1	2	3	4	5	6	7	8	9	10	1
9:00a	9:10a	9:19a	9:24a	9:30a	9:38a	9:41a	9:46a	9:51a	10:01a	10:03a
10:08a	10:18a	10:27a	10:32a	10:38a	10:46a	10:49a	10:54a	10:59a	11:09a	11:11a
11:16a	11:26a	11:35a	11:40a	11:46a	11:54a	11:57a	12:02p	**12:07p**	**12:17p**	**12:19p**
12:24p	**12:34p**	**12:43p**	**12:48p**	**12:54p**	**1:02p**	**1:05p**	**1:10p**	**1:15p**	**1:25p**	**1:27p**
1:34p	**1:44p**	**1:53p**	**1:58p**	**2:04p**	**2:12p**	**2:15p**	**2:20p**	**2:25p**	**2:35p**	**2:37p**
2:42p	**2:52p**	**3:01p**	**3:06p**	**3:12p**	**3:20p**	**3:23p**	**3:28p**	**3:33p**	**3:43p**	**3:45p**
3:49p	**3:59p**	**4:08p**	**4:13p**	**4:19p**	**4:27p**	**4:30p**	**4:35p**	**4:40p**	**4:50p**	**4:52p**

Bold type indicates PM hours.

EXHIBIT "B"

DRUG & ALCOHOL MODEL

EXHIBIT "B"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establishing a continuing drug-free awareness program to inform its employees about:
- (i) The dangers of drug abuse in the workplace;
- (ii) The offeror's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);

(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.

(5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Vendor Signature)

Limousines of South Florida, Inc.
(Print Vendor Name)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 14 day of August, 20 14

by Mark Levitt
(Name of person who's signature is being notarized)

as Vice President (Title) of Limousines of South Florida, Inc. (Name of Corporation/Company)

known to me to be the person described herein, or who produced
FL DL
(Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

Ayana Caballero
(Print Name)

My commission expires: 6/11/17

AYANA CABALLERO NOTARY PUBLIC STATE OF FLORIDA
My Comm. Expires June 11, 2017
No. FF 26373

(05/2014)

EXHIBIT "C"

SCHEDULE OF REPORTS

EXHIBIT "C"

Report	Details	Frequency	Due
Active Drivers	Current list of Vehicle Operators	Monthly	10th of each month *
Complaints	Detailed summary of all received complaints including: date of original complaint, contact information, description of complaint and complaint resolution	Monthly	10th of each month *
Drug & Alcohol Certification	Reports summarizing City's Drug and Alcohol testing program results to the BCT Drug and Alcohol Program Manager	Quarterly and Annually	Quarterly and Annually by February 15th
Fuel Usage	Fuel usage for all revenue service vehicles in gallons	Monthly	10th of each month *
Insurance	Valid insurance certificate in accordance with contract requirements	Annually	At time of applicable renewal
Invoice	Invoiced quarterly based on County's certified projected annual funding to City each Fiscal Year	Quarterly	October 10th, January 10th, April 10th, and July 10th
Major Accidents and Incidents	Major accidents and incidents resulting in a loss of life, injuries, disruption of service, or over $25,000 property damage with details such as operator and supervisor's report, police report case number, and photos	As needed when qualifying events occur	72 hours after event
Motor Vehicle Report (MVR)	Driving record as compiled by State of Florida Department of Motor Vehicles on City's or Contractor's active drivers. This action is apart from normal background checks required for prospective new hires of bus operators	Semi-Annually	Every six (6) months
NTD Random Trips	Random sample trips with boarding and alighting details for NTD passenger mile calculation	Quarterly	October 1st, January 1st, March 1st, and June 1st
Operating Expenses	Detailed Operating expenses annual outlined per NTD guidelines for operations, maintenance, nonvehicle maintenance, administration	Annually	November 1st
Revenue Vehicle System Failures	Detailed summary of each NTD-defined mechanical breakdown that occurs while in revenue service and cannot continue safe operation	Monthly	10th of each month *
Safety Certification	Notarized Safety Certifications to FDOT with a copy to County that attest to compliance with adopted Security Program Plan (SPP) and System Safety Program Plan (SSPP). The Safety Certifications shall comply with standards set forth in Rule 14-90, Florida Administrate Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time	Annually	City shall submit certifications to County by February 8th for comments and corrections. City shall present County's approved certifications to FDOT by February 15th
Service Summary Report	Route detail daily passenger counts, revenue miles, vehicle miles, vehicle odometer readings, and missed service	Monthly	10th of each month *
Vehicle Inventory (County)	Certified inventory confirming Contracts / Grants Administrator's request on City's formal letterhead to the attention of Contracts / Grants Administrator at end of County's Fiscal Year	Annually	October 23rd
Vehicle Inventory (NTD)	Detailed inventory and odometer readings on each revenue service vehicle for NTD	Annually	November 1st
Vehicle Transactions	Confirmation of Vehicle transactions involving County Vehicles (loaners, Exchanges, Transfers and /or Returns) on County Approved Form	As needed when qualifying events occur	Next business day

*If the 10th of the Month falls on a weekend or a County observed holiday, then reports are due the following normal business day

Notes:

CommunityBusReports@Broward.org is the dedicated email for submission of all reports unless otherwise designated by the Contract Administrator.

The format of reports, either electronic or paper, is at the sole discretion of the Contract Administrator.

Additional reports may be added as deemed necessary by the Contract Administrator

COUNTY will provide the guidance, instructions, and/or template required to meet requirements for each report.

CITY is responsible for accurate data reporting and documentation.

EXHIBIT "D"

VEHICLES & EQUIPMENT (CAD/AVL) INVENTORY

EXHIBIT "D"

City of Pompano Beach

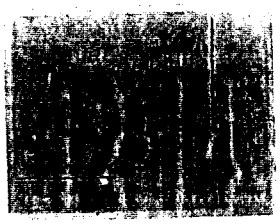
Vehicle(s) Operating in Pompano Beach

Capital Assistance for Vehicle Lease for Fiscal Year 2015

Vehicle #	Year	Make	Seats	Asset	VIN
216	2004	ElDorado	16/2		1FDWE45F33HB79216
121-9	2009	ElDorado	16/2		1FDFE45P89DA37775
275	2013	Forest River	24/2		5WEXWSKK6DH170732
1302	2007	Ford	16/2		1FDXE45P07DA62848

INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



Mail To:
LIMOUSINES OF SOUTH FLORIDA INC
3300 SW 11TH AVE
FT LAUDERDALE, FL 33315

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

#216

CO/AGY 10 / 1 T# 782780098
B# 1334300

FLORIDA VEHICLE REGISTRATION

PLATE W322NE DECAL 16870067 Expires **Midnight Wed 12/31/2014**

YR/MK	2004/ELDO	BODY	BU			Reg. Tax	163.65	Class Code	36
VIN	1FDWE45F33HB79216			TITLE	91983968	Init. Reg.		Tax Months	12
Plate Type	RGS	NET WT	5689	GVW	14000	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	592564092-03			2ND DL#	216	Sales Tax		Credit Months	
Date Issued	12/20/2013	Plate Issued	1/16/2007			Voluntary Fees			
						Grand Total	166.65		

LIMOUSINES OF SOUTH FLORIDA INC
3300 SW 11TH AVE
FT LAUDERDALE, FL 33315

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RGS - SUNSHINE STATE

INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
LIMOUSINES OF SOUTH FLORIDA INC
3300 SW 11TH AVE
FT LAUDERDALE, FL 33315

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 10 / 1 T# 782779939
B# 1334300

PLATE 876VQP DECAL 16870003 Expires Midnight Wed 12/31/2014

YR/MK	2009/ELDO	BODY	BU	COLOR	WHI	Reg. Tax	259.65	Class Code	36
VIN	1FDFE45P89DA37775			TITLE	102244183	Init. Reg.		Tax Months	12
Plate Type	RGS	NET WT	10522	GVW	14500	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	592564092-02			2ND DL#	121 9	Sales Tax		Credit Months	
Date Issued	12/20/2013	Plate Issued	3/11/2009			Voluntary Fees			
						Grand Total	262.65		

LIMOUSINES OF SOUTH FLORIDA INC
3300 SW 11TH AVE
FT LAUDERDALE, FL 33315

IMPORTANT INFORMATION

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2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RGS - SUNSHINE STATE

CO/AGY 1 / 19 T# 804740057
B# 1895184 #275

FLORIDA VEHICLE REGISTRATION

PLATE CRSY50 DECAL 18890906 Expires Midnight Wed 12/31/2014

YR/MK	2013/FRRV	BODY	BU	COLOR	WHI	Reg. Tax	236.24	Class Code	36
VIN	5WEXWSKK6DH170732			TITLE	110933637	Init. Reg.		Tax Months	7
Plate Type	RGS	NET WT	14183	GVW	19500	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	-					Sales Tax		Credit Months	
Date Issued	5/28/2014	Plate Issued	5/28/2014			Voluntary Fees			
						Grand Total	239.24		

LIMOUSINES OF SOUTH FL INC
2766 NW 62ND ST
MIAMI, FL 33147-7662

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RGS - SUNSHINE STATE PLATE ISSUED X

INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
LIMOUSINES OF SOUTH FLORIDA INC
3300 SW 11TH AVE
FT LAUDERDALE, FL 33315

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 10 / 1 T# 782779252
B# 1334300

FLORIDA VEHICLE REGISTRATION

PLATE BSDI70 DECAL 16869766 Expires Midnight Wed 12/31/2014

YR/MK	2007/FORD	BODY	BU			Reg. Tax	159.65	Class Code	36
VIN	1FDXE45P07DA62848			TITLE	98838165	Init. Reg.		Tax Months	12
Plate Type	RGS	NET WT	6038	GVW	6999	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	592564092-02					Sales Tax		Credit Months	
Date Issued	12/20/2013	Plate Issued	2/4/2013			Voluntary Fees			
						Grand Total	162.65		

LIMOUSINES OF SOUTH FLORIDA INC
3300 SW 11TH AVE
FT LAUDERDALE, FL 33315

Das 1302

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RGS - SUNSHINE STATE

EXHIBIT "E"

PRE & POST TRIP INSPECTIONS INFORMATION

BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA
TRANSPORTATION DEPARTMENT

OPERATORS' BUS PRE-INSPECTION REPORT

NAME: _____ DATE: _____

BUS NO.: _____ RUN NO.: _____

FARE EXT.	NONE	AC/HEAT	NO A/C	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
FAREBOX REGISTER	JAMMED		NO HEAT		LEANS L/R
	LOOSE	BRAKES	FOOT	TIRE	DAMAGE WORN
	NOT REGISTERING		PARKING		FLAT TIRE/LOW
	NO READOUT		NOISY		LUG NUTS
GAUGES	AIR		NO INTERLOCK	TRANS.	HARD SHIFTING
	OIL		PULLS L/R		NOISY
	SPEEDOMETER	RADIO	WON'T TRANSMIT		NO REVERSE
	TEMPERATURE		WON'T RECEIVE		SLIPPING
	VOLTS		OTHER		OIL LEAK
LIGHTS	HEADLIGHTS	DOORS	TOO FAST		WON'T SHIFT
	DOME		TOO SLOW	WINDOWS	BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
	FARE BOX		SENSITIVE EDGE	WIPERS	INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
	TURN SIG.	ENGINE	NO POWER	SEAT	CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
MIRRORS	INSIDE		SMOKES		PASSENGER
	OUTSIDE LEFT		HARD START		WHEELCHAIR LOCK
	OUTSIDE RIGHT		WATER/OIL LEAK	STEER	HARD
DEST. SIGN	FRONT	WCHR.	NOISY		LOOSE
	REAR		WON'T CYCLE		SHIMMY
	SIDE	GREEN LITE ON G.E. CAMERA? ☐ YES ☐ NO			

MARK EACH DEFECT WITH AN X IN BOX.
IF BUS IS OK, PUT AN X IN THE OK BOX. **OK**

OTHER ITEMS

EXAUST SYS.	DIRTY OUTSIDE	ROOF HATCH
ACCELLERATOR PEDAL	DIRTY INSIDE	GRAB RAIL
INSECTS	GRAFFITI	STEPS-FRONT/REAR
PASSENGER SIGNAL	HORN	WHEELCHAIR LIFT/RAMP
COMPART. DOORS	NO TRIANGLES	VISOR
FLOOR MAT	NO REGISTRATION	NO ACC. PACKET

ADDITIONAL INFORMATION

NOTES: _____

702-247 2/09

BROWARD COUNTY
DIVISION OF MASS TRANSIT

OPERATOR'S BUS DEFECT REPORT

NAME _____ DATE _____

BUS# _____ RUN# _____

FARE EXT.	NONE	AC/HEAT	NO AC	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
FAREBOX REGISTER	JAMMED		NO HEAT		LEANS L/R
	LOOSE	BRAKES	FOOT	TIRES	DAMAGED/WORN
	NOT REGISTERING		PARKING		FLAT TIRE/LOW
	NO READOUT		NOISY		LUG NUTS
GAUGES	AIR		NO INTERLOCK	TRANS.	HARD SHIFTING
	OIL		PULLS L/R		NOISY
	SPEEDOMETER	RADIO	WON'T TRANSMIT		NO REVERSE
	TEMPERATURE		WON'T RECEIVE		SLIPPING
	VOLTS		OTHER		OIL LEAK
LIGHTS	HEADLIGHTS	DOORS	TOO FAST		WON'T SHIFT
	DOME		TOO SLOW	WINDOWS	BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
	FAREBOX		SENSITIVE EDGE	WIPERS	INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
	TURN SIG.	ENGINE	NO POWER	SEAT	CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
MIRRORS	INSIDE		SMOKES		PASSENGER
	OUTSIDE LEFT		HARD START		WHEELCHAIR LOCK
	OUTSIDE RIGHT		WATER/OIL LEAK	STEER.	HARD
DEST. SIGN	FRONT	WCHR.	NOISY		LOOSE
	REAR		WON'T CYCLE		SHIMMY
	SIDE				

MARK EACH DEFECT WITH AN X IN BOX.
IF BUS IS OK, PUT X IN OK BOX.

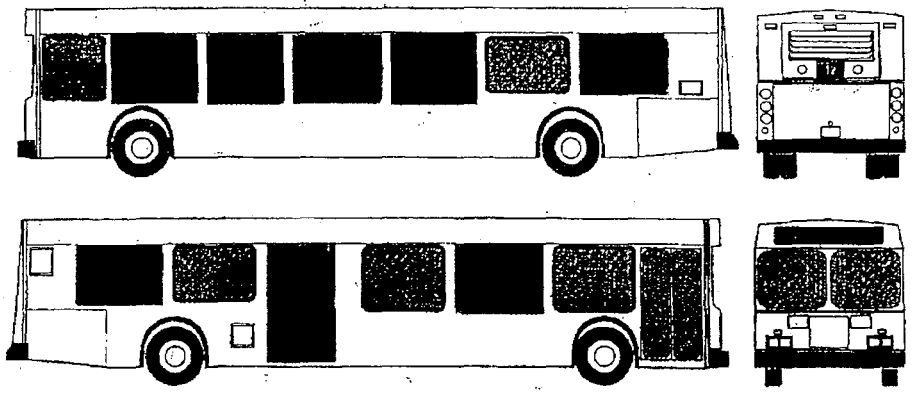
OTHER ITEMS **O.K.**

	ACCELERATOR PEDAL		DIRTY OUTSIDE		ROOF HATCH
	INSECTS		DIRTY INSIDE		GRAB RAIL
	PASSENGER SIGNAL		GRAFFITI		STEPS—FRONT/REAR
	COMPART. DOORS		HORN		VISOR
	FLOOR MAT		NO TRIANGLES		NO ACC. PACKET

ADDITIONAL INFORMATION

NOTES: _____

BCI-118



MARK AREAS OF BODY DAMAGE ON THE BUS ILLUSTRATION

EXHIBIT "F"

REVENUE SERVICE HOURS & INVOICE

EXHIBIT "F"

City of Pompano Beach

Annual Funding for Fiscal Year 2015

Community Bus Service ($15.00/Hour)

Buses	Route	Service	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Service Hour	Annual Funding
1	Orange	Weekday	9.00a - 4:57p	60 min	7.95	254	$15.00	$30,289.50
1	Green	Weekday	9:00a - 4:52p	60 min	7.87	254	$15.00	$29,984.70
1	Blue	Weekday	8:45a - 4:42p	60 min	7.95	254	$15.00	$30,289.50
1	Red	Weekday	9:05a - 5:02p	60 min	7.95	254	$15.00	$30,289.50
					Total Annual Operating Funding			$120,853.20
					Capital Funding ($3,323.80 per bus)			$53,180.80
					Total Annual Funding			$174,034.00

EXHIBIT "G"

INSURANCE CERTIFICATE

pompano beach
Florida's Warmest Welcome

MEMORANDUM

Risk Management

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED.

COVERAGE

THIS IS TO CERTIFY THAT THE CITY OF POMPANO BEACH IS SELF INSURED, AND SELF ADMINISTERED 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.

TYPE OF INSURANCE	POLICY Effective	POLICY Expiration	LIMITS
GENERAL LIABILITY	03/01/14	03/01/15	STATUTORY
PRODUCT LIABILITY	03/01/14	03/01/15	STATUTORY
COMPLETED OPERATIONS	03/01/14	03/01/15	STATUTORY
PERSONAL INJURY	03/01/14	03/01/15	STATUTORY
PROFESSIONAL LIABILITY	03/01/14	03/01/15	STATUTORY
AUTOMOBILE LIABILITY	03/01/14	03/01/15	STATUTORY
ANY AUTO	03/01/14	03/01/15	STATUTORY
ALL OWNED AUTOS	03/01/14	03/01/15	STATUTORY
HIRED AUTOS	03/01/14	03/01/15	STATUTORY
WORKERS' COMPENSATION	03/01/14	03/01/15	STATUTORY

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE CITY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE CITY, ITS AGENTS OR REPRESENTATIVES.

Eddie C. Beecher, Risk Manager

CERTIFICATE HOLDER:
Broward County
Broward County Board of Commissioners
Community Bus Program
March 26, 2014

Insurance Requirement

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY **Broad form or equivalent** *With no exclusions or limitations for:* [x] Premises–Operations [x] Explosion, Collapse, Underground Hazards [x] Products/Completed Operations Hazard [x] Contractual Insurance [x] Independent Contractors [x] Personal Injury [ ] Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	**$1 mil**	**$2 mil**
	Personal Injury		
BUSINESS AUTO LIABILITY* **COMPREHENSIVE FORM** [x] Owned [x] Hired [x] Non-owned [x] Scheduled [x] Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	**$ 1 mil**	
EXCESS/UMBRELLA LIABILITY *May be used to supplement minimum liability coverage requirements.*	Follow form basis or Add'l insd endorsement is required		
[x] WORKERS' COMPENSATION *If exempt: State Exemption Certificate or letter on company letterhead is required.* **[x] EMPLOYERS' LIABILITY**	Chapter 440 FS	**STATUTORY**	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
	(each accident)	**$ 500 k**	
[ ] PROFESSIONAL LIABILITY (E & O)	(each accident)		
	Extended coverage period		
[ ] BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County	Maximum Deductible $10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value Coverage commences prior to construction		Completed Value form
[ ] Installation floater Coverage must be "All Risk", completed value Coverage must remain in force until written final acceptance by County	Maximum Deductible Coverage commences Prior to construction	$10 k	Completed Value form

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

REFERENCE: Community Bus Service- BCT

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Attn: Moji Oderinde- BCT

Risk Management Division

Revised 2013

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/13/2014

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
MARSH USA INC
SUITE 400
1255 23RD STREET, N W
WASHINGTON, DC 20037

615840---13-14

INSURED
Limousines of South Florida, Inc.
2766 NW 62nd Street
Miami, FL 33142

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Interstate Insurance Company	32620
INSURER B:	Scottsdale Insurance Company	41297
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: CLE-004126161-01 REVISION NUMBER: 2

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			BCS0031515	02/18/2014	02/18/2015	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	X POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			8199700-00	12/18/2013	12/18/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/14/2014

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

FRANKCRUM INSURANCE AGENCY, INC.
100 S. MISSOURI AVE.
CLEARWATER FL 33756

CONTACT NAME:
PHONE (A/C, No, Ext): 1-800-277-1620 x4800 FAX (A/C, No): 727-797-0704
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A:	FRANK WINSTON CRUM INSURANCE CO.	11600
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

FrankCrum 1-800-277-1620
100 S MISSOURI AVENUE
CLEARWATER FL 33756

COVERAGES CERTIFICATE NUMBER: 251685 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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PROJECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC201400000	1/1/2014	1/1/2015	X WC STATUTORY LIMITS / OTHER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

EFFECTIVE 01/01/2014, COVERAGE IS FOR 100% OF THE EMPLOYEES OF FRANKCRUM LEASED TO LIMOUSINES OF SOUTH FLORIDA, INC (CLIENT) FOR WHOM THE CLIENT IS REPORTING HOURS TO FRANKCRUM. COVERAGE IS NOT EXTENDED TO STATUTORY EMPLOYEES.

CERTIFICATE HOLDER

CITY OF POMPANO BEACH
100 WEST ATLANTIC BLVD.
POMPANO BEACH, FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT "H"

TITLE VI

EXHIBIT "H"

City of Pompano Beach **Title VI Program**

Under Title VI of the Civil Rights Act of 1964, as amended, and as subrecipients of federal financial assistance, CITY, without regard to race, color, or national origin, operate and plan for transit services so that: transit benefits and services are available and distributed equitably; transit services are adequate enough to provide access and mobility for all; opportunities to participate in transit planning and decision-making process are provided to everyone; decisions on the locations of transit facilities and services are carried out equitably; and that remedial and corrective actions are undertaken to prevent discriminatory treatment of any beneficiary.

This Title VI Program for the CITY, a subrecipient of the COUNTY, was prepared in accordance with the requirements specified in the Federal Transit Administration (FTA), Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," dated October 2, 2012.

Title VI Notice and Complaint Procedures

All subrecipients use the COUNTY'S adopted Title VI Notice and Complaint Procedures. Accordingly, the Title VI public statement is placed inside of each passenger vehicle, on printed timetables, online, and at major transfer locations. The text of the statement is as followed:

NOTICE OF PROTECTIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT

Any person(s) or group(s) who believes that they have been subjected to discrimination because of race, color, or national origin, under any transit program or activity provided by Broward County Transit (BCT), may call (954)357-8481 to file a Title VI discrimination complaint or write to the Broward County Transportation Department, Compliance Manager, 1 N. University Drive Suite 3100A Plantation, Florida 33324.

Title VI Investigations, Complaints and Lawsuits

The CITY has no past, current, or pending Title VI investigations, complaints, or lawsuits. All Title VI complaints are directed and investigated in accordance with COUNTY procedures.

Public Participation and Language Assistance Plans

The CITY shall in the absence of their own plans use the COUNTY's Public Participation and Language Assistance Plans in formulating public outreach strategies to engage minority, low-income, and Limited English Proficient (LEP) populations.

Planning or Advisory Boards

The CITY does not currently have a transit specific non-elected planning or advisory board as described in FTA Circular 4702.1B Chapter III Sec 10. If such entities are created, the CITY will provide the COUNTY with the racial breakdown of the board and a description of how minority participation is encouraged, as required by FTA.

Monitoring Subrecipients

The CITY is monitored by our primary recipient, the COUNTY. The monitoring process outlined by the COUNTY includes the collection of Title VI Programs, reviews of service change proposals, and attendance at quarterly Community Bus meetings.

Facility Equity Analysis

The CITY does not have plans to build any maintenance or operations facilities that require Title VI analysis under FTA Circular 4702.1B Chapter III Sec. 13. If plans are created the CITY will collaborate with the COUNTY to ensure that the appropriate analysis is conducted in compliance with FTA specifications.

Service Standards

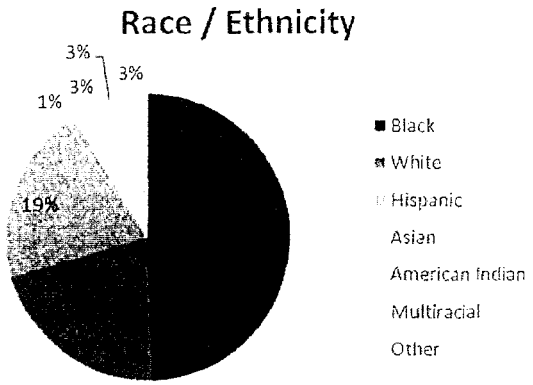
The CITY in agreement with the COUNTY will use the following service standards for community bus service. The CITY will collaborate with COUNTY to monitor service standards as necessary per FTA Circular 4702.1B.

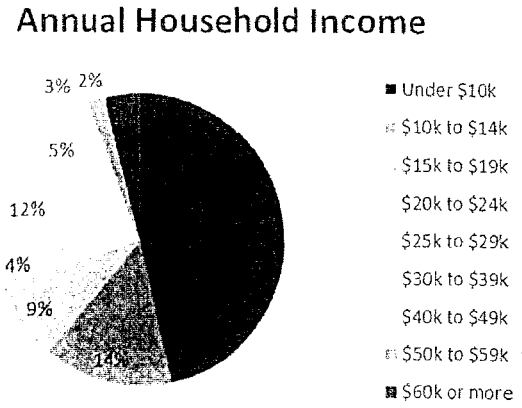
Type	Standard Description
Vehicle Load	1.25 capacity ratio for all vehicles.
Vehicle Headway	75 minute average headway all day.
On-Time Performance	80% On-Time Performance is expected of community bus routes. On-time is

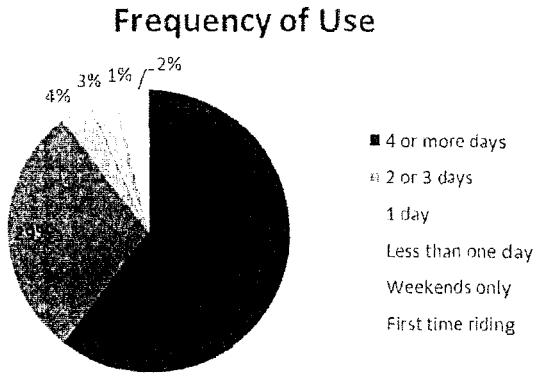
	defined based on departures of 1 minute early to 5 minutes late.
Service Availability	Community bus routes operate to complement COUNTY local, breeze, express, and paratransit services. To the greatest extent possible community bus will fill gaps in COUNTY service coverage and offer local circulation to neighborhood destinations.
Transit Amenities	The CITY collaborates with the COUNTY in the siting of transit amenities in accordance with a criteria based on ridership, community need, and available right-of-way. For passenger convenience, Community Bus stops are generally placed in close proximity of shopping plazas, grocery stores, hospitals, parks, and offices.
Vehicle Assignment	Vehicles in service for 5 years or 150,000 miles are prioritized for replacement. Routes regularly exceeding the capacity threshold that cannot be addressed through additional service will be leased larger vehicles. The COUNTY is generally responsible for the procurement and replacement of transit vehicles.

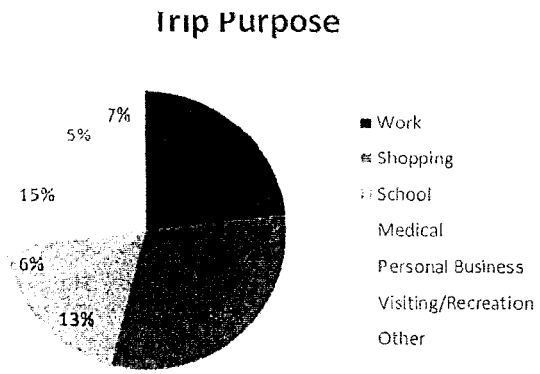
Community Bus Service Demographics

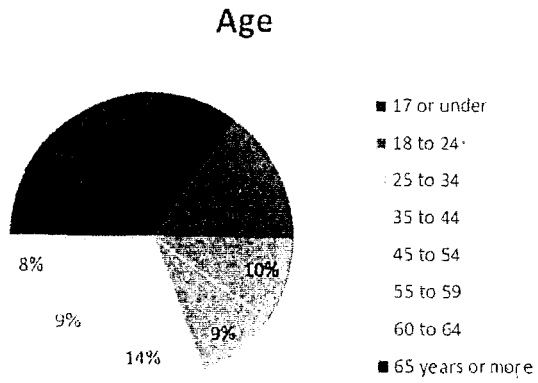
As a component of BCT's *Broward Connected* 10 Year Transit Development Plan (TDP), on-board surveys were conducted in March 2013 from randomly selected community bus trips. The charts below characterize the demographics of the entire community bus system. The CITY supports the COUNTY'S initiative to conduct on-board surveys every 5-years during the TDP process and understands that additional surveys are encouraged prior to a major service or fare change.











Meeting Date: 09/08/2015 Agenda Item 7

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 CITY MANAGER TO SUBMIT AN APPLICATION TO THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, BOATING INFRASTRUCTURE GRANT PROGRAM FOR ASSISTANCE WITH THE WATER TAXI FACILITIES PROJECT; PROVIDING AN EFFECTIVE DATE. (Fiscal impact: $98,500.00 from FIND Grant)

Summary of Purpose and Why:

The Development Services Department is partnering with the Community Redevelopment Agency (CRA) to submit a request for grant funding from the Florida Fish and Wildlife Conservation Commission for a Boating Infrastructure Grant (BIG). The project scope includes construction of a new water taxi facility, located at NE 2nd Street and Riverside Drive, which will accommodate 4 - 5 vessels. The Water Taxi will provide on and off stops to some major area locations including new and existing restaurants just south of the Atlantic Blvd. Bridge to the Hillsboro Inlet Marina, the Pier Parking Lot and the Beach Library. The new dock will create a connection to the current Ft. Lauderdale and Hollywood Water Taxi lines and eventually connect to Deerfield Beach's service. The CRA is requesting $98,500.00 from the BIG grant, with matching funds to be provided by the City estimated to be $98,500.00. The source of these funds is a Florida Inland Navigation District (FIND) grant.

Accomplishing this item supports achieving initiative "4.0 Increase community accessibility and mobility" identified in the City's 2013 Strategic Plan.

(1) Origin of request for this action: Development Services Department
(2) Primary staff contact: Robin Bird/Karen Santen/Horacio Danovich (CRA) Ext. 7834
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding: $0 from City; $98,500 from FIND grant

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services		Approval	
City Attorney	8/17/15		CAC #2015-1324
City Manager			

ACTION TAKEN BY COMMISSION:

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

\\PUBLICWORKS\Special\Grants General Information\Grants information\Grants by Category\Water Taxi Station\Boating Infrastructure Grant BIG\Agenda - StrategicInitiative.docx

City Attorney's Communication #2015-1324
July 22, 2015

TO: Horacio Danovich, CIP Engineer

FROM: Gordon B. Linn, City Attorney

RE: Resolutions – Water Taxi Grant

Pursuant to your e-mail dated July 22, 2015, attached please find the following captioned resolution:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, BOATING INFRASTRUCTURE GRANT PROGRAM FOR ASSISTANCE WITH THE WATER TAXI FACILITIES PROJECT; PROVIDING AN EFFECTIVE DATE.**

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

GORDON B. LINN

/jrm
l:cor/engr/2015-1324

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 CITY MANAGER TO SUBMIT AN APPLICATION TO THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, BOATING INFRASTRUCTURE GRANT PROGRAM FOR ASSISTANCE WITH THE WATER TAXI FACILITIES PROJECT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach is interested in carrying out the following described project, "Project," for the enjoyment of the citizenry of Pompano Beach and the State of Florida:

Project Title: Water Taxi Station Project

Total Estimated Cost: $197,000.00

Brief Description of Project: Construction of a new water taxi facility to accommodate water taxis. The facility will accommodate 4 – 5 vessels.

Location of project: Located at NE 2nd Street and Riverside Drive; now, therefore,

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

SECTION 1. That the Project described above be and the same is hereby authorized.

SECTION 2. That the City Manager or his designee is hereby authorized to make application to the Florida Fish and Wildlife Conservation Commission, Boating Infrastructure Grant Program for the Project, and to administer any grant on behalf of said City of Pompano Beach.

SECTION 3. The City of Pompano Beach is willing to enter into a 20-year agreement for the maintenance and operation of the Project.

SECTION 4. The amount of Boating Infrastructure Grant Program grant requested will be $98,500.00.

SECTION 5. That the amount of matching funds to be provided by the City is estimated to be $98,500.00. The source of these funds is a Florida Inland Navigation District grant.

SECTION 6. 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
7/22/15
lreso/2015-433

pompano beach
Florida's Warmest Welcome

CITY MANAGER'S OFFICE

Horacio Danovich, CIP Engineer
E: horacio.danovich@copbfl.com | P: 954.786.7834 | F: 954.786.7836

August 3, 2015

Program Administrator
Florida Fish and Wildlife Conservation Commission
Boating Infrastructure Grant Program
620 S. Meridian Street
Tallahassee, FL 32399-1600

Re: BIG application, City of Pompano Beach

To whom it may concern:

On behalf of the City of Pompano Beach, I am submitting for your consideration our application for the Florida Fish and Wildlife Conservation Commission, Boating Infrastructure Grant Program. Our proposed project is for the construction of new boat dockage to be located on Riverside Drive and NE 2nd Street on the Intracoastal Waterway. It is an essential part of the City's plan to introduce the Water Taxi to Pompano Beach and will provide new public and commercial access for transient, seafaring vessels.

Enclosed please find one original and three copies of the complete application including all attachments. I anticipate that the City of Pompano Beach City Commission will pass a resolution of support for the grant at the September 8, 2015 meeting. A copy of the proposed resolution is included in the application. The site is currently zoned RM-45 and will be rezoned CF.

Thank you for your time in considering our application. If you have any questions, please call (954) 786-7834 or email me at horacio.danovich@copbfl.com.

Sincerely,

Horacio Danovich
CIP Engineer

Florida Fish and Wildlife Conservation Commission
MyFWC.com

Boating Infrastructure Grant Program Grant Application

Fill in all sections that apply – leave all other sections blank

I – APPLICANT INFORMATION		
Applicant: City of Pompano Beach		
Federal Employer Id. No.: 59-6000411		
Project Manager Name: Horacio Danovich	Project Manager Title: CIP Manager	
Mailing Address: 100 W. Atlantic Blvd.	City: Pompano Beach	Zip Code: 33060
Shipping Address: same as above	City:	Zip Code:
Telephone: 954-786-7834 Fax: 954-786-7836	Email: horacio.danovich@copbfl.com	

PARTNERSHIPS
List partners involved in the project (Do not include the Fish and Wildlife Conservation Commission or USFWS):
1. Community Redevelopment Agency (will provide logistical management)
2. Florida Inland Navigation District (FIND) (will provide matching funds)
3. Water Taxi (the City will subsidize cost of fuel)
4. Broward County Convention & Visitors Bureau (will facilitate connection between neighboring cities)
5. Fishing Village LLC (private/public partnership in Pier Development agreement)

PROJECT SUMMARY

Type of Application: (●) New (never before considered) ( ) Reconsideration ( ) Phased Continuation – Phase No.: ____

Grant Amount Requested: $ 98,500.00 | Total Project Cost: $ 197,000.00

Provide a brief summary of the project:

The City of Pompano Beach is requesting funding for the construction of a new public boat dock to be located on Riverside Drive and NE 2nd Street on the Intracoastal Waterway (ICW). It will provide public and commercial access for transient, non-trailerable recreational vessels in accordance with the FIND Waterways Assistance Program and was listed in the Top 10 FIND projects statewide.

This dockage site, a cooperative project between the City and the Community Redevelopment Agency (CRA) and a private/public partnership with Fishing Village LLC and Water Taxi, will create new tie-up availability for recreational vehicles and introduce water taxi service to Pompano Beach. As a scenic mode of transportation offering a easy pick-up and drop-off facility and public access to popular attractions in the east CRA district and other city sites, the water taxi will provide increased commercial and industrial connections to the Intracoastal Waterway. The new dock will create a continuation of the existing Ft. Lauderdale and Hollywood Water Taxi lines and eventually connect to service provided by Deerfield Beach.

PROJECT LOCATION

Latitude (Degrees and decimal minutes, N ##° ##.###')	Longitude (Degrees and decimal minutes, W -##° ##.###')
N: 26 ° 234329 '	W: – 80 ° 092682 '

Township: 48 Range: 43 Section: 31

Facility Name: ICW Taxi Station II

County: Broward | Water body: Intracoastal Waterway

Facility Street Address or Location: Riverside Drive & NE 2nd Street

Legislative Districts Numbers: U.S. House: 22 U.S. Senate: State Senate: 34 State House: 93

GENERAL FACILITY INFORMATION

Upland Ownership: ☒ Public – Fee Simple ☐ Public – Lease Years Remaining on Lease ____

Name of Owner: City of Pompano Beach

Open to General Public? ☒ Yes ☐ No | Tie-up/Overnight Moorage Fee: $ na

Name of nearest adjacent transient boating facilities, public and private:

Name:	Distance:
1. Alsdorf Park	1.25 miles
2. Hillsboro Park	2.2 miles
3. Taha Marine	.25 mile
4. Sands Harbor Hotel	300 yards
5. Exchange Park	2.75 miles

Name of recreational, historical, cultural, and natural attractions near facility

Name:	Distance:
1. North Riverside Park	at location
2. Beachfront Park	.25 miles
3. Beach Library	100 yards
4. Community Park	2 miles
5. Sample-McDougald House	3 miles

FACILITY COMPONENTS AND USE – EXISTING CONDITIONS

Type of Dock: New

Condition: ◉ Good ○ Average ○ Poor

Length of Tie-up Dock or Moorage: 80 Ft. No. of Slips: 3

Type: ☒ Slip ☐ Broadside

Condition: ◉ Good ○ Average ○ Poor

Facility Attributes: Pumpout or Dump Station: ○ Yes ◉ No Restroom: ☐ Yes ☒ No

PROJECT DESCRIPTION

Primary Need for Project:	☐ Safety	☐ Age-end of Useful Life	■ High User Demand
	☐ Lack of In-house Capability	☐ Recommended by FWC Staff	

Need Statement:

1. At present, the City of Pompano Beach has limited public and commercial access to the Intracoastal Waterway (ICW). There is no continuous ICW route connecting the major cities in the South Florida region. This project fulfills public need for increased boating access and intracity connectivity to the ICW as identified by the City of Pompano Beach City Commission.

2. Local studies indicate that Pompano Beach is in need of new means of transportation to reduce vehicular (cars & buses) traffic, improve pedestrian safety and enhance the overall transportation infrastructure. The water taxi station and new dock will help fulfill this need.

3. The water taxi station will fulfill the City's obligation to its partner Fishing Village LLC to provide transportation to its new $50M facility which includes a 600 car garage and 48,000 sq. ft. of retail, restaurant and tourism related amenities.

What is the objective of the project:

The key objective of the project is to provide increased and improved commercial, public and industrial waterway access to the Intracoastal Waterway.

Measurable objective 1: Approximately 2-3 private boats will use the new dock per weekend day (Friday-Sunday) resulting in 390 boats (2.5 x 3 weekend days x 52 weeks) per year.

Measurable objective 2: Water taxi will arrive every 15 - 30 minutes in alternating directions (during season) with a maximum wait time between 15 minutes or 30 minutes.

Measurable objective 3: An estimated 75,000 water taxi passengers will utilize the station during the first 2-3 years.

Approach: describe the methods and techniques the project will use to address the need:

Subject to approval by all governing agencies having jurisdiction, the contractor intends to employ the following construction methodology:

In an effort to be cost-efficient, the new dock and 83' seawall will be installed in front of the existing seawall and will have an approximate design life of 75 years. New construction will be composed of concrete slab with concrete beams (max 12" wetface to wetface) with 36" concrete cap and (9) each concrete vertical and batter pilings. A new 27.6' x 5'(from wetface; 193.2sf) concrete dock on (4) new concrete pilings will be installed as well as a new 82.8' x 8' walkway behind the new seawall cap (landward of new wetface). Eight concrete mooring piles will secure two 40' long concrete decking piers and a floating dock comprised of an 8' wide/28' long concrete pedestrian slab/ sidewalk. All new seawall pilings and dock pilings will be 12" x 12" and will be installed using a barge crane with an impact hammer using a combination of jetting and trenching.

The dock/station will have capacity for 1- 4 private boats (depending on size) at any one time. Recreational vessels will be able to pick-up, drop-off and tie-off. It is estimated that up to 12 water taxi vessels varying in size between 19 to 149 passengers, estimating 2-3 rides per hour, will operate, with peak traffic for both private boats and taxis on Saturday and Sunday. Total number of passengers using the new facility is subject to marketing/branding and could dramatically change depending on completion and grand opening of new restaurants and retail establishments. The station will be operational by July 4, 2016. The first restaurants are programmed to be operational by December 1 2016.

Pompano Beach is implementing innovative techniques to increase availability of the new dock by utilizing a wayfinding signage program to identify each park owned and operated by the City. Marketing the new dock and services will utilize a "green" approach and include installation of "touch and feel" boards (similar in nature to smart phones) at strategic locations throughout the City. Once operational, these boards will enable users to locate the proposed facility and learn about the availability of tie-ups. The information will be broadcast through Pompano Beach's website in real time. The City intends to engage a water taxi service provider that will carry signage and marketing details about the operation.

In addition, the site of the station was intentionally planned directly across from the new Beach Library, creating connectivity within the City and contributing to improved accessibility to educational and cultural opportunities for residents and visitors.

PROJECT DESCRIPTION

Results and Benefits: describe the expected results and benefits of the project:

1. The dock will serve the needs of recreational boaters and boating related activities by offering increased access and availability to a new source of public transportation.
2. The dock has the potential to ease the demand for current forms of public and private transportation, a sited problem in Pompano Beach.
2. By initiating a new stop that creates a connection to existing water taxi routes, the project will increase public usage of the ICW and enhance access to City of Pompano Beach's and other cities' major attractions.
3. The new water taxi route will improve the City's connectivity, expand residential and tourist traffic and boost patronage of destinations and businesses bordering the Intracoastal.
4. With additional water taxis in operation, the community will benefit with lower wait times of between 15 minutes or 30 minutes.
5. Water taxis have recently been upgraded for rider comfort.
6. Passengers may redeem ride tickets for discounts at over 60 restaurants, shops and attractions along the routes.

Describe the economic impact the project will have on the community:

1. Located in the heart of the East CRA redevelopment district, an area that was the subject of $15 million in recent upgrades, activity created by the water taxi station will have a positive impact on the economy by bringing added business to merchants surrounding the Intracoastal Waterway. This includes the Fishing Village LLC project which will create 48,000 sq. ft. of new retail, restaurant and tourism related amenities.
2. In addition, it will increase tourist traffic to the beach and local restaurants. These include new and existing restaurants just south of the Atlantic Blvd. Bridge to the Hillsboro Inlet Marina, the Pier Parking Lot and the Beach Library.
3. Pompano Beach's Alsdorf Park will become more accessible, increasing its potential for visitors, tourists and water sports enthusiasts.
4. Providing a potential link to existing water taxi routes (Fort Lauderdale, Hollywood, Deerfield Beach) will create lasting economic benefits not only for Pompano Beach but for other cities along the southeast section of the ICW.

Will the project significantly or adversely affect the environment? ☐ Yes ☒ No

If Yes, please explain key issues and describe any mitigation actions proposed:

There are no anticipated negative environmental impacts associated with this project. Seawall and dock installation will adhere to and utilize the 'sea turtle and smalltooth sawfish construction conditions' and 'the standard manatee conditions for in-water work'. Turbidity curtains will be in place to keep construction areas in compliance and protect the environment. All construction techniques utilized are industry standard procedures approved for and appropriate to Marine projects of this nature.

PROJECT ENGINEERING AND CONSTRUCTION

Who is or will be completing project design/engineering?	Level of completion at time of application:
☒ Applicant's Staff	☐ None
☒ Consulting Engineers	☐ Conceptual (Master Plan)
☐ Other:_____	☐ Preliminary
☐ N/A (Materials/Equipment Purchase)	☒ Final (Ready to Bid)
	☐ Bid Out

Has a preliminary or final engineer's cost estimate been developed for this project at time of application?

☒ Yes ☐ No If yes, please attach a copy of detailed engineer's cost estimate to application.

PROJECT ENGINEERING AND CONSTRUCTION

See Procedure Guide for definitions. Check all that apply

COMPONENT	REPLACEMENT	EXPANSION	NEW	ENGINEERING/ PLANNING
Recreational Channel Marking	☒	☐	☐	☐
Pumpout	☐	☐	☐	☐
Dump Station	☐	☐	☐	☐
Portable pumpout	☐	☐	☐	☐
Transient tie-up	☐	☐	☒	☐
Overnight moorage	☐	☐	☐	☐
Restroom	☐	☐	☐	☐
Access road	☐	☐	☐	☐
Paved parking	☐	☐	☐	☐
Non-paved parking	☐	☐	☐	☐
Curbs, signs, marking and lighting	☐	☐	☒	☐
Sewage hookup	☐	☐	☐	☐
Lift pump	☐	☐	☐	☐
Debris deflection boom	☐	☐	☐	☐
Piles	☐	☐	☒	☐
Dredging	☐	☐	☐	☐
Pumpout dock	☐	☐	☐	☐
Other: sidewalks; bike racks	☐	☐	☒	☐

PROPERTY VALUE

Size – Acreage: 0.35 acres	Assessed Value: $ 856,740.00
Appraisal Completed: ☐ Yes ☒ No	Current Zoning: RM-45 (to be rezoned CF)

PROJECT COST			
Budget Information – Construction Projects			
Cost Classification	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative & legal expenses	$	$	$
2. Land, structures, rights-of-way appraisals, etc.	$	$	$
3. Relocation expenses & payments	$	$	$
4. Architectural & engineering fees	$	$	$
5. Other architectural & engineering fees	$	$	$
6. Project inspection fees	$	$	$
7. Site work	$	$	$
8. Demolition & removal	$	$	$
9. Construction	$ 178,500	$	$ 178,500
10. Equipment	$ 12,500	$	$ 12,500
11. Miscellaneous (electric, plumbing)	$ 6,000	$	$ 6,000
12. **SUBTOTAL** ***(Sum of 1-11)***	$ 197,000	$	$ 197,000
13. Contingencies	$	$	$
14. **SUBTOTAL**	$ 197,000	$	$ 197,000
15. Project (program) income	$	$	$
16. **TOTAL PROJECT COSTS** ***(Subtract 15 from 14)***	$ 197,000	$	$ 197,000
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter resulting Federal share Enter eligible costs from line 16c Multiply X __50_ %	$ 98,500	$	$ 98,5000

PROJECT COST			
SOFT (NON CASH) FUNDS			
Cost Item	Applicant	Other**	TOTAL
Administration	**$**	**$**	**$**
In-Kind Engineering	**$ 35,000**	**$**	**$ 35,000**
In-Kind Labor	**$**	**$**	**$**
In-Kind Materials	**$**	**$**	**$**
In-Kind Equipment	**$**	**$**	**$**
In-Kind Inspection	**$**	**$**	**$**
Other:	**$**	**$**	**$**
TOTAL SOFT FUNDS:	**$35,000**	**$**	**$35,000**

HARD (CASH) FUNDS				
Cost Item	Applicant	Other**	BIG P Grant	TOTAL
Property Acquisition	$	$	$	$
Consultant Master Plan	$	$	$	$
Consultant Engineering	$	$	$	$
Consultant Inspection	$	$	$	$
Construction	$	$98,500	$98,500	$197,000
Other:	$	$	$	$
TOTAL HARD FUNDS:	$	$98,500	$98,000	$197,000

GRAND TOTAL	$	$98,500	$98,500	$197,000

****Source of Other Funds:**

☐ Federal ☒ State/Local ☐ Loan

Agency Name: Florida Inland Navigation District

Grant Name (if applicable): 2015 Waterways Assistance Program

Approval Status: ☐ Approved ☒ Pending ☐ Intend to Apply, Date: _____

****Source of Other Funds:**

☐ Federal ☐ State/Local ☐ Loan

Agency Name:

Grant Name (if applicable):

Approval Status: ☐ Approved ☐ Pending ☐ Intend to Apply, Date: _____

****Source of Other Funds:**

☐ Federal ☐ State/Local ☐ Loan

Agency Name:

Grant Name (if applicable):

Approval Status: ☐ Approved ☐ Pending ☐ Intend to Apply, Date: _____

PROJECT PERMITTING

Construction Projects Only

Has an application been submitted to:	No	Yes (submit copy)	Approved (submit proof)
Florida Department of Environmental Protection?	○	◉	○
U.S. Army Corps of Engineers?	○	◉	○
Local and Others (If needed)?	○	◉	○

REQUIRED APPLICATION ATTACHMENTS AND DOCUMENTATION	
Please check all boxes that are applicable.	
[x]	An adopted resolution, by the Governing Body authorizing that a designated representative has the authority to apply for and administer the grant on behalf of the applicant, and stating that the Governing Body is willing to enter into a 20-year agreement for the maintenance and operation of the project.
[x]	Boundary map of the project area. The map must provide a description and sketch of the project area boundaries, displaying known easements, and be legally sufficient to identify the project area.
[x]	Site control documentation (e.g. deed, lease, title search, etc.) for the project site.
[x]	Existing condition photographs sufficient to depict the physical characteristics of project site.
[x]	Aerial photographs marked with approximate boundaries of project site.
[x]	*An 8.5" X 11" photocopy (project site vicinity only) of a current NOAA North American Datum 83 nautical chart (provide the NOAA chart name and number) indicating the precise location of project site.
[x]	Photocopies of necessary project permits or applications
[x]	Engineering Cost Estimate (if completed)
[x]	Preliminary Design/Engineering Plans (if completed)
[x]	Application transmittal cover letter (Identify priority rank if multiple applications submitted)
[x]	One (1) original application (original signature required)
[x]	Three (3) copies of application (unbound, secured with binder clip in upper left-hand corner)
[x]	Projective narrative according to Federal Aid Grant Proposal Guidelines
[x]	CD – Copy of all the above scanned and saved to a CD.

APPLICANT ACKNOWLEDGEMENT AND SIGNATURE

Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application, and, to the best of my knowledge and belief, this information is true, complete and accurate. I further certify that I possess the authority, including the necessary property interests, to undertake the proposed activities.

I also certify that the Applicant's Governing Body is aware of and has authorized the person identified as the official representative of the Applicant to act in connection with this application and subsequent project as well as to provide additional information as may be required. By signature below, the Applicant agrees to comply with all applicable federal, state, and local laws in conjunction with this proposal and resulting project so approved.

Harocio Danovich
Print/Type Name

CIP Manager
Title

Applicant Signature

August 6, 2015
Date

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

Note: Instruction and further information regarding this application and the Boating Infrastructure Grant Program may be found in the Boating Infrastructure Grant Program Guidelines or contact the Program Administrator, Florida Fish and Wildlife Conservation Commission, 620 South Meridian Street, Tallahassee, FL 32399-1600, telephone: 850-488-5600.

Meeting Date: 9/8/15 Agenda Item 8

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 a Stipulation For Settlement to resolve enforcement of a Promissory Note between the City of Pompano Beach and The British Four Wheel Drive Company; Providing an effective date.

Summary of Purpose and Why:

The City has filed an action to enforce a Promissory Note held for British Four Wheel Drive Company ("the Company"). The Company was loaned funds under the City's Community Development Block Grant (CDBG) Revolving Loan Fund Program, administered by the Office of Housing and Urban Improvement (OHUI) and are currently in default. In order to avoid expense and uncertainties of litigation both the City and British Four Wheel Drive have agreed to establish a payment plan, by which British Four Wheel Drive Company can pay off the amount owed on the Promissory Note over a period of time. Full settlement to the City would be $31,106.96 in principal, $180.80 in late charges, $78.88 in loan servicing fees, $3,925.50 in attorney fees, $504.00 in filing and service of process fees, and interest from April 1, 2014 at a rate of 3.25% per annum.

(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: September 1, 2022
(4) Fiscal impact and source of funding: NA

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Finance	9-1-15	Approval	S. Sibble
Budget	9-2-15	Approval	
City Attorney	9-2-15		

X City Manager

ACTION TAKEN BY COMMISSION:

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

BRITISH FOUR WHEEL DRIVE – SETTLEMENT MEMO

TO: Suzette Sibble, Finance Director

From: Mark Korman, Program Compliance Manager (OHUI)

This Resolution approves the attached Stipulation For Settlement between the City of Pompano Beach and The British Four Wheel Drive Company, a CDBG Revolving Loan Fund ("RLF") borrower that defaulted on its repayment obligation.

CDBG Economic Development funds are granted to local governments that, in turn, may use the monies to provide loans to new and expanding businesses. Businesses, in return for use of the public funds, provide private investment towards the assisted activity and create job opportunities, principally for the benefit of low- and moderate-income persons.

Repaid CDBG loans are used to capitalize a local revolving loan fund (RLF) program. With the RLF, additional loans are made to businesses that are expanding or locating in the community and willing to create jobs. The RLF provides a viable source of financing that fills the "gap" between the monies that are available through the private sector. In making a RLF loan to a business, communities act like a "bank" and accept responsibilities comparable to a commercial lender. The RLF is administered by the Office of Housing and Urban Improvement.

British Four Wheel Drive received a $50,000 loan on April 2, 2012 after approval of its loan application by the RLF Loan Committee, which was at that time comprised of Assistant City Manager, Willie Hopkins, together with members of the Economic Development Council and banking professionals. Although the company and its sole owner, Fred Mathews, were in a strong financial position when the loan was made, the firm's position deteriorated after Mr. Mathew's untimely death. His cousin, who inherited the business, has been struggling to keep it afloat.

Although the City has the option of seizing the company's assets for liquidation, this would result in the loss of two jobs and, therefore, run counter to the CDBG Economic Development fund's National Objective of job creation/retention. This fact explains the extended repayment schedule provided for in the Stipulation.

Please present this Resolution to the City Commission for approval at its September 8, 2015 meeting.

Thank you.

Attachments

RESOLUTION NO. 2015- _____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A STIPULATION FOR SETTLEMENT TO RESOLVE ENFORCEMENT OF A PROMISSORY NOTE BETWEEN THE CITY OF POMPANO BEACH AND THE BRITISH FOUR WHEEL DRIVE COMPANY; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That a Stipulation For Settlement to resolve enforcement of a Promissory Note between the City of Pompano Beach and the British Four Wheel Drive Company, a copy of which Settlement Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2: That the proper City officials are hereby authorized to execute the aforesaid Stipulation for Settlement between the City of Pompano Beach and the British Four Wheel Drive Company.

SECTION 3: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK
FP/ds
8/18/15
L:/reso/2015-451f

IN THE CIRCUIT COURT OF THE
17th JUDICIAL CIRCUIT, IN AND
FOR BROWARD COUNTY, FLORIDA

Case No: CACE-15-002415
Division: 25

The CITY OF POMPANO BEACH,

Plaintiff,

v.

BRITISH FOUR WHEEL DRIVE
COMPANY,

Defendant.
_____/

STIPULATION FOR SETTLEMENT

COME NOW the Plaintiffs, CITY OF POMPANO BEACH ("POMPANO"), and Defendant, BRITISH FOUR WHEEL DRIVE COMPANY ("COMPANY") (collectively, the COMPANY and POMPANO shall be referred to as the "Parties"), to this action, having agreed to resolve their differences hereby stipulate as follows:

Recitals

1. POMPANO filed this action (the "Action") to enforce a promissory note (the "Note").

2. The parties wish to avoid the expense and uncertainties of litigation and establish a payment plan by which COMPANY can pay off the amount owed on the loan represented by the Note over time.

Initials: _____ COMPANY _____ POMPANO

Agreement

3. In full settlement of any claims of POMPANO, COMPANY shall pay to POMPANO, $31,106.96 in principal, late charges of $180.80, loan servicing fees of $78.88, attorney's fees of $3,925.50, filing and service of process fees of $504.00, and interest from April 1, 2014 at the rate of 3.25% per annum.

4. The monies to be paid by COMPANY hereunder shall first be applied to late charges, loan service fees, attorney's fees and costs, collectively amounting to $4,689.18, and to accrued interest. As of January 1, 2017, when accrued interest (which continues to accrue) will be fully paid under the payment plan set forth herein, accrued interest, from the date of default, April 1, 2014, will equal $2,740.80. Thus, the total of late charges, loan servicing fees, attorney's fees, filing and service of process fees, and accrued interest as of January 1, 2017, equals $7,429.98. COMPANY shall pay these sums by paying $429.98 on October 1, 2015 and $500.00 on the first of each month thereafter through and including December 1, 2016. Thereafter, notwithstanding the terms of the Note, the $31,106.96 in principal due from COMPANY under the Note shall be amortized at 3.25% interest per annum with COMPANY paying $494.87 on the first of each month beginning on January 1, 2017 through and including September 1, 2022.

5. There shall be no penalty for prepayment of any amount due by COMPANY.

6. All payments due hereunder shall be made by mailing or delivering a check made payable to the City of Pompano Beach, and mailed or delivered to the attention of Miriam Carrillo, City of Pompano Beach, 100 West Atlantic Blvd, Room 220, Pompano Beach, Florida 33060 (or to such other person's attention and/or address as POMPANO shall designate).

Initials: _____ COMPANY _____ POMPANO

7. All notices in anyway related to this Agreement, if sent to COMPANY, shall be sent by electronic mail to jimatbrit4wd@gmail.com. All notices in anyway related to this Agreement, if sent to POMPANO, shall be sent by electronic mail to OHUI@copbfl.com with a copy to balmuthlaw@alumni.emory.edu. The parties shall be responsible for notifying each other of any change of email address.

8. All envelopes containing payments mailed by COMPANY shall be postmarked by the fifth (5th) day after the payment was due or, if the fifth (5th) day is a Saturday, Sunday or holiday, the next business day. It is specifically understood and acknowledged by COMPANY, that in the event any of the envelopes containing payments required under this Settlement Stipulation should not be postmarked by the fifth (5th) day after the payment was due or, if the fifth (5th) day is a Saturday, Sunday or holiday, on the next business day, or if a payment is not received by POMPANO within ten (10) days (including Saturdays, Sundays and holidays) after its due date or, if the tenth day is a weekend or holiday, the next business day, or if any check constituting payment is stopped or returned due to insufficient funds or for any other reason, the COMPANY shall be in default under this Stipulation for Settlement.

9. If any payment is not received by POMPANO within ten (10) days (including Saturdays, Sundays and holidays) after its due date or, if the ten (10th) day is a weekend or holiday, the next business day, or if any check constituting payment is stopped or returned due to insufficient funds or for any other reason, POMPANO, shall, thereafter, send a notice by electronic mail to the COMPANY at the email and mailing address(s) indicated in paragraph 7, above, or any updated address(es) provided by the COMPANY, notifying the COMPANY that it has not received payment or that a check constituting payment has been stopped or returned. COMPANY

Initials: _____ COMPANY _____ POMPANO

shall then be entitled to cure any default by hand-delivering a cashier's check replacing the payment that was not previously made or replacing any check that was stopped or returned within five (5) days (including Saturdays, Sundays, and holidays) of the date that the email notice of non-payment etc. was sent or, if the fifth (5th) day is a Saturday, Sunday, or holiday, the next business day. If COMPANY fails to timely provide such cashier's check to the POMPANO within this five (5) day cure period, POMPANO shall thereafter be entitled, in its sole discretion, to the entry of a Final Judgment against COMPANY for the amount of late charges, loan services fees, attorney's fees and costs, principal, and interest due after crediting any payments received hereunder.

10. Such judgment shall be entered upon the filing of a declaration under penalty of perjury stating that there has been a default and failure to timely cure said default by the COMPANY. Such declaration shall be made by an employee of POMPANO who has knowledge of the amounts due, the default hereunder and failure to timely cure same. POMPANO shall be entitled to submit its proposed judgment along with the Declaration to the Court without the need for a hearing. COMPANY specifically waives all defenses to the claim for attorney's fees which they have raised or could have raised in this cause with the exception that they may claim that they did not default under this Stipulation for Settlement or have timely cured such default. POMPANO, in its sole discretion, may reject any payment made after this five (5) day cure period has run. However, in the event POMPANO does accept a payment after the cure period shall run, it does not constitute a waiver or estop POMPANO from thereafter enforcing the deadlines hereunder. Interest shall accrue on any judgment pursuant to Section 55.03 of the Florida Statutes,

Initials: _____ COMPANY _____ POMPANO

11. Within twenty (20) days of all of the payments referred to in paragraph 4 having been timely made and having resulted in cleared funds, POMPANO shall dismiss the Action with prejudice and the parties shall exchange mutual general releases of each other and of each other's attorneys.

12. The Parties agree to apply to the Court for the entry of an order approving this Stipulation for Settlement, holding the Action in abeyance, and retaining jurisdiction to enforce the terms of same. The Parties further agree that this Agreement has been fully read and understood by them, and that each of them has received independent legal advice from their respective attorneys as to the effect and import of its provisions. The Parties further agree that this Agreement is being entered into for the express purpose and intention of making and entering into a full and final compromise of POMPANO's claim for monies due under the Note. This Agreement constitutes the sole and entire agreement between POMPANO and COMPANY, and supersedes all prior agreements, negotiations, and Parties, with respect to the subject matter covered in it. POMPANO and COMPANY each acknowledge that, in entering into this Agreement, they are not relying upon any representations or warranties made by anyone other than those terms and provisions expressly set forth in this Agreement. It is expressly understood and agreed that this Agreement may not be altered, amended, waived, modified or otherwise changed in any respect or particular whatsoever except by writing duly executed by authorized representatives of POMPANO and COMPANY, respectively. The Parties further acknowledge and agree that they will make no claims at any time or place that this Agreement has been orally supplemented, modified, or altered in any respect whatsoever.

Initials: _____ COMPANY _____ POMPANO

13. This Agreement is being made in and shall be deemed to be performed in the State of Florida and shall be governed by, construed, and enforced in accordance with the laws of the State of Florida without giving effect to the provisions, policies, or principles thereof relating to choice of law or conflict of laws. Each of the Parties hereby consents to requesting the Court presiding over the Lawsuit to retain jurisdiction to enforce this claim. In the event the Court presiding over this Lawsuit refuses to retain jurisdiction, the Parties agree that any party to this agreement may bring an action relating to or arising under this Agreement or to enforce same in the Circuit or County Court of the State of Florida, as appropriate. The parties agree that venue for all such actions shall be proper in Palm Beach County, Florida.

14. In any litigation or any action to enforce the terms of this Agreement, including any action to recover damages for any violations of it, the prevailing party shall be entitled to recover its reasonable attorneys' fees and disbursements in addition to costs of suit.

15. Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Agreement, but, rather the Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly.

16. This Agreement shall be binding on the Parties' successors and assigns.

17. Each Party has the requisite authority to enter into this Agreement on their own behalf.

18. This Agreement may be executed in counterparts signed on varying dates.

IN WITNESS WHEREOF, this Agreement is executed as of the last date and year indicated below.

Initials: _____ COMPANY _____ POMPANO

"COMPANY"

BRITISH FOUR WHEEL DRIVE COMPANY

By: _____

Print name: JAMES. J. MATHEWS

As its: OWNER

STATE OF FLORIDA)
) ss: 214-66-9955
COUNTY OF BROWARD)

Sworn to and subscribed before me on 8/31, 2015 by Jill Ginsberg as Notary of British Four Wheel Drive.

NOTARY PUBLIC STATE OF FLORIDA
JILL M. GINSBERG
MY COMMISSION # FF 130101
EXPIRES: June 5, 2018
Bonded Thru Budget Notary Services

_____
Notary Public, State of Florida

Personally known ✓ OR Produced Identification _____
Type of Identification Produced _____

_____

Initials: _____ COMPANY _____ POMPANO

"CITY":

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
Dennis Beach
CITY MANAGER

Attest:

_____ (SEAL)
ASCELETA HAMMOND
CITY CLERK

Approved As to Form:

_____
MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

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

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

Initials: _____ COMPANY _____ POMPANO

Loan Closing Statement

LENDER:	City of Pompano Beach Office of Housing & Urban Improvement 100 West Atlantic Boulevard, Suite 220 Pompano Beach, FL 33060
DEBTOR:	The British Four Wheel Drive Company a Florida Corporation 470 South Dixie Highway West Pompano Beach, FL 33060
LOAN AMOUNT:	$50,000.00
CLOSING DATE:	April 2, 2012

---

1. Florida State Documentary Stamps	$175.00
2. Servicing Fees: 1st Year (Florida Shores Bank – Southeast)	$500.00
3. Recording Costs: UCC-1 – Secretary of State	$38.00
Total Closing Costs (paid out of pocket)	$713.00

DISBURSEMENTS MADE AS FOLLOWS:

Loan Proceeds to Borrower	$50,000.00
Total Disbursed	$50,000.00

Closing Notes

1. The undersigned acknowledges the receipt of a copy of the Note, this Loan Closing Statement, and other related documents (collectively, the "Loan Documents") and agrees to the correctness hereof and authorized and ratifies the disbursements of the amounts shown above; however, completion of this Loan and disbursement is contingent upon the

final approval by the Lender and subject to the undersigned's performance of the terms and conditions of all Loan Documents executed simultaneously herewith by Borrower.

2. The Borrower is responsible for all costs and expenses of the above described Loan transaction, including, without limitation, other insurances, recording charges, Lender's Servicing fees, and other items required by Lender.

Borrower hereby accepts and approves the foregoing Loan Closing Statement and all costs and disbursements referred to herein, this 2nd day of April, 2012.

BORROWER: The British Four Wheel Drive Company, a Florida Corporation

By: _____
Frederick J. Mathews, President

LENDER: City of Pompano Beach, Office of Housing & Urban Improvement

By: _____
for SMC

City of Pompano Beach
Office of Housing & Urban Improvement

NOTE

LOAN NUMBER	LOAN NAME	NOTE AMOUNT
600005649	The British Four Wheel Drive Company	$50,000.00
NOTE DATE	**CITY**	**STATE**
April 2, 2012	Pompano Beach	FL

PROPERTY ADDRESS
470 South Dixie Highway West
Pompano Beach, FL 33060

1. **BORROWER'S PROMISE TO PAY**
In return for a loan that I have received, I promise to pay U.S. $50,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **CITY OF POMPANO BEACH**. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. **INTEREST**
Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **3.25%.**

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. **PAYMENTS**
(A) **Time and Place of Payments**
I will pay principal and interest by making a payment every month.
I will make my monthly payment on the 1st day of each month beginning on May 1, 2012. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on April 1, 2017, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at Florida Shores Bank – Southeast, P.O. Box 31701; Tampa, FL 33631-3701 or at a different place if required by the Note Holder.

(B) **Amount of Monthly Payments**
My monthly payment will be in the amount of U.S. $904.00.

4. **BORROWER'S RIGHT TO PREPAY**
I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note

against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. **WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. **UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Agreement (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument, If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

11. **DOCUMENTARY TAX**

The state documentary tax due on this Note has been paid on the mortgage, if a mortgage was given, securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

The British Four Wheel Drive Company

PRESIDENT.

By:_____ (Seal)

Frederick J. Mathews, President

City of Pompano Beach
Office of Housing & Urban Improvement

AUTHORIZATION
By Corporation

1. **ENTITY CERTIFICATIONS, I,** certify that:

   A. I am designated to act on behalf of The British Four Wheel Drive Company (Corporation).

   B. I am authorized and directed to execute an original or a copy of this Authorization to the City of Pompano Beach ("City"), and anyone else requiring a copy.

   C. Company is properly formed and validly existing under the laws of Florida and that Corporation has the power and authority to conduct business and other activities as now being conducted.

   D. Corporation has the power and authority to adopt and provide this Authorization and to confer the powers granted in this Authorization; the designated Agents have the power and authority to exercise the actions specified in this Authorization; and Corporation properly adopted these authorizations and appointed the Agents and me to act on its behalf.

   E. Corporation will not use any trade name or fictitious name without City's prior written consent and will preserve Corporation existing name, trade names, fictitious names and franchises.

   F. Corporation will notify Financial Institution before reorganizing, merging, consolidating, recapitalizing, dissolving or otherwise materially changing ownership, management or organizational form. Corporation will be fully liable for failing to notify City of these material changes.

2. **GENERAL AUTHORIZATIONS.** I certify Corporation authorizes and agrees that:

   B. Any Agent, while acting on behalf of Corporation, is authorized, subject to any expressed restrictions, to make all other arrangements with City which are necessary for the effective exercise of the powers indicated within this Authorization.

   C. The signatures of the Agent(s) is/are conclusive evidence of their authority to act on behalf of Corporation.

   D. Unless otherwise agreed to in writing, this Authorization replaces any earlier related Authorization and will remain effective until City receives and records an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of this Authorization must be accompanied by documentation, satisfactory to City, establishing the authority for the change.

   E. Corporation agrees not to combine proceeds from collateral securing any debts owed to City with unrelated funds.

   F. City may verify credit history of Corporation by obtaining a credit report from a credit reporting agency or any other necessary means.

3. **SPECIFIC AUTHORIZATIONS.** The following persons (Agents) are authorized to act on behalf of Limited Liability Company in fulfilling the purposes of this Authorization:

Name and Title and, If Applicable, Representative Entity's Name and Relationship to Authorizing Entity	Signature
Frederick J. Mathews, President	

Corporation authorizes and directs the designated Agents to act, as indicated, on Corporation's behalf to:

Borrow money or obtain other credit or financial accommodation from City on behalf of and in the name of Corporation on the terms agreed to with Financial Institution. The designated agents may execute and endorse promissory notes, acceptances or other evidences of indebtedness.

This power may only be exercised by Frederick J. Mathews and requires one authorized signature.

Grant a security interest, lien or other encumbrance to Financial Institution in any or all real or personal property that Corporation now owns or may acquire in the future for the payment or performance of all debts, liabilities and obligations of every type and description owed now or in the future by Limited Liability Company to Financial Institution.

This power may only be exercised by Frederick J. Mathews and requires one authorized signature.

I. Receive and acknowledge receipt for funds, whether payable to the order of Corporation or an Agent, without additional certification as to the use of the proceeds.

This power may only be exercised by Frederick J. Mathews and requires one authorized signature.

J. Periodically amend, restructure, renew, extend, modify, substitute or terminate any agreements or arrangements with Financial Institution that relate to this Authorization.

This power may only be exercised by Frederick J. Mathews and requires one authorized signature.

K. Execute other agreements that Financial Institution may require, and perform or cause to be performed any further actio necessary to carry out the purposes of this Authorization.

This power may only be exercised by Frederick J. Mathews and requires one authorized signature.

4. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Authorization.

SIGNATURES. By signing, I certify and agree to the terms contained in this Authorization on behalf of Company on April 2, 2012.

I also acknowledge receipt of a copy of this Authorization.

AUTHORIZATION'S SIGNER:

By: _____ PRESIDENT.
Frederick J. Mathews, President

UNLIMITED CONTINUING AND UNCONDITIONAL GUARANTY OF PAYMENT

For value received, and to induce City of Pompano Beach of 100 W. Atlantic Blvd., Pompano Beach, Florida 33060, (referred to here as "Lender") to make loans or advances or to extend credit or other financial accommodations or benefits, with or without security, to or for the account of THE BRITISH FOUR WHEEL DRIVE COMPANY, a Florida corporation, (referred to here as Borrower"), the undersigned agrees as follows.

1. The undersigned absolutely and unconditionally guarantees to Lender and any transferee of this Guaranty or any Liability guaranteed by this Guaranty, the prompt and full payment of the Liabilities. The undersigned agrees that if Borrower fails to fully and timely perform any Liability, the undersigned will fully and timely perform the Liability without resort by Lender to any other person. Any obligation of the undersigned under this Guaranty is in addition to any and shall not prejudice or be prejudiced by any other agreement (including any other agreement signed by the undersigned) which Lender may now or subsequently hold relative to any of the Liabilities. Any payment of the undersigned under this Guaranty may be applied to any of the Liabilities as Lender may choose. Any obligation of the undersigned to Lender under this Guaranty is primary, absolute and unconditional. The terms "Liability" or "Liabilities" as used in this Guaranty shall include, without limitation, all liabilities and obligations of Borrower to Lender including, but not limited to, all liabilities and obligations of Borrower arising out of the FIFTY THOUSAND and NO/100 Dollars ($50,000.00) aggregate loan transaction of even date with this Guaranty, however and whenever incurred or evidenced, whether primary, secondary, direct, indirect, absolute, contingent, sole, joint or several, due or to become due, or which may be contracted or acquired simultaneously with or subsequent to the

loan transaction, or incurred directly or indirectly in respect of it, and all extensions or renewals of it and all sums payable under or by virtue of it including, without limitation, all amounts of principal and interest and all expenses (including attorneys' fees and costs of collection as specified therein) incurred in the collection thereof or the enforcement of rights thereunder, whether arising in the ordinary course of business or otherwise, and whether held or to be held by Lender for its own account or as agent for another or others.

2. The undersigned waives notice of acceptance of this Guaranty and notice of any Liability to which it may apply, and waives presentment, demand for payment, protest, notice of dishonor or nonpayment of any Liabilities and any suit or the taking of other action by Lender against, and any other notice to, any party liable on it (including the undersigned).

3. At any time and from time to time, without notice to the undersigned (except as required by law), without incurring responsibility to the undersigned, without impairing, releasing or otherwise affecting the obligations of the undersigned in whole or in part and without the endorsement or execution by the undersigned of any additional consent, waiver or guaranty, the Lender may:

(a) change the manner, place or terms of payment, and change or extend the time of or renew or alter, any Liability or installment of the Liability, or any security for it, and may loan additional monies or extend additional credit to Borrower, with or without security, thereby creating new Liabilities, the payment of which shall be guaranteed under this Guaranty, and the guaranty made here shall apply to the Liabilities as so changed, extended, renewed, increased or otherwise altered;

(b) sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property at any time pledged, mortgaged or otherwise encumbered to secure the Liabilities and any offset against them;

(c) exercise or refrain from exercising any rights against Borrower or others (including the undersigned) or act or refrain from acting in any other manner;

(d) settle or compromise any Liability or any security for any Liability, and may subordinate the payment of all or any part of it to the payment of any Liability (whether or not due) of Borrower to creditors of Borrower other than Lender and the undersigned; and

(e) apply any sums from any sources to any Liability without regard to any Liabilities remaining unpaid.

4. No invalidity, irregularity or unenforceability of all or any part of the Liabilities or of any security for all or any part of the Liabilities shall affect, impair or be a defense to this Guaranty, and this Guaranty is a primary and absolute obligation of the undersigned.

5. This Guaranty is an unconditional and continuing one, and all Liabilities to which it applies or may apply shall be conclusively presumed to have been created in reliance on this Guaranty. This Guaranty shall continue in full force and effect notwithstanding the death of anyone liable in any manner for the Liabilities and notwithstanding the sale, transfer, relinquishment or abandonment of any beneficial interest therein or thereunder, or the dissolution, death, incapacity or other disability of any beneficiary thereof.

6. All notices provided to be given to Lender in this Guaranty shall be sent by registered or certified mail or express delivery service, return receipt requested, to the address shown in the preamble to this agreement.

7. As security for the Liabilities and the obligation of the undersigned under this Guaranty, Lender is given a lien on, security title to and a security interest in all property of the undersigned now or at any time subsequently in possession of Lender in any capacity whatsoever, and whether individual, joint or by the entireties, including but not limited to any balance or share in any deposits, funds, accounts, trusts, agency or special accounts, items, securities, other property or monies of the undersigned now or subsequently in the possession or control of or otherwise with Lender, to include all dividends and distributions thereon or other rights in connection therewith, and Lender shall have the right to that property as authorized by law. Without limiting the generality of the foregoing, Lender shall have a prior perfected security interest to secure the Liabilities and may, at any time or from time to time at its option and without notice: (a) set off against the deposit balances, funds, items, certificates of deposit, securities, other property and monies and apply the same towards the payment of any of the Liabilities; and (b) transfer into its own name or that of its nominee any such property in the possession or custody of Lender.

8. The undersigned shall be in default under this Guaranty upon:

(a) nonpayment of any Liability when due or before the expiration of applicable grace periods;

(b) failure of Borrower or the undersigned to perform any agreement creating or otherwise affecting any Liability or any provision of this Guaranty, or to pay in full, when due, any other obligation of Borrower or the undersigned, all within and before the expiration of any applicable grace period;

(c) the appointment of a receiver of any part of the property of Borrower or of any material part of the property of the undersigned, assignment for the benefit of creditors or the

commencement of any proceedings in bankruptcy or insolvency by Borrower or the undersigned or the failure to timely contest, or to secure dismissal within 30 days of filing, any involuntary proceeding seeking the adjudication of Borrower or the undersigned as bankrupt or insolvent;

(d) the entry of a final, unappealable judgment having a material adverse affect against Borrower or the undersigned;

(e) the taking of possession of any substantial part of the property of Borrower or the undersigned at the instance of any governmental authority;

(f) the insolvency of the undersigned; or

(g) falsity in any material respect of, or any material omission in, any representation or statement made to Lender by or on behalf of Borrower or the undersigned in connection with any Liability or other obligation of the parties.

9. On the occurrence of any default under this Guaranty, Lender shall have all of the remedies of a creditor and to the extent applicable, of a secured party, under all applicable law, and, without limiting the generality of the foregoing, Lender may, at its option and without notice or demand: (a) declare any Liability accelerated and due and payable at once; and (b) take possession of any collateral security wherever located, and sell, resell, assign, transfer and deliver all or any part of the property of Borrower or the undersigned, for cash or on credit or for future delivery, and, upon any such sale, Lender, unless prohibited by law the provisions of which cannot be waived, may purchase all or any part of the property to be sold, free from and discharged of all trusts, claims, right of redemption and equities of the undersigned whatsoever; and (c) set off against any or all Liabilities or other obligations of the undersigned all money owed by Lender in any capacity to the undersigned whether or not due, and also set off against all other Liabilities of Borrower or obligations of the undersigned to Lender all money owed by

Lender in any capacity to Borrower or the undersigned, and Lender shall be deemed to have exercised the right of setoff and to have made a charge against any such money immediately on the occurrence of the default, although made or entered on the books subsequently. Until all of the obligations of Borrower to Lender have been paid and performed in full, the undersigned shall have no right of subrogation to the rights and remedies of Lender against Borrower, and the undersigned waives any rights to enforce any remedy which Lender may have against Borrower and any rights to participate in any security for any indebtedness guaranteed by this Guaranty.

10. The undersigned shall pay all costs of collection and reasonable attorneys' fees, including reasonable attorneys' fees before, after or during suit and out of court, in trial, on appeal, in bankruptcy proceedings or otherwise, incurred or paid by Lender in enforcing the payment of any Liability or enforcing or preserving any right or interest of Lender, with respect to the Liabilities or this Guaranty, including the collection, sale or delivery of any collateral security from time to time pledged, and after deducting the fees, costs and expenses from the proceeds of sale or collection, Lender may apply any residue to pay any of the Liabilities and the undersigned shall continue to be liable for any deficiency with interest, which shall remain a Liability.

11. If a claim is ever made on Lender for repayment or recovery of any amount or amounts received by Lender in payment or on account of any of the Liabilities and Lender repays all or part of said amount by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of its property or any settlement or compromise of any such claim effected by Lender with any such claimant (including Borrower), then the undersigned agrees that any such judgment, decree, order, settlement or compromise shall be binding on the undersigned, notwithstanding any revocation or cancellation of any note

or other instrument evidencing any Liability, and the undersigned shall be and remain liable to Lender under this Guaranty for the amount so repaid or recovered to the same extent as if that amount had never originally been received by Lender.

12. Lender shall not be bound to take any steps necessary to preserve any rights in any of the property of the undersigned against prior parties who may be liable in connection therewith, and the undersigned agrees to take any such steps. At any time after and during the continuance of a default, Lender may nevertheless:

(a) take any action it may deem appropriate for the care or preservation of the property or of any rights of the undersigned or Lender in the property;

(b) demand, sue for, collect or receive any money or property at any time due, payable or receivable on account of or in exchange for any property of the undersigned;

(c) compromise and settle with any person liable on the property; or

(d) extend the time of payment or otherwise change the terms of payment as to any party liable on the property, all without notice to, without incurring responsibility to, and without affecting any of the obligations of the undersigned.

13. No delay on the part of Lender in exercising any of its options, powers or rights, or partial or single exercise of them, shall constitute a waiver of any of its options, powers or rights. No waiver of any of its rights under this Guaranty, and no modification or amendment of this Guaranty, shall be deemed to be made by Lender unless the same shall be in writing, duly signed on behalf of Lender by a duly authorized officer of Lender, and each such waiver, if any, shall apply only with respect to the specific instance involved, and shall in no way impair the rights of Lender or the obligations of the undersigned to Lender in any other respect at any other time.

14. Lender shall not be required to proceed first against Borrower, or any other person, firm, partnership or corporation, whether primarily or secondarily liable, or against any collateral security held by it, before resorting to the undersigned for payment, and the undersigned shall not be entitled to assert as a defense to the enforceability of the guaranty set forth in this Guaranty any defense of Borrower with respect to any Liability.

15. Any and all rights and claims of the undersigned against Borrower or any of Borrower's property shall be subordinate and subject in right of payment to the prior payment in full of all Liabilities. By signing this Guaranty, the undersigned subordinates any and all indebtedness of Borrower now or subsequently owed to the undersigned to all indebtedness of Borrower to Lender, and agrees with Lender that the undersigned shall not demand or accept any payment of principal or interest from Borrower, shall not claim any offset or other reduction of any of the undersigned's obligations under this Guaranty because of any such indebtedness and shall not take any action to obtain any of the security described in and encumbered by the security instruments securing any of the Liabilities; provided, however, that, if Lender so requests, such indebtedness shall be collected, enforced and received by the undersigned as trustee for Lender and be paid over to Lender on account of the indebtedness of Borrower to Lender, but without reducing or affecting in any manner the liability of the undersigned under the other provisions of this Guaranty.

16. The undersigned warrants and represents to Lender that all financial statements previously delivered by the undersigned to Lender are true and correct in all respects as of the date of this Guaranty.

17. At the request of Lender, the undersigned shall, from time to time, prepare and deliver to Lender a complete and current financial statement setting forth all the assets and liabilities of the undersigned, signed by the undersigned under oath as being true and correct.

18. This Guaranty may not be changed orally or by implication. No obligation of the undersigned can be released or waived by Lender or any officer or agent of Lender, except by a writing, signed by a duly authorized officer of Lender. This Guaranty shall be irrevocable by the undersigned until all indebtedness guaranteed by it has been completely repaid and all the Liabilities, including but not limited to the obligations and undertakings of Borrower under, by reason of, or pursuant to the note and loan documents executed contemporaneously with this Guaranty, have been completely paid, performed and discharged.

19. If, from any circumstances whatsoever, fulfillment of any provisions of this Guaranty, at the time performance of that provision shall be due, shall involve transcending the limit of validity prescribed by any applicable usury statute or any other applicable law as of the date of this Guaranty, with regard to obligations of like character and amount, then ipso facto the obligation to be fulfilled shall be reduced to the limit of that validity, so that in no event shall any exaction be possible under this Guaranty that is in excess of the limit of that validity as of the date of this Guaranty, but that obligation shall be fulfilled to the limit of that validity. The provisions of this paragraph shall control over every other provision of this Guaranty.

20. This Guaranty is binding on the undersigned, and assigns, and shall inure to the benefit of Lender, its successors, endorsees and assigns.

21. This Guaranty has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any

provision of this Guaranty shall be prohibited by or invalid under applicable law, that provision shall be ineffective to the extent of the prohibition or invalidity, without invalidating the remainder of the provision or the remaining provisions of this Guaranty. To the extent permitted by applicable law, the undersigned waives any provision of law that renders any provision of this Guaranty prohibited or unenforceable in any respect.

22. THE UNDERSIGNED CONSENTS AND AGREES THAT, IN ANY ACTIONS PREDICATED ON THIS GUARANTY, VENUE IS PROPERLY LAID IN BROWARD COUNTY, FLORIDA, AND THAT THE CIRCUIT COURT IN AND FOR BROWARD COUNTY, FLORIDA, SHALL HAVE FULL JURISDICTION TO DETERMINE ALL ISSUES ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION AND ENFORCEMENT OF THIS GUARANTY OR THE COLLECTION OF ANY OF THE LIABILITIES. THE UNDERSIGNED WAIVES TO THE FULLEST EXTENT PERMITTED UNDER THE LAWS OF THE STATE OF FLORIDA, ANY RIGHT, POWER OR PRIVILEGE TO DEMAND A JURY TRIAL WITH RESPECT TO ANY AND ALL ISSUES ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION OR ENFORCEMENT OF THIS GUARANTY OR THE COLLECTION OF ANY OF THE LIABILITIES.

Dated as of April 2, 2012.

FREDERICK J. MATHEWS

GBL/jrm
3/19/12
l:agr/comdev/guaranty of payment

City of Pompano Beach

Office of Housing & Urban Improvement

SECURITY AGREEMENT

DATE AND PARTIES. The date of this Security Agreement (Agreement) is April 2, 2012. The parties and their addresses are:

SECURED PARTY:
City of Pompano Beach
Office of Housing & Urban Improvement
100 West Atlantic Boulevard, Suite 220
Pompano Beach, FL 33060

DEBTOR:
The British Four Wheel Drive Company
a Florida corporation
470 South Dixie Highway West
Pompano Beach, FL 33060

The pronouns "you" and "your" refer to the Secured Party. The pronouns "I," "me" and "my" refer to each person or entity signing this Agreement as Debtor and agreeing to give the Property described in this Agreement as security for the Secured Debts.

1. **SECURED DEBTS.** The term "Secured Debts" includes and this Agreement will secure each of the following:
   A. **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated April 2, 2012, from me to you, in the amount of $50,000.00.
   B. **Sums Advanced.** All sums advanced and expenses incurred by you under the terms of this Agreement. Loan Documents refer to all the documents executed in connection with the Secured Debts.

2. **SECURITY INTEREST.** To secure the payment and performance of the Secured Debts, I give you a security interest in all of the Property described in this Agreement that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products from the Property (including, but not limited to, all parts, accessories, repairs, replacements, improvements, and accessions to the Property). Property is all the collateral given as security for the Secured Debts and described in this Agreement, and includes all obligations that support the payment or performance of the Property. "Proceeds" includes cash proceeds, non-cash proceeds and anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

   This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and you are no longer obligated to advance funds to me under any loan or credit agreement.

3. **PROPERTY DESCRIPTION.** The Property is described as follows:
   A. **All Assets.** All present and future right, title and interest in and to any and all personal property of the Debtor, whether such property is now existing or hereafter created, acquired or arising and wherever located from time to time, including without limitation, the following categories of property as defined in the Revised Article 9 of the Uniform Commercial Code (the "UCC"): goods (including inventory, equipment, fixtures, farm products and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter-of-credit is evidenced by a writing), commercial tort claims, securities and all other investment property, general intangibles (including payment intangibles and software), all supporting obligations and all proceeds, products, additions, accessions, substitutions and replacements of the foregoing property.

   Any term used herein which is defined in the UCC shall have the meaning set forth in the UCC, and if the meaning is modified by an amendment, modification or revision to the UCC, such modified definition will apply automatically as of the date of such amendment, modification or revision to the UCC.
   B. Inventory. All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

4. **WARRANTIES AND REPRESENTATIONS.** I make to you the following warranties and representations which will continue as long as this Agreement is in effect:
   A. **Power.** I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.
   B. **Authority.** The execution, delivery and performance of this Agreement and the obligation evidenced by this Agreement are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my property is subject.
   C. **Name and Location.** My name indicated in the DATE AND PARTIES section is my exact legal name. I am an entity organized and registered under the laws of Florida. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.

D. **Business Name.** Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

E. **Ownership of Property.** I represent that I own all of the Property. Your claim to the Property is ahead of the claims of any other creator, except as disclosed in writing to you prior to any advance on the Secured Debts. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

5. **DUTIES TOWARD PROPERTY.**

A. **Protection of Secured Party's Interest.** I will defend the Property against any other claim. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these and make copies at any reasonable time. I will prepare any report or accounting you request which deals with the Property.

B. **Use, Location, and Protection of the Property.** I will keep the Property in my possession and in good repair. I will use it only for commercial purposes. I will not change this specified use without your prior written consent. You have the right of reasonable access to inspect the Property and I will immediately inform you of any loss or damage to the Property. I will not cause or permit waste to the Property.

I will keep the Property at my address listed in the DATE AND PARTIES section unless we agree I may keep it at another location. If the Property is to be used in other states, I will give you a list of those states. The location of the Property is given to aid in the identification of the Property. It does not in any way limit the scope of the security interest granted to you. I will notify you in writing and obtain your prior written consent to any change in location of any of the Property. I will not use the Property in violation of any law. I will notify you in writing prior to any change in my address, name or, if an organization, any change in my identity or structure.

Until the Secured Debts are fully paid and this Agreement is terminated, I will not grant a security interest in any of the Property without your prior written consent. I will pay all taxes and assessments levied or assessed against me or the Property and provide timely proof of payment of these taxes and assessments upon request.

C. **Selling, Leasing or Encumbering the Property.** I will not sell, offer to sell, lease, or otherwise transfer or encumber the Property without your prior written permission, except for inventory sold in the ordinary course of business at fair market value, or at a minimum price established between you and me, if I am in default under this Agreement, I may not sell the inventory portion of the Property even in the ordinary course of business. Any disposition of the Property contrary to this Agreement will violate your rights. Your permission to sell the Property may be reasonably withheld without regard to the creditworthiness of any buyer or transferee. I will not permit the Property to be the subject of any court order affecting my rights to the Property in any action by anyone other than you. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, I will note your security interest on the face of the chattel paper or instruments.

6. **INSURANCE.** I agree to keep the Property insured against the risks reasonably associated with the Property. I will maintain this insurance in the amounts you require. This insurance will last until the Property is released from this Agreement. I may choose the insurance company, subject to your approval, which will not be unreasonably withheld.

I will have the insurance company name you as loss payee on any insurance policy. I will give you and the insurance company immediate notice of any loss. You may apply the insurance proceeds toward what is owed on the Secured Debts. You may require added security as a condition of permitting any insurance proceeds to be used to repair or replace the Property.

If you acquire the Property in damaged condition, my right to any insurance policies and proceeds will pass to you to the extent of the Secured Debts.

I will immediately notify you of cancellation or termination of insurance. If I fail to keep the Property insured, you may obtain insurance to protect your interest in the Property and I will pay for the insurance on your demand. You may demand that I pay for the insurance all at once, or you may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverages not originally required of me, may be written by a company other than one I would choose, and may be written at a higher rate than I could obtain if I purchased the insurance. I acknowledge and agree that you or one of your affiliates may receive commissions on the purchase of this insurance.

7. **COLLECTION RIGHTS OF THE SECURED PARTY.** Account Debtor means the person who is obligated on an account, chattel paper, or general intangible. I authorize you to notify my Account Debtors of your security interest and to deal with the Account Debtors' obligations at your discretion. You may enforce the obligations of an Account Debtor, exercising any of my rights with respect to the Account Debtors' obligations to make payment or otherwise render performance to me, including the enforcement of any security interest that secures such obligations. You may apply proceeds received from the Account Debtors to the Secured Debts or you may release such proceeds to me.

I specifically and irrevocably authorize you to exercise any of the following powers at my expense, without limitation, until the Secured Debts are paid in full:

A. demand payment and enforce collection from any Account Debtor or Obligor by suit or otherwise.

B. enforce any security interest, lien or encumbrance given to secure the payment or performance of any Account Debtor or any obligation constituting Property.

C. file proofs of claim or similar documents in the event of bankruptcy, insolvency or death of any person obligated as an Account Debtor.

D. compromise, release, extend, or exchange any indebtedness of an Account Debtor.

E. take control of any proceeds of the Account Debtors' obligations and any returned or repossessed goods.

F. endorse all payments by any Account Debtor which may come into your possession as payable to me.

G. deal in all respects as the holder and owner of the Account Debtors' obligations.

8. **AUTHORITY TO PERFORM.** I authorize you to do anything you deem reasonably necessary to protect the Property, and perfect and continue your security interest in the Property. If I fail to perform any of my duties under this Agreement or any other Loan Document, you are authorized, without notice to me, to perform the duties or cause them to be performed.

These authorizations include, but are not limited to, permission to:

A. pay and discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Property.

B. pay any rents or other charges under any lease affecting the Property.

C. order and pay for the repair, maintenance and preservation of the Property.

D. file any financing statements on my behalf and pay for filing and recording fees pertaining to the Property.

E. place a note on any chattel paper indicating your interest in the Property.

F. take any action you feel necessary to realize on the Property, including performing any part of a contract or endorsing it in my name.

G. handle any suits or other proceedings involving the Property in my name.

H. prepare, file, and sign my name to any necessary reports or accountings.

I. make an entry on my books and records showing the existence of this Agreement.

J. notify any Account Debtor of your interest in the Property and tell the Account Debtor to make payments to you or someone else you name.

If you perform for me, you will use reasonable care. If you exercise the care and follow the procedures that you generally apply to the collection of obligations owed to you, you will be deemed to be using reasonable care. Reasonable care will not include: any steps necessary to preserve rights against prior parties; the duty to send notices, perform services or take any other action in connection with the management of the Property; or the duty to protect, preserve or maintain any security interest given to others by me or other parties. Your authorization to perform for me will not create an obligation to perform and your failure to perform will not preclude you from exercising any other rights under the law or this Agreement. All cash and non-cash proceeds of the Property may be applied by you only upon your actual receipt of cash proceeds against such of the Secured Debts, matured or unmatured, as you determine in your sole discretion.

If you come into actual or constructive possession of the Property, you will preserve and protect the Property. For purposes of this paragraph, you will be in actual possession of the Property only when you have physical, immediate and exclusive control over the Property and you have affirmatively accepted that control. You will be in constructive possession of the Property only when you have both the power and the intent to exercise control over the Property.

9. **DEFAULT.** I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. **Payments.** I fail to make a payment in full when due.

B. **Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, Of the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Obligor, or any co-signer, endorser, surety or guarantor of this Agreement or any other obligations Obligor has with you.

C. **Business Termination.** I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. **Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Agreement.

E. **Other Documents.** A default occurs under the terms of any Other Loan Document.

F. **Other Agreements.** I am in default on any other debt or agreement I have with you.

G. **Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. **Judgment.** I fail to satisfy or appeal any judgment against me.

I. **Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. **Name Change.** I change my name or assume an additional name without notifying you before making such a change.

K. **Property Transfer.** I transfer all or a substantial part of my money or property.

L. **Property Value.** You determine in good faith that the value of the Property has declined or is impaired.

M. **Material Change.** Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.

10. **DUE ON SALE OR ENCUMBRANCE.** You may, at your option, declare the entire balance of this Agreement to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. However, if I am in default under this Agreement, I may not sell the inventory portion of the Property even in the ordinary course of business.

11. **REMEDIES.** After I default, you may at your option do any one or more of the following.

A. **Acceleration.** You may make all of any part of the amount owing by the terms of the Secured Debts immediately due.

B. **Sources.** You may use any and all remedies you have under state or federal law or in any Loan Document.

C. **Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D. **Payments Made On My Behalf.** Amounts advanced on my behalf will be immediately due and may be added to the Secured Debts.

E. **Assembly of Property** you may require me to gather the Property and make it available to you in a reasonable fashion.

F. **Repossession.** You may repossess the Property so long as the repossession does not involve a breach of the peace. You may sell, lease or otherwise dispose of the Property as provided by law. You may apply what you receive from the disposition of the Property to your expenses, your attorneys' fees and legal expenses (where not prohibited by law), and any debt I owe you. If what you receive from the disposition of the Property does not satisfy the debt, I will be liable for the deficiency (where permitted by law). In some cases, you may keep the Property to satisfy the debt.

Where a notice is required, I agree that ten days prior written notice sent by first class mail to my address listed in this Agreement will be reasonable notice to me under the Florida Uniform Commercial Code. If the Property is perishable or threatens to decline speedily in value, you may, without notice to me, dispose of any or all of the Property in a commercially reasonable manner at my expense following any commercially reasonable preparation or processing.

If any items not otherwise subject to this Agreement are contained in the Property when you take possession, you may hold these items for me at my risk and you will not be liable for taking possession of them.

G. **Use and Operation.** You may enter upon my premises and take possession of all or any part of my property for the purpose of preserving the Property or its value, so long as you do not breach the peace. You may use and operate my property for the length of time you feel is necessary to protect your interest, all without payment or compensation to me.

H. **Waiver.** By choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

12. **WAIVER OF CLAIMS.** I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

13. **PERFECTION OF SECURITY INTEREST AND COSTS.** I authorize you to file a financing statement and/or security agreement, as appropriate, covering all of my personal Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining

perfection or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code, I agree to pay all taxes, fees and costs you pay or incur in connection with preparing, filing or recording any financing statements or other security interest filings on the Property. I agree to pay all actual costs of terminating your security interest.

14. **APPLICABLE LAW.** This Agreement is governed by the laws of Florida, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Florida, unless otherwise required by law.

15. **JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. You may sue each Debtor individually or together with any other Debtor. You may release any part of the Property and I will still be obligated under this Agreement for the remaining Property. Debtor agrees that you and any party to this Agreement may extend, modify or make any change in the terms of this Agreement or any evidence of debt without Debtor's consent. Such a change will not release Debtor from the terms of this Agreement. If you assign any of the Secured Debts, you may assign all or any part of this Agreement without notice to me or my consent, and this Agreement will inure to the benefit of your assignee to the extent of such assignment. You will continue to have the unimpaired right to enforce this Agreement as to any of the Secured Debts that are not assigned. This Agreement shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Secured Debts and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

16. **AMENDMENT, INTEGRATION AND SEVERABILITY.** This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing and executed by you and me. This Agreement and the other Loan Documents are the complete and final expression of the understanding between you and me. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable,

17. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

18. **NOTICE AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Debtor will be deemed to be notice to all Debtors. I will inform you in writing of any change in my name, address or other application information. I will provide you any other, correct and complete information you request to effectively grant a security interest on the Property. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Agreement and to confirm your lien status on any Property. Time is of the essence.

SIGNATURES: By signing, I agree to the terms contained in this Agreement. I also acknowledge receipt of a copy of this Agreement.

DEBTOR:

The British Four Wheel Drive Company

By _____ Date April 2nd 2012.
Frederick J. Mathews, President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of April, 2012 by Frederick J. Mathews, who ____ is personally known to me or who has produced Florida Driver Lic. as identification.

NOTARY'S SEAL:

ELLEN M. VIGNOLA
Notary Public - State of Florida
My Comm. Expires Nov 16, 2012
Commission # DD 838733

_____
NOTARY PUBLIC, STATE OF FLORIDA

Ellen M. Vignola
(Name of Acknowledger Typed, Printed or Stamped)

DD 838733
Commission Number

SECURED PARTY:

City of Pompano Beach - Office of Housing & Urban Improvement

By _____ Date 4/2/12
for MC

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON
Ellen Vignola (954) 876-2300

B. SEND ACKNOWLEDGEMENT TO:
Name Florida Shores Bank - SE

Address P.O. Box 31710

Address

City/State/Zip Tampa, FL 33631-3701

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY **ONE** DEBTOR NAME **(1a OR 1b)** – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME The British Four Wheel Drive Company				
1.b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
1.c MAILING ADDRESS Line One 470 South Dixie Highway West	This space not available.			
MAILING ADDRESS Line Two	CITY Pompano Beach	STATE FL	POSTAL CODE 33060	COUNTRY USA

1.d TAX ID# 27-2002550	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	1.e TYPE OF ORGANIZATION Corporation	1.f JURISDICTION OF ORGANIZATION Florida	1.g ORGANIZATIONAL ID# P10000016709

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY **ONE** DEBTOR NAME **(2a OR 2b)** – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME				
2.b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
2.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

2.d TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	2.e TYPE OF ORGANIZATION	2.f JURISDICTION OF ORGANIZATION	2.g ORGANIZATIONAL ID# ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY **ONE** SECURED PARTY **(3a OR3b)**

3.a ORGANIZATION'S NAME City of Pompano Beach				
3.b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
3.c MAILING ADDRESS Line One c/o Florida Shores Bank - Southeast	This space not available.			
MAILING ADDRESS Line Two P.O. Box 31701	CITY Tampa	STATE FL	POSTAL CODE 33631-3701	COUNTRY USA

4. This **FINANCING STATEMENT** covers the following collateral:

All of the following which Debtor owns now or in the future, together with all parts, accessories, repairs, replacements, improvements, and accessions, and wherever located: INVENTORY: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business. EQUIPMENT: All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts and tools. The property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create or perfect a valid security interest in all of... (Continued on attachment)

5. ALTERNATE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ AG. LIEN ☐ NON-UCC FILING ☐ SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK **EXACTLY ONE** BOX

☒ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☐ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

Initials

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM – ADDENDUM

8. NAME OF FIRST DEBTOR (1aOR 1b) ON RELATED FINANCING STATEMENT

8a. ORGANIZATION'S NAME			
The British Four Wheel Drive Company			
8b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

9. MISCELLANEOUS:

10. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (10a OR 10b) – Do Not Abbreviate or Combine Names

10.a ORGANIZATION'S NAME				
10.b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
10.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY
10.d TAX ID# / REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	10.e TYPE OF ORGANIZATION	10.f JURISDICTION OF ORGANIZATION	10.g ORGANIZATIONAL ID# ☐ NONE	

11. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEED of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (11a OR 11b)

11.a ORGANIZATION'S NAME				
11.b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

12. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

13. Description of real estate:

14. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

15. Additional collateral description:

Debtor's equipment. GENERAL INTANGIBLES: All general intangibles including but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs and the right to use Debtor's name.
UCC-1 lien to cover all assets of the servicing and repair company located at 470 South Dixie Highway West, Pompano Beach, FL 33060.

16. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or

☐ Decedent's Estate

17. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

Florida Shores Bank

400 North Federal Highway
Pompano Beach, FL 33062
954.876.2300
www.floridashoresbank.com

Loan Servicing Fee

On behalf of the City of Pompano Beach, Florida Shores Bank will service your loan. All payments should be made payable to Florida Shores Bank and mailed to: P.O. Box 31701; Tampa, FL 33631-3701.

There will be a 1% servicing fee due at closing and payable to Florida Shores Bank. After the first year there will be a .0417% servicing fee assessed each month based on the outstanding principal balance for the remaining term of the loan. This servicing fee will be paid to Florida Shores Bank.

The British Four Wheel Drive Company

By:_____
Frederick J. Mathews, President

April 2nd 2012
Dated

Member FDIC

Meeting Date: 9/8/2015 Agenda Item 9

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 A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND TRANSMAP CORPORATION TO ACCOMPLISH PAVEMENT INSPECTION AND DATA COLLECTION FOR THE CITY OF POMPANO BEACH'S ROADWAYS SIDEWALKS, CURBS, ADA ACCESS RAMPS, AND PARKING LOTS; PROVIDING AN EFFECTIVE DATE. ($106,964.74)

Summary of Purpose and Why:

The Public Works Department requests approval to purchase Pavement Management Services, including a Pavement Condition Survey and creation of a Pavement Management Program for 273 center line miles of City owned streets and roadway system, from Transmap Corporation based upon the City of Coral Springs contract #15-D-005. The Coral Springs contract is valid through March 18, 2017. The total cost is $106,964.74.

(1) Origin of request for this action: Staff
(2) Primary staff contact: Robert McCaughan, Public Works Director 954 786-4097
(3) Expiration of contract, if applicable: See above
(4) Fiscal impact and source of funding: $106,964.74 from budgeted funds in account 302-7303-541.65-12 Capital Improvement Project Fund

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	8/26/15	Approve	Robert McCaughan
General Services	8/28/15	Approve	
Finance	8/28/15	Approve	A. Tempnice
Budget	8/31/15	Approve	
City Attorney	9-1-15	Approve	

X City Manager

ACTION TAKEN BY COMMISSION:

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

City Attorney's Communication #2015-1474

August 24, 2015

TO: Robert A. McCaughan, Public Works Director

FROM: Mark E. Berman, City Attorney

RE: Resolution – Transmap Corporation

As requested in your memorandum dated August 19, 2015, Public Works Department Memorandum No. 2015-037, the above-referenced Resolution has been prepared and is attached as follows:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND TRANSMAP CORPORATION TO ACCOMPLISH PAVEMENT INSPECTION AND DATA COLLECTION FOR THE CITY OF POMPANO BEACH'S ROADWAYS, SIDEWALKS, CURBS, ADA ACCESS RAMPS AND PARKING LOTS; PROVIDING AN EFFECTIVE DATE.**

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

MARK E. BERMAN

MEB/ds
l:cor/pw/2015-1474
Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND TRANSMAP CORPORATION TO ACCOMPLISH PAVEMENT INSPECTION AND DATA COLLECTION FOR THE CITY OF POMPANO BEACH'S ROADWAYS, SIDEWALKS, CURBS, ADA ACCESS RAMPS AND PARKING LOTS; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Contract between the City of Pompano Beach and Transmap Corporation to accomplish pavement inspection and data collection for the City of Pompano Beach's roadways, sidewalks, curbs, ADA access ramps and parking lots, a copy of which Contract is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

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

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK
MEB/ds
8/24/15
l:reso/2015-462

MEMORANDUM

Purchasing #15-092
July 23, 2015

To: Dennis W. Beach, City Manager

Through: Otis J. Thomas, General Services Director OJ

From: Cassandra LeMasurier, Purchasing Supervisor CL

Subject: Approval to Piggyback City of Coral Springs RFP 15-D-005 with Transmap Corporation for Pavement Management Services

Contract Need/Background

The Public Works Department requests approval to purchase Pavement Management Services, including a Pavement Condition Survey and creation of a Pavement Management Program for 273 center line miles of City owned streets and roadway system, from Transmap Corporation. The City of Coral Springs issued request for proposal 15-D-005 September 24, 2014 and awarded the contract to Transmap Corporation. The contract is valid through March 18, 2017. The total cost is $106,964.74.

Attached you will find copies of a memorandum from Public Works, applicable copies of the vendor quote, City of Coral Springs Contract and RFP documents.

Funding

The pavement management services will be funded from account 302-7302-541.65-12 Capital Improvement Project Fund / Construction.

Market Research

Purchasing has reviewed the Coral Springs proposers and conducted market research to verify that no local Pompano Beach vendors provide this service.

Award Recommendation

After review of the City of Coral Springs RFP and contract it is recommended that Transmap Corporation be awarded a contract for Pavement Management Services at the prices specified in the City of Coral Springs contract #15-D-005.

enclosures

cc: file

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and ____Transmap Corporation__, hereinafter referred to as "Contractor."

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

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

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

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" RFP 15-D-005, Comprehensive Pavement Management Services Agreement, Exhibit "C" insurance requirements; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide the services of pavement inspection and data collection for City of Pompano Beach's roadways, sidewalks, curbs, ADA access ramps and parking lots upon the terms and conditions herein set forth.

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

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City shall have the option to renew this contract for an additional period of one (1) year, provided that City will provide notification within thirty (30) days of termination date of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

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

Payment of a Fixed Fee of $106,964.74.

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

Invoices shall be submitted on a monthly basis.

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

10. Disputes.

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

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

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

If to Contractor:

Transmap Corporation
Attn: Mr. Howard Luxhoj, PE
3366 Riverside Drive, Suite 103
Upper Arlington, OH 43221
Fax: (614) 481-4017

If to City:

City of Pompano Beach
Attn: Public Works Director (Robert McCaughan)
1201 NE 5th Ave
Pompano Beach, Florida 33060
Fax: (954) 786-4028

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

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

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events

may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

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

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

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

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

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

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

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

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

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

23. Public Records.

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

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

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

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

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

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

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

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

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

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

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

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

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

Witnesses: **CITY OF POMPANO BEACH**

_____ By:_____
LAMAR FISHER, MAYOR

_____ By:_____

DENNIS W. BEACH, CITY MANAGER

Attest:

_____

ASCELETA HAMMOND, CITY CLERK (SEAL)

APPROVED AS TO FORM:

_____

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

_____

NOTARY PUBLIC, STATE OF FLORIDA

_____

(Name of Acknowledger Typed, Printed or Stamped)

_____

Commission Number

"CONTRACTOR"

Transmap Corporation
(Print or type name of company here)

Witnesses:

Craig A. Scharling
(Print or Type Name)

ROB UCKOTTER
(Print or Type Name)

By: _____

Print Name: Howard Luxhoj, PE

Title: President / CEO

Business License No. 30691

STATE OF ~~FLORIDA~~ OHIO

COUNTY OF Franklin

The foregoing instrument was acknowledged before me this 28th day of August, 2015, by Howard Luxhoj, PE as President/CEO of Transmap Corporation, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced personally known (type of identification) as identification.

NOTARY'S SEAL:

NOTARIAL SEAL STATE OF OHIO

Colleen Collins
Notary Public, State of Ohio
My Commission Expires 09-29-201

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ OHIO

Colleen Collins
(Name of Acknowledger Typed, Printed or Stamped)

2011-RE-389059
Commission Number

I:agr/genl srvs/service contract

EXHIBIT A

July 6th, 2015

City of Pompano Beach, Florida
Pavement and Asset Management Project

Exhibit A
Scope of Services

Prepared For:

Michael Carter
Streets Superintendent
City of Pompano Beach
1201 NE 5 Avenue
Pompano Beach, FL 33060

Prepared By:

Craig Schorling, GISP
Vice President
Transmap Corporation
3366 Riverside Drive, Suite 103
Upper Arlington, OH 43221

Version 1.0

Project Scope of Services Outline

- Introduction
- Project Setup
  - Kick Off Meeting
  - Centerline Review
  - Mobilization
- Task 1 - Pavement Management
  - 1a/2a - ON-SIGHT™ Data Collection
  - 1b - Advanced Inspections: IRI/Rutting
  - 1c - Network Setup and Review
  - 1d - Pavement Inspection
  - 1e - MicroPAVER Load
  - 1f - GIS Integration
  - 1g - Pavement Boot Camp
  - 1h - Pavement Reporting
  - 1i - MicroPAVER Software
  - 1j - MicroPAVER Training
  - 1k - Project Management: Pavement
  - 1l - ArcGIS Online Viewer
- Task 4 - Asset Extraction
  - 4a - Point and Linear Assets
  - 4b - GIS Integration
  - 4c - Project Management: Assets
- Conclusion

Introduction

Transmap would like to thank the City of Pompano Beach for choosing Transmap as the provider for the Pavement and Asset Management Project project. This scope of services will act as the foundation for the project. Excellent project management and understanding of the project are essential to ensure that Transmap has addressed all of the City's needs. This document will act as Transmap's project narrative to the City for the collection and analysis of pavement distress data.

Project Team Representatives

The following table represents the current list of project participants, along with their phone numbers and email addresses.

Name	Project Role	Telephone	Email
Pompano Beach			
Michael Carter	Street Superintendent	954-786-4146	michael.carter@copbfl.com
Transmap			
Howard Luxhoj	Principal/CEO	614-481-6799	hluxhoj@transmap.com
Craig Schorling	Account Manager	614-537-6297	cschorling@transmap.com
Chris Crocker	Project Manager	614-481-6799	ccrocker@transmap.com
Michael Weakley	Project Manager	614-481-6799	mweakley@transmap.com

Project Setup

The setup process is the initial step for any project. Below are the items associated with the setup for the City of Pompano Beach's Pavement and Asset Management project.

Kick Off Meeting

The project kick off meeting will be in person and on site at the City of Pompano Beach. Transmap will have, at the very least, a Project Manager or Account Manager on site. The goals for the kick off are to meet with technical staff members and Project Managers to discuss overall timeline, reporting requirements, technical exchange, and team member responsibilities. The technical exchange will happen both on site and remotely to facilitate any project materials needed by Transmap or the City. One major goal of the kick off meeting is to ensure that all roads in the project network are scheduled to be driven. The kick off meeting is scheduled to be a high level meeting lasting from 1-2 hours.

Centerline Review
Transmap has performed an initial review on the digital GIS centerline that was provided by the City. Transmap will produce maps for the the kick off meeting, allowing for the City to accept the roads that will be driven and analyzed as part of the road network. It is very important at the start of the project to get acceptance of the roads to be driven. As of the date of this scope, the centerline review statistics are below:

Participant	# of Segments	# of Centerline Miles	Minimum Length FT	Maximum Length FT	Average Length FT	Std. Deviation FT
Pompano Beach	3248	272.63	8.62	4,846.54	443.2	363.66

Mobilization
Transmap will mobilize the ON-SIGHT™ system to the project area. In addition, the ground control network and a quality control network will be established. Mobilization activities include: Deploying a Transmap ON-SIGHT™ mapping vehicle, equipment, and required staff (driver and operator) to Pompano Beach, authority notice letter about mobile mapping vehicle (sent to client and local authorities), installing, configuring, and calibrating the camera equipment and on-board data management hardware/software, installing, configuring, and calibrating the on-board global positioning and inertial navigation system equipment, and setting up an external Quality Control (QC) network with quality control points. Transmap will establish an external ground control network to be utilized in support of field data capture quality control efforts. The purpose of the ground control network is to provide the GPS corrections necessary to ensure GIS sub-meter accuracy throughout the project.

Deliverables:

Kick Off Meeting	Project Manager will set up the kick off meeting and deliver a recap document after the meeting
Centerline Review	Transmap will send and bring maps for review in the kick off meeting
Mobilization	Transmap will notify the City when the mobile mapping vehicle will be mobilized to the project area. We will send a notice to the City that has information about the vehicle, so the City can notify the authorities and constituents about it.

Task 1 - Pavement Management

Task 1a/2a - ON-SIGHT™ Data Collection
The raw data collection portion of the project must begin before any extraction of data. Transmap will drive all roads identified in the project area using our ON-SIGHT™ HD mapping vehicle. The vehicle has a new 4K Laser Crack Measurement System (LCMS), a Ladybug5 6-camera panoramic image system, and a point cloud laser (vehicle-based LiDAR). The point cloud laser gives real-time positioning of assets within the roadways. Point cloud data is useful for measuring heights, offsets, and intensity values of assets. The vehicle has a robust GPS/INS solution that has dramatically improved accuracy and efficiency.

Transmap will drive our ON-SIGHT vehicle along 273 centerline miles of roads within the project area of the City. The image database will be collected for each roadway specified by the City in both directions (one-way streets excluded), enabling a full 360-degree view of each roadway in the network. The vehicle will make multiple passes on roads that have 2 or more travel lanes in one direction. Transmap will

deliver the Ladybug5 panoramic view of the roads to the City, which will be accessed through our web-based image viewer. For pavement management, Transmap will be running a 4K LCMS system that will produce downward facing images to be delivered to the City. The LCMS images will also be available to view on our web-based image viewer.

Transmap will QC the images obtained by the mapping vehicle to ensure that they are satisfactory and to meet the objective of the Pavement and Asset Management Project. To ensure the highest quality images, image capture activities will not be performed during low-light or adverse weather conditions. In-field image quality control will be performed for the purpose of identifying groups of images that may be unacceptable for feature extraction. Unacceptable images will be re-collected.

The specified route network will be compared against that of which has been imaged to ensure that no route segments have been overlooked. Missing route segments will be re-driven and imaged. Route segments may not be imaged when they are not accessible due to construction, temporary or permanent closures, or they may not exist as indicated in the supplied base data sets.

Positional accuracy will be maintained and verified through the use of QC points established within the road network. Reference coordinates will be established for said QC points. QC point locations will be derived from the collected images with discrepancies between the known reference coordinates and the measured coordinates (from the images) noted.

Task 1b - Advanced Inspections: IRI/Rutting

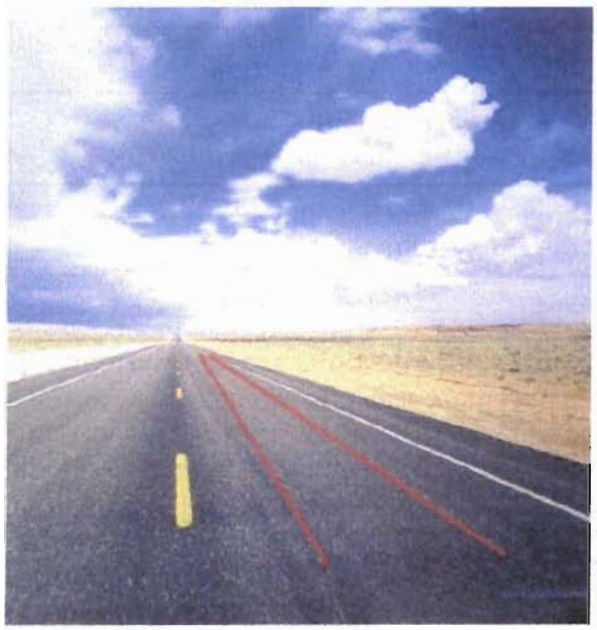
A unique element of the Transmap Hybrid Approach is our new Laser Crack Measurement System (LCMS). This 4K system has two laser line projectors with more than 2000 points per laser. A total of 4160 laser points are used to capture pavement condition. The LCMS will detect and analyze cracks, lane markings, ruts, potholes, macro-texture, patches, raveling, rutting and International Roughness Index (IRI) data, and cross slope.

Transmap will drive in both directions (all lanes) for a complete (100%) view of all surface distresses and can deliver a complete Crack Map of surface distress data. The vehicle is capable of collecting data at speeds up to 62 mph and acquires both 3D and intensity (image) data of the road surface with 1mm resolution.

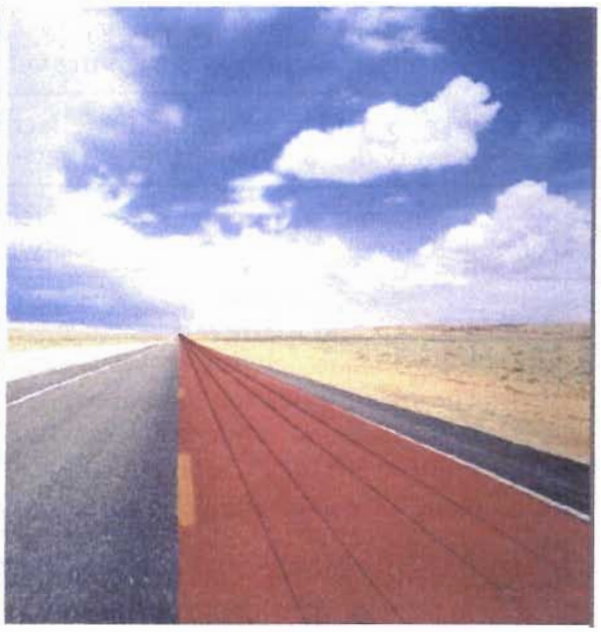
100% Coverage

3D Crack Analysis

The International Roughness Index (IRI) and rutting data will be collected for the left wheel track, the right wheel track, and the average of the two wheel tracks in a manner that meets all ASTM E950 standards. The equipment captures continuous pavement data as the vehicle drives along a roadway. The 4,000+ points of our combined lasers are far more advanced than a typical 3 or 5 point laser. These lasers will capture IRI data across the surface of the road, and the operator does not have to worry about having the vehicle exactly in the wheel paths for rutting. The rutting depth will be delivered as a minimum, maximum, and average per wheel path and the IRI data will be delivered as a value over the whole section of pavement. The IRI data represents the total anticipated vertical movement a vehicle would experience over a given stretch of road. This data is acquired from the profiler and delivered as a field in the centerline file segment by segment.



Single Point IRI/Rutting Collection



LCMS 4000+ Point IRI/Rutting Collection

Additional Information: IRI

- Multiple stops and slow speeds are not recommended in the ASTM E950 spec for roughness collection.

Additional Information: Rutting

- Full 4,000 point profile for each lane is collected
- Construction techniques of alleys and thin residential roads can cause erroneous rutting profiles.

QA/QC Advanced Inspection System
The following table represents the rigorous QA/QC our system goes through to ensure the best quality results from our advanced inspections.

Calibration Table (Quality Control/Quality Assurance of Profiler)

Distance Calibration	Performed to calibrate the distance measurement instrument - Performed every 1-2 weeks
Validation Object	Performed to ensure the accuracy of each height sensor on the profiler - Performed every 2-3 weeks
Laser Calibration	Performed to mathematically compute the optimum levelness of the laser sensors mounted on the vehicle - Performed whenever a sensor is added, changed, or removed from the vehicle
Accelerometer Calibration	Performed to cancel out the effect of weight shifting in the van - Performed every day and/or whenever there is a shift of weight change in the vehicle
Accelerometer Repeatability	Performed before the start of every project by running an ODOT IRI test area 10 times to test the repeatability of the IRI system

Task 1c - Network Setup and Review
Transmap will create the unique network that is required for the pavement management system (MicroPAVER). This process defines the road network as a pavement network. From the basemap, Transmap will create the network, branches, sections, and samples that will be used as the foundation for the Pavement Management System. During this task, Transmap will integrate any pertinent centerline data that the City might want in MicroPAVER.

Samples – Samples are the lowest order of the defined pavement network. All samples must belong to a network, branch, and section. The length of the sample area will depend on the width of roadway. The ASTM goal is to have sample areas between 1,500 sq.ft. and 3,500 sq.ft. Transmap will not perform any pavement inspections at the center of intersections. All sample areas will be offset from intersections. All segments will have a least one sample. Entire segments that are equal to or less than 75 feet in length will be samples. However, resulting PCI scores may not be consistent with the remainder of the roadway (branch).

How Each Sample is Created

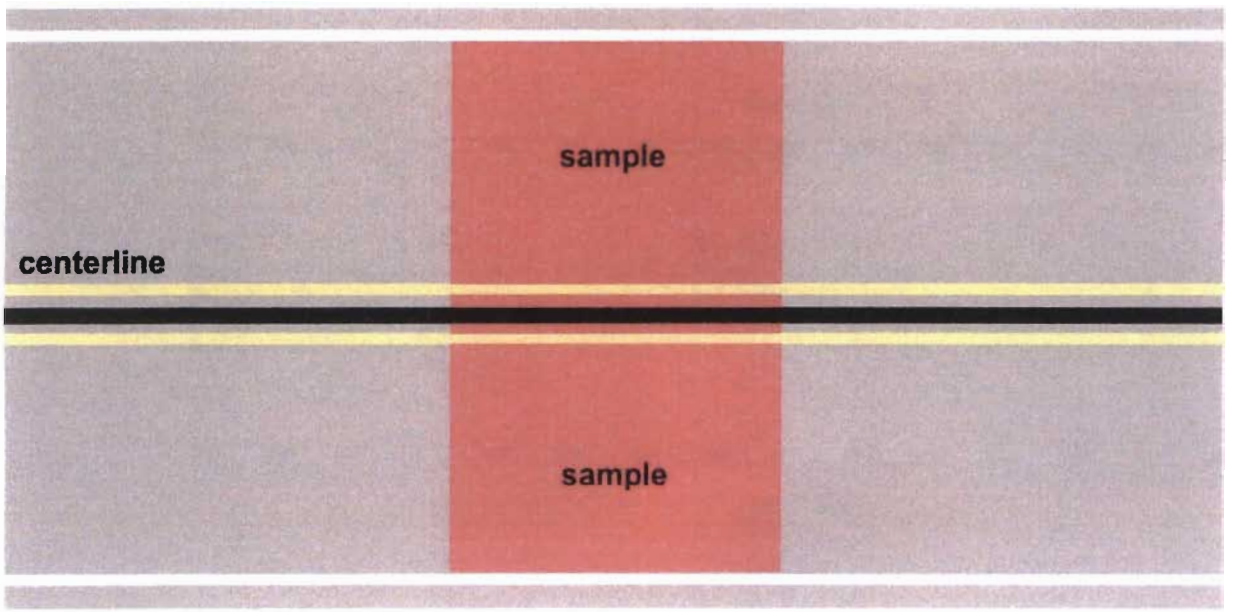
Samples are measured based on the lane configuration for each sample. For each case where there are only two through lanes in opposing directions (e.g. residential street), and the total width is less than 26 feet, the entire width of the road will be measured with the corresponding length. In cases where there are multiple lanes (through or turn), Transmap will measure the rightmost through lane in the increasing milepost direction. In this case, the lane width along with total road width will be recorded and the length of the sample will be based on the lane width. If there is a median in the sample area, then the rightmost lane will be measured in the increasing milepost direction. In cases where the centerline is divided for a road, each half of the road will be treated as its own route and measuring will follow the same format as explained earlier.

Standard Roadways

	# of Lanes	Sample Width (feet)	Road Section Width (feet)
Example 1 (One Centerline)	2 through opposing directions	< 26	<26

Standard Example 1

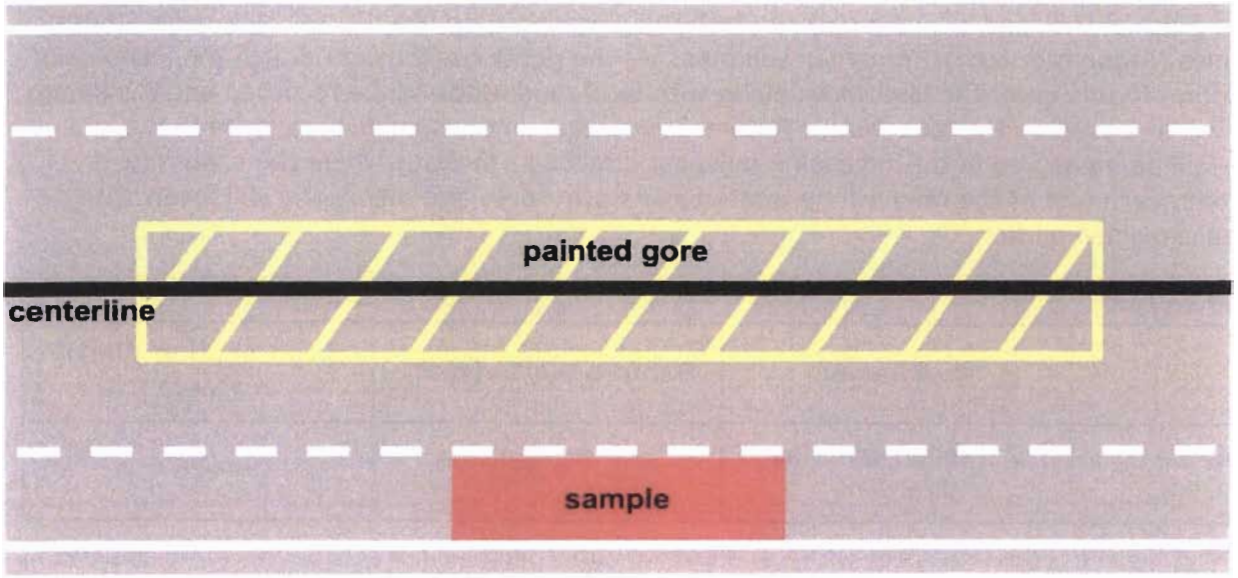
The following example is the standard sample layout for roads with two through lanes in opposing directions.



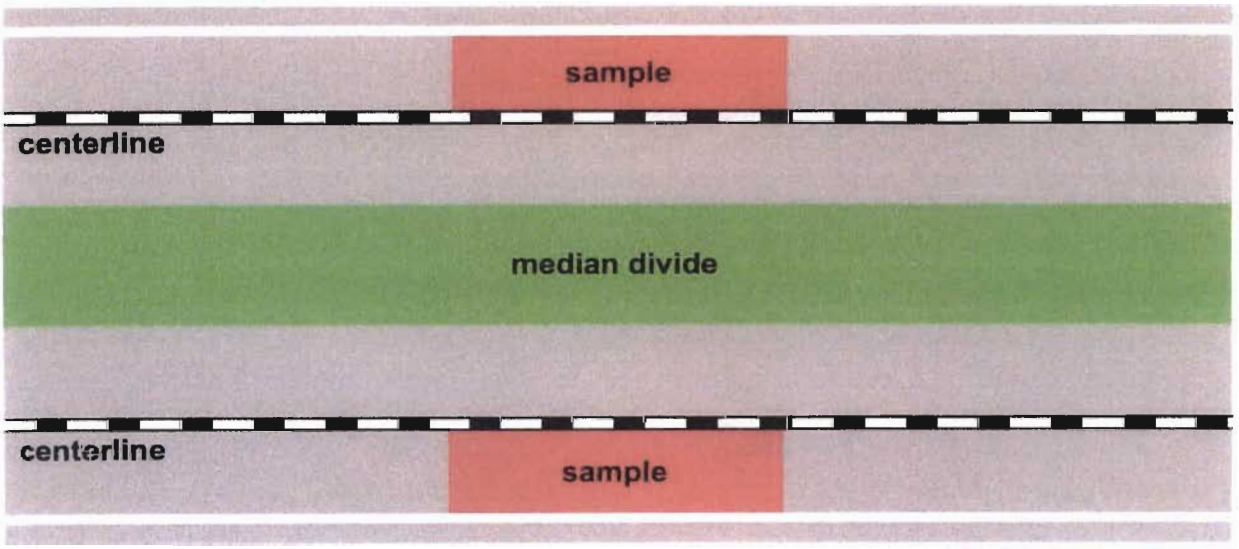
Non-Standard Roadways

	# of Lanes	Lane Width / Sample Width (feet)	Road Section Width (feet)
Example 2 (One Centerline)	4 non-divide	10	40
Example 3 (Two Centerlines)	4 median-divide	10	20

Four Lane Non-Divide Example 2
The following example has the sample in the increasing milepost direction on the rightmost through lane. The centerline is represented by one line.



Median-Divide Example 3
The following example has samples on both of the rightmost through lanes because the centerline is represented by two lines.



Sample Analysis for the City
Transmap has reviewed the City's GIS centerline file and found that a total 273 centerline miles will be driven. If the sample area is not concrete or asphalt, it will not be analyzed and will be not valid. We will use the best representative area to perform our analysis. This means that the worst and the best areas will not be used, but that a good representative sample of the whole section will be used.

Task 1d - Pavement Inspection
Transmap works closely with APWA to ensure pavement data is collected and implemented using ASTM standards (D6433). Transmap uses the US Army Corps of Engineers Paver Distress Identification Manual as a guideline for pavement inspections. Pavement conditions for each segment will be documented through the use of a digital pavement condition rating form designed to capture the distress type, severity, and frequency directly within the established pavement condition data mode. Transmap uses a

unique Hybrid Approach to capture the pavement distress data. Through the use of photogrammetry, profiler data, and 3D models, Transmap can measure widths, lengths, and square footage of all surface distress data.

Transmap will collect distress information along 273 centerline miles of asphalt/concrete roadway. Surface distress types will be captured and interpreted from the LCMS system for designated centerline miles of roadway driven by the Transmap vehicle. Additional IRI ride quality and rutting measurements will also be provided by the LCMS System.

The following table reflects the distress types that Transmap will collect for the project:

Asphalt Pavement Distresses	**Concrete Collection**
Distress	**Distress**
Alligator Cracking	Slab Count
Potholes	Slab Width
Transverse/Longitudinal Cracking	Slab Length
Edge Cracking	Corner Breaks
Weathering	Patching
Raveling	Divided Slab
Block Cracking	Linear Cracking
Patching & Utility Cut Patching	Popouts
Bumps & Sags	Joint Seal Damage
Depressions	Durability Cracking
Corrugations	Corner Spalling
Road Profiler Collection	Joint Spalling
Rutting	Shrinkage Cracks
Ride Quality	

Pavement Distress Data QA/QC
Transmap has a 20% QA/QC methodology set up in the office and a 5% method set up for boots-on-the-ground. The in-office QA/QC consists of selecting 20% of all valid samples and verifying sample areas and distresses measured in these samples.

The field QA/QC "boots-on-the-ground" occurs after all of the pavement network and samples are loaded into MicroPAVER to produce a PCI value for each segment. The purpose of field QA/QC is to verify that the distresses measured via images in the office align with what actually exists in the pavement. Transmap will select random samples to verify, while also focusing on roads that exhibit notable deviations from segment to segment. After the field QA/QC, Transmap updates the samples with any changes found in the field and re-loads MicroPAVER to produce the final PCI values for each roadway segment. Transmap follows ASTM D6433 methods of measuring distress data. Both the office and field QA/QC are designed to check for any inconsistencies with the analyzed samples.

Task 1e - MicroPAVER Load
Transmap has written scripts for automated loading of the City's centerline file and distress data into MicroPAVER. Transmap loads MicroPAVER twice during the project. Once the initial pavement analysis is complete, Transmap will run results through MicroPAVER to establish a raw Pavement Condition Index (PCI). Transmap can deliver the raw PCI values but does not recommend using these results for final budgets. After the initial load, Transmap will perform our field verification walkout. After the walkout, distress data may be updated and re-run though MicroPAVER to establish a final PCI for delivery. The second time will be after the walkout is completed and after all of the ride quality and rutting data has been processed.

Task 1f - GIS Integration
After the final PCI data is created, Transmap will integrate the PCI data with the City's centerline file. Transmap will also be linking the pavement distress data to the City's centerline when we create the network. The distress data will be part of a polygon geodatabase that will be delivered to the City.

Task 1g - Pavement Boot Camp
The boot camp is customized for every client and is designed as a half-day, fact-finding meetings on-site with the client. The boot camp gives the client and Transmap an understanding about which pavement reports the client needs and which legacy data Transmap needs to collect to achieve these reports.

Transmap has successfully managed boot camps for many customers. This process is considered necessary in establishing a proper PMS project from the beginning. During the boot camp, we will review any current maintenance and rehabilitation (M&R) practices that the City is using. The main focus will be to gather information on M&R practices and pricing. Transmap will suggest some preventative treatments that might best fit the project area and will use this information to gather regional cost data for the alternative methods of pavement practices. The boot camp will be the foundation for the reporting task.

The following list represents examples of which information Transmap will discuss in the boot camp:

- **Functional class** - The class or group of roads that the road belongs to. MicroPAVER uses the following classes: Principal, Arterial, Collector, Industrial, Residential, Primary, Secondary, and Tertiary
- **Traffic count data**
- **Budgets** - Current pavement rehabilitation budgets
- **Material costs** - Typical cost of materials for rehabilitation
- **M&R practices** - Types of rehabilitation or reconstruction practices the City is performing. Some examples are: Microsurfacing, Cape Seals, Slurry Seals, Hot-In-Place Recycling, etc.
- **ArcGIS Online site** - Transmap media site. Transmap will host the geodatabase data in the cloud. The site is created to assist in the tracking of the project deliverables
- **Overall digital centerline file** - We will review the final centerline file that was provided by the

City
- **Construction dates** - Approximate or actual major M&R dates per roadway segment
- **Family grouping** - Information on how the City wants roads to be grouped in order to have the correct deterioration model for each family

Task 1h - Pavement Reporting
Reports should not only be words on paper. They should include large maps with multiple colors that depict different scenarios. It is this style that has supported many Transmap customers when requesting budgets that can achieve the standard level of M&R required by their constituents.

Transmap will have an understanding of which reports the City needs from the boot camp. Transmap will need information on maintenance and rehabilitation activities. This information, along with construction dates, will be loaded into MicroPAVER to help produce candidate maps that will predict what future PCI results will look like in a "do nothing" scenario. These reports will allow the City to see how creating logical candidate lists and maps will help in evaluating treatments based on PCI and deterioration models instead of windshield studies or resident phone calls.

Transmap has the ability to link the MicroPAVER data to the digital centerline file to produce maps of various maintenance scenarios. For example, PCI maps can be broken out based on roadway classification to evaluate how traffic count affects PCI value. Once all maintenance practices and costs have been determined, Transmap can start building reports over time based on how long certain treatments extend the life of the pavement. Transmap prefers to have different reporting styles and will not simply produce standard text reports. All reporting data will be integrated to the centerline file to produce plots for City review. Standard delivery for reporting is listed below:

- Overall project report (summary of findings)
- Branch condition report
- Section condition report
- Distress report
- PCI maps
- Rutting maps
- IRI maps
- M&R recommended 5 year work plan (based on current budget and recommended budget)
- Recommended treatments for each segment
- Maps and spreadsheets of 5 year work plan

Task 1i - MicroPAVER Software
APWA has released the newest version of MicroPAVER 7.x. Transmap will purchase one MicroPAVER software license for the City. The license will be in the name of the City. Each license comes with two desktop installations and a year of support from APWA. Transmap will purchase the newest version of MicroPAVER available at the time of purchase.

Task 1j - MicroPAVER Training
Transmap will provide up to 5 City employees with a 2-day, on-site training of MicroPAVER 1. This training will cover the basic MicroPAVER functions of the advanced reporting solutions within MicroPAVER. The training will be performed on the City's actual data that is collected during the project. MicroPAVER 1 training will occur after the project data has been loaded into MicroPAVER.

The City will supply a computer for each trainee and the room where the training will take place. Transmap will install MicroPAVER on each computer and refresh the databases as necessary. The class will cover:

1. Overview of Paver - Selection tools and dropdowns
2. Inventory - Network, surface type, user defined fields
3. Work Tracking - History, construction dates
4. PCI Field Inspection/Data Entry
5. Standard Paver Reports
6. Prediction Modeling
7. Condition Analysis
8. System Tables
9. Work Planning

Task 1k - Project Management: Pavement
Transmap will create project management reports, project milestones, project goals, and keep the City informed on the progress of the project. Transmap will also provide monthly status reports and maps. Most project management will be done remotely except for the kick off meeting. Transmap will utilize the web, email, and voice for most project management tasks. The Project Managers are responsible for the allocation of staff for a timely completion of the project and report to the Account Manager and Project Principal on the status of the project.

Task 1l- ArcGIS Online Viewer (Media Hosting)
Once the image collection process is complete and all data is processed, Transmap will post all images on our ArcGIS Online web-based image viewer. This viewer allows the City to log on to a web page and view the basemap, orthophotography, image locations, pavement sample data, and all extracted assets from the project. Transmap uses this site to allow the City to see the progress of the project. Transmap will host the image links (media) for up to six months after completion of the project. The City will be responsible for having the space necessary to load the Transmap media on their servers. Transmap can assist the City in setting up the media on their servers.

Deliverables

1a/2a - ON-SIGHT Data Collection	Transmap will deliver the van image, which is a geodatabase of the vehicle path with an image link, to the Transmap media site. A drive-coded geodatabase of the centerline file is also included. Transmap will deliver all images and LiDAR data on an internal SATA hard drive. A download cable (USB to SATA) can be provided.
1b - Advanced Inspections: IRI/Rutting	The data acquired from the LCMS will be processed and the rutting data will be loaded into MicroPAVER. The following maps will be delivered to the City: Average section IRI and rutting. The final pavement centerline that is delivered to the City will have average IRI and rutting per segment. Standard pavement images will also be delivered as part of the media viewer.
1c - Network Setup and Review	Transmap will deliver a pavement centerline with the network information as attributes. This data will also reside in MicroPAVER.
1d - Pavement Inspection	Transmap will deliver a geodatabase of the polygon inspection areas with analyzed distress data as attributes.
1e - MicroPAVER Load	Transmap will load the network and all distress data into MicroPAVER.
1f - GIS Integration	Pavement centerline will be delivered with network and PCI values.
1g - Pavement Boot Camp	Transmap will be on-site at the City for the boot camp. We will prepare an agenda and a meeting recap will be delivered to the City.
1h - Pavement Reporting	Transmap will post all reporting in the cloud so the City can review. After the City reviews, Transmap will print the official report and supporting maps for delivery.
1i - MicroPAVER Software	Transmap will purchase one individual license from APWA. The license comes with 2 installations.
1j - MicroPAVER Training	Training will be performed on-site at the City. Each participant will receive a training manual (up to 5 City participants).
1k - Project Management	Transmap will supply the City with monthly project status reports along with maps and ArcGIS Online tracking.
1l - ArcGIS Online Viewer	Transmap will create a web link for the City to view images and data on ArcGIS Online. This can be viewed from multiple users but not edited.

Task 4 - Asset Extraction

Task 4a - Point and Linear Assets

The following table represents the point and linear assets that will be extracted on the 273 centerline miles of roads within the project area, using our ON-SIGHT imagery and ground-based LiDAR. The assets will be based on XY coordinates and will be delivered in an Esri geodatabase, XY coordinates will be in State Plane Coordinate System, US survey feet. Standard attribute data will be collected for each asset. Linear assets are measured by a 'Start' and 'Stop' XY coordinate where the actual asset starts and stops.

Asset	Attributes
Point Asset - Storm Drains (Drop/Curb Inlets)	Street name, unique ID, unique ID (street centerline)
Point Asset - ADA Ramp	Street name, unique ID, unique ID (street centerline), truncated dome (yes, no), color
Linear Asset - Sidewalk	Street name, unique ID, unique ID (street centerline), type (concrete, paver, none), width, none

Asset QA/QC

Point and linear assets are collected using photogrammetry and GPS recorded by the mobile mapping vehicle. To ensure spatial accuracy when extracting X,Y coordinates, the raw GPS is processed in cross-reference to a known, static, GPS station. The processing of the GPS assures that ninety percent of the derived horizontal coordinates within 35 feet from the imaging vehicle will fall within 1 meter of the known reference coordinates. Linear objects (sidewalks) are measured as start and end X,Y locations. Through our GIS integration, the lines are then drawn to best match the orientation of the linear object with the City's orthophotography.

Transmap's standard QA/QC process for all asset data begins with a thorough analysis of spatial accuracy. All road names and associated attribute fields are examined for accuracy and completeness. Coded attribute domains ensure data integrity by constraining inputs to values that are valid for that particular field. These domain values are defaulted to Transmap's standard unless instructed otherwise. Linear linework will be spatially corrected to the City orthophotography. During this process, Transmap will make sure that all measured linework (sidewalks, etc.) follow the ON-SIGHT images and the City's orthophotography.

Task 4b - GIS Integration

Transmap will ensure that all collected asset attribute data is formatted in an Esri geodatabase. The attribute data will have the intelligent information that is currently on the City's GIS centerline file (street name, street ID).

Task 4c - Project Management: Assets

Transmap will create project management reports, project milestones, project goals, and keep the City informed on the progress of the project. Transmap will also provide monthly status reports and maps. Most project management will be done remotely except for the kick off meeting. Transmap will utilize the web, email, and voice for most project management tasks. The Project Managers are responsible for the allocation of staff for a timely completion of the project. They will report to the Account Manager and Project Principal on the status of the project.

Deliverables

4a - Point and Linear Assets	All assets will be delivered in an Esri geodatabase.
4b - GIS Integration	All extracted point and linear data will have GIS data from the City centerline file integrated (street name, street ID).
4c - Project Management Assets	Transmap will supply the City with monthly project status reports along with maps and ArcGIS Online tracking.

Conclusion

Transmap is excited to have been selected to provide professional services to the City of Pompano Beach. We are confident that we can provide the tools necessary for the City to make intelligent decisions regarding its pavement and asset life cycles. Transmap helps communities turn data into knowledge. With this knowledge, the City will be able to produce budget scenarios, work orders, maps, and many other management strategies necessary to improve overall efficiency.

Transmap Corporation June 24, 2016

City of Pompano Beach, FL
Pavement Managememt Pricing

1) Pavement Management

Task	Description	Comments	Transmap Units	Transmap Price	Total
1a	ON-SIGHT™ Raw Data Collection Includes LiDAR (units = centerline miles)	Raw roadway data and image capture. 360-degree image view of all roadways (ROW) with dedicated ROW cameras and ground-based LiDAR (100% roadway coverage). Transmap will utilize our Crack Map 3D technology (LCMS) for pavement collection - also driven in both directions	273	$92.99	$25,386.27
1b	Advanced Inspection Processing - Profilometer (units = lump sum)	Transmap uses an ASTM compliant E950 profilometer and will process all rutting and ride collected data.	1	$2,995.00	$2,995.00
1c	Network Setup and Review (units = hours)	Transmap will review the Ciy's centerline file and set up the required network for loading into MicroPAVER. This includes any existing data from the City that needs to be incorporated into the pavement managment system.	10	$99.00	$990.00
1d	Pavement Inspection (units = samples)	Detailed surface distress analysis using Transmap's Pavement 2.0 approach. Transmap uses ASTM D6433 compliant methods - Vehicle automated collection using a combination of lasers, 2D/3D images and field walkout, average pavement width of segment inuded (price includes field verification)	5,053	$5.69	$28,751.57
1e	MicroPAVER Load (units = lump sum)	Formatting pavement sample data and centerline file for mass load into MicroPAVER using scripts	1	$1,000.00	$1,000.00
1f	GIS Integration (units = hours)	Transmap will link all PCI data to the City's centerline file. If any other GIS work is needed to be done, the hours can be purchased.	12	$99.00	$1,188.00
1g	Pavement Management Practices Definition "Boot Camp" (price is per day)	Transmap will meet with the City to review maintenance/rehabilitation activities, analysis procedures, and collect any existing information on roadways (ADT data, construct dates, maintenance dates, etc.)	2	$1,750.00	$3,500.00
1h	Pavement Reporting (units = hours)	Transmap will put together tabular and GIS map data to support traditional/preventative maintenance pavement reporting. Budget scenarios with actual dollar amounts per M&R activity.	44	$125.00	$5,500.00
1i	MicroPAVER Software (units = software)	Transmap will purchase MicroPAVER software for the City. This pricing is based on the City having at least one registered APWA member. This is a download that comes with 2 installations	1	$1,005.00	$1,005.00
1j	On-Site MicroPAVER Training (units = days) Expenses included	Transmap will provide on-site training for up to five City personnel on MicroPAVER 1 training.	2	$2,800.00	$5,600.00
1k	Transmap Project Management Pavement (units = hours)	Estimated minimum hours - If the City needs more hours based on the amount of assistance from Transmap, standard rates apply.	101	$99.00	$9,999.00
1l	ArcGIS Server Web-Based Image Viewer (free access for 6 months after project completion)	Transmap will set up the City to view all collected images in a web hosted environment. PCI results, Sample locations, Distress data, Orthophotography and GIS basemap layer will be posted in ArcGIS Online.	0	$875.00	
				Subtotal	*$85,914.84*

2) Pavement Management Program Alleys

Task	Description	Comments	Transmap Units	Transmap Price	Total
2a	ON-SIGHT™ Raw Data Collection Includes LiDAR (units = centerline miles)	Alleys will be driven in one direction with dedicated pavement system and ground-based LiDAR (100% roadway coverage). Transmap will utilize our 4K Laser Crack Measurement System (LCMS).	10	$92.99	$929.90

Subtotal	*$929.90*
Pavement Subtotal	*$86,844.74*
Discount if contract signed by July 21, 2015	*-$3,295.00*
Pavement Total	$83,549.74

City of Pompano Beach, FL
Asset Extraction

4) Assets

	Description	Comments	Transmap Units	Transmap Price	Total
4a	Requested Assets (units = centerline miles) Rates based on standard attributes	Transmap will extract all storm drains, sidewalks/ADA ramps, and guard rails - At a minimum the standard attributes will include; street name, unique ID, unique ID (street centerline), type, x,y coordinates, etc.	273	$82.00	$22,386.00
	Best and Final Discount (units = centerline miles)		273	$14.00	-$3,822.00
4b	GIS Integration (units = hours)	Transmap will link all asset data to the City's centerline file. If any other GIS work is needed to be done, the hours can be purchased.	16	$99.00	$1,584.00
4c	Transmap Project Management Assets (units = hours)	Estimated minimum hours - If the City needs more hours based on the amount of assistance from Transmap, standard rates apply.	33	$99.00	$3,267.00
				Subtotal	*$23,415.00*

Transmap Corporation May 13, 2015

Pompano Beach, FL
Additional Value

Task	Description	Comments	Transmap Units	Transmap Price	Total
		Optional Assets			
	*Linear Assets (units = centerline miles) Rates based on standard attributes	Transmap will extract the of location ditches, pavement striping, curbs, gutters, guiderails, shoulders, etc on all roads in the project area through our HD images.	273	$35-$125	
	*Point Utility Assets (units = centerline miles) Rates based on standard attributes	Transmap will package all utility assets into a logical extraction pass (drop inlets, curb inlets, manholes, culverts, bridges, light poles, fire hydrants, water valves, etc.)	273	$25-$75	
	*Point Traffic Assets (units = centerline miles) Rates based on standard attributes	Transmap will package all traffic assets into a logical extraction pass (signs and posts, pavement markings, signals and poles, ADA ramps, bridges, sidewalk failure locations, etc.)	273	$45-$110	
		Additional Value			
	Advanced Inspection Processing - 4K LCMS (units = lump sum)	Transmap uses a 4K Laser Crack Measurement System (LCMS) that has a 2D and 3D output for surface cracking. Transmap will deliver 2D and 3D models of surface cracking	1	$11,995.00	$11,995.00
	Additional Transmap Project Management (units = hours)	If the City needs more hours based on the amount of assistance from Transmap, standard rates apply.	1	$99.00	
	Per Asset Pricing (units = per asset)	Transmap can extract any additional assets at a per asset cost	1	$1.79	
	Nighttime MUTCD Sign Collection (units = hours)	Nighttime Assessment (Good, Replace)	1	$99.00	
	GIS Integration (units = hours)	If any other GIS work is needed, the hours can be purchased.	1	$99.00	
	Implementation Services Estimates	JumpStart Configuration and Training for Cityworks Server AMS: cost for professional services and training for the system. Estimate only, final scope of work and cost TBD.		$25,000.00	

* Package rates may vary based on the amount of attribution the City wants. Transmap can extract any ROW feature and package them together to establish a discounted per mile rate. Transmap uses photogrammetry and ground-based LiDAR to extract assets

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank
TRANSMAP CORPORATION

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3366 RIVERSIDE DRIVE, SUITE 103

Requester's name and address (optional)

6 City, state, and ZIP code
UPPER ARLINGTON, OHIO 43221

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
31 - 1414214

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ HOWARD LUKHOS Date ▶ 4/7/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXHIBIT B

CORAL SPRINGS
— EVERYTHING UNDER THE SUN —

April 6, 2015

Mr. Craig Schorling
Transmap Corporation
3366 Riverside Dr., Suite 103
Upper Arlington, OH 43221

REFERENCE: RFP 15-D-005, Comprehensive Pavement Management Program

Dear Mr. Schorling:

Enclosed is a fully executed agreement between the City and your company for Comprehensive Pavement Management Program. This document should be retained for your records. This agreement commences from April 1, 2015 and terminates on March 18, 2017.

If you have any questions, please do not hesitate to contact Purchasing Agent Gail Dixon in this office.

Very truly yours,

Angelo Salomone
Purchasing Administrator

AS:mlm

Encl.

CITY OF CORAL SPRINGS, FLORIDA • FINANCIAL SERVICES DEPARTMENT • PURCHASING DIVISION
9551 W. Sample Road • Coral Springs, FL 33065 • CoralSprings.org
Phone 954-344-1100 • Fax 954-344-1186

COMPREHENSIVE PAVEMENT MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into the 1st day of April, 2015, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9551 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

AND

TRANSMAP CORPORATION
3366 Riverside Drive, Suite 103
Upper Arlington, Ohio 43221
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on September 24, 2014, the CITY issued a Request for Proposal Number 15-D-005 for comprehensive pavement management program services (hereinafter "RFP"); and

WHEREAS, CITY staff has reviewed the proposals and recommends that CONTRACTOR be selected for the services identified in the RFP, incorporated herein by reference; and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

Section 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. PURPOSE

The CITY hereby retains the CONTRACTOR to provide comprehensive pavement management services.

Section 3. SCOPE OF WORK

Subject to the terms and conditions of this Agreement, the CITY hereby retains CONTRACTOR to provide the services detailed in the Scope of Work, attached hereto and incorporated herein as Exhibit "A".

Section 4. RESPONSIBILITIES OF CITY

CITY shall:

A. Provide information, data, decisions and any and all requested materials.

B. Assist CONTRACTOR with the preparation of any and all projects when such relates to CITY's responsibilities.

C. CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

Section 5. COMPENSATION

5.01 CITY agrees to pay to CONTRACTOR the sum of Seventy Five Thousand Five Hundred Fifty Nine and 71/100 Dollars ($75,559.71) for the services designated in the RFP. If additional services are requested, CITY agrees to pay CONTRACTOR the negotiated amount(s), however, such amount(s), when added to the original payment amount, shall not exceed One Hundred Thousand and xx/100 Dollars ($100,000.00).

5.02 All payments for services shall be in accordance with the cost as designated in the Compensation Schedule, attached hereto and incorporated herein as Exhibit "B", and invoiced by CONTRACTOR monthly.

Section 6. TERM OF AGREEMENT

This Agreement will commence upon approval by the City Commission and terminate on March 18, 2017, unless otherwise terminated pursuant to Section 7 of this Agreement.

Section 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the CONTRACTOR, 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 CONTRACTOR must state that the Agreement is being terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, the CITY shall give the CONTRACTOR written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case the CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

Section 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to the CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: The CONTRACTOR agrees to indemnify, defend, save and hold the CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of the CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of the CONTRACTOR under this Agreement or the breach of this Agreement by the CONTRACTOR.

8.02 The CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of the CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 The CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which the CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, the CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

Section 9. **INSURANCE**

9.01 The CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. The CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

(a) Premises and Operations.
(b) Independent Contractors.
(c) Product and Completed Operations Liability.
(d) Broad Form Property Damage.
(e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in section 8 of the Agreement.

9.02 UPON CONTRACT EXECUTION, THE CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be

purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

9.03 These insurance requirements shall not relieve or limit the liability of the CONTRACTOR. The CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect the CONTRACTOR's interests or liabilities but are merely minimum requirements established by the CITY's Risk Management Coordinator. The CITY reserves the right to require any other insurance coverages that the CITY deems necessary depending upon the risk of loss and exposure to liability.

9.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

9.05 The CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million ($1,000,000) Dollars for each category), and the CONTRACTOR shall provide verification thereof to the CITY upon request of the CITY.

9.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

9.07 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the CITY for payment or assessments in any form on any policy of insurance.

9.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the CITY is named as an additional named insured shall not apply to the CITY. The CITY shall provide written notice of occurrence within fifteen (15) working days of the CITY's actual notice of such an event.

9.09 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

9.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and the CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

Section 10. ACCIDENT PREVENTION

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

Section 11. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

Section 12. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. The CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

Section 13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

Section 14. PERMITS, FEES AND LICENSES

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

Section 15. TAXES

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

Section 16. CONFLICT OF INTEREST

16.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the

performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

16.02 CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

16.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

Section 17. WARRANTIES

17.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

17.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

17.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

17.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

17.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

17.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

Section 18. ASSIGNMENT

18.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

18.02 Changes in Staff. The CONTRACTOR will advise the CITY not less than thirty (30) days in advance of any proposed changes in the CONTRACTOR's staff assignment to enable the CITY an opportunity to discuss such proposed changes with the CONTRACTOR.

Section 19. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

Section 20. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

Section 21. RECORDS AND AUDIT

21.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

21.02 CONTRACTOR agrees that it shall keep accurate and complete records with regard to all services as proposed hereunder.

21.03 CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer data and other records related to the services provided under this Agreement. The records will be made available during normal business hours upon twenty-four (24) hours' notice by the CITY.

21.04 CONTRACTOR understands, acknowledges and agrees that the CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the same service being rendered within this Agreement.

(2) 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 within Chapter 119, Florida Statutes, as amended from time to time, or as otherwise provided by law.

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

(4) Meet all requirements for retaining public records and transfer, at no cost, to CITY all public records in possession of CONTRACTOR upon termination of this Agreement. Further, CONTRACTOR shall 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 CITY in a format that is compatible with the then current CITY computer systems.

(5) CONTRACTOR understands, acknowledges and agrees that CITY is required, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, to ensure compliance with this section by enforcing the terms of this Agreement. As a result of the foregoing, any violation of this section shall be a material breach and this Agreement may be terminated by CITY without any penalty.

(6) Prior to termination, CITY shall give written notice to CONTRACTOR that CONTRACTOR is in violation of this section. CONTRACTOR shall have five (5) business days to cure a violation of this section.

(7) Notwithstanding any other provisions in this Agreement to the contrary, CONTRACTOR shall be liable for any and all damages, including but not limited to, consequential and incidental damages that may arise out of breach of this section of the Agreement.

Section 22. CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Section 23. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 24. ATTORNEY'S FEES AND COSTS

24.01 The prevailing party with a judgment subsequent to any claim, objection or dispute arising out of the terms of this Agreement shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

24.02 In the event that the CITY is required to file legal action against CONTRACTOR to collect any amounts due under this Agreement, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

Section 25. GOVERNING LAW; VENUE

25.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

25.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

Section 26. CONSTRUCTION OF AGREEMENT

26.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

26.02 The parties agree that this Agreement was jointly drafted and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

Section 27. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 28. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in the RFP, the terms of this Agreement shall control.

Section 29. NOTICES

29.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY:	Angelo Salomone, Purchasing Administrator City of Coral Springs 9551 West Sample Road Coral Springs, Florida 33065 Tel.: (954) 344-1102 Fax: (954) 344-1186
COPY TO:	Richard Michaud, Director of Public Works City of Coral Springs 9551 West Sample Road Coral Springs, Florida 33065 Tel: (954) 344-1166
CONTRACTOR:	Howard Luxhoj, President Transmap Corporation 3366 Riverside Drive, Suite #103 Upper Arlington, Ohio 43221 Tel: (614) 481-6799

29.02 Each such notice shall be deemed delivered on the date delivered if by hand-delivery or overnight courier; on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and on the date of transmission with confirmed answer back if by facsimile or email.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS AND TRANSMAP CORPORATION have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

DEBRA THOMAS, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

WALTER G. CAMPBELL, JR., Mayor

APPROVED AS TO FORM:

Sherry Whitacre, Deputy City Attorney

CONTRACTOR: TRANSMAP CORPORATION

By:
Title:

Print Name: HOWARD LUXHOJ, PE
Date:

State of Ohio
County of Franklin

On this, the 13th day of March, 2015, before me, the undersigned Notary Public of the State of Ohio, the foregoing instrument was acknowledged by Howard Luxhoj, PE (name) President and CEO (title) of Transmap Corporation (corporation), a Ohio (state) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of Ohio

NOTARIAL SEAL
STATE OF OHIO

Colleen Collins
Notary Public, State of Ohio
My Commission Expires 09-29-2018

Colleen Collins
Printed, typed or stamped name of Notary Public exactly as commissioned

Personally known to me, or
Produced identification:

(type of identification produced)

Doc. 129540

TRANS-4 OP ID: KP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/16/2015

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
Andres, O'Neil & Lowe- Bryan
227 North Lynn Street
Bryan, OH 43506
Russ Davies, CPIA

CONTACT NAME: Russ Davies, CPIA
PHONE (A/C, No, Ext): 419-636-5050 FAX (A/C, No): 419-636-0132
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Landmark American Ins Co	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TRANSMAP Corporation
TRANSMAP Engineering LLC
3366 Riverside Dr Ste 103
Upper Arlington, OH 43221-1734

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	ENP0008067	02/03/2013	02/03/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
A	X Emp Liab						MED EXP (Any one person)	$ 10,000
	1M/1M						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
A	X ANY AUTO			ENP0008067	02/03/2013	02/03/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
A	EXCESS LIAB CLAIMS-MADE			ENP0008067	02/03/2013	02/03/2016	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A		ENP0008067 EMPLOYERS LIABILITY	02/03/2013	02/03/2016	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liab			LHR747768	10/31/2014	10/31/2015	Occur	1,000,000
							Agg	2,000,000

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

City of Coral Springs, Florida is named as additional insured in respects to the General Liability, per form GA233 and is on a primary and non-contributory basis with Waiver of Subrgation.

CERTIFICATE HOLDER

CITCOR1

City of Coral Springs, Florida
A Municipal Corporation
9551 West Sample Road
Coral Springs, FL 33065

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

Barrie A. Patton

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The ACORD name and logo are registered marks of ACORD

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
TRANSMAP CORPORATION

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
3366 RIVERSIDE DRIVE, SUITE 103

Requester's name and address (optional)

City, state, and ZIP code
UPPER ARLINGTON, OHIO 43221

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
3 1 - 1 4 1 4 2 1 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ HOWARD LUKHUT Date ▶ NOVEMBER 20, 2014

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Transmap Corporation

May 6, 2015

Coral Springs, FL
Best and Final Pavement

1) Pavement Management Program Roads

Task	Description	Comments	Transmap Units	Transmap Price	Total
1a	ON-SIGHT™ Raw Data Collection Includes LIDAR (units = centerline miles)	Raw roadway data and image capture. 360-degree image view of all roadways (ROW) with dedicated ROW cameras and ground-based LIDAR (100% roadway coverage). Transmap will utilize our Crack Map 3D technology (LCMS) for pavement collection - also driven in both directions	223	$92.99	$20,736.77
1b	Advanced Inspection Processing - Profilometer (units = lump sum)	Transmap uses an ASTM compliant E950 profilometer and will process all rutting and ride collected data.	1	$2,995.00	$2,995.00
1c	Network Setup and Review (units = hours)	Transmap will review the City's centerline file and set up the required network for loading into MicroPAVER. This includes any existing data from the County that needs to be incorporated into the pavement managment system.	10	$99.00	$990.00
1d	Pavement Inspection (units = samples)	Detailed surface distress analysis using Transmap's Pavement 2.0 approach. Transmap uses ASTM D6433 compliant methods - Vehicle automated collection using a combination of lasers, 2D/3D images and field walkout, average pavement width of segment inuded (price includes field verification)	3,130	$5.69	$17,809.70
1e	MicroPAVER Load (units = lump sum)	Formatting pavement sample data and centerline file for mass load into MicroPAVER using scripts	1	$1,000.00	$1,000.00
1f	GIS Integration (units = hours)	Transmap will link all PCI data to the City's centerline file. If any other GIS work is needed to be done, the hours can be purchased.	12	$99.00	$1,188.00
1g	Pavement Management Practices Definition "Boot Camp" (price is per day)	Transmap will meet with the City to review maintenance/rehabilitation activities, analysis procedures, and collect any existing information on roadways (ADT data, construct dates, maintenance dates, etc.)	2	$1,750.00	$3,500.00
1h	Pavement Reporting (units = hours)	Transmap will put together tabular and GIS map data to support traditional/preventative maintenance pavement reporting. Budget scenarios with actual dollar amounts per M&R activity.	44	$125.00	$5,500.00
1i	MicroPAVER Software (units = software)	Transmap will purchase MicroPAVER software for the City. This pricing is based on the City having at least one registered APWA member. This is a download that comes with 2 installations	1	$1,005.00	$1,005.00
1j	On-Site MicroPAVER Training (units = days) Expenses included	Transmap will provide on-site training for up to five City personnel on MicroPAVER 1 training.	2	$2,800.00	$5,600.00
1k	Transmap Project Management Pavement (units = hours)	Estimated minimum hours - If the City needs more hours based on the amount of assistance from Transmap, standard rates apply.	31	$99.00	$3,069.00
1l	ArcGIS Server Web-Based Image Viewer (free access for 6 months after project completion)	Transmap will set up the City to view all collected images in a web hosted environment. PCI results, Sample locations, Distress data, Orthophotography and GIS basemap layer will be posted in ArcGIS Online.	0	$875.00	
				Subtotal	*$63,393.47*

2) Pavement Management Program Alleys

Task	Description	Comments	Transmap Units	Transmap Price	Total
2a	ON-SIGHT™ Raw Data Collection Includes LIDAR (units = centerline miles)	Alleys will be driven in one direction with dedicated pavement system and ground-based LIDAR (100% roadway coverage). Transmap will utilize our 4K Laser Crack Measurement System (LCMS).	6	$92.99	$557.94
				Subtotal	*$557.94*
				Pavement Subtotal	*$63,951.41*
				Best and Final Discount 5%	*-$2,857.99*
				Total Pavement Project	***$61,093.42***

*Discount of $2,857.99 applied

Transmap Corporation

February 20, 2015

Coral Springs, FL

Best and Final Assets Including County Sidewalks

4) Assets Including County Sidewalks

4a	Description	Comments	Transmap Units	Transmap Price	Total
4a	Requested Assets (units = centerline miles) Rates based on standard attributes	Transmap will extract all storm drains, sidewalks/ADA ramps, traffic signs and guard rails - At a minimum the standard attributes will include; street name, unique ID, unique ID (street centerline), type, x,y coordinates, etc.	237	$92.00	$21,804.00
	Best and Final Discount (units = centerline miles)		237	$14.00	-$3,318.00
4b	GIS Integration (units = hours)	Transmap will link all asset data to the City's centerline file. If any other GIS work is needed to be done, the hours can be purchased.	16	$99.00	$1,584.00
4c	Transmap Project Management Assets (units = hours)	Estimated minimum hours - If the City needs more hours based on the amount of assistance from Transmap, standard rates apply.	12	$99.00	$1,188.00
				Subtotal	*$21,258.00*

*Discount of $3,318.00 applied

Additional Asset/Pavement Options **Coral Springs, FL**

Task	Description	Comments	Transmap Units	Transmap Price	Total
		Optional Assets			
	*Linear Assets (units = centerline miles) Rates based on standard attributes	Transmap will extract the of location ditches, pavement striping, curbs, gutters, guiderails, shoulders, etc on all roads in the project area through our HD images.	230	$35-$125	
	*Point Utility Assets (units = centerline miles) Rates based on standard attributes	Transmap will package all utility assets into a logical extraction pass (drop inlets, curb inlets, manholes, culverts, bridges, light poles, fire hydrants, water valves, etc.)	230	$25-$75	
	*Point Traffic Assets (units = centerline miles) Rates based on standard attributes	Transmap will package all traffic assets into a logical extraction pass (signs and posts, pavement markings, signals and poles, ADA ramps, bridges, sidewalk failure locations, etc.)	230	$45-$110	
		Additional Value			
	Advanced Inspection Processing - 4K LCMS (units = lump sum)	Transmap uses a 4K Laser Crack Measurement System (LCMS) that has a 2D and 3D output for surface cracking. Transmap will deliver 2D and 3D models of surface cracking	1	$11,995.00	$11,995.00
	Additional Transmap Project Management (units = hours)	If the City needs more hours based on the amount of assistance from Transmap, standard rates apply.	1	$99.00	
	Per Asset Pricing (units = per asset)	Transmap can extract any additional assets at a per asset cost	1	$1.79	
	Nighttime MUTCD Sign Collection (units = hours)	Nighttime Assessment (Good, Replace)	1	$99.00	
	GIS Integration (units = hours)	If any other GIS work is needed, the hours can be purchased.	1	$99.00	
	Implementation Services Estimates	JumpStart Configuration and Training for Cityworks Server AMS: cost for professional services and training for the system. Estimate only, final scope of work and cost TBD.		$25,000.00	

* Package rates may vary based on the amount of attribution the City wants. Transmap can extract any ROW feature and package them together to establish a

PROPOSERS
RFP 15-D-005
COMPREHENSIVE PAVEMENT MANAGEMENT PROGRAM

Data Transfer Solutions, LLC
3680 Avalon Park Blvd. E, Suite 200
Orlando, FL 32828
Contact: Allen Ibaugh
Phone: 407 382-5222
Fax: 407 382-5420
Email: aibaugh@dtsgis.com

Enterprise Information Solutions, Inc.
9002 Red Branch Rd.
Columbia, MD 21045
Contact: Andy Shaw
Phone: 410 884-7888
Fax: 410 884-7788
Email: sales@enterinfo.com

IMS Infrastructure Management Services, LLC
1775 Winnetka Circle
Rolling Meadows, IL 60008
Contact: Donald Hardt
Phone: 847 506-1500
Fax: 847 255-2938
Email: dhardt@ims-rst.com

Stantec Consulting Service, Inc.
21301 Powerline Road, Suite 311
Boca Raton, FL 33433
Phone: 561 487-3379
Fax: 561 487-3466
Email: jeff.crews@stantec.com

Transmap Corporation
3001 N. Rocky Point Dr. E, Suite 200
Tampa, FL 33607
Contact: Howard Luxhoj, PE
Phone: 614 886-4100
Fax: 614 481-4017
Email: hluxhoj@transmap.com

CORAL SPRINGS
— EVERYTHING UNDER THE SUN —

DATE: SEPTEMBER 24, 2014 RFP NO. 15-D-005

REQUEST FOR PROPOSALS

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Proposals at the office of the Purchasing Administrator, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, for furnishing the services described below:

COMPREHENSIVE PAVEMENT MANAGEMENT PROGRAM

Sealed Proposals must be received and time stamped in by the Purchasing Administrator, either by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, October 29, 2014. A public opening will take place at or before 2:15 p.m. in the City Commission Chambers located at City Hall on the same date. Any Proposals received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Offeror.

Proposals are subject to the attached Standard Terms and Conditions contained in the Instructions to Offerors.

CITY reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more offeror's, or take any other such actions that may be deemed to be in the best interests of the CITY.

Gail Dixon
Purchasing Agent II
(954) 344-1104

I. STATEMENT OF THE WORK

Scope of Work:

The City of Coral Springs is requesting proposals from qualified, interested firms to conduct a Pavement Condition Survey and to develop a Pavement Management Program through provision of Pavement Management System (PMS) software. The 2014 PMS update will include a comprehensive survey and inventory of approximately 224 center line miles of City owned streets and roadway system and 6 miles of alleys. Services being requested include the preparation of reports to assist the City in maintaining and rehabilitating said streets and alleys. The City's current pavement management software, last implemented in 2003, is PavePRO Manager.

Attached please see Exhibit "A" which shows the resurfacing program (one inch asphalt overlay) undertaken by the City during the last ten years.

The interval of testing at the network level will be on a block-by-block basis. It is expected that the Contractor will conduct a surface condition survey using laser road surface testing technology or its approved equal, and the Contractor shall link block to block test sections for use in GIS. The Contractor shall conduct single direction testing on two lane streets and shall conduct two-direction testing on divided streets, arterials, and collectors. Surface condition survey shall be conducted continuously over the entire length of the test section and not be based on sample sections. The actual investigation should include the following:

1. A proposed schedule of work and the services to be provided by the Proposer.

2. An environmental survey that considers the effects of climatic conditions, site conditions, drainage, and other factors affecting pavement performance.

3. A continuous and objective automated surface condition survey that includes a crack survey, macro texture survey, rut depth measurement and roughness survey. Collected data shall be stored in an onboard computer for direct transfer into the pavement management software program. Equipment used shall provide a high degree of repeatability. Documentation of the accuracy and repeatability may be required.

4. Collection of dynamic deflection data using a Dynaflect technology. Deflection data should be analyzed via a multi-sensor approach so as to indicate overall condition, the condition of the base course and subgrade individually, plus the interaction between these two sections.

5. Analyze traffic data provided by the City in such a way that the pavement life expectancies can be determined.

6. Develop a fully integrated pavement management software program to operate on the City's Windows based network computer that includes the following pavement evaluation output:

    1. Pavement inventory

2. Pavement condition
3. Pavement improvement strategies
4. Cost benefit analysis
5. Priority listing

The pavement management software program should use the above data to develop twenty-year recommendations indicating the rehabilitation strategy, year of implementation, cost, and improved serviceability.

7. Provide road asset management system, to include such items as sidewalks or bike paths, curbs, gutters and other details. This shall be priced separately as the City retains the right to use this as an option feature.

8. Provide the City with the necessary training to operate the installed pavement management software program.

9. Make a presentation of the results of the pavement management program to designated City personnel if requested.

II. PROGRAM REQUIREMENTS

1. Perform an inventory and pavement condition rating survey of City owned streets and alleys within 120 days of Notice to Proceed. The street condition survey (laser based or similar technology) information to be collected shall at minimum include; surface type, surface condition, surface distress, roughness, ride quality, texture, and drainage properties. The work shall also include a current digital image of all City owned streets and roadways surveyed (standard rule of thumb is one photograph per residential street and approximately one photograph per mile for each City owned collector and arterial street. Single direction testing will be performed on two lane roads; two direction testing on divided streets and arterials and collectors with four or more lanes of traffic.

2. A pavement condition report, which identifies the present condition of the pavement and the projected future performance for the next twenty years. It shall identify the condition of the base and subgrade and identify the existing and potential causes of pavement failure. The overall pavement condition report shall fully integrate and incorporate into its analysis all of the following elements: (a) surface condition, (b) deflection information, (c) environmental information, and (d) traffic.

3. A pavement improvement report indicating the rehabilitation strategies necessary to achieve the desired level of serviceability. Rehabilitation strategies shall not be limited to only overlays. The report shall make provision for simultaneously analyzing the effectiveness of not less than nine strategies and shall have the capability of including recycling alternatives, and surface and base reconstruction.

4. A priority listing indicating the pavements in order of best-to-worst pavement condition. In addition, a priority listing combining both pavement condition and traffic to establish user-benefit.

5. The pavement distresses to be inspected will include but are not limited to: alligator cracking, bleeding, block cracking, bumps and sags, corrugation, depression, edge cracking, joint reflection cracking, lane/shoulder drop off, longitudinal and transverse cracking, patching and utility cuts, potholes, rutting, weathering and raveling.

6. Prior to and during data collection, the Consultant and key personnel shall take preventative measures to minimize any risk to its employees and the general public in performing this project. The firm shall provide its field crews with appropriate safety equipment including but not limited to reflective safety vests during surveys, and if necessary providing traffic control at consultant's expense.

7. Develop a formal data collection Quality Management Plan (QMP). The QMP shall address data quality control for data collection as well as quality acceptance by City staff.

8. Using the relevant information and data collection, the Consultant is expected to prepare all project documentation, including but not limited to the following reports:

9. The pavement management program shall be compatible with and capable of processing information gathered through both automated and manual methods. It must integrate with ESRI Arc GIS (10.1) and/or Export to ESRI shape file.

10. A pavement management software program shall be designed to generate graphics such as pie charts, bar charts and graphs from pavement management data. It shall be designed to display both individual pavement evaluation data as well as summary data.

11. The pavement management software program shall be designed to allow the user to compile and store construction related information and retrieve this information as selected by the user. It shall also be designed to allow the user to input the actual implementation of maintenance strategies, which will update the pavement management program and project the performance prior to retesting.

12. Provide the City with complete hands-on software and pavement inventory and condition assessment training so that City personnel may operate the system independently after implementation of the Pavement Management System. Facilitate up to three (3) training sessions (up to 4 hours per session) with City staff.

13. Pavement Management System (PMS) shall be incorporated as a "user-friendly" system. Consultant should work with the City to identify and procure system requirements needed to utilize this PMS software.

14. Provide a PMS capable of creating graphs and charts that will show the budgetary effects of postponing or cancelling scheduled maintenance.

15. Provide the City with recommended tools to become proficient at performing the required support of the PMS program in the future.

16. The PMS shall have the capability for City personnel to easily update the system when new data is gathered and new streets added.

19. The PMS shall allow expansion capabilities to include integration with future Geographic Information System (GIS) modules.

20. Provide the City a software warranty and post-implementation support in an Annual Maintenance Agreement.

Optional Tasks

Consultant should address the following optional tasks in the proposal. The City may include these tasks at its discretion.

Provide fully functioning expandable GIS software with itemized costs to survey and condition assessment on City owned parking lots (approximately 35), sidewalks and asphalt paths (approximately 95 miles), as well as curb and valley gutters. In addition, inventory the assets in public right of way including the number of traffic and street name signs (not signals), swale trees, medians, guardrails (120 locations), manholes (approximately, 3100) , valves (approximately, 2600) , hydrants (approximately, 1000), curb and valley gutters, storm drains (approximately, 6200), etc. Note manholes, valves, and hydrants would be limited to the City's water district, consisting of 11.5 sq. miles.

The Consultant and key personnel shall gather data of road surfaces to calculate the Roughness Index, and measure the pavement cross slope, curvature, cracks, longitudinal gradient, and rutting. Provide overall "scorecard" ranking neighborhoods in terms of greatest need for road rehabilitation.

Attend public meetings as requested by City Staff. Selected consultants will be expected to manage assigned projects, carefully control costs and resources, and complete assigned work on schedule. The consultant shall assign a project manager who will act as the City's primary contact and will be entirely responsible for the consultant's work (including sub consultant work if applicable). To insure the project remains on track, the following project management activities will be expected:

Progress reports – the consultant shall provide progress reports to the City's project manager at proposed regular intervals which shall include the following information:

- Status of work completed to date.
- Work anticipated to be completed in the next reporting period.
- Problems/Obstacles identified during the reporting period.
- Outstanding issues (items would remain on this list until resolved).

- Executive Summary

- System Report with the following: road name list, neighborhood list (see Exhibit C), block list, segment list, street condition report, and ranking of neighborhoods based on overall condition in $1 million dollar budget increments. The City prefers to implement its road rehabilitation program on a neighborhood by neighborhood basis.

- Various planning and maintenance reports identifying the following: recommended treatment (routine maintenance, overlay, reconstruction, etc.) for each segment of street

and roadway. Using the treatment recommendation and current market material and labor costs, Consultant shall generate estimated costs for the maintenance and rehabilitation of the City streets/roadway system. Address the immediate and future effects of pavement management decisions. Utilizing survey information, City criteria, and projected budget, preparation of a ten-year work plan for the maintenance and rehabilitation of the City streets/roadway system.

III. PROPOSAL REQUIREMENTS

To facilitate the review and evaluation of the proposals, all proposals shall provide the following information:

A. Statement of Qualifications and Experience

Include a brief resume of your firm's background and expertise in the area of pavement evaluation and management programs. The resume shall also include names, special qualifications, and work assignments of your project staff; include any references to former clients for whom similar work has been performed.

B. Scope of Services

Describe in detail your perception of the work required, including refinements of the description and tasks outlined herein which you think are appropriate. Describe how your personnel, equipment and services will be utilized and estimate their time involved in various activities.

C. Time Schedule

Provide a detailed time schedule for all project activities. Include expected need for City provided services if required.

D. Information and Services to be Provided by the City

Prepare and submit a detailed listing of all information and services to be provided by the City. If City personnel are expected to participate in any portion of the field or office data collection, the proposal shall contain an estimate of the number of manhours of City personnel time that will be required to complete the task.

E. Compensation

The proposal should include the estimated cost per lane block or other measurable unit) for the work to be performed and a maximum cost which is anticipated for the entire project. The final cost and or unit prices for the services will be negotiated with the selected consultant.

F. Addenda, Additional Information

Any addenda or answers to written questions supplied by the City to Participating Offeror's become part of this Request for Proposal and the resulting contract. The Proposal form shall be signed by an authorized company representative, dated and returned with the Proposal.

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

1. Scope of Services Proposed

Clearly describe the scope of services proposed inclusive. Include details of your approach and work plans. A brief statement must be included which explains why your approach and plan would be the most effective and beneficial to the City of Coral Springs.

2. Firm Qualifications

This section of the proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area of Comprehensive Pavement Management will be brought to bear on the proposed work.

This section must also identify the contact person supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, etc., that will be required.

3. References

Provide a list and description of similar projects satisfactorily performed within the past two (2) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.

4. Price Proposal

Submit your signed, firm, fixed fee performance-based price proposal for providing all services, materials, etc., required for completion of services in accordance with your technical proposal.

5. Proposal Copies

Submission of one (1) original, five (5) copies and one (1) electronic copy (CD or thumb drive) of the proposal should be submitted to the City of Coral Springs, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, to the attention of Gail Dixon, Purchasing Agent II.

6. Addenda, Additional Information – Contact with City Staff

Any addenda or answers to written questions supplied by the City to participating Offeror's become part of this Request for Proposal and the resulting contract. This proposal form shall be signed by an authorized company representative, dated and returned with the proposal.

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

IV. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

Proposals will be evaluated in accordance with weighted criteria listed below:

	POINT RANGE
Scope of Services Proposed	40
Firm Qualifications	20
References	10
Price	30

These weighted criteria are provided to assist the Offerors in the allocation of their time and efforts during the submission process. The criteria also guides the Evaluation Committee during the short-listing and final ranking of Offerors by establishing a general frame work for those deliberations.

Short listed proposals will be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Offerors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

The successful Offeror shall be required to execute a City contract covering the scope of services to be provided and setting fourth the duties, rights and responsibilities of the parties. This

contract must be executed by the successful Offeror prior to recommendation of award and presentation to the City Commission.

V. SCHEDULE OF EVENTS

The schedule of events, relative to the procurement shall be as follows:

	Event	Date (on or by)
1.	Issuance of Request for Proposals	09/24/14
2.	Opening of Proposals	10/29/14
3.	Proposal Evaluations	10/30/14-11/12/14
4.	Contract Negotiations	11/13/14-11/27/14
5.	Award of Contract	12/17/14

CITY reserves the right to delay scheduled dates.

VI. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

1. Samples of the following documents (except the Certificate of Insurance), are attached and shall be executed as a condition to this offer:

   (a) Proposal and Offeror's Certification
   (b) Certified Resolution
   (c) Qualifications Statement
   (d) Non-Collusive Affidavit
   (e) Offeror's Foreign (Non-Florida) Corporate Statement
   (f) References
   (g) Certificate(s) of Insurance if required by the Special Conditions to the Instructions to Offerors.

VII. AWARD OF CONTRACT

The contract or contracts shall be awarded to the responsible Offeror(s) whose Proposal(s) is/are determined to be the most advantageous to CITY, taking into consideration the evaluation factors and criteria set forth in the Request for Proposals.

Be advised that the CITY is prepared to award individual contracts for each service or multiple services or any other combination of services as CITY deems in its best interests.

VIII. INSURANCE

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

RFP NO.: 15-D-005
COMPREHENSIVE PAVEMENT MANAGEMENT PROGRAM

INSTRUCTIONS TO OFFERORS
STANDARD TERMS AND CONDITIONS

1. DEFINED TERMS

1.1 Terms used in these Instructions to Offerors are defined and have the meaning assigned to them. The term "Offeror" means one who submits a Proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Coral Springs, a municipal corporation of the State of Florida. The term "Proposal Documents" includes the Request for Proposals, Instructions to Offerors, Proposal, Qualifications Statement, Non-Collusive Affidavit, Corporate Resolution or Letter of Transmittal, Proposal Security and Specifications, if any, and the proposed Contract Documents, if any, (including all Addenda issued prior to receipt of Proposals). The term "CONTRACTOR" shall mean the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

2. SPECIAL CONDITIONS

2.1 Any and all Special Conditions that may vary from the General Conditions shall have precedence.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1 Before submitting a Proposal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the Proposal Documents; and (c) notify the Purchasing Administrator of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

3.2 The Offeror, by and through the submission of a Proposal, agrees that he shall be held responsible for having familiarized himself with the nature and extent of the work and any local conditions that may affect the work to be done and the equipment, materials, parts and labor required.

4. SPECIFICATIONS

4.1 The apparent silence of the Specifications as to any detail, or the apparent omission

from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

4.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.

4.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Offeror may offer any brand that meets or exceeds the specifications for any item(s). If a Proposal is based on equivalent products, indicate on the Proposal the manufacturer's name and catalog number. Offeror shall submit with his Proposal complete, descriptive literature and/or specifications. The Offeror should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the CITY. If Offeror fails to name a substitute, it will be assumed that he is bidding on and he will be required to furnish goods identical to Proposal standards.

5. INTERPRETATIONS AND ADDENDA

5.1 If the Offeror should be in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, he shall submit a written request directed to the Purchasing Administrator for interpretation or clarification. Such request must reference the date of Proposal opening and Proposal number and should be received by the Purchasing Administrator at least ten (10) calendar days before the date of the formal opening of the Proposals. Questions received less than ten (10) calendar days prior to the Proposal opening shall not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda and shall be mailed to all parties recorded by CITY'S Purchasing Administrator as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

6. PRICES PROPOSED

6.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals,

unit amounts shall govern.

6.2 All prices and costs for equipment shall remain firm and fixed for acceptance for ninety (90) calendar days after the day of the Proposal opening.

6.3 The Proposal Price shall include all permit fees, royalties, license fees and other costs arising from the use by such design, equipment and/or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the City of Coral Springs.

7. NON-COLLUSIVE AFFIDAVIT

7.1 Each Offeror shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. CITY considers the failure of the Offeror to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

8. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

8.1 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

9. CONFLICT OF INTEREST

9.1 The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

10. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

10.1 The following is a summary of documents, which are to be submitted by the Offerors:

(a) Proposal and Offeror's Certification
(b) Certified Resolution
(c) Qualifications Statement
(d) Non-Collusive Affidavit
(e) Offeror's Foreign (Non-Florida) Corporate Statement
(f) References
(g) Certificate(s) of Insurance if required by the Special Conditions to the Instructions to Offerors.

11. SUBMISSION OF PROPOSALS

11.1 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror must be initialed.

11.2 Proposals must contain a manual signature of the authorized representative of the Offeror. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.

11.3 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

11.4 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5 Proposals shall be submitted at or before the time and at the place indicated in the Request for Proposals and shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope shall be clearly marked on the exterior "PROPOSAL FOR **COMPREHENSIVE PAVEMENT MANAGEMENT PROGRAM** THE CITY OF CORAL SPRINGS, FLORIDA," and shall state the name and address of the Offeror and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Office for the premature opening of a Proposal not properly addressed and identified.

11.6 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the Request for Proposal and the responses thereto are in the public domain. However, the Offerors are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

11.7 All Proposals received from Offerors in response to the Request for Proposal will become the property of CITY and will not be returned to the Offerors. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY.

12. MODIFICATION AND WITHDRAWAL OF PROPOSALS

12.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

12.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Offeror may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

13. REJECTION OF PROPOSALS

13.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

13.2 CITY reserves the right to reject the Proposal of any Offeror if CITY believes that it would not be in the best interest of the CITY to make an award to that Offeror, whether because the Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

14. AWARD OF CONTRACT

14.1 The Contract should be awarded by CITY's Commission to the most responsible and responsive Offeror(s) for the Proposal(s) whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY and not necessarily to the lowest Offeror.

14.2 The Offeror to whom award is made shall execute a written contract prior to Notice of Award. If the Offeror to whom the first award is made fails to enter into a contract as herein provided, the award may be annulled and the contract left to another Offeror who is responsible and responsive in the opinion of CITY. Such Offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

SPECIAL CONDITIONS TO INSTRUCTIONS TO OFFERORS

15. QUALIFICATIONS OF OFFERORS

15.1 Each Offeror should complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required thereunder with the Proposal may constitute grounds for rejection of the Proposal.

15.2 As a part of the proposal evaluation process, City may conduct a background investigation, including a record check by the Coral Springs Police Department of offeror. Offeror's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.

15.3 No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed irresponsible for unreliable by CITY.

16. ENVIRONMENTAL REGULATIONS

16.1 City reserves the right to consider Offeror's history of citations and/or violations of environmental regulations in determining an Offeror's responsibility, and further reserves the right to declare an Offeror not responsible if the history of violations warrant such determination. Offeror shall submit with the Proposal a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Offeror that there are no citations or violations. Offeror shall notify City immediately of notices of any citation or violation, which Offeror may receive after

the Proposal opening date and during the time of performance of any contract awarded to offerors.

17. INSURANCE

17.1 Offeror shall submit a certificate(s) of insurance evidencing the required insurance together with the Proposal. Failure to do so may cause rejection of the Proposal.

17.2 Prior to Award and in any event prior to commencing work, the Successful Offeror shall provide CITY with certified copies of all insurance policies providing coverage as required by these Special Conditions.

17.3 The Successful Offeror shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(a) Professional Liability Insurance in an amount not less than $1,000,000 .

(b) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Offeror engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Offeror shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(c) Comprehensive General Liability Insurance with the following minimum limits of liability:

$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(1) Premises and Operations;
(2) Independent Contractors;
(3) Products and Completed Operations;
(4) Broad Form Property Damage;
(5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;

(6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

(d) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Offeror in the performance of the work with the following minimum limits of liability:

$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

17.4 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

17.5 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

17.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.

17.7 The Successful Offeror shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

17.8 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY'S actual notice of such an event.

17.9 The Successful Offeror shall not commence work under the Contract until after he

has obtained all of the minimum insurance herein described.

17.10 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of CITY.

17.11 Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Offeror shall thereupon cease and terminate.

18. INDEMNIFICATION

18.1 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Offeror shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Offeror or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

18.2 PATENT AND COPYRIGHT INDEMNIFICATION: Successful Offeror agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

18.3 The Successful Offeror shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

18.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Offeror under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

19. RISK OF LOSS

19.1 The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be carried by Successful Offeror until the delivery and installation of the equipment to

CITY's premises, and inspection and acceptance of the equipment by CITY. Title to equipment shall pass to CITY upon acceptance by CITY.

20. CONTRACT TIME

20.1 The number of days within which the work is to be completed or goods are to be provided is to be determined consecutive calendar days from the date of the commencement of the Contract time.

20.2 By virtue of the submission of his Proposal, Offeror agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Offeror agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

21 WARRANTIES

21.1 Warranty of Performance: The Successful Offeror warrants that the goods shall meet the following performance requirements:

21.2 Successful Offeror warrants to CITY that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.

21.3 Successful Offeror warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

21.4 Successful Offeror warrants to CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

21.5 All warranties made by Successful Offeror together with service warranties and guaranties shall run to CITY and the successors and assigns of CITY.

22. NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

22.1 During the performance of the Contract, the Successful Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Successful Offeror will take affirmative action to ensure

that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Offeror(s) shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

23. TAXES

23.1 Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

24. PERMITS, FEES AND NOTICES

24.1 Successful Offeror shall secure all permits and fees, licenses and charges necessary for the proper execution and completion of the work. The costs of all permits, fees, licenses and charges shall be included in the price Proposal except where expressly noted in the specifications requirement.

24.2 Successful Offeror shall use his best efforts to obtain all the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the Purchasing Administrator without delay.

25. TERMINATION FOR CAUSE AND DEFAULT

25.1 In the event Successful Offeror shall default in any of the terms, obligations, restrictions or conditions in any of the Proposal documents, CITY shall give written notice by certified mail, return receipt requested to Successful Offeror of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event Successful Offeror has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case Successful Offeror shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

26. TERMINATION FOR CONVENIENCE OF CITY

26.1 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to Successful Offeror, CITY may without cause and without prejudice to

any other right or remedy, terminate the agreement for CITY's convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to Successful Offeror must state that the Contract is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, Successful Offeror shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors 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.

27. AUDIT RIGHTS

27.1 City reserves the right to audit the records of Successful Offeror at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by City. If required by City, Successful Offeror shall agree to submit to an audit by an independent certified public accountant selected by City. Successful Offeror shall allow City to inspect, examine and review the records of Successful Offeror at any and all times during normal business hours durin the term of the contract.

28. ASSIGNMENT

28.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

28.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

29. GOVERNING LAWS: This RFP/Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws thereof.

30. VENUE: Any litigation arising out of this RFP/Agreement shall be brought in the Seventeenth Judicial Circuit for Broward County, Florida.

31. ADDENDUM

31.1 An addendum, if needed, will be issued prior to the opening of bids. The intent of these addenda is to clarify, correct or change the scope of work and/or bidding documents. If a Offeror is on record with the Purchasing Division as having received the bid package, any addendums will be provided to the Offeror.

31.2 If a Offeror downloads the bid documents from the City website, the Purchasing Division must be notified of that download and the prospective Offeror's interest in submitting a bid on the project. If the City is not notified, the City will not be able to assure that any addenda issued after the bid is downloaded by the prospective Offeror is provided to the prospective Offeror. It is the responsibility of the Offeror to view the website to determine if any addenda have been issued, or to contact the Purchasing Division to determine if any addenda has been issued. In some cases, where the addendum has a direct effect on the scope of work or a change in the cost of the project, the omission of the signed addendum being returned with the bid submittal may cause the bid to be considered as non-responsive.

PROPOSAL FORM FOR COMPREHENXIVE PAVEMENT MANAGEMENT PROGRAM
REQUEST FOR PROPOSAL NO. 15-D-005

SUBMITTED TO: **City of Coral Springs**
9551 West Sample Road
Coral Springs, Florida 33065

1. The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the other terms and conditions of the Proposal and Contract Documents.

2. Offeror accepts and hereby incorporates by reference in this Proposal Form all of the terms and conditions of the Request for Proposal and Instructions to Offerors.

3. The Offeror has become fully informed concerning the local conditions, and nature and extent of work, and has examined all Contract Documents.

4. Offeror has given the Purchasing Agent written notice of all conflicts, errors or discrepancies that it has discovered in the Contract and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Offeror.

5. Offeror proposes to furnish all labor, services, and supervision for the work describes as follows:

COMPREHENXIVE PAVEMENT MANAGEMENT PROGRAM

6. Offeror will complete the work as described in the RFP for the following price:

   $_____

7. Offeror agrees that the work will be completed and ready for final payment within _( ) calendar days from the date of Contract Commencement as specified in the Notice to Proceed.

8. ***The undersigned Offeror will extend the same prices, terms and conditions to other government agencies located in the State of Florida during the period covered by this contract and any extensions, if required.*** _____ *Yes* _____ *No*

9. Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Request for Proposal:

   Addendum No._____ Date_____

Addendum No._____ Date_____
Addendum No._____ Date_____

10. Offeror accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

11. The following documents are attached to and made as a condition to this Proposal:

    (a) Proposal and Offeror's Certification
    (b) Certified Resolution
    (c) Qualifications Statement
    (d) Non-Collusive Affidavit
    (e) Offeror's Foreign (Non-Florida) Corporate Statement
    (f) Proposal Security if required by the Special Conditions to the Instruction to Offerors.
    (g) References

12. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

13. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.

14. The correct legal name of Offeror is:_____
    Address:_____
    City/State/Zip:_____
    Telephone No.:_____ Fax No.:_____
    Email Address.:_____
    Social Security No. or Federal I.D. No.:_____

15. Communications concerning this Proposal shall be addressed to
    _____ at the following address:
    _____
    Telephone No.:_____ Fax No.:_____
    Email Address:_____
    Submitted on _____, 201__.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

By: _____
Signature of Individual

_____
Witness

_____
Printed Name of Individual

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 201__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201_.

_____
Printed Name of Firm

By: _____
Signature of Owner

_____
Witness

_____
Printed Name of Individual

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 201__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of_____, 201__.

_____
Printed Name of Partnership

By:_____
Signature of General or Managing Partner

_____
Witness

_____
Printed Name of partner

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

_____
State of Registration

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 201__, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

_____
Printed Name of Corporation

_____
Printed State of Incorporation

By:_____
Signature of President or other authorized officer

(CORPORATE SEAL)

_____
Printed Name of President or other authorized officer

ATTEST:

_____
Address of Corporation

By_____
Secretary

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 201__, by _____(Name), _____(Title) of _____(Name of Company) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____ _____ (Corporate Title), a corporation organized and existing under the laws of the State of ___ _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

IT IS HEREBY RESOLVED THAT _____(Name) The duly elected ___ _____ (Title of Officer) of _____(Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____, 201__.

(SEAL)

By: _____
Secretary

_____
Corporate Title

NOTE:
The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

NON-COLLUSIVE AFFIDAVIT

State of _____)
)ss.
County of_____)

_____ being first duly sworn, deposes and says that:

(1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Offeror that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

_____ By: _____

_____ _____
(Printed Name)

_____
(Title)

ACKNOWLEDGEMENT

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ _____ 201__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
(Purchasing Administrator)

ADDRESS: 9551 West Sample Road
Coral Springs, Florida 33065

CIRCLE ONE

Corporation
Partnership
Individual
Other

SUBMITTED BY:_____

NAME_____

ADDRESS: _____

_____

TELEPHONE NO._____

FAX NO._____

E-MAIL ADDRESS:_____

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Proposer is:_____

   The address of the principal place of business is:_____
   _____

2. If Proposer is a corporation, answer the following:

   a. Date of Incorporation:_____
   b. State of Incorporation:_____
   c. President's name:_____
   d. Vice President's name:_____
   e. Secretary's name:_____
   f. Treasurer's name:_____

g. Name and address of Resident Agent:

_____
_____
_____

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization:_____
b. Name, address and ownership units of all partners:

_____
_____
_____

c. State whether general or limited partnership:_____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____
_____
_____
_____

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

_____

a. Under what other former names has your organization operated?

_____
_____
_____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this RFP. Please attach certificate of competency and/or state registration.

_____
_____

8. Do you have a complete set of documents, including drawings and addenda?
(Y) ____ (N) _____

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

_____
(name) (address) (phone number)

_____
(name) (address) (phone number)

_____
(name) (address) (phone number)

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

_____
_____
_____

11. State the name of the individual who will have personal supervision of the work:

_____

12. State the name and address of attorney, if any, for the business of the Offeror:

_____
_____
_____

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

_____
_____
_____
_____
_____

14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

_____
_____
_____
_____
_____

15. State the name of Surety Company which will be providing the bonds if any bonds are required by the Instructions to Proposers, and name and address of agent:

_____
_____
_____
_____
_____

16. Bank References:

BANK	ADDRESS

17. List below and identify the address, telephone number, and capacity (inside and outside storage) of the Principal and any Subsidiary Compounds proposed for the contract.

_____
_____
_____
_____
_____

(Use additional sheets if necessary)

18. List below the equipment, including type, year, and condition, that you propose for the contract.

_____
_____
_____
_____
_____

(Use additional sheets if necessary)

19. Lawsuits (any_ pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest.

a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

_____

_____

b. List all pending lawsuits which are concerned directly with the stqaff or part of your organization proposed for the contract:

_____

_____

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

_____

Signature

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201_ by _____ of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____

NOTARY PUBLIC

_____

(Name of Notary Public: Print, Stamp, or type as Commissioned)

REFERENCES

In order to receive RFP Award consideration on the proposed RFP, it is a requirement that the following "Information Sheet" be completed and returned with your proposal. This information may be used in determining the RFP Award for this contract.

OFFEROR (COMPANY NAME):_____
ADDRESS:_____
TELEPHONE NO:_____ ( ) _____
CONTACT PERSON:_____ TITLE: _____
NUMBER OF YEARS IN BUSINESS:_____ YEARS
ADDRESS OF NEAREST FACILITY:_____
_____

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR:

1. COMPANY NAME:_____
   ADDRESS:_____
   TELEPHONE NO: ( ) _____
   CONTACT PERSON:_____ TITLE:_____
   DATE PRODUCTS SOLD:_____

2. COMPANY NAME:_____
   ADDRESS:_____
   TELEPHONE NO: ( ) _____
   CONTACT PERSON:_____ TITLE:_____
   DATE PRODUCTS SOLD:_____

3. COMPANY NAME:_____
   ADDRESS:_____
   TELEPHONE NO: ( ) _____
   CONTACT PERSON:_____ TITLE:_____
   DATE PRODUCTS SOLD:_____

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):

_____(a) Maintaining, defending, or settling any proceeding.
_____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
_____(c) Maintaining bank accounts.
_____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
_____(e) Selling through independent contractors.
_____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
_____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
_____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
_____(i) Transacting business in interstate commerce.
_____(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
_____(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
_____(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
_____(m) Owning, without more, real or personal property.

(3) The list of activities in subsection (2) is not exhaustive.

(4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

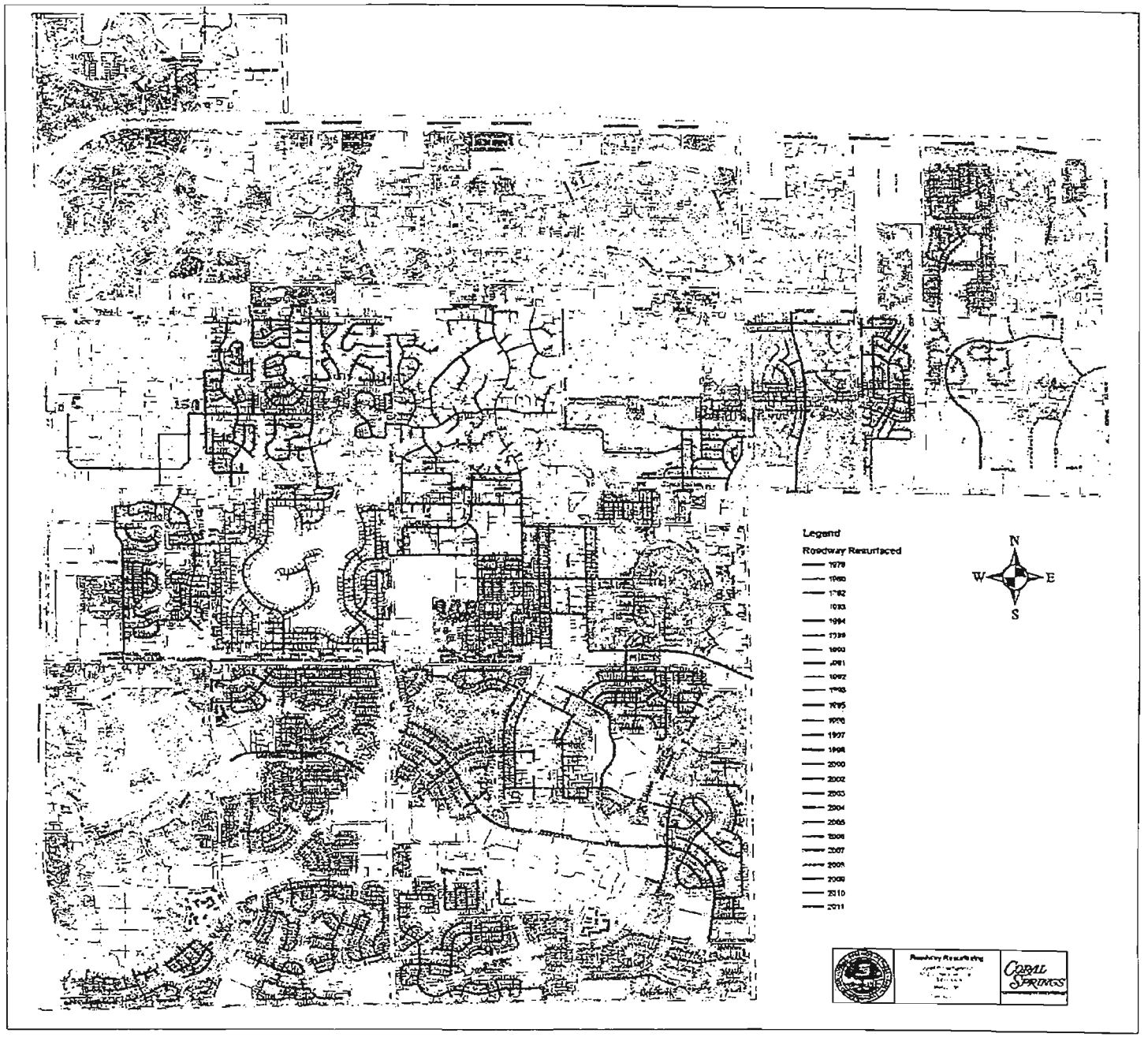
Please check one of the following if your firm is NOT a corporation:

(I) _____ Partnership, Joint Venture, Estate or Trust
(II) _____ Sole Proprietorship or Self-Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

_____
OFFERORS CORRECT LEGAL NAME

_____
SIGNATURE OF AUTHORIZED AGENT OF OFFEROR


Legend
Roadway Resurfaced
1979
1980
1982
1993
1994
1996
1997
1998
2000
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
N
W
E
S
Roadway Resurfacing
Coral Springs

CORAL SPRINGS
— EVERYTHING UNDER THE SUN —

DATE: OCTOBER 24, 2014 RFP NO.: 15-D-005

ADDENDUM NO. 1
COMPREHENSIVE PAVEMENT MANAGEMENT PROGRAM

1. The bid opening date has been delayed until Wednesday, November 12, 2014.

2. Another addendum may be issued.

THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,
DUE NOVEMBER 12, 2014 AT 2:00 P.M.

_____
Signature

_____
Company

_____
Date

Gail Dixon
Purchasing Agent II

CITY OF CORAL SPRINGS, FLORIDA • FINANCIAL SERVICES DEPARTMENT • PURCHASING DIVISION
9551 W. Sample Road • Coral Springs, FL 33065 • CoralSprings.org
Phone 954-344-1100 • Fax 954-344-1186

CORAL SPRINGS

— EVERYTHING UNDER THE SUN —

DATE: November 4, 2014 RFP NO.: 15-D-005

ADDENDUM NO. 2
COMPREHENSIVE PAVEMENT MANAGEMENT PROGRAM

1. The bid opening date has been delayed until Wednesday, November 19, 2014.

2. On Page 3 of 9, II. Program Requirements, #2 – Please delete the following sentence:
   2. A pavement condition report, which identifies the present condition of the pavement and the projected future performance for the next twenty years. ~~It shall identify the condition of the base and subgrade and identify the existing and potential causes of pavement failure.~~ The overall pavement condition report shall fully integrate and incorporate into its analysis all of the following elements: (a) surface condition, (b) deflection information, (c) environmental information, and (d) traffic.

3. On Page 5 of 9, please delete the following information from the paragraph below:

   ~~The Consultant and key personnel shall gather data of road surfaces to calculate the Roughness Index and measure the pavement cross slope, curvature, cracks, longitudinal gradient, and rutting.~~ Provide overall "scorecard" ranking neighborhoods in terms of greatest need for road rehabilitation.

4. Below are vendor questions with clarification:

   1. Can the City provide a road centerline file and/or pavement database, which provides functional class, number of lanes, and divided/undivided information to assist in the establishment of the actual number of required survey miles?

      898 Lane Miles within City Jurisdiction

   2. Does the City want a software with which to survey the assets themselves or do they want the proponent to conduct the survey and provide the data?

      Contractor should conduct the physical survey, provide the data, with a software program that can be manipulated to run reports listing the streets for resurfacing based on annual funding.

   3. Can the City elaborate on the price proposal requirement?

      Prefer a price per lane mile.

THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,
DUE NOVEMBER 19, 2014 AT 2:00 P.M.

_____
Signature

_____
Company

_____
Date

Gail Dixon
Purchasing Agent II

EXHIBIT C

(Insurance Requirements)

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

B. Liability Insurance.

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

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

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum $1,000,000 Per Occurrence and $2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
XX explosion & collapse hazard	
__ underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
__ alcohol sales	

AUTOMOBILE LIABILITY:	Minimum $1,000,000 Per Occurrence and $1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX comprehensive form	
XX owned	
XX hired	
XX non-owned	

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY	Minimum per Occurrence and Aggregate		
XX other than umbrella	bodily injury and property damage combined	$2,000,000	$2,000,000

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

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Million Dollars ($1,000,000.00) per employee, One Million Dollars ($1,000,000.00) per aggregate.

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

(1) Certificates of Insurance evidencing the required coverage;

(2) Names and addresses of companies providing coverage;

(3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

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

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

TRANS-4 OP ID: VT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2015

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
Andres, O'Neil & Lowe- Bryan
227 North Lynn Street
Bryan, OH 43506
Russ Davies, CPIA

CONTACT NAME: Russ Davies, CPIA
PHONE (A/C, No, Ext): 419-636-5050 FAX (A/C, No): 419-636-0132
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Landmark American Ins Co	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TRANSMAP Corporation
TRANSMAP Engineering LLC
3366 Riverside Dr Ste 103
Upper Arlington, OH 43221-1734

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ENP0008067	02/03/2013	02/03/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
A	X Emp Liab						MED EXP (Any one person)	$ 10,000
	1M/1M						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ENP0008067	02/03/2013	02/03/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			ENP0008067	02/03/2013	02/03/2016	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ENP0008067	02/03/2013	02/03/2016	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		EMPLOYERS LIABILITY			E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liab			LHR747768	10/31/2014	10/31/2015	Occur	1,000,000
							Agg	2,000,000

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

Certificate holder is an additional insured per form GA233. 30 day notice of cancellation applies.

07/01/15
JPM

CERTIFICATE HOLDER

CITPOM1

City of Pompano Beach
PO Box 1300
Pompano Beach, FL 22061

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

Vickie L Thiel

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Meeting Date: 9/8/15 Agenda Item 10

REQUESTED COMMISSION ACTION:

X Consent ___ Ordinance X 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 TWO COMMUNITY AESTHETIC FEATURE AGREEMENTS BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION; PROVIDING AN EFFECTIVE DATE. (NO COST)

Summary of Purpose and Why:

The City is implementing its new wayfinding sign standard which includes installation of signs in the FDOT right of way. These signs require Community Aesthetic Feature Agreements with FDOT which are attached for consideration and approval. One sign is a gateway entry sign on A1A located in the landscape island at the foot of the Hillsboro Inlet Bridge and the other is a directional sign at the northeast corner of A1A and Atlantic Blvd.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Staff
(2) Primary staff contact: Robert A. McCaughan, Public Works Director Ext 4097
(3) Expiration of contract, if applicable: September 8, 2016
(4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	8/14/15	APPROVE	Robert A. McCaughan
Finance	8/17/15	APPROVE	A. Teixeira
Budget	8-19-15	APPROVE	
City Attorney	8/18/15	APPROVE	
		APPROVE	

___ Advisory Board
___ Development Services Director
X City Manager

ACTION TAKEN BY COMMISSION:

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

City Attorney's Communication #2015-1357
July 31, 2015

TO: Alessandra Delfico, P.E., City Engineer

FROM: Gordon B. Linn, City Attorney

RE: Resolutions - Community Aesthetic Feature Agreements

Pursuant to your memorandum dated July 29, 2015, Engineering Department Memorandum No. 15-159, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE TWO COMMUNITY AESTHETIC FEATURE AGREEMENTS BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION; PROVIDING AN EFFECTIVE DATE.**

Prior to presenting the Resolution to the City Commission, please ensure that the appropriate city signature page is attached to each agreement.

GORDON B. LINN

/jrm
l:cor/engr/2015-1357

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 TWO COMMUNITY AESTHETIC FEATURE AGREEMENTS BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the Community Aesthetic Feature Agreements between the City of Pompano Beach and the State of Florida, Department of Transportation, copies of which Agreements are attached hereto and incorporated by reference as if set forth in full, are hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreements between the City of Pompano Beach and the State of Florida, Department of Transportation.

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
7/31/15
l:reso/2015-438

"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:

_____
MARK E. BERMAN, 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

COMMUNITY AESTHETIC FEATURE AGREEMENT

Section No. _____ CAFA No. _____

This Community Aesthetic Feature Agreement ("Agreement") is entered into this _____ day of _____, between the State of Florida, Department of Transportation ("FDOT") and City of Pompano Beach ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. The Agency has requested permission from FDOT to install a [**CHOOSE ONE**: ☐Public Art – Standalone, ☐Public Art – Add On/affixed, ☒Local Identification Marker – Standalone, ☐Local Identification Marker – Add On/affixed] community aesthetic feature on that certain right-of-way owned by FDOT which is located at Northeast corner of State Road A-1-A and Atlantic Boulevard, Pompano Beach (Sign B) ____ in Broward County, Florida ("Project").

B. FDOT agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.

C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

AGREEMENT

1. TERM. The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through **the 25th anniversary of this agreement**, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within **one (1) year (365)** days of the Effective Date of this Agreement, FDOT may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. PROJECT DESCRIPTION. The Project is a [**CHOOSE ONE**: ☐Public Art – Standalone, ☐Public Art – Add On/affixed, ☒Local Identification Marker – Standalone, ☐Local Identification Marker – Add On/affixed], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.

3. FUNDING OF THE PROJECT. The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". FDOT shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of FDOT's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for FDOT's right-of-way.

4. DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.

a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including FDOT standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by FDOT and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to FDOT for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. Six (6) copies of the design plans shall be provided to FDOT's District Design Engineer, at **3400 West Commercial Blvd, Ft Lauderdale, FL 33309**. FDOT will review the plans for conformance to FDOT's requirements and feasibility. FDOT's review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, FDOT signifies only that such plans and improvements satisfies FDOT's requirements, and FDOT expressly disclaims all other representations

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and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. FDOT's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by FDOT shall be made by the Agency and final corrected plans shall be provided to FDOT within thirty (30) days.

b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.

c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by FDOT prior to implementation.

d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.

e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from FDOT's Construction Project Manager, **Brett Drouin**, at **(561) 432-4966** or from an appointed designee.

f. The Agency is authorized, subject to the conditions in this Agreement, to enter FDOT's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use FDOT's right-of-way nor the placing of facilities upon FDOT's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in FDOT right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of FDOT right-of-way.

g. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If FDOT determines that a condition exists which threatens the public's safety, FDOT may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, FDOT may remove the safety hazard at the Agency's sole cost, expense, and effort.

h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".

i. The Agency shall notify FDOT a minimum of forty eight (48) hours before beginning the Project within FDOT right-of-way. The Agency shall notify FDOT should installation be suspended for more than five (5) working days.

j. Upon completion of the Project, the Agency shall notify FDOT in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed and sealed by the Responsible Professional for the Project, the form of which is attached to this Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with

Section No. _____ CAFA No. _____

the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from FDOT right-of-way and shall restore those portions of FDOT right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

k. If FDOT determines that the Project is not completed in accordance with the provisions of this Agreement, FDOT shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of FDOT's written notice to complete the Project and provide FDOT with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, FDOT may: 1) provide the Agency with written authorization granting additional time as FDOT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without FDOT liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If FDOT elects to correct the deficieny(ies), FDOT shall provide the Agency with an invoice for the costs incurred by FDOT and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The Maintenance schedule shall include Initial Defect, Instantaneous Damage and Deterioration components. The Initial Defect Maintenance inspection should be conducted, and any required repairs performed during the Construction Phase. The Instantaneous Damage Maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identity short term damage that does not develop over longer time periods. The Deterioration Maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration Maintenance shall include, but is not limited to, the following services:

_____

_____

_____

m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of $ _____.

n. FDOT reserves its right to cause the Agency to relocate or remove the Project, in FDOT's sole discretion, and at the Agency's sole cost.

5. INDEMNITY AND INSURANCE.

a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/

Section No. _____ CAFA No. _____

consultant/ subconsultant, its officers, agents or employees."

b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $1,000,000 per person and $5,000,000 each occurrence, and property damage insurance of at least $100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause FDOT to be an additional insured party on the policy or policies, and shall provide FDOT with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2010), as amended.

c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. NOTICES. All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR (4) PROGRAM MANAGER

Brett Drouin
7900 West Forest Hill Blvd, West Palm Beach, FL 33413
Phone: 561-432-4966
Fax: 561-432-4231

CITY OF POMPANO BEACH, FLORIDA

Robert McCaughan, Public Works Director
1201 NE5th Avenue
Pompano Beach, FL 33060
Phone: 954-786-4097
Fax: 954-786-4028

7. TERMINATION OF AGREEMENT. FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by FDOT pursuant to this Paragraph 7.

8. LEGAL REQUIREMENTS.

a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and

Section No. _____ CAFA No. _____

enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.

b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.

d. The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.

e. The Agency shall not cause any liens or encumbrances to attach to any portion of FDOT right-of-way.

9. PUBLIC ENTITY CRIME. The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. 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 thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. UNAUTHORIZED ALIENS. FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. NON-DISCRIMINATION. The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. DISCRIMINATORY VENDOR LIST. The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list 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. The Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. ATTORNEY FEES. Each Party shall bear its own attorney's fees and costs.

14. TRAVEL. There shall be no reimbursement for travel expenses under this Agreement.

15. PRESERVATION OF REMEDIES. No delay or omission to exercise any right, power, or remedy

accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. MODIFICATION. This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. NON-ASSIGNMENT. The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT. Any assignment, sublicense, or transfer occurring without the required prior written approval of FDOT will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. BINDING AGREEMENT. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. INTERPRETATION. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. ENTIRE AGREEMENT. This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.

21. DUPLICATE ORIGINALS. This Agreement may be executed in duplicate originals.

The remainder of this page is intentionally left blank.

Section No. _____ CAFA No. _____

AGENCY

City of Pompano Beach

By: _____

Print Name: Robert McCaughan

Title: Public Works Director

As approved by the Council, Board, or

Commission on: _____

Attest: _____

Legal Review:

_____
City or County Attorney

FDOT

State of Florida, Department of Transportation

By: _____

Print Name: _____

Title: _____

Date: _____

Legal Review:

_____

Section No. _____ CAFA No. _____

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

Replacement of existing Wayfinding Sign on behalf of the City of Pompano Beach.

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by IBI Group (Florida) Inc., and dated 5/29/2014. Any revisions to these plans must be approved by FDOT in writing.

STATE ROAD A1A/
N OCEAN BLVD

PROPOSED
DIRECTIONAL
WAYFINDING SIGN

STATE ROAD 814
E ATLANTIC BLVD

GRAPHIC SCALE

LOCATION MAP
(N.T.S.)

PROJECT LOCATION

(C) PROPOSED SECTION – DESTINATION SIGN

IBI GROUP (FLORIDA) INC.

POMPANO BEACH WAYFINDING

DESTINATION SIGNAGE PLAN

POMPANO BEACH
BROWARD COUNTY, FLORIDA

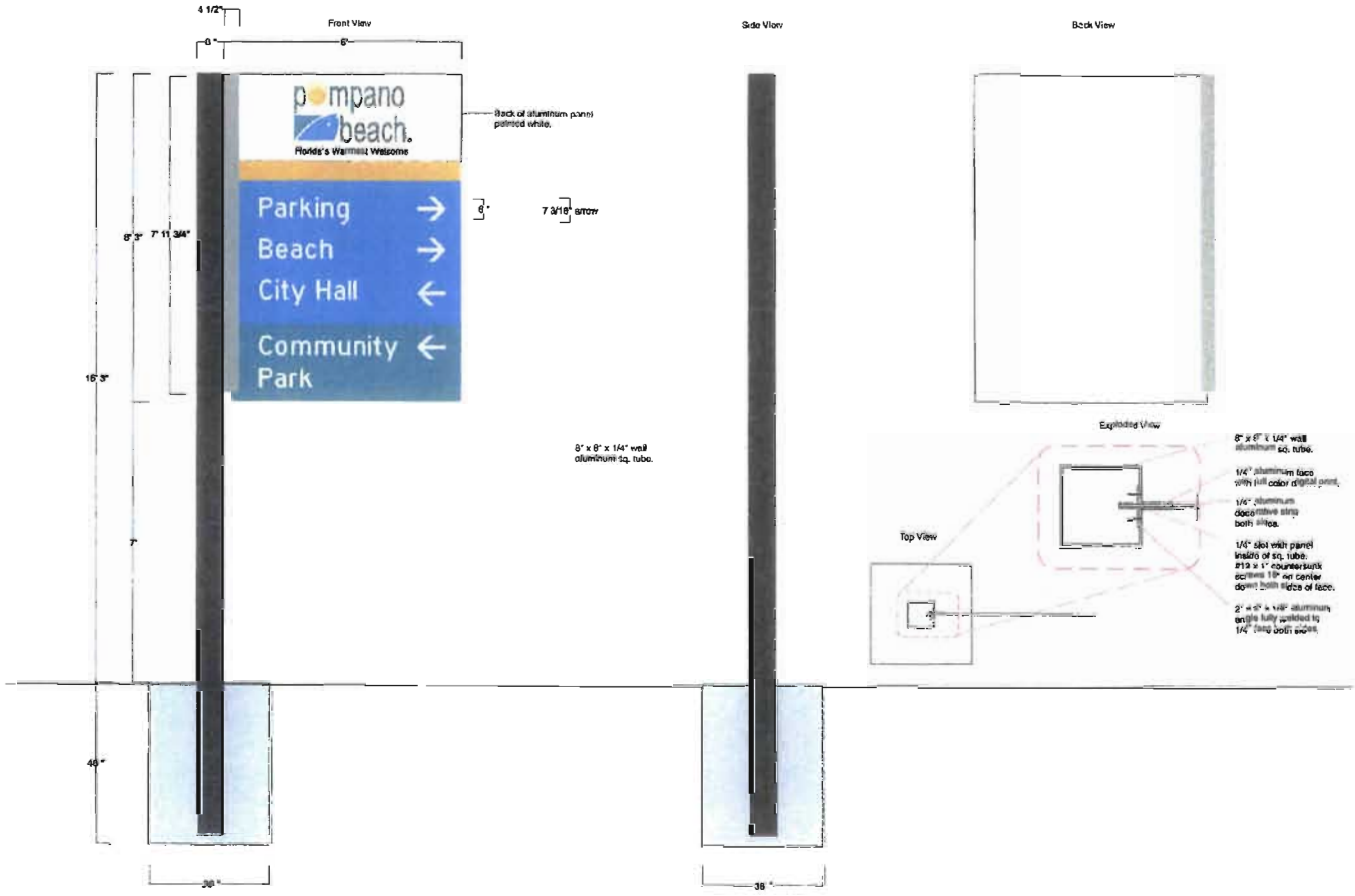
ORLANDO

SCALE	1" = 10'
PROJECT	32618
SHEET	S1.2
DRAWN:	CMP
DESIGNED:	PSJ
CHECKED:	PSJ
DATE:	5/29/2014

IBI GROUP
FLORIDA CORPORATION
BUSINESS NO. 2849

48 HOURS BEFORE DIGGING
CALL
811 or 1-800-432-4770
SUNSHINE STATE ONE CALL CENTER

NON-ILLUMINATED FDOT DIRECTIONAL SIGN



DIRECTIONAL SIGN (FDOT RIGHT-OF-WAY)

Specifications:

Non-illuminated single sided aluminum construction FDOT right-of-way directional sign.
8" sq. aluminum tube painted gloss black.
1/4" aluminum face with full color digital print painting white.
1/4" aluminum decorative vertical stripes both sides laminated to face with double sided tape & silicone painted MAP brushed aluminum.
Qty. 1

- PMS 7499
- PMS 348
- PMS 130
- PMS 348
- Black
- MAP Brushed aluminum

Total Sqft. per sign: 49.5
Font: FHWA Series D2000 EX & Series C2000 EX
-DOT approved font, arrow size and design, text height per visual distance text will be read from, colors to conform with DOT restrictions.
Signs must be installed at least 2' from curb to edge of sign.
All finishes to be free of abrasions, cut marks, weld consistencies.
FDOT Specs:
The design meets or exceeds all of these requirements.
All messages, borders, legends, and backgrounds of community wayfinding guide signs that are identification or informational markers shall be reflective.
NO symbols allowed per FDOT codes
Min. text height 6"
Only 1 destination per panel Max. 4 destinations per sign

BARON SIGN MANUFACTURING
900 13th Street West
Riviera Beach, FL 33404
Tel: (561) 863-7446
Fax: (561) 848-2270

CLIENT

CITY OF POMPANO BEACH

PROJECT

FDOT RIGHT-OF-WAY DIRECTIONAL

SALES/PROJECT MGR:	Jerry P.
DESIGNER: DB	DATE: 9-23-13
DESIGN TIME:	HR 45 MINS

REVISIONS	TIME	DATE	INITIALS
REVISED POLE TO BLACK	[illegible]	[illegible]-13	DB
REVISED TO MEET FDOT SPECS	[illegible]	10-3-13	DB

Proposal Number: 00000

ENGINEER INFORMATION
NAME: JOHN HOLT
ADDRESS: 825 Azure Avenue, West Palm Beach, FL 33414
PHONE: 561-793-7843
STATE REG No. 55252
DESIGN CRITERIA
EXPOSURE "C"
MPH
BUILT TO WITHSTAND
DATE: 9-7-14

I certify that to the best of my knowledge, the sign structure and foundation design meets or exceeds code requirements for 130 MPH wind load.

*Due to varying sizes of raw material, sizes may vary.

APPROVAL

CLIENT APPROVAL: _____

DATE: _____

COPYRIGHT © 2013 BARON SIGN MANUFACTURING

Section No. **Error! Reference source not found.** CAFA No. _____

EXHIBIT "B"

SPECIAL PROVISIONS

Section No. **Error! Reference source not found.** CAFA No. _____

EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

Section No. **Error! Reference source not found.** CAFA No. _____

EXHIBIT "D"

AGENCY RESOLUTION

Section No. **Error! Reference source not found.** CAFA No. _____

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record.

By: _____

SEAL: Name: _____

Date: _____

COMMUNITY AESTHETIC FEATURE AGREEMENT

Section No. _____ CAFA No. _____

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RECITALS

A. The Agency has requested permission from FDOT to install a [**CHOOSE ONE**: ☐Public Art – Standalone, ☐Public Art – Add On/affixed, ☒Local Identification Marker – Standalone, ☐Local Identification Marker – Add On/affixed] community aesthetic feature on that certain right-of-way owned by FDOT which is located at Island at intersection of State Road A-1-A, N. Riverside Dr and Bay Drive, Pompano Beach (Sign A) in Broward County, Florida ("Project").

B. FDOT agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.

C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

AGREEMENT

1. TERM. The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through **the 25th anniversary of this agreement**, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within **one (1) year (365)** days of the Effective Date of this Agreement, FDOT may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

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a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including FDOT standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by FDOT and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to FDOT for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. Six (6) copies of the design plans shall be provided to FDOT's District Design Engineer, at **3400 West Commercial Blvd, Ft Lauderdale, FL 33309**. FDOT will review the plans for conformance to FDOT's requirements and feasibility. FDOT's review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, FDOT signifies only that such plans and improvements satisfies FDOT's requirements, and FDOT expressly disclaims all other representations

Section No. _____ CAFA No. _____

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d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.

e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from FDOT's Construction Project Manager, **Brett Drouin**, at **(561) 432-4966** or from an appointed designee.

f. The Agency is authorized, subject to the conditions in this Agreement, to enter FDOT's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use FDOT's right-of-way nor the placing of facilities upon FDOT's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in FDOT right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of FDOT right-of-way.

g. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If FDOT determines that a condition exists which threatens the public's safety, FDOT may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, FDOT may remove the safety hazard at the Agency's sole cost, expense, and effort.

h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".

i. The Agency shall notify FDOT a minimum of forty eight (48) hours before beginning the Project within FDOT right-of-way. The Agency shall notify FDOT should installation be suspended for more than five (5) working days.

j. Upon completion of the Project, the Agency shall notify FDOT in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed and sealed by the Responsible Professional for the Project, the form of which is attached to this Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with

Section No. _____ CAFA No. _____

the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from FDOT right-of-way and shall restore those portions of FDOT right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

k. If FDOT determines that the Project is not completed in accordance with the provisions of this Agreement, FDOT shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of FDOT's written notice to complete the Project and provide FDOT with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, FDOT may: 1) provide the Agency with written authorization granting additional time as FDOT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without FDOT liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If FDOT elects to correct the deficieny(ies), FDOT shall provide the Agency with an invoice for the costs incurred by FDOT and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The Maintenance schedule shall include Initial Defect, Instantaneous Damage and Deterioration components. The Initial Defect Maintenance inspection should be conducted, and any required repairs performed during the Construction Phase. The Instantaneous Damage Maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identity short term damage that does not develop over longer time periods. The Deterioration Maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration Maintenance shall include, but is not limited to, the following services:

_____

_____

_____

m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of $ _____.

n. FDOT reserves its right to cause the Agency to relocate or remove the Project, in FDOT's sole discretion, and at the Agency's sole cost.

5. <u>INDEMNITY AND INSURANCE.</u>

a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/

Section No. _____ CAFA No. _____

consultant/ subconsultant, its officers, agents or employees."

b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $1,000,000 per person and $5,000,000 each occurrence, and property damage insurance of at least $100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause FDOT to be an additional insured party on the policy or policies, and shall provide FDOT with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2010), as amended.

c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. NOTICES. All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR (4) PROGRAM MANAGER

Brett Drouin
7900 West Forest Hill Blvd, West Palm Beach, FL 33413
Phone: 561-432-4966
Fax: 561-432-4231

CITY OF POMPANO BEACH, FLORIDA

Robert McCaughan, Public Works Director
1201 NE5th Avenue
Pompano Beach, FL 33060
Phone: 954-786-4144
Fax: 954-786-4028

7. TERMINATION OF AGREEMENT. FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by FDOT pursuant to this Paragraph 7.

8. LEGAL REQUIREMENTS.

a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and

enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.

b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.

d. The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.

e. The Agency shall not cause any liens or encumbrances to attach to any portion of FDOT right-of-way.

9. PUBLIC ENTITY CRIME. The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. 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 thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. UNAUTHORIZED ALIENS. FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. NON-DISCRIMINATION. The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. DISCRIMINATORY VENDOR LIST. The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list 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. The Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. ATTORNEY FEES. Each Party shall bear its own attorney's fees and costs.

14. TRAVEL. There shall be no reimbursement for travel expenses under this Agreement.

15. PRESERVATION OF REMEDIES. No delay or omission to exercise any right, power, or remedy

accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. MODIFICATION. This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. NON-ASSIGNMENT. The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT. Any assignment, sublicense, or transfer occurring without the required prior written approval of FDOT will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. BINDING AGREEMENT. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. INTERPRETATION. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. ENTIRE AGREEMENT. This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.

21. DUPLICATE ORIGINALS. This Agreement may be executed in duplicate originals.

The remainder of this page is intentionally left blank.

Section No. **Error! Reference source not found.** CAFA No. _____

AGENCY

City of Pompano Beach

_____

By: _____

Print Name: Robert McCaughan

Title: Public Works Director

As approved by the Council, Board, or

Commission on: _____

Attest: _____

Legal Review:

_____
City or County Attorney

FDOT

State of Florida, Department of Transportation

By: _____

Print Name: _____

Title: _____

Date: _____

Legal Review:

_____

Section No. **Error! Reference source not found.** CAFA No. _____

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

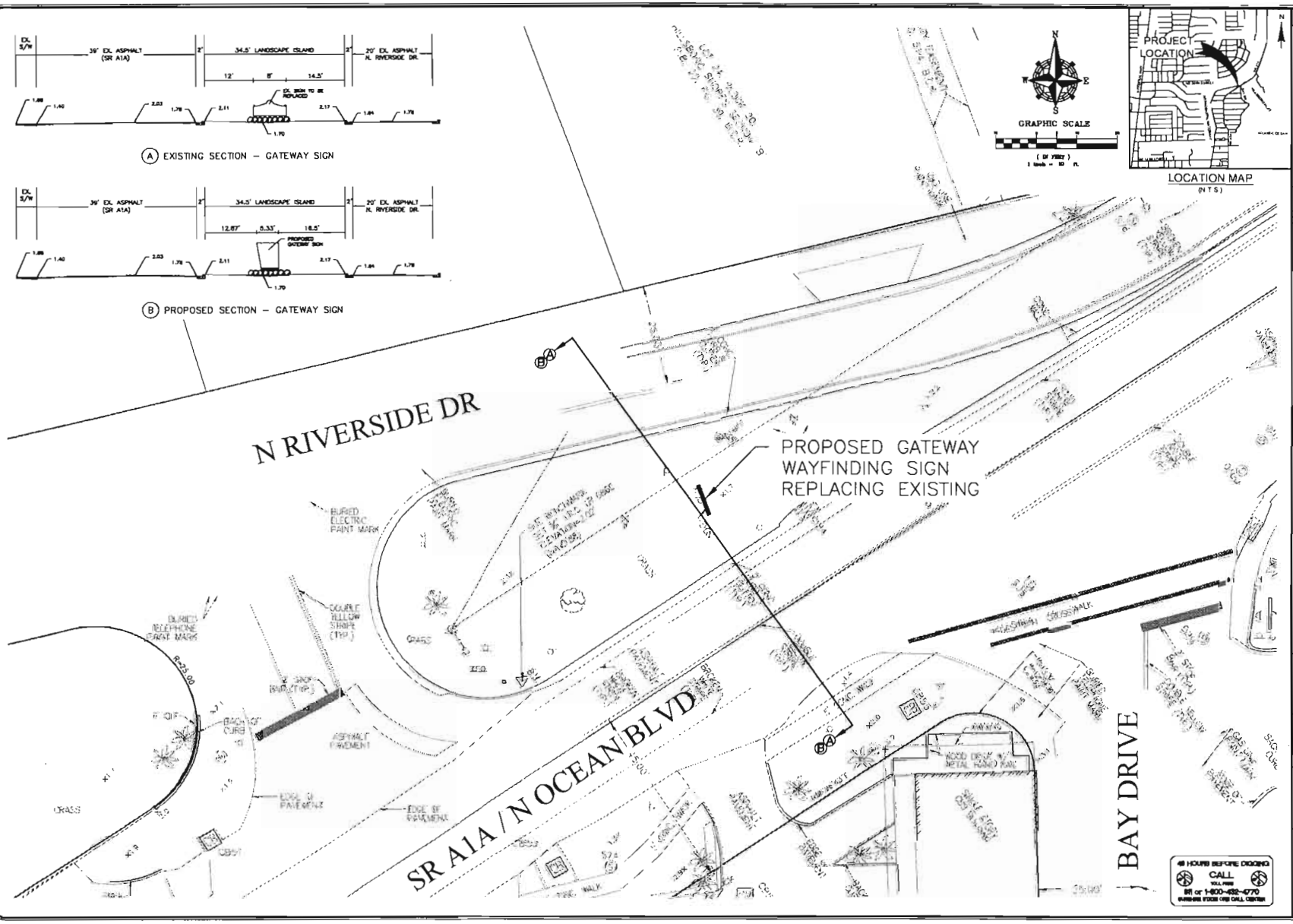
Replacement of existing Wayfinding Sign on behalf of the City of Pompano Beach.

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by IBI Group (Florida) Inc., and dated 5/29/2014. Any revisions to these plans must be approved by FDOT in writing.

(A) EXISTING SECTION – GATEWAY SIGN

(B) PROPOSED SECTION – GATEWAY SIGN



IBI GROUP (FLORIDA) INC.

ENGINEERS PLANNERS
LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS
SURVEYORS

2301 NW 33rd STREET, PMB#97
POMPANO BEACH, FLORIDA 33069
PHONE: (954) 788-1400 FAX: (954) 788-1410

2200 MAIN ST. STREET, PMB#97
KANSAS CITY, MO 64108
PHONE: (816) 221-1276 FAX: (816) 221-1276

ORLANDO POMPANO BEACH

POMPANO BEACH WAYFINDING

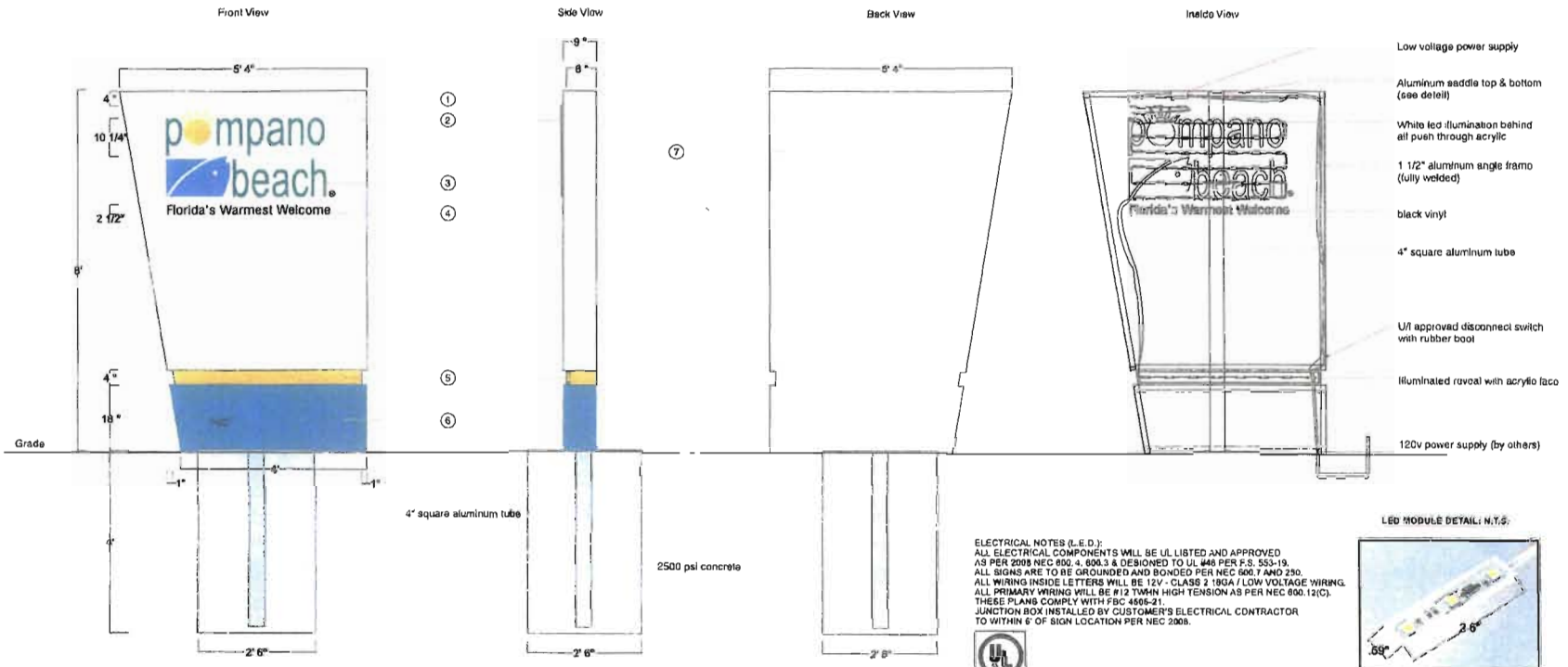
GATEWAY SIGNAGE PLAN

SCALE	1" = 10'
DRAWN:	CMP
REVISED:	PSJ
PROJECT	32618
CHECKED:	PSJ
SHEET	S1.0
DATE:	6/26/2014

IBI GROUP
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 6946

NO.	DATE	DESCRIPTION

LED ILLUMINATED SINGLE SIDED GATEWAY SIGN



Proposed sqft. = 42.6

ELECTRICAL NOTES (L.E.D.):
ALL ELECTRICAL COMPONENTS WILL BE UL LISTED AND APPROVED AS PER 2008 NEC 600. 4, 600.3 & DESIGNED TO UL #48 PER F.S. 553-19.
ALL SIGNS ARE TO BE GROUNDED AND BONDED PER NEC 600.7 AND 250.
ALL WIRING INSIDE LETTERS WILL BE 12V - CLASS 2 18GA / LOW VOLTAGE WIRING.
ALL PRIMARY WIRING WILL BE #12 TWHN HIGH TENSION AS PER NEC 600.12(C).
THESE PLANS COMPLY WITH FBC 4505-21.
JUNCTION BOX INSTALLED BY CUSTOMER'S ELECTRICAL CONTRACTOR TO WITHIN 6' OF SIGN LOCATION PER NEC 2008.

LED MODULE DETAIL: N.T.S.

Specifications:

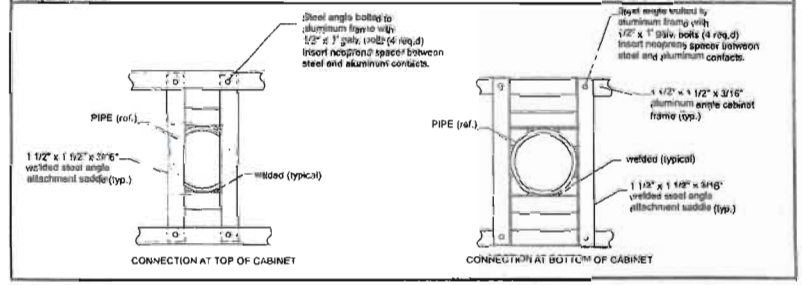
1. Led illuminated single sided aluminum construction gateway sign. White led illumination behind push through copy and reveal only.
2. 1/8" aluminum face painted white.
3. 3/4" push through, 1/2" protrusion white acrylic copy & graphics with translucent vinyl overlay.
4. Secondary copy & registered mark to be HP black vinyl.
5. Reveal to be illuminated with 1/8" white acrylic with trans vinyl overlay on face of sign only, painted on sides of sign.
6. Base to be painted PMS 346 on face and sides only.
7. Back of sign painted white, sides of sign painted white, yellow & teal to match PMS colors.

Qty. 1

Colors:

- PMS 7459
- PMS 348
- PMS 130
- PMS 346

CABINET ATTACHMENT SADDLE DETAIL



BARON SIGN MANUFACTURING
800 13th Street West
Riviera Beach, FL 33404
Tel: (561) 863-7446
Fax: (561) 846-2270

CLIENT

CITY OF POMPANO BEACH

PROJECT

GATEWAY SIGN

SALES:	PROJECT MGR: Jerry R.
DESIGNER: DB	DATE: 12-3-13
DESIGN TIME: HR 45 MINS	

REVISIONS	TIME	DATE	INITLS.

Proposal Number: 00000

ENGINEER INFORMATION
NAME: JOHN HOLT
ADDRESS: 515 Azure Avenue, West Palm Beach, FL 33404
PHONE: 561-793-7843
STATE REGNO: 16232
DESIGN CRITERIA
EXPOSURE "C"
ASCE 7-10
ZONE 4C
SUBJECT TO WIND STAND
DATE: 12/17/14

I certify that to the best of my knowledge, the sign structure and foundation design meets or exceeds code requirements for 150 MPH wind load.

*Due to varying sizes of raw material, sizes may vary.

APPROVAL

CLIENT APPROVAL: _____

DATE: _____

COPYRIGHT © 2013 BARON SIGN MANUFACTURING

Section No. **Error! Reference source not found.** CAFA No. _____

EXHIBIT "B"

SPECIAL PROVISIONS

Section No. **Error! Reference source not found.** CAFA No. _____

EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

Section No. **Error! Reference source not found.** CAFA No. _____

EXHIBIT "D"

AGENCY RESOLUTION

Section No. **Error! Reference source not found.** CAFA No. _____

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record.

By: _____

SEAL:

Name: _____

Date: _____

Meeting Date: September 8, 2015 Agenda Item 11

REQUESTED COMMISSION ACTION:

Consent	Ordinance	x Resolution	Consideration/ Discussion	Presentation
X				

SHORT TITLE **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE CITY OF ITAJAI BRAZIL AS A SISTER CITY AND AUTHORIZING THE MAYOR TO EXECUTE A LETTER ACCEPTING THE INVITATION TO ESTABLISH A SISTER CITY AFFILIATION WITH THE CITY OF ITAJAI BRAZIL; PROVIDING AN EFFECTIVE DATE.**

Summary of Purpose and Why:

Accepting the invitation to establish a sister city affiliation with the City of Itajai.

(1) Origin of request for this action: Lamar Fisher
(2) Primary staff contact: Mark E. Berman, Assistant City Attorney Ext. 4614
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding:

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	8/19/15		See City Attorney's Comm. #2015-1433

X City Manager

ACTION TAKEN BY COMMISSION:

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

1:comsn/2015-1434

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE CITY OF ITAJAI, BRAZIL AS A SISTER CITY AND AUTHORIZING THE MAYOR TO EXECUTE A LETTER ACCEPTING THE INVITATION TO ESTABLISH A SISTER CITY AFFILIATION WITH THE CITY OF ITAJAI, BRAZIL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Itajai is a Brazilian municipality in the State of Santa Catarina founded on June 15, 1860 and was colonized beginning in 1658; now, therefore,

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

SECTION 1. That the City of Pompano Beach approves the City of Itajai as a sister city.

SECTION 2. That the Mayor is hereby authorized to execute a letter of acceptance directed to the Mayor of the City of Itajai.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

/jrm/ds
8/20/15
L:reso/2015-453

City Attorney's Communication #2015-1433

August 21, 2015

TO: Dennis W. Beach, City Manager

FROM: Mark E. Berman, Assistant City Attorney

RE: Resolution – Sister City

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

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE CITY OF ITAJAI, BRAZIL AS A SISTER CITY AND AUTHORIZING THE MAYOR TO EXECUTE A LETTER ACCEPTING THE INVITATION TO ESTABLISH A SISTER CITY AFFILIATION WITH THE CITY OF ITAJAI, BRAZIL; PROVIDING AN EFFECTIVE DATE.**

Please place this matter on the September 8, 2015 City Commission Agenda. I have attached a Commission Agenda Cover Sheet for your convenience.

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

MARK E. BERMAN

MEB/jrm/ds
l:cor/manager/2015-1433

Attachments

August 12, 2015

Mayor Bellini
Municipio De Itajai
Gabinete do Prefeito
Rua Alberto Werner
100 Vila Operaria
83304-053 – Itajai – Santa Catarina

Dear Mayor Bellini:

It is with great pleasure that I accept the invitation to establish a sister city affiliation with the City of Itajai. I accept the invitation on behalf of the many citizens of the Pompano Beach community who have come to know and love the City of Itajai and vote unanimously in favor of the affiliation. We look forward to working with your designated representative, Mr. Amilcar Gazaniga, Jr.

As we look to the future of this alliance, we envision a growing awareness and appreciation of each other's culture and people. From small beginnings, we hope this partnership will continue for many generations, fostering educational, economic and professional exchanges. We look forward to the limitless possibilities of this relationship.

Although this partnership must begin on an official basis between the governments of our two communities, we see the strength and vitality of this long-term association resting wholly in the hands of our citizen volunteers and participants. To this end, we have designated a group of men and women to enlist voluntary support in our community. We suggest that a similar body of individuals be assembled in your city.

We sincerely appreciate the invitation and look forward to the wonderful opportunities that await our communities in the future.

Sincerely,

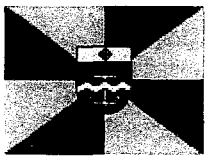
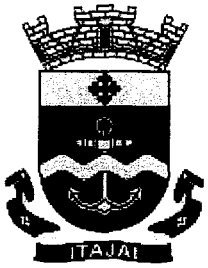
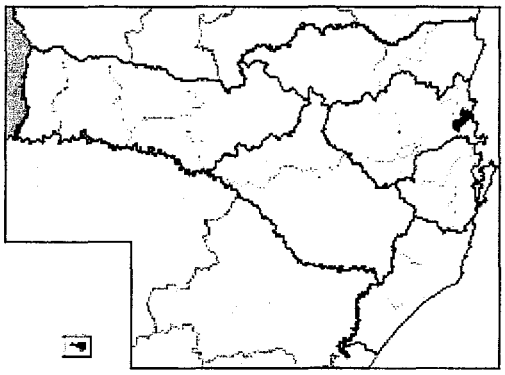
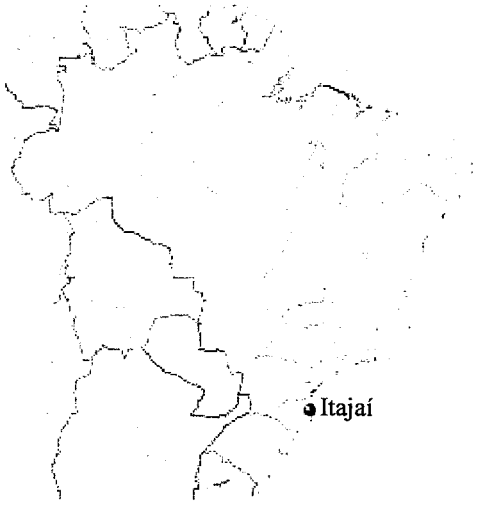
Lamar Fisher
Mayor

Coordinates: 26°54'S 48°40'W

Itajaí

From Wikipedia, the free encyclopedia

Itajaí is a Brazilian municipality in the state of Santa Catarina.

Itajaí
Municipality
The Municipality of Santa Catarina
 **Flag**  **Seal** Motto: "Quality of Life" 
 Location in Brazil Coordinates: 26°54'S 48°40'W
Country Brazil
Region Southern
State Santa Catarina

Contents

- 1 History
- 2 Geography
- 3 Climate
- 4 Economy
  - 4.1 International Trade
- 5 Port of Itajaí
- 6 Tourism
- 7 Sister cities
- 8 References
- 9 External links

History

The city was founded on **June 15, 1860**, but the colonization of Itajaí started in 1658 when the Paulista João Dias D'Arzão arrived in the region. In 1750, Portuguese colonists coming from Madeira and the Azores made this region their home. By 1823 it became a prominent region for Portuguese settlers and, at the end of the 19th century, received a great number of German immigrants.

Itajai and most of Santa Catarina State area is prone to torrential storms specially during the Spring season. Floods are frequent and even tornadoes can form.

In late November 2008, around 100 people perished in floods due to the long lasting showers that fell in Southeastern and Southern Brazil. 90% of the city was underwater and the port was partially destroyed.[2] Many lost their homes and other possessions and had no ready shelters to turn

to, for the rain combined with river waters invaded every section of the city and most of Central and Coastal Santa Catarina State. President Lula da Silva and other officials flew over the area to evaluate the damage and offer help. The state was declared a disaster area by the State and Federal governments.

Founded	June 15, 1860
Government	
• **Mayor**	Jandir Bellini (PP)
Area	
• **Total**	289.285 km^2 (111.694 sq mi)
Elevation	2 m (7 ft)
Population (2013)	
• **Total**	200.565
Time zone	UTC-3 (UTC-3)
• **Summer (DST)**	UTC-2 (UTC-2)
HDI (2000)	0.825–high[1]
Website	Itajaí (http://www.itajai.sc.gov.br)

Geography

It occupies an area of 304 km ², 20% urban and 80% rural (or conservation areas).

Is located on the north coast of Santa Catarina State, specifically at the mouth of the Itajai-Acu river. It borders onto the cities of Balneário Camboriú, Camboriú, Brusque, Gaspar, Ilhota and Navegantes. Headquarters of the largest fishing port in the country and the largest university in the state, the Univali.

Itajaí is located in the Lower Valley of Rio Itajai, the coast and the Atlantic Ocean. It is situated at the mouth of the Itajai-Acu, allowing the existence of the port. Church of the Blessed Sacrament

The city is basically flat - due to being at sea level The highest point is Morro da Cruz, 170 meters above sea level - much of the native vegetation can be seen in its full beauty. It was part of the defunct metropolitan area of Foz do Rio Itajaí, together with the neighboring municipalities.

Itajaí hosts one of the biggest festivals of Brazilian popular music. The festival is held every October and brings together musicians and artists from around the country. These meetings are a display of the rich culture of Itajaí.

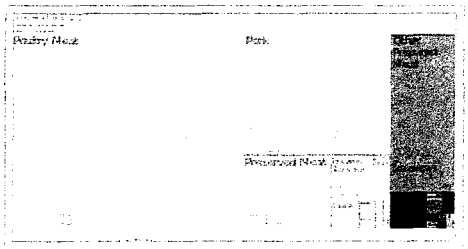
The BR-101 is the main link to the city, and highways SC-100, BR-486, SC-470 and BR-470, Itajaí link to the rest of the state.

Climate

The climate in Itajaí is humid in winter and dry in summer. In summer temperatures can reach 40 °C (Temperature reached in 2000) and during the winter they can get as low as 5 °C. It is very rare to get temperatures outside this range. There are reports that the lowest temperature ever recorded in Itajaí was -1 °C in 1975.

Economy

International Trade

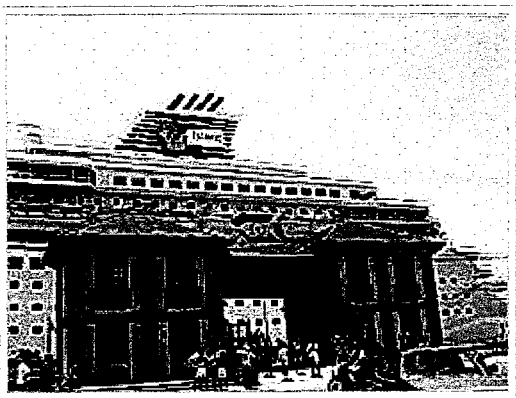


Treemap showing the market share of exports by product for the municipality of Itajaí in 2014 generated by DataViva (http://en.dataviva.info/apps/builder/tre controls=true&year=2014&size=export

As of 2014, the municipality of Itajaí conducted 1.61% of Brazil's total export trade with $3.91B (USD) worth of goods. This figure places Itajaí as the 8th highest exporter in Brazil.[3] Of this, 86% or $3.35B (USD) was made up by the trade of animal products. The top five material goods exported by Itajaí for that year were poultry meat (52%), pork (21%), other prepared meat (9.6%), preserved meat (7.3%), and frozen bovine meat (2.2%).[4]

Port of Itajaí

Port of Itajaí from the sky



Entrance of Port of Itajaí

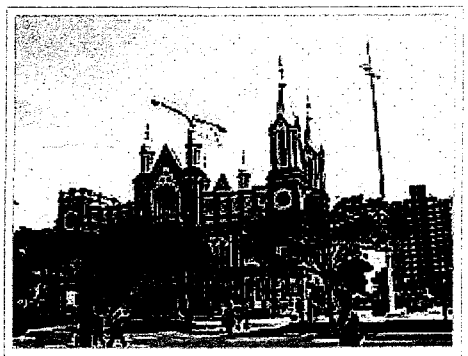
The Port of Itajaí is the main port of Santa Catarina, and the second largest in Brazil in terms of the movement of containers. It serves as the main port for exports in the region, and almost all production of the state of Santa Catarina moves through it at some point.

Tourism

Itajaí has many beautiful beaches, among them are the Molhes, Atalaia, Jeremias, Cabeçudas, Morcego, Brava Beach and Solidão. One well-known tourit attraction is the Parrot's Beak, a 6 meter-tall rock in the shape of a Parrot. The city also boasts extensive rural areas and beautiful natural scenery, with a rich heritage of the Portuguese and German immigrants. Itajaí has a píer for passenger vessels, serving the coast of Santa Catarina and used by the customs, which guides ships in by laser. The Marejada, a Portuguese festival of fishing and seafood, is the principal festival of the city, showcasing attractions relative to the ocean and the Azores. Itajaí is also the hub of Nautical Club Marcílio Dias, a sport association for both football (soccer) and competitive rowing.

In 2013 it has been chosen as the arrival point of the Transat Jacques Vabre and it hosted the Volvo Ocean Race (http://www.volvooceanrace.com) in 2012 and 2015.

The city is served by Ministro Victor Konder International Airport located in the adjoining municipality of Navegantes.



Center of Itajaí

Sister cities

Itajaí has the following Sister Cities:

- Sodegaura, Japan[5]
- Xinxiang, China[6]
- Gold Coast, Australia

References

1. Índice de Desenvolvimento Humano - Municipal, 1991 e 2000 (http://www.pnud.org.br/atlas/ranking/IDH-M%2091%2000%20Ranking%20decrescente%20(pelos%20dados%20de%202000).htm)
2. http://www.maritimeindustries.org/documents/view.jsp?id=760
3. DataViva. "International Trade Ranked by Value of Exports per Municipality (2014)" (http://en.dataviva.info/data/secex/2014-0/show.9/all/all/?order=export_val.desc), *DataViva*, Retrieved June 10, 2015.
4. DataViva. "Exports of Itajaí (2014)" (http://en.dataviva.info/apps/builder/tree_map/secex/5sc050105/all/all/hs/?controls=true&year=2014&size=export_val&depth=hs_6&color=color), *DataViva*, Retrieved on June 10, 2015.
5. "Lei Municipal Ordinária nº 1688/1979 de Itajaí" [Itajaí Municipal Ordinary Law no. 1688/1979] (http://www.leismunicipais.com.br/legislacao-de-itajai/1099327/lei-1688-1979-itajai-sc.html). *Leis Municipais* (in Portuguese). Itajaí: Prefeitura do Município de Itajaí. January 26, 1979. Retrieved January 28, 2013. "LAW NO. 1688, FROM 26 JANUARY 1979 / ESTABLISH SISTER CITY, THE CITY SODEGAURA - JAPAN"
6. "Lei Municipal Ordinária nº 3993/2003 de Itajaí" [Itajaí Municipal Ordinary Law no. 3993/2003] (http://www.leismunicipais.com.br/legislacao-de-itajai/1058455/lei-3993-2003-itajai-sc.html). *Leis Municipais* (in Portuguese). Itajaí: Prefeitura do Município de Itajaí. November 17, 2003. Retrieved January 28, 2013. "LAW NO. 3993, FROM 17 NOVEMBER 2003 / ESTABLISH SISTER CITY, THE CITY XINXIANG - CHINA"

External links

- The City of Itajaí Website (http://www.itajai.com.br/)
- The Port of Itajaí Website (http://www.portoitajai.com.br/)

Wikimedia Commons has media related to ***Itajaí***.

Retrieved from "https://en.wikipedia.org/w/index.php?title=Itajaí&oldid=666386237"

Categories: Port cities in Brazil | Populated coastal places in Santa Catarina (state) | Populated places established in 1860

- This page was last modified on 10 June 2015, at 20:31.

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Meeting Date: September 8, 2015 Agenda Item 12

REQUESTED COMMISSION ACTION:

X Consent ____ Ordinance X Resolution ____ Consideration ____ Workshop

SHORT TITLE A resolution approving & authorizing the proper City officials to execute a first amendment to the Interlocal Automatic Aid Agreement between the City of Pompano Beach and the City of Lighthouse Point to expand the response area for automatic fire aid.

OR MOTION: (No fiscal impact)

Summary of Purpose and Why:

This is the first amendment to the agreement between Lighthouse Point and Pompano Beach to share certain fire rescue resources under specific circumstances. Lighthouse Point Fire Rescue will provide their aerial ladder unit to automatically respond to any commercial or high rise fires in Pompano Beach, to now include all areas within the City of Pompano Beach boundary. Pompano Beach Fire Rescue will continue to respond automatically to any structure fires occurring in the City of Lighthouse Point. The actual number of requests is expected to be minimal, but the rapid response of both city resources could be extraordinarily helpful in critical fire situations.

(1) Origin of request for this action: Staff
(2) Primary staff contact: John Jurgle, Fire Chief 954 786-4510
(3) Expiration of contract, if applicable: 10/25/2015 with a one year auto-renewal
(4) Fiscal impact and source of funding: No monetary exchange

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Fire Administration	08/12/2015	Approved	
City Attorney	8/21/15		Memo #2015-1352
Risk Manager	8/21/15	Approved	

___ Advisory Board
___ Planning and Growth Management Director
___ Public Works Administrator
x City Manager

ACTION TAKEN BY COMMISSION:

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

Pompano Beach
Fire Rescue

FIRE ADMINISTRATION
MEMO # 15-A110

To: Dennis Beach, City Manager

From: Michael Hohl, Assistant Fire Chief (Acting Chief) MH

Date: 08/21/15

Re: **Commission Agenda Item- First Amendment to Lighthouse Point Fire Rescue Pompano Beach Fire Rescue Automatic Aid Agreement**

Please find attached an agenda item requesting Commission approval of the First Amendment to the Automatic Aid Agreement with the City of Lighthouse Point and their fire department. "Automatic Aid" is currently described as units from different jurisdictions being dispatched to an emergency call simultaneously over the same radio and computer aided dispatch (CAD) system. This agreement allows both cities to more quickly share certain fire rescue resources under a set of limited circumstances.

The current agreement provides that Lighthouse Point Fire Rescue will automatically respond their aerial ladder truck to any commercial or high rise fire occurring anywhere in the boundary north of Atlantic Boulevard in Pompano Beach. In return, Pompano Beach Fire Rescue agrees to provide firefighting resources to any structure fire within the City of Lighthouse Point. The first amendment will extend the coverage of the Lighthouse Point Fire Rescue aerial ladder truck to include all of the area within the boundary of the City of Pompano Beach.

There is no monetary cost involved in this automatic aid agreement. If either city's units are engaged in emergency activity and unavailable, the request is simply forwarded on to the mutual aid network for another agency's assistance. Based on historical data of both cities, it is anticipated that Lighthouse Point Fire Rescue will dispatch its aerial ladder to Pompano Beach, on average, approximately 7-8 times per month. Likewise, Pompano Beach can expect to respond to Lighthouse Point 4-6 times monthly. These are relatively high estimates since there have been several months where neither agency has needed assistance. This first amendment to the agreement is not expected to have a negative impact on the provision of emergency services for either community. However, by bringing both cities' resources to bear under certain critical fire conditions, life safety and property conservation are expected to benefit significantly. In addition, the extension of automatic aid aerial coverage will positively impact the ISO rating for the City of Pompano Beach.

This first amendment to the agreement has been carefully reviewed by legal staff in both cities and can be terminated with a 90 day notice. Following approval by the City of Pompano Beach, this first amendment will be sent to the City Commission of Lighthouse Point for final approval. Fire Administration staff recommends Commission approval.

City Attorney's Communication #2015-1352
July 27, 2015

TO: Michael Hohl, Assistant Chief

FROM: Mark E. Berman, Assistant City Attorney

RE: Resolution – Amendment to Automatic Aid Agreement

As requested in your e-mail of July 24, 2015, I have prepared and attached the following captioned Resolution:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE INTERLOCAL AUTOMATIC AID AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE CITY OF LIGHTHOUSE POINT TO EXPAND THE RESPONSE AREA FOR AUTOMATIC FIRE AID; PROVIDING AN EFFECTIVE DATE.**

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

MARK E. BERMAN

/jrm
L:cor/fire/adm/2015-1352

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE INTERLOCAL AUTOMATIC AID AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE CITY OF LIGHTHOUSE POINT TO EXPAND THE RESPONSE AREA FOR AUTOMATIC FIRE AID; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a First Amendment to the Interlocal Automatic Aid Agreement between the City of Pompano Beach and the City of Lighthouse Point to expand the response area for automatic fire aid, a copy of which Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment between the City of Pompano Beach and the City of Lighthouse Point.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

/jrm
7/27/15
l:reso/2015-435

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated this _____ 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 "POMPANO BEACH,")

and

CITY OF LIGHTHOUSE POINT, a municipal corporation of the State of Florida, whose address is 2200 NE 38th Street, Lighthouse Point, Florida 33064, (hereinafter referred to as "LIGHTHOUSE POINT.")

WHEREAS, the parties entered into an Interlocal Automatic Aid Agreement to provide for the delivery of emergency fire protection services on October 26, 2011, ("Original Agreement") and approved by Resolution No. 2012-21; and

WHEREAS, the POMPANO BEACH and LIGHTHOUSE POINT have agreed to amend the Original Agreement to substitute Exhibit B to the Original Agreement.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth POMPANO BEACH and LIGHTHOUSE POINT agree as follows:

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

2. The original Agreement executed on October 26, 2011, shall remain in full force and effect except as specifically amended hereinbelow.

3. The attached Exhibit B is hereby substituted for, and in all references replaces, that Exhibit B which was attached to, referenced and made a part of the Original Agreement.

4. All other terms and conditions of the said agreement shall remain in full force and effect as provided by the original agreement and any previous amendments and renewals thereto, unless earlier terminated pursuant to the provisions of the agreement.

5. That no other amendment to the terms of the said agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

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

"POMPANO BEACH":

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____
ASCELETA HAMMOND, CITY CLERK (SEAL)

Approved by:

_____
MARK E. BERMAN, 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

"LIGHTHOUSE POINT"

WITNESSES

_____

_____

CITY OF LIGHTHOUSE POINT

By:_____
GLENN TROAST, MAYOR

By_____
JOHN D. LAVISKY, CITY ADMINISTRATOR

ATTEST:

_____
JENNIFER M. OH, CITY CLERK

(SEAL)

Approved as to form by:

_____
MICHAEL D. CIRULLO, JR.
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **Glenn Troast** as Mayor, **John D. Lavisky** as City Administrator, and **Jennifer M. Oh** as City Clerk of the City of Lighthouse Point, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

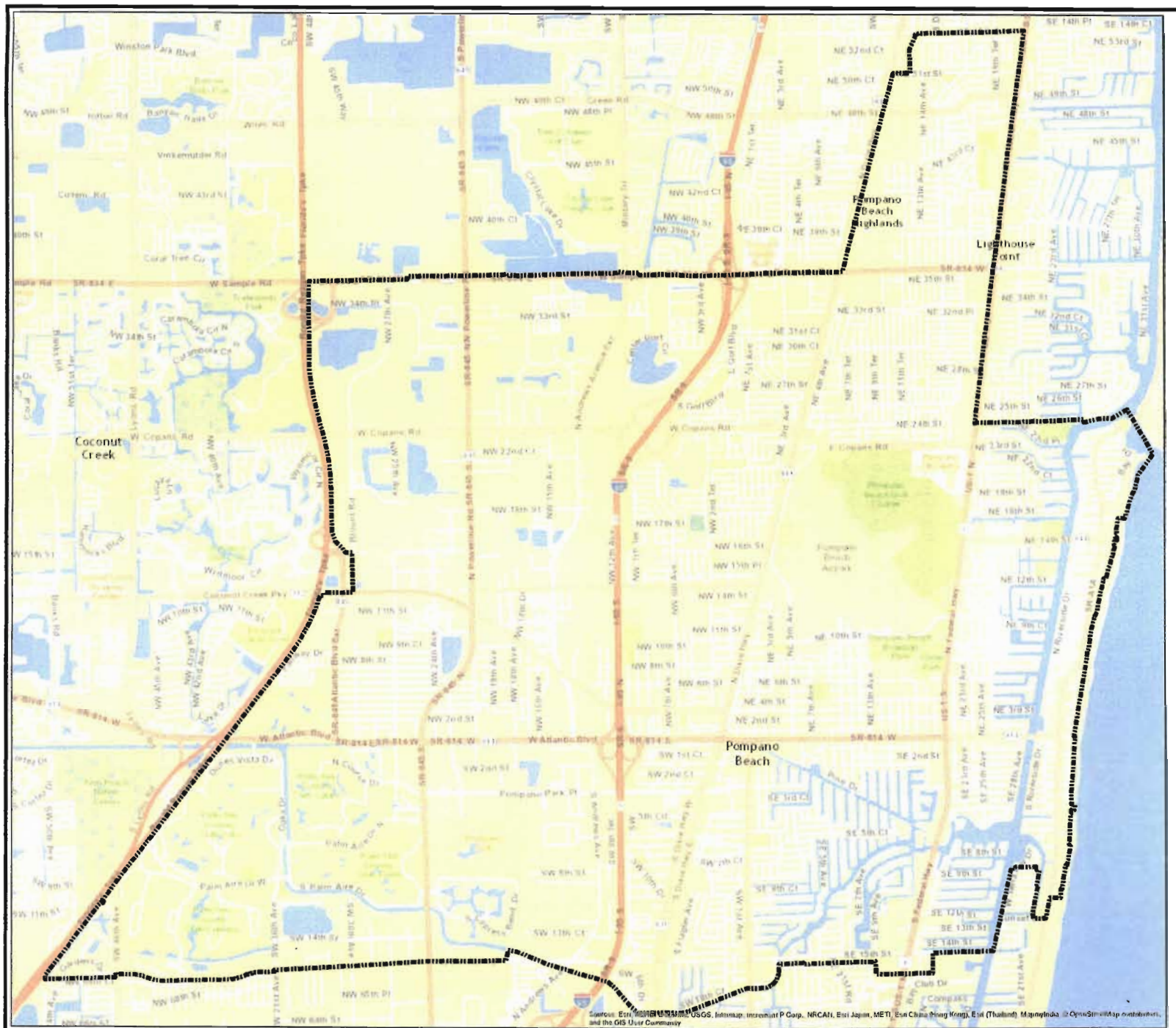
_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

/jrm
8/21/15
l:agr/fire/2015-1351

Exhibit B



pompano beach
Florida's Warmest Welcome

N
W E
S

Legend
City Boundary
Parks

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.

CITY OF POMPANO BEACH
BROWARD COUNTY, FLORIDA
ENGINEERING DIVISION
City of Pompano Beach Boundary

Drawn By: TCW	Date: 07/24/15	Checked By: AO	Date: 07/24/15

City of Pompano Beach Boundary

RESOLUTION NO. 2012-21

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AUTOMATIC AID AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE CITY OF LIGHTHOUSE POINT; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Interlocal Automatic Aid Agreement between the City of Pompano Beach and the City of Lighthouse Point, 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 Interlocal Agreement between the City of Pompano Beach and the City of Lighthouse Point.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 25th day of October, 2011.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

/jrm
10/17/11
l:reso/2012-22

CFN # 110362559
OR BK 48285 Pages 1804 - 1819
RECORDED 11/04/11 11:21:08 AM
BROWARD COUNTY COMMISSION
DEPUTY CLERK 1924
#1, 16 Pages

INTERLOCAL AUTOMATIC AID AGREEMENT

THIS IS AN AUTOMATIC AID AGREEMENT, entered into on October 26, 2011, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "POMPANO BEACH",

and

CITY OF LIGHTHOUSE POINT, a municipal corporation of the State of Florida, hereinafter referred to as "LIGHTHOUSE POINT."

WHEREAS, POMPANO BEACH now and has for the past eighty (80) years maintained a Fire-Rescue Department and POMPANO BEACH desires to provide automatic aid to LIGHTHOUSE POINT as defined herein; and

WHEREAS, LIGHTHOUSE POINT now and has for the past fifty-three (53) years maintained a Fire-Rescue Department and LIGHTHOUSE POINT desires to provide automatic aid to Pompano Beach as defined herein.

WHEREAS, POMPANO BEACH is in need of assistance in responding to and suppressing commercial structure fires within POMPANO BEACH and desires LIGHTHOUSE POINT to provide automatic responses to any and all commercial structure fire calls within POMPANO BEACH; and

WHEREAS, LIGHTHOUSE POINT is in need of assistance in responding to and suppressing structure fires within LIGHTHOUSE POINT and desires POMPANO BEACH to provide automatic responses to any and all structure fire calls within LIGHTHOUSE POINT; and

WHEREAS, operational coordination of certain fire protection services would provide improved fire protection within the service areas of both parties; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into interlocal agreements with each other to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, POMPANO BEACH and LIGHTHOUSE POINT have determined that it is mutually beneficial and in the best interest of the public to enter into this Automatic Aid Agreement; and

WHEREAS, POMPANO BEACH and LIGHTHOUSE POINT desire to enter into this Automatic Aid Agreement to provide for the delivery of emergency fire protection services by POMPANO BEACH within the municipal boundaries of LIGHTHOUSE POINT, and by LIGHTHOUSE POINT within the municipal boundaries of POMPANO BEACH and to set forth how such fire protection services shall be provided; and

WHEREAS, pursuant to a Resolution adopted at its meeting of 10/25/11, 2011, the City Commission of POMPANO BEACH authorized its proper officials to enter into this Automatic Aid Agreement; and

WHEREAS, pursuant to a Resolution passed at its meeting of 6/14/11, 2011 the City Commission of LIGHTHOUSE POINT authorized its proper officials to enter into this Automatic Aid Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the parties do hereby agree as follows:

ARTICLE 1
PURPOSE AND INTENT

1.1 The above recitals are true and correct and are incorporated herein by this reference.

1.2 It is the purpose and intent of this Automatic Aid Agreement for POMPANO BEACH and LIGHTHOUSE POINT to provide for a means by which each governmental entity may exercise cooperatively its respective powers and privileges in order to further a common goal.

1.3 The respective elective bodies of POMPANO BEACH and LIGHTHOUSE POINT find the method of delivery of fire protection services set forth in this Automatic Aid Agreement is in the best interest of the public and can best be accomplished through coordination of the provision of such services as set forth herein.

ARTICLE 2
EFFECTIVENESS

The Effective Date of this Automatic Aid Agreement shall be October, 2011.

ARTICLE 3
PROVISION OF FIRE SUPPRESSION SERVICES

3.1 POMPANO BEACH shall respond automatically with fire protection services to all dispatched residential and commercial structure fires within the municipal boundaries of LHP as shown in Exhibit "A", attached hereto, twenty-four (24) hours per day, seven (7) days per week during the term of this Agreement. The rendition of these services, standards of performance for these services, discipline of personnel and other matters related to the performance of such services and control of personnel shall remain with POMPANO BEACH.

3.2 LIGHTHOUSE POINT shall respond automatically with fire protection services to Pompano Beach with one ladder truck to all dispatched commercial structure fires located within the municipal boundaries of Pompano Beach as shown in Exhibit "B," attached hereto, twenty-four (24) hours per day, seven (7) days per week during the term of this Agreement. The rendition of these services, standards of performance for these services, discipline of personnel and other matters related to the performance of such services and control of personnel shall remain with LIGHTHOUSE POINT.

3.3 The parties shall, as soon as practical, through their respective Fire Chiefs, develop policies, procedures, rules and regulations to carry out the parties intent in the coordination of functions and services described herein.

3.4 The parties shall jointly establish minimum service criteria and staffing for fire protection services within the areas described in Exhibits A and B.

ARTICLE 4
GENERAL TERMS AND CONDITIONS

4.1 POMPANO BEACH and LIGHTHOUSE POINT shall abide by and perform all of their respective obligations set forth herein.

4.2 Each party agrees not to reduce the level of fire protection without notice to each party to this Agreement. Said notice of any reduction in the level of fire protection services shall be provided in writing by each Party's respective Fire Chief.

4.3 It is understood and acknowledged by the parties that response times are not guaranteed, but that each party will respond as expeditiously as possible in every instance.

4.4 Any services performed or expenditures made in connection with the furnishing of assistance under this Agreement shall conclusively be presumed to be for the direct protection of the inhabitants and property of the party requesting assistance.

4.5 The party furnishing any equipment pursuant to this Agreement shall bear the loss or damage to such equipment and shall pay any expense incurred in the operation and maintenance thereof.

4.6 Each party shall be responsible for the normal maintenance and repair of its facilities and equipment.

ARTICLE 5
RESPONSE UNITS

Each party agrees to keep fire protection vehicles in service, equipped and adequately staffed with certified personnel for the purpose of fire protection within the response areas designated in Exhibits A and B. A description of each response vehicle type is attached hereto and made a part hereof as Exhibit "C."

ARTICLE 6
CONTROL OF FIRE SCENE

The senior ranking officer on scene shall take or assist in command of the incident. "Command" means the person is responsible for the development of a strategy to mitigate the emergency and tactical coordination of all personnel and equipment then in use to control the emergency. NIMS guidelines shall apply.

ARTICLE 7
SPECIAL PROVISIONS

7.1 The Parties' Fire Chiefs may jointly establish policies and procedures related to day-to-day technical, administrative and operational issues necessary to implement this Agreement without the requirement for approval by the respective governing bodies.

7.2 The parties agree to act jointly rather than separately with regard to the provision of fire protection services when the same are provided pursuant to Article 3 above.

7.3 Effective upon the date of execution by the last of the signatories to this Interlocal Agreement, this Interlocal Agreement shall supersede all previous agreements between the parties regarding mutual aid or automatic response.

7.4 It is mutually understood and agreed that this Interlocal Agreement does not relieve any party hereto from the necessity and obligation of furnishing adequate fire protection services within their own jurisdictional boundaries.

Remainder of this page intentionally left blank.

ARTICLE 8
COMPENSATION

8.1 This Agreement is an equitable exchange of services that shall not require monetary compensation from the parties. All other intergovernmental agreements relating to payments for fire protection and emergency medical services remain in effect.

8.2 Each party to this Agreement shall remain responsible for the wages or salaries, the cost of workers' compensation and other insurance premiums and benefits, and retirement and other job benefits now provided for any of its employees who are assigned work under this Interlocal Agreement and not for the other Parties' employees.

8.3 Any services performed or expenditures made in connection with the furnishing of assistance under this Agreement shall conclusively be presumed to be for the direct protection of the inhabitants and property of the party requesting assistance.

8.4 The party furnishing any equipment pursuant to this Agreement shall bear the loss or damage to such equipment and shall pay any expense incurred in the operation and maintenance thereof. Each party shall be responsible for compensation and benefits of its employees and not of the other party's employees.

ARTICLE 9
PRIORITY FOR SIMULTANEOUS CALLS

In the event of simultaneous or nearly simultaneous calls relating to emergencies located within the boundaries designated in Exhibits A and B, and which require automatic response under this Agreement, the call relating to the emergency located within the boundaries of each respective agency shall take priority over the call from the other party. The inability to complete the assignment will be relayed to the County's Fire Rescue Dispatcher or Pompano Beach Fire Rescue dispatch who will in turn notify the appropriate responsible agency and a replacement unit(s) will be dispatched.

ARTICLE 10
PRIOR COMMITMENT OF EQUIPMENT

In the event that a party's equipment and personnel are already working an emergency located within that party's respective jurisdictional limits, said equipment and personnel shall not be released to respond to the emergency call of the requesting party until such time as, in the sole and absolute discretion of the senior officer in command of the responding party's vehicles, it is determined that the responding party's equipment and personnel can be released to respond to the requesting party's fire call. Only that portion of the responding party's equipment and personnel as the respective party's senior officer in command shall deem available for release at that time shall be released to respond.

ARTICLE 11
COMMUNICATION

Recognizing that communication is essential to successfully provide fire protection or disaster related assistance, the parties agree to provide the necessary radio equipment for their respective personnel and vehicles to access Pompano Beach's Fire Rescue Communications Center as well as Broward County's Dispatch Center.

ARTICLE 12
JUSTIFIED FAILURE TO RESPOND

12.1 The parties recognize and agree that, if for any reason beyond the control of the responding party, the vehicles, personnel, or both, are not available to respond to a fire call as required under this Agreement within the limits of the other party's jurisdictional area, the responding party shall not be liable or responsible in any regard whatsoever.

12.2 The reasons justifying a failure to respond shall include, but not be limited to, the following:

12.2.1 In the opinion of the senior officer in command of the Responding Party's fire protection services at the time of the request for response, the Responding Party would suffer undue jeopardy and be left inadequately protected if the Responding Party responds as requested without Move Up Coverage en route.

12.2.2 The requested vehicle is inoperative.

12.2.3 The requested vehicle is being utilized on a previous emergency call.

12.2.4 A mechanical breakdown of the requested vehicle.

ARTICLE 13
INDEMNIFICATION

13.1 The parties shall each individually defend any action or proceeding brought against their respective agency and shall be individually responsible for all its own costs, attorneys fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof.

13.2 Each party shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages and causes of actions arising from or occurring during travel to or from its own emergency or disaster site or from an emergency or disaster site covered by this Interlocal Agreement.

13.3 The parties agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages, and causes of action which may be brought against any party pursuant to this Interlocal Agreement.

13.4 Nothing herein contained is intended to waive the sovereign immunity of the parties, per Section 768.28, Florida Statutes.

ARTICLE 14
AMENDMENTS

The parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Interlocal Agreement.

ARTICLE 15
TERMINATION AND DEFAULT

15.1 Either party may terminate its participation in this Agreement by giving the other party ninety (90) days written notice as provided in Section 18.7 below.

15.2 Notwithstanding a party's right to terminate this Interlocal Agreement as set forth in this Article 15, this Interlocal Agreement may be terminated for cause by either party if the breach is material and the party in breach has not corrected the breach within thirty (30) calendar days after receipt of written notice from the other party identifying the breach.

15.3 The party giving notice of default may be entitled, but is not required, to seek specific performance of this Interlocal Agreement on an expedited basis, as the performance of the material terms and conditions contained herein related to the health, safety and welfare of the residents subject to this Interlocal Agreement. The parties acknowledge that money damages or other legally available remedies may be inadequate for the failure to perform, and that the party giving notice is entitled to obtain an order requiring specific performance by the other party. Failure of any party to exercise its rights in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the waiving party. Such waiver shall be limited to the terms specifically contained therein. This Article shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

15.4 This Interlocal Agreement provides in this Article 15 "Default" for the judicial remedy of specific performance to cause either party to perform its obligations in accordance with the terms and conditions herein. In the event a court was to determine that either party was in default in the performance of its obligations pursuant to this Interlocal Agreement and that

specific performance was not an adequate remedy to cause the other party to perform its obligations herein, in addition to all other remedies available to the parties, the parties shall be entitled to request a judicial order seeking rescission of this Interlocal Agreement.

15.5 Force Majeure. If the performance of any obligation required hereunder is delayed, hindered or prevented by reason of strikes, lock-outs, labor troubles, wars, civil commotion, Act of God, governmental restrictions or regulations or interference, fires or other casualty, the performance of such covenant, agreement, obligation or undertaking shall be excused and extended and shall not be considered a default for the period of such delay, hindrance or prevention.

ARTICLE 16
INSURANCE

The parties agree that each shall maintain a qualified insurance program in the limits specified in Florida Statute 768.28. The insurance programs shall provide for general and automobile and Workers Compensation and Employers Liability Coverage. The parties agree to exchange a Certificate of Insurance evidencing each parties insurance program. In the event that either parties insurance program is modified during the term of this Agreement, the party whose plan is being modified shall provide the other party with at least thirty (30) days prior written notice.

ARTICLE 17
TERM OF AGREEMENT

17.1 The obligation of the parties to perform under this Agreement shall commence upon the date of the last party executing this Agreement.

17.2 The term of this Interlocal Agreement shall be for one (1) year from the effective date of the Agreement as provided for in Article 2, hereof. Thereafter, this Interlocal Agreement shall automatically renew for additional one (1) year terms unless said term is modified by the parties or this Interlocal Agreement is terminated pursuant to the terms in Article 15.

ARTICLE 18
MISCELLANEOUS

18.1 Joint Preparation: The preparation of this Interlocal Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

18.2 Entire Agreement and Modification: This Interlocal Agreement incorporates, supersedes and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matter contained herein. It is further agreed that no change, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

18.3 Records: LIGHTHOUSE POINT agrees to permit POMPANO BEACH to examine all records and grants POMPANO BEACH the right to audit any books, documents, and papers that were generated during the course of administration of this Agreement. LIGHTHOUSE POINT shall maintain the records, books, documents and papers associated with this Agreement in accordance with the Public Records Act. Upon LIGHTHOUSE POINT'S request, POMPANO BEACH shall provide LIGHTHOUSE POINT with copies of all public records under Florida Statute 119 related to this Agreement at no cost to LIGHTHOUSE POINT.

18.4 POMPANO BEACH agrees to permit LIGHTHOUSE POINT to examine all records and grants LIGHTHOUSE POINT the right to audit any books, documents and papers that were generated during the course of administration of this Agreement. POMPANO BEACH shall maintain the records, books, documents and papers associated with this Agreement in accordance with the Public Records Act. Upon POMPANO BEACH'S request, LIGHTHOUSE POINT shall provide POMPANO BEACH with copies of all public records under Florida Statute 119 related to this Agreement at no cost to POMPANO BEACH.

18.5 Contract Administrators: The Contract Administrators for this Agreement are the Fire Rescue Chief, or designee, for POMPANO BEACH and the Fire Rescue Chief, or designee, for LIGHTHOUSE POINT. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators.

18.6 Recordation/Filing: The City Manager of POMPANO BEACH and Ex-Officio Clerk of Pompano Beach's Board of Commissioners is hereby authorized and directed after approval of this Agreement by the governing bodies of LIGHTHOUSE POINT and POMPANO BEACH and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Agreement with the Clerk of the Circuit Court of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.

18.7 Notices: Whenever any party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice.

FOR POMPANO BEACH:
Fire Chief
Pompano Beach Fire Rescue
P.O. Box 13000
120 SW 3rd St.
Pompano Beach, FL 33060

FOR LIGHTHOUSE POINT:
Fire Chief
City of Lighthouse Point
3740 NE 22 Avenue
Lighthouse Point, FL 33064

18.8 Compliance: The parties agree to fully comply with their obligations and duties under federal and state law, including Title I and Title II of the Americans with Disabilities Act (ADA) and the Health Insurance Portability and Accountability Act (HIPAA), and failure to comply with same shall be cause for immediate termination of this Agreement by any of the parties.

18.9 No Waiver: No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. No waiver of any provision or any failure to perform any of the terms, covenant, and conditions hereunder shall operate as a waiver of any other prior or subsequent failure to perform any of the terms, covenants, or conditions herein contained.

18.10 Assignment: The respective obligations of the parties set forth in this Agreement shall not be assigned, in whole or in part, without the prior written consent of the other party.

18.11 Governing Law and Venue: This Agreement shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Interlocal Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

18.12 Severability: In the event a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

18.13 Third Party Beneficiaries: The parties agree that there are no third party beneficiaries to this Interlocal Agreement and that no third party shall be entitled to assert a claim against any of them based upon this Interlocal Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Interlocal Agreement.

18.14 Performance: The parties represent that all persons delivering the services required under this Interlocal Agreement have the knowledge and skills, whether by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.

18.15 Compliance with Laws: The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Interlocal Agreement.

18.16 Independent Contractors: The parties agree that each party to this Interlocal Agreement is an independent contractor. Activities undertaken by the parties pursuant to this Interlocal Agreement shall be subject to the supervision of the respective party. In providing such services, neither of the parties, nor their respective agents shall act as officers, employees, or agents of the other party. This Interlocal Agreement shall not constitute or make the parties a partnership or joint venture.

18.17 Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Interlocal Agreement by reference and a term, statement, requirement or provision of this Interlocal Agreement, the term, statement, requirement, or provision contained in Articles 1 through 18 of this Interlocal Agreement shall prevail and be given effect.

18.18 Multiple Originals: This Interlocal Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

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

Remainder of this page intentionally left blank.

"CITY"

WITNESSES:

Christine Woodka

Christine Woodka

CITY OF POMPANO BEACH

By: _____
Lamar Fisher, Mayor

By: _____
for **Dennis W. Beach, City Manager**

ATTEST:

_____
Mary L. Chambers, City Clerk **(SEAL)**

Approved as to form by:

_____
Gordon B. Linn, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of October, 2011 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

ASCELETA HAMMOND
Notary Public - State of Florida
My Comm. Expires Jan 7, 2015
Commission # EE 27110
Bonded Through National Notary Assn.

_____
NOTARY PUBLIC, STATE OF FLORIDA

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

_____
Commission Number

"CITY"

WITNESSES:

_____

_____

CITY OF LIGHTHOUSE POINT

By: _____
Fred Schorr, Mayor

By: _____
John D. Lavisky, City Administrator

ATTEST:

_____
Carol Landau, MMC, City Clerk

(SEAL)

Approved as to form by:

_____
Michael D. Cirullo, Jr., City Attorney

CITY OF LIGHTHOUSE POINT CORPORATE SEAL 1956 FLORIDA

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of June, 2011 by **Fred Schorr** as Mayor, **John D. Lavisky** as City Administrator, and **Carol Landau** as City Clerk of the City of Lighthouse Point, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC-STATE OF FLORIDA
Jennifer M. Oh
Commission #DD887542
Expires: JUNE 25, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

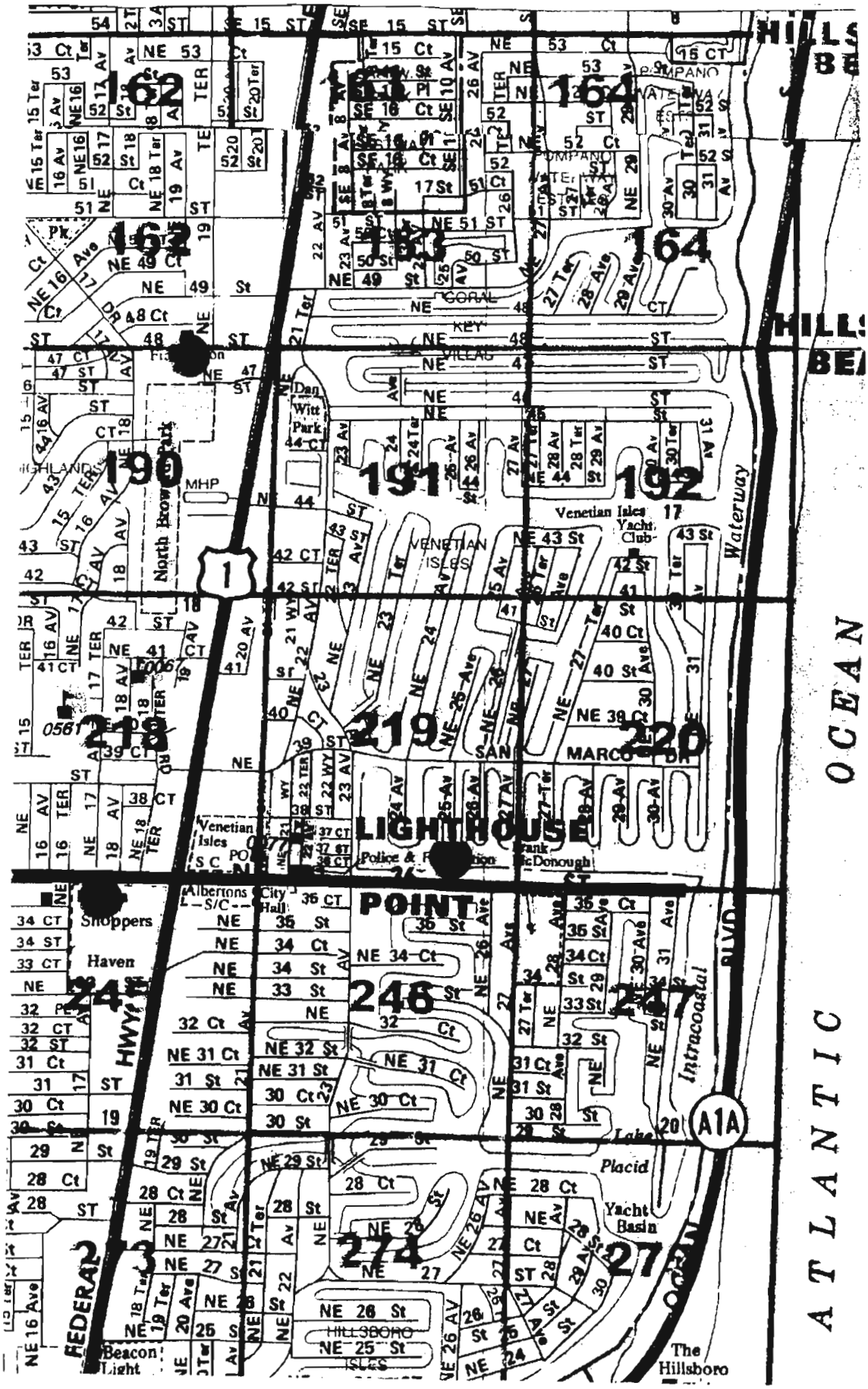
_____
NOTARY PUBLIC, STATE OF FLORIDA

Jennifer M. Oh
(Name of Acknowledger Typed, Printed or Stamped)

DD887542
Commission Number

L:/agr/fire/2010-1839/automatic aid agreement

EXHIBIT A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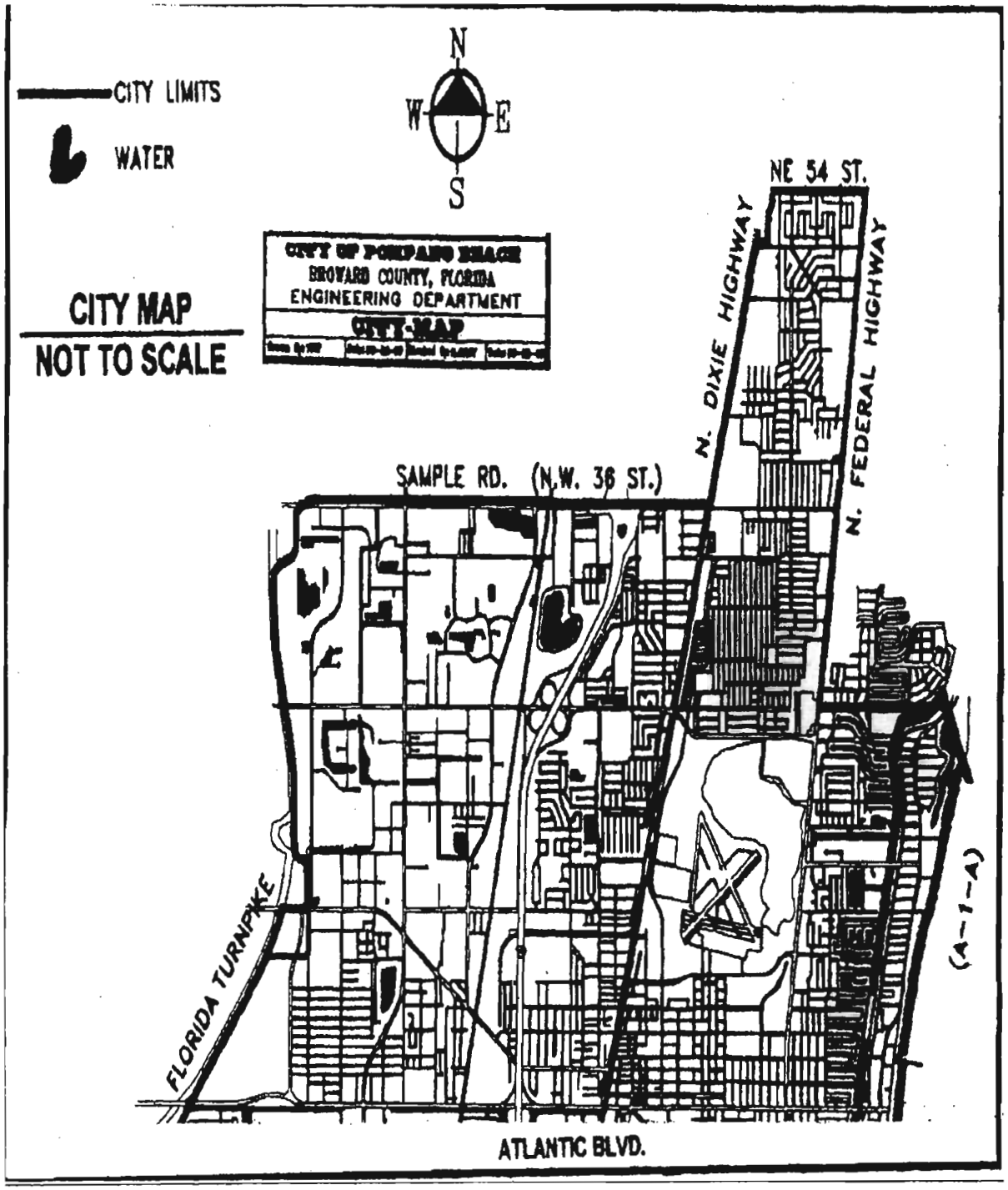
LIGHTHOUSE
POINT
SAN MARCO DR
VENETIAN ISLES
Venetian Isles Yacht Club
Waterway
Intracoastal
Lake Placid
Yacht Basin
Dan Witt Park
North Broward Park
Albertons S/C
City Hall
Shoppers Haven
Beacon Light
The Hillsboro
HILLSBORO ISLES
FEDERAL HWY
A1A
ATLANTIC OCEAN

EXHIBIT B


CITY LIMITS
WATER
N
W
E
S
CITY OF POMPANO BEACH
BROWARD COUNTY, FLORIDA
ENGINEERING DEPARTMENT
CITY MAP
CITY MAP
NOT TO SCALE
NE 54 ST.
N. DIXIE HIGHWAY
N. FEDERAL HIGHWAY
SAMPLE RD. (N.W. 36 ST.)
FLORIDA TURNPIKE
(A-1-A)
ATLANTIC BLVD.

EXIHIBIT C
AUTOMATIC RESPONSE AREA, IN-SERVICE RESOURCES

City of Pompano Beach:

ALS Engine Company	(2)
ALS Rescue/Transport	(1)
Battalion Chief	(1)
EMS Captain	(1)
Squad	(1)

City of Lighthouse Point

BLS Ladder Company	(1) L-22
ALS Engine Company	(1) E-22

Meeting Date: September 8, 2015 Agenda Item 13

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, OPPOSING THE OIL DRILLING PERMIT APPLICATION SUBMITTED BY KANTER REAL ESTATE LLC, A FLORIDA FOR PROFIT LIMITED LIABILITY CORPORATION, TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SEEKING OIL DRILLING RIGHTS ON PROPERTY LOCATED IN THE FLORIDA EVERGLADES IN BROWARD COUNTY, AND SUPPORTING EFFORTS OPPOSING EXTREME WELL STIMULATION, HYDRAULIC FRACTURING, ACID FRACTURING, AND ANY FORM OF EXTREME WELL STIMULATION FOR PURPOSES OF RESOURCE EXTRACTION; PROVIDING FOR DISTRIBUTION OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.**

Summary of Purpose and Why:

Opposing Oil Drilling Permit Application Submitted by Kanter Real Estate Seeking Oil Drilling Rights In Broward County

(1) Origin of request for this action: Lamar Fisher
(2) Primary staff contact: Mark E. Berman, Assistant City Attorney Ext. 4614
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding:

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	8/21/15		See City Attorney's Comm. #2015-1460

X City Manager

ACTION TAKEN BY COMMISSION:

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

l:comsn/2015-1461

City Attorney's Communication #2015-1460
August 21, 2015

TO: Dennis W. Beach, City Manager

FROM: Mark E. Berman, Assistant City Attorney

RE: Resolution – Drilling Permit (Kanter Real Estate LLC)

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, OPPOSING THE OIL DRILLING PERMIT APPLICATION SUBMITTED BY KANTER REAL ESTATE LLC, A FLORIDA FOR PROFIT LIMITED LIABILITY CORPORATION, TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SEEKING OIL DRILLING RIGHTS ON PROPERTY LOCATED IN THE FLORIDA EVERGLADES IN BROWARD COUNTY, AND SUPPORTING EFFORTS OPPOSING EXTREME WELL STIMULATION, HYDRAULIC FRACTURING, ACID FRACTURING, AND ANY FORM OF EXTREME WELL STIMULATION FOR PURPOSES OF RESOURCE EXTRACTION; PROVIDING FOR DISTRIBUTION OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.**

Please place this matter on the September 8, 2015 City Commission Agenda. I have attached a Commission Agenda Cover Sheet for your convenience.

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

MARK E. BERMAN

MEB/ds
l:cor/manager/2015-1460
Attachments

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, OPPOSING THE OIL DRILLING PERMIT APPLICATION SUBMITTED BY KANTER REAL ESTATE LLC, A FLORIDA FOR PROFIT LIMITED LIABILITY CORPORATION, TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SEEKING OIL DRILLING RIGHTS ON PROPERTY LOCATED IN THE FLORIDA EVERGLADES IN BROWARD COUNTY, AND SUPPORTING EFFORTS OPPOSING EXTREME WELL STIMULATION, HYDRAULIC FRACTURING, ACID FRACTURING, AND ANY FORM OF EXTREME WELL STIMULATION FOR PURPOSES OF RESOURCE EXTRACTION; PROVIDING FOR DISTRIBUTION OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City recently learned that Kanter Real Estate LLC, a Florida for profit limited liability corporation ("Kanter"), has submitted an application for an oil drilling permit to the Florida Department of Environmental Protection seeking authorization to conduct exploratory oil well drilling operations on property in the Florida Everglades owned by Kanter and located approximately twelve (12) miles from the City of Sunrise's city limits, and six miles west of Miramar's city limits; and

WHEREAS, if granted, the oil drilling is anticipated to exceed 11,000 feet in depth, well below the area known as the Biscayne Aquifer, which provides the water supply for many residents of Broward County; and

WHEREAS, the City, along with many local agencies, have expressed substantial concerns about the potential harmful effects of the proposed drilling, including potential adverse environmental impacts such as the degradation and possible contamination of the Biscayne Aquifer,

the substantial impact that such drilling operations will have on the Florida Everglades fragile ecosystem comprised of water supplies, plant and vegetation, as well as the possible harm and injury to wildlife; and

WHEREAS, extreme well stimulation such as hydraulic and acid fracturing (also known as "fracking") is the process of pumping a complex mix of fluids and chemicals, including large volumes of water, under very high pressure into or below the surface of the ground to create fractures in oil – or gas-bearing geologic formations for the purpose of producing or recovering oil or gas; and

WHEREAS, many of the chemical constitutes injected during fracturing have documented adverse effects on human health and the environment; and

WHEREAS, after being injected into the ground, the chemicals used in the fracking process can leach into groundwater supplies, contaminating drinking water for local residents; and

WHEREAS, there have been more than 1,000 documented cases of water contamination near fracking sites; and

WHEREAS, use of these well stimulation fracturing mixes exposes adjacent land and surface waters to the risk of contamination through open pit storage, truck transport on roadways, and activities during well development such as the exploratory well sought by Kanter; and

WHEREAS, in parts of the United States where hydraulic fracturing has occurred, including California, Texas, Colorado, Pennsylvania and Wyoming, there have been numerous complaints and legal actions because of contamination of drinking water with arsenic, methane, neurotoxins, and other proven and suspected carcinogens; and

WHEREAS, as with oil and gas wells, the material used for the pipelines will age and degrade over time, increasing the likelihood of leaks. Pipeline accidents are a regular occurrence nationwide. Legislation or regulations will not stop these leaks and spills as history has clearly shown; and

WHEREAS, after decades of work on an Everglades restoration plan with billions of dollars invested, it would be unacceptable and hazardous to allow drilling and fracking for oil in the Everglades, Big Cypress, and other nearby ecosystem areas. Accidents, spills, and releases of air and water pollutants, such as benzene, metals and hydrogen sulfide, will likely occur; and

WHEREAS, a spill, leak or other accident in Big Cypress or the Everglades would create a nightmare scenario for water supplies, wildlife and drinking water, including the ecosystem, which feeds the spawning grounds of Ten Thousand Islands, affecting much of the state's fishing industry; and

WHEREAS, as we have seen in the Deepwater Horizon disaster, regulation and potential penalties will have not meaningfully prevent catastrophic accidents involving drilling; and

WHEREAS, the wise stewardship of our natural resources involves protection of Florida's water supplies, wildlife and water resources for generations to come; and

WHEREAS, as a result of Amendment One, the Florida Constitution now requires that the legislature take immediate and certain steps to protect, restore and preserve Florida's lands and water resources by preventing contamination and environmental degradation, rather than attempting to clean up contamination and restore degraded environments, which may not be possible, after the fact; and

WHEREAS, Florida's water supplies and resources are better protected through the prevention of contamination and environmental degradation from the outset, rather than the cleanup of contamination and restoration of degraded environments after the fact; and

WHEREAS, the City Commission deems it to be in the best interest of the residents of the City of Pompano Beach to present its vehement opposition to the Kanter oil drilling permit application and resultant operations, since the City of Pompano Beach is located in Broward County and may suffer substantial adverse impacts associated with the exploratory oil drilling sought by Kanter.

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

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. That the City of Pompano Beach hereby publicly expresses its vehement opposition to the exploratory oil drilling operations sought by Kanter Real Estate LLC in the area located approximately six miles west of Miramar's city limits, and twelve miles from the City of Sunrise, and urges Broward County and all municipalities in Broward County to consider similar legislation opposing the efforts of Kanter.

Section 3. The City hereby supports a statewide ban on the use of extreme well stimulation, hydraulic fracturing, acid fracturing, and any form of extreme well stimulation for purposes of resource extraction as well as a prohibition on the disposal or related materials and byproducts anywhere within the State of Florida or in the waters adjacent to the State.

Section 4. The City hereby opposes any legislation that would allow or authorize more permits to allow fracking to expand in Florida and/or keeping secret from the public (in

effect a public record "gag order,") health authorities, physicians or governmental entities, the use, type and amount of any hazardous chemicals, or substances used in fracking or other oil or gas extraction methods

Section 5. The City Attorney is hereby authorized to consult with other City Attorneys on strategies and/or options available to the City with regard to the opposition to the Kanter application as well as the expansion of drilling activities in the Everglades.

Section 6. The City Clerk is directed to send a copy of this Resolution to Broward County and all cities within Broward County.

Section 7. This Resolution shall effective immediately upon its passage.

PASSED AND ADOPTED THIS _____day of September, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

MEB/ds
8/21/15
l:reso/2015-459

Meeting Date: September 8, 2015

Agenda Item 14

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 A THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE CREATION OF THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION; PROVIDING AN EFFECTIVE DATE.**

Summary of Purpose and Why:

Approving Third Amendment to the Interlocal Agreement for the creation of the Broward County Metropolitan Planning Organization

(1) Origin of request for this action: Lamar Fisher and Charlotte Burrie
(2) Primary staff contact: Greg Harrison — Ext. 4614
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding:

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	8/24/15		See City Attorney's Comm. #2015-1468

X City Manager

ACTION TAKEN BY COMMISSION:

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

l:comsn/2015-1469

broward MPO
metropolitan planning organization

July 9, 2015

The Honorable Charlotte Burrie
Vice Mayor
City of Pompano Beach
100 W Atlantic Boulevard
Pompano Beach, FL 33060

RE: Third Amendment to the Interlocal Agreement for the Creation of the Broward Metropolitan Planning Organization

Dear Vice Mayor Burrie,

The Metropolitan Planning Organization (MPO) Board of Directors requests your governing body to schedule and adopt the attached resolution. At the April 9 2015 MPO Board Meeting, the Board approved the Third Amendment to the Interlocal Agreement for the Creation of the Broward Metropolitan Planning Organization (Agenda Item A-1).

When approved, the Third Amendment will allow the number of voting members to expand to 25 members, the maximum allowed under Florida Statute. The alternate voting members from the cities of Coconut Creek, Hallandale Beach, Margate, North Lauderdale, and Oakland Park will become full voting members as is allowed by the Interlocal Agreement. Also, the Amendment will allow for the addition of one Broward County Commissioner to the Board. The additional alternate voting members will continue to hold voting rights when one or more of the voting members are not present. Whether a voting or alternate member, all members are encouraged to participate at all meetings. Ultimately, the structure of the MPO's voting districts will not be changed as part of the Amendment and the total number of members (voting and non-voting) will increase to 38 members.

If you would like, I can arrange to meet with you along with your City Manager and Technical Coordinating Committee (TCC) Representative to coordinate placement of this item on the upcoming agenda for your Commission Meeting and discuss any questions your Commission may have.

We look forward to working with you on this effort.

Best regards,

Gregory Stuart, Executive Director
Broward Metropolitan Planning Organization
Enclosure
gs/at

Chair
Richard Blattner
Vice Chair
Bryan Caletry
Second Vice Chair
Bruce G. Roberts

Members/ Alternates
Mitzie Belvedere
Mark Brown
Charlotte Burrie
Yvette Colbourne
Joy Cooper
Walter Duke
Dorothy Eldridge
Toby Fluger
Jerry Gladson
Tom Green
Patricia Good
Dale Holness
Rich Jacobs
Sandy Johnson
Eric H. Jones, Jr.
Richard J. Kaplan
Joey Lent
Lisa Maitlin
Sharon Moskowitz
Arthur A. Mohammed
Frank Orsa
Dalyna Pinto
Ramon Rojas
David Rosenberg
Richard Rosenberg
Tim Ryan
Barbara Sharief
Ingrid Simons
Lawrence A. Stafford
Gregory Tomlin
Larry Vigoria
Lois Wexler
Beverly Williams

Executive Director
Gregory Stuart
General Counsel
Alan Gabriel

Trade Centre South . 100 West Cypress Creek Road, Suite 850 Fort Lauderdale, FL 33309-2112 . Phone 954.876.0033

www.browardMPO.org

[illegible]

City Attorney's Communication #2015-1468

August 24, 2015

TO: Dennis W. Beach, City Manager

FROM: Mark E. Berman, City Attorney

RE: Resolution – Third Amendment to Interlocal Agreement-Broward County Metropolitan Planning Organization

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

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING A THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE CREATION OF THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION; PROVIDING AN EFFECTIVE DATE.**

Please place this matter on the September 8, 2015 City Commission Agenda. I have attached a Commission Agenda Cover Sheet for your convenience.

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

MARK E. BERMAN

MEB/ds
l:cor/manager/2015-1468
Attachments

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING A THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE CREATION OF THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That a Third Amendment to the Interlocal Agreement for the Creation of the Broward County Metropolitan Planning Organization, a copy of which Third Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2: That the proper City officials are hereby authorized to execute said Third Amendment.

SECTION 3: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

MB/ds
8/24/15
L:/reso/2015-460

Return Recorded Document To:
Document Prepared By:

Proposed 3.18.15

Alan L. Gabriel, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Blvd., Suite 1900
Fort Lauderdale, Florida 33301

THIRD AMENDMENT TO

INTERLOCAL AGREEMENT FOR CREATION

OF THE BROWARD METROPOLITAN

PLANNING ORGANIZATION

Among

FLORIDA DEPARTMENT OF TRANPORTATION [non-voting member]; the COUNTY OF BROWARD, the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, the MUNICIPALITIES OF CORAL SPRINGS, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HOLLYWOOD, LAUDERHILL, MIRAMAR, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SUNRISE, TAMARAC AND WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA [Voting Members]

AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, DANIA BEACH, HALLANDALE BEACH, HILLSBORO BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, SEA RANCH LAKES, SOUTHWEST RANCHES, WEST PARK AND WILTON MANORS [Alternate Members], collectively known as "the Parties".

This Third Amendment to the Interlocal Agreement For Creation Of the Broward Metropolitan Planning Organization ("Third Amendment"), entered into by and among the Parties.

RECITALS

WHEREAS, the current applicable Interlocal Agreement for the Creation of the Broward Metropolitan Planning Organization ("Interlocal Agreement") was originally entered into March 7, 2000, and recorded on April 24, 2000, in Official Records Book 30444, Page 1278, in and for Broward County, Florida; and

WHEREAS, the Addendum to the Interlocal Agreement was recorded on September 13, 2005, in Official Records Book 40489, Page 711, in and for Broward County, Florida; and

WHEREAS, the Second Amendment to the Interlocal Agreement was recorded on September 18, 2006, in Official Records Book 42777, Page 1902, in and for Broward County, Florida; and

WHEREAS, the Parties desire to increase the voting membership of the Broward Metropolitan Planning Organization from 19 voting members (with 18 alternate members) to 25 voting members (with 13 alternate members); and

WHEREAS, the membership of the Broward Metropolitan Planning Organization has been reapportioned in accordance with Section 339.175(4), Florida Statutes and the Governor of the State of Florida has been duly notified of such reapportionment; and

WHEREAS, the municipal membership of the Broward Metropolitan Planning Organization as reapportioned in accordance with Section 339.175 (4), Florida Statutes is set forth on Table 1, attached hereto and incorporated by reference; and

WHEREAS, the undersigned Parties have determined that this Third Amendment to the Interlocal Agreement is consistent with Section 339.175(10), Florida Statutes; and

WHEREAS, the Parties have determined that this Third Amendment to the Interlocal Agreement is consistent with statutory requirements set forth in Section 163.01, Florida Statues, relating to Interlocal Agreements;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the Parties desiring to be legally bound, do agree as follows:

1. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the Parties knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Third Amendment or the original Interlocal Agreement, as amended.

2. Additional Municipal Voting Members. Upon the Effective Date of this Third Amendment, the Municipalities of **Coconut Creek, Hallandale Beach, Margate, North Lauderdale** and **Oakland Park** all of which are currently Alternate Municipal Representatives shall be Voting Members of the Broward Metropolitan Planning Organization in their respective Districts as evidenced in Table 1, attached hereto.

3. Additional Broward County Voting Members. Pursuant to the Interlocal Agreement, the South Florida Regional Transportation Authority ("SFRTA") formally known as the Tri-County Commuter Rail Authority, is a Voting Member represented at the Broward Metropolitan Organization by a Broward County Commissioner who is a member of the SFRTA. In addition, the Broward County Board of County Commissioners currently has three (3) non-municipal representative Voting Members. Upon the Effective Date of this Third Amendment, Broward County shall have one (1) additional County Commissioner as a Voting Member. Thus, a total of five (5) Broward County Commissioners shall be Voting Members on the Broward Metropolitan Organization as evidenced in Table 1.

4. Article 3, Section 3.01, "Establishment of MPO", is hereby amended to designate the legal name of this Metropolitan Planning Organization to be the "Broward Metropolitan Planning Organization".

5. Except as amended herein all other terms and conditions of the Interlocal Agreement recorded in OR Book 30444, Page 1278; the Addendum to the Interlocal Agreement in OR Book 40489, Page 711; and the Second Amendment to the Interlocal Agreement recorded in OR Book 42777, Page 1902 shall remain in full force and effect.

6. Enforcement by Parties Hereto. In the event of any judicial or administrative action to enforce or interpret this Third Amendment, or the Interlocal Agreement, as amended, each Party shall bear its own costs and attorney's fees in connection with such proceeding.

7. Execution of Third Amendment; Use of Counterpart Signature Pages. This Third Amendment, or the Interlocal Agreement, as amended, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

8. Effective Date. This Third Amendment shall become effective upon its filing in the public records of Broward County.

9. Cost of Recordation. The Broward Metropolitan Planning Organization agrees to pay for any costs of recordation or filing of this Third Amendment in the public record of Broward County. The recorded or filed original, or any amendment, shall be returned to the Broward Metropolitan Planning Organization for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Third Amendment To Interlocal Agreement For Creation of the Broward Metropolitan Planning Organization on the respective dates under each signature.

Signed, Sealed and Delivered in the presence of:

[Every member of the BMPO shall sign this Third Amendment with the appropriate witnesses]

[REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURE PAGES FOLLOW.]

"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:

_____
MARK E. BERMAN, 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: September 8, 2015 Agenda Item 15

REQUESTED COMMISSION ACTION:

x Consent ____ Ordinance x Resolution ____ Consideration ____ Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ACCEPTING CONVEYANCE OF REAL PROPERTY FROM BELLSOUTH TELECOMMUNICATIONS, LLC TO THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE **(No Cost)**.

Summary of Purpose and Why:
The City of Pompano Beach is currently engaged in construction on City property located at 200 NE 13th Street for the replacement of the Utilities Department Field Operation's Complex. During recent surveying, it came to the City's attention that our existing south chain link fence, which we assumed to be City's south property line, was actually located 10-feet within the adjacent Bellsouth Telecommunication's property. Bellsouth Telecommunications is willing to convey 10-feet of property to the City via attached Quit Claim Deed which enables the City to resume construction and be in compliance with the required landscape buffer and building setback.

Accomplishing this item supports achieving Objective 2.2.5, "Replace Utilities Field Office" 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: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Utilities	8/24/15	APPROVE	
City Attorney	8/24/15	APPROVE	
Finance	8/25/15	APPROVE	S. Lubble
Budget	8-25-15	APPROVE	

___ Advisory Board
___ Development Services Director
X City Manager

ACTION TAKEN BY COMMISSION:

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

City Attorney's Communication #2015-1437
August 19, 2015

TO: John Sfiropoulos, P.E.

FROM: Jill R. Mesojedec, FRP, Paralegal

VIA: Mark E. Berman, Assistant City Attorney

RE: Resolution Accepting Quit Claim Deed

As requested, I have prepared and attached the following form of Resolution:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ACCEPTING CONVEYANCE OF REAL PROPERTY FROM BELLSOUTH TELECOMMUNICATIONS, LLC TO THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.**

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

JILL R. MESOJEDEC

/jrm
l:cor/engr/2015-1437

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ACCEPTING CONVEYANCE OF REAL PROPERTY FROM BELLSOUTH TELECOMMUNICATIONS, LLC TO THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Bellsouth Telecommunications, LLC is willing to convey to the City of Pompano Beach certain real property via Quit Claim Deed; 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 Quit Claim Deed; 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 conveyance of real property from Bellsouth Telecommunications, LLC dated August 5' 2015, a copy of which is attached hereto and incorporated by reference 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 acquisition of the aforesaid property is for a public purpose, to wit: future right-of-way.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

/jrm
8/19/15
L:reso/2015-455

This Instrument Prepared By:
Gordon B. Linn, City Attorney
City of Pompano Beach
P. O. Box 2083
Pompano Beach, Florida 33061

QUIT CLAIM DEED

Pompano Beach, FL, 1117 NE 3rd Avenue (GLC E8439)

Executed this 5th day of August, 2015, by

BELLSOUTH TELECOMMUNICATIONS, LLC, a Georgia limited liability company, d/b/a AT&T Florida, formerly known as Southern Bell Telephone and Telegraph Company whose post office address is 675 West Peachtree Street, N.E., Suite 4500, Atlanta, GA 30375 , hereinafter referred to as "Party of the First Part," or "Grantor" to

CITY OF POMPANO BEACH, a municipal corporation of the County of Broward, State of Florida, whose post office address is 100 W. Atlantic Boulevard, P. O. Box 2083, Pompano Beach, Florida 33061, referred to as "Party of the Second Part."

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said first party, for and in consideration of the sum of TEN and No/100 DOLLARS ($10.00) in hand paid by the second party, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land situate, lying and being in the County of Broward, State of Florida, to-wit:

SEE EXHIBIT "A' ATTACHED HERETO AND MADE A PART HEREOF.

A PORTION OF FOLIO NO. 4842 35 00 0100

GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY REVOKES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY

KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY; AND SPECIFICALLY, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS OR SUBSTANCES, INCLUDING BUT NOT LIMITED TO ANY SUBSTANCES OR MATERIALS WHICH ARE NOW OR HEREAFTER MAY BE CLASSIFIED OR CONSIDERED TO BE HAZARDOUS OR TOXIC UNDER ANY FEDERAL, STATE OR MUNICIPAL STATUTES, REGULATIONS, RULES, ORDINANCES, ORDERS, DECREES, OR ANY OTHER MANDATE, IN ANY FORM WHATEVER, HAVING THE FORCE AND EFFECT OF LAW, INCLUDING BUT NOT LIMITED TO THE COMMON LAW OR ANY OTHER APPLICABLE RULES OF LAW. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY IS MADE "AS IS" AND WITH ALL FAULTS.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of said first party, either in law or equity, to the only proper use, benefit and behoof of said second party forever.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

BELLSOUTH TELECOMMUNICATIONS, LLC

Kimberly Perry
Signature of Witness

Kimberly Perry
(Print or type name of witness)

Beverly W Adams
Signature of Witness

BY: Gail L Lockhart

TITLE: Manager - CRE Portfolio Management

LEGAL DESCRIPTION:

A PORTION OF THE R.A. McNAB PROPERTY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL A, POMPANO BEACH WATER AND SEWER DIVISION PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 149, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID SOUTHWEST CORNER ALSO BEING THE NORTHWEST CORNER OF SAID R.A. McNAB PROPERTY PLAT; THENCE NORTH 88°10'43" EAST, ALONG THE SOUTH LINE OF SAID PARCEL A AND THE NORTH LINE OF SAID R.A. McNAB PROPERTY PLAT, FEET 471.70 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL A AND THE WEST RIGHT-OF-WAY LINE OF N.E. 3rd AVENUE; THENCE SOUTH 01°20'30" WEST, ALONG SAID RIGHT-OF-WAY LINE, 10.00 FEET TO A POINT ON A LINE 10.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH LINE AND SAID NORTH LINE, THENCE SOUTH 88°10'43" WEST, ALONG SAID PARALLEL LINE, 474.44 FEET TO A POINT ON THE WEST LINE OF SAID R.A. McNAB PROPERTY PLAT AND THE EASTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY (FEC); THENCE NORTH 13°57'36" EAST, ALONG WEST PLAT LINE AND SAID EASTERLY RIGHT-OF-WAY LINE, 10.39 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 4731 SQUARE FEET MORE OR LESS.

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE PER RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 88°10'43" EAST ALONG THE SOUTH LINE OF PARCEL A, POMPANO BEACH WATER AND SEWER DIVISION PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 149, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA,
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"= 100' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON JUNE 5, 2015 MEETS THE STANDARDS OF PRACTICE PER RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

MICHAEL M. MOSSEY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 5660
STATE OF FLORIDA

SKETCH & DESCRIPTION

A PORTION OF THE R.A. McNAB PROPERTY, PLAT BOOK 16, PAGE 24, B.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

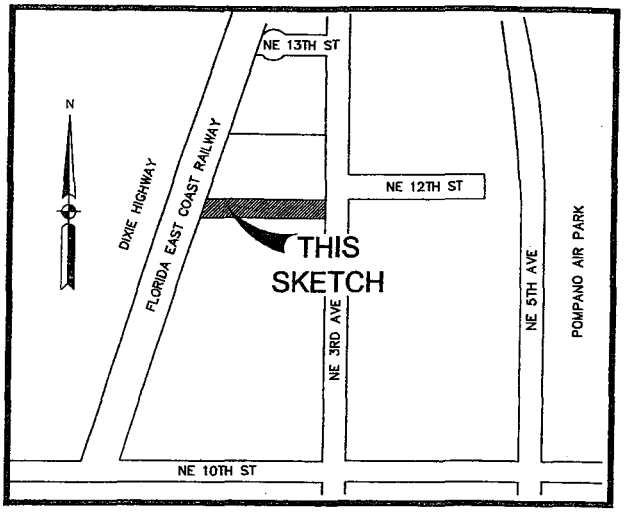
SHEET 1 OF 2
DRAWING NO. 07020.70 SKETCH & DESC OVERLAP.dwg

DATE 06/05/15
SCALE 1"=100'
FIELD BK. N/A
DWNG. BY MMM
CHK. BY MMM

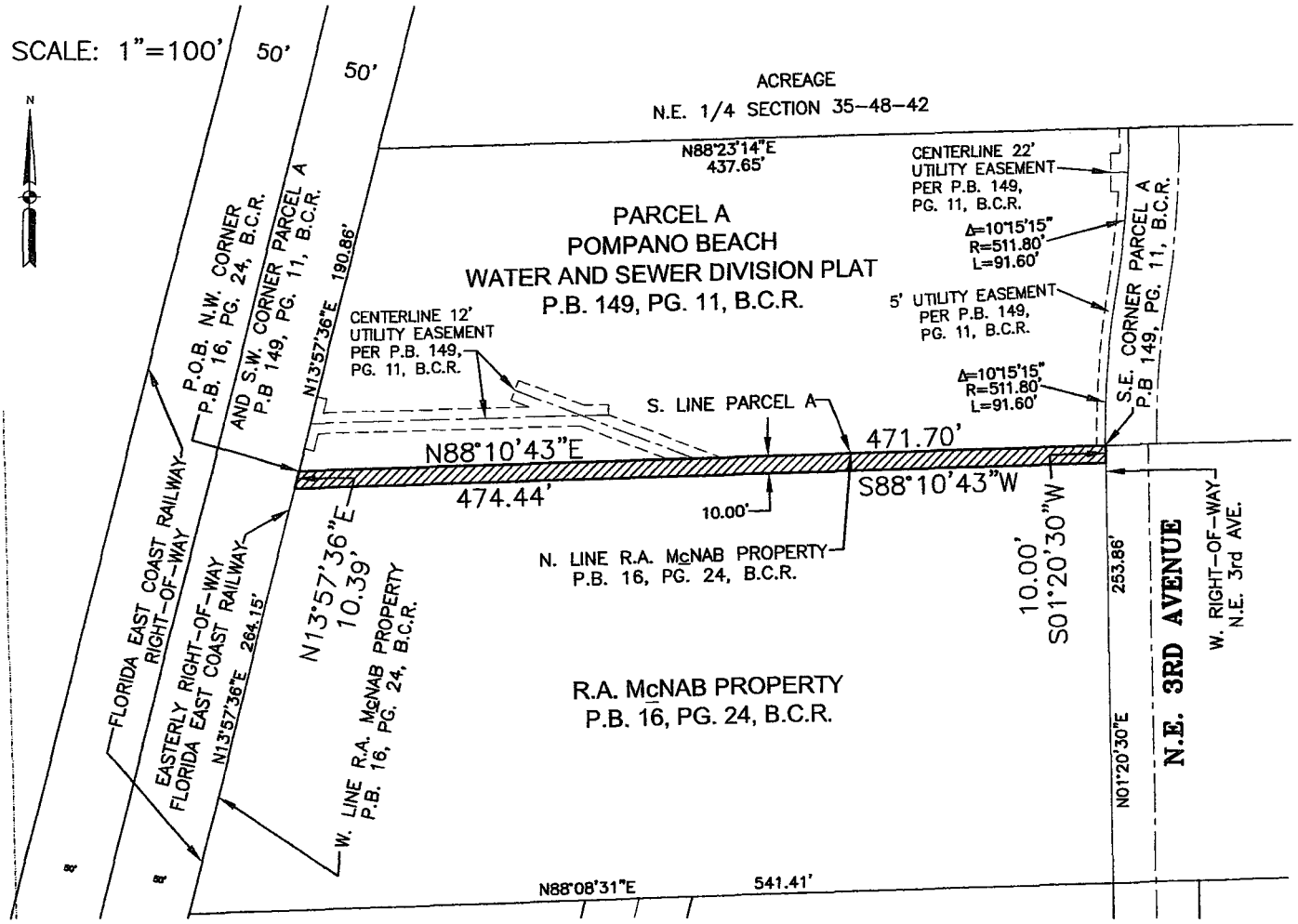
DATE	REVISIONS

LEGEND:

B.C.R. BROWARD COUNTY RECORDS
L.B. LICENSED BUSINESS
P.B. PLAT BOOK
PG. PAGE
P.O.B. POINT OF BEGINNING



LOCATION MAP:
NOT TO SCALE



SKETCH & DESCRIPTION

A PORTION OF THE R.A. McNAB PROPERTY, PLAT BOOK 16, PAGE 24, B.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. 07020.70 SKETCH & DESC OVERLAP.dwg

DATE 06/05/15
SCALE 1"=100'
FIELD BK. N/A
DWNG. BY MMM
CHK. BY MMM

DATE	REVISIONS

Beverly M. Adams
(Print or type name of witness)

STATE OF GEORGIA
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 5th day of August, 2015 by Gail S. Lockhart as Portfolio Manager of BELLSOUTH TELECOMMUNICATIONS, LLC, a Georgia limited liability company, who is personally known to me or who has produced Corporate ID as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF GEORGIA

Linda S. Edwards
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

GBL/ds
6/10/15
l:realest/2015-1106

OFFICIAL SEAL
LINDA S EDWARDS
Notary Public, Georgia
FULTON COUNTY
My Commission Expires
JUNE 7, 2019

"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:

_____
MARK E. BERMAN, 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: September 8, 2015 Agenda Item 16

REQUESTED COMMISSION ACTION:

x Consent ___ Ordinance x 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. 12 IN THE AMOUNT OF $149,853.00, PURSUANT TO THE CONSULTANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CAROLLO ENGINEERS, INC. FOR CONSTRUCTION MANAGEMENT SERVICES; PROVIDING AN EFFECTIVE DATE.

In 2012, Carollo Engineers developed the Electrical Master Plan for the Utilities Department which consisted of five (5) recommended phases of design and construction. Phase 1 design and construction has previously been completed. Phase 2 design has been completed and competitively bid, and the construction contracted has recently been awarded. The attached Task Authorization No. 12 is for construction management services in the amount of $149,853.00 which represents 11% of the total construction costs of $1.3 M (typical construction management is 10 – 15% of construction costs).

Accomplishing this item supports achieving Objective 3.2.2 "Complete all Approved Master Plan Projects" 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: $149,853 to CIP 11-194, Acct No. 420-7472-533-6503
From CIP 05 886, Acct No 420-7264-533-6512

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Utilities	8/26/15	APPROVE	
City Attorney	8/27/15	APPROVE	
Finance	8/26/15	APPROVE	A. Jonnea
Budget	8-27-15	APPROVE	

___ Advisory Board
___ Development Services Director
X City Manager

ACTION TAKEN BY COMMISSION:

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

City Attorney's Communication #2015-1476

August 25, 2015

TO: John Sfiropoulos, P.E.

FROM: Mark E. Berman, City Attorney

RE: Resolution – Carollo Engineers, Inc.

Pursuant to your memorandum dated August 24, 2015, Utilities Administration Memorandum No. 15-164, 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. 12 IN THE AMOUNT OF $149,853.00, PURSUANT TO THE CONSULTANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CAROLLO ENGINEERS, INC. FOR CONSTRUCTION MANAGEMENT SERVICES; PROVIDING AN EFFECTIVE DATE.**

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

MARK E. BERMAN

MEB/ds
l:cor/util/2015-1476
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 TASK AUTHORIZATION NO. 12 IN THE AMOUNT OF $149,853.00, PURSUANT TO THE CONSULTANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CAROLLO ENGINEERS, INC. FOR CONSTRUCTION MANAGEMENT SERVICES; 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 construction management services, 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

MEB/ds
8/25/15
I:reso/2015-463

PROFESSIONAL ENGINEERING SERVICES FOR WATER TREATMENT FACILITIES
CONTRACT RLIH-51-10
TASK AUTHORIZATION NO. 12

CONSTRUCTION PHASE SERVICES FOR
PHASE II ELECTRICAL MASTER PLAN IMPROVEMENTS:
HIGH SERVICES PUMP FACILITY
AUGUST 23, 2015

Introduction
This project will provide electrical capacity and reliability to meet current and future electric energy demands and service for the Lime Softening Water Treatment Plant's Electrical System supported by the Utilities Department 2012 Electrical Master Plan.

This scope provides the details for construction phase engineering services for the work shown in Carollo's contract documents entitled "Electrical Master Plan Phase II Improvements for the High Service Pump 1-4 Building". The City has elected to have Carollo Engineers provide part time observation of the Contractor's work for compliance with the design and specified requirements. This scope of work reflects the anticipated tasks that are typically required for a project of this size, and barring unforeseen circumstances, will be adequate for the project needs.

The details of the scope of work are as follows:

Task 1. Preconstruction Conference
Carollo will assist the CITY and attend a pre-construction conference with the City and the Contractor to review the proposed site for construction trailers, staffing responsibilities, project communication, project schedule, shop drawing handling, request for Information processing and discuss the Contractor's general work plan and requirements for the project.

This activity will be led and documented by Carollo.

Task 2. Coordinate with Contractor (Construction Meetings/Site Visits)

Progress meetings will be held on a biweekly basis with the Contractor. Twenty progress meetings are anticipated for the construction duration.

Construction inspections are expected to be provided by the City Building Department for compliance with pertinent building codes.

Carollo will provide part time site visits for observation of construction progress on an as needed basis. Carollo anticipates the following onsite observation requirements: Electrical-120 hours, Mechanical – 16 hours, Architectural/Structural--16 hours, and Civil-8 hours.

Task 3. Log/Review Contractor's Submittals

Carollo will be responsible for receiving, logging, reviewing and returning shop drawings and submittals. We will review drawings and other data submitted by the Contractor as required by the construction contract documents. The review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any of his contractual responsibility. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. A total of 52 submittals are anticipated for this project. If the Contractor submits incorrect data and the total quantity of normal and revised submittals becomes more than 52, then Engineer will notify the CITY for approval of additional engineering hours for submittals review.

Task 4. Respond to Requests for Information (RFI).

Carollo will receive and be responsible for logging and tracking requests for information from the Contractor. The scope assumes review of the Contractor's RFIs, preparation of responses and return to the Contractor. We anticipate that 28 RFIs will be received during the course of this project.

Task 5. Respond to Design Clarification Requests (DCR).

Carollo will coordinate design clarification requests with the Contractor and the City, and as appropriate, prepare responses to the requests and return to the Contractor. We anticipate that three DCRs will be received from the Contractor.

Task 6. Preparation of Drawings and Specifications for Change Orders

Carollo will prepare requests for proposals (RFP) for changes to the Contract Documents. Such requests will include preparation or markups of drawings and specifications for incorporation into the RFP. We anticipate that five change orders will be required during the course of this project.

Carollo will receive and review the Contractor's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the Contractor's proposal to complete the proposed changes. We will also provide an opinion on the response to request for change.

Task 7. Witness Field Testing

Carollo will be onsite during the electrical 5 kV Transformer testing, 480 volts switchboards and 5kV cable testing. We anticipate that 16 hours of field time will be necessary for this testing.

Task 8 . Review O&M Manuals

Carollo will review Contractor's and Manufacturer's O&M manuals for the electrical and mechanical systems. Carollo considers that preparation of an overall electrical system operations and maintenance manual will not be necessary. An estimate of 24 hours is budgeted for the review of Manufacturer's O&M manuals.

Task 9. Provide Specialty Startup Assistance

Upon completion of the construction work, Carollo will provide onsite personnel for observations of the manufacturer and /or Contractor general start-up of the electrical 5 kV equipment, 480 Volts equipment and speed control of backwash pumps. We anticipate that 32 hours of field time will be required for startup of key equipment.

Task 10. Construction Record / As-Built Documents

Carollo will revise design drawings to reflect field modifications or details submitted by Contractor for a final set of record drawings (Autocad format) and submit electronically to the City.

Task 11. Check Lists for Substantial and Final Completion

Carollo will prepare a construction punch list upon Substantial completion, and for Contractor's corrections prior to Final project completion.

Task 12. Assistance with Building Permits

Carollo will assist the CITY replying to questions or comments from the Building Department or issue if necessary revisions to the design documents. Carollo included twenty four hours of engineering time if necessary for addressing comments or requirements from the Building Department.

Task 13. Project Administration

Carollo will submit the electronic files for this project to the City at the conclusion of the work. Carollo will also review and comment on monthly pay applications by the Contractor.

Limits of Responsibility

Carollo shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Contractor work for the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to the Consultant, to fulfill contractual responsibilities to the City or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction.

Supplemental Services

The following supplemental services are not included in these construction phase services. Should any of these services be required, Carollo shall be entitled to additional compensation by the City:

1. Review and response to Contractor's Litigation Claims.
2. Preparation for and participation in any public progress and/or informational meetings.
3. Software or control system programming.
4. Offsite testing of equipment.
5. Provision of an experienced scheduler to analyze contractor's construction schedule and provide reports such as evaluation of productivity, out-of-sequence analysis, manpower utilization, etc.
6. NPDES stormwater monitoring and notification of Contractor non-compliance.

Schedule

The overall schedule for construction is anticipated to be complete within 9 months.

Fee

Compensation for services shall be based on an hourly billing rate basis with a maximum not to exceed Task Order fee of $149,853. The hourly billing rates for this project are as identified in Table 1 below.

Reimbursables:

Mileage to be reimbursed at the IRS rate.

Project communication/printing charge to be reimbursed at $11.70/hour

Total Reimbursables will not exceed $ 3,533.

Table 1: Hourly Billing Rates

Staff	Rate
Elizabeth Fujikawa, P.E. (Senior Professional)	$226.00
Joel Smason, S.E. (Project Professional)	$184.00
QA Reviewer (Lead Project Professional)	$205.00
CAD Technician (Senior Technician)	$116.00
Contract Document Manager (Senior Administrator)	$ 92.00

Subconsultant Participation

The Carollo team will include the following subconsultants:

1. Gamboa Engineers, LLC; Mario Gamboa, P.E., to provide electrical engineering services. Gamboa Engineers is a minority owned firm.

"CORPORATION":

Witnesses:

Carollo Engineers Inc.
Corporation Name

Signature

Elizabeth Fujikawa, P.E.
Printed Name

Vice President
Title

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24th day of August, 2015 by Elizabeth Fujikawa, as Vice President, of Carollo Engineers, Inc., 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

JANICE MUDD
Commission # EE 216919
Expires November 14, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

Janice Mudd
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number EE 216919

"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:

_____
MARK E. BERMAN, 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

#16

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
BUDGET ADJUSTMENT

ORIGINATING DEPT.: Util Admin

DATE: 08/26/15

ACCOUNT DESCRIPTION	FND	DP	DV	SUB	EL	OB	AVAILABLE FUNDS	CURRENT BUDGET	* INCREASE	* DECREASE	REVISED BUDGET
Electrical Improvement	420	74	72	533	65	03	4P 11194		150,000		
WTP Maintenance	420	72	64	533	65	12	CIP 05886			150,000	
								TOTAL	150,000	150,000	

*** USE WHOLE DOLLARS ONLY**

REASON: To accompany Agenda item for Carollo Engineering Construction Management Services work order No. 12

Department Head — Date: 8/27/15

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 ____

Finance Director	Date	Budget Office	Date	City Manager	Date	AUDITED BY	INPUT BY	CONTROL NO.
A. Jeanne	8/26/15					8/26		

PB 1330 (Revised 5/05)

Distribution By Finance: White Copy - Finance. Yellow Copy - Department Pink Copy - Budget.

Meeting Date: September 8, 2015 Agenda Item 17

REQUESTED COMMISSION ACTION:

X Consent ____ Ordinance X Resolution ____ Consideration/Discussion ____ Presentation

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PERPETUAL PUBLIC EASEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Summary: The applicant has received site plan approval for the property located at 801 NW 33rd Street. Condition #2 on the applicant's development order required a public easement be executed in order to meet code requirements. The easement runs parallel to the NW 8th Avenue right-of-way, along the eastern property line. The City Engineer & Risk Manager have reviewed the agreement and had no objections.

(1) Origin of request for this action: South Florida Regional Transportation Authority
(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	8/21/2015	Approval	
City Attorney	7/6/2015		CAC: #2015-1161

X Advisory Board Planning & Zoning Board (Site Plan: 14-12000044)

X City Manager

ACTION TAKEN BY COMMISSION:

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

City Attorney's Communication #2015-1161
July 6, 2015

TO: Daniel T. Keester, Planner

FROM: Gordon B. Linn, City Attorney

RE: Resolution – Perpetual Public Right-of-Way Easement

As requested in your memorandum of June 26, 2015, Department of Development Services Memorandum #15-341, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Resolution captioned as follows:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PERPETUAL PUBLIC RIGHT-OF-WAY EASEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY; 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/2015-1161

Attachments

RESOLUTION NO. 2015- _____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PERPETUAL PUBLIC RIGHT-OF-WAY EASEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Florida Regional Transportation Authority is the owner of a parcel of real property and has agreed to grant a perpetual public right-of-way 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 South Florida Regional Transportation Authority 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, for the consideration of $10.00. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the South Florida Regional Transportation Authority.

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

GBL/jrm
7/6/15
l:reso/2015-409

PREPARED BY:

SIDEWALK EASEMENT
AGREEMENT

THIS AGREEMENT, made this 8 day of September, 2015, by the South Florida Regional Transportation Authority (OWNER), and the City of Pompano Beach, Florida (CITY), a Florida municipal corporation (collectively, the parties).

WITNESSETH:

WHEREAS, the OWNER owns certain real property (Easement Premises) within the CITY; and

WHEREAS, the Easement Premises is legally described in Exhibit "A" attached to and incorporated within this Agreement by this reference; and

WHEREAS, the parties have determined that it is in their mutual and preferred interests for the OWNER to grant to the CITY an easement in, along, and upon the Easement Premises for use as a public sidewalk;

NOW, THEREFORE, the parties agree as follows:

1. EASEMENT GRANTED. Subject to the terms and conditions set forth in this Agreement, the OWNER hereby grants and conveys to the CITY a perpetual easement for a public sidewalk as well as a landscape area in, on, over, under, through and across the Easement Premises.

2. RIGHTS GRANTED. The OWNER agrees that the perpetual easement granted by this Agreement includes all reasonable rights of ingress and egress of the Easement Premises that are necessary to:

(A) Survey, construct, control, operate, maintain, replace, remove, or abandon in place the sidewalk and landscaping; and/or

(B) Exercise such other reasonable and implied rights granted by this Agreement, including the incidental right to enter upon the immediately adjoining lands owned by the OWNER to perform sidewalk and landscape installation and responsibilities set forth herein.

3. RIGHT TO USE. The OWNER reserves the right to use the Easement Premises in any manner that will not prevent or interfere with the rights granted to the CITY by this Agreement; provided, however, that the OWNER shall not obstruct or permit the obstruction of the Easement Premises at any time without the express prior written consent of the CITY.

4. MAINTENANCE. Maintenance of the landscaping in and on the Easement Premises is the responsibility of the OWNER and maintenance of the sidewalk on the Easement Premises is the responsibility of OWNER, its successors and assigns.

5. RUNS WITH THE LAND. The OWNER agrees that all rights, title, interests, and privileges granted to the CITY by this Agreement, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, successors, assigns, and legal representatives.

6. LIMITATION OF USE. The CITY agrees that the rights granted to it by this Agreement shall be limited exclusively to the installation and/or maintenance of sidewalks, landscaping and uses similar thereto.

7. DUE CARE. The CITY agrees that its right to use the Easement Premises granted by this Agreement and the incidental right to enter upon the immediately adjoining lands owned by the OWNER to perform sidewalk installation and/or maintenance responsibilities set forth in this Agreement shall be exercised in such a manner as not to cause damage or destruction to or interruption of the use of the Easement Premises or such adjoining lands.

8. OTHER EASEMENTS. The CITY agrees that the OWNER shall have the right to grant other nonexclusive easements in, along, or upon the Easement Premises; provided, however, that:

(A) Any such other easements shall be subject to the easement granted to the CITY by the Agreement and shall not conflict with the improvements of the CITY; and

(B) If any easements damage the improvements of the CITY, the OWNER shall be responsible for the repair of such; and

(C) The CITY shall have first consented in writing to the terms, nature, and location of any such other easements to determine that the easements do not interfere with the CITY'S rights granted by this 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:

_____ (SEAL)
ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

_____
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

[END OF SIGNATURES]

IN WITNESS WHEREOF, Grantor has hereunto set their hand the day and year first above written.

"GRANTOR":

Witnesses:

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

BY: _____
C. Mikel Oglesby, Deputy Executive Director

Print Name: Diane Hdz. Del Calvo

Print Name: Marta Isla

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29th day of July 2015, by C. Mikel Oglesby, as Deputy Executive Director of the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, who is known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

SANDRA K. THOMPSON
Notary Public - State of Florida
Commission # FF 217836
My Comm. Expires Jul 30, 2019
Bonded through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA

SANDRA K. THOMPSON
(Name of Acknowledger Typed, Printed or Stamped)

FF 217836
Commission Number

Exhibit "A"

EASEMENT PREMISES

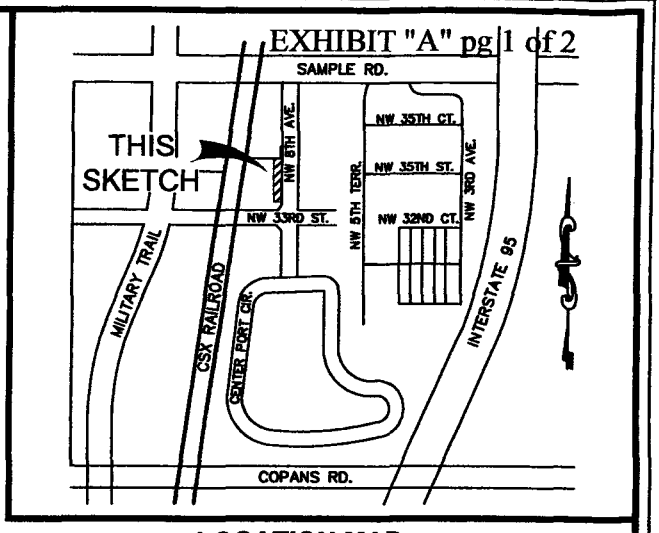
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A SIDEWALK EASEMENT, BEING 20.00 FEET IN WIDTH, LYING WITHIN PARCEL "A" OF THE PLAT OF MORNINGSTAR LAKE PARCELS, AS RECORDED IN PLAT BOOK 144, PAGE 2 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WESTERN MOST NORTHWEST CORNER OF SAID PARCEL "A", THENCE NORTH 88°40'37" EAST ON THE NORTHERLY LINE OF SAID PARCEL "A", 285.52 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF NW 8TH AVENUE; THENCE SOUTH 03°26'09" WEST ON SAID RIGHT-OF-WAY LINE, 69.90 FEET TO THE POINT OF BEGINNING. THENCE, CONTINUING ON THE SAID RIGHT-OF-WAY LINE, SOUTH 03°26'09" WEST, 119.50 FEET; THENCE SOUTH 01°17'41" EAST, 310.53 FEET; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 88°42'19" WEST, 20.00 FEET; THENCE NORTH 01°17'41" WEST, 311.36 FEET; THENCE NORTH 03°26'09" EAST, 120.32 FEET; THENCE SOUTH 86°33'51" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 8,617.1 SQUARE FEET, MORE OR LESS.



LOCATION MAP:
NOT TO SCALE

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 88°40'37" EAST ALONG THE NORTHERLY LINE OF PARCEL "A", MORNINGSTAR LAKE PARCELS, AS RECORDED IN PLAT BOOK 144, ON PAGE 2, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"= 60' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON JUNE 4, 2015 MEETS THE STANDARDS OF PRACTICE (FORMERLY RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE), PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

LEE POWERS
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 6085
STATE OF FLORIDA

SKETCH & DESCRIPTION
SIDEWALK EASEMENTS

SFRTA POMPANO BEACH TRI-RAIL STATION

POMPANO BEACH BROWARD COUNTY FLORIDA

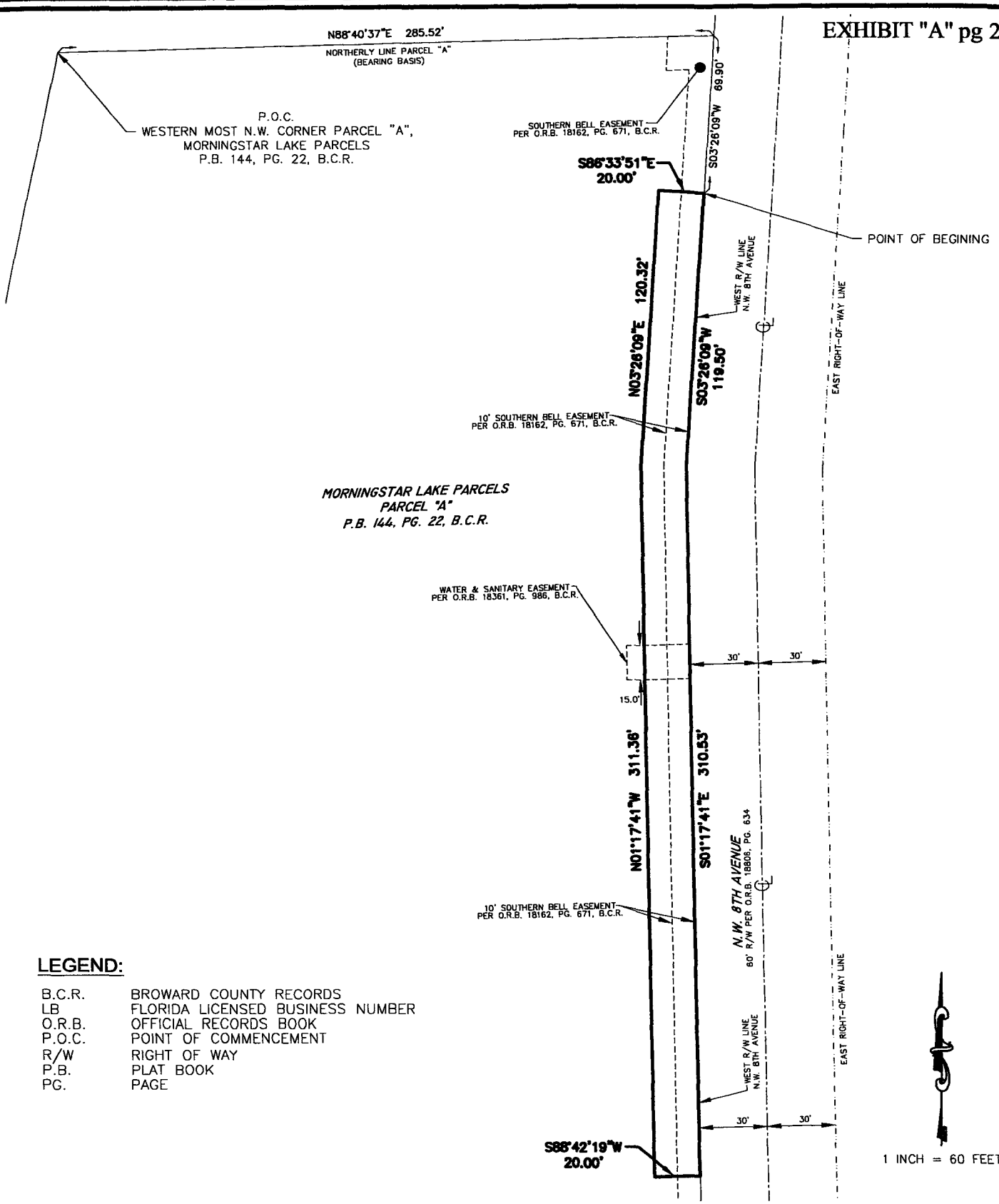
KEITH ASSOCIATES INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 1 OF 2
DRAWING NO. 07600.01 - Sidewalk Easement.dwg

DATE 06/04/15
SCALE 1"=60'
FIELD BK. N/A
DWNG. BY LKP
CHK. BY LKP

DATE	REVISIONS
06/18/15	COMBINE EASEMENTS

EXHIBIT "A" pg 2 of 2



LEGEND:

B.C.R.	BROWARD COUNTY RECORDS
LB	FLORIDA LICENSED BUSINESS NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT OF WAY
P.B.	PLAT BOOK
PG.	PAGE

SKETCH & DESCRIPTION
SIDEWALK EASEMENTS

SFRTA POMPANO BEACH TRI-RAIL STATION

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. 07600.01 - Sidewalk Easement.dwg

DATE 06/04/15
SCALE 1"=60'
FIELD BK. N/A
DWNG. BY LKP
CHK. BY LKP

DATE	REVISIONS
06/18/15	COMBINE EASEMENTS

Daniel Keester

From: Alessandra Delfico
Sent: Friday, June 26, 2015 2:52 PM
To: Daniel Keester; Eddie Beecher
Subject: RE: P&Z #14-12000044 - Sidewalk Easement

Now I remember this one.
It looks okay.

From: Daniel Keester
Sent: Friday, June 26, 2015 2:50 PM
To: Alessandra Delfico; Eddie Beecher
Subject: RE: P&Z #14-12000044 - Sidewalk Easement

Alessandra,

The attached site plan was the approved by the Planning & Zoning Board, for this project. The site plan does not show an easement, as it was a condition of approval to submit a sidewalk easement. Please let me know if you have any additional questions.

Daniel

From: Alessandra Delfico
Sent: Friday, June 26, 2015 11:16 AM
To: Daniel Keester; Eddie Beecher
Subject: RE: P&Z #14-12000044 - Sidewalk Easement

Do you have something that shows the plan of the sidewalk in the easement?

From: Daniel Keester
Sent: Friday, June 26, 2015 10:47 AM
To: Alessandra Delfico; Eddie Beecher
Subject: FW: P&Z #14-12000044 - Sidewalk Easement

Alessandra/ Eddie,

Attached please find a copy of a Sidewalk Easement. This easement agreement is in the word document for a sidewalk (the fields are obviously blank & not signed off by the owner) also included is a survey for the easement area. The applicant has gone through the site plan approval process, and it was a condition of approval to provide this easement for a portion of an existing sidewalk that was unable to be within the right-of-way. In the past, the City Attorney has requested these agreements be reviewed by both of you, to determine if this language should be altered. Should you have any comments please provide recommendation for revisions so that I may forward it to the applicant.

Also included are two copies of recently approved sidewalk easements. The applicant is very motivated to get this easement reviewed/ approved by the City Commission, and recorded, please provide me a reply at your earliest convenience.

Daniel Keester
Planner
Daniel.Keester@copbll.com
954.786.5541
pompanobeachfl.gov

From: Serig Charles E [mailto:SerigC@sfrta.fl.gov]
Sent: Friday, June 19, 2015 2:50 PM
To: Daniel Keester
Cc: Creed Brandy; Mazza Dan; Olson Jeffrey; Pratt Andrew
Subject: FW: P&Z #14-12000044 - Sidewalk Easement

Mr. Keester, on behalf of the SFRTA, please see the attached revised Sidewalk Easement Agreement and email comments below as well as the attached revised Sidewalk Easement Drawing for your review and use. Should you have any further comments, please notify me.

Regards,

Chuck

Charles E. Serig, RA
T·Y·LIN INTERNATIONAL
CE&I Services
SFRTA
800 NW 33rd Street
Pompano Beach, FL 33064
Direct Line: 954-788-7892
Cell: 305-781-2285
Fax: 954-942-3321

From: Creed Brandy
Sent: Tuesday, June 16, 2015 3:51 PM
To: Serig Charles E; Pratt Andrew
Subject: Fwd: P&Z #14-12000044 - Sidewalk Easement

Happy Connecting. Sent from my Sprint Samsung Galaxy S® 5 Sport

Daniel Keester

From: Eddie Beecher
Sent: Friday, June 26, 2015 3:22 PM
To: Daniel Keester; Alessandra Delfico
Subject: RE: P&Z #14-12000044 - Sidewalk Easement

Daniel,

I appreciate you taking the time to further explain the situation in this matter. Risk Management has no problem with the agreement and approves same.

Thank you,
Ed

From: Daniel Keester
Sent: Friday, June 26, 2015 10:47 AM
To: Alessandra Delfico; Eddie Beecher
Subject: FW: P&Z #14-12000044 - Sidewalk Easement

Alessandra/ Eddie,

Attached please find a copy of a Sidewalk Easement. This easement agreement is in the word document for a sidewalk (the fields are obviously blank & not signed off by the owner) also included is a survey for the easement area. The applicant has gone through the site plan approval process, and it was a condition of approval to provide this easement for a portion of an existing sidewalk that was unable to be within the right-of-way. In the past, the City Attorney has requested these agreements be reviewed by both of you, to determine if this language should be altered. Should you have any comments please provide recommendation for revisions so that I may forward it to the applicant.

Also included are two copies of recently approved sidewalk easements. The applicant is very motivated to get this easement reviewed/ approved by the City Commission, and recorded, please provide me a reply at your earliest convenience.

Daniel Keester
Planner
Daniel.Keester@copbfl.com
954.786.5541
pompanobeachfl.gov

From: Serig Charles E [mailto:SerigC@sfrta.fl.gov]
Sent: Friday, June 19, 2015 2:50 PM
To: Daniel Keester
Cc: Creed Brandy; Mazza Dan; Olson Jeffrey; Pratt Andrew
Subject: FW: P&Z #14-12000044 - Sidewalk Easement

Mr. Keester, on behalf of the SFRTA, please see the attached revised Sidewalk Easement Agreement and email comments below as well as the attached revised Sidewalk Easement Drawing for your review and use. Should you have any further comments, please notify me.

CITY OF POMPANO BEACH
BROWARD COUNTY
FLORIDA

DEVELOPMENT ORDER

PLANNING AND ZONING NO. 14-12000044

A DEVELOPMENT ORDER ISSUED BY THE PLANNING AND ZONING BOARD (LOCAL PLANNING AGENCY) OF THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, PURSUANT TO CHAPTER 155 OF THE CODE OF ORDINANCES; APPROVING WITH CONDITIONS THE APPLICATION FOR DEVELOPMENT PERMIT FOR THE **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY.**

WHEREAS, Section 155.2407, of the Code of Ordinances, defines the project referenced above as a Major Review; and

WHEREAS, Section 155.2204, of the Code of Ordinances, authorizes the Planning and Zoning Board (Local Planning Agency) to issue a final development order for the subject project to construct a 79,254 square foot three story operations center and a four story parking garage for a total building foot print of 75,007 square feet on a 4.41 acre site. The property is located at 3301 NW 8th Avenue; more specifically described in the legal description below.

A PORTION OF PARCEL "A", MORNINGSTAR LAKE PARCELS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 144, ON PAGE 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERN MOST NORTHWEST CORNER OF SAID PLAT; THENCE NORTH 88°40'37" EAST ALONG A NORTH LINE OF SAID PARCEL "A", SAID NORTH LINE ALSO BEING THE SOUTH LINE OF LOT 2, EVERffi SQUARE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 93, ON PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 285.52 FEET; THENCE DEPARTING SAID NORTH AND SOUTH LINE AND ALONG THE EAST LINE OF SAID LOT 2 AND WESTERLY LINE OF SAID PARCEL "A", NORTH 01°17'41" WEST, A DISTANCE OF 208.79 FEET; THENCE DEPARTING SAID EAST AND WESTERLY LINE AND ALONG THE NORTH LINE OF SAID PARCEL "A", NORTH 88°42'18" EAST, A DISTANCE OF 19.90 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NW. 8TH AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 18806, ON PAGE 634 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY LINE AND ALONG SAID WEST RIGHT -OF - WAY LINE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 03°26'09" WEST, 398.90 FEET; (2) SOUTH 01"17'41" EAST, 347.96 FEET; (3) SOUTH 43°40'52" WEST, 42.41 FEET TO A POINT ON THE NORTH RIGHT -OF-WAY LINE OF N.W.

33RD STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 18806, ON PAGE 634 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT -OF-WAY LINE, SOUTH 88°39'25" WEST, A DISTANCE OF 364.16 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL "A", SAID WEST LINE ALSO BEING THE EAST RIGHT -OF-WAY LINE OF THE C.S.X. RAILROAD; THENCE DEPARTING SAID SOUTH RIGHT -OF-WAY LINE AND ALONG SAID EAST AND WEST LINE, NORTH 10°48' 49" EAST, A DISTANCE OF 579.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 192,285 SQUARE FEET (4.41) ACRES MORE OR LESS, SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

LOT "D", BLOCK 1, NEW COVENANT CHURCH PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 105, ON PAGE 38 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, LESS THE SOUTH 65 FEET OF LOT "D", LESS RIGHT -OF-WAY FOR NORTH ANDREWS AVENUE EXTENSION DEEDED TO THE CITY OF POMPANO BEACH AS RECORDED IN OFFICIAL RECORDS BOOK 45574 ON PAGE 785 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CONTAINING 56,004 SQUARE FEET (1.29) ACRES MORE OR LESS, SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

WHEREAS, the Development Review Committee has met to review this project and has provided the applicant with written comments; and

WHEREAS, the Application for Development Permit is not in compliance with the applicable standards and minimum requirements of this Code, but the developer has agreed in writing that no building permit will be issued until those conditions the Development Services Director finds reasonably necessary to insure compliance are met; and

WHEREAS, copies of the survey and final site plan are on file with the Department of Development Services, stamped with the meeting date of March 25, 2015.

The Application for Development Permit is hereby approved by the Planning and Zoning Board (Local Planning Agency) subject to the following conditions and bases therefore:

1. Plat note amendment specifically limits development on the site to 79,000 sf of office use. Reduce the size of the building to comply with the plat note, or submit a plat note amendment.
2. The proposed public sidewalk along N.W. 8th Avenue must be located within the public street right-of-way or provide a public easement.
3. Revise photometric plans (SL 1.00) to include the light intensity reading along the property lines.
4. Building Base Plantings, as required by 155.5203 E, are not rendered as required by code. Revise plans to include the base building plantings because the calculations provided on sheet L101 does not comply with code, or seek relief.
5. The address must be revised to be NW 33rd Street, based on the orientation of the building, prior to building permit approval.
6. Structural Elements not intended for human occupancy may extend beyond the permitted 45 feet height maximum provided that they extend by no more than 25 percent of the height limit, as per 155.9402.B.2.
7. Provide the calculation of the percentage of fenestration/ transparency of each street facing façade of the ground level on the elevations, as per 155.5602.C.7.a.
8. Applicant shall provide evidence that the project will achieve at least twelve sustainable development points, prior to building permit approval.
9. Landscape & irrigation plans must meet zoning code requirements.
10. Building permit approval is subject to the City Commission approval of the rezoning application from I-1/PCI to I-1.

Be advised that pursuant to Section 155.2407 (G) of the Pompano Beach Code of Ordinances, a DEVELOPMENT ORDER for a site plan application shall remain in effect for a period of 24 months from the date of its issuance.

Heard before the Planning and Zoning Board/Local Planning Agency and Ordered this 25th day of March, 2015.

Jim Beeson 4/7/15
Jim Beeson Date
Chairman
Planning and Zoning Board/Local Planning Agency

Filed with the Advisory Board Secretary this 7th day of April, 2015.

Kerrie MacNeil
KERRIE MACNEIL
Zoning Technician

Meeting Date: September 8, 2015

Agenda Item 18

REQUESTED COMMISSION ACTION:

X Consent	Ordinance	Resolution	Consideration/ Discussion	Presentation

SHORT TITLE

A RESOLUTION OF THE CITY COMMISSION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FORM LETTER APPROVING THE DISTRIBUTION OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FUNDS; PROVIDING AN EFFECTIVE DATE. (Grant funds to be distributed: $404,212)

Summary of Purpose and Why:

To obtain approval for the Mayor to execute a letter approving the distribution of the Edward Byrne Memorial Justice Grant Assistance Program funds for projects within Broward County for FY2015/2016 in the amount of $404,212. In order to utilize the funds, support is needed by 51 percent of local units of government.

(1) Origin of request for this action: Mayor Lamar Fisher

(2) Primary staff contact: Greg Harrison, Assistant City Manager 786-4606

(3) Expiration of contract, if applicable:

(4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	8/26/15		
Finance	8/26/15	Approval	
Budget	8-27-15	Approval	

X City Manager

ACTION TAKEN BY COMMISSION:

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

City Attorney's Communication #2015-1482
August 25, 2015

TO: Greg Harrison, Assistant City Manager

FROM: Mark E. Berman, City Attorney

RE: Resolution – Edward Byrne Memorial Justice Assistance Grant Program Funds

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 THE MAYOR TO EXECUTE A FORM LETTER APPROVING THE DISTRIBUTION OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FUNDS FOR FEDERAL FISCAL YEAR 2015; PROVIDING AN EFFECTIVE DATE.**

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

MARK E. BERMAN

MEB/ds
l:cor/mgr/acm/2015-1482
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 MAYOR TO EXECUTE A FORM LETTER APPROVING THE DISTRIBUTION OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FUNDS FOR FEDERAL FISCAL YEAR 2015; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Form Letter Approving the Distribution of the Edward Byrne Memorial Justice Assistance Grant Program Funds, a copy of which letter is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the Mayor is hereby authorized to execute said Letter Approving the Distribution of the said program funds.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

MEB/ds
8/25/15
l:reso/2015-465

Shelley Bartholomew

Subject: FW: Response requested - Support Letter from Mayors - 2015/2016 Byrne/ JAG Grant
Attachments: Sample 51 percent letter - August 2015.docx

From: Wells, Mandy [mailto:MWELLS@broward.org]
Sent: Wednesday, August 19, 2015 4:48 PM
To: Raybin, Linda; Scott, Deborah; Burger, Randi; Cook, Carol; Krepel, Linda; Hamilton, Anika; Stevens, Deren
Subject: Response requested - Support Letter from Mayors - 2015/2016 Byrne/ JAG Grant

Dear Mayors and City Officials:

The Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program is administered by the U.S. Department of Justice and in Florida by the Florida Department of Law Enforcement (FDLE). Program funds are used to promote the state's efforts to reduce substance abuse and violence. As you may know, the Byrne Grant program was combined with the two Local Law Enforcement Block Grant programs (LLEBG) and is now called Justice Assistance Grant program or JAG. All three still have separate funding streams and separate application processes.

In May 2015, the United Way of Broward County, Commission on Substance Abuse, informed your office that as a result of a new federal requirement, Broward County will directly administer the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula (Byrne/JAG) Grant program beginning with the 2015-16 grant year. Although Broward County has been a grant recipient for more than 25 years; in the past, the United Way Commission on Substance Abuse managed grant administration functions for Broward County.

As in the past, this year announcements concerning the Byrne Grant process in Broward County were widely disseminated. The Broward County Human Services Department, Community Partnerships Division, issued a Request for Proposals on March 30, 2015. Following submission of grant applications, a comprehensive review process was completed by a rating committee comprised of County staff, community stakeholders and volunteers, many of whom had reviewed Byrne/JAG applications previously. The attached letter includes the resulting recommendations, which will be sent for approval by the Broward County Board of County Commissioners. Final approval of the grants is under the purview of FDLE.

In order to be able to utilize the **$404,212** in Byrne/ JAG Grant funds allocated to Broward County for the federal fiscal year 2015-2016, letters from the Mayors of local units of government (known as "51% letters") supporting the attached projects must accompany the packet of Byrne/ JAG Grant applications that are submitted to FDLE for funding consideration. The 51% letters must represent at least 51% of the units of government, which also represent at least 51% of the population located in the county. **These "51% letters" are required in order for Broward County to submit the Byrne grant applications.**

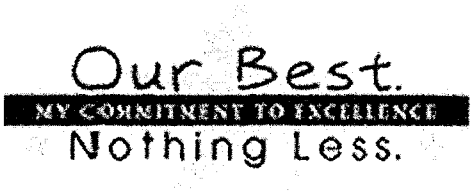
Enclosed please find a sample "51% letter" needed from local units of government, which must be included when the Byrne/JAG Grant applications are submitted by Broward County. The contents of this letter need to be **transferred to <u>your letterhead</u> and signed by you** and returned to the Broward County Community Partnerships Division **by September 4, 2015. <u>PLEASE DO NOT SEND THE LETTER DIRECTLY TO PETRINA HERRING</u>.** Please note that if someone other than you signs the letter, FDLE requires an additional document indicating that this person has signatory authority.

Please mail the original to me at the address below.

If you or your staff have questions or need additional information, please contact Deborah Scott, Special Projects Coordinator at (954 – 357-6338 or dascott@broward.org) or me (954-357-6898 or mwells@broward.org).

Thank you for your support. We look forward to working with you on the Byrne/JAG Grant program.

Mandy Wells, Director
Broward County Community Partnerships Division
115 S. Andrews Ave., A360
Fort Lauderdale, FL 33301
(954) 357-6398



Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit http://www.symanteccloud.com

pompano beach
Florida's Warmest Welcome

CITY COMMISSION

Lamar Fisher, Mayor
E: lamar.fisher@copbfl.com | P: 954.786.4623 | F: 954.786.4504

September 9, 2015

Ms. Petrina T. Herring
Administrator
Office of Criminal Justice Grants
Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Ms. Herring,

In compliance with State of Florida *Rule 11D-9*, F.A.C., the City of Pompano Beach, Florida approves the distribution of $404,212.00 of Federal Fiscal Year 2015 Edward Byrne Memorial JAG Program funds for the following projects within Broward County:

Sub-grantee (City or County)	**Title of Project - Provider Agency**	**Dollar Amount (Federal Funds)**
Broward County	Youth FORCE at Gulfstream Middle School South Broward Hospital District dba Memorial Healthcare System	$109,043
Broward County	Reach Counseling PACE Center for Girls, Inc.	$90,942
Broward County	Project Substance Abuse Prevention (SAP) Urban League of Broward County	$55,630
Broward County	Stars Banyan Health Systems	$73,194
Broward County	ASPIRA Leadership Club ASPIRA of Florida, Inc.	$38,727
Broward County	Mentoring It Better Sunshine Social Services dba SunServe	$36,676
Total Subgrantees: 6		**Total Dollar Amount $404,212**

Sincerely,

Lamar Fisher
Mayor

Meeting Date: September 8, 2015 Agenda Item 19

REQUESTED COMMISSION ACTION:

x Consent ____ Ordinance x Resolution ____ Consideration ____ Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND CALTROP CORPORATION TO LOCATE AND MARK UNDERGROUND UTILITIES SERVICES; PROVIDING AN EFFECTIVE DATE. IN THE AMOUNT OF $55,000

Summary of Purpose and Why:

To purchase Locate and mark underground Utilities Services from Caltrop Corporation based upon the City of Lauderhill bid/contract #P2014-001. The total estimated cost is $55,000.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Utilities Department
(2) Primary staff contact: A. Randolph Brown, Utilities Director Ext. 7044
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: $55,000 from budget funds in accounts: 412-3330-533-4650; 412-3520-533-4650; 425-3805-538-4650

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Utilities	8/24/15	APPROVE	[signature]
Budget	8-27-15	Approve	
Finance	8/27/15	Approval	S. Gable
City Attorney	8/25/15	[signature]	

[signature]
City Manager

[signature]

ACTION TAKEN BY COMMISSION:

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

City Attorney's Communication #2015-1470
August 24, 2015

TO: A. Randolph Brown, Utilities Director

FROM: Mark E. Berman, City Attorney

RE: Resolution – Service Contract for Caltrop Corporation

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

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND CALTROP CORPORATION TO LOCATE AND MARK UNDERGROUND UTILITIES SERVICES; PROVIDING AN EFFECTIVE DATE.**

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

MARK E. BERMAN

MEB/ds
L:cor/util/2015-1470
Attachments

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND CALTROP CORPORATION TO LOCATE AND MARK UNDERGROUND UTILITIES SERVICES; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Contract between the City of Pompano Beach and Caltrop Corporation to locate and mark underground utilities services, a copy of which Contract is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

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

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

MEB/ds
8/24/15
l:reso/2015-461

MEMORANDUM

Purchasing #15-106
August 14, 2015

To: Dennis W. Beach, City Manager

Through: Otis J. Thomas, General Services Director OJ

From: Cassandra LeMasurier, Purchasing Supervisor CL

Subject: Approval to Piggyback City of Lauderhill Contract P2014-001 with Caltrop Corporation to Locate / Mark Underground Utilities

Contract Need/Background

The Utilities Department requests approval to purchase Locate / Mark Underground Utilities Services, from Caltrop Corporation. The City of Lauderhill issued bid P2014-001 March 2014 and awarded the contract to Caltrop Corporation. The contract is valid through September 18, 2017, with the option to renew for an additional term of two (2) years.

Attached you will find copies of a memorandum from Utilities and the City of Lauderhill Contract which includes Caltrop Corporation's bid proposal and the City of Lauderhill bid as exhibits.

Funding

The Locate / Mark Underground Utilities Services will be funded from accounts 412-3330-533.46-50, 412-3520-533-5650 and 425-3805-538-4650 Repair and Maintenance / Special Services. Based upon usage the estimated expense will be $55,000.00 per fiscal year. The estimated total expenditure over the life of the contract, with renewal, may be $220,000.00.

Market Research

Purchasing has conducted market research to verify that no local Pompano Beach vendors provide this service. Previously the City of Pompano Beach piggybacked Broward County contract G0997313B1, awarded to Caltrop Corporation for this service. The Broward County contract will expire August 20, 2015. Broward County issued bid G1325001B1 for this service spring of 2015. Purchasing has reviewed the Broward County bid tabulation and when compared to the City of Lauderhill pricing with Caltrop Corporation and found the pricing of the Lauderhill contract to be lower for the standard locate and mark service.

Award Recommendation

After review of the City of Lauderhill bid and contract it is recommended that Caltrop Corporation be awarded a contract Locate / Mark Underground Utilities at the prices specified in the City of Lauderhill contract #P2014-001.

enclosures

cc: file

pompano beach
Florida's Warmest Welcome

City of Pompano Beach
UTILITIES ADMINISTRATION
Phone: (954) 545-7044 Fax: (954) 786-545-7046

MEMORANDUM NO. 15- 41

DATE: **August 17, 2015**

TO: **Greg Harrison, Acting City Manager**

FROM: **A. Randolph Brown, Utilities Director**

C: **Dennis W. Beach, City Manager**

SUBJECT: **Utility Locate Contract**

We have been piggybacking off of the Broward County contract for utility locates for the past two years. The contract was up in May of this year when Broward County put the contract out for bid. Their purchasing department rejected the first bids and extended the contract with Caltrop twice over the summer.

Last Tuesday, August 11th the County Commission selected a new locating company which means an end to our locate services contact on August 21st.

Since the County's contact ends leaving us without a locating contract we needed to secure a locate agreement in August. Caltrop has a contract that is better than the County's new contact with the City of Lauderhill. Attached is a piggyback contract and service agreement with Caltrop to continue services.

We will place on the September's agendas for a confirmation vote by the Commission.

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Caltrop Corporation, hereinafter referred to as "Contractor."

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

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

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

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide *Locate/Mark Underground Utilities services upon the terms and conditions herein set forth.*

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), *per the City of Lauderhill contract resulting from bid P2014-001* attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. *This Contract shall be for a term of one(1) year and shall begin with the date this Contract is fully executed by both parties.*

5. Renewal. *In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City shall have the option to renew this contract for an additional period of one (1) year term, provided that City will provide notification within sixty (60) days of termination date of its intention*

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

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

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

Invoices shall be submitted on a monthly basis.

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

10. Disputes.

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

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

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

If to Contractor: Caltrop Corporation
3400 Lakeside Drive, Suite 525
Miramar, Florida 33027

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

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

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

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

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

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

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

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

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

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

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

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such

Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

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

23. Public Records.

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

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

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

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

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

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

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

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

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

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

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

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

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

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:

_____
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

"CONTRACTOR"

Caltrop Corporation
(Print or type name of company here)

Witnesses:

Jose A Fenoren
(Print or Type Name)

Giovanni Ramirez

(Print or Type Name)

By: Johnny L. Flaskamp

Print Name: Johnny Flaskamp

Title: Florida Surveyor & Mapper Principal Officer

Business License No. 7901

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 21 day of August, 2015, by Johnny Flaskamp as Officer of Caltrop Corp, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced FL DL (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Linda Warnken
(Name of Acknowledger Typed, Printed or Stamped)

LINDA WARNKEN
MY COMMISSION # EE 855887
EXPIRES: January 24, 2017
Bonded Thru Notary Public Underwriters

Commission Number

l:agr/genl srvs/service contract

Exhibit A

AGREEMENT

BETWEEN THE

CITY OF LAUDERHILL

AND

CALTROP CORPORATION, INC.

FOR

LOCATE AND MARK UNDERGROUND UTILITIES

This Agreement is made and entered into the ___ day of August, 2014 by and between the City of Lauderhill, a Florida municipal corporation, ("CITY"), and Caltrop Corporation, ("CONTRACTOR") to Locate and Mark Underground Utilities. References in this Agreement to "City Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, on June 9, 2014 the City Commission adopted Resolution No. 14R-06-119, which approved Caltrop Corporation as the lowest ranked bidder to locate and mark utilities throughout the City of Lauderhill; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES

1.1 The CONTRACTOR must meet the requirements and perform the Locate and Mark Utility Services identified in the BID # P2014-001, attached hereto and made a part hereof, as Exhibit "A" and the CONTRACTOR'S Proposal, attached hereto and made a part hereof, as Exhibit "B".

1.2 CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the BID or Proposal in this Agreement in any of CONTRACTOR'S services pursuant to this Agreement.

SECTION 2. TERM

2.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend for a term of three (3) years.

2.2 After the initial three-year term, the CITY shall have the option to renew for an additional term of two (2) years, and upon completion of that period, the CITY

shall again have the option to renew for an additional term of two (2) years. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of the Agreement.

SECTION 3. COMPENSATION

3.1 The amount of compensation payable by the CITY to CONTRACTOR shall be based upon the rates and schedules as set forth in Attachment "C", attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its 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.

3.2 CONTRACTOR shall be compensated based only on the actual services performed, according to the CITY'S records, and based upon the payment schedule. The CITY shall process the payment to the CONTRACTOR on a monthly basis, paying all amounts that become due for the prior month in arrears. Payment may be withheld by the City Manager, for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.

3.3 Notwithstanding any provision of this Agreement to the contrary, City Manager may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of CONTRACTOR which has not been remedied or resolved in a manner satisfactory to City Manager. The amount withheld shall not be subject to payment of interest by CITY.

3.4 Payment shall be made to CONTRACTOR at:

Attention:
Caltrop Corporation
3400 Lakeside Drive, Suite 525
Miramar, FL 33027

or by Electronic Funds Transfer (EFT) as determined by the CITY.

3.5 CONTRACTOR agrees to keep such records and accounts as may be necessary, for such time period as required by Florida Statutes, in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such books and records shall be available at all reasonable times for examination and audit by CITY.

3.6 If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such as services provided in emergency situations, such additional work shall be performed, as authorized by the City Manager. Any such additional work agreed to by both parties shall be performed at the rate for additional work as set forth in the schedule of fees included in Exhibit "C".

SECTION 4. TERMINATION

4.1 This Agreement may be terminated for cause by action of the City if the CONTRACTOR is in breach and has not corrected the breach within sixty (60) days after written notice from the CITY identifying the breach, or for convenience by action of the City Manager upon not less than sixty (60) days' written notice by the City Manager. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event City Manager determines that termination is necessary to protect the public health, safety, or welfare.

This Agreement may be terminated for cause by the CONTRACTOR if the CITY is in breach and has not corrected the breach within sixty (60) days after written notice from the CONTRACTOR identifying the breach.

4.2 Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

4.4 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars ($10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.

4.5 In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 7.2 of this Agreement. In no event shall the CITY be liable to CONTRACTOR

for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

SECTION 5. INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR hereby agrees to indemnify and hold harmless the CITY, and its officials, employees and agents, from liabilities, damages, losses and costs including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager and the City Attorney, 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.

SECTION 6. INSURANCE

6.1 The Contractor shall furnish proof of required insurance 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.

6.2 The City of Lauderhill 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 Department.

6.3 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 RFP shall be deemed unacceptable, and shall be considered breach of contract.

6.4 Any firm performing work on behalf of the City of Lauderhill 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, Worker's Compensation Division at (850) 413-1601 or on the web at <http://www.fldfs.com>

6.5 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 should 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. Personal and Advertising Injury Liability
d. Products/Completed Operations
e. Broad Form Contractual Liability

Covering all owned, hired and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

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

Professional Liability (Errors & Omissions)

Limits: $2,000,000 per occurrence

This coverage should include, but not be 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

6.6 Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

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

Professional Liability (Errors & Omissions)

Limits: $2,000,000 per occurrence

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

6.8 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.

6.9 Certificate holder should be addressed as follows:
City of Lauderhill
Finance Department
5581 West Oakland Park Blvd.
Lauderhill, FL 33313

Contractor shall maintain general liability, workers compensation, builder's risk insurance and all other forms of insurance and/or bonds as specifically required in BID #P2014-001. It is further mutually agreed between the parties hereto that if, at any time after the execution of the Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five days after the receipt of notice from such form and amount with such surety or sureties as shall be satisfactory from the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

SECTION 7. MISCELLANEOUS

7.1 **Ownership of Documents**. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of 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 Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

7.2 **Audit and Inspection Rights and Retention of Records**. CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by CITY, 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 Act (Chapter 119, Florida Statutes), 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, unless CONTRACTOR is notified in writing by CITY of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. 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 Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. 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.

In addition, CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.

In addition, CONTRACTOR shall provide a complete copy of all working papers to the CITY, prior to final payment by the CITY, in accordance with the RFP for CONTRACTOR services.

7.3 **Policy of Non Discrimination.** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

7.4 **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), 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, for category two purchases for a period of thirty six (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 hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

7.5 **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 CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act 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 CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.

7.6 **Third Party Beneficiaries.** Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

7.7 **Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY:

Charles Faranda, City Manager
Lauderhill City Hall
5581 W. Oakland Park Blvd
Lauderhill, Florida 33313

With a copy to:

City Attorney
8850 W. Oakland Park Blvd, Suite 101
Sunrise, FL 33351

CONTRACTOR:

Caltrop Corporation
3400 Lakeside Drive, # 525
Miramar, FL 33027

7.8 **Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR. In addition, CONTRACTOR shall not subcontract any portion of the work required by this

Agreement, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the City Manager, subject to his approval.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP and to provide and perform such services to CITY'S satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

7.9 **Conflicts.** Neither CONTRACTOR nor its 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 related to its performance under this Agreement.

CONTRACTOR agrees that none of its 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 or she 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. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

7.10 **Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

7.11 **Materiality and Waiver of Breach**. CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. 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.

7.12 **Compliance with Laws**. CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

7.13 **Severance**. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.14 **Joint Preparation**. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

7.15 **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

7.16 **Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida.

7.17 **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.

7.18 **Prior Agreements**. This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements,

and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 above.

7.19 **Drug-Fee Workplace**. CONTRACTOR shall maintain a drug-free workplace.

7.20 **Incorporation by Reference**. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.

7.21 **Multiple Originals**. This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.

7.22 **Headings**. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

7.23 **Binding Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

7.24 **Public Records**. CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to CITY contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the CITY and the public to all documents subject to disclosures under applicable law. CONTRACTOR'S failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the CITY.

7.25 **Survival of Provisions**. Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

7.26 **Truth-in-Negotiation Certificate**. Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

AGREEMENT BETWEEN THE CITY OF LAUDERHILL AND CALTROP CORPORATION FOR LOCATE AND MARK UTILTIES SERVICES.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Lauderhill through its City Commission, signing by and through its City Manager, authorized to execute same by Commission action on the 9th day of June, 2014; and CALTROP Corporation authorized to execute same, through its General Manager.

CITY OF LAUDERHILL, through its City Commission

ATTEST:

Andrea Anderson, City Clerk

By: _____
Charles Faranda, City Manager
18th day of September, 2014

APPROVED AS TO FORM

City Attorney

WITNESSES:

Javad Rassouli
Print Name

Verna Adams
Print Name

CALTROP CORPORATION

By: _____
Alex Hashtroudi, General Manager

25th day of August, 2014

(CORPORATE SEAL)

STATEMENT OF QUALIFICATIONS

March 31, 2014

City of Lauderhill
ATTN: Honorable Mayor & City Commission
5581 West Oakland Park Blvd.
Lauderhill, Florida 33313

RE: LOCATE/MARK UNDERGROUND UTILITIES
BID NUMBER P2014-001

Dear City Officials:

It is with great honor that we introduce **CALTROP Corporation** to you and to the City of Lauderhill. Our company has been in business for over 20 years, and its expansion has reached the Florida shores. As a multi-discipline engineering firm spanning the globe, **CALTROP** is prepared and eager to serve your municipality with integrity and commitment unrivaled in the industry.

Our Survey and Utilities employees have served Florida for decades, and they have assembled a team of seasoned professionals to serve The City Lauderhill efficiently and accurately. Our similar project experience can attest to our work quality and customer service. The City can count on **CALTROP's** team to deliver a good product, on time and within budget.

Our team is ready to serve the City of Lauderhill with quality utility locating services. We look forward to working with your team under this contract.

Respectfully,

Javier E. Jimenez, PE
Associate Vice President
jjimenez@caltrop.com
(954) 874-7871

Xynthia Rodriguez, PSM
Survey & Utilities Manager
xrodriguez@caltrop.com
(813) 992-0863

A. Experience

CALTROP Corporation (CALTROP) has assembled a team versed in the laws and regulations, processes and methodologies of utility locating services. Our team consists of licensed surveyors and mappers, experienced field and office technicians that will follow the strictest standards and adhere to codes and regulations established by all pertinent agencies. We understand that our tasks under this contract will consist of locating underground utilities (facilities) owned and maintained by the City of Lauderhill (the City), as well as perform underground utility investigations through excavation methods on an as-needed basis, together with land surveying services consisting of providing GPS coordinates of exposed and investigated underground utilities. We intend to perform these services within the guidelines set by our profession, utilizing the most accurate and cost effective methods.

Our team's main objective is to satisfy the requirements and expectations of the City. Our professionals and technicians are committed to provide the services in a timely manner and within the budgets agreed. We believe that open and constant communication with the City's representatives and our team members will guarantee a smooth process for every task we handle.

The team members presented hereon have decades of experience in the field, including work with other government agencies on similar contracts. Their experience with the public facilities, footprints and work procedures is the reason why we feel that our team can serve the City's needs exceeding expectations. Our proposed project manager, Xynthia Rodriguez, PSM, has worked on similar contracts with **CALTROP** and with previous employers. Under her direction, her teams succeeded in performing with the utmost professionalism and accuracy, saving her clients thousands of dollars in fines and claims by others.

Ms. Rodriguez has translated her prior expertise to **CALTROP**, with some members of past teams and other members with the necessary experience to develop a utility locating program that serves the clients, protects the public and facilities, and gives employees a sense of pride and ownership of a work well-done.

Currently, **CALTROP** is serving Pasco and Broward Counties and the Cities of Pompano Beach and Boca Raton under contracts with similar scopes. Our team is also performing subsurface utility investigations using vacuum excavation methods for Tampa Electric Company and various private sector clients.

Our crews have been cross trained in both utility location techniques and land surveying, so our daily workers are aware of challenges and situations that an untrained eye might not see clearly. That training and knowledge will prove to be a valuable resource to the City in situations where property lines and construction activities may put facilities in harm's way. Our commitment goes beyond marks on the ground; we are committed to protect the City's facilities and form an alliance with contractors, City, Broward County and public to make damage prevention a priority for all involved.

CALTROP Corporation has teamed with Cardno TBE to provide the City with additional expertise, specifically in the innovative ground penetrating imaging technology.

Any contract requires a thorough process of checks and balances. Our project managers follow the strictest standards of project management and project accounting, providing all necessary documentation to all stakeholders related to each project. Working with public sector clients, we are keenly aware of the need to "dot all i's and cross all t's". Working with taxpayers' monies is a privilege and we do not take this lightly.

Our company has worked with public sector agencies throughout the Nation (CALTRANS, FDOT, USDOD, Counties, Cities) and our project administrators have years of experience working with various Florida municipalities and agencies. Our team trusts that our experience and success with other government sectors will translate into a successful relationship with the City of Lauderhill.

Transparency and accountability will be our mantra while administering this contract. The City can count on our team to set all pertinent procedures for cost controls, productivity measures, scheduling, proper invoices and backup documentation.

A. Workload and availability

All the professional resources proposed for this contract have made a commitment to dedicate between 40 and 60 percent of their time to this City of Lauderhill contract. Utility locators will dedicate 100 percent of their time to this contract. In addition, **CALTROP Corporation** has additional resources that can be assigned to this very important project, if needed. Our current contract with Broward County allows our locators to respond to the City's needs in a moment's notice. Our resources already cover the City's limits.

B. Licensing

CALTROP Corporation is a Florida licensed surveying business as well as a Florida licensed engineering business. Our project manager is a Florida licensed surveyor and mapper.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

February 24, 2013

CALTROP CORPORATION
9337 MILLIKEN AVE
RANCHO CUCAMONGA, CA 91730-6002

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB7901

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2015.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB7901**
Expiration Date February 28, 2015

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

CALTROP CORPORATION
3400 LAKESIDE DRIVE SUITE 525
MIRAMAR, FL 33027

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

State of Florida

Board of Professional Engineers
Attests that
CALTROP Corporation

FBPE

is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2015
Audit No: 228201504210

Certificate of Authorization

CA Lic. No: 29214

C. Tax Receipt

CALTROP's South Florida offices reside within the limits of the City of Miramar, Florida.

City of Miramar
Business Tax Receipt
Issue Date: 10/01/2013
Expiration Date: 09/30/2014

Business ID
09000349

CALTROP CORPORATION
JAVIER E JIMENEZ
3400 LAKESIDE DR
STE 525
MIRAMAR, FL 33027

(954) 602-3040 or (954) 602-3081 Phone
(954) 602-3470 or (954) 602-4498 Fax
businesstax@ci.miramar.fl.us

Home-Based Restrictions Only
Mail & Phone Only
No Employees at Home
No Work on Premises
No Clients at Home
No Deliveries to Home
Office Only

Cottage-Based Restrictions
Cottage food businesses are allowed in accordance with Florida Statute 500.80, except that the home shall not be used for retail. Please see regulations title 21 part 101.
Only one employee allowed which includes family members residing at the home. No commercial vehicles parked overnight on the premises.

Business Location:
3400 LAKESIDE DRIVE SUITE 525
MIRAMAR FL 33027

BUSINESS TAX RECEIPT

This is to certify that the person or firm named herein has paid into my hands minimum payment of tax as set out herein for the use and benefit of the City aforesaid, and is licensed to engage in the business of.

CONSULTANT	CONSULTANT	9992
FIRE INSPE	FIRE INSPE	9993
SPRINKLER	SPRINKLER	9994
FIRE ALARM	FIRE ALARM	9996

MIRAMAR
BEAUTY AND PROGRESS
EST 1955

This License is NOT Transferable
Your Business Tax Receipt Must be displayed.

D. Similar Past Experience

- **CALTROP Corporation** is the current utility locating service provider for Pasco County Utilities. Our contract with Pasco County started in October, 2011. Our locators respond to marking requests to the Sunshine State One Call system, marking Pasco County's owned and maintained potable water, sewer and reclaimed water facilities.

  Project: Pasco County Utility Locating Services
  Contact: Ralph Ubertaccio, Supervisor
  Phone: (727) 243.2914

- **CALTROP Corporation** is also the current utility locating service provider for Broward County Traffic Engineering, Water/Wastewater and Port Everglades. We are servicing this contract since May, 2012. Our locator respond to marking requests to the Sunshine State One Call system, marking communications (copper and fiber optic) and power lines owned or maintained by Broward County Traffic Engineering, marking potable water, sewer, reuse and reclaimed water lines for the Broward County Water/Wastewater Department, and marking all facilities owned and maintained by Port Everglades.

  Project: Broward County Locate/Mark Underground Utilities
  Contact Broward County Traffic: Earlene Horne
  Phone: (954) 847-2645
  Contact Broward County Water: La Tissa Collins
  Phone: (954) 831-4132
  Contact Port Everglades: Matthew Bransfield, PSM
  Phone: (954) 468-0150

- As a result of our contract with Broward County, the City of Pompano Beach and the City of Boca Raton "piggy-backed" the current utility locating contract extended to **CALTROP** by Broward County. Our team locates all Pompano Beach owned and maintained facilities since September 2012, and marks potable water, sewer and reclaimed water owned and maintained by Boca Raton since January 2014.

Project: City of Pompano Beach Location and Marking of Underground Utilities
Contact: A. Randolph Brown Phone: (954) 545-7044

Project: City of Boca Raton Locate/Mark Underground Facilities
Contact: Leo T. Kiernan
Phone: (561) 338-7320

- Our team's experience extends to subsurface utility investigations using vacuum excavation methods. Our utility excavators have worked in urban and rural settings alike, running into a myriad of field conditions from clay, sugar sand to asphalt and concrete. Tampa Electric requires that the location of proposed transmission poles be investigated using vacuum excavation. Our team has worked with Tampa Electric in various projects through the past decade under several master services agreements. The scopes of work for all these projects included surveying tasks, underground utility investigations using ground penetrating radar and exposing utilities with vacuum excavation.

  Project: Line Modification of Circuits 66005 & 66012
  Contact: Warren E. Fridy
  Phone: (813) 635-1765

  Project: Cypress Sub to Gray Sub to Clearview Sub
  Contact: Phillip Hughes, PE
  Phone: (813) 477-6954

  Project: 50th Street
  Contact: Rea Berryman
  Phone: (813) 635-1761

E. Resumes of Key Personnel

NAME	ROLE IN THIS CONTRACT	YEARS EXPERIENCE	
XYNTHIA RODRIGUEZ, PSM	**PROJECT MANAGER**	a. TOTAL 18	b. WITH CURRENT FIRM 3

FIRM NAME AND LOCATION *(City and State)*
CALTROP CORPORATION, Miramar, FL

EDUCATION *(Degree and Specialization)*	CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS/ 2002/ Business Management/ University of Phoenix AA/ 1994/ Applied Science in CAD Technology/ ITT Technical Institute Certificate/ 1994/ Drafting/ American Design & Drafting Association	2007/ PSM/ FL/ LS6626

OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
TECO Substation Certification
Florida Engineering Leadership Institute Alumni – Class 2010

RELEVANT PROJECTS

	TITLE AND LOCATION *(City and State)*	YEAR COMPLETED: PROFESSIONAL SERVICES	YEAR COMPLETED: CONSTRUCTION *(If Applicable)*
a.	**Water Capital Improvement Projects-Utility Locating** **City of Tampa Water Department** **City of Tampa, FL**	2011	N/A
	BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	[ ] Check if project performed with current firm	
	Principal-in-Charge for SUE. The Utility Designation Task Order requiring locators to respond to utility locating "tickets" as dispatched via Sunshine State One Call of Florida system. Locators find and identify all water and reclaimed water facilities within the City limits to aid with construction and/or excavation operations. Where facilities have been difficult to locate, the task order provides for survey team to establish boundaries and right-of-ways, as well as our SUE vacuum excavation crews to excavate specific locations to find the facilities in question. Our survey team has been useful many times when contractors and the City need to agree on boundaries, and/or collect above ground evidence of utilities. ($2M)		
b.	**Pasco County Utilities - Locating Services, Pasco County, Florida**	On Going	N/A
	BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	[x] Check if project performed with current firm	
	Survey/SUE Manager. Locators are to respond to tickets received through the Sunshine State One Call system. Locators locate water, sewer and reclaimed water lines owned by Pasco County. ($346K to date)		
c.	**Professional Engineering Services for Pressure-Force Main Inventory and Condition Assessment** **Hillsborough County, FL**	2009	N/A
	BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	[ ] Check if project performed with current firm	
	Office Survey Manager. $1M utility designation, as a sub, to perform inventory and condition assessment work on its pressurized piping system for water, wastewater, and ad reclaimed water. Approximately 20,000 assets needed to be assessed. ($1M)		
d.	**Line Modification for Circuits 66005 and 66012 (Tampa Electric), Tampa, Florida**	2012	N/A
	BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	[x] Check if project performed with current firm	
	Survey/SUE Manager. Our team is contracted to survey right-of-ways of Channelside Drive, Adamo Drive, Penny Street and 19th Street. Our team collected topography along said right-of-ways and performed vacuum excavation at the locations of proposed poles per Tampa Electric project engineer. ($128K)		
e.	**Broward County Locating Services, Broward County, Florida**	On Going	N/A
	BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	[x] Check if project performed with current firm	
	Survey/SUE Manager. Our team is contracted to respond to tickets received through the Sunshine State One Call system. Our team responds to tickets for Broward County's Water/Wastewater Services, Broward County Traffic Engineering and Port Everglades. ($520K to date)		

NAME	ROLE IN THIS CONTRACT	YEARS EXPERIENCE	
TIM COMPOLI	**FIELD SUPERVISOR**	a. TOTAL 18	b. WITH CURRENT FIRM 2

FIRM NAME AND LOCATION *(City and State)*
CALTROP CORPORATION, Miramar, FL

EDUCATION *(Degree and Specialization)*	CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Canastota High School Onondaga Community College	

OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
OSHA Certified
Plans Reading Certificate
Estimating

RELEVANT PROJECTS

	TITLE AND LOCATION *(City and State)*	YEAR COMPLETED: PROFESSIONAL SERVICES	YEAR COMPLETED: CONSTRUCTION *(If Applicable)*
a.	**Pasco County Utilities - Locating Services, Pasco County, Florida**	2011	N/A
	BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	[ ] Check if project performed with current firm	
	Locator. Locate water and sewer lines owned by Pasco County, and respond to locate tickets requests within IRTHNET and the Sunshine State One Call system. ($250,000)		
b.	**Pasco County Utilities - Locating Services, Pasco County, Florida**	On Going	N/A
	BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	[x] Check if project performed with current firm	
	Lead Locator. Locators are to respond to tickets received through the Sunshine State One Call system. Locators locate water, sewer and reclaimed water lines owned by Pasco County. ($346K to date)		
c.	**County Line Road & US 19, Pasco County, Florida**	2006	N/A
	BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	[ ] Check if project performed with current firm	
	Project Coordinator. 4 miles of Phase 3 SUE work, 300 soft digs locations, exposing communication lines, gas lines and water lines.		
d.	**US 27, Haines City, Florida**	2007	N/A
	BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	[ ] Check if project performed with current firm	
	Project Coordinator. 8 miles of Phase 3 SUE work, locating facilities for Polk County, Verizon, Brighthouse, AT&T and Sprint.		
e.	**Gulf Boulevard, Indian Rocks Beach, Pinellas County, Florida**	2003	N/A
	BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	[ ] Check if project performed with current firm	
	Project Coordinator. 6 miles of utility locating of all communication lines owned by Verizon.		

NAME	ROLE IN THIS CONTRACT	YEARS EXPERIENCE	
GERMAN CORONEL	**SURVEY/SUE CREW CHIEF**	a. TOTAL 10	b. WITH CURRENT FIRM 3

FIRM NAME AND LOCATION *(City and State)*
CALTROP CORPORATION, Miramar, FL

EDUCATION *(Degree and Specialization)*	CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Instituto Argentino de Seguridad (IAS) – Técnico Superior de Seguridad e Higiene (Health & Safety Technician – 75 credits in Buenos Aires, Argentina)	

OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Tampa Electric Company Substation Safety
AutoCAD Basics
Hillsborough County School Board Security Clearance
Transportation Worker Identification Credential (TWIC)
Tampa Electric Company Power Plant Safety
Port of Tampa Security Clearance
Lee County School Board Security Clearance

RELEVANT PROJECTS

a.

TITLE AND LOCATION *(City and State)*
Line Modification for Circuits 66005 and 66012 (Tampa Electric), Tampa, Florida

YEAR COMPLETED: PROFESSIONAL SERVICES 2012 | CONSTRUCTION *(If Applicable)* N/A

BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [x] Check if project performed with current firm

Survey/SUE Crew Chief. Our team is contracted to survey right-of-ways of Channelside Drive, Adamo Drive, Penny Street and 19th Street. Our team collected topography along said right-of-ways and performed vacuum excavation investigation at the locations of proposed poles per Tampa Electric project engineer. ($128K)

b.

TITLE AND LOCATION *(City and State)*
Pasco County Utilities - Locating Services, Pasco County, Florida

YEAR COMPLETED: PROFESSIONAL SERVICES On Going | CONSTRUCTION *(If Applicable)* N/A

BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [x] Check if project performed with current firm

Locator. Locators are to respond to tickets received through the Sunshine State One Call system. Locators locate water, sewer and reclaimed water lines owned by Pasco County. ($346K to date)

c.

TITLE AND LOCATION *(City and State)*
Water Capital Improvement Projects – Utility Locating City of Tampa Water Department City of Tampa, Florida

YEAR COMPLETED: PROFESSIONAL SERVICES 2011 | CONSTRUCTION *(If Applicable)* N/A

BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [ ] Check if project performed with current firm

Survey/SUE Crew Chief. The Utility Designation Task Order requiring locators to respond to utility locating "tickets" as dispatched via Sunshine State One Call of Florida system. Locators find and identify all water and reclaimed water facilities within the City limits to aid with construction and/or excavation operations. Where facilities have been difficult to locate, the task order provides for survey team to establish boundaries and right-of-ways, as well as our SUE vacuum excavation crews to excavate specific locations to find the facilities in question. Our survey team has been useful many times when contractors and the City need to agree on boundaries, and/or collect above ground evidence of utilities. ($2M)

d.

TITLE AND LOCATION *(City and State)*
Hillsborough County Advanced Traffic Management System Hillsborough County, Florida

YEAR COMPLETED: PROFESSIONAL SERVICES 2010 | CONSTRUCTION *(If Applicable)* N/A

BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [ ] Check if project performed with current firm

Survey/SUE Crew Chief. Survey, utility designation and utility excavation in various sites across Hillsborough County for the installation of pole structures supporting the County's new advanced traffic management system. ($75,000)

e.

TITLE AND LOCATION *(City and State)*
Interstate 275 Crossings (Tampa Electric), Tampa, Florida

YEAR COMPLETED: PROFESSIONAL SERVICES 2006 | CONSTRUCTION *(If Applicable)* N/A

BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [ ] Check if project performed with current firm

Survey Crew Chief. Nine Tampa Electric transmission line circuits were redesigned and constructed to cross over Interstate 275 in response to its widening. Our team surveyed and established right-of-way lines for nine streets perpendicular to Interstate 275 (Manhattan Avenue, Dale Mabry Highway, Glenn Avenue, Lincoln Avenue, Hesperides Road, Armenia Avenue, Himes Avenue, Macdill Avenue and Willow Avenue) within the City of Tampa. Our team also collected topography and cross section information together with construction stakeout for the new structures.($85K)

NAME	ROLE IN THIS CONTRACT	YEARS EXPERIENCE	
COLIN EICHENMULLER	**LEAD UTILITY TECHNICIAN**	a. TOTAL 7	b. WITH CURRENT FIRM 1

FIRM NAME AND LOCATION *(City and State)*
CALTROP CORPORATION, Miramar, FL

EDUCATION *(Degree and Specialization)*	CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Enrolled in Broward College (Civil Engineering Program) Chopticon High School Morganza, MD	

OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
Selected Marine Corps Service Medal – Fulfillment of designated service requirements. FDOT MOT Certification
Global War on Terrorism Service Medal – Perform support duty of anti-terrorism operation.
Iraq Campaign Medal – Perform duty within the borders of Iraq.
Sea Service Deployment Ribbon – Perform consecutively seaward deployment.
National Defense Service Medal – Served actively for the War on Terrorism.
Armed Forces Reserve Medal – Reservist mobilized to an active duty status.
Certificate of Appreciation – Significant contributions made on a mission.

RELEVANT PROJECTS

	TITLE AND LOCATION *(City and State)*	YEAR COMPLETED: PROFESSIONAL SERVICES	YEAR COMPLETED: CONSTRUCTION *(If Applicable)*
a.	**City of Pompano Beach Location and Marking of Underground Facilities, City of Pompano Beach, Florida**	On-going	N/A
	BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	[x] Check if project performed with current firm	
	Lead Locator. Our team is contracted to mark underground utilities owned and maintained by the City of Pompano Beach, in response to marking requests to the Sunshine State One Call System. ($60K to date)		
b.	**City of Boca Raton Locate/Mark Underground Facilities City of Boca Raton, Florida**	On Going	N/A
	BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	[x] Check if project performed with current firm	
	Lead Locator. Our team is contracted to mark potable water, sewer and reclaimed water facilities owned and maintained by the City of Boca Raton, in response to marking requests to the Sunshine State One Call System. ($6K to date)		
c.	**Broward County Locate/Mark Underground Facilities Broward County, Florida**	On-going	N/A
	BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	[x] Check if project performed with current firm	
	Locator. Our team is contracted to mark potable water, sewer and reclaimed water facilities owned and maintained by Broward County Water/Wastewater Department; communications and power lines owned and maintained by Broward County Traffic Engineering Department and facilities owned and maintained by Port Everglades. ($600K to date)		
d.	**Fort Lauderdale Street Car Project Ft. Lauderdale, Florida**	2013	N/A
	BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	[ ] Check if project performed with current firm	
	Locator/Survey Crew Chief. Responsible for utility designation and "pot holing" along project corridor. Responsible for a survey crew collecting topography and mapped utilities along project route.		
e.	**Miami Street Car Project Miami, Florida**	2007	N/A
	BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	[ ] Check if project performed with current firm	
	Locator/Survey Crew Chief. Responsible for utility designation and "pot holing" along project corridor. Responsible for a survey crew collecting topography and mapped utilities along project route.		

Cardno TBE
Shaping the Future

Charles R. Schramm, PSM

Current Position
Project Manager

Years' Experience
27

Joined Cardno TBE
August 2002

Education
BS / Surveying and Mapping / 1988 / University of Florida

Professional Registrations
PSM / FL / # 5366

Maintenance of Traffic

Affiliations
Florida Surveying and Mapping Society

Summary of Experience

Mr. Schramm is responsible for the direct oversight of the daily operations for assigned projects. These responsibilities include estimating, negotiating, forecasting and tracking schedules and budgets. Mr. Schramm ensures clients receive accurate deliverables presented in desired and required formats on or before schedule. He completes weekly reviews of budgets and conducts internal meetings with Cardno TBE managers to guarantee project work is proceeding in a timely and efficient manner.

His key technical focus is on underground utility mapping operations for which he is solely responsible. To date, he has completed over 100 projects in which GPS-generated and conventionally surveyed locations played a role for completion.

Significant Projects

Hallandale Beach Blvd. from SW 58th Ave to Lake Shore Drive

Cardno TBE provided designating (ASCE Quality Level B) subsurface utility engineering services to map the underground utilities throughout the project for proposed drainage system redesign. Cardno TBE also provided test holes (ASCE Quality Level A) on each of the utilities conflicting with proposed design. Mr. Schramm's responsibilities consisted of the supervision of field personnel, effective mapping of the designated utility lines, mapping of all test holes, quality control and submittal of final deliverables to the client to be included with the roadway design plans.

Ft. Lauderdale/Hollywood International Airport – Phase One, Ft. Lauderdale, FL

Cardno TBE provided designating (ASCE Quality Level B) subsurface utility engineering services to update the airport's utility atlas. This utility designation information was mapped utilizing the airport's primary airport control (PAC) and secondary airport control (SAC), processed and placed in an electronic CAD file. The field procedures and supporting CAD file were required to follow FAA's advisory circular, AC150/5300-18B *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards*. Cardno TBE's extensive GIS experience enabled us to understand this new circular and successfully create compliant GIS and CAD files utilizing the FAA DMT (data migration tool) and tool we developed, SUE/GIS conversion tool. Submission of the created CAD\GIS files into the FAA Airport Surveying GIS Program website included multiple steps, all of which were successful on first attempt. In the future, the final uploaded CAD\GIS file will become part of the overall airport's enterprise GIS database.

Cardno TBE
Shaping the Future

Miami Streetcar Corridor – Phase One, Miami, FL

Cardno TBE provided designating (ASCE Quality Level B) and locating (ASCE Quality Level A) Subsurface Utility Engineering services to map the vertical and horizontal position of underground utilities within the proposed nine-mile route for a streetcar track between downtown Miami and the redeveloping areas of Wynwood / Edgewater, Midtown Miami, the Design District and the Buena Vista East Historical District.

AET Phase IV, Miami-Dade & Broward Counties, FL

Cardno TBE is providing miscellaneous, topographic and digital terrain model survey and subsurface utility engineering services. We are also completing right of way surveying and mapping.

Design Engineering Services for SR 874 (Don Shula Expressway) Roadway Modification, Miami-Dade County, FL

Cardno TBE provided designating (ASCE Quality Level B) and locating (ASCE Quality Level A) subsurface utility engineering services to map the vertical and horizontal position of underground utilities within project limits of the proposed expressway modification from Southwest 88th Streets (Kendall Drive) to South of State Road 826 (Palmetto Expressway)/ State Road 874 Interchange.

60" Force Main, Cutler Ridge, FL

Cardno TBE provided designating (ASCE Quality Level B) and locating (ASCE Quality Level A) subsurface utility engineering services to map the precise horizontal and vertical position of all underground utilities within the proposed design project limits of a 60" force main from the South Miami Heights Water Treatment plant to the South District Wastewater Plant Project.

Cardno TBE
Shaping the Future

Christopher R. Proulx, CSP

Current Position
Assistant Vice President

Years' Experience
19

Joined Cardno
March 1999

Education
MBA / Marketing/Finance / 2003 / University of South Florida

BS / Earth Science / 1994 / Pennsylvania State University

Affiliations
GSA, EEGS, GPR

Summary of Experience

Mr. Proulx oversees Cardno TBE's 3D underground imaging and high-frequency concrete imaging projects as well as our geophysical program.

Mr. Proulx has extensive experience in the fields of geology and geophysics. He has experience in performing geophysical studies for purposes such as: grave site identification, utility locating, underground storage tank and drum locating, subsurface void and karst (sinkhole) investigations, concrete assessments (thickness, rebar spacing, etc), archaeological applications, profiling of sand/gravel deposits, bedrock fracture identification, profiling of bedrock surface, and mapping saltwater intrusion or groundwater table. He is responsible for project budgeting, personnel geophysical training, design and implementation of geophysical investigations, data analysis and interpretation, and coordination and supervision of fieldwork. Mr. Proulx has additional experience in the field of groundwater exploration for water supplies, both domestically and internationally. He is skilled in the acquisition and evaluation of many forms of geophysical data having performed numerous studies utilizing earth magnetic, electromagnetic, gradiometric, microgravimetric and ground penetrating radar equipment.

Mr Proulx holds the following certifications: OSHA 29CFR1910.120 Certified, 40-hour OSHA HAZWOPER and Certified Safety Professional.

Significant Projects

Redevelopment of Port of Miami, Miami-Dade County, FL

Under a multiple year contract; Cardno TBE provided designating (ASCE Standard B) subsurface utility engineering and supporting survey services for a major development program on 640-acre at the Port of Miami. Cardno TBE's services included designation of utilities by utilizing various geophysical methods, including ground penetrating radar. Information provided from this investigation included; the type, size and depth of the underground utilities and the creation of a digital survey database storing all of the information collected on the utility for future design and maintenance. We were also responsible for providing control, stakeout and as-built surveys on an on-going basis. The Port was working these projects on a fast-track schedule in order to meet a compressed production schedule. Because of Cardno TBE's national pool of resources, multiple crews were deployed to meet accelerated completion dates.

Williams Cemetary, Hardee County, FL

Cardno TBE utilized ground penetrating radar to locate the positions of possible unknown graves as part of an archeological study.

Cardno TBE
Shaping the Future

Teterboro Airport Runway Approach, Teterboro, NJ

Using 3D underground imaging (both 3D Radar and EMI), Cardno TBE provided designating (ASCE Quality Level B) subsurface utility engineering services to horizontally mark conductive (metallic) and nonconductive (non-metallic), known and unknown, underground utilities within the project limits for the Port Authority of New York and New Jersey. After marking the utilities, Cardno TBE surveyed the field information and completed a two-dimensional file depicting the horizontal location of the utility designation, the deliverables also included client supplied as-built information.

Museum Park, City of Miami, FL

Using multi-sensor electromagnetic induction (EMI) in addition to traditional pipe and cable locators, Cardno TBE provided designating (ASCE Quality Level B) subsurface utility engineering services to horizontally mark conductive (metallic) and nonconductive (non-metallic), known and unknown, underground utilities within the project limits. Following geophysical activities, Cardno TBE surveyed the field information and completed a two-dimensional file depicting the horizontal location of the utility designation. In addition to the standard CADD deliverable, Cardno TBE provided a color EMI contour map of the entire site depicting linear and nonlinear metallic subsurface features. The deliverables also included client supplied as-built information.

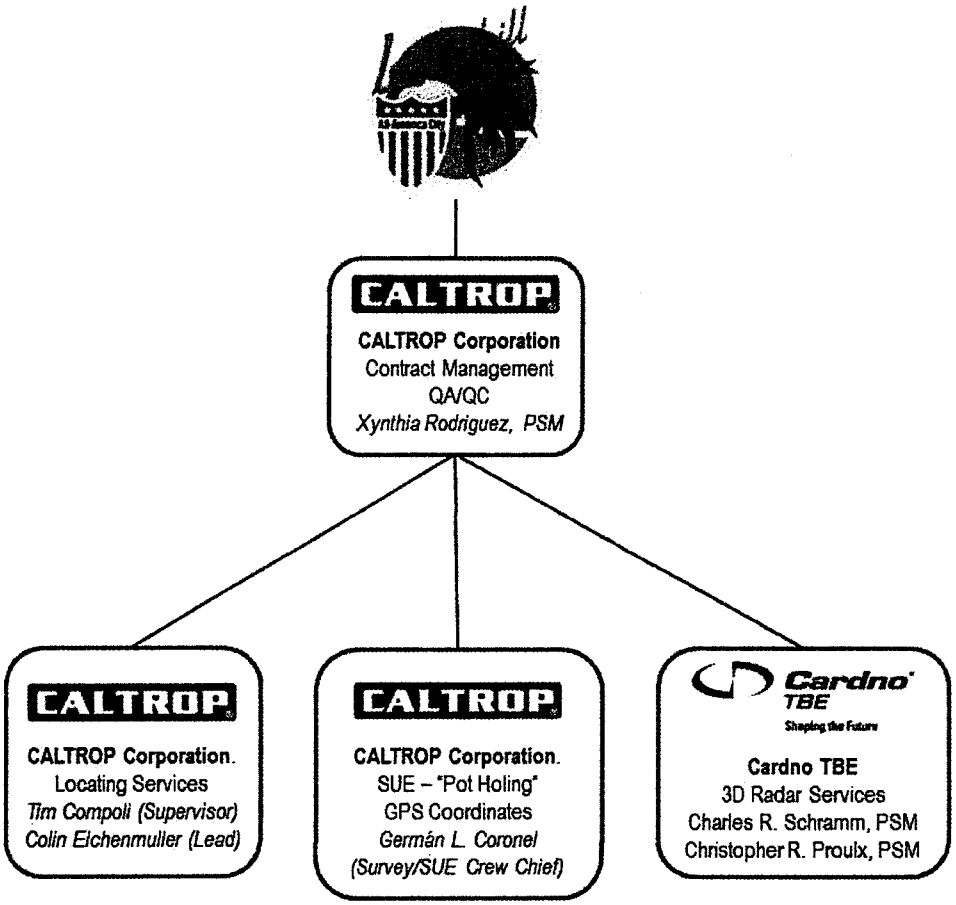
Watson Island Park Southwest, Miami, FL

Using multi-sensor electromagnetic induction (EMI) in addition to traditional pipe and cable locators, Cardno TBE provided designating (ASCE Quality Level B) subsurface utility engineering services to horizontally mark conductive (metallic) and nonconductive (non-metallic), known and unknown, underground utilities within the project limits for the City of Miami. After marking the utilities, Cardno TBE surveyed the field information and completed a two-dimensional file depicting the horizontal location of the utility designation. In addition to the standard CADD deliverable, Cardno TBE provided a color EMI contour map of the entire site depicting the locations of linear and nonlinear metallic subsurface features including underground storage tanks, unknown utilities and an undocumented buried concrete and metal anchoring system for dirigibles (blimps). The deliverables also included client-supplied as-built information.

Little Gypsy Unit 3, Baton Rouge, LA

Cardno TBE provided subsurface utility engineering services at the Entergy Little Gypsy power plant in Montz, Louisiana, to identify existing utilities and other subsurface structures throughout the 122-acre site, as part of a $1 billion project to construct a new power generating unit at the Little Gypsy site. Using traditional pipe and cable locators and 3D underground imaging (both 3D Radar and EMI); Cardno TBE provided designating (ASCE Quality Level B) services to map the horizontal position of underground utilities within the project site. Once the designating was completed, Cardno TBE provided locating (ASCE Quality Level A) services to verify the precise horizontal and vertical position of utilities that were potentially in conflict with the design.

F. Organizational Chart



G. Summary

CALTROP is a multi-discipline engineering and management consulting firm specializing in managing large programs from inception through design, construction, operations and maintenance. Our presence expands throughout the United States, reaching Europe, Asia and the Middle East. Even though our projects span the globe, we treat our clients like each one is right next door. **No matter where you need us, CALTROP is there**.

Solving the hardest problems requires the most dedicated people. CALTROP assembles the best team from the industry with the right combination of experience. Our people exemplify the **CALTROP** culture of care, trust and respect for each other and our clients.

As an ***industry leader***, we are distinguished by our ***innovative approaches.*** We have a solid reputation for managing and completing some of the world's largest and most complex projects, with a level of confidence, precision, quality, timeliness and success unmatched in the industry. **CALTROP** has been providing professional consulting engineering services for more than 20 years. Some of the services include: project and construction management, roadway and highway design, telecommunications, surveying and subsurface utility engineering (SUE).

CALTROP is looking for the opportunity to demonstrate the capabilities of its highly qualified team. **CALTROP's** approach to projects is a simple and effective one. We concentrate on each individual client's wants and needs. We don't believe in "one size fits all" approach. We don't assume that the requirements for a similar project for one client will be the same for other clients. We meet with each individual client and develop a list of requirements, quality metrics, tasks, etc., that will fulfill the needs and wants of each client. As such, we are confident that our expertise and commitment to our clients will allow us to partner with the City of Lauderhill on this contract and offer to fulfill its requirements exceeding expectations.

DOCUMENT 00310
BID PRICE SHEET
LOCATE / MARK UNDERGROUND UTILITIES
BID P2014-001

Item	Estimated Annual Quantity	Units	Description of Services	Unit Price	Item Total
1	5000.00	EA	Standard Locate and Mark All City Owned Facilities in the Area Specified in the SSCCOF Ticket. See Attachment C	$8.00	$40,000
2	500.00	EA	Locates with Ground Penetrating Radar (GPR) and Mark City Owned Facilities. See Attachment C	$8.50	$4,250
3	100.00	EA	Locate with Vacuum Digging (POT-HOLING) and Mark City Owned Facilities See Attachment C	$200.00	$20,000
4	100.00	EA	Placement of Electronic Markers after a line has been exposed through Vacuum Digging See Attachment C	$25.00	$2,500
5	200	EA	The Taking of GPS coordinates utilizing sub meter equipment See Attachment C	$20.00	$4,000
6	10.00	EA	Emergency Standard Locate 5:00pm-5:00 AM Weekdays and all day Saturday and Sunday See Attachment C	$18.00	$180
7	5000.00	EA	Electronic Ticket Management Receipt and Delivery of Request to locate tickets from Sunshine State One Call See Attachment C	$0.11	$550
8	6750.00	EA	Screened and Cleared Tickets. Receive Request to Locate ticket from SSOCOF, screen and clear for "out of area" See Attachment C	$4.00	$27,000
9	1.00	EA	Perform Three Dimensional Radar Services for small surface areas at least 1000SF to a maximum of 5000 SF- Price Per SQ See Attachment C	$1.96	$1,960
10	1.00	EA	Perform Three Dimensional Radar		

			Services for medium surface areas at least 5001SF to a maximum of 25000 SF- Price Per SQ See Attachment C	$0.63	$3,150.63
11	**1.00**	**EA**	**Perform Three Dimensional Radar Services for large surface areas at least 25001SF and greater- Price Per SQ See Attachment C**	$0.40	$10,000.40

Grand Total: $113,591.03

Grand Total in words:

One Hundred Thirteen Thousand Five Hundred Ninety One Dollars with Three Cents

ATTACHMENT NO. 1

CALTROP Corporation is a Florida licensed surveying business as well as a Florida licensed engineering business. Our project manager is a Florida licensed surveyor and mapper.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

February 24, 2013

CALTROP CORPORATION
9337 MILLIKEN AVE
RANCHO CUCAMONGA, CA 91730-6002

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB7901

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2015.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB7901**
Expiration Date February 28, 2015

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

CALTROP CORPORATION
3400 LAKESIDE DRIVE SUITE 525
MIRAMAR, FL 33027

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

State of Florida

Board of Professional Engineers

Attests that

CALTROP Corporation

is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2015
Audit No: 228201504210

Certificate of Authorization

CA Lic. No: 29214

ATTACHMENT NO. 2

CALTROP Corporation's team proposed to serve the City of Lauderhill is under contract with the following:

- Broward County Locate/Mark Underground Utilities (G0997313B1).
  a. Owner: Broward County Traffic Engineering
     $527,068 in Purchase Orders to date
     Project is on-going. Contract expires on 5/21/15
  b. Owner: Broward County Water/Wastewater Department
     $211,731.50 in Purchase Orders to date
     Project is on-going. Contract expires on 5/21/15
  c. Owner: Port Everglades
     $49,180 in Purchase Orders to date
     Project is on-going. Contract expires on 5/21/15

- City of Pompano Beach Locating and Marking Underground Facilities
  a. Owner: City of Pompano Beach Utilities
     $35,000 in Purchase Orders to date
     Project is on-going. Contract expires on 5/21/15

- City of Boca Raton Locate/Mark Underground Facilities
  a. Owner: City of Boca Raton Utility Services Department
     $30,000 in Purchase Orders to date
     Project is on-going. Contract expires on 5/21/15

- Pasco County Lines Locate Services
  a. Owner: Pasco County Utilities
     $542,000 in Purchase Orders to date
     Project is on-going. Contract expires on 9/30/2014

State of Florida

Board of Professional Engineers

Attests that

CALTROP Corporation

FBPE

is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services

ATTACHMENT "A"

SPECIFICATIONS AND REQUIREMENTS

DUTIES AND RESPONSIBILITIES OF CONTACTOR.

A. Provide sufficient qualified staff, office and field equipment (computer communications equipment) compatible with and capable of interfacing with the One Call Ticket Management System and Software

B. The Contractor shall in addition to the use of Owner provided hard copy prints; may utilize digital Facility plans (GIS), if available, as a source of information for their field technicians

C. Their field personnel shall be equipped with laptops or other suitable portable electronic equipment capable of managing information in digital format. Such equipment shall be capable of direct wireless access to ticket management and information systems and shall be capable of receiving immediate notification of "Emergency" locate requests. Such equipment shall further utilize wireless cellular modems and be capable of receiving direct email and / or dispatch from the Owner. The field personnel shall be capable of receiving and displaying electronic data in the form of CADD drawings, maps, atlases or GIS databases and shall utilize said information when and where possible for the purpose of conducting facility locations.

D. The contractor will store and safeguard all Owner provided location maps or records made available for locating purposes in a clean dry area in their facility. The Owner shall provide the contractor, if available or applicable, with computerized GIS application containing a database of all known Owner maintained facilities and underground structures (where and if applicable). To the extent permitted by law, such information shall not be disclosed or given to any person(s) not approved by the Owner. The contractor understands that the maps furnished by the Owner shall be the approximate general location of Owner's buried facilities and that accuracy is not guaranteed. In areas where Owner's maps/ GIS do not show underground systems and underground systems do exist, the Contractor / locator will not be held responsible. Where Owner's maps do show underground systems, the contractor will be responsible for locates as described in this contract. The contractor must use its equipment, knowledge and experience to locate all facilities on the ground at locate site.

E. The contractor will maintain records appropriate to support invoicing and recording requirements set forth in this contract. The contractor agrees to the records retention period also set forth in said contract.

F. The contractor will be responsible for making arrangements with all excavators for locate requests. All locate requests shall be processed within two business days, emergencies within two (2) hours and all excavators requiring a meeting shall be called as soon as possible. Meets are required only when the extent and location of an excavation is undeterminable from written or verbal communications, or when requested by the contract administrator.

G. Request to Locate: A request to locate ticket will include any and all facility locating up to 500 feet necessary to identify conflicts with proposed excavation. The actual locate of 500 feet shall be limited to a single street, center line of street or right of way line,

inclusive of both sides of the street and shall include any intersections, and up to fifty (50) feet in either direction of the intersections. When a Request to Locate is determined to be in excess of the 500-Foot limit, at the Locating contractor's discretion, The Excavation Site Contractor will be contacted in order for New Sunshine State One Call Ticket to be generated. Tickets will be billed in increments of 500 LF.

H. Each locate request shall require a field visit to the Excavation site by the Contractor, and a visual examination must be made to determine if the conflict exists between the Owner's facilities and the proposed Excavation. All utility locates being performed on concrete or asphalt surfaces shall be marked with the appropriate color paint, and utilities locates being performed in dirt or grassy areas will be marked with the appropriate color flags.

I. Emergency Locates: A request to locate sunshine state one call ticket received after the normal eight hour work day or during weekends and holidays; when conditions exists and can not wait until the next normal work day. All emergency Locate requests shall be responded to in two hours or less. Response shall consist of presence at the locate request site, with necessary appropriate equipment and personnel for the specific request.

J. Those locations where field visits indicate no underground facilities exists, should be so coded W/No Conflict in paint, to show the Contractor has visited the site, if excavation is white-lined pursuant to statute.

K. The Contractor will investigate all incidents of buried facility damage when the Locate accuracy or lack of Locate accuracy is suspect or questionable and will submit to the Owner a written report of said investigation within seven (7) calendar days following the actual damage notification. The Contractor will maintain a copy of such written reports for period of (3) years. Upon the request, the Contractor will give testimonial support in cases deemed necessary by the Owner.

L. The Contractor must use equipment and technology current at the time of award and every means necessary to locate and mark the Owner's underground systems. All Locating equipment or devices being used by the Contractor are subject to the Owner's approval prior to or during the execution of this contract.

M. The Contractor shall promptly notify the Owner in writing, of any discrepancies or omissions in any of the Owner's records, or other information provided to the Contractor by the Owner.

N. Contractor's locating personnel shall be proficient in the use of approved locating devices, methods, marking procedures, communicative skills, and record keeping requirements necessary to perform the Locating and marking task. They shall represent the Contractor in a courteous and professional manner at all times. The Contractor agrees to take appropriate corrective measures in any situation where personnel are deemed unsatisfactory by the Owner, in accordance with recommendations made by the Contract Administrator.

O. If for any reason, except for incorrect Facility location information, the excavating contractor damages Owner's utilities, they shall be responsible for the cost to repair. Should the damage be due to disinformation or misinformation on the part of the locating contractor, the locating contractor shall be responsible for repair costs. In the event that neither the excavating contractor or the locating contractor accept responsibility for such damage, the Owner shall make or cause to be made the required repairs, and submit a bill of all related costs to the contractor the Owner determines to be responsible.

P. Guidelines for marking of underground facilities shall be as follows: markings shall include a tolerance zone consisting of three markings. The first mark shall be made along the horizontal route from the center line of the underground facilities. The other two marks shall be perpendicular to the first marking at a distance of twenty four inches plus one half the diameter of the underground facility.

Q. Receive and record Locate requests from Sunshine State One Call during Business Days and during the office hours of the Owner (8:00 am through 5:00 pm on business days).

R. All locates will require the taking of digital photos to record the site conditions and placement of surface markings. Digital photos shall be directly correlated to the locate ticket for which they are taken and shall be permanently referenced to the ticket either by actual photo, or sequenced serial numbering. A minimum of three (3) photos per ticket is required.

S. Provide additional services such as site surveillance and maintenance of marks and stakes if specifically requested to do so by the Owner. Prior to the Contractor's commencement of the additional services, the Owner must specifically approve such additional services and the costs charged will be negotiated as needed.

T. Any other provisions of this Contract to the contrary notwithstanding, the Contractor reserves the right to decline any Locate Requests for site surveys, locating marking services in areas which the Contractor deems impractical to serve because of distance, inaccessibility or other considerations.

U. The contractor shall have the capability to take G.P.S. Coordinates with their own staff. The G.P.S. Coordinates are to be the State Plane System (NAD 83) and the readings are to have an accuracy rate for the utilities in the Sub-Meter Accuracy range. For a vacuum excavation, a single G.P.S. locate for each underground utility shall be performed. When excavations traverse an area up to the 500 foot limit a set of two G.P.S. points shall be performed establishing a straight line. In no instance shall the Locating Contractor be required to perform more than (6) six G.P.S. locates per Request to Locate. Data obtained in performing this unit shall be compiled in electronic format. Twice a year it shall be required by the Contractor to provide a data CD-ROM of any GPS coordinates taken on Owner's facilities.

V. For every Sunshine One Call Ticket received—One Standard Locate Fee shall be Charged for every 500' increment, or portion thereof, located in conjunction with the request—irrespective of quantity or types of Owner Owned underground infrastructure identified.

RECORD KEEPING, REPORTING, AND INVOICING

A. The Contractor shall be required to provide computerized application integration to the online One Call Ticket Management and Map Screening application. Contractor must provide Owner with access to the ticket management system for the purpose of evaluating Contractor performance.

B. The Contractor agrees to maintain records to support all work performed and all items billed to the Owner and shall retain all such records for a period of three years.

C. The Contractor must retain all Digital files, or other written messages for Locate requests for three (3) years. Any verbal requests for Locates or other items of work not followed by a Teletype message will be recorded and retained also.

D. The Owner may request from the Contractor, at no additional cost, all or randomly selected Locate requests received for each billing period.

E. The Contractor shall prepare a written report of all investigations of incidents or damages concerning accuracy of the Locate or Locates including names, measurements, addresses, methods, pictures, or other pertinent information relative to the incident. Reports shall be furnished to the Contract Administrator within five (5) working days after reported marking error.

RECORD KEEPING, REPORTING, AND INVOICING

F. Ordinarily emergency locate request shall be forwarded via e-mail, but may be verbally transmitted, followed by a written confirmation such as a facsimile unless otherwise dictated due to circumstances beyond the control of the Owner.

G. Invoicing by the Contactor shall be performed on a monthly basis and will include the following:

1. The Purchase Order Number.
2. The period during which the services were performed (the Billing Period).
3. The total number of Locate Requests received.
4. A detailed line analysis displaying the Unit Description—from the Bid Items—quantity of services performed, unit cost, and total line cost.

H. The monthly report to accompany and support the invoice will include and itemized tabulation `which shows the following information with respect to each locate request the Contractor received:

1. Ticket Number.
2. Locate Date.
3. Type of Request.
4. Disposition of Request
5. Equipment / Methodology used to perform locate, i.e., GPR, EM, Vacuum Excavation

I. In the event of a locate assignment which is not completed, the Owner shall not pay for the relocate.

DEFINITIONS

1. "**Business Day**":

   Any day other than Saturday, Sunday or any legal federal, state or local holiday

2. "**Excavation**":
   Any operation in which earth, rock or other material on or below the surface of the ground is moved or otherwise displaced by any means (except the tilling of soil less than twelve (12) inches in depth for agricultural purposes, or road and ditch maintenance that does not change the origin anal road grade or ditch flow line).

3. "**Excavation Site**":
   The area where an Excavator intends to perform or actually performs Excavation.

4. "**Excavator**":

Any person who engages directly in Excavation and/or the designee of Excavation, and who requests the location of Underground Facilities.

5. **"Excavator Notification"**:
Notification given to the Excavator that Underground Facilities are not present at the Excavation Site.

6. **"Facility Owner"**:
The owner of a specific Underground Facility.

7. **"Identified, But Unlocatable"**:
An Underground Facility, the presence of which is known but which cannot be field marked with Reasonable Accuracy (as defined in Attachment A). Alternate methods such as GPR or Vacuum Excavation must be used to obtain the accurate position of the facility. GPS readings will be taken to provide future reference of the facility location.

8. **"Locatable Underground Facility"**:
An Underground Facility which can be field marked with Reasonable Accuracy (as defined in Attachment A) by using devices capable of identifying and locating underground facilities within the required range of accuracy, or by use of Owner provided Maps, Records, and GIS.

9. **"Standard Locate":**
Most of the locates are "standard" and can be defined as those locates that can be done with the use of Radio Frequency (RF) locators, and/or based on the accurate information provided in the Facility system plans, GIS, and/or guided by superficial Facility components such as valves, hydrants, manholes, others.

9A. **"Standard Locate – Street Illumination Lighting:**
Most of the locates are "standard" and can be defined as those locates that can be done with the use of conductive radio frequency (RF) locators, and/or based on the accurate information provided in the facility system plans, GIS, and/or guided by superficial facility components such to include by not limited to: electrical conduit, optical cable, electrical junction boxes, communications cable, sign control panels, electrical switches and relays.

9B. **Standard Locates Needs to be Met by One or More of the Following Conditions:**

- Facility made of conductive material.
- Facility is non conductive material but includes a toneable tracer wire.
- Accurate facility system information is available and sufficient superficial facility components are present, to produce and locate with an acceptable degree of confidence.

Most of the locates are "standard" and can be defined as those locates that can done with the use of Inductive Radio Frequency (RF) locators, and/or based on the accurate information provided in the Facility system plans, GIS, and/or guided by superficial Facility components to include but not limited to:

- Forcemains
- Sanitary sewers
- Potable water pipe

- Hydrants
- Valves and manholes

10. ***"Locates with Ground Penetrating Radar (GPR)":***
GPR technology allows location of underground utilities made of non-conductive materials such as concrete, clay, PVC and others. It can be used as a second option to locate underground utilities. GPR requires expensive equipment and a highly trained specialist to operate it. It also requires significantly more time than Standard Locates. As with all technology, it has its limitation. In some cases factors such as depth of the Facility, water content of the soil, water table and type of soil, may limit the ability of the equipment to effectively locate the underground Facility.

11. **"Locate with Vacuum Digging"**
When Standard Locates techniques and GPR fails, the alternative is to locate the underground Facility with a process of trial and error, soft digging until the Facility is exposed. Soft Digging can also be used when the invert elevation of a Facility is required.

12. **"Locate with Three-Dimensional Radar Technologies"**
A subset of patented technologies recognized as "GPiR" Systems, Ground Penetrating *Imaging* Radar capable of providing detailed three-dimensional subsurface images. GPiR technologies have been tested and utilized for more than ten-years in surveys in major cities of the US and Europe. These systems utilize a highly-efficient GPR array which can be towed or pushed by a vehicle or similar equipment at speeds of 1 to 3km/h.

These systems rely on precise geometry control provided by a self-tracking laser theodolite or GPS (global positioning system). As the GPiR array moves along the ground, the system records the geometry data independently from the radar data and merges the two data streams using information provided by an internal trigger wheel that controls firing of the radar antennas. As part of standard GPiR surveys, the service provider also performs and provides a map of surface features such as curbs, manholes, valve covers, fire hydrants and light posts to provide a reference map for the final 3D radar images.

3D GPiR images clearly show the shape and depth of buried pipes and other underground structures, such as trench walls or concrete footings. GPiR images also contain information about the material composition of buried structures (metal vs. plastic), approximate size, and soil conditions. Special patented image processing software is used to extract and highlight utility lines and conduits.

13. "**Locate Request**":
Notice of proposed Excavation made by an Excavator to the One-Call Locator Service Center.

14. "**Marking**":
The use of flags or paint strips of a minimum of two (2) inches by twelve (12) inches, or other clearly identifiable materials at distances of every fifteen (15) feet, and at each divergence from a straight line in accordance with current marking standards of the American Public Works Association to show the field locations of Underground Facilities with Reasonable Accuracy (as defined in Attachment A).

15. "**Sunshine State One Call of Florida SSOCOF or Sunshine 811**"
The State of Florida service by which an excavator can notify Facility companies of proposed Excavation and request field marking of Underground Facilities.

16. **"Reasonable Accuracy":**
Locating the approximate horizontal location of an Underground Facility (as defined in Attachment A) to the specifications required by applicable law.

17. **"Underground Facility":**
Any item buried or placed below the surface of the ground for use in connection with the storage or conveyance of potable water, sewage, raw water, reuses water electronic communications.

18. **"Reasonable Accuracy":**
By definition A Tolerance zone shall exist encapsulating an area within twenty-four (24) inches of the outside dimensions of both sides an Underground Facility.

CITY OF LAUDERHILL

LOCATE / MARK UNDERGROUND UTILITIES
CITY OF LAUDERHILL

BID NUMBER P2014-001

CONTRACT DOCUMENTS

March 2014

City of Lauderhill
LOCATE / MARK UNDERGROUND UTILITIES
BID NUMBER P2014-001

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Attachment "A" Specifications and Requirements
Attachment "B" At-Fault Damage History
Attachment "C" Bid Item Description
Attachment "D" Drug Free Workplace Certification
Attachment "E" Client Reference Form

DOCUMENT 00020

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the CITY OF LAUDERHILL is seeking sealed bids for the following work as specified.

LOCATE / MARK UNDERGROUND UTILITIES
BID NUMBER: P2014 - 001
CITY OF LAUDERHILL, FLORIDA

The City of Lauderhill will be accepting sealed bids until **2:45 P.M.** on **March 31, 2014** to be opened at 3:00 P.M. in Room 135, City Hall, 5581 West Oakland Park Blvd., Lauderhill, Florida 33311. ***Bids received after 2:45 P.M. EST will not be considered and will be returned unopened.***

The bid shall be based on providing all materials, equipment and labor for the performance of **Locate & Mark Underground Utilities** . The Contractor shall be responsible for providing all materials, equipment and labor necessary for locating & marking underground utilities as necessary to complete the project per the specifications and instructions. Bids will be based on A GRAND TOTAL BASIS OF UNIT PRICE ITEMS. ***Bids based on a portion of the work will not be considered.***

Bid documents may be examined and obtained on and after **March 7, 2014** on Demand Star, City's website and the Finance Department, 5581 West Oakland Park Blvd., Room 231, Lauderhill, Florida 33313, Responsible questions regarding this offering may be directed to purchasing@lauderhill-fl.gov, The last date to obtain the contract documents or ask questions is 7 days prior to the due date or **March 24, 2014**. Questions after this date will not be answered

An original, four (4) copies and one (1) electronic copy in PDF format, of the bid must be submitted no later than 2:45 P.M. on **March 31 2014** in the City Clerk's Office, City of Lauderhill, 5581 West Oakland Park Boulevard, Suite , 421 Lauderhill, Florida 33313. Responses must be in sealed envelope bearing the words **Locate/Mark Underground Utilities BID#P2014-001. E-mailed and faxed bids will not be accepted.**

Bid security in the form of a Bid Bond or certified check made payable to the "City of Lauderhill", in an amount equal to five percent (5%) of the bid, will be required. Bid must use Bond form provided. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

All BIDDERS must register online with the City of Lauderhill. The direct link is: www.colvendor.com

The Public Entity Crimes Affidavit and Trench Safety Form must be completed in its entirety and submitted as part of the bid.

The City Commission of the City of Lauderhill reserves the right to reject any and all bids, to waive any and all informalities or irregularities and to accept or reject all or any part of any bid as they may deem to be in the best interest of the citizens of the City of Lauderhill. **The winning participant is required to enter into a contract with the City of Lauderhill.**

CITY OF LAUDERHILL

Yolan Todd
Purchasing Agent

Advertising dates: March 07, 2014 and March 14, 2014

DOCUMENT 00030

LOCATE / MARK UNDERGROUND UTILITIES
BID NUMBER P2014-001

1. SCOPE:

Bids are hereby requested on an open-end basis for Locate/Mark Underground Utilities.

The initial Contract period shall start on the date of award and shall terminate three (3) years from that date. The Contractor will complete delivery on any orders submitted to the Contractor prior to the date of Contract expiration.

The City Commission may renew this Contract for up to three (3) consecutive two-year periods, based on funding availability and the sole discretion of the City.

In the event services are scheduled to end due to the expiration of this Contract, the Contractor shall continue the service upon the written request of the Purchasing Manager. The extension period shall not exceed more than 180 calendar days beyond the expiration date of the existing Contract. The Contractor shall be compensated for the services at the rate in effect when the extension clause is invoked by the Purchasing Manager.

No guarantee is expressed or implied as to the total quantity of any commodity or service to be purchased under this open-end Contract. Estimated quantities will be used for bid comparison only.

Bids shall be submitted in accordance to **Document 0020 -Notice to Bidders**. All Bids shall be complete, with all requested information, data and attachments.

2. SPECIFICATIONS AND REQUIREMENTS:

Technical Specifications & Requirements (Section "A") are attached hereto and made a part hereof as Attachment "A".

Note: Whenever the Technical Specifications address a third party (i.e. manufacturer, subcontractor, etc) it is to be construed as the Contractor through the third party.

3. SUBMITTAL FORMAT

The City is committed to a fair, open process for interested parties to receive information about the Project and for the competitive procurement process that the City is proposing to utilize for selection of a Contractor and award of a Contract. The Bidder shall provide information in accordance with the format requirements set forth in this Section.

Narrative pages shall be 8-½ inches by 11 inches, printed on one side only, include separation tabs and shall be bound. A clear and concise presentation of information is encouraged. Sales brochures are not desired unless directly related to the Bid and referenced in the text. Audiovisual materials will not be accepted.

Bid information shall be separated by tabs in the following order:

Section 1: Qualifications

Section 2: Technical/Financial
Section 3: Forms

Section 1: Qualifications

Bidder's Team:
Include a letter with the description of the Bidder's organizational chart, i.e., the form of business structure (corporation, partnership, joint venture, consortia, etc.) and identification of any other entity and their respective roles to which the Bidder intends to assign material responsibilities under the Contract. This section shall include copy of business registrations and licenses. In addition, the Bid shall include a proposed organizational chart with the key personnel involved in the construction.

Similar Past Experience
Bidder must submit a list of minimum three (3) directly relevant projects (Water and/or force main construction and valve installation) completed by the firm within the past five (5) years. This information shall provide references contact information from owner of the project.

Company References
Bidder shall include a list of references of similar work experience with other government entities. The list should include the following: Owners name, phone number, name and description of the project and final cost of the project's construction.

Section 2: Technical/Financial

Financial
Bidder must also provide detailed information concerning all direct and indirect fixed or contingent liabilities undertaken by the Bidder, its parents, affiliates, and subsidiaries in connection with other projects, whether by way of financial or performance commitments, open letters of credit, guarantees, or otherwise that may limit its financial exposure for this project. In addition, the Bidder shall disclose any outstanding litigation of the Bidder's team that could potentially impact its financial condition if judgment is brought against the Bidder's team.

Project Guarantees
The Bidder shall provide evidence of its ability to satisfy the bonding requirements through the submission of a letter-of-intent to provide bonding from a bonding agency of a letter of credit from a financial institution. The Bidder shall provide a description of how it will obtain the insurance coverage required under the Contract, including evidence from all insurance carriers with respect to their commitment to provide required insurance coverage, and evidence of the Best's rating of each insurance carrier.

Section 4: Forms and Price Bid

The Bidder shall include all Forms included in the Bid Checklist and clearly and accurately complete the Bid Sheet Section 00300A.

4. LICENSING REQUIREMENTS:

In order to be considered a responsible bidder for the scope of work set forth in these bid documents, the bidder shall possess at least one of the following license(s) at the time of bid submittal:

State of Florida Certified Land Surveyor

(Certificate of Authorization from the Florida Department of Business and Professional Regulation certifying the firm operates as a surveying business)

State of Florida Registered Professional Engineer

(Certificate of Authorization from the Florida Department of Business and Professional Regulation certifying the firm operates as an engineering business)

Bidders must submit proof of valid registration in the above license category(ies) with their bid submittal. Failure to include the required proof of registration with the bid submittal will result in the bid being rejected for non-responsiveness.

5. LOCAL BUSINESS TAX REQUIREMENTS:

A local business tax receipt is required pursuant to Chapter 205.065 Florida Statutes.

6. BID GUARANTY:

All bids shall be accompanied by either an original bid bond executed by a surety company meeting the qualifications for surety companies as specified in Instructions to Bidders, Sections 12, 13, 14 and 20, or by cash, money order, certified check, cashier's check, original irrevocable letter of credit, (Attachment "B") treasurer's check or bank draft of any national or state bank (United States), in an amount equal to 5 percent of the total bid price, payable to the Owner and conditioned upon the successful Bidder executing the Contract and providing the Performance and Payment Guaranty and evidence of insurance within 5 calendar days after notification of intent to award of the Contract. A personal check or a company check of a Bidder shall not be deemed a valid bid guaranty. Guaranty of the successful Bidder shall be forfeited to the Owner not as a penalty, but as liquidated damages for the cost and expense incurred should said Bidder fail to provide the required Performance and Payment Guaranty or Certificate of Insurance or fail to comply with any other requirements set forth herein. Bid Guaranties of the unsuccessful Bidders will be returned after award of Contract.

7. PAYMENT:

A Blanket Purchase Order will be issued to the successful bidder after award and after receipt of the documents specified herein. Final payment and release of any and all retainage will be paid in full upon completion of all requirements.

7.1 Partial Payments shall only be made upon approval of the CONTRACTOR'S Application for Payment showing work performed and completed:

7.2 Payments shall be based on the unit quantities completed within the billing period (Unit Quantity X Unit Price = Item Total, the sum of all item totals will equate to the payment amount due for the billing cycle).

7.3 Less and repair and/or replacement of faulty or defective Work.

7.4 The OWNER is satisfied all payrolls, bills for materials and equipment and other indebtedness connected with the work for which the OWNER might in any way be responsible have been paid or otherwise satisfied to the extent and in such form as may be designated by the OWNER.

7.5 Back-up documentation of quantities billed to Owner, either in printed form or electronic media.

8. SUBCONTRACTING:

After award and prior to start of construction, the CONTRACTOR shall submit a listing of all subcontractors, if any, and the portion of the Contract they will perform. If subcontractors are stated, this does not relieve the CONTRACTOR from the prime responsibility of full and complete satisfactory and acceptable performance under any awarded contract.

The Prime Contractor shall complete not less than **_75%_** of the work associated with this Contract.

9. CODE REQUIREMENTS:

The CONTRACTOR and his subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. CONTRACTOR shall ask for and receive any required inspections.

Location and designation of subsurface facilities shall be performed in accordance with ASCE 38-02, Florida Statute 556 & 337 and applicable subsections, APWA / ULCC accepted marking codes and practices.

10. CONTRACTOR RESPONSIBILITIES:

The CONTRACTOR will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in his Bid. The CONTRACTOR is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of his own manufacture.

11. DRUG-FREE WORKPLACE CERTIFICATION:

Award will be made only to firms certifying the establishment of a drug free workplace. The Drug Free Workplace Certification (Attachment "D") must be furnished to this office prior to an award being made. Failure to provide this certification will render your office unqualified and ineligible for award.

12. EQUAL EMPLOYMENT OPPORTUNITY

The language below supersedes the title and language in Section 00800 of CAF 9/28/93, Page 126 and 127, Paragraph 53 A Equal Employment Opportunity: Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act: A SECOND PARTY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. SECOND PARTY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by OWNER, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

In addition, SECOND PARTY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

SECOND PARTY= decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

END OF DOCUMENT

DOCUMENT 00100
INSTRUCTIONS TO BIDDERS

1. SUBMITTAL

1.1 Sealed bids will be received until the time and date specified in the **Notice to Bidders**, Document 00020

1.2 Each bid shall be submitted one original unbound, four (4) duplicates and one (1) electronic copy in PDF format in a sealed envelope plainly marked:

To: City Clerk
City of Lauderhill
5581 W. Oakland Park Boulevard
Lauderhill, FL 33313

Bid for:

LOCATE / MARK UNDERGROUND UTILITIES
BID NUMBER: P2014 – 001
City of Lauderhill, Florida

Submitted By:

_____
Company Name

_____
Street Address

_____
City, State, Zip Code

1.3 If said bid is forwarded by mail, it shall be enclosed in another envelope addressed to the City Clerk, City of Lauderhill, 5581 W. Oakland Park Boulevard, Lauderhill, Florida, 33313. Bids will be received at the office of the City Clerk until the time and date specified in the **Notice to Bidders**, Document 00020. Bids received after the time and date specified will not be considered.

2. BIDS

2.1 It is understood by the Bidder that the quantities in the bid are for Bid comparison only. Certain portions of the Bid or the entire bid document may be deleted from the awarded contract.

2.2 Bids shall be made upon forms provided for that purpose in DOCUMENTS 00100, 00300, 00310, 00401, 00402, 00403, 00420 and 00421, 00450, 00480, 00490, 00495, 00650. Erasures or other changes in a Bid shall be explained or noted over the signature of the Bidder. Each Bidder shall submit one original plus two copies of the bid and its accompanying Bid forms. The forms must be submitted in good order and with all blanks filled in.

3. IRREGULAR BIDS

3.1 Bids which are incomplete, conditional or which contain additions not called for, alterations or irregularities of any kind may be rejected.

4. SIGNATURES ON BIDS

4.1 Each Bidder shall sign his bid with his full name, company name and address. In cases where a firm or corporation submits a bid, the bid shall be signed with the full name of each member of the firm, or by the name of the officer or officers authorized by its by-laws, in addition to the firm or corporation signature with its official seal affixed hereto.

5. EXAMINATION OF CONTRACT DOCUMENTS

5.1 Bidders are notified that they must thoroughly examine the Contract Documents and Specifications which include the Notice to Bidders, Instructions to Bidders, ALL Bid Forms, General Conditions, Supplementary Conditions, Technical Specifications, Figures, Drawings, Maps, and any addenda issued prior to the opening of Bids.

5.2 Purchase of the Bid Documents must be made not later than seven (7) days prior to the closing date specified in the **Notice to Bidders**, Document 00020. Upon receipt of the required payment, the Bidder's name and contact information shall be entered in the "Plan Holders List" and will become eligible to submit a bid.

6. EXAMINATION OF SITE

6.1 Each Bidder shall visit the site of the proposed work before submitting his bid and shall fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of work under the Contract. By submission of a bid, the Bidder affirms that he (the Bidder) has investigated and is satisfied as to the conditions of work to be performed and materials to be furnished and shall base his bid on his own opinion of the conditions likely to be encountered, and for the bid prices must assume all risk of variance, by whomsoever made, in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents. (If applicable)

6.2 Each Bidder shall thoroughly examine and be familiar with the contract documents and requirements. The failure of any Bidder to examine any form, instrument, addendum or other documents, or to visit the site and acquaint himself with existing conditions there, shall in no way relieve any Bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this document.

6.3 No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of Contract Documents, nor will they be accepted as a basis in any claim whatsoever for extra compensation or for an extension of time.

7. DISCREPANCIES

7.1 Should a Bidder find discrepancies or ambiguities in, or omissions from, the Drawings and Specifications, or should he be in doubt as to their meaning; Bidder shall at once notify the Owner and/or Engineer.

8. INTERPRETATION OF PLANS

8.1 On all drawings the figured dimensions shall govern in case of discrepancy between the scales and figures. The Contractor shall take no advantage of any error or omission in the Drawings or of any discrepancy between the Drawings and Specifications. The Engineer shall make such interpretations as may be deemed necessary for the fulfillment of the intent of the Drawings and Specifications as construed by the Engineer and the Engineer's decision shall be final. (If Applicable)

9. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO OPENING OF BIDS

9.1 If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Drawings, Specifications, or other proposed Contract Documents, they may submit to the Owner and/or Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda duly issued and copies of such addenda will be faxed and/or emailed to each person receiving a set of such documents. Request for interpretations or clarification of the Contract Documents must be made not later than seven (7) days prior to time of Bid opening as specified in the Notice to Bidders, Document 00020. The Owner will not be responsible for any other explanation or interpretation of the documents.

10. TIME OF COMPLETION

10.1 All work for this project shall be completed within the number of calendar days as indicated in the Bid of the successful Bidder. Refer to Document 00300.

10.2 Completion of the project shall imply complete possession by the Owner and all Contractual obligations met by the Contractor.

11. LABOR REGULATIONS

11.1 The Contractor shall fully comply with all laws and regulations concerning labor, work hours, wage rates, labor conditions and related matters.

12. BID SECURITY

12.1 A certified check, bank draft, cashiers check, money order or bid bond, in the amount of not less than five percent (5%) of the Bid, shall be paid into the funds of the Owner as liquidated damages, if the Bidder fails to execute the written agreement and furnish the required contract security bond within fifteen (15) calendar days following written notice of award of the contract. The bid bond shall be countersigned by an agent of the Surety Company licensed to operate in the State of Florida.

13. RETURN OF BID SECURITY

13.1 Certified checks and Bid Bonds of the unsuccessful Bidders will be returned to the parties submitting same not later than fifteen (15) days after the execution of the contract. In the event that all Bids are rejected, the checks will be returned to all Bidders within fifteen (15) calendar days after date of rejection.

14. CONTRACT BONDS

14.1 The Successful Bidder shall furnish a Performance Bond in an amount of at least equal to one hundred percent (100%) of the current Contract Price as security for the faithful performance of this Contract and Payment Bond in the amount of at least one hundred percent (100%) of the current

Contract Price for payment of all persons performing labor on the project under this Contract. The Surety on such bonds shall be by a duly authorized Surety Company satisfactory to the Owner.

15. (A) QUALIFICATION OF BIDDER

15.1 A Bidder will be required to show to the complete satisfaction of the Owner that he has the necessary license(s), facilities, equipment, ability, manpower and financial resources to perform the work in a satisfactory manner within the time specified. No contract will be awarded except to responsible Contractors and businesses capable of performing the class of work contemplated. The Bidder shall submit the Qualification Form (DOCUMENT 00420) with his Bid.

15.2 The issuance of this Document is the City's process to award a Contract for construction of the Project. Although subject to modification, the City expects the following remaining milestones in the procurement process:

- Hold Pre-Bid Meeting.
- Receive Bids.
- Bid opening
- Evaluation and Ranking of Bid prior to selecting the "lowest responsible, responsive and eligible Bidder".
- Recommend Selected Bidder to City for award of Contract.
- Award of Contract.

15.3 Bids received in response to this Document will be evaluated using the evaluation criteria described in Section 30 of this document.

15.4 After the identification of the Highest-Ranked Bidder, the final Contract will be prepared, incorporating applicable portions of its Bid. If for any reason, the Highest-Ranked Bidder and the Selection Committee are unable to execute the Contract, the City may execute the Contract with the next Highest-Ranked Bidder, and so on until the Contract is awarded or the procurement is terminated.

15.5 The City is committed to a fair, open process for interested parties to receive information about the Project and for the competitive procurement process that the City is proposing to utilize for selection and award of this Contract. Bidders are encouraged to submit written comments or questions concerning this Document as early as possible, but in no event, later than seven (7) days prior to the closing date specified in the **Notice to Bidders**, Document 00020. Interested parties are required to submit all questions or requests for information in writing, by email or fax to: omb@lauderhill-fl.gov and copy purchasing@lauderhill-fl.gov.

(B) CONTRACTOR MINIMUM QUALIFICATIONS:

Contractors proposing to perform services pursuant to the attached Scope and Agreement must meet the following minimum criteria:

a. Contractor must be licensed in accordance with Article 7 of this document.
b. Contractor must be regularly engaged in the practice of utility location or subsurface utility engineering and must provide documented proof detailing a minimum of five (5) years satisfactory experience providing contracted utility location or subsurface utility engineering services in the State of Florida. Contractor must also demonstrate a minimum of three (3) years documented experience locating water, sewer and pressurized storm water systems in the State of Florida.
c. Contractor must be regularly engaged in the practice of Subsurface Utility Engineering in accordance with ASCE 38/02 recommendations and must provide documented proof detailing a minimum of three years experience providing contracted surveying services.

Contractors not meeting the minimum criteria will be deemed non-responsive and will not be considered for Contract award. The Owner reserves the right to review all Bids and award to the responsive and responsible low bidder meeting all the minimum qualifications and in the best interest of the Owner. The Owner reserves the right to reject any or all bids.

16. DISQUALIFICATION OF BIDDERS

16.1 Any or all bids will be rejected if there is any reason for believing that collusion exists among the Bidders, and participants in such collusion will not be considered in future bids to the extent allowable by law.

16.2 Failure to completely and truthfully fill out all forms given in the bid package shall constitute grounds for disqualification of the bid.

17. WITHDRAWAL OF BIDS

17.1 A Bidder may withdraw his bid provided that request is made in writing and delivered either in person or by special delivery mail to the Owner not less than one hour prior to the time set for opening Bids. No bid may be withdrawn after the scheduled closing time for the receipt of Bids for a period of ninety (90) days.

18. OWNER'S RIGHTS RESERVED

18.1 The Owner reserves the right to accept any bid, which in his opinion is the lowest responsive bid that best serves the interest of the Owner. The Owner also reserves the right to reject any and all bids.

18.2 This Document constitutes an invitation to Bidders to submit Bid to the City. By responding to this Document, Bidders acknowledge and consent to the following conditions relative to the procurement process and the selection of a Bidder. Without limitation and in addition to other rights reserved by the City in this BID, the City reserves and holds, at its sole discretion, the following rights and options:

- To receive questions concerning this BID from Bidders and to provide such questions, and the City's responses, to all Bidders.
- To supplement, amend, or otherwise modify the BID through the issuance of Addenda to all Bidders, and to supplement the BID with information items, prior to the date of submission of the Bids. Addenda issued to this BID may expand or cancel any portion or all Work described in this BID.
- To reject any or all bids if there is any reason for believing that collusion exists among the Bidders, and participants in such collusion will not be considered in future bids to the extent allowable by law.
- To reject any or all Bid Bids, to waive any technicalities, immaterial irregularities, or minor informalities in the Bid Bids, to request clarifications or modifications during Bid evaluation and to select the Bidder whose Bid, in the City's judgment, best serves the interests of the City.
- To seek additional information from any and all Bidders to supplement or clarify the Bid Bids submitted.
- To eliminate any Bidder that submits an incomplete or inadequate Bid or is not responsive to the requirements of this BID.
- To discontinue discussions with the Highest-Ranked Bidder and commence discussions with the next Highest-ranked Bidder, and so on until the Contract is awarded or the procurement terminated.
- To visit and examine any of the references included in the Bid and others

facilities designed or built by the Bidder.

- To cancel this BID in whole or in part, with or without substitution of another BID, if such cancellation is determined to be in the best interest of the City.
- To take any action affecting the BID process or the Project that would be in the best interests of the City.

19. OWNER REPRESENTATIVE AND CONSULTANT

19.1 The Agent for the Owner, the City of Lauderhill, in all matters pertaining to the work on this project shall be the Capital Projects Manager.

20. QUALIFICATION OF SURETY

20.1 The Contractor may provide a cash bond, an irrevocable letter of credit drawn on a Florida Bank acceptable to the City or a Surety Bond executed by a corporate surety company authorized to do business in the State of Florida, holding a certificate of authority from the Secretary of the Treasury of the United States as acceptable sureties on Federal Bonds and executed and issued by a resident agent licensed and having an office in the State of Florida, and resident agent in Broward County representing such corporate surety. Said Surety Bond or its equivalent shall be in effect prior to the issuance of any work permits and shall remain in effect until the provisions of the agreement to transfer ownership of any improvements have been fulfilled.

21. SUBCONTRACTORS

21.1 The Contractor shall furnish concurrently with Bid submission, a list of the names of the subcontractors proposed for all parts of the work. Subcontractors shall be listed in Document 00421.

21.2 Upon the Engineer's request, submit the name, address, phone number and occupational license number. Indicate at least three references and three projects of similar nature.

21.3 The Owner shall promptly notify the Contractor in writing if, after due investigation, has reasonable objections to any subcontractor on such list and does not accept him. Failure of the Owner to make objection to any subcontractor on the list by the date given on the Notice to Proceed shall constitute acceptance of such subcontractor. After acceptance, no subcontractor shall be changed without written approval of the Owner.

22. INSURANCE

22.1 The Bidder's attention is directed to the insurance requirements set out in the Supplementary Conditions herein. Each Bidder will be required to furnish updated certificate(s) of insurance upon submittal of bid documents. The awarded contractor will cause to be issued by the insurance carrier, an endorsement naming the Owner and its Agents as the named insured under such contract of insurance.

23. POWER OF ATTORNEY

23.1 Attorneys-in-fact who sign contract bonds must file with each bond a certified copy of their Power of Attorney dated the same or subsequent to the Contract.

24. AWARD OF CONTRACT

24.1 The Contract, if awarded, will be awarded to the lowest responsible, responsive and eligible Bidder. Such a Bidder shall possess the skill, ability and integrity necessary for the faithful performance of

the work. The term "lowest responsible, responsive and eligible Bidder" as used herein shall mean the Bidder whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary to the faithful performance of the work.

24.2 The Owner may reject all Bids at the Owner's sole option and re-bid either all or part of the work proposed by this Bid offering.

AWARD CRITERIA:

Award will be based on low total amount bid and a review of the following criteria;

a. Professional Licensure (As indicated by Article 7-Licensure)
b. Previous satisfactory performance on similar contracts
    i. *Contractor must provide references with contact names and numbers. Minimum of three (3) references utilizing the included reference form.*
c. Satisfactory review of past or pending At-Fault damage claims (Attachment "E")
d. Satisfactory review of pending litigation (potential awards, liens or judgments could affect the standing or worthiness of the Contractor and his ability to provide the services contracted or warrant the performance of said services)
    i. *Contractor shall have no outstanding judgments.*
e. Satisfactory review of the proposed personnel and equipment intended for use in conjunction with the provision of services specified in this Contract.
    i. *Contractor to provide resumes of key personnel detailing a minimum of 3 years experience performing similar work within the South Florida Area.*
    ii. *Contractor shall provide a listing of equipment available and proposed for use on this project. Proposed equipment may be inspected by Owner.*

25. ACCEPTANCE PERIOD

25.1 The Bidder shall hold his Bid good for acceptance by the Owner for a period of not less than ninety (90) calendar days following the date of the Bid opening. The Bid guarantee required herein above shall be effective for this period.

26 AWARD PROTESTS

26.1 The City of Lauderhill has a written bid protest procedure to address all disputes regarding award recommendations, disqualification of Bidders and interpretation of Bidder-submitted information. Bidders must follow this procedure in order to perfect any protests against the award. This procedure is available from the Purchasing Department.

27. EQUAL OPPORTUNITY REQUIREMENTS

27.1 If awarded the Contract, the Bidder agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap or marital status. The Bidder shall take affirmative action to ensure that applicants and employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, handicap or marital status. Such action shall include, but not be limited to, the following: employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

28. PERMITS AND FEES

28.1 The winning Bidder, after award of a contract, shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government. Permit fees by the City of Lauderhill shall be waived, all other fees shall be included as part of the Bid price.

29. SALES TAX

29.1 The Contractor shall familiarize himself with the requirements and procedures as applicable in the State of Florida pertaining to the exemption from State Sales Tax as it may apply to the Owner.

29.2 Under the approved procedures, the original contract between the political subdivision and the Contractor includes the costs associated with the work to be performed plus the materials to be incorporated into the work. After the work commences, the Contractor forwards a Purchase Requisition Form for the needed materials to the Owner. The Owner prepares a Purchase Order which includes the Owner's exemption certificate, and transmits it back to the Contractor. The materials are delivered to the Contractor who is responsible for ensuring that the correct quantities of materials are delivered, at the correct price. The Owner then sends the Contractor a Notice of Reduction of the contract price, and draws a check payable directly to the vendor.

29.3 Under this Contract, the City of Lauderhill may incorporate the Sales Tax Exemption Program for certain items. The Owner retains legal and equitable title to all directly purchased materials. A requirement for utilizing the approved procedures is that neither the Contractor nor any subcontractor may be the vendor of any of the materials purchased as a part of this program. The City reserves the right to alter the selections in this paragraph prior to award of the Contract.

29.4 Under the approved procedures, the Contractor still assumes responsibility for ordering, receipt and handling of the construction materials. The Contractor coordinates the purchases, ensures that the appropriate material warranties or guarantees are obtained, inspects and assesses the materials at the time of delivery, and assumes liability for loss or damage to the materials following acceptance, if such loss or damage is due to the negligence of the Contractor. The Contractor remains responsible for all damages resulting from the incorporation of defective or nonconforming construction materials. The Owner retains legal and equitable title to all directly purchased materials, and maintains builder's risk insurance for these materials. A requirement for utilizing the approved procedures is that neither the Contractor nor any subcontractor may be the vendor of any of the materials purchased.

29.5 Pursuant to TAA 95(A)-046, these procedures ensure the tax-exempt status of the materials purchased for a public works contract.

30. EVALUATION OF BID

30.1 During the Bid Opening, Bid Bids will be individually evaluated for "conformance". Any Bid determined to be incomplete in any material respect may be deemed "non-responsive" and may be rejected in its entirety at that time. Materially responsive Bid Bids will include the following:

- Delivery Bid Bids to the correct address by the specified time.
- Bid Bond for 5% of the contract value.
- Price shall be submitted using Bid Price Sheet 00310
- Completed, signed and where applicable, notarized Bid Forms and Attachments
- Bidder has provided proof of commitment for required insurance, payment bond and performance bond requirements.
- No exceptions taken to the draft Contract as part of the Bid.

30.2 Award of contract will be in accordance with City of Lauderhill Code of Ordinance Chapter 2, Article III, Section 2-139 (f).

END OF DOCUMENT

DOCUMENT 00101
BIF CHECKLIST

BID No: P**2014-001** BID Title: **LOCATE/MARK UNDERGROUND UTILITIES**

COMPANY NAME: _____

PHONE: _____ FAX: _____

BEFORE SUBMITTIING YOUR BID PLEASE ENSURE THE FOLLOWING:
A check mark indicates your compliance.

_____1. The Bid Package was read in its entirety

_____ 2. Instruction to Bidders 00100

_____ 3. Bid Form 00300 was completed

_____ 4. Price Bid Sheet 00310 was completed

_____ 5. Bid Bond was obtained and sheet 00401 was completed

_____ 6. Public Entity Crimes Affidavit Sheet 00402 was completed and notarized

_____ 7. Trench Safety Form 00403

_____ 8. Bidders Qualification Form 00420 was completed. Evidence of Insurance and copies of applicable licenses are attached.

_____ 9. Sub Contractor List 00421 was completed.

_____ 10. Litigation History 00450 was completed.

_____ 11. Non collusive affidavit 00480 was completed

_____ 12. Debarment certification 00490 was completed

_____ 13. Certified Resolution 00495 was completed

_____ 14. Acknowledgement of Conformance With O.S.H.A Standards 00650.

_____ 15. Include any Addendum issued

_____ 16. Attachment D – Drug-Free Workplace Certification

_____ 15. Attachment E – Client Reference Form

_____ 17. One (1) original and four (4) copies of the Bid, and one (1) electronic copy in PDF format, are being submitted with the **Bid Number and Bid Name clearly marked on the envelope** in which the Bid is being submitted. BID is being submitted **prior to the deadline**.

FAILURE TO PROVIDE THE REQUESTED DOCUMENTS MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID

DOCUMENT 00300

BID FORM

LOCATE / MARK UNDERGROUND UTILITIES
BID NUMBER P 2014-001

Date: _____

BID TO: Honorable Mayor & City Commission
City of Lauderhill

SUBMITTED BY:

_____
Company Name

_____
Street Address

_____
City, State, Zip Code

The undersigned, as Bidder, hereby declares that he is acquainted with the site of the construction as shown on the drawings and specifications and has fully acquainted himself with the work to be done; that he has thoroughly examined the Drawings, Specifications and all Contract Documents pertaining thereto; and has read any related documents; all as designated under the **City's BID P2014-001**.

The Bidder proposes and agrees, if this bid is accepted, to furnish all necessary materials, tools, construction equipment, all necessary transportation, labor and supervision to complete the construction as shown, detailed and described in the Specifications and on the drawings.

It is understood by the Bidder that the quantities in the following quotation form are given for the purpose of bid comparison only.

It is understood by the Bidder that all bid item amounts shall be submitted. In the event any item is not included, the Owner may reject the bid.

It is further understood that certain portions of the bid document may be deleted from the awarded contract at the Owner's discretion.

The Bidder acknowledges that included in the various items of the bid and the total bid price are costs for complying with the Florida Trench Safety Act of 1990.

The Bidder agrees that, if Awarded the Contract, he will completely ratify the Contract Documents within 15-calendar days of the Notice of Award and shall be fully complete within **90 days** for total contract from the date of the Notice to Proceed.

IF BIDDER IS AN INDIVIDUAL

By: _____(SEAL)
(Individual's Name)

doing business as _____

Business address: _____

_____

Phone No.: _____

IF BIDDER IS A PARTNERSHIP

By: _____(SEAL)
(Firm Name)

_____
(General Partner)

Business address: _____

_____

Phone No.: _____

IF BIDDER IS A JOINT VENTURE

By: _____
(Name)

_____
(Address)

By: _____
(Name)

_____
(Address)

(Each joint venture partner must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

IF BIDDER IS A CORPORATION

By: _____
(Corporation Name)

_____
(State of Incorporation)

By: _____
(Name of Person Authorized to Sign)

_____
(Title)

Phone No.: _____

(Corporate Seal)

Attest: _____
(Secretary)

Business address: _____

_____

Phone No.: _____

END OF DOCUMENT

DOCUMENT 00310
BID PRICE SHEET
LOCATE / MARK UNDERGROUND UTILITIES
BID P2014-001

Item	Estimated Annual Quantity	Units	Description of Services	Unit Price	Item Total
1	5000.00	EA	Standard Locate and Mark All City Owned Facilities in the Area Specified in the SSCCOF Ticket. See Attachment C		
2	500.00	EA	Locates with Ground Penetrating Radar (GPR) and Mark City Owned Facilities. See Attachment C		
3	100.00	EA	Locate with Vacuum Digging (POT-HOLING) and Mark City Owned Facilities See Attachment C		
4	100.00	EA	Placement of Electronic Markers after a line has been exposed through Vacuum Digging See Attachment C		
5	200	EA	The Taking of GPS coordinates utilizing sub meter equipment See Attachment C		
6	10.00	EA	Emergency Standard Locate 5:00pm-5:00 AM Weekdays and all day Saturday and Sunday See Attachment C		
7	5000.00	EA	Electronic Ticket Management Receipt and Delivery of Request to locate tickets from Sunshine State One Call See Attachment C		
8	6750.00	EA	Screened and Cleared Tickets. Receive Request to Locate ticket from SSOCOF, screen and clear for "out of area" See Attachment C		
9	1.00	EA	Perform Three Dimensional Radar Services for small surface areas at least 1000SF to a maximum of 5000 SF- Price Per SQ See Attachment C		
10	1.00	EA	Perform Three Dimensional Radar		

			Services for medium surface areas at least 5001SF to a maximum of 25000 SF- Price Per SQ See Attachment C		
11	**1.00**	**EA**	**Perform Three Dimensional Radar Services for large surface areas at least 25001SF and greater- Price Per SQ See Attachment C**		

Grand Total:

Grand Total in words:

DOCUMENT 00401

CITY OF LAUDERHILL
BID BOND

BIDDER: *(Name and Address)*:

_____

_____

SURETY: *(Name and Address of Principal Place of Business)*:

_____

_____

OWNER: *(Name and Address)*: CITY OF LAUDERHILL
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313

BID: BID DUE DATE: **March 31, 2014**

PROJECT TITLE:

LOCATE/MARK UNDERGROUND UTILITIES
BID NUMBER: P2014-001

BOND: BOND NUMBER: _____

DATE: *(Not later than Bid Due Date)*: _____

PENAL SUM: _____ 5% of Bid Amount _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
_____(Seal)	_____(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title	Signature and Title (Attach Power of Attorney)
Attest: _____	Attest: _____
Signature and Title	Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's bid and the total amount of the bid of the next lowest, responsible and responsive bidder as determined by Owner for the Work required by the Contract Documents, provided that:

1.1. If there is no such next lowest, responsible and responsive bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

3.2. All bids are rejected by Owner, or

3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or Bid as applicable.

END OF DOCUMENT

DOCUMENT 00402

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF LAUDERHILL, FLORIDA
[print name of the public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statues, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or no lo contender.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
[signature]

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____ _____

OR Produced identification _____ Notary Public - State of _____

My commission expires _____

(Type of identification)

_____
(Printed typed or stamped
commissioned name of notary public)

END OF DOCUMENT

DOCUMENT 00403
TRENCH SAFETY FORM

This form must be completed and signed by the Bidder. Failure to complete this form may result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder, by signing and submitting the bid, assures that the Bidder will perform trench excavations in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

Method of Compliance

_____

_____

_____

_____

Amount: Total $_____

Bidder acknowledges that this amount is included in the applicable items of the Bid and in the Grand Total Bid Price. Failure to complete the above will result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review and assess all safety precautions, programs and costs, and the means, methods, techniques or technique adequacy, reasonableness of cost, sequences and procedures of any safety precaution, including, but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, responsible to determine any safety or safety related standards that apply to the project.

Witness Signature	Bidder Signature
Witness Printed Name	Printed Name
Witness Address	Title
Date	Date

END OF DOCUMENT

DOCUMENT 00420
BIDDERS QUALIFICATION FORM

LOCATE / MARK UNDERGROUND UTILITIES
BID No: P2014-001

Please answer all questions as completely as possible, using attachments as necessary or required.

1. How many years has your organization been in business as a Contractor? Please attach all certifications, licenses, endorsements etc. (Attachment No. 1 to this Document)

_____

2. Describe the last project of this nature you have completed?

_____

_____

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

_____

_____

4. Name three individuals or corporations for which you have performed work and that will attest to your company's performance (list contact person(s) and phone nos.):

_____

_____

_____

5. List the following information concerning all contracts on hand as of the date of submission of this Bid. (In case of co-venture, list the information for all co-ventures).

NAME OF PROJECT	OWNER	TOTAL CONTRACT VALUE	CONTRACTED DATE OF COMPLETION	% COMPLETION TO DATE

(Continue list on inset sheet if necessary)
(Attachment No. 2 to this Document)

6. Have you personally inspected the proposed work and have you a complete plan for its performance?

_____

7. Will you sublet any part of this work? If so, please list subcontractors in Document 00421.

_____

8. What equipment do you own that is available for the work?

_____

_____

_____

_____

_____

_____

9. What equipment will you purchase for the proposed work?

_____

_____

_____

_____

_____

_____

10. What equipment will you rent for the proposed work?

_____

_____

_____

_____

_____

_____

11. Attach the Financial Statement of the undersigned to this document and furnish the name and telephone number of the individual who can best answer questions regarding this statement:

_____

(Attachment No. 3 to this Document)

12. State the true, exact, correct, and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the name of all the partners. If a trade name, state the names of the individuals who do business under the trade name. It is absolutely necessary that this information be furnished.)

_____

Correct Name of Bidder

(a) The business is a (Sole Proprietorship, Partnership, Corporation)

_____

(b) The address of principal place of business is

_____

_____

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

_____

_____

_____

13. State your current insurance Experience Risk Modifier (ERM)

_____

14. State your current bonding capacity

_____

15. State your current bonding obligations

_____

16. State your current bonding rate (%)

_____

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

_____
Signature of Bidder

END OF DOCUMENT

DOCUMENT 00421
SUBCONTRACTORS LIST

LOCATE/MARK UNDERGROUND UTILITIES
BID NUMBER: P2014-001

LIST THE COMPANY NAME ALONG WITH THE TRADE AND THE APPROXIMATE VALUE OF THEIR INVOLVEMENT IN THE PROJECT. ADDITIONAL INFORMATION MAY BE REQUIRED UPON SUBMISSION OF THE BID AS DESCRIBED IN DOCUMENT 00100.

1. _____

_____

_____

2. _____

_____

_____

3. _____

_____

_____

4. _____

_____

_____

5. _____

_____

_____

END OF DOCUMENT

DOCUMENT 00450
LITIGATION HISTORY FORM
LOCATE/MARK UNDERGROUND UTILITIES
BID NUMBER P2014-001

Please answer all questions as completely as possible, using attachments as necessary or required.

1. How many years has your organization been in business as a Contractor?

2. List all litigation in which your organization has been a plaintiff or defendant within the last ten (10) years. Bidders should be aware that prior litigation history can disqualify your bid. Attach additional pages if necessary.

PLAINTIFF DEFENDANT

1._____

Brief Desription:_____

_____

2._____

Brief Desription:_____

_____

3._____

Brief Desription:_____

_____

4._____

Brief Desription:_____

_____

5._____

Brief Desription:_____

_____

6._____

Brief Desription:_____

_____

7._____

Brief Desription:_____

_____

8._____

Brief Desription:_____

_____

9._____

Brief Desription:_____

_____

10._____

Brief Desription:_____

_____

_____
Signature of Bidder

END OF DOCUMENT

NON-COLLUSIVE AFFIDAVIT
LOCATE / MARK UNDERGROUND UTILITIES
BID NUMBER: P2014-001

STATE OF _____)
ss.
COUNTY OF _____)

_____ being first duly sworn, deposes and says that:

(1) He/She is the _____of,
(Owner, Partner, Officer, Representative or Agent)

_____ the Bidder that has submitted the attached bid:

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work:

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

BY:

_____

ITS:

_____

Subscribed and sworn to before me this _____ day of _____ 20___.

My commission expires_____

END OF DOCUMENT

DEBARMENT CERTIFICATION

49 CFR Part 29- Appendix B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this bid, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, bid, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this bid that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions: if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9,

subpart 9.4, suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in. addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared inellgib1e or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Signature/Authorized Certifying Official	Typed Name and Title
Applicant/Organization	Date Signed

END OF DOCUMENT

DOCUMENT 00495
CERTIFIED RESOLUTION

I, _____, the duly elected Secretary
(person's name)

of _____, a corporation organized and
(Business Name)

existing under the laws of the State of _____,

do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____"
(Person's name)

The duly elected_____ of _____
_____
(Title of Officer) (Business Name)

is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Lauderhill and such other instruments in writing as may be necessary of behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Lauderhill shall be duly protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised revoked or rescinded.

I further certify that the following are the name, titles, and official signatures of those persons authorized to act by the foregoing resolution:

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation

this _____ day of _____, 2014.

By: _____
Secretary

(SEAL)

_____
Corporate Title

NOTE:
The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Lauderhill that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so, on its behalf.

END OF DOCUMENT

DOCUMENT 00500
CONTRACT

THIS CONTRACT ("Contract"), effective as of the date of the last party to sign below, is between the City of Lauderhill ("Owner"), having an address at 5581 W. Oakland Park Blvd., Lauderhill, FL 33313 and_____ ("Contractor")

having an address
at_____.

WHEREAS, the Contractor submitted a written response to City of Lauderhill **BID P2014-001**;

and WHEREAS, on_____the Lauderhill City Commission accepted the bid by

approving Resolution NO._____and

WHEREAS, the bid submitted to the City of Lauderhill by Contractor is attached to this agreement as Exhibit A and made a part hereof.

For valuable consideration the parties hereby agree as follows:

1. SCOPE OF WORK: In general, the work includes Locate and Mark Underground Utilities in the City of Lauderhill, to include labor, equipment, material and incidentals required to complete the project.

Contractor shall furnish all labor, materials, equipment and supervision to perform all work necessary to fulfill the terms of **BID P2014-001** all in full and complete accordance to the following Contract Documents, which are attached hereto and incorporated by reference as a part of this contract:

A. This Agreement- Document 00500
B. BID – Document 00030
C. Instructions to Bidders- Document 00100
D. Bid Form- Document 00300
E. Price Bid Sheet – Document 00310
F. Public Entity Crimes Statement – Document 00402
G. Trench Safety Form – Document 00403
H. Bidder's Qualification Form – Document 00420
I. Subcontractor List – Document 00421
J. Litigation History – Document 00450
K. Non-collusive affidavit – Document 00480
L. Debarment Certification – Document 00490
M. Certified Resolution – Document 00495
N. OSHA Conformance – Document 00650
O. Specifications and Requirements – Attachment "A"

P. At-Fault Damage History – Attachment "B"
Q. Bid Item Description – Attachment "C"
R. Drug Free Workplace Certification – "D"
S. Client Reference Form – Attachment "E"
T. Supporting Documents

2. WORK SITE: The project shall be constructed on public right of way and/or property of the Owner in various locations as described in the Scope of Work.

3. TIME OF COMPLETION: The Contractor shall commence the Work proposed under this Agreement on a date to be specified in a written Notice to Proceed by the Owner and shall fully complete all work within the time stipulated in the Bid/Bid. Contractor shall commence the work to be performed under this Contract on or before_____and shall substantially complete the work on or before_____. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, acts of God, illness, injury, or general unavailability of materials.

4. LIQUIDATED DAMAGES: Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Projects are not completed within the times specified in this agreement. The Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Project is not completed on time. Accordingly, instead of requiring such proof,

Owner and contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner Five Hundred Dollars ($500.00) for each day that expires after the completion date stated in paragraph 2 above.

5. MATERIALS: Contractor must produce samples of all materials to be used for the Project to the Owner and receive the Owner's written approval for use of the specific materials prior to utilization of any such materials in the project.

6. INTERRUPTION/SECURING JOB SITE: Contractor will take whatever steps necessary to adequately and safely secure the Job Site. However, contractor understands that the project is to be performed with minimal interruption to the existing everyday activities. In the event of an interruption of activities, such interruption shall not exceed eight (8) hours duration and Contractor shall provide Owner with no less than forty-eight (48) hours notice prior to commencing any such interruptions.

7. PERMITS: Contractor shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government. Permit fees by the City of Lauderhill shall be waived, all other fees shall be included as part of the Project price.

8. INSURANCE: Contractor shall maintain general liability, workers compensation, builder's risk insurance and all other forms of insurance and/or bonds as specifically required in **BID 2014-001**. It is further mutually agreed between the parties hereto that if, at any time after the execution of the Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five days after the receipt of notice from such form and amount with such surety or sureties as shall be satisfactory from the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such

new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

9. SURVEY AND TITLE: If the Project is near the Owner's property boundary, Owner will point out property lines to the Contractor. If the Owner or Contractor has any doubt about the location of the property lines, Owner shall provide Contractor with boundary stakes through a licensed surveyor. In addition, Owner shall provide Contractor documentation that Owner has title to the Work Site and shall provide Contractor copies of any covenants, conditions, or restrictions that affect the Work Site,

10. CHANGES TO SCOPE OF WORK: The Owner shall not accept any change orders from the Contractor for the Project. By executing this agreement, Contractor specifically acknowledges that Contractor has performed due diligence and will perform the work for the price stated in Contractors bid that was accepted by the City of Lauderhill City Commission by resolution Number _____on _____.

11. CONTRACT PRICE: Owner agrees to pay Contractor the sum of_____ for performing the services set forth in the scope of the work and **BID 2014-001**. Contractor shall be paid based upon Applications for Payment submitted to the owner by the Contractor. The Owner shall make progress payments on account of the Contract Sum to the Contractor as follows:

A. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
B. Each Application for Payment shall be accompanied with a written statement signed by the Contractor or City Engineer (select one and cross out the other) certifying satisfactory completion of the required percentage of the Project.
C. Owner shall pay within thirty (30) calendar days of receipt of Contractor's proper invoice.
D. Owner shall retain Ten Percent (10%) of the total Project until the Project is completed pursuant to this agreement.
E. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
F. Owner shall make final payment to Contractor, including retained funds, after the project has been completed to the satisfaction of the owner and all appropriate releases and waivers of lien have been provided to the Owner.
G. Payment Bond(s) and Performance Bond(s) must be provided to Owner upon execution of this contract, which is deemed to be incorporated herein, and which must remain in full force and effect during the entire term of the Project.

12. ASSIGNMENT: Neither party may assign this Contract, or payments due under the Contract, without the other party's written consent. Any such assignment shall be void and of no effect.

13. TERMINATION FOR CAUSE

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the work in accordance with the contract documents (including, but not limited to, failure to supply sufficient

skilled workers or suitable materials or equipment or failure to adhere to the progress schedule;

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Capital Projects Manager or designee; or

4. Contractor's violation in any substantial way of any provisions of the contract documents.

B. If one or more of the events identified in paragraph 11 occur, Owner may, after giving Contractor (and the surety, if any) seven days written notice, terminate the services of Contractor, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, construction equipment, and machinery at the site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), and incorporate in the work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and finish the work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by the Capital Projects Manager or designee as to their reasonableness and, when so approved by the Capital Projects Manager or designee, incorporated in a Change Order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the work performed.

C. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

14. TERMINATION FOR CONVENIENCE

A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Contractor shall be paid (without duplication of any items):

1. for completed and acceptable work executed in accordance with contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15. INTERPRETATION:

A. Entire Agreement. This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract exists between the parties. This Contract may only be modified only by a written agreement signed by both parties.

B. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

16. ATTORNEYS' FEES AND COSTS: If any party to this Contract brings a cause of action against the other party arising from or relating to this Contract, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees and court costs.

17. PERFORMANCE:

A. Contractor may, at its discretion, engage licensed subcontractors to perform work pursuant to this Contract provided Contractor shall remain fully responsible for the proper completion of the Project.

B. All work shall be completed in a workman-like manner and in compliance with all specifications and applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

C. Contractor agrees to remove all debris and leave the premises in clean condition appropriate to the usage of said premises.

D. The rate of wages for all laborers, mechanics, and apprentices employed by the Contractor or any Subcontractor on the work covered by this Contract shall not be less than the prevailing rates of wages for similar skills or classifications.

E. No additional work or extras shall be performed unless the same shall be duly authorized by appropriate action of the Owner.

F. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for the period and in the manner described in the General Terms and Conditions and shall immediately correct any defects which may appear during this period upon notification by the Owner or the Engineer.

18. INDEMNITY. For the additionalconsideration of $10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the execution of this Agreement, Contractor hereby covenants and agrees to defend fully, protect, indemnify and hold harmless the City from and against each and every claim, demand or cause of action and any and all liability, cost, expense (including but not limited to reasonable attorneys' fees, costs and expenses incurred in defense of the City, even if incident to appellate, post-judgment or bankruptcy proceedings), damage or loss in connection therewith which may be made or asserted by Contractor's employees or agents, or any third parties (including but not limited to the City) on account of personal injury, death, damage or property damage caused by, arising out of or in any way incidental to or in connection with its performance hereunder. At the election of the City, Contractor shall contest and defend the City against any such claims of liability against the City. The City shall in any event, have the right, through counsel of its choice, to control the defense or response to any such claim to the extent it could affect the City financially. This indemnification shall also include any claim or liability arising from or in any way related to actual or threatened damage to the environment, agency costs by investigation, personal injury or death, or damage to property, due to a release, alleged release, or improper handling by Contractor regardless of the merits of the claim. The term "City" shall be deemed to include the City Commission and its agents, employees and affiliates. For purposes of this indemnification, "claims" shall mean and include all obligations, actual and consequential damages and cost reasonably incurred in the defense of any claim against the City, including but not limited to, reasonable accountants'. attorneys' and expert fees, cost of investigation and proof of facts, court costs, other litigation expenses. The City shall have the right to defend any such claim against it in such manner as the City deems appropriate or desirable in its sole discretion. This indemnity shall continue in force and effect subsequent to and notwithstanding the expiration or termination of this agreement.

19. RECORDS AND AUDIT

19.1 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

19.2 CONTRACTOR agrees that it shall keep and maintain accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of this Agreement are the

property of CITY and accordingly those records are subject to the Florida Public Records Law. CONTRACTOR shall not release any CITY records without written permission from CITY except as necessary and appropriate in the performance of the duties and responsibilities required to comply with the terms of any Agreement between the parties.

19.3 The public shall be provided access to records regarding the services provided under the terms of this Agreement in the same manner that the CITY fulfills all public records requests. CONTRACTOR shall not disclose any public records that are exempt or confidential and exempt from public records disclosure requirements except as authorized in writing by CITY and authorized by law.

19.4 CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer data and other records related to the services provided under this Agreement. The records will be made available during normal business, hours upon twenty-four hours notice by the CITY. Contractor shall retain all public records and transfer, at no cost, to the CITY all 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 CITY in a format that is compatible with the information technology systems of the CITY.

In Witness Whereof, the parties have made and executed this agreement as authorized by the City of Lauderhill through Resolution NO._____

CITY OF LAUDERHILL, a municipal corporation

By_____
Charles Faranda, City Manager

____day of_____ 2014

Approved as to form by:

_____
W. Earl Hall
City Attorney, City of Lauderhill

_____, a Florida Corporation

By_____

Title_____

_____day of_____ 2014

DOCUMENT 00650

ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

TO: THE CITY OF LAUDERHILL

We _____, hereby acknowledge and agree that as

contractors for the **LOCATE / MARK UNDERGROUND UTILITIES, BID NUMBER: P2014-001,** that we have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, along with all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the City of Lauderhill and its consultants, against any and all legal liability or loss the City or the Engineer may incur due to our failure to comply with such act.

_____ ATTEST

_____ CONTRACTOR

_____ ATTEST

By: _____

Title: _____

DATE _____

END OF DOCUMENT

ATTACHMENT "A"

SPECIFICATIONS AND REQUIREMENTS

DUTIES AND RESPONSIBILITIES OF CONTACTOR.

A. Provide sufficient qualified staff, office and field equipment (computer communications equipment) compatible with and capable of interfacing with the One Call Ticket Management System and Software

B. The Contractor shall in addition to the use of Owner provided hard copy prints; may utilize digital Facility plans (GIS), if available, as a source of information for their field technicians

C. Their field personnel shall be equipped with laptops or other suitable portable electronic equipment capable of managing information in digital format. Such equipment shall be capable of direct wireless access to ticket management and information systems and shall be capable of receiving immediate notification of "Emergency" locate requests. Such equipment shall further utilize wireless cellular modems and be capable of receiving direct email and / or dispatch from the Owner. The field personnel shall be capable of receiving and displaying electronic data in the form of CADD drawings, maps, atlases or GIS databases and shall utilize said information when and where possible for the purpose of conducting facility locations.

D. The contractor will store and safeguard all Owner provided location maps or records made available for locating purposes in a clean dry area in their facility. The Owner shall provide the contractor, if available or applicable, with computerized GIS application containing a database of all known Owner maintained facilities and underground structures (where and if applicable). To the extent permitted by law, such information shall not be disclosed or given to any person(s) not approved by the Owner. The contractor understands that the maps furnished by the Owner shall be the approximate general location of Owner's buried facilities and that accuracy is not guaranteed. In areas where Owner's maps/ GIS do not show underground systems and underground systems do exist, the Contractor / locator will not be held responsible. Where Owner's maps do show underground systems, the contractor will be responsible for locates as described in this contract. The contractor must use its equipment, knowledge and experience to locate all facilities on the ground at locate site.

E. The contractor will maintain records appropriate to support invoicing and recording requirements set forth in this contract. The contractor agrees to the records retention period also set forth in said contract.

F. The contractor will be responsible for making arrangements with all excavators for locate requests. All locate requests shall be processed within two business days, emergencies within two (2) hours and all excavators requiring a meeting shall be called as soon as possible. Meets are required only when the extent and location of an excavation is undeterminable from written or verbal communications, or when requested by the contract administrator.

G. Request to Locate: A request to locate ticket will include any and all facility locating up to 500 feet necessary to identify conflicts with proposed excavation. The actual locate of 500 feet shall be limited to a single street, center line of street or right of way line,

inclusive of both sides of the street and shall include any intersections, and up to fifty (50) feet in either direction of the intersections. When a Request to Locate is determined to be in excess of the 500-Foot limit, at the Locating contractor's discretion, The Excavation Site Contractor will be contacted in order for New Sunshine State One Call Ticket to be generated. Tickets will be billed in increments of 500 LF.

H. Each locate request shall require a field visit to the Excavation site by the Contractor, and a visual examination must be made to determine if the conflict exists between the Owner's facilities and the proposed Excavation. All utility locates being performed on concrete or asphalt surfaces shall be marked with the appropriate color paint, and utilities locates being performed in dirt or grassy areas will be marked with the appropriate color flags.

I. Emergency Locates: A request to locate sunshine state one call ticket received after the normal eight hour work day or during weekends and holidays; when conditions exists and can not wait until the next normal work day. All emergency Locate requests shall be responded to in two hours or less. Response shall consist of presence at the locate request site, with necessary appropriate equipment and personnel for the specific request.

J. Those locations where field visits indicate no underground facilities exists, should be so coded W/No Conflict in paint, to show the Contractor has visited the site, if excavation is white-lined pursuant to statute.

K. The Contractor will investigate all incidents of buried facility damage when the Locate accuracy or lack of Locate accuracy is suspect or questionable and will submit to the Owner a written report of said investigation within seven (7) calendar days following the actual damage notification. The Contractor will maintain a copy of such written reports for period of (3) years. Upon the request, the Contractor will give testimonial support in cases deemed necessary by the Owner.

L. The Contractor must use equipment and technology current at the time of award and every means necessary to locate and mark the Owner's underground systems. All Locating equipment or devices being used by the Contractor are subject to the Owner's approval prior to or during the execution of this contract.

M. The Contractor shall promptly notify the Owner in writing, of any discrepancies or omissions in any of the Owner's records, or other information provided to the Contractor by the Owner.

N. Contractor's locating personnel shall be proficient in the use of approved locating devices, methods, marking procedures, communicative skills, and record keeping requirements necessary to perform the Locating and marking task. They shall represent the Contractor in a courteous and professional manner at all times. The Contractor agrees to take appropriate corrective measures in any situation where personnel are deemed unsatisfactory by the Owner, in accordance with recommendations made by the Contract Administrator.

O. If for any reason, except for incorrect Facility location information, the excavating contractor damages Owner's utilities, they shall be responsible for the cost to repair. Should the damage be due to disinformation or misinformation on the part of the locating contractor, the locating contractor shall be responsible for repair costs. In the event that neither the excavating contractor or the locating contractor accept responsibility for such damage, the Owner shall make or cause to be made the required repairs, and submit a bill of all related costs to the contractor the Owner determines to be responsible.

P. Guidelines for marking of underground facilities shall be as follows: markings shall include a tolerance zone consisting of three markings. The first mark shall be made along the horizontal route from the center line of the underground facilities. The other two marks shall be perpendicular to the first marking at a distance of twenty four inches plus one half the diameter of the underground facility.

Q. Receive and record Locate requests from Sunshine State One Call during Business Days and during the office hours of the Owner (8:00 am through 5:00 pm on business days).

R. All locates will require the taking of digital photos to record the site conditions and placement of surface markings. Digital photos shall be directly correlated to the locate ticket for which they are taken and shall be permanently referenced to the ticket either by actual photo, or sequenced serial numbering. A minimum of three (3) photos per ticket is required.

S. Provide additional services such as site surveillance and maintenance of marks and stakes if specifically requested to do so by the Owner. Prior to the Contractor's commencement of the additional services, the Owner must specifically approve such additional services and the costs charged will be negotiated as needed.

T. Any other provisions of this Contract to the contrary notwithstanding, the Contractor reserves the right to decline any Locate Requests for site surveys, locating marking services in areas which the Contractor deems impractical to serve because of distance, inaccessibility or other considerations.

U. The contractor shall have the capability to take G.P.S. Coordinates with their own staff. The G.P.S. Coordinates are to be the State Plane System (NAD 83) and the readings are to have an accuracy rate for the utilities in the Sub-Meter Accuracy range. For a vacuum excavation, a single G.P.S. locate for each underground utility shall be performed. When excavations traverse an area up to the 500 foot limit a set of two G.P.S. points shall be performed establishing a straight line. In no instance shall the Locating Contractor be required to perform more than (6) six G.P.S. locates per Request to Locate. Data obtained in performing this unit shall be compiled in electronic format. Twice a year it shall be required by the Contractor to provide a data CD-ROM of any GPS coordinates taken on Owner's facilities.

V. For every Sunshine One Call Ticket received—One Standard Locate Fee shall be Charged for every 500' increment, or portion thereof, located in conjunction with the request—irrespective of quantity or types of Owner Owned underground infrastructure identified.

RECORD KEEPING, REPORTING, AND INVOICING

A. The Contractor shall be required to provide computerized application integration to the online One Call Ticket Management and Map Screening application. Contractor must provide Owner with access to the ticket management system for the purpose of evaluating Contractor performance.

B. The Contractor agrees to maintain records to support all work performed and all items billed to the Owner and shall retain all such records for a period of three years.

C. The Contractor must retain all Digital files, or other written messages for Locate requests for three (3) years. Any verbal requests for Locates or other items of work not followed by a Teletype message will be recorded and retained also.

D. The Owner may request from the Contractor, at no additional cost, all or randomly selected Locate requests received for each billing period.

E. The Contractor shall prepare a written report of all investigations of incidents or damages concerning accuracy of the Locate or Locates including names, measurements, addresses, methods, pictures, or other pertinent information relative to the incident. Reports shall be furnished to the Contract Administrator within five (5) working days after reported marking error.

RECORD KEEPING, REPORTING, AND INVOICING

F. Ordinarily emergency locate request shall be forwarded via e-mail, but may be verbally transmitted, followed by a written confirmation such as a facsimile unless otherwise dictated due to circumstances beyond the control of the Owner.

G. Invoicing by the Contactor shall be performed on a monthly basis and will include the following:

1. The Purchase Order Number.
2. The period during which the services were performed (the Billing Period).
3. The total number of Locate Requests received.
4. A detailed line analysis displaying the Unit Description—from the Bid Items—quantity of services performed, unit cost, and total line cost.

H. The monthly report to accompany and support the invoice will include and itemized tabulation `which shows the following information with respect to each locate request the Contractor received:

1. Ticket Number.
2. Locate Date.
3. Type of Request.
4. Disposition of Request
5. Equipment / Methodology used to perform locate, i.e., GPR, EM, Vacuum Excavation

I. In the event of a locate assignment which is not completed, the Owner shall not pay for the relocate.

DEFINITIONS

1. "**Business Day**":

   Any day other than Saturday, Sunday or any legal federal, state or local holiday

2. "**Excavation**":
   Any operation in which earth, rock or other material on or below the surface of the ground is moved or otherwise displaced by any means (except the tilling of soil less than twelve (12) inches in depth for agricultural purposes, or road and ditch maintenance that does not change the origin anal road grade or ditch flow line).

3. "**Excavation Site**":
   The area where an Excavator intends to perform or actually performs Excavation.

4. "**Excavator**":

Any person who engages directly in Excavation and/or the designee of Excavation, and who requests the location of Underground Facilities.

5. "**Excavator Notification**":
Notification given to the Excavator that Underground Facilities are not present at the Excavation Site.

6. "**Facility Owner**":
The owner of a specific Underground Facility.

7. "**Identified, But Unlocatable**":
An Underground Facility, the presence of which is known but which cannot be field marked with Reasonable Accuracy (as defined in Attachment A). Alternate methods such as GPR or Vacuum Excavation must be used to obtain the accurate position of the facility. GPS readings will be taken to provide future reference of the facility location.

8. "**Locatable Underground Facility**":
An Underground Facility which can be field marked with Reasonable Accuracy (as defined in Attachment A) by using devices capable of identifying and locating underground facilities within the required range of accuracy, or by use of Owner provided Maps, Records, and GIS.

9. **"Standard Locate":**
Most of the locates are "standard" and can be defined as those locates that can be done with the use of Radio Frequency (RF) locators, and/or based on the accurate information provided in the Facility system plans, GIS, and/or guided by superficial Facility components such as valves, hydrants, manholes, others.

9A. **"Standard Locate – Street Illumination Lighting:**
Most of the locates are "standard" and can be defined as those locates that can be done with the use of conductive radio frequency (RF) locators, and/or based on the accurate information provided in the facility system plans, GIS, and/or guided by superficial facility components such to include by not limited to: electrical conduit, optical cable, electrical junction boxes, communications cable, sign control panels, electrical switches and relays.

9B. **Standard Locates Needs to be Met by One or More of the Following Conditions:**

- Facility made of conductive material.
- Facility is non conductive material but includes a toneable tracer wire.
- Accurate facility system information is available and sufficient superficial facility components are present, to produce and locate with an acceptable degree of confidence.

Most of the locates are "standard" and can be defined as those locates that can done with the use of Inductive Radio Frequency (RF) locators, and/or based on the accurate information provided in the Facility system plans, GIS, and/or guided by superficial Facility components to include but not limited to:

- Forcemains
- Sanitary sewers
- Potable water pipe

- Hydrants
- Valves and manholes

10. ***"Locates with Ground Penetrating Radar (GPR)":***
GPR technology allows location of underground utilities made of non-conductive materials such as concrete, clay, PVC and others. It can be used as a second option to locate underground utilities. GPR requires expensive equipment and a highly trained specialist to operate it. It also requires significantly more time than Standard Locates. As with all technology, it has its limitation. In some cases factors such as depth of the Facility, water content of the soil, water table and type of soil, may limit the ability of the equipment to effectively locate the underground Facility.

11. **"Locate with Vacuum Digging"**
When Standard Locates techniques and GPR fails, the alternative is to locate the underground Facility with a process of trial and error, soft digging until the Facility is exposed. Soft Digging can also be used when the invert elevation of a Facility is required.

12. **"Locate with Three-Dimensional Radar Technologies"**
A subset of patented technologies recognized as "GPiR" Systems, Ground Penetrating *Imaging* Radar capable of providing detailed three-dimensional subsurface images. GPiR technologies have been tested and utilized for more than ten-years in surveys in major cities of the US and Europe. These systems utilize a highly-efficient GPR array which can be towed or pushed by a vehicle or similar equipment at speeds of 1 to 3km/h.

These systems rely on precise geometry control provided by a self-tracking laser theodolite or GPS (global positioning system). As the GPiR array moves along the ground, the system records the geometry data independently from the radar data and merges the two data streams using information provided by an internal trigger wheel that controls firing of the radar antennas. As part of standard GPiR surveys, the service provider also performs and provides a map of surface features such as curbs, manholes, valve covers, fire hydrants and light posts to provide a reference map for the final 3D radar images.

3D GPiR images clearly show the shape and depth of buried pipes and other underground structures, such as trench walls or concrete footings. GPiR images also contain information about the material composition of buried structures (metal vs. plastic), approximate size, and soil conditions. Special patented image processing software is used to extract and highlight utility lines and conduits.

13. "**Locate Request**":
Notice of proposed Excavation made by an Excavator to the One-Call Locator Service Center.

14. "**Marking**":
The use of flags or paint strips of a minimum of two (2) inches by twelve (12) inches, or other clearly identifiable materials at distances of every fifteen (15) feet, and at each divergence from a straight line in accordance with current marking standards of the American Public Works Association to show the field locations of Underground Facilities with Reasonable Accuracy (as defined in Attachment A).

15. "**Sunshine State One Call of Florida SSOCOF or Sunshine 811**"
The State of Florida service by which an excavator can notify Facility companies of proposed Excavation and request field marking of Underground Facilities.

16. **"Reasonable Accuracy":**
Locating the approximate horizontal location of an Underground Facility (as defined in Attachment A) to the specifications required by applicable law.

17. **"Underground Facility":**
Any item buried or placed below the surface of the ground for use in connection with the storage or conveyance of potable water, sewage, raw water, reuses water electronic communications.

18. **"Reasonable Accuracy":**
By definition A Tolerance zone shall exist encapsulating an area within twenty-four (24) inches of the outside dimensions of both sides an Underground Facility.

ATTACHMENT "B"
AT-FAULT DAMAGE HISTORY

Bidders shall submit with their bid documents, a complete listing of all "At-Fault" facility damages within the past twenty-four (24) months and the current disposition of the incident(s) (i.e., settled, disputed, subject of litigation).

The "At-Fault" damage history information shall include at a minimum, the following information;

1. Name of Utility Owner Agency
2. Specific Contact Information for person or persons familiar with the incident including current contact number and business address
3. Type of Facility Damaged
4. Date of Incident
5. Actual or Estimated Dollar Amount of Damages
6. Time to Repair or Restore
7. Number of Customers Affected (approximate)
8. Root Cause of Damage (i.e., unmarked, mis-marked)
9. Information as to any supplemental or third party claims associated with damage incident
10. Excavator Down Time Associated with incident.
11. Status or Disposition of Damage Incident

Bidders shall further indicate the timeliness of the damage resolution. Bidders shall indicate the date the damage incident occurred and the date of final resolution (payment, repair, agreement).

The above information shall be submitted with Bidder's Proposal. Failure to submit this information will result in Bidder being found Non-Responsive.

ATTACHMENT "C"

BID ITEM DESCRIPTION

1. **Standard Locate:**
   - i. Receive SSOCOF Request to Locate Ticket, travel to requested site and perform facility locate utilizing standard RF electromagnetic instrument (such as MetroTech, Radio Detection, Pipehorn) to ascertain the horizontal position of the Owner's buried facilities. The subject facilities must be toneable (conductive or able to carry a tone frequency via a conductive element).
   - ii. Using appropriate color marking paint or temporary flags (in accordance with APWA/ULCC/FS 556), mark horizontal position of Owner facilities with 24" from the outside diameter of the facility in accordance with FS 556.
   - iii. Complete online ticket response utilizing proper response codes in accordance with FS 556.
   - iv. Standard Locate consists of all Owner facilities with a 500 LF area, irrespective of width or number of facilities. Contractor will be paid one Standard Locate Unit Fee for every 500 LF increment, or portion thereof, located in accordance with the SSOCOF Request to Locate Ticket.

2. **Locate with GPR**
   - i. Upon determination that an Owner's facility is non-toneable (non-conductive or lacking a conductive element such as a tracer wire). Ground Penetrating Radar shall be used to accurately locate and mark the facility. Facilities consisting of plastic, PVC, HDPE, clay, wood, transite, ACP, PE, Orangeburg, Corrugated Paper, fiber optic or concrete, are non-conductive. Such facilities are therefore non-toneable and "invisible" to standard RF electromagnetic instruments. GPR will be used to locate these facility types.
   - ii. Using appropriate color marking paint or temporary flags (in accordance with APWA/ULCC/FS 556), mark horizontal position of Owner facilities with 24" from the outside diameter of the facility in accordance with FS 556.
   - iii. Locate with GPR consists of all Owner facilities within the SSOCOF Request to Locate Ticket. One unit quantity of GPR Locate will be paid for use of the GPR system in conjunction with a Standard Locate.

3. **Locate with Vacuum Excavation**
   - i. Upon determination that an Owner's facility is non-toneable (non-conductive or lacking a conductive element such as a tracer wire), or is toneable but does not return a readable signal and Ground Penetrating Radar has proven ineffective in locating the subject facility or facilities, Vacuum Excavation shall be used to accurately locate and mark the facility.
   - ii. Coordinate with utility agency/owners as required by FS 556.
   - iii. Identify all utility owners in the assigned area.
   - iv. Neatly cut and remove existing paving.
     1. Cut area not to exceed 225 square inches
     2. Excavate using a method enabling vertical as well as horizontal exploration through this cut
   - v. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, or other protective coverings, such as by a vacuum excavation method, hand digging, etc
   - vi. Be responsible for any damage to the utility during excavation of same. Provide a visual survey marker. This marker shall be placed directly over (plumb to) the centerline or edge of the utility as appropriate. The marker shall represent the true horizontal location of the utility. The contractor shall be liable for the actual cover from the utility to the survey marker. The consultant shall also be responsible for recording the location of the survey marker (utility) as appropriate and recording that information on the test hole report.
   - vii. Provide a permanent restoration of the pavement within the limits of the original cut at the time of backfill. In the event the test hole is excavated in an area other than the roadway pavement, the area disturbed shall be restored to the condition prior to the excavation.
   - viii. Provide all traffic control, labor and equipment.

ix. Collect GPS Coordinate location of test hole in accordance with bid item 5.

x. Vacuum Locate consists of locating the Owner's facility or facilities within a specified area. One unit quantity for Vacuum Excavation will be paid for each test hole location performed.

xi. For each test hole location performed, the contract shall record the GPS coordinate in State Plane Coordinates (NAD83) and will be paid one unit quantity for each GPS Coordinate taken. (See bid item 5).

4. Placement of Electronic Markers

i. When the Owner desires a lasting means of locating a facility in the future, a passive electronic marker shall be placed through means of vacuum excavation.

ii. The passive electronic marker shall consist of a MetroTech Metro Mark series MM-16X, or approved equal. The Contractor will furnish and provide the passive electronic markers.

iii. The passive electronic markers shall be of the proper frequency for the facility located and shall be tested to ensure detectability.

iv. Placement of Electronic Markers consists of placement of one electronic marker for each utility excavated by means of vacuum excavation. The contractor will be paid one unit quantity for each marker placed.

5. Taking and Recording GPS Coordinates

i. In order to improve the quality of recorded subsurface utility data and when the Owner desires to ensure future locateability of the Owner's facilities, the taking of GPS coordinates shall be utilized.

ii. The Contractor will collect one GPS Coordinate, in State Plane format (NAD83), for each vacuum excavation performed and/or for each facility located by means of vacuum excavation.

iii. GPS Coordinates shall be in the sub-meter accuracy range.

iv. GPS coordinates may be taken, at the Owner's direction, on or over facilities located by means of GPR, in order to improve the quality and reliability of utility maps and/or GIS Systems.

v. The contractor shall obtain GPS coordinates in accordance with this specification, by placing the device directly over the located facility and requesting a reading. The GPS equipment utilized shall be capable of recording coordinates in State Plane (NAD83) format, and with accuracies equal to, or better than 1 meter.

vi. Taking and Recording of GPS Coordinates consists of collection and permanent recording of sub-meter GPS Coordinates for each facility located or requested. The Contractor will be paid one unit quantity for each GPS Coordinate taken and recorded. The Contractor will be required to deliver GPS coordinates to the Owner in printed and electronic format (raw ASCII format), no less than twice per calendar year, or at intervals mandated by the Owner.

6. Emergency Standard Locate

i. Emergency Standard Locates are performed outside normal business hours, on holidays or weekends. Standard business hours are Monday through Friday from 8:00 AM until 5:00 PM.

ii. Responses requested outside of normal business hours shall be considered Emergency Standard Locates.

iii. The Contractor shall respond to Emergency Standard Locates within two (2) hours of receiving notification.

iv. The Contractor shall perform Standard Locates on Owner facilities within the designated area detailed in the Emergency Request. Normal rates will apply in the event GPR is required during an Emergency Locate.

v. Emergency Standard Locate consists of all Owner facilities with a 500 LF area, irrespective of width or number of facilities. Contractor will be paid one Emergency Standard Locate Unit Fee for every 500 LF increment, or portion thereof, located in accordance with the SSOCOF Emergency Request to Locate Ticket, outside of normal business hours.

7. Electronic Ticket Management

i. In order to ensure compliance with SSOCOF codes, requests, responses and FS 556, the Contractor shall utilize an Electronic Ticket Management System. The

Electronic Ticket Management System shall be Digtrack, as deployed by Bytronics, Inc or approved equal.

ii. The Electronic Ticket Management System shall be capable of receiving Request to Locate Tickets from SSOCOF and routing said tickets to the specific locator(s) responsible for the Owner's service area. The system shall be capable of displaying the Request to Locate Ticket on the locator's portable computer, providing the full ticket information including the ticket requestor and all legally required information from SSOCOF.

iii. The system shall be capable of recording or attaching digital photos / images taken of the locate markings and associating said images directly to the locate ticket for future retrieval or reference. Such attachment shall be permanent and shall be provided as attachments to the year-end CD-ROM accumulation of tickets.

iv. The system shall be capable of recording the precise time of ticket receipt, process, progress and close-out as well as providing the ability for the locator to electronically respond and close the request utilizing the codes for response established by SSOCOF.

v. The system shall generate the necessary Positive Response to the One Call Center and transmit the proper close codes as mandated by SSOCOF and FS 556.

vi. The system shall be capable of remote access by the Owner, for screening, review and searching of tickets received within the Owner's service area.

vii. The system shall be capable of providing, at least once per calendar year, a CD-ROM containing all Request to Locate tickets, responses and dispositions for each ticket received within the Owner's service area. The CD-ROM will be provided to the Owner by the end of the first quarter of each calendar year.

viii. Payment for Electronic Ticket Management shall be made at the rate of one unit quantity for each ticket received for the Owners SSOCOF Member Service Code. The Owner shall be directly responsible to SSOCOF for any fees charged by SSOCOF for ticket receipt, dispatch and handling.

ix. The Owner shall receive with each invoice for payment, a report containing a listing of all ticket dispatched and received for the Owner's Member Service Code. The report shall contain each individual ticket number as well as the date and time received and the disposition code associated with each ticket. The Owner shall receive two copies of said report with each application for payment.

8. Screened and Cleared Tickets

i. Since the SSOCOF is an imperfect system, the Owner may receive Request to Locate tickets that are technically outside the Owner's Member Service Area, or outside the Owner's legal responsibility to provide services such as; private or commercial property outside of the public rights-of-way.

ii. And, since all tickets received by the Owner or his designate are required to receive a response, there shall be a means by which the Contractor can screen, review and respond to such requests.

iii. Request to Locate tickets received by the Contractor and determined to be outside the Owner's Member Service Area, or determined to be outside the legal response requirements, shall be closed and noted as screened and cleared by utilizing the SSOCOF applicable close code.

iv. Such a response by the Contractor is less costly in that in most cases, no physical presence at the site was necessary and the ticket can generally be immediately cleared. For these cases, a reduced rate of charge is in order.

v. Payment for this item shall be made at one unit quantity for each SSOCOF screened and cleared without need of physical response to the site.

9. Three-Dimensional Radar Services (GPiR) General Notes:

i. GPiR is generally used for purposes of design and does not provide a real-time output. GPiR data must be processed into 3D imagery using sophisticated software and computer systems.

ii. GPiR is utilized for scanning congruent areas and providing a 3D image of the scanned area.

iii. GPiR requires the establishment of a survey baseline from which the system is tracked via a survey instrument to produce geospatially accurate location of the subsurface data.

iv. The collected GPiR data is processed into 3D images and plotted in various CADD formats (Owner specified) for use in design or GIS applications.

v. Deliverables from the use of GPiR include CADD files, JPEG image slices, Quick Time or AVI movies of slice imagery, PDF files of CADD work, a suggested exploratory excavation sheet and an analysis of the area imaged.

vi. The final GPiR output can be certified by a Professional Surveyor as to the accuracy of the imaged area and the position of the facilities imaged within.

vii. GPiR is quantified by the square foot of surface area imaged. Payment for GPiR services will be made on a per square foot basis. The cost per square foot includes performing survey baseline establishment, transportation of equipment and personnel to the project site, collection of radar image data, processing of image data and compilation into CADD deliverables including, certification by a registered surveyor.

10. Three-Dimensional Radar Services (GPiR) (small area)

i. This line item is used for GPiR scanning of areas at least 1000 square feet in size to a maximum of 5000 square feet in size. See general notes and description of services above.

11. Three-Dimensional Radar Services (GPiR) (medium area)

i. This line item is used for GPiR scanning of areas at least 5001 square feet in size to a maximum of 25000 square feet in size. See general notes and description of services above.

12. Three-Dimensional Radar Services (GPiR) (large area)

i. This line item is used for GPiR scanning of areas at least 25001 square feet and greater in size. See general notes and description of services above.

End Attachment "C"

ATTACHMENT "D"
DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:
(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
(2) Establishing a continuing drug-free awareness program to inform its employees about:
(I) The dangers of drug abuse in the workplace;
(ii) The offeror's policy of maintaining a drug-free workplace;
(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
(3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a
covered contract, the employee shall:
(I) Abide by the terms of the statement; and
(ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
(5) Notifying Owner in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
(6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
(I) Taking appropriate personnel action against such employee, up to and including termination; or
(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

_____

(Vendor Signature)

_____

(Print Vendor Name)

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____day of _____, 2014,

by_____

(Name of person who's signature is being notarized)

As_____ of _____

(Title) (Name of Corporation/Company)

known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath. (Type of Identification)

NOTARY PUBLIC:

_____

(Signature)

_____

Print Name)

My commission expires: _____

Attachment "E"

Client Reference Form

Client: _____

Contact Name: _____

Contact Address:_____

_____

_____

Contact Phone:_____Contact Fax:_____

Contact Email Address:_____

Specific Work Performed:_____

_____

_____

_____

_____

Period of Performance: From:_____To:_____

Contract Value:_____

At-Fault Damages?: _____Yes (if Yes, details Below)_____No

_____

_____

_____

_____

All Damage Issues Settled?: _____Yes _____No (if No, Detail below)

_____

_____

_____

Information will be verified with Reference. Failure to provide above information or falsifying any information will result in disqualification and rejection of your bid package

Exhibit B

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/11/2014

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
Caltrop Risk and Insurance Services
9337 Milliken Ave.
Lic. #0F37595
Rancho Cucamonga CA 91730

CONTACT NAME: James Bukowski
PHONE (A/C, No, Ext): (909) 931-9331 FAX (A/C, No): (909) 931-0061
E-MAIL ADDRESS: jbukowski@caltrop.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Starr Indemnity & Liab. A:XIV	38318
INSURER B: RSUI Indemnity Company A+:XIV	22314
INSURER C: Starr Surplus Lines Ins. A:XV	13604
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CALTROP Corporation #53559
9337 Millikan Avenue
Rancho Cucamonga CA 91730

COVERAGES CERTIFICATE NUMBER: CALTROP Corp. 10/6/2014 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $10,000 deductible X Contractual Liab. & XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X	X	1000025226141	10/6/2014	10/6/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Per Project Aggregate	$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS Excess policy			APPROVED RISK MANAGEMENT ON: 01/20/15 BY: JTM			COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	$10M Excess of GL/EL $5M Excess of AL MHA236338	10/6/2014	10/6/2015	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
							Follow Form	$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Professional Liability retro date: 3/19/1993		X	SLSLPRO-262115-14	10/6/2014	10/6/2015	Per claim	$10,000,000
							Aggregate	$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Pompano Beach, FL and all other parties required by written agreement are included as additional insureds for ongoing and completed operations on a primary and non-contributory basis for general liability and auto liability. Excess liability follows form over general liability, automobile liability and employer's liability. A waiver of subrogation applies to all policies in favor of the additional insured. 30 days notice of cancellation, except for non-pay then 10 days.

CERTIFICATE HOLDER
(954) 786-4028

City of Pompano Beach
Public Works Administration
1201 NE 5 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
James Bukowski/JIM James B Bukowski

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The ACORD name and logo are registered marks of ACORD

Exhibit B

53559

CALTCOR-01 SSTONE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/14/2015

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 License # 0D28764
Orion Risk Management Insurance Services, Inc.
1800 Quail Street, Suite 110
Newport Beach, CA 92660

CONTACT NAME: Suzanne Stone
PHONE (A/C, No, Ext): (949) 263-8850 FAX (A/C, No): (949) 263-8860
E-MAIL ADDRESS: sstone@orionrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Employers Insurance Company of Wausau	21458
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Caltrop Corporation
9337 Milliken Ave.
Rancho Cucamonga, CA 91730

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	X	WCCZ91444444025	03/14/2015	03/14/2016	X PER STATUTE / 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

APPROVED
RISK MANAGEMENT
DATE: 8/14/15
BY: Lawrence

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

Waiver of Subrogation applies when required by written contract, as per attached endorsement

All states coverage applies per form WC 00 00 00 B/WC 99 50 01 (attached) as part of the policy. Current states listed are: CA, FL, NV, NM, TX, HI.

Other states include states other than ND, OH, WA, WY (Monopolistic).

David Saber, Vice President, and Alex Hashtrudi, Secretary are excluded.

CERTIFICATE HOLDER

City of Pompano Beach
1205 NE 5th Ave.
Pompano Beach, FL 33067

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

Suzanne Stone

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The ACORD name and logo are registered marks of ACORD

53559

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/14/2015

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Sponsored Programs
a service of Seabury & Smith, Inc.
PO Box 14404
Des Moines, IA 50306-9686

CONTACT NAME:
PHONE (A/C, No, Ext): 1-877-320-9393 FAX (A/C, No): 515-365-0895
E-MAIL ADDRESS: riskmanagement@marshpm.com Vendor ID: 31459

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic Insurance Company	24147
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CALTROP CORPORATION
9337 Milliken Avenue
Rancho Cucamonga, CA 91730

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS	X	X	L103757-15	03/01/2015	03/01/2016	BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

APPROVED
RISK MANAGEMENT
DATE: 8/14/15
BY: Lawrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR: 2FL4

Policy provides protection for any & all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included where required by written contract. Insurance is primary and non-contributory.

CERTIFICATE HOLDER

City of Pompano Beach

Public Works Adminstration
1201 NE 5 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

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PART THREE – OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the *Information Page*.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR – YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE – PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Where required by contract or Written agreement prior to loss and Allowed by law.	All Operations of the Named Insured

Issued by Co C - Employers Insurance Company of Wausau

For attachment to Policy No. WCC-Z91-444444-025 Effective Date 03/14/2015 Premium $

Issued to Caltrop Cororation

Meeting Date: September 8, 2015 Agenda Item 20

REQUESTED COMMISSION ACTION:

X Consent ____ Ordinance X Resolution ____ Consideration ____ Workshop

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 THE UNITED STATES OF AMERICA, FEDERAL AVIATION ADMINISTRATION, ACCEPTING A GRANT IN THE AMOUNT OF $91,130 FOR PLANNING OF THE WILDLIFE HAZARD ASSESSMENT FOR THE AIR PARK; PROVIDING AN EFFECTIVE DATE.

OR MOTION:

Summary of Purpose and Why: The Federal Aviation Administration (FAA) recommends that public-use operators who receive Federal grant-in-aid assistance implement standards and practices which discourage attracting hazardous wildlife on or near public-use airports. The development of a Wildlife Management Assessment is the first step in identifying potential hazards in the development of a Wildlife Management Plan. The assessment includes a comprehensive review of wildlife on and in the vicinity of the Air Park and development of recommendations to reduce the identified wildlife hazard attractants. Staff is requesting City Commission approval to accept the Grant funds from FAA for this plan.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Steven Rocco
(2) Primary staff contact: Steven Rocco/Rob McCaughan Ext 4135/4097
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: No Fiscal impact at this time (estimated city share will be $5,100 to come out of account 465-0000-392.30-00 which has sufficient funds to cover this expenditure).

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	8/26/15	APPROVE	Robert McCaughan
General Services	8/28/15	APPROVE	[illegible]
Finance	8/28/15	APPROVE	A. Seyne
City Attorney	8/31/15	APPROVE	[illegible]
Budget	8-31-15	APPROVE	[illegible]

___ Advisory Board
___ Development Services Director
X City Manager [illegible]

Dennis W. Beal

ACTION TAKEN BY COMMISSION:

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

City Attorney's Communication #2015-1428
August 18, 2015

TO: Steven Rocco, Air Park Manager

FROM: Gordon B. Linn, City Attorney

RE: Resolution – FAA Grant for Wildlife Hazard Assessment

As requested in your memorandum dated August 13, 2015, Air Park Memorandum No. 2015-0004, the above-referenced Resolution is attached and captioned as follows:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE UNITED STATES OF AMERICA, FEDERAL AVIATION ADMINISTRATION, ACCEPTING A GRANT IN THE AMOUNT OF $91,130 FOR PLANNING OF THE WILDLIFE HAZARD ASSESSMENT FOR THE AIR PARK; PROVIDING AN EFFECTIVE DATE.**

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

GORDON B. LINN

GBL/jrm
l:cor/airpark/2015-1428

Attachment

pompano beach
Florida's Warmest Welcome

Phone: (954) 786-4135 **City of Pompano Beach** Fax: (954) 786-4136
Air Park

MEMORANDUM NO: 2015-0004

DATE: **August 13, 2015**

TO: **Gordon Linn, City Attorney**

FROM: **Steven Rocco, Airpark Manager**

VIA: **Robert McCaughan, Public Works Director**

SUBJECT: **Resolution- Acceptance of FAA Grant Offer for Airport Improvement Program (AIP) Financial Project No. 3-12-0066-002-2015 (Wildlife Hazard Assessment)**

Please prepare a resolution for the acceptance of the attached Federal Aviation Administration Grant Agreement for planning of the Wildlife Hazard Assessment for the Pompano Beach Air Park. We would like to place this item on the Agenda for Commission approval at the September 8, 2015 meeting. Thank you for your assistance with this matter.

Attachment(s)

SPR: vad

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 THE UNITED STATES OF AMERICA, FEDERAL AVIATION ADMINISTRATION, ACCEPTING A GRANT IN THE AMOUNT OF $91,130 FOR PLANNING OF THE WILDLIFE HAZARD ASSESSMENT FOR THE AIR PARK; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Agreement between the City of Pompano Beach and the United States of America, Federal Aviation Administration, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the United States of America, Federal Aviation Administration.

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
8/18/15
l:reso/2015-452

U.S. Department
of Transportation
**Federal Aviation
Administration**

Orlando Airports District Office
5950 Hazeltine National Dr., Suite 400
Orlando, FL 32822-5003

* Per Attached e-mail
Not Later than
9/8/15

July 17, 2015

Mr. Lamar Fisher, Mayor
City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060

Dear Mr. Fisher:

We are enclosing the original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0066-002-2015 at Pompano Beach Airpark. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative. *
b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than August 7, 2015, in order for the grant to be valid. The date of the attorney's signature must be **on or after** the date of the sponsor's authorized representative's signature.
c. You may not make any modification to the text, terms or conditions of the grant offer.
d. After you properly execute the grant agreement:
    - Return the executed Grant Agreement marked "Original" to our office via US mail or commercial courier.
    - Retain the copy marked "Sponsor" for your records.
e. Because time is now critical for entering the executed grant into the FAA system, we request you send a copy of the signed agreement to our office by facsimile or email (pdf document) prior to sending the hardcopy document through U.S. mail or commercial courier.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports are due within 30 days of the end of a reporting period as follows:
    1. Non-construction project: Due annually at end of the Federal fiscal year.
    2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by your Region/Airports District Office.

Pablo G. Auffant, (407) 812-6331 Ext. 121, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Bart Vernace, P.E.
Manager

Enclosures

cc: w/enclosure (grant)
Laurie McDermott, FDOT/4

Valerie Dieters

From: Valerie Dieters
Sent: Thursday, July 23, 2015 3:28 PM
To: 'Pablo.Auffant@faa.gov'
Subject: RE: Grant Offer for AIP Project NO. 3-12-0066-002-2015 Wildlife Hazard Assessment

Thank you.

Val

From: Pablo.Auffant@faa.gov [mailto:Pablo.Auffant@faa.gov]
Sent: Thursday, July 23, 2015 3:08 PM
To: Valerie Dieters; Steve Rocco
Cc: Juan.Brown@faa.gov
Subject: RE: Grant Offer for AIP Project NO. 3-12-0066-002-2015 Wildlife Hazard Assessment

Valery,
That been the case, September 8, 2015, will be acceptable.

Pablo G. Auffant, P.E,
Program Manager
5950 Hazeltine National Drive, Suite 400
Orlando, Florida
407-812-6331 x121
Pablo.Auffant@FAA.gov

From: Valerie Dieters [mailto:Valerie.Dieters@copbfl.com]
Sent: Thursday, July 23, 2015 2:51 PM
To: Auffant, Pablo (FAA); Steve Rocco
Subject: Grant Offer for AIP Project NO. 3-12-0066-002-2015 Wildlife Hazard Assessment

Good Afternoon Pablo:

I received the FedEx packet containing the document that need signatures. I noticed that the sponsor representative and sponsor attorney must sign by August 7, 2015. This arrived too late to be placed on the July 28th City Commission agenda and they take a break in August. The earliest we can get this on the agenda is the September 8th meeting. Is it possible to get an extension on that deadline?

Sincerely,

Valerie Dieters
Air Park Secretary
City of Pompano Beach | Pompano Beach Air Park
1001 N.E. 10th Street | Pompano Beach, FL 33060
P: 954-786-4135 | F: 954-786-4136
Email: valerie.dieters@copbfl.com

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	July 17, 2015
Airport/Planning Area	Pompano Beach Airpark
AIP Grant Number	3-12-0066-002-2015
DUNS Number	080181167

TO: City of Pompano Beach
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated February 3, 2015, for a grant of Federal funds for a project at or associated with the Pompano Beach Airpark Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Pompano Beach Airpark Airport (herein called the "Project") consisting of the following:

Wildlife Hazard Assessment

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $91,130.

   For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
   $91,130 for planning
   $0 for airport development or noise program implementation
   $0 for land acquisition

2. **Ineligible or Unallowable Costs**. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. **Completing the Project Without Delay and in Conformance with Requirements**. The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.

5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 7, 2015, or such subsequent date as may be prescribed in writing by the FAA. *

7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **System for Award Management (SAM) Registration And Universal Identifier.**

   A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or

* Per Attached FAA e-mail Not Later than 9/8/15

another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.

2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.

3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–492–0280) or the Internet (currently at http://fedgov.dnb.com/webform).

10. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

11. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

13. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. Maximum Obligation Increase For Nonprimary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

A. May not be increased for a planning project;

B. May be increased by not more than 15 percent for development projects;

C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

17. **Suspension or Debarment**. The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

    A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. **Trafficking in Persons.**

    A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:

        1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;

        2. Procuring a commercial sex act during the period of time that the agreement is in effect; or

        3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

    B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

        1. Is determined to have violated the Prohibitions; or

        2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:

            a. Associated with performance under this agreement; or

            b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

20. **Exhibit "A" Property Map**. The Exhibit "A" Property Map dated July 13, 2011, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Bart Vernace
(Typed Name)

Manager
(Title)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[1]
Executed this_____day of _____,_____.

City of Pompano Beach
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By: _____
(Typed Name of Sponsor's Designated Official Representative)

Title: _____
(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of_____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of
_____,_____.

By: _____
(Signature of Sponsor's Attorney)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

"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:

_____
Mark Berman
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

ASSURANCES

AIRPORT SPONSORS

A. General.

a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

a. Title 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

d. Hatch Act – 5 U.S.C. 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]

f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]

g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 - 29 U.S.C. 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]

Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]

s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]

t. Copeland Anti-kickback Act - 18 U.S.C. 874.1

u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]

v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]

x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 - Equal Employment Opportunity[1]

b. Executive Order 11990 - Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 - Intergovernmental Review of Federal Programs

e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment

d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.

e. 14 CFR Part 150 - Airport noise compatibility planning.

f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.

g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

h. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]

i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]

l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]

m. 49 CFR Part 20 - New restrictions on lobbying.

n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

   It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all

understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes

thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

    It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.**

    It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except

in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.**

    It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.**

    It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.**

    In carrying out planning projects:

    a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

    b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

    c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

    d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

    e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

    f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

    g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

    h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;

2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
   1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
   2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. **Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

a. It will keep up to date at all times an airport layout plan of the airport showing:

1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by

the sponsor with other parties:

a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise

buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. **Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 20, 2014 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.**

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and

performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. **Hangar Construction.**

    If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

    a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

        1) Describes the requests;

        2) Provides an explanation as to why the requests could not be accommodated; and

        3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

    b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/11/2015

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisorycirculars

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14E	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

DRUG-FREE WORKPLACE

City of Pompano Beach	Pompano Beach Airpark	3-12-0066-002-2015
(Sponsor)	(Airport)	(Project Number)

Description of Work:
Wildlife Hazard Assessment

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	☐	☐	☐
2. An ongoing drug-free awareness program has been (will be) established to inform employees about: **a.** The dangers of drug abuse in the workplace; **b.** The sponsor's policy of maintaining a drug-free workplace; **c.** Any available drug counseling, rehabilitation, and employee assistance programs; and **d.** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.	☐	☐	☐
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	☐	☐	☐
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will: **a.** Abide by the terms of the statement; and **b.** Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.	☐	☐	☐

	Yes	No	N/A
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	☐	☐	☐
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	☐	☐	☐
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	☐	☐	☐

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

City of Pompano Beach
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

SELECTION OF CONSULTANTS

City of Pompano Beach	Pompano Beach Airpark	3-12-0066-002-2015
(Sponsor)	(Airport)	(Project Number)

Description of Work:

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.	☐	☐	☐
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	☐	☐	☐
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	☐	☐	☐
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the FAA.	☐	☐	☐
5. The consultant services contracts clearly establish or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	☐	☐	☐
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	☐	☐	☐
7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.	☐	☐	☐
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not or will not be used.	☐	☐	☐
9. If the services being procured cover more than the single grant	☐	☐	☐

	Yes	No	N/A
project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.			

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Pompano Beach
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

(Date)

Meeting Date: September 8, 2015 Agenda Item 21

REQUESTED COMMISSION ACTION:

X	Consent		Ordinance	X	Resolution		Consideration/ Discussion		Presentation

SHORT TITLE APPOINTMENT TO THE CHARTER AMENDMENT ADVISORY BOARD

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING **JOHN WAY** TO THE CHARTER AMENDMENT ADVISORY BOARD OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER REX HARDIN, SAID TERM TO COINCIDE WITH THE TERM OF THE APPOINTING COMMISSIONER; PROVIDING AN EFFECTIVE DATE.

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

This is a City Commission's Appointment.

(1) Origin of request for this action: City Clerk's Office
(2) Primary staff contact: Asceleta Hammond Ext. 4611
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding:

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Clerk's Office	8/27/15	Approve	Asceleta Hammond
X City Manager			

ACTION TAKEN BY COMMISSION:

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

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING JOHN WAY TO THE CHARTER AMENDMENT ADVISORY BOARD OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER REX HARDIN; SAID TERM TO COINCIDE WITH THE TERM OF THE APPOINTING COMMISSIONER; PROVIDING AN EFFECTIVE DATE.

WHEREAS, John Way is well qualified to serve as a member of the Charter Amendment Advisory Board of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That John Way is hereby appointed to the Charter Amendment Advisory Board as Appointee of Commissioner Rex Hardin; said term to coincide with the term of the appointing commissioner.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

CITY OF POMPANO BEACH, 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: Budget Review Committee

NAME OF APPLICANT: John Way

RESIDENCY ADDRESS: 279 SW 10th Ct

ZIP CODE: 33060 HOME PHONE NO.: (954) 592-7785

MAILING ADDRESS: 279 SW 10th Ct

CITY/STATE/ZIP CODE: 33060

ARE YOU A CITY RESIDENT? YES: ☑ NO: ☐

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: 1: ☐ 2: ☐ 3: ☑ 4: ☐ 5: ☐

ok 6/23/10

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: ☑ NO: ☐

ARE YOU A REGISTERED VOTER? YES: ☑ NO: ☐

HAVE YOU BEEN CONVICTED OF A FELONY IN FLORIDA, OR ANY OTHER STATE, WITHOUT YOUR CIVIL RIGHTS HAVING BEEN RESTORED. YES: ☐ NO: ☑

BUSINESS OR OCCUPATION: Broward County Supervisor Of Elections

BUSINESS ADDRESS: Governmental Center - 115 S. Andrews Ave. Rm 112

CITY/STATE: Fort Lauderdale, FL

ZIP CODE: 33301 BUSINESS PHONE NO. (954) 712-1963

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? No

IF YES, PLEASE LIST NAME:

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE?

IF YES, PLEASE LIST NAME:

Charter Amendment Advisory Board	Budget Review Committee
Affordable Housing Advisory Board	Employees Board of Appeals
Recycling and Solid Waste Committee	Historic Preservation Board

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: Communications Degree 1998

EXPERIENCE: I have worked many positions of responsibility. My latest role at the Broward County Supervisor o has me managing Early Voting and the Ballot Sorting process for Broward County in which I lead 160 people under m

CURRENT POSITION: My latest role at the Broward County Supervisor of Elections has me managing Early Voting and the Ballot Sorting process for Broward County in which I lead 160 people under my direct supervis

PAST POSITIONS: Special Projects Manager for Clear Channel Communications/Director of Operations of Cor

HOBBIES: Beach Volleyball, Mountain Biking, Civic Duty

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION:

SIGNATURE OF APPLICANT — DATE OF APPLICATION: 02-23-2010

INITIALS OF CLERK OR DEPUTY — DATE RECEIVED OR CONFIRMED: 8/27/15

****

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.

RESOLUTION NO. 2015-116

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, REPEALING RESOLUTION NO. 95-229 AND RESOLUTION NO. 2001-151, WHICH CREATED AND AMENDED, RESPECTIVELY, THE CHARTER AMENDMENT ADVISORY BOARD, AND CREATING A NEW CHARTER AMENDMENT ADVISORY BOARD; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pompano Beach deems it wise and expedient to establish a Charter Amendment Advisory Board; now, therefore,

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

SECTION 1. That Resolution No. 95-229 and Resolution No. 2001-151, which created and amended, respectively, the Charter Amendment Advisory Board are hereby repealed.

SECTION 2. Establishment.

There is hereby created a Charter Amendment Advisory Board for the City of Pompano Beach.

SECTION 3. Membership.

Membership of this Board shall consist of six (6) members each of whom shall be City residents. The Mayor shall nominate for appointment one (1) member and each Commissioner shall nominate for appointment one (1) member who shall be a resident of the nominating Commissioner's district. The term of office for each member appointed by the City Official shall coincide with the term of the appointing City Official. Each newly elected or re-elected Mayor

to establish the better government of and for the City of Pompano Beach, Florida. The Board shall make periodic reports to the City Commission and shall submit written reports of its recommendations for Charter changes to the City Commission.

3. If a proposed Charter change affects the duties or activities of a particular department of the City, the Board may, through the City Manager, discuss with or invite comments from the department head.

SECTION 5. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 6. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 9th day of December, 2014.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
12/2/14
l:reso/2015-116

Original

RESOLUTION NO. 2001- 151

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CITY RESOLUTION NUMBER 95-114 TO PROVIDE FOR ALTERNATE MEMBERS OF THE CHARTER AMENDMENT BOARD; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission established the Charter Amendment Board without the provision for alternate members; and

WHEREAS, the City Commission now wishes to add alternate membership to the Charter Amendment Board; now, therefore,

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

SECTION 1: That City Resolution No. 95-114 be and the same is hereby amended as follows:

. . .

Section 3: Membership.

Membership of this Board shall consist of five (5) members each of whom shall be City residents. Each Commissioner shall nominate for appointment one (1) member who shall be a resident of the nominating Commissioner's district. The term of office for each member appointed by the City Commissioner shall coincide with the term of the appointing Commissioner. Following each municipal election, each newly elected or re-elected Commissioner shall appoint one (1) member to succeed the prior appointees, or may reappoint the previous appointees. Such appointments shall be made prior to June 1. In the event there is a vacancy other than by expiration of the term, the nomination for appointment shall be for the unexpired term.

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

. . .

SECTION 2: This Resolution shall become effective upon passage.

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

WILLIAM F. GRIFFIN, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
3/14/01
l:reso/2001-215

RESOLUTION NO. 95-229

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, REPEALING RESOLUTION 95-114 WHICH CREATED THE CHARTER AMENDMENT BOARD AND CREATING A NEW CHARTER AMENDMENT ADVISORY BOARD; PROVIDING FOR TERMS OF OFFICE OF ITS MEMBERS AND THEIR POWERS AND DUTIES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pompano Beach, Florida deems it wise and expedient to establish a Charter Amendment Advisory Board; now, therefore

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

SECTION 1. That Resolution 95-114 which created the Charter Amendment Board is hereby repealed in its entirety.

SECTION 2. Establishment.

There is hereby created a Charter Amendment Advisory Board for the City of Pompano Beach.

SECTION 3. Membership.

Membership of this Board shall consist of five (5) members each of whom shall be City residents.

Members shall be appointed by resolution of the City Commission. A Commissioner from each district shall nominate for appointment one (1) member who shall be a resident in the district of the nominating Commissioner. Terms of the first members should be as follows: one member shall serve one year; two members shall serve two years; and two members shall serve three years. All members appointed in the future after the expiration of the original terms shall be appointed to serve for a period of three years. Nominations to fill any subsequent vacancy

shall be made by the Commissioner in whose district the appointment originated. In the event a vacancy occurs otherwise than by expiration of the term, the appointment filling the vacancy shall be for the unexpired term. Members of the Board shall be subject to removal for cause by the City Commission after a hearing before the City Commission. Unexcused absence from three consecutive meetings shall constitute cause for removal.

SECTION 4. Powers and Duties.

1. Immediately after their appointment, the Board shall meet and organize by electing from the membership a Chairman and a Vice Chairman. The Board may adopt rules and regulations for the conduct of its meetings including the methods of calling a meeting. The Board shall keep minutes of its meetings.

2. The Board shall advise the City Commission on the propriety of the existing Charter and make such suggestions and recommendations for changes to the Charter as shall tend to establish the better government of and for the City of Pompano Beach, Florida. The Board shall make periodic reports to the City Commission and shall submit written reports of its recommendations for Charter changes to the City Commission.

3. If a proposed Charter change affects the duties or activities of a particular department of the City, the Board may, through the City Manager, discuss with or invite comments from the department head.

SECTION 5. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 6. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 5th day of September, 1995.

EMMA LOU OLSON, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jm
6/22/95
L:\RESO\95-312

RESOLUTION NO. 95- 114

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, REPEALING RESOLUTIONS 63-49 AND 95-23 WHICH CREATED AND AMENDED RESPECTIVELY, THE CHARTER AMENDMENT ADVISORY BOARD AND CREATING A NEW CHARTER AMENDMENT BOARD; PROVIDING FOR TERMS OF OFFICE OF ITS MEMBERS AND THEIR POWERS AND DUTIES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pompano Beach, Florida deems it wise and expedient to establish a Charter Amendment Board; now, therefore,

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

SECTION 1: That Resolutions 63-49 and 95-23 which created and amended respectively, the Charter Amendment Advisory Board are hereby repealed in their entirety.

SECTION 2: Establishment.

There is hereby created a Charter Amendment Board for the City of Pompano Beach.

SECTION 3: Membership.

Membership of this Board shall consist of five (5) members each of whom shall be City residents. Each Commissioner shall nominate for appointment one (1) member who shall be a resident of the nominating Commissioner's district. The term of office for each member appointed by the City Commissioner shall coincide with the term of the appointing

Commissioner. Following each municipal election, each newly elected or re-elected Commissioner shall appoint one (1) member to succeed the prior appointees, or may reappoint the previous appointees. Such appointments shall be made prior to June 1. In the event there is a vacancy other than by expiration of the term, the nomination for appointment shall be for the unexpired term.

SECTION 4: Powers and Duties.

1. Immediately after their appointment, the Board shall meet and organize by electing from the membership a Chairman and a Vice Chairman. The Board may adopt rules and regulations for the conduct of its meetings including the methods of calling a meeting. The Board shall keep minutes of its meetings.

2. The Board shall advise the City Commission on the propriety of the existing Charter and make such suggestions and recommendations to perfect said Charter as shall tend to establish the better government of and for the City of Pompano Beach, Florida. The Board shall make periodic reports to the City Commission and shall submit a written report as to its recommendations for Charter changes to the City Commission on or before such date as the City Commission shall designate.

3. Where proposed Charter changes affect the duties or activities of particular departments of the City, the Board may, upon approval of the City Manager, discuss such proposed Charter changes with the department head to be affected thereby.

SECTION 5: If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

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

SECTION 6: This Resolution shall become effective upon passage.

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

E. PAT LARKINS, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

SVT:amd
3/16/95
c:\RESO\95-160

RESOLUTION NO. 95-23

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING RESOLUTION NO. 63-49 WHICH CREATED THE CHARTER AMENDMENT ADVISORY BOARD BY DELETING THE CITY ATTORNEY AS AN EX-OFFICIO SIXTH MEMBER OF THE BOARD; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That Section 2, "Membership", of Resolution No. 63-49 is hereby amended to read as follows:

SECTION 2: Membership.

The membership of this Board shall consist of men or women who are legal residents of the City of Pompano Beach, and shall consist of five (5) members serving without pay. Any vacancies in such Board shall be filled by the City Commission, and where such vacancy occurs otherwise than by expiration of the term, the appointment filling such vacancy shall be for the unexpired term. That each Commission District shall be entitled to appoint one member to the Board.

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

provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 3: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 25th day of October, 1994.

E. PAT LARKINS, MAYOR

ATTEST:

MARY L. CHAMBERS
CITY CLERK

SVT:amd
10/15/94
RESO-5 95-21

RESOLUTION NO. 63-49

CITY OF POMPANO BEACH
Broward County, Florida
November 16, 1962

A RESOLUTION CREATING AND ESTABLISHING THE CHARTER AMENDMENT ADVISORY BOARD PRESCRIBING THE TERMS OF OFFICE OF THE MEMBERS OF SAID BOARD AND THEIR POWERS AND DUTIES.

WHEREAS, the City Commission of the City of Pompano Beach, Florida, deems it wise and expedient to establish a Charter Amendment Advisory Board; now, therefore,

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

SECTION 1: Establishment.

Pursuant to the provisions of Section 234, Article XXV of the Charter of the City of Pompano Beach, Florida, there is hereby established a Charter Amendment Advisory Board for said City.

SECTION 2: Membership.

The membership of this Board shall consist of men or women who are legal residents of the City of Pompano Beach, and shall consist of five (5) members serving without pay. Any vacancies in such Board shall be filled by the City Commission, and where such vacancy occurs otherwise than by expiration of the term, the appointment filling such vacancy shall be for the unexpired term. The City Attorney shall be an ex officio sixth (6th) member of said Board.

SECTION 3: Term.

All members of the Charter Amendment Advisory Board shall be appointed by the City Commission to serve a three (3) year term; provided, however, the City Commission may at any time abolish the Charter Amendment Advisory Board; herein provided further, that the first appointments shall be for the following terms:

(1) One member shall be appointed to serve for a period of one (1) year.

(2) Two members shall be appointed to serve for a period of two (2) years.

(3) Two members shall be appointed to serve for a period of three (3) years.

SECTION 4: Powers and Duties.

(1) Immediately after their appointment, the

Board shall meet and organize by electing from the membership a Chairman and a Secretary. The Board may adopt rules and regulations for the conduct of its meetings, including the methods of calling a meeting. The Board shall keep minutes of its meetings.

(2) The Board shall advise the City Commission on the propriety of the existing Charter and make such suggestions and recommendations to perfect said Charter as shall tend to establish the better government of and for the City of Pompano Beach, Florida. The Board shall make periodic reports to the City Commission and shall submit a written report as to its recommendations for Charter changes to be requested of any session of the Florida Legislature to the City Commission on or before such date as the City Commission shall designate.

(3) Where proposed Charter changes affect the duties or activities of particular departments of the City, the Board may, upon approval of the City Manager, discuss such proposed Charter changes with the department head to be affected thereby.

SECTION 5: Should any section or provision of this resolution 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 the validity of the remainder hereof as a whole or any part hereof, other than the part declared to be invalid.

SECTION 6: All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

PASSED AND ADOPTED this 16th day of November, 1962.

Gary Cornfeld
Mayor

ATTEST:

Paul Nunnelley
City Clerk

CHARTER AMENDMENT ADVISORY BOARD

ESTABLISHED: RESOLUTION 63-49

POWERS AND DUTIES

The Powers and Duties of the Charter Amendment Advisory Board are as follows:

1. The Board may adopt rules and regulations for the conduct of its meetings, including the methods of calling the meeting. The Board shall keep minutes of its meetings.

2. The Board shall advise the City Commission on the propriety of the existing Charter and make such suggestions and recommendations to perfect said Charter as shall tend to establish the better government of and for the City of Pompano Beach, Florida. The Board shall make periodic reports to the City Commission and shall submit a written report as to its recommendations for Charter changes to be requested of any session of the Florida Legislature to the City Commission on or before such date as the City Commission shall designate.

3. Where proposed Charter changes affect the duties or activities of a particular department of the City, the Board may, upon approval of the City Manager, discuss such proposed Charter changes with the Department Head to be affected thereby.

Charter Amendment Advisory Board

MEMBERS

Name	Address	District	Phone	Appointed	Expires	Reso. No.
Edward Chandler Comr. Dockswell's Appointee	500 S.E. 28th Avenue (33062) ejcflalaw@gmail.com	1	954-785-2654 H 954-522-4344 O	12/9/2014	11/1/2016	2015-119
VACANCY Vice Mayor Burrie's Appointee		2			11/1/2016 Sally Flocher term	
VACANCY Comr. Hardin's Appointee		3			9/26/2013 Andrew J. Johnston's term	
Whitney Rawls Comr. Phillips' Appointee	1816 NW 4th Street (33069) heavyon@yahoo.com	4	954-917-1686 h 954-444-0188	12/9/2014	11/1/2016	2015-120
Gene Suppell Comr. Moss' Appointee	505 West Palm Aire Dr. (33069) gsuppell@gmail.com	5	954-975-4730	12/9/2014	11/1/2016	2015-121
Kenneth Koch Mayor Fisher's Appointee	1641 N.E. 48th Court (33064) resolver1@comcast.net	2	954-427-8167 h 954-708-0558 c	12/9/2014	11/1/2016	2015-117
Krystal Aaron - Recording Secretary	City Hall Complex		(954) 786-4611			

Meets: Last Thursday of each month @ 5:30 pm as business dictates.
Elections: Annually in October

Meeting Date: September 8, 2015 Agenda Item 22

REQUESTED COMMISSION ACTION:

X Consent ____ Ordinance X Resolution ____ Consideration/Discussion ____ Presentation

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPERTY CITY OFFICIALS TO EXECUTE A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT BETWEEN THE CITY OF POMPANO AND SUMMAN WESTERN INVESTMENTS, INC. PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Summary: The City Commission approved a Tri-Party Agreement July23, 2013 by Resolution No. 340 (Attached) to provide for a public roadway connecting NW 31st Avenue to the Residences of Palm Aire site and to properties north and south, including the 12-acre City Park. This Temporary Construction Easement Agreement will permit the developer to construct the road and a new water line.

(1) Origin of request for this action: Debbie Orshefsky, Esq. of Holland & Knight, LLP
(2) Primary staff contact: Maggie Barszewski/ Robin Bird Ext. 7921
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	8/24/15	Approval	
City Attorney	7/6/2015		CAC: #2015-1360

___ 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 #2015-1360
August 3, 2015

TO: Robin M. Bird, Development Services Director

FROM: Gordon B. Linn, City Attorney

RE: Resolution - Temporary Construction Easement Agreement

As requested, I have prepared and attached herewith a resolution captioned as follows:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SUMMAN WESTERN INVESTMENTS, INC.; PROVIDING AN EFFECTIVE DATE.**

Please carefully review the form of easement agreement before placing before the City Commission to determine if it is satisfactory for your purposes.

GORDON B. LINN

GBL/jrm
l:cor/dev-srv/2015-1360

Attachment

RESOLUTION NO. 2015- _____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SUMMAN WESTERN INVESTMENTS, INC.; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Temporary Construction Easement Agreement between the City of Pompano Beach and Summan Western Investments, 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 Summan Western Investments, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

GBL/jrm
8/3/15
l:reso/2015-439

This instrument was prepared by
and after recording return to:

Lauren Deutch, Esq.
Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, Florida 33434

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is made as of the _____ day of _____, 201_, by the City of Pompano Beach, Florida, a Florida municipal corporation, whose mailing address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 (the "**City**") and Summan Western Investments, Inc., a Florida corporation, whose mailing address is 449 Sunset Drive, Hallandale Beach, Florida 33009 ("**Summan**"), in favor of West Atlantic Boulevard Apartments Investors LLC, a Delaware limited liability company, whose mailing address is 2001 Summit Park Drive, Suite 300, Orlando, Florida 32810 (the "**Grantee**").

WITNESSETH:

WHEREAS, the City is the owner of that real property located in Broward County, Florida, described on Exhibit "A" attached hereto and made a part hereof ("City Property"); and

WHEREAS, Summan is the owner of that real property located in Broward County, Florida, located adjacent to the City Property and described on Exhibit "B" attached hereto and made a part hereof (the "Summan Property");

WHEREAS, the Grantee is the owner of that real property located in Palm Beach County, Florida, located to the west of the City Property (the "Grantee Property");

WHEREAS, the Grantee will be constructing on the City Property certain improvements consisting of a water line (the "New Water Line") and a road (the "Road" and together with the New Water Line, collectively the "Improvements") to provide access to and from the Grantee Property for access and ingress and egress ultimately to NW 31st Avenue in Broward County, Florida;

WHEREAS, the City has agreed to grant to the Grantee a temporary construction easement over the City Property to facilitate the construction of the Improvements on the City Property;

WHEREAS, Summan has agreed to grant to the Grantee a temporary construction easement over the Summan Property to facilitate the construction of the Improvements on the City Property; and

WHERAS, the City, Summan and the Grantee desire to enter into this Agreement to set forth the terms of their agreement as to easements for the construction of the Improvements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agrees as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. Temporary Construction Easements. The City hereby grants to the Grantee, its employees, contractors, subcontractors, licensees, vendors, material suppliers, agents, successors and assigns, a temporary, non-exclusive easement in, over and across the City Property, together with any and all other rights of ingress, egress, regress, use and access which are reasonably necessary or appropriate to permit the full, non-exclusive use of the City Property to facilitate the construction of the Improvements (including any warranty work necessary after completion of the Improvements) on the City Property, including an easement and right to store materials and equipment on the City Property as necessary in connection with such construction. Summan hereby grants to the Grantee, its employees, contractors, subcontractors, licensees, vendors, material suppliers, agents, successors and assigns, a temporary, non-exclusive easement in, over and across the Summan Property, together with any and all other rights of ingress, egress, regress, use and access which are reasonably necessary or appropriate to permit the full, non-exclusive use of the Summan Property to facilitate the construction of the Improvements (including any warranty work necessary after completion of the Improvements) on the City Property, including an easement and right to store materials and equipment on the Summan Property as necessary in connection with such construction. The Grantee agrees that the use of the City Property and the Summan Property shall at all times be in accordance with and in full compliance with any and all applicable laws, rules and regulations including, without limitation, the governmental regulations of the City, Broward County and the State of Florida.

3. Term. This Agreement shall automatically terminate upon the earlier to occur of (a) one year after the completion of the installation of the Improvements and final acceptance of same by the City, or (b) two (2) years from the date of recordation of this Agreement. Notwithstanding the preceding sentence, upon the request of any of the parties hereto after the completion of the installation of the Improvements and expiration of any warranty period, all of the parties hereto agree to join in and execute a written termination of this Agreement and all easements contained herein in recordable form to be recorded within the public records of Broward County in order to terminate and discharge this Agreement from such public records.

4. Indemnification by Grantee. The Grantee hereby agrees to indemnify, save and hold the City and Summan, harmless from and against any and all claims, liens, actions, cause of action, loss, damage, injury, liability, cost or expense, including without limitation reasonable attorney's fees, arising or resulting from or in connection with the use of the easements granted herein by the Grantee or any of its employees, contractors, subcontractors, licensees, vendors, material suppliers, agents, and/or successors and assigns, and/or the construction of the Improvements. The Grantee, at its expense, shall maintain commercial general liability and property damage insurance in an amount not less than $1,000,000 combined single limits, which insurance shall be underwritten by an insurance company licensed to do business in Florida, and which policy shall name the City and Summan as additional insureds. The Grantee shall furnish the City and Summan with certificates of insurance evidencing the initial coverage, and with

renewal certificates prior to the expiration of each policy period. The Grantee also agrees to cause its contractors performing any work with respect to the construction of the Improvements to obtain and maintain workers' compensation insurance as required by law and commercial general liability insurance in an amount not less than $1,000,000 combined single limits.

5. Miscellaneous.

(a) Amendment: This Agreement constitutes the entire agreement between the parties, and supersedes any other agreement or understanding of the parties with respect to the easements herein contained. This Agreement may not be amended or modified in whole or in part except by an instrument in writing signed by the City, Summan and the Grantee, and recorded in the Public Records of Broward County, Florida. No waiver of any term, provision, condition, covenant or agreement herein contained by a party shall be effective unless set forth by writing signed by such party, and any such waiver shall be effective only to the extent set forth in such writing. No failure by a party to exercise nor a delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any right or remedy provided at law or in equity. No right, power or remedy of any party is intended to be exclusive of any other right, power or remedy, but each and every such right, power or remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing in law or in equity or by statute.

(b) Successors and Assigns: The rights and obligations described herein are intended as, and shall be, covenants running with the land described herein and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. All obligations of the City, Summan and the Grantee, respectively hereunder, shall be binding upon their respective successor-in-title and assigns.

(c) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and exclusive venue for any proceeding arising herefrom shall be in Broward County, Florida. Whenever in this Agreement one of the parties is named or referred to, the heirs, legal representatives, successors and/or assigns of such party shall be included, and all covenants and agreements contained in this Agreement by or on behalf of any party shall bind and inure to the benefit of such party's respective heirs, legal representatives, successors and/or assigns, whether so expressed or not.

(d) Headings: The headings used in this Agreement are for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants and agreements herein set forth, or limit the provisions or scope of any provisions hereof.

(e) Severability: If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

"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:

_____
MARK E. BERMAN, 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

WITNESSES:

Name: JILL E JACOBS

Name: GERALD E. COWEN

SUMMAN WESTERN INVESTMENT, INC., a Florida corporation

By: _____
Harry T. Hurley, President

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 9th day of July, 201_, by Harry T. Hurley, as President of Summan Western Investment, Inc., on behalf of said company. He is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida
Name: _____
Commission Expires: _____

GERALD E. COWEN
MY COMMISSION # EE880202
EXPIRES: March 25, 2017

Exhibit "A"
Legal Description of the City Property

SKETCH AND LEGAL DESCRIPTION
(THIS IS NOT A SURVEY)
NOT VALID WITHOUT SHEETS 1 & 2 OF 2

LEGAL DESCRIPTION:

A PORTION OF PARCEL C, RESIDENCES OF PALM AIRE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 181, PAGES 178 THROUGH 182, INCLUSIVE, AND A PORTION OF PARCEL G, GIBSON'S PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 99, PAGE 45, BOTH PLATS HAVING BEEN RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL C, THENCE ALONG THE WEST LINE OF SAID PARCEL C, NORTH 01°22'47" WEST A DISTANCE OF 122.00 FEET; THENCE ALONG A LINE 122.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF SAID PARCEL C, NORTH 88°48'35" EAST A DISTANCE OF 101.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 64.00 FEET, A CENTRAL ANGLE OF 73°58'01" AND AN ARC LENGTH OF 82.62 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 41.00 FEET, A CENTRAL ANGLE OF 38°00'59" AND AN ARC LENGTH OF 27.20 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 35°57'02" AND AN ARC DISTANCE OF 12.55 FEET TO THE POINT OF TANGENCY; THENCE ALONG A LINE 50.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF SAID PARCEL C, NORTH 88°48'35" EAST A DISTANCE OF 184.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 287.00 FEET, A CENTRAL ANGLE OF 03°27'51" AND AN ARC LENGTH OF 17.35 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 87°43'34" EAST A DISTANCE OF 196.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 287.00 FEET, A CENTRAL ANGLE OF 03°27'51" AND AN ARC LENGTH OF 17.35 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88°48'35" EAST A DISTANCE OF 118.73 FEET; THENCE ALONG THE EAST LINE OF SAID PARCEL G, GIBSON'S PLAT, BEING COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF N.W. 31ST AVENUE, SOUTH 01°17'49" EAST A DISTANCE OF 70.00 FEET; THENCE SOUTH 88°48'35" WEST A DISTANCE OF 13.22 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 26°51'11" EAST; THENCE ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 50890, PAGE 1798 OF SAID PUBLIC RECORDS OF BROWARD COUNTY THE FOLLOWING FIVE (5) COURSES: WESTERLY ALONG THE ARC OF THE AFORESAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE 28°09'00" AND AN ARC LENGTH OF 12.28 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88°42'11" WEST A DISTANCE OF 79.87 FEET; THENCE NORTH 78°47'52" WEST A DISTANCE OF 56.33 FEET; THENCE NORTH 85°35'22" WEST A DISTANCE OF 56.38 FEET; THENCE NORTH 73°35'46" WEST A DISTANCE OF 41.55 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL C; THENCE ALONG THE SOUTH LINE OF SAID PARCEL C, SOUTH 88°48'35" WEST A DISTANCE OF 468.56 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 1.1482 ACRES (50,017 SQUARE FEET), MORE OR LESS.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.
2. LANDS DESCRIBED HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR OWNERSHIP, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS THAT MAY APPEAR IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
3. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 48 SOUTH, RANGE 42 EAST BROWARD COUNTY, FLORIDA, HAVING A BEARING OF NORTH 01°22'47" WEST.
4. THE DESCRIPTION CONTAINED HEREIN AND THE ATTACHED SKETCH DOES NOT REPRESENT A FIELD BOUNDARY SURVEY.

CALVIN, GIORDANO & ASSOCIATES, INC.

SIGNED: 8-6-15
DAVID E. ROHAL
PROFESSIONAL SURVEYOR AND MAPPER NO. 4315
STATE OF FLORIDA

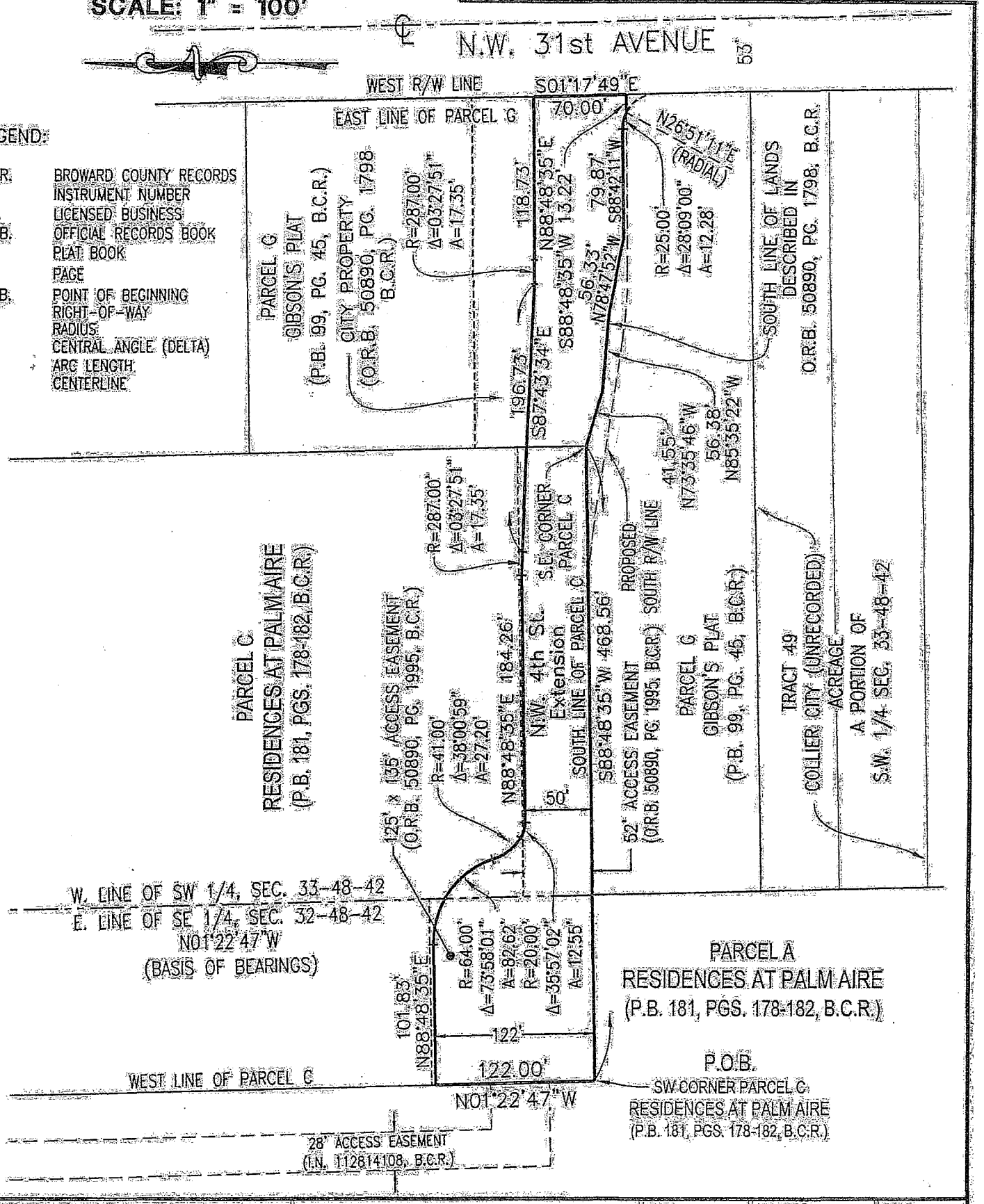
Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
560 Village Boulevard • Suite 340 • West Palm Beach, FL 33409
Phone 561.684.6161 • Fax 561.684.6160

SKETCH AND LEGAL DESCRIPTION
RESIDENCES AT PALM AIRE
CITY OF POMPANO BEACH, FLORIDA

SCALE	PROJECT No	SHEET
NONE	13-5823	1
DATE	CAD FILE	

SKETCH AND LEGAL DESCRIPTION
(THIS IS NOT A SURVEY)
NOT VALID WITHOUT SHEETS 1 & 2 OF 2

SCALE: 1" = 100'



Projects\2013\135823_Palm Aire Boundary Survey\Survey\SKETCH\4th Street Extension CAD_etc\13-582324-V-SL-4th Street Extension - City.dwg

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
560 Village Boulevard • Suite 340 • West Palm Beach, FL 33409
Phone 561.684.6161 • Fax 561.684.6360

SKETCH AND LEGAL DESCRIPTION
RESIDENCES AT PALM AIRE
CITY OF POMPANO BEACH, FLORIDA

SCALE	PROJECT No.	SHEET
1" = 100	13-5823	2
DATE	CAD FILE	

Exhibit "B"

Legal Description of the Summan Property

4810-6665-5007, v. 1

LAND DESCRIPTION
SUMMAN PARCEL
RESIDENCES AT PALM AIRE
CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA

PARCEL "G", LESS THE NORTH 170.38 FEET THEREOF OF THAT PORTION OF PARCEL "G" LYING IN THE MOST NORTHEASTERN PORTION OF SAID PARCEL "G", "GIBSON'S PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 99, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

ALSO LESS THEREFROM THE FOLLOWING DESCRIBED PARCEL AS SHOWN IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 50890, PAGE 1798 OF THE PUBLIC RECORDS OF BROWARD COUNTY AND BEING DESCRIBED AS FOLLOWS: A PORTION OF "PARCEL G, GIBSON'S PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 99, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LANDS MORE PARTICULARLY DESCRIBED AS: COMMENCE AT THE SOUTHWEST CORNER OF PARCEL G, GIBSON'S PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 99 AT PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG THE WEST LINE SAID PARCEL "G" NORTH 01°22'47" WEST 127.50 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "G"; THENCE ALONG THE NORTH LINE OF THE WESTERN PORTION OF SAID PARCEL "G" NORTH 88°48'35" EAST 333.55 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF THE NORTHERN PORTION OF SAID PARCEL "G" NORTH 01°20'18" WEST 84.77 FEET; THENCE NORTH 88°47'11" EAST 255.73 FEET TO THE EAST LINE OF SAID PARCEL "G" AND THE WEST RIGHT OF WAY LINE OF N.W. 31ST AVENUE AS SHOWN ON SAID "GIBSON'S PLAT"; THENCE ALONG THE EAST LINE OF SAID PARCEL "G" AND THE SAID WEST RIGHT OF WAY LINE SOUTH 01°17'49" EAST 139.83 FEET TO A POINT OF CUSP BEING A TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND AN ARC DISTANCE OF 39.27 FEET; THENCE SOUTH 88°42'11" WEST, A DISTANCE OF 79.87 FEET; THENCE NORTH 78°47'52" WEST, A DISTANCE OF 56.33 FEET; THENCE NORTH 85°35'22" WEST, A DISTANCE OF 56.38 FEET; THENCE NORTH 73°35'46" WEST, A DISTANCE OF 41.55 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

THE NORTH ONE-QUARTER (N1/4) OF THE SOUTH FOUR-FIFTHS (S 4/5) OF THE NORTHWEST ONE-QUARTER (NW ¼) OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE EAST 75.00 FEET THEREOF AND LESS THE WEST 125.00 FEET OF THE NORTH 60.00 FEET THEREOF.

SAID LANDS SITUATE WITHIN THE CITY OF POMPANO BEACH, BROWARD COUNTY FLORIDA.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of Broward County. The Descriptions contained herein were taken from Special Warranty Deed recorded in Official Records Book 50890, Page 1798 Record Plats and other documents located in the Public Records of Broward County, Florida.
3. Bearings shown hereon are based on an assumed bearing of North 01°22'47"West on the East line of Section 32, Township 48 South, Range 42 East, Broward County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Gregory J. Clements Date: 1-29-2015

Gregory J. Clements
Professional Surveyor and Mapper
Florida Registration Number LS 4479

Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
January 27, 2015
P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\Legal Descriptions\ADDITIONAL EASEMENTS\SUMMAN PROPERTY.docx

"SUMMAN LAND"

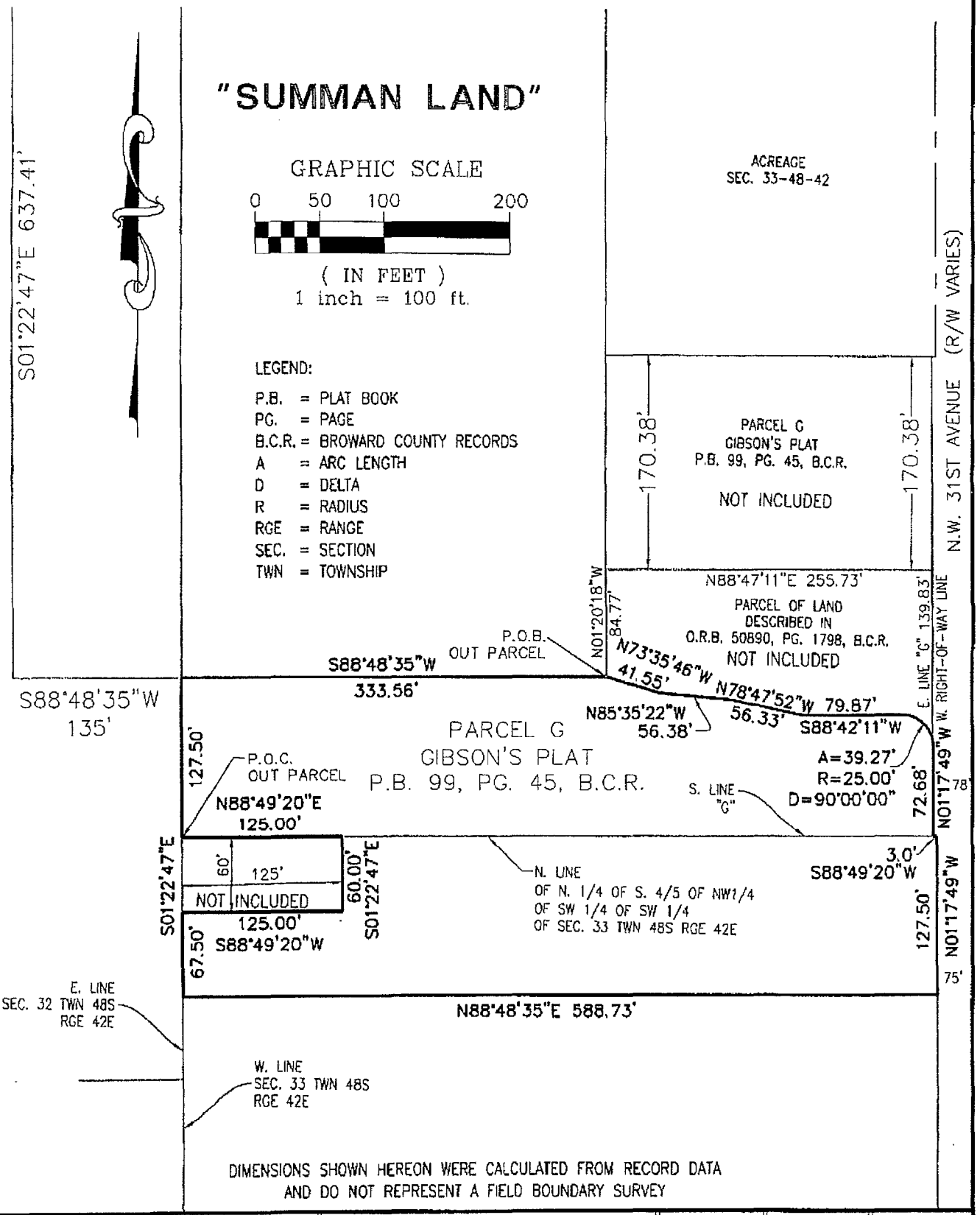
GRAPHIC SCALE

0 50 100 200

(IN FEET)
1 inch = 100 ft.

LEGEND:

P.B. = PLAT BOOK
PG. = PAGE
B.C.R. = BROWARD COUNTY RECORDS
A = ARC LENGTH
D = DELTA
R = RADIUS
RGE = RANGE
SEC. = SECTION
TWN = TOWNSHIP



DIMENSIONS SHOWN HEREON WERE CALCULATED FROM RECORD DATA
AND DO NOT REPRESENT A FIELD BOUNDARY SURVEY

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone 954.921.7781 • Fax 954.921.0807
Certificate of Authorization 6791

SKETCH AND LEGAL DESCRIPTION

SCALE	PROJECT No.	SHEET
AS SHOWN	13-5823.17	3 of 3
DATE	CAD FILE	
01-27-2015	SEE LEFT	

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\ADDITIONAL EASEMENTS 12-2014\135823-V-SUMMANLAND.dwg Jan 30, 2015 - 10:22am

RESOLUTION NO. 2013-340

INSTR # 111743357
OR BK 50086 Pages 1752 - 1798
RECORDED 08/16/13 10:22:12 AM
BROWARD COUNTY COMMISSION
DEPUTY CLERK 2030
#1, 47 Pages

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 TRI-PARTY AGREEMENT AMONG THE CITY OF POMPANO BEACH, PALM AIRE ASSOCIATES LIMITED PARTNERSHIP AND SUMMAN WESTERN INVESTMENT, INC.; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Agreement among the City of Pompano Beach, Palm Aire Associates Limited Partnership and Summan Western Investment, 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 among the City of Pompano Beach, Palm Aire Associates Limited Partnership and Summan Western Investment, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 23rd day of July, 2013.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
7/16/13
l:reso/2013-366

Prepared by:
Tracy H. Lautenschlager, Esq.
Greenberg Traurig, P.A.
401 E. Las Olas Blvd., Suite 2000
Fort Lauderdale, FL 33301

TRI PARTY AGREEMENT

This Tri Party Agreement ("Agreement") is made and entered into this 26th day of July, 2013, by and between the CITY OF POMPANO BEACH, FLORIDA, a Florida municipal corporation ("City"), PALM AIRE ASSOCIATES, LIMITED PARTNERSHIP, a Delaware Limited Partnership, its successors and assigns ("Palm Aire") and SUMMAN WESTERN INVESTMENT, INC., a Florida corporation, its successors and assigns ("Summan"). City, Palm Aire and Summan are referred to herein as the "Parties."

WHEREAS, Palm Aire owns that certain 85+/- acre parcel of land located north of Atlantic Blvd., between N.W. 31st Avenue and the Florida Turnpike, more particularly described in **Exhibit "A,"** attached hereto (the "Property"); and

WHEREAS, Palm Aire owns that certain 10+/- acre parcel of land within the Property, more particularly described in **Exhibit "A-1,"** attached hereto (the "Original Park Property"), which it is obligated to dedicate to the City for park purposes upon certain terms set out in a Declaration of Restrictive Covenants dated July 8, 2010, and recorded at Official Records Book 47427, Page 1280, of the Public Records of Broward County, Florida ("Original Declaration"); and

WHEREAS, the City has requested and Palm Aire has agreed to dedicate certain additional land adjacent to the Original Park Property of approximately 2-acres, more particularly described in **Exhibit "A-2,"** attached hereto. The property depicted on Exhibits A-1 and A-2 are hereinafter referred to collectively as the "Park Property;" and

WHEREAS, Summan owns two certain parcels of substantially vacant land lying adjacent to and south of the Park Property totaling approximately 3.14 acres, more particularly described in **Exhibit "B,"** attached hereto (the "Summan Property"); and

WHEREAS, the City owns a certain strip of land located between the two Summan Property parcels ("City Utility Parcel") which is utilized by City for access to the generator and for a raw water line ("Water Line"), a portion of which City Utility Parcel described in **Exhibit "C"** is referred to herein as the "Swap Parcel;" and

WHEREAS, future development of the Property, the Park Property, and the Summan Property will require access between said properties and N.W. 31st Avenue; and

WHEREAS, the Parties wish to provide for permanent access to N.W. 31st Avenue in accordance with the conceptual plan attached hereto as **Exhibit E** (the "New Road"), which plan requires the conveyance to the City for roadway use and related drainage purposes of a portion of the Summan Property located on the northern portion of the Summan Property between the Park Property and N.W. 31st Avenue more particularly described on **Exhibit "D,"** attached hereto (the "Road Parcel"); and

WHEREAS, the Summan Property, the Park Property and the Property will be enhanced and improved by the relocation of the Water Line to the Road Parcel (the "New Water Line") and construction of a new public road extending N.W. 4th Street westerly across N.W. 31st Avenue to the Property and the Park Property, as shown on Exhibit E; and

WHEREAS, in the event the preliminary design of the New Water Line is performed by Palm Aire and is acceptable to the City as described herein, the City is willing to declare the Swap Parcel surplus and offer same for sale, subject to an easement for access and utility purposes, in accordance with Section 253 of the City Charter, as more particular described herein; and

WHEREAS, Palm Aire and the City wish to modify the Original Declaration with regard to the timing of the dedication of the Park Property and the matters set forth in this Agreement, as set out in that certain Amendment to Declaration executed of even date herewith ("Amended Declaration").

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.

2. Preliminary Design of New Water Line.

Within eighteen (18) months following the Effective Date of the this Agreement, Palm Aire may elect to proceed with preliminary design of the New Water Line. If Palm Aire elects to proceed with preliminary design, Palm Aire shall at its sole expense cause to be prepared and provided to the City: (i) a survey depicting all existing utility infrastructure that may be affected by the Construction (as hereinafter defined). City shall cooperate fully in the preparation of such survey, including providing access to City-owned lands and sharing all available information regarding existing City-owned facilities ("Existing Facility Survey"); and (ii) preliminary plans of the New Water Line, completed to approximately 60% completion ("60% Plans"). The Existing Facility Survey and 60% Plans must include all items reasonably required by the City. City shall evaluate the 60% Plans and advise Palm Aire within 45 days whether the 60% Plans are acceptable or shall identify specific revisions required which, when made, will render the 60% Plans acceptable. If the City determines, after the review and revision process described above, that the 60% Plans cannot be revised and thereafter completed to result in Construction Plans that meet all applicable codes and reasonable requirements of the City, City shall notify Palm Aire in writing of such determination and this Agreement shall terminate. If Palm Aire

b. Following completion of the plans for the Construction and approval of same by the applicable permitting agencies (the "Construction Plans"), Palm Aire shall cause to be prepared for execution by City and Summan, as applicable, a form of temporary construction easement and sketch and legal description of such property as is needed for construction of the New Water Line and the New Road. Palm Aire shall provide same, together with the approved Construction Plans, to Summan and City for review and approval. The temporary construction easement shall, at a minimum, provide that Palm Aire or its designees or contractors shall indemnify and save City and Summan, as applicable, harmless from or on account of the construction of the New Water Line and the New Road and related work upon the described area and shall save and protect such parties from the claims of any potential construction lienors. The temporary construction easement shall further require that all persons and entities, including contractors and invitees, utilizing the easement areas shall keep and maintain workers' compensation insurance as required by law and commercial general liability insurance in such reasonable limits as may be required by Summan and City. Summan and City shall have thirty (30) days to review the temporary construction easement and shall thereafter execute and deliver same to Palm Aire, together with any and all other documents, permits or notices required to be executed by the owner of the affected property to permit the construction of the New Water Line and the New Road.

c. The Construction Plans must be complete and permitted and construction of the New Road must be commenced prior to the issuance of the first building permit for a principal building for development within the Property. Construction of the New Water Line and New Road and all related work depicted on the Construction Plans (hereinafter referred to as the "Improvements") must be complete and accepted by the City prior to the issuance of the first certificate of occupancy for any development within the Property.

d. Following completion of the Improvements and all of such Construction passing final inspection by the City and all other permitting agencies having jurisdiction, Palm Aire shall deliver or cause to be delivered to the City: (i) executed waivers or releases of lien from all contractors for the New Water Line and the New Road, (ii) an executed bill of sale for all of the Improvements, (iii) documents evidencing a 1-year warranty of the Improvements from the contractors, and (iv) a warranty bond for the New Water Line equal to 10% of the construction cost of the New Water Line (hereinafter the "Improvements Turnover"). In addition, in connection with the Improvements Turnover, Palm Aire shall deliver to the City an executed easement for vehicular and pedestrian access over and across any portions of the entire New Road, as shown on Exhibit E, including the cul-de-sac and access road(s) to the City Utility Parcel, located upon property that is not at the time of the Improvements Turnover owned by the City, or, at the direction of the City, shall dedicate the entire New Road to the public by instrument acceptable to the City Attorney.

6. Dedication of Park Property. Simultaneously with the Closing, Palm Aire will dedicate or convey to the City good and marketable title to the Park Property; provided, however, Palm Aire shall retain, for itself, its successors and assigns, as an appurtenance to the Property, an access easement over and across the Park Property for pedestrian and vehicular access. The foregoing retained easement shall not impose any affirmative obligation upon the City to develop or improve the Park Property; it is the intent of the City and Palm Aire that, when and if the Park Property is improved as a public park, the Property shall have direct access to the Park Property

at a location acceptable to the City in its discretion, and Palm Aire, its successors and assigns, shall have the right to access and use the Park Property in common with the public. If this Agreement terminates pursuant to paragraphs 2, 3 or 4, above, then Palm Aire will dedicate or convey to the City the Park Property (subject to the retained access easement described in the immediately preceding sentence) within six (6) months following such termination. Palm Aire shall accomplish the dedication by whatever form of instrument reasonably requested by the City Attorney and shall deliver with the instrument a certificate of title for the Park Property.

7. Release from Declaration. Following acceptance by the City of the Park Property, Palm Aire shall be deemed to have fully performed all requirements of the Original Declaration and Amended Declaration with regard to "Park Dedication," and, upon request, City agrees to and shall execute a partial release in recordable form setting forth the performance and completion of the park requirements of the Original and Amended Declarations.

8. Relocation of Additional City Facilities from Swap Parcel. If the Existing Facilities Survey reveals that certain City facilities (such as concrete pad or fuel tanks or both) associated with the City's generator ("Additional City Facilities") are actually located in part upon the Swap Parcel, then, following the Closing and prior to the Improvements Turnover, Summan shall cause all such Additional City Facilities to be relocated from the Swap Parcel to City-owned property at locations acceptable to the City ("Summan Work"). The Summan Work shall be planned and performed in compliance with all applicable City, County and State of Florida requirements and regulations and must be acceptable to the City in every respect. It is understood and agreed by the Parties that the City's retained easement for access and utility use upon the Swap Parcel shall not be vacated until all City facilities are relocated from the Swap Parcel. If this Agreement terminates prior to the Closing, there shall be no duty to perform the Summan Work.

9. Force Majeure. No Party will be considered in breach of or in default of any of their respective obligations under this Agreement (including, without limitation, the commencement or completion of the Work) as a result of unavoidable delay due to strikes, lockouts, acts of God, archaeological excavation required by law, inability to obtain labor or materials due to government restrictions, epidemics, quarantine restrictions, freight embargoes, fire, lightening, riot, war, hurricane, floods, extremely abnormal and excessively inclement weather or similar causes beyond the commercially reasonable control of a Party (in each case, an event of "Force Majeure"). Upon occurrence of a Force Majeure, the applicable time period will be extended for the period of the Force Majeure event.

10. Notices. Any notice, demand or other communication required or permitted to be given by the terms of this Agreement must be in writing and must be sent by (a) a recognized overnight delivery service which provides confirmation of delivery; (b) certified or registered mail, return receipt requested; (c) hand-delivery, with a delivery receipt provided to the sender; or (d) facsimile or email, provided that the notice is also sent by one of the three foregoing methods. Notice will be effective upon delivery or refusal of delivery. A party may change its address for notice by sending written notice of the new address in accordance with this provision. The addresses of the parties for the giving of notice are as follows:

If to the City: City of Pompano Beach
P.O. Box 1300

Pompano Beach, FL 33061
Attention: City Manager

With copy to: Gordon Linn, Esq., City Attorney
P.O. Box 2083
Pompano Beach, FL 33061-2083

If to Palm Aire: Palm Aire Associates Limited Partnership
10231 Blue Heron Cove
West Palm Beach, FL 33412
Attention: Ben Goldman

With copy to: Debbie M. Orshefsky, Esq.
Greenberg Traurig, P.A.
401 E. Las Olas Blvd., Suite 2000
Fort Lauderdale, FL 33301

If to Summan: Summan Western Investment, Inc.
449 Sunset Drive
Hallandale Beach, FL 33009
Attention: Harry Hurley, Pres.

With copy to: Gerald E. Cowan, Esq.
2432 Hollywood Boulevard
Hollywood, FL 33020

11. Amendment. No modification or amendment of this Agreement will be of any force or effect unless in writing executed by all Parties to this Agreement.

12. Covenant Running with the Land. This Agreement shall be recorded in the Public Records of Broward County, Florida, and the rights and obligations set forth herein shall be binding upon the Parties, their successors and assigns. It is intended that this Agreement and the rights and obligations herein shall run with the Property and the Summan Property and shall bind every person acquiring any fee, leasehold, easement or other interest therein, and shall inure to the benefit of the Parties, their successors and assigns.

13. Construction of Agreement. All parties to this Agreement have substantially contributed to the drafting and negotiation of this Agreement, and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The parties acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments, and have sought and received whatever competent legal advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations set forth in this Agreement.

14. Counterparts. This Agreement may be signed in any number of counterparts, each of which constitutes the agreement of the parties and each of which will be treated as an original.

does not submit the Survey and 60% Plans within eighteen months following the Effective Date of this Agreement, this Agreement shall terminate.

3. Consideration of Swap Property.

Following acceptance of the 60% Plans, City agrees to consider adoption of a resolution declaring the Swap Parcel to be surplus. If the City adopts such a resolution, it will thereafter offer the Swap Parcel for sale or exchange and publish notice as required by Section 253 of the City Charter. The terms of the Swap Parcel offer shall include establishment upon the Swap Parcel of an access and utility easement in favor of the City. At such time as the Swap Parcel is no longer used for public or City access and utility purposes (not later than the Improvements Turnover, as defined below), the City will promptly process a vacation of the easement in accordance with City procedures. If the City, after consideration of all responsive proposals, elects to accept a proposal by which Summan will acquire the Swap Parcel and the City will acquire the Road Parcel it will notify Summan and Palm Aire of such decision (the "Property Decision"), and the provisions of paragraphs 4, 5, 6, 7 and 8 of this Agreement shall become effective. If the City, for any reason, elects to accept any other proposal or reject all proposals, then this Agreement shall terminate.

4. Exchange of Parcels.

In the event the City elects to accept a proposal, pursuant to paragraph 3, above, and notifies Palm Aire of the Property Decision, City and Summan will proceed to negotiate or finalize a contract for purchase and sale and undertake to perform the conditions set out in such contract and, if all conditions of the purchase and sale contract are satisfied, proceed to closing, including exchange of deeds transferring marketable title to the Road Parcel to the City and marketable title to the Swap Parcel to Summan (subject to the retained easement for access and utility purposes described in paragraph 3, above), in accordance with the terms of the resolution and other terms and conditions established by the City in connection with the notice of sale ("Closing").

5. Completion of Design and Construction of New Water Line and New Road.

a. Promptly following the Closing, Palm Aire shall at its sole cost complete or cause the completion of the design, permitting and construction of all the necessary improvements to implement: (i) the relocation and re-routing of the New Water Line from the City Utility Parcel to the Road Parcel and (ii) construction of the New Road, which shall be designed and constructed to right-of-way standards (collectively the "Construction"). The Construction shall be undertaken in compliance with all applicable City, County and State of Florida requirements and regulations for such facilities and must be acceptable to the City in every respect. It is acknowledged that the plans for the New Water Line must adequately address relocation of the stub-out facility for raw water line clean-out. Dimensions, turning radii and all other design features of access areas and access roads to and within the City Utility Parcel must be acceptable to the City in every respect. City agrees to and shall review the plans for the Construction and any revised or resubmitted Construction plans promptly after receipt from Palm Aire.

15. Entire Agreement. This Agreement sets forth the entire agreement and understanding among the parties relating to the subject matter of the Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the parties, concerning the matters addressed herein.

16. Governing Law; Venue; Waiver of Jury Trial. This Agreement will be interpreted and enforced in accordance with Florida law. Venue for any litigation arising out of this Agreement will be Broward County, Florida. The parties hereby voluntarily waive any right to a trial by jury in any litigation which may arise out of or in connection with this Agreement or the performance hereof.

17. No Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

18. Section and Paragraph Headings. The section and paragraph headings contained in this Agreement are for purposes of identification only and are not to be considered in construing this Agreement.

19. Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable law. If any provisions of this Agreement, or the application of any provisions of this Agreement, to any person or circumstance is for any reason and to any extent, invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties contained herein, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected, and will be enforced to the fullest extent permitted by law.

20. Signatories' Authority. The individuals signing this Agreement represent and warrant that they have the authority and approval to execute this Agreement on behalf of the party they are identified as representing below. The undersigned representatives represent that they are agents of their respective parties duly authorized to execute contracts generally and this Agreement in particular.

21. Successors and Assigns. This Agreement and all obligations of the parties under this Agreement will be binding upon and will inure to the benefit of the City, Palm Aire and Summan, and their permitted legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties have executed the foregoing Agreement.

(Signatures appear on the following pages.)

WITNESSES:

William Seltzer
Print name:

Alexis Stewart
Print name: Alexis Stewart

PALM AIRE ASSOCIATES, LIMITED PARTNERSHIP

By
Name:
Title:

STATE OF PA
COUNTY OF Philadelphia

The foregoing instrument was acknowledged before me this 16th day of July, 2013, by Jeffrey P Orleans as President of Resort at Palm Aire, Inc., the general partner of Palm Aire Associates Limited Partnership, on behalf of said company. He/she is personally known to me or has produced — as identification.

(Notarial Seal)

Notary public name: Martha Ann Reilly
My commission expires: 4/18/2017

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MARTHA ANN REILLY, Notary Public
City of Philadelphia, Phila. County
My Commission Expires April 18, 2017

WITNESSES:

Print name: Teresa Solmo Maetinez

Print name:

SUMMAN WESTERN INVESTMENT, INC., a Florida corporation

By
Name:
Title: Harry T. Hurley
Pres.

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 17th day of July, 2013, by Harry T. Hurley as President of Summan Western Investment, Inc., on behalf of said company. He/she is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary public name:
My commission expires:

GERALD E. COWEN
MY COMMISSION # EE880202
EXPIRES: March 25, 2017

WITNESSES:

CITY OF POMPANO BEACH, FLORIDA

By SEE PAGE 10-A ATTACHED
Name:
Title:

_____
Print name:

_____
Print name:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by _____ as _____ of the CITY OF POMPANO BEACH, FLORIDA. He/she is personally known to me or has produced _____ as identification.

(Notarial Seal)

_____
Notary public name:_____
My commission expires: _____

"CITY":

Witnesses:

Betty J. Moses

Shelly R. Bartholomew

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

_____
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of July, 2013 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE674865
Expires 2/14/2017

_____
NOTARY PUBLIC, STATE OF FLORIDA

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

_____
Commission Number

Exhibit List

Exhibit A – Property
Exhibit A-1 – Original Park Property
Exhibit A-2 – Additional Dedication Land
Exhibit B – Summan Property
Exhibit C – Swap Parcel
Exhibit D – Road Parcel
Exhibit E – New Road Plan

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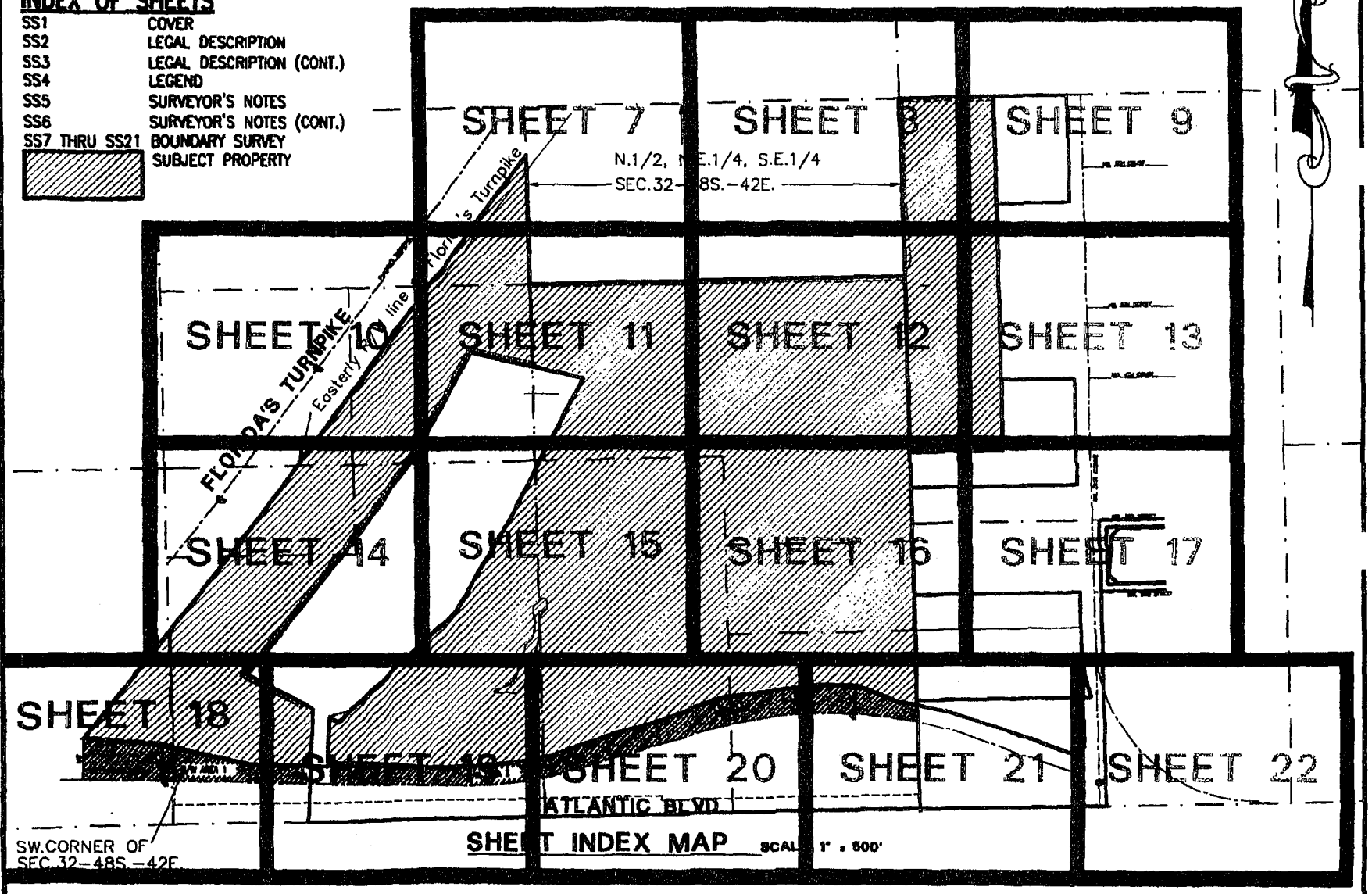
EXHIBIT A

PALM AIRE - GOLF COURSE

AREA CALCULATIONS	
R/W AREA 1 =	1.685 ACRES
R/W AREA 2 =	3.857 ACRES
TOTAL FRONTAGE R/W AREA =	5.542 ACRES
SITE AREA =	84.881 ACRES
TOTAL GROSS AREA =	90.423 ACRES

INDEX OF SHEETS

SS1	COVER
SS2	LEGAL DESCRIPTION
SS3	LEGAL DESCRIPTION (CONT.)
SS4	LEGEND
SS5	SURVEYOR'S NOTES
SS6	SURVEYOR'S NOTES (CONT.)
SS7 THRU SS21	BOUNDARY SURVEY
	SUBJECT PROPERTY



SHEET INDEX MAP SCALE 1" = 500'

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 Fax: 954.921.9807
Certificate of Authorization 6781

BOUNDARY SURVEY

SCALE	DATE	PROJECT No.	CAD FILE	SHEET
N. T. S.	06-24-13	13-5823.2		1 of 22

EXHIBIT A

LAND DESCRIPTION:

A PARCEL OF LAND IN THE SOUTH ONE-HALF (S. 1/2) OF SECTION 32, AND IN THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 01°22'47" WEST ALONG THE EAST LINE OF SAID SECTION 32, SAME BEING THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 365.78 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF WEST ATLANTIC BOULEVARD, A 124.00 FOOT RIGHT-OF-WAY ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAP NUMBER 410055, SECTION 86130-2504, SHEET 12 OF 18, SAME BEING THE SOUTHWEST CORNER OF TEXACO-POMPANO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 124, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,587.89 FEET (A RADIAL LINE TO SAID POINT BEARS NORTH 11°21'03" EAST), SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°27'04", AN ARC DISTANCE OF 67.93 FEET; THENCE NORTH 67°56'40" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 164.17 FEET; THENCE NORTH 89°26'43" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 160.24 FEET; THENCE SOUTH 76°08'26" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 54.19 FEET; THENCE SOUTH 82°47'08" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 240.26 FEET; THENCE SOUTH 76°36'32" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 42.62 FEET; THENCE SOUTH 69°19'34" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 238.14 FEET; THENCE SOUTH 73°55'06" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 182.76 FEET; THENCE SOUTH 71°12'48" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 211.47 FEET TO A POINT ON A ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2,231.83 FEET (A RADIAL LINE TO SAID POINT BEARS SOUTH 10°39'02" EAST); THENCE WESTERLY CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°32'32", AN ARC DISTANCE OF 449.60 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°06'30" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 0.13 FEET; THENCE NORTH 85°20'44" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 180.40 FEET; THENCE NORTH 89°06'30" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 150.00 FEET; THENCE NORTH 43°17'14" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 43.03 FEET TO A POINT ON THE EAST LINE OF TRACT A, PALM AIRE NORTH COURSE ESTATES 4TH SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 122, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 02°32'02" EAST ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 130.51 FEET; THENCE SOUTH 62°23'43" EAST ALONG A SOUTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 36.49 FEET; THENCE NORTH 47°31'48" EAST ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 590.60 FEET; THENCE NORTH 30°51'09" EAST CONTINUING ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 405.20 FEET; THENCE NORTH 27°20'21" EAST CONTINUING ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 549.07 FEET TO THE NORTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION; THENCE NORTH 77°03'57" WEST ALONG SAID NORTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 411.09 FEET TO THE WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION; THENCE SOUTH 29°11'22" WEST ALONG SAID WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 436.70 FEET; THENCE SOUTH 37°13'57" WEST CONTINUING ALONG SAID WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 273.27 FEET; THENCE SOUTH 38°34'48" WEST CONTINUING ALONG SAID WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 711.82 FEET; THENCE SOUTH 62°23'43" EAST ALONG A SOUTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 266.57 FEET; THENCE SOUTH 02°32'02" WEST, 173.88 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID WEST ATLANTIC BOULEVARD; THENCE SOUTH 46°42'42" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 41.81 FEET; THENCE NORTH 89°06'30" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 187.78 FEET; THENCE NORTH 77°47'54" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 305.94 FEET; THENCE NORTH 84°51'04" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 270.92 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF FLORIDA TURNPIKE A 300.00 FOOT RIGHT-OF-WAY ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAP NUMBER 410055, SECTION 86130-2504, SHEET 1 OF 18; THENCE

EXHIBIT A

NORTH 39°31'03" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 2,632.45 FEET TO A POINT ON THE WEST LINE OF THE NORTH ONE-HALF (N. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 32; THENCE SOUTH 01°10'12" WEST ALONG SAID WEST LINE, 464.92 FEET TO THE SOUTHWEST CORNER OF THE NORTH ONE-HALF (N. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 32; THENCE NORTH 88°45'32" EAST, 1,332.35 FEET TO THE SOUTHEAST CORNER OF THE NORTH ONE-HALF (N. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) SAID SECTION 32; THENCE NORTH 01°22'47" WEST, 637.52 FEET TO THE NORTHEAST CORNER OF THE NORTH ONE-HALF (N. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 32; THENCE NORTH 88°41'12" EAST, 334.48 FEET TO THE NORTHEAST CORNER OF THE WEST ONE-HALF (W. 1/2) OF THE WEST ONE-HALF (W. 1/2) OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 33; THENCE SOUTH 01°20'18" EAST ALONG THE WEST LINE OF TRACT A, LLOYD E. OLSON PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 103, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALONG THE WEST LINE OF PARCEL A, C.C.H. SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 84, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALONG THE WEST LINE OF PARCEL G, GIBSON'S PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 99, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 1,275.77 FEET TO THE SOUTHEAST CORNER OF THE WEST ONE-HALF (W. 1/2) OF THE WEST ONE-HALF (W. 1/2) OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 33; THENCE SOUTH 88°48'35" WEST ALONG A NORTH LINE OF SAID PARCEL G, GIBSON'S PLAT, 333.56 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 33; THENCE SOUTH 01°22'47" EAST ALONG THE WEST LINE OF TRACTS 47, 48 AND 49 OF COLLIER CITY LOTS (UNRECORDED) AND ALONG THE WEST LINE OF TRACTS 1-3, PANTON FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 89, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALONG THE WEST LINE OF SAID TEXACO-POMPANO PLAT, 909.26 FEET TO THE POINT OF BEGINNING;

SAID LANDS SITUATED IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 3,697,414 SQUARE FEET, 84.881 ACRES, MORE OR LESS.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:_____

DANIEL C. LAAK
Professional Surveyor and Mapper No. 5118
State of Florida

FB/PG: 853/05-13

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Calvin, Giordano & Associates, Inc. Certificate of Authorization 6791	BOUNDARY SURVEY	SCALE N. T. S.	PROJECT No. 13-5823.2	SHEET 3 of 22
		DATE 06-24-13	CAD FILE	

EXHIBIT A

LEGEND:

33-48-42	SECTION-TOWNSHIP-RANGE
AKA	ALSO KNOWN AS
ALUM	ALUMINUM
ASSOC	ASSOCIATES
B.C.R.	BROWARD COUNTY RECORDS
BLDG	BUILDING
℄	CENTERLINE
CBS	CINDER BLOCK
CGA	CALVIN GIORDANO & ASSOCIATES
CLF	CHAIN LINK FENCE
CM	CONCRETE MONUMENT
CONC	CONCRETE
(C)	CALCULATED
D.B.	DEED BOOK
Δ	CENTRAL (DELTA) ANGLE
(D)	DEED DESCRIPTION
EL	ELEVATION
FND	FOUND
FT.	FEET
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FF	FINISHED FLOOR
ID	IDENTIFICATION
INT.	INTERSECTION
INV	INVERT
IP	IRON PIPE
IR	IRON ROD
IRC	IRON ROD AND CAP
L	LENGTH
L.B.	LICENSED BUSINESS
LW	LAKE WATER
L&E	LANDSCAPE EASEMENT
MON	MONUMENT
N/A	NOT APPLICABLE
N.T.A.	NOT TO SCALE
OHW	OVERHEAD WIRES
O.R.B.	OFFICIAL RECORD BOOK
PCP	PERMANENT CONTROL POINT
PG.	PAGE
P.B.	PLAT BOOK
PLS	PUBLIC LAND SURVEYOR
PRM	PERMANENT REFERENCE MONUMENT
P.O.A.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R	RADIUS
R/W	RIGHT-OF-WAY
RGE.	RANGE
RLS	REGISTERED LAND SURVEYOR
SEC.	SECTION
SQ.	SQUARE
TOB	TOP OF BANK
TR.	TRACT
TWP.	TOWNSHIP
(TYP)	TYPICAL
W/	WITH

SUBJECT PROPERTY

CALCULATED AREA OF RIGHT-OF-WAY FRONTAGE

BOLLARD

BELLSOUTH MANHOLE

BRICK PAVED ROADWAY

CABLE TELEVISION BOX

CATCH BASIN

CONCRETE

CONCRETE UTILITY POLE

CURB INLET

WOOD POWER POLE

DECORATIVE LIGHT POLE

DRAINAGE MANHOLE

ELECTRICAL SERVICE OUTLET

ELECTRIC HANDHOLE

MISCELLANEOUS SIGN

FLORIDA POWER AND LIGHT CABINET

GAS VALVE

FOUND CORNER

PERMANENT REFERENCE MONUMENT

x 0.00

EXISTING ELEVATION

HYDRANT

GUY ANCHOR

IRRIGATION CONTROL VALVE

MAIL BOX

METAL POWER POLE W/LIGHT

NAIL AND DISC

MONITORING WELL

SANITARY CLEANOUT

TRAFFIC SIGNAL CABINET

TRAFFIC SIGNAL HANDHOLE

WATER METER

WATER VALVE

WOOD POWER POLE W/LIGHT

ALUMINUM FENCE

NON-VEHICULAR ACCESS LINE

— x — 6' CHAIN LINK FENCE

Calvin, Giordano & Associates, Inc.

Certificate of Authorization 6791

BOUNDARY SURVEY

SCALE	PROJECT No.	SHEET
N. T. S.	13-5823.2	4 of 22
DATE	CAD FILE	
06-24-13		

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EXHIBIT A

SURVEYOR'S NOTES:

1. NOT VALID UNLESS SIGNED AND EMBOSSED WITH A SURVEYOR'S SEAL. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE EXPRESS WRITTEN CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.

2. SOME SYMBOLS SHOWN HEREON HAVE BEEN ALTERED IN SIZE FOR THE BENEFIT OF VISUAL DEPICTION.

3. IT IS A VIOLATION OF RULE 5J17-050 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS DOCUMENT INVALID.

4. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY CALVIN GIORDANO AND ASSOCIATES, INC. FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.

5. THE SUBJECT PROPERTY, AS SHOWN HEREON, MAY BE SUBJECT TO ANY EXISTING RIGHT-OF-WAY, RESTRICTIONS, AND SETBACK LINES WHETHER OR NOT THEY MAY BE SHOWN HEREON, OR WHETHER OR NOT INSTRUMENT IS RECORDED IN THE PUBLIC RECORDS.

6. UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE UNDERGROUND UTILITIES, FOOTINGS AND/OR FOUNDATIONS.

7. FIELD SURVEY LAST CONDUCTED ON APRIL 24, 2013.

8. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.

9. SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

10. THIS SURVEY DOES NOT IDENTIFY THE LIMITS OR EXTENTS OF POTENTIAL JURISDICTIONAL BOUNDARIES.

11. BEARINGS SHOWN HEREON ARE BASED UPON AN ASSUMED DATUM. REFERENCE BEARING OF NORTH 88°47'22" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE1/4) SECTION 32 TOWNSHIP 48S RANGE 42E.

12. THE SURVEY DEPICTED HEREON IS A BOUNDARY SURVEY AS DEFINED IN SECTION 5J17-050(10)(b) AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17-050, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027 FLORIDA STATUTES.

13. THE LOCATION OF GOLF COURSE FEATURES: TEES, GREENS, PAVED CART PATHS, SPRINKLER HEADS, SAND TRAPS, LAKES, ETC. ARE NOT SHOWN ON THIS SURVEY AT THE CLIENT'S REQUEST.

14. THE ONE STORY CBS IRRIGATION PUMP HOUSE BUILDING NEAR THE NORTHWEST PROPERTY CORNER ENCROACHES 3.60 FEET ONTO THE TRAILER PARK SITE.

15. THE UTILITIES CONSTRUCTED ON THE HEREON DESCRIBED PROPERTY AND SERVICING THE TRAILER PARK TO THE NORTH ARE INCLUDED WITHIN THE NON-EXCLUSIVE EASEMENT DESCRIBED IN O.R.B. 9969, PAGE 94, BROWARD COUNTY RECORDS.

16. THE CLIENT DID NOT PROVIDE AN EASEMENT FOR THE TUNNEL CROSSING TRACT 'A', PALM AIRE NORTH COURSE ESTATES 4TH SECTION, PLAT BOOK 122, PAGE 21, BROWARD COUNTY RECORDS AT THE ENTRANCE FROM ATLANTIC BOULEVARD.

17. THE TUNNEL CROSSING UNDER ATLANTIC BOULEVARD FROM THE HEREON DESCRIBED PROPERTY IS COVERED BY A PERPETUAL EASEMENT BETWEEN BROWARD COUNTY AND PALM AIRE GOLF COURSE AND IS SHOWN ON FDOT RIGHT-OF-WAY MAP FOR ATLANTIC BOULEVARD, SECTION 86130-2509 (SHEET 12 OF 18).

18. BEARINGS FOR SOME PARCELS, PLATS AND EASEMENTS SHOWN HEREON MAY HAVE BEEN ROTATED FROM THE ORIGINAL BASIS OF BEARINGS RECITED IN THE RECORDED SUPPORTING DOCUMENT.

19. DESCRIPTION IN OFFICIAL RECORD BOOK 13521, PAGE 783 THROUGH 799 CONTAINS ERRORS. THE UNDERSIGNED SURVEYOR HAS REVIEWED SAID DOCUMENT, FIELD CONDITIONS IN THE VICINITY OF SAID DOCUMENT AND HAS SHOWN ON THIS SURVEY THE LOCATION OF THE LAKES AND EASEMENTS REFEREED TO IN SAID DOCUMENT AND THE POSITION THAT BEST APPEAR TO MATCH THE EXISTING FIELD CONDITIONS AND INTENT OF SAID DOCUMENT.

20. EDGE OF WATER SHOWN ON MAP SHEETS WERE LOCATED ON MARCH 18, 2008.

21. FLOOD ZONE INFORMATION:
COMMUNITY NAME: POMPANO, CITY OF — COMMUNITY NUMBER: 120055
COUNTY NAME: BROWARD COUNTY — STATE: FLORIDA MAP & PANEL NUMBER: 0115
SUFFIX: F
F.I.R.M. INDEX DATE: AUGUST 18, 1992
FLOOD ZONE: AH

22. 15' LANDSCAPE EASEMENT PER O.R.B.13065, PG.291, B.C.R. AFFECTS SUBJECT PROPERTY AND IS PLOTTED.

EXHIBIT A

continued SURVEYOR'S NOTES:

23. F.P.L. EASEMENT PER O.R.B.19611, PG.288, B.C.R. DOES NOT AFFECT SUBJECT PROPERTY AS IT PLOTS SOUTH OF ATLANTIC BLVD.

24. IN REGARDS TO MAINTENANCE AND EASEMENT AGREEMENT PER O.R.B.23116, PG.473, B.C.R., SUBJECT PARCEL IS INCLUDED IN LANDS DESCRIBED IN EXHIBIT 'A', BUT EASEMENTS DESCRIBED IN THIS DOCUMENT DO NOT DIRECTLY AFFECT SUBJECT PREMISES.

25. IN REFERENCE TO THE SUBORDINATION DOCUMENT PER O.F.B.23123, PG.926, B.C.R., THE SUBJECT PARCEL IS INCLUDED IN THE LAND ENCUMBERED BY THIS DOCUMENT, BUT AFFECTS THE EASEMENT AREA'S DEFINED IN O.R.B.23116, PG. 473, B.C.R. (SEE NOTE No.24).

26. IN EASEMENT AGREEMENT DESCRIBED IN O.R.B.32639, PG.1453, B.C.R., EXHIBIT 'A' CONTAINING THE LEGAL DESCRIPTION WAS NOT ATTACHED, AND UPON RESEARCHING THE PUBLIC RECORDS OF BROWARD COUNTY, LEGAL DESCRIPTION WAS NOT FOUND.

27. THE MODIFICATION OF MAINTENANCE AND EASEMENT AGREEMENT PER O.R.B.38397, PG. 1157, B.C.R., MODIFIES AGREEMENT RECORDED IN O.R.B.23116, PG.473, B.C.R. (SEE NOTE No.24).

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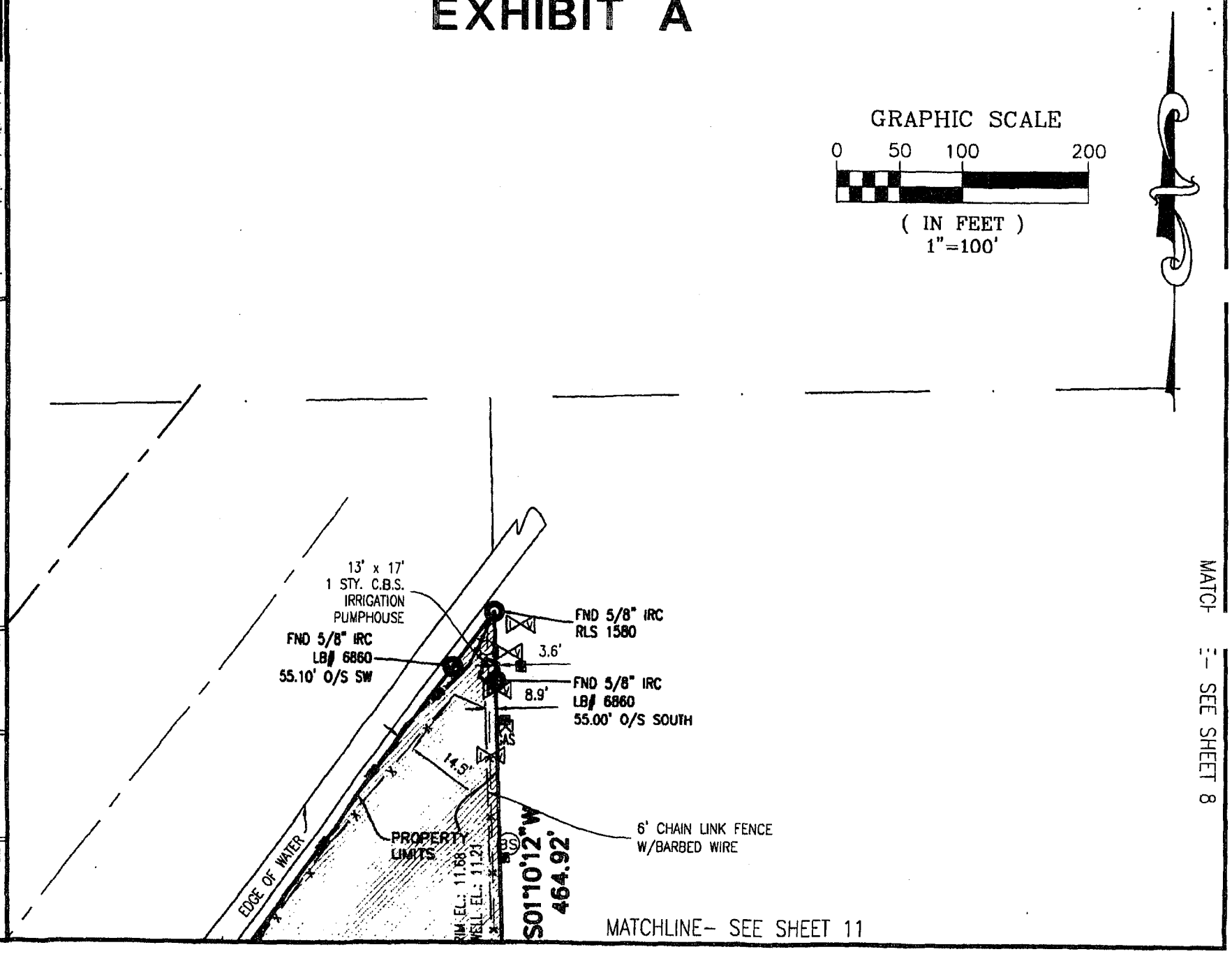
EXHIBIT A



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BOUNDARY SURVEY

SCALE	AS SHOWN
DATE	06-24-13
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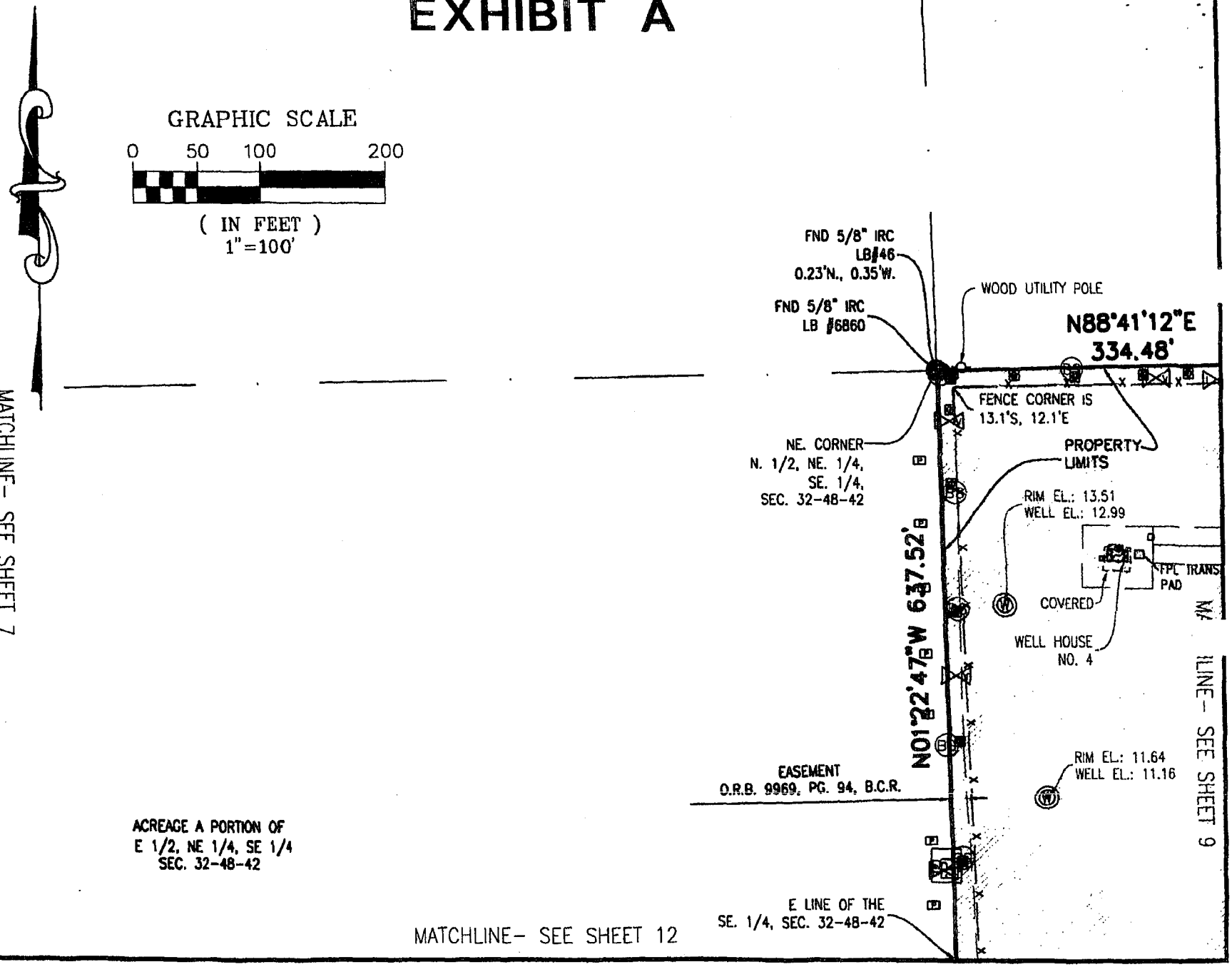

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BOUNDARY SURVEY

SCALE: AS SHOWN	DATE: 06-24-13
PROJECT No: 13-5823.2	CAD FILE:
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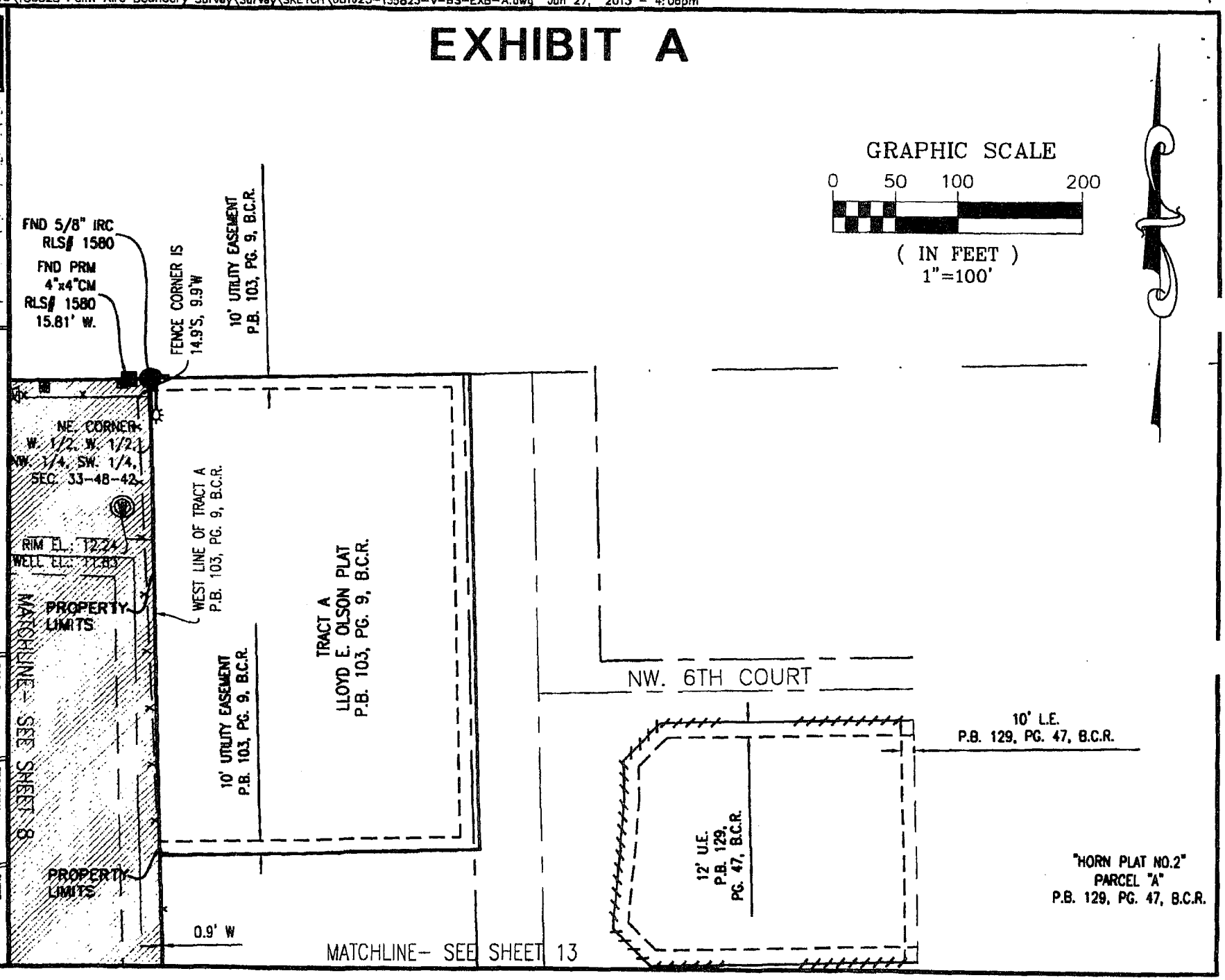

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BOUNDARY SURVEY

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PROJECT No.	13-5823.2
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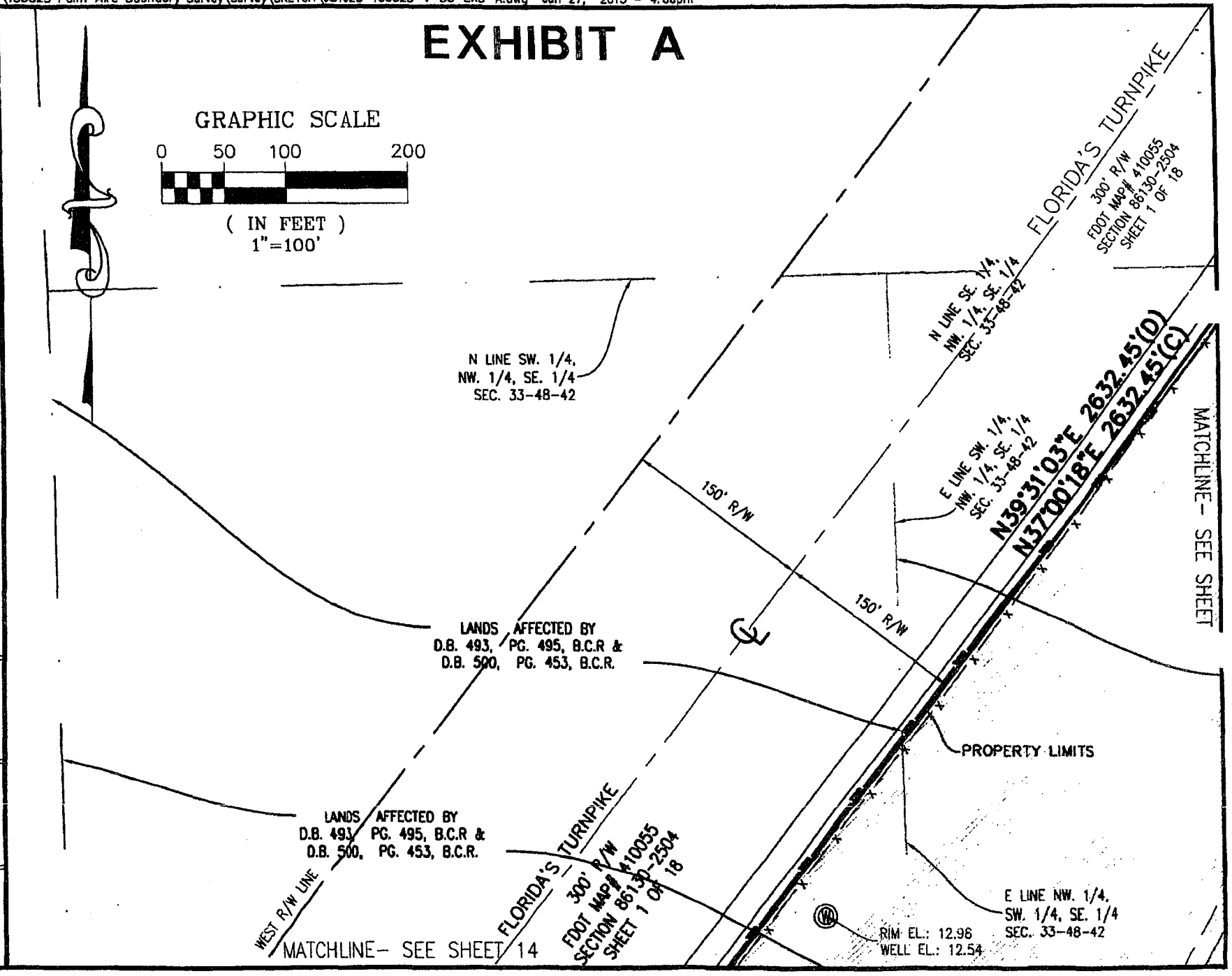
EXHIBIT A



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BOUNDARY SURVEY

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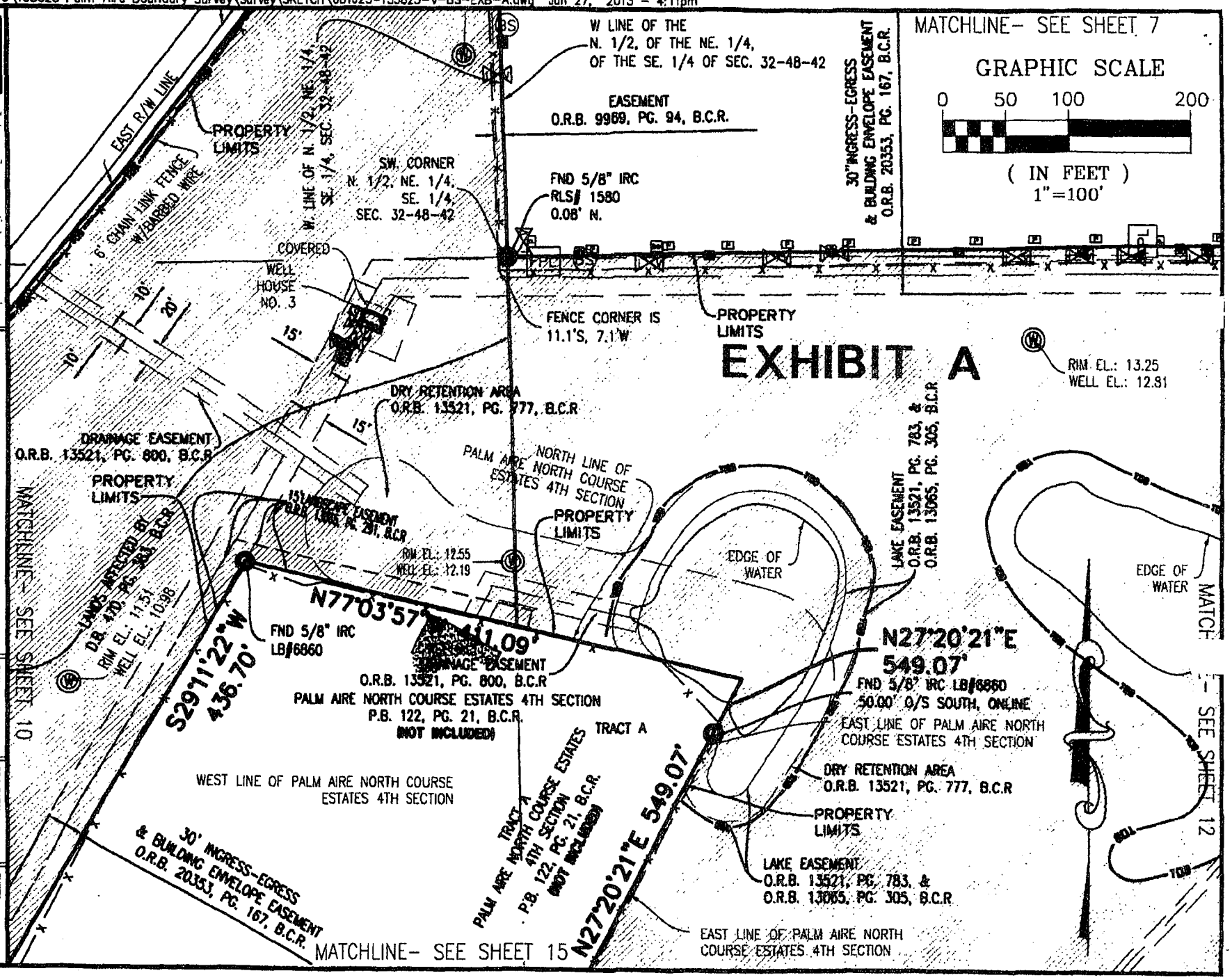

Cotleur, Goodwin & Associates, Inc.

Certificate of Authorization 6701

BOUNDARY SURVEY

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EXHIBIT A

GRAPHIC SCALE

0 50 100 200

(IN FEET)
1"=100'

MATCHLINE- SEE SHEET 8

MATCHLINE- SEE SHEET 11

MATCHLINE- SEE SHEET 13

MATCHLINE- SEE SHEET 16

N88°45'32"E 1,332.35'

N01°22'47"W 1275.05'

SE. CORNER
N. 1/2, NE. 1/4, SE. 1/4,
SEC. 32-48-42

FND 5/8" IRC
RLS#1580
0.21' S., 0.06' W.

PROPERTY LIMITS

ALUMINUM SHED

RESOLUTION NO. 72-100
O.R.B. 4724, PG. 761, B.C.R

PROPERTY LIMITS

EASEMENT
O.R.B. 9969, PG. 94, B.C.R.

RIM EL.: 10.31
WELL EL.: 9.81

17.2'

5'

5'

15'

15'

15'

15'

15'

15'

15'

15'

15'

METAL LID FOR VAULT ON CONC.PAD

COVERED WELL HOUSE NO. 5

CONC.SLAB

30' INGRESS-EGRESS & BUILDING ENVELOPE EASEMENT
O.R.B. 20353, PG. 167, B.C.R.

30' INGRESS-EGRESS & BUILDING ENVELOPE EASEMENT
O.R.B. 20353, PG. 167, B.C.R.

ACREAGE
SOUTH ONE-HALF
SEC. 32-48-42

ACREAGE
SOUTH ONE-HALF
SEC. 32-48-42

ACREAGE
SOUTHWEST ONE
SEC. 33-4

NORTH LINE PARCEL G
P.B. 99, PG. 45, B.C.R.

SW. CORNER
NW.1/4, SW.1/4
SEC.33-48-42

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BOUNDARY SURVEY

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EXHIBIT A

MATCHLINE- SEE SHEET 9

NW. 6TH STREET

"HORN PLAT NO.2"
PARCEL "B"
P.B. 129, PG. 47, B.C.R.

10' L.E.
P.B. 129, PG. 47, B.C.R.

12' U.E.
P.B. 129,
PG. 47, B.C.R.

NW. 5TH STREET

PARCEL "A"
C.C.H. SUBDIVISION
P.B. 84, PG. 41, B.C.R.

WEST LINE OF PARCEL A
P.B. 84, PG. 41, B.C.R.

PROPERTY LIMITS

CBS BUILDING
0.9' CLEAR

S01°20'18"E/1275.77'

7' CHAIN LINK FENCE
W/BARBED WIRE

ACREAGE
SEC. 33-48-42

ACREAGE
LOTS 848-863
OF COLLIER CITY LOTS

MATCHLINE- SEE SHEET 12

MONITORING WELL
ON CONC PAD

FND 4" ROUND CONC MON
& ALUM DISC PRM 1328

WEST LINE OF PARCEL G
P.B. 99, PG. 45, B.C.R.

NW. 4TH COURT

PARCEL G
GIBSON'S PLAT
P.B. 99, PG. 45, B.C.R.

WEST LINE OF PARCEL G
P.B. 99, PG. 45, B.C.R.

PROPERTY LIMITS

PARCEL G
GIBSON'S PLAT
P.B. 99, PG. 45, B.C.R.

S01°20'18"E
1275.77'

ACREAGE
LOTS 930-933
OF COLLIER CITY LOTS

MATCHLINE- SEE SHEET 17

GRAPHIC SCALE

0 50 100 200

(IN FEET)
1"=100'

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BOUNDARY SURVEY

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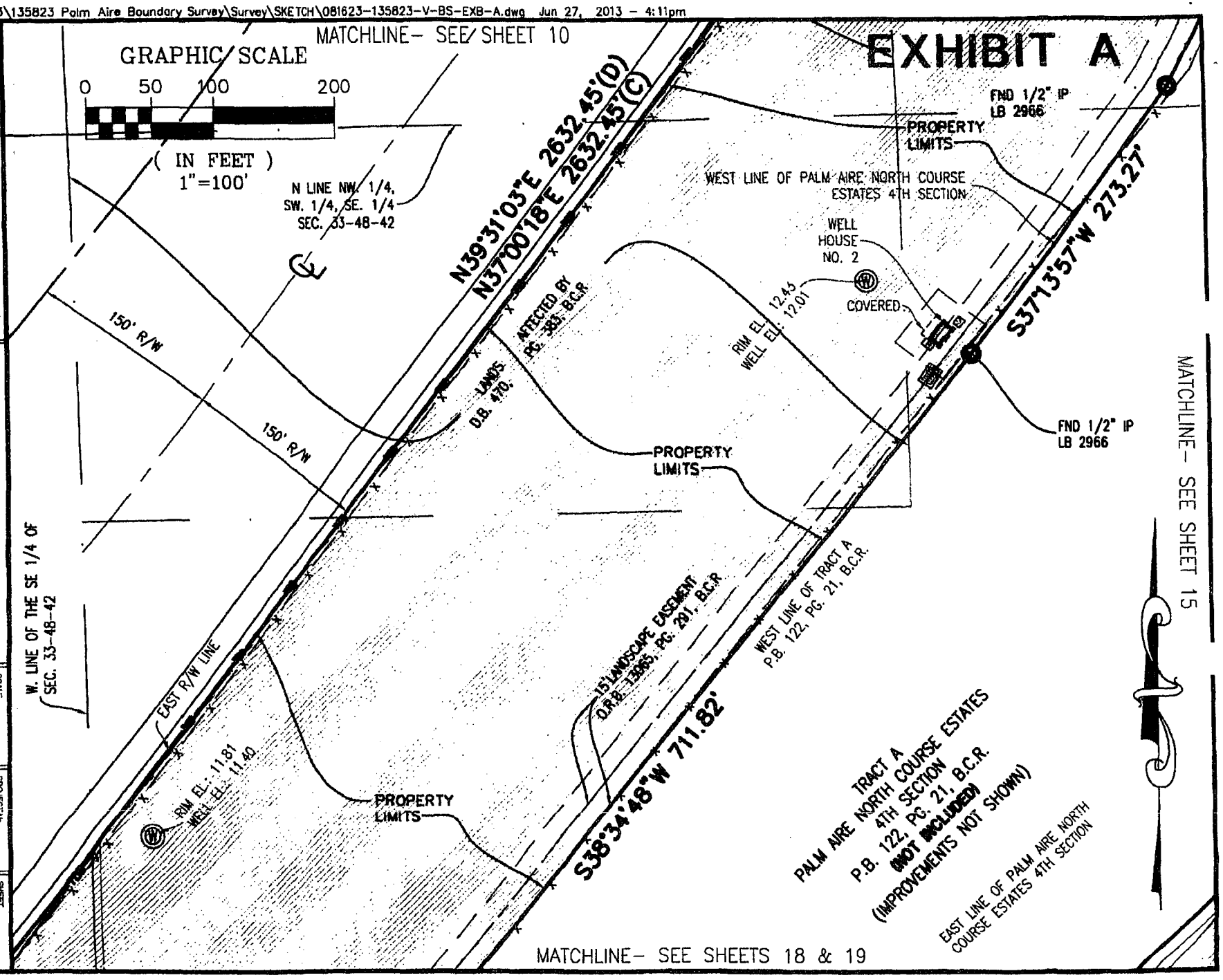

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BOUNDARY SURVEY

SCALE	AS SHOWN
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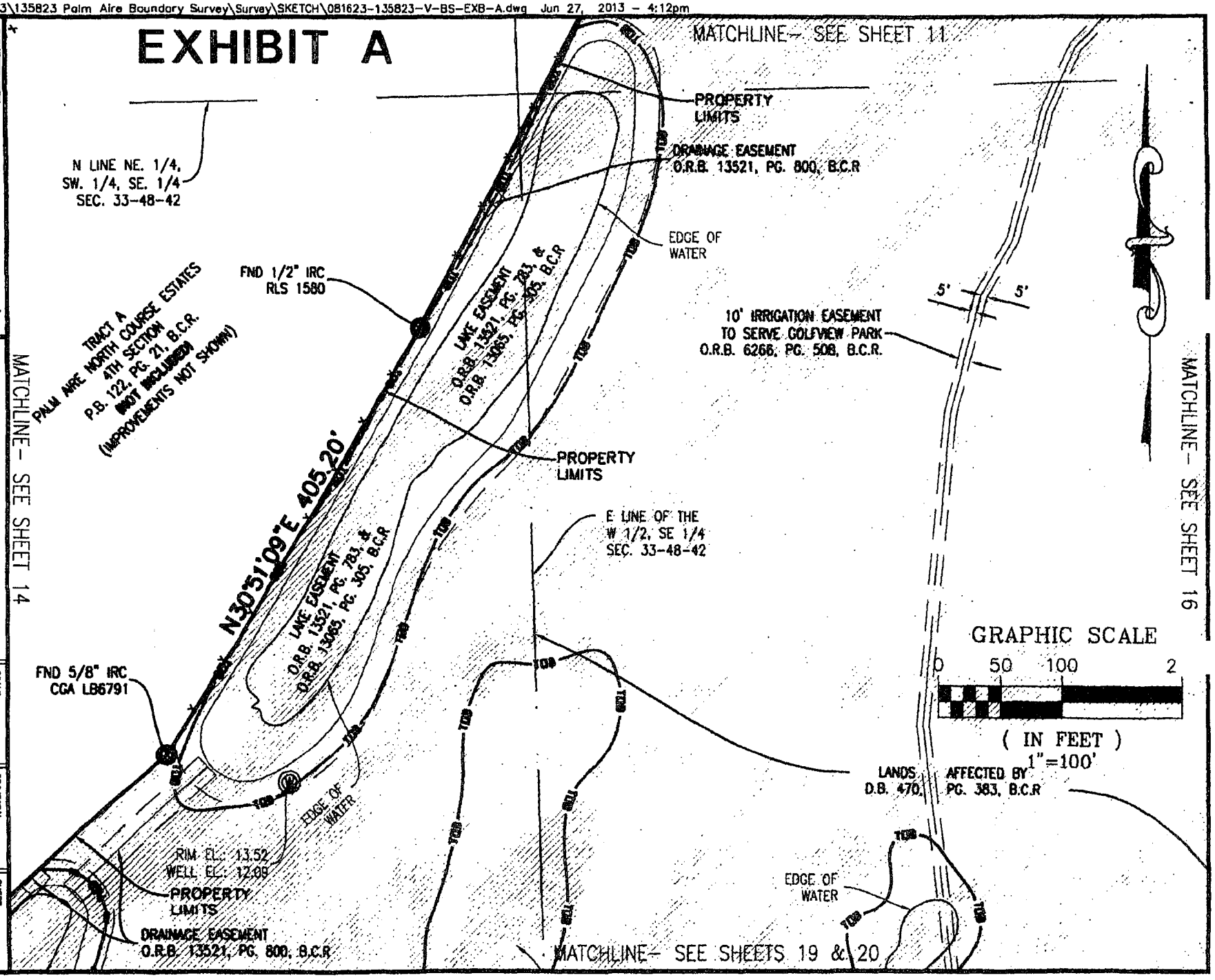

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BOUNDARY SURVEY

SCALE	AS SHOWN
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EXHIBIT A

MATCHLINE- SEE SHEET 12

W LINE OF THE SW 1/4, SEC 32-48-42

METAL LID ON CONC PAD

S88°48'35"E

333.55'

89°48'38"(C)
89°48'34"(P)

PROPERTY LIMITS

GENERATOR BUILDING SITE & ACCESS UTILITY EASEMENT O.R.B. 20353, PG. 167, B.C.R.

FND 5/8" IRC KEITH & ASSOC LB6860
RIM EL.: 13.01
WELL EL.: 12.47

PROPERTY LIMITS

EDGE OF WATER

CONC

ASPHALT

N LINE NW 1/4, SE 1/4, SE 1/4 SEC. 33-48-42

15'

15'

METAL LID FOR VAULT ON CONC.PAD

METAL LID W/WELL ON CONC.PAD

W 1/2, SE 1/4, SE 1/4 OF SEC 33

6' CHAIN LINK FENCE W/BARBED WIRE

MATCHLINE- SEE SHEET

S01°22'47"E 909.26'

30' INGRESS-EGRESS & BUILDING ENVELOPE EASEMENT O.R.B. 20353, PG. 167, B.C.R.

60' X 34.65' INGRESS-EGRESS EASEMENT O.R.B. 20353, PG. 167, B.C.R.

WEST LINE OF TRACTS 47, 48 & 49

12' UTILITY EASEMENT P.B. 89, PG. 9, B.C.R.

MATCHLINE- SEE SHEET 15

LANDS AFFECTED BY O.R.B. 470, PG. 383, B.C.R

PROPERTY LIMITS

COVERED

WELL HOUSE NO. 6

LAKE & DRAINAGE EASEMENT O.R.B. 11436, PG. 494, B.C.R.

OUTFALL INV: 7.33

GRAPHIC SCALE

0 50 100 200

(IN FEET)
1"=100'

EDGE OF WATER

OUTFALL INV: 5.95

12' UTILITY EASEMENT P.B. 89, PG. 9, B.C.R.

MATCHLINE- SEE SHEETS 20 & 21

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BOUNDARY SURVEY

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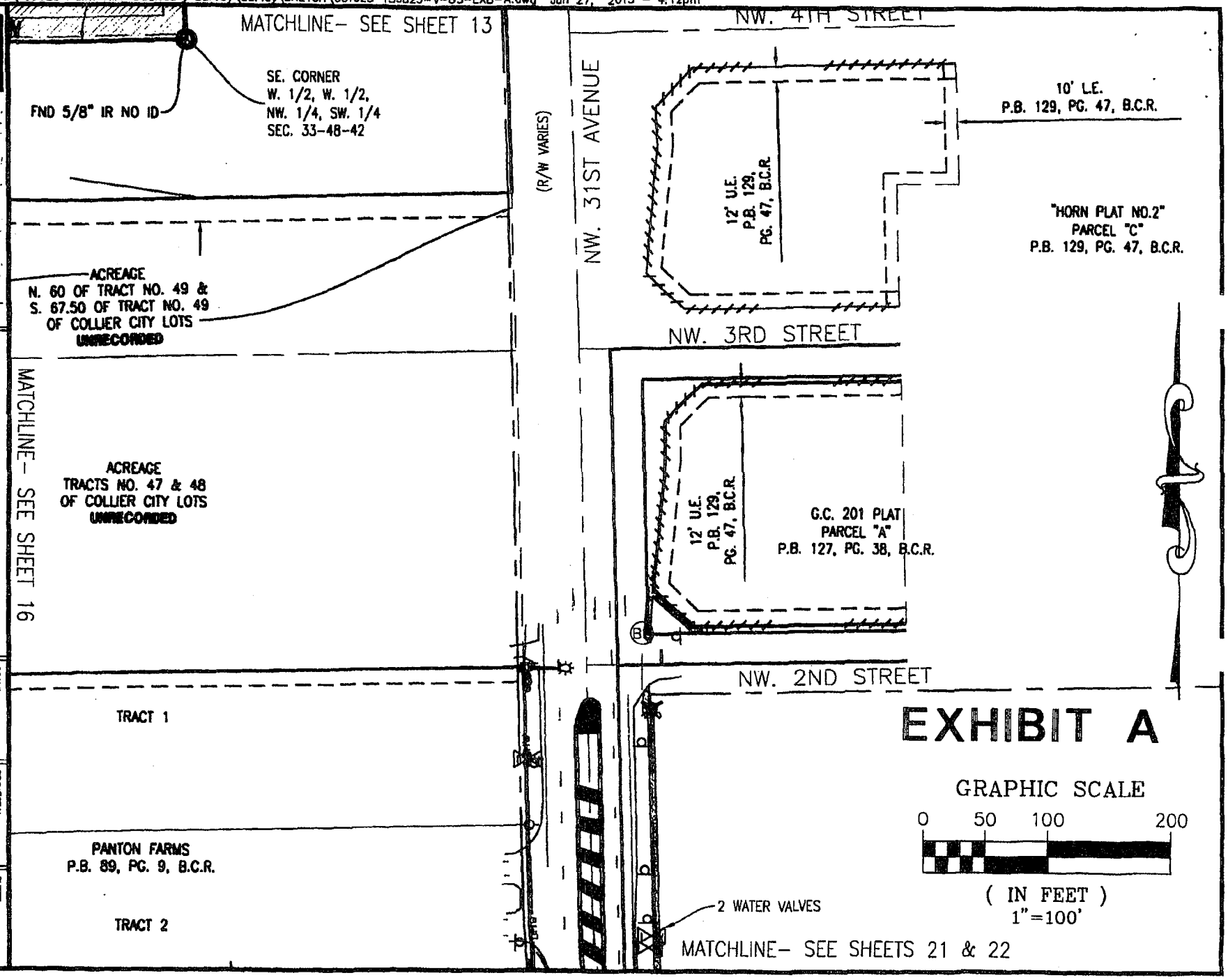

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BOUNDARY SURVEY

SCALE	AS SHOWN
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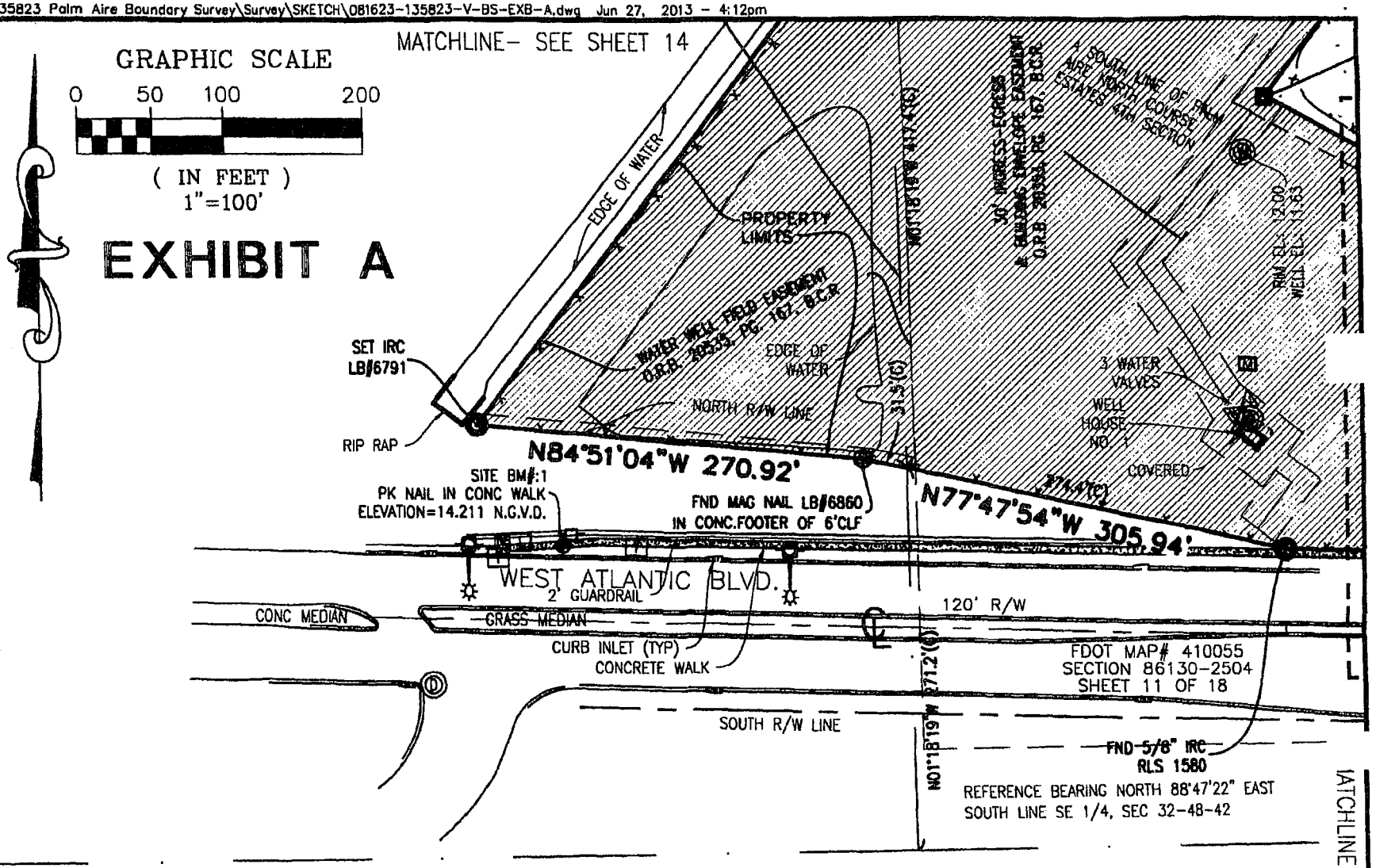

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BOUNDARY SURVEY

SCALE	AS SHOWN
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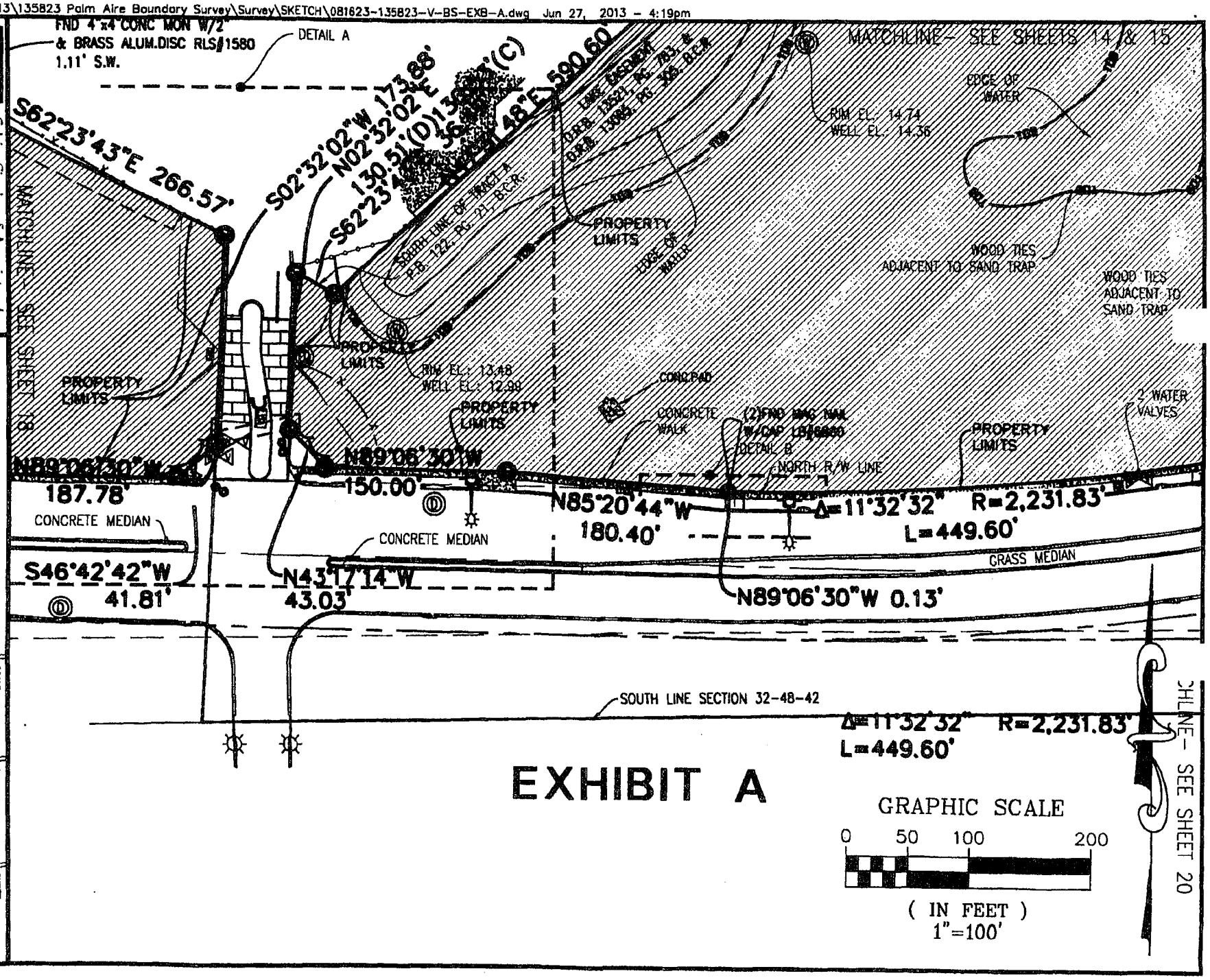

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BOUNDARY SURVEY

SCALE	AS SHOWN
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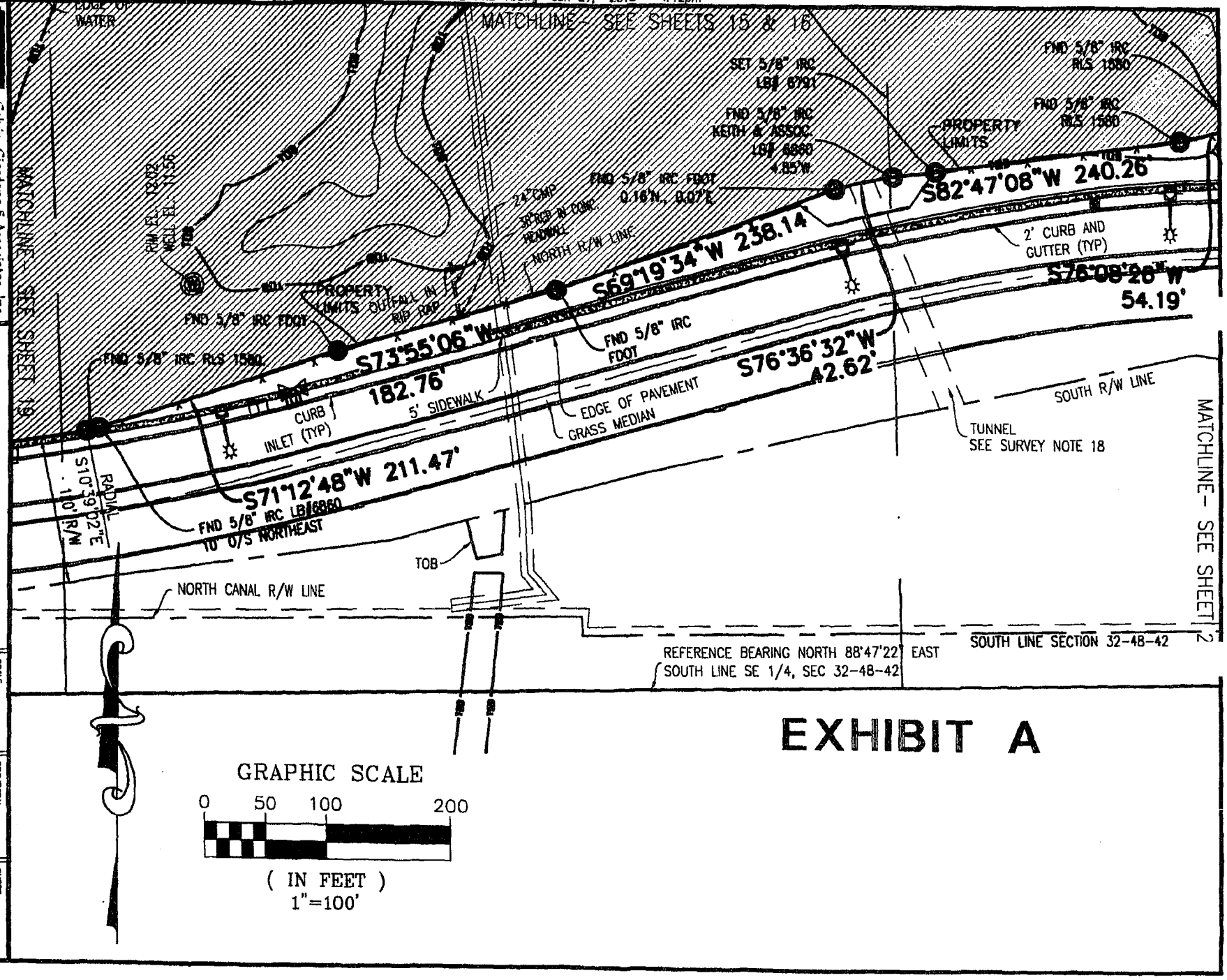

EXHIBIT A

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BOUNDARY SURVEY

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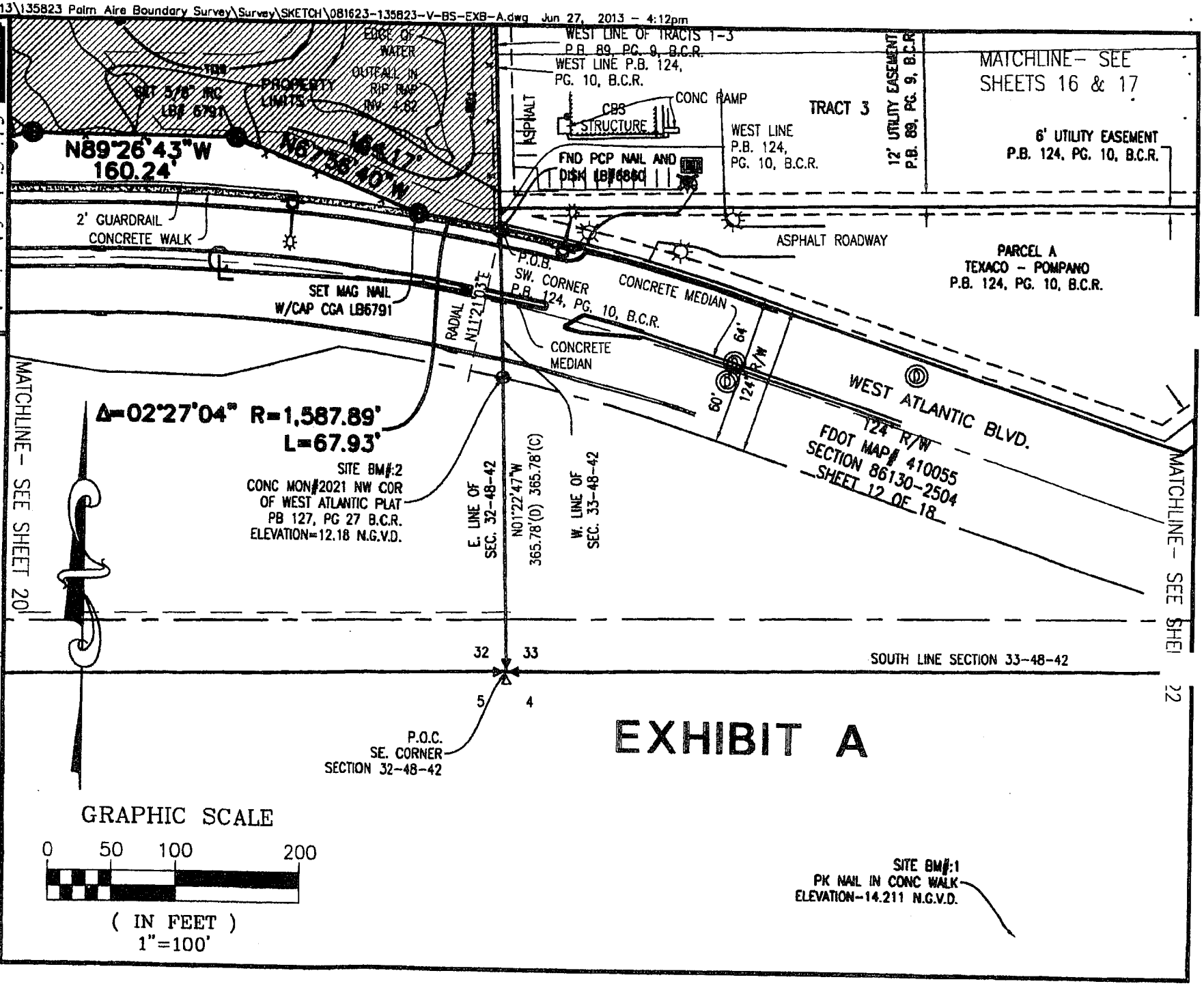

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BOUNDARY SURVEY

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BOUNDARY SURVEY

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EXHIBIT A-1

LEGAL DESCRIPTION ORIGINAL PARK PROPERTY

THE WEST ONE-HALF (W1/2) OF THE WEST ONE-HALF (W1/2) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA,

SAID LANDS MORE PARTICULARLY DESCRIBED AS: A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 33, NORTH 01°22'47" WEST 1275.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, NORTH 01°22'47"WEST 1275.05 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 33; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW1/4), NORTH 88°41'12" EAST 334.48 FEET TO THE NORTHWEST CORNER OF TRACT A OF "LLOYD E. OLSEN PLAT", AS RECORDED IN PLAT BOOK 103, PAGE 9, BROWARD COUNTY RECORDS; THENCE ALONG THE WEST LINE OF SAID TRACT A AND ITS SOUTHERLY EXTENSION, ALSO BEING THE EAST LINE OF THE WEST ONE-HALF (W1/2) OF THE WEST ONE-HALF (W1/2) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SAID SOUTHWEST ONE-QUARTER (SW1/4), SOUTH 01°20'18" EAST 1275.77 FEET TO AN ANGLE POINT IN THE NORTHERLY BOUNDARY OF PARCEL G OF "GIBSON'S PLAT", AS RECORDED IN PLAT BOOK 99, PAGE 45 BROWARD COUNTY RECORDS; THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 88°48'35" WEST 333.56 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY FLORIDA AND CONTAIINING 426,012 SQUARE FEET (9.78 ACRES) MORE OR LESS.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based upon an assumed datum. Reference bearing of North 88°47'22" East along the South line of the Southeast one-quarter (SE ¼) Section 32, Township 48 South, Range 42 East.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.
5. Symbols shown hereon are not to scale.
6. The legal description shown hereon was provided by the Client.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: 6-28-2013

Daniel C. Laak
Professional Surveyor and Mapper
Florida Registration Number LS 5118
Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316

LEGEND:

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Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 Fax: 954.921.8807
Certificate of Authorization 6791

SKETCH AND LEGAL DESCRIPTION

SCALE	PROJECT No.	SHEET
AS SHOWN	13-5823.2	1 of 3
DATE 06-24-13	CAD FILE	

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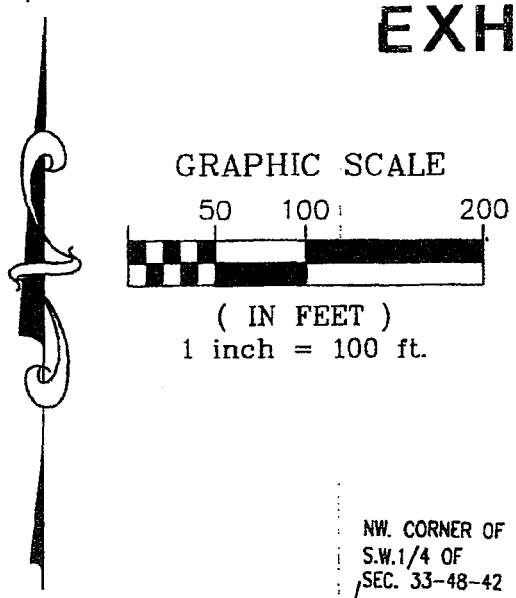
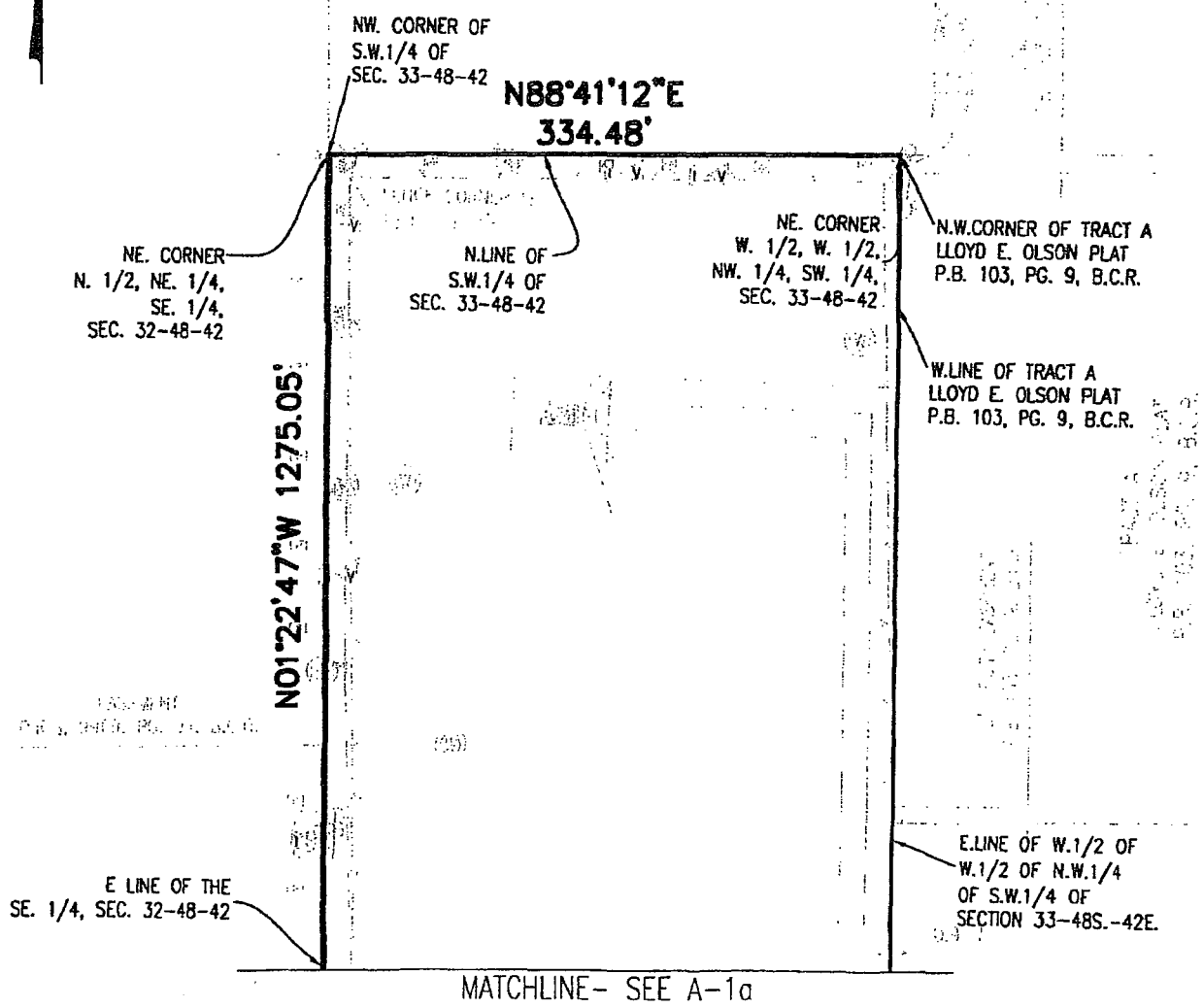
EXHIBIT A-1





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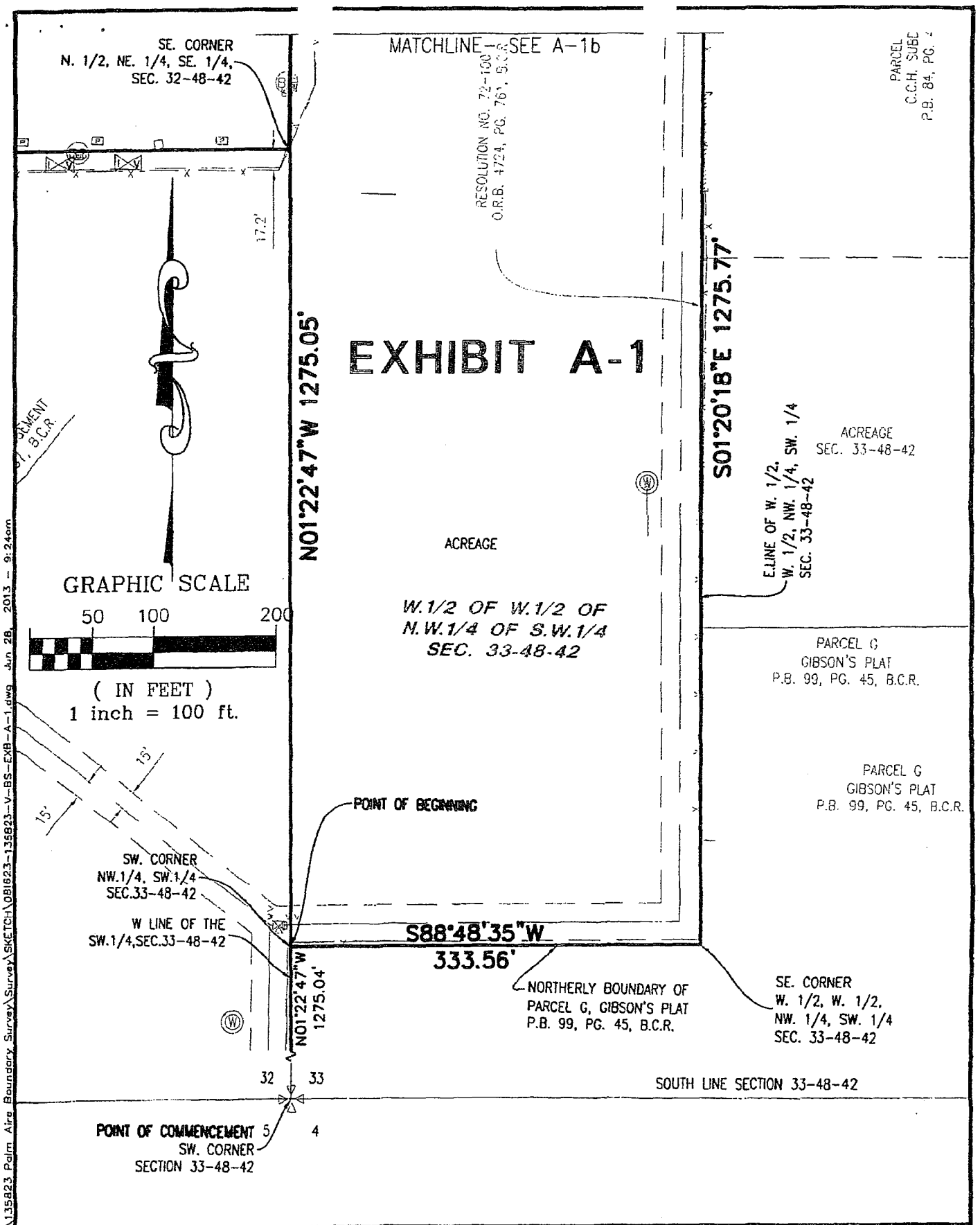
Calvin, Giordano & Associates, Inc. EXCEPTIONAL SOLUTIONS 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316 Phone: 954.921.7781 Fax: 954.921.8807 Certificate of Authorization 8791	**SKETCH AND LEGAL DESCRIPTION**	SCALE: AS SHOWN DATE: 06-24-13	PROJECT No: 13-5823.2 CAD FILE:	SHEET: 3 of 3



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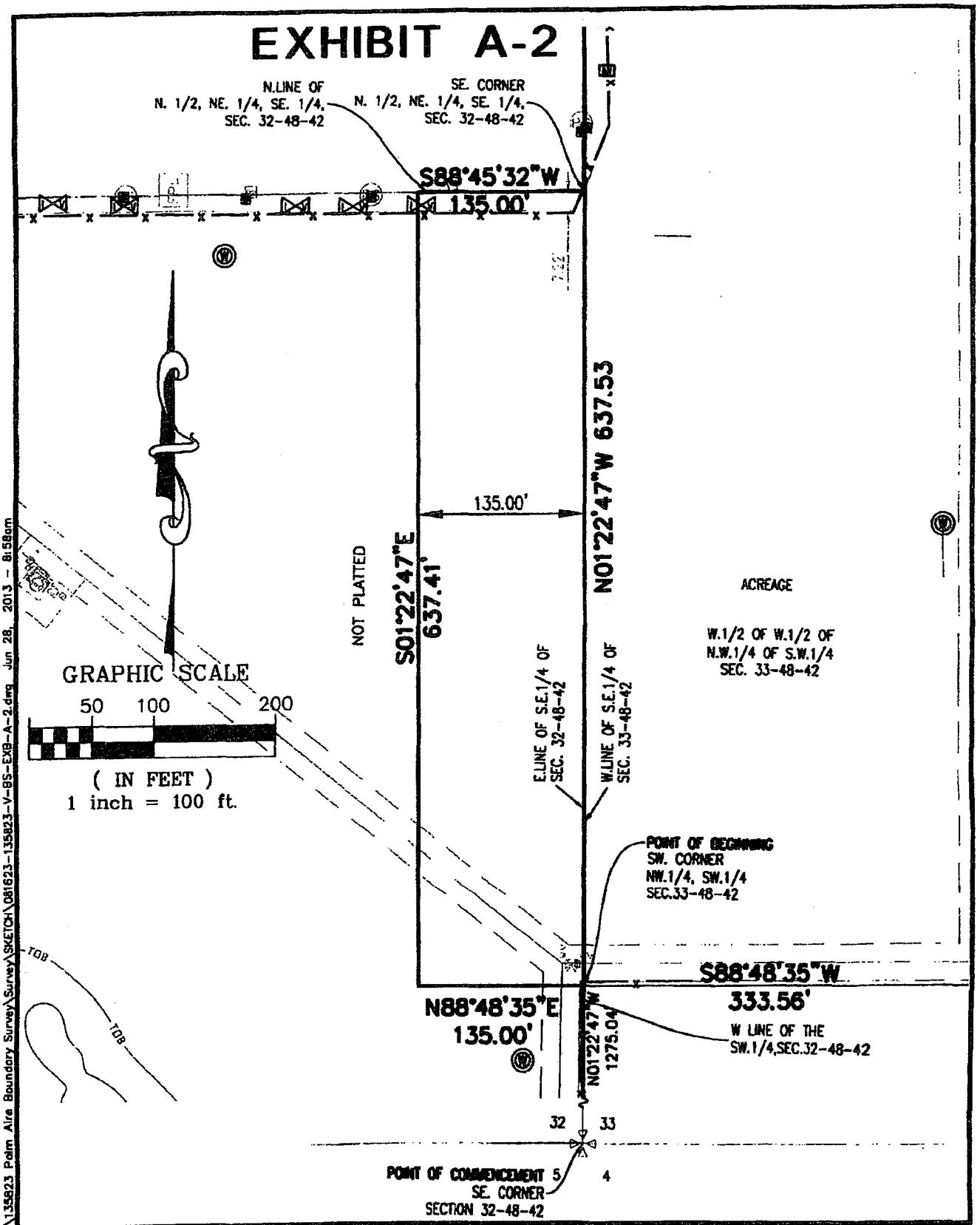
SKETCH AND LEGAL DESCRIPTION

SCALE	PROJECT No.	SHEET
AS SHOWN	13-5823.2	2 of 3
DATE	CAD FILE	
06-24-13		

EXHIBIT A-2



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Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone 954 921 7781 Fax 954 921 8807
Certificate of Authorization 6781

SKETCH AND LEGAL DESCRIPTION

SCALE	PROJECT No.	SHEET
AS SHOWN	13-5823.2	2 of 2
DATE	CAD FILE	
06-24-13		

EXHIBIT A-2

LEGAL DESCRIPTION ADDITION TO THE PARK PROPERTY

A PORTION OF THE EAST 135.00 FEET OF THE NORTHEAST ONE-QUARTER (NE ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 32, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA,

SAID LANDS MORE PARTICULARLY DESCRIBED AS: A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 32, TOWNSHIP 48 SOUTH, RANGE 42 EAST, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 32, NORTH 01°22'47" WEST 1275.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE, NORTH 01°22'47"WEST 637.53 FEET TO THE SOUTHEAST CORNER OF THE NORTH ONE-HALF (N ½) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SAID SECTION 32; THENCE ALONG THE NORTH LINE OF SAID NORTH ONE-HALF (N ½) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SAID SECTION 32, SOUTH 88°45'32" WEST 135.00 FEET; THENCE SOUTH 01°22'47" EAST ALONG A LINE 135.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID EAST LINE OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 32 637.41 FEET; THENCE NORTH 88°48'35" EAST 135.00 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 86,058 SQUARE FEET (1.976 ACRES) MORE OR LESS.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based upon an assumed datum. Reference bearing of North 88°47'22" East along the South line of the Southeast one-quarter (SE ¼) Section 32, Township 48 South, Range 42 East.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.
5. Symbols shown hereon are not to scale.
6. The legal description shown hereon was prepared by the undersigning surveyor as directed by the client.

CALVIN, GIORDANO AND ASSOCIATES, INC. Date: 06-23, 2013 6-28-2013

Daniel C. Lack
Professional Surveyor and Mapper
Florida Registration Number LS 5118
Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316

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Calvin Giordano & Associates Inc. Certificate of Authorization 6791	SKETCH AND LEGAL DESCRIPTION	SCALE: AS SHOWN	PROJECT No.: 13-5823.2	SHEET: 1 of 2
		DATE: 06-24-13	CAD FILE:	

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EXHIBIT-B

LEGAL DESCRIPTION

PARCEL "G", LESS THE NORTH 170.38 FEET THEREOF OF THAT PORTION OF PARCEL "G" LYING IN THE MOST NORTHEASTERN PORTION OF SAID PARCEL "G", "GIBSON'S PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 99, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;
AND
THE NORTH ONE-QUARTER (N1/4) OF THE SOUTH FOUR-FIFTHS (S 4/5) OF THE NORTHWEST ONE-QUARTER (NW ¼) OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE EAST 75.00 FEET THEREOF.
SAID LANDS SITUATE WITHIN BROWARD COUNTY FLORIDA.

NOTES:
1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based upon an assumed datum. Reference bearing of North 88°47'22" East along the South line of the Southeast one-quarter (SE ¼) Section 32, Township 48 South, Range 42 East.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.
5. Symbols shown hereon are not to scale.
6. The legal description shown hereon was provided by the Client.

CALVIN, GIORDANO AND ASSOCIATES, INC.

_____ Date: 6-28-2013
Daniel C. Cook
Professional Surveyor and Mapper
Florida Registration Number LS 5118
Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
June 24, 2013
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Sheet 1 of 2 Sheets

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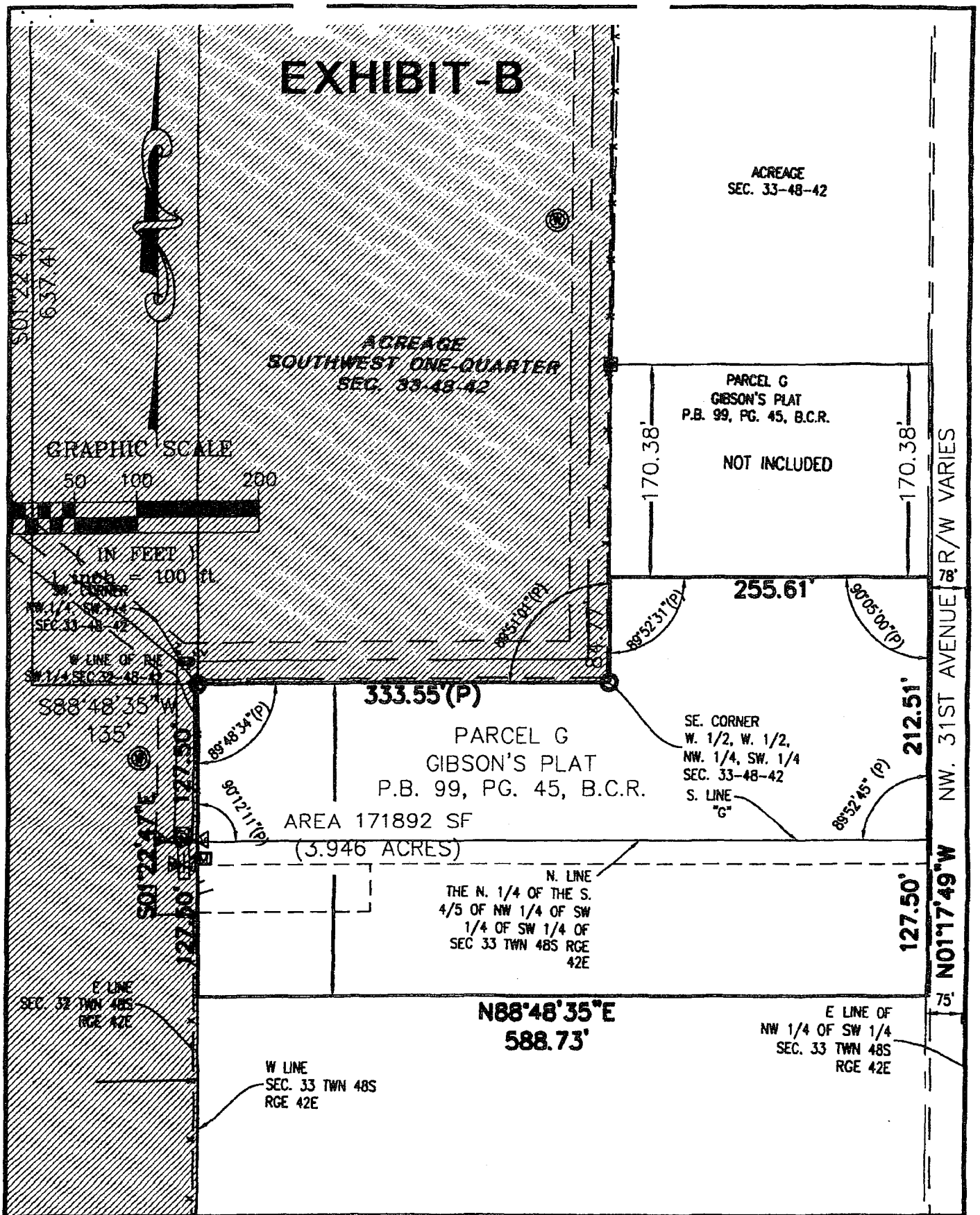
Calvin, Giordano & Associates, Inc. Certificate of Authorization 6791	SKETCH AND LEGAL DESCRIPTION	SCALE AS SHOWN	PROJECT No. 13-5823.2	SHEET 1 of 2
		DATE 6-24-13	CAD FILE	

EXHIBIT-B



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EXCEPTIONAL SOLUTIONS
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SKETCH AND LEGAL DESCRIPTION

SCALE	PROJECT No.	SHEET
AS SHOWN	13-5823.2	2 of 2
DATE	CAD FILE	
6-24-13		

EXHIBIT-C

LEGAL DESCRIPTION: SWAP PROPERTY

THE NORTH 60 FEET OF THE NORTH ONE-QUARTER (N 1/4) OF THE SOUTH FOUR-FIFTHS (S 4/5) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHWEST ONE-QUARTER (S 1/4), LESS AND EXCEPT THEREFROM THE WEST 125 FEET AND LESS THE EAST 75 FEET FOR COUNTY ROAD RIGHT-OF-WAY, ALL IN SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST.

SAID LAND SITUATED IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA CONTAINING 27,835 SQUARE FEET (0.639 ACRES) MORE OR LESS.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based upon an assumed datum. Reference bearing of North 88°47'22" East along the South line of the Southeast one-quarter (SE ¼) Section 32, Township 48 South, Range 42 East.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.
5. Symbols shown hereon are not to scale.
6. The legal description shown hereon was provided by the Client.

CALVIN, GIORDANO AND ASSOCIATES, INC.

_____ Date: 6-28-2013

Daniel C. Look
Professional Surveyor and Mapper
Florida Registration Number LS 5118
Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316

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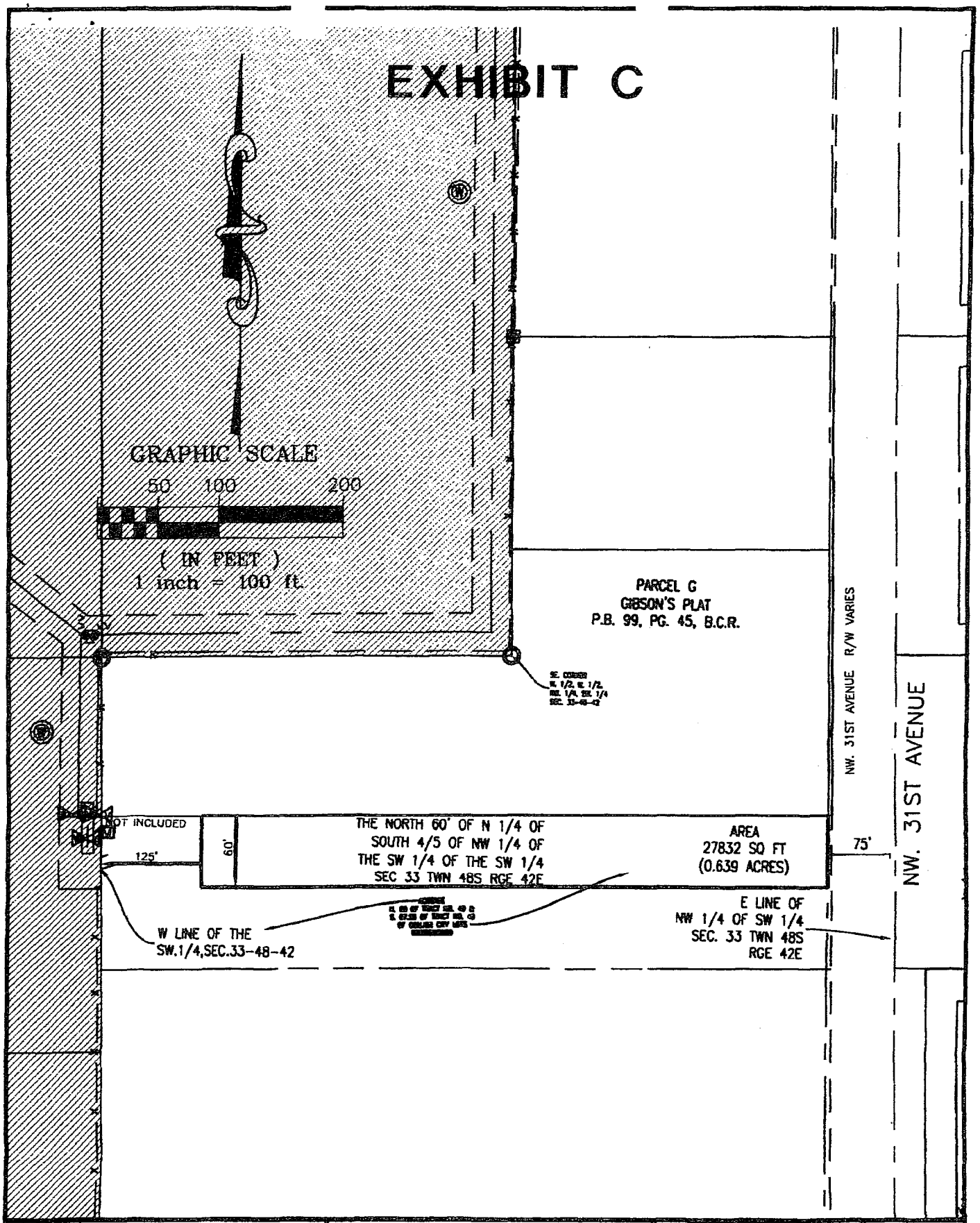
EXHIBIT C



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SCALE	PROJECT No.	SHEET
AS SHOWN	13-5823.2	2 of 2
DATE	CAD FILE	
6-24-13		

Meeting Date: 9/8/15 Agenda Item 23

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 a commercial account agreement between the City of Pompano Beach and Wells Fargo Bank, N.A. to open a guaranteed loan funds account and a debt service reserve Account to facilitate the United States Department of Housing and Urban Development Section 108 Loan Guarantee Program and authorizing the appropriate City official to sign required bank documents for said accounts; Providing an effective date.

Summary of Purpose and Why:

To approve and authorize an agreement with Wells Fargo to open two new bank accounts to facilitate the United States Department of Housing and Urban Development (HUD) Section 108 Loan Guarantee Program that was recently approved by the City Commission. One account is a guaranteed loan funds account and the other is a debt service reserve account.

(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: Through Section 108 Loan Term – 20 years from execution of loan documents. (2035)

(4) Fiscal impact and source of funding: NA

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Finance	9-2-15	approve	S. Sibble
City Attorney	9-2-15		
Budget	9-2-15	Approve	

X City Manager

ACTION TAKEN BY COMMISSION:

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

City Attorney's Communication #2015-1544
September 1, 2015

TO: Suzette Sibble, Finance Director

FROM: Mark E. Berman, City Attorney

RE: Resolution – Wells Fargo Bank Accounts

As requested in your memorandum of August 28, 2015, Finance Department Memorandum 15-172, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A COMMERCIAL ACCOUNT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND WELLS FARGO BANK, N.A. TO OPEN A GUARANTEED LOAN FUNDS ACCOUNT AND A DEBT SERVICE RESERVE ACCOUNT TO FACILITATE THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 108 LOAN GUARANTEE PROGRAM AND AUTHORIZING THE APPROPRIATE CITY OFFICIAL TO SIGN REQUIRED BANK DOCUMENTS FOR SAID ACCOUNTS; PROVIDING AN EFFECTIVE DATE.**

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

MARK E. BERMAN

/jrm
l:cor/finance/2015-1544

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A COMMERCIAL ACCOUNT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND WELLS FARGO BANK, N.A. TO OPEN A GUARANTEED LOAN FUNDS ACCOUNT AND A DEBT SERVICE RESERVE ACCOUNT TO FACILITATE THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 108 LOAN GUARANTEE PROGRAM AND AUTHORIZING THE APPROPRIATE CITY OFFICIAL TO SIGN REQUIRED BANK DOCUMENTS FOR SAID ACCOUNTS; 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 Wells Fargo Bank, N.A., 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 Wells Fargo Bank, N.A. and any required bank documents required for said accounts.

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
9/1/15
l:reso/2015-479

WELLS FARGO

Commercial Account Agreement

Effective October 1, 2014

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I. Terms Applicable to All Commercial Deposit Accounts

Introduction

In this Commercial Account Agreement ("Agreement"), "Company" refers to the owner or accountholder of a Wells Fargo bank commercial deposit account ("Account"). "Bank" refers to the Wells Fargo bank at which Company's Account is maintained. This Agreement includes the following disclosures applicable to Bank's commercial deposit accounts and related services (each, a "Service"), that Bank has separately provided to Company: (i) the schedule of Bank's fees and other account-related information (the "fee and information schedule"), (ii) the collection schedule, (iii) the funds availability policy, (iv) the privacy policy, (v) the rate sheets for interest-bearing accounts, each as modified by Bank from time to time, and (vi) any additional disclosures regarding Company's Account that Bank may provide to Company. Company is responsible for ensuring that each Authorized Signer is familiar with this Agreement. Unless Company has instructed Bank in writing to the contrary, Bank may consider communications about Company's Account from an Authorized Signer on Company's Account as communications from Company. Company agrees to notify Bank immediately in writing if any Authorized Signer's authority has been terminated. This Agreement replaces all prior agreements with Bank regarding Company's Account other than agreements regarding security interests in, or services utilizing, the Account. By signing Bank's signature card for Company's Account or by using Company's Account or a Service, Company will be deemed to have agreed to this Agreement. Company should retain a copy of this Agreement (and any information that Bank provides Company regarding changes to this Agreement) for as long as Company maintains its Account with Bank.

Defined Terms

In this Agreement, certain words have a special meaning and are therefore defined. Certain terms and their definitions are found in this Section, and others are found in the text of this Agreement.

Affiliate.

An "Affiliate" is a bank that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

Authorized Signer.

An "Authorized Signer" is a person who has Company's actual or apparent authority to transact business on Company's Account(s), whether or not such person has signed the signature card or other documentation for

Company's Account(s). Bank may continue to recognize an Authorized Signer's authority until Bank has received and had a reasonable time to act upon Company's written modification or revocation of it.

Business Day.

A "Business Day" is every day except Saturdays, Sundays and federal holidays.

Collected Balance.

The "Collected Balance" is the Ledger Balance in Company's Account less Deposit Float.

Commercial Deposit Account.

A "Commercial Deposit Account" is any deposit account, other than one of Bank's business deposit accounts, that is not held or maintained primarily for personal, family or household purposes. Examples of commercial deposit accounts include an account owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan or a governmental unit including an Indian tribal entity.

Deposit Float.

"Deposit Float" is the total dollar amount of Items deposited in Company's Account for which, based on the collection schedule used by Bank or the applicable Affiliate for this type of account, Company's Account has not yet been credited for purposes of calculating the Collected Balance.

Deposited Item.

A "Deposited Item" is an Item (including a non-U.S. Item) that Bank cashes or collects for Company or accepts for deposit to Company's Account.

Investable Balance.

The "Investable Balance" is the Collected Balance in Company's Account less (i) the portion of such Collected Balance that Bank is required by law to hold in reserve at a Federal Reserve Bank and (ii) other adjustments.

Item.

An "Item" is an order, instruction, or authorization to withdraw or pay funds from Company's Account. Examples include checks and electronic transactions including Automated Clearing House (ACH) and wire transfers.

Ledger Balance.

The "Ledger Balance" is the balance in Company's Account after all debits and credits for the Business Day are posted.

Overdraft.

An "Overdraft" is any event that results in a negative balance in Company's Account.

Paper Item.

A "Paper Item" is an Item that is in paper form.

Service.

A "Service" is any service Bank provides to Company including without limitation any Treasury Management Service.

Arbitration Agreement

Agreement to Arbitrate.

Except as stated in "No Waiver of Self-Help or Provisional Remedies" below, Company and Bank agree, at Company's or Bank's request, to submit to binding arbitration all claims, disputes and controversies between or among Company and Bank (and their respective employees, officers, directors, attorneys and other agents), whether in tort, contract or otherwise arising out of or relating in any way to Company's Account(s) and/or Service(s) and their negotiation, execution, administration, modification, substitution, formation, inducement, enforcement, default or termination (each, a "Dispute").

Governing Rules.

Any arbitration proceeding will (i) proceed in a location selected by the American Arbitration Association ("AAA") in the state whose laws govern Company's Account; (ii) be governed by the Federal Arbitration Act (Title 9

of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between Company and Bank; and (iii) be conducted by the AAA, or such other administrator as Company and Bank shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least $1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and any such Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. Nothing contained herein shall be deemed to be a waiver by Bank of the protections afforded to it under 12 U.S.C. Section 91 or any similar applicable state law.

No Waiver of Self-Help or Provisional Remedies.

This arbitration requirement does not limit the right of either party to (i) exercise self-help remedies including setoff or (ii) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of either party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in (i) and (ii) of this subsection.

Arbitrator Qualifications and Powers.

Any Dispute in which the amount in controversy is $5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than $5,000,000.00. Any Dispute in which the amount in controversy exceeds $5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Each arbitrator will be a neutral attorney licensed in the state whose laws govern Company's Account and who has a minimum of ten (10) years experience in the substantive law applicable to the subject matter of the Dispute to be arbitrated. The arbitrator(s) will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator(s) will decide (by documents only or with a hearing at the discretion of the arbitrator(s)) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication.

The arbitrator(s) shall resolve all Disputes in accordance with the substantive law of the state whose laws govern Company's Account and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator(s) shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as deemed necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the state rules of civil procedure for the state whose laws govern Company's Account or other applicable law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such
action for judicial relief.

Discovery.

In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than twenty (20) days before the hearing date and within 180 days of the filing of the Dispute with the AAA. Any requests for an extension of the discovery periods, or any discovery Disputes, will be subject to final determination by the arbitrator(s) upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

Class Actions and Consolidations.

Company and Bank agree that the resolution of any Dispute arising pursuant to the terms of this Agreement shall be resolved by a separate arbitration proceeding and shall not be consolidated with other Disputes or treated as a class. Neither Company nor Bank shall be entitled to join or consolidate Disputes by or against others in any arbitration, or to include in any arbitration any Dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

Payment of Arbitration Costs and Fees.

The arbitrator(s) shall award all costs and expenses of the arbitration proceeding.

Miscellaneous.

To the maximum extent practicable, the AAA, the arbitrator(s), Company and Bank shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. The arbitrator(s), Company or Bank may not disclose the existence, content or results thereof, except for disclosures of information by Company or Bank required in the ordinary course of business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. If more than one agreement for arbitration by or between Company and Bank potentially applies to a Dispute, the arbitration agreement most directly related to Company's Account or the subject matter of the Dispute shall control. This arbitration agreement shall survive the closing of Company's Account or termination of any Service or the relationship between Company and Bank.

Statements and Other Account-Related Information

Mailing Statements and Other Account-Related Information to Company.

Except as expressly provided otherwise in this Agreement, Bank will mail (or otherwise make available to Company) statements for Company's Account and notices and other information regarding Company's Account or any Service (collectively, "Account-Related Information") to the postal or electronic address reflected in Bank's records for Company's Account. Any statement or Account-Related Information will be deemed to have been sent to Company on the first Business Day following the date on it. A statement or other Account-Related Information that is held for Company to pick up will be deemed to be delivered to Company at the time that Bank makes it available for pick up.

Company's Obligation to Review Statements and Other Account-Related Information and to Notify Bank of Errors.

Company agrees to promptly and carefully examine each statement for Company's Account and any other Account-Related Information and any paid Items that are returned with (or described in) the statement and any other Account-Related Information and to promptly notify Bank of, and reimburse Bank for, any erroneous credit to Company's Account. Within thirty (30) days after Bank mails or otherwise makes the statement or other Account-Related Information available to Company, Company will notify Bank of any claim for credit or refund due, for example, to an erroneous or unauthorized debit, a missing signature, an unauthorized signature, or an alteration (each, an "unauthorized transaction"). Within six (6) months after Bank mails or otherwise makes the statement or other Account-Related Information available to Company, Company will notify Bank of any claim

for credit or refund resulting from a forged, unauthorized, or missing endorsement. Such notification is to be made by (i) calling the telephone number listed on the statement for Company's Account or in the other Account-Related Information for such purpose and (ii) submitting a written report to Bank as soon as possible, but, in any event, within the timeframes specified above. If Company fails to notify Bank within the timeframes specified above, the balance shown on the statement for Company's Account or other Account-Related Information will be conclusively presumed to be correct, and Company will be deemed to have released Bank from all liability for the Items charged to Company's Account and for all other transactions covered by the statement or other Account-Related Information. In addition, if Company fails to notify Bank of an unauthorized transaction on Company's Account within thirty (30) days after Bank mails or otherwise makes the statement for Company's Account or other Account-Related Information describing the unauthorized transaction available to Company, Bank will not be liable to Company for any unauthorized transactions on Company's Account by the same person that could have been prevented if Company had complied with Company's obligations under this subsection. If Company notifies Bank of any claim for credit or refund later than required by this subsection, Bank may assert, at Company's request and on Company's behalf, any claim against a third party that Bank determines in Bank's sole discretion is permitted under the laws governing this Agreement or applicable rule.

Returned, Unclaimed Statements or Other Account-Related Information.

Unless otherwise prohibited by the laws governing this Agreement, (i) if two or more statements for Company's Account are returned, Bank may discontinue sending statements for Company's Account and other Account-Related Information to Company until Company provides a valid address to Bank; (ii) Bank may destroy statements for Company's Account and other Account-Related Information that are sent to Company and returned to Bank as undeliverable; and (iii) if Bank holds the statement for Company's Account or other Account-Related Information for Company to pick up and the statement remains unclaimed for sixty (60) days, Bank may send the statement to the address reflected in Bank's records for Company's Account or destroy it.

Address Changes for Statements for Company's Account and Other Account-Related Information.

Company may instruct Bank to change the address to which Bank mails (or the means by which Bank otherwise makes available) statements for Company's Account and other Account-Related Information at any time. Bank may act on any such instruction purportedly made on Company's

behalf within a reasonable time after Bank receives such instruction. Unless Company instructs Bank otherwise, Bank may in its sole discretion change the address only for the Account(s) Company specifies or for all or some of Company's other Accounts with Bank. Bank may change Company's address of record if Bank receives an address change notice from the U.S. Postal Service or if Bank receives information from a third party in the business of providing correct address information that the address in Bank's records no longer corresponds to Company's address.

Notices and Other Mail.

Any notice Company sends Bank will not be effective until Bank actually receives it and has a reasonable opportunity to act on it. If there is more than one Authorized Signer on Company's Account, Bank may send statements and other Account-Related Information to any one of them (unless Company has otherwise instructed Bank in writing). Company assumes the risk of loss in the mail. Any notice Bank sends Company will be effective when mailed or otherwise made available to Company.

Contacting Company Regarding Servicing and/or Collections.

In order for Bank to service the Account or to collect any amounts Company owes to Bank, Bank may from time to time make calls and/or send text messages to Company at any telephone number(s) associated with Company's Account, including wireless telephone numbers that could result in charges to Company. The manner in which these calls or text messages are made to Company may include without limitation prerecorded/artificial voice messages and/or an automatic telephone dialing system. In addition, in order for Bank to service the Account or to collect any amounts Company owes to Bank, Bank may send e-mails to Company at any e-mail address Company provides to Bank.

Electronic Communications.

If Company provides Bank with an electronic address to which Bank may send electronic communications, Company agrees that Bank may send to Company by electronic communication any information that the laws governing this Agreement require be sent to Company in writing, provided such electronic communication does not violate the laws governing this Agreement. "Electronic communication" means a message transmitted electronically in a format that allows visual text or images to be displayed on equipment such as a personal computer monitor.

Fraud Prevention

Protection Against Unauthorized Items.

Company acknowledges that there is a growing risk of losses resulting from unauthorized Items. Bank offers Services that provide effective means for controlling the risk from unauthorized Items. These Services include:

- Positive Pay, Positive Pay with Payee Validation, or Reverse Positive Pay (each offered by Bank in conjunction with Bank's Account Reconciliation Plan Service);
- ACH Fraud Filter; and
- Payment Authorization Service.

In addition, Bank may recommend Company use certain fraud prevention practices to reduce Company's exposure to online fraud. Each of these practices is an industry "best practice".

An example of a best practice is dual custody, which requires a payment or user modification initiated by one user to be approved by a second user on a different computer or mobile device before it takes effect.

Company will be treated as having assumed the risk of any loss that could have been prevented by its use of any fraud prevention Service or best practice Bank has recommended to Company, if Company:

- Declines to enroll in the fraud prevention Service(s);
- Enrolls in the fraud prevention Service but fails to use it in accordance with the Service Documentation applicable to it; or
- Fails to adopt and follow a best practice.

Lost or Stolen Paper Items; Unauthorized Items.

If any of Company's unissued Paper Items has been lost or stolen, or if Company learns that unauthorized Items are being issued on Company's Account, Company agrees to notify Bank at once. To the extent that Company's failure to so notify Bank hampers Bank's ability

to prevent loss, Bank will be relieved of any liability for such Items. Upon receipt of any such notice, Bank may at its sole discretion and without any liability to Company take one or more of the following actions: (i) close Company's Account and open a new account for Company; (ii) dishonor any Paper Item Company or an Authorized Signer has indicated may have been lost or stolen (unless Company or an Authorized Signer subsequently has instructed Bank to honor such an Item); or (iii) pay any Paper Item presented for payment on Company's Account, provided Company has

instructed Bank to pay such Paper Item and given Bank the number of that Paper Item. If Bank opens a new account for Company and Company has authorized a third party to automatically make regular deposits to or withdrawals from Company's Account (such as wire or ACH transfers), Bank shall have no liability to Company if Company does not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for Company due to Company's failure to notify that third party in a timely fashion of the number of Company's new Account.

Preventing Misuse of Company's Account.

Company agrees to take reasonable steps to ensure the integrity of Company's internal procedures with respect to Company's Account and Items drawn on Company's Account or deposited to it. To help prevent embezzlement and protect Company's business assets, Bank recommends Company:

- Assign responsibilities for Company's Account to multiple individuals. Those who reconcile statements for Company's Account should be different from those who issue Items drawn on Company's Account.
- Reconcile statements for Company's Account as received and notify Bank immediately of any problem.
- Contact Bank immediately if Company does not receive the statement for Company's Account when Company would normally expect to.
- Watch for Paper Items cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Secure Company's supply of Paper Items at all times. Stolen Paper Items are a common method of embezzlement.
- Periodically reassign accounting duties such as reconciling Company's Account or making a deposit.
- Review transaction activity on Company's Account for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate embezzlement.
- Destroy any Paper Item that Company does not intend to use.
- Use tamper-resistant Paper Items at all times.
- Notify Bank immediately when an Authorized Signer's authority ends so that his/her name can be removed from all signature cards and Online Banking access, and any Cards that Bank has issued to him/her can be cancelled.

• Do not sign blank Paper Items.

• Obtain insurance coverage for these risks.

Claim of Unauthorized Transactions; Bank's Rights and Liability

Investigation by Bank; Company's Agreement to Cooperate.

Bank shall investigate any transaction Company has reported to Bank as unauthorized (a "Claim of Unauthorized Transaction"). Company agrees to (i) submit Company's Claim of Unauthorized Transaction in writing to Bank by completing or obtaining a declaration under penalty of perjury describing Company's Claim of Unauthorized Transaction (in an affidavit form approved by Bank, if so requested); (ii) file a police report; (iii) complete and return to Bank any documents requested of Company; and (iv) in all respects cooperate fully at Company's expense with Bank in Bank's investigation of Company's Claim of Unauthorized Transaction.

Standard of Care.

Bank will meet its standard of care for Company's Account by exercising ordinary care in the transaction at issue. When Bank takes an Item for processing by automated means, "ordinary care" does not require Bank to examine the Item. In all other cases, "ordinary care" requires only that Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Bank's policies and procedures are general internal guidelines for Bank's use and do not establish a higher standard of care for Bank than is otherwise established by the laws governing this Agreement. A mere clerical error or an honest mistake will not be considered a failure of Bank to perform any of its obligations. If Bank waives any of its rights as to Company or Company's Account on one or more occasions, it will not be considered a waiver of Bank's rights on any other occasion.

Limitation of Liability; Indemnification.

Whether in connection with Company's Account or a Service, in no event will either party to this Agreement or its respective directors, officers, employees, or agents be liable to the other party for any special, consequential, indirect or punitive damages, whether any claim is based on contract or tort or whether the likelihood of such damages was known to either party. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing this Agreement. Bank will not have any liability to Company if there are insufficient available funds in Company's Account to pay Company's Items due to actions taken by (i) Bank in accordance with this Agreement or (ii) any third party. Except to the extent that Bank fails to exercise ordinary care or breaches this Agreement,

Company agrees to indemnify and hold Bank and its directors, officers, employees and agents harmless from all claims, demands, losses, liabilities, judgments and expenses (including their attorneys' fees and legal expenses) arising out of or in any way connected with Bank's performance under this Agreement. Company agrees this indemnification will survive the closing of Company's Account and the termination of any Service.

Adverse Claims.

If any person or entity makes a claim against funds in Company's Account, or if Bank believes that a conflict exists between or among the Authorized Signers on Company's Account or that there is a dispute over matters such as the ownership of Company's Account or the authority to withdraw funds from Company's Account, Bank may, without any liability to Company, take one or more of the following actions: (i) continue to rely on Bank's records to determine the ownership of or the identity of the Authorized Signer(s) for Company's Account; (ii) honor the claim upon receipt of evidence satisfactory to Bank to justify such claim; (iii) freeze all or a part of the funds in Company's Account until the dispute is resolved to Bank's satisfaction; (iv) close Company's Account and send a check for the available balance in Company's Account payable to Company or to Company and each claimant; or (v) pay the funds into an appropriate court.

Legal Process.

Bank may accept and act on any legal process it believes is valid, whether served in person, by mail or by electronic notification, at any location of Bank. "Legal process" includes a levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture, seizure or other legal process relating to Company's Account. Any such legal process is subject to Bank's security interest and right of setoff. Bank will not notify Company of a grand jury subpoena affecting Company or Company's Account.

"Freezing" Company's Account.

As part of Bank's loss prevention program, when Bank suspects that irregular, unauthorized, or unlawful activities may be occurring in connection with Company's Account, Bank may "freeze" (or place a hold on) the balance in Company's Account (and in other Account(s) Company maintains with Bank) pending an investigation of such suspected activities. If Bank freezes Company's Account, Bank will give any notice required by the laws governing this Agreement.

Force Majeure.

Neither party to this Agreement shall be deemed to be in default of any of

its obligations under this Agreement if its performance is delayed, hindered or becomes impossible because of any act of God or of any public enemy, hostilities, war (declared or undeclared), guerilla or terrorist activities, act of sabotage, blockade, earthquake, flood, landslide, avalanche, tremor, ground movement, hurricane, storm, explosion, fire, labor disturbance, riot, insurrection, strike, sickness, accident, civil commotion, epidemic, act of government or its agencies or officers, power interruption or transmission failure or any cause beyond the control of either party.

Company's Insurance Coverage.

Many businesses carry special insurance for employee fraud/embezzlement. If Company does, Bank reserves the right to require Company to file a claim with its insurance company before making any claim against Bank. In such event, Bank will consider Company's claim only after Bank has reviewed Company's insurance company's decision, and Bank's liability to Company, if any, will be reduced by the amount Company's insurance company pays Company.

Substitute Checks

A federal law, known as the "Check Clearing for the 21st Century Act" or "Check 21," took effect on October 28, 2004. This law provides for an instrument called a "substitute check." A substitute check contains an accurate copy of the front and back of the original draft and bears the legend: "This is a legal copy of your check. You can use it the same way you would use the original check." As noted in the legend, a substitute check is the same as the original draft for all purposes, including proving that Company made a payment. Any Paper Item Company issues or deposits that is returned to Company may be returned in the form of a substitute check. Even if Company has cancelled Items returned with the statements for Company's Account, Bank may in its sole discretion withhold substitute checks therefrom. Company agrees Company will not transfer a substitute check to Bank, by deposit or otherwise, if Bank would be the first financial institution to take the substitute check, unless Bank has expressly agreed in writing to take it.

Deposits to Company's Account

General.

Unless otherwise agreed in writing, Bank may, without inquiry, accept a deposit to Company's Account at any time, from any person or entity, made in any manner including without limitation a deposit based on an image of an Item. Bank may also refuse to accept all or any part of any deposit. Bank may use time and place of receipt, method of delivery, and status of set up to determine when Company's deposit is received. Bank may require that Company deposit an Item made payable to Company to Company's Account, instead of permitting Company to cash the Item. Bank is not

responsible for a deposit until a Bank employee has received and verified it. The receipt received at the time of deposit is not evidence a deposit has been verified. Bank may reverse or otherwise adjust any credit Bank believes it has erroneously made to Company's Account at any time without prior notice to Company.

Collection Items.

Bank may, in its sole discretion and with notice to Company, handle a Paper Item as a collection Item, instead of as a deposit. This means Bank sends the Item to the issuer's bank for payment and credits Company's Account for the Item when Bank receives payment for the Item. If the Item is returned unpaid, Bank will return the Item to Company.

Endorsements.

This subsection applies if an endorsement is necessary for the transfer or negotiation of an Item. Company authorizes Bank to supply Company's endorsement on any Item Bank takes for collection, payment or deposit to Company's Account. Company also authorizes Bank to collect any unendorsed Item that is made payable to Company without first supplying Company's endorsement, provided the Item was deposited to Company's Account. Bank may refuse to pay any Item or accept any Item for deposit or collection unless Bank is able to verify to its satisfaction that all of the necessary endorsements are present on the Item. For example, Bank may require that all endorsers be present at the time that an Item is presented to Bank for payment or accepted for deposit or collection.

Material Appearing on the Back of Paper Items; Legends on Paper Items.

Company is responsible for losses incurred by any person that cashes or accepts Company's Paper Items for deposit, if: (i) the loss is due to a delay in the return of the Item; and (ii) the delay is caused by material appearing on the back of the Item when it was issued or transferred by Company. This material may include, but is not limited to, carbon bands, blacked out areas, and printed or written text or numbers. Company is responsible for all losses, claims, damages or expenses that result from a restrictive legend or notation on Company's Paper Items.

Breach of Warranties.

If Company breaches any warranty Company makes under the laws governing this Agreement or rule with respect to any Item, Company shall not be released or otherwise discharged from any liability for such breach so long as Bank notifies Company of the breach within 120 days after Bank learns of the breach. If Bank fails to notify Company within this 120-day

period, Company shall be released from liability and discharged only to the extent Bank's failure to notify Company within such time period caused a loss to Company.

When Deposits are Credited to Company's Account.

All over-the-counter deposits or ATM deposits to Company's Account which are received before Bank's established cut-off time on any Business Day will be credited (and will be considered deposited) to Company's Account as of the close of business that day, and will be reflected in that day's Ledger Balance for Company's Account. All other deposits will be processed in accordance with the written agreements governing such deposits or, if there is no written agreement, banking practice. All deposits received after Bank's established cut-off time on a Business Day or at any time on a day which is not a Business Day will be credited (and will be considered deposited) to Company's Account at the end of the next Business Day. Deposits placed in one of Bank's "night depositories" before the established deadline on any Business Day will be credited to Company's Account at the close of business on that same day. All other deposits placed in the "night depository" will be credited to Company's Account at the end of the next Business Day.

Company's Use of Funds.

Company's use of funds deposited to Company's Account will be governed by Bank's separately disclosed collection schedule and, if Company's Account is a checking account, funds availability policy. Bank's collection schedule describes when deposits of Items that satisfy certain criteria will be considered collected. A fee may be charged in connection with any use of uncollected funds permitted by Bank. The then-current rate will appear on the statement for Company's Account. Bank's funds availability policy describes when funds deposited to Company's checking Account will be available to be used for all purposes. Bank may change its collection schedule and funds availability policy from time to time without prior notice to Company.

Deposits at Affiliates.

Company may make deposits to Company's Account(s) at an Affiliate, provided the Affiliate agrees. If Company makes a deposit to Company's Account at an Affiliate, that Affiliate's collection schedule and funds availability policy will determine when the funds deposited to Company's Account will be considered collected and available.

Deposits of Non-U.S. Items.

Bank may refuse to accept for deposit or collection an Item that is payable in currency other than U.S. dollars or an Item that is not drawn on a financial

institution chartered in the United States (each, a "non-U.S. Item"). If Bank accepts a non-U.S. Item for deposit to Company's Account or collection, Company accepts all risk associated with foreign currency fluctuation (exchange rate risk) and any late return of the non-U.S. Item. Company agrees Bank may use Bank's current buying and selling rate, as applicable, when processing a non-U.S. Item and may recover from Company's Account any loss Bank incurs as a result of processing such an Item for Company. Bank reserves the right to place longer holds on non-U.S. Items than the timeframes specified in Bank's funds availability policy for Deposited Items.

Acts and Omissions of Other Financial Institutions.

Bank is not liable for the insolvency, neglect, misconduct, mistake, or default of another bank or person, or for the loss or destruction of a Deposited Item or of a notice of nonpayment relating thereto. If a Deposited Item is lost or misrouted during the collection process: (i) Bank shall have no responsibility to Company for the actions or inactions of any collecting bank; (ii) Bank may charge Company's Account for the amount of the Deposited Item (and reverse any interest that may have accrued to Company's Account in connection with the Deposited Item); and (iii) Company agrees to cooperate with Bank in recreating the Deposited Item.

Deposited Items Returned.

Bank has the right to charge back to or otherwise debit any of Company's Account(s) for any Deposited Item that is returned (and to reverse or recover any associated interest that may have accrued), even if Company has made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided Bank does not have actual knowledge that such deadline has expired or, having such knowledge, (i) Bank concludes that the Deposited Item has been returned in accordance with the laws governing this Agreement or a rule (including a clearing house rule); or (ii) Bank has received a breach of warranty claim in connection with the Deposited Item.

Bank has the right to pursue collection of such Deposited Item, even to the extent of allowing the payor bank to hold the Deposited Item beyond the midnight deadline in an attempt to recover payment. Bank may redeposit a returned Deposited Item and re-present it for payment by any means (including electronic means), unless Bank has received instructions from Company not to redeposit such Deposited Item. Bank will have no liability for taking or failing to take any action to recover payment of a returned Deposited Item.

If one of Company's Deposited Items is returned with a claim that there is a breach of warranty (for example, that it bears a forged endorsement or is altered in any way), Bank may debit Company's Account for the amount of the Item (plus any associated fees) and pay the amount to the person or entity making the claim. Bank is under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense. Bank need not give Company any prior notification of its actions with respect to the claim. Company agrees to immediately repay any Overdraft caused by the return of a Deposited Item.

Direct Deposits Returned by Bank.

If, in connection with a direct deposit plan funds are deposited to Company's Account and later returned to the originator, Bank may deduct the amount from that or any other Account Company maintains at Bank, without prior notice and at any time, except as prohibited by the laws governing this Agreement. Bank may also use any other legal remedy to recover the amount.

Reconstructing Lost or Destroyed Deposited Items.

If a Deposited Item is lost or destroyed during processing or collection (either at Bank or at another point in the payments system), Company agrees to cooperate fully with Bank to reconstruct the Deposited Item by promptly: (i) providing Bank with a copy of the front and back of the Deposited Item from Company's or the issuer's records; (ii) asking the issuer to place a stop payment on it (at Bank's expense) and issue a replacement Item to Company (if the Deposited Item has not been paid); or (iii) reviewing Company's records and other information and conducting any additional research as may be reasonable to determine the issuer's identity (if Company does not know the identity of the issuer of the Deposited Item). If Company fails to cooperate with Bank, Bank may, at any time and without advance notice to Company, reverse or otherwise adjust any credit made to Company's Account for a lost or destroyed Deposited Item.

Withdrawals from Company's Account

Determining Company's Account's Balance; Debiting Company's Account.

In determining the balance in Company's Account that is available to pay Items, Bank may reduce the available balance by the amount of any hold that Bank has placed on Company's Account under this Agreement. Additionally, Bank may place a hold on Company's Account if Bank receives an electronic notice that an Item will be presented for payment or collection against Company's Account (a "Notice of Presentment"). The hold may remain in effect from the time the Notice of Presentment is received until

the Item is presented or notice is received that the Item will not be presented, whichever first occurs. Bank may conclusively rely on the information it receives in an electronic presentment or notification when determining the available balance in Company's Account, and Bank will not have any liability for refusing to honor any of Company's Items because of insufficient funds, even if the electronic presentment or notification incorrectly describes the Item, including its amount. Bank may debit Company's Account on the day an Item is presented by any means, including without limitation electronically, or at an earlier time based on notification received by Bank that an Item drawn on Company's Account will be presented for payment or collection. A determination of the balance in Company's Account for purposes of making a decision to dishonor an Item for insufficiency or unavailability of funds may be made at any time between the presentment of the Item (or earlier upon receipt of any Notice of Presentment) and the time of return of the Item. No more than one such determination need be made.

Order of Posting; Categories of Items

Bank posts transactions during its nightly processing each Business Day. Generally, Bank first posts deposits or incoming transfers received before the deposit cutoff time that day. Bank then posts withdrawals (such as ATM, debit card or check transactions) that have been received for payment from Company's Account. Bank pays some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks.

The order in which Bank posts Items to Company's Account will depend upon a number of factors. For example, in connection with the process of posting Items, Bank has the right to (i) establish different categories of Items, (ii) establish a posting order for each category of Item(s), and (iii) establish different posting orders for Items within each category. Except to the extent limited by federal regulatory and judicial authorities, Bank has the right to change any of the factors described in (i), (ii) and (iii) above at any time without notice to Company.

Establishing categories of Items. Bank groups Items into categories it establishes. For example, Bank may group debit card transactions into one category, and group checks into another category. Bank may include more than one type of Item in a single category.

Establishing a posting order for each category of Items. Bank pays some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks.

Establishing a posting order of Items within a single category. If there are multiple transactions within a category, the order in which the transactions are posted will vary depending on the type of transaction.

For example, Bank will pay the most common types of transactions in the following order:

- ATM, debit card, account transfers, teller cashed checks and teller cash withdrawals – transactions will be sorted by the date the transaction was conducted. For a debit card transaction, if a merchant does not seek pre-authorization from the Bank at the time of the transaction, Bank will use the date the transaction is received for payment from Company's account. If there are multiple transactions on a date, those transactions will be sorted by time (where that information is available to Bank's posting systems); the remaining transactions on that date will be sorted and paid from lowest to highest dollar amount.

- Checks and automatic payments (also known as ACH).

If there are multiple transactions, the transactions will be sorted and paid from highest to lowest dollar amount.

Relation between posting order and overdrafts/returned items

On any given Business Day, if Bank receives more than one Item for payment and determines there are sufficient funds to pay one or more but not all of the Items, then the number of Items paid and the overdraft and returned Item fees assessed could be affected by the order that Bank chooses to post those Items. For example, if Bank posts Items in the order of highest to lowest dollar amount, the total number of overdraft and returned Item fees Company is charged could be larger than if Bank were to post the Items in a different order.

Paper Items Presented Over-the-Counter for Payment by a Non-Customer.

If a Paper Item drawn against Company's Account is presented over-the-counter for payment by a person who does not have a deposit account at Bank, Bank may charge a fee to the person presenting the Paper Item as a condition for payment of the Paper Item. Company should contact its banker if Company has questions or if Company is required for any reason to have a place where Company's Paper Items can be cashed without a fee. The amount of the fee is disclosed in the fee and information schedule. Bank

may require identification acceptable to Bank and not prohibited by the laws governing this Agreement, including a fingerprint of the person presenting the Paper Item. Bank may dishonor the Paper Item if the person refuses to pay this fee or provide the identification Bank requests.

Large Cash Withdrawals.

If Company wants to cash a check (or make a cash withdrawal from Company's Account) for a very large amount, Bank may require five (5) Business Days' advance notice so that it can order the cash from its vault. Bank may, but is not obligated to, require that Company provide adequate security when Company picks up the cash and may also require Company to pick up the cash at Bank's central vault or other location.

Withdrawals at Affiliates.

Company may make withdrawals from Company's Account at an Affiliate, provided the Affiliate agrees. If an Affiliate cashes an Item for Company, Bank may place a hold on Company's Account(s) for a corresponding amount of funds. If the Item is later returned to the Affiliate for any reason, Bank may debit one or more of Company's Accounts for the amount of the Item.

Items Resulting From Company's Disclosure of Company's Account Number.

If Company voluntarily discloses Company's Account number to another person orally, electronically, in writing, or by some other means, and Bank determines that the context of such disclosure implies Company's authorization to debit Company's Account, Bank may treat such disclosure as Company's authorization to that person to issue Items drawn on Company's Account.

Missing Signatures; Alterations; Forgeries.

Bank will have no responsibility for reviewing the number or combination of signatures on an Item drawn on Company's Account. This means that if Company has indicated that more than one signature is required in connection with an Item drawn on Company's Account,

Bank will have no liability to Company if a transaction is conducted on or through Company's Account contrary to the signature requirements Company has specified, provided at least one of the required signatures appears on the Item. Bank will have no liability to Company for failing to detect a forgery of the signature of an Authorized Signer or an alteration of one of Company's Items, if the forgery or alteration is such that a reasonable person could not reasonably be expected to detect it.

Dates and Special Instructions on Paper Items.

Bank may, without inquiry or liability, pay one of Company's Paper Items even though: (i) special instructions written on the Paper Item indicate that Bank should refuse payment (e.g., "Void after thirty (30) days," "Paid-In-Full," or "Void over $100"); (ii) the Paper Item is staledated (e.g., it bears a date that is more than six (6) months in the past), even if Bank has knowledge of the date on the Paper Item; (iii) the Paper Item is post-dated (e.g., it bears a date in the future), unless an Authorized Signer has given Bank a notice of post-dating; or (iv) the Paper Item is not dated. In addition, Bank may pay in U.S. dollars the amount that has been MICR-encoded on Company's Paper Item, even though Company has purportedly drawn the Paper Item in a foreign currency.

Facsimile or Mechanical Signatures.

If Company has elected to use a facsimile, other mechanical signature (including a stamp) to sign or endorse Paper Items or a Company logo or other mark in lieu of a signature, Bank may rely on that signature (or any signature that purports to be the facsimile, other mechanical signature of an Authorized Signer) or the Company logo or other mark as Company's authorized signature without regard to when or by whom or by what means or in what ink color such signature, Company logo or other mark may have been made or affixed to a Paper Item deposited to, drawn on or otherwise debited to Company's Account.

Consumer ACH Debit Entries.

Under the ACH Operating Rules, certain types of ACH entries may only be presented on a consumer account. These entries (each, a "Consumer ACH Debit Entry") include without limitation Point of Purchase ("POP"), account receivable ("ARC"), destroyed check ("XCK") and returned check ("RCK") entries. Bank shall have no obligation to pay, and no liability for paying, any Consumer ACH Debit Entry on Company's Account.

Stop Payment Orders; Notices of Post-Dating

General.

"Stop payment order" refers to both an order to Bank not to pay a Paper Item and to a notice of post-dating. To be effective, a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay Company's Paper Item as provided in the Uniform Commercial Code. Each stop payment order is subject to Bank's verification that the Paper Item described in the order has not been

paid. This verification may occur subsequent to the time Bank accepts the stop payment order.

Content of Stop Payment Order.

Bank requires the exact (i) name of the payee, (ii) number of Company's Account on which Paper Item is drawn, (iii) Paper Item amount and (iv) the Paper Item number or a range of Paper Item numbers. Bank may, at its sole discretion, use only a portion of the required information in order to identify a Paper Item. Failure to provide correct and complete information may make it impossible for Bank to stop payment of a Paper Item. Company agrees to indemnify and hold Bank harmless from and against any loss incurred by Bank as a result of Bank's paying a Paper Item if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of Bank's not paying a Paper Item for which a valid stop payment order is in effect).

Effective Period of Stop Payment Order; Renewal; Revocation.

Bank need not honor a written stop payment order for more than six (6) months. For accounts that do not have Bank's STOP AUTO-RENEWAL Service, Company must renew a stop payment order if Company does not want the stop payment order to expire after six (6) months. Each renewal is treated as a new stop payment order. For accounts with Bank's STOP AUTO-RENEWAL Service, a stop payment order is subject to annual renewals for up to six (6) twelve-month periods, unless Company has otherwise notified Bank in writing. Bank may pay a Paper Item after a stop payment order has expired, even though the Paper Item is more than six (6) months old. An instruction to revoke a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act on it.

Liability to Holder in Due Course.

Notwithstanding Bank's timely return of any Paper Item due to a valid stop payment order, Company may still be liable under the laws governing this Agreement for the amount of that Item.

Paper Items Paid Over Valid Stop Payment Orders.

If Bank pays a Paper Item over a valid stop payment order, Bank may require Company to provide Bank with an affidavit describing in detail Company's dispute with the payee. If Bank credits Company's Account after paying a post-dated Paper Item over a valid and timely notice of post-dating, Bank may charge Company's Account for the amount of the Paper Item as of the date of the Paper Item.

Overdrafts; Security Interest; Bank's Right to Setoff

Overdrafts and Insufficient Funds.

Bank may, at its option, pay or refuse to pay any Item if it would create an Overdraft on Company's Account, without regard to whether Bank may have previously established a pattern of honoring or dishonoring such an Item. Bank may take either of the following actions if Bank receives an Item drawn on Company's Account and there are insufficient available funds in Company's Account to cover the Item, without prior notice to Company:

- Pay the Item and create an Overdraft on Company's Account.
- Return the Item if the Item would create an Overdraft on Company's Account.

Company agrees to pay Bank's fee that may vary depending on the action Bank takes. Any Overdraft on Company's Account is immediately due and payable, unless Bank agrees otherwise in writing. Company agrees to reimburse Bank for the attorneys' fees and other costs and expenses Bank incurs in recovering the Overdraft (including Overdraft and associated fees). On a Business Day when Bank determines that there are sufficient funds in Company's Account to pay one or more but not all of the Items presented for payment on Company's Account, the order in which Bank posts such Items may affect the number of Items paid and the Overdraft and returned Item fees assessed. When Bank posts Items in the order of highest to lowest dollar amount, the Overdraft and returned Item fees may be more than these fees would be if Bank were to post the Items in the order of lowest to highest dollar amount.

Security Interest; Bank's Right to Setoff.

To secure Company's performance of this Agreement, Company grants Bank a lien on and security interest in Company's Account and Company's accounts with any Affiliate. In addition, Company acknowledges Bank may setoff against any Account(s) (including matured and unmatured time Account(s)) for any obligation Company owes Bank at any time and for any reason as allowed by the laws governing this Agreement. These obligations include both secured and unsecured debts and debts Company owes individually or together with another person. Bank may consider this Agreement as Company's consent to Bank's asserting its security interest or exercising its right of setoff should the laws governing this Agreement require Company's consent. If Company's Account is an unmatured time account, Bank may deduct any early withdrawal fee that may be due as a result of Bank having exercised its right of setoff. If Company has a Sweep

Account, Company also authorizes Bank to redeem Company's shares in the Designated Money Market Fund and apply the proceeds to any obligation Company owes Bank. The rights described in this subsection are in addition to and apart from any other rights, including any rights granted under any security interest that Company may have granted to Bank.

Bank Fees and Expenses

General.

Company agrees to pay Bank in accordance with the fee and information schedule. Company also agrees to pay an amount equal to any applicable taxes, however designated, exclusive of taxes based on the net income of Bank.

Payment of Bank Fees and Expenses; Finance Charges.

Bank may either directly debit Company's Account or invoice Company for Bank fees and expenses and taxes incurred in connection with Company's Account and any Service. If an Earnings Allowance accrues on Company's Account, Bank will periodically apply Company's accrued Earnings Allowance to Bank fees and expenses (unless Bank otherwise indicates in writing). Bank may debit Company's Account (or any other Account Company maintains at Bank) or invoice Company for any amount by which the fees and expenses exceed the accrued Earnings Allowance on Company's Account. Bank may also debit Company's Account (and any other account Company maintains at Bank) for attorneys' fees and any other fees and expenses Bank incurs in exercising its rights under this Agreement including Bank's rights in connection with Overdrafts, Adverse Claims, Legal Process and "Freezing" Company's Account. If there are insufficient funds in Company's Account to cover the debit, Bank may overdraw Company's Account. Company agrees to promptly pay any invoiced amount. Bank may assess finance charges on any invoiced amounts that are not paid within forty-five (45) days of the date of invoice. Finance charges are assessed at a rate of 1.5% per month (18% per annum) or the highest amount permitted by the laws governing this Agreement, whichever is less. Charges for accrued and unpaid interest and previously assessed finance charges will not be included when calculating finance charges. Payments and other reductions of amounts owed will be applied first to that portion of outstanding fees attributable to charges for accrued and unpaid interest and previously assessed finance charges, then to other fees and expenses. Debiting of service fees occurs on the day of each calendar month Bank separately discloses to Company, or if the disclosed day is not a Business Day, on the next succeeding Business Day.

Earnings Allowance.

Each month, the average monthly Investable Balance in a commercial demand deposit account may earn an "Earnings Allowance" which, depending on the arrangement with Bank, may be applied against that month's fees for the account. An Earnings Allowance in excess of the total monthly fees cannot be credited to the account as interest and may not be carried forward to the following month. Earnings Allowances are calculated on a 365/366-day year basis using an "Earnings Allowance Rate," which is a variable rate established by Bank (and which may be as low as zero percent). Bank reserves the right to change this rate at any time without notice to Company. If the account is an interest-bearing account, the account is not eligible to earn an Earnings Allowance.

Recoupment Fee.

The FDIC charges each insured bank a fee to cover its share of the cost of providing deposit insurance to depositors. The FDIC does not charge a bank's depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank's confidential supervisory ratings or mislead depositors by implying the FDIC is charging the fee. Bank assesses this Recoupment Fee to partially recover insurance premiums it pays to the FDIC for deposit insurance. The amount of the Recoupment Fee appears on the periodic statement or client analysis statement for Company's account and is based on the monthly average ledger balance Company maintains in its account. The Recoupment Fee is subject to change by Bank at any time without notice. For questions about the Recoupment Fee, Company may contact its relationship manager at Bank.

Bank's Use of Funds.

Bank may benefit from having the use of funds in customers' non-interest bearing accounts. Bank may use these funds to reduce its borrowing from other sources such as the Fed Funds market or invest them in short-term investments such as its Federal Reserve Account. This benefit may be referred to as "spread". It is not possible to quantify the benefit to Bank that may be attributable to a particular customer's funds because funds from all customers' non-interest bearing accounts are aggregated both for purposes of reducing Bank's borrowing costs and for investment and because Bank's use of funds may vary depending on a number of factors including interest rates, Federal Funds rates, credit risks and Bank's anticipated funding needs. Bank's use of funds as described in this paragraph has no effect or impact on Company's use of and access to funds in Company's account.

Checking Subaccounts

For each checking account, Bank may establish on Company's behalf a master account and two subaccounts. All information that is made available to Company about Company's Account will be at the master account level. The subaccounts are comprised of a savings account and a transaction account. On the first day of each month, Bank will allocate funds between the two subaccounts as it deems appropriate. Items received by Bank that are drawn against Company's master account will be presented for payment against the transaction subaccount. Funds will be transferred from the savings subaccount to cover Items presented against the transaction subaccount as may be needed. On the sixth (6th) transfer from the savings subaccount during a statement period all of the funds on deposit in the savings subaccount will be transferred to the transaction subaccount. If Company's Account earns interest, the use of subaccounts will not affect the interest Company earns.

Miscellaneous

Acceptable Form of Paper Items; Document and Image Quality.

Company agrees to comply with Bank's specifications for Paper Items, including without limitation paper stock, dimensions, and other generally applicable industry standards for Paper Items and to include on Company's Paper Items Bank's name and address as directed by Bank. Certain features (such as security features) of an originally issued Item or a Deposited Item may impair the image quality of a substitute check, purported substitute check or electronic Item created by Bank or any third party. Bank will not be liable for any claims, demands, judgments or expenses paid, suffered or incurred by Company, and Company will indemnify Bank from and hold Bank harmless against any claims, demands, judgments or expenses paid, suffered or incurred by Bank, arising directly or indirectly as a result of or in connection with (i) the untimely return of any Paper Item Company has issued as a result of, and any presentment-related problem resulting from, the failure of the Paper Item to conform in any respect to Bank's Paper Item specifications, including without limitation, failure to include Bank's full name and address on the Paper Item, and (ii) any claim based on the image quality of a substitute check, purported substitute check or electronic Item, whether created by Bank or any third party.

Closing Company's Account.

Company may close Company's Account at any time. Bank may, in its sole discretion, close Company's Account at any time. If Bank closes Company's Account, Bank may send the Collected Balance on deposit in Company's

Account by ordinary mail to Company's most recent address shown on Bank's account records. Whether Company or Bank closes Company's Account, Company agrees to maintain on deposit in Company's Account sufficient funds (determined in Bank's sole discretion) to cover outstanding Items to be paid from Company's Account, charge-backs including without limitation returned Deposited Items and Bank's fees and expenses. This Agreement shall continue to govern Company's Account until Bank makes a final disbursement from it. In addition, Bank will not be liable for any loss or damage that may result from dishonoring any of Company's Items that are presented or otherwise received after Company's Account is closed. If Company's Account is an interest bearing account, the Account will cease earning interest from the date Company requests it be closed. If the Account balance does not reach zero within three (3) months from the date of Company's request, Bank may close the Account and send Company the balance as described above or return the Account to active status.

Contract Language.

English is the controlling language of the relationship between Company and Bank. Bank may translate its agreements, forms, disclosures and advertisements into another language for Company's convenience. However, if there is a discrepancy between Bank's English language materials and the materials in another language, the English language version is controlling, unless (i) Bank otherwise agrees with Company in writing; or (ii) the laws governing this Agreement specifically provide for a different result.

Credit Reports.

Company authorizes Bank to make any inquiries that Bank considers appropriate to determine if Bank should open and maintain an Account for Company. This may include ordering a credit (or other) report (e.g, information from any motor vehicle department or other state agency) on Company.

Dormant and Unclaimed Accounts.

Company's Account is dormant if, for one year for a checking account or three years for a Commercial savings or time account, there is no customer initiated activity (except where the laws governing this Agreement require otherwise). If Company's Account is dormant, Bank may hold all statements on Company's Account, but Bank's normal maintenance and other fees will continue to be assessed except where prohibited and ATM and Point-of-Sale ("POS") access may be blocked. If Company's Account remains dormant and is unclaimed by Company for the period required under the laws governing this Agreement, Bank is required by those laws to "escheat" the funds; that is, to deliver the funds in Company's Account to the state whose laws govern Company's Account. Bank may charge a fee to Company's Account for mailing an escheat notice. When the funds in Company's Account are delivered to the state, Company's Account is closed, and no interest accrues. To recover funds delivered to the state, Company must file a claim with the state.

Entire Agreement; Headings; No Third Party Beneficiary.

This Agreement constitutes the entire agreement between Company and Bank regarding the subjects addressed in it and supersedes prior oral or written representations, conditions, warranties, understandings, proposals or agreements regarding Company's Account. Headings do not constitute a part of this Agreement. No person or entity will be deemed to be a third party beneficiary under this Agreement.

Laws Governing this Agreement.

The laws governing this Agreement include the laws and regulations of the United States and, to the extent applicable, the laws of the state in which the Bank office that maintains Company's Account is located (unless Bank has notified Company in writing that the laws of another state shall govern Company's Account), without regard to conflicts of laws principles. If Company's Account was not opened in person at a Bank office (for example, if Company opened its Account by phone, through the mail or over the Internet), this Agreement will be governed by the laws of the state in which

Bank's main office is located, unless Bank notifies Company that its Account has been assigned to a particular Bank office, in which event the laws of the state in which that office is located will govern this Agreement. Any lawsuits, claims or other proceedings relating in any way to Company's Account, any Service or this Agreement, including without limitation, the enforcement of the Arbitration Agreement in this Agreement and the entry of judgment on any arbitration award shall be venued exclusively in the courts of the state whose laws govern this Agreement, without regard to conflict of laws principles. Each provision of this Agreement stands alone. Any provision of this Agreement which is inconsistent with the laws governing this Agreement, either in its entirety or with respect to a particular type of transaction or Item, will be deemed modified and applied in a manner consistent with the laws governing this Agreement. Any provision of this Agreement which a court of competent jurisdiction determines to be unenforceable or invalid, either in its entirety or with respect to a particular type of transaction or Item, will not affect the enforceability or validity of the remaining provisions of this Agreement.

Notwithstanding the preceding paragraph, any funds transfer that is a "remittance transfer" as defined in Regulation E, Subpart B, as amended from time to time, will be governed by the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

Minimum Balance Requirements; Other Restrictions.

Bank may impose minimum balance requirements or other applicable limitations, or restrictions on Company's Account, provided such requirements, limitations or restrictions are disclosed to Company.

Modification of Agreement; Account Conversion.

Bank may in its sole discretion from time to time change this Agreement by adding new provisions or by modifying or deleting existing provisions. Each such addition, modification or deletion is referred to in this Agreement as a "modification." When applicable law requires Bank to notify Company of a modification, Bank may do so by posting notice of the modification in Bank or at Bank's home page (www.wellsfargo.com), by including a message on or with the statement for Company's Account, or by any other means that Bank considers appropriate, unless the laws governing this Agreement requires notice by a specific means. In addition, Bank may agree in writing to waive a provision of this Agreement including without limitation a fee (a "waiver"). Bank may, upon prior written notice to Company, revoke any waiver. Company's continued use of Company's Account or a related Service following the effective date of any modification or revocation of any waiver

will show Company's consent to that modification or revocation of waiver. Bank may convert Company's Account to another type of account at any time, provided Bank gives Company any advance notice that may be required.

Monitoring and Recording Communications.

Bank may without liability monitor, record and retain telephone conversations, electronic messages, electronic records and other data transmissions between Company and Bank at any time without further notice to Company, unless further notice is otherwise required by the laws governing this Agreement.

No Fiduciary Relationship.

Bank's relationship with Company concerning Company's Account is that of debtor and creditor; no fiduciary, quasi-fiduciary or special relationship exists between Company and Bank.

Reliance on Bank Records.

Bank may rely solely on its records to determine the form of ownership of and the Authorized Signers on Company's Account.

Reordering Checks.

Company can reorder checks by mailing the reorder form enclosed in Company's current order of checks or by calling Bank at the telephone number shown on the statement for Company's Account. If Company or a third party prints its checks, Bank shall have no liability to Company if Bank is unable to process such checks by automated means.

Restricted transactions.

Company acknowledges and agrees that "restricted transactions," as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder, are prohibited from being processed through Company's Account or any relationship between Company and Bank. In the event Bank identifies a suspected restricted transaction, Bank may block or otherwise prevent, or prohibit such transaction and, further, Bank may close the Account or end the relationship.

Transferring an Interest in Company's Account.

Company's Account may not be pledged, assigned or in any other manner transferred, whether in whole or in part, without Bank's written agreement.

II. Additional Terms Applicable to All Commercial Interest-Bearing, Savings and Time Accounts

Interest-Bearing Accounts

Variable/Fixed-Rate Accounts.

Company's interest-bearing Account may be either a variable-rate or fixed-rate account. Unless Bank has specified otherwise in writing, Company's Account will be a variable-rate account. That means Bank may in its sole discretion change the interest rate on Company's Account at any time. If Company's Account is a fixed-rate account and it is not a time account, Company will be paid the specified interest rate for at least thirty (30) days.

Method Used to Calculate Earned Interest.

Bank may use either the average daily balance or daily balance method to calculate interest. The average daily balance method applies a periodic rate to the average daily collected balance for the period. The average daily balance is calculated by adding principal for each day and dividing by the number of days in the period. The daily balance method applies a daily periodic rate to principal each day. Unless Bank has specified otherwise in writing, it will use the daily balance method to calculate interest. If Company's Account is a tiered-rate account, Bank may pay the same interest rate on more than one tier.

Interest Accrual.

If Company deposits a non-cash Item, such as a check, interest begins to accrue no later than the Business Day Bank receives credit for the deposit of that Item. This may not be the same day that Company deposits the non-cash Item to Company's Account.

Compounding and Crediting.

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis. For time accounts, Bank will notify Company separately as to the frequency with which interest will be credited to Company's Account.

Target Balance Accounts.

If Company maintains multiple accounts at Bank, Company may, with Bank's consent, designate in writing one such account as its "Principal Account" and one or more additional accounts as "Target Balance Accounts." For each Target Balance Account, Company will separately specify to Bank in writing the Ledger Balance or Collected Balance which Company wishes

to maintain in such account (the "Target Balance"). At the end of each Business Day, Bank will determine the applicable balance on deposit in each Target Balance Account. If the applicable balance in a Target Balance Account exceeds its Target Balance, Bank will transfer from the Target Balance Account to the Principal Account such funds as are necessary to bring the applicable balance to the Target Balance. If the applicable balance is less than the Target Balance, Bank will transfer from the Principal Account to the Target Balance Account such funds as are necessary to bring the applicable balance to the Target Balance. Bank may, but will not be required to, transfer funds if the transfer would create an Overdraft or exceed the Collected Balance then on deposit in the Principal Account.

Interest Adjustments.

An interest adjustment may be reflected on the statement for Company's Account for the month after it occurs rather than the month in which it occurs.

Tax Identification Number Certification.

Treasury regulations require Bank to obtain a Tax Identification Number ("TIN") certification for each account. To avoid backup withholding tax on accounts that earn interest or dividends, Company must submit Internal Revenue Service ("IRS") Form W-9 or the appropriate Form W-8 and supporting information and/or documentation to Bank. U.S. citizens or other U.S. persons, including resident alien individuals, must provide a Form W-9. If Company is a non-resident alien as defined by the IRS, Company must provide the appropriate Form W-8. Additional documentation may be required if Company is a foreign partnership, foreign government, or is claiming an exemption based on Effectively Connected Income. Until Bank has received the completed and signed Form(s) W-9 or W-8, or any other required forms, Bank will pay interest and comply with the backup withholding requirements of the IRS. If, at any time, Bank receives information that someone other than Company is using the same TIN that Company certified as its TIN on Form W-9, and Bank is not able to determine to its own satisfaction that the TIN has been assigned to Company, Bank may at its option and without notice (i) stop paying interest on Company's Account, (ii) continue paying interest but comply with the backup withholding requirements of the IRS *and/*or, (iii) take any other action which Bank believes is reasonable in the circumstances. If Company is an individual who owns its Account as a sole proprietor, upon that individual's death, Bank must be provided with the individual's estate's or successor's TIN or Bank may either refuse to pay interest earned on Company's Account since the date of the individual's death or withhold a portion of the interest that has been earned on Company's Account since the date of the individual's death.

Commercial Savings Accounts

Bank's Right to Require Notice.
Bank has the right to require seven (7) days' written notice before Company withdraws money from Company's Negotiable Order of Withdrawal (NOW) or savings Account.

Regulation D savings account transaction and other limited activity

Regulation D and Bank limit certain types of withdrawals and transfers from a Federal savings or money market account to a combined total of six (6) per monthly statement period (exceptions to the statement period may apply):

Limited by Regulation D:-

- Transfers by phone using Bank's automated banking service or speaking with a banker on the phone
- Transfers or payments through online, mobile, and text banking (including bill pay)
- Transfers to a checking account for overdraft protection coverage
- Preauthorized transfers and withdrawals (including recurring and one time)
- Payments to third parties such as checks, drafts, or similar transactions (counted when they are posted to the account and not when they are written)
- Debit or ATM card purchases that post to the savings or money market account

Limited by Bank:

- Transfers and payments to Wells Fargo credit cards, lines of credit, and loans
- Wires whether made in person, on the telephone, or online

Not limited:
Except wire transfers as described above, there is no limit on withdrawals or transfers made in person at an ATM or a Wells Fargo banking location or on any types of deposits.

An excess activity fee is assessed for transactions exceeding the limits stated above. If the limit is exceeded on more than an occasional basis, Bank may be required to close or convert the savings or money market account to a checking account, which would discontinue any overdraft protection it might be providing to another account, or close the account. If the withdrawal and

transfer limit is reached, Bank may decline transfers and withdrawals for the remainder of the monthly statement period (exceptions to the statement period may apply) to help Company avoid a fee and account conversion or closure.

The Excess Activity Fee for Savings and Money Market Accounts is $10 per excess transaction.

Commercial Time Accounts

General.

Commercial Time ("time") Accounts include deposits which are payable, either on a specified date or at the expiration of a specified time, no less than seven (7) calendar days after the date of deposit. Bank may refer to a time account as a "certificate of deposit" or a "CD," even though the time account is not represented by a certificate.

Certificated Time Accounts.

If Company receives a certificate evidencing Company's time Account, Bank may require Company to present the certificate and any amendments to receive payment or transfer ownership.

Maturity Date.

Company's time Account will mature at the end of the term stated on Company's receipt, disclosure or certificate, as applicable.

Time Requirements.

Company agrees to keep Company's funds on deposit until the maturity date. Company may make withdrawals from Company's time Account on the maturity date or within the grace period after that date. Bank will not agree in advance to allow withdrawal before maturity.

Payment of Interest.

If Company has elected a payment of interest other than a credit to Company's time Account, Bank may in its sole discretion terminate it in favor of crediting Company's time Account. Ordinarily, such discretion will be exercised when an interest payment mailed to Company's Account address has been returned undelivered or when an Account to which Company's interest payments were automatically credited has been closed, or if the interest payment amount is less than any minimum amount disclosed in the fee and information schedule.

Additional Deposits.

Other than during the grace period, Company may not make additional deposits to Company's time Account, unless Bank otherwise agrees in writing.

Withdrawal of Interest Prior to Maturity.

A withdrawal of interest prior to maturity will reduce earnings.

Renewal Policies.

If Company's time Account is automatically renewable, at maturity it will renew (i) for a like term; and (ii) at Bank's interest rate in effect on the maturity date for a new time deposit of the same term and amount, unless Bank has notified Company that it will not renew Company's Account. Company may withdraw Company's funds anytime during the grace period without a fee. If Company does, Bank will not pay interest for that period on the funds withdrawn. If Company's time Account is not automatically renewable and Company does not withdraw the funds on the maturity date, the funds will no longer earn interest after the maturity date and will be placed in a non-interest-bearing checking Account.

Early withdrawal fee. If Company withdraws funds from its time Account before the maturity date, an early withdrawal fee will be assessed:

- For terms less than three months (or less than 90 days), the fee is one month's interest
- For terms three months (or 90 days) through 12 months (or 365 days), the fee is three months' interest
- For terms over 12 months through 24 months, the fee is six months' interest
- For terms over 24 months, the fee is 12 months' interest
- Minimum fee is $100

The early withdrawal fee is based on the principal amount withdrawn, at the interest rate on Company's time account at the time of withdrawal. For purposes of determining the amount of the early withdrawal fee, one month's interest is equal to one year's interest, at the interest rate in effect at the time of withdrawal, divided by 12. The amount of the early withdrawal fee is deducted from earned interest. If the fee is greater than the earned interest, the difference is deducted from the principal. In no event will the early

withdrawal fee for a withdrawal during the first six days after the date of deposit be less than seven days' simple interest.\

III. Funds Transfers

General.

Funds transfers to or from Company's Account will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, the National Automated Clearing House Association and any regional association (each, an "ACH") and Clearing House Interbank Payments System ("CHIPS"). The following terms are in addition to, and not in place of, any other agreements between Company and Bank regarding funds transfers.

Notice of Receipt of Funds.

Unless Bank has otherwise agreed in writing, it will notify Company of funds electronically debited or credited to Company's Account through the statement for Company's Account covering the period in which the transaction occurred. Bank is under no obligation to provide Company with any additional notice or receipt.

Reliance on Identification Numbers.

If a transfer instruction describes the person to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a person different from the named person. If a transfer instruction describes a participating financial institution inconsistently by name and identification number the identification number may be relied upon as the proper identification of the financial institution.

Duty to Report Unauthorized and Erroneous Fund Transfers.

Company agrees to exercise ordinary care to determine whether a fund transfer to or from Company's Account was either erroneous or not authorized and will notify Bank of the facts within a reasonable time not exceeding fourteen (14) days after Bank sends or makes available to Company the statement for Company's Account on which the transfer appears or Company otherwise has notice of the transfer, whichever is earlier. Company will be precluded from asserting that Bank is not entitled to retain payment unless Company objects to payment within the fourteen (14) day period.

Erroneous Payment Orders.

Bank has no obligation to detect errors in payment orders (for example, an erroneous instruction to pay a beneficiary not intended by Company or to pay an amount greater than the amount intended by Company, or an erroneous transmission of a duplicate payment order previously sent by Company). Should Bank detect an error on one or more occasions, it shall not be construed as obligating Bank to detect errors in any future payment order.

Automated Clearing House (ACH) Transactions.

The following terms apply to payments to or from Company's Account that are transmitted through an ACH:

- Company's rights as to payments to or from Company's Account will be governed by the laws that govern Company's Account.
- Credit given by a receiving bank to its customer for a payment from Company's Account is provisional until final settlement has been made or until payment is considered received under the laws that govern Company's Account.
- If final settlement or payment is not made or received, the receiving bank will be entitled to a refund from its customer and Company, as the originator of the payment will not be considered to have paid Company's customer.
- If a payment is made to Company's Account and Bank does not receive final settlement or payment is not received under the laws governing this Agreement, Company will not be considered to have received payment, and Bank will be entitled to reimbursement from Company for that payment.
- Company hereby authorizes any Originating Depositary Financial Institution (ODFI) to initiate, pursuant to ACH Operating Rules, ACH debit entries to Company's Account for electronic presentment or re-presentment of Items written or authorized by Company.

IV. Selected Services

Stagecoach Deposit® – ATM Deposit Only Card Service.

Company may elect to utilize Bank's Stagecoach Deposit® – ATM Deposit Only Card Service by completing and returning to Bank the setup form for the Service. This Service allows Company to make deposits to Company's Account using a Stagecoach Deposit® – ATM Deposit Only card ("Deposit

Card") and a designated Wells Fargo® ATM ("ATM"). Company will make such deposits according to the instructions Bank provides and will gain access to the ATM using the Deposit Card and a Personal Identification Number ("PIN"), the risk of misuse of both of which Company assumes. Bank will provisionally credit each deposit to Company's Account based on the amount Company keys into the ATM. Company's ATM deposits are subject to the standard cut-off time established for the ATM into which the deposit was made and Bank's funds availability policy applicable to Company's Account. If the dollar amount of Company's deposit as determined by Bank differs from Company's total (as shown on Company's ATM receipt), Bank will send Company a statement showing the amount of this difference. Company agrees Bank's count of the dollar amount of Company's deposit will be conclusive and binding on Company. Company will have full responsibility for each deposit and its contents until the deposit has been completely and physically accepted into the ATM. If Company claims any portion of a deposit was lost or stolen while in Bank's custody, Company acknowledges Company has the burden of proving its claim. If Company orders supplies for the ATM Deposit Service through the ATM, Company authorizes Bank to initiate debits to Company's Account and credits to the accounts of third party vendors to cover the cost of such supplies provided to Company. Such transfers may be processed through an automated clearing house or any other means chosen by Bank and will be subject to the rules of the funds transfer system used by Bank. Company's authorization will remain in full force and effect until Bank has received written notification from Company of its termination in such time and manner as to afford Bank and any third-party vendor a reasonable opportunity to act on it.

Stagecoach Deposit® – Post Verify Service.

If Company elects to utilize Bank's Stagecoach Deposit® – Post Verify Service, Company will prepare, package and deliver Stagecoach deposits to Bank in accordance with Bank's instructions. Bank will provisionally credit Company's Account for the currency shown on the deposit ticket enclosed in Company's Stagecoach deposit bag as follows: (i) same day credit for deposits delivered to an office of Bank before that office's cut-off time on any Business Day or for deposits placed in night depository of Bank before 6:00 a.m. on any Business Day; or (ii) next Business Day credit for deposits delivered to an office of Bank on any Business Day on or after Bank's office's cut-off time or on any non-Business Day. All Stagecoach deposits are subject to Bank's acceptance and verification. Bank will verify the currency in Company's Stagecoach deposit bag either at a later time in Bank's office or

when Company's Stagecoach deposit bag is delivered to Bank's cash vault. Checks will be verified when they are delivered to Bank's check processing center. Bank reserves the right to adjust (debit or credit) Company's Account if Bank determines that the amount shown on Company's deposit ticket is incorrect. Because the frequency of armored courier transportation from Bank's offices to Bank's vaults varies from office to office, the time it takes to verify Company's Stagecoach deposit may vary, depending on the office to which Company's Stagecoach deposit bag is delivered. In most cases, adjustments will be made and notification will be sent within three (3) Business Days. Adjustments will be effective when they are processed.

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COM 1416 (Rev10/14)

WELLS FARGO

Authorization Certificate

Depository Accounts and Treasury Management Services

The undersigned hereby certifies that he or she is the duly appointed authorized representative of City of Pompano Beach (Account holder's complete legal entity/company name), a Government Entity (description of Account holder's business entity type) ("Customer"), with authority to act on behalf of Customer, and that the following are true and correct resolutions duly adopted by Customer, in accordance with its formation and governing documents, and that these resolutions have not been in any way altered, amended or rescinded, and are now in full force and effect:

The undersigned further certifies that any one of the following named persons, whose signatures are set forth opposite their names (and titles, if applicable):

	Name	Title (if applicable)		Signature or Facsimile Signature[1]
#1	Suzette Sibble	Finance Director	X	S. Sibble
#2	Andrew Jean-Pierre	Controller	X	A. Jean-Pierre
#3	Linda Dye	Revenue Collections Manager	X	Linda Dye

is individually authorized to, and to designate one or more other Customer officers, agents or employees (each such aforementioned person, officer or designee thereof is referred to herein as an "Authorized Representative") to: (a) open or close one or more deposit and/or securities accounts (the "Accounts") with Wells Fargo Bank, National Association ("Bank"); (b) execute and deliver in Customer's name such agreement(s) regarding the Accounts and the services related thereto as Bank may from time to time require; (c) authorize and execute transactions on the Accounts, including, without limitation, (i) signing checks and other instruments withdrawing funds from the Accounts, including those payable to cash or to persons who sign them, (ii) requesting funds transfers by Bank to and from the Accounts, (iii) entering into arrangements for the processing of automated clearing house ("ACH") debit entries and/or ACH credit entries to and from the Accounts, and (iv) endorsing on behalf of Customer, and otherwise negotiating, checks and other items payable to Customer; (d) incur overdrafts and other obligations in the Accounts at Bank in connection with any of the products, services, or activities authorized by these resolutions; and (e) invest Customer's funds on such terms and conditions as such Authorized Representative deems appropriate.

Customer is authorized to enter into any other arrangements, agreements and documents with respect to any of Bank's deposit and treasury management products and services, in such form and on such terms and conditions as may be agreed to by a Authorized Representative signing such agreements and documents.

Customer shall be bound to Bank by, and Bank may rely upon, any communication or act, including telephone communications, purporting to be done by any partner, employee or agent of Customer provided that Bank believes, in good faith, that the same is done by a person authorized to so act.

The authority hereby conferred is in addition to that conferred by any other certificate heretofore or hereafter delivered to Bank and shall continue in full force and effect until Bank shall have received notice in writing from Customer of the revocation hereof. Any such revocation shall be effective only as to actions which are taken by Customer pursuant to the certifications contained herein, subsequent to Bank's receipt of such notice. The authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the execution of this certificate are hereby approved and ratified.

The undersigned further certify that the activities covered by the foregoing certifications constitute duly authorized activities of Customer; that said certifications are now in full force and effect; and that there is no provision in any document pursuant to which Customer is organized and/or which governs Customer's continued existence limiting the power of the undersigned to make the certifications set forth herein, and that the same are in conformity with the provisions of all such documents.

ACKNOWLEDGED & AGREED TO:

[1] **Facsimile Signature/Logo.** *Customer authorizes the use of facsimile signatures/logos in connection with its agreements with and instructions to Bank if the facsimile/logo is provided on this form. Customer agrees its use of the facsimile/logo will be governed by Bank's Commercial Account Agreement.*

By/Signature: _____

Printed Name: Lamar Fisher

(this individual must be a duly appointed representative of the TIN of record)

Title (if applicable): Mayor

Date: _____

Tax Identification Number of Customer: 59-6000411

(TIN of the Account holder as assigned by the IRS)

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Commercial Account Signature Card

I. Account Title(s)

Account #1 4636816795 CoID 182 (Internal Use Only)	**Account #2** 4636816803 CoID 182 (Internal Use Only)
Account Type: ☐ Checking (Non-interest) ☐ Checking with Interest ☒ Money Market Account ☐ Other Public Funds	**Account Type:** ☐ Checking (Non-interest) ☐ Checking with Interest ☒ Money Market Account ☐ Other Public Funds
Title Line 1 CITY OF POMPANO BEACH (Customer's full legal name matching Customer's formation documents - 40 characters max.)	**Title Line 1** CITY OF POMPANO BEACH (Customer's full legal name matching Customer's formation documents - 40 characters max.)
Optional Account Title Lines (40 characters max per line.)	Optional Account Title Lines (40 characters max per line.)
Title Line 2 AS TRUSTEE OF UNITED STATES DEPARTMENT	Title Line 2 AS TRUSTEE OF UNITED STATES DEPARTMENT
Title Line 3 OF HOUSING AND URBAN DEVELOPMENT	Title Line 3 OF HOUSING AND URBAN DEVELOPMENT
Title Line 4 GUARANTEED LOAN FUNDS ACCOUNT	Title Line 4 DEBT SERVICE RESERVE ACCOUNT
(Enter DBA Name in last available title line, if applicable.)	(Enter DBA Name in last available title line, if applicable.)

II. Regulation GG Certification

Customer or any entity for which account(s) will be maintained (f/b/o) engaged in business of internet gambling? ☐ Yes ☒ No

III. Authorized Account Signers

	Signature	Printed Name	Position/Title
#1	S. Sibble	Suzette Sibble	Finance Director
#2	A. Jean-Pierre	Andrew Jean-Pierre	Controller
#3	Linda Dye	Linda Dye	Revenue Collections Manager

IV. Customer Acknowledgement & Agreement

On behalf of the Customer, I hereby certify, by my signature below, that each of the individuals designated in Section III above as an "Authorized Signer" is authorized, acting alone, to (a) sign checks drawn on and make cash withdrawals from the Account(s), (b) request stop payment orders for checks drawn on the Account(s), and (c) initiate funds transfers by ACH, wire or other means from the Account(s) in accordance with the Customer's contractual arrangements with Wells Fargo regarding these services. Wells Fargo may obtain credit reports or other information about the Customer. Wells Fargo may disclose information about each account to its affiliates, to credit reporting agencies, and to other persons or agencies that, in Wells Fargo's judgment, have a legitimate purpose for obtaining the information.

I acknowledge that the Customer has received Wells Fargo Bank's Commercial Account Agreement and agree that its terms and conditions, as amended from time to time, will govern the Account(s).

Lamar Fisher	Mayor
Printed Name	Position / Title
Authorized Signature	Date

V. Substitute Form W-9

☐ **W-8 provided for Foreign Entity** (Substitute W-9 Does Not Apply)

CITY OF POMPANO BEACH

Customer's legal name matching Customer's formation documents

Business Name/Disregarded Entity Name (if different from above)

Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/Sole Proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust Estate

☐ Limited Liability Company Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership) _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☒ Other Government Entity

100 W. Atlantic Boulevard, Room 480

Address (number, street, and apartment or suite number)

Pompano Beach	Florida	33060
City	State	ZIP Code

Part I. Taxpayer Identification Number (TIN)

Enter your TIN on the appropriate line below. The TIN provided must match the Customer's full legal name on line 1 of Section V to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Form W-9 Part I instructions at www.irs.gov for additional information. For other entities, it is your employer identification number (EIN).

	59-6000411
Social Security Number (SSN)	Employer Identification Number

Part II. Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

   ☐ You must check this box if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.
3. I am a U.S. citizen or other U.S. person, and (See Form W-9 Part II instructions at www.irs.gov for additional information.)
4. The FATCA code entered on this form (if any) indicating that the payee is exempt from FATCA reporting is correct. *(Does not apply to U.S. based accounts.)*

Lamar Fisher	Mayor
Printed Name	Position/Title
Authorized Signature	Date

Bank Use Only

Latosha Wedderburn	+1 (561) 650-2368
Banker Name	Banker Telephone

Z6344-070	2656	11818	50016
Banker MAC	AU	RAU	Officer #

Latosha Wedderburn	+1 (561) 650-2368
Submitter Name	Submitter Phone #

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CITY REQUIRED SIGNATURE PAGES ARE ATTACHED

"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:

_____
MARK E. BERMAN, 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: 9/8/2015 Agenda Item 24

REQUESTED COMMISSION ACTION: **QUASI-JUDICIAL**

Consent	Ordinance	X Resolution	Consideration/ Discussion	Presentation

SHORT TITLE: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE HABITAT FOR HUMANITY OF BROWARD COUNTY PLAT NO. 9 LOCATED ON A PARCEL OF LAND LYING EAST OF NW 28TH AVENUE AND NORTH OF NW 1ST STREET, PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:
The property owner, Habitat for Humaity of Broward, Inc, wishes to plat the 0.73 of an acre parcel for the purpose of developing single family homes. The plat is restricted to six (6) single family homes. Platting the property allows the owner to provide for utilities, dedicate right-of-way and meet requirements in order to secure a building permit. The applicant has submitted all of their Utility Service Provider letters and a Title Opinion made out to the City; therefore staff finds items from the P&Z Staff Report and Board memorandum have been addressed.

(1) Origin of request for this action: Donna C. West, of HSQ Group, Inc.
(2) Primary staff contact: Maggie Barszewski/ Robin M. Bird Ext. 7921
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Serv. Dept.	6/11/2015	Approval	Memo #15-320
City Attorney	8/18/2015		CAC #2015-1427

X Advisory Board P&Z Board #15-001

X City Manager

ACTION TAKEN BY COMMISSION:

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

G:\Zoning 2009\Plats\2014\14-14000006 - Habitat for Humanity Plat 9\CC\GC Pompano plat agenda memo 15-447.doc

City Attorney's Communication #2015-1427
August 18, 2015

TO: Maggie Barszewski, AICP, Planner

FROM: Gordon B. Linn, City Attorney

RE: Resolution – Habitat for Humanity of Broward County Plat No. 9

As requested in your memorandum of August 14, 2015, Department of Development Services Memorandum #15-429, 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 THE HABITAT FOR HUMANITY OF BROWARD COUNTY PLAT NO. 9 LOCATED ON A PARCEL OF LAND LYING EAST OF NW 28TH AVENUE AND NORTH OF NW 1ST STREET; PROVIDING AN EFFECTIVE DATE.**

Please have the Opinion of Title corrected to include the city in the first paragraph and also forward the proposed plat for review after executed by the owner.

GORDON B. LINN

GBL/jrm
l:cor/dev-srv/2015-1427

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE HABITAT FOR HUMANITY OF BROWARD COUNTY PLAT NO. 9 LOCATED ON A PARCEL OF LAND LYING EAST OF NW 28TH AVENUE AND NORTH OF NW 1ST STREET; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the City of Pompano Beach hereby approves the plat located on a parcel of land lying east of NW 28th Avenue and north of NW 1st Street, as described in full on the plat document itself, a copy of said plat being attached hereto and made a part hereof as if set forth in full.

SECTION 2. That the City Clerk is hereby authorized to certify the approval of the said plat by the City Commission by affixing her signature thereto.

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
8/18/15
l:reso/2015-450

PREPARED BY:
HSQ GROUP, INC.
Engineers · Planners · Surveyors
1488 West Palmetto Park Road, Suite 340
Boca Raton, Florida 33486 · 561.392.0221
CA26758 · LB7924

OCTOBER 2014

HABITAT FOR HUMANITY OF BROWARD COUNTY PLAT NO. 9

A PORTION OF THE SOUTH 1/3 OF THE NORTH 3/5 OF THE SE 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION

THE WEST 1/2 OF THE SOUTH 1/3 OF THE NORTH 3/5 OF THE SE 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE WEST 25 FEET THEREOF AND LESS THE SOUTH 25 FEET THEREOF, ALL OF SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 0.728 ACRES, MORE OR LESS.

DEDICATION

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

KNOW ALL MEN BY THESE PRESENTS: THAT HABITAT FOR HUMANITY OF BROWARD INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, OWNER OF THE LANDS DESCRIBED AND SHOWN AS INCLUDED IN THIS PLAT, HAS CAUSED SAID LANDS TO BE PLATTED AS SHOWN HEREON, SAID PLAT TO BE KNOWN AS "HABITAT FOR HUMANITY OF BROWARD PLAT NO. 9".

IN WITNESS WHEREOF: HABITAT OF HUMANITY OF BROWARD, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY PERRY ECTON, ITS EXECUTIVE DIRECTOR, THIS _____ DAY OF _____, 2014.

WITNESS: _____ BY: _____
NAME:
DIRECTOR

PRINT NAME: _____

WITNESS: _____

PRINT NAME: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERRY ECTON AS EXECUTIVE DIRECTOR OF HABITAT FOR HUMANITY OF BROWARD INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, [ ] WHO IS PERSONALLY KNOWN TO ME OR [ ] WHO PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FORGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER FREE ACT AND DEED ON BEHALF OF THE CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THE _____ DAY OF _____, 2014.

MY COMMISSION EXPIRES _____ NAME: _____
(PRINT NAME)
NOTARY PUBLIC - STATE OF FLORIDA

COMMISSION NO. _____

LOCATION MAP
NOT TO SCALE

POMPANO BEACH CITY COMMISSION:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, BY RESOLUTION NO. _____ ADOPTED BY THE SAID CITY COMMISSION THIS _____ DAY OF _____, 20___.

NO BUILDING PERMITS SHALL BE ISSUED FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT UNTIL SUCH TIME AS THE DEVELOPER PROVIDES THE MUNICIPALITY WITH THE WRITTEN CONFORMATION FROM BROWARD COUNTY THAT ALL APPLICABLE IMPACT FEES HAVE BEEN PAID OR ARE NOT DUE.

BY: _____ ATTEST: _____
LAMAR FISHER
MAYOR

MARY L. CHAMBERS
CITY CLERK

THIS _____ DAY OF _____, 20___.

CITY OF POMPANO BEACH PLANNING AND ZONING BOARD:

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING BOARD OF THE CITY OF POMPANO BEACH, FLORIDA HAS APPROVED AND ACCEPTED THIS PLAT THIS _____ DAY OF _____, 20___.

BY: _____ _____
JIM BEESON
CHAIRPERSON

DATE

CITY OF POMPANO BEACH CITY ENGINEER:

THIS PLAT IS HEREBY ACCEPTED AND APPROVED FOR RECORD THIS _____ DAY OF _____, 20___.

BY: _____ _____
ALESSANDRA DEIFICO, P.E.
CITY ENGINEER

DATE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED AND PLATTED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA SHOWN CONFORMS TO THE APPLICABLE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THE PORTIONS OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AS REQUIRED TO COMPLY WITH THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE PERMANENT REFERENCE MONUMENTS (PRM'S) WERE SET IN ACCORDANCE WITH SECTION 177.091 OF SAID CHAPTER 177, ON THIS _____ DAY OF _____, 20___. THE BENCH MARKS SHOWN ARE REFERENCED TO NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929 IN CONFORMITY WITH STANDARDS ADOPTED BY THE NATIONAL OCEAN SURVEY FOR THIRD ORDER VERTICAL CONTROL STANDARDS.

_____
DONNA C. WEST DATE
PROFESSIONAL SURVEYOR AND MAPPER NO. LS4200
STATE OF FLORIDA
HSQ GROUP, INC.
1488 W. PALMETTO PARK RD., SUITE 340
BOCA RATON, FL 33486
CERTIFICATE OF AUTHORIZATION NO. LB7924

BROWARD COUNTY PLANNING COUNCIL

THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH REGARD TO THE DEDICATION OF RIGHTS OF WAY FOR TRAFFICWAYS THIS _____ DAY OF _____, 20___.

BY: _____
CHAIRPERSON

THIS PLAT COMPLIES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL OF THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____ 20___.

BY: _____
EXECUTIVE DIRECTOR OR DESIGNEE

BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

THIS PLAT IS HEREBY APPROVED AND ACCEPTED FOR RECORD

BY: _____ _____ BY: _____ _____
HENRY P. COOK DATE
DIRECTOR OF ENGINEERING
FLORIDA PROFESSIONAL ENGINEERING
REGISTRATION NO. 12506

DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER: LS ___

BROWARD COUNTY FINANCE AND ADMINISTRATION SERVICES DEPARTMENT, COUNTY RECORDS DIVISION-MINUTES SECTION

THIS IS TO CERTIFY THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS _____ DAY OF _____, 20___.

ATTEST: _____ BY: _____
COUNTY ADMINISTRATOR DEPUTY

BY: _____
MAYOR - COUNTY COMMISSION

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT - COUNTY RECORDS DIVISION - RECORDING SECTION

THIS PLAT WAS FILED FOR RECORD THIS _____ DAY OF _____, 20___ AND RECORDED IN

PLAT BOOK _____, PAGE _____, RECORD VERIFIED.

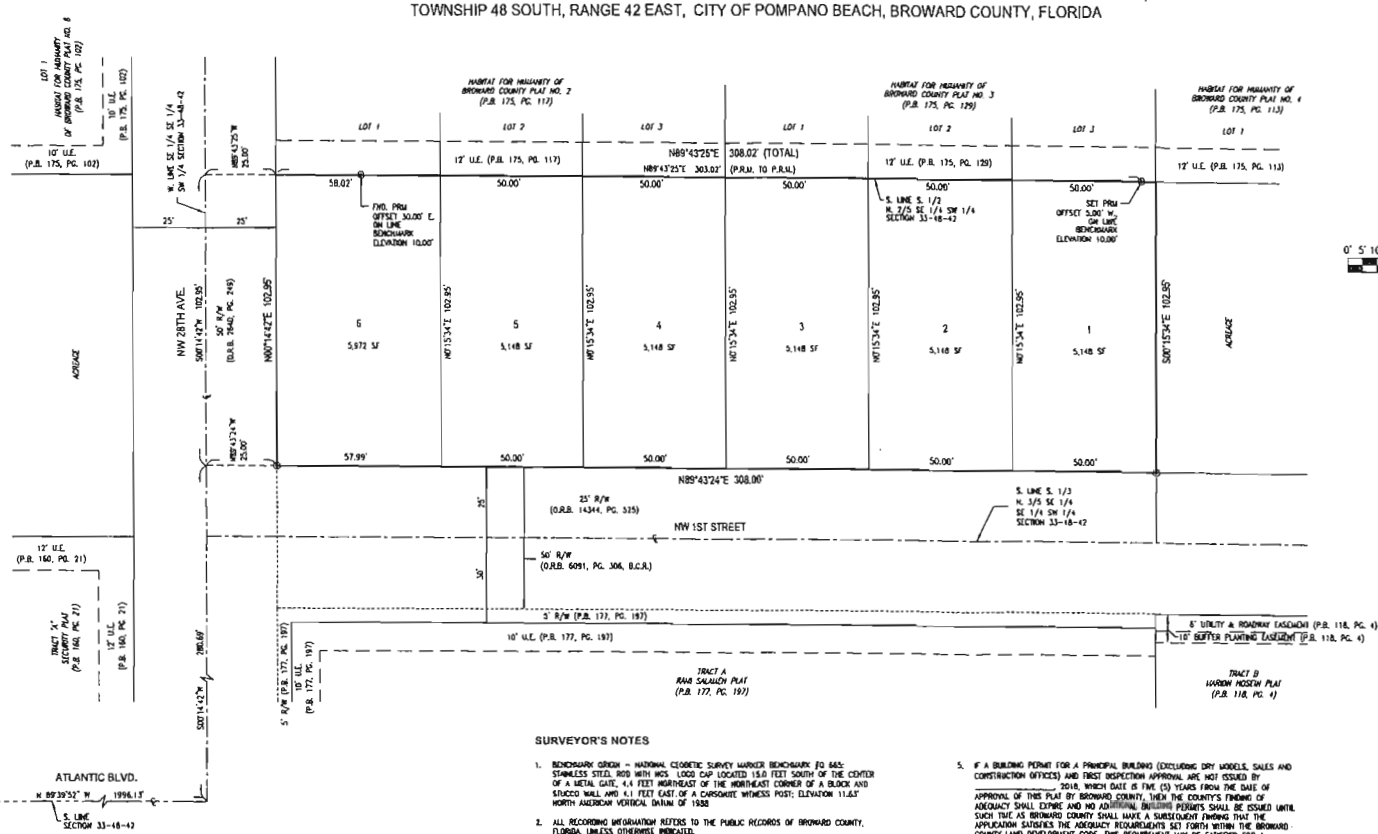
ATTEST: BERTHA HENRY BY: _____
COUNTY ADMINISTRATOR DEPUTY

COUNTY COMMISSION	COUNTY ENGINEER	COUNTY SURVEYOR	CITY COMMISSION	CITY ENGINEER	SURVEYOR

XX-MP-14

HABITAT FOR HUMANITY OF BROWARD COUNTY PLAT NO. 9

A PORTION OF THE SOUTH 1/3 OF THE NORTH 3/5 OF THE SE 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA



LEGEND

℄ CENTERLINE

⊕ PRM – 4"x4" X 24" LENGTH CONCRETE MONUMENT W/ ALUMINUM CAP STAMPED LB7924 (UNLESS OTHERWISE NOTED)

ABBREVIATIONS

A	=	ARC LENGTH
B.C.E.D.	=	BROWARD COUNTY ENGINEERING DIVISION
B.P.E.	=	BUFFER POINT EASEMENT
C.B.W.C.D.	=	CENTRAL BROWARD WATER CONTROL DISTRICT
CONC.	=	CONCRETE
DE	=	DRAINAGE EASEMENT
FND	=	FOUND
LB	=	LICENSED BUSINESS
L.M.E.	=	LAKE MAINTENANCE EASEMENT
MON.	=	MONUMENT
N.R.	=	NON-RADIAL
N.V.A.L.	=	NON-VEHICULAR ACCESS LINE
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
PGS.	=	PAGE(S)
PCP	=	PERMANENT CONTROL POINT
PRM	=	PERMANENT REFERENCE MONUMENT
R	=	RADIUS
R/W	=	RIGHT-OF-WAY
SF	=	SQUARE FEET
U.E.	=	UTILITY EASEMENT

SURVEYOR'S NOTES

1. BENCHMARK ORIGIN – NATIONAL GEODETIC SURVEY MARKER BENCHMARK FQ 665: STAINLESS STEEL ROD WITH NGS LOGO CAP LOCATED 15.0 FEET SOUTH OF THE CENTER OF A METAL GATE, 4.4 FEET NORTHEAST OF THE NORTHEAST CORNER OF A BLOCK AND STUCCO WALL AND 6.1 FEET EAST OF A CARSONITE WITNESS POST; ELEVATION 11.63' NORTH AMERICAN VERTICAL DATUM OF 1988

2. ALL RECORDING INFORMATION REFERS TO THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, UNLESS OTHERWISE INDICATED.

3. THIS PLAT IS RESTRICTED TO 6 SINGLE FAMILY DETACHED UNITS. THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN OWNER OF OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.

4. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCE BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

5. IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY _____ 2018, WHICH DATE IS FIVE (5) YEARS FROM THE DATE OF APPROVAL OF THIS PLAT BY BROWARD COUNTY, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THIS REQUIREMENT MAY BE SATISFIED FOR A RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME; AND/OR

6. IF CONSTRUCTION OF PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY _____ 2018, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME.

7. THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT TO CHAPTER 177.091, SUBSECTION (28), FLORIDA STATUTES: PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS NOTE DOES NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

PREPARED BY:
HSQ GROUP, INC.
Engineers · Planners · Surveyors
1499 West Palmetto Park Road, Suite 240
Boca Raton, Florida 33486 · 561.392.0221
CA28256 · LB7924

OCTOBER 2014

XX-MP-14

PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #15-052

DATE: July 30, 2015

TO: City Commission

FROM: Planning and Zoning Board / Local Planning Agency

SUBJECT: PROPOSED PLAT – Habitat for Humanity of Broward County
P & Z #14-14000006 Habitat Plat No. 9

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on July 23, 2014, the Board considered the proposed **HABITAT FOR HUMANITY OF BROWARD COUNTY PLAT NO. 9**, located at the northeast corner of NW 28th Avenue and NW 1st Street.

It is the unanimous recommendation of the Board that the proposed plat be approved as submitted.

Jerry Mills
Vice Chairman
Planning and Zoning Board/ Local Planning Agency

KEM
G:\Zoning 2009\Plats\2014\14-14000006 - Habitat for Humanity Plat 9\P&Z\PZ Approval Memo #15-052.doc

pompano beach
Florida's Warmest Welcome

MEMORANDUM

Development Services

ADMINISTRATIVE MEMORANDUM NO. 15-320

DATE: June 11, 2015

TO: Planning and Zoning Board

VIA: Robin M. Bird, Development Services Director

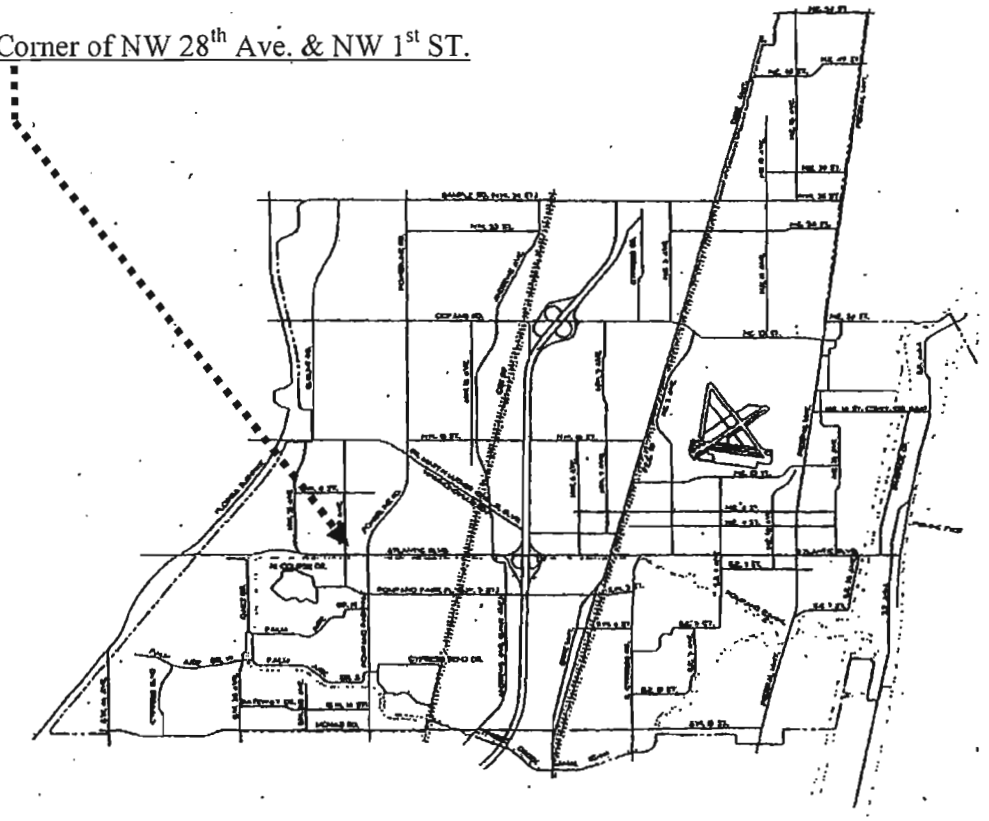
FROM: Maggie Barszewski, AICP, Planner

RE: Plat No. 9 Request
July 22, 2015 meeting P&Z # 14-14000006

Request

The following is a brief summary of information on the subject and surrounding properties, together with City departments, Development Review Committee and/or utility company comments. The plat is restricted to 6 single family units on a site area of approximately 31,799 square feet or 0.73 of an acre. The applicant is currently in the process of rezoning the property to RS-4.

NE Corner of NW 28th Ave. & NW 1st ST.



LEGEND

FOR LAND USE PLAN

	Symbol	Classification Units/ Acre
		Gross Residential Density
		Residential
	E	Estate
	L	Low
	LM	Low- Medium
	M	Medium
	MH	Medium-High
	H	High
*	C	Commercial
	CR	Commercial Recreation
	I	Industrial
	T	Transportation
	U	Utilities
	CF	Community Facilities
	OR	Recreation & Open Space
	W	Water
	RAC	Regional Activity Center
		Boundaries
		City of Pompano Beach
	13	Number

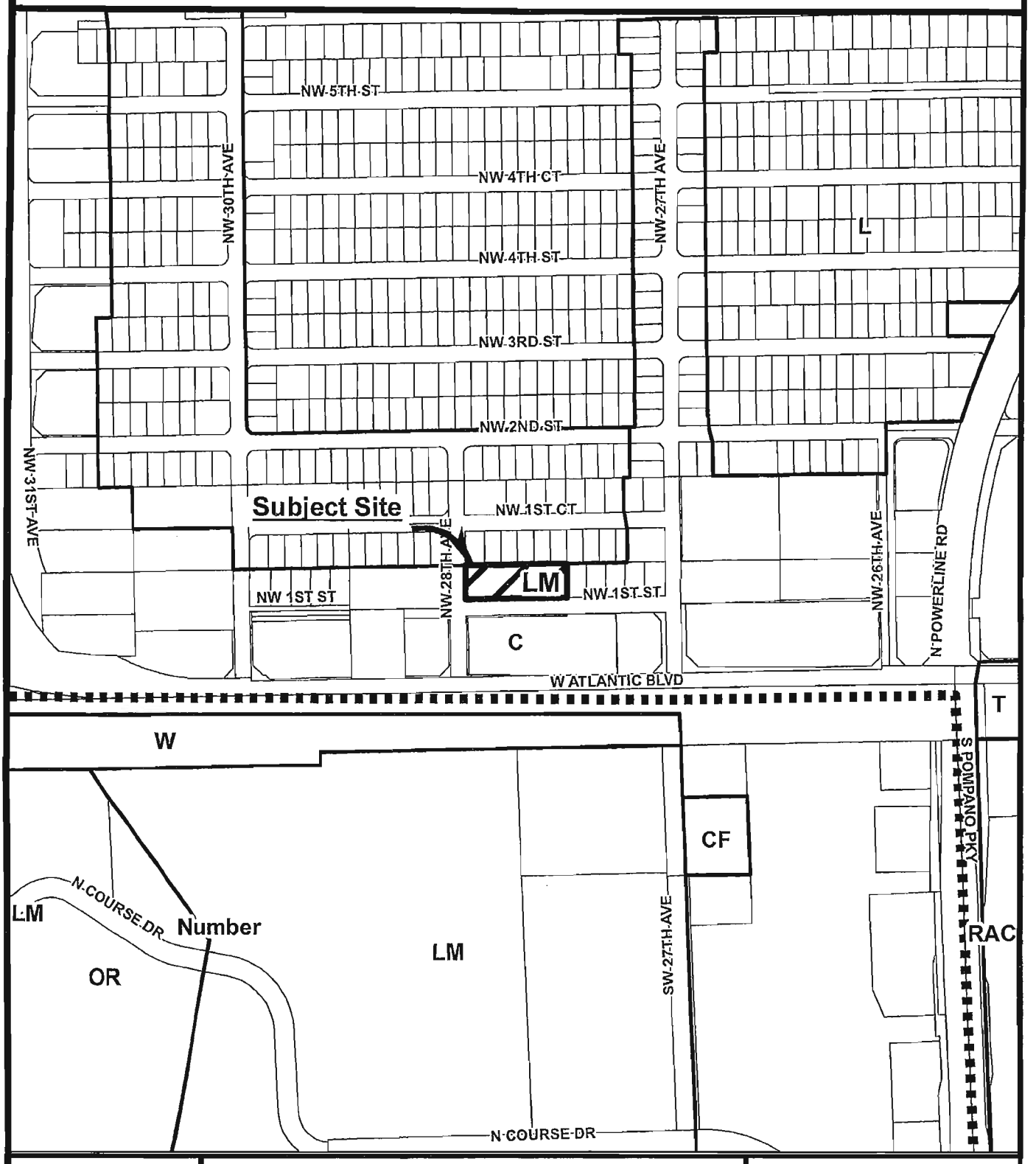
Reflects the maximum total number of units permitted within the dashed line of Palm Aire & Cypress Bend being 9,724 and 1,998

FOR ZONING MAP

	Symbol	District
	RS-1	One-Family Residence
	RS-2	One-Family Residence
	RS-3	One-Family Residence
>	RS-4	One-Family Residence
	RD-1	Two- Family Residence
	RM-12	Multi-Family Residence
	RM-20	Multi-Family Residence
	RM-30	Multi-Family Residence
	RM-45	Multi-Family Residence
	RM-45/HR	Overlay
	RPUD	Residential Planned Unit Dev.
	AOD	Atlantic Boulevard Overlay District
	MH-12	Mobile Home Park
	B-1	Limited Business
	B-2	Neighborhood Business
*	B-3	General Business
	B-4	Heavy Business
	RO	Residence Office
	M-1	Marina Business
	M-2	Marina Industrial
	I-1	General Industrial
	I-1X	Special Industrial
	O-IP	Office Industrial Park
	BP	Business Parking
	BSC	Planned Shopping Center
	PCI	Planned Commercial / Industrial Overlay
	PR	Parks & Recreation
	CR	Commerical Recreation
	CF	Community Facilities
	T	Transportation
	PU	Public Utility

*	**Existing**
>	**Proposed**

CITY OF POMPANO BEACH
OFFICIAL LAND USE MAP



1 in = 417 ft

7/9/2015 macker

3

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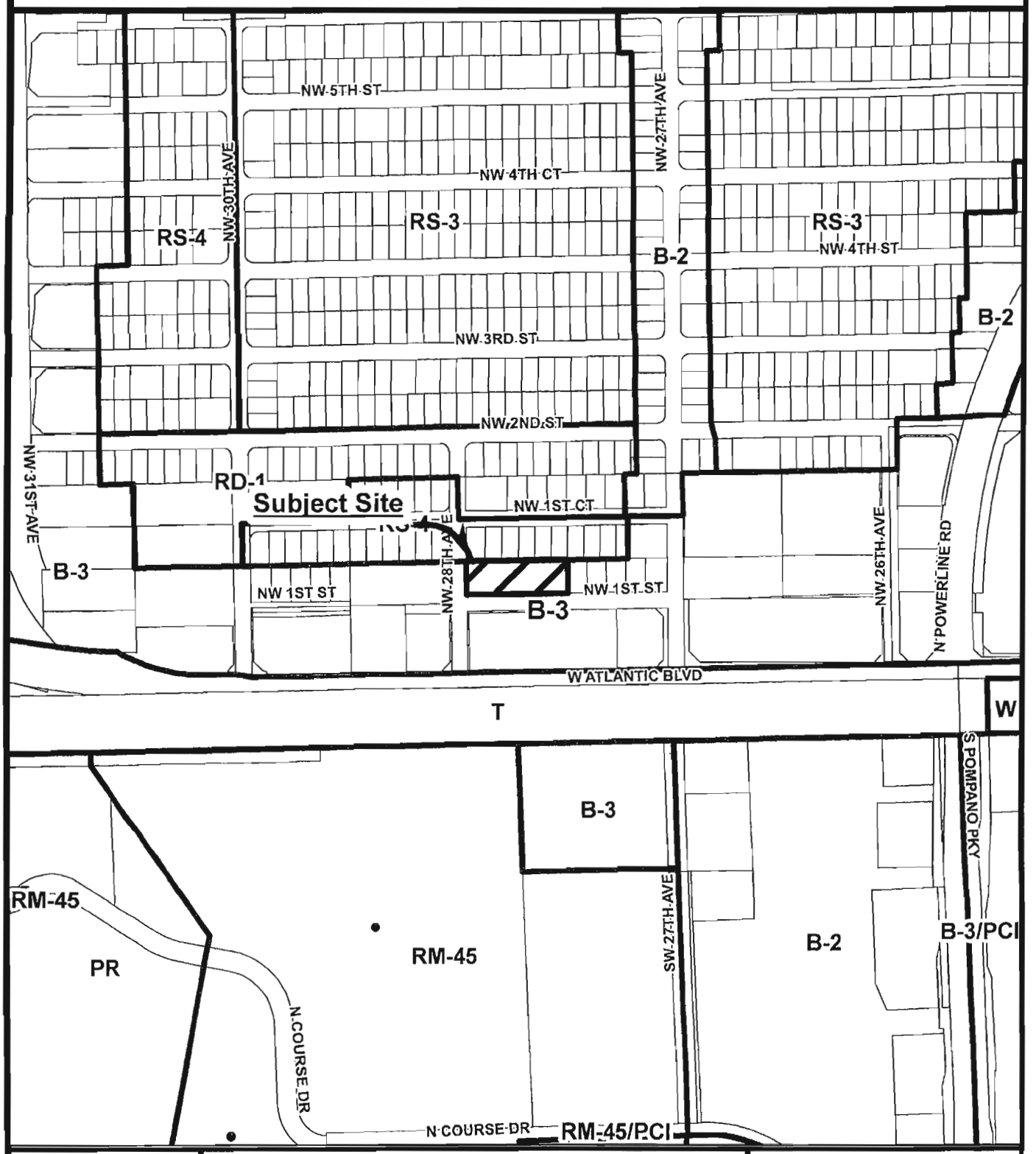
PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH
OFFICIAL ZONING MAP



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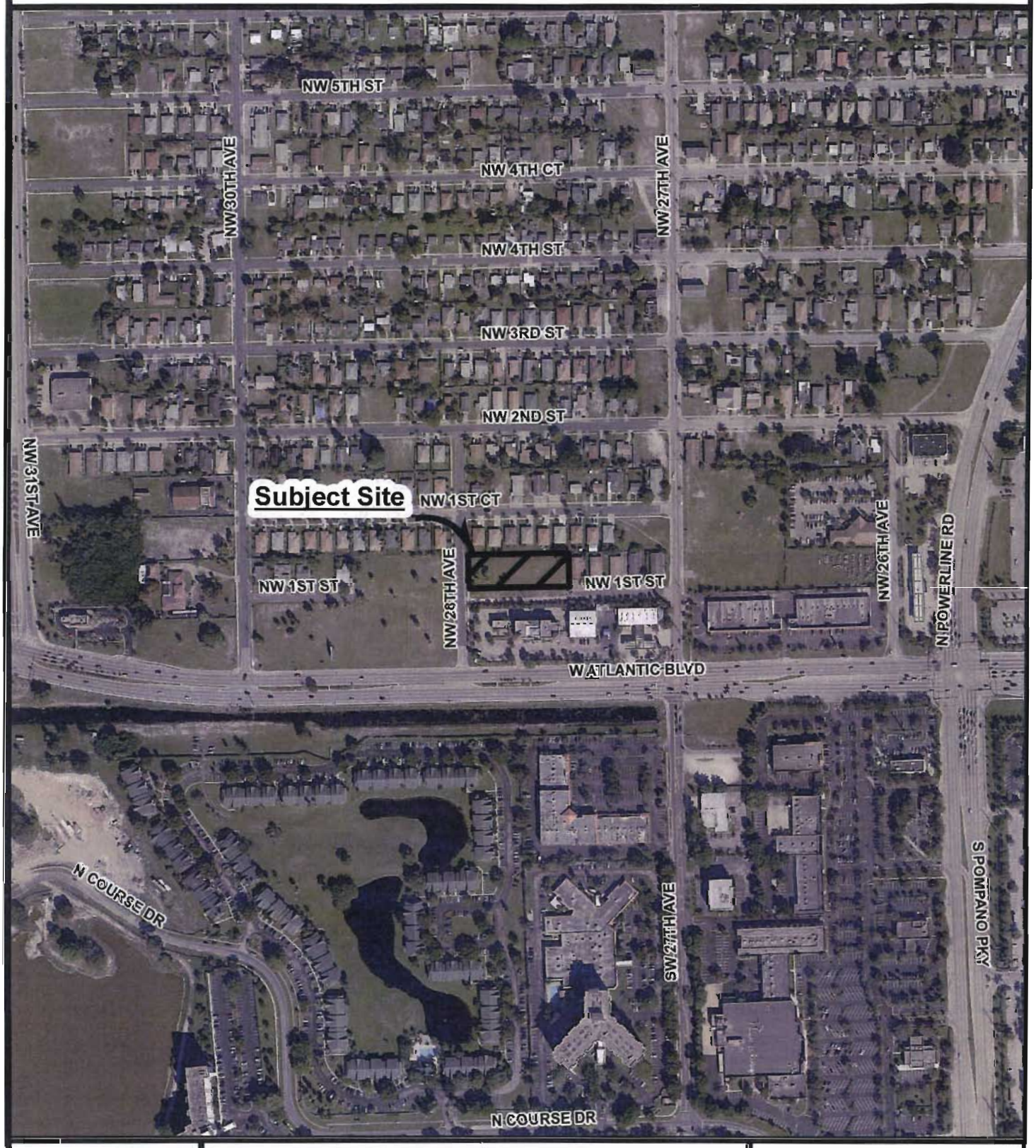
CITY OF POMPANO BEACH
AERIAL MAP

N



1 in = 417 ft

7/9/2015 macker

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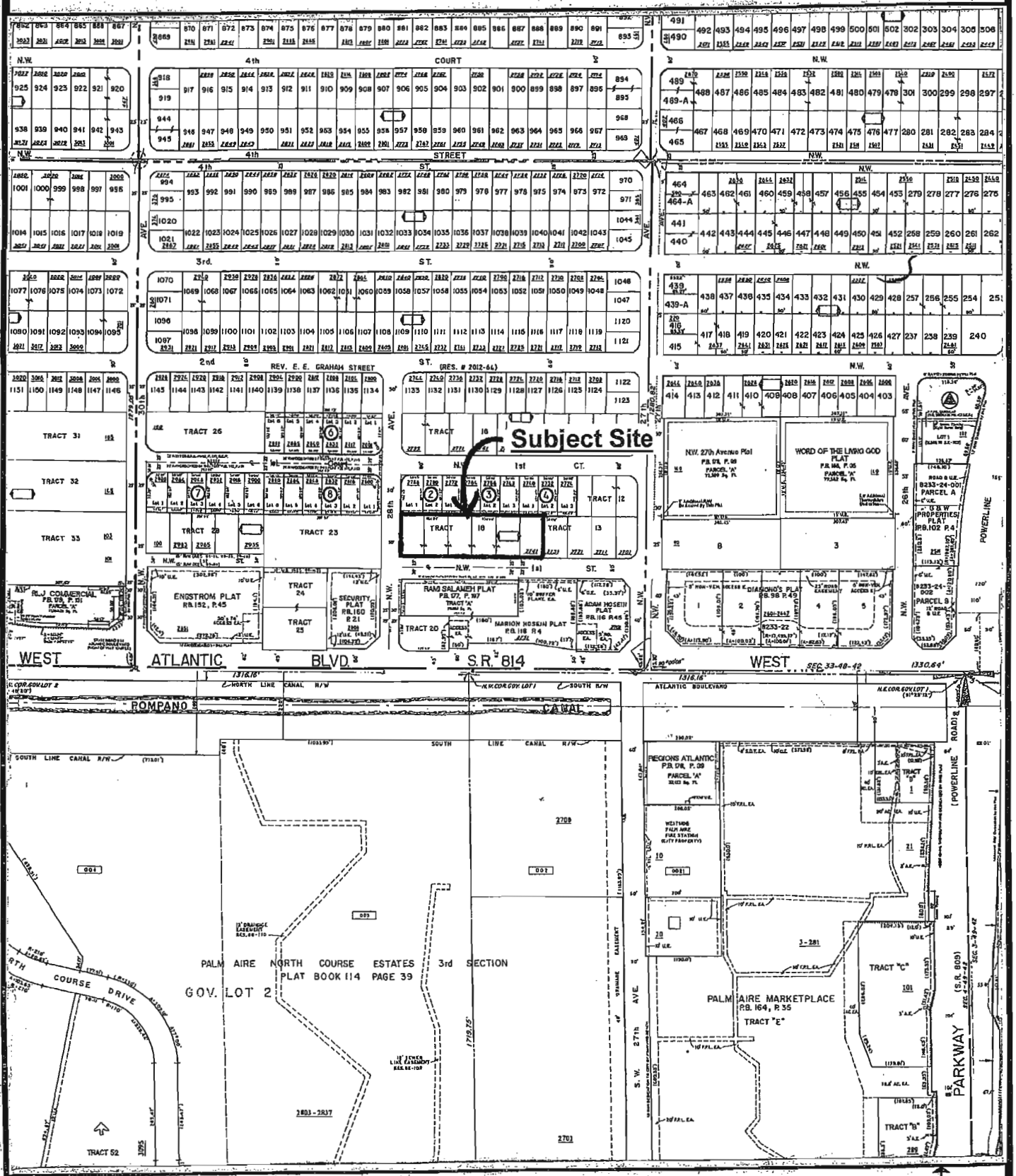
PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

EXCERPT FROM THE CITY OF POMPANO BEACH
PLAT MAP



SCALE: NTS

NORTH

Review and Summary

Pursuant to Section 157.31(A) [Major Review: Development Review Committee Report and Notice to Applicant], the Zoning Director has compiled department reports which are summarized below.

This plat was reviewed at a **DRC** meeting held on **3/6/13** and found to be in compliance with Land Development regulations.

Planning Division

The applicant proposes to demolish the existing commercial building and construct 18 townhomes on the site. Gross acreage for the property is 1.3 and net acreage for the property is 1.1; therefore 32 units are allowed to be constructed on the site. A school concurrency letter has been provided from BCSB. Cover pages has multiple dates that need to be updated (2000_) & 'interim' needs to be removed from City Engineers title. Proposed FPL easements need to be clarified. No NVAL appears on the plat.

Approved for Concurrency, subject to cover page amendments, easement clarifications and NVAL. Approval is valid for 45 days from the March 6, 2013 meeting date.

Engineering Department

12-01-14:

No comments.

CRA

CRA has no objections with the requested plat application.

Utilities

No comments.... No water or wastewater plans were provided.

Building Department

The Building Division has no objections to the requested Plat Application

* Additional comments may follow throughout the remainder of the permitting process.
Buildings shall comply with the 2010 Florida Building Code, HVHZ requirements, and appropriate floodplain ordinances.

1.Be adviced of the Erosion Control permit application will be needed at time of Site Development/Building Permits application as per City code of Ordinances §53.14
2.Verify the required Floodplain provisions per the City Code of Ordinances §152.29(C)(2)(b). Which states 18" (ACR); 11.34+1.5= 12.84 FFE minimum.
3.Provide Survey, in NAVD format.

Fire Department

This P&Z application is able to meet all of the Fire Department requirements at this time for Site Plan Review. However, the petitioner shall maintain all proper fire department access and water supply requirements as per chapter 18 of NFPA 1 as amended from time to time.

*Additional comments may follow throughout the remainder of the permitting process. The buildings shall be in compliance with All NFPA Standards prior to receiving Fire Department approval.

Planning Department

LUPA or flexibility units; as well as, a rezoning are required for this development to be approved. The rezoning will speak directly to the size of the lots and this must be confirmed before proceeding to P&Z Board. The plat note restricts this development to 6 single family units. Application letter states "5 units." Please clarify. Place a note on the face of the plat that reads, "This note is required by the City of Pompano Beach, "All facilities for the distribution of electricity, telephone, and cable shall be installed underground." The City Engineers name is misspelled, "DELFICO" is the correct spelling. On page 1, Dedication and Acknowledgement may not obtain signatures in 2014, date may need to be changed. "2018" dates on page 2, these are typically dated for 5 years after the plat is approved; therefore, they should read "2020." Applicant must provide all service provider (utility) letters. Add square footage and acreage figures to the plat, page 2, directly on the drawing.

Review and Summary cont.

Teco Peoples Gas:

We have no objection or easement requirements for the above-described plat.

AT&T:

The Plat is approved as shown and no easements are requested at this time.

Comcast:

The Plat is approved as shown and no easements are requested at this time.

FPL:

The Plat is approved as shown and no easements are requested at this time.

Department of Development Services Recommendation

This plat was reviewed at a DRC meeting held on 12/3/14 and found to be in compliance with Land Development regulations. All Comments from that meeting have been addressed.

Development Services staff recommends approval of this plat.

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

100 W. Atlantic Blvd Pompano Beach, FL 33060
Phone: 954.786.4634 **Fax:** 954.786.4666

Plat Application

2781 NW 1st St., Pompano Beach, FL		B-3
STREET ADDRESS		**Zoning District**
Portion of SE 1/4 of SW 1/4 of Section 33-48-42		
SUBDIVISION	**BLOCK #**	**LOT #**

Applicant's interest in property (Owner, Lessee, Etc)	owner
Has any previous application(s) been filed?	Yes _____ No X
If Yes, give date of hearing and finding	

Applicant	**Landowner (Owner of Record)**
Donna C. West; HSQ Group, Inc.	Perry Ecton; Habitat For Humanity of Broward, Inc.
Print Name and Title	**Print Name and Title**
Donna C. West	
Signature	**Signature**
4/11/14	4-2-2014
Date	**Date**
1489 W. Palmetto Park Rd., Suite 340	3564 N. Ocean Blvd.
Street Address	**Street Address**
Boca Raton, FL 33486	Ft. Lauderdale, FL 33308
Mailing Address City/ State/ Zip	**Mailing Address City/ State/ Zip**
561.392.0221	954.396.3030
Phone Number	**Phone Number**
donna@hsqgroup.net	perry@habitatbroward.org
Email	**Email**
Indicate your preferred medium to receive agendas and notifications: ___ Mail X E-Mail	Indicate your preferred medium to receive agendas and notifications: ___ Mail X E-Mail

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

100 W. Atlantic Blvd Pompano Beach, FL 33060
Phone: 954.786.4634 **Fax:** 954.786.4666

Plat Application

155.2303. APPLICATION SUBMITTAL AND ACCEPTANCE

A. AUTHORITY TO SUBMIT APPLICATIONS

1. Unless expressly stated otherwise in this Code, applications for a development permit reviewed under this Code shall be submitted by:

a. The owner, contract purchaser, or any other person having a recognized property interest in the land on which development is proposed; or

b. A person authorized to submit the application on behalf of the owner, contract purchaser, or other person having a recognized property interest in the land, as evidenced by a letter or document signed by such owner, contract purchaser, or other person.

2. If there are multiple owners, contract purchasers, or other persons authorized to submit the application, all such persons shall sign the application or a letter or document consenting to the application.

OWNERS CERTIFICATE

This is to certify that I am the owner of the subject lands described in this **PLAT APPLICATION** and that I have authorized the filing of the aforesaid application.

Owner's Name: (Print or Type) Perry Ecton, Executive Director; Habitat For Humanity of Broward, Inc.

Address: 3564 N. Ocean Blvd.

Ft. Lauderdale, FL 33308

(Zip Code)

Phone: 954.396.3030

Email address: perry@habitatbroward.org

(Signature of Owner or Authorized Official)

SWORN AND SUBSCRIBED before me this 2 day of April, 2014

Mireya Furelos

NOTARY PUBLIC, STATE OF FLORIDA

Mireya Furelos

(Name of Notary Public: Print, stamp, or Type as Commissioned.)

MIREYA FURELOS
Notary Public - State of Florida
My Comm. Expires Apr 8, 2016
Commission # EE 187302

[✓] Personally know to me, or
[ ] Produced identification: _____
(Type of Identification Produced)

#24

PREPARED BY:
HSQ GROUP, INC.
Engineers · Planners · Surveyors
1489 West Palmetto Park Road, Suite 340
Boca Raton, Florida 33486 · 561.392.0221
CA26258 · LB7924

OCTOBER 2014

PLAT BOOK _____ PAGE _____

HABITAT FOR HUMANITY OF BROWARD COUNTY PLAT NO. 9

A PORTION OF THE SOUTH 1/3 OF THE NORTH 3/5 OF THE SE 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION

THE WEST 1/2 OF THE SOUTH 1/3 OF THE NORTH 3/5 OF THE SE 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE WEST 25 FEET THEREOF AND LESS THE SOUTH 25 FEET THEREOF, ALL OF SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 0.728 ACRES (31,710 SQUARE FEET), MORE OR LESS.

DEDICATION

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

KNOW ALL MEN BY THESE PRESENTS: THAT HABITAT FOR HUMANITY OF BROWARD INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, OWNER OF THE LANDS DESCRIBED AND SHOWN AS INCLUDED IN THIS PLAT, HAS CAUSED SAID LANDS TO BE PLATTED AS SHOWN HEREON, SAID PLAT TO BE KNOWN AS "HABITAT FOR HUMANITY OF BROWARD PLAT NO. 9".

IN WITNESS WHEREOF: HABITAT OF HUMANITY OF BROWARD, INC., A FLORIDA NOT-FOR--PROFIT CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY PERRY ECTON, ITS EXECUTIVE DIRECTOR, THIS _____ DAY OF _____, 2015.

WITNESS: _____ BY: _____
NAME:
DIRECTOR

PRINT NAME: _____

WITNESS: _____

PRINT NAME: _____

ACKNOWLEDGEMENT

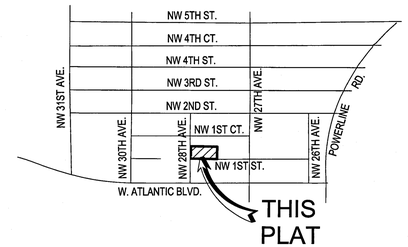
STATE OF FLORIDA)
COUNTY OF BROWARD) SS

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERRY ECTON AS EXECUTIVE DIRECTOR OF HABITAT FOR HUMANITY OF BROWARD INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, [ ] WHO IS PERSONALLY KNOWN TO ME OR [ ] WHO PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FORGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER FREE ACT AND DEED ON BEHALF OF THE CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THE _____ DAY OF _____ , 2015.

MY COMMISSION EXPIRES _____ NAME: _____
(PRINT NAME):
NOTARY PUBLIC - STATE OF FLORIDA

COMMISSION NO. _____



LOCATION MAP
NOT TO SCALE

POMPANO BEACH CITY COMMISSION:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, BY RESOLUTION NO. _____ ADOPTED BY THE SAID CITY COMMISSION THIS _____ DAY OF _____, 20___.

NO BUILDING PERMITS SHALL BE ISSUED FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT UNTIL SUCH TIME AS THE DEVELOPER PROVIDES THIS MUNICIPALITY WITH THE WRITTEN CONFORMATION FROM BROWARD COUNTY THAT ALL APPLICABLE IMPACT FEES HAVE BEEN PAID OR ARE NOT DUE.

BY: _____ ATTEST: _____
LAMAR FISHER ASCELETA HAMMOND
MAYOR CITY CLERK

THIS _____ DAY OF _____, 20___.

CITY OF POMPANO BEACH PLANNING AND ZONING BOARD:

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING BOARD OF THE CITY OF POMPANO BEACH, FLORIDA HAS APPROVED AND ACCEPTED THIS PLAT THIS _____ DAY OF _____, 20___.

BY: _____ _____
JIM BEESON DATE
CHAIRPERSON

CITY OF POMPANO BEACH CITY ENGINEER:

THIS PLAT IS HEREBY ACCEPTED AND APPROVED FOR RECORD THIS _____ DAY OF _____, 20___.

BY: _____ _____
ALESSANDRA DELFICO, P.E. DATE
CITY ENGINEER

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED AND PLATTED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA SHOWN CONFORMS TO THE APPLICABLE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THE PORTIONS OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AS REQUIRED TO COMPLY WITH THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE PERMANENT REFERENCE MONUMENTS (PRM'S) WERE SET IN ACCORDANCE WITH SECTION 177.091 OF SAID CHAPTER 177, ON THIS _____ DAY OF _____, 20___. THE BENCH MARKS SHOWN ARE REFERENCED TO NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929 IN CONFORMITY WITH STANDARDS ADOPTED BY THE NATIONAL OCEAN SURVEY FOR THIRD ORDER VERTICAL CONTROL STANDARDS.

_____
DONNA C. WEST DATE
PROFESSIONAL SURVEYOR AND MAPPER NO. LS4290
STATE OF FLORIDA
HSQ GROUP, INC.
1489 W. PALMETTO PARK RD., SUITE 340
BOCA RATON, FL 33486
CERTIFICATE OF AUTHORIZATION NO. LB7924

BROWARD COUNTY PLANNING COUNCIL

THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH REGARD TO THE DEDICATION OF RIGHTS OF WAY FOR TRAFFICWAYS THIS _____ DAY OF _____, 20___.

BY: _____
CHAIRPERSON

THIS PLAT COMPLIES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL OF THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, 20___.

BY: _____
EXECUTIVE DIRECTOR OR DESIGNEE

BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

THIS PLAT IS HEREBY APPROVED AND ACCEPTED FOR RECORD.

BY: _____
RICHARD TORNESE DATE
DIRECTOR
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION NO. 40263

THIS PLAT HAS BEEN REVIEWED AND FOUND TO CONFORM WITH CHAPTER 177, PART 1 FLORIDA STATUTES.

BY: _____
ROBERT P. LEGG, JR DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS4030

BROWARD COUNTY FINANCE AND ADMINISTRATION SERVICES DEPARTMENT, COUNTY RECORDS DIVISION-*MINUTES SECTION*

THIS IS TO CERTIFY THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS _____ DAY OF _____, 20___.

ATTEST: _____ BY: _____
BERTHA HENRY DEPUTY
COUNTY ADMINISTRATOR

BY: _____
MAYOR - COUNTY COMMISSION

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT - COUNTY RECORDS DIVISION - RECORDING SECTION

THIS PLAT WAS FILED FOR RECORD THIS _____ DAY OF _____, 20___ AND RECORDED IN

PLAT BOOK _____, PAGE _____, RECORD VERIFIED.

ATTEST: BERTHA HENRY BY: _____
COUNTY ADMINISTRATOR DEPUTY

BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT

THIS PLAT IS HEREBY APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, 20___.

BY: _____
DIRECTOR/DESIGNEE DATE

COUNTY COMMISSION	COUNTY ENGINEER	COUNTY SURVEYOR	CITY COMMISSION	CITY ENGINEER	SURVEYOR

Z:\Survey Projects\2014\1401-02S NW 1St Development Habitat\dwg\140102plat.dwg

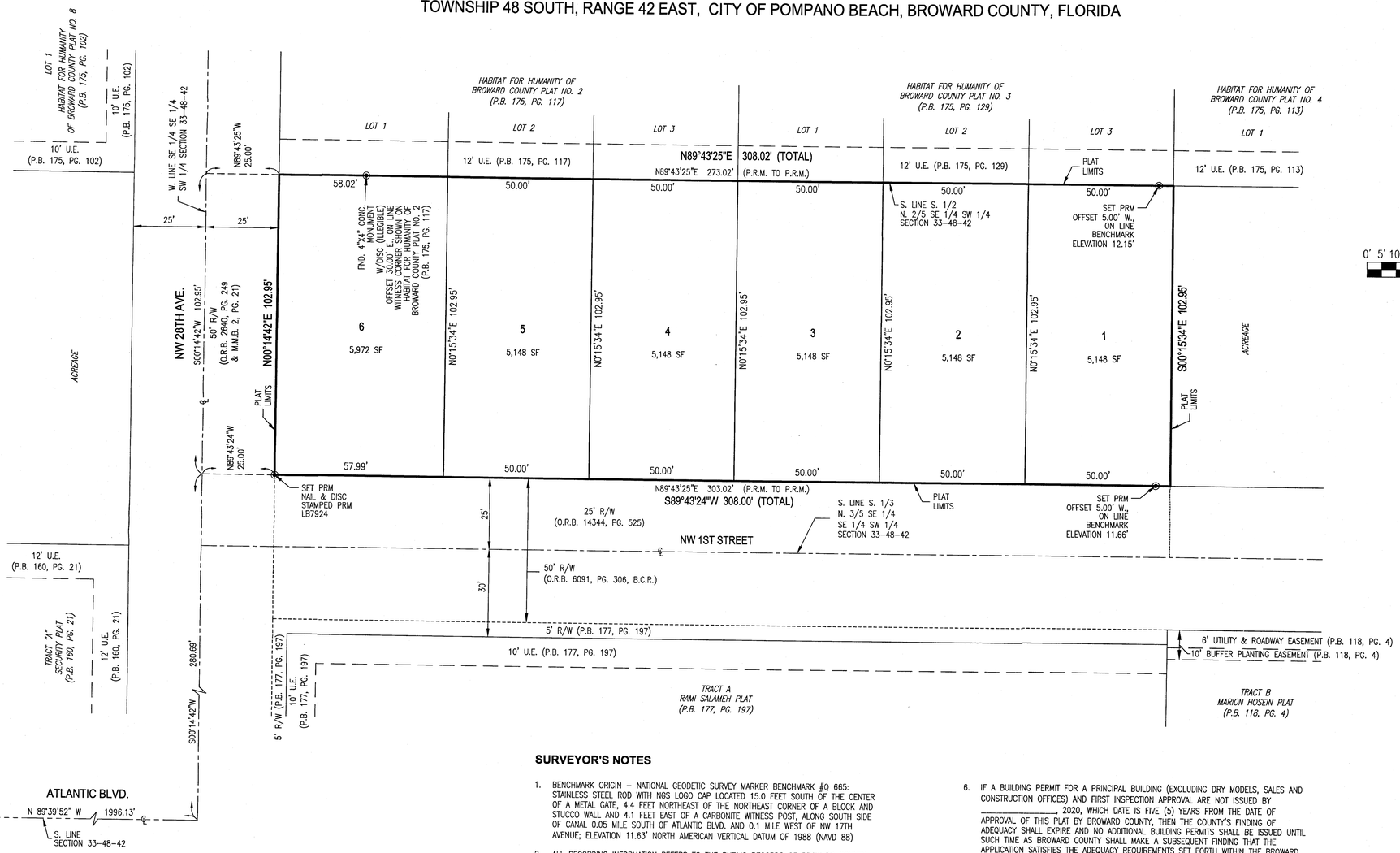
042-MP-14

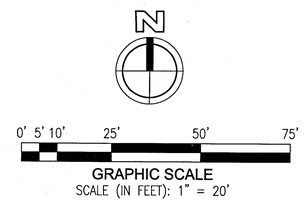
PLAT BOOK _____ PAGE _____

SHEET 2 OF 2

HABITAT FOR HUMANITY OF BROWARD COUNTY PLAT NO. 9

A PORTION OF THE SOUTH 1/3 OF THE NORTH 3/5 OF THE SE 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA





SURVEYOR'S NOTES

1. BENCHMARK ORIGIN – NATIONAL GEODETIC SURVEY MARKER BENCHMARK #Q 665: STAINLESS STEEL ROD WITH NGS LOGO CAP LOCATED 15.0 FEET SOUTH OF THE CENTER OF A METAL GATE, 4.4 FEET NORTHEAST OF THE NORTHEAST CORNER OF A BLOCK AND STUCCO WALL AND 4.1 FEET EAST OF A CARBONITE WITNESS POST, ALONG SOUTH SIDE OF CANAL 0.05 MILE SOUTH OF ATLANTIC BLVD. AND 0.1 MILE WEST OF NW 17TH AVENUE; ELEVATION 11.63' NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)
2. ALL RECORDING INFORMATION REFERS TO THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, UNLESS OTHERWISE INDICATED.
3. THIS PLAT IS RESTRICTED TO 6 SINGLE FAMILY DETACHED UNITS. THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN OWNER OF OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.
4. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCE BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5. THIS NOTE IS REQUIRED BY THE CITY OF POMPANO BEACH: ALL FACILITIES FOR THE DISTRIBUTION OF ELECTRICITY, TELEPHONE, AND CABLE SHALL BE INSTALLED UNDERGROUND.
6. IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY _____, 2020, WHICH DATE IS FIVE (5) YEARS FROM THE DATE OF APPROVAL OF THIS PLAT BY BROWARD COUNTY, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THIS REQUIREMENT MAY BE SATISFIED FOR A RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME; AND/OR
7. IF CONSTRUCTION OF PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY _____, 2020, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME.
8. THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT TO CHAPTER 177.091, SUBSECTION (28), FLORIDA STATUTES: PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS NOTE DOES NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

LEGEND

℄ CENTERLINE

◉ PRM – 4"X4" X 24" LENGTH CONCRETE MONUMENT W/ ALUMINUM CAP STAMPED LB7924 (UNLESS OTHERWISE NOTED)

ABBREVIATIONS

CONC.	=	CONCRETE
FND.	=	FOUND
LB	=	LICENSED BUSINESS
MON.	=	MONUMENT
O.R.B	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
PG.	=	PAGE(S)
PRM	=	PERMANENT REFERENCE MONUMENT
R/W	=	RIGHT-OF-WAY
SF	=	SQUARE FEET

PREPARED BY:

HSQ GROUP, INC.

Engineers · Planners · Surveyors

1489 West Palmetto Park Road, Suite 340
Boca Raton, Florida 33486 · 561.392.0221
CA26258 · LB7924

OCTOBER 2014

042-MP-14

Z:\Survey Projects\2014\1401-02S NW 1St Development Habitat\dwg\140102plat.dwg

Meeting Date: September 8, 2015 Agenda Item 25

REQUESTED COMMISSION ACTION:

Consent	X Ordinance	Resolution	Consideration/ Discussion	Presentation
___	___	___	___	___

SHORT TITLE **AN ORDINANCE AMENDING CHAPTER 36, "TAXATION AND FINANCE," OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH BY AMENDING SECTION 36.033, "SPECIAL PURPOSE ACCOUNTS," TO DELETE THE BUILDING CERTIFICATION/EDUCATION MAINTENANCE ACCOUNT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

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 RBF 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	
Finance Dept.	6/30/15	approval	
City Attorney	06/16/2015	Approval	Memo #2015-1069
Budget	7-6-15	Approval	
X City Manager			

Ordinance		Resolution		Consideration	
Workshop					
1st Reading	7/28/15	1st Reading		Results:	Results:
Approved					
2nd Reading	9/8/15				

G:\Zoning 2009\Code Rewrite\Code Amendments\152.12 bdlg permit fees\July 14 2015 CC\CC Agenda sheet_36.doc

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

ORDINANCE NO. 2015-_____

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.

. . .

~~(I) 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

Meeting Date: September 8, 2015 Agenda Item 26

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.

Per Motion at 1st Reading, §155.2205.J (AAC Supplemental Criteria) has been revised to add in requirement for City Commission approval

(1) Origin of request for this action: Development Services Dept

(2) Primary staff contact: Robin M. Bird/ Karen Friedman RBF 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
City Attorney	07/09/2015	Approval	Memo #2015-1259

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)
	Memo #15-041 (Hearing: 05/27/2015)		

X City Manager Dennis W. Beach

Ordinance		Resolution		Consideration	
Workshop					
1st Reading	7/28/15	1st Reading		Results:	Results:
Approved as amended					
2nd Reading	9/8/15				

pompano beach
Florida's Warmest Welcome

MEMORANDUM

Development Services

2015 AUG 11 AM 10: 23

MEMORANDUM NO. 15-402

DATE: August 7, 2015

TO: Dennis W. Beach, City Manager

VIA: Robin M. Bird, Development Services Director RB

FROM: Karen Friedman, AICP, Principal Planner KBF

SUBJECT: Text Amendments Chapter 155 – Zoning.
Revision and Considerations for 2nd Reading
City Commission Hearing September 8, 2015

At the first reading for the proposed Ordinance, the City Commission approved a Motion to revise §155.2205.J to add in a requirement that the AAC's Supplemental Criteria is subject to approval by the City Commission. The Ordinance has been amended to reflect this Motion.

Also at the first reading for the proposed Ordinance, the City Commission directed Staff to review three issues of concern and to report back at the second reading. Below Staff has listed the specific concerns and Staff's findings.

1) §155.3602.G – Striking of PD Agreement - Would the proposed striking of the PD Agreement result in a loss of the PD Agreement's requirements?

The proposed text amendment strikes the PD Agreement's seven components currently listed in §155.3602.G. Four of the components have been converted into requirements of the PD Plan. Staff determined that the other three components do not need to be restated. Below are the seven components and their disposition:

Existing PD Agreement Standard	Disposition / Comment
1. Conditions related to approval of the application for the PD zoning district classification;	Not restated. The PD approval language clarifies that conditions are included in the PD Plan - § 155.2405.H
2. The PD Plan, including any density/intensity standards, dimensional standards, and development standards established in the PD Plan;	Not restated. This standard is 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;	Not restated. The PD approval language clarifies that conditions are included in the PD Plan - § 155.2405.H
4. Provisions addressing how transportation, potable water, wastewater, stormwater management, and other public facilities will be provided to accommodate the proposed development;	To be included in new §155.3602.A.2.c
5. Provisions related to environmental protection and monitoring;	To be included in new §155.3602.A.2.d
6. Identification of community benefits and amenities that will be provided to compensate for the added development flexibility afforded by the PD district; and	To be included in new §155.3602.A.2.e
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.	To be included in new §155.3602.A.2.h

2) §155.3602.G – Striking of PD Agreement - Can the PD Plan include plans demonstrating shading and view corridors?

While the Zoning Code does not have standards regulating view corridors or shading, the City may still require the applicant to demonstrate the various impacts of their proposed development. The authority for the city to requests various impacts to be demonstrated is currently included in PD Agreement component #7 (shown in the above table). This requirement, as mentioned above, is proposed to be relocated to the requirements of the PD Plan. This component refers to "*applicable standards and regulations*". Applicable standards include Comprehensive Plan policies and Staff believes that the following two Comprehensive Plan policies support the City's request for impacts to view corridors and shading to be demonstrated:

- Future Land Use Element Policy 01.06.01 requires policy makers to "*consider the impact that rezonings have on natural resources*". The impacts that can be considered include access to natural resources and view of the natural resources.
- Comprehensive Plan (Future Land Use Element) Policy 01.16.02 states "*the city will encourage and implement the use of compact building design principles which preserve more open space, contain mixed use, support multi-modal transportation options, make public transportation viable, reduce infrastructure costs and take advantage of recycled building materials*". The PD Plan's preservation of open space should be designed in such a manner that view corridors are likewise preserved.

3) §155.4214.B.3.e.i. Animal Shelter or Kennel, setback of outdoor runs from property lines abutting residential properties - What is the potential impact of increasing the proposed setback from 10 ft to 25 ft (for outdoor areas surrounded by a solid wall)?

Since Animal Shelters or Kennels are only permitted in B-4, I-1, I-1X, CF, and PCD Districts they will often not be in close proximity to residential properties. Nevertheless, Staff originally recommended the setback for outdoor play areas from residential property lines be reduced from 100 feet to 25 feet, provided the outdoor play area was completely surrounded by a solid wall. However, in order to as consistent as possible, Staff revised the recommendation to be reduced further to 10 feet (as this is the recommendation for all other property lines).

Staff has reviewed the 25 foot setback with a local business owner and determined that the 25 foot setback would not be detrimental to their operations. The 25 foot setback for outdoor play area remains less onerous than the 30 foot rear setback required for enclosed structures within these same Zoning Districts. Further this setback would provide additional noise buffering for the residential properties. Therefore Staff supports the setback at 25 feet.

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

ORDINANCE NO. 2015-_____

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 <u>or the Development Services Director</u> shall notify the Mayor and City Commission if a member qualifies for removal under this subsection.

. . .

<u>SECTION 2.</u> 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 <u>or the Development Services</u>

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 subject to City Commission approval, 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~~

~~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:

. . .

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:** • 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%.

All Other Property Types	**New Development**	More than 10 new multifamily dwelling units	**New Development**	More than 5,000 sq ft gfa
	Existing Development	Addition of more than 10 new multifamily dwelling units	**Existing Development that is 5,000 sq ft gfa or less:**	An addition that results in development that contains more than 5,000 sq ft gfa
			Existing Development that is more than 5,000 sq ft gfa:	**One of the following, whichever is less:** • An addition that adds more than 25,000 sq ft gfa. • An addition that increases the amount of lot coverage of such existing development by more than 25%. • An addition that increases the gross floor area of the primary building of such existing development by more than 25%.

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				
PROPERTY TYPE	**RESIDENTIAL AND NONRESIDENTIAL USE**			
All property	Landscape projects of at least 10,000 sq ft.			
Property owned by the City	All new free standing buildings and all new attached additions.			
Property abutting a designated arterial or collector road as defined by the Broward County Trafficways Plan	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.			
	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:** • An addition that adds 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%.

All Other Property Types	**New Development**	More than 10 new multifamily dwelling units	**New Development**	More than 5,000 sq ft gfa
	Existing Development	Addition of more than 10 new multifamily dwelling units	**Existing Development that is 5,000 sq ft gfa or less:**	An addition that results in development that contains more than 5,000 sq ft gfa
			Existing Development that is more than 5,000 sq ft gfa:	**One of the following, whichever is less:** • An addition that adds more than 25,000 sq ft gfa. • An addition that increases the amount of lot coverage of such existing development by more than 25%. • An addition that increases the gross floor area of the primary building of such existing development by more than 25%.

. . .

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.

. . .

~~E~~F. 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.

~~F~~G. 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.

~~G~~H. 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

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)~~

. . .

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.~~

~~c~~ 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
. . .		
Valet Parking for Residential Uses	10% of the total parking capacity of the facility up to a maximum of 5 spaces	Designated Drop-Off Area
Valet Parking for Nonresidential Uses	10% of the total parking capacity of the facility up to a maximum of 8 spaces	Designated Drop-Off Area
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	. . .	
		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~~	~~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
7/30/15
L:ord/ch155/2015-390

pompano beach
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MEMORANDUM

Development Services

MEMORANDUM NO. 15-278

DATE: May 28, 2015

TO: Gordon Linn, City Attorney

VIA: Robin M. Bird, Development Services Director

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.

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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

cll
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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

kem
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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

kem
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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

kem
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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

KEM
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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

kem
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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

kem
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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

kem
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STAFF MEMOS TO PLANNING AND ZONING BOARD

pompano beach
Florida's Warmest Welcome

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.

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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)	***	
Valet Parking for Residential Uses	10% of the total parking capacity of the facility up to a maximum of 5 spaces	Designated Drop-Off Area
Valet Parking for Nonresidential Uses	10% of the total parking capacity of the facility up to a maximum of 8 spaces	Designated Drop-Off Area
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.

~~c.~~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.

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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 RB

FROM: Karen Friedman, AICP, Planner KBF

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.

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- §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

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Article 4: Use Standards

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Part 2: Principal Uses and Structures

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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.

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155.4221. COMMERCIAL: RETAIL SALES AND SERVICE USES - PERSONAL SERVICES

***

C. Bank or Financial Institution

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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

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Part 5: Terms and Uses Defined

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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 of 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:

Number of Dwellings	*Minimum Lot Area*	*Minimum Lot Width*
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
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 of 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:

Number of Dwellings	*Minimum Lot Area*	*Minimum Lot Width*
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

(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 of 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:

Number of Dwellings	*Minimum Lot Area*	*Minimum Lot Width*
1	7,200	60
2	8,000	70
3	8,800	75
4	9,400	75
5	10,100	80
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

(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.

ORDINANCE NO. 93- 34

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 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 Implementation Section 3.02 of the Future Land Use Element.~~

(C) Special exception uses.

. . .

(7) Office building or financial institution ~~with not 2,000 square feet of floor area 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 with a floor area ratio of 2.000 square feet;

(C) Special exception uses:

. . .

(6) Office building or financial institution with a floor area ratio of 2.000 square feet or less and 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 with a floor area ratio of 2.000 square feet or less and 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 FLOOR 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 of 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

pompano beach
Florida's Warmest Welcome

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 RB

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 Planed 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 than 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

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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 than 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)*.

- 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

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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				
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: • 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%.
All Other Property Types	New Development	More than 10 new multifamily dwelling units	New Development	More than 5,000 sq ft gfa
	Existing Development	Addition of more than 10 new multifamily dwelling units	Existing Development that is 5,000 sq ft gfa or less:	An addition that results in development that contains more than 5,000 sq ft gfa
			Existing Development that is more than 5,000 sq ft gfa:	One of the following, whichever is less: • An addition that adds more than 25,000 sq ft gfa. • An addition that increases the amount of lot coverage of such existing development by more than 25%. • An addition that increases the gross floor area of the primary building of such existing development by more than 25%.

***

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			
All property	Landscape projects of at least 10,000 sq ft.			
Property owned by the City	All new free standing buildings and all new attached additions .			
Property abutting a designated arterial or collector road as defined by the Broward County Trafficways Plan	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.			
	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: • An addition that adds 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%.
All Other Property Types	New Development	More than 10 new multifamily dwelling units	New Development	More than 5,000 sq ft gfa
	Existing Development	Addition of more than 10 new multifamily dwelling units	Existing Development that is 5,000 sq ft gfa or less:	An addition that results in development that contains more than 5,000 sq ft gfa
			Existing Development that is more than 5,000 sq ft gfa:	One of the following, whichever is less: • An addition that adds more than 25,000 sq ft gfa. • An addition that increases the amount of lot coverage of such existing development by more than 25%. • An addition that increases the gross floor area of the primary building of such existing development by more than 25%.

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

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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

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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.

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155.2414 ZONING USE CERTIFICATE

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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.

***

~~E~~F. Expiration

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~~F~~G. Appeal

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~~G~~H. 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.

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Article 3: Zoning Districts

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Part 6: Planned Development Zoning Districts

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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

ORDINANCE NO. 98-57

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.

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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:

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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

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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

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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

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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: 2014 Go

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.

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(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.

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(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

ORDINANCE NO. 2004-39

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:

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§ 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, t he 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:

. . .

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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

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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

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

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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

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Article 4: Use Standards

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Part 2: Principal Uses and Structures

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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.

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155.4221. COMMERCIAL: RETAIL SALES AND SERVICE USES - PERSONAL SERVICES

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C. Bank or Financial Institution

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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.~~

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Article 9: Definitions and Interpretation

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Part 5: Terms and Uses Defined

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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, 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 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

kem
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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 RB

FROM: Karen Friedman, AICP, Planner KBF

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.

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- §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

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Article 4: Use Standards

***

Part 2: Principal Uses and Structures

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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.

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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.

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Article 9: Definitions and Interpretation

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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 of 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:

Number of Dwellings	*Minimum Lot Area*	*Minimum Lot Width*
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
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 of 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:

Number of Dwellings	*Minimum Lot Area*	*Minimum Lot Width*
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

(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 of 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:

Number of Dwellings	*Minimum Lot Area*	*Minimum Lot Width*
1	7,200	60
2	8,000	70
3	8,800	75
4	9,400	75
5	10,100	80
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

(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.

ORDINANCE NO. 93- 34

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 in conformance with 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 in conformance with Implementation Section 3.02 of the Future Land Use Element.~~

(C) Special exception uses.

. . .

(7) Office building or financial institution ~~with not 2,000 square feet of floor area 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 over 2,000 square feet gross floor area and exceeding 2,000 square feet in conformance with Implementation Section 3.02 of the Future Land Use Element; and

. . .

(C) Special exception uses:

. . .

(6) Office building or financial institution with over 2,000 square feet gross floor area 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 over 2,000 square feet gross floor area exceeding 2,000 square feet, and in conformance with Implementation Section 3.02 of

~~THE FUTURE LAND USE ELEMENT~~

(C) Special exception uses:

. . .

(6) Office building or financial institution ~~WITH OVER 7,000 SQUARE FEET OF FLOOR AREA~~ and 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 of 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

pompano beach
Florida's Warmest Welcome

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

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	• 15-foot wide landscape buffer shall be provided between the exercise runs and property lines	• 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)	• 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.

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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.~~

~~c.~~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:

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)

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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 KBF

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"*.

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§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)~~

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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

FROM: Karen Friedman, AICP, Principal Planner KBF

RE: Text Amendments to Zoning Code
§155.4219.I – 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.

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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.

***

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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 uloading
  - 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.*

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TABLE 155.5102.I.1

- Reduce parking space dimensions to 9 ft x 18 ft, city wide.
- Adminstrative 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
***		
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.	***	
***		
School, elementary or middle (See Section 155.4207.B, D)	***	
Porte Cocheres for passenger loading/unloading areas	2 spaces or 1% of the total parking capacity, whichever is greater, up to a maximum of 5 spaces	Entrance of the Porte Corchere closest to the roadway
Valet Parking for Residential Uses	10% of the total parking capacity of the facility up to a maximum of 5 spaces	Designated Drop-Off Area
Valet Parking for Nonresidential Uses	10% of the total parking capacity of the facility up to a maximum of 8 spaces	Designated Drop-Off Area
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~~	~~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 spaces ~~off-street parking stalls~~ 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.

~~c.~~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

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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)	***	
Valet Parking for Residential Uses	10% of the total parking capacity of the facility up to a maximum of 5 spaces	Designated Drop-Off Area
Valet Parking for Nonresidential Uses	10% of the total parking capacity of the facility up to a maximum of 8 spaces	Designated Drop-Off Area
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.

~~c.~~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

cll
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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 (¼) 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

Pompano Beach All-America City 2005

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 1
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

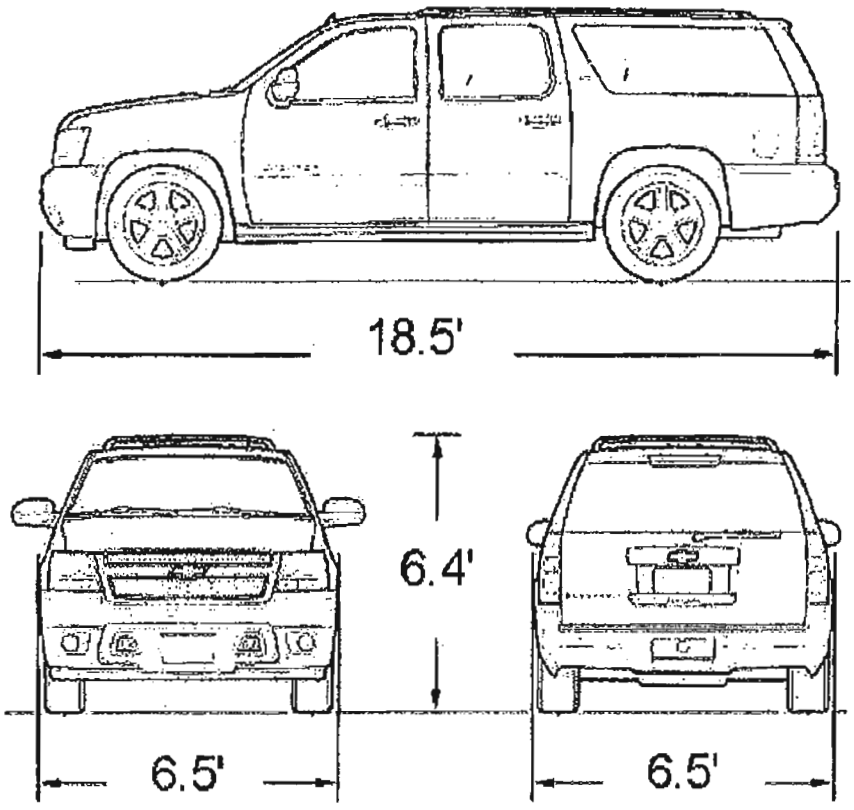
In this economic climate it is important for Pompano Beach to encourage redevelopment and new development. In redeveloping a site, while retaining the size of the building, it is feasible to redesign a parking lot to increase the number of parking spaces by 13-17% simply by reducing the size requirement 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.


18.5'
6.4'
6.5'
6.5'

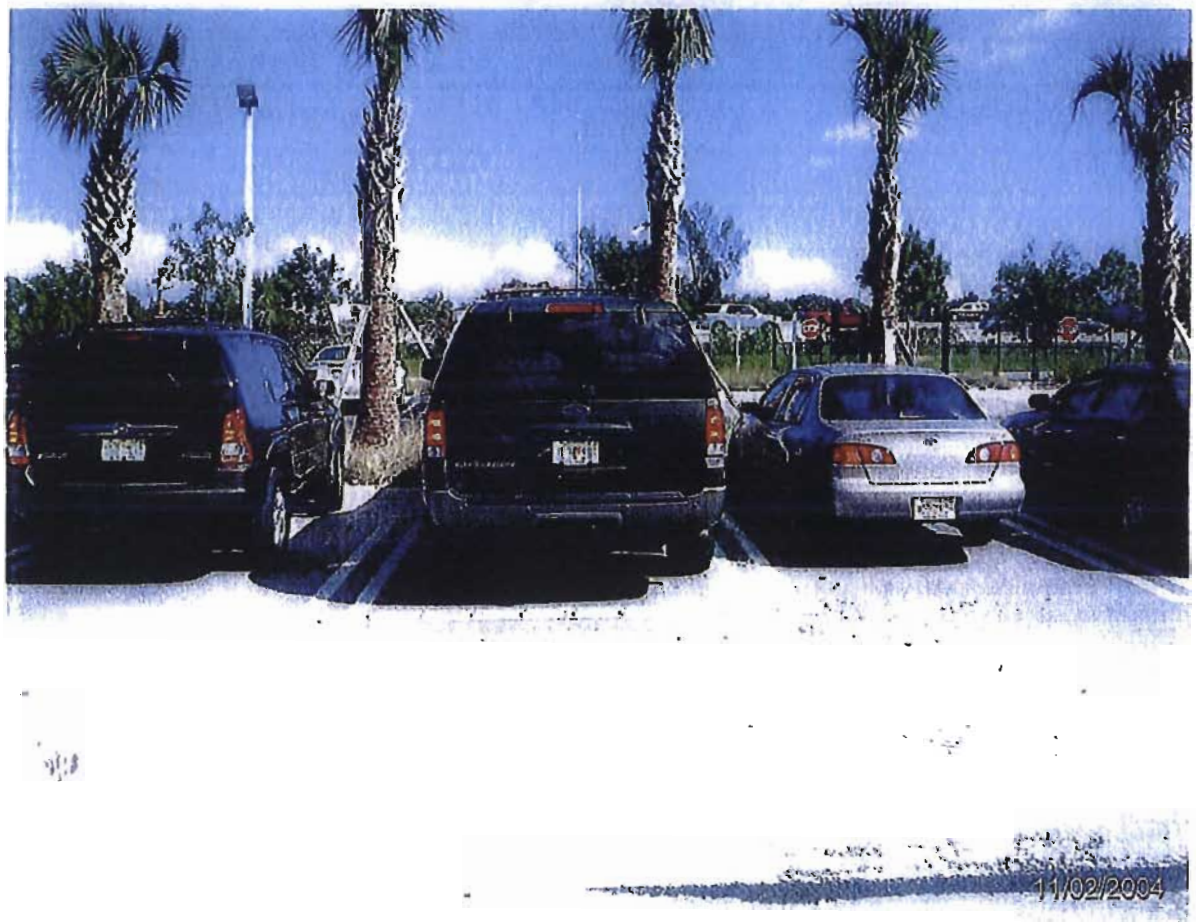
9'x18' ATLANTIC BUS. CENTER

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

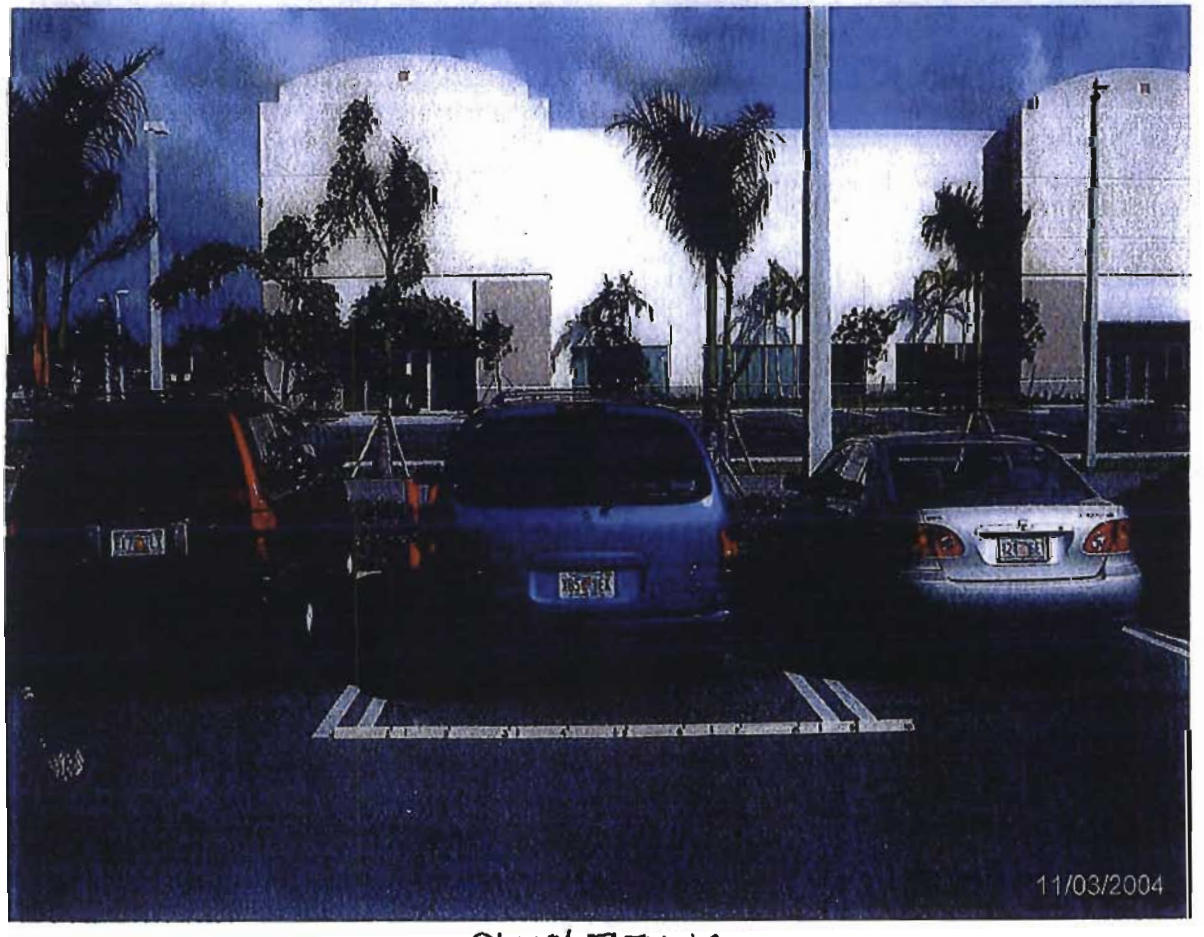


9'x18' PARKING

10'X20' McNAB & U.S. 1

9'X18' PARKING ATLANTIC BUS. CENTER

9'x18' ATLANTIC BUS. CENTER



9'x18' PARKING

9'x18' PARKING GOLD COAST BEVERAGE

9'x18' PARKING

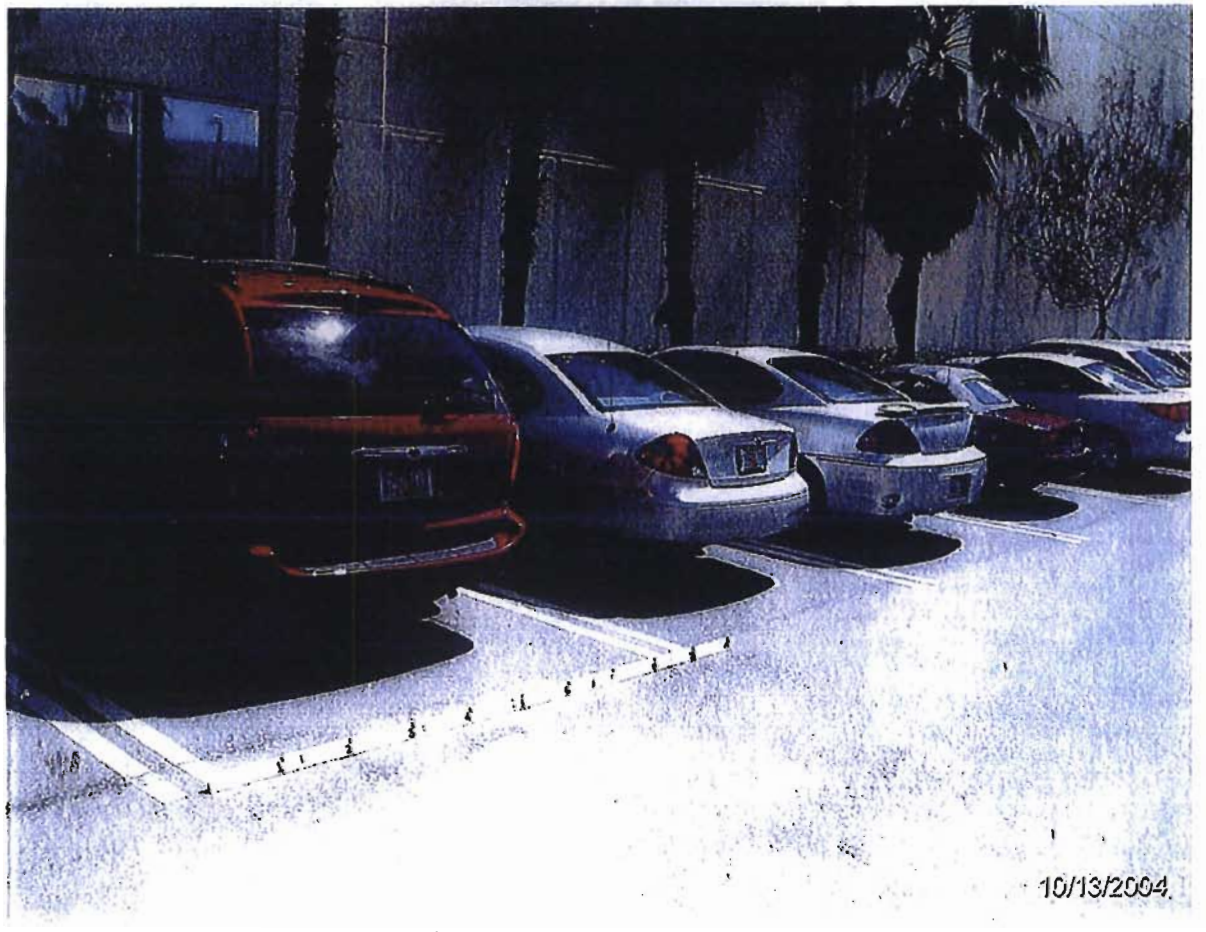
9X18' PARKING "POMPANO BUS. PARK"

9'X18' PARKING ATLANTIC BUS. CENTER

9'x18' PARK CENTRAL BLVD

9'x18' POMPANO BUS. PARK

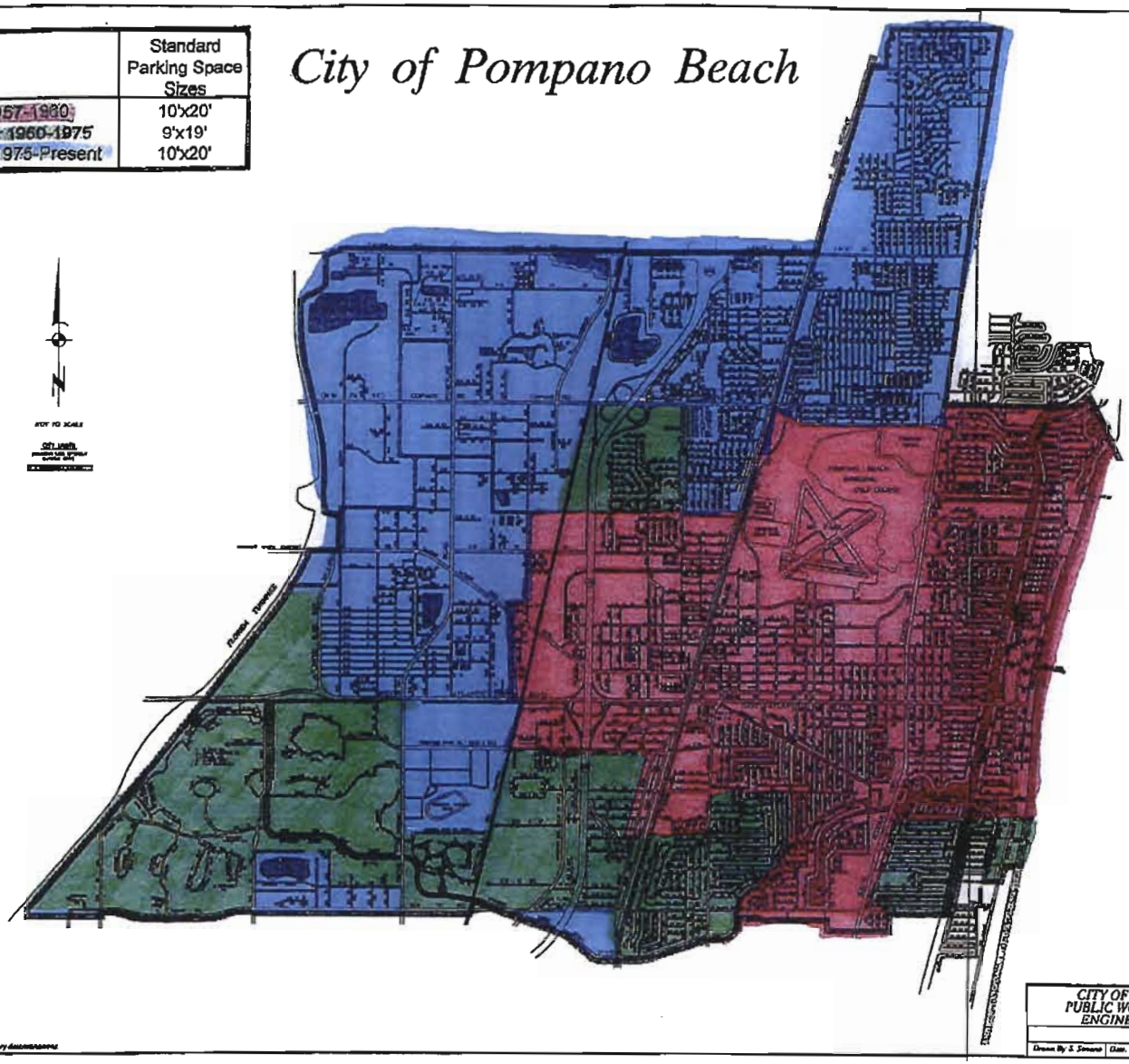
9' x 18'



9' x 18'

City of Pompano Beach

	Standard Parking Space Sizes
August 1957-1960	10'x20'
December 1960-1975	9'x19'
February 1975-Present	10'x20'



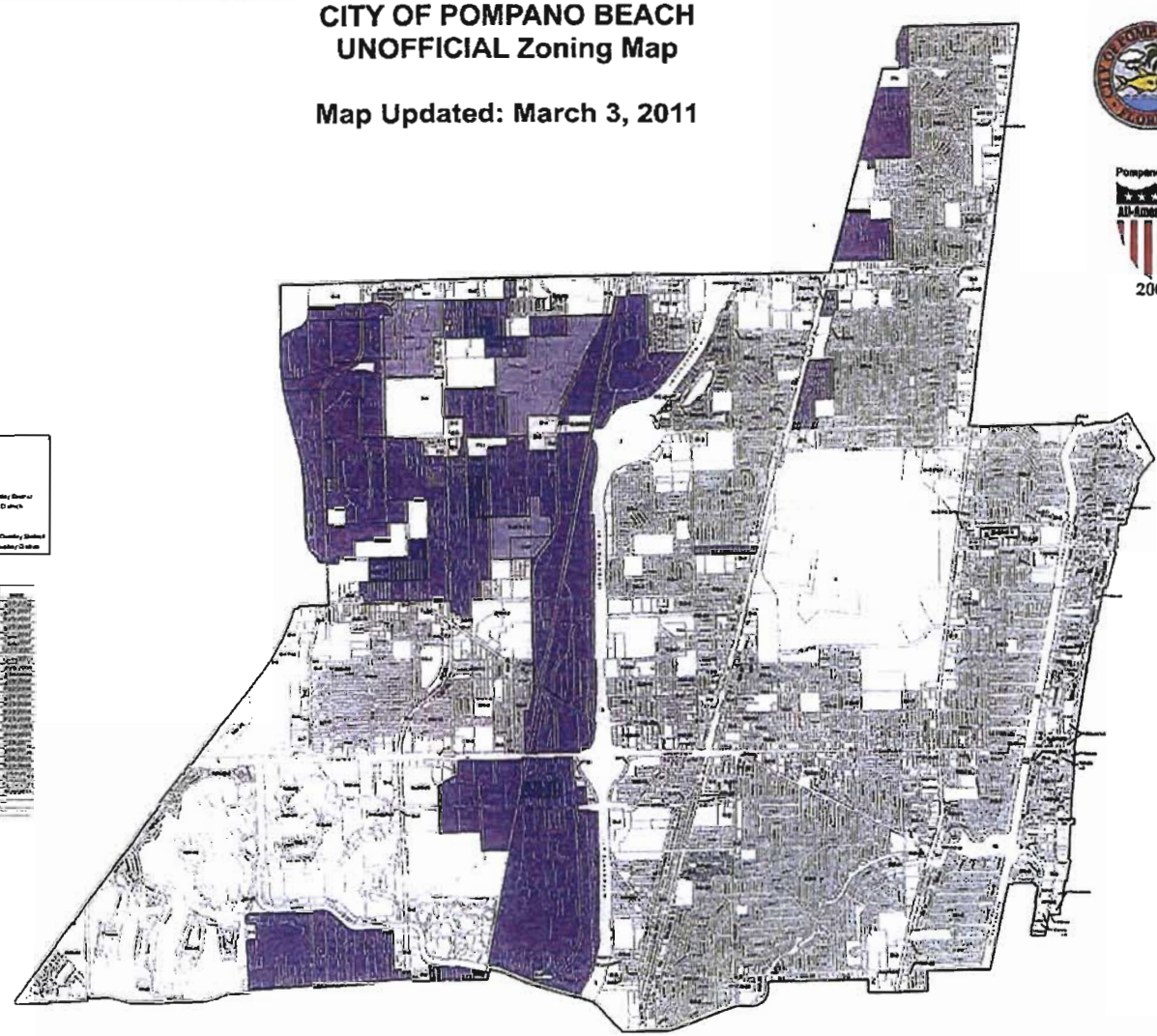
CITY OF POMPANO BEACH
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
City Map

Drawn By: S. Simone | Date: 9/1/04 | Checked By: | Date:

This map should not be used for legal boundary determinations

CITY OF POMPANO BEACH
UNOFFICIAL Zoning Map

Map Updated: March 3, 2011



Pompano Beach
All-America City
2005

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 then 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.

Meeting Date: September 8, 2015 Agenda Item 27

REQUESTED COMMISSION ACTION:

Consent	X 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 SECTION 152.12, "BUILDING PERMIT FEES," TO REDUCE THE BUILDING PERMIT FEE FOR MULTIPLE TEMPORARY TENTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

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 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 #15-359
City Attorney	07/06/2015	Approval	Memo #2015-1223
X City Manager			

Ordinance		Resolution		Consideration	
Workshop					
1st Reading	7/28/15 Approved	1st Reading		Results:	Results:
2nd Reading	9/8/15				

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

ORDINANCE NO. 2015-_____

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.	$150 for the first tent; $20.00 per tent for each additional tent
500 sq. ft. and larger	$250 for the first tent; $20.00 per tent for each additional tent

. . .

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

pompano beach
Florida's Warmest Welcome

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 KBF

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

pompano beach
Florida's Warmest Welcome

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.

§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.

G:\Zoning 2009\Code Rewrite\Code Amendments\152.12 bdlg permit fees\Memo_RB-TextAmendments.doc

Meeting Date: September 8, 2015 Agenda Item 28

REQUESTED COMMISSION ACTION:

Consent	X Ordinance	Resolution	Consideration/ Discussion	Presentation
____	____	____	____	____

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.**

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		Resolution		Consideration	
Workshop					
1st Reading Approved	7/28/15	1st Reading		Results:	Results:
2nd Reading	9/8/15				

pompano beach
Florida's Warmest Welcome

MEMORANDUM

Development Services

MEMORANDUM NO. 15-440

DATE: August 20, 2015

TO: Dennis W. Beach, City Manager

VIA: Robin M. Bird, Development Services Director RB

FROM: Karen Friedman, AICP, Principal Planner KBF

SUBJECT: Text Amendments to §115.19, "PIER AREA PORTABLE VENDING," Considerations for 2nd Reading, City Commission Hearing September 8, 2015

At the first reading for the proposed Ordinance, the City Commission directed Staff to provide additional information for the 2nd Reading. Below Staff has listed the specific concerns and Staff's findings.

1) Provide a Map of the Leased Beachfront Area.
Attached "Exhibit A" is an aerial which demonstrates the location of the leased *Beachfront Area*. The Beachfront Area starts at the intersection at the east right-of-way line of Pompano Beach Boulevard and south right-of-way line of NE 1st Street and continues north for 1,800 linear feet.

2) Does the Developer's Agreement require the City to allow kiosks on the Sidewalk?
Section 8 of the Developers Agreement "Grant of License for Beachfront Area" (attached as "Exhibit B") states the following:

> *"Under the Beachfront License, Developer will have the right, subject to all Government Requirements, to develop structures such as kiosks and refreshment stands in the Beachfront Area, and the enter into concession or use agreement with concessionaires"*

Attached is an as-built survey of this area ("Exhibit C") which clearly demonstrates that the sidewalk on the eastern side of Pompano Beach Blvd is eastward of the east right-of-way line of Pompano Beach Boulevard, and therefore is included in the Beachfront Area. Accordingly it is Staff's opinion that the Developer has the right to develop kiosks and refreshment stands along this sidewalk (referred to as *Vending Equipment* in the proposed Ordinance).

3) Concern regarding the impact the vending equipment would have on pedestrian usage of the sidewalk, including clear space for ADA.
The proposed ordinance requires the vending equipment to be setback as follows:

- 7 feet from the curb line
- 7 feet from street furniture
- 10 feet from crosswalks
- 10 feet from planters
- 10 feet from fire hydrants

Additionally the equipment cannot block the following:

- Pedestrian or vehicular traffic;
- Access to an entrance to a building;
- Access to the playground or pavilions;
- Access to a bicycle rack;
- Access to a trash receptacle;
- A sprinkler inlet or standpipe inlet (both wet and dry).

In order to demonstrate where the vending equipment could actually be placed, Staff prepared a diagram of the entire 1,800 linear feet area of the sidewalk. The diagram, which is attached as "Exhibit D", demonstrates the prohibited areas and the resulting permitted locations.

However, based on the City Commission's concern at 1st Reading that there may not be adequate space for pedestrians, the diagram demonstrates the permitted locations based on the proposed setbacks (purple area), as well as an increased setback option (beige area). The increased setback option would increase the setback from the curb line from 7 feet to 10 feet.

Also included to address the City Commission's concern are images of the sidewalk, attached as "Exhibit E".

4) Is the sidewalk eastward of the Costal Construction Control Line?
Attached "Exhibit C" is an as-built survey of this area which clearly demonstrates that the sidewalk on the eastern side of Pompano Beach Blvd is eastward of the Coastal Construction Control Line (CCCL).

Attachments:
Exhibit A - Aerial of the leased "Beachfront Area"
Exhibit B - Section 8 of the Developers Agreement "Grant of License for Beachfront Area"
Exhibit C – As-Built Survey
Exhibit D – Plan of Prohibited and Permitted Areas for Vending Equipment
Exhibit E – Images of Sidewalk

Map of Leased Beachfront Area)

Exhibit A

Developer's Agreement – Section 8

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

AS-BUILT SURVEY DRAINAGE UTILITIES (SHEET 2 OF 6)

(KEITH & ASSOC. JOB NO. 07470.54)

KEITH 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

AS-BUILT LEGEND:

BCR	BROWARD COUNTY RECORDS
DIP	DUCTILE IRON PIPE
ELEV.	ELEVATION
INV.	INVERT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE
RCP	REINFORCED CONCRETE PIPE
(I.V.)	INSPECTOR VERIFIED

MILLING

MILL EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)

RESURFACING

ONE (1) LIFT 1" ASPHALT S-III

WIDENING / RECONSTRUCTION

8" LIMEROCK BASE (PRIMED) (MIN. L.B.R.=100; MIN. CALCIUM CARBONATE CONTENT = 70%) COMPACTED TO 98% OF THE MAX. DENSITY AS PER AASHTO T-180

12" STABILIZED SUBGRADE (MIN. L.B.R.=40) COMPACTED TO 98% DENSITY AS PER AASHTO T-180

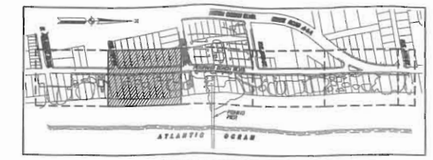
TWO (2) LIFTS, 1¼" ASPHALT S-I AND ¾" ASPHALT S-III

TEST HOLE @ TH #	UTILITY DESCRIPTION	EXIST. GROUND ELEVATION	TOP ELEVATION
5	WATER (8" DIP)	11.22	6.22
6	TELEPHONE (1" DBC)	11.26	9.26
7	WATER (1" UNKNOWN)	11.11	8.61
8	WATER (8" DIP)	11.25	6.10
9	TELEPHONE (1" DBC)	10.97	8.57
10	FORCE MAIN (10" PVC)	10.64	7.14
12	FORCE MAIN (10" PVC)	10.44	7.19
64	WATER (8" DIP)	9.65	7.65
65	SEWER (8" CONC.)	9.35	5.28
66	NO UTILITY FOUND	8.32	—
67	GAS (1 1/2" ST.)	8.55	6.15
73	SEWER (8" CONC.)	10.23	6.89

- UTILITY CROSSINGS: CONTRACTOR SHALL VERIFY LOCATION AND SIZE OF EXISTING UTILITIES, AND ADJUST AS NEEDED (TYP.) CONTRACTOR SHALL PROVIDE CROSSING INFORMATION INCLUDING FG, BOP, TOP AND CLEARANCE (TYP.)

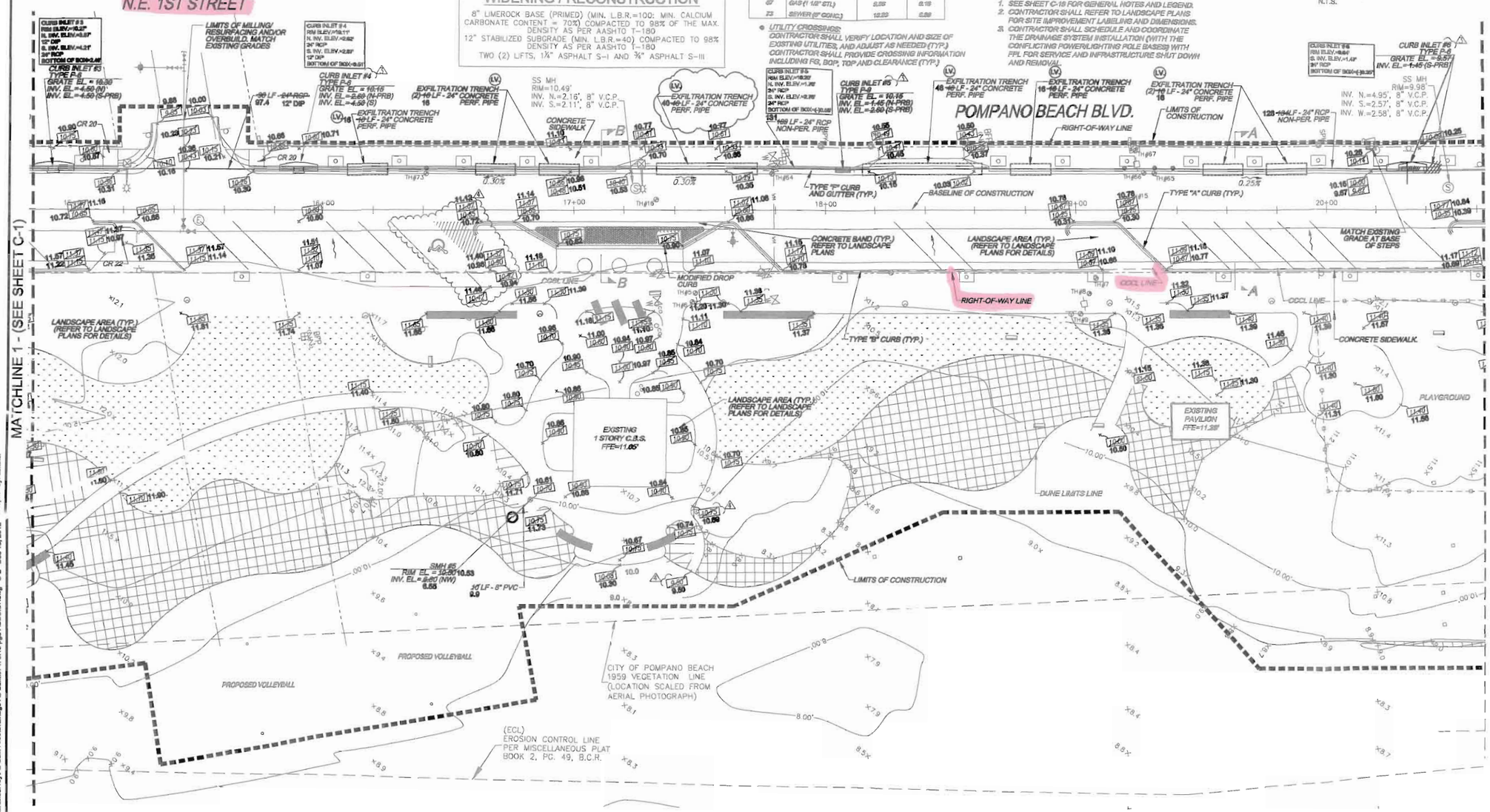
GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.



VICINITY / KEYMAP
N.T.S.

NOTES:
1. SEE SHEET C-1B FOR GENERAL NOTES AND LEGEND.
2. CONTRACTOR SHALL REFER TO LANDSCAPE PLANS FOR SITE IMPROVEMENT LABELING AND DIMENSIONS.
3. CONTRACTOR SHALL SCHEDULE AND COORDINATE THE DRAINAGE SYSTEM INSTALLATION (WITH THE CONFLICTING POWERLIGHTING POLE BASES) WITH FPL FOR SERVICE AND INFRASTRUCTURE SHUT DOWN AND REMOVAL.



SURVEY NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. IT IS A VIOLATION OF RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
3. THIS IS NOT A BOUNDARY SURVEY.
4. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). SAID ELEVATIONS ARE BASED ON NATIONAL GEODETIC SURVEY BENCHMARK 12.120, "AD2593", A BRASS DISC AT THE S.W. CORNER OF THE ATLANTIC AVENUE BRIDGE OVER INTRACOASTAL WATERWAY, SET ON THE S.W. BRIDGE ABUTMENT ELEVATION= 10.568' AND BENCHMARK 14.745, "AD2592", A BRASS DISC AT THE N.E. CORNER OF ATLANTIC AVENUE BRIDGE OVER INTRACOASTAL WATERWAY, SET IN N.E. BRIDGE ABUTMENT. ELEVATION=13.166'
5. THE EXPECTED VERTICAL ACCURACY OF THE ASBUILT INFORMATION SHOWN HEREON IS ± 0.03'.
6. THE HORIZONTAL CONTROL ACCURACY FOR THIS SURVEY ACHIEVED THE COMMERCIAL/HIGH RISK REQUIREMENT OF 1 FOOT IN 10,000 FEET, AS REQUIRED BY THE FLORIDA MINIMUM TECHNICAL STANDARDS (5J-17 F.A.C.). THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
7. COORDINATE VALVUES SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 TRANSVERSE MERCATOR, FLORIDA EAST ZONE WITH THE NATIONAL SPATIAL REFERENCE SYSTEM 2007 ADJUSTMENT APPLIED (NAD 83 /2007). ALL DIMENSIONS SHOWN HEREON ARE IN U.S. DECIMAL FEET THEREOF.
8. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B. #6860
9. THE NOTATION OF I.V. ON THE EXFILTRATION TRENCHES INDICATES THE MEASUREMENTS WERE SUPPLIED BY THE ONSITE INSPECTORS DURING CONSTRUCTION.

NOTE:
ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). SAID ELEVATIONS ARE BASED ON NATIONAL GEODETIC SURVEY BENCHMARK 12.120, "AD2593", A BRASS DISC AT THE S.W. CORNER OF THE ATLANTIC AVENUE BRIDGE OVER INTRACOASTAL WATERWAY, SET ON THE S.W. BRIDGE ABUTMENT ELEVATION= 10.568' AND BENCHMARK 14.745, "AD2592", A BRASS DISC AT THE N.E. CORNER OF ATLANTIC AVENUE BRIDGE OVER INTRACOASTAL WATERWAY, SET IN N.E. BRIDGE ABUTMENT. ELEVATION=13.166'. REFER TO SURVEY PREPARED BY KEITH AND ASSOCIATES, INC.

Drawing name: H:\07\07470.54 PB Boulevard Streetscape- Burkhardt\Survey\As-Built Files\Drawings As-Built\07470.10 pgh-ASBUILT.dwg C-2 Dec 18, 2012 - 12:29pm by: dbittner

EDSA
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FORT LAUDERDALE, FLORIDA 33301 USA
TEL: 954.524.3330
www.edsaplan.com
LCC0000091
PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN • GRAPHIC DESIGN

Project Name:

POMPANO BEACH BOULEVARD STREETSCAPE

Client:

Consultants:

EDSA
Master Planning & Landscape Design
1512 East Broward Boulevard
Suite 110
Fort Lauderale, FL 33301

KEITH & ASSOCIATES, INC.
Civil Engineering & Surveying
301 East Atlantic Blvd
Pompano Beach, FL 33060

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2481 N.W. Boca Raton Blvd.
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DELTA G CONSULTING ENGINEERS
Electrical Engineering
707 NE 3rd Ave. #200
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CONSTRUCTION MANAGEMENT SERVICES (CMS)
Estimating
10 Fairway Drive Suite 301
Deerfield Beach, FL 33441

TESTING LAB OF THE PALM BEACHES
Geo-Technical Engineer
421 South H Street
Lake Worth, FL 33460

Rev:	Date:	Description:	By:
1	5/2011	REVISIONS PER AGENCIES/CITY	SB
2	7/2011	REVISIONS PER CITY/IQA/OIC	SB
3	9/2011	REVISIONS PER TEST HOLES	SB
4	9/2011	REVISIONS PER CITY/IQA/OIC	DC
5			

Sheet Title:

PAVING, GRADING AND DRAINAGE PLAN

Date:	7.27.11	Scale:	1" = 20'
Drawn By:	DC	Designed By:	K&A
Approved By:	MG	Project No:	07470.10

MICHAEL GUINAUGH, P.E.
FLORIDA REG. NO. 56042
(FOR THE FIRM)

Sheet Number:

C-2

Exhibit C

WIDENING / RECONSTRUCTION

8" LIMEROCK BASE (PRIMED) (MIN. L.B.R.=100; MIN. CALCIUM CARBONATE CONTENT = 70%) COMPACTED TO 98% OF THE MAX. DENSITY AS PER AASHTO T-180
12" STABILIZED SUBGRADE (MIN. L.B.R.=40) COMPACTED TO 98% DENSITY AS PER AASHTO T-180
TWO (2) LIFTS, 1¼" ASPHALT S-I AND ¾" ASPHALT S-III

MILLING

MILL EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)

RESURFACING

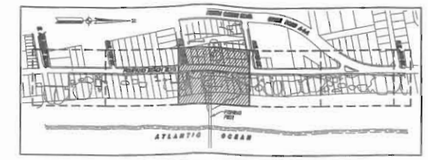
ONE (1) LIFT 1" ASPHALT S-III

TEST HOLE # & TYPE	UTILITY DESCRIPTION	EXIST. GROUND ELEVATION	TOP ELEVATION
52	ELECTRIC (52" CONC.)	11.32	6.32
53	ELECTRIC (52" CONC.)	11.28	6.78
54	SEWER (6" VCP)	11.11	6.91
55	FORCE MAIN (>16" PVC)	11.25	6.10
56	UNKNOWN (22" CONC.)	10.97	5.67
57	UNKNOWN (22" CONC.)	10.64	7.14
58	UNKNOWN (2" STL)	10.41	7.39
59	ELECTRIC (52" CONC.)	9.65	7.65
60	ELECTRIC (52" CONC.)	9.33	5.39
61	WATER (4" STL)	5.38	—
62	ELECTRIC (52" CONC.)	9.89	6.18
63	ELECTRIC (52" CONC.)	10.23	6.06

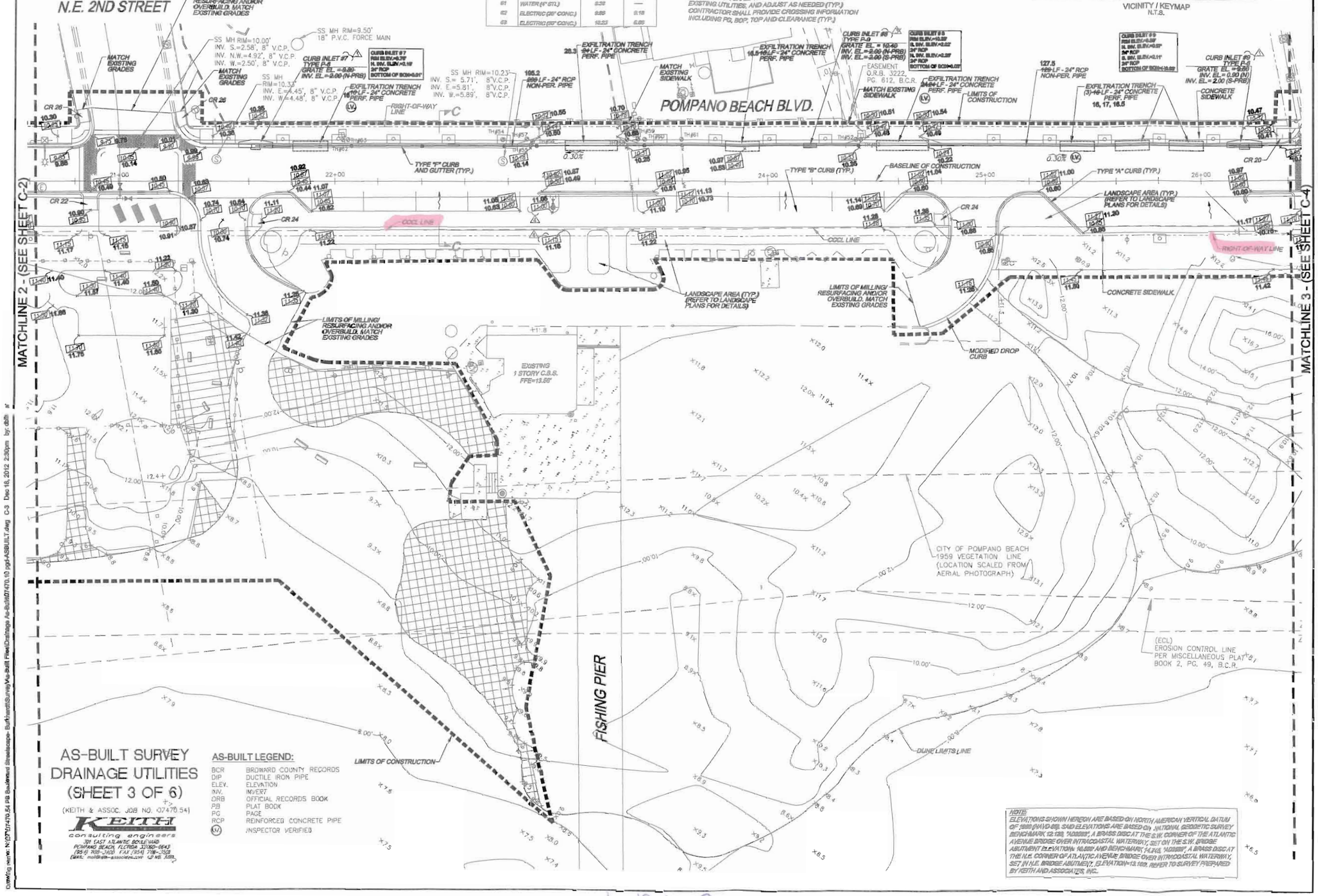
NOTES:
1. SEE SHEET C-1B FOR GENERAL NOTES AND LEGEND.
2. CONTRACTOR SHALL REFER TO LANDSCAPE PLANS FOR SITE IMPROVEMENT LABELING AND DIMENSIONS.
3. CONTRACTOR SHALL SCHEDULE AND COORDINATE THE DRAINAGE SYSTEM INSTALLATION (WITH THE CONFLICTING POWER/LIGHTING POLE BASES) WITH FPL FOR SERVICE AND INFRASTRUCTURE SHUT DOWN AND REMOVAL.

● UTILITY CROSSINGS: CONTRACTOR SHALL VERIFY LOCATION AND SIZE OF EXISTING UTILITIES, AND ADJUST AS NEEDED (TYP.) CONTRACTOR SHALL PROVIDE CROSSING INFORMATION INCLUDING FG, BOP, TOP AND CLEARANCE (TYP.)

GRAPHIC SCALE
30 0 10 20 40
(IN FEET)
1 inch = 20 ft.



VICINITY / KEYMAP
N.T.S.



AS-BUILT SURVEY DRAINAGE UTILITIES (SHEET 3 OF 6)

(KEITH & ASSOC. JOB NO. 07476.54)

KEITH
consulting engineers
101 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3509
EMAIL: mail@keith-associates.com CA NO. 4382

AS-BUILT LEGEND:

BCR	BROWARD COUNTY RECORDS
DIP	DUCTILE IRON PIPE
ELEV.	ELEVATION
INV.	INVERT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE
RCP	REINFORCED CONCRETE PIPE
(IV)	INSPECTOR VERIFIED

NOTE:
ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). SAID ELEVATIONS ARE BASED ON NATIONAL GEODETIC SURVEY BENCHMARK 12-169, "A08888", A BRASS DISC AT THE S.W. CORNER OF THE ATLANTIC AVENUE BRIDGE OVER INTRACOASTAL WATERWAY, SET ON THE S.W. BRIDGE ABUTMENT ELEVATION= 10.589' AND BENCHMARK 14-N-5, "A08889", A BRASS DISC AT THE N.W. CORNER OF ATLANTIC AVENUE BRIDGE OVER INTRACOASTAL WATERWAY, SET IN N.E. BRIDGE ABUTMENT, ELEVATION=13.169. REFER TO SURVEY PREPARED BY KEITH AND ASSOCIATES, INC.

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FORT LAUDERDALE, FLORIDA 33301; USA
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Project Name:

POMPANO BEACH BOULEVARD STREETSCAPE

Client:

Consultants:

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COASTAL PLANNING & ENGINEERING, INC.
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707 NE 3rd Ave. #200
Fort Lauderdale, FL 33304

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Architecture & Structural Engineering
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Traffic Engineer
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36730 Sky Canyon Drive, Suite C
Murrieta, California 92563

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Lake Worth, FL 33460

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3	9/2011	REVISIONS PER TEST HOLES	SB
4	9/2011	REVISIONS PER CITY/QA/QC	DC
5			

Sheet Title:

PAVING, GRADING AND DRAINAGE PLAN

Date:	7.27.11	Scale:	1" = 20'
Drawn By:	DC	Designed By:	K&A
Approved By:	MG	Project No:	07470.10

MICHAEL GUINAUGH, P.E.
FLORIDA REG. NO. 56642
(FOR THE FIRM)

Sheet Number:

C-3

Exhibit C

MILLING

MILL EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)

RESURFACING

ONE (1) LIFT
1" ASPHALT S-III

WIDENING / RECONSTRUCTION

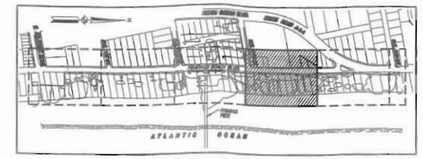
8" LIMEROCK BASE (PRIMED) (MIN. L.B.R.=100; MIN. CALCIUM CARBONATE CONTENT = 70%) COMPACTED TO 98% OF THE MAX. DENSITY AS PER AASHTO T-180
12" STABILIZED SUBGRADE (MIN. L.B.R.=40) COMPACTED TO 98% DENSITY AS PER AASHTO T-180
TWO (2) LIFTS, 1¼" ASPHALT S-I AND ¾" ASPHALT S-III

TEST HOLE # TH #	UTILITY DESCRIPTION	EXIST. GROUND ELEVATION	TOP ELEVATION
10	WATER (8" DIP)	11.32	6.52
11	ELECTRIC (1" DISC)	12.05	10.69
12	TELEPHONE (1" DISC)	12.69	9.69
13	CATV (1" DISC)	10.82	9.43
39	WATER (8" CIP)	11.16	8.23
40	ELECTRIC (18" CONC.)	11.12	7.49/5.82
41	ELECTRIC (18" CONC.)	11.12	7.42/5.62
42	CATV (6"X12" DISC)	10.69	9.34
43	UNKNOWN (1" STL)	10.16	7.85
44	UNKNOWN (8" CIP)	10.12	7.82
45	WATER (2" DIP)	10.15	7.50
46	ELECTRIC (44" CONC.)	10.16	7.65/5.65
47	ELECTRIC (44" CONC.)	10.57	7.50/5.57
48	UNKNOWN (1" STL)	10.63	8.85
49	SEWER (8" VCP)	10.69	8.50
50	UNKNOWN (2" STL)	10.65	8.60
51	WATER (8" DIP)	9.81	7.41

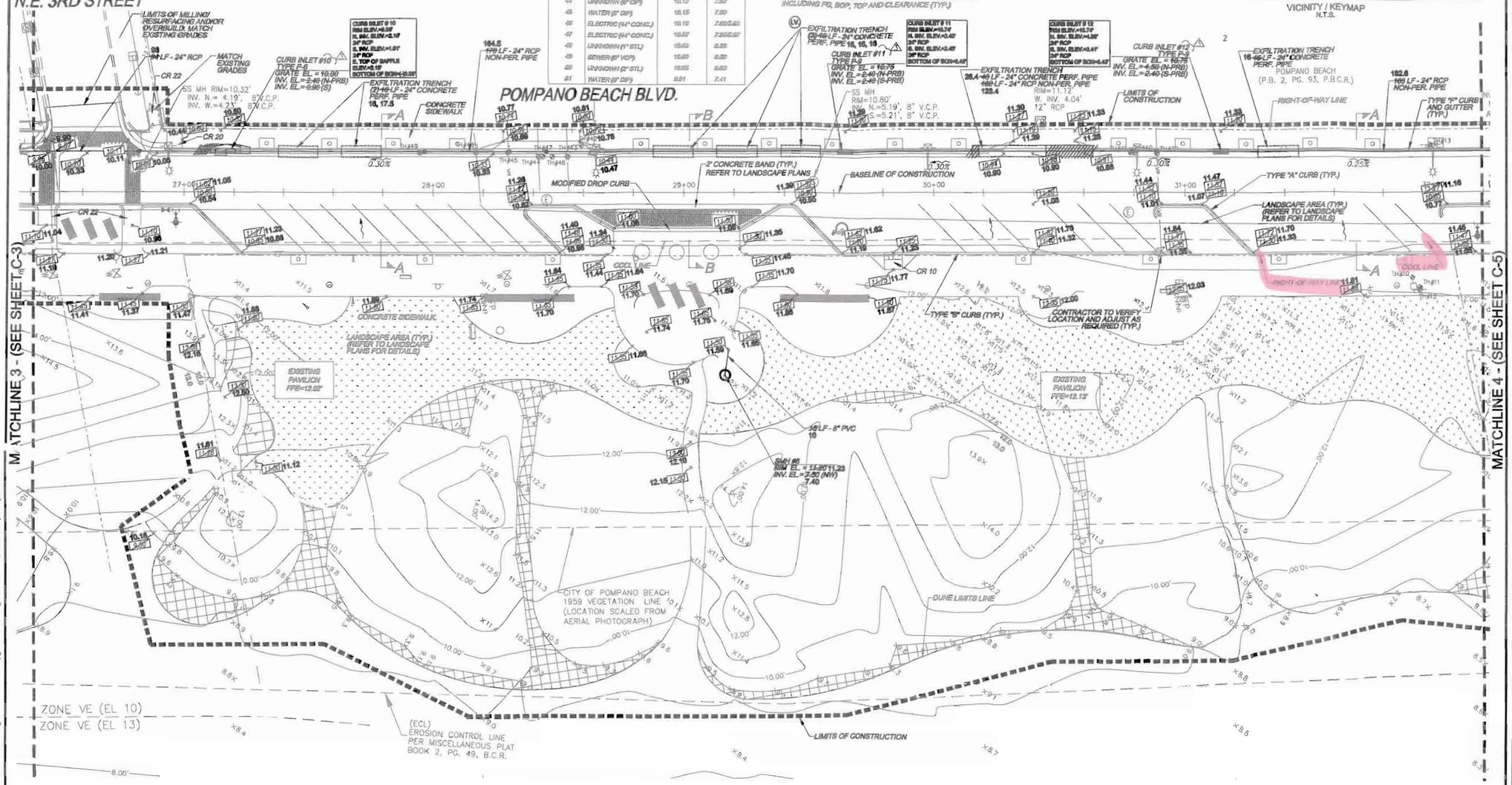
NOTES:
1. SEE SHEET C-16 FOR GENERAL NOTES AND LEGEND.
2. CONTRACTOR SHALL REFER TO LANDSCAPE PLANS FOR SITE IMPROVEMENT LABELING AND DIMENSIONS.
3. CONTRACTOR SHALL SCHEDULE AND COORDINATE THE DRAINAGE SYSTEM INSTALLATION (WITH THE CONFLICTING POWER/LIGHTING POLE BASES) WITH FPL FOR SERVICE AND INFRASTRUCTURE SHUT DOWN AND REMOVAL.

* UTILITY CROSSINGS:
CONTRACTOR SHALL VERIFY LOCATION AND SIZE OF EXISTING UTILITIES, AND ADJUST AS NEEDED (TYP.) CONTRACTOR SHALL PROVIDE CROSSING INFORMATION INCLUDING FG, BOP, TOP AND CLEARANCE (TYP.)

GRAPHIC SCALE
30 0 10 30 40
(IN FEET)
1 inch = 20 ft.



VICINITY / KEYMAP
N.T.S.



AS-BUILT SURVEY
DRAINAGE UTILITIES
(SHEET 4 OF 6)

(KEITH & ASSOC. JOB NO. 07470.54)

KEITH
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

AS-BUILT LEGEND:

BCR	BROWARD COUNTY RECORDS
DIP	DUCTILE IRON PIPE
ELEV.	ELEVATION
INV.	INVERT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE
RCP	REINFORCED CONCRETE PIPE
(IV)	INSPECTOR VERIFIED

NOTE:
ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). SAID ELEVATIONS ARE BASED ON NATIONAL GEODETIC SURVEY BENCHMARK 13.1200, "KO3888", A BRASS DISC AT THE S.W. CORNER OF THE ATLANTIC AVENUE BRIDGE OVER INTRACOASTAL WATERWAY, SET ON THE S.W. BRIDGE ABUTMENT ELEVATION= 16.1000' AND BENCHMARK 14.0X15, "KO3887", A BRASS DISC AT THE N.E. CORNER OF ATLANTIC AVENUE BRIDGE OVER INTRACOASTAL WATERWAY, SET IN N.E. BRIDGE ABUTMENT. ELEVATION=13.1000'. REFER TO SURVEY PREPARED BY KEITH AND ASSOCIATES, INC.

Drawing name: N:\07\07470.54 PB Boulevard Streetscape\Burkhardt\Survey\As-Built Files\Drawings\As-Built\07470.10 pg4-ASBUILT.dwg C-4 Dec 18, 2012 2:30pm by: dbittner

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Project Name:
POMPANO BEACH BOULEVARD STREETSCAPE

Client:

Consultants:

EDSA
Master Planning & Landscape Design
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Suite 110
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301 East Atlantic Blvd
Pompano Beach, FL 33060

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Environmental / DEP Permitting
2481 N.W. Boca Raton Blvd.
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DELTA G CONSULTING ENGINEERS
Electrical Engineering
707 NE 3rd Ave. #200
Fort Lauderdale, FL 33304

BERMELLO AJAMIL AND PARTNERS, INC.
Architecture & Structural Engineering
2601 South Bayshore Drive 10th Floor
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REYNOLDS, SMITH AND HILL, INC.
Traffic Engineer
3125 W Commercial Blvd, Suite 130
Ft. Lauderdale, FL 33309

SWEENEY + ASSOCIATES
Irrigation Design & Consulting
38730 Sky Canyon Drive, Suite C
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5			

Sheet Title:
PAVING, GRADING AND DRAINAGE PLAN

Date:	7.27.11	Scale:	1" = 20'
Drawn By:	DC	Designed By:	K&A
Approved By:	MG	Project No:	07470.10

MICHAEL GUINAUGH, P.E.
FLORIDA REG. NO. 56042
(FOR THE FIRM)

Sheet Number:
C-4

Exhibit C

AS-BUILT SURVEY
DRAINAGE UTILITIES
(SHEET 5 OF 6)

(KEITH & ASSOC. JOB NO. 07470.54)

KEITH
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. 0860

AS-BUILT LEGEND:

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INV.	INVERT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE
RCP	REINFORCED CONCRETE PIPE
(IV)	INSPECTOR VERIFIED

MILLING
MILL EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)

RESURFACING
ONE (1) LIFT 1" ASPHALT S-III

WIDENING / RECONSTRUCTION
8" LIMEROCK BASE (PRIMED) (MIN. L.B.R.=100; MIN. CALCIUM CARBONATE CONTENT = 70%) COMPACTED TO 98% OF THE MAX. DENSITY AS PER AASHTO T-180
12" STABILIZED SUBGRADE (MIN. L.B.R.=40) COMPACTED TO 98% DENSITY AS PER AASHTO T-180
TWO (2) LIFTS, 1¾" ASPHALT S-I AND ¾" ASPHALT S-III

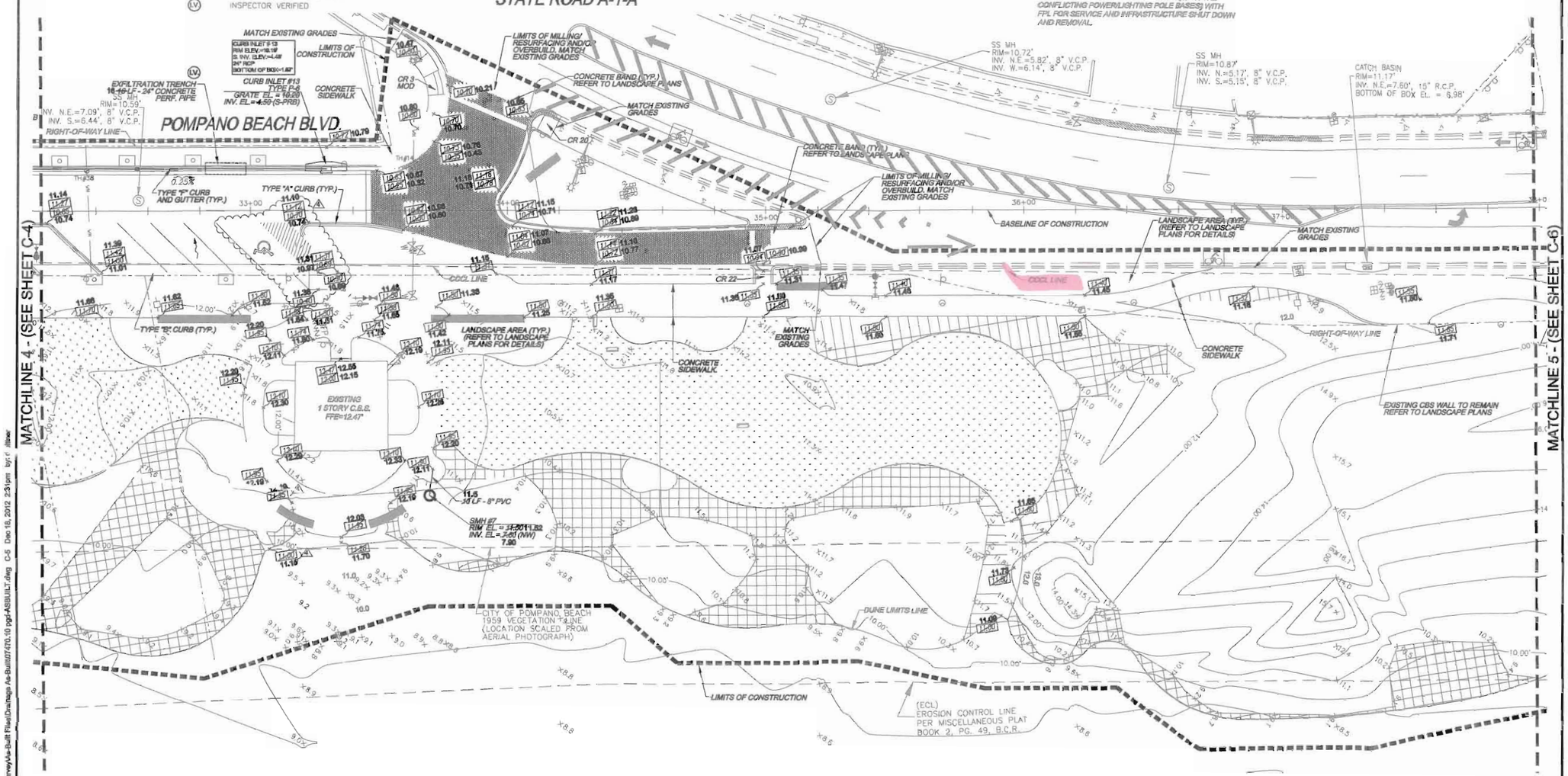
TEST HOLE #/TH #	UTILITY DESCRIPTION	EXIST. GROUND ELEVATION	TOP ELEVATION
14	WATER (8" DIP)	10.23	7.55
38	WATER (2" STL)	10.85	7.80

● UTILITY CROSSINGS:
CONTRACTOR SHALL VERIFY LOCATION AND SIZE OF EXISTING UTILITIES, AND ADJUST AS NEEDED (TYP.)
CONTRACTOR SHALL PROVIDE CROSSING INFORMATION INCLUDING PB, BOP, TOP AND CLEARANCE (TYP.)

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

VICINITY / KEYMAP
N.T.S.

NOTES:
1. SEE SHEET C-18 FOR GENERAL NOTES AND LEGEND.
2. CONTRACTOR SHALL REFER TO LANDSCAPE PLANS FOR SITE IMPROVEMENT LABELING AND DIMENSIONS.
3. CONTRACTOR SHALL SCHEDULE AND COORDINATE THE DRAINAGE SYSTEM INSTALLATION (WITH THE CONFLICTING POWER/LIGHTING POLE BASES) WITH FPL FOR SERVICE AND INFRASTRUCTURE SHUT DOWN AND REMOVAL.



NOTE:
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Client:

Consultants:

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1	5/2011	REVISIONS PER AGENCY/CITY	SB
2	7/2011	REVISIONS PER CITY/QA/QC	SB
3	9/2011	REVISIONS PER TEST HOLES	SB
4	6/2012	REVISIONS PER CITY/QA/QC	DC
5			

Sheet Title:
PAVING, GRADING AND DRAINAGE PLAN

Date:	7.27.11	Scale:	1" = 20'
Drawn By:	DC	Designed By:	K&A
Approved By:	MG	Project No:	07470.10

MICHAEL GUINAUGH, P.E.
FLORIDA REG. NO. 56042
(FOR THE FIRM)

Sheet Number:
C-5

Drawing name: N:\07\07470.54 PB Boulevard Streetscape\- Burkhardt\Survey\As-Built Files\Drainage As-Built\07470.10 pgf-ASBUILT.dwg C-5 Dec 18, 2012 2:31pm by: r jilbee

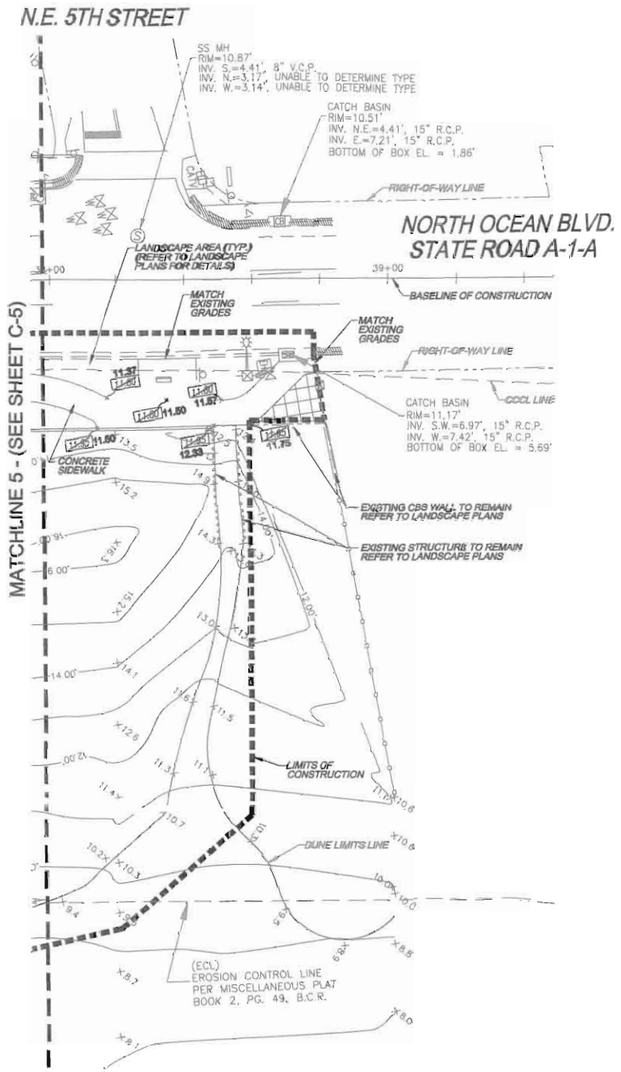
AS-BUILT SURVEY DRAINAGE UTILITIES (SHEET 6 OF 6)

(KEITH & ASSOC. JOB NO. 07470.54)

KEITH
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

AS-BUILT LEGEND:

BCR	BROWARD COUNTY RECORDS
DIP	DUCTILE IRON PIPE
ELEV.	ELEVATION
INV.	INVERT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE
RCP	REINFORCED CONCRETE PIPE
(IV)	INSPECTOR VERIFIED



GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

VICINITY / KEYMAP
N.T.S.

- UTILITY CROSSINGS:
CONTRACTOR SHALL VERIFY LOCATION AND SIZE OF EXISTING UTILITIES, AND ADJUST AS NEEDED (TYP.)
CONTRACTOR SHALL PROVIDE CROSSING INFORMATION INCLUDING FG, BOP, TOP AND CLEARANCE (TYP.)

NOTES:
1. SEE SHEET C-18 FOR GENERAL NOTES AND LEGEND.
2. CONTRACTOR SHALL REFER TO LANDSCAPE PLANS FOR SITE IMPROVEMENT LABELING AND DIMENSIONS.
3. CONTRACTOR SHALL SCHEDULE AND COORDINATE THE DRAINAGE SYSTEM INSTALLATION (WITH THE CONFLICTING POWER/LIGHTING POLE BASES) WITH FPL FOR SERVICE AND INFRASTRUCTURE SHUT DOWN AND REMOVAL.

MILLING

MILL EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)

RESURFACING

ONE (1) LIFT
1" ASPHALT S-III

WIDENING / RECONSTRUCTION

8" LIMEROCK BASE (PRIMED) (MIN. L.B.R.=100; MIN. CALCIUM CARBONATE CONTENT = 70%) COMPACTED TO 98% OF THE MAX. DENSITY AS PER AASHTO T-180
12" STABILIZED SUBGRADE (MIN. L.B.R.=40) COMPACTED TO 98% DENSITY AS PER AASHTO T-180
TWO (2) LIFTS, 1¾" ASPHALT S-I AND ¾" ASPHALT S-III

NOTE:
ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ELEVATIONS ARE BASED ON NATIONAL GEODETIC SURVEY BENCHMARK 12.1[illegible] "A0[illegible]", A BRASS DISC AT THE S.W. CORNER OF THE ATLANTIC AVENUE BRIDGE OVER the INTRACOASTAL WATERWAY, 3±FT ON THE S.W. BRIDGE ABUTMENT. ELEVATION= 9.[illegible] AND BENCHMARK 14.[illegible] "A0[illegible]", A BRASS DISC AT THE N.E. CORNER OF ATLANTIC AVENUE BRIDGE OVER INTRACOASTAL WATERWAY, 3±FT IN N.E. BRIDGE ABUTMENT. ELEVATION=13.1[illegible], REFER TO SURVEY PREPARED BY KEITH AND ASSOCIATES, INC.

EDSA
1512 E. BROWARD BOULEVARD, SUITE 110
FORT LAUDERDALE, FLORIDA 33301 USA
TEL: 954.524.3330
www.edsaplan.com
LC0000001
PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN • GRAPHIC DESIGN

Project Name:

POMPANO BEACH BOULEVARD STREETSCAPE

Client:

Consultants:

EDSA
Master Planning & Landscape Design
1512 East Broward Boulevard
Suite 110
Fort Lauderdale, FL 33301

KEITH & ASSOCIATES, INC.
Civil Engineering & Surveying
301 East Atlantic Blvd
Pompano Beach, FL 33060

COASTAL PLANNING & ENGINEERING, INC.
Environmental / DEP Permitting
2481 N.W. Boca Raton Blvd.
Boca Raton, FL 33431

DELTA G CONSULTING ENGINEERS
Electrical Engineering
707 NE 3rd Ave. #200
Fort Lauderdale, FL 33304

BERNELL, LANDELL AND PARTNERS, INC.
Architecture & Structural Engineering
2601 South Bayshore Drive 10th Floor
Miami, FL 33133

REYNOLDS, SMITH AND HILL, INC.
Traffic Engineer
3125 W Commercial Blvd, Suite 130
Ft. Lauderdale, FL 33309

SWEENEY & ASSOCIATES
Irrigation Design & Consulting
36730 Sky Canyon Drive, Suite C
Murrieta, California 92563

CONSTRUCTION MANAGEMENT SERVICES (CMS)
Estimating
10 Fairway Drive, Suite 301
Deerfield Beach, FL 33441

TESTING LAB OF THE PALM BEACHES
Geo-Technical Engineer
421 South H Street
Lake Worth, FL 33460

Rev.	Date	Description	By
1	5/20/11	REVISIONS PER AGENCIES/CITY	SB
2	7/29/11	REVISIONS PER CITY/DA/OC	SB
3			
4			
5			

Sheet Title:

PAVING, GRADING AND DRAINAGE PLAN

Date:	7-29-11	Scale:	1" = 20'
Drawn By:	FC	Designed By:	K&A
Approved By:	MG	Project No:	07470.10

Sheet Number:

C-6

MICHAEL GUINAUGH, P.E.
FLORIDA REG. NO. [illegible]
(FOR THE FIRM)

Drawing name: N:\07470-54 PB Boulevard Streetscape Elevations\Civil\Survey\As-Built Files\Drainage As-Built\07470.10 pg6-ASBUILT.dwg C-9 Dec 16, 201 2:31pm by: dbitner

Exhibit C

Prohibited & Permitted Locations

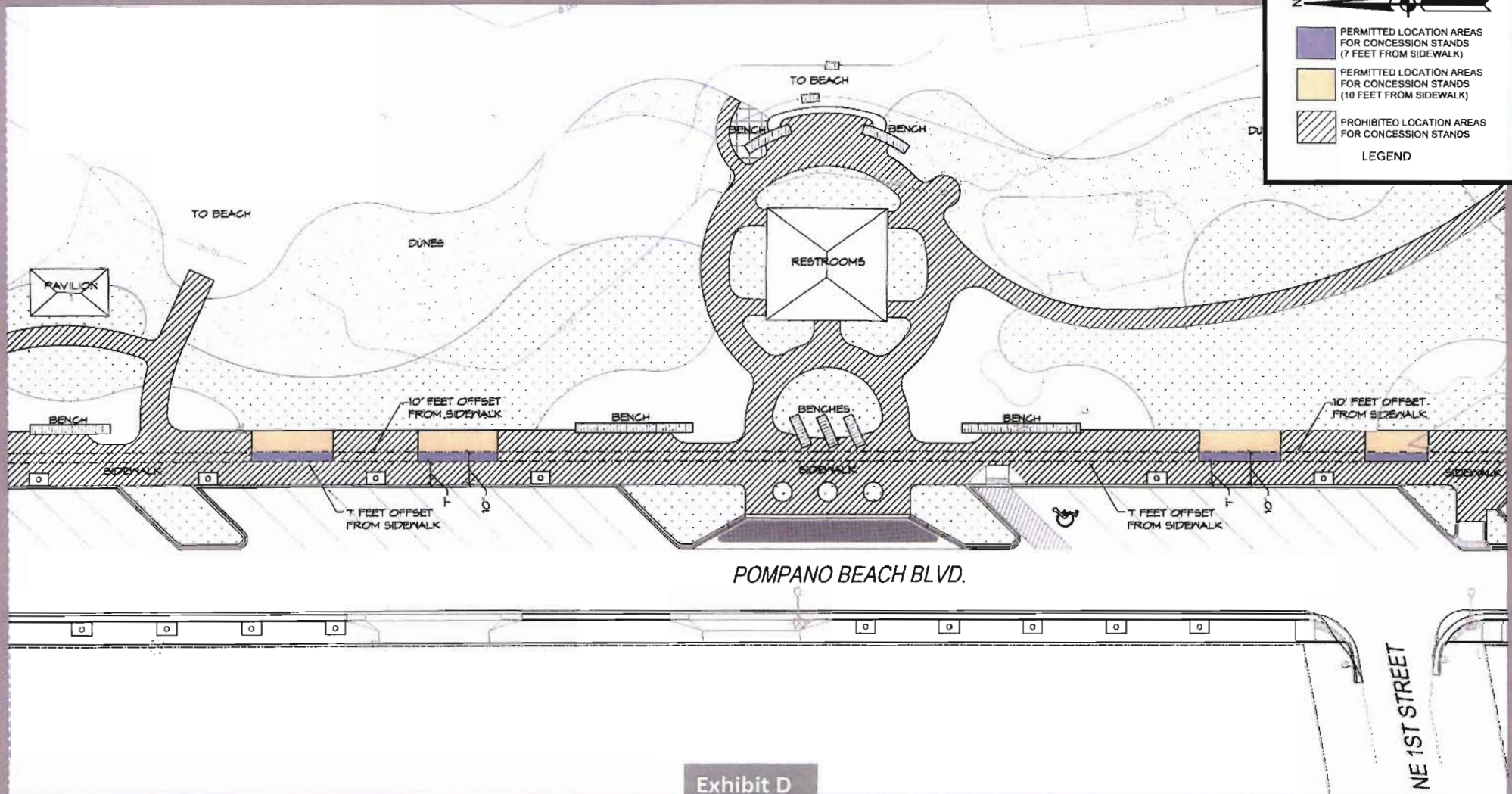


Exhibit D

Prohibited & Permitted Locations

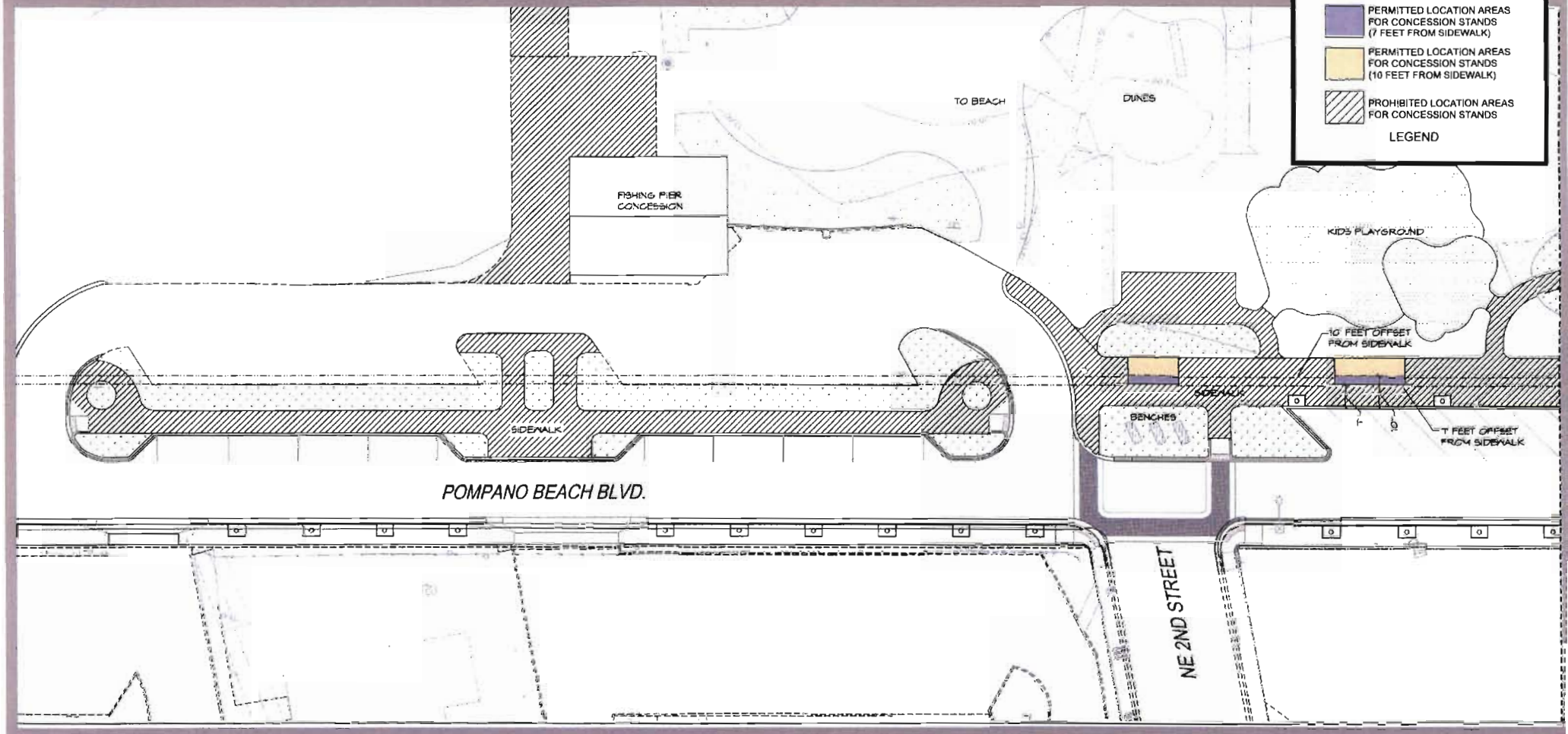


Exhibit D

Prohibited & Permitted Locations

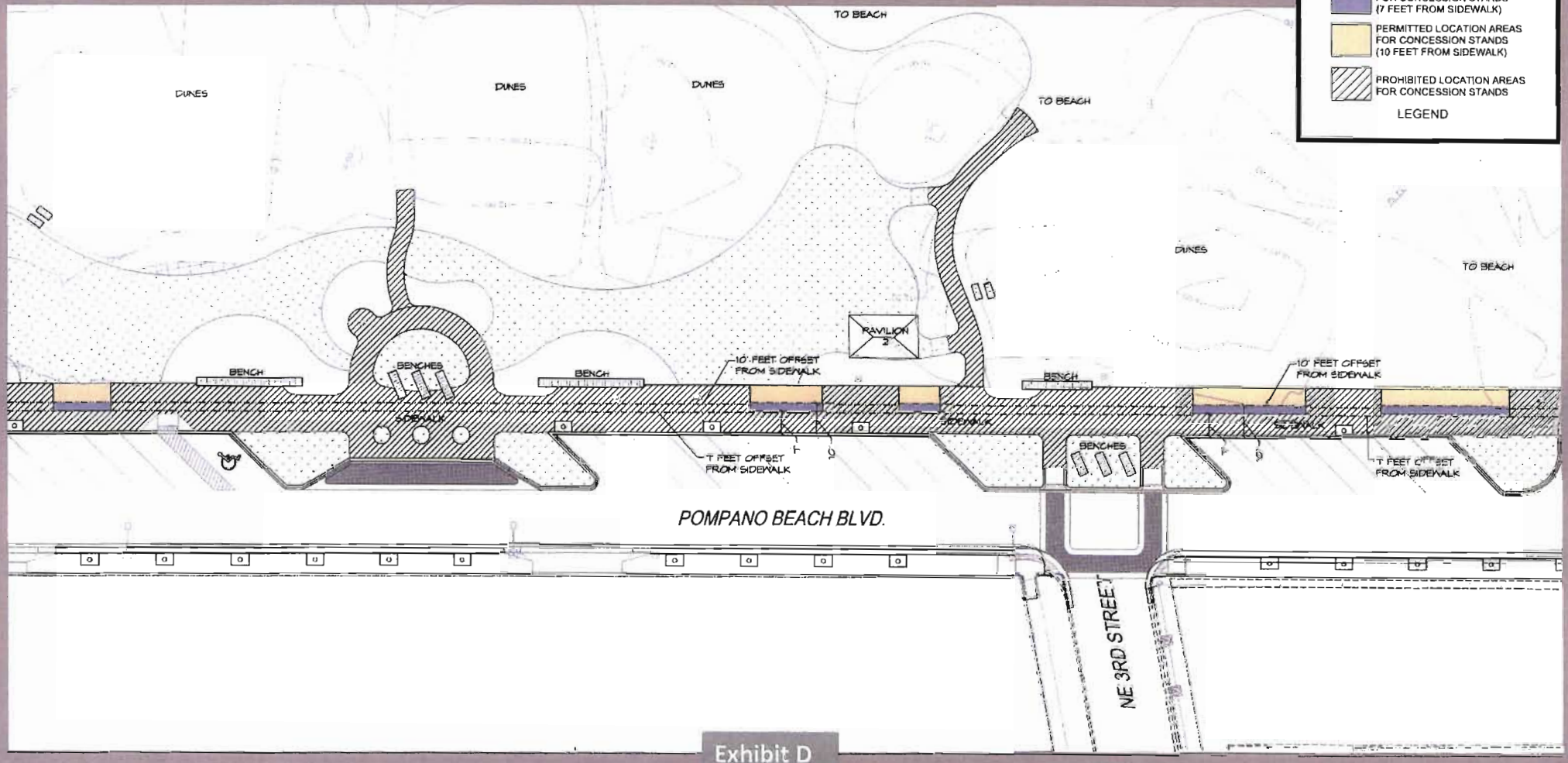


Exhibit D

Prohibited & Permitted Locations

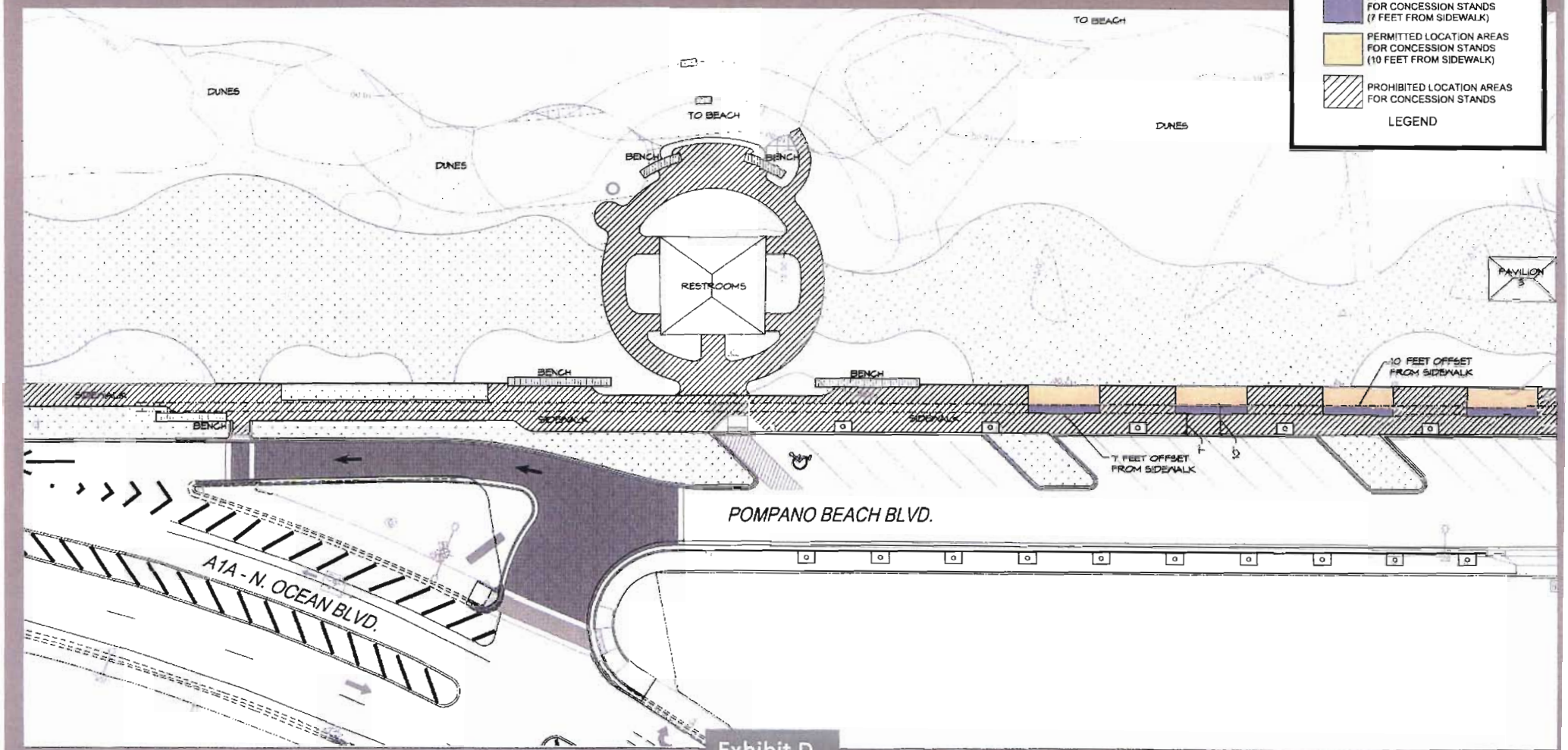


Exhibit D

Images of Sidewalk

Exhibit E

Karen Friedman

From: Kim Briesemeister <kim@rma.us.com>
Sent: Friday, August 28, 2015 8:23 PM
To: Karen Friedman; Lorri Hall
Cc: Chris Brown; Max Wemyss
Subject: RE: Staff Memo for 2nd reading of Pier Kiosks Text Amendment

Karen,
Thank you for the staff memo. Here are some CRA comments related to the intent of the development agreement:

In summary, the rationale of allowing a limited number of "kiosks or refreshment stands" was to fill in the physical gaps that exist between the Great Lawn and the 48,000 Square foot Pier Development on the South, and between the Pier Development and NE 5th Street of the renovated beach area on the north. The intent was to allow for limited sales of drinks including water, soft drinks, frozen lemonades etc., and light snacks such as hot dogs, pretzels or other light fare so people would not have to walk all the way to the Pier for light refreshments. The new Pier development project is supposed to contain the full service food and beverage offerings, supported by the existing concession located at the Pier and the concession by the Great Lawn. This is to reiterate that this third tier of alternatives is only meant to supplement those operations not add additional food or beverage locations.

Regarding the staff memo please note the following CRA comments:

1) The map is accurate and intentionally stops north of the permanent concession near the Great Lawn to limit competition and over saturation of food and beverage .
2) The intent was to enable staff to identify the locations along the sidewalk area where supplemental refreshment stands could be located. Although the sidewalk is included in the leased area, the developer is not automatically entitled to utilize the identified site without meeting all the additional criteria the planning department may establish including but not limited to approval of the physical structure or kiosk or concession stand, the height, weight and look of the stand, the hours of operation, etc. We suggest that these items be generally described in guideline format and on a case by case basis, staff can review and process the requests for kiosks. We only anticipated a few kiosks would be needed to meet the demand therefore perhaps three or four venues would be utilized.
3) The intent was not to allow these kiosks to intrude on pedestrian space along the sidewalk that in any way impedes walkability. Smaller hot dog vendors and mobile stands were contemplated and do not take much space. If the structure was to be permanent, it was to act in the same size and capacity as the portable venues but be closed up at night. The CRA did not contemplate larger permanent structures.

Hopefully this provides some additional background and information as you consider the guidelines. Please let us know if we can assist you in any way.

R M A
REINVENTING YOUR CITY

Kim Briesemeister
Principal

3109 East Atlantic Boulevard | Suite B
Pompano Beach, FL 33062
o: 954-695-0754 c: 954-829-3508
e: kim@rma.us.com
w: rma.us.com

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

ORDINANCE NO. 2015-_____

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-onsite 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

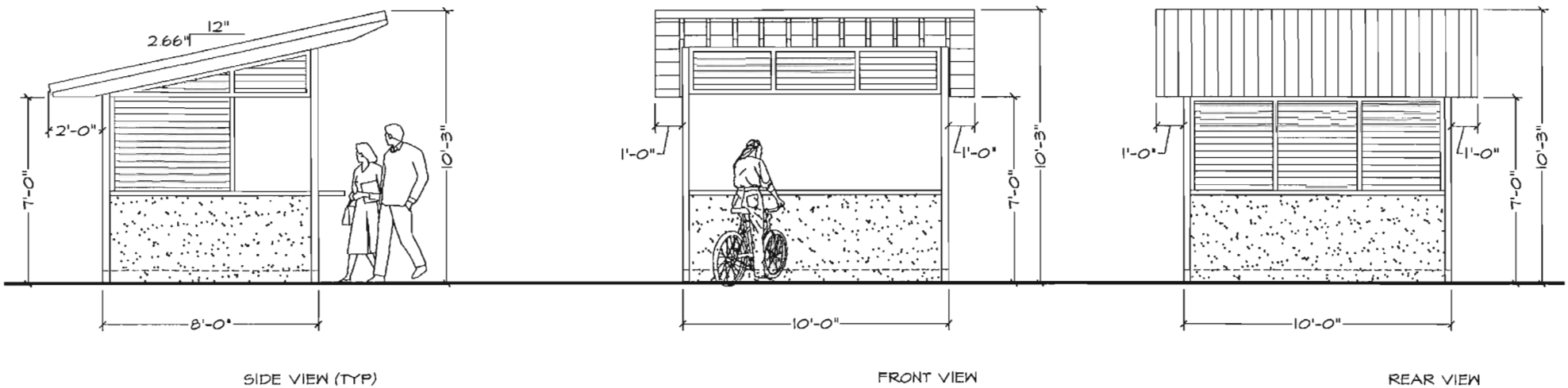
EXHIBIT A

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

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CRA
POMPANO BEACH

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.

pompano beach
Florida's Warmest Welcome

MEMORANDUM

Development Services

MEMORANDUM NO. 15-322

DATE: June 15, 2015

TO: Planning and Zoning Board

VIA: Robin M. Bird, Development Services Director

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.

§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.

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§ 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-onsite 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 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.

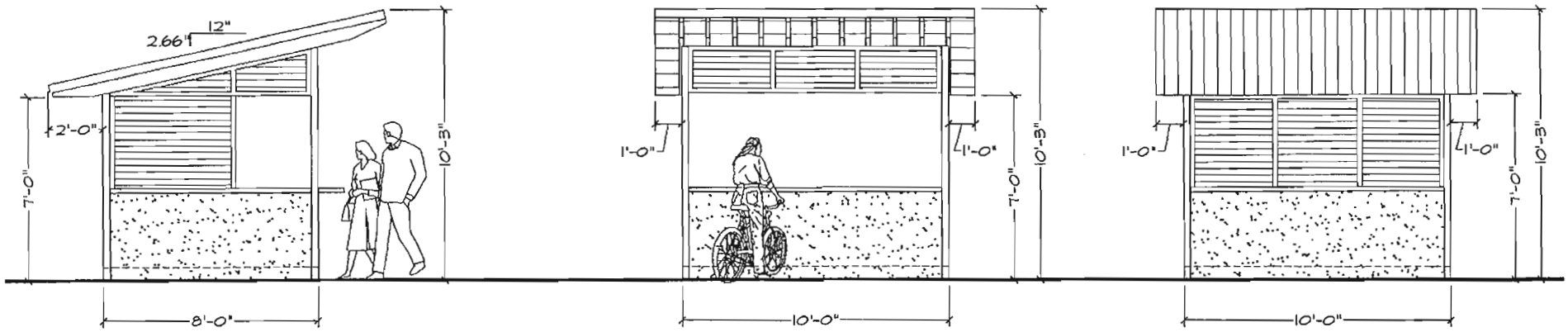
EXHIBIT A

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



SIDE VIEW (TYP) FRONT VIEW REAR VIEW

EXAMPLE OF VENDING KIOSK

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

Meeting Date: September 8, 2015 Agenda Item 29

REQUESTED COMMISSION ACTION:

Consent	X 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
City Attorney	07/06/2015	Approval	Memo #2015-1224

X City Manager

Ordinance		Resolution		Consideration	
Workshop					
1st Reading	7/28/15	1st Reading		Results:	Results:
Approved					
2nd Reading	9/8/15				

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

ORDINANCE NO. 2015-_____

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) F*oundations.* 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

(~~5~~ 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

pompano beach
Florida's Warmest Welcome

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: September 8, 2015 Agenda Item 30

REQUESTED COMMISSION ACTION:

___ Consent X Ordinance ___ Resolution ___ Consideration ___ Workshop

SHORT TITLE OR MOTION: An ordinance approving a first amendment to the telecommunications and related services agreement between the City of Pompano Beach and WindStream Communications, Inc.

Summary of Purpose and Why:

Recently Windstream ordinance 2015-58 was passed by the City Commission. One item is to install a redundant fiber line for our phone system. This fiber line was originally proposed by Windstream to be installed at our Public Safety complex at 100 SW 3rd Street.

After the contract was signed by the City Commission, Windstream advised us that they can now install the same fiber line at City Hall, 100 W. Atlantic Blvd. For technical reasons, it would be a great benefit to have the line installed at City Hall rather than the Public Safety Complex.

Windstream has changed the address of the proposed fiber line to read 100 W. Atlantic Blvd. We have also discovered a scrivener's error and would like to change 100 W. Atlantic Ave. to Blvd.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Staff
(2) Primary staff contact: Gene Zamoski, Information Technologies Director Ext. 4537
(3) Expiration of contract, if applicable: 6/11/2020
(4) Fiscal impact and source of funding: Not applicable

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Budget	8-11-15	Approval	
City Attorney	8/10/15		
IT Department	8/6/2015	Approved	
Finance	8/6/15	approval	
X City Manager			

ACTION TAKEN BY COMMISSION:

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

ORDINANCE NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND WINDSTREAM COMMUNICATIONS, INC. FOR TELECOMMUNICATION AND RELATED SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

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

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

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

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

/jrm
7/27/15
L:ord/2015-434

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE LEASE 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 "CUSTOMER,")
>
> and
>
> **WINDSTREAM COMMUNICATIONS, INC.,** a Delaware corporation, authorized to do business in the State of Florida, (hereinafter referred to as "WINDSTREAM.")

WHEREAS, the parties entered into an Agreement for telecommunication and related services on June 11, 2015, ("Original Agreement") and approved by Ordinance No. 2015-58; and

WHEREAS, the CITY and the CONTRACTOR have agreed to amend the Original Agreement to substitute Exhibit A to the Original Agreement.

WITNESSETH:

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

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

2. The original Agreement executed on June 11, 2015, shall remain in full force and effect except as specifically amended hereinbelow.

3. The attached Exhibit A is hereby substituted for, and in all references replaces, that Exhibit A which was attached to, referenced and made a part of the Original Agreement.

4. All other terms and conditions of the said agreement shall remain in full force and effect as provided by the original agreement and any previous amendments and renewals thereto, unless earlier terminated pursuant to the provisions of the agreement.

5. That no other amendment to the terms of the said agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

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

"CUSTOMER":

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____
ASCELETA HAMMOND, CITY CLERK (SEAL)

Approved by:

_____
MARK E. BERMAN, 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

"WINDSTREAM":

Witnesses:

_____

Print Name: _____

_____

Print Name: _____

WINDSTREAM COMMUNICATIONS, INC.
a Delaware corporation

By: _____
Signature

_____
Typed, Stamped or Printed Name

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by _____ as _____ of WINDSTREAM COMMUNICATIONS, INC., a Delaware 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

/jrm
7/27/15
l:agr/it/2015-1329

windstream.
communications

Exhibit A

Summary of Proposals for City of Pompano Beach, FL
Five (5) Year Term

Proposal/ Quote ID Account #	Site Name	Services Offered	MRC
2666433	100 W Atlantic Blvd	10 Mbps DyIP SIP, Interstate Long Distance @ $.025/min, DIDs, Installation Costs	$880.00
2666433	100 W Atlantic Blvd	1-PRI T1 VoIP, 1-TDM T1 PRI, Interstate Long Distance @ $.025/min, DIDs, Installation Costs	$483.50
4192215	1201 NE 5th Ave	1-PRI T1 VoIP, 1-TDM T1 PRI, Interstate Long Distance @ $.025/min, DIDs, Installation Costs	$483.50
4362003	All Locations	75 1FB POTS Lines, Interstate Long Distance @ $.025/min, DIDs, Installation Costs	$1350.00
TOTAL			**$3,197.00**

PROPOSAL NOTES:

This proposal and all Windstream and its affiliates ("Windstream") services shall be governed by the terms and conditions of the Customer Service Agreement thereto by and between Windstream and Customer.

Each Party owns and reserves all rights to its own information, all information exchanged is confidential, and further disclosure is restricted unless required by law to be disclosed. If Customer wishes for information to be disclosed to any employee of Customer or other agent or third party, Customer may either add such employee, agent or third party as an authorized contact on Customer's account or otherwise authorize Windstream in writing to disclose particular information to such employee, agent or third party.

The above pricing does not include applicable federal, state or local taxes, E911 charges, or any other fees and surcharges including, but not limited to Universal Service Fund (USF) and Federal Administrative Fee (FAF), etc. Federal Subscriber Line Charge (FSLC), Network Cost Recovery Fee (NCRF), and Local Number Portability (LNP) fees are not applicable to bundled rates. NetPlus lines will incur FSLC, NCRF, and LNP fees.

If unblocked, International usage is available to Customer and will be billed per posted Terms and Conditions/Price List rates.

Windstream will provide CSU/DSU, Channel Bank, and Router if applicable. The customer may not request a specific brand or type of equipment. Internet Service requires property configured peer-to-peer or client/server Ethernet network capable of connecting to a router at 10BaseT connection.

Customer must subscribe to a minimum of one voice service (channel or call path) to qualify for LD Bucket Minutes. LD Buckets are not available on Net PLUS lines. LD Bucket minute rates vary based on term commitment. Interstate, Intrastate and 800 inbound usage will apply to LD Bucket Minutes. Any domestic usage above LD Bucket subscription amount and any Connect U and International will be billed at the rate per minute published in Windstream's currently-posted Terms and Condition/Price List(s). Unused Bucket minutes are subject to expiration at the end of the period specified in Windstream's currently-posted Terms and Condition/Price List(s).

CITY OF POMPANO BEACH, FL (Customer)	**WINDSTREAM** (and its affiliates)
By:	By:
Name:	Name: Erica Edhouse
Title:	Title: Channel Manager

Customer Initials: _____

ORDINANCE NO. 2015-58

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND WINDSTREAM COMMUNICATIONS, INC. FOR TELECOMMUNICATION AND RELATED SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Windstream Communication, Inc. for telecommunication and related services, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

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

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 26th day of May, 2015.

PASSED SECOND READING this 9th day of June, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
4/27/15
L:ord/2015-316

windstream

version 10.01.13

WINDSTREAM SERVICE TERMS AND CONDITIONS

These terms and conditions apply to the provision of all telecommunications and related services ("Services") by Windstream[1] ("Windstream") to Customer under the proposal to which these terms and conditions are a part. These terms and conditions and Customer's proposal/sales order, and any service specific schedules form the agreement ("Agreement"). The Services will be offered in each area to the Customer by the Windstream affiliated entity authorized to provide the Services in the applicable jurisdiction.

1. Term and Renewal. This Agreement is effective on the date identified on the proposal ("Effective Date") and will continue for the term set forth in the proposal from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement (the "Term"). Upon expiration of the Term, **this Agreement will automatically renew for successive one-year terms,** (each, a "Renewal Term") until terminated or cancelled pursuant to its terms. In the event a Customer provides written notice of its intent not to renew but does not terminate Services hereunder, Windstream shall have the option of continuing to provide such Services on a month-to-month basis, priced at Windstream's then current monthly rates.

2. Charges for Services; Billing and Payment. Customer is responsible for paying all charges that apply to the Services ordered on a proposal or used on a per-use basis by Customer, including items such as features, installation, labor, repair, long distance, and directory or operator assistance as specified on the proposal or set forth in Windstream's Price Lists or Tariffs. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future and regardless of whether such charges are identified in the Agreement. Windstream will bill Customer monthly for the Service, and all bills are due and payable upon receipt. Payment will be considered late if not paid within thirty (30) days from the date of invoice. All amounts payable by Customer shall be made without setoff or counterclaim and without deduction. Billing at a location will begin upon the earlier of (i) the installation date (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) thirty (30) days after delivery of the applicable facility and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); however, Windstream may choose to bill in full monthly increments with no proration for partial service periods when Service either starts or ends in the middle of a billing cycle. In certain service areas, paper bills are available only upon request and for a monthly charge and billing for usage will round up to the next cent. If Customer authorizes payment by credit or debit card, then Windstream will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. . **WINDSTREAM RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCS") ON AT LEAST THIRTY (30) DAYS' NOTICE AND OTHER RATES AT ANY TIME.**

3. Service Outage Credits. For Windstream's business-grade local and long distance voice telecommunications services, T1 and higher facility network Internet access and private networking services, Customer will receive a credit of 1/30th of the MRC for that month for each day that Customer has a Service Outage, defined below. Only the Service affected by the Service Outage will be eligible for a credit. Credit is based upon the length of time Customer is without Service. Credits in any single month cannot exceed the MRCs for Service that was affected by a Service Outage in that month. For purposes of this Agreement, a "Service Outage" is defined as the complete inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; or (iii) send or receive data across a Windstream supported private network. In the event Customer rents equipment from Windstream, such equipment shall not be considered "Services" for purposes of service credits under this Agreement.

4. Disputes. To dispute a bill, Customer must do so in good faith and deliver to Windstream in writing the specific basis for such dispute within sixty (60) days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived.

5. Partial Payments; Late Payments. Windstream may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Windstream has to either collect the full payments from Customer. Customer is responsible for paying all costs and fees Windstream incurs as a result of collecting Customer's unpaid charges. If Windstream does not receive full payment when due or does not receive payment in immediately available funds, Windstream will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law.

6. Credits and Deposits. Customer authorizes Windstream to ask credit-reporting agencies for Customer's credit information. Windstream may require Customer to submit an initial security deposit and/or advance payment and an additional deposit and/or advance payment if Customer increases Services or Customer's credit rating changes. The deposit will be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Windstream at its discretion may apply the deposit to any amount due and unpaid by Customer.

7. Services Location; Moves. Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Windstream's network. Customer shall provide Windstream with the correct address to obtain Services, because Windstream relies on such information to determine which taxes, fees, surcharges and assessments apply to the Services. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Windstream if Customer's address changes, in which case Windstream may either (a) terminate the affected Services, or (b) allow Customer to provide sixty (60) days' advance notice to Windstream to move Services to a new location and pay any applicable installation charges. Customer will enter into a new agreement for such new location, or Windstream will apply the liquidated damages set forth in Section 15 for the terminated location. Charges, including reasonable administrative costs and fees incurred by Windstream may apply as a result of Customer's move, in addition to a change in MRCs.

[1]Windstream is defined for purposes of this Agreement to mean Windstream Communications, Inc. or such authorized Windstream affiliated entity providing Services to Customer as identified on Customer's bill.

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8. Windstream-Provided and Owned Equipment. Any equipment installed by Windstream on Customer's premises that is not the subject of a sale to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Windstream. Equipment shall remain in good condition, less normal wear and tear. Windstream shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Windstream for the cost of any necessary repairs. Customer shall provide Windstream reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Windstream does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if Windstream requests Customer return the equipment and Customer does not return the equipment to Windstream within thirty (30) days of termination, Customer shall reimburse Windstream for the full purchase price of the equipment as well as any attorney's fees and costs. Customer shall pack and ship the equipment in such a way so as to limit and/or avoid damage to the equipment. In the event the equipment is damaged in shipping, Customer shall be responsible for the cost to replace the equipment.

9. Disconnection of Current Provider; Special Construction; Third Party Charges. Customer is solely responsible for disconnecting Services with its current service provider. Windstream is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Windstream or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Windstream specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Windstream shall have no responsibility for maintenance or repair of same.

10. Third Party Software . As part of the Services, Customer may be allowed to use certain software and related documentation developed and owned by Windstream's third-party software licensors (collectively, the "Software"). This Software is neither sold nor distributed to Customer and Customer may use it solely as part of the Services and for no other purpose. Customer may not and agrees not to: (i) transfer such Software outside the Services or to any other person or entity; (ii) make copies of the Software, either through a virtual snapshot of the server containing the Software or otherwise; or (iii) transfer the Software outside of Windstream's infrastructure and/or premises. Further, Customer agrees to provide Windstream with evidence that its use of the Software is in compliance with the Agreement and/or third-party software licensor's terms from time to time during the Term as requested by Windstream. If Customer fails to provide such evidence when requested, or is otherwise not in compliance with the Agreement and/or third-party software licensor's terms, Windstream may, at its sole option suspend or terminate the Services that include the Software. For the avoidance of doubt, Windstream's Software licensors are not responsible for providing any support in connection with the Services or the Software.

11. Google. IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH WINDSTREAM, CUSTOMER WILL BE REQUIRED TO COMPLETE A CLICK-THROUGH AGREEMENT FOR THE GOOGLE LICENSE POSTED AT http://www.windstream.com/legal/Google_Apps_Premier_Edition_License.pdf **PRIOR TO USING THE RELEVANT SERVICES.** Windstream may cancel Google Services at any time on thirty (30) days' notice and, at Windstream's option, may either terminate such Google Services altogether or move Customer to a similar platform. In the event that Windstream or Customer terminates the Google Services or downgrades or cancels Google Services, Customer is solely responsible for downloading all of its information to its computer within thirty (30) days.

12. Government Funding Customer must notify Windstream of all restrictions, requirements and reporting obligations to which Windstream could become subject pursuant to any government program before Windstream provisions Services to Customer. Customer will not use such funds, including stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without Windstream's prior written consent regarding any specifically applicable terms. If Customer fails to provide such prior written notice to Windstream of government funding or if Windstream does not consent to the use of such funding, then Windstream has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Windstream. If Customer requests government funds for payment of Services under this Agreement and such funding request is denied, Customer shall remain responsible for one-hundred percent (100%) of the cost of Services.

13. Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution. THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE WEB-POSTED PRICE LISTS OR TERMS AND CONDITIONS (EITHER "PRICE LISTS") POSTED AT http://windstream.com/documents/detariffedservices.pdf; **(III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT** http://www2.windstream.net/customersupport/usersguide/accept/accept.html **AND THE "PRIVACY POLICY" POSTED AT** http://www.windstream.com/privacy.aspx; **AND (IV) IF CUSTOMER IS OBTAINING CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), CUSTOMER WILL BE REQUIRED TO CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES (CLICK-THROUGHS) PRIOR TO ACCESSING SUCH SERVICE, WHICH SHALL BE DEEMED PART OF THIS AGREEMENT.** This Agreement, the documents incorporated by reference and any addendums entered between the parties constitute the parties' entire Agreement. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Windstream employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Windstream also may execute this Agreement via a verifiable electronic signature.employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Windstream also may execute this Agreement via a verifiable electronic signature.

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14. Termination. Either party may terminate this Agreement by providing at least thirty (30) days' notice prior to the end of the initial Term or a Renewal Term, or if the other party is in breach of any material provision of this Agreement and such other party fails to cure within thirty (30) days after written notice. Notwithstanding, unless prohibited by law, in the event of nonpayment, the breaching party shall have ten (10) days to cure after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. In the event Customer rents equipment from Windstream and Customer terminates network Services pursuant to this section, Customer shall remain obligated to fulfill the remainder of the applicable equipment schedule term. Windstream may limit, interrupt or terminate Services immediately if: (a) after any required notice, Customer has not paid for Services; or (b) Customer uses the Services in an adverse manner that affects Windstream's network or other customers; or (c) Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or while the Services are under Customer's control; or (d) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (e) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (f) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider. In addition to the termination rights of Windstream set forth above, if Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services (including, but not limited to, circumstances in which Windstream is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location or Customer is terminating large volumes of calls to areas in which the cost to terminate such calls is high, when ten percent (10%) or more of Customer's calls are six (6) seconds or less, and/or when more than forty percent (40%) of call attempts are uncompleted per trunk group and DS0/DS0 equivalent), Windstream may: (v) charge long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers; (w) charge an additional price per minute in Windstream's discretion for each call that violates this provision; (x) restrict or cancel use or convert customer to another plan; (y) require customer to pay for the excessive use immediately and make a deposit; and/or (z) void any applicable price guarantee. Windstream may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. For Ethernet Internet Access services and MPLS - Virtual Private Network/Virtual LAN Services, Windstream shall verify the availability of facilities, and in the event that Windstream determines in its sole discretion that facilities are not economically or technically feasible, Windstream has the right to terminate this Agreement without liability.

15. Effect of Termination.

a. Pre-Installation- - If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Windstream a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if Windstream's costs to other providers are greater than this amount, Customer shall also reimburse Windstream for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Windstream to prepare for installation. The Cancellation Charge set forth in this Section 15(a) is in lieu of the charges set forth in 15(b) below for post-installation cancellations.

b. Post-Installation- - **CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR RENEWAL TERM. AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, OR AS A RESULT OF WINDSTREAM'S TERMINATION FOR CUSTOMER'S BREACH, CUSTOMER SHALL PAY TO WINDSTREAM AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MRCS APPLICABLE TO THE TERMINATED SERVICES MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY WINDSTREAM, INCLUDING BUT NOT LIMITED TO ACTUAL EXPENSES INCURRED BY WINDSTREAM TO INITIATE OR TERMINATE THE SERVICES, THIRD PARTY COSTS, USE OF LIMITED NETWORK RESOURCES, INSTALLATION CHARGES WAIVED AND ANY DISCOUNTS OR CREDITS GRANTED.** If Customer's proposal includes Monthly Minimum Charges or Fees ("MMCs" or "MMFs") and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below the MMC or MMF for that location, Customer will pay the MMC or MMF every month in lieu of the Liquidated Damages set forth above. If Customer's proposal does not includes MMCs or MMFs and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below fifty percent (50%) of its original contracted rate for that location, Customer will pay fifty percent (50%) of the MRCs every month in lieu of the Liquidated Damages set forth above. Additionally, if Customer received a bundled rate for the disconnected Service(s), then Customer's charges may be adjusted by Windstream to the unbundled service rates.

16. Limitation of Liability. FOR PURPOSES OF THIS SECTION, AND THE FOLLOWING SECTIONS DESCRIBING INDEMNITY, DISCLAIMER OF WARRANTIES, AND EMERGENCY. CRITICAL LINES SECTIONS, "WINDSTREAM" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WINDSTREAM RESELLS SERVICES.

A. WINDSTREAM'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED THE LESSER OF: (I) CUSTOMER'S MRCS DURING THE PERIOD IN WHICH THE DAMAGE OCCURS, OR (II) CUSTOMER'S MRCS MULTIPLIED BY SIX (6). IF CUSTOMER'S SERVICE IS INTERRUPTED, WINDSTREAM'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WINDSTREAM'S LIABILITY AS PROVIDED HEREIN. UNDER NO CIRCUMSTANCES WILL WINDSTREAM BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO SERVICE INTERRUPTIONS) DUE TO CAUSES BEYOND WINDSTREAM'S REASONABLE CONTROL. WINDSTREAM IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED FOR SUCH LOSS, MISUSE, OR THEFT OF SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN WINDSTREAM NOTIFIES CUSTOMER OF INCREASED USAGE.

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B. ENTRY ONTO WINDSTREAM'S PREMISES IS AT CUSTOMER'S OWN RISK, AND WINDSTREAM ASSUMES NO LIABILITY WHATSOEVER FOR ANY HARM ARISING FROM ANY CAUSE OTHER THAN WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PERSONAL INJURY TO CUSTOMER DURING SUCH VISIT. WINDSTREAM IS NOT RESPONSIBLE IF EQUIPMENT IS LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL LOSS INCURRED FOR MISUSE, MISHANDLING OR PROVISIONING OF CUSTOMER EQUIPMENT INCOMPATIBLE WITH THE SERVICES, CHANGES MADE TO THE SERVICES BY CUSTOMER OR A THIRD PARTY NOT AUTHORIZED TO MAKE CHANGES, OR BY WINDSTREAM AT THE DIRECTION OF CUSTOMER. IN NO EVENT SHALL WINDSTREAM BE RESPONSIBLE FOR ANY THIRD-PARTY EQUIPMENT, INCLUDING ANY DAMAGES THAT MAY ARISE AS A RESULT OF DEFECTS OR ISSUES RELATED TO THE THIRD-PARTY EQUIPMENT. TO THE EXTENT WINDSTREAM IS LIABLE FOR DAMAGE TO, OR LOSS OF, CUSTOMER EQUIPMENT, SUCH LIABILITY WILL BE LIMITED TO THE THEN-CURRENT BOOK VALUE OF THE DAMAGED EQUIPMENT. EACH PARTY IS RESPONSIBLE FOR INSURING THE EQUIPMENT AND PROPERTY IT OWNS WITH COVERAGE CONSISTENT WITH INDUSTRY STANDARDS.

17. Indemnity. EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. FURTHER, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS WINDSTREAM FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH (I) ANY FAILURE BY CUSTOMER OR CUSTOMER'S END USERS TO COMPLY WITH WINDSTREAM'S ACCEPTABLE USE POLICY OR APPLICABLE LAW, OR (II) CLAIMS OF OWNERSHIP OR SUPERIOR RIGHTS TO CUSTOMER EQUIPMENT OR OTHER INTELLECTUAL PROPERTY BY A THIRD PARTY.

18. Force Majeure. Windstream shall be excused from, and shall have no liability, including service credits, with respect to, any delay or failure to perform hereunder caused by any event beyond its reasonable control, including but not limited to, (i) cable cuts or common carrier delays; (ii) actions, failures to act or delays by Customer or others authorized by the Customer to use the Service; (iii) failure of power, equipment, services or systems not provided by Windstream including but not limited to other providers' networks and interconnections to or from and connectivity with other Internet Service Providers' networks; (iv) Customer owned or leased equipment or facilities (i.e., Customer's PBX, Local Area Network (LAN); (v) during any period in which Windstream or its agents are not afforded access to the premises where access lines associated with the Services are terminated or the Customer elects not to release the Services for testing and/or repair and the Customer continues to use Services; (vi) maintenance (planned or emergency) or implementation of a Customer order that requires a Services interruption (Windstream reserves the right to schedule maintenance and upgrades to the network seven (7) days a week from 12a.m. to 6a.m. in the local time zone of the area being worked on without prior notice to Customer or upon reasonable advance notice outside these time frames); (vii) when a Service Outage has not been reported to Windstream or where there is a trouble reported, but no trouble found; and (viii) labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Windstream's reasonable control.

19. Disclaimer of Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WINDSTREAM'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. EXCEPT AS EXPRESSLY PROVIDED IN WINDSTREAM'S PRIVACY POLICY, WINDSTREAM HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WINDSTREAM'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

20. Emergency. Critical Lines. **CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT PROVIDE ACCESS TO 911 OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY.** Examples include voice over Internet protocol ("VoIP"), Centrex, Allworx Reach™ Application ("Allworx Reach™"), and private branch exchange. Additionally, because T1s and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. When using VoIP service or Allworx Reach™, Customer must timely update changes to their registered location for 911 services. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.

21. Miscellaneous. (a) Notices and Electronic Communications**Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's proposal or to Windstream at Windstream, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270,** *Windstreambusinesscustomersupport@windstream.com* **or at such other address provided to the other party**. CUSTOMER AGREES THAT WINDSTREAM MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WINDSTREAM'S SERVICES;(b) Applicable LawThis Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Nebraska law, without regard to its conflict of law principles. The parties agree to submit to the exclusive jurisdiction of federal courts in the state in which the Services are provided (or federal courts in Nebraska, if the Agreement covers multiple states) so long as diversity and the amount in controversy requirements are met, or a federal question is at issue;

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Contains Private and/or Proprietary Information. May not be used or disclosed outside NuVox except pursuant to a written agreement.

(c) Waiver of Jury Trial. **EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT;** (d) Statute of LimitationsNo claim may be asserted by either party against the other with respect to any event, act or omission for which a claim accrued more than two (2) years prior to such claim being asserted; the foregoing statute of limitations is not applicable to billing disputes, which are governed by the timeframe for disputes described in Section 4; (e) AssignmentEither party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer shall provide Windstream with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Windstream's advance written consent. Any attempted assignment in violation of this provision is void;(f) Third Party Beneficiaries: No third party shall be deemed a beneficiary of this Agreement; (g) Publicity: Customer agrees that Windstream may publicly disclose that Windstream is providing Services to Customer and may include Customer's name in promotional materials, including press releases;(h) Waiver: Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (i) Severability: : If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (j) Survival: Sections 16 through 21 survive after this Agreement ends; (k) Handwritten Changes: Handwritten changes are not binding on either party;(l) Use of Products in U.S.: Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At Windstream's request, Customer shall sign written assurances and other export-related documents as may be required for Windstream to comply with U.S. export regulations; (m) Representation on Authority of Parties/Signatories: Each person signing this Agreement represents and warrants that he or she is duly authorized in accordance with its corporate governance documents and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized in accordance with its corporate governance documents and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms; (n)Confidentiality: Except when this Agreement is required to be filed with a governmental authority or as may otherwise be required by local, state or federal freedom of information laws, the parties agree that this Agreement contains proprietary and confidential information and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of Windstream that are negotiating with Customer in order to execute this Agreement.

22. Service Specific Provisions:

For Dynamic IP Services Only:

Customer represents and warranties that it will immediately notify and post alternative dialing instructions to its end-users if any restrictions or limitations to access emergency 911 services a result from its actions including but not limited to: (a) Extending the origination of outbound calling capabilities of the Dynamic IP service outside of the Windstream Dynamic IP-serviceable area by means of private circuits, wireless service, public networks, the public Internet or other means; (b) Implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; or (c) Implementing call routing schemes within it applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points (PSAPs) other than the PSAP servicing the calling party end-user location.
Customer agrees to indemnify and hold Windstream harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access emergency 911 services as a result of customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using Windstream's dynamic IP service.

For Managed CPE Firewall Services Only:

Authorization to Perform Testing. . Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer hereby grants Windstream the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service. Customer acknowledges that the Managed CPE Firewall Service constitutes permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to Windstream are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify Windstream of such Host arrangement prior to the commencement of any Managed CPE Firewall Service; (ii) obtain Host's written consent for Windstream to provide the Managed CPE Firewall Service on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide Windstream with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between Windstream and Host in connection with the Managed CPE Firewall Service. Customer agrees to indemnify, defend and hold Windstream and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer' s failure to comply with this section. Customer will indemnify and hold Windstream and its suppliers harmless from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Managed CPE Firewall Service entail certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Managed CPE Firewall Service; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

With regard to any software components of the Firewall Device, Customer agrees it will not: (i) use or make any copies of the software; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, or distribute the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software. Customer agrees to indemnify, defend and hold Windstream and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees, which arise out of Customer's failure to comply with the foregoing.

PRIVATE/PROPRIETARY
Contains Private and/or Proprietary Information. May not be used or disclosed outside NuVox except pursuant to a written agreement.

windstream.
communications

ADDENDUM TO WINDSTREAM SERVICE TERMS AND CONDITIONS

This Addendum is entered between Windstream and **City of Pompano Beach, FL** ("Customer"), and amends the Windstream Service Terms and Conditions ("Agreement") between Windstream and Customer ("Parties"). This Addendum shall be effective for the Customer service locations and Proposal/Quote IDs listed on Exhibit A, attached.

The Agreement shall be deemed amended as follows:

TERM AND RENEWAL

The following shall be inserted in lieu of sentences one (1) and two (2) of Agreement **Section 1. Term and Renewal**:

> "This Agreement is effective June 1, 2015 ("Effective Date"), and will continue for the term set forth in the Proposal/Quote ID from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement (the "Term"). Upon expiration of the Term, by written consent of both parties in the form of an Amendment, this Agreement may be renewed for another 5 year term (a "Renewal Term"), until terminated or cancelled pursuant to its terms."

ADDITIONAL SERVICES

Additional Services may be added from time to time by Customer, which Additional Services will be co-terminus with the Term of the Agreement provided that (i) a minimum in-service period of one (1) year ("Minimum In-Service Period") shall apply for each Additional T1 circuit Service; (ii) the parties amend this Agreement to add the rate schedule applicable to such Additional Service; and (iii) the Minimum Monthly Fee shall be adjusted accordingly. In the event that the Term of the Agreement expires prior to expiration of the Minimum In-Service Period for any Additional Services, the Agreement shall continue in full force and effect with respect to such Additional Service only until expiration of the Minimum In-Service Period. In the event that Additional Services are terminated prior to the expiration of the applicable Minimum In-Service Period, Customer shall be responsible for payment to Windstream of an amount equal to the monthly recurring charges for such terminated Additional Service, multiplied by the number of months remaining in the applicable Minimum In-Service Period.

RATE INCREASES

It is the intent of the Parties that the monthly recurring charges and domestic usage rates will not change during the initial Term For the Services (if any) still subject to tariff filing requirements by the appropriate state or federal regulatory agency, in the event that Windstream changes its tariff and as a result there are material and adverse impacts on the rates charged to Customer (i.e. the Customer's rates are increased by more than 10%), then Customer may terminate the Agreement upon thirty (30) days written notice without further liability, other than to pay for service rendered up to the effective date of termination. The foregoing shall not apply to equipment or EFS arrangements or to changes to, additions of and/or increases in applicable fees, taxes, surcharges and assessments.

WAIVER OF EARLY TERMINATION CHARGES

Windstream and Customer hereby agree that Windstream will waive early termination charges associated with termination of Services for one Existing TDM T1 PRI on Account Number 4248322 in lieu of Customer's 5-year commitment for Services per the Proposal/Quote IDs and Account No. on the attached Exhibit A.

LOCATION TERMINATION

Notwithstanding anything to the contrary in the Agreement, Customer shall have the right, upon thirty (30) days written notice to Windstream, to terminate or reduce services at one or more of the locations without liability other than for Services rendered through the effective termination date, provided that the revenue for monthly services at the remaining

Customer Initials: GK

locations meet or exceed the combined Minimum Monthly Commitment ("MMC") outlined below. In the event the remaining Services do not cover the reduced combined MMC, Customer shall be liable to Windstream for the difference during the remaining term of the contract as covered by the Agreement.

For purposes of this Amendment, combined Minimum Monthly Commitment shall be eighty five percent (85%) of the total combined Monthly Recurring Charges ("MRC").

BUSINESS DOWNTURN

At any time after the first year of the Term, the Minimum Monthly Fee may, upon negotiation of the parties, be reduced if and to the extent that Customer's usage decreases as a result of a material downturn in Customer's business or the sale or consolidation of Customer's business units, which either or both events cause a significant reduction in Customer's need for the telecommunications services provided hereunder. The total reduction to the Minimum Monthly Fee shall not exceed more than twenty percent (20%) of the original Minimum Monthly Fee. If applicable, Customer acknowledges that there will be a corresponding modification to Customer's equipment credit/subsidy based on the reduced Minimum Monthly Fee. Customer may only invoke this clause one time during the term of the Agreement. Notwithstanding anything herein to the contrary, reduction to the Minimum Monthly Fee (if any) must pass Windstream's profitability standards, in its sole and reasonable discretion, and shall not alter Customer's obligations to purchase Services for the Term of the Agreement. Customer shall not be permitted to invoke this clause in the event that Customer has diverted or plans to divert any of its traffic to another provider.

INDEMNITY

The following shall be added to Agreement **Section 17. Indemnity** and to the extent in conflict shall supersede; only to the extent permitted by law, City shall indemnify Windstream:

"Nothing contained herein is intended nor shall be considered to waive customer's right and immunity under the common law of Section 768.28 of Florida Statutes."

The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

CITY OF POMPANO BEACH, FL (Customer)	**WINDSTREAM** (and its affiliates)
Signature:	Signature:
Authorized Rep (Printed Name): Lamar Fisher	Authorized Rep (Printed Name): Rob Rodier
Title: Mayor	Title: CM
Date: June 10, 2015	Date: 4/30/15

Also, See City Signature Page Attached.

Customer Initials:

windstream.
communications

Exhibit A

Summary of Proposals for City of Pompano Beach, FL
Five (5) Year Term

Proposal/ Quote ID Account #	Site Name	Services Offered	MRC
2475082	100 SW 3rd St	10 Mbps DyIP SIP, Interstate Long Distance @ $.025/min, DIDs, Installation Costs	$880.00
4196214	100 W Atlantic Ave	1-PRI T1 VoIP, 1-TDM T1 PRI, Interstate Long Distance @ $.025/min, DIDs, Installation Costs	$483.50
4192215	1201 NE 5th Ave	1-PRI T1 VoIP, 1-TDM T1 PRI, Interstate Long Distance @ $.025/min, DIDs, Installation Costs	$483.50
4362003	All Locations	75 1FB POTS Lines, Interstate Long Distance @ $.025/min, DIDs, Installation Costs	$1350.00
TOTAL			**$3,197.00**

PROPOSAL NOTES:

This proposal and all Windstream and its affiliates ("Windstream") services shall be governed by the terms and conditions of the Customer Service Agreement thereto by and between Windstream and Customer.

Each Party owns and reserves all rights to its own information, all information exchanged is confidential, and further disclosure is restricted unless required by law to be disclosed. If Customer wishes for information to be disclosed to any employee of Customer or other agent or third party, Customer may either add such employee, agent or third party as an authorized contact on Customer's account or otherwise authorize Windstream in writing to disclose particular information to such employee, agent or third party.

The above pricing does not include applicable federal, state or local taxes, E911 charges, or any other fees and surcharges including, but not limited to Universal Service Fund (USF) and Federal Administrative Fee (FAF), etc. Federal Subscriber Line Charge (FSLC), Network Cost Recovery Fee (NCRF), and Local Number Portability (LNP) fees are not applicable to bundled rates. NetPlus lines will incur FSLC, NCRF, and LNP fees.

If unblocked, International usage is available to Customer and will be billed per posted Terms and Conditions/Price List rates.

Windstream will provide CSU/DSU, Channel Bank, and Router if applicable. The customer may not request a specific brand or type of equipment. Internet Service requires property configured peer-to-peer or client/server Ethernet network capable of connecting to a router at 10BaseT connection.

Customer must subscribe to a minimum of one voice service (channel or call path) to qualify for LD Bucket Minutes. LD Buckets are not available on Net PLUS lines. LD Bucket minute rates vary based on term commitment. Interstate, Intrastate and 800 inbound usage will apply to LD Bucket Minutes. Any domestic usage above LD Bucket subscription amount and any Connect U and International will be billed at the rate per minute published in Windstream's currently-posted Terms and Condition/Price List(s). Unused Bucket minutes are subject to expiration at the end of the period specified in Windstream's currently-posted Terms and Condition/Price List(s).

CITY OF POMPANO BEACH, FL (Customer)	WINDSTREAM (and its affiliates)
By:	By:
Name: Lamar Fisher	Name: Rob Rodier
Title: Mayor	Title: CM

Also, See City Signature Page Attached.

Customer Initials:

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

_____
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11th day of June, 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:

KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Commd: EE874315
Expires 2/11/2017

_____
NOTARY PUBLIC, STATE OF FLORIDA

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

_____
Commission Number

C:\Users\zameug\Desktop\CITY SIGNATURE PAGE.doc

Will have updated insurance for second reading

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

7/17/2015

DATE (MM/DD/YYYY) 3/30/2015

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE AMERICAN INSURANCE COMPANY	
INSURER B : INDEMNITY INS. CO. OF N. AMERICA	
INSURER C : ACE Property & Casualty Insurance Co	20699
INSURER D : ACE Fire Underwriters Insurance Company	20702
INSURER E :	
INSURER F :	

INSURED
1077457
WINDSTREAM SERVICES, LLC
4001 RODNEY PARHAM ROAD
LITTLE ROCK AR 72212-2442

COVERAGES WINCO07 CERTIFICATE NUMBER: 12090743 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X 2MIL AGG PER LOC X 2MIL AGG PER PROJECT GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	HDOG27334398	7/17/2014	7/17/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 10,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	N	N	ISAH08821136	7/17/2014	7/17/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 4,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	XOOG27421635	7/17/2014	7/17/2015	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $ XXXXXXX
A B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	N WLRC47889200(AZ,CA,MA) WLRC47889194 (AOS) SCFC47889224 (WI)	7/17/2014 7/17/2014 7/17/2014	7/17/2015 7/17/2015 7/17/2015	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

APPROVED
RISK MANAGEMENT
ON: 04/01/15
BY JM.

CERTIFICATE HOLDER

12090743
CITY OF POMPANO BEACH
ATTN RISK MANAGER
PO BOX 1300
POMPANO BEACH FL 33061

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Joseph M Amello

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Meeting Date: September 8, 2015 Agenda Item 31

REQUESTED COMMISSION ACTION:

Consent	X Ordinance	Resolution	Consideration/ Discussion	Presentation

SHORT TITLE An ordinance approving and authorizing the proper city officials to execute a License agreement between the City of Pompano Beach and Creative City Collaborative of Pompano Beach, Inc.

Fiscal Impact: $825,505.00 – Account 001-3930-572-31-60

Summary of Purpose and Why:

The agreement is for cultural arts facility programming and management services for the Pompano Beach Amphitheater and the Pompano Beach Cultural Center for a term of one year. The City of Pompano Beach will contribute $825,505 as the city's support for the operation of the Amphitheater and Cultural Center.

PLEASE SEE ATTACHED MEMO WHICH REQUESTS THIS ITEM BE STRICKEN.

(1) Origin of request for this action: Staff initiated
(2) Primary staff contact: Mark Beaudreau, Recreation Programs Adm. Ext. 4191
(3) Expiration of contract, if applicable: October 1, 2015 – September 30, 2016
(4) Fiscal impact and source of funding: $825,505.00 – 001-3930-572-31-60

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	8/24/15		
Finance			
Risk Management			
Budget			
City Attorney			

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance		Resolution		Consideration	
Workshop					
1st Reading	9/8/2015	1st Reading		Results:	Results:
2nd Reading	9/22/2015				

#31

pompano beach
Florida's Warmest Welcome

MEMORANDUM

Parks, Recreation & Cultural Arts

MEMORANDUM 15-A114

DATE: August 28, 2015

TO: Dennis Beach, City Manager

FROM: Mark Beaudreau, Recreation Programs Administrator

SUBJECT: Strike Agenda Item #31 – September 8, 2015

Please strike item number 31(below) from the September 8, City Commission Agenda. We are striking the item as the City Attorney has advised us this agreement can be a resolution instead of an ordinance. We are continuing to work with the City Attorney, Internal Audit and the Contractor to prepare the new agreement, which we will place on the September 22, City Commission Agenda.

Item #31- P.H. 2015-99; ORD. NO. 2015-...
(PUBLIC HEARING 1ST READING)
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CREATIVE CITY COLLABORATIVE OF POMPANO BEACH, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

If you have any questions or concerns, please do not hesitate to contact me.

MB/afh

cc: Mark Berman, City Attorney
Fawn Powers, Assistant City Attorney
Barbara DeLeon, Internal Auditor
Scott Moore, Recreation Manager

ORDINANCE NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CREATIVE CITY COLLABORATIVE OF POMPANO BEACH, 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 License Agreement between the City of Pompano Beach and Creative City Collaborative of Pompano Beach, Inc., 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 Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

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

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

FP/ds
8/13/15
L:ord/2015-446f

Meeting Date: September 8, 2015 Agenda Item 32

REQUESTED COMMISSION ACTION:

Consent	X Ordinance	Resolution	Consideration/ Discussion	Presentation

SHORT TITLE **AN ORDINANCE AMENDING CHAPTER 155, "ZONING CODE," OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA, BY AMENDING SECTION 155.3708., DOWNTOWN POMPANO BEACH (DP) OVERLAY DISTRICT,"TO PERMIT DAY CARE CENTERS, ELEMENTARY AND MIDDLE SCHOOL WITHIN THE MIXED USE RESIDENTIAL (MUR) USE AREA IF FRONTING NE1ST STREET AND ABOVE A SECOND FLOOR AND ALSO WITHIN THE RESIDENTIAL SINGLE FAMILY (RS) USE AREA; AND AMENDING CHART TO REFLECT SAID CHANGES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Summary of Purpose and Why:

The applicant is requesting a text amendment to the Transit Oriented - Downtown Pompano Beach Overlay District (TO-DPOD) to allow for the development of a combination day care, elementary and middle school use within two separate Use Areas, the Mixed Use Residential (MUR) Use Area and the Residential Single Family [RS] Use Area. The applicant's request proposes to allow day care, elementary and middle school uses within the MUR and RS use areas in the TO-DPOD. Specifically the request stipulates:

1. Day Care Centers, Elementary and Middle Schools located within the MUR and fronting NE1st Street are permitted above the 2nd floor;" and
2. Day Care Centers, Elementary and Middle Schools or a combination of said uses having a minimum size of one (1) gross acre and abutting a more intense use category are permitted within the RS.

At the June 24, 2015 Planning and Zoning Board, hearing, the Board recommended denial in a 6 to1 vote, with Dwight Evans casting the dissenting vote.

(1) Origin of request for this action: Keith and Associates, Inc.
(2) Primary staff contact: Robin M. Bird/ Maggie Barszewski Ext. 7921
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	6/10/15	DENIAL	
City Attorney	7/2/15	CAC #2015-1167	
X City Manager			

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

City Attorney's Communication #2015-1167
July 2, 2015

TO: Maggie Barszewski, AICP, Planner

FROM: Gordon B. Linn, City Attorney

RE: Text Amendment Ordinance for Green Children's House Foundation, Inc.

As requested in your memorandum of June 26, 2015, Department of Development Services Memorandum #15-339, 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 155.3708., "DOWNTOWN POMPANO BEACH (DP) OVERLAY DISTRICT," TO PERMIT DAY CARE CENTERS, ELEMENTARY AND MIDDLE SCHOOLS WITHIN THE MIXED USE RESIDENTIAL (MUR) USE AREA IF FRONTING NE 1ST STREET AND ABOVE A SECOND FLOOR AND ALSO WITHIN THE RESIDENTIAL SINGLE FAMILY (RS) USE AREA; AND AMENDING CHART TO REFLECT SAID CHANGES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

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

Stacy A. Lyons (for)
GORDON B. LINN

GBL/jrm
l:cor/dev-srv/2015-1167

Attachment

ORDINANCE NO. 2015-_____

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 155.3708., "DOWNTOWN POMPANO BEACH (DP) OVERLAY DISTRICT," TO PERMIT DAY CARE CENTERS, ELEMENTARY AND MIDDLE SCHOOLS WITHIN THE MIXED USE RESIDENTIAL (MUR) USE AREA IF FRONTING NE 1ST STREET AND ABOVE A SECOND FLOOR AND ALSO WITHIN THE RESIDENTIAL SINGLE FAMILY (RS) USE AREA; AND AMENDING CHART TO REFLECT SAID CHANGES; 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 155.3708., "Downtown Pompano Beach (DP) Overlay District," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 155.3708. DOWNTOWN POMPANO BEACH (DP) OVERLAY

. . .

H. USE REGULATING PLAN AND MODIFIED USE STANDARDS.

1. Use Regulating Plan

a. All new and existing development shall comply with the standards found within the Use Regulating Plan and the Principal Uses Regulating Table. The Use Regulating Plan separates the DPOD into use areas. Table 155.3708.H.1.a lists the Use Areas with the requirements of Residential and Nonresidential Uses.

TABLE 155.3708.H.1.A: USE AREAS WITH REQUIREMENTS ON RESIDENTIAL AND		
USE AREA	RESIDENTIAL	NONRESIDENTIAL
MM-1: Mixed Use Main Street 1	Not Permitted on 1st Floor Optional on 2nd Floor Required on 3rd Floor and above	Required on 1st Floor Optional on 2nd Floor Not Permitted on 3rd Floor
MM-2: Mixed Use Main Street 2	Not Permitted on 1st Floor Optional on 2nd Floor and	Required on 1st Floor Optional on 2nd Floor and above
MUR: Mixed Use Residential	Optional on 1st and 2nd Floor Required on 3rd Floor and above[1]	Optional on 1st and 2nd Floor Not Permitted on 3rd Floor and above[1]
MO: Mixed Use Optional	Optional on all Floors	Optional on all Floors
RM: Residential Multifamily	Required on all floors	Not Permitted
RS: Residential Single Family	Required on all floors	Not Permitted[2]
MUCP: Mixed Use Commerce Park	Optional on all Floors	Required on all Floors
CC-1: Civic Campus 1	Not Permitted	Required on all floors
CC-2: Civic Campus 2	Optional on all Floors	Optional on all Floors
RO: Recreation / Open Space	Not Permitted	Required on all Floors
CF: Community Facilities	Not Permitted	Required on all Floors
PU: Public Utilities	Not Permitted	Required on all Floors
TR: Transit Facilities	Not Permitted	Required on all Floors

b. The Use Regulating Plan also depicts the location of the Historic Core and Historic Transition ~~Area s~~ Areas, which have modified use standards listed in Table 155.3708.H.2.

. . .

4. Modified Use Standards

The following use-specific standards are modified for the DPOD:

a. The following Health Care Uses are permitted provided there is no overnight treatment or stays:

. . .

[1] i. Day Care Centers, Elementary and Middle Schools located within the MUR and fronting NE 1st Street are permitted above the 2nd floor.

[2] j. Day Care Centers, Elementary and Middle Schools are permitted within the RS.

. . .

Table 155.3708.H.2: Principal Uses Regulating Table [PDF]

TABLE 155.3708.H.2: PRINCIPAL USES REGULATING TABLE																	
P = PERMITTED S = SPECIAL EXCEPTION BLANK = NOT PERMITTED 1 = 2nd Floor Only 2 = Not Permitted in Historic Core 3 = Not Permitted in Historic Transition																	
Use Types		Use Areas															
		MM1		MM2		MUR		MO	RM	RS	MUCP - All Floors	CC1 - All Floors	CC2 - All Floors	RO	CF	PU	TR
		1st & 2nd Floors	2nd Floor & above	1st floor	2nd Floor & above	1st & 2nd Floors	3rd Floor & above										
INSTITUTIONAL USES																	
Day Care (155.4206)	Adult Day Care Uses (2)	P	P (1)	P	P	P		P			P	P	P				
	Child Care Facility (2)	P	P (1)	P	P	P	P	P		P	P	P	P				P
Educational Uses (155.4207)	College or university	P	P (1)	P	P	P		P			P	P	P		P		P
	School, elementary						P			P							
	School, high																
	School, middle																
	Vocational or trade school																

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
7/2/15
L:ord/ch155/2015-406a

PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #15-044

DATE: July 2, 2015

TO: City Commission

FROM: Planning and Zoning Board/ Local Planning Agency

SUBJECT: Proposed Text Amendment to Zoning Code, Green Children's House
PZ#15-81000001

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on June 24, 2015, the Board considered a text amendment to the Transit Oriented – Downtown Pompano Beach Overlay District (TO-DPOD) to allow for the development of a combination day care, elementary and middle school use within two separate Use Areas, the Mixed Use Residential (MUR) Use Area and the Residential Single Family (RS) Use Area.

Staff has not made necessary findings to support the text amendment request, and it is in direct conflict with the record established to protect the single family neighborhood; therefore, Staff supports a recommendation of denial.

By a vote of 6-1, with Dwight Evans casting the dissenting vote, it is the recommendation of the Board that the TEXT AMENDMENT request be denied.

Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

kem
G:\Zoning 2009\Rezonings & LUPA's\2015\15-81000001 - Green Children's House Foundation\P&Z\P&Z Approval Memo 15-044.doc

CRA
POMPANO BEACH

P. O. Drawer 1300
Pompano Beach, FL 33061

Phone: (954) 786-5535
Fax: (954) 786-7836

MEMORANDUM

Date: **June 23, 2015**

To: **Planning & Zoning Board**

Through: **Kim Briesemeister, Co-Executive Director**
Chris Brown, Co-Executive Director

From: **Nguyen Tran, Northwest CRA Director**

Subject: **Proposed Text Amendments to Zoning Code, Greens Children's House**

Please accept this Memorandum as an objection to the proposed text amendments to the Zoning Code associated with Greens Children's House. The proposed text amendment would have an adverse impact to the adjacently zoned RS single family neighborhood. In addition, the text amendment would be inconsistent with the intent of an urban mixed-use residential type development as envisioned for the MUR.

P&Z
PZ15-81000001
24 JUNE 2015

pompano beach
Florida's Warmest Welcome

MEMORANDUM

Development Services

ADMINISTRATIVE MEMORANDUM NO. 15-313

DATE: June 10, 2015

TO: Planning and Zoning Board

VIA: Robin M. Bird, Director of Development Services

FROM: Maggie Barszewski, AICP, Planner

RE: Proposed Text Amendments to Zoning Code, Green Children's House
June 24, 2015 Meeting

15-81000001

Request
The applicant is requesting a text amendment to the Transit Oriented - Downtown Pompano Beach Overlay District (TO-DPOD) to allow for the development of a combination day care, elementary and middle school use within two separate Use Areas, the Mixed Use Residential (MUR) Use Area and the Residential Single Family [RS] Use Area.

The DPOD is a form-based, overlay Zoning District governed by a series of regulating plans, one of which is the 'Use Regulating Plan' delineating the areas where specified uses shall be permitted. The uses are specified by using two tables: Table 155.3708H.1.A (Attachment I) which delineates residential vs. non-residential use per floor / per Use Area; and Table 155.3708.H.2 (Attachment II – Excerpt) which lists the specific uses allowed in each Use Area. The applicant's request proposes changes to both of these tables (see Attachment III, underlined changes) for two locations. One is for property located at 307 NE 1st Street (lying in the MUR Use Area); and the other is for a parcel located at 400 NE 2nd Street (within the RS Use Area.) The applicant has an existing day care business at the 307 NE 1st Street location where the maximum height allowed for the MUR Use Area is 55 feet. The proposed text amendments are underlined in the attachment and are described as follows:

1. In Attachment III, Page 3, adding item "i. Day Care Centers, Elementary and Middle Schools located within the MUR and fronting NE1st Street are permitted above the 2nd floor."
2. In Attachment III, Page 3, adding item "j. Day Care Centers, Elementary and Middle Schools or a combination of said uses having a minimum size of one (1) gross acre and abutting a more intense use category are permitted within the RS.
3. In Attachment III, Page 4, adding "P" (permitted symbol) to Child Day Care Facility use in Mixed Use Residential (MUR) Use Area for 3rd floor and above; and in the Residential Single Family (RS) Use Area.
4. In Attachment III, Page 4, adding "P" to School, Elementary and School, Middle uses in MUR Use Area for 3rd floor and above; and in the RS Use Area.

The following page lists the DRC comments that were provided at the February 4, 2015 DRC meeting and provided to the applicant on March 9, 2015. Then the text amendment review standards and a staff analysis will follow.

DRC Comments

Engineering Dept.: 01-30-15: No review necessary.

Building Division.: The Building Division has no objections to the requested Plat Application

* Additional comments may follow throughout the remainder of the permitting process.
Buildings shall comply with the 2010 Florida Building Code, HVHZ requirements, and appropriate floodplain ordinances.
1. Provide Survey, to verify all elevations applicable to the site, in addition, elevations at plans and survey must be in NAVD format and noted at plans and survey.
2. In addition, be aware of the substantial improvement requirements as required by FEMA and the Building Code.

Landscape Division: Comments will be rendered at time of site plan submittal.

Waste Management: No Comments.

Fire Dept.: This P&Z application is able to meet all of the Fire Department requirements at this time for Site Plan Review. However, the petitioner shall maintain all proper fire department access and water supply requirements as per chapter 18 of NFPA 1 as amended from time to time.

*Additional comments may follow throughout the remainder of the permitting process. The buildings shall be in compliance with All NFPA Standards prior to receiving Fire Department approval.

Utilities: No water/sewer plans provided.

Zoning: Submittal requests changes to Table 155.3708.H.1.A. sub-section RS by indicating an asterisks. It would be clearer to use a double asterisks and add it to the Modified Use Standards item j (Section 155.3708H.4.j).
Also in the letter submitted by Mike Vonder Meulen of Keith & Associates, Inc., the applicant refers to a school use for grades K-8, which would include Elementary & Middle school levels of educational use; however, in the submittal it only provides for a change to include Elementary.

Staff needs additional time to research this requested text change. Further comments will be provided to the applicant within 30 days.

Comments provided after the 30-day review:
The applicant is proposing a text amendment to the Downtown Pompano Beach Overlay District "DPOD" (§155.3708) to allow for the development of a combination daycare and elementary school use. Staff cannot support the request as submitted, (amending Table 155.3708 H.1.A to permit Day Care Centers and Elementary Schools on certain floors of the MUR Use Area and to permit Day Care Centers and Elementary Schools within the RS Use Area).
However, based on the specific proposed location's unique conditions, including adjacency to other community facilities, the applicant may wish to revise the request to amend the Use Regulating Plan map's designation for the property from RS to CF.

Should the applicant wish to proceed with a text amendment, the applicant must submit the following:

- A conceptual site plan demonstrating how the site would function, particularly regarding parking, traffic, noise, and compatibility to adjacent properties. Specifically the conceptual site plan should address the following:

1. Required parking and circulation, setbacks, acknowledgement of the occupancy standards, an off-street parking lot, outdoor play area and compatibility buffer.
2. Please provide additional details regarding the maximum number of students and how much parking would be provided.
3. Please explain if the intent is to expand or replace the existing single family home and show how the look and character of the property would therefore be affected.
4. The school will not be allowed to use the right-of-way for drop off areas. Please provide a conceptual traffic circulation plan.
5. Please determine fire safety, evacuation requirements and other requirements and costs to ensure the building can meet safety codes necessary for assembly use, in this case, a school.

- A narrative that addresses the following:

1. Impacts on and compatibility with adjacency properties;
2. Site specific conditions that would provide for neighborhood compatibility;
3. Proposed integration with adjacent community facilities; and

4. One of the goals of the Land Use Plan Amendment and Rezoning process was to protect existing single family neighborhoods. Therefore the applicant shall provide outreach to the neighboring community. The narrative shall describe the outreach process and the support from the neighboring community. This can be demonstrated in attendance at civic association meetings and any other demonstrable form of documentation.

- Currently the Plat for the proposed subject property indicates the use of 3 single family units; please indicate how you will address the platting issue.

Planning: This application is misleading as K-8 is not merely just elementary school children, it is also middle school children, as evidenced by the PBMS located already located in the old Pompano neighborhood along NE 6th Street on an adequately sized property. Also, "The Green Children's Montessori School is doing extremely well and the founders are looking for opportunities to expand within their existing properties located within the DP Overlay District." A. They cannot expand at their existing Commercial location. B. Their "other" location is located on SF property, directly adjacent to and across the street from SF homes. This SF location is NOT an appropriate location for a middle school. C. The applicant is trying to slip this change past the directly adjacent neighbors, the neighborhood and not directly meet with and vet through the oldest neighborhood (and its Association) in the City. The applicant had every opportunity to present its changes to the Old Pompano Civic Association, which met Feb 2nd, and did not.

The applicant has provided a letter addressing the DRC comments and it is included as Attachment IV of this report.

Text Amendment Review Standards
Section 155.2402.C. states the following:

Text Amendment Review Standards
The advisability of amending the text of this Code is a matter committed to the legislative discretion of the City Commission and is not controlled by any one factor. In determining whether to adopt or deny the proposed amendment, the City Commission shall weigh the relevance of and consider whether and the extent to which the proposed amendment:

1. Is consistent with the comprehensive plan;
2. Does not conflict with any provision of this Code or the Code of Ordinances;
3. Is required by changed conditions;
4. Addresses a demonstrated community need;
5. Is consistent with the purpose and intent of the zoning districts in this Code, or would improve compatibility among uses and would ensure efficient development within the city;
6. Would result in a logical and orderly development pattern; and
7. Would not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

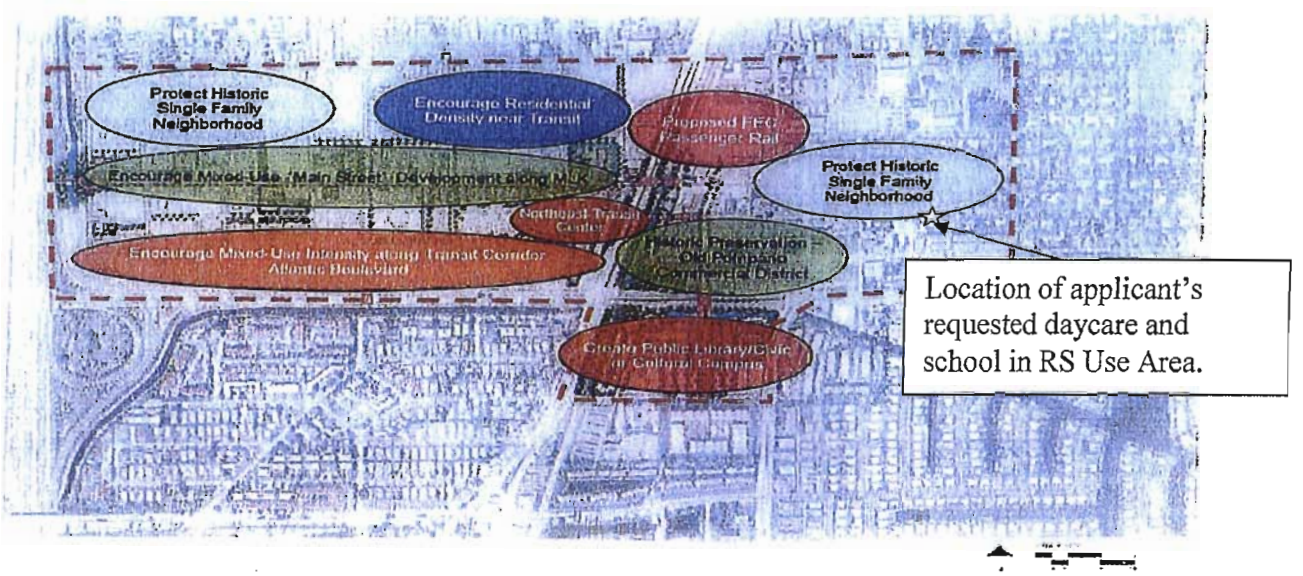
Staff's Analysis
1. Consideration of consistency with the comprehensive plan.

In the Comprehensive Plan there are Plan Implementation requirements for each of the land use designations listed in the Future Land Use Element. The Future Land Use designation of the DPOD is Transit Oriented Corridor (TOC) which requires under the "Guiding Principles and Procedures" section a special focus on the following aspects concerning "Land Use Compatibility:"

- Compatibility of adjacent uses by incorporating berms, fences, walls or other appropriate edge treatments along with building design elements that respect existing development.
- Building setbacks that increase compatibility between proposed and existing development.
- Service areas that do not impact adjacent residential development.
- All land uses, including institutional and utility uses, must be designed to be compatible with adjacent properties.

The applicant's submitted Conceptual Plan does not delineate the measures listed in any of the above items. There is no mitigating edge features presented that would provide for better compatibility with adjacent uses. It appears that service areas such as staking or drop-off could have significant adverse impacts on the historic single family neighborhood. The last item specifically states that all uses, including institutional, must be designed to be compatible with adjacent properties. Staff believes there has not been substantial competent evidence provided to ensure for compatibility.

Furthermore, the Downtown Pompano TOC Future Land Use designation was to be a tool to establish the City's urban center. Exhibits that were produced as data and analysis for said amendment included the TOC area graphically illustrated in a "Vision Plan" when it was reviewed by the Planning and Zoning Board as well as the City Commission. That "Vision Plan" is shown on the next page with the addition of the location of the subject property of the request depicted as a star on the bubble displaying the eastern "Protected Historic Single Family Neighborhood."



A massing analysis (Attachment V) was included as a Data and analysis exhibit in the Downtown Pompano TOC Future Land Use Plan Amendment (LUPA). This analysis establishes the areas intended for redevelopment. It excludes the subject property from the area expected to be redeveloped. On page 6 of the attachment, the property is within the un-numbered block just east of Block 52 and north of Block 55. The fact that this block is unnumbered is evidence it is within the area promised for protection as a single-family area and no additional entitlements were expected to be applied to this lot when the LUPA was approved.

In DRC comment 1, a conceptual plan (Attachment VI) was required to be submitted in order to evaluate how the day care, and two school uses could be developed in a manner that would accommodate compatibility with adjacent land uses. The conceptual site plan submitted by the applicant only pertained to the 400 NE 2 Street site, (the RS amendment), and has not demonstrated how the site would function, particularly regarding parking, traffic, noise, and compatibility to adjacent properties. Furthermore, the conceptual site plan did not specifically address the following:

- Required parking and circulation
- Setbacks,
- Compatibility buffer.

In the response to the DRC comment to provide a narrative to address compatibility with adjacent properties the applicant states that required setbacks will be met. The uses of a daycare and schools need particular mitigation treatment, especially when located in a residential area, in order to prevent harmful impacts on surrounding properties. The applicant's text amendment would make these uses permitted by right, without consideration of appropriate screening or drop-off and stacking measures, such as would be required in for instance a special exception use that would make the use less impactful to surrounding properties. Simply meeting the setbacks will not provide for the appropriate measures necessary for compatibility with adjacent properties.

2. Consideration of whether the request conflicts with any provision of this Code or the Code of Ordinances.

The request conflicts with Section 154.05 of the City's Code since it in not found to be in conformance with the Comprehensive Plan as stated in item 1 above.

> SECTION 154.05 CONFORMITY WITH COMPREHENSIVE PLAN.
> After the adoption of the comprehensive plan or any specific element therein, no development, either public or private, shall be permitted within the city, except in conformity with the comprehensive plan or each element or portion thereof.

3. Consideration of whether the request is required by changed conditions.

The DPOD Ordinance was approved September 24, 2013. Staff is unaware of any changed conditions that have occurred since that time that would warrant the proposed request.

4. Consideration of whether the request addresses a demonstrated community need.

The applicant states that the request would provide for existing and future demands for quality day care and education, but has not "demonstrated a community need." Furthermore, there are other properties that are not located within protected residential areas that could be used to augment the existing care and education of children living within Pompano Beach should the need be demonstrated.

5. Consideration of whether the request is consistent with the purpose and intent of the zoning districts in this Code, or would improve compatibility among uses and would ensure efficient development within the City.

The purpose of the DPOD is to establish and encourage an urban form that promotes transit usage and pedestrian-oriented development. Addressing this consideration, the applicant states that quality child care and education within walking distance to Downtown Pompano Beach is critical to the success of the redevelopment area.

Staff understands that this use would be supportive of the intent of the DPOD. However, considering the existing lack of dwelling units in the Downtown, the pick-up and drop-off by automobile will increase vehicular traffic in the neighborhood.

6. Consideration of whether the request would result in a logical and orderly development pattern.

The request would not result in a logical and orderly development pattern since it would be developed not in accordance with the LUPA that initiated the TOC. It would create incompatibilities for a protected residential area.

7. Consideration of whether the request would not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

The request would not significantly affect the natural environment.

Conclusion
The Development Services staff has not made necessary findings to support the text amendment request, and it is in direct conflict with the record established to protect the single family neighborhood; therefore, Staff supports a recommendation of denial.

ALTERNATIVE MOTIONS:

(1) Motion to recommend denial of the proposed Zoning Code text amendment as the Board finds the request to be inconsistent with the Comprehensive Plan Data and Analysis provided as record for the TOC Land Use Plan Amendment.

(2) Motion to table the proposed Zoning Code text amendment to provide time for any issues raised by the Board, Staff, Applicant or the general public.

(3) Motion to recommend approval on the condition the application is revised to change to either:

1. Special Exception with additional standards for compatibility; or
2. A text amendment to re-designate the parcel from RS to (CF).

(4) Motion to recommend approval as the Board finds the proposed Zoning Code text amendment compatible with the Comprehensive Plan.

Table 155.3708.H.I.A

TABLE 155.3708.H.I.A: USE AREAS WITH REQUIREMENTS ON RESIDENTIAL AND NONRESIDENTIAL USES		
USE AREA	RESIDENTIAL	NONRESIDENTIAL
MUR: Mixed Use Residential	Optional on 1st and 2nd Floor Required on 3rd Floor and above	Optional on 1st and 2nd Floor Not Permitted on 3rd Floor and above
MO: Mixed Use Optional	Optional on all Floors	Optional on all Floors
RM: Residential Multifamily	Required on all floors	Not Permitted
RS: Residential Single Family	Required on all floors	Not Permitted
MUCP: Mixed Use Commerce Park	Optional on all Floors	Required on all Floors
CC-1: Civic Campus 1	Not Permitted	Required on all floors
CC-2: Civic Campus 2	Optional on all Floors	Optional on all Floors
RO: Recreation / Open Space	Not Permitted	Required on all Floors
CF: Community Facilities	Not Permitted	Required on all Floors
PU: Public Utilities	Not Permitted	Required on all Floors
TR: Transit Facilities	Not Permitted	Required on all Floors

Attachment II

Table 155.3708.H.2 (Excerpt)

TABLE 155.3708.H.2: PRINCIPAL USES REGULATING TABLE

P = PERMITTED S = SPECIAL EXCEPTION BLANK = NOT PERMITTED 1 = 2nd Floor Only 2 = Not Permitted in Historic Core 3 = Not Permitted in Historic Transition

Use Types		Use Areas															
		MM1		MM2		MUR											
		1. & 2. Floors	2. Floor & above	1. floor	2. Floor & above	1. & 2. Floors	3. Floor & above	MO	RM	RS	MUCP - All Floors	CC1 - All Floors	CC2 - All Floors	RO	CF	PU	TR
RESIDENTIAL USES																	
Single Family Res. (155.4202)	Dwelling, Single-family (2) (3)									P							
	Family Care Home (2) (3)																
Household Living Uses (155.4202)	Dwelling, live/work		P		P	P	P	P			P		P				
	Dwelling, multifamily		P		P	P	P	P	P		P		P				P
	Dwelling, single-family (zero lot line)					P	P		P								
	Dwelling, mixed-use		P		P	P	P	P			P		P				P
Group Living Uses (155.4203)	Community residential home					P	P		P								
	Continuing care retirement community		P		P	P	P	P	P		P		P				
	Rooming or boarding house		P		P	P	P	P	P		P		P				
INSTITUTIONAL USES																	
Community Service Uses (155.4205)	Community center	P	P (1)	P	P	P		P				P	P		P		P
	Library																
	Museum																
	Senior center																
	Youth center																
Day Care (155.4206)	Adult Day Care Uses (2)	P	P (1)	P	P	P		P			P	P	P				
	Child Care Facility (2)	P	P (1)	P	P	P		P			P	P	P				P

TABLE 155.3708.H.2: PRINCIPAL USES REGULATING TABLE

P = PERMITTED S = SPECIAL EXCEPTION BLANK = NOT PERMITTED 1 = 2nd Floor Only 2 = Not Permitted in Historic Core 3 = Not Permitted in Historic Transition

Use Types		Use Areas															
		MM1		MM2		MUR											
		1. & 2. Floors	2. Floor & above	1. floor	2. Floor & above	1. & 2. Floors	3. Floor & above	MO	RM	RS	MUCP - All Floors	CC1 - All Floors	CC2 - All Floors	RO	CF	PU	TR
INSTITUTIONAL USES																	
Educational Uses (155.4207)	College or university	P	P (1)	P	P	P		P			P	P	P		P		P
	School, elementary																
	School, high																
	School, middle																
	Vocational or trade school																
Governmental Uses (155.4208)	Courthouse facility	P	P (1)	P	P	P		P				P	P		P		P
	Fire or EMS station																
	Government administration offices																
	Police station	P	P (1)	P	P	P		P				P	P		P		P
	Post Office																
Health Care Uses (155.4209)	Drug or alcohol treatment facility	S	S (1)	S	S	S		S			S	S	S				S
	Massage therapy establishment	P	P (1)	P	P	P		P			P	P	P				P
	Medical or dental clinic	P	P (1)	P	P	P		P			P	P	P				P
	Medical or dental lab	P	P (1)	P	P	P		P			P	P	P				
	Nursing home facility	P	P (1)	P	P	P		P			P	P	P				
	Psychiatric treatment facility	S	S (1)	S	S	S		S			S	S	S				S

Attachment III

Applicants proposed Changes to

Table 155.3708.H.I.A

&

Table 155.3708.H.2

TABLE 155.3708.H.1.A: USE AREAS WITH REQUIREMENTS ON RESIDENTIAL AND NONRESIDENTIAL USES

TABLE 155.3708.H.1.A: USE AREAS WITH REQUIREMENTS ON RESIDENTIAL AND NONRESIDENTIAL USES		
USE AREA	RESIDENTIAL	NONRESIDENTIAL
MM-1: Mixed Use Main Street 1	Not Permitted on 1st Floor Optional on 2nd Floor Required on 3rd Floor and above	Required on 1st Floor Optional on 2nd Floor Not Permitted on 3rd Floor and above
MM-2: Mixed Use Main Street 2	Not Permitted on 1st Floor Optional on 2nd Floor and above	Required on 1st Floor Optional on 2nd Floor and above
MUR: Mixed Use Residential	Optional on 1st and 2nd Floor Required on 3rd Floor and above *	Optional on 1st and 2nd Floor Not Permitted on 3rd Floor and above *
MO: Mixed Use Optional	Optional on all Floors	Optional on all Floors
RM: Residential Multifamily	Required on all floors	Not Permitted
RS: Residential Single Family	Required on all floors	Not Permitted*
MUCP: Mixed Use Commerce Park	Optional on all Floors	Required on all Floors
CC-1: Civic Campus 1	Not Permitted	Required on all floors
CC-2: Civic Campus 2	Optional on all Floors	Optional on all Floors
RO: Recreation / Open Space	Not Permitted	Required on all Floors
CF: Community Facilities	Not Permitted	Required on all Floors
PU: Public Utilities	Not Permitted	Required on all Floors
TR: Transit Facilities	Not Permitted	Required on all Floors

* * *

4. **Modified Use Standards**

The following use-specific standards are modified for the DPOD:

P&Z
PZ15-81000001
24 JUNE 2015

a. The following Health Care Uses are permitted provided there is no overnight treatment or stays:
   i. Section 155.4209.B (Drug and Alcohol Treatment Facility)
   ii. Section 155.4209.E (Medical or Dental Clinic)
   iii. Section 155.4209.I (Psychiatric Treatment Facility)
b. Community Center, Library, and Civic Centers owned or operated by the City or CRA are permitted to have accessory use of outdoor musical performances (located not totally and permanently enclosed within a building) and are exempt from the requirements to obtain a permit per City Code Section 132.26.
c. Civic Center shall be exempt from the requirement to be located on a lot with an area of at least five acres per Section 155.4211.A.3.a (Civic Center).
d. Arena, stadium, or amphitheater shall be exempt from the requirement to be located on a lot with an area of at least five acres per Section 155.4217.B.3.a (Arena, stadium, or amphitheater).
e. Parking Deck or Garage (as a Principal Use) and Parking Lot (as a Principal Use) shall be owned or leased by the City or the CRA. The design of the Parking Deck or Garage or Parking Lot shall be in a manner that encourages pedestrian and transit usage.
f. When directly abutting MLK Boulevard, Dixie Highway, or Atlantic Boulevard, or located within the Historic Core Area, eating and drinking establishments with outdoor seating shall be exempt from the restriction on sound production or reproduction machine or device per Section 155.4303.V.3.a (Outdoor Seating, including Sidewalk Cafes (as accessory to an eating and drinking establishment).
g. When directly abutting MLK Boulevard, Dixie Highway, or Atlantic Boulevard, or located within the Historic Core Area, the below listed uses shall not be subject to Section 155.4501 (Separation Requirements for Alcoholic Beverage Establishments).
   i. Bar or lounge (whether a principal use or an accessory use to a restaurant or hotel, and including any accessory outdoor seating);
   ii. Brewpub (whether a principal use or an accessory use to a hotel, and including any accessory outdoor seating);
   iii. Restaurant (whether a principal use or an accessory use to a hotel, and including any accessory outdoor seating);
   iv. Specialty eating or drinking establishment (whether a principal use or an accessory use to a hotel, and including any accessory outdoor seating);
   v. Hotel or motel; and
   vi. Community Center, Library, and Civic Centers owned or operated by the City or CRA.
h. Brewpubs may be permitted to produce up to 930,000 gallons of fermented malt beverage annually, provided they comply with the following standards:
   i. No more than 75% of the total gross floor area of the brewpub shall be used for the brewery function including, but not limited to, the brewhouse, boiling and water treatment areas, bottling and kegging lines, malt milling and storage, fermentation tanks, conditioning tanks and serving tanks;
   ii. At least 10% of the total gross floor area or 1,000 square feet whichever is greater, shall be used for an accessory commercial component (i.e., tasting room and retail showroom); and

*i. Day Care Centers, Elementary and Middle Schools located within the MUR and fronting NE 1st Street are permitted above the 2nd floor.

j. Day Care Centers, Elementary and Middle Schools or a combination of said uses having a minimum size of one (1) gross acre and abutting a more intense use category are permitted within the RS.

Table 155.3708.H.2: Principal Uses Regulating Table

TABLE 155.3708.H.2: PRINCIPAL USES REGULATING TABLE																	
P = PERMITTED S = SPECIAL EXCEPTION BLANK = NOT PERMITTED 1 = 2nd Floor Only 2 = Not Permitted in Historic Core 3 = Not Permitted in Historic Transition																	
Use Types		Use Areas															
		MM1		MM2		MUR		MO	RM	RS	MUCP - All Floors	CC1 - All Floors	CC2 - All Floors	RO	CF	PU	TR
		1st & 2nd Floors	2nd Floor & above	1st floor	2nd Floor & above	1st & 2nd Floors	3rd Floor & above										
INSTITUTIONAL USES																	
Day Care (155.4206)	Adult Day Care Uses (2)	P	P (1)	P	P	P		P			P	P	P				
	Child Care Facility (2)	P	P (1)	P	P	P	P	P		P	P	P	P				P
Educational Uses (155.4207)	College or university	P	P (1)	P	P	P		P			P	P	P		P		P
	School, elementary						P			P							
	School, high																
	School, middle						P			P							
	Vocational or trade school																

P&Z

PZ15-81000001
24 JUNE 2015

Attachment IV

Applicants DRC Response Letter

KEITH & ASSOCIATES, INC.
consulting engineers
301 East Atlantic Boulevard, Pompano Beach, Florida 33060-6643
Tel: 954-788-3400 Fax: 954-788-3500

June 1, 2015

Robin Bird, Development Services Director
Development Services Department
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33060

RE: DRC Response Letter to Text Amendment – Green Children's House
PZ15-81000001
K&A Project Number: 08498.00

Dear Mr. Bird;

On behalf of Green Children's House Foundation Inc., Keith and Associates, Inc. is providing a response to the DRC comments for the text amendment to the Downtown Pompano Beach (DP) Overlay District.

Below are the responses to the DRC comments for the proposed amendment:

...Based on the specific proposed location's unique conditions, including adjacency to other community facilities, the applicant may wish to revise the request to amend the Use Regulating Plan map's designation for the property from RS to CF.
Response: Green Children's House would prefer modifying the code text as proposed. Changing the designation to CF (Community Facilities) would make the existing home on the property which is occupied by the Louis family nonconforming.

- A conceptual site plan demonstrating how the site would function, particularly regarding parking, traffic, noise, and compatibility to adjacent properties. Specifically the conceptual site plan should address the following:

1. Required parking and circulation, setbacks, acknowledgement of the occupancy standards, an off-street parking lot, outdoor play area and compatibility buffer.
   Response: Green Children's House has provided a conceptual site plan including site layout and classroom layout. The new Platinum certified LEED House will aim to have a zero carbon footprint. To encourage alternate means of transportation the school will have slots for bikes to be locked encouraging students to bike to school thus reducing traffic congestion through the neighborhood. Green Children' House will encourage use of scooters, bikes and skateboards to enrich the community with rich foot traffic. The LEED architect/designers have been able to design the building and site plan with an innovative acoustic mitigation system. This material and state of the art school will be a beacon of innovation in the community. Allowing the opportunity to have the Green Children's House expand will complement the new generation of families, professionals and business owners that are moving into the Old Pompano Beach Area.

2. Please provide additional details regarding the maximum number of students and how much parking would be provided.

Response: The maximum number of students is proposed at 289. Based on the conceptual site plan and the City's Code requirements approximately 28 parking spaces would be required. The actual number of spaces would be determined at the time of site plan submittal.

3. Please explain if the intent is to expand or replace the existing single family home and show how the look and character of the property would therefore be affected.
   Response: Initially there will be no change to the existing single family home. The Louis family who are the founders of the Green Children's House would remain in the home.

4. The House will not be allowed to use the right-of-way for drop off areas. Please provide a conceptual traffic circulation plan.
   Response: Green Children's House will utilize the existing drop-off and pick-up on NE 1st Street at the facility located across the street just west of the new facility. BSO will be hired to ensure that students are dropped off safely with staff and escorted to their prospective areas with Green Children's House Security, staff, and other personal.

5. Please determine fire safety, evacuation requirements and other requirements and costs to ensure the building can meet safety codes necessary for assembly use, in this case, a House.
   Response: The building will be designed to meet or exceed all code requirements in terms of fire safety

- A narrative that addresses the following:

1. Impacts on and compatibility with adjacency properties;
   Response: The project will use the dimensional requirements of the RS sub-district in the DPOD. The new site plan adheres to the required setbacks and will offer 20,000 square feet of classrooms of the future that will provide a model school for schools that will buy into the network of Green House Methodology, practices and brand. The Green Children's House looks to offer a quality environment for Education. The school will provide each student with a minimum of 60 square feet per student enrolled. This is almost double what is recommended for quality classrooms and best practices, and 3 times the amount of space that a child in the Broward County Houses are afforded today.

2. Site specific conditions that would provide for neighborhood compatibility;
   Response: Currently the site is vacant. The Green Children House should have little to no impact on surrounding property given quality management and controls that are put in place to ensure minimal impacts to the neighbors and maximum benefits. The LEED architect/designers have been also able to design the building and conceptual site plan with an innovative acoustic mitigation system.

3. Proposed integration with adjacent community facilities; and
   Response: The Green Children's House intends to fully utilize and integrate the surrounding community facilities and local parks. Green Children's House intends to pay a user fee for the parks across the street which are currently underutilized. Green Children's House plans to negotiate for the use of the parking lot located across the street. Additionally, we will negotiate the use of the parking lot just west of the new school. Using existing and underutilized facilities is a key priority of the Green Children's House and consistent with Transit Oriented design.

4. One of the goals of the Land Use Plan Amendment and Rezoning process was to protect existing single family neighborhoods. Therefore, the applicant shall provide outreach to the neighboring community. The narrative shall describe the outreach process and the support from the neighboring community. This can be demonstrated in attendance at civic association meetings and any other demonstrable form of documentation.
   Response: Green Children's House has provided outreach to the surrounding community and neighborhood association. Green Children's House has spoken directly to many of the abutting single family property owners and made a presentation at the quarterly Old Pompano Beach Civic Association meeting on May 4th, 2015. Copies of the meeting minutes are included. Green Children's House will continue reaching out to the Old Pompano community to earn their trust and buy-in to the benefits of the project. Green Children's House will invite the community to see new rendering, site plan, and host a BBQ to encourage them to be a part of something special that will serve the community and their families for generations.

- Currently the Plat for the proposed subject property indicates the use of 3 single family units, please indicate how you will address the platting issue.
  Response: A plat note amendment application will be submitted to address the current note restriction during the site plan approval process.

Our office looks forward to discussing this the merits of the text amendment with the Planning and Zoning Board and City Commission. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Mike Vonder Meulen, AICP
Keith & Associates, Inc.

Cc: Dominique Louis, Green Children's House Foundation, Inc.

Attachment

Attachment V

Massing Analysis

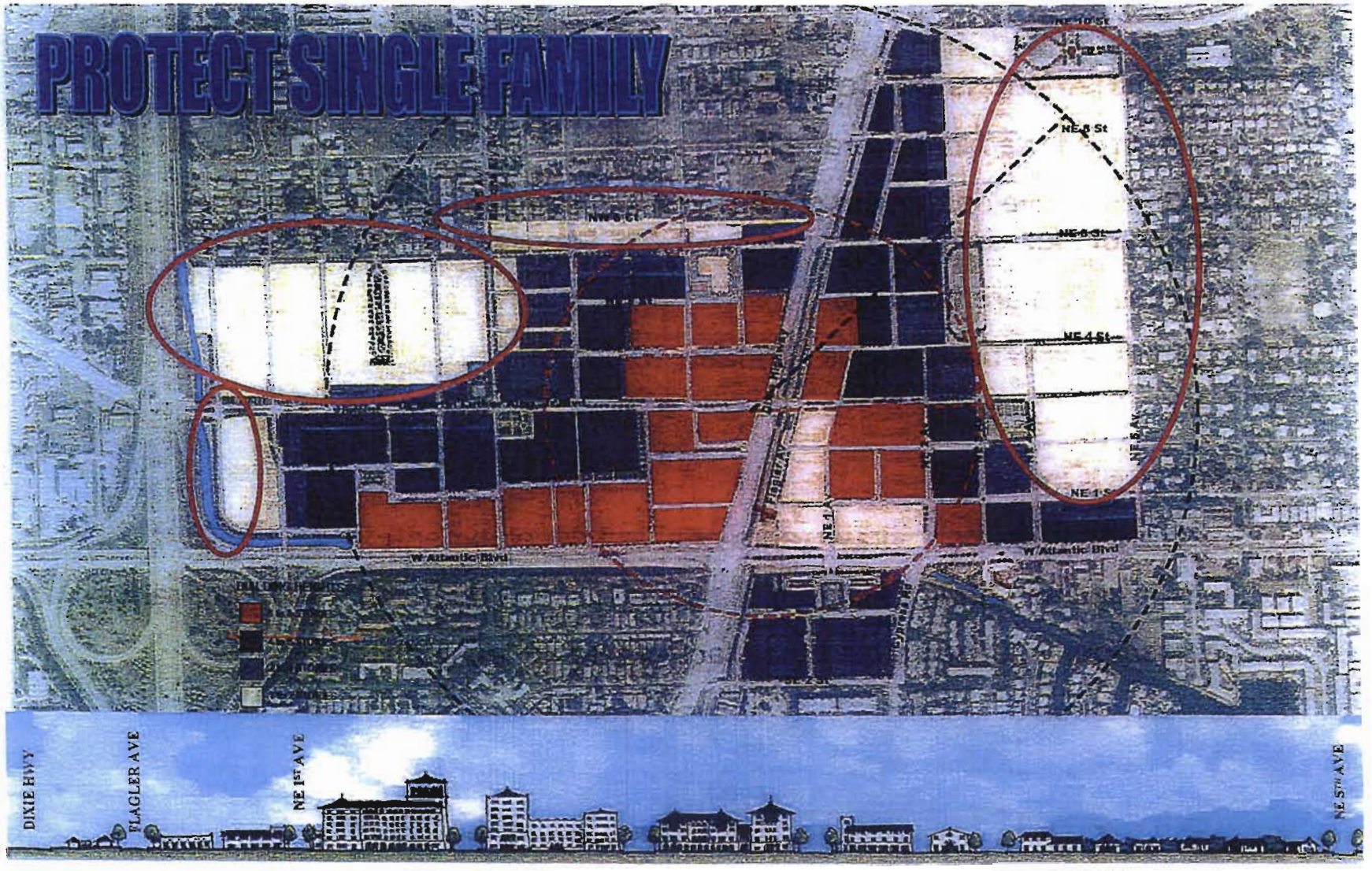
Data & Analysis to Transit Oriented Corridor

Land Use Plan Amendment

CRA
POMPANO BEACH

NW CRA Massing and Zoning Analysis
PROPOSED TRANSITION OF INTENSITIES

pompano beach



CRA
POMPANO BEACH

Downtown Pompano Transit Oriented Corridor (DPTOC)
EXISTING ZONING ANALYSIS

pompano beach

Current Zoning Development Criteria

Section 2

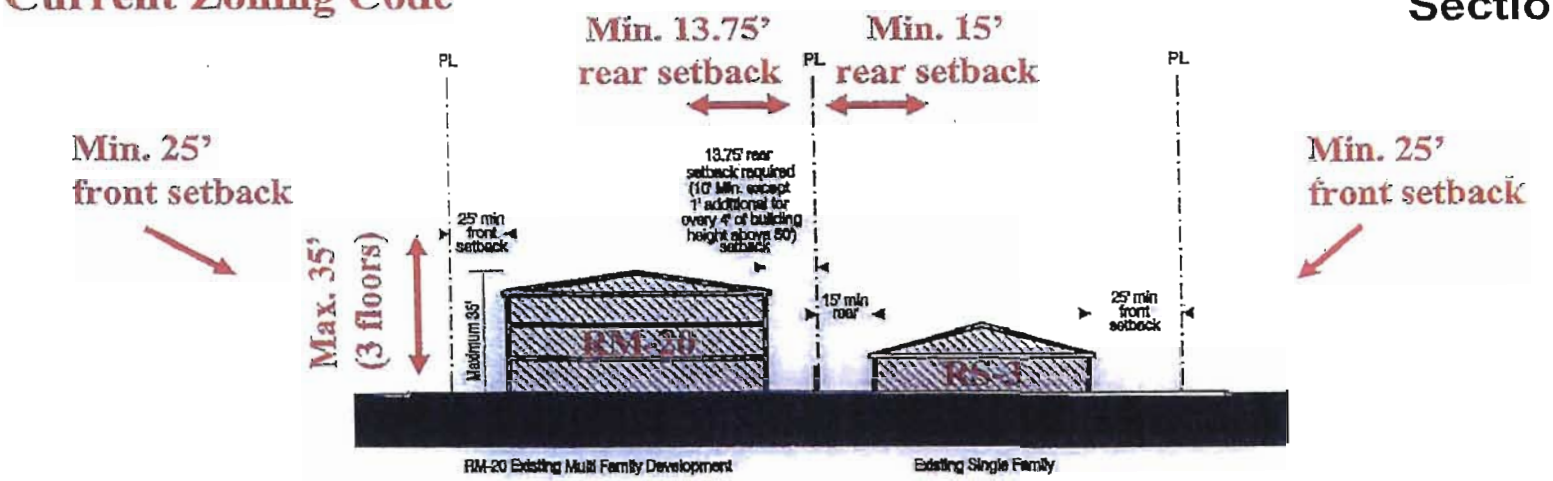
CRA POMPANO BEACH

Downtown Pompano Transit Oriented Corridor (DPTOC)
EXISTING ZONING ANALYSIS

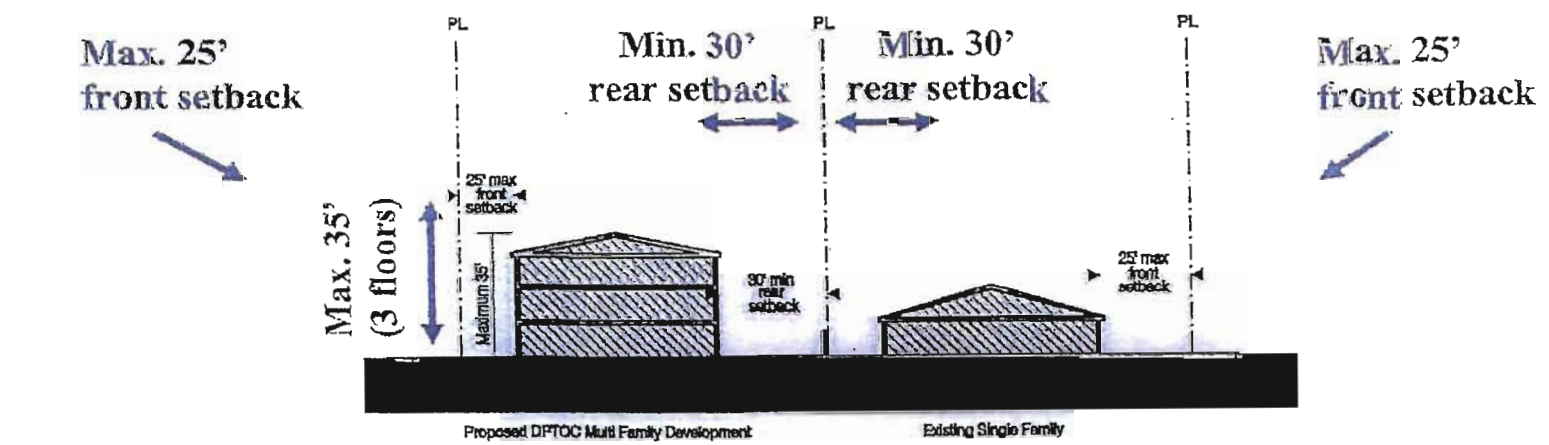
pompano beach

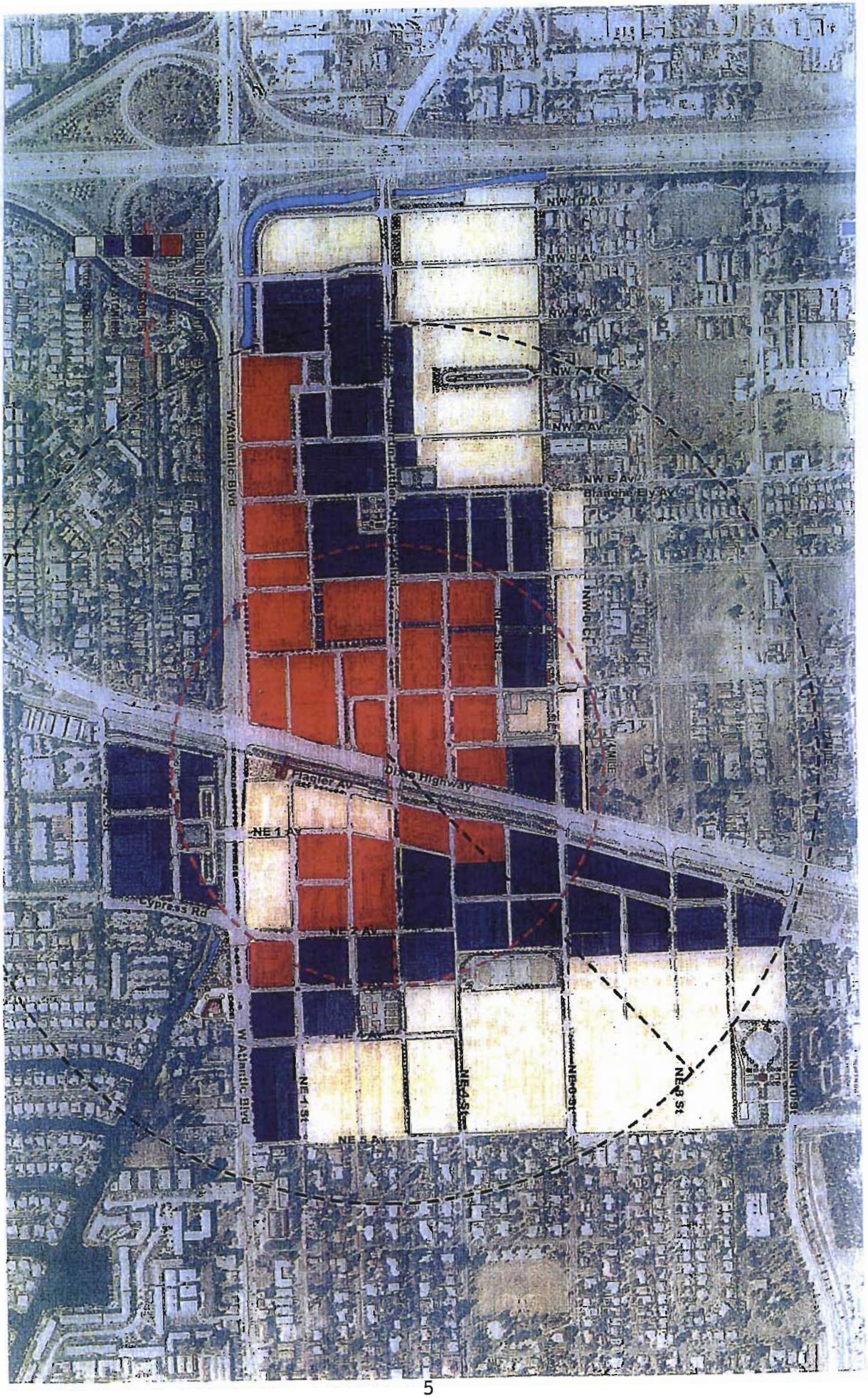
Section 2

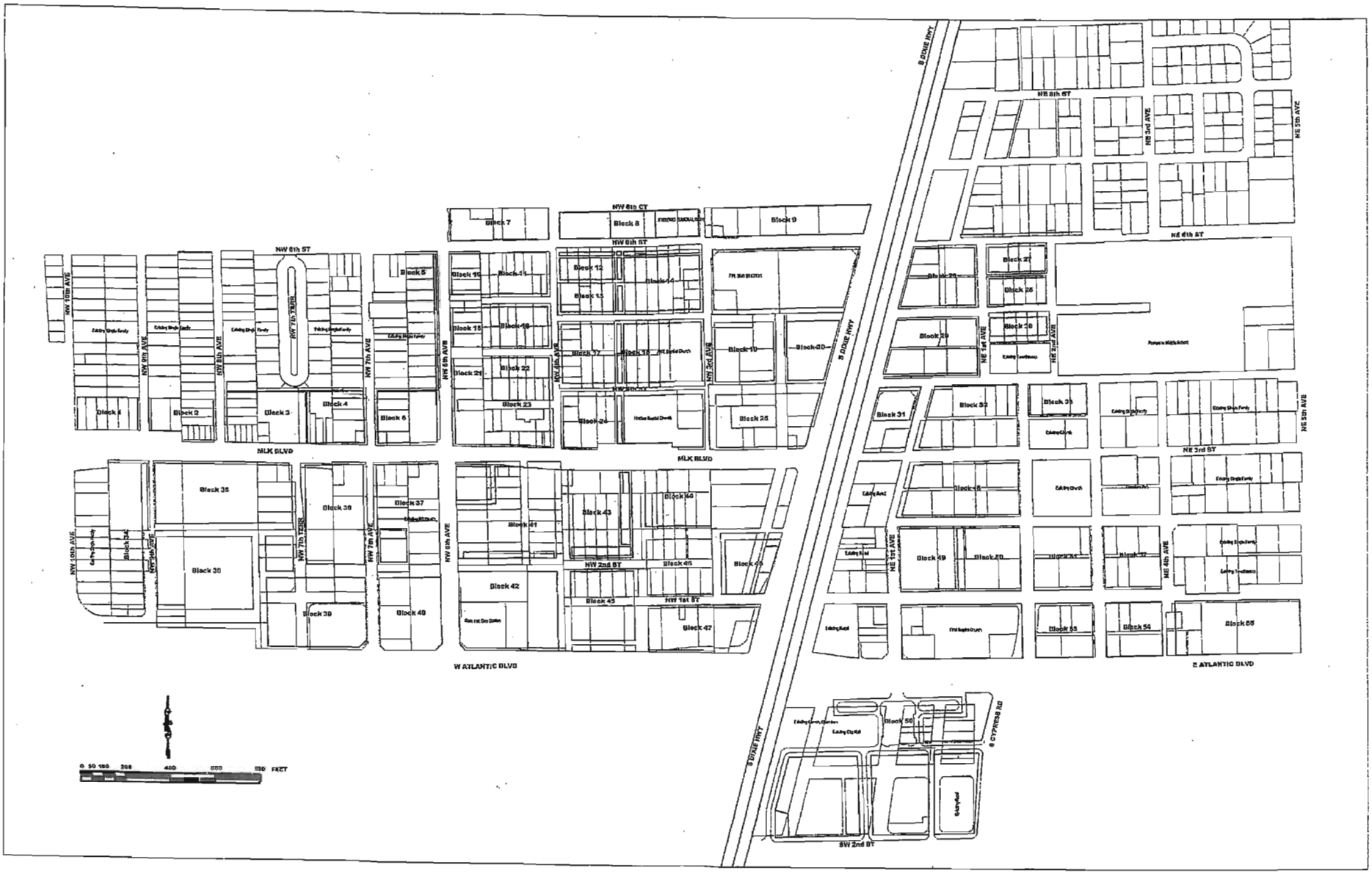
Current Zoning Code



Proposed T.O.C. Zoning Code




NW 10 Av
NW 9 Av
NW 8 Av
NW 7 Av
NW 2 Av
NW 6 Av
Blanche Ely Av
NW 6 Ct
W Atlantic Blvd
Dixie Highway
Flagler Av
NE 1 Av
Cypress Rd
NE 2 Av
NE 3 Av
NE 1 St
NE 4 St
NE 5 Av


NW 8th ST
NW 8th CT
NE 8th ST
NE 4th ST
NE 3rd ST
NW 2nd ST
NW 1st ST
SW 2nd ST
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Downtown Pompano Transit Oriented Corridor (DPTOC) Projected 50 Year Additional Buildout

Quadrant 1: Coleman Park

Block	Retail	Office	Retail/Office/ Other	Existing Office/Retail/ Other	Residential (Multi-Family)	Residential (Townhomes)	Existing Residential (Single Family)	Required Parking	Provided Parking (On-site)	Site Area (Acres)	Density (Units/Acre)
1	13200							44	56		
2	17000							56	56		
3	17000					10		76	76	0.5	20
4	11000					7		51	62	0.4	18
5	14000					14		74	76	1.2	12
6						8		16	16	0.8	10
Sub Total	72200	0	0	0	0	39	149	317	342		

Quadrant 2: Gateway

Block	Retail	Office	Retail/Office/ Other	Existing Office/Retail/ Other	Residential (Multi-Family)	Residential (Townhomes)	Existing Residential (Single Family)	Required Parking	Provided Parking (On-site)	Site Area (Acres)	Density (Units/Acre)
7						13		26	26	1.5	9
8				6300		12		24	24	1.2	10
9	19000							63	145		
10						6		12	12	0.5	12
11						36		54	54	1.3	28
12						9		18	18	0.5	18
13						48		72	72	0.7	69
14					130			260	260	1.9	68
15						6		12	12	0.5	12
16						36		54	54	1.3	28
17					184			368	400	1.5	123
18				17800		10		20	20	0.7	14
19	20448				201			470	480	1.7	118
20	11350				118			274	300	1.2	98
21						5		10	10	0.4	13
22						11		22	22	0.6	18
23	25700				54	13		193	204	2.8	24
24	21895			14450	86			244	300	1.2	72
25	38000				189			504	490	2.4	79
Sub Total	136393	0	0	38550	962	205	0	2700	2903		

Quadrant 3: Pompano Beach Middle School

Block	Retail	Office	Retail/Office/ Other	Existing Office/Retail/ Other	Residential (Multi-Family)	Residential (Townhomes)	Existing Residential (Single Family)	Required Parking	Provided Parking (On-site)	Site Area (Acres)	Density (Units/Acre)
26	7100				105			234	220	1.8	58
27						10		20	20	0.5	20
28						10		20	20	0.5	20
29	8400				185			398	400	2.2	84

30						10		20	20	0.5	20
31	12360				98			237	240	1.2	82
32	11300				225			488	640	2.6	87
33						10		20	20	0.5	20
				12700							
Sub Total	**39160**	**0**	**0**	**12700**	**613**	**40**	**43**	**1437**	**1480**		

Quadrant 4: Commerce Park

Block	Retail	Office	Hotel (300 rooms)	Existing Office/Retail/ Other	Residential (Multi-Family)	Residential (Townhomes)	Existing Residential (Single Family)	Required Parking	Provided Parking (On-site)	Site Area (Acres)	Density (Units/Acre)
34					72			144	120	2.2	33
35		244854			24			1025	1080		
36		178400						713	720		
37		57200		45717				228	250		
38		189000	29800					956	915		
39	75500	287400						1348	1360		
40	233600							934	910		
Sub Total	**309100**	**956854**	**29800**	**45717**	**96**	**0**	**11**	**5348**	**5355**		

Quadrant 5: Transit Village

Block	Retail	Office	Retail/Office/ Other	Existing Office/Retail/ Other	Residential (Multi-Family)	Residential (Townhomes)	Existing Residential (Single Family)	Required Parking	Provided Parking (On-site)	Site Area (Acres)	Density (Units/Acre)
41		113500		15076				442	113		
42	3600	49200		9282				208	656		
43	8400				185			398	440	2.6	71
44	14700				212			473	480	1.7	125
45	6600				262			546	565	2	131
46	41000				299			734	750	2.8	107
47	73400				174			593	610	2.2	79
Sub Total	**147700**	**162700**	**0**	**24358**	**1132**	**0**	**0**	**3394**	**3614**		

Quadrant 6: Old Pompano

Block	Retail	Office	Retail/Office/ Other	Existing Office/Retail/ Other	Residential (Multi-Family)	Residential (Townhomes)	Existing Residential (Single Family)	Required Parking	Provided Parking (On-site)	Site Area (Acres)	Density (Units/Acre)
48	18200				263			586	540	2.6	101
49	20448				201			470	480	1.7	118
50	20448				201			470	480	1.7	118
51					165			330	360	1.7	97
52					110			220	240	1.7	65
53	7100				138			300	330	1.4	99
54	7100				105			234	220	1.4	76
55	40900				187			510	480	3	62
				206135							

Sub Total	114196	0	0	206135	1370	0	0		3120	3130		

Quadrant 7: Civic Campus

Block	Retail	Office	Cultural Facilities	Existing Office/Retail/ Other	Residential (Multi-Family)	Residential (Townhomes)	Existing Residential (Single Family)	Required Parking	Provided Parking (On-site)	Site Area (Acres)	Density (Units/Acre)
56	7500	60500	89500					760	760		
				12180							
Sub Total	7500	60500	89500	12180	0	0	0	760	760		
	1/400 =	1/250									
TOTAL	826249	1180054	119300	339640	4173	284	203	17076	17584		
	2065 jobs	4,720 jobs.									

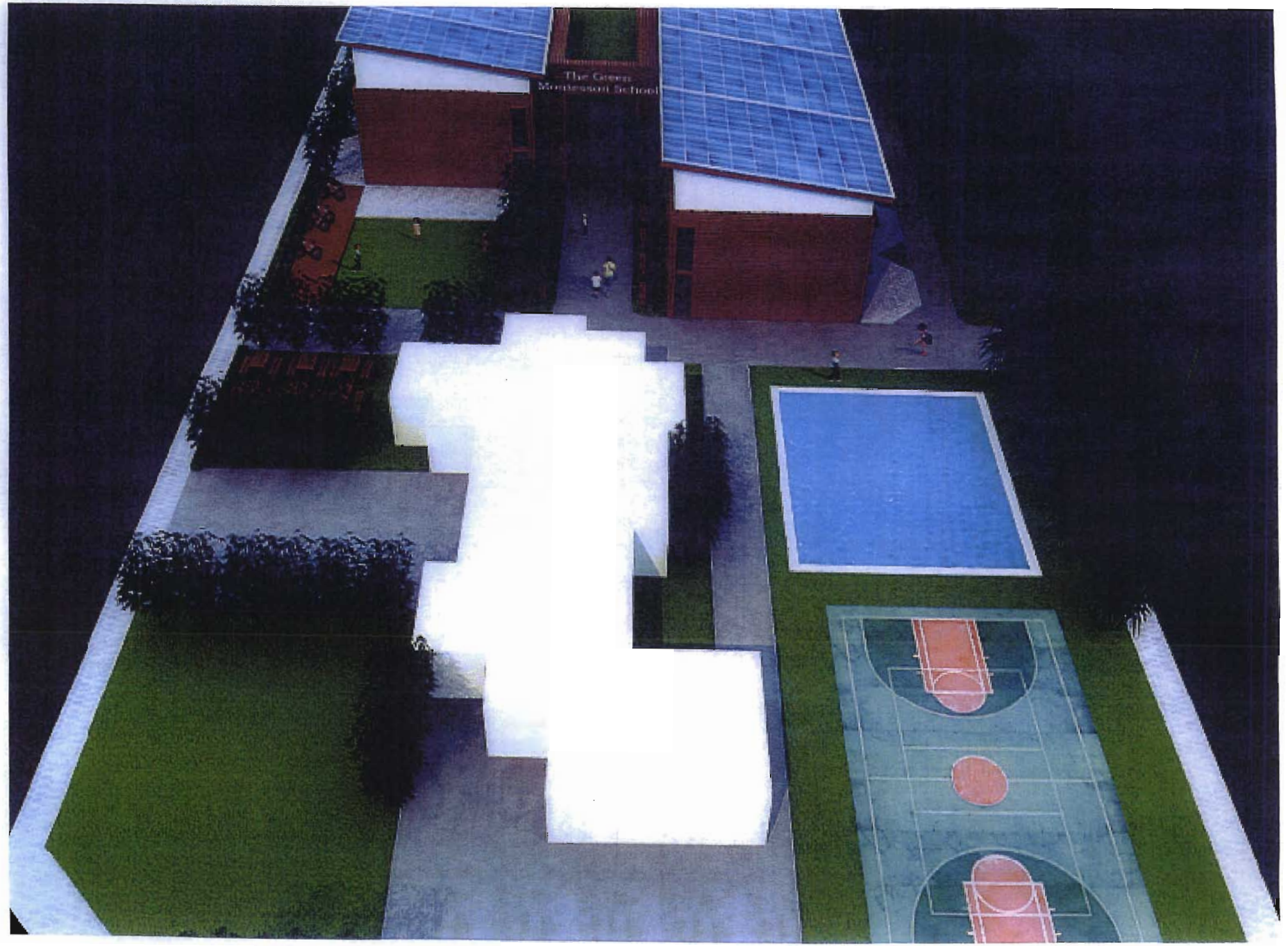
SUMMARY
Non-Residential: 2485243 square feet
Residential: 4660 units

Hotel = 330 jobs
retail = 2065 jobs
office = 4720
7,115 jobs = 5929 units. to ~~[illegible]~~ hence everyone walking here.
1.2 units per household

4660 / 5929 = 75%

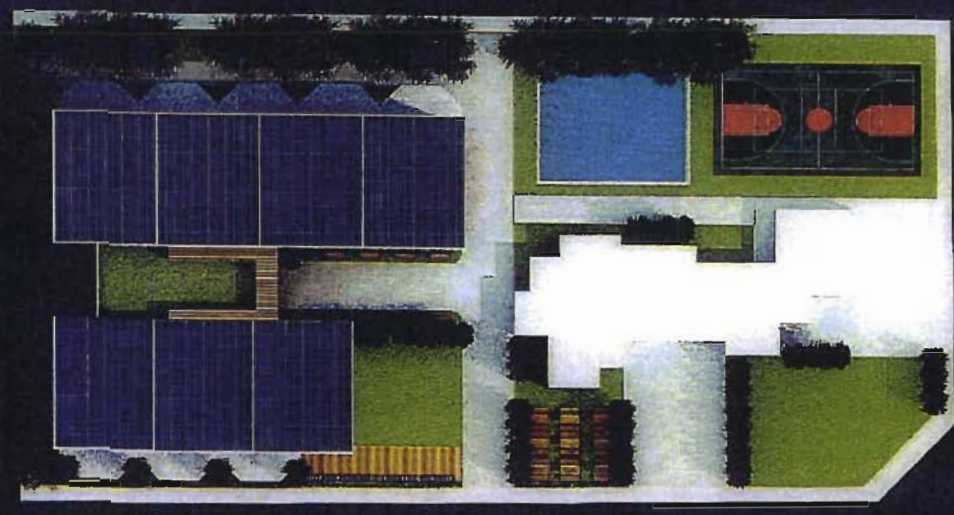
Attachment VI

Applicant's Conceptual Plan


The Green
Montessori School

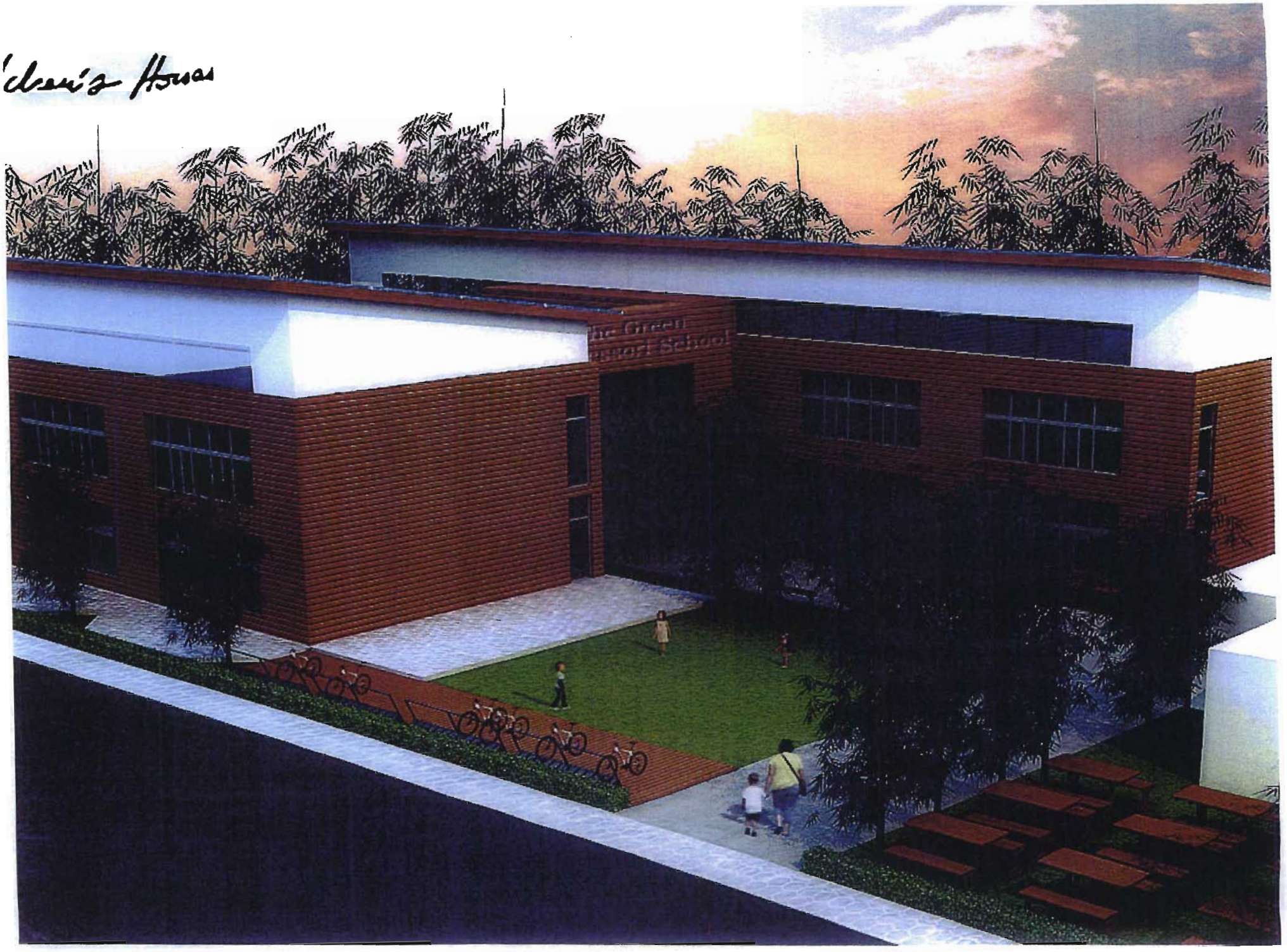
The Green Children's House 2.0

- 20,000 sq. ft
  State-Of-The-Art School
- LEED Platinum Certified
  Leading Environment
  Energy & Design
- World-Class Security 24X7
- Increase Utilization Parks
- Charter School K - 8



- High performing students focusing on: Science, Technology, Engineering, and Math
- Maximum Students Count 289
- Carbon Free-Zone with Walking and Biking encouraged (Minimizing traffic to 2nd Street)

'dsei's Hous



Text Amendment Application

N/A		DP
STREET ADDRESS		**Zoning District**
N/A		
Subdivision	**Block**	**Lot**

Representative or Agent's interest in property (Owner, Lessee, Etc)	
Has any previous application(s) been filed?	Yes ___ No ___
If Yes, give date of hearing and finding	

Agent or Representative	**Landowner (Owner of Record)**
Keith & Associates, Inc.	Green Children's House Foundation, Inc.
Business Name (if applicable)	**Business Name (if applicable)**
Michael Vonder Meulen, AICP, Senior Planner	Dominique Louis, Founder
Print Name and Title	**Print Name and Title**
Signature	**Signature**
January 8, 2015	January 8, 2015
Date	**Date**
301 East Atlantic Blvd.	307 NE 1st Street
Street Address	**Street Address**
Pompano Beach, FL 33060	Pompano Beach, FL 33060
Mailing Address City/ State/ Zip	**Mailing Address City/ State/ Zip**
954-788-3400	954-946-7215
Phone Number	**Phone Number**
mvondermeulen@keith-associates.com	dominique@greenchildrenshouse.com
Email	**Email**
Indicate your preferred medium to receive agendas and notifications: ___ Mail ___ E-Mail	Indicate your preferred medium to receive agendas and notifications: ___ Mail ___ E-Mail

pompano beach
Florida's Warmest Welcome

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

100 W. Atlantic Blvd Pompano Beach, FL 33060
Phone: 954.786.4634 **Fax:** 954.786.4666

Text Amendment Application

OWNER'S CERTIFICATE

This is to certify that I am the owner of the subject lands described in this application and that I have authorized the filing of the aforesaid application.

Owner's Name: (Print or Type) Green Children's House Foundation, Inc.

Address: 307 NE 1st Street

Pompano Beach, FL 33060

(Zip Code)

Phone: 954-946-7215

Email address: dominique@greenchildrenshouse.com

(Signature of Owner or Authorized Official)

SWORN AND SUBSCRIBED before me this 13th day of January, 2015.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print, stamp, or Type as Commissioned.)

MICHAEL J. VONDER MEULEN
Notary Public - State of Florida
My Comm. Expires Nov 2, 2018
Commission # FF 143433
Bonded Through National Notary Assn.

[✓] Personally know to me, or
[ ] Produced identification: _____
(Type of Identification Produced)

pompano beach
Florida's Warmest Welcome

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

100 W. Atlantic Blvd Pompano Beach, FL 33060
Phone: 954.786.4634 **Fax:** 954.786.4666

Text Amendment Application

155.2402. TEXT AMENDMENT

(Below is a summary of Section 155.2402. For the complete language, please refer to the Zoning Code)

REVIEW STANDARDS

(Each standard MUST be addressed in writing)

In determining whether to adopt or deny the proposed amendment, the City Commission shall weigh the relevance of and consider whether and the extent to which the proposed amendment:

1. Is consistent with the comprehensive plan;
2. Does not conflict with any provision of this Code or the Code of Ordinances;
3. Is required by changed conditions;
4. Addresses a demonstrated community need;
5. Is consistent with the purpose and intent of the zoning districts in this Code, or would improve compatibility among uses and would ensure efficient development within the city;
6. Would result in a logical and orderly development pattern; and
7. Would not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

PROCEDURE

1. Pre-Application conference with Principal Planner.
2. Review and comment by the Development Review Committee.
3. Recommendation by the Development Service Director.
4. Recommendation by the P&Z Board, following a public hearing.
6. Final Decision by the City Commission, following two public hearings.

APPLICATION CHECKLIST

The following copies shall be submitted to the Principal Planner. • **One (1) Original Copy** • **One (1) Digital Copy in PDF, unless otherwise indicated**	
☐	Application Fee: Appropriate fee as established by resolution of the City Commission.
☐	Completed application with original signatures.
☐	Legal description **(Digital copy in WORD)**
☐	Proof of ownership (owner's certificate form must be completed by owner).
☐	Written Narrative with original Zoning Code language, explanation of need for proposed revision, and a point-by-point response to each Review Standards/ Narratives must be on letterhead, dated, and with author indicated. **(Digital copy in WORD)**
The following copies shall be submitted to the Principal Planner. • **Ten (10) copies of the following documents:**	
☐	Proposed text change in an underlined/strikethrough format showing the changes from the currently adopted code section.

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

Florida's Warmest Welcome

100 W. Atlantic Blvd Pompano Beach, FL 33060
Phone: 954.786.4634 **Fax:** 954.786.4666

Text Amendment Application

N/A		DP
STREET ADDRESS		**Zoning District**
N/A		
Subdivision	**Block**	**Lot**

Representative or Agent's interest in property (Owner, Lessee, Etc)	
Has any previous application(s) been filed?	Yes ___ No ___
If Yes, give date of hearing and finding	

Agent or Representative	**Landowner (Owner of Record)**
Keith & Associates, Inc.	Green Children's House Foundation, Inc.
Business Name (if applicable)	**Business Name (if applicable)**
Michael Vonder Meulen, AICP, Senior Planner	Dominique Louis, Founder
Print Name and Title	**Print Name and Title**
Signature	**Signature**
January 8, 2015	January 8, 2015
Date	**Date**
301 East Atlantic Blvd.	307 NE 1st Street
Street Address	**Street Address**
Pompano Beach, FL 33060	Pompano Beach, FL 33060
Mailing Address City/ State/ Zip	**Mailing Address City/ State/ Zip**
954-788-3400	954-946-7215
Phone Number	**Phone Number**
mvondermeulen@keith-associates.com	dominique@greenchildrenshouse.com
Email	**Email**
Indicate your preferred medium to receive agendas and notifications: ___ Mail ___ E-Mail	Indicate your preferred medium to receive agendas and notifications: ___ Mail ___ E-Mail

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

100 W. Atlantic Blvd Pompano Beach, FL 33060
Phone: 954.786.4634 **Fax:** 954.786.4666

Text Amendment Application

OWNER'S CERTIFICATE

This is to certify that I am the owner of the subject lands described in this application and that I have authorized the filing of the aforesaid application.

Owner's Name: (Print or Type) Green Children's House Foundation, Inc.

Address: 307 NE 1st Street

Pompano Beach, FL 33060

(Zip Code)

Phone: 954-946-7215

Email address: dominique@greenchildrenshouse.com

(Signature of Owner or Authorized Official)

SWORN AND SUBSCRIBED before me this 13th day of January, 2015.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print, stamp, or Type as Commissioned.)

MICHAEL J. VONDER MEULEN
Notary Public - State of Florida
My Comm. Expires Nov 2, 2018
Commission # FF 143433
Bonded Through National Notary Assn.

[✓] Personally know to me, or
[ ] Produced identification: _____
(Type of Identification Produced)

Meeting Date: September 8, 2015 Agenda Item 33

REQUESTED COMMISSION ACTION:

Consent	Ordinance	X **Resolution**	Consideration/ Discussion	Presentation
___	___	___	___	___

SHORT TITLE: RESOLUTION ESTABLISHING A LOBBYIST REGISTRATION FEE

Summary of Purpose and Why:

In an effort to offset costs of recording, transcribing, administrating and maintaining lobbyist registration records, the City Clerk's Office is recommending establishing a Lobbyist Registration Fee. Additionally, pursuant to Section 34.402(G) of the City's Code of Ordinances, a resolution was drafted to allow such a fee to be established, a copy of which is attached for your consideration.

Listed below is a summary of the findings of a survey conducted of twenty-six (26) municipalities within Broward County. Please see Exhibit 1 for details.

Fee Charged	Number of Municipalities
No Fee	4
$25	1
$50	6
$75	1
$100	10
$150	4

Therefore, based on the data gathered from the survey, staff recommends establishing the following annual registration fees, which would be effective October 1, 2015 upon the Commission's approval:

Initial and annual lobbyist registration: $50; Each principal (initial registration only): $75.

Currently, there are 70 lobbyists and 70 principals registered with the City. Assuming the same level of registrations for next year, the fee would generate approximately $8,750.

Accomplishing this item supports achieving Initiative 3.3.7. "Explore establishing a lobbyist registration fee," as identified in our Strategic Plan.

(1) Origin of request for this action: City Clerk's Office
(2) Primary staff contact: Kervin Alfred/ 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 Attorney	8/10/15	Approve	City Attorney's Comm. #2015-1394
City Clerk's Office	8/25/15	Approve	
X City Manager			

ACTION TAKEN BY COMMISSION:

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

City Attorney's Communication #2015-1394

August 10, 2015

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2015 AUG 11 AM 11:09

TO: Kervin Alfred, Deputy City Clerk

FROM: Jill R. Mesojedec, Legal Assistant

VIA: Gordon B. Linn, City Attorney

RE: Resolution – Lobbyist Registration Fee

As requested in your memorandum dated August 5, 2015, City Clerk's Office Memorandum No. 2015-56, I have prepared and attached the following form of Resolution:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ESTABLISHING A LOBBYIST REGISTRATION FEE AND PROVISIONS FOR FAILURE TO PAY THE FEE; PROVIDING AN EFFECTIVE DATE.**

If I may be of further assistance, please feel free to contact me.

JILL R. MESOJEDEC

l:cor/clerk/2015-1394
Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ESTABLISHING A LOBBYIST REGISTRATION FEE AND PROVISIONS FOR FAILURE TO PAY THE FEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 34.402 of the Code of Ordinances of the City of Pompano Beach, lobbyists are required to register with the City prior to engaging in lobbying activities; and

WHEREAS, pursuant to Section 34.402 (G) a fee may be established by resolution adopted by the City Commission to offset the cost of recording, transcription, administration or any other costs incurred in compiling and maintaining these records and making them available to the public; now, therefore,

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

SECTION 1. That a Lobbyist Registration Fee is hereby approved and adopted pursuant to Section 34.402 (G) of the Code of Ordinances of the City of Pompano Beach, Florida as follows:

Initial and annual lobbyist registration	$50.00
Each principal (initial registration only)	$75.00

The lobbyist registration fees shall be due commencing October 1, 2015 and each year thereafter, and shall be paid to the City Clerk along with the following:

a. an updated application made under oath including a list of current principals and any other revisions to an application on file with the City Clerk; and

b. the initial fee for each principal shall be due regardless of whether such principal was previously registered; and

c. the annual lobbyist registration fee.

If any of the fees provided are not paid on or before January 2 of the year in which the fees are due, the lobbyist's name shall be removed from the lobbyist register kept by the City Clerk and the lobbyist shall no longer be considered to be registered in conformance with Section 34.400 to 34.405 of the Code of Ordinances. The name of a principal that is not included on the annual updated application provided in accordance with subsection b. of Section 1 of this Resolution shall be removed from the list of principals registered by that lobbyist. If lobbying activities are conducted by a person that has not paid their fees as provided herein, he or she shall be in violation of Section 34.400 to 34.405 and punishable as provided therein.

SECTION 2. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

GBL/jrm
8/10/15
l:reso/2015-442

EXHIBIT 1

Municipality	Lobbyist Registration Fee	Registration & Fees Applied	Period	Special Exceptions
Plantation	$25	Per matter/client/lobbyist	January 1 - December 31	
Coconut Creek	$50	Per principal (Individual/Firm)	October 1 - September 30	
Cooper City	$50	Per matter/client/lobbyist	January 1 - December 31	
Hollywood	$50	Per matter/client/lobbyist	August 1 - July 31	
Lauderdale-By-The Sea	$50	Per lobbyits/firm	January 1 - December 31	
Pembroke Pines	$50	Per lobbyist/firm	January 1 - December 31	
Davie	$50	Per firm/client	1 year from date of registration	
Coral Springs	$100	Per matter/client/lobbyist	1 year from date of registration	
Dania Beach	$100	Per lobbyist/firm	January 1 - December 31	
Hallandale Beach	$100	Per matter/client/lobbyist	1 year from date of registration	
Lauderdale Lakes	$100	Per lobbyist/firm	1 year from date of registration	
Lauderhill	$100	Per matter/client/lobbyist	1 year from date of registration	
Lighthouse Point	$100	Per matter/client/lobbyist	January 1- December 31	
Margate	$100	Per lobbyist/firm	October 1 - September 30	
Miramar	$100	Per principal (Individual/Firm)	January 1- December 31	
North Lauderdale	$100	Per client	January 1 - December 31	
Weston	$100	Per matter/client/lobbyist	January 1- December 31	
City of Wilton Manors	$150	Per firm	1 year from date of registration	
Deerfield Beach	$150	Per lobbyist/firm	July 1 - June 30	
Parkland	$150	Per lobbyist/firm	January 1 - December 31	
Tamarac	$150	Per lobbyist/firm	January 1 - December 31	
City of Fort Lauderdale	$150 Principal; $75 Lobbyist	Per principal (Individual/Firm)/lobbyist	October 1 - September 30	All Principals remain on the list indefinitely. Each lobbyist from the firm renew annually for $75.
Hillsboro Beach	No Fee	N/A	January 1 - December 31	Each lobbyist is required to submit an annual registration.
Oakland Park	No Fee	Per lobbyist/firm/matter	N/A	
Pembroke Park	No Fee	N/A	N/A	
Sunrise	No Fee	Per lobbyist/firm	October 1 - September 30	

Print

Pompano Beach, Florida Code of Ordinances

LOBBYISTS

§ 34.400 INTENT AND PURPOSE.

The City Commission determines and declares that, to maintain the integrity of the government decision-making process, the City Commission, staff and residents have a legitimate need to know certain information about the activities of lobbyists, as defined in this subchapter. The City Commission also finds that lobbying, as defined in this subchapter, is a legitimate form of free speech, which is frequently an important and necessary part of the legislative process. As such, this subchapter seeks to impose the least burden which is reasonably necessary on lobbyists, in order to satisfy this public need for information.

(Ord. 2003-6, passed 10-8-02)

§ 34.401 DEFINITIONS.

The following definitions shall apply unless the context clearly indicates or requires a different meaning.

LEGISLATION. Any ordinance, resolution, contract, bid award, action, decision or proposal of any kind that is the subject of present or prospective action by the City Commission, a city board or committee; or any action, decision or recommendation of the City Manager or city staff regarding any legislation to be considered or foreseeably to be considered by the City Commission, city board, or committee. Legislation does not include hearings before a Special Master in Code Enforcement.

LOBBYING. Communicating directly or indirectly, either in person, by telephone, letter, electronic means or other method with the City Commission, city board or committee or any member thereof or the City Manager or city staff for the purpose of influencing legislation or other official action. LOBBYING does not include the activities of a person undertaken in connection with a request for information, the submission of an application for a city permit, making inquiries regarding such application or providing any information required to be submitted in support of such application.

LOBBYING EXPENDITURES. Any payment, disbursement, service, consideration, expenditure, transfer or any funds or thing of value, or favor, including but not limited to gifts, entertainment, entertainment expenses, travel, travel expenses, advertising, donations, printing, postage (other than nominal amounts) and other distribution and courier expenses, services, employment, solicitation of employment, and solicitation of consideration and other things of value from others, whether or not the value can be ascertained. This term does not include nominal expenditures for office supplies nor the value of utilities and other office expenses incurred in the ordinary course of business and not incurred specifically for the purpose of one or more lobbying efforts.

LOBBYIST. Any person who engages in lobbying either directly or that does so indirectly by the solicitation of others to engage in lobbying activities.

PERSON. Any individual, business, corporation, association, firm, partnership, nonprofit organization or other organization or group.

(Ord. 2003-6, passed 10-8-02)

§ 34.402 LOBBYING REGISTRATION AND STATEMENTS.

(A) Registration required. Except as provided in § 34.404, prior to engaging in lobbying activities, every lobbyist shall file with the City Clerk and provide under oath the following information:

(1) The lobbyist's full name, business address and name and nature of business, occupation or profession;

(2) The name, business address and name and nature of the business, occupation or profession of each of the lobbyists' principals;

(3) The general and specific subject matters that the lobbyist seeks to influence;

(4) The extent of any direct business association by the lobbyist with any current elected or appointed official or employee of the City of Pompano Beach. For the purposes of this subchapter, the term DIRECT BUSINESS ASSOCIATION shall mean any mutual endeavor undertaken for profit or compensation; and

(5) A lobbyist representing a person shall, prior to engaging in lobbying, receive appropriate written authorization from said person to lobby on that person's behalf upon a particular subject matter. A copy of the applicable documentation, including but not limited to letters, agreements, minutes, motions or other evidence of action authorizing the lobbyist to lobby on behalf of the person shall be provided with the information required by this subchapter.

(B) Beginning October 1, 2003, a registered lobbyist shall submit to the City Clerk's office a signed statement under oath, listing all lobbying expenditures related to City of Pompano Beach lobbying activities incurred in the past 12 months and the sources of funds for such expenditures. The statement of expenditures for the period from October 1 to September 30, shall be filed no later than October 15 of each year. Lobbying expenditures shall not include the lobbyist's own personal expenses for lodging, meals and travel. Said statements shall be rendered in the form provided by the City Clerk. A statement shall only be filed if there have been expenditures during a reported period. Discontinuance of lobbying activities during a year shall not relieve the lobbyist from the requirement of filing the statement required by this subsection for that portion of the year during which the lobbyist was engaged in lobbying activities.

(C) Completed registration forms and statements of lobbying expenditures shall be public records and open to public inspection.

(D) Each person who withdraws as a lobbyist for a particular person shall file with the City Clerk notice of withdrawal as a lobbyist for that person.

(E) List of current lobbyists. The City Clerk's office shall maintain a current list of registered lobbyist and all documentation required under this subchapter.

(F) List of principals. A lobbyist shall file a separate statement for each principal on whose behalf he or she lobbies.

(G) Registration fee. An annual lobbyist registration fee may be established by resolution adopted by the City Commission. Such fee shall be for the purpose of providing funding to the city to offset the cost of recording, transcription, administration or any other costs incurred in compiling and maintaining these records and making them available to the public.

(H) Term of registration. Registration filed in conformance with this section shall be for a term of one year from the date of filing. Should lobbying activities exceed the one year term, registration must be recommenced as provided in division (A) above. Registration that is not renewed within the one year period shall expire, may not be relied upon by the lobbyist, and the City Clerk shall remove the name of the lobbyist from the city's list of active lobbyists.

(I) Termination of registration. Should lobbying activities cease, and if desired by a lobbyist, a termination of registration form may be filed with the City Clerk and upon filing registration shall be terminated, no further lobbying activities shall be permitted, and the City Clerk shall remove the name of the lobbyist from the city's list of active lobbyist.

(Ord. 2003-6, passed 10-8-02; Am. Ord. 2014-55, passed 9-9-14)

§ 34.403 STATEMENT OF REPRESENTATION.

All persons engaging in lobbying activities must make a statement of representation at the beginning of their conversation, presentation, letter, telephone call, e-mail or facsimile transmission or other method of communication with the City Commission, city board or committee or any member thereof or the City Manager or city staff, stating the name of the principal for whom he or she is lobbying.

(Ord. 2003-6, passed 10-8-02)

§ 34.404 PERSON EXCLUDED.

The following persons shall not be required to register or make a statement of representation:

(A) Any person who in his or her individual capacity communicates with the City Commission, city board or committee or member thereof or City Manager or city staff for the purpose of self-representation without compensation or reimbursement for such communication, to express support of or opposition to any legislation.

(B) Any person who lobbies as a representative of a not-for-profit corporation or entity such as a homeowners' association without compensation or reimbursement for the appearance.

(C) Any public officer, employee or appointee who only appears in his or her official capacity.

(D) Any person who, pursuant to the terms of a collective bargaining agreement, has been designated, and so recognized by the city as being a representative of a collective bargaining unit composed of city employees.

(Ord. 2003-6, passed 10-8-02)

§ 34.405 PENALTIES.

(A) The City Attorney or City Manager, or their designee, shall be informed of any person engaged in lobbying activities who has failed to comply with the registration, reporting requirements and prohibitions of this act and, in each such instance, shall conduct such investigation as he or she shall deem necessary under the circumstances. The results of each investigation shall be reported to the City Commission.

(B) The City Commission may warn, reprimand, or censure the violator or may suspend or prohibit the violator from appearing on behalf of any employer before the Commission or any decision-making body under the jurisdiction of the Commission or from otherwise lobbying for any employer in any fashion for a period of time; provided, however, that any suspension or prohibition may not exceed a period of two years and no sanction shall be imposed unless the lobbyist allegedly in violation has been afforded reasonable notice and an opportunity to be heard.

(C) The penalties provided in this section shall be the exclusive penalties imposed for violations of the registration and reporting requirements of this act, except as provided in § 34.402. The intentional failure or refusal of any lobbyist to comply with any order of the Commission suspending or prohibiting the lobbyist from lobbying shall be punishable as provided by law and shall otherwise be subject to such civil remedies as the city may pursue, including injunctive relief.

(D) The validity of any action taken by the Commission, city employees, or any decision-making body under the jurisdiction of the Commission, shall not be affected by the failure of any person to comply with the provisions of this subchapter.

(Ord. 2003-6, passed 10-8-02)

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Meeting Date: September 8, 2015 Agenda Item 34

REQUESTED COMMISSION ACTION:

Consent	Ordinance	X **Resolution**	Consideration/ Discussion	Presentation
____	____	____	____	____

SHORT TITLE APPOINTMENT TO THE RECYCLING AND SOLID WASTE COMMITTEE

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE RECYCLING AND SOLID WASTE COMMITTEE OF THE CITY OF POMPANO BEACH FOR THE TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON SEPTEMBER 13, 2017; PROVIDING AN EFFECTIVE DATE.

APPLICANTS: Joan Kovac – ***(Incumbent)*** – District 1
Colleen Murphy – District 1

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

This is a Commission's appointment.

The Membership of the Recycling and Solid Waste Committee consists of six (6) regular members and two alternate members, who are residents appointed at large within the City of Pompano Beach for a term of two (2) years.

(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	8/25/15	Approve	Asceleta Hammond
X City Manager			Dennis W. Beach

ACTION TAKEN BY COMMISSION:

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

p mpano
beach
Florida s Warmest Welcome

Public Works Department
Shari Loochkartt
City of Pompano Beach

1190 NE 3rd Avenue, Bldg B Pompano Beach, Florida 33060 | p: 954.786.5516 | f: 954.786.4011

MEMORANDUM

DATE: August 10, 2015

TO: Asceleta Hammond, City Clerk

FROM: Shari D. Loochkartt, Secretary II

SUBJECT: Attendance for Recycling and Solid Waste Committee
Joan Kovac from July 2013 to present

Name	Meetings Attended	Meetings Held
Joan Kovac	15	22

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 RECYCLING AND SOLID WASTE COMMITTEE OF THE CITY OF POMPANO BEACH FOR THE TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON SEPTEMBER 13, 2017; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Recycling and Solid Waste Committee of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Recycling and Solid Waste Committee for a term of two (2) years; said term to expire on September 13, 2017.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

CITY OF POMPANO BEACH, FLORIDA
ADVISORY BOARD/COMMITTEE APPLICATION

City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061

www.ci.pompano-beach.fl.us
Phone No. (954) 786-4611
Facsimile No. (954) 786-4095

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: Recycling & Solid Waste

NAME OF APPLICANT: Joan Kovac

RESIDENCY ADDRESS: 1754 Bay Drive, P. Beach

ZIP CODE: 33062 HOME PHONE NO.: 954-784 2079

MAILING ADDRESS: 1754 Bay Drive

CITY/STATE/ZIP CODE: Pompano Beach, Fl. 33062

ARE YOU A CITY RESIDENT? YES: X NO: ____

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: (1) 2 3 4 5 ok N

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: X NO: ____

ARE YOU A REGISTERED VOTER? YES: X NO: ____

HAVE YOU BEEN CONVICTED OF A FELONY IN FLORIDA, OR ANY OTHER STATE, WITHOUT YOUR CIVIL RIGHTS HAVING BEEN RESTORED? YES: ____ NO: X

BUSINESS OR OCCUPATION: Kovac Automotive; Co-Owner

BUSINESS ADDRESS: 2770 Davie Road

CITY/STATE: Davie, Florida

ZIP CODE: 33314 BUSINESS PHONE NO. 954 792 7350

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(S): Beach Committee Planning & Zoning Bd.

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: Worked with Solid Waste Contract w/ Town of Davie as Mayor.

EDUCATION: Attended University of Akron Akron, Ohio

EXPERIENCE: Elected Officials Town of Davie Mayor & Council Member 12 years

CURRENT POSITION: Served on Committees to discuss recycling.

PAST POSITIONS: President; League of Cities 1995

HOBBIES: Reading, community involvement, walking on the beach.

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION.

Joan Rovac — SIGNATURE OF APPLICANT

10-17-05 — DATE OF APPLICATION

AA — INITIALS OF CLERK OR DEPUTY

8/21/09 — DATE RECEIVED OR CONFIRMED

NOTE:	IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE _____ AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.

THIS SECTION MUST BE COMPLETED BY THE ADVISORY BOARD SECRETARY ONLY

NUMBER OF MEETINGS HELD: _____ NUMBER OF MEETINGS ATTENDED: _____

CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

pompano beach
Florida's Warmest Welcome

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

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2014 JUL 30 PM 3:04

Mr.___ Mrs.___ Ms.___ Miss___ **Name:** Colleen Murphy
(Optional)

Residence Information:
Home Address: 1040 NE 23RD TERRACE (AS OF SEPT 2014)
City/State/Zip: POMPANO BEACH 33062
Home Phone: _____ Cell Phone: 860-480-1711
Email: abeldarling@hotmail.com Fax: _____

Business Information:
Employer/Business Name: Keyes Real Estate
Current Position / Occupation: Agent
Business Address: 1200 Yamato Rd
City/State/Zip: BOCA RATON
Business Phone: _____ Fax: _____ Email abeldarling@hotmail.com

Are you a U.S. Citizen? Yes ✓ No___

Are you a resident of Pompano Beach? ~~Yes~~ ___ ~~No~~ will be Sept 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: 12+ years Recycling Committee in Litchfield, CT

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		~~Public Art Committee~~
	Community Appearance		*General Employee's Retirement System	✓	Recycling & Solid Waste
					~~Sand & Spurs Riding Stables~~
	*Community Development(CDAC)		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: UCONN - Torrington, CT

Experience: Headed up Earth Day Clean-up for 12+ years in Litchfield, CT
Restored home built in 1782 - Historic District

Past Positions: Volunteer - Recycling Committee

Hobbies: jogging, traveling, cook-outs, antiques

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

Signature: Colleen Murphy Date: 7/30/2014

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.

Colleen Murphy
398 Paulus Court, Boca Raton, FL 33486
860-480-1711
abeldarling@hotmail.com

CUSTOMER SERVICE PROFESSIONAL

Profile

- More than 16 years' successful experience in customer service and hospitality with recognized strengths in account maintenance, problem-solving and trouble-shooting, sales staff support, and planning/implementing proactive procedures and systems to avoid problems in the first place.
- Possess solid computer skills, ability to close deals.
- Energetic, goal driven, empathy for people,
- Ability to train, motivate, multi-task, delegate and supervise others.
- A team player, acknowledged as "Total Quality Customer Service Professional."
- Process payroll and payroll tax reports and filings, and maintain/update/ restore all aspects of antique home.

Synopsis of Achievements

- Increased customer retention by 100%.
- Opened first Bed & Breakfast in Litchfield, CT.
- Obtained approvals from zoning boards.
- Updated 1782 home to accommodate local codes to run B&B.
- Web based present
- Proactive planning led to notable increase in repeat guest return
- Licensed Real Estate agent since 2000

Employment

Laird International. Pompano Beach, *FL* — *2013 - Present*
Sales/ Shipping & Receiving

- Work with local golf municipalities to introduce new line of women's golf clothing
- Help set up and break down display booth at PGA show Orlando 2013/ sold $12,000 worth of golf bags
- Organize warehouse sample sales
- Quality control of shipping orders.

Abel Darling Bed & Breakfast, Litchfield, CT — *1995-2011*
Owner

- Instrumental in opening the first Bed & Breakfast in historic district in Litchfield, CT
- Received recognition from New York Times, New Yorker Magazine, trip advisor, Fodor's, Frommers.
- Operated B&B from meet/greet guests to serving breakfast and assisting with travel recommendations.
- International client base

Education

University of Connecticut, Torrington, CT — *1995*
Bachelor of Science: Communications

References Furnished Upon Request

RESOLUTION NO. 2004- 251

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CITY RESOLUTION NUMBER 2003-61 TO INCREASE THE NUMBER OF MEMBERS OF THE RECYCLING AND SOLID WASTE COMMITTEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission established the Recycling and Solid Waste Committee by City Resolution No. 2003-61; and

WHEREAS, the City Commission now wishes to add membership to the Recycling and Solid Waste Committee; now, therefore,

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

SECTION 1. That City Resolution No. 2003-61 be and the same is hereby amended as follows:

. . .

Section 4. The membership of the Recycling and Solid Waste Committee shall consist of ~~five (5)~~ six (6) people serving without pay who are residents of the City of Pompano Beach. Appointments shall be made by the Mayor and each Commissioner from residents at large within the community who have expressed an interest in serving on the committee and shall be approved by majority vote of the City Commission. The term of office for each member appointed by the City Commission shall be for a term of two (2) years. The Mayor and City Commission shall appoint two (2) alternate members of the Recycling and Solid Waste Committee, who are residents of the City, to be designated as Alternate 1 and Alternate 2. Each alternate shall be appointed for a term of two (2) years, said terms to run concurrently. All members and alternate members shall be subject to removal for cause by the Mayor and City Commission. Alternate member vacancies shall be filled for the unexpired term of the member. Should a temporary absence or disqualification of any member of

the Recycling and Solid Waste Committee occur, the Chairperson of the Committee shall have the right and authority to designate one of the alternate members to serve as a substitute member during the continuance of such absence or disqualification. The Chairperson shall rotate such assignments between the alternate members to the extent that availability of alternate members allows.

. . .

SECTION 2. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 22nd day of June, 2004.

JOHN C. RAYSON, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
6/3/04
l:reso/2004-260

RESOLUTION NO. 2003-61

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH ESTABLISHING A COMMITTEE KNOWN AS THE RECYCLING AND SOLID WASTE COMMITTEE; ESTABLISHING THE PURPOSE AND OBJECTIVES OF SAID COMMITTEE; PROVIDING FOR POWERS AND DUTIES; PROVIDING FOR APPOINTMENT AND QUALIFICATIONS OF MEMBERS; SPECIFYING THE TERM OF THE EXISTENCE OF SUCH COMMITTEE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, communities and their high level of living standards produce tremendous amounts of solid waste and recyclable materials; and

WHEREAS, poor management of these materials can lead to environmental, economic and public health problems; and

WHEREAS, solid waste reduction, reuse and recycling can mitigate these effects and produce a more sustainable environment; and

WHEREAS, the City Commission of the City of Pompano Beach deems it appropriate to establish a committee to promote, encourage and advocate recycling, solid waste reduction and reuse in the City and to make appropriate recommendations to the City Commission as to actions which might be taken for provision of same; now, therefore,

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

SECTION 1: There is hereby established a new committee to be known as the Recycling and Solid Waste Committee.

SECTION 2: It shall be the duty and responsibility of the Recycling and Solid Waste Committee generally to promote and advocate recycling, solid waste reduction and reuse within the City. The goals of the Committee should be to promote and encourage recycling, solid waste reduction and reuse by the citizens of Pompano Beach and implement programs for such, and to advocate good waste management, and to undertake such other duties and projects and responsibilities regarding recycling and solid waste within the City as may be from time to time assigned to said Committee by the City Commission.

SECTION 3: The Recycling and Solid Waste Committee is hereby empowered and encouraged to establish subcommittees as may be deemed advisable to assist the Committee in carrying out its assigned functions. Members of such subcommittees shall serve at the pleasure of the Committee and any subcommittee so established may be abolished at any time upon a determination by the Committee that such subcommittee no longer serves any useful function. The Committee shall appoint by majority vote a chairperson of each subcommittee created. Members of the Committee may also be members of any subcommittee. The City Clerk shall maintain an active file containing the names and addresses and other pertinent information as to persons who have expressed an interest in serving on such subcommittees.

SECTION 4: The membership of the Recycling and Solid Waste Committee shall consist of five (5) people ~~serving without pay who are residents of~~ the City of Pompano Beach. Appointments shall be made by each Commissioner from residents at large within the community who have expressed an interest in serving on the committee and shall be approved by majority vote of the City Commission. The term of office for each member appointed by the City Commission shall be for a term of two (2) years. The City Commission shall appoint two (2) alternate members of the Recycling and Solid Waste Committee, who are residents of the

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

SECTION 5: Should a vacancy result during an unexpired term, such appointment shall be for the remainder of the unexpired term by the nomination of the Commissioner who nominated the member who is absent and approval by the majority vote of the City Commission.

SECTION 6: This Committee shall continue in existence for a period of two (2) years.

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

SECTION 8: If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

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

SECTION 9: This Resolution shall become effective upon.

PASSED AND ADOPTED this 12th day of November, 2002.

WILLIAM F. GRIFFIN, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
11/7/02
l:reso/2003-29

Name	Address	District	Phone	Appointed	Expires	Reso. No.
Tamela Stults-Wagner City Commission At Large	740 S. Fed. Hwy #217 Bay Yacht Club, 33062 wagnerlaw@comcast.net	1	954-560-8000 954-781-7081fx	12/16/2014	12/12/2016	2015-88
Velma Flowers City Commission At Large	760 N.W. 17th Court (33060)	4	954-274-8767	11/26/2014	11/26/2016	2015-86
Joan Kovac City Commission At Large	1754 Bay Drive (33062)	1	954-784-2079 h 954-792-7357 o	7/23/2013	9/13/2015	2013-334
Claudia Mc Mahon City Commission At Large	12 N.E. 16th Avenue (33060)	3	954-786-9548 954-782-9111 (O)	3/22/2015	3/22/2017	2015-215
Janice Griffin City Commission At Large	310 S.E. 6th Terrace (33060) jgriffin310@att.net	3	954-545-7212 h 954-650-2401	11/26/2014	11/26/2016	2015-86
Betty Ann Rosenbloom City Commission At Large	2940 N Course Drive # 706 (33069) No email	5	954-270-7475 c 954-971-1580 h	5/13/2014	5/27/2016	2014-231
(1) John Way City Commission At Large	279 SW 10th Ct., (33060) jway@browardsoe.org	3	954-592-7785 h 954-712-1963 o	11/26/2014	11/26/2016	2015-89
(2) Alice Chattman City Commission At Large	172 NW 15th Place (33060)	4	954-895-2363	11/26/2014	11/26/2016	2015-90
Shari Loochkartt	1190 N.E. 3rd Avenue		954-786-5516			

Meets: First Thursday of each month @ 9:00am in the Emma Lou Olson Civic Center
Established: City Resolution No. 03-61

Meeting Date: September 8, 2015 Agenda Item 35

REQUESTED COMMISSION ACTION:

Consent	Ordinance	X **Resolution**	Consideration/ Discussion	Presentation

SHORT TITLE APPOINTMENT TO THE HOUSING AUTHORITY OF POMPANO BEACH

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING_____TO THE HOUSING AUTHORITY OF THE CITY OF POMPANO BEACH FOR A TERM OF FOUR (4) YEARS; SAID TERM TO EXPIRE ON SEPTEMBER 10, 2019; PROVIDING AN EFFECTIVE DATE.

APPLICANTS:
Willie Ruth Heath – District 4 ***(Incumbent)***
Gary E. McLamore – District 4 ***(Incumbent)***
Carolyn Rhone – District 5 ***(Incumbent)***
Michelle R. Rhoulhac – District 2
Charles H. Bechert, III – District 3
Latoya T. Almonord – District 4
David Baumwald – District 4
JaMeesha Bernadin – District 4
Carmen Jones – District 4
Marcus A. McDougle – District 4
Mary S. Phillips – Dsitrict 4
Woodrow Poitier – District 4
Shelton Pooler – District 4
Whitney Rawls – District 4
Jessie Walker – District 4
Bridget Jackson – District 5
Doreen L. Malcolm – District 5
Clovis B. Nelson – District 5

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 Housing Authority's membership consists of: **Ms. Heath** (District 4), **Mr. Glenn** (District 4), **Ms. Sutton** (District 2), **Ms. Rhone** (District 5), and **Mr. McLa more** (District 4).

(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	8/25/15	Approve	Asceleta Hammond
X City Manager			James W. Beck

ACTION TAKEN BY COMMISSION:

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

Housing Authority Of Pompano Beach

Post Office Box 2006
321 West Atlantic Boulevard
Pompano Beach, FL 33061
(954) 785-7200 FAX: (954) 942-8142

TO: Asceleta Hammond, City Clerk

FROM: Ralph Adderly, Executive Director

SUBJECT: Commissioner Attendance for Housing Authority of Pompano Beach Board Meetings

DATE: August 7, 2015

Name	Meetings Held	Meetings Attended
Willie Heath	9/2011 to 7/15/15 ~ 44	40
Carolyn Rhone	7/2011 to 7/15/15 ~ 45	39
Gary McLamore	2/2015 to 7/15/15 ~ 6	5

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 HOUSING AUTHORITY OF THE CITY OF POMPANO BEACH FOR A TERM OF FOUR (4) YEARS; SAID TERM TO EXPIRE ON SEPTEMBER 10, 2019; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Housing Authority 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 Housing Authority of the City of Pompano Beach for a term of four (4) years; said term to expire September 10, 2019.

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:** Willie Ruth Heath
(Optional)

Residence Information:
Home Address: 1510 N.W. 17th Ave.
City/State/Zip: Pompano Bch, Fl 33069
Home Phone: 954 970-2960 Cell Phone: 954 531-7763
Email: heath.willie@att.net Fax:

Business Information:
Employer/Business Name: Unipower LLC
Current Position / Occupation: Assembler
Business Address: 3900 Coralridge Dr.
City/State/Zip: Coral Springs Fl
Business Phone: 954 346 3442 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__ ok

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 Housing Authority

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		*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: Some College
And now attending Bible College

Experience: Have been a residential Commissioner
Since 2004

Past Positions: Resident Commissioner

Hobbies:

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

Signature: Ms. Lillie Ruth Heath Date: 09/20/11

Initials of Clerk or Deputy: PS Date received or confirmed: 9/21/11

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:

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2015 JAN -9 PM 4:14

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: Gary E. McLamore
(Optional)

Residence Information:
Home Address: 1751 NW 6th Av
City/State/Zip: Pompano Bch, Fl 33060
Home Phone: 954-943-7249 Cell Phone: 754-264-3712
Email: garymclamore@gmail.com Fax:

Business Information:
Employer/Business Name: Jesus Supernatural Life Center
Current Position / Occupation: Pastor / CEO
Business Address: 700 NW. 21 Ave
City/State/Zip: Pompano Bch Fl 33069
Business Phone: 954-974-8773 Fax: Email: gmclamore@Jesussupernatural

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: NA

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		Public Art Committee
	Community Appearance		*General Employee's Retirement System		Recycling & Solid Waste
					Sand & Spurs Riding Stables
	*Community Development(CDAC)		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: Stillman College / ~~St~~ high School graduate
Honorary Doctor OF Divinity Trinity Theological
Seminary OF S. Florida

Experience: N/A

Past Positions: N/A

Hobbies: Exercising, Reading Foot ball Basket ball

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

Signature: Gary McKendal Date: 1/9/15

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, FLORIDA
ADVISORY BOARD/COMMITTEE APPLICATION

City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061

Phone No. (954) 786-4611
Facsimile No. (954) 786-4095

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: Community Development Advisory Comm

NAME OF APPLICANT: Carolyn Rhone

RESIDENCY ADDRESS: 780 N.W. 23 terr

ZIP CODE: 33069 HOME PHONE NO.: 954-972-7295

MAILING ADDRESS: 780 N.W. 23 terr

CITY/STATE/ZIP CODE: Pompano Bch, FL 33069

ARE YOU A CITY RESIDENT? YES: ✓ NO: ____

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN : 1___ 2___ 3___ 4___ 5 ✓

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: ✓ NO: ____

ARE YOU A REGISTERED VOTER? YES: ✓ NO: ____

HAVE YOU BEEN CONVICTED OF A FELONY IN FLORIDA, OR ANY OTHER STATE, WITHOUT YOUR CIVIL RIGHTS HAVING BEEN RESTORED? YES: ____ NO: ✓

BUSINESS OR OCCUPATION: Surgical Support Specialist

BUSINESS ADDRESS: 800 Meadow Rd

CITY/STATE: Boca Raton, FL

ZIP CODE: ____ BUSINESS PHONE NO: 561-395-7100

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(S): Planning and Zoning board, P.B. Housing Authority, Community appearance Committee

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: None
The best experience is by doing it.

EDUCATION: _____

EXPERIENCE: _____

CURRENT POSITION: _____

PAST POSITIONS: _____

HOBBIES: _____

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION.

[signature] Moore
SIGNATURE OF APPLICANT

12-9-06
DATE OF APPLICATION

_____
INITIALS OF CLERK OR DEPUTY

1/3/07
DATE RECEIVED OR CONFIRMED

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE _____ AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.

THIS SECTION MUST BE COMPLETED BY THE ADVISORY BOARD SECRETARY ONLY

NUMBER OF MEETINGS HELD: _____ NUMBER OF MEETINGS ATTENDED: _____

CITY OF POMPANO BEACH, FL
ADVISORY BOARD/COMMITTEE APPLICATION

City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061

Fax No.: (954) 786-4095

Phone No.: (954) 786-4611

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: Unsafe Structures

NAME OF APPLICANT: Michelle Renee' Rhoulhac

RESIDENCY ADDRESS: 3021 N.E. 1st Ave, Pompano, FL

ZIP CODE: 33064 HOME PHONE NO.: 954-592-9492

MAILING ADDRESS: Same As Above

CITY/STATE/ZIP CODE:

ARE YOU A CITY RESIDENT? YES: ☑ NO: ☐

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: 1: ☐ 2: ☑ 3: ☐ 4: ☐ 5: ☐

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: ☑ NO: ☐

ARE YOU A REGISTERED VOTER? YES: ☑ NO: ☐

HAVE YOU BEEN CONVICTED OF A FELONY IN FLORIDA, OR ANY OTHER STATE, WITHOUT YOUR CIVIL RIGHTS HAVING BEEN RESTORED. YES: ☐ NO: ☑

BUSINESS OR OCCUPATION: Tax Preparer

BUSINESS ADDRESS: 629 E. Atlantic Blvd

CITY/STATE: Pompano, Florida 33060

ZIP CODE: 33060 BUSINESS PHONE NO. 954-943-4197
Fax: 954-942-9590

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:
Housing Authority
Economic Development
Zoning Board
Planning and zoning
Community Development Advisory
Community Redevelopment
Parks and Recreation Advisory
Unsafe Structures.

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? yes

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE:
Community Appearance Committee

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE:

EDUCATION: Paralegal Certificate, Cosmetology License, Attending Florida Memorial University

EXPERIENCE: Community Appearance Board lived in Pompano for 40 years.

CURRENT POSITION: Tax preparer for H&R Block

PAST POSITIONS: Clerk for 1st Financial Svcs

HOBBIES: Travel, family, outdoors and sports.

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION:

Michelle Rhonelu — SIGNATURE OF APPLICANT
4/1/08 — DATE OF APPLICATION
HH — INITIALS OF CLERK OR DEPUTY
6/26/13 — DATE RECEIVED OR CONFIRMED

****

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE ____ AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.

CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

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

Mr. x 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 X No___

Are you a resident of Pompano Beach? Yes X No___ Reside in District: 1__ 2__ 3 X 4__ 5__

Do you own real property in Pompano Beach? Yes X No___

Are you a registered voter? Yes X No___

Have you ever been convicted of a felony? Yes___ No X

Current or prior service on governmental boards and/or committees: Parks and Rec Board as alternate

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

	Affordable Housing		Cultural Arts	X	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	✓	*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: 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: 6/26/13 3/29/12

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

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

Charles H. Bechert III "Trip"

901 East Atlantic Blvd
Pompano Beach, Florida 33060

Office: (954) 941-8363
Fax : (954) 941-8337

FLORIDA BAR: Admitted 1993

EDUCATION:

Thomas M. Cooley Law School - Lansing, Michigan
Juris Doctor, 1993
Awards:
$ Dean=s List
$ American Jurisprudence Award for Excellence in Trial Workshop

St. Thomas University - Miami, Florida
Bachelor of Arts in Communication

PROFESSIONAL PROFILE:

August 2007 - Present
Florida Supreme Court Certified Family, County and Circuit Civil Mediator (Certified by the State of Florida)

November 2002 - Present
Bechert & Associates, P.A. - Pompano Beach, FL
Property Damage Defense for State Insurance Carrier, Criminal Defense, Contractor Violations For Broward County, Foreclosure Defense, Personal Injury & PIP Plaintiff, Wage and Overtime Claims, Immigration, Family Law, Commercial Litigation

November 1999 - November 2002
Miller & Bechert, P.A. - Fort Lauderdale, FL
Personal Injury & PIP Plaintiff

September 1997 - 1999
Tolgyesi, Katz, Tarr & Hankin, P.A. - Hollywood, FL
Personal Injury, PIP Defense and Criminal Defense

May 1994 - September 1997
State Attorney=s Office Seventeenth Judicial Circuit Broward County, - Ft. Lauderdale, FL
Assistant State Attorney
$ *Felony Trial Prosecutor:* Felony Trial Division (March 1996 - September 1997) Division Prosecutor responsible for handling all levels of felony prosecutions.

$ *Special Unit Prosecutor:* Domestic Violence Unit (April 1995 - March 1996) Investigate, file and prosecute all acts of domestic violence.
Additional responsibilities included interviewing victims, coordinating treatment with victim advocates, and determining appropriate counseling and length of incarceration for domestic violence offenders.

$ *Satellite Prosecutor:* West Satellite Court House (October 1994 - April 1995) Supervised and prosecuted cases for the State Attorney=s West Satellite office. Responsible for managing all interoffice operations as well as filing and prosecuting cases for 15 municipalities.

$ *Trial Prosecutor:* Misdemeanor Trial Division (May 1994 - October 1994) Division Prosecutor responsible for handling hundreds of active files any given time.

December 1993
May 1994
Law Offices of Milena Christopher - Ft. Lauderdale, FL
Attorney
Responsibilities included administering the firm=s contract with the Department of Revenue for Child Support Enforcement, encompassing over 12,000 active cases.

June 1995
Broward Community College
Adjunct Professor
$ Business Law 1 - Responsible for effective presentation of all course materials. Prepare and administer examinations. Provide a positive atmosphere for students to learn and gain insight in this area of their academics.

August 1995
Author & Lecturer
$ Domestic Violence - 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

pompano beach
Florida's Warmest Welcome

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: 954-394-3473 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:

X	Affordable Housing	X	Cultural Arts	X	Parks and Recreation
	Air Park	X	Education	X	*Planning & Zoning/Local Planning Agency
	Architectural Appearance	X	Emergency Medical Services	X	*Police & Firefighter's Retirement System
	Budget Review		*Employee's Board of Appeals	X	Pompano Beach Economic Development Council
	Charter Amendment		Employee's Health Insurance		Public Art Committee
	Community Appearance		*General Employee's Retirement System		Recycling & Solid Waste
					Sand & Spurs Riding Stables
X	*Community Development		Golf		Marine
	CRA East		Historic Preservation	X	*Unsafe Structures
X	CRA West	X	*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: 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

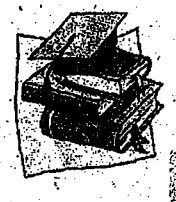
Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: Date: MARCH 20, 2013

Initials of Clerk or Deputy: _____ Date received or confirmed: updated 8/25/15

Please check one: X 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 BuildingA
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

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

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

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2014 FEB 13 AM 11:21

Mr. X 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:

✓	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	✓	Public Art Committee
✓	Community Appearance		*General Employee's Retirement System		Recycling & Solid Waste
					Sand & Spurs Riding Stables
	*Community Development(CDAC)		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: H.S. Pompano High; Bert Rogers school of Real estate: Gold Coast Construction

Experience: 13 yrs as Owner hom/commercial remodeling company. Resident Pompano beach 32

Past Positions: Vice-Chair Appearance commitee still active

Hobbies: Home remodeling, Construction investing, Dining

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

Signature: [signature] Date: 02/13/2014

Initials of Clerk or Deputy: _____ Date received or confirmed: 2/13/14

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

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

CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE APPLICATION

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

CITY OF POMPANO BEACH OFFICE OF THE CITY CLERK
2013 FEB 11 PM 1:09

Mr.___ Mrs.___ Ms.✓ Miss___ Name: JaMeesha Bernadin
(Optional)

Residence Information:
Home Address: P.O. BOX 915
City/State/Zip: Pompano Beach 33061
Home Phone: 754-245-1524 Cell Phone: 754-245-1524
Email: jameeshabernadin@yahoo.com Fax: -

Business Information:
Employer/Business Name: Pompano Post Community Newspaper
Current Position / Occupation: Publisher
Business Address: 2755 NW Atlantic Blvd.
City/State/Zip: Pompano Beach
Business Phone: 754-245-1524 Fax: - Email: pompanopost@yahoo.com

Are you a U.S. Citizen? Yes✓ No___

Are you a resident of Pompano Beach? Yes✓ No___ Reside in District: 1__ 2__ 3__ 4✓ 5__

Do you own real property in Pompano Beach? Yes___ No✓

Are you a registered voter? Yes✓ No___

Have you ever been convicted of a felony? Yes___ No✓

Current or prior service on governmental boards and/or committees: Nominee to the Education Board 2012

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

✓	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		Public Art Committee
	Community Appearance		*General Employee's Retirement System		Recycling & Solid Waste
					Sand & Spurs Riding Stables
✓	*Community Development(CDAC)		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: Pursuing Masters Degree. Mass Communications, Public Administration, Religion.

Experience: Public Relations, Marketing, Writing, Editing, Business Management and Development Promotions. Advocate, Activist, Author, Entrepreneur & Evangelist.

Past Positions: Administration with Time Warner Communications, SBA Communications, Anheuser Busch & Aetna. Publisher / Editor of On The Move Magazine, and writer for The Florida Sentinel and WTMP-Tampa Broadcasting.

Hobbies: Beach, spending time with my daughter & family. Attending and volunteering at community events.

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

Signature: [signature] Date: 2/11/2015

Initials of Clerk or Deputy: _____ Date received or confirmed: 2/11/15

Please check one: X 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, 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: ZOING BOARD; HOUSING AUTHORITY BOARD;ECONOMIC

NAME OF APPLICANT: CARMEN JONES

RESIDENCY ADDRESS: 721 NW 16TH STREET POMPANO

ZIP CODE: 33060 HOME PHONE NO.: (954) 783-7233

MAILING ADDRESS: SAME AS ADDRESS

CITY/STATE/ZIP CODE: POMPANO BEACH FL 33060

ARE YOU A CITY RESIDENT? YES: ☑ NO: ☐

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: 1: ☐ 2: ☐ 3: ☐ 4: ☑ 5: ☐ ch N

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: BOCA RATON COMMUNITY HOSPITAL

BUSINESS ADDRESS: 800 MEADOWA ROAD

CITY/STATE: BOCA RATON FL

ZIP CODE: 33431 BUSINESS PHONE NO. (561) 955-4756

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? YES

IF YES, PLEASE LIST NAME: ALTERNATE ; EDUCATION ADVISORY

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? Y

IF YES, PLEASE LIST NAME:

ECONOMIC ADVISORY
ZOING BOARD
POMPANO HOUSING AUTHORITY

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? Y

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE: ECONOMIC ADVISORY

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE:

EDUCATION:

EXPERIENCE: CONCERN CITIZEN; SERVED ON VARIOUS COMMUNITY COMMITTES IN CITY

CURRENT POSITION: SCHOOL ADVISORY COMMITTEE;

PAST POSITIONS:

HOBBIES: WALKING, READING

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION:

Carmen Jones — 10-28-08

SIGNATURE OF APPLICANT — DATE OF APPLICATION

AH — 6/26/13

INITIALS OF CLERK OR DEPUTY — DATE RECEIVED OR CONFIRMED

****

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE ____ AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.

CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2013 JAN 28 PM 4:22

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

Mr. ✓ Mrs.___ Ms.___ Miss___ Name: Marcus A. McDougle
(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 BCH, 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:

✓	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		Public Art Committee
	Community Appearance		*General Employee's Retirement System		Recycling & Solid Waste
					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: B. A. in Sociology From Bethune Cookman
Studying for Masters in Health service adm.

Experience: over 12 yrs. experience event planning working w/ organizations that are community based for kids.

Past Positions: Alumni Board for Bethune Cookman
Take Stock in Kids mentor. Advisor to College bound kids;

Hobbies: Cultural events; sporting events; family function organizing

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

Signature: [signature] Date: 1/28/13

Initials of Clerk or Deputy: AH Date received or confirmed: 6/26/13

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

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

Marcus McDougle
playersfirst@gmail.com
971 NW 6 Ave, Pompano, Florida 33060
(954) 825-3769

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 **PlayersFirst, Inc.**
Event Planner/Coordinator 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 **Spectrum Programs, Inc./Miami Behavioral Health Center (MBHC)**
Milieu Counselor 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 **Community Base Care**
Case Manager Daytona Beach, Florida
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.

EDUCATION:

Graduated May 2002 **Bethune-Cookman College**
Bachelors' Degree in Sociology and Psychology (earned) Daytona Beach, Florida
Received Football Letterman in Spring 1993 and Fall 1995

Graduated June 1992 **Blanche Ely High**
High School Diploma (earned) Pompano Beach, Florida

State of Florida 2010 ***State of Florida***
Certified in early childhood development **Pompano Beach, Florida**
HIV awareness
HIPAA
Crisis Intervention

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2015 JAN 27 PM 1:04

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

Mr.___ Mrs. X Ms.___ Miss___ (Optional) Name: Mary Scofield Phillips

Residence Information:
Home Address: 384 NW 19 St
City/State/Zip: Pompano Beach, FL 33060
Home Phone: N/A Cell Phone: 754-326-1055
Email: pushinc@bellsouth.net Fax: 954-972-2129

Business Information:
Employer/Business Name: Push Forward Realty
Current Position / Occupation: Real Estate Broker
Business Address: 164 N. Powerline Rd
City/State/Zip: Pompano Beach, FL 33069
Business Phone: 954-978-3288 Fax: 954-972-2129 Email: pushinc@bellsouth.net

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__ 4X 5__

Do you own real property in Pompano Beach? Yes X No___

Are you a registered voter? Yes X No___

Have you ever been convicted of a felony? Yes___ No X

Current or prior service on governmental boards and/or committees: Ship

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
X	Budget Review		*Employee's Board of Appeals	X	Pompano Beach Economic Development Council
	Charter Amendment		Employee's Health Insurance		Public Art Committee
	Community Appearance		*General Employee's Retirement System		Recycling & Solid Waste
					Sand & Spurs Riding Stables
	*Community Development(CDAC)		Golf		Marine
	CRA East		Historic Preservation		*Unsafe Structures
	CRA West	X	*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: AA Business Administration - BCC
BPA Public Administration - FAU
Licensed Real Estate Broker - Course work business Ed

Experience: management, microsoft applications, clerical, organizational practices, customer service

Past Positions: Public Assistance Spot HRS - 1981-1985, Life & Health Insurance Agent 1985, Substitute Teach 1985-86, Mortgage Broker 1998 - , City Ranger 1986-2006, Real Estate Broker 1996 to Present, V.P. PF Insurance 1993-Present, Executive Director Small Biz Community & Economic Development

Hobbies:

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

Signature: Mary A. Phillips Date: 1/24/2015

Initials of Clerk or Deputy: _____ Date received or confirmed: _____

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

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

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

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

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2014 DEC 15 PM 1:13

Mr. X Mrs.___ Ms.___ Miss___ Name: Woodrow J. Poitier
(Optional)

Residence Information:
Home Address: 901 N.W. 4th Ave
City/State/Zip: Pompano Beach, Fl 33060
Home Phone: (954) 943-7282 Cell Phone: (954) 464-5160
Email: Wpoitier@poitierFuneralHome.com Fax: (954) 943-0994

Business Information:
Employer/Business Name: L. C. Poitier Funeral Home
Current Position / Occupation: License Funeral Director/owner
Business Address: 317 N.W. 6 St.
City/State/Zip: Pompano Beach, Fl 33060
Business Phone: 954-943-7050 Fax: 954-943-0994 Email:

Are you a U.S. Citizen? Yes X No___

Are you a resident of Pompano Beach? Yes X No___ Reside in District: 1__ 2__ 3__ 4 X 5__

Do you own real property in Pompano Beach? Yes X No___

Are you a registered voter? Yes X No___

Have you ever been convicted of a felony? Yes___ No X

Current or prior service on governmental boards and/or committees: Ex-City Comm. Housing Authority Bd ; Emergency Med. Services

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	X	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		Public Art Committee
	Community Appearance		*General Employee's Retirement System		Recycling & Solid Waste
					Sand & Spurs Riding Stables
	*Community Development(CDAC)		Golf		Marine
	CRA East		Historic Preservation		*Unsafe Structures
	CRA West	X	*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: A.S. Degree Mortuary Science - Miami-Dade College 1971

Since - 1971

Experience: Funeral Director / Embalmer; City Commissioner 6yrs 2mos; EFTR / Paramedic, City of Pompano 23 1/2yrs Comm. City of Pompano Housing Authority 6yrs

Past Positions: EMS Advisory Bd.

"Refer to Experience"

Hobbies: Reading, Fishing

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

Signature: Woodrow J Poitier Date: Dec. 12 2014

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: Shelton Pooler
(Optional)

Residence Information:
Home Address: 1681 NW 7th Ter
City/State/Zip: Pompano Beach, Florida 33060
Home Phone: 954-830-2367 Cell Phone: 954-830-2367
Email: poolshelton@aol.com Fax:

Business Information:
Employer/Business Name: Pooler Home Inspections
Current Position / Occupation: Owner
Business Address: 1681 NW 7th Ter
City/State/Zip: Pompano Beach, Florida 33060
Business Phone: 954-830-2367 Fax: Email: poolshelton@aol.com

Are you a U.S. Citizen? Yes ✓ No___

Are you a resident of Pompano Beach? Yes ✓ No___ Reside in District: 1__ 2__ 3__ 4 ✓ 5__

Do you own real property in Pompano Beach? Yes ✓ No___

Are you a registered voter? Yes ✓ No___

Have you ever been convicted of a felony? Yes___ No ✓

Current or prior service on governmental boards and/or committees: None.

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

	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		*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: Ely High School
Atlantic Vocational Center (2) years
Electrical wiring

Experience: Owner of Pooler Home Inspections.
President of Canal Pointe Home
Owner's Association

Past Positions: None

Hobbies: love to fish, and play basketball

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

Signature: Sheldon Poole Date: 7/10/11

Initials of Clerk or Deputy: Date received or confirmed: 6/26/13 7/12/11

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: 954-786-4695.

CITY OF POMPANO BEACH, FL
ADVISORY BOARD/COMMITTEE APPLICATION

City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061

Fax No.: (954) 786-4095

Phone No.: (954) 786-4611

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: Community Development Advisory Comm.

NAME OF APPLICANT: Whitney Rawls

RESIDENCY ADDRESS: 1816 NW 4 Street, Pompano Beach, FL

ZIP CODE: 33069 **HOME PHONE NO.:** (954) 917-1686

MAILING ADDRESS: 1816 NW 4 Street

CITY/STATE/ZIP CODE: Pompano Beach, FL 33069

ARE YOU A CITY RESIDENT? **YES:** ☑ **NO:** ☐

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: 1: ☐ **2:** ☐ **3:** ☐ **4:** ☑ **5:** ☐ ok

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? **YES:** ☑ **NO:** ☐

ARE YOU A REGISTERED VOTER? **YES:** ☑ **NO:** ☐

HAVE YOU BEEN CONVICTED OF A FELONY IN FLORIDA, OR ANY OTHER STATE, WITHOUT YOUR CIVIL RIGHTS HAVING BEEN RESTORED. YES: ☐ **NO:** ☑

BUSINESS OR OCCUPATION: IT Director at Miller Construction Company

BUSINESS ADDRESS: 614 South Federal Highway

CITY/STATE: Fort Lauderdale, FL

ZIP CODE: 33301 BUSINESS PHONE NO. (954) 764-6550

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? N

IF YES, PLEASE LIST NAME:

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? Y

IF YES, PLEASE LIST NAME:

Affordable Housing
NW CRA
Community Appearance
Housing Authority

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? N

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: Bachelor of Science / Information Technology

EXPERIENCE: Served on various Non-Profit Boards.

CURRENT POSITION: Board Chair for The First Tee of Broward; President of BCHS Alumni Assoc.

PAST POSITIONS:

HOBBIES: Golf, Reading

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION:

[signature] 10/10/09

SIGNATURE OF APPLICANT DATE OF APPLICATION

AM 6/27/13

INITIALS OF CLERK OR DEPUTY DATE RECEIVED OR CONFIRMED

****

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE ____ AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.

CITY OF POMPANO BEACH, FLORIDA
ADVISORY BOARD/COMMITTEE APPLICATION

City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061

www.ci.pompano-beach.fl.us
Phone No. (954) 786-4611
Facsimile No. (954) 786-4095

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: Housing Authority of Pompano Beach

NAME OF APPLICANT: Jessie Walker

RESIDENCY ADDRESS: 217 N.W. 15 Street, Pompano Beach, FL

ZIP CODE: 33060-5436 HOME PHONE NO.: 954-592-8515

MAILING ADDRESS: 217 N.W. 15th Street

CITY/STATE/ZIP CODE: Pompano Beach, FL 33060

ARE YOU A CITY RESIDENT? YES: ✓ NO: ____

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN : 1___ 2___ 3___ 4✓ 5___ ok N

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: Retired

BUSINESS ADDRESS: ____

CITY/STATE: ____

ZIP CODE: ____ BUSINESS PHONE NO: ____

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? No

IF YES, PLEASE LIST NAME: _____

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? Yes

IF YES, PLEASE LIST NAME(S): Community Development Block Grant
Economic Development

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? _

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: Homeowner & Business Owner

EDUCATION: Associate Degree in Aircraft Maintenance Management

EXPERIENCE: 37 years as a business owner (Walker's Bait & Tackle)

CURRENT POSITION: N/A

PAST POSITIONS: _____

HOBBIES: Fishing & Sports

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION.

SIGNATURE OF APPLICANT

9-5-08
DATE OF APPLICATION

INITIALS OF CLERK OR DEPUTY

DATE RECEIVED OR CONFIRMED

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE _____ AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.

THIS SECTION MUST BE COMPLETED BY THE ADVISORY BOARD SECRETARY ONLY

NUMBER OF MEETINGS HELD: _____ NUMBER OF MEETINGS ATTENDED: _____

CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2014 DEC -1 PM 3:17

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: Bridget Jackson
(Optional)

Residence Information:
Home Address: 2836 N.W. 5th Street
City/State/Zip: Pompano Beach, Fl. 33069
Home Phone:_____ Cell Phone: (754) 366-4255
Email: Ksprat7@aol.com Fax:_____

Business Information:
Employer/Business Name: The K Company
Current Position / Occupation: Realtor
Business Address: 28 S.E. 23rd Avenue
City/State/Zip: Pompano Beach, Fl. 3306
Business Phone: (954) 345-5583 Fax:_____ Email: Ksprat7@aol.com

Are you a U.S. Citizen? Yes ✓ No___

Are you a resident of Pompano Beach? Yes ✓ No___ Reside In District: ~~1~~ 2__ 3__ 4__ 5 ✓ (KOA)

Do you own real property in Pompano Beach? Yes ✓ No___

Are you a registered voter? Yes ✓ No___

Have you ever been convicted of a felony? Yes___ No ✓

Current or prior service on governmental boards and/or committees: None

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

	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		Public Art Committee
	Community Appearance		*General Employee's Retirement System		Recycling & Solid Waste
					Sand & Spurs Riding Stables
✓	*Community Development(CDAC)		Golf		Marine
	CRA East		Historic Preservation		*Unsafe Structures
✓	CRA West / North	✓	*Housing Authority of Pompano Beach		*Zoning Board of Appeals

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

Resume Attached BB

In addition a Resume may be attached

Education: _____

Experience: _____

Past Positions: _____

Hobbies: _____

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

Signature: Bridget Parker Date: 12/1/14

Initials of Clerk or Deputy: SM Date received or confirmed: 3/24/15

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

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

Bridget Jackson
2836 N. W. 5th Street
Pompano Beach, Florida 33069
Phone: (754)366-4255

OBJECTIVE: Seeking a position utilizing my extensive knowledge and successful experience in planning, organizing, and follow-up multi-faceted, complex activities; and a position offering opportunities for personal contribution and professional growth.

EXPERIENCE: Offering comprehensive experience and expertise in the following areas of responsibility:

- Extensive experience in planning, organizing, evaluating and follow-up varied responsibilities in a timely and complete manner.
- Proficient in developing excellent relationship with clients and consultants.
- Experienced in knowledge of and in analyzing provisions and exclusions of policies in order to decide eligible benefits.
- Skilled at organizing work and resolving problems which arise in the day-to-day activities.
- Record of conscientious application, reliability and loyalty in past positions.

EXPERIENCE HIGHLIGHTS

8/13 – Present

Realtor
The K Company
Pompano Beach, Florida

Responsible for handling the sale and rental of real property.

10/05 – 9/13

Owner/Director
K. Sprat Learning Center / K. Sprat Christian Academy
Pompano Beach, Florida

Responsible for the overall operation of the facility. Maintained licensing requirements. Handling of registration and finances, parent conferences, supervision of staff, planned daily schedule of lessons and activities.

10/04 – 10/05

Administrative Assistant 1 / Office Manager
Division of Administrative Hearings
The Judges of Compensation and Claims
Lauderdale Lakes, Florida

Responsible for the administrative duties assigned by the Administrative Services Director for the Division of Administrative Hearings, Duties included:

- Personnel, accounting, purchasing, property, statistical, facilities management.
- Served as a Liaison for the Fort Lauderdale District Office.

- **Responsible for Administrative data such as security reports, office equipment maintenance, and building liaison with lessor.**
- **Ordering and receiving supplies.**
- **Collecting and processing timesheets and other personnel related data.**
- **Processing a variety of routine correspondence, investigating subject matter, and preparing replies.**
- **Reviewing records and reports which requires action and completing Judges of Compensation Claims statistical reports and forwarding them to headquarters**
- **Organizing travel arrangements and reimbursements for Judges**
- **Directing special projects, research, and report preparation**
- **Attending monthly conferences and making recommendations to improve district operations.**

05/00 – 10/04 Realtor/ Mortgage Broker
Pinnacle Realty Associates, Inc
Plantation, Florida

Responsible for conducting real estate transactions which include the sale and rental of real property on a daily basis. And responsible for the preparation of documents to obtain financing for a loan to purchase real property.

9/99 – 5/00 Community Liaison/Parent Liaison
Central Charter School
Lauderdale Lakes, Florida

Duties included: Parent Awareness/Parent Involvement, Community Awareness, Attendance Issues, Workshops, And Local Business Partnerships.

COMPUTER SKILLS: MS Word, Microsoft Works, Excel and PowerPoint.

EDUCATION:

Trinity Theological Seminary of South Florida
Bachelor of Science in Christian Education

Gold Coast School of Real Estate
State of Florida Licensed Real Estate Associate

State of Florida Director Credential

Atlantic Vocational Technical Center
Certificate – C.D.A.E.

Southern Technical Institute
Administrative Banking Diploma

Blanche Ely High School
High School Diploma

- **CICC's Parent Training Instructor Certificate**
- **Child Development Associate Equivalency**
- **10 Hour H.R.S. Infants and Toddler Training Certificate**
- **20 Hour H.R.S. Child Care Training Certificate**
- **10 Hour Special Needs Appropriate Practices**
- **3 Hour Child Care Facility Workshop Certificate**
- **6 Hour Behavioral Observation and Screening**
- **5 Hour VPK Emergent Literacy for VPK instructors**
- **5 Hour VPK Director Endorsement Course**
- **DCF Staff Credential Verification**
- **American Heart Association C.P.R. License for Pediatrics**
- **American Heart Association C.P.R. License for Adults**
- **30 Hour Family Child Care Home Certificate**
- **5 Hour Early Literacy for Children Age Birth to Three**
- **5 Hour Basic Guidance and Discipline**
- **5 Hour Computer Technology for Child Care Professionals**
- **5 Hour Early Childhood Computer Learning Centers**

STRENGTHS: **Highly motivated and goal oriented, accurate, thorough and precise in attention to details, excellent analytical and organizational skills. Major strength is completing multi-faceted tasks within constraints allotted. Skilled in public relations, loyal, dependable, and willing to do whatever is needed to meet established goals.**

REFERENCES AND FUTHER INFORMATION FURNISHED UPON REQUEST

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:** Doreen Lavonne Malcolm
(Optional)

Residence Information:
Home Address: 2613 NW 2nd Street Mailing: P.O. Box 668344, Pompano Bch FL 33066
City/State/Zip: Pompano Beach, FL 33069
Home Phone: 954-601-7536 Cell Phone:
Email: beredeemed2010@yahoo.com Fax:

Business Information:
Employer/Business Name: N/A
Current Position / Occupation:
Business Address:
City/State/Zip:
Business Phone: Fax: Email:

Are you a U.S. Citizen? Yes✓ No___

Are you a resident of Pompano Beach? Yes✓ No___ Reside in District: 1__ 2__ 3__ 4__ (5)

Do you own real property in Pompano Beach? Yes✓ No___ ok

Are you a registered voter? Yes✓ No___

Have you ever been convicted of a felony? Yes___ No✓

Current or prior service on governmental boards and/or committees: NONE

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

✓	Affordable Housing	✓	Cultural Arts		Parks and Recreation
	Air Park		Education		*Planning & Zoning/Local Planning Agency
	Architectural Appearance		Emergency Medical Services		*Police & Firefighter's Retirement System
	Budget Review		*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: 2002-2004 City College - Bachelors Degree Business Administration; 2000-2002 City College - Associates Degree Radio Television Broadcasting

Experience: I am a minister at Destiny worship Center, in Fort Lauderdale, Florida. I have volunteered in the community through Surveging, Counseling, mentoring and aspire to plant a mega youth facility in the city of Pompano for the Arts.

Past Positions: I was an insurance agent for over 15 years. I am birthing a media ministry in the heart of Pompano Beach. I have worked in media within ministry for over 10 years. Worked with a Foundation for over a year assisting those in need with financial assistance and building funds.

Hobbies: Sing, dance, teach, mentor, minister, write, Read, Create, Assist others, Restructure administratively

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

Signature: Doreen L Malcolm

Date: 11/6/10

Initials of Clerk or Deputy: MS

Date received or confirmed: 6/26/13 11/9/10

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

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

From: Doreen Malcolm (bringingitalltogether@yahoo.com)
To: tpollock@dickeyinc.com; bringingitalltogether@yahoo.com;
Date: Tue, October 26, 2010 9:00:56 AM
Cc:
Subject: Doreen Malcolm's Resume

Doreen L. Malcolm
2613 NW 2nd Street
Pompano Beach, Fl. 33069
Phone: (954) 601-7536
Email: bringingitalltogether@yahoo.com

OBJECTIVE
To obtain employment in the Media, Administrative or Educational field utilizing my Managerial and interpersonal skills.

QUALIFICATIONS
My employment Experiences have been very informative and resourceful by allowing me to obtain excellent Leadership and multi-tasking skills. I work well in group settings and I adjust well to all work environments. My work ethics are through and detailed. I excel on success and believe in giving my very best effort on any assignment recieved.

EDUCATION
2002- 2004 City College Bachelors Degree in Business Administration
2000- 2002 City College Associates Degree in Radio/Television Broadcasting

EMPLOYMENT
2009- 2010 Director of Operations/ Executive Director The Ruth Foundation
Worked along side the Visionary/ CEO in preparence of rebuilding the Foundation and eight other entities under the master company RA Holdings from hiring/ interviewing staff to Marketing, writing policies for each company, supervising six or more staff in one setting to meeting with applicants in the field applying for assistance and grant monenies. These clients consisted of business owners, corporations, churches and entertianment organizations.

2006- 2008 Customer Service Rep.
Brown & Brown Insurance
Dealt with specific clients that fell within a certian alphabet split within our Personal Lines insurance department regarding their existing policies such as cross- selling, problem solving, reinstatements.

2003- 2006 Personal Lines Department Manager
PJK Insurance, Inc.
Serviced Personal Lines clients with their personal policies by cross- selling, problem solving, reinstatements, Marketing and conducting sales seminars at churches and other community organizations.

ACTIVITIES
I am computer literate in Word, email, multiple search engines and applications. I possess excellent sales and customer service skills.

CITY OF POMPANO BEACH, FL
ADVISORY BOARD/COMMITTEE APPLICATION

City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061

Fax No.: (954) 786-4095

Phone No.: (954) 786-4611

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: Education Advisory Committee

NAME OF APPLICANT: Mr. Clovis B. Nelson.

RESIDENCY ADDRESS: 1090 NW 24th Avenue.

ZIP CODE: 33069 **HOME PHONE NO.:** (954) 297-2881

MAILING ADDRESS: 1090 NW 24th Avenue.

CITY/STATE/ZIP CODE: Pompano Beach Florida 33069.

ARE YOU A CITY RESIDENT? YES: ☑ NO: ☐

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: 1: ☐ 2: ☐ 3: ☐ 4: ☐ 5: ☑

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: ☑ NO: ☐

ARE YOU A REGISTERED VOTER? YES: ☐ NO: ☑

HAVE YOU BEEN CONVICTED OF A FELONY IN FLORIDA, OR ANY OTHER STATE, WITHOUT YOUR CIVIL RIGHTS HAVING BEEN RESTORED. YES: ☐ NO: ☑

BUSINESS OR OCCUPATION: Teacher / Professor.

BUSINESS ADDRESS: N/A

CITY/STATE: N/A

ZIP CODE:_____ BUSINESS PHONE NO._____

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? NO

IF YES, PLEASE LIST NAME:_____

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE?__

IF YES, PLEASE LIST NAME:

Education Advisory Committee	NW CRA ADVISORY BOARD
Cultural Arts Committee	Planning and Zoaning Board
Community Development Advisory	Housing Authority of Pompano Beach

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? No

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE:_____

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE:

EDUCATION: Two Bachelors Degrees, a Masters Degree, / currently pursuing a P.H.D. Degree in Leadership.

EXPERIENCE: Over 20 years experience as an educator / academic writer and reseacher.

CURRENT POSITION: P.H.D student.

PAST POSITIONS: Teacher / professor.

HOBBIES: Art, Poetry, reading, singing, intellectual discussions.

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION:

C. B. [illegible] — SIGNATURE OF APPLICANT

09/02/09 — DATE OF APPLICATION

KD — INITIALS OF CLERK OR DEPUTY

6/26/13 — 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.

BY-LAWS OF THE HOUSING AUTHORITY

of

POMPANO BEACH, FLORIDA

Revised 5/28/87

ARTICLE I - THE AUTHORITY

Section I - Name of Authority. The name of the Authority shall be "Housing Authority of the City of Pompano Beach, Florida."

Section 2 - Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority and the year of its organization.

Section 3 - Office of Authority. The offices of the Authority shall be at such place or places in the City of Pompano Beach, Florida or the Pompano Beach Farm Labor Camp as the Authority may from time to time designate by resolution.

ARTICLE II - OFFICERS

Section 1 - Officers. The officers of the Authority shall be a Chairman, a Vice Chairman and a Secretary (who shall be Executive Director).

Section 2 - Chairman. The Chairman shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority, the Chairman shall sign all contracts, deeds and other instruments made by the Authority. At each meeting, the Chairman shall submit such recommendations and information as he may consider proper concerning the business, affairs and policies of the Authority.

Section 3 - Vice Chairman. The Vice Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman; and in case of the resignation or death of the Chairman the Vice Chairman shall perform such duties are imposed on the Chairman until such time as the Authority shall appoint a new Chairman.

Section 4 - Secretary. The Secretary shall keep the records of the Authority, shall act as secretary of the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his office. He shall keep in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Authority.

He shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank

or banks as the payment of money and shall pay out and disburse such moneys under the direction of the Authority. Except as otherwise authorized by resolution of the Authority, all such orders and checks shall be countersigned by the Chairman. He shall keep regular books of accounts showing receipts and expenditures and shall render to the Authority, at each regular meeting (or oftener when requested), an account of his transactions and also of the financial condition of the Authority. He shall give such bond for the faithful performance of his duties as the Authority may determine.

The compensation of the Secretary shall be determined by the Authority, provided that a temporary appointee selected from among the commissioners of the Authority shall serve without compensation (other than the payment of necessary expenses).

Section 5 - Executive Director. The Secretary shall be Executive Director of the Authority and shall have general supervision over the administration of the business and affairs of the Authority, subject tot he direction of the Authority. He shall be charged with the management of the Housing projects of the Authority.

Section 6 - Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Authority or the by-laws or rules and regulations of the Authority.

Section 7 - Election or Appointment. The Chairman and Vice Chairman shall be elected at the annual meeting of the Authority from among the commissioners of the Authority, and shall hold office for one year or until their successors are elected and qualified. No member shall be elected to or hold the office of Chairman for more than two (2) consecutive one (1) year terms.

The Secretary shall be appointed by the Authority. Any person appointed to fill the office of Secretary, or any vacancy therein, shall have such term as the Authority fixes, but no commissioner of the Authority shall eligible to this office except as a temporary appointee.

Section 8 - Vacancies. Should the office of Chairman or Vice Chairman become vacant, the Authority shall elect a successor from its membership at the next regular meeting, such election shall be for the unexpired term of said office. When the office of Secretary becomes vacant, the Authority shall appoint a successor, as aforesaid.

Section 9 - Removal of Officers. The Chairman or Vice Chairman may be removed from office at any time by the affirmative vote of three (3) members at their sold discretion and without cause.

Section 10 - Additional Personnel. The Authority may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Housing Authorities Law of Florida, as amended, and all other laws of the State of Florida applicable thereto. The selection and compensation of such personnel (including the Secretary), shall be determined by the

Authority subject to the laws of the State of Florida.

ARTICLE III - MEETINGS

Section I - Annual Meeting. The annual meeting of the Authority shall be held on the 15th day of October at 7:30 o'clock P.M. at the regular meeting place of the Authority. In the event such date shall fall on a Sunday or a legal holiday, the annual meeting shall be held on the next succeeding secular day.

Section 2 - Regular Meetings. Regular meetings may be held without notice at such times and places as may from time to time be determined by resolution of the Authority.

Section 3 - Special Meetings. The Chairman of the Authority may, when he deems it expedient, and shall, upon the written request of two (2) members of the Authority, call a special meeting of the Authority for the purpose of transacting any business designated in the call. The call for a special meeting may be delivered to each member of the Authority or may be mailed to the business or home address of each member of the Authority at least two (2) days prior to the date such special meeting. At such special meeting no business shall be considered other than as designated in the call, but if all of the members of the Authority are present at a special meeting, any and all business may be transacted at such special meeting.

Section 4 - Quorum. At all meetings of the Authority a majority of the members of the Authority shall constitute a quorum for the purpose of transacting business; provided that smaller member may meet and adjourn to some other time or until a quorum is obtained.

Section 5 - Order of Business. At the regular meetings of the Authority the following shall be the order of business:

1. Roll call
2. Reading and approval of the minutes of the previous meeting
3. Bills and communications
4. Report of the Secretary
5. Reports of the Committees
6. Unfinished business.
7. New business
8. Adjournment

All resolutions shall be in writing and shall be copied in a

journal of the proceedings of the Authority.

Section 6 - Manner of Voting. The voting on all questions coming before the Authority shall be by roll call, and the yeas and nays shall be entered upon the minutes of such meeting.

ARTICLE IV - AMENDMENTS

Section 1 - Amendments to By-Laws. The by-laws of the Authority shall be amended only with the approval of at least three (3) of the members of the Authority at a regular or special meeting, but no such amendment shall be adopted unless at least seven (7) days written notice thereof has been previously given to all of the members of the Authority.

After discussion of the resolution, Commissioner George L. Blount moved that said resolution be finally adopted as introduced and read. The motion was seconded by Commissioner Cheshire. The question being put upon the final adoption of said resolution, the roll was called with the following results:

Ayes: G. Banks, G. Blount, Jr., J.B. Cheshire, W. Fullbright and E. A. Mobley.

Nays: None

The Chairman declared such motion carried and the resolution finally adopted.

A corporate seal was then submitted to the meeting. The following resolution was then instructed by Commissioner W. Fullbright, read in full by the Secretary Pro tem, and considered by the Authority:

RESOLUTION NO. 19

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

That the seal submitted to this meeting is hereby adopted as the seal of this Authority and the Secretary of the Authority is hereby authorized and directed to imprint said seal on the margin of the minutes opposite this resolution.

After discussion of the resolution, Commissioner W. Fullbright moved that said resolution be finally be finally adopted as introduced and read. The motion was seconded by Commissioner J. B. Cheshire. The question being put upon the final adoption of said resolution, the roll was called with the following result:

Ayes: G. Banks, G. Blount, Jr., J. B. Cheshire, W. Fullbright, and E. A. Mobley.

Nays: None

The Chairman declared such motion carried and the resolution finally adopted.

The Chairman announced that it was in order to elect the officers of the Authority to serve until the next annual meeting or until their successors are chosen and qualify in their stead.

Commissioners Fullbright and _____ having been nominated to the office of Vice Chairman, upon motion made, seconded and adopted, the nominations were closed. A vote being taken, Commissioner Fullbright was declared by the Chairman to be elected to the office of Vice Chairman.

George P. Banks, Chairman
W. A. Williams, Executive Director and Secretary

Cassandra Bell

From: Patrice Watkins-Edwards
Sent: Thursday, January 15, 2015 2:39 PM
To: Cassandra Bell
Subject: FW: Chapter 421

We are governed by the following:

CHAPTER 421
PUBLIC HOUSING
PART I
HOUSING AUTHORITIES
(ss. 421.001-421.52)

Here is the section that deals with appointments only.

421.05 Appointment, qualifications, and tenure of commissioners; hiring of employees.—
(1) When the governing body of a city adopts a resolution as aforesaid, the mayor, with the approval of the governing body, shall promptly appoint no fewer than five persons, and no more than seven persons, as commissioners of the authority created for such city. Three of the commissioners who are first appointed shall be designated to serve for terms of 1, 2, and 3 years respectively; the remaining commissioners shall be designated to serve for terms of 4 years each, from the date of their appointment. Thereafter, each commissioner shall be appointed as aforesaid for a term of office of 4 years, except that a vacancy shall be filled for the unexpired term by an appointment by the mayor with the approval of the governing body within 60 days after such vacancy occurs. Each housing authority created pursuant to this chapter shall have at least one commissioner who shall be a resident who is current in rent in a housing project or a person of low or very low income who resides within the housing authority's jurisdiction and is receiving rent subsidy through a program administered by the authority or public housing agency that has jurisdiction for the same locality served by the housing authority, which commissioner shall be appointed at the time a vacancy exists. In the case of an authority which has no completed project, no tenant-commissioner shall be appointed until 10 percent of the units in the first project of the authority have been occupied. The cessation of a tenant-commissioner's tenancy in a housing project or the cessation of rent subsidy shall remove such tenant-commissioner from office, and another person meeting the qualifications required for the office shall be appointed for the unexpired portion of the term. After all reasonable efforts have been made and documented, if the commissioners find that no housing project resident or rent subsidy recipient is available to serve as a tenant-commissioner, the existing vacancy shall then be filled through the normal appointment procedures set forth in this subsection. However, such normal appointment shall not preclude the requirement to exercise diligence in all succeeding vacancies to attempt to first appoint a tenant-commissioner until at least one tenant-commissioner has been appointed. No commissioner of an authority may be an officer or employee of the city for which the authority is created. A commissioner shall hold office until a successor has been appointed and has qualified. A certificate of the appointment or reappointment of any commissioner shall be filed with the clerk, and such certificate shall be conclusive evidence of the due and proper appointment of such commissioner. A commissioner shall receive no compensation for his or her services but shall be entitled to the necessary expenses, including travel expenses, incurred in the discharge of his or her duties. The requirements of this subsection with respect to the number of

commissioners of a housing authority apply without regard to the date on which the housing authority was created.

(2) The powers of each authority shall be vested in the commissioners thereof in office from time to time. A majority of the commissioners shall constitute a quorum of the authority for the purpose of conducting its business and exercising its powers and for all other purposes. Action may be taken by the authority upon a vote of a majority of the commissioners present, unless in any case the bylaws of the authority require a larger number. The mayor with the concurrence of the governing body shall designate which of the commissioners appointed shall be the first chair, but when the office of the chair of the authority thereafter becomes vacant, the authority shall select a chair from among its commissioners. An authority shall select from among its commissioners a vice chair; and it may employ a secretary, who shall be the executive director, technical experts, and such other officers, agents, and employees, permanent and temporary, as it may require and shall determine their qualifications, duties, and compensation. For such legal services as it may require, an authority may call upon the chief law officer of the city or may employ its own counsel and legal staff. An authority may delegate to one or more of its agents or employees such powers or duties as it may deem proper.

(3) Notwithstanding the limitation contained in subsection (1) on the number of commissioners of a housing authority, any housing authority that has more than seven commissioners on March 28, 1991, may maintain the same number of commissioners it had on March 28, 1991.

History.—s. 5, ch. 17981, 1937; CGL 1940 Supp. 7100(3-e); s. 1, ch. 59-413; s. 1, ch. 78-165; ss. 1, 2, ch. 80-357; s. 273, ch. 81-259; s. 1, ch. 84-250; s. 1, ch. 89-33; ss. 1, 2, ch. 91-6; s. 82, ch. 97-103.

Louis Fisher
Sandwin Blount
Geo P. Banks
B. Cheshire (Barney)
Henry Smith

RESOLUTION #286

WHEREAS, a petition signed by over twenty-five (25) residents of the City of Pompano Beach has been filed with the City Commission of the City of Pompano Beach, asserting that there is a need for a Housing Authority to function in the City of Pompano Beach, and

WHEREAS, there is a shortage of safe and sanitary dwelling accomodations in the City of Pompano Beach for persons of low income at rentals they can afford, and

WHEREAS, the available accomodations for labor are over-crowded and entirely inadequate to take care of our citizens who require accomodations.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Pompano Beach that there is a need for a Housing Authority to function in said City.

That said Housing Authority, as created under FSA 421.04, Laws of the State of Florida, is herewith authorized to function and transact any business or exercise its powers under the laws of the State of Florida, creating the same under the name of Housing Authority of the City of Pompano Beach, Florida.

PASSED and ADOPTED by the City Commission of the City of Pompano Beach at a meeting assembled this 9th day of September, A. D. 1947.

Cyde Beam
Mayor-Commissioner

ATTEST:
Winifred F. Sharp
City Clerk-Auditor

Louis Fisher
Sandwin Blount
Henry Smith
George Banks
Bernard Rubin

I, Winifred F. Sharp, City Clerk-Auditor of the City of Pompano Beach, do hereby certify that the foregoing Resolution No. 286 was regularly passed and adopted by the City Commission of the City of Pompano Beach at a meeting held in the City Hall on the 9th day of September, A. D. 1947.

Winifred F. Sharp

Chap. 421 4/5

CHAPTER 421

PUBLIC HOUSING

PART I HOUSING AUTHORITIES (ss. 421.001–421.54)

PART II MISCELLANEOUS PROVISIONS (s. 421.55)

PART I

HOUSING AUTHORITIES

421.001 State role in housing and urban development.
421.01 Short title.
421.02 Finding and declaration of necessity.
421.03 Definitions.
421.04 Creation of housing authorities.
421.05 Appointment, qualifications, and tenure of commissioners; hiring of employees.
421.06 Commissioners or employees prohibited from acquiring interests in housing projects and required to disclose interests in specified properties; exception.
421.07 Removal of commissioners.
421.08 Powers of authority.
421.09 Operation not for profit.
421.091 Financial accounting and investments; fiscal year.
421.10 Rentals and tenant selection.
421.101 False representations to obtain lower rent in housing accommodations; penalty.
421.102 Eviction of tenant who violates s. 893.13 or s. 893.135.
421.11 Cooperation of authorities.
421.12 Eminent domain.
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421.14 Debentures.
421.15 Form and sale of debentures.
421.16 Provisions of debentures and trust indentures.
421.17 Validation of debentures and proceedings.
421.18 Remedies of an obligee of authority.
421.19 Additional remedies conferrable by authority.
421.21 Aid from Federal Government; tax exemptions.
421.22 Reports.
421.23 Liabilities of authority.
421.24 Organization and establishment.
421.25 Contracts and undertakings.
421.26 Notes and bonds.
421.261 Continuance of municipal housing authorities when municipality abolished; counties in excess of 400,000.
421.27 Housing authorities in counties.
421.28 Creation of regional housing authority.
421.29 Area of operation of regional housing authority.
421.30 Commissioners of regional authorities.
421.31 Powers of regional housing authority; definitions.
421.32 Rural housing projects.
421.321 Execution of mortgages.
421.33 Housing applications by farmers.
421.34 Additional definitions.
421.35 Supplemental nature of sections.
421.36 Short title.
421.37 Defense housing; finding and declaration of necessity.
421.38 Defense housing by authorities.
421.39 Acting for Federal Government on defense housing.
421.40 Cooperation by public bodies on defense housing.
421.41 Bonds for defense housing legal investments.
421.42 Defense housing contracts validated.
421.43 Removal of restrictions for defense housing.
421.44 Defense housing; definitions.
421.45 Provisions supplemental.
421.46 Organization and establishment of housing authorities validated.
421.47 Contracts and undertakings of housing authorities validated.
421.48 Notes and bonds of housing authorities validated.
421.49 Area of operation of housing authorities for defense housing.
421.50 Decreasing area of operation of regional authority.
421.51 Authority for county excluded from regional authority.
421.52 Authorities; creation, obligations, etc., validated.
421.54 Housing authority, Orange and Seminole Counties; limitation.

421.001 State role in housing and urban development.—The role of state government required by part I of chapter 421 (Housing Authorities Law), chapter 422 (Housing Cooperation Law), chapter 423 (Tax Exemption of Housing Authorities), and chapter 424 (Limited Dividend Housing Companies) is the responsibility of the Department of Community Affairs; and the department is the agency of state government responsible for the state's role in housing and urban development.

History.—s. 18, ch. 69-106; s. 50, ch. 81-167; s. 53, ch. 83-55.

421.01 Short title.—Part I of this chapter may be referred to as the "Housing Authorities Law."

History.—s. 1, ch. 17981, 1937; CGL 1940 Supp. 7100(3-a).

421.02 Finding and declaration of necessity.—It is hereby declared that:

(1) There exist in the state insanitary or unsafe dwelling accommodations and that persons of low income are forced to reside in such insanitary or unsafe accommodations; that within the state there is a short-

age of safe or sanitary dwelling accommodations available at rents which persons of low income can afford and that such persons are forced to occupy overcrowded and congested dwelling accommodations; that the aforesaid conditions cause an increase in and spread of disease and crime and constitute a menace to the health, safety, morals and welfare of the residents of the state and impair economic values; that these conditions necessitate excessive and disproportionate expenditures of public funds for crime prevention and punishment, public health, welfare and safety, fire and accident protection, and other public services and facilities.

(2) Slum areas in the state cannot be cleared, nor can the shortage of safe and sanitary dwellings for persons of low income be relieved, through the operation of private enterprise, and that the construction of housing projects for persons of low income, as herein defined, would therefore not be competitive with private enterprise.

(3) The clearance, replanning and reconstruction of the areas in which insanitary or unsafe housing conditions exist and the providing of safe and sanitary dwelling accommodations for persons of low income, including the acquisition by a housing authority of property to be used for or in connection with housing projects or appurtenant thereto, are exclusively public uses and purposes for which public money may be spent and private property acquired and are governmental functions of public concern.

(4) The necessity in the public interest for the provisions hereinafter enacted, is hereby declared as a matter of legislative determination.

History.—s. 2, ch. 17981, 1937; CGL 1940 Supp. 7100(3-b).

421.03 Definitions.—The following terms, wherever used or referred to in this part, shall have the following respective meanings for the purposes of this part, unless a different meaning clearly appears from the context:

(1) "Authority" or "housing authority" shall mean any of the public corporations created by s. 421.04.

(2) "City" shall mean any city or town of the state having a population of more than 2,500, according to the last preceding federal or state census. "The city" shall mean the particular city for which a particular housing authority is created.

(3) "Governing body" shall mean the city council, the commission, or other legislative body charged with governing the city, as the case may be.

(4) "Mayor" shall mean the mayor of the city or the officer thereof charged with the duties customarily imposed on the mayor or executive head of the city.

(5) "Clerk" shall mean the clerk of the city or the officer of the city charged with the duties customarily imposed on the clerk thereof.

(6) "Area of operation":

(a) In the case of a housing authority of a city having a population of less than 25,000, shall include such city and the area within 5 miles of the territorial boundaries thereof; and

(b) In the case of a housing authority of a city having a population of 25,000 or more shall include such city and the area within 10 miles from the territorial boundaries thereof; provided however, that the area of operation of a housing authority of any city shall not include any area which lies within the territorial boundaries of some other city as herein defined; and further provided that the area of operation shall not extend outside of the boundaries of the county in which the city is located and no housing authority shall have any power or jurisdiction outside of the county in which the city is located.

(7) "Federal Government" shall include the United States, the Federal Emergency Administration of Public Works or any other agency or instrumentality, corporate or otherwise, of the United States.

(8) "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitary facilities, or any combination of these factors, are detrimental to safety, health and morals.

(9) "Housing project" shall mean any work or undertaking:

(a) To demolish, clear, or remove buildings from any slum area; such work or undertaking may embrace the adaption of such area to public purposes, including parks or other recreational or community purposes; or

(b) To provide decent, safe and sanitary urban or rural dwellings, apartments or other living accommodations for persons of low income; such work or undertaking may include buildings, land, equipment, facilities and other real or personal property for necessary, convenient or desirable appurtenances, streets, sewers, water service, parks, site preparation, gardening, administrative, community, health, recreational, educational, welfare or other purposes; or

(c) To accomplish a combination of the foregoing. The term "housing project" also may be applied to the planning of the buildings and improvements, the acquisition of property, the demolition of existing structures, the construction, reconstruction, alteration and repair of the improvements and all other work in connection therewith.

(10) "Persons of low income" shall mean persons or families who lack the amount of income which is necessary, as determined by the authority undertaking the housing project, to enable them, without financial assistance, to live in decent, safe and sanitary dwellings, without overcrowding.

(11) "Debentures" shall mean any notes, interim certificates, debentures, revenue certificates, or other obligations issued by an authority pursuant to this chapter.

(12) "Real property" shall include all lands, including improvements and fixtures thereon, and property of any nature appurtenant thereto, or used in connection therewith, and every estate, interest and right, legal or equitable, therein, including terms for years and liens by way of judgment, mortgage or otherwise and the indebtedness secured by such liens.

(13) "Obligee of the authority" or "obligee" shall include any holder of debentures, trustee or trustees for any such holders, or lessor demising to the authority property used in connection with a housing project, or any assignee or assignees of such lessor's interest or any part thereof, and the Federal Government when it is a party to any contract with the authority.

History.—s. 3, ch. 17981, 1937; CGL 1940 Supp. 7100(3-c); s. 1, ch. 20219, 1941; s. 1, ch. 28061, 1953; s. 24, ch. 57-1; s. 1, ch. 67-566.

Chap. 1 Ln Sta 4/21

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7100(3-c); s. 1, ch. 20219, 1941,
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421.04 Creation of housing authorities.—

(1) In each city, as herein defined, there is hereby created a public body corporate and politic to be known as the "Housing Authority" of the city; provided, however, that such authority shall not transact any business or exercise its powers hereunder until or unless the governing body of the city by proper resolution shall declare that there is need for an authority to function in such city. The determination as to whether there is such need for an authority to function:

(a) May be made by the governing body on its own motion; or

(b) Shall be made by the governing body upon the filing of a petition signed by 25 residents of the city asserting that there is need for an authority to function in such city and requesting that the governing body so declare.

(2) The governing body may adopt a resolution declaring that there is need for a housing authority in the city if it shall find that:

(a) Insanitary or unsafe inhabited dwelling accommodations exist in such city; or

(b) There is a shortage of safe or sanitary dwelling accommodations in such city available to persons of low income at rentals they can afford. In determining whether dwelling accommodations are unsafe or insanitary said governing body may take into consideration the degree of overcrowding, the percentage of land coverage, the light, air, space and access available to the inhabitants of such dwelling accommodations, the size and arrangement of the rooms, the sanitary facilities, and the extent to which conditions exist in such buildings which endanger life or property by fire or other causes.

(3) In any suit, action or proceeding involving the validity or enforcement of or relating to any contract of the authority, the authority shall be conclusively deemed to have become established and authorized to transact business and exercise its powers hereunder upon proof of the adoption of a resolution by the governing body declaring the need for the authority. Such resolution or resolutions shall be sufficient if it declares that there is such need for an authority and finds in substantially the foregoing terms, no further detail being necessary, that either or both of the above enumerated conditions exist in the city. A copy of such resolution duly certified by the clerk shall be admissible in evidence in any suit, action or proceeding.

History.—s. 4, ch. 17981, 1937; CGL 1940 Supp. 7100(3-d).

421.05 Appointment, qualifications, and tenure of commissioners; hiring of employees.—

(1) When the governing body of a city adopts a resolution as aforesaid, the mayor, with the approval of the governing body, shall promptly appoint no fewer than five persons as commissioners of the authority created for such city. Three of the commissioners who are first appointed shall be designated to serve for terms of 1, 2, and 3 years respectively; the remaining commissioners shall be designated to serve for terms of 4 years each, from the date of their appointment. Thereafter, each commissioner shall be appointed as aforesaid for a term of office of 4 years, except that a vacancy shall be filled for the unexpired term by an appointment by the mayor with the approval of the governing body v in 60 days after such vacancy occurs. Each housing thority created pursuant to this chapter shall hav least one commissioner who shall be a resident wh current in rent in a housing project or a person of lo very low income who resides within the housing auth ty's jurisdiction and is receiving rent subsidy throug program administered by the authority or public hous agency that has jurisdiction for the same locality sen by the housing authority, which commissioner shall appointed at the time a vacancy exists. In the case an authority which has no completed project, no tena commissioner shall be appointed until 10 percent of units in the first project of the authority have been oc pied. The cessation of a tenant-commissioner's tenar in a housing project or the cessation of rent subsidy sh remove such tenant-commissioner from office, and other person meeting the qualifications required for t office shall be appointed for the unexpired portion of t term. After all reasonable efforts have been made a documented, if the commissioners find that no housi project resident or rent subsidy recipient is available serve as a tenant-commissioner, the existing vacan shall then be filled through the normal appointment pr cedures set forth in this subsection. However, such no mal appointment shall not preclude the requirement exercise diligence in all succeeding vacancies to a tempt to first appoint a tenant-commissioner until least one tenant-commissioner has been appointed. N commissioner of an authority may be an officer or em ployee of the city for which the authority is created. commissioner shall hold office until his successor ha been appointed and has qualified. A certificate of th appointment or reappointment of any commissione shall be filed with the clerk, and such certificate shall b conclusive evidence of the due and proper appointmen of such commissioner. A commissioner shall receive n compensation for his services, but he shall be entitle to the necessary expenses, including travel expenses incurred in the discharge of his duties.

(2) The powers of each authority shall be vested i the commissioners thereof in office from time to time. A majority of the commissioners shall constitute a quorum of the authority for the purpose of conducting its business and exercising its powers and for all other purposes. Action may be taken by the authority upon a vote of a majority of the commissioners present, unless in any case the bylaws of the authority require a larger number. The mayor with the concurrence of the governing body shall designate which of the commissioners appointed shall be the first chairman, but when the office of the chairman of the authority thereafter becomes vacant, the authority shall select a chairman from among its commissioners. An authority shall select from among its commissioners a vice chairman; and it may employ a secretary, who shall be the executive director, technical experts, and such other officers, agents, and employees, permanent and temporary, as it may require and shall determine their qualifications, duties, and compensation. For such legal services as it may require, an authority may call upon the chief law officer of the city or may employ its own counsel and legal staff. An authority may delegate to one or more of its agents or employees

such powers or duties as it may deem proper.

History.—s. 5, ch. 17981, 1937; CGL 1940 Supp. 7100(3-e); s. 1, ch. 59-413; s. 1, ch. 78-165; ss. 1, 2, ch. 80-357; s. 273, ch. 81-259; s. 1, ch. 84-250; s. 1, ch. 89-33.

421.06 Commissioners or employees prohibited from acquiring interests in housing projects and required to disclose interests in specified properties; exception.—Except for the leasehold interest held by a tenant-commissioner in the housing project in which he is a tenant, no commissioner or employee of an authority shall acquire any interest, direct or indirect, in any housing project or in any property included or planned to be included in any project, nor shall he have any interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any housing project. If a commissioner or employee of an authority owns or controls an interest, direct or indirect, in any property included or planned to be included in any housing project, he shall immediately disclose the same in writing to the authority. Such disclosure shall be entered upon the minutes of the authority. Failure so to disclose such interest constitutes misconduct in office.

History.—s. 6, ch. 17981, 1937; CGL 1940 Supp. 7100(3-f); s. 2, ch. 84-250.

421.07 Removal of commissioners.—For inefficiency or neglect of duty or misconduct in office, a commissioner of an authority may be removed by the mayor with the concurrence of the governing body, but a commissioner shall be removed only after he shall have been given a copy of the charges at least 10 days prior to the hearing thereon and had an opportunity to be heard in person or by counsel. In the event of the removal of any commissioner, a record of the proceedings, together with the charges and findings thereon, shall be filed in the office of the clerk.

History.—s. 7, ch. 17981; 1937; CGL 1940 Supp. 7100(3-g); s. 2, ch. 59-413.

421.08 Powers of authority.—An authority shall constitute a public body corporate and politic, exercising the public and essential governmental functions set forth in this chapter, and having all the powers necessary or convenient to carry out and effectuate the purpose and provisions of this chapter, including the following powers in addition to others herein granted:

(1) To sue and be sued; to have a seal and to alter the same at pleasure; to have perpetual succession; to make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the authority; to appear in court through any of its officers, agents, or employees, for the exclusive purpose of filing eviction papers; and to make and from time to time amend and repeal bylaws, rules and regulations, not inconsistent with this chapter, to carry into effect the powers and purposes of the authority.

(2) Within its area of operation, to prepare, carry out, acquire, lease, and operate housing projects; to provide for the construction, reconstruction, improvement, alteration, or repair of any housing project or any part thereof.

(3) To arrange or contract for the furnishing by any person or agency, public or private, of services, privileges, works, or facilities for, or in connection with, a housing project or the occupants thereof; provided, however, that notwithstanding any other power or provision in this chapter, the authority shall not construct, lease, control, purchase, or otherwise establish in connection with or as a part of any housing project or any other real or any other property under its control, any system, work, facilities, plants, or other equipment for the purpose of furnishing utility service of any kind to such projects or to any tenant or occupant thereof in the event that a system, work, facility, plant, or other equipment for the furnishing of the same utility service is being actually operated by a municipality or private concern in the area of operation or the city or the territory immediately adjacent thereto; provided, further, that nothing herein shall be construed to prohibit the construction or acquisition by the authority of any system, work, facilities, or other equipment for the sole and only purpose of receiving utility services from any such municipality or such private concern and then distributing such utility services to the project and to the tenants and occupants thereof; and, notwithstanding anything to the contrary contained in this chapter or in any other provision of law, to include in any contract let in connection with a project, stipulations requiring that the contractor and any subcontractors comply with requirements as to minimum wages and maximum hours of labor, and comply with any conditions which the Federal Government may have attached to its financial aid of the project.

(4) To lease or rent any dwellings, houses, accommodations, lands, buildings, structures, or facilities embraced in any housing project and, subject to the limitations contained in this chapter, to establish and revise the rents or charges therefor; to own, hold, and improve real or personal property; to purchase, lease, obtain options upon, acquire by gift, grant, bequest, devise, or otherwise any real or personal property or any interest therein; to acquire by the exercise of the power of eminent domain any real property; to sell, lease, exchange, transfer, assign, pledge, or dispose of any real or personal property or any interest therein; to insure or provide for the insurance of any real or personal property or operations of the authority against any risks or hazards; to procure or agree to the procurement of insurance or guarantees from the Federal Government of the payment of any such debts or parts thereof, whether or not incurred by said authority, including the power to pay premiums on any such insurance.

(5) To invest any funds held in reserves or sinking funds, or any funds not required for immediate disbursement, in property or securities in which savings banks may legally invest funds subject to their control; to purchase its debentures at a price not more than the principal amount thereof and accrued interest, all debentures so purchased to be canceled.

(6) Within its area of operation: to investigate into living, dwelling, and housing conditions and into the means and methods of improving such conditions; to determine where slum areas exist or where there is a shortage of decent, safe, and sanitary dwelling accommodations for persons of low income; to make studies and recommendations relating to the problem of clearing, replanning, and reconstruction of slum areas and the problem of providing dwelling accommodations for persons of low income; to administer fair housing ordi-

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nances and other ordinances as adopted by cities, counties, or other authorities who wish to contract for administrative services and to cooperate with the city, the county, [1]or the state or any political subdivision thereof in action taken in connection with such problems; and to engage in research, studies, and experimentation on the subject of housing.

(7) Acting through one or more commissioners or other person or persons designated by the authority; to conduct examinations and investigations and to hear testimony and take proof under oath at public or private hearings on any matter material for its information; to administer oaths, issue subpoenas requiring the attendance of witnesses or the production of books and papers and to issue commissions for the examination of witnesses who are outside of the state or unable to attend before the authority, or excused from attendance; to make available to appropriate agencies, including those charged with the duty of abating or requiring the correction of nuisances or like conditions, or of demolishing unsafe or insanitary structures within its area of operation, its findings and recommendations with regard to any building or property where conditions exist which are dangerous to the public health, morals, safety, or welfare.

(8) To exercise all or any part or combination of powers herein granted. No provisions of law with respect to acquisition, operation, or disposition of property by other public bodies shall be applicable to an authority unless the Legislature shall specifically so state.

History.—s. 8, ch. 17981, 1937; CGL 1940 Supp. 7100(3-h); s. 37, ch. 86-192; s. 1, ch. 87-109.

[1]Note.—The word "or" was inserted by the editors.

421.09 Operation not for profit.—It is the policy of this state that each housing authority shall manage and operate its housing projects in an efficient manner so as to enable it to fix the rentals for dwelling accommodations at the lowest possible rates consistent with its providing decent, safe and sanitary dwelling accommodations, and that no housing authority shall construct or operate any such project for profit, or as a source of revenue to the city. To this end an authority shall fix the rentals for dwellings in its project at no higher rate than it shall find to be necessary in order to produce revenues which, together with all other available moneys, revenue, income and receipts of the authority from whatever sources derived, will be sufficient:

(1) To pay, as the same shall become due, the principal and interest on the debentures of the authority;

(2) To meet the cost of, and to provide for, maintaining and operating the projects, including the cost of any insurance, and the administrative expenses of the authority; and

(3) To create, during not less than the 6 years immediately succeeding its issuance of any debentures, a reserve sufficient to meet the largest principal and interest payments which will be due on such debentures in any one year thereafter, and to maintain such reserve.

History.—s. 9, ch. 17981, 1937; CGL 1940 Supp. 7100(3-i).

421.091 Financial accounting and investments; fiscal year.—

(1) A complete and full financial accounting and audit in accordance with federal audit standards of public housing agencies shall be made biennially by a certified public accountant. A copy of such audit shall be filed with the governing body and with the Auditor General.

(2) The fiscal year of a housing authority shall be the fiscal year established by the Federal Government.

History.—s. 3, ch. 59-413; s. 2, ch. 78-165; s. 3, ch. 83-106.

421.10 Rentals and tenant selection.—

(1) In the operation or management of housing projects an authority shall at all times observe the following duties with respect to rentals and tenants selection:

(a) It may rent or lease the dwelling accommodations therein only to persons of low income and at rentals within the financial reach of such persons of low income;

(b) It may rent or lease to a tenant dwelling accommodations consisting of the number of rooms, but no greater number, which it deems necessary to provide safe and sanitary accommodations to the proposed occupants thereof, without overcrowding; and

(c) It shall accept any person as a tenant in any housing project according to the appropriate guidelines as established by the United States Department of Housing and Urban Development or other federal agencies.

(d) The Department of Health and Rehabilitative Services, pursuant to 45 C.F.R. s. 233.20(a)(3)(vii)(c), shall not consider as income for aid to families with dependent children assistance received by recipients from other agencies or organizations such as public housing authorities.

(2) Nothing contained in this section or s. 421.09, shall be construed as limiting the power of an authority to vest in an obligee the right, in the event of a default by the authority, to take possession of a housing project or cause the appointment of a receiver thereof, free from all the restrictions imposed by this or the preceding section.

(3) This section shall not apply to housing facilities financed by loans made for the purpose of providing such facilities for domestic farm labor pursuant to s. 514 of the Federal Housing Act of 1949.

History.—s. 10, ch. 17981, 1937; s. 1, ch. 19510, 1939; CGL 1940 Supp. 7100(3-j); s. 7, ch. 22858, 1945; s. 1, ch. 65-223; s. 3, ch. 78-165

421.101 False representations to obtain lower rent in housing accommodations; penalty.—Whoever makes a false statement or representation, knowing it to be false, or knowingly fails to disclose a material fact in order to obtain a lower rent for housing accommodations in a low-rent housing development operated pursuant to chapter 421, than the rental such person is required to pay pursuant to federal or state statutes, schedule of rents or rules and regulations as determined and fixed by housing authorities created pursuant to chapter 421, aforesaid, shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083; and each such false statement or representation or failure to disclose a material fact as aforesaid shall constitute a separate offense.

History.—s. 1, ch. 61-468; s. 362, ch. 71-136.

421.102 Eviction of tenant who violates s. 893.13 or s. 893.135.—Any municipal, county, or regional housing authority operating a public housing project within this state may evict any housing project tenant who is adjudicated guilty of a violation of s. 893.13 or s. 893.135, relating to the sale, manufacture, delivery, or possession of a controlled substance, if such offense is committed in or on the premises of the public housing project. Only the individual tenant adjudicated guilty of such violation may be evicted. Other household members may remain in possession of the premises. Any person evicted under this section who returns to the premises is guilty of criminal trespass. Notwithstanding the provisions of s. 421.10(1)(c), a housing authority may consider a rental application by a person evicted under this section only upon a showing of rehabilitation.

History.—s. 1, ch. 87-26; s. 2, ch. 89-281.

421.11 Cooperation of authorities.—

(1) Any two or more housing authorities may join or cooperate with one another in the exercise, either jointly or otherwise, of any or all of their powers for the purpose of financing, including the issuance of bonds, debentures, notes or other obligations and giving security therefor; planning; undertaking; owning; constructing; operating; or contracting with respect to a housing project or projects located within the area of operation of any one or more of said authorities. For such purpose, an authority may by resolution prescribe and authorize any other housing authority or authorities, so joining or cooperating with it, to act on its behalf with respect to any or all such powers. Any authorities joining or cooperating with one another may by resolutions appoint from among the commissioners of such authorities an executive committee with full power to act on behalf of such authorities with respect to any or all of their powers, as prescribed by resolutions of such authorities.

(2) Any county housing authority may enter into an interlocal agreement with one or more local governing bodies pursuant to the provisions of s. 163.01, the Florida Interlocal Cooperation Act of 1969, with respect to projects or programs located within the county or an adjacent county, and any city housing authority may enter into such agreement with respect to projects or programs located within the county, provided that no power granted an authority under s. 421.08 may be reserved to or exercised by a local governing body under such agreement.

History.—s. 11, ch. 17981, 1937; CGL 1940 Supp. 7100(3-k); s. 1, ch. 21699, 1943; s. 4, ch. 78-165, s. 38, ch. 86-192.

421.12 Eminent domain.—An authority shall have the right to acquire by the exercise of the power of eminent domain any real property which it may deem necessary for its purposes under this chapter after the adoption by it of a resolution declaring that the acquisition of the real property described therein is necessary for such purposes. An authority may exercise the power of eminent domain in the manner provided in chapters 73 and 74. Property already devoted to a public use may be acquired in like manner, provided that no real property belonging to the city, the county, the state or any political subdivision thereof may be acquired without its consent.

History.—s. 12, ch. 17981, 1937; CGL 1940 Supp. 7100(3-l).

421.13 Planning, zoning and building laws.—All housing projects of an authority shall be subject to the planning, zoning, sanitary and building laws, ordinances and regulations applicable to the locality in which the housing project is situated. In the planning and location of any housing project, an authority shall take into consideration the relationship of the project to any larger plan or long-range program for the development of the area in which the housing authority functions.

History.—s. 13, ch. 17981, 1937; CGL 1940 Supp. 7100(3-x).

421.14 Debentures.—

(1) An authority may issue debentures from time to time in its discretion, for any of its corporate purposes. An authority may also issue refunding debentures for the purpose of paying or retiring debentures previously issued by it. An authority may issue such types of debentures as it may determine, including debentures on which the principal and interest are payable:

(a) Exclusively from the income and revenues of the housing project financed with the proceeds of such debentures, or with such proceeds together with a grant from the federal government in aid of such project;

(b) Exclusively from the income and revenues of certain designated housing projects whether or not they were financed in whole or in part with the proceeds of such debentures; or

(c) From its revenues generally.

Any of such debentures may be additionally secured by a pledge of any revenues of any housing project, projects or other property of the authority.

(2) Neither the commissioners of an authority nor any person executing the debentures shall be liable personally on the debentures by reason of the issuance thereof. The debentures and other obligations of an authority, and such debentures and obligations shall so state on their face, shall not be a debt of the city, the county, the state or any political subdivision thereof, and neither the city or the county, nor the state or any political subdivision thereof shall be liable thereon, nor in any event shall such debentures or obligations be payable out of any funds or properties other than those of said authority. The debentures shall not constitute an indebtedness within the meaning of any constitutional or statutory debt or bond limitation or restriction.

History.—s. 14, ch. 17981, 1937; CGL 1940 Supp. 7100(3-y).

421.15 Form and sale of debentures.—

(1) Debentures of an authority shall be authorized by its resolution and may be issued in one or more series and shall bear such dates, mature at such times, bear an average interest cost rate net of federal subsidies not exceeding the rate established according to s. 215.84, be in such denominations, be in such form, either coupon or registered, carry such conversion or registration privileges, have such rank or priority, be executed in such manner, be payable in such medium of payment, at such places and be subject to such terms of redemption, with or without premium, as such resolution or its trust indenture may provide.

(2) The debentures may be sold at public sale held after notice published once at least 5 days prior to such sale in a newspaper having a general circulation in the

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city and in a financial newspaper published in the City of Chicago, Illinois, or in the City of New York, New York; however, such debentures may be sold to the Federal Government at private sale without any public advertisement.

(3) In the event an offer of an issue of debentures at public sale produces no bid, or in the event all bids received are rejected, the authority is authorized to negotiate for the sale of such debentures under such rates and terms as are acceptable; however, upon their sale, the State Board of Administration shall be notified, and no such bonds shall be so sold or delivered on terms less favorable than the terms contained in any bids rejected at the public sale thereof, or the terms contained in the notice of public sale if no bids were received at such public sale.

(4) In case any of the commissioners or officers of the authority whose signatures appear on any debentures or coupons shall cease to be such commissioners or officers before the delivery of such debentures, such signatures shall, nevertheless, be valid and sufficient for all purposes, the same as if such commissioners or officers had remained in office until such delivery. Any provision of any law to the contrary notwithstanding, any debentures issued pursuant to this chapter shall be fully negotiable.

(5) In any suit, action, or proceedings involving the validity or enforceability of any debenture of an authority or the security therefor, any such debenture reciting in substance that it has been issued by the authority to aid in financing a housing project to provide dwelling accommodations for persons of low income shall be conclusively deemed to have been issued for a housing project of such character; and said project shall be conclusively deemed to have been planned, located, and constructed in accordance with the purposes and provisions of this chapter.

History.—s. 15, ch. 17981, 1937; CGL 1940 Supp. 7100(3-z); s. 5, ch. 78-165; s. 30, ch. 83-215.

421.16 Provisions of debentures and trust indentures.—In connection with the issuance of debentures or the incurring of obligations under leases and in order to secure the payment of such indentures or obligations, an authority, in addition to its other powers, shall have power:

(1) To pledge all or any part of its gross or net rents, gross or net fees or gross or net revenues to which its right then exists or may thereafter come into existence.

(2) To covenant against pledging all or any part of its rents, fees and revenues, or against mortgaging all or any part of its real or personal property, to which its right or title then exists or may thereafter come into existence or against permitting or suffering any lien on such revenues or property; to covenant with respect to limitations on its rights to sell, lease or to otherwise dispose of any housing project or any part thereof; and to covenant as to what other, or additional debts or obligations may be incurred by it.

(3) To covenant as to the debentures to be issued and as to the issuance of such debentures in escrow or otherwise, and as to the use and disposition of the proceeds thereof; to provide for the replacement of lost, destroyed or mutilated debentures; to covenant against extending the time for the payment of its debentures or interest thereon; and to redeem the debentures, and to covenant for their redemption and to provide the terms and conditions thereof.

(4) To covenant, subject to the limitations contained in this chapter, as to the rents and fees to be charged in the operation of a housing project or projects, the amount to be raised each year or other period of time by rents, fees and other revenues, and as to the use and disposition to be made thereof; to create or to authorize the creation of special funds for moneys held for construction or operating costs, debt service, reserves, or other purposes, and to covenant as to the use and disposition of the moneys held in such funds.

(5) To prescribe the procedure, if any, by which the terms of any contract with the holders of debentures may be amended or abrogated, the amount of debentures the holders of which must consent thereto, and the manner in which such consent may be given.

(6) To covenant as to the use of any or all of its real or personal property; and to covenant as to the maintenance of its real and personal property, the replacement thereof, the insurance to be carried thereon and the use and disposition of insurance moneys.

(7) To covenant as to the rights, liabilities, powers and duties arising upon the breach by it of any covenant, condition, or obligation, and to covenant and prescribe as to events of default and terms and conditions upon which any or all of its debentures or obligations shall become or may be declared due before maturity, and as to the terms and conditions upon which such declaration and its consequences may be waived.

(8) To vest in a trustee or trustees or the holders of debentures or any proportion of them the right to enforce the payment of the debentures or any covenants securing or relating to the debentures; to vest in a trustee or trustees the right, in the event of a default by said authority, to take possession and use, operate and manage any housing project or part thereof, and to collect the rents and revenues arising therefrom and to dispose of such moneys in accordance with the agreement of the authority with said trustee; to provide for the powers and duties of a trustee or trustees and to limit the liabilities thereof; and to provide the terms and conditions upon which the trustee or trustees or the holders of debentures or any proportion of them may enforce any covenant or rights securing or relating to the debentures.

(9) To exercise all or any part or combination of the powers herein granted.

History.—s. 16, ch. 17981, 1937; CGL 1940 Supp. 7100(3-aa)

421.17 Validation of debentures and proceedings.

(1) A housing authority shall have the right, if it deems it expedient, to determine its authority to issue any debentures, and the legality of all proceedings had or taken in connection therewith, in the same manner and to the same extent, except as otherwise provided in this section, as provided in chapter 75 for the determination by a county, municipality, taxing district, or other political district or subdivision of its authority to incur bonded debt or to issue certificates of indebtedness and of the legality of all proceedings had or taken in connection therewith.

Housing Authority of Pompano Beach MEMBERS

Name	Address	District	Phone	Appointed	Expires	Reso No.
Gladys M. Sutton	2731 N.E. 2nd Terrace (33064) suttonjenna@aol.com	2	954-785-9411 954-357-6765 (O)	7/23/2013	9/10/2017	2013-338
Jimmie L. Glenn	416 N.W. 9th Avenue (33060) jglenn@hapb.org	4	954-946-1696 954-785-7200 (o)	7/23/2013	9/10/2017	2013-337
Willie Ruth Heath **(Resident with the Rent Subsidy Program)**	1510 NW 17th Ave., (33069) Heath.Willie@att.net	4	954-970-2960	9/27/2011	10/4/2015	2011-347
Carolyn Rhone	780 N.W. 23rd Terrace (33069) azurefl@aim.com	5	954-972-7295 c (561) 395-7100 (O)	7/26/2011	9/10/2015	2011-300
Gary E. McLamore	1751 Northwest 6th Avenue(33060) garymclamore@gmail.com	4	954-943-7249 H 754-264-3712 C	1/13/2015	9/10/2015 *Kevin McDougal term	2015-145

Contacts:

Cassandra Bell- Administative Asst.	954-785-7200 ext. 236 cbell@hapb.org
Patrice Watkins-Edwards- Assitstant Executive Director	954-785-7200 ext. 233 pwatkins@hapb.org
Ralph Adderly- Executive Director/ Secretary	954-785-7200 ext. 226 radderly@hapb.org

Meets: Third Wednesday of each month @ 4:00pm in the Housing Authority Office
321 W. Atlantic Blvd. (954-785-7200)
Established: City Resolution No. 286

HUD provides oversight for HAPB, however, the City Commission is responsible to appoint someone to this Board

Revised 01/27/15

Meeting Date: September 8, 2015 Agenda Item 36

REQUESTED COMMISSION ACTION:

Consent	Ordinance	X **Resolution**	Consideration/ Discussion	Presentation

SHORT TITLE APPOINTMENT TO THE HOUSING AUTHORITY OF POMPANO BEACH

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING_____TO THE HOUSING AUTHORITY OF THE CITY OF POMPANO BEACH FOR A TERM OF FOUR (4) YEARS; SAID TERM TO EXPIRE ON SEPTEMBER 10, 2019; PROVIDING AN EFFECTIVE DATE.

(PLEASE REFER TO THE PREVIOUS ITEM FOR APPLICANTS)

This is a City Commission's Appointment.

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

(1) Origin of request for this action: City Clerk's Office
(2) Primary staff contact: Asceleta Hammond Ext. 4611
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding:

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Clerk's Office	8/25/15	Approve	Asceleta Hammond
X City Manager			Dennis W. Beal

ACTION TAKEN BY COMMISSION:

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

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____TO THE HOUSING AUTHORITY OF THE CITY OF POMPANO BEACH FOR A TERM OF FOUR (4) YEARS; SAID TERM TO EXPIRE ON SEPTEMBER 10, 2019; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Housing Authority 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 Housing Authority of the City of Pompano Beach for a term of four (4) years; said term to expire September 10, 2019.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of_____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

Meeting Date: September 8, 2015 Agenda Item 37

REQUESTED COMMISSION ACTION:

Consent	Ordinance	X **Resolution**	Consideration/ Discussion	Presentation
____	____	____	____	____

SHORT TITLE APPOINTMENT TO THE HOUSING AUTHORITY OF POMPANO BEACH

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING_____TO THE HOUSING AUTHORITY OF THE CITY OF POMPANO BEACH FOR A TERM OF FOUR (4) YEARS; SAID TERM TO EXPIRE ON OCTOBER 4, 2019; PROVIDING AN EFFECTIVE DATE.

(PLEASE REFER TO THE PREVIOUS ITEM FOR APPLICANTS)

This is a City Commission's Appointment.

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

(1) Origin of request for this action: City Clerk's Office
(2) Primary staff contact: Asceleta Hammond Ext. 4611
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding:

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Clerk's Office	8/25/15	Approve	Asceleta Hammond
X City Manager			Dennis W. Beal

ACTION TAKEN BY COMMISSION:

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

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____TO THE HOUSING AUTHORITY OF THE CITY OF POMPANO BEACH FOR A TERM OF FOUR (4) YEARS; SAID TERM TO EXPIRE ON OCTOBER 4, 2019; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Housing Authority 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 Housing Authority of the City of Pompano Beach for a term of four (4) years; said term to expire October 4, 2019.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of_____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

Meeting Date: September 8, 2015 Agenda Item 38

REQUESTED COMMISSION ACTION:

Consent	Ordinance	X **Resolution**	Consideration/ Discussion	Presentation
___	___	___	___	___

SHORT TITLE APPOINTMENT TO THE SAND AND SPURS ADVISORY BOARD

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE SAND AND SPURS ADVISORY BOARD OF THE CITY OF POMPANO BEACH FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON SEPTEMBER 26, 2018; PROVIDING AN EFFECTIVE DATE.

APPLICANTS: Barbara Beeson – ***(Incumbent)*** – District 1
Marcia L. Kehl – ***(Incumbent)*** – District 3
Mary Ann Barker – District 1
Carrie Gill – District 3

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

This is a Commission's appointment.

The Board's membership is as follows: **Elizabeth A. Adams** (District 2), **Sharon Tamayo** (District 3), **Jerry K. Bowman, Sr.** (District 3), **Marcia L. Kehl** (District 3), **Thomas D. Dennis** (District 1), **Barbara Beeson** (District 1), **Sharon Fornes** (District 5/Alt. #1), and **Connie Tidwell** (District 3/Alt. #2).

(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	8/25/15	Approve	Asceleta Hammond
X City Manager			James W. Scott

ACTION TAKEN BY COMMISSION:

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

p mpano
beach
Florida s Warmest Welcome

Public Works Department
Shari Loochkartt
City of Pompano Beach

1190 NE 3rd Avenue, Bldg B Pompano Beach, Florida 33060 | p: 954.786.5516 | f: 954.786.4011

Memorandum

DATE: August 10, 2015

TO: Asceleta Hammond, City Clerk

FROM: Shari D. Loochkartt, Secretary II

SUBJECT: Sand and Spurs Attendance Record for Marcia L. Kehl and Barbara Beeson January 2013 to Present

NAME	Meetings Attended	Meeting Held
Marcia L. Kehl	19	20
Barbara Beeson	18	20

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____TO THE SAND AND SPURS ADVISORY BOARD OF THE CITY OF POMPANO BEACH FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON SEPTEMBER 26, 2018; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Sand and Spurs Advisory Board of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Sand and Spurs Advisory Board for the term of three (3) years; said term to expire on September 26, 2018.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

(1)

CITY OF POMPANO BEACH, FLORIDA
ADVISORY BOARD/COMMITTEE APPLICATION

City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061

Phone No. (954) 786-4611
Facsimile No. (954) 786-4095

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: SAND AND SPURS

NAME OF APPLICANT: Barbara Beeson

RESIDENCY ADDRESS: 2612 N.E. 5th St.

ZIP CODE: 33062 **HOME PHONE NO.:** 954 7882376

MAILING ADDRESS: ABOVE

CITY/STATE/ZIP CODE: Pompano Beach,

ARE YOU A CITY RESIDENT? (YES:) ____ **NO:** ____

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN : 1 ✓ 2 ___ 3 ___ 4 ___ 5 ___ ok NV

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: President Noah's Ark

BUSINESS ADDRESS: 2217 E. Atlantic Blvd

CITY/STATE: Pompano Bch

ZIP CODE: 33062 **BUSINESS PHONE NO:** 954 3832261

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(S): AIRPARK PARKS & REC

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: Judson High School '74
ARIZONA State '78

EXPERIENCE: Horse owner - stall # 29, Greenspace and animal lover.

CURRENT POSITION: _____

PAST POSITIONS: _____

HOBBIES: Boating, snorkeling, gardening

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION.

[signature] 5-29-06

SIGNATURE OF APPLICANT DATE OF APPLICATION

INITIALS OF CLERK OR DEPUTY DATE RECEIVED OR CONFIRMED

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE _____ AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.

THIS SECTION MUST BE COMPLETED BY THE ADVISORY BOARD SECRETARY ONLY

NUMBER OF MEETINGS HELD: _____ NUMBER OF MEETINGS ATTENDED: _____

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CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

(2)

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:** MARCIA L. KEHL
(Optional)

Residence Information:
Home Address: 732 NE 7 STREET
City/State/Zip: POMPANO BEACH, FL 33060
Home Phone: 954-943-8546 Cell Phone: 954-830-7615
Email: KARTUB@BELLSOUTH.NET Fax: -

Business Information:
Employer/Business Name: CITY OF POMP. BEACH WATER TREATMENT PLANT
Current Position / Occupation: WATER PLANT OPERATOR I
Business Address: 1205 NE 5 AVENUE
City/State/Zip: POMPANO BEACH, FL 33060
Business Phone: 954-545-7006 Fax: 954-545-7046 Email: MARCIA.KEHL@COPBFL.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: SAND & SPURS, COMMUNITY APPEARANCE BUDGET REVIEW

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
X	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: GRADUATE HIGH SCHOOL 1970, 2 YEARS COLLEGE AT BROWARD COMMUNITY, FLORIDA STATE DEP CLASS A DRINKING WATER TREATMENT PLANT OPERATOR, INACTIVE RAD TECH FL LICENSE

Experience: WORKED WITH COPB ENGINEERING, CIP, ALL UTILITIES DEPT BUDGETS, REVENUES, WATER/WASTEWATER REVENUE STUDY

Past Positions: DEPT HEAD SECRETARY COPB UTILITIES DEPT, MEDICAL OFFICE MANAGER, RADIOLOGY TECHNOLOGIST, MEDICAL ASSISTANT

Hobbies: OWN A HORSE, HAVE A PET: RACCOON, HAVE CATS & DOGS BACKPACKING, KAYAKING, BICYCLING

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

Signature: Marcia L. Kehl Date: 4/27/12

Initials of Clerk or Deputy: M Date received or confirmed: 5/3/12

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

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

CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

pompano beach
Florida's Warmest Welcome

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

Mr.___ Mrs.___ Ms.___ Miss X Name: Mary Ann Barker
(Optional)

Residence Information:
Home Address: 3208 Dow St
City/State/Zip: Pompano Bch, Florida 33062
Home Phone: 954-941-6393 Cell Phone: 954-240-1568
Email: mabarker12@att.net Fax: N/A

Business Information:
Employer/Business Name: Semi-Retired
Current Position / Occupation:
Business Address:
City/State/Zip:
Business Phone: Fax: Email:

Are you a U.S. Citizen? Yes X No___

Are you a resident of Pompano Beach? Yes X No___ Reside in District: 1X 2__ 3__ 4__ 5__

Do you own real property in Pompano Beach? Yes___ No X

Are you a registered voter? Yes X No___

Have you ever been convicted of a felony? Yes___ No X

Current or prior service on governmental boards and/or committees: N/A

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

	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		Public Art Committee
	Community Appearance		*General Employee's Retirement System		Recycling & Solid Waste
				X	Sand & Spurs Riding Stables
	*Community Development(CDAC)		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: Nova Southeastern MBA Business Admin 2003; Barry University B.A. Professional Studies 1996

Experience: Rent's at Sand & Spurs for the last 4 years. Owned horse for the past 8 years.

Past Positions: Retired 31 years from AT&T in 2012. Manager Outside Plant Engineering

Hobbies: Equine Sports

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

Signature: Mary Ann Barker Date: 10/24/13

Initials of Clerk or Deputy: AH Date received or confirmed: 10/25/13

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

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

CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

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

Mr.___ Mrs.___ Ms. X Miss___ **Name:** CARRIE GILL
(Optional)

Residence Information:
Home Address: 900 N.E. 11th Ave
City/State/Zip: Pompano Beach, Florida 33060
Home Phone: N/A Cell Phone (954) 812-1645
Email: Psychoredneck1@yahoo.com Fax: N/A

Business Information:
Employer/Business Name: U-HAUL
Current Position / Occupation: Office Clerk
Business Address: 1220 SW. 8th ST.
City/State/Zip: Pompano Bch. Florida 33069
Business Phone: 1-800-290-4590 Fax: (954) 783-8500 Email: CarrieGill_@U-HAUL.com

Are you a U.S. Citizen? Yes X No___

Are you a resident of Pompano Beach? Yes X No___ Reside in District: 1__ 2X 3✓ 4__ 5__ ok

Do you own real property in Pompano Beach? Yes___ No X

Are you a registered voter? Yes X No___

Have you ever been convicted of a felony? Yes___ No X

Current or prior service on governmental boards and/or committees: N/A

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

	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	X	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: Allen A Rogers Ele - Deerfield Middle - Pompano High - U-HAUL University

Experience: Knowledge in Grounds Keeping (14 years on Golf Course)
Knowledge in Farm Operations (life Experiences)
Business Exp. (current Job)

Past Positions: Carpenter - Housewife - Mechanic - Machine Operator
Grounds keeper - office clerk - Business Manager.

Hobbies: Cooking - CRAFTS - DOGS - Horses

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

Signature: Carrie Gill Date: 10-1-10

Initials of Clerk or Deputy: MJ Date received or confirmed: 11-3-10

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

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

ORDINANCE NO. 2005-29

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 33, "BOARDS AND COMMISSIONS", OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 33.100, "COMPOSITION", TO PROVIDE FOR AN ADDITIONAL MEMBER OF THE SAND AND SPURS ADVISORY BOARD AND ESTABLISHING A TERM OF OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission established the Sand and Spurs Advisory Board consisting of five (5) members; and

WHEREAS, the City Commission now wishes to add an additional member to the Sand and Spurs Advisory Board and establish a term of office for member; and

WHEREAS, the City Charter has been amended to allow the City Commission to establish the number and term of office of members on advisory boards; and

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed Ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Section 33.100 "Composition", of Chapter 33, "Boards and Commissions", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 33.100 COMPOSITION.

~~In accordance with the terms of Section 234 of the Charter, t~~There shall be an Advisory Board known as the Sand and Spurs Advisory Board composed of ~~five~~ six (6) persons who serve for a term of three (3) years, except the sixth member appointed after the effective date of this ordinance may be initially appointed for a shorter term. The Public Works Administrator or his designee shall meet with the Board as its advisory with no vote.

. . .

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

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

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 11th day of January, 2005.

PASSED SECOND READING this 25th day of January, 2005.

JOHN C. RAYSON, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
12/16/04
l:ord/ch33/2005-87

ORDINANCE NO. 2001- 59

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 33, "BOARDS AND COMMISSIONS", OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 33.100, "COMPOSITION", TO PROVIDE FOR ALTERNATE MEMBERS OF THE SAND AND SPURS ADVISORY BOARD; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission established the Sand and Spurs Advisory Board without the provision for alternate members; and

WHEREAS, the City Commission now wishes to add alternate membership to the Sand and Spurs Advisory Board; and

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed Ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That Section 33.100 "Composition", of Chapter 33, "Boards and Commissions", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 33.100 COMPOSITION.

In accordance with the terms of Section 234 of the Charter, there shall be an Advisory Board known as the Sand and Spurs Advisory Board composed of five persons. The Public Works Administrator or his designee shall meet with the Board as its advisory with no vote.

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

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

SECTION 3: This Ordinance shall become effective upon passage.

PASSED FIRST READING this 8TH day of MAY, 2001.

PASSED SECOND READING this 22ND day of MAY, 2001.

WILLIAM F. GRIFFIN, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
3/14/01
l:ord/ch33/2001-228

ORDINANCE NO. 76-51

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 33 OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH BY THE ADDITION OF ARTICLE VI THEREIN, "SAND AND SPURS STABLES"; PROVIDING FOR THE CREATION AND ESTABLISHMENT OF THE SAND AND SPURS STABLES; PROVIDING FOR THE RULES AND REGULATIONS AND TERMS OF ITS OPERATION AND STALL FEES; PROVIDING FOR SAND AND SPURS ADVISORY BOARD; AMENDING CHAPTER 2 BY REPEALING ARTICLE VI, SAND AND SPURS ADVISORY BOARD; AND AMENDING SECTION 33.15 BY REPEALING SUBSECTION E, SAND AND SPURS STABLES FEES; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, fourteen (14) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the Commission Meeting Room of the City of Pompano Beach, Florida; and

WHEREAS, a public hearing before the City Commission was held, pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were in fact heard; now, therefore

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

SECTION 1: That Chapter 33 of the Code of Ordinances of the City of Pompano Beach is hereby amended by the addition of an Article VI entitled "Sand and Spurs Stables" to read as follows:

"ARTICLE VI - SAND AND SPURS STABLES

Section 33.40. There is hereby established the Sand and Spurs Stables of the City of Pompano Beach located at 1600 Northeast 5th Avenue, Pompano Beach, Florida, more particularly described on Exhibit A attached hereto.

Section 33.41. Hours of operation.

The hours of operation of the Sand and Spurs Stables shall be from 6:00 A. M. to thirty minutes after sunset daily.

Section 33.42. Purpose.

The purpose of Sand and Spurs Stables is to provide grounds for the care, housing, exercising and use of riding horses.

Section 33.43. Riding Stable Attendant.

The Riding Stable Attendant shall be the representative of the City of Pompano Beach at Sand and Spurs Stables and charged with enforcement of all rules and regulations of Sand and Spurs Stables and maintaining order.

Section 33.44. Stalls.

The City Manager shall establish a stall and traffic flow arrangement for the Sand and Spurs Stables with stall spaces in dimensions of 24 feet of frontage and 24 feet of depth.

Section 33.45. Permits for use of stalls.

A permit for the use of stall space at Sand and Spurs Stables may be obtained by submitting an application for same to the Department of Recreation and Parks on a form provided by said department.

The aforementioned permit shall be granted subject to the following limitations and provisions:

(1) The applicant may erect, place or alter a stall or stalls for the quartering of horses upon the designated space provided the stall is constructed or altered in accordance with plans and specifications to be submitted to and approved in writing by the City Recreation Director.

(2) The City may terminate all rights after giving thirty (30) days' written notice, which notice shall be sent by certified or registered mail to the applicant's address on the application. Applicant shall have such thirty (30) day period within which to sell to another Applicant approved by the City any stall or stalls owned by him. At the expiration of such thirty (30) day period, any stall or stalls remaining unsold shall become the sole and exclusive property of the City of Pompano Beach together with all fixtures and appurtenances thereto.

(3) Under no circumstances may any stall or stalls or other building be removed or dismantled, or other exterior alterations made except for routine maintenance without following the steps as outlined in number (1) above.

(4) The land upon which the Sand and Spurs Stables is situated is part of the Pompano Beach Airpark, and the manner in which airpark land may be utilized by the City is subject to regulation by the Federal Aviation Administration. Should any order, regulation or decree of said Federal Aviation Administration necessitate the abandonment of the Sand and Spurs Stables by the City, the City shall be under no obligation to reimburse stall users for any stall or stalls owned by them or for any other loss occasioned by such abandonment.

(5) Applicant may use the recreation area and facilities at Sand and Spurs Park including riding range, trails, water and lights. All persons shall keep the area clean and free of debris of all kinds whatsoever.

(6) Applicant shall take out and maintain at all times throughout his occupancy of stall space, such comprehensive general liability insurance with a combined single limit of $300,000.00, as shall protect him and any person authorized by him to use the facilities of Sand and Spurs Stables from claims for damages for personal injury, including accidental death, as well as from claims for property damage, including damage to his horse. No application shall be approved until Applicant has provided a certificate of such insurance satisfactory to the City Insurance Manager. Such certificate shall specify that the insurance provided thereunder shall not be cancelled without at least thirty (30) days' notice to the City of Pompano Beach and name the City of Pompano Beach as an additional insured.

(7) Upon Applicant's failure to pay all fees when due, the City may take and hold all property of the Applicant upon the premises and the value of any such property may be applied toward any monies owing the City.

(8) The rights and privileges and duties of the Applicant are non-transferrable.

Section 33.46. Application.

Persons desiring to use stall space at the Sand and Spurs Stables shall be required to file an application with the City of Pompano Beach. which application shall provide for the approval by the City Manager

and the Recreation Director, and for space assignment as approved by the Recreation Director.

Said application shall be accompanied by a statement to the effect that the applicant has received a copy of the rules and regulations governing the Sand and Spurs Stables. Said application shall also have attached thereto proof of ownership of the horse.

Section 33.47. Stall Fees.

1. City owned stall

a. Resident	$ 15.00 per month
b. Non-Resident	$ 45.00 per month

2. Stall owned by user

a. Resident	$ 8.00 per month
b. Non-Resident	$ 24.00 per month

3. Fees are payable quarterly in advance on or before the 10th day of the quarter.

Section 33.48. Rules and Regulations.

(1) Any and all horse owners must present a health certificate not more than thirty (30) days old issued by a licensed veterinarian showing the horse to be in reasonably good health and free from any communicable disease prior to admission on the grounds of Sand and Spurs Stables. Such health certificate shall include a blood test analysis showing a negative result. A second such certificate is required 120 days after admission to protect against any disease incubation period. Each year on the anniversary date of a horse's admission the owner must present a new health certificate.

The Recreation Director may order the removal of a horse from the premises of Sand and Spurs Stables if the horse is sick.

Should any horse be removed from the grounds due to illness, its re-admission to the grounds shall be subject to the same health requirements hereinabove given. Similar certificates of health may also be required from time to time when in the opinion of the Recreation Director it is necessary to protect persons or animals using Sand and Spurs Stables.

(2) In the event any horse that is stabled at Sand and Spurs Stables receives a positive test for a contagious disease, the other horses stabled at Sand and Spurs may be required to submit results of medical tests upon the request of the City Manager and also a second health test after the incubation period for the specific disease has expired.

(3) Stall users shall be responsible for the removal of all waste matter from the stall enclosures and for the placement of all bottles, trash and similar refuse in trash cans.

(4) The motor vehicle speed limit in the area of the stables shall be 5 miles per hour.

(5) There shall be no smoking west of the main road in the stable area and no obscene language anywhere on the premises. No alcoholic beverages shall be permitted on the grounds of Sand and Spurs Stables.

(6) Tack rooms must be kept clean at all times and are subject to inspection by the Recreation Department.

(7) No person shall be permitted to rent horses, and no riding lessons may be given at Sand and Spurs Stables.

(8) Only standard riding equipment will be allowed to be used at Sand and Spurs Stables. Riding equipment that is inhumane, unsafe or detrimental to the health and welfare of the horse or rider will not be permitted.

(9) Horses must have halter and halter shank on before being led from a stall. No grazing is permitted on the grounds. No fast riding of horses is permitted except on an approved course designated by the Riding Stable Attendant. Loose horses will be permitted only in rings designated by the Riding Stable Attendant and must be attended at all times.

(10) Horses may not be removed from the Sand and Spurs Stables premises except by the owner or by written permission of the owner.

(11) No bareback or double riding will be permitted except in rings and under supervision of the Recreation Department. No horse may be tied or allowed to stand along the rail inside the ring at any time.

(12) a. Individual horse owners at Sand and Spurs Stables may use the show ring for riding and practice purposes under the general supervision of the Riding Stable Attendant.

b. Use of the show ring may also be used for organized shows by recognized groups of horseowners subject to conditions as specified by the City Commission for any particular show.

(13) Mistreatment of horses will not be permitted.

(14) Any person who does not possess a Sand and Spurs Stables permit shall not be permitted to bring a horse or horses into the Stable area or to use the trails, riding rings or any of the facilities. This provision, however, shall not apply to persons who are official entrants in horse shows scheduled at Sand and Spurs by the Recreation Department.

(15) A space will be assigned by the Riding Stable Attendant for storage of jumps. The owner of the jumps will be fully responsible for the storing of same after their use in order to keep the ring clear. The jumps and time of use will be under the control of the Riding Stable Attendant. Prior to the use of any jumps by persons under the age of 18 years, written permission must be obtained from a parent or guardian allowing such person to use the jumps, assuming full responsibility for the safety of such person and for any injury which may result to him or her by the use of such jumps. No jumping will be permitted unless the Riding Stable Attendant is on duty.

(16) Should any permit holder neglect to maintain his stall in good repair, the Recreation Department may notify such person of the repairs necessary and upon failure of said person to make such repairs within ten (10) days, the Recreation Department may proceed to make such repairs and bill said person therefor; or, in the alternative, the Recreation Department may terminate the permit as provided herein.

(17) Destruction or abuse of, or vandalism to either private or public property shall be cause for suspension of a permit.

(18) Only one (1) horse may be stabled in a stall area. Foals over six (6) months old must have their own stall.

(19) Stallions shall not be permitted to be stabled at Sand and Spurs Stables.

(20) A copy of these Rules and Regulations shall be signed by each stall user and in the case of a minor a copy shall be signed by a parent or guardian and the minor and shall be displayed at all times in all tack rooms. A copy shall also be displayed on the bulletin board in the pavilion.

(21) No person shall ride a horse in such a way that is dangerous to the horse, the rider, or others.

(22) Failure to comply with these Rules and Regulations shall be cause for expulsion and termination of the relationship between a stall user and the City of Pompano Beach.

(23) Penalties for violation of these Rules and Regulations shall be as follows:

(a) Any person violating any ordinance or the rules and regulations of the Sand and Spurs Stables as adopted by the City Commission shall receive a written warning citation from the Riding Stable Attendant.

(b) Any person receiving 2 written warning citations on the same day shall have his riding privileges terminated for the duration of that day.

(c) Any person who shall receive 3 written warning citations within one 12 month period shall have their riding privileges suspended for one week.

(d) Any additional violations within one 12 month period shall be an additional one week suspension.

(e) Any person accumulating 10 written warning citations within a 12 month period shall have his or her permit terminated.

(f) Any person receiving citations under this section may appeal said citation to the City Commission if said appeal is submitted in writing to the City Manager within 3 business days of receipt of citation. The City Commission may void the citation if they find it wrongfully issued.

Section 33.49. The City Manager or his delegated subordinate shall have the authority to settle any controversies among persons at

the Sand and Spurs Stables and his decision in such matters shall be final and binding on all parties.

Section 33.50. It shall be unlawful for any person to obstruct or hinder the officials of the City of Pompano Beach in the performance of their duties of inspecting or administering the Sand and Spurs Stables or carrying out any of the duties necessary to the proper operation of the Sand and Spurs Stables.

Section 33.51. Any person violating any provisions of this Chapter shall be guilty of a misdemeanor and upon conviction thereof, shall be fined a sum of not more than $500.00.

Section 33.52. Sand and Spurs Advisory Board.

In accordance with the terms of Section 234 of the City Charter, there shall be an advisory board known as the Sand and Spurs Advisory Board composed of five persons. The Recreation Director shall meet with the Board as its advisor with no vote.

Section 33.53. Duties of Advisory Board.

The Sand and Spurs Advisory Board shall have the following duties:

(1) Initiate, make and recommend to the City Commission a master plan for the physical development of the Sand and Spurs Stables and to recommend proposed changes in such plan from time to time.

(2) Promote public interest in and understanding of the Sand and Spurs Stables.

(3) Keep a public record of its findings and recommendations.

(4) Advise and assist the City Commission in matters concerning the operation and use of the Sand and Spurs Stables.

(5) Such other duties as the City Commission may direct.

SECTION 2: That Chapter 2 of the Code of Ordinances of the City of Pompano Beach be amended by the repeal of Article VI, Sand and Spurs Stables Advisory Board, Section 2.25, Section 2.26 and Section 2.27.

SECTION 3: That Section 33.15 of the Code of Ordinances of the City of Pompano Beach be amended by the repeal of subsection E, Sand and Spurs Fees.

SECTION 4: If any section or provision of this ordinance shall be held invalid, such holding shall not affect or invalidate any other section or provision which is not of itself invalid.

SECTION 5: All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 6: This ordinance shall become effective upon passage.

PASSED FIRST READING this 11th day of May, 1976.

PASSED SECOND READING this 18th day of May, 1976.

J. Maxim Ryder, Mayor

ATTEST:

CHARLOTTE VANZ, City Clerk

SCN/jep
#162
2/24/75
2/25/75
7/15/75
7/23/75

10/30/75
1/2/76
4/5/76

EXHIBIT A

A parcel of land in the NE 1/4 of the SE 1/4 of Sec. 26, Twp. 48 R42E and in the NW 1/4 of the SW 1/4 of Sec. 25, Twp. 48, R42E, more fully described as follows:

Beginning at the NE corner of the SE 1/4 of the SE 1/4 of Sec. 26-48-42 proceed westerly along the North line of the aforementioned SE 1/4 to a point 140' east of the East right-of-way line of the F.E.C.R.R., thence proceed northeasterly along a line which is 135 feet, more or less, east of and parallel to the East right-of-way line of the F.E.C.R.R. a distance of 790 feet, more or less, thence at a right angle to the last described course, run southeasterly to an intersection with the West right-of-way line of N. E. 5th Ave., thence run southwesterly along said right-of-way line, to an intersection with the North line of the SW 1/4 of the SW 1/4 of Sec. 25-48-42, thence westerly along said North line to the point of beginning.

Sand and Spurs Advisory Board MEMBERS

Name	Address	District	Phone	Appointed	Expires	Reso. No.
Marcia L. Kehl City Commission At Large	732 N.E. 7th Street (33060) marcia.kehl@copbfl.com	3	954-943-8546 h 954-545-7006 o 954-830-7615 c	11/27/2012	9/26/2015	2013-102
Sharon Tamayo City Commission At Large	151 S.E. 8th Street (33060)	3	954-654-5849	11/12/2013	12/9/2016	2014-74
Thomas D. Dennis City Commission At Large	947 S.E. 9th Avenue (33060) dennis2020@bellsouth.net	1	954-781-6926 h 954-942-1313 o	6/23/2015	6/26/2018	2015-348
Jerry Bowman, Sr. City Commission At Large	717 N.E. 3rd Street (33060) Bowm7920@bellsouth.net	3	954-942-6457 h 954-298-0854	11/12/2013	12/9/2016	2014-73
Barbara Beeson (Vice Chair) City Commission At Large	2612 N.E. 5th Street (33062) JimBeeson@kronos.com	1	954-788-2376 954-383-2261 (O)	11/27/2012	9/26/2015	2013-101
Liz Adams (Chair) City Commission At Large	3761 N.E. 16th Terrace (33064) lizadams55@aol.com	2	954-941-3698 h 954-295-1280 c	4/8/2014	4/26/2017	2014-200
[redacted]						
(1) Sharon Fornes City Commission At Large	2316 Cypress Bend Dr., Apt 320, (33069) sharon@777properties.com	5	954-972-1476 h 954-673-0848 c 954-390-7777 o	6/25/2013	7/1/2016	2013-297
(2) Connie L. Tidwell City Commission At Large	240 S.E. 3rd Street (33060) bodyspot1@yahoo.com	3	954-782-4573 h 954-914-9961 c 954-946-0241 o	6/25/2013	7/1/2016	2013-298
Shari Loochkartt - Secretary	1201 N.E. 5th Avenue		954-786-5516			

Meets: Fourth Tuesday of the month @ 1:00pm in the Public Works Admin. Building
Elections: Annually in October

Meeting Date: September 8, 2015 Agenda Item 39

REQUESTED COMMISSION ACTION:

Consent	Ordinance	X **Resolution**	Consideration/ Discussion	Presentation
___	___	___	___	___

SHORT TITLE APPOINTMENT TO THE SAND AND SPURS ADVISORY BOARD

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE SAND AND SPURS ADVISORY BOARD OF THE CITY OF POMPANO BEACH FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON SEPTEMBER 26, 2018; PROVIDING AN EFFECTIVE DATE.

(PLEASE REFER TO PREVIOUS ITEM FOR APPLICANTS)

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

This is a Commission's appointment.

(1) Origin of request for this action: City Clerk's Office
(2) Primary staff contact: Asceleta Hammond Ext. 4611
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding:

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Clerk's Office	8/25/15	Approve	Asceleta Hammond
X City Manager			

ACTION TAKEN BY COMMISSION:

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

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____TO THE SAND AND SPURS ADVISORY BOARD OF THE CITY OF POMPANO BEACH FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON SEPTEMBER 26, 2018; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Sand and Spurs Advisory Board of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Sand and Spurs Advisory Board for the term of three (3) years; said term to expire on September 26, 2018.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

Meeting Date: September 8, 2015 Agenda Item 40

REQUESTED COMMISSION ACTION:

___ Consent ___ Ordinance ___ Resolution X Consideration ___ Workshop

SHORT TITLE Consideration to name BSO motorcycle barn in honor of Deputy Chris Schaub

OR MOTION:

Summary of Purpose and Why: In honor of Motor Deputy Chris Schaub who died in line of duty, BSO would like to name the motorcycle barn in his memory. If the City Commission decides to name the facility as requested, a resolution will be presented at the following meeting to formalize the decision.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

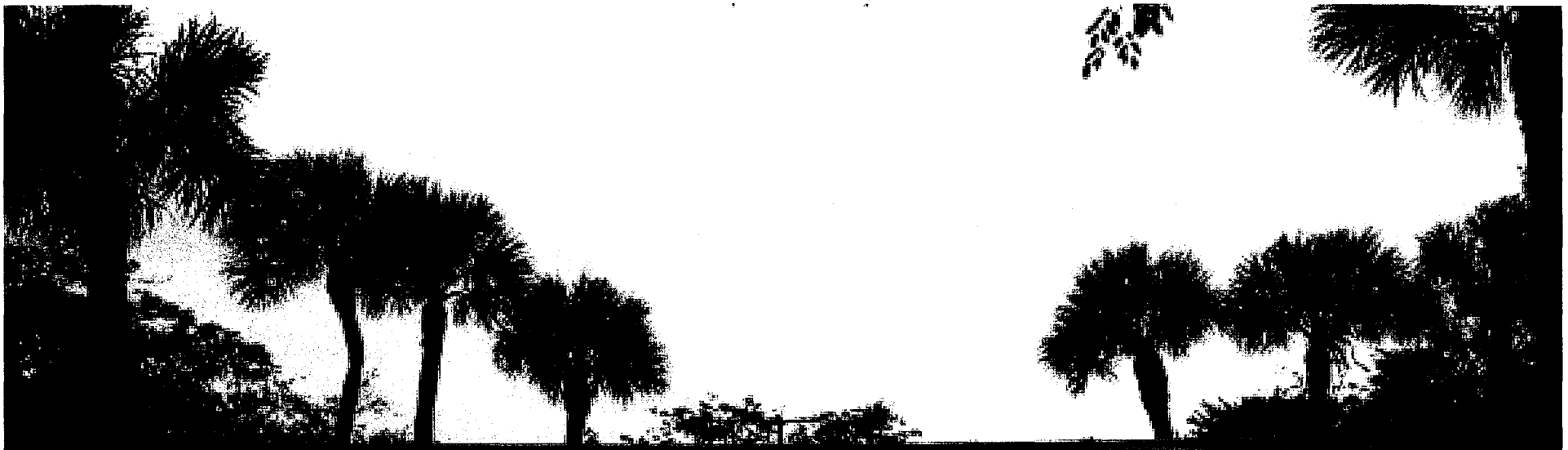
(1) Origin of request for this action: BSO, Major John Hale
(2) Primary staff contact: Rob McCaughan Ext 4507
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding: Necessary funding to be provided with requested action

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	8/20/15	APPROVE	Robert A McCaughan

___ Advisory Board
___ Development Services Director
X City Manager

ACTION TAKEN BY COMMISSION:

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



IN MEMORY OF
MOTOR DEPUTY CHRIS SCHAUB
MOTOR 44

Pompano Beach
Motor Unit

Meeting Date: September 8, 2015 Agenda Item 41

REQUESTED COMMISSION ACTION:

____ Consent ____ Ordinance ____ Resolution X Consideration ____ Workshop

SHORT TITLE Consideration to designate NW 9th Street as a dual named street "Rev James A. Latham Street"

OR MOTION:

Summary of Purpose and Why: The attached memo from Ms Flora Mae Latham discusses the dedication and commitment that Reverend Latham made to the Pompano Beach community while serving as pastor of two churches over a 37 year period. The dual naming of the street is bound by Powerline Road on the west and NW 18th Ave on the east. If the City Commission decides to dual name NW 9th Street, a resolution will be presented at the following meeting to formalize the change.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Ms Flora Mae Latham

(2) Primary staff contact: Rob McCaughan Ext 4507

(3) Expiration of contract, if applicable:

(4) Fiscal impact and source of funding: Necessary funding provided with requested action

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	8/26/2015	APPROVE	Robert McCaughan

___ Advisory Board

___ Development Services Director

X City Manager

ACTION TAKEN BY COMMISSION:

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

August 24, 2015

Mr. Greg Harrison
Assistant City Manager
100 West Atlantic Boulevard
Pompano Beach, Florida 33060

Re: Street Renaming

Dear Mr. Harrison:

My name is Flora Mae Latham. I am the widow of the late Reverend James A. Latham.

Reverend Latham was a pioneer and respected member of this community. He resided in Pompano Beach for 57 years, from 1936 until his death in August of 1993. He was the sixth pastor of the Greater Antioch Missionary Baptist Church, located at 420 Northwest 8th Avenue, Pompano Beach, Florida, from 1957 to 1974. In 1974, he founded and organized the New Jerusalem Missionary Baptist Church located at 1881 Northwest 9th Street, Pompano Beach, Florida, and remained the pastor there until his death in 1993.

Reverend Latham served as advisor and mentor to the Pompano Beach Christian Clergyman's Council. He was often called upon to offer advice to the African American community by other community leaders. He was a lifelong member of the Pompano Beach Masonic Lodge #409.

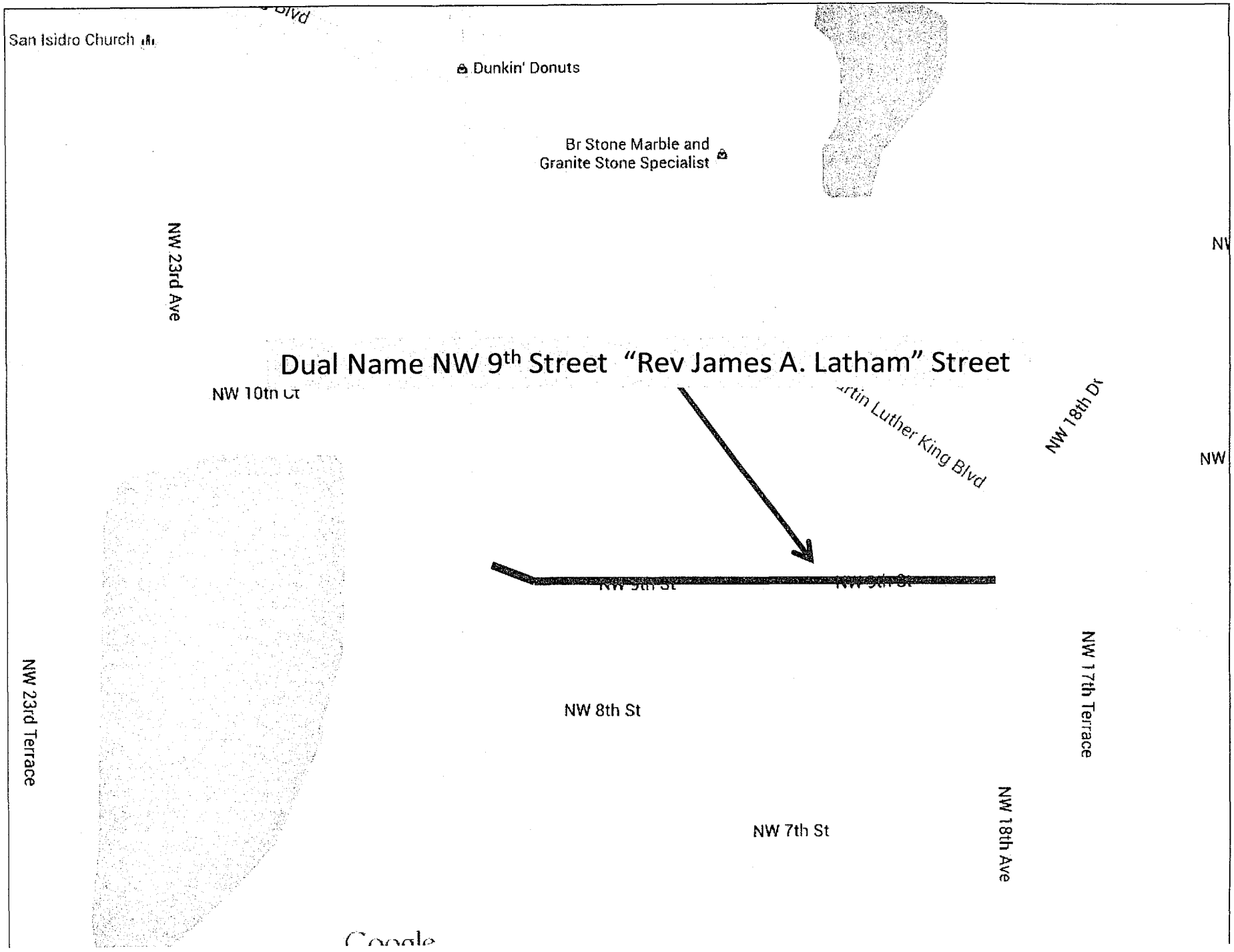
Because of the work and dedication to this community, I, along with his family, friends and members of the New Jerusalem Missionary Baptist Church, am hereby requesting that Northwest 9th Street, between Northwest 18th Avenue and North Powerline Road, be renamed REV. JAMES A. LATHAM STREET in his honor.

We are honored and grateful for your consideration of this request. If granted, it would be a blessing and befitting that this Honor be bestowed upon him.

Sincerely,

Flora Mae Latham

Flora Mae Latham
1516 NW 7 Terrace
Pompano Beach, Florida 33060
954-784-6969


Dual Name NW 9th Street "Rev James A. Latham" Street
San Isidro Church
Dunkin' Donuts
Br Stone Marble and
Granite Stone Specialist
NW 23rd Ave
NW 10th Ct
NW 18th Dr
NW 17th Terrace
NW 8th St
NW 7th St
NW 18th Ave
NW 23rd Terrace

Meeting Date: September 8, 2015 Agenda Item 42

REQUESTED COMMISSION ACTION:

Consent	Ordinance	Resolution	X Consideration/ Discussion	Presentation
___	___	___	___	___

SHORT TITLE CONSIDERATION OF A REQUEST FOR "EXTENDED OPERATING HOURS LICENSE." THE LICENSE WOULD PERMIT THE SALES OF ALCOHOLIC BEVERAGES TO BE EXTENDED UNTIL 4:00 A.M.

Summary of Purpose and Why:

Like many other cities, Pompano Beach regulates the hours of sales of alcoholic beverages. City Code of Ordinances Sections 110.10(A) and (B) restricts the sale of alcoholic beverages between the hours of 2:00 a.m. and 7:00 a.m. On July 13, 2015 the city received another request from Mr. Michael Moskowitz, from the Law Offices of Moskowitz, Mandell, Salim, and Simowitz to offer an "Extended Operating Hours License". The license would permit the sales of alcoholic beverages to be extended until 4:00 a.m. In his letter to the city MrMoskowitz states that the need for the "Extended Operating Hours License" is due to "challenges facing Pompano based businesses from other cities". In support of his request, Mr. Moskowitz included a proposed code amendment to City Code of Ordinances Ch. 110 (Alcoholic Beverages). Staff analyzed the proposed code amendment in April 2014, and prepared a memo comparing the changes to other cities in Broward County in the attached Memorandum 14-098. Staff has prepared the item for discussion and direction.

(1) Origin of request for this action: Development Services Dept.
(2) Primary staff contact: Robin M. Bird/ Daniel Keester 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	3/21/2014	Discussion	Memo #14-098

X City Manager

ACTION TAKEN BY COMMISSION:

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

p mpano beach
Florida's Warmest Welcome

MEMORANDUM

Development Services

MEMORANDUM NO. 14-098

DATE: March 21, 2014

TO: Dennis Beach, City Manager

VIA: Robin M. Bird, Development Services Director

FROM: Karen Friedman, AICP, Planner

SUBJECT: Analysis of proposed Code Amendment to Ch 110 – "Extended Operating Hours License"

Like many other cities, Pompano Beach regulates the hours of sales of alcoholic beverages. City Code of Ordinances Sections 110.10(A) and (B) restricts the sale of alcoholic beverages between the hours of 2:00 a.m. and 7:00 a.m. On January 6, 2014 the city received a request from Mr. Michael Moskowitz, from the Law Offices of Moskowitz, Mandell, Salim, and Simowitz to offer an "Extended Operating Hours License". The license would permit the sales of alcoholic beverages to be extended until 4:00 a.m. In his letter to the city Mr. Mosowitz states the need for the "Extended Operating Hours License" is there are "challenges facing Pompano based businesses from other cities". In support of his request, Mr. Moskowitz included a proposed code amendment to City Code of Ordinances Ch. 110 (Alcoholic Beverages).

In this memo staff includes an analysis of the proposed code amendment followed by items for further consideration and discussion.

ANALYSIS OF PROPOSED CODE AMENDMENT

The below table includes the hours of sales of alcoholic beverages for the following surrounding municipalities: Coconut Creek, Deerfield Beach, Fort Lauderdale, Hollywood, Lauderdale by the Sea, Oakland Park, Sunrise, Weston, and Wilton Manors. The table indicates that Pompano Beach's existing restriction on sales of alcoholic beverages after 2:00 a.m. is consistent with Coconut Creek, Deerfield Beach (except Saturday.), Lauderdale by the Sea, Sunrise (weekdays), and Wilton Manors (weekdays). Further, Pompano Beach's existing restriction on sales of alcoholic beverages is two hours later than Fort Lauderdale and Oakland Park. However Fort Lauderdale and Oakland Park are among the six cities that offer an "Extended Operating Hours License". The six cities that allow an "Extended Operating Hours License" increase the sales time anywhere from 2:00 a.m. on weekdays and 3:00 a.m. on weekends in Fort Lauderdale and Oakland Park, up until 6:00 a.m. for the Mainstreet area in Coconut Creek. As shown in the below table, Deerfield Beach, Lauderdale by the Sea, and Wilton Manors do not offer an "Extended Operating Hours License".

Municipality	Hours of Sales - Alcoholic Beverages	"Extended Operating Hours License"
Pompano Beach	**2:00 a.m.**	***4:00 a.m. (proposed)***
Coconut Creek ("MainStreet" only)	2:00 a.m.	6:00 a.m.
Deerfield Beach	2:00 a.m. / Saturday – 3:00 a.m.	*Not Offered*
Fort Lauderdale	12:00 a.m.	Weekday - 2:00 a.m. / Weekend – 3:00 a.m.
Hollywood	2:30 a.m.	4:00 a.m.
Lauderdale By The Sea	2:00 a.m.	*Not Offered*
Oakland Park	12:00 a.m.	Weekday - 2:00 a.m. / Weekend – 3:00 a.m.
Sunrise	Weekday - 2:00 a.m. / Weekend – 3:00 a.m.	Weekday - 3:00 a.m. / Weekend – 4:00 a.m.
Weston	1:00 a.m.	3:00 a.m.
Wilton Manors	Weekday - 2:00 a.m. / Weekend – 3:00 a.m.	*Not Offered*

The below table compares the fee included in the proposed code amendment to the fee charged by the six aforementioned cities that offer an "Extended Operating Hours License".

The proposed code amendment's fee is a tiered fee that would increase based on the size of the establishment. Typically a tiered fee system is considered a more equitable fee structure. However, currently none of the other municipalities utilize a tiered fee (Oakland Park plans to switch to a tiered fee). Further, the proposed code amendment does not include a maximum fee limit. For instance, an establishment with 200 persons at maximum occupancy would be required to pay $4,000.00 and therefore much higher than surrounding municipalities. Finally, neither the letter nor the proposed code amendment provides an explanation for the $20.00 per person fee. It is unclear if this fee truly reflects the cost to the city to review and/or approve the proposed "Extended Operating Hours License".

Municipality	License Fee
Pompano Beach (Proposed Ordinance)	***Annual fee of $20.00 per individual based on the posted occupancy of the establishment***
Coconut Creek	$1,000.00
Fort Lauderdale	No fee
Hollywood	New Application $2,400.00 Renewal Application $1,800.00 License Fee (less than 150 seats) $800 License Fee (150 seats or greater) $1,900
Oakland Park	$2,000.00 (City is considering revising fee to be based on size of establishment)
Sunrise	$315.00 to $630.00 depending on size of establishment plus additional fees for background checks and notification of surrounding property owners.
Weston	$5,500.00

The following table compares the approval boards for an application for an "Extended Operating Hours License". The proposed code amendment recommends an application for an "Extended Operating Hours License" to be approved by the City Commission. The comparison of approval boards is shown in the following table.

Municipality	Application Approval Board
Pompano Beach (Proposed Ordinance)	***City Commission***
Coconut Creek	City Commission
Fort Lauderdale	City Manager
Hollywood	City Manager
Oakland Park	City Manager
Sunrise	City Commission
Weston	City Commission

The code amendment includes three criteria to be used by the City Commission in order to determine if an application for an "Extended Operating Hours License" should be approved and five standards to determine if an "Extended Operating Hours License" should be suspended or revoked. The below table compares the three approval criteria and five suspension/revocation standards to those utilized by the six aforementioned cities that offer an "Extended Operating Hours License". (Staff initially identified that the proposed approval criteria are those utilized by the City of Weston and the proposed suspension/revocation standards are those utilized by the City of Fort Lauderdale.) Staff's analysis of the criteria and standards, as shown in the following table, are based on the following four considerations:

1. *Addresses the impacts caused by the additional hours of operation.* While not all establishments, such as restaurants, will stay open later if granted an "Extended Operating Hours License", other

establishments such as bars and nightclubs will likely have additional hours of operations if granted an "Extended Operating Hours License".

2. *Addresses the impacts caused by the additional access to alcoholic beverages.* Typically cities restrict the hours of sale of alcoholic beverages in order to limit alcohol related harms and related impacts on neighboring properties and the community at large. These harms might include excessive alcohol consumption and binge drinking, public drunkenness, violation of open container laws, loitering by intoxicated individuals and driving while intoxicated. Additional access to alcoholic beverages might result in an increase of these harms.

3. *As compared to the regulations of surrounding municipalities that offer an "Extended Operating Hours License".* Mr. Moskowitz cites the reason for the code amendment is due to challenges from other cities. Therefore staff compared the proposed standards to determine if they are consistent with standards from surrounding municipalities. As previously mentioned, Staff has identified that the proposed approval criteria are those utilized by the City of Weston and the proposed suspension/revocation standards are those utilized by the city of Fort Lauderdale.

4. *Implementation challenges.* Proposed criteria and standards may be too subjective or restrictive. Further they might duplicate existing city regulations and therefore are unnecessary.

CRITERIA / STANDARD	Addresses the impacts caused by:		Compared to the regulations of surrounding municipalities	Implementation challenges
	Additional hours of operation.	Additional access to alcoholic beverages.		
APPROVAL CRITERIA #1 Off-Street Parking	This standard presumes additional hours of operation will result in need for additional parking.	This standard does not address impacts caused by additional access to alcoholic beverages.	Utilized by Weston - §83.06(B)(1).	Pompano Beach's Zoning Code already requires all eating and drinking establishments to provide off-street parking based on maximum occupancy, regardless of hours of operations.
APPROVAL CRITERIA #2 Law Enforcement activities	This standard addresses the establishment's history with law enforcement activities. It infers that as hours of operation increase, law enforcement activities will increase.	This standard does not address impacts caused by additional access to alcoholic beverages as none of the law enforcement activities listed in the standard are directly related to additional consumption of alcoholic beverages.	Utilized by Hollywood – §113.26(B)(3)(a) and Weston - §83.06(B)(2). Similar standard utilized by Sunrise - §3-11(a)(1).	The standard is very subjective. It does not advise the length of time to be considered (i.e. over the past year or the past five years?). It does not clarify if the city can consider law enforcement activities of other establishments owned and/or operated by the same management located within the city and/or located in other municipalities. Finally, would the city commission only be able to consider law enforcement activity that is verified by the police department? Does this standard unintendedly benefit newly established businesses (they would likely not have a history of law enforcement activities.)?
APPROVAL CRITERIA #3 Impacts on neighboring residential properties	This standard infers that as hours of operation increase, so would adverse impacts on neighboring residential properties.	The standard does not address impacts on neighboring residential properties specifically linked to and/or caused by the additional consumption of alcoholic beverages.	Utilized by Hollywood – §113.26(B)(3)(b) and. Weston - §83.06(B)(3). Similar standard utilized by Sunrise - §3-11(a)(3).	It is unclear what is meant by neighboring properties (Does this include only abutting properties? Properties separated by a street?). Standard is very limited and only considers the impacts on residential properties. Standard is too restrictive by predetermining the impacts to neighboring properties. Further, the city's zoning code and code of ordinances already regulate noise, parking and exterior lighting.
SUSPENSION STANDARD #1 *Off-Street Parking*	This standard infers that additional hours of service results in inadequate off-street parking and that the parking will have a particular impact on residential properties.	This standard addresses parking impacts specifically linked to and/or caused by the additional consumption of alcoholic beverages, including hazardous parking.	Utilized by Fort Lauderdale – §5-29(b)(7)(a). Similar standard utilized by Oakland Park – §3-23(b)(3)(a).	While similar to approval criteria #1, (from Weston), this language (from Fort Lauderdale) is not consistent. Unlike approval criteria #1, this standard provides specific "evidence" that must be used to show there is not sufficient parking. City would restrict itself by stating what it can use as "sufficient evidence" to suspend a license.

CRITERIA / STANDARD	Addresses the impacts caused by:		Compared to the regulations of surrounding municipalities	Implementation challenges
	Additional hours of operation.	Additional access to alcoholic beverages.		
SUSPENSION STANDARD #2 *Law Enforcement Activities*	This standard addresses additional law enforcement activity caused by additional hours of operation.	This standard addresses additional law enforcement activity specifically linked to and/or caused by the additional consumption of alcoholic beverages, including underage drinking, violation of open container laws and loitering by intoxicated individuals.	Utilized by Fort Lauderdale – §5-29(b)(7)(b). Similar standard utilized by Oakland Park – §3-23(b)(3)(b) and Sunrise - §3-12(b)(1)(b).	While similar to approval criteria #3, (from Weston), this language (from Fort Lauderdale) is not consistent. Standard is unclear as to what constitutes "proper order and control". Also it is unclear how city will determine if illegal activities begin before 2:00 a.m. or after 2:00 a.m.
SUSPENSION STANDARD #3 *Complaints verified by Police / Impacts on neighboring properties*	This standard addresses impacts on neighboring properties caused by additional hours of operation.	This standard addresses additional law enforcement activity specifically linked to and/or caused by the additional consumption of alcoholic beverages, including underage drinking, violation of open container laws and loitering by intoxicated individuals.	Utilized by Fort Lauderdale – §5-29(b)(7)(c). Similar standard utilized by Oakland Park – §3-23(b)(3)(c) .	While similar to approval criteria #3, (from Weston), this language (from Fort Lauderdale) is not consistent. Standard only allows city to consider impacts on neighboring properties that are verified by police. Standard may not allow anecdotal evidence by neighboring property and business owners. City would restrict itself by stating what an "applicable defense" maybe used by the licensee. Standard is unclear as to what constitutes "adequate security personnel". It is unclear why additional trash and garbage is a concern and/or how it will be determined what level of trash and garbage are produced prior to 2:00 a.m.
SUSPENSION STANDARD #4 *Violation of noise ordinance*	This standard addresses additional noise disturbances caused by additional hours of operation.	This standard addresses additional noise disturbances caused by additional consumption of alcoholic beverages.	Utilized by Fort Lauderdale – §5-29(b)(7)(d). Similar standard utilized by Oakland Park – §3-23(b)(3)(c) and Sunrise - §3-12(b)(1)(c).	The city's noise control ordinance already restricts noise after 10:00 p.m. Further violation of any of the city's code of ordinances should result in a suspension of the license. There is no need to separately list this ordinance.
SUSPENSION STANDARD #5 *Activities must be traceable to licensee*	N/A	N/A	Utilized by Fort Lauderdale – §5-29(b)(7)(k).	Standard only allows complaints that are verified by police to be utilized when considering suspension. Standard may not allow anecdotal evidence by neighboring property and business owners.

ITEMS FOR FURTHER CONSIDERATION / DISCUSSION:
Staff requests direction from the City Commission on the following:
License Fee:

- Should a tiered fee schedule based on maximum occupancy be instituted?
- Should a minimum and maximum fee be established?
- Should the license fee solely reflect staff costs to review an application?
- Should the license fee reflect estimated costs for law enforcement activities between the hours of 2:00 a.m. and 4:00 a.m.?

Approval Criteria:

- Should all establishments be allowed to apply for a license?
  - Should only establishments located within a certain geographic location be permitted to apply? (i.e. East CRA? DPOD?)
  - Should only certain size establishments be allowed to apply?
- What criteria should be utilized when evaluating an application?
  - Staff does not recommend instituting proposed approval criteria #1 (off-street parking).
  - Staff recommends replacing proposed approval criteria #2 (law enforcement activities) with criteria from the City of Sunrise: §3-11(a)(1) and §3-11(a)(2) (see attached). Further Staff recommends the inclusion of law enforcement activities specifically related to consumption of alcohol to be added to the list of law enforcement activities to be considered.
  - Staff recommends utilizing the proposed approval criteria #3 (impacts on neighboring residential properties) with a slight modification that will allow for consideration of impacts on all neighboring properties (commercial, institutional etc...) and to remove reference to parking, noise, and lights as these items are already regulated by the city.

- **Suspension Standards:**
  - What criteria should be utilized when suspending and/or revoking a license?
    - Does the city want to restrict evidence to that which has been verified by the police department?
    - Staff does not recommend utilizing the proposed standards. They are inconsistent with the approval criteria, restrict the city's use of evidence, and are too limited in their scope.
    - Staff recommends utilizing a generic suspension standard similar to that used by Coconut Creek §3-2(C)(4) which states: *Should the city manager find and determine that the licensee has violated any condition of the extended hours license, he may immediately revoke said extended hour license. The revocation of said license may be appealed to the city commission in writing, within thirty (30) days. The city commission shall schedule a hearing on the appeal within thirty (30) days of receipt of the appeal.*

Should you have any questions or comments, please contact me at extension 7792.

Enclosures:

1. Copy of Letter dated December 31, 2013 from Mr. Michael W Moskowitz
2. Proposed Text Amendment by Michael W Moskowitz
3. City of Coconut Creek – Chapter 3 - Alcoholic Beverages
4. City of Fort Lauderdale – Chapter 5 – Alcoholic Beverages
5. City of Hollywood – Chapter 113 – Alcoholic Beverages
6. City of Oakland Park – Chapter 3 - Alcoholic Beverages
7. City of Sunrise – Chapter 3 - Alcoholic Beverages
8. City of Weston – Chapter 83 – Alcoholic Beverages

LAW OFFICES
MOSKOWITZ, MANDELL, SALIM & SIMOWITZ, P.A.
800 CORPORATE DRIVE • SUITE 500
FORT LAUDERDALE, FLORIDA 33334

MICHAEL W. MOSKOWITZ*•
SCOTT E. SIMOWITZ
CRAIG J. MANDELL
WILLIAM G. SALIM, JR.**
SCOTT M. ZASLAV•
ARI J. GLAZER^
TODD A. ARMBRUSTER
ARTHUR E. LEWIS
IRMA T. BARRIOS
GREG H. ROSENTHAL
BENJAMIN SUNSHINE

ALSO ADMITTED IN NY & DC*
ALSO ADMITTED IN MA**
ALSO ADMITTED IN NY & CT•
ALSO ADMITTED IN NY^

CERTIFIED CIRCUIT COURT MEDIATOR•

BROWARD (954) 491-2000
BOCA RATON (561) 750-7700
TELECOPIER (954) 491-2051
EMAIL mmss@mmsslaw.com

OF COUNSEL

SHIRLEY D. WEISMAN, P.A.

Michael W. Moskowitz
mmoskowitz@mmsslaw.com
Direct (954) 776-9211

July 8, 2015

CITY OF POMPANO BEACH
OFFICE OF CITY CLERK
2015 JUL 13 AM 9:34

VIA E-MAIL AND U.S. MAIL

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

Re: Extended Operating Hours License

Dear Mr. Beach:

This firm represents Pompano Hospitality Group, Inc. as well as other hospitality businesses.

Pursuant to my letter dated December 31, 2013, we requested that the Pompano Beach City Commission schedule a discussion of an Extended Operating Hours License. A copy of the December 31, 2013 letter and enclosures are attached hereto.

This matter was scheduled for discussion on the City Commission Agenda of April 8, 2014. At that time, a Motion was made and passed to remove the Item from the Agenda because it was "premature and the Commission should have a Workshop on it".

Inasmuch as the Commission has not scheduled a Workshop on the item, we are requesting that the Extended Operating Hours License be scheduled on the City Commission Agenda on July 28, 2015.

Thank you for your courtesy and consideration on this matter.

Very truly yours,

MOSKOWITZ, MANDELL, SALIM & SIMOWITZ, P.A.

BY: _____
MICHAEL W. MOSKOWITZ

MWM/dkd

Cc: Mayor Lamar Fisher – lamar.fisher@copbfl.com
Vice Mayor Charlotte Burrie – charlotte.burrie@copbfl.com
Commissioner Barry Dockswell – berry.dockswell@copbfl.com
Commissioner Rex Hardin – rex.hardin@copbfl.com
Commissioner Ed Phillips – ed.phillips@copbfl.com
Commissioner Barry Moss – barry.moss@copbfl.com

LAW OFFICES
MOSKOWITZ, MANDELL, SALIM & SIMOWITZ, P.A.
800 CORPORATE DRIVE • SUITE 500
FORT LAUDERDALE FLORIDA 33334

MICHAEL W. MOSKOWITZ**
SCOTT E. SIMOWITZ
CRAIG J. MANDELL
WILLIAM G. SALIM, JR.**
SCOTT M. ZASLAV*
ARI J. GLAZER^
TODD A. ARMBRUSTER
ARTHUR E. LEWIS
IRMA T. BARRIOS
TARA L. ROSENFELD
GREG H. ROSENTHAL
JESSICA L. WEINBERG^^
JOSHUA C. KLIGLER
JOY G. HUPPERT
CAROLYN WIENER^
BRANDON L. CHASE

ALSO ADMITTED IN NY & DC*
ALSO ADMITTED IN MA**
ALSO ADMITTED IN NY & CT*
ALSO ADMITTED IN NY*
ALSO ADMITTED IN UAE^^

CERTIFIED CIRCUIT COURT MEDIATOR*

BROWARD (954) 491-2000
BOCA RATON (561) 750-7700
TELECOPIER (954) 491-2051
EMAIL mmss@mmsslaw.com

OF COUNSEL

SHIRLEY D. WEISMAN, P.A.

Michael W. Moskowitz
mmoskowitz@mmsslaw.com
Direct (954) 776-9211

December 31, 2013

VIA E-MAIL AND U.S. MAIL

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

Re: Extended Operating Hours License

Dear Mr. Beach:

This firm represents Pompano Hospitality Group, Inc. as well as other hospitality businesses.

I recently appeared before the Pompano Beach Economic Development Council at its meetings in June and September, 2013. We have also met with the Pompano Beach Chamber of Commerce.

The purpose of these meetings was to discuss the concept of Pompano Beach adopting an Extended Operating Hours License for the sale and dispensing of alcoholic beverages. Currently, the hours of sale are controlled by Chapter 110 of the Pompano Beach Code of Ordinances. Specifically, Section 110.01 prohibits the sale or dispensing of alcoholic beverages between the hours of 2:00 and 7:00 AM. A copy of the Ordinance is attached hereto for your reference. Many cities have an ordinance allowing extended hours based upon specified criteria. It is an annually renewable license subject to strict control by the City Commission with an annual fee required to be paid.

In our meetings with the Pompano Chamber of Commerce and Pompano Beach Economic Development Council, we discussed this concept and proposed a sample Extended Hours Ordinance to them. A copy of the proposed Extended Hours Ordinance is attached hereto for your reference.

Both the Pompano Chamber of Commerce and the Economic Development Council had extensive discussion about the challenges facing Pompano based businesses from other cities as well as a recognition that the Isle Of Capri casino is not subject to the Pompano Beach Code section limiting hours of operation. The Economic Development Council overwhelmingly endorsed this concept and the Extended Operating Hours License at its September 23, 2013 meeting. A copy of the Minutes reflecting the discussion and action of the Economic Development Council is attached hereto for your reference.

I am requesting that the subject of an Extended Operating Hours License be scheduled for a discussion by the City Commission at its next meeting.

I await your advice.

Very truly yours,

MOSKOWITZ, MANDELL, SALIM & SIMOWITZ, P.A.

BY: _____
MICHAEL W. MOSKOWITZ

MWM/dkd

Cc: Mayor Lamar Fisher
Vice Mayor George Brummer
Commissioner Barry Dockswell
Commissioner Charlotte Burrie
Commissioner Rex Hardin
Commissioner Woodrow J. Poitier

Print

Pompano Beach, Florida Code of Ordinances

CHAPTER 110: ALCOHOLIC BEVERAGES

Section

110.01 Hours of sale

110.02 Unlawful sales

110.03 Conduct on premises

§ 110.01 HOURS OF SALE.

(A) No vendor or retail business authorized under the provisions of the state beverage law to sell, offer for sale, deliver, or otherwise distribute alcoholic beverages, for consumption off the premises only, nor any employee thereof, shall sell, offer for sale, deliver, or otherwise distribute any alcoholic beverage on any day between the hours of 2:00 a.m. and 7:00 a.m.

(B) No vendor or retail business authorized under the provisions of the state beverage law to sell, offer for sale, deliver, or otherwise distribute alcoholic beverages for consumption on the premises, nor any employee thereof, shall allow the establishment to be open for business on any day between the hours of 2:00 a.m. and 7:00 a.m., nor allow any customer, patron, or other person, except employees, to remain upon the premises during the aforementioned hours.

(C) Notwithstanding any provision in this section to the contrary, any business in Pompano Beach that maintains a pari-mutuel permit under F.S. Chapter 550, and a valid Slot Machine Operators License under F.S. Chapter 551, shall be permitted to offer and/or sell alcoholic beverages under their existing liquor license on the premises during the hours that slot machine gaming is allowed under F.S. § 551.116.

(Ord. 2012-67, passed 9-11-12)

§ 110.02 UNLAWFUL SALES.

(A) No person shall give, sell, deliver, serve, or permit to be served any alcoholic beverages to the following.

(1) Any person under the age of majority, actually or apparently.

(2) To any person who is intoxicated.

(3) To any patient under the supervision or control of any state hospital, whether the patient is on furlough or otherwise.

EXTENDED OPERATING HOURS LICENSE

(A) *Application.* Any person or vendor or any place of business operating in the City, and duly and regularly licensed by the State of Florida to sell and dispense alcoholic beverages, wine or beer for consumption on premises therein, may apply for an Extended Operating Hours License. Such license application shall be processed using the criteria listed in subsection (B) below. The fee for the issuance or renewal of said license shall be based upon the establishment's posted occupancy. The applicant shall pay an annual fee of $20.00 per individual based on the posted occupancy. This annual fee may be amended by resolution of the City Commission. Such Extended Operating Hours with License shall permit and extend the hours in which such licensee may stay open and sell alcoholic beverages for consumption on the premises until not later than 4:00 a.m. Every such license shall expire on September 30 of each and every year. The fee for the issuance or renewal of said license shall be paid within 30 days of the initial approval or any renewal date. Failure to timely pay the fee shall result in the immediate and automatic revocation of the approval or license.

The City Clerk shall place all applications for such Extended Operating Hours License on the agenda for the first regular City Commission meeting to be held in September, or as soon thereafter as may be heard, and shall notify all qualified applicants of the place which their applications will be heard. The City Commission shall consider all applications for an Extended Operating Hours License at a duly noticed public hearing. .

The City Commission may grant or deny such applications for Extended Hours Operating License.

(B) Criteria. The specific criteria for the City Commission's consideration on an application for Extended Operating Hours License are as follows:

(B)(1) The business premises of any applicant for an Extending Operating Hours License must have a suitable amount of off-street parking in relation to the demands created by the extra hours of operation, especially with regard to the adverse impact on adjacent residential areas of any illegal or hazardous parking.

(B)(2) The amount and degree of law enforcement activities generated by the operation of the establishment, both outside and inside the particular location, with particular emphasis on the vandalism, noise, vehicular use by patrons and illegal activity of any kind by employees, patrons or others associated with the establishment as based upon complaints verified by the police department. The City Commission shall consider whether the need for law enforcement involvement was the result of the establishment's failure or inability to maintain proper order and control during extended business hours.

(B)(3) The adverse effects if any, that the extended hours of operation will have on neighboring properties, especially with respect to the effects of noise, parking and glare from headlights or exterior lighting on nearby residential properties.

(C) ***Conditions.*** The City Commission may require, as a condition of the privilege of extending hours of operation, compliance with any reasonable conditions deemed by it to be necessary to mitigate or eliminate the adverse effects of such extended hours. These conditions may include, without being limited to, provision by the applicant, at his or her expense, additional off-street parking, security personnel and screening and buffering from nearby properties. The applicant must comply with applicable noise regulations.

C(1) The applicant for the Extended Operating Hours License must be the operator of the establishment and cannot, at any time, assign, sublease or transfer the Extended Operating Hours License without complying with subsection (G) below.

(D) Renewal. The granting of an Extended Operating Hours License to a particular licensee is a privilege subject to suspension or revocation at any time by the City Commission as set forth in subsection (E) below, and no person may reasonably rely on a continuation of that privilege. In the absence of ongoing revocation proceedings, an Extended License may be renewed annually upon payment of the aforementioned fee prior to October 31 of each year.

(E) ***Suspension and Revocation.*** As a condition of the continuation of the privilege, vendors are required to take all necessary steps to minimize the negative impacts that their establishment may cause in nearby residential or commercial neighborhoods. The City Commission shall consider the following in deciding whether to suspend or condition the privilege:

(E)(1) *Standards*

a. Whether there is adequate off-street parking in relation to the demands created during the extra hours of operation, with special regard to any adverse impact on adjacent residential areas of any illegal or hazardous parking that can be traced directly to a particular vendor. For the purposes of this section, sufficient evidence of an adverse impact on adjacent residential areas will exist upon verification by police or parking enforcement officials that, within the previous 120 days, more than ten (10) patrons of the vendor have parked illegally on public rights of way or property, or on private property upon receipt of a complaint by the property owner. This provision will only apply if the parking provided by the vendor is at maximum capacity at the time the illegal parking takes place, or is otherwise determined to be inadequate given the size of the crowds that the vendor draws;

b. Law enforcement activities on the licensee's property during the extra hours of operation, both outside and inside the permitted location, with particular emphasis on vandalism, and illegal activity of any kind by employees, or others

associated with the establishment, including allowing underage drinking, violation of open container laws and loitering by intoxicated individuals. The City Commission shall also consider whether the need for law enforcement involvement was the result of the establishment's failure or inability to maintain proper order and control during the extended business hours;

c. Complaints verified by the police, arising from adverse effects extra hours of operation have upon neighboring properties, including the effects of noise, parking, vandalism, generation of trash or garbage, loitering by intoxicated persons or exterior lighting on neighboring residential properties. It shall be a defense to the applicability of this section that the licensee has adequate security personnel and has implemented a policy requiring that security personnel patrol the premises and the property adjacent to the licensee, as well as all known parking lots that patrons use, to assure the orderly conduct of patrons as they arrive at the establishment or as they depart. Upon a showing of such security precautions, the licensee shall only be held accountable if the conduct complained of constitutes a violation by the licensee of any provision of the City's Code of Ordinances, state or federal law.

d. Violations of the City's noise regulations.

e. In order to invoke the enforcement provisions of this section, the activities described hereinabove must be directly traceable to the particular licensee against whom action is being taken, and also must be verified by police officers on the scene. Although not required, police officers may, at their discretion, issue recorded warnings that shall not be considered a notice of violation, to put the licensee on notice that a particular problem or problems must be addressed and could result in a notice of violation if not corrected.

(E)(2) ***Procedure***

a. Notices of violation of this section shall be issued to any licensee that meets, or where applicable, fails to meet the criteria established in subsection (E)1 above. The notice of violation shall be left with the owner, proprietor, or highest-ranking employee then on the premises. An additional copy of the notice will also be mailed via U.S. mail, certified, return receipt requested, to the licensee at the street address provided in the application. Proof of delivery by either of these two (2) methods (hand delivery or mail) shall be sufficient to establish receipt by the licensee. Notices sent by mail that are returned or not accepted for any reason shall be deemed proper notice of the violation, provided that the notice is sent to the person and address named on the application.

b. Should three (3) notices of violation within any three (3) consecutive month period be issued to any licensee, the City Manager shall place the licensee's Extended Operating Hours License on the City Commission agenda to consider the licensee's Extended Operating Hours License.

c. Such agenda item shall be publicly advertised in a newspaper of general circulation at least fourteen (14) days prior to any hearing of the agenda item, and written notice of the charges against the licensee shall be provided at least fourteen (14) days in advance of the hearing. The notice shall also contain the date, time and place of the hearing. Such notice shall also advise the licensee of the right to be heard, of the right to be represented by counsel, of the right to present sworn testimony on the licensee's behalf, and the right to appeal to circuit court.

d. After consideration of the matter and allowing the licensee to be heard, the City Commission may take no action, suspend or condition the Extended Operating Hours License, as they deem appropriate. Suspensions shall range from one (1) day in length to a maximum of ninety (90) days. The maximum penalty for a first appearance by a licensee before the city commission shall be thirty (30) days, sixty (60) days for a second appearance, and ninety (90) days for all appearances thereafter. The City Commission shall base its decision on whether there is substantial, competent evidence presented that supports a finding of non-compliance with the criteria in subsection (E)1 above on three (3) or more occasions during any consecutive three-month period.

e. In the event that a licensee has made a third appearance before the City Commission for notices of violations under subsection (E)(2)(d) above and the City Manager determines that the licensee is operating in a manner harmful to the public health, safety or welfare based upon the criteria specified in subsection (E)(1), he or she may place on the City Commission agenda the matter of revoking the Extended Operating Hours License. Such hearing shall be publicly advertised in a newspaper of local circulation; and further, written notice of the charges against the licensee shall be sent to him or her at least 14 days in advance and shall also contain the date, time and place of such hearing. Such notice shall also advise the licensee of the right to be heard, of the right to be represented by counsel, and the right to appeal to circuit court. After consideration of the matter and allowing the licensee to be heard, the City Commission may revoke, modify or condition the Extended Operating Hours License. The criteria to be used by the City Commission in such matters shall be the criteria specified in subsection (E)(1) above. Should the license or privilege be revoked, conditioned or modified, the licensee may seek review of such action before the City Commission after six months. The licensee may also appeal such action to the circuit court.

(F) Conspicuously *displayed.* The license shall be conspicuously displayed within ten feet of the main entrance to the establishment.

(G) License *transfer.* A license may be transferred to a new owner when there is a bona fide sale of the business, upon approval by the City Commission and payment of a transfer fee as set forth by resolution of the City Commission. The transferred license shall be subject to the conditions of the original approval. All applications for transfer of ownership or location shall be deemed initial applications. However, applications for transfer of ownership or locations shall be automatically approved for a temporary period of thirty-five (35) days from the date of either the initial opening of an establishment serving alcoholic beverages or date transfer of ownership or location occurs. At the end of the thirty-five (35) days proceeding, establishments shall be prohibited from serving alcoholic beverages except by permission of the City Commission.

Pompano Beach
Economic Development Council

Commission Chambers Conference Room
September 23rd, 2013
5:15 p.m.

MINUTES

A. Call to Order by Chairman of the Committee, Tom DiGiorgio at 5:15 PM.

B. Roll Call

Tom DiGiorgio, Jr.	Jack Rogerson	*Absent*
Whitney Metevia	Ted Perrella	Jay Ghanem
Roy Rogers	Jessie Walker	Linnell Jackson
Chris Metzger	Rob Wyre	Joe Usman
Frank H. Furman, Jr.	Al Siefert	Paul Webb
Dodie Keith-Lazowick	Ric Green	Elaine Fitzgerald

C. Executive Summary

MOTION by Roy Rogers and seconded by Dodie Keith-Lazowick for the Economic Development Council to recommend that the City Commission consider allowing for extended hours of operation for alcoholic related businesses.
All voted in favor with the exception of Frank Furman.

MOTION by Whitney Metevia and seconded by Al Siefert to form a subcommittee to further explore the local procurement preference idea with freedom to include City Staff and members of the public.
All voted in favor of the above motion.

D. Approval of Minutes

MOTION by Roy Rogers and seconded by Ric Green to approve the July 22, 2013 minutes. All voted in favor of the above motion.

E. Treasurer's Report

Mr. Clemens noted that the current bank balance is $2344.85.

F. CRA Update

Horacio Danovich reported that the Beach Library has passed DRC and is moving onto AAC and P&Z in October. The overall target for completion is set to be June of 2014. He reported that the Pier Comp Plan Amendment is moving forward; however the County is requiring the City to complete a traffic study to assess the impact that the proposal will have on Atlantic Boulevard. Mr. Danovich noted he felt it prudent to allocate the funding required to pay for this traffic study, would be better spent in different areas near the beach, specifically the crosswalk/intersection of A1A and NE 2nd Street.

Patrick Jovanov (411 NE 18th Avenue) noted that the timing of the traffic lights in the area is very unfriendly to pedestrian activity.

Mr. Danovich reported that in the NW CRA, the City Manager has approved funding for utilities that the CRA could previously not afford on their own. He further noted that the projected completion date for both Old Pompano and MLK Boulevard is summer of 2014.

Mr. Siefert questioned the status of the fire station on the beach. Mr. Danovich noted that there is a legal hang-up as there is an issue with the bonding of the site.

Mr. Walker questioned the activity that was occurring at the NW corner of MLK and Dixie. Mr. Danovich noted the site will include a mixed-use residential and commercial development that is slated to be a tax credit project however the developer has not submitted for consideration for the tax credits.

Mr. Danovich noted that the City Commission had approved the bonding for both the NW and East CRA's which will help to fund additional projects.

G. Presentations

- Wal-Mart BSRA- Justin Hofmeister

Justin Hofmeister (1 SE 3rd Avenue, Suite 2120, Miami FL) noted that since the EDC has agreed to serve as the Brownfield Advisory Committee, they were required to review presentations, notifying them of any potential brownfield development projects. He noted that upon selecting the site at 5001 N. Federal Highway for a future Wal-Mart Supercenter, it was determined that the site would be eligible for tax credits for cleanup, as it is currently contaminated.

Mr. Furman noted the Council should be told whether or not that site was partially contaminated or whether it would need to be completely excavated in order to diminish the contamination.

Mrs. Keith-Lazowick noted that the Council would need a better description of what they were voting on in order to make a motion, as they had not been provided the backup material ahead of time.

Ms. Metevia read the executive summary in the report provided by Mr. Hoffmeister which explained the history of the parcel and the discovered contamination.

Mr. DiGiorgio questioned if Mr. Hofmesiter wished for the Council to bring this item back at the next month's meeting with a decision, which was confirmed.

Mr. DiGiorgio asked the designated Brownfield Subcommittee, which is comprised of Paul Webb, Ted Perrella, Jay Ghanem, Dodie Keith-Lazowick, Whitney Metevia, and Chair of the Subcommittee Roy Rogers, to meet and go over the backup prior to the next meeting.

H. Old Business

- Extension of Hours of Alcohol Service – Michael Moskowitz

MOTION by Jack Rogerson and seconded by Roy Rogers to take the item of extension of hours of alcohol service off the table (the item had previously been tabled at the July 2013 meeting). All voted in favor of the above motion.

Michael Moskowitz (800 Corporate Drive, Suite 500, Fort Lauderdale FL) explained that Pompano Beach currently operates under the County-wide mandated allowance of operating alcoholic beverage establishments until 2 am. He noted that there is a mechanism for cities to apply to take advantage of extended hours of operating service which several other cities have already done. He noted that at the request of the Council, he had provided copies of ordinances from the cities of Coconut Creek, Hallandale, Hollywood, Margate, North Lauderdale, Sunrise and Pembroke Pines, related to extended alcohol service hours. He noted that while the Isle is permitted to operate 24 hours a day, that establishment is regulated by a State ordinance, which is not the same as the procedure he is currently conveying to the Council.

Mr. Green noted that three members of the Board of Directors of the Pompano Beach Chamber of Commerce had discussed this topic twice and recommended that it come before the Council for consideration.

Mr. Walker questioned if there is a set time that the businesses can operate until. Mr. Moskowitz noted that it would be up to the City Commission to determine that time, however most cities in Broward use 4 am as their cutoff time.

Mr. Siefert questioned if the City Commission would need to take this item to a referendum? Mr. Moskowitz noted that it had previously been taken to a referendum and that requirement was subsequently eliminated at that time.

Mr. Siefert questioned if there was any evidence of economic activity improving with the later hours in place? Mr. Moskowitz noted that work hours are rarely set between the hours of 9 am - 5 pm and as such there is opportunity for increased economic activity for those who may be getting off work later than most.

Mr. Metzger questioned what Mr. Moskowitz was proposing to change as far as the ordinance is concerned? Mr. Moskowitz confirmed it would be the extension from 2 am to whatever time is deemed appropriate by the City.

Vincente Thrower (1890 NW 6th Avenue, Pompano Beach FL) noted he felt that if this topic is going to be brought up again, it will take advantage of the taxpayers integrity and of their vote; as they only voted in the way they did to help the hotels and the casinos business. He noted that he wished for the Council to consider the people who live in the area, specifically the NW area, as they do not support this type of venture. Mr. Thrower questioned if the BSO would have to sign off on applications? This was confirmed by Mr. Moskowitz.

Mrs. Keith-Lozowick questioned if any other businesses are permitted to operate beyond 2 am besides the Isle? Mr. Moskowitz confirmed that only the Isle currently operates after 2 am. Mrs. Keith-Lazowick suggested limiting the types of businesses who would be able to apply for this type of privilege.

Mr. Jovanov noted that certain businesses, such as restaurants and hotels operating brunch on Sundays, should be permitted to take part in this type of opportunity. Mr. DiGiorgio noted that the Commission had previously approved Sunday alcohol sales, similar to what Mr. Jovanna had suggested. .

Mr. Walker wished to clarify that what was being proposed would be in addition to the existing law, that it must be approved by the City Commission and that the privilege could be revoked at any time.

Mr. Green noted that the Pompano Beach Chamber of Commerce wished for the EDC to make a recommendation to the City of Commission as they felt that they would have a better understanding of the benefit that this opportunity would have on businesses in the city.

Mr. Furman noted that once a city allows for extended hours of operation, it is very difficult to undo the act, in the event that, in doing so there is an undesirable response.

MOTION by Roy Rogers and seconded by Dodie Keith-Lazowick for the Economic Development Council to recommend that the City Commission consider allowing for extended hours of operation for alcoholic related businesses.

All agreed, under discussion, that the Commission would tailor the specific language to match the culture of Pompano Beach neighborhoods that would include incorporating safeguards that would allow for immediate revocation by the City Manager in the event that the business owner were to violate any condition of the license.

All voted in favor of the above motion, with the exception of Frank Furman.

- Local Preference – Dodie Keith-Lazowick

Mrs. Keith-Lazowick noted that the current Pompano Beach procurement process does not have a requirement for preference to be given for local coordination. She noted that Hallandale Beach has recently implemented a policy where for every million dollars proposed for CIP projects that the applicant must explain how they will work towards improving the community. She suggested that a subcommittee be formed to draft a potential ordinance similar to Hallandale's Beach for City Commission consideration.

Mr. Thrower noted that it seems like many City projects are being executed by firms outside of Pompano Beach; however, with the implementation of a policy similar to Hallandale Beach, the City would have a better chance of keeping business in Pompano Beach.

The Council determined that Mrs. Keith-Lazowick would serve as the Chair of the subcommittee, with the assistance of Ric Green from the Council. Additionally City Staff members Chris Clemens and General Services Director Leeta Hardin, and Vincente Thrower as a member of the public.

MOTION by Whitney Metevia and seconded by Al Siefert to form a subcommittee to further explore the local procurement preference idea with freedom to include City Staff and members of the public.
All voted in favor of the above motion.

I. Tourism Committee Update

Mr. Green noted that starting November 2nd the Chamber of Commerce would be open on Saturdays from 10 am to 3:00 pm.

Mr. DiGiorgio noted that in regard to sinking a boat for purposes of tourism that County Commissioner Chip LaMarca had suggested that Pompano Beach might wish to explore partnering with Lauderdale-by-the-Sea to share costs for the venture.

I. New Business

- Retreat discussion
  Mr. DiGiorgio noted he felt that the Council could get together for a retreat type of meeting in November to further discuss some pressing issues.

- Chris Metzger property – Open House (Thursday, 26th 11:30a–1:30p)
  Mr. Metzger noted that Weeks Robinson has extended an invitation to the EDC to attend the Open House of the newly completed warehouse facility at 1301 NW 12th Avenue.

- October Elections
  Ms. Metevia noted that notice of elections is required 7 days in advance of the October meeting.

Mr. Wyre noted that he had previously mentioned that the Council take action to find a person to fill in for Linnell Jackson as he is frequently absent from meeting. Ms. Eassa noted that the Clerk's Office has been in contact with Mr. Jackson and had informed the Vice-Mayor of the situation; however, the Clerk's office was still waiting to get a final letter of resignation from Mr. Jackson. Ms. Metevia noted that the October agenda should include that the Council will be voting to remove Mr. Jackson from office. Mr. Wyre wanted to clarify that this was not a personal attack against Mr. Jackson, but rather that the EDC is not given the benefit of input from District 5 which hinders the Council's ability to properly take the entire City's needs into consideration.

J. Staff Report

Mr. Clemens noted he had recently attended the American Planning Association Conference in Orlando, and that the Brownfield Incentive Committee had met and determined that the available tax credits from the Public Library cleanup would be liquidated.

J. Adjournment

There being no further business before the council, MOTION by Roy Rogers to adjourn the meeting. The meeting adjourned at 6:52 PM.

Next Meeting – 4th Monday of the Month

October 28th, 2013 @ 5:15 pm
Commission Chambers Conference Room
100 West Atlantic Blvd., Pompano Beach, FL

Chapter 3 - ALCOHOLIC BEVERAGES[1]

Footnotes:

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Cross reference— *Alcoholic beverages in parks, § 15-26.*

State Law reference— *Liquors and beverages, F.S. Ch. 561 et seq.*

Sec. 3-1. - Definitions.

The following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic beverages:

(1) "Alcoholic beverages" means distilled spirits and all beverages containing one-half of one (1) percent or more alcohol by volume.

(2) The percentage of alcohol by volume shall be determined by measuring the volume of the standard ethyl alcohol in the beverage and comparing it with the volume of the remainder of the ingredients as though the remainder ingredients were distilled water.

Bar means any place of business where wine, beer or alcoholic beverages are sold or offered for sale for consumption on-premises, and where the sale of food is incidental to the sale of such beverages, or where no food is sold. Any establishment in receipt of a valid alcoholic beverage license from the state which permits the sale for consumption on premises of intoxicating liquors as a principal use. Establishments where beer, wine or both are permitted for consumption on premises as an incidental or accessory use are not considered a bar.

Beer means and shall include all malt beverages containing more than one-half (½) of one (1) percent of alcohol by weight but not over fourteen (14) percent by weight.

Consumption off the premises means the selling of beers, wines or alcoholic beverages in the originals, unbroken containers, to be taken by the purchaser off the premises where sold before being consumed.

Consumption on the premises means consumption of all beers, wines or alcoholic beverages of any kind, or the right to sell by the drink, bottle or can such beverages for consumption on the licensed premises only where purchased.

Full-course meals means [that] a bona fide full-course meal must consist of salad, entree, dessert, beverage, bread and butter, all prepared on the premises. Fast food, sandwiches, frozen foods or any other services not requiring the utilization of a full-time chef, are not considered full-course meals.

Intoxicating beverages and *intoxicating liquor* means only those alcoholic beverages containing more than 4.007 percent of alcohol by volume.

Liquor, distilled spirits, spirituous liquors, spirituous beverages, or *distilled spirituous liquors* mean that substance known as ethyl alcohol, ethanol, or spirits of wine in any form, including all dilutions and mixtures thereof from whatever source or by whatever process produced.

Package store means vendors licensed to sell all alcoholic beverages, but in sealed containers only, and for consumption off the premises. The sealed package must not be broken and the contents must not be consumed in or on the premises under a package store license.

Sale and *sell* mean any transfer of an alcoholic beverage for a consideration, any gift of an alcoholic beverage in connection with, or as a part of, a transfer of property other than an alcoholic beverage for a consideration, or the serving of an alcoholic beverage by a club licensed under the beverage law.

Vendor means and shall include all persons selling, keeping with the intention of selling or dealing in the beverages defined in this section.

Wine means:

(1) All beverages made from fresh fruits, berries, or grapes, either by natural fermentation or by natural fermentation with brandy added, in the manner required by the laws and regulations of the United States, and includes all sparkling wines, champagnes, combination of the aforesaid beverages, vermouths, and like products. Sugar, flavors, and coloring materials may be added to wine to make it conform to the consumer's taste, except that the ultimate flavor or the color of the product may not be altered to imitate a beverage other than wine or to change the character of the wine.

(2) Fortified wine means all wines containing more than 17.259 percent of alcohol by volume.

(Ord. No. 109-84, § 1, 4-12-84; Ord. No. 129-91, § 1, 6-27-91)

Cross reference— Definitions and rules of construction generally, § 1-2.

State Law reference— Similar definitions, F.S. § 561.01.

Sec. 3-2. - Hours of sale.

(a) *On-premise* consumption. No licensee for consumption on the premises shall sell or offer for sale, deliver, service or permit to be consumed upon the premises of such licensee any beer, wines or alcoholic beverages of any kind, regardless of alcoholic content, on any day between the hours of 2:00 a.m. and 9:00 a.m., except as provided in subsection (c) below.

(b) *Off-premise consumption.* No licensee for consumption off the premises shall sell, offer for sale, deliver, service or permit to be consumed upon the premises of such vendor any beer, wines or alcoholic beverages of any kind, regardless of alcoholic content, Monday through Saturday between the hours of 12:00 midnight and 8:00 a.m., and on Sunday between the hours of 12:00 midnight and 9:00 a.m.

(c) *Consumption on premises in area of the regional activity center.* A licensee for consumption on premises within the area of the Regional Activity Center, commonly called "MainStreet" may apply for an extended hours license, which license shall allow the sale and consumption of alcoholic beverages from 7:00 a.m. to 6:00 a.m. of the following day, seven (7) days a week. In order to receive such a license, a licensee shall comply with the following conditions:

(1) The licensee's business shall be a restaurant in accordance with Florida Statute, § 561.20(2)(a)(4), and shall have two thousand five hundred (2,500) square feet of service area, and shall be equipped to serve one hundred fifty (150) persons full course meals at tables at one time, and derive at least fifty-one (51) percent of its gross revenue from the sale of food and nonalcoholic beverages.

(2) A licensee shall complete an application form with the city, and submit it to the city with a fee of one thousand dollars ($1,000.00) for each license requested. The form shall state the licensee's name, business address, owner's name if different from the licensee, and the proposed hours of operation. The application shall include a statement that the licensee recognizes that the granting of an extended hours license is a privilege, not a right, and that failure of the licensee to strictly observe all of the conditions of the license shall be grounds for immediate revocation of such license. The application shall be notarized, and accompanied by a copy of the licensee's license from the State of Florida which allows the sale of alcohol on the premises.

(3) Said extended hours license application, when compete, shall be considered by the city commission. The city commission shall approve the application by motion, if the following conditions are met:

a. The licensee's business is within a totally enclosed building or structure, and noise that does not constitute a nuisance is not audible from outside the building.

b. Security staff sufficient to keep the public peace shall be employed by the licensee during the period of the extended hours.

c. Limited food service, which includes cold sandwiches and other food choices, shall be maintained during the period of the extended hours.

d. Liability Insurance in the amount of one million dollars ($1,000,000.00) per occurrence shall be maintained by the licensee.

e. Extended hours licenses shall expire on October 1st of each year and shall be renewable for one-year periods. The permit fee of one thousand dollars ($1,000.00) shall be payable at the renewal of the extended hours license each year. The city commission shall have the authority to approve renewals.

(4) Should the city manager find and determine that the licensee has violated any condition of the extended hours license, he may immediately revoke said extended hour license. The revocation of said license may be appealed to the city commission in writing, within thirty (30) days. The city commission shall schedule a hearing on the appeal within thirty (30) days of receipt of the appeal.

(Ord. No. 109-84, § 1, 4-12-84; Ord. No. 139-88, § 1, 9-8-88; Ord. No. 129-91, § 1, 6-27-91; Ord. No. 2007-002, § 1, 4-12-07; Ord. No. 2008-016, § 2, 4-10-08)

State Law reference— Authority to regulate hours of sale, F.S. §§ 562.14(1), 562.45(2).

Sec. 3-3. - Distance of establishments from places of worship or school.

(a) No person shall be permitted to sell any alcoholic beverage for consumption on the premises in any place of business located within five hundred (500) feet of an established place of worship or school, which distance shall be measured by the nearest pedestrian travel along public right-of-way from main entrance to main entrance, except that in case of a school, to the nearest point of the school grounds, used as part of the school facilities. This distance does not apply to establishments that are licensed for beer, wine, or beer and wine, only.

(b) No person shall be permitted to sell any alcoholic beverage for consumption off the premises, except sale of intoxicating beverages containing alcohol of fourteen (14) percent or less by weight for off-premises consumption only, in any place of business located within five hundred (500) feet of an established place of worship or school, which distance shall be measured by the pedestrian

travel on public right-of-way from main entrance to main entrance, except that in case of a school, to the nearest point of the school grounds used as part of the school facilities. This distance does not apply to establishments that are licensed for beer, wine, or beer and wine, only.

(c) (1) The five-hundred-foot distance requirement in subsection (a) may be reduced for any social or fraternal club, hotel, motel, restaurant, bowling alley serving alcoholic beverages, bar or other alcoholic beverage establishment and places of worship or school located within five hundred (500) feet which may not be required to protect the public health, safety and welfare, based on the following factors:

a. The actual location and distance of the club, hotel, motel, restaurant, bowling alley serving alcoholic beverages, bar or other alcoholic beverage establishment in relation to the place of worship or school;

b. The days and hours of operation of the club, hotel, motel, restaurant, bowling alley serving alcoholic beverages, bar or other alcoholic beverage establishment and of the places of worship or school;

c. The age group and number of persons attending the school and the nature and curriculum of the school;

d. The number of rooms in the hotel or motel; the nature and type of club; the type and size of the restaurant, including the restaurant floor space and seating capacity and whether full-course meals are served; the number of lanes in the bowling alley; the type and size of the bar, including the bar floor space and seating capacity;

e. Consideration of the public's convenience and necessity.

(2) The commission when considering the five (5) factors as set forth in (1) above shall grant those waiver requests which tend to most fully meet each of the individual requirements, i.e., the closer to five hundred (500) feet, the more likely the waiver.

(d) All establishments which are in existence as of the creation of this section which do not meet the distance requirements of this section shall nevertheless be permitted to continue until such time as the establishment's license expires or the business ceases to exist or continue in operation.

(Ord. No. 129-91, § 2, 6-27-91)

Sec. 3-4. - Penalty for violations.

(a) Any person, or any agent, servant or employee of any license hereunder violating the provisions of this chapter shall, upon conviction by a court of competent jurisdiction, or by the code enforcement board or other code enforcement system be punished in accordance with the laws of the city or state.

(b) Each day any violation of any provision of this chapter shall continue shall constitute a separate and distinct offense.

(Ord. No. 109-84, § 1, 4-12-84; Ord. No. 129-91, § 2, 6-27-91)

Editor's note— Section 2 of Ord. No. 129-91, adopted June 27, 1991, renumbered § 3-3 as § 3-4 and amended such provisions to read as herein set out.

Sec. 5-29. - Permitted hours of sale, consumption and service.

(a) *Permitted hours of sale, consumption and service.*

(1) Clubs, nightclubs, cocktail bars, hotel bars and restaurant bars licensed under the state beverage laws to sell beer, wine or alcoholic beverages may sell, serve or deliver or offer to sell, serve or deliver any beer, wine or alcoholic beverage, regardless of alcohol content, between the hours of 7:00 a.m. and 12:00 midnight as long as the beer, wine or alcoholic beverage is served and consumed on the premises.

(2) Convenience stores, bottle clubs, package stores, vendors licensed under the state beverage laws to sell beer, wine or alcoholic beverages and any vendor not listed in section (1) above may sell, serve or deliver or offer to sell, serve or deliver any beer, wine or alcoholic beverage, regardless of alcohol content, on any weekday or Saturday between the hours of 7:00 a.m. and 12:00 midnight, or any Sunday between 12:00 noon and 12:00 midnight.

(3) Any beer, wine or alcoholic beverage, regardless of content, ordered by a patron from a club, nightclub, cocktail bar, hotel bar, restaurant bar, convenience store, bottle club, package store or vendor and served prior to 12:00 midnight may be consumed on licensed premises by a patron until no later than 12:30 a.m.

(4) Sale, service or consumption after the applicable hours in this section are prohibited.

(b) *Permits required for premises to remain open past midnight; suspension of permits.*

(1) *Permits required.*

a. All vendors licensed under the state beverage laws desiring to remain open for business for the purposes of selling, offering for sale, delivering, serving or permitting consumption of alcoholic beverages between the hours of midnight and 2:00 a.m. on any weekday, and between midnight and 3:00 a.m. on Saturday and Sunday, shall make application with the business tax division for an extended hours of operation permit. For the fiscal year 2000/2001, vendors shall submit an application within thirty (30) days from the effective date of this ordinance.

(2) The application form shall be provided by the city. The vendor shall complete the application by providing the information requested about the vendor, including but not limited to the name and address where notices related to this section are to be mailed. Permit holders are required to amend the license application that is on file with the City of Fort Lauderdale within thirty (30) days of any change in the information set forth on the application form.

(3) The city manager or designee shall review the application and, if the application is complete, a permit shall be issued to the vendor to remain open between the hours of 12:01 a.m. and 2:00 a.m. on weekdays, or between 12:01 a.m. and 3:00 a.m. on Saturday and Sunday.

(4) Such permit must be renewed annually on or before the thirtieth day of September, unless the permit has been suspended by the City of Fort Lauderdale or the vendor's state beverage license has been revoked. In the event that there has been a change in ownership or a change in location of the establishment, the city must be notified immediately and a new application must be processed. Failure to renew the extended hours of operation permit shall be cause for the immediate suspension of extended hours privileges pursuant to subsection (7) below.

(5) No vendor may sell alcoholic beverages after 12:00 midnight unless it has received an

extended hours of operation permit from the city.

(6) The provisions of this section shall not impair or impact an establishment's right to remain open prior to 12:00 midnight.

(7) *Permit suspension.* The ability to sell, offer for sale, deliver or permit to be consumed upon the premises any alcoholic beverage beyond the hour of 12:00 midnight on any day of the week, is hereby declared to be and is a privilege subject to suspension by the city commission, and no person may reasonably rely on a continuation of that privilege. As a condition of the continuation of the privilege, vendors are required to take all necessary steps to minimize the negative impacts that their establishment may cause in nearby residential or commercial neighborhoods. The city commission shall consider the following in deciding whether to suspend or condition the privilege:

a. Whether there is adequate off-street parking in relation to the demands created during the extra hours of operation, with special regard to any adverse impact on adjacent residential areas of any illegal or hazardous parking that can be traced directly to a particular vendor. For the purposes of this section, sufficient evidence of an adverse impact on adjacent residential areas will exist upon verification by police or parking enforcement officials that more than ten (10) patrons of the vendor have parked illegally on public rights of way or property, or on private property upon receipt of a complaint by the property owner. This provision will only apply if the parking provided by the vendor is at maximum capacity at the time the illegal parking takes place, or is otherwise determined to be inadequate given the size of the crowds that the vendor draws;

b. Law enforcement activities on the vendor's property during the extra hours of operation, both outside and inside the permitted location, with particular emphasis on vandalism, and illegal activity of any kind by employees, or others associated with the establishment, including allowing underage drinking, violation of open container laws and loitering by intoxicated individuals. The city commission shall also consider whether the need for law enforcement involvement was the result of the establishment's failure or inability to maintain proper order and control during the extended business hours;

c. Complaints verified by the police, arising from adverse effects extra hours of operation have upon neighboring properties, including the effects of noise, parking, vandalism, generation of trash or garbage, loitering by intoxicated persons or exterior lighting on neighboring residential properties. It shall be a defense to the applicability of this section that the vendor has adequate security personnel and has implemented a policy requiring that security personnel patrol the premises and the property adjacent to the vendor, as well as all known parking lots that patrons use, to assure the orderly conduct of patrons as they arrive at the establishment or as they depart. Upon a showing of such security precautions, the vendor shall only be held accountable if the conduct complained of constitutes a violation by the vendor of any provision of the Fort Lauderdale Code of Ordinances, state or federal law.

d. Violations of the provisions of Article II, section 5-34 of the Fort Lauderdale Code of Ordinances (Hours music or disturbing noises prohibited).

e. Violations of the provisions of Article II, section 5-31 of the Fort Lauderdale Code of Ordinances (Permitting intoxicated person to loiter about premises).

f. Violations of the provisions of Article II, section 5-33 of the Fort Lauderdale Code of

Ordinances (Use of licensed premises for immoral or criminal purposes).

g. Failure to obtain an extended hours of operation permit, or failure to renew the permit as required by subsections (4) and (5) above.

h. Violations of Chapter 17, Noise Control, of the Fort Lauderdale Code of Ordinances.

i. Violations of laws relating to the maximum permissible occupancy of vendor.

j. Violation of any provisions of the Fort Lauderdale Code of Ordinances, state or federal law.

In order to invoke the enforcement provisions of this section, the activities described hereinabove must be directly traceable to the particular vendor against whom action is being taken, and also must be verified by police officers on the scene. Although not required, police officers may, at their discretion, issue recorded warnings that shall not be considered a notice of violation, to put the vendor on notice that a particular problem or problems must be addressed and could result in a notice of violation if not corrected.

(8) Notices of violation of this section shall be issued to any vendor that meets, or where applicable, fails to meet the criteria established in (7)a., b., c., d., e., f., g., h., i. or j. above. The notice of violation shall be left with the owner, proprietor, or highest ranking employee then on the premises. An additional copy of the notice will also be mailed via U.S. mail, certified, return receipt requested, to the vendor at the street address provided in the application. Proof of delivery by either of these two (2) methods (hand delivery or mail) shall be sufficient to establish receipt by the permit-holder. Notices sent by mail that are returned or not accepted for any reason shall be deemed proper notice of the violation, provided that the notice is sent to the person and address named on the application.

(9) Should three (3) notices of violation within any three (3) consecutive month period be issued to any vendor, the matter shall be placed on the city commission agenda to consider the vendor's extended hours permit.

a. Such agenda item shall be publicly advertised in a newspaper of general circulation at least fourteen (14) days prior to any hearing of the agenda item, and written notice of the charges against the vendor shall be provided at least fourteen (14) days in advance of the hearing. The notice shall also contain the date, time and place of the hearing. Such notice shall also advise the vendor of the right to be heard, of the right to be represented by counsel, of the right to present sworn testimony on the vendor's behalf, and the right to appeal to circuit court.

b. After consideration of the matter and allowing the vendor to be heard, the city commission may take no action, suspend or condition the extended hours privilege, as they deem appropriate. Suspensions shall range from one (1) day in length to a maximum of ninety (90) days. The maximum penalty for a first appearance by a vendor before the city commission shall be thirty (30) days, sixty (60) days for a second appearance, and ninety (90) days for all appearances thereafter. The city commission shall base its decision on whether there is substantial, competent evidence presented that supports a finding of non-compliance with the criteria in (7)a., b., c., d., e., f., g., h., i. or j. on three (3) or more occasions during any consecutive three-month period.

c.

The city commission may require, as a condition of the continuation of the privilege of extra hours of operation, compliance with any reasonable conditions determined to be necessary to mitigate or eliminate the adverse effects proven to the city commission of such extra hours. These conditions may include, without being limited to, provision by the owner or operator of the premises to provide, at the owner or operator's expense, additional off-street parking, security personnel, trash maintenance and screening and buffering from nearby properties.

d. The city commission may delegate the responsibility for conducting hearings pursuant to this section to a special magistrate. Any such delegation shall be by resolution.

(10) Any vendor that has had an extended hours of operation permit suspended or otherwise conditioned cannot avoid the consequences of the city commission's action by changing its name or corporate status. Upon a showing to the city commission that there has been a legitimate change in ownership at the location effected by the city commission's action(s), the city commission may consider allowing an extended hours of operation permit to issue at the site, subject to applicable conditions, if any, to prevent a recurrence of the harms that caused the earlier action.

(c) *Liquors, beers and wines, hours of sale.* No vendors licensed under the state beverage law to sell liquor, beer or wine by the package, bottle or original container, for consumption off premises, shall sell or offer for sale or deliver any liquor, beer or wine in the original package bottle or container for consumption off the premises during any hour prohibited by (a) above. Businesses covered by this section are also required to obtain an extended hours of operation permit, and are subject to all of the requirements of section (b).

(d) *Taking container off premises after hours.* It is the intention of this section to prohibit such vendors from permitting anyone purchasing package goods in the original container to leave the vendor's premises during the prohibited hours, taking with him in any container any beers, wines, liquors, or alcoholic beverages originally purchased by package, bottle or container, so that the same may be consumed off the premises.

(e) *Sales by employees during prohibited hours.* Any employee of a vendor licensed under the state beverage law shall not sell, or offer for sale, any beers, wines, liquors, or alcoholic beverages of any kind during the prohibited hours.

(f) *Gifts.* It shall be deemed a violation of this section for any person, or any agent, servant or employee of any person, licensed under the state beverage law, during the hours prohibited under (c) above, to gratuitously give any kind of alcoholic beverage, whether conditioned upon the purchase of another kind of alcoholic beverage, or product of any nature, at any inflated price, or otherwise, or in the form of a so-called bonus predicated upon another purchase, or as a gift.

(g) The provisions of this section shall also apply to vendors within the special entertainment overlay district, except that the hours of operation allowable upon receipt of an extended hours of operation permit shall be those specified in section 5-56 of the Code of Ordinances of the City of Fort Lauderdale.

(Code 1953, § 5-10; Ord. No. C-73-11, § 1, 2-6-73; Ord. No. C-77-98, § 1, 7-20-77; Ord. No. C-81-88, § 1, 9-29-81; Ord. No. C-96-44, § 1, 10-1-96; Ord. No. C-00-38, § 1, 9-6-00; Ord. No. C-04-63, § 1, 12-21-04; Ord. No. C-06-45, § 1, 1-4-07; Ord. No. C-11-07, § 1, 2-15-11)

State Law reference— Regulation of hours of sales, F.S. § 562.14.

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§ 113.25 HOURS OF SALE, GENERALLY.

(A) No person or vendor, except those determined by the City Commission to comply with the requirements for an extended hours license pursuant to § 113.26, shall sell or offer for sale or deliver upon the premises of such person or vendor any liquor, beer or wine, regardless of the alcoholic content, on any day of the week between the hours of 2:00 a.m. and 7:00 a.m. No person or vendor, except those determined by the City Commission to comply with the requirements for an extended hours license pursuant to § 113.26, shall permit to be consumed upon the premises of such person or vendor, any liquor, beer or wine, regardless of the alcoholic content, on any day of the week between the hours of 2:30 a.m. and 7:00 a.m. Notwithstanding the foregoing, no person or vendor shall be prohibited from selling or offering for sale or delivering any liquor, beer or wine, regardless of alcoholic content, on New Year's Day between the hours of 2:00 a.m. and 4:00 a.m., and no person or vendor shall be prohibited from permitting to be consumed upon the premises of such person or vendor, any liquor, beer or wine, regardless of the alcoholic content, on New Year's Day between the hours of 2:30 a.m. and 4:00 a.m., except insofar as such privilege may be suspended, terminated or conditioned pursuant to this section. The ability to sell, offer for sale, deliver or permit to be consumed upon the premises any alcoholic beverage beyond the hour of 12:00 midnight on any day of the week is hereby declared to be and is a privilege subject to suspension, termination, and the imposition of conditions as provided below, and no person may reasonably rely on a continuation of that privilege.

(1) No person, vendor or distributor or any place of business licensed under the provisions of this chapter or by this State, or any employee thereof, shall permit any person who is not a licensed vendor or employee thereof to remain on the licensed premises beyond the legally authorized closing hour. However, if said premises are divided so that the portion of said premises where alcoholic beverages are kept, stored or dispensed is segregated by partition and locked doors after the legal closing hour, such prohibition shall not apply.

(2) No person or vendor shall use a disc jockey to provide entertainment between 12:00 midnight and 2:00 a.m.

(3) If at any time, the Police Chief or his/her designee determines that any person or vendor is operating in a manner harmful to the public health, safety or welfare, based upon the provisions specified in this section or § 113.26(B), the Police Chief or his/her designee may issue a notice of suspension or termination of the privilege of selling, offering for sale, delivering or permitting to be consumed upon the premises of such person or vendor any liquor, beer or wine, regardless of the alcoholic content, or a notice of imposition of additional conditions and/or restrictions upon the person or vendor ("the Notice"). In determining what action to take, the Police Chief or his/her designee may consider any prior sanctions imposed against the person or vendor pursuant to this section. Said notice shall be served upon the person or vendor by:

(a) Personal service upon the person or vendor;

(b) Certified mail delivered to the person or vendor; or

(c) Posting of the notice in a conspicuous place on the property on which the person or vendor sells, offers for sale, delivers or permits to be consumed upon the premises of such person or vendor any liquor, beer or wine, regardless of alcoholic content.

The notice shall afford the person or vendor with reasonable notice of the facts or conduct which warrant the intended action, and shall advise the person or vendor of his/her right to a hearing under subsection (4) and, if applicable, subsection (5) below.

(4) The person or vendor may, within five business days of being served with the notice, make a written request for a hearing before the City Commission. Failure to timely request a hearing shall result in the imposition of the suspension, the termination, or the imposition of additional conditions and/or restrictions contained in the notice without further action by the city. Except as provided in subsection (5) below, if a hearing is requested, the notice of suspension, of termination, or the imposition of additional conditions and/or restrictions will not be enforced until the City Commission decision. A hearing shall be scheduled upon payment of the applicable fee as established by resolution of the City Commission. If a hearing is requested by the person or vendor, notice of the City Commission agenda item shall be publicly advertised in a newspaper of local circulation, and written notice of the date, time and place of the hearing will be sent to the person or vendor and to the owners of all properties located within 300 feet of the establishment at least 14 days in advance of the hearing date. At the hearing, the person or vendor and all other individuals wishing to speak will be afforded a reasonable opportunity to do so. The City Commission will consider the matter de novo, and will determine whether the person or vendor operated in a manner harmful to the public health, safety or welfare, based upon the criteria specified in this section and in § 113.26(B). If the City Commission so finds, it may suspend, terminate, or otherwise impose additional conditions and/or restrictions upon the person or vendor.

(5) If the Police Chief or his/her designee finds that immediate serious danger to the public health, safety or welfare requires emergency suspension, termination or the imposition of additional conditions or restrictions upon the person or vendor, he/she may summarily order said suspension or termination, or may summarily impose additional conditions or restrictions. The Police Chief or his/her designee will take only that action necessary to protect the public interest. The Police Chief or his/her designee will provide the person or vendor with all information required by subsection (3) above, and will additionally disclose the specific facts and reasons for finding an immediate danger to the public health, safety or welfare and his/her reasons for concluding that the action taken is necessary to protect the public interest. The notice shall be served upon the person or vendor as required in subsection (3) above. The notice shall advise the person or vendor that he/she may request a hearing before the City Commission as provided in subsection (4) above. The notice shall also advise the person or vendor that he/she may request a hearing before the City Manager or his/her designee challenging the need for summary action (the "Emergency Hearing") by making a written request within five business days of being served with the notice. If the person or vendor requests an emergency hearing, the hearing will be conducted within two business days of the city's receipt of the request, unless extended by mutual agreement of the person or vendor and the City Manager or his/her designee. At the emergency hearing, the person or vendor will be afforded a reasonable opportunity to speak. If the City Manager or his/her designee determines that an immediate serious danger exists, the summary action of the Police Chief or his/her designee will continue in effect until the City Commission decision described in subsection (4) above is rendered. If the City Manager or his/her designee determines that an immediate serious danger does not exist, the summary action

of the Police Chief or his/her designee will not be enforced until the City Commission decision described in subsection (4) above is rendered.

(6) If so suspended, the privilege to continue the on-premise sale of alcoholic beverages between the hours of 12:00 a.m. and 2:00 a.m. and the on-premise consumption of alcoholic beverages between the hours of 12:00 a.m. and 2:30 a.m. shall not be reinstated until any applicable condition of the suspension is met and the payment of a reinstatement fee in an amount established by resolution of the City Commission is made.

(7) Any person, vendor or establishment whose privilege of on-premise sale of alcoholic beverages between the hours of 12:00 a.m. and 2:00 a.m. and on-premise consumption of alcoholic beverages between the hours of 12:00 a.m. and 2:30 a.m. is revoked shall not be eligible to request reconsideration of said privilege for six months from the effective date of the revocation.

(8) Should the privilege be terminated or conditioned, the person or vendor may seek review of such action before the City Commission after six months. Any such request for review shall be scheduled for a hearing upon payment of the applicable fee as established by resolution of the City Commission. The City Commission may then modify or refuse to modify its action. Only one such review shall be given within a 12-month period.

(B) No person, vendor or distributor shall sell, offer for sale or deliver any liquor, beer or wine, regardless of the alcoholic content, by package, bottle or container, for the purpose of consumption off the premises, on any day of the week between the hours of 12:00 midnight and 7:00 a.m.

('72 Code, § 3-2(1), (2)) (Ord. O-79-24, passed 6-6-79; Am. Ord. O-85-63, passed 12-12-85; Am. Ord. O-87-63, passed 10-7-87; Am. Ord. O-88-56, passed 9-22-88; Am. Ord. O-93-32, passed 7-21-93; Am. Ord. O-2005-14, passed 7-13-05; Am. Ord. O-2006-31, passed 9-6-06; Am. Ord. O-2007-24, passed 7-18-07) Penalty, see § 113.99

§ 113.26 EXTENDED HOURS LICENSE.

(A) (1) *Applicability and eligibility.* Except for those Live Entertainment Establishments as defined herein and located within the boundaries of the Downtown Music District as described in Exhibit "A" of Resolution No. R-95- 272A, and person or vendor operating as a restaurant bar or as a hotel or motel bar, as defined herein, and duly licensed by the State of Florida to sell and dispense alcoholic beverages for consumption on premises and by the city pursuant to Chapter 110 of the Code of Ordinances relating to local business tax receipts may apply for an extended hours license provided that such person or vendor has been operating as a restaurant bar or hotel or motel bar at the location that is the subject of the application for not less than six months prior to the date of application. Such license application shall be processed using the procedures and the criteria listed in this subsection and subsection (B) below. The fee for the issuance of said license shall be set by resolution of the City Commission. An extended hours license shall permit and extend the hours in which such licensee may remain open until 4:00 a.m. on any day; however, all such extended hours licenses are hereby declared to be and are regulatory in nature. An extended hours license may be valid for up to one year and shall expire on September 30 at midnight of each licensing year at which time all extended hours operations shall cease unless a new license is issued prior to the expiration of the previous license. Any person or vendor who

wishes to remain open until 4:00 a.m. to sell and dispense alcoholic beverages for consumption on premises must maintain and display a valid extended hours license.

(2) *Live Entertainment Establishments within Downtown Music District.* Any person or vendor operating a Live Entertainment Establishment within the Downtown Music District, as defined herein, and duly licensed by the State of Florida to sell and dispense alcoholic beverages for consumption on premises, has a local business tax receipt pursuant to Chapter 110 of the Code of Ordinances and a Certificate of Use, may apply for a Live Music Extended Hours License to the Department of Planning and Development Services. Such license application shall be processed using the procedures and the criteria listed in below. The fee for the issuance of the said license shall be set by resolution of the City Commission. A Live Music Extended Hours License shall permit and extend the hours in which the licensee may remain open until 4:00 a.m. on any day; however, all such Live Music Extended Hours Licenses are hereby declared to be and are regulatory in nature. A Live Music Extended Hours License may be valid for one (1) year and shall expire on September 30th at midnight of each license year at which time all extended operations shall cease until a new license is issued prior to the expiration of the previous license. Any Live Entertainment Establishment that wishes to remain open until 4:00 a.m. to sell and dispense alcoholic beverages for consumption on premises must maintain and display a valid Live Music Extended Hours License.

(a) *Application.* An application for a Live Music Extended Hours License shall be submitted, on a form furnished by the Department of Planning and Development Services, along with a nonrefundable application fee in an amount established by resolution of the City Commission. The application shall include the following:

1. A plan and/or sketch indicating the location of the Live Entertainment Establishment and the floor plan showing a floor area of not less than 1,000 square feet. The floor plan shall be an accurate representation of the plan approved by the City's Building and Fire Departments as part of the formal building process. Any changes to the floor plan since the original city approval shall be identified and include a notation identifying the date the modification was approved by the city, if such approval was required. The floor plan shall show all customer seating areas, performing stages or platforms, back-of-house areas, restroom facilities. The floor plan shall state the legal occupant load and all exiting systems of the premises shall be clearly shown. No floor plan change, occupant load change, or other change of use can be approved as part of the application process for a Live Music Extended Hours License.

2. A copy of the Live Entertainment Establishment's local business tax receipt and Certificate of Use.

3. A copy of the Live Entertainment Establishment's State of Florida alcoholic beverage license.

4. A security plan which should include, but is not limited to:

A. The number of security personnel who will be on duty during the extended hours of operation;

B. The minimum level of acceptable training for security personnel;

C. The patron screening procedure, if any, prior to admission to the Live Entertainment Establishment;

D. Identification of patron access points into the Live Entertainment Establishment;

E. Removal of disorderly or intoxicated patrons from premises; and

F. Dispersal of patrons from the Live Entertainment Establishment, on site parking area and/or public rights-of-way (e.g. sidewalk or street) within fifty feet of any entrance to the Live Entertainment Establishment.

5. A summary of the facts concerning the live entertainment including the proposed days and hours of operation, description of proposed entertainment, number of entertainers, and a copy of the food menu.

(b) *Review criteria.* An application for a Live Music Extended Hours License shall be submitted for review and comment to all appropriate departments and offices, including, but not limited to, the Executive Director of the CRA, the Fire Department, the Police Department and Building. Review of the application shall be based upon the following criteria:

1. Conformance with the use requirements as defined herein.

2. Ingress and egress to the Live Entertainment Establishment, with particular reference to safety and convenience, access in case of fire or catastrophe, and conform to all state and local regulations, including but not limited to applicable fire safety codes, for which the premises will be inspected.

3. Compliance by the Live Entertainment Establishment with the requirements of Florida Statutes, the Zoning and Land Development Regulations and the Code of Ordinances.

4. The adverse effects, if any, that the extended hours of operation or other applicable issues will have on neighboring properties, especially with respect to patron activities.

5. Establishment shall be wholly enclosed, soundproofed, air-conditioned, with all windows, door and other openings kept closed except for normal ingress and egress, such that noise and music emanating therefrom will not disturb surrounding properties between 10 p.m. and 4 a.m.

(c) *Approval.* An application which conforms to the review criteria may be approved for a Live Music Extended Hours License subject to the provisions of § 113.26(A)(2).

(d) *Denial.* An application which does not conform to the review criteria set forth herein shall be denied.

(e) Upon approval of an application for a Live Music Extended Hours License, the local business tax division of the Department of Financial Services and Information Technology, may issue the applicable Live Music Extended Hours License upon payment of the applicable fee as established by resolution of the City Commission. The fee for the issuance of a Live Music Extended Hours License to a Live Entertainment Establishment which first received approval of its application after March 31st and before October 1st shall be 50% of the Live Music Extended Hours License fee established by resolution of the City Commission.

(f) *Appeal of decision.* The Live Entertainment Establishment for which a Live Music Extended Hours License is requested may appeal to the City Commission, consistent with these provisions, any decision rendered by the City Manager of his/her designee denying such Live Music Extended Hours Permit License. Any such appeal shall be scheduled for a hearing upon payment of the applicable fee as established by resolution of the City Commission and required submittal documents. Said appeal must be made in writing to the Department of Planning and

Development Services within 21 days of the date of the notice of denial. Said appeal shall be noticed as required in Section 5.7 of the Zoning and Land Development Regulations.

(g) *Operation of Live Entertainment Establishment.*

1. Each Live Entertainment Establishment to which a Live Music Extended Hours License is granted shall open no later than 5 p.m. may remain open until 4 a.m. and is permitted to serve alcoholic beverages.

2. No Live Entertainment Establishment to which a Live Music Extended Hours License is granted shall permit any person under the age of 21 to enter or be present in such establishment between the hours of 2:00 a.m and 4:00 a.m., unless such person is accompanied by a parent or legal guardian.

3. Each Live Entertainment Establishment to which a Live Music Extended Hours License is granted must provide, at least 3 nights per week, floorshows or other forms of entertainment consisting of at least one performer playing musical instrumentation, amplified or non-amplified, and the performances shall be held for a duration of no less than 3 hours during the Live Entertainment Establishment's hours of operation.

4. All live entertainment shall be provided indoors with all doors and windows remaining closed during performances, with the exception of patron and staff ingress and egress, during the live entertainment performances.

(h) *Revocation of a Live Music Extended Hours License.* If the Police Chief or his/her designee determines that any licensee has violated the provisions herein or that such Live Entertainment Establishment is operating in a manner harmful to the public health, safety or welfare based upon the provisions set forth in § 113.26(A)(2), he/she may issue a notice of revocation upon the licensee. Said notice shall be served upon the licensee by: (1) personal service upon the permittee; (2) certified mail delivered to the permitee; or (3) posting of the notice in a conspicuous place on the property subject to the Live Music Extended Hours License.

The notice shall afford the licensee with reasonable notice of the facts or conduct which warrants the revocation, and shall advise the licensee of his/her rights to a hearing under § 113.25(D)(2), and, if applicable, § 113.26(D)(3).

(i) *Transferability.* A Live Music Extended Hours License shall not be transferable.

(B) *Application and review procedures.*

(1) *Application.* An application for an extended hours license shall be submitted, on a form furnished by the city, to the Department of Planning and Development Services, along with a nonrefundable application fee in an amount established by resolution of the City Commission.

(2) *Notice and response.* All owners of property located within 300 feet of the parcel for which a new extended hours license is requested shall be notified of the application and of their right to protest such request in writing within 21 calendar days of the mailing of such notice. The 7 ritten protest shall state the reasons for the protest.

(3) *Review criteria.* An application for an extended hours license shall be submitted for review, investigation and comment to all appropriate city departments and offices, including, but not limited to, the Office of Code Enforcement, the Fire Department, the Police Department and the Department of Planning and Development Services, for the following criteria:

(a) The amount and degree of law enforcement activities generated by the operation of any establishment both, outside and inside the particular location, with particular emphasis on the vandalism, noise, vehicular use by patrons and illegal activity of any kind by employees, patrons or others associated with the establishment.

(b) The adverse effects, if any, that the extended hours of operation or other applicable issues will have on neighboring properties, especially with respect to patron activities and effects of noise, parking, and exterior lighting on nearby residential properties and the city's economic redevelopment efforts.

(c) Compliance by the business with the requirements of Florida Statutes, the Zoning and Land Development Regulations and the Code of Ordinances of the city.

(d) Conformance of the premises to applicable fire safety codes, for which the premises will be inspected.

(e) Establishment wholly enclosed, soundproofed,and air-conditioned, with all windows, doors and other openings kept closed, except for normal ingress and egress, such that noise and music emanating therefrom will not disturb surrounding properties between 2:00 a.m. and 4:00 a.m. officers thereof.

(f) Criminal background check of all applicants and/or corporate officers thereof.

(g) Conformance to the use requirements as defined herein.

(4) *Determination.* The City Manager or his/her designee shall make the determination, based on the criteria in this section, to approve, approve with conditions, or deny the request for an extended hours license. Additionally, in the event a written protest is received within 21 days of the date of mailing notice, as described in § 113.26(B)(2), from an owner of property located within 300 feet of the parcel for which an extended hours license is requested, the City Manager or his/her designee shall attempt to mediate the issues raised by the protest. If reasonable efforts to mediate such issues are unsuccessful, the City Manager or his/her designee shall approve, approve with conditions, or deny the extended hours license; provided that the applicant shall have the right to appeal any approval with conditions or denial to the City Commission pursuant to § 113.26(B)(5).

(a) *Approval.* An application which conforms to the review criteria may be approved for an extended hours license subject to the provisions of this section.

(b) *Conditional approval.* The City Manager or his/her designee may require, as a condition of the privilege of extending hours of operation, compliance with any reasonable conditions deemed to be necessary to mitigate or eliminate the potential adverse effects of such extended hours. These conditions may include, without being limited to, provision by the owner or operator, at his/her expense, of additional off-street parking, security personnel and screening and buffering from nearby properties. The owner shall record in the Public Records of Broward County, Florida, a covenant running with the land which expressly sets forth any and all conditions required.

(c) *Denial.* An application which does not conform to the review criteria shall be denied pursuant to this section.

(d) Upon approval or conditional approval of an application for an extended hours license, the local business tax division of the Financial Services Department, may issue the applicable

license upon payment of the applicable fee as established by resolution of the City Commission. The fee for the issuance of an extended hours license to a business which first receives approval of its license application after March 31 and before October 1 shall be 50% of the license fee as established by resolution of the City Commission.

(5) *Appeal of decision.* The owner of a business for which an extended hours license is requested may appeal to the City Commission, consistent with these provisions, any decision rendered by the City Manager or his/her designee to approve with conditions or deny such license. Any such appeal shall be scheduled for a hearing upon payment of the applicable fee as established by resolution of the City Commission and required submittal documents. Said appeal must be made in writing to the Department of Planning and Development Services within 21 days of the date of notice of denial. Said appeal shall be noticed as required in Section 5.7 of the Zoning and Land Development Regulations.

(C) *Operation of establishment.*

(1) Each establishment to which an extended hours license is granted shall be open for business not less than five days per week between 5:00 p.m. and 10:00 p.m.

(2) No establishment to which an extended hours license is granted shall use a disc jockey to provide entertainment between 2:00 a.m. and 4:00 a.m.

(3) Each restaurant bar to which an extended hours license is granted shall be open for business as a restaurant bar not later than 5:00 p.m. the day immediately preceding any day on which it will serve alcoholic beverages between 2:00 a.m. and 4:00 a.m.

(4) No establishment to which an extended hours license is granted shall permit any person under the age of 21 to enter or be present in such establishment between the hours of 2:00 a.m. and 4:00 a.m., unless such person is accompanied at all times by a parent or legal guardian.

(D) *Revocation, suspension, or imposition of additional conditions and/or restrictions.*

(1) If the Police Chief or his/her designee determines that any licensee has either violated a condition of the extended hour license, or that the licensee is operating in a manner harmful to the public health, safety or welfare, based upon the provisions specified in subsection (B) or subsection (C), he/she may issue a notice of suspension, of revocation, or a notice of imposition of additional conditions and/or restrictions upon the license or licensee ("the Notice"). In determining what action to take, the Police Chief or his/her designee may consider any prior sanctions imposed against the licensee pursuant to this section. Said notice shall be served upon the licensee by:

(a) Personal service upon the licensee;

(b) Certified mail delivered to the licensee; or

(c) Posting of the notice in a conspicuous place on the property subject to the license.

The notice shall afford the licensee with reasonable notice of the facts or conduct which warrant the intended action, and shall advise the licensee of his/her right to a hearing under subsection (2) and, if applicable, subsection (3) below.

(2) The licensee may, within five business days of being served with the notice, make a written request for a hearing before the City Commission. Failure to timely request a hearing shall result in the imposition of the suspension, the revocation, or the imposition of additional

conditions and/or restrictions contained in the notice without further action of the city. Except as provided in subsection (3) below, if a hearing is requested, the notice of suspension, of revocation or of the imposition of additional conditions and/or restrictions will not be enforced until the City Commission decision. A hearing shall be scheduled upon payment of the applicable fee as established by resolution of the City Commission. If a hearing is requested by the licensee, notice of the City Commission agenda item shall be publicly advertised in a newspaper of local circulation, and written notice of the date, time and place of the hearing will be sent to the licensee and to the owners of all properties located within 300 feet of the establishment at least 14 days in advance of the hearing date. At the hearing, the licensee and all other individuals wishing to speak will be afforded a reasonable opportunity to do so. The City Commission will consider the matter de novo, and will determine whether the licensee violated a condition of the license or whether the licensee is operating in a manner harmful to the public health, safety or welfare based upon the criteria specified in subsection (B), as appropriate. If the City Commission so finds, it may suspend, revoke, or otherwise impose additional conditions and/or restrictions upon the license or licensee.

(3) If the Police Chief or his/her designee finds that immediate serious danger to the public health, safety or welfare requires emergency suspension, revocation or the imposition of additional conditions or restrictions upon the license, he/she may summarily order said suspension or revocation, or may summarily impose additional conditions or restrictions. The Police Chief or his/her designee will take only that action necessary to protect the public interest. The Police Chief or his/her designee will provide the licensee with all the information required by subsection (1) above, and will additionally disclose the specific facts and reasons for finding an immediate danger to the public health, safety or welfare and his/her reasons for concluding that the action taken is necessary to protect the public interest. The notice shall be served upon the licensee as required in subsection (1) above. The notice shall advise the licensee that he/she may request a hearing before the City Commission as provided in subsection (2) above. The notice shall also advise the licensee that he/she may request a hearing before the City Manager or his/her designee challenging the need for summary action, (the "Emergency Hearing") by making a written request within five business days of being served with the notice. If the licensee requests an emergency hearing, the hearing will be conducted within two business days of the city's receipt of the request, unless extended by mutual agreement of the licensee and the City Manager or his/her designee. At the emergency hearing, the licensee will be afforded a reasonable opportunity to speak. If the City Manager or his/her designee determines that an immediate serious danger exists, the summary action of the Police Chief or his/her designee will continue in effect until the City Commission decision described in subsection (2) above is rendered. If the City Manager or his/her designee determines that an immediate serious danger does not exist, the summary action of the Police Chief or his/her designee will not be enforced until the City Commission decision described in subsection (2) above is rendered.

(4) No suspended extended hours license shall be reinstated until any applicable condition of the license or condition of the suspension is met and the payment of a reinstatement fee in an amount established by resolution of the City Commission is made.

(E) Any person, vendor or establishment whose application for an extended hours license was denied or whose extended hours license was revoked shall not be eligible to apply for said license for 6 months from the effective date of the revocation or denial.

(F) *Transferability.* An extended hours license shall not be transferable.

(G) *Legislative review.* This section shall stand repealed on October 1, 2014, unless reviewed and saved from repeal through reenactment by the City Commission.

(H) *Temporary extension of hours waiver.*

(1) There is hereby granted a waiver temporarily permitting establishments duly licensed by the State of Florida for on-premise sale and consumption of alcohol, the privilege to extend such operations until 4:00 a.m. for the period of time ending February 10, 2010.

(2) All such permission extended to those establishments duly licensed by the State of Florida for on-premise sale and consumption of alcohol by way of the temporary extended hours waiver shall constitute a privilege subject to revocation in the manner provided in division (5) below.

(3) No establishment that takes advantage of the temporary extended hours waiver shall use a disc jockey to provide entertainment between 2:00 a.m. and 4:00 a.m.

(4) Each establishment with an active extended hours license shall receive a discount of $11 towards its license for the following licensing year for each day the temporary extended hours waiver is in effect.

(5) If at any time, the Police Chief or his/her designee determines that any person or vendor subject to the temporary extended hours waiver is operating in a manner harmful to the public health, safety or welfare, based upon the provisions specified in this section, the Police Chief or his/her designee may issue a notice summarily terminating the privilege extended by the city for selling, offering for sale, delivering or permitting to be consumed upon the premises of such person or vendor any liquor, beer or wine, regardless of the alcoholic content during said extension. The notice shall be served upon the person or vendor by:

(a) Personal service upon the person or vendor; and/or

(b) Posting of the notice in a conspicuous place on the property on which the person or vendor sells, offers for sale, delivers or permits to be consumed upon the premises of such person or vendor any liquor, beer or wine.

The notice shall advise the person or vendor that he/she may request a hearing before the City Manager or his/her designee challenging the action of the Police Chief or his/her designee by making a written request within five business days of being served with the notice. If the person or vendor requests a hearing in a timely hearing, the hearing will be conducted within two business days of the city's receipt of the request, unless extended by mutual agreement of the person or vendor and the City Manager or his/her designee. At the hearing, the person or vendor will be afforded a reasonable opportunity to speak. If the City Manager or his/her designee determines that the action of the Police Chief or his/her designee is justified, such action will continue in effect until the end of the temporary extended hours waiver. If the City Manager or his/her designed determines that the action of the Police Chief or his/her designee is not justified, the City Manager or his/her designee will reverse the action of the Police Chief or his/her designee, which will have no further force and effect.

('72 Code, § 3-2(3)) (Ord. O-79-24, passed 6-6-79; Am. Ord. O-85-63, passed 12-12-85; Am. Ord. O-87-63, passed 10-7-87; Am. Ord. O-88-56, passed 9-22-88; Am. Ord. O-97-08, passed 4-23-97; Am. Ord. O-2001-19, passed 5-16-01; Am. Ord. O-2005-14, passed 7-13-05; Am. Ord. O-2006-31, passed 9-6-06; Am. Ord. O-2007-07, passed 4-18-07; Am. Ord. O-2007-

24, passed 7-18-07; Am. Ord. O-2009-07, passed 5-6-09; Am. Ord. O-2010-03, passed 2-3-10; Am. Ord. O-2011-15, passed 5-4-11; Am. Ord. O-2012-09, passed 5-2-12) Penalty, see § 113.99

Chapter 3 - ALCOHOLIC BEVERAGES
FOOTNOTE(S):

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Editor's note—Ord. No. O-76-16, adopted June 16, 1976, enacted provisions which are codified herein as superseding former Ch. 3, §§ 3-1—3-56. Former Ch. 3, pertaining to the same subject matter, was derived from Code 1960, §§ 3-1—3-25; Ord. No. 599, § 2, adopted Aug. 1, 1973; Ord. No. 74-4, adopted April 3, 1974; and Ord. No. O-75-11, § 1, adopted Nov. 5, 1975.

Charter reference— Authority to regulate selling and dispensing of alcoholic beverages, Art. I, § 14(d).

Cross reference— Disorderly intoxication, § 8-29.

State Law reference— Beverage law, Ch. 561, et seq., Fla. Stats.

Sec. 3-23. - Permits required for premises to remain open past midnight; revocation, suspension of state beverage license.

(a) *Permits required.*

(1) All vendors who are licensed by the state division of beverage desiring to remain open for business for the purposes of selling, offering for sale, delivery, serving or permitting liquors, beers or wines of any alcoholic content between the hours of midnight and 2:00 a.m. on weekdays and midnight and 3:00 a.m. on Sundays shall make application with the city manager for an open past midnight permit, at such time as the vendor applies for an occupational license pursuant to Chapter 7, Article II, of the Code of Ordinances.

(2) The open past midnight permit application shall be on forms provided by the city and shall contain the following:

a. The name of applicant;

b. The location where the business is to be conducted;

c. The names of the individuals operating the business under their own names or under a trade name;

d. The names and addresses of the officers and all persons having a financial interest of five (5) percent or more in the vendor;

e. Photocopies of the state application for the state beverage license and said license;

f. The applicant's current City of Oakland Park occupational license number;

g. An application fee in accordance with the following schedule:

Nonprofit fraternal, civil organization $1,500.00

Vendors licensed for off-premises consumption only 2,000.00

Restaurants, restaurant bars, hotel and motel bars 2,000.00

Bars 2,000.00

(3)

The city manager or his designee shall review the open past midnight permit application and, if the application is complete, a permit shall be issued to the vendor to remain open between the hours of 12:01 a.m. and 2:00 a.m. on weekdays and 12:01 a.m. and 3:00 a.m. on Sundays.

(4) Such open past midnight permit shall be renewed annually on or before the thirtieth day of September, unless it is suspended or revoked or unless there is a change in ownership, change in ownership of shares or change in location.

(5) The open past midnight permit application fee for such permit issued on or after the first day of April shall be one-half (½) the rate in accordance with the appropriate fee schedules.

(6) In order for an alcoholic beverage establishment to be eligible for an open past midnight permit, the privilege to sell, offer for sale, deliver, serve or permit liquors, beers or wines of any alcoholic content between the hours of midnight and 2:00 a.m. on weekdays and midnight and 3:00 a.m. on Sundays shall be granted by the city manager if an establishment and their employees participate in a state-accepted personal alcoholic beverage seller/server's education, training and certification program as described in section 3-32.

(7) No person shall work as a manager, alcoholic beverage seller/server, store clerk, and/or in any other capacity in any alcoholic beverage establishment open past midnight until certification by all applicants of a state-accepted personal alcoholic beverage seller/server's education, training and certification class/course and/or program is obtained, provided to the city and a open past midnight permit is granted by the city manager.

(b) *Permit revocation, suspension.* The ability to sell, offer for sale, deliver or permit to be consumed upon the premises any alcoholic beverage beyond the hour of 12:00 midnight on any day of the week including Sunday, is hereby declared to be and is a privilege subject to termination by the city commission, and no person may reasonably rely on a continuation of that privilege.

(1) If at any time the city manager determines that any person, vendor, distributor, or any place of business is operating in any manner harmful to the public health, safety or welfare, or has been convicted of a violation of the laws of the United States, state of Florida, and Code of Ordinances of the City of Oakland Park, by the permittee or his or its agents, servants, or employees on the license premises or elsewhere while in the scope of employment or has had his state beverage license revoked or suspended by the division of alcoholic beverages of the department of business regulation or has violated a rule or regulation promulgated by the Florida division of beverage, he shall place on the city commission agenda the matter of revoking the above privilege.

(2) Such agenda item shall be publicly advertised in a newspaper of general circulation and written notice of the charges against the person, permittee, vendor, distributor or place of business shall be sent to him at least fourteen (14) days in advance and shall also contain the date, time and place of such agenda item. Said notice shall also advise the person of his right to be heard, of his right to be represented by counsel, of his right to present sworn testimony and evidence on his behalf, and his right of appeal to circuit court if necessary.

(3) After consideration of the matter and allowing the person to be heard, the city commission may revoke or condition the privilege. The criteria to be used by the city manager and city commission shall be the criteria specified in subparagraphs (3)(a), (b), (c), (d) and (e) below:

(a) The amount of off-street parking in relation to the demands created by the extra hours of operation, especially with regard to the adverse impact on adjacent residential areas of any illegal or hazardous parking.

(b) The amount and degree of law enforcement activities generated by the extra hours of operation, both outside and inside the particular location, with particular emphasis on the vandalism, noise, vehicular use by patrons and illegal activity of any kind by employees, patrons or others associated with the establishment during or immediately after the extra hours of operation.

(c) The adverse effects, if any, that the extra hours of operation will have on neighboring properties, especially with respect to the effects of noise, parking and glare from headlights or exterior lighting on nearby residential properties.

(d) Such licenses shall only be granted to those establishments which are wholly enclosed, soundproofed, and air-conditioned, and any windows, doors or other opening kept closed, except for normal and emergency ingress and egress, in order that noise and music emanating there from will not disturb the peace and quiet of the neighborhood; provided, however, that the city commission may, in its discretion, grant an extra hours license to an establishment that is not wholly enclosed, soundproofed and air-conditioned, upon a showing that said establishment does not disturb the peace and quiet of the surrounding neighborhood.

(e) The city commission may require, as a condition of the privilege of extra hours of operation, compliance with any reasonable conditions deemed by the commission to be necessary to mitigate or eliminate the adverse effects of such extra hours. These conditions may include, without being limited to, provision by the owner or operator of the premises to provide, at his expense, additional off-street parking, security personnel and screening and buffering from nearby properties.

(f) Should the permit be revoked or conditioned, the person, permittee, vendor, distributor or place of business may seek review of such action before the city commission after three (3) months. The commission may then modify or refuse to modify its action. Only one (1) such review shall be given within a twelve-month period.

(Ord. No. O-77-19, 9-21-77; Ord. No. O-81-22, § 4, 11-18-81; Ord. No. O-84-8, § 1, 3-7-84; Ord. No. O-84-22, §§ 1, 3, 9-19-84; Ord. No. O-88-28, § 1, 9-21-88; Ord. No. O-2009-001, § 3, 2-4-09)

Editor's note— Ord. No. O-77-19, adopted Sept. 21, 1977, amended the provisions codified as § 3-23 to read as herein set out. Prior to said Ord. No. O-77-19, § 3-23, pertained to hours when sales prohibited and premises to be closed and was derived from Ord. No. O-76-16, adopted June 16, 1976. See § 3-28.

ARTICLE III. - RESERVED
FOOTNOTE(S):

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Editor's note—Ord. No. O-81-22, § 6, adopted Nov. 18, 1981, repealed former Art. III of Ch. 3 which consisted of §§ 3-38—3-53, pertained to nightclubs and show clubs and was derived from Ord. No. O-76-16, adopted June 16, 1976; Ord. No. O-77-19, §§ 3—8, adopted Sept. 21, 1977; and Ord. No. O-79-29, §§ 3—6, adopted Nov. 7, 1979.

ARTICLE II. - EXTENDED HOURS LICENSE PROCEDURE
FOOTNOTE(S):

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Editor's note—Ord. No. 153-08-A, § 4, adopted January 22, 2008, added Article II title, "Extended Hours License Procedure."

Sec. 3-9. - Extended hours license procedure.

(a) *Extended hours license procedure.* Any establishment holding a license duly granted by the State of Florida to sell and dispense alcoholic beverages for consumption on the premises may apply for an extended hours license. Such application shall be processed using the procedures and criteria listed in this chapter. In the event that an establishment is under contract for sale, the current owner and the owner under contract may submit a joint application for an extended hours license. In the event an establishment wants to apply for an extended hours license before it has received a license duly granted by the State of Florida to sell and dispense alcoholic beverages for consumption on the premises, the establishment may apply for contingent approval of an extended hours license. The fee for the issuance of the extended hours license shall be set by resolution of the city commission, and shall be paid prior to issuance of the license and prior to renewal of an extended hours license thereafter. For establishments located outside the entertainment district, an extended hours license shall permit and extend the hours in which such a licensee may remain open for sale, service of and consumption of alcoholic beverages on the premises until 2:00 a.m. the following morning Sunday through Thursday, and until 3:00 a.m. on the following morning Friday and Saturday. An extended hours license granted to a duly licensed establishment within the entertainment district shall permit and extend the hours in which such a licensee may remain open for sale, service of and consumption of alcoholic beverages on the premises until 3:00 a.m. the following morning Sunday through Thursday, and until 4:00 a.m. on the following morning Friday and Saturday. An extended hours license approved after June 1, 2012 shall permit and extend the hours in which a licensee may remain open for sale, service of and consumption of alcoholic beverages on the premises until 3:00 a.m. the following morning Sunday through Thursday, and until 4:00 a.m. on the following morning Friday and Saturday. Extended hours licenses are a privilege granted by the city commission, and are declared to be and are regulatory in nature, and revocable pursuant to the procedure set forth in this chapter.

(b) *Revocation of existing extended hours licenses and approvals, and establishment of extended hours licensing procedure.* The ability to sell, offer for sale, deliver, or permit to be consumed upon the premises any alcoholic beverage beyond the hour of 1:00 a.m. on any day of the week is hereby declared to be and is a privilege subject to suspension, termination, and the imposition of conditions as provided below, and no person may reasonably rely upon the continuation of that privilege. Any person or vendor who wishes to remain open beyond 1:00 a.m. to sell and dispense alcoholic beverages for consumption on premises on any day after June 1, 2009, including any person or vendor to whom an authorization or approval for extended hours of sale, service, or consumption has previously been granted by the city, shall be required to make an application and receive approval for an extended hours license. These regulations shall become effective on June 1, 2009.

(c) *De minimis impacts.* Establishments that have a maximum capacity set by the building and fire officials of fifty (50) or fewer persons, shall be exempt from this section and shall not be required to obtain an extended hours license to remain open beyond 1:00 a.m. The city commission, after notice and a public hearing, reserves the right to impose the extended hours license requirements on any establishment of fifty (50) or fewer persons, if the police chief, or his/her designee, determines that the operation of the establishment, after 1:00 a.m. diverts the police or fire departments from their primary missions.

(Ord. No. 153-08-A, § 3, 1-22-08; Ord. No. 153-08-D, § 1, 10-14-08; Ord. No. 153-09-A, § 2, 1-24-09; Ord. No. 153-11-A, § 2, 4-26-11; Ord. No. 153-12-B, § 2, 4-24-12; Ord. No. 153-13-A, § 2, 4-23-13)

Sec. 3-10. - Application and review procedures for extended hours licenses.

(a) *Application.* An application for an extended hours license shall be submitted, on a form furnished by the city, to the director of community development or his/her designee, along with a nonrefundable application fee. The amount of the application fee shall be established, on a sliding scale based on gross building size (square feet), by resolution of the city commission.

(b) *Notice.* All owners of property located within five hundred (500) feet of the parcel for which a new extended hours license is requested shall be notified of the application. In the event a multifamily residential condominium structure is located within five hundred (500) feet of the parcel, the applicant may notice the condominium association instead of each individual unit owner. The letter of notification will set forth a description of the request and a date, time and place of the public hearing before the city commission. Letters will be mailed to said property owners by first class mail, by the staff using a certified list provided by the applicant. The required notification shall be post marked at least fifteen (15) days prior to the public hearing dates at which the application will be heard before the city commission. Staff is authorized to charge the applicant a reasonable fee for the city's cost of preparing and mailing notices.

(c) *Determination.* The city commission shall approve, approve with conditions, provide contingent approval, or deny the request for an extended hours license in accordance with the procedures of section 3-11 of this chapter.

(1) *Public hearing.* The city commission, in accordance with the procedures of this chapter, shall conduct a public hearing on the application for an extended hours license, during which staff and the licensee may address the city commission. All other individuals wishing to speak will be afforded three (3) minutes to do so.

a. *Approval.* The city commission may approve an application for an extended hours license upon a determination that the subject application is consistent with the health, safety, and welfare of the city.

b. *Conditional approval.* The city commission may require, as a condition of the privilege of extending hours of operation, compliance with any reasonable condition deemed to be necessary to mitigate or eliminate the potential adverse effects of such extended hours of operation, in addition to the conditions provided in section 3-11(a). These conditions may include, without being limited to, provision by the owner or operator, at his/her expense, of measures designed for security, crowd control, and noise attenuation, and other assurances designed to mitigate the effects of the extended hours of operation.

c. *Contingent approval.* The city commission may provide contingent approval of an extended hours application when the applicant has applied for an extended hours license prior to obtaining a license duly granted by the State of Florida to sell and dispense alcoholic

beverages for consumption on premises. The city commission may require, as a condition of contingent approval compliance with any reasonable condition deemed to be necessary to mitigate or eliminate the potential adverse effects of such extended hours of operation, in addition to the conditions provided in section 3-11(a). These conditions may include, without being limited to, provision by the owner or operator, at his/her expense, of measures designed for security, crowd control, and noise attenuation, and other assurances designed to mitigate the effects of the extended hours of operation. Contingent approval will be valid for a period of up to one (1) year and will allow the director of community development to issue an extended hours license within the one (1) year contingent approval period when the applicant demonstrates compliance with section 3-11 and any conditions imposed by the city commission. Contingent approval does not authorize the applicant to operate with extended hours until the extended hours license is issued. When an establishment obtains an extended hours license by contingent approval, the initial renewal will be within six (6) months from the date of issuance and subsequent renewals will be annually from the date of the first renewal.

d. *Denial.* An application which is determined by the city commission to be inconsistent with the public health, safety, and welfare shall be denied. Any applicant who makes an application which is denied shall be precluded from making another application for one hundred eighty (180) days from the date of such denial.

(Ord. No. 153-08-A, § 3, 1-22-08; Ord. No. 153-09-A, § 3, 1-24-09; Ord. No. 153-10-A, § 2, 1-26-10; Ord. No. 153-11-A, § 3, 4-26-11; Ord. No. 153-12-B, § 3, 4-24-12; Ord. No. 153-13-A, § 3, 4-23-13)

Sec. 3-11. - Review criteria for extended hours licenses.

(a) *Review criteria.* An application for an extended hours license shall be submitted for review by the development review committee based on the criteria of this subsection and consistency of the application with the public health, safety, and welfare of the city. The development review committee shall review the application and make recommendation to the director of community development, who shall prepare a report to the city commission recommending approval, approval with conditions, contingent approval, or denial, based upon the following criteria:

(1) The amount and degree of law enforcement activities generated by the operation of such establishment; by previous establishments in the same location; or at any establishment involving the same owner or managers, as defined in section 3-8, or any other person with a proprietary interest in the establishment. Consideration will be given as to whether the calls are initiated by the establishment and what efforts have been taken to reduce or prevent unlawful activity at establishments owned or managed by the applicant.

(2) A criminal background check of all owners or managers, as defined in section 3-8, or any other party with a proprietary interest in the establishment, shall be conducted in order to provide assurances that such persons have not been convicted of criminal offenses;

(3) The adverse effects of the extended hours of operation shall not place an undue burden on the neighborhood in proximity to the establishment, especially with respect to patron activities and effects of noise, parking, and vehicular use;

(4) The proposed extended hours of operation must be compatible with the existing uses in the neighborhood in proximity to the establishment;

(5) During all hours of operation the establishment shall comply with the following conditions:

a. A security camera system capable of recording and retrieving video images to assist in offender identification and apprehension shall be provided. The system must capture entrances and exits, cash register and parking lot. Camera must be activated and recording video during all hours of operation.

b. The establishment shall post exterior warning signage stating that loitering is prohibited and shall participate in the City of Sunrise No Trespassing Program.

c. Any applicant for an extended hours license must comply with Florida's Responsible Vendor Act as set forth in F.S. §§ 561.701 through 561.706, and must submit proof that each of its employees has completed a course of instruction dealing with alcoholic beverages, and must continue to be a member in the responsible vendor program as a condition of maintaining an extended hours license. Those applicants seeking contingent approval must become members of the State of Florida Responsible Vendor Program prior to the extended hours license being issued.

d. The licensee or applicant with contingent approval shall not relinquish control of the operation or management of the establishment to any other person or entity.

e. The establishment shall demonstrate that it offers free taxicab service or free towing to intoxicated patrons. The establishment shall display signage on the premises to notify patrons of the availability of the taxi service or towing program. Such signage shall be a minimum of thirty-six (36) inches by thirty-six (36) inches and shall be visible from all areas in which alcoholic beverages are served and consumed.

f. The establishment shall permanently display at all entrances a city provided sign indicating the maximum capacity (persons) for the establishment, as set by the building and fire officials through fire, building, structure, and other relevant regulatory considerations.

g. The establishment meets all of the requirements of local, state, and federal law and provides all associated licenses in order to serve, sell or allow the consumption of alcohol on the premises.

h. During extended hours operation, the applicant shall, at its expense, provide the required minimum number of off-duty police officers for a minimum of four (4) hours, licensed Florida security guards, or a combination thereof, as determined and for the period of time approved by the chief of police or his designee. The chief of police or his designee may periodically review and adjust its recommendation as to the required staffing and minimum required hours for off-duty police or security officers, based on the availability of off-duty police officers and current security conditions at the establishment and within its vicinity.

(6) The applicant shall demonstrate compliance and assurance of continued compliance with the conditions of approval, as may be imposed by the city commission based on the evidence presented at the public hearing, including the report of the director of community development. The city commission shall consider whether or not, in light of the size of an applicant's establishment, its operational history, or any other relevant factor, any of the following conditions should be included in the approval of the extended hours license:

a. The applicant shall provide adequate buffering of noise impacts from open-air restaurant areas, if any, and assure compliance with approved site plan conditions regarding ingress and egress of vehicle and pedestrian traffic;

b. Whether any additional security provisions should be required.

c. The applicant shall demonstrate that a minimum of forty (40) percent of the gross sales of each establishment applying for an extended-hours license shall be derived from the sale of food. Full course meals shall be served during all business hours and in accordance with the provisions below:

1. The establishment shall have a food service area occupying one thousand five hundred (1,500) or more square feet of contiguous floor space, excluding kitchens, food service areas, pantries, storage rooms, offices, bathrooms (used exclusively by employees of the restaurant), and any space contained in the outdoor areas adjacent to the premises; and

2. The establishment has accommodations for the service and seating at tables of seventy (70) or more patrons at one (1) time, exclusive of seating at bars or counters used primarily to serve alcoholic beverages. The tables and seating must be located within the floor space provided in this section, and which must be of adequate size to accommodate the service of full course meals to the number of persons that could be seated at the table; and

3. The establishment has a full service kitchen for the service of at least seventy (70) full course meals on the premises at one (1) time; and

4. The establishment meets all of the requirements of local, state, and federal law in order to store, prepare, serve, sell or allow the consumption of food on the premises.

(7) An establishment granted an extended hours license which allows operation until 3:00 a.m. the following morning Sunday through Thursday and until 4:00 a.m. the following morning on Fridays and Saturdays, shall conduct a "last call" for service of alcoholic beverages, requiring the establishment to cease the sale and service of alcoholic beverages at 2:45 a.m. the following morning Sunday through Thursday, and at 3:45 a.m. on the following morning Friday and Saturday.

(Ord. No. 153-08-A, § 3, 1-22-08; Ord. No. 153-09-A, § 4, 1-24-09; Ord. No. 153-11-A, § 4, 4-26-11; Ord. No. 153-12-B, § 4, 4-24-12; Ord. No. 153-13-A, § 4, 4-23-13)

Sec. 3-12. - Issuance, revocation, and renewal of extended hours license.

(a) *Approval and issuance.* Following consideration of the extended hours license by the development review committee, the committee shall forward its recommendation for approval, denial, contingent approval or conditional approval of the license to the director of community development or his/her designee. Upon approval or conditional approval of an application for an extended hours license by the city commission based on the criteria of section 3-11(a), the extended hours license shall be issued. After the city commission provides contingent approval of an application for an extended hours license, the director of community development may issue the extended hours license for an initial period of six (6) months provided the police chief, fire chief and director of community development have determined that all conditions for issuance have been met. The extended hours must be renewed annually thereafter. Payment of the renewal fee shall be required upon each renewal of an extended hours license.

(b) *Revocation, suspension, or imposition of additional conditions and/or restrictions.*

(1)

If, at any time, the director of community development or his/her designee determines that any extended hours license holder has failed to comply with any applicable condition of its license, or is operating in a manner harmful to the public health, safety or welfare he/she may place on the city commission public hearing agenda an item to determine whether the extended hours license should be revoked based upon the failure to meet the following criteria. The director of community development or his/her designee shall prepare a report which provides an analysis of the following:

a. During the extended hours of operation, the extended hours license holder shall comply with all conditions imposed at the time of license issuance;

b. During the extended hours of operation, the extended hours license holder shall take all reasonable precautions to discourage unlawful activity, including vandalism, crimes against property or persons, disturbances, loitering of patrons, narcotics use or distribution, excessive noise, vehicular use by intoxicated patrons, and illegal activity of any kind by employees, patrons or others associated with the establishment; and

c. During the extended hours of operation, the extended hours license holder shall take all reasonable efforts to prevent nuisances both inside and outside the establishment.

d. During the hours of operation, the extended hours license holder shall not exceed the number of occupants set by the city building and fire officials as the maximum capacity (persons) for the establishment.

(2) *Emergency public hearing on suspension or imposition of conditions.* If the police chief or his/her designee finds that an immediate serious danger to the public health, safety or welfare requires emergency suspension or the immediate imposition of additional conditions or restrictions upon the extended hours license, or that a licensee no longer has a valid alcohol license or business tax receipt, he/she may summarily order said suspension, or may summarily impose additional conditions or restrictions. The police chief or his/her designee will take only that action necessary to protect the public interest. The police chief or his/her designee will provide the licensee with all the information required by subsection (1) above, and will additionally disclose the specific facts and reasons for finding an immediate danger to the public health, safety or welfare and his/her reasons for concluding that the action taken is necessary to protect the public interest. The notice of immediate action shall be personally served upon the licensee or posted in a conspicuous place at the establishment of the licensee. The notice shall also advise the licensee that he/she may request a public hearing before the city commission challenging the need for summary action, (an "emergency public hearing") by making a written request within five (5) business days of being served with the notice. Failure to timely request an emergency public hearing shall result in the suspension of the license or the imposition of additional conditions and/or restrictions as contained in the notice without further action by the city. If the licensee requests an emergency public hearing, the public hearing will be conducted by the city commission within twenty-one (21) calendar days of the city's receipt of the request, or at the next scheduled city commission meeting, whichever occurs first, unless extended by agreement of the licensee. At the emergency public hearing, the licensee will be afforded a reasonable opportunity to speak and present evidence on his/her behalf.

(3)

A public hearing on revocation, suspension, or imposition of additional conditions may be noticed upon application and conducted in the manner described in section 3-10 except that no notice shall be required for property owners within the five hundred (500) feet of the parcel. The city commission will consider the matter de novo, and will determine whether the city manager was justified in revoking the extended hours license and whether the license should remain revoked. The burden of proof will be on the applicant seeking the reinstatement of a revoked license.

(4) After consideration of the matter, and after allowing staff and the license holder to address the city commission, and allowing all others wishing to speak three (3) minutes to do so, the city commission may revoke the extended hours license or allow the licensee to continue operating during extended hours, subject to any reasonable additional conditions deemed necessary to mitigate or eliminate the adverse effects of such extended hours. These conditions may include, without being limited to, provision by the licensee, at its expense, of additional security personnel, sound-proofing or noise reduction, and/or provision of additional parking.

(5) Should the extended hours license be revoked, no reapplication shall be considered for that location within a twelve-month period following the date of revocation. No revoked extended hours license shall be reinstated until all applicable conditions of the license are met and the payment of a reinstatement fee in an amount established by resolution of the city commission is made.

(c) *Renewal of extended hours license.* Each extended hours license shall be required to be renewed no later than one (1) year following the date of initial granting of the license. In the case of an extended hours license issued after contingent approval, the extended hours license shall be required to be renewed no later than six (6) months following the date of the initial granting of the license and annually thereafter. The renewal of any extended hours license shall be subject to a renewal fee and processed by the director of community development or his/her designee and reviewed based upon the criteria of sections 3-10 and 3-11. If the director of community development or his/her designee approves the renewal, the license shall be issued. If the director of community development or his/her designee denies the renewal, the licensee shall have ten (10) days from the date of the notice of denial to appeal the decision to the city commission. The city commission shall use the criteria and procedure specified in section 3-11 above in determining said appeal. At the time of the license renewal, the director of community development or his/her designee may, based on the criteria of section 3-11(a), recommend the imposition of additional conditions upon the extended hours licensee. If additional conditions are recommended by the director of community development or his/her designee, the renewal shall be placed on the city commission agenda for public hearing on the proposed imposition of additional conditions, in accordance with subsection (b).

(d) *Appeal procedure.*

(1) The owner of a business for which an extended hours license is requested may appeal to the city commission, consistent with these provisions, any decision rendered by the director of community development to deny the renewal of an extended hours license. Within ten (10) days of the decision, an appeal may be made in writing to the city commission which shall schedule a public hearing as soon as practicable. Notice shall be given and a public hearing

shall be held as prescribed by subsection (b) of this section. The city commission shall consider the appeal and make a decision (with reasons stated) based on the standard set forth in section 3-11(a).

(2) Appeal of any city commission decision regarding an extended hours license shall be to the circuit court in and for Broward County, in the manner provided by state law. In accordance with state law, failure to appeal within thirty (30) days of the rendition of the decision shall result in the applicant waiving his right to appeal.

(e) *Transferability.* An extended hours license shall not be transferable. However, if an establishment is sold and the operation of the business remains identical to that described on the approved extended hours license, then the new owners will be required to apply for a new extended hours license, within thirty (30) days of the purchase, but the city shall limit its review to:

(1) The amount and degree of law enforcement activities generated by the operation of the establishment. Any calls for service between the date of application and the approval may be grounds for denial;

(2) A criminal background check of all owners or managers, as defined in section 3-8, or any other party with a proprietary interest in the establishment, conducted in order to provide assurances that such persons have not been previously convicted of criminal offenses.

(3) A review of any other establishments owned or operated by the owners or managers, as defined in section 3-8, or any other party with a proprietary interest in new owner's establishment to determine the amount and degree of law enforcement activities at such establishments.

(Ord. No. 153-08-A, § 3, 1-22-08; Ord. No. 153-09-A, § 5, 1-24-09; Ord. No. 153-10-A, § 3 1-26-10; Ord. No. 153-11-A, § 5, 4-26-11; Ord. No. 153-12-B, § 5, 4-24-12; Ord. No. 153-13-A, § 5, 4-23-13)

Print

CHAPTER 83: ALCOHOLIC BEVERAGES

Section

83.01 Exemptions

83.02 Location of licensed premises

83.03 Prohibited acts

83.04 Hours of sale

83.05 Bottle clubs

83.06 Extended operating hours with alcoholic beverage license

83.07 Country club, restaurant and hotel bars

§ 83.01 EXEMPTIONS.

This Chapter shall not prohibit the sale of Alcoholic Beverages at a house of worship if such sale of Alcoholic Beverages is part of an authorized event sanctioned by the institution.

(Ord. 2010-15, passed 10-4-2010)

§ 83.02 LOCATION OF LICENSED PREMISES.

83.02(A) ***Proximity of similar type of establishment.*** No license under StateLaw pertaining to the sale and dispensing of Liquor shall be issued to sell such Liquor for Consumption Off The Premises in any place of business located within 1,000 feet, by airline measurement, from main entrance to main entrance of the place of business of any similar type licensed purveyor of Liquor for Off-Site consumption, and must be separated from similar type licensed establishment by the 1,000-foot distance. No such license shall be issued during the period in which the existing license is renewable at such location; provided, however, that the Owner, by vested right of a license to do business within the prohibited area, may transfer his or her Liquor license to a new Owner doing business at the same location within the prohibited area. There shall be no distance requirement or restriction for:

83.02(A)(1) Restaurants selling Alcoholic Beverages ;

83.02(A)(2) Establishments selling Alcoholic Beverages for on premises consumption; or

83.02(A)(3) Establishments selling Alcoholic Beverages (beer and wine) as an ancillary part of the main business of such establishment (e.g., grocery stores, drugstores, Restaurants , etc.).

83.02(B) ***Proximity of establishments to Child Care Facilities, houses of worship, and schools.*** No license under State Laws pertaining to the sale and dispensing of Alcoholic Beverages, including beer and wine, shall be issued to any Person or officers, employees, servants, or agents of any Person, firm, association, or corporation licensed by the State for the sale of Alcoholic Beverages at any location located within 1,000 feet by airline measurement from any established Child Care Facility, house of worship, or school, measured from the nearest public entrance. Whenever a license has been lawfully procured and thereafter a house of worship or school be established within a distance otherwise prohibited by Law, the establishment of a Child Care Facility, house of worship, or school shall not be cause for the revocation of the license or prevent the subsequent renewal of same. There shall be no distance requirement or restriction for Restaurants selling Alcoholic Beverages where the sale of said Alcoholic Beverages is incidental to its principal business as a Restaurant and where the sale of prepared food is the primary business of the Restaurant.

83.02(C) ***Proximity of Child Care Facilities, houses of worship, and schools to existing establishments.*** It shall be unlawful for any Child Care Facility, house of worship, or school to operate at a location or in a Building within 1,000 feet by airline measurement from any established Child Care Facility, house of worship, or school, measured from the nearest public entrance, provided that this Section shall not apply to such Child Care Facilities, houses of worship, or schools legally in existence and in operation upon passage of this Chapter.

83.02(D) ***Number of establishments limited in certain districts.*** One, but not more than one, Package Store shall be permitted within a "planned employment center district" (PECD) or in a C-1 district. This limitation shall be without regard to its location in relation to other Uses as described in subsections 83.02(A) through 83.02(C) above.

(Ord. 2010-15, passed 10-4-2010)

§ 83.03 PROHIBITED ACTS.

83.03(A) ***On Premises consumption.*** No vendor licensed under the State Laws pertaining to the sale and dispensing of Alcoholic Beverages, including beer and wine, who is not licensed to sell Liquor to be consumed upon the Premises, shall knowingly furnish or provide any setups, glasses, or other service to any Person for the purpose of consuming Liquor in, at, or upon the licensed Premises.

83.03(B) ***Commission of an unlawful act.*** No vendor or distributor shall knowingly, directly or indirectly, commit or assist in the commission of any unlawful act upon any Premises licensed under the State Laws pertaining to the sale of Alcoholic Beverages, including beer and wine. Unless the City has issued a Special Event Permit expressly allowing the consumption of Alcoholic Beverages during the event, it shall be unlawful for any Person to consume any Alcoholic Beverage upon any area available for use by the public for Motor Vehicle parking purposes, or any public Street, Highway, or sidewalk, where such area adjoins or is adjacent or appurtenant to any establishment within the City where Alcoholic Beverages are sold or dispensed.

83.03(C) ***Motor Vehicle parking areas.*** Unless the City has issued a Special Event Permit expressly allowing the consumption of Alcoholic Beverages during the event, it shall be unlawful for any Person or for the officers, employees, servants, or agents of any Person, firm, association, or corporation licensed by the State for the sale of Alcoholic Beverages for

consumption either on or off the Premises to Sell, serve, or dispense any Alcoholic Beverage to any Person, or knowingly permit the consumption of any Alcoholic Beverage by any Person, upon any Motor Vehicle parking area which is adjacent to or adjoining or appurtenant to any establishment within the City licensed for the sale of Alcoholic Beverages.

83.03(D) ***License required.*** Unless the City has issued a Special Event Permit expressly allowing the consumption of Alcoholic Beverages during the event, it shall be unlawful for any Person to drink or consume Alcoholic Beverages, including Liquor, beer, or wines, on any public Streets, in any Public Parks, or in any other government owned or operated Public Place, unless such place is licensed by the City for the sale of Alcoholic Beverages.

(Ord. 2010-15, passed 10-4-2010)

§ 83.04 HOURS OF SALE.

83.04(A) ***Consumption Off The Premises.*** Any Person, or any Employee thereof, who sells or offers for sale in bottles, cans, or containers of any type any Liquor, beer, or wine, regardless of alcoholic content, for Consumption Off The Premises, is hereby prohibited from selling or offering for sale, for Consumption Off The Premises, said Liquor, beer, or wine, regardless of alcoholic content, on any day of the week between the hours of 1:00 a.m. and 7:00 a.m. For such establishments open at anytime between the hours of 1:00 a.m. and 7:00 a.m., a Sign shall be displayed at all cashier locations and at alcohol display areas that shall read as follows: "No Alcoholic Beverage shall be sold between the hours of 1:00 a.m. and 7:00 a.m., pursuant to Section 83.04 of the City Code." At the cashier locations the lettering on the Sign shall be one inch in height and at the display areas the lettering on the Sign shall be one-half inch in height.

83.04(B) ***Consumption On The Premises.*** No vendor licenses under the provisions of the State Laws pertaining to the sale and dispensing of Alcoholic Beverages, including beer and wine, or any employee thereof, shall sell or offer for sale or deliver or serve or permit to be consumed on or upon the Premises of such vendor, any Liquors, beers, or wines, regardless of alcoholic content, on any day of the week between the hours of 1:00 a.m. and 7:00 a.m unless the vendor obtains an Extended Operating Hours with Alcoholic Beverages License under § 83.06 of this Code.

(Ord. 2010-15, passed 10-4-2010; Am. Ord. 2011-08, passed 7-5-2011)

§ 83.05 BOTTLE CLUBS.

83.05(A) ***License required.*** It is a violation of this Section, and a public nuisance, for any Person to operate a Bottle Club, or for such Person's agents, servants, or employees to be employed therein, unless an appropriate license has first been obtained from the City by the operator of said Bottle Club, said Bottle Club is an ancillary Use of an otherwise licensed business, and unless said license is displayed conspicuously at the place of business in such a manner as to be open to the view of the public and subject to the inspection of all duly authorized Officers of the City.

83.05(B) ***Permitted hours.*** Bottle Clubs shall be open only during the hours permitted by Law or ordinance for establishments selling Alcoholic Beverages in the jurisdiction by which the Bottle Club is located. It is a violation of this Section, and a public nuisance, for any Person, his

or her agents, servants, or employees, to open a Bottle Club at any other time or to permit a Bottle Club to remain open at any other time.

83.05(C) ***Injunctions.*** The City may restrain violations of this Section and resulting public nuisances by temporary or permanent injunction, including a mandatory injunction, and such suit or action may be instituted and maintained in the name of the City without bond. Injunctive relief shall not preclude proceeding in a criminal action under this Section. A criminal action shall not preclude proceeding for injunctive relief.

83.05(D) ***Inspections and searches.*** Licensees, by the acceptance of a Bottle Club license, agree and consent that their licensed business shall always be subject to inspection and search, without search warrant, by officers of the Broward County Sheriff's Department, during all hours that such Premises engage in business and at any other time such Premises are occupied by the licensee or other Persons.

(Ord. 2010-15, passed 10-4-2010)

§ 83.06 EXTENDED OPERATING HOURS WITH ALCOHOLIC BEVERAGE LICENSE.

83.06(A) ***Application.*** Any Person or vendor or any place of business operating in the City, and duly and regularly licensed by this State to sell and dispense Alcoholic Beverages, wine or beer for consumption on Premises therein, may apply for an Extended Operating Hours with Alcoholic Beverage License, provided that a site plan has been approved for the Premises. Such license application shall be processed using the same procedures as for a variance (including cost recovery deposit), but using the criteria listed in subsection 83.06(B) below. The fee for the issuance or renewal of said license shall be set and amended by resolution of the City Commission. Such Extended Operating Hours with Alcoholic Beverage License shall permit and extend the hours in which such licensee may stay open and sell Alcoholic Beverages for Consumption On The Premises until not later than 3:00 a.m. (or such earlier time as specifically authorized by resolution of the City Commission). Every such license shall expire on September 30 of each and every Year. The fee for the issuance or renewal of said license shall be paid within 30 days of the initial approval or any renewal date. Failure to timely pay the fee shall result in the immediate and automatic revocation of the approval or license.

83.06(B) ***Criteria.*** The specific criteria for the City Commission's consideration are as follows:

83.06(B)(1) The amount of off-street parking in relation to the demands created by the extra hours of operation, especially with regard to the adverse impact on adjacent Residential Areas of any illegal or hazardous parking.

83.06(B)(2) The amount and degree of law enforcement activities generated by the operation of the establishment, both outside and inside the particular location, with particular emphasis on the vandalism, noise, vehicular use by patrons and illegal activity of any kind by employees, patrons or others associated with the establishment.

83.06(B)(3) The adverse effects if any, that the extended hours of operation will have on neighboring properties, especially with respect to the effects of noise, parking and glare from headlights or Exterior Lighting on nearby residential properties.

83.06(C) ***Conditions.*** The City Commission may require, as a condition of the privilege of extending hours of operation, compliance with any reasonable conditions deemed by it to be necessary to mitigate or eliminate the adverse effects of such extended hours. These conditions may include, without being limited to, provision by the Owner or operator, at his or her expense, additional off-street parking, security personnel and screening and buffering from nearby properties.

83.06(D) ***Renewal.*** The granting of an Extended Operating Hours with Alcoholic Beverage License to a particular licensee is a privilege subject to revocation at any time by the City Commission, and no Person may reasonably rely on a continuation of that privilege. In the absence of ongoing revocation proceedings, an Extended Operating Hours with Alcoholic Beverage License may be renewed annually upon payment of the aforementioned fee prior to October 1 of each Year.

83.06(E) ***Revocation.*** If, at any time, the City Manager determines that any licensee has either violated a condition of granting of the license or is operating in a manner harmful to the public health, safety or welfare based upon the criteria specified in subsection 83.06(B), he or she may place on the City Commission agenda the matter of revoking the Extended Operating Hours with Alcoholic Beverage License. Such hearing shall be publicly advertised in a newspaper of local circulation; and further, written notice of the charges against the licensee shall be sent to him or her at least 14 days in advance and shall also contain the date, time and place of such hearing. After consideration of the matter and allowing the licensee to be heard, the City Commission may revoke, modify or condition the Extended Operating Hours with Alcoholic Beverage License. The criteria to be used by the City Commission in such matters shall be the criteria specified in subsections 83.06(B) and 83.06(C) above. Should the license or privilege be revoked, conditioned or modified, the licensee may seek review of such action before the City Commission after six months. The City Commission may then modify or refuse to modify its action. Only one such review shall be given within a 12-month period.

83.06(F) ***Conspicuously displayed.*** The license shall be conspicuously displayed within ten feet of the main entrance to the establishment.

83.06(G) ***License transfer.*** A license may be transferred to a new Owner when there is a bona fide sale of the business, upon payment of a transfer fee as set forth by resolution of the City Commission. The transferred license shall be subject to the conditions of the original approval.

(Ord. 2010-15, passed 10-4-2010; Am. Ord. 2014-04, passed 2-3-2014)

§ 83.07 COUNTRY CLUB, RESTAURANT AND HOTEL BARS.

The sale of beers, wines, and Liquors shall be prohibited except during the time that the country club, Restaurant or Hotel is actually engaged in and open to the public for operation. No Sign denoting that Alcoholic Beverages are obtainable within the country club, Restaurant or Hotel shall be exhibited on the exterior of the Premises.

(Ord. 2010-15, passed 10-4-2010)

Meeting Date: September 8, 2015 Agenda Item 43

REQUESTED COMMISSION ACTION:

____ Consent ____ Ordinance ____ Resolution X Consideration/Discussion ____ Presentation

SHORT TITLE OR MOTION: REVIEW OF SEALED WRITTEN BIDS FOR THE PURCHASE OF THE PROPERTY DECLARED AS SURPLUS. THE SUBJECT PROPERTY IS LOCATED WEST OF NW 27TH AVENUE AND BETWEEN NW 6TH STREET AND NW 6TH COURT AND COMMONLY REFERRED TO AS 601 NW 27TH AVENUE.

Summary of Purpose and Why:

Summary: Resolution #2015-373 declared property west of NW 27th Avenue and between NW 6th Street and NW 6th Court as surplus and the City thereby expressing its desire to sell the property, in accordance with the provisions of the provisions of the City Charter. Section 253 of the Pompano Beach Charter determines the process for the sale of surplus properties. 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 building was demolished in 2007. Written bids will be distributed at the September 8th, 2015 City Commission Meeting for review. An award will be given to the highest and best bidder. The criteria listed in the advertised bid specifications included a requirement that the property be constructed for no more than 4 single-family homes, and a 30 year deed restriction for the property and occupants to qualify as affordable housing.

(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	7/28/2015		
City Clerk	8/19/2015	Prepared Public Notice	Public Notice: 2015-95 & 2015-96

___ Advisory Board

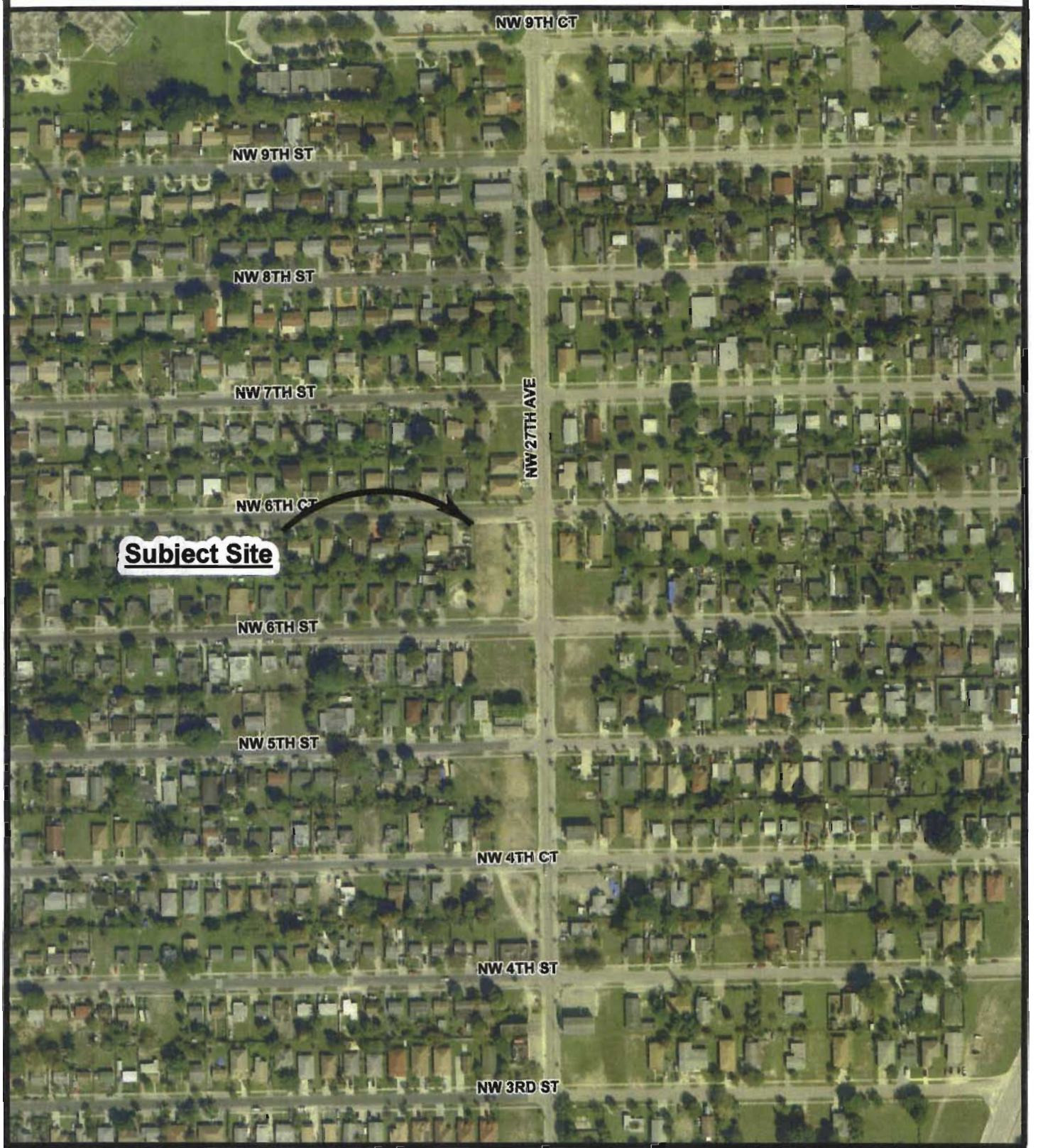
X City Manager

ACTION TAKEN BY COMMISSION:

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

CITY OF POMPANO BEACH
AERIAL MAP

N



1 in = 300 ft

6/8/2015 KeeDan

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PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

PUBLIC NOTICE NO. 2015-95

CITY OF POMPANO BEACH, FLORIDA
SUPPLEMENTAL NOTICE OF SALE OF SURPLUS PROPERTY

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Resolution No. 2015-373, 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, CMC, CITY CLERK

Published on August 5, 2015.
Sun Sentinel

P. N. 2015-96

CITY OF POMPANO BEACH, FLORIDA
NOTICE OF SALE OF SURPLUS PROPERTY

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Resolution No. 2015-373, 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, CMC, CITY CLERK

Published on August 19, 2015 and August 26, 2015.
Sun Sentinel

RESOLUTION NO. 2015-373

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 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

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 28th day of July, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/jrm
7/10/15
l:reso/2015-419

C. Said land has not been put to any public use since acquired by the city and it is not contemplated that the property will be put to any public purpose in the reasonably foreseeable future.

SECTION 3. The City Clerk is hereby authorized and directed to advertise said property for public sale in accordance with the provisions of the City Charter, the date of bid opening to be July 28, 2015, said date not being less than thirty (30) nor more than sixty (60) days after adoption of this Resolution.

SECTION 4. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 23rd day of June, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/ds
6/3/15
I:reso/2015-360

RESOLUTION NO. 2015-__345__

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, DECLARING SURPLUS AND EXPRESSING THE DESIRE OF THE CITY OF POMPANO BEACH TO SELL FOUR PARCELS OF REAL PROPERTY LYING WEST OF NW 27TH AVENUE AND BETWEEN NW 6TH STREET AND NW 6TH COURT AND COMMONLY REFERRED TO AS 607 NW 27TH AVENUE, POMPANO BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the City of Pompano Beach does hereby declare a surplus and does hereby express its desire to sell, in accordance with the provisions of the City Charter, certain parcels of land lying west of NW 27th Avenue and between NW 6th Street and NW 6th Court and commonly referred to as 607 NW 27th Avenue, Pompano Beach, Florida, said property being described as follows:

See Exhibit "A" attached hereto and made a part hereof.

SECTION 2. In accordance with Section 253 of the Pompano Beach Charter, the City Commission hereby finds, determines and declares as follows:

A. That there are no improvements located upon the above-described land.

B. Said land has not been used by the City for any purpose since it was acquired by the city by Quit Claim Deed on November 7, 2006.

EXHIBIT "A"

BROWARD PROPERTY APPRAISER

Site Address	601 NW 27 AVENUE, POMPANO BEACH	ID #	4842 33 04 3390
Property Owner	CITY OF POMPANO BEACH	Millage	1512
Mailing Address	100 W ATLANTIC BLVD POMPANO BEACH FL 33060	Use	80

Abbreviated Legal Description	33-48-42 N2/3 OF S3/5 OF NE1/4 OF NE1/4 OF SW1/4 LESS W 510 & LESS N 25 & LESS E 25 & LESS S 25 AKA 665 TO 668 CC LESS THAT PPA COLLIER CITY ADD NO 1 73-29

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values

Click here to see 2014 Exemptions and Taxable Values as reflected on the Nov. 1, 2014 tax bill

Year	Land	Building	Just (Market) Value	Assessed / SOH Value	Tax
2015	$68,170		$68,170	$68,170	
2014	$68,170		$68,170	$68,170	
2013	$68,170		$68,170	$68,170	

IMPORTANT: The 2015 values currently shown are "roll over" values from 2014. These numbers will change frequently until we make various adjustments and may be finalized on June 1. Please check back here AFTER June 1, 2015, to see the actual proposed 2015 assessments and portability values.

2015 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$68,170	$68,170	$68,170	$68,170
Portability	0	0	0	0
Assessed/SOH	$68,170	$68,170	$68,170	$68,170
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 14	$68,170	$68,170	$68,170	$68,170
Taxable	0	0	0	0

Sales History

Date	Type	Price	Book/Page or CIN
11/7/2006	QCD	$100	43256 / 1166
5/5/1999	WD*	$456,000	29620 / 1929
12/31/1997	WD*	$520,800	27850 / 337
3/1/1984	WD	$90,000	18177 / 794

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

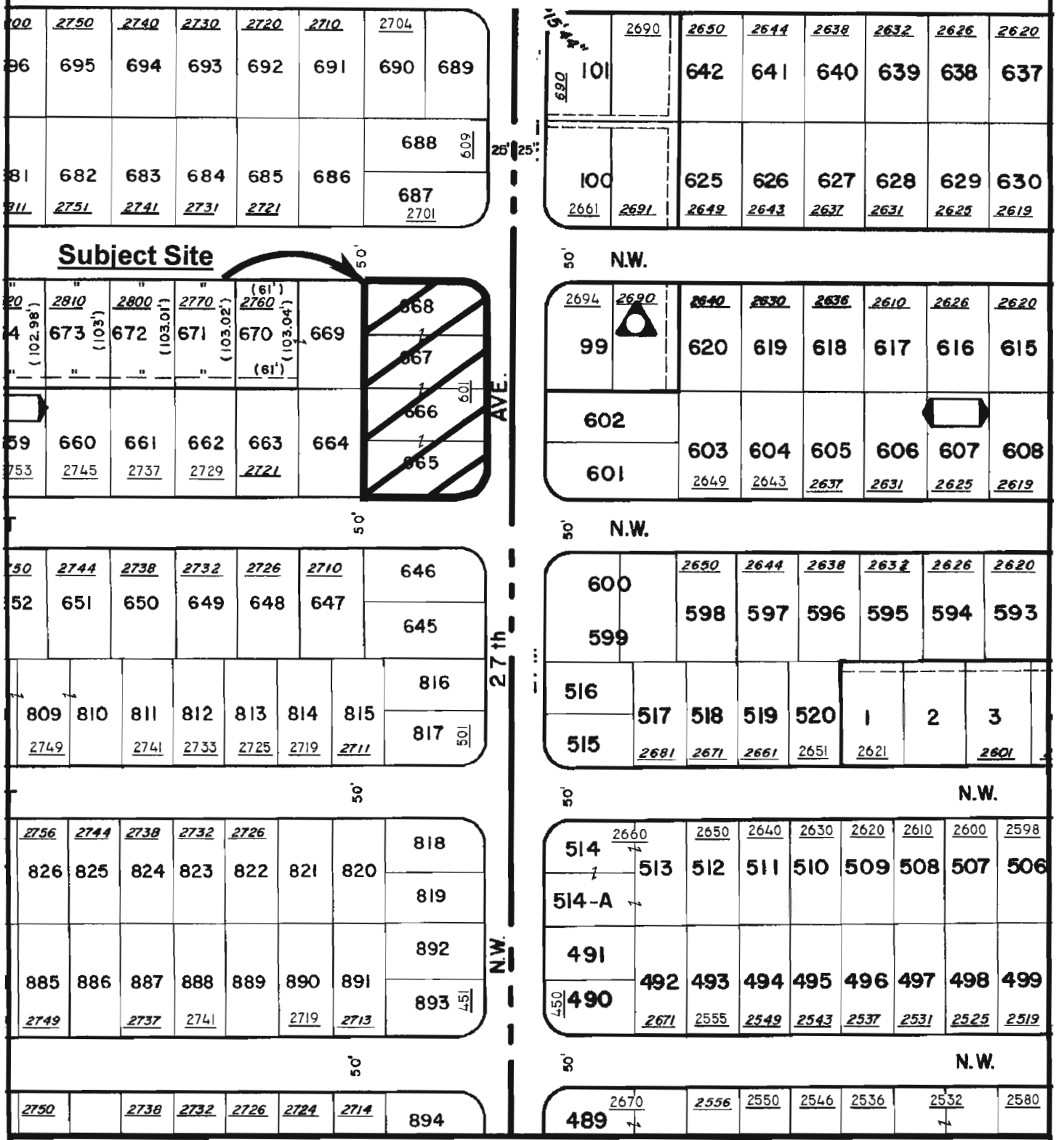
Price	Factor	Type
$2.50	27,266	SF
Adj. Bldg. S.F.		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc

CITY OF POMPANO BEACH
PLAT MAP

N



NTS

5/29/2015 KeeDan

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PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES