

Meeting Date: 7/12/2016

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 CMC OF COPANS ROAD PLAT LOCATED ON A PARCEL OF LAND LYING NORTH OF COPANS ROAD AND EAST OF NORTHEAST THIRD AVENUE; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The property owner, Chuck Carlson of Chuck Carlson Auto Sales, Inc., located at 345 E. Copans Rd., wishes to plat the 0.5532- acre parcel for the purpose of redeveloping or selling the property. The plat is restricted to 2,500 square feet of commercial use. No free standing or drive-thru bank facilities are permitted without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts. The property currently has an auto dealership with a 1,063-square foot building on site. The request was unanimously approved by the Planning & Zoning Board at the April 27, 2016 meeting (minutes attached). There were three conditions in that approval to be met prior to Commission placement. The applicant has met all three conditions.

- (1) Origin of request for this action: Jane Storms, Pulice Land Surveyors
- (2) Primary staff contact: Maggie Barszewski/ Robin M. Bird Ext. 7921
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION

DATE

DEPARTMENTAL RECOMMENDATION

DEPARTMENTAL HEAD SIGNATURE

Dev. Serv. Dept.
City Attorney

4/13/2016

Approval
CAC # 2016-888

Memo #16-176

Sheryl A. Lloyd

X Advisory Board

P&Z Board #16-025 (April 29, 2016)

X City Manager

Andrew Bird

ACTION TAKEN BY COMMISSION:

Ordinance

Resolution

Consideration

Workshop

1st Reading

1st Reading

Results:

Results:

2nd Reading



City Attorney's Communication #2016-888
June 8, 2016

TO: Maggie Barszewski, AICP, Planner
FROM: Mark E. Berman, City Attorney
RE: Resolution – Approval of the CMC of Copans Road Plat

As requested in your memorandum of June 1, 2016, Department of Development Services Memorandum #16-254, 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 CMC OF COPANS ROAD PLAT LOCATED ON A
PARCEL OF LAND LYING NORTH OF COPANS ROAD
AND EAST OF NORTHEAST THIRD AVENUE;
PROVIDING AN EFFECTIVE DATE.**

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



MARK E. BERMAN

MEB/ds
l:cor/dev-srv/2016-888
Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE CMC OF COPANS ROAD PLAT LOCATED ON A PARCEL OF LAND LYING NORTH OF COPANS ROAD AND EAST OF NORTHEAST THIRD AVENUE; 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 CMC Of Copans Road Plat located on a parcel of land lying north of Copans Road and east of Northeast Third Avenue, as described in full on the plat document itself, a copy of said plat is 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 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 _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #16-025**

DATE: April 29, 2016
TO: City Commission
FROM: Planning and Zoning Board / Local Planning Agency
SUBJECT: PROPOSED PLAT – City of Pompano Beach
P & Z #15-14000027 CMC of Copans Road Plat

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on April 27, 2016, the Board considered the proposed **CMC OF COPANS ROAD PLAT**, located at 345 East Copans Road.

It is the unanimous recommendation of the Board that the proposed plat be approved as submitted subject to the following conditions:

1. Provide a Title Certificate made out to the City, less than 6 months old
2. Provide letters from TECO Gas Company and the Florida Department of Transportation
3. Plat cover page must be signed and sealed by the surveyor and signed by all owners


Fred Staeger
Chairman
Planning and Zoning Board/ Local Planning Agency

MEMORANDUM

Development Services

ADMINISTRATIVE MEMORANDUM NO. 16-176

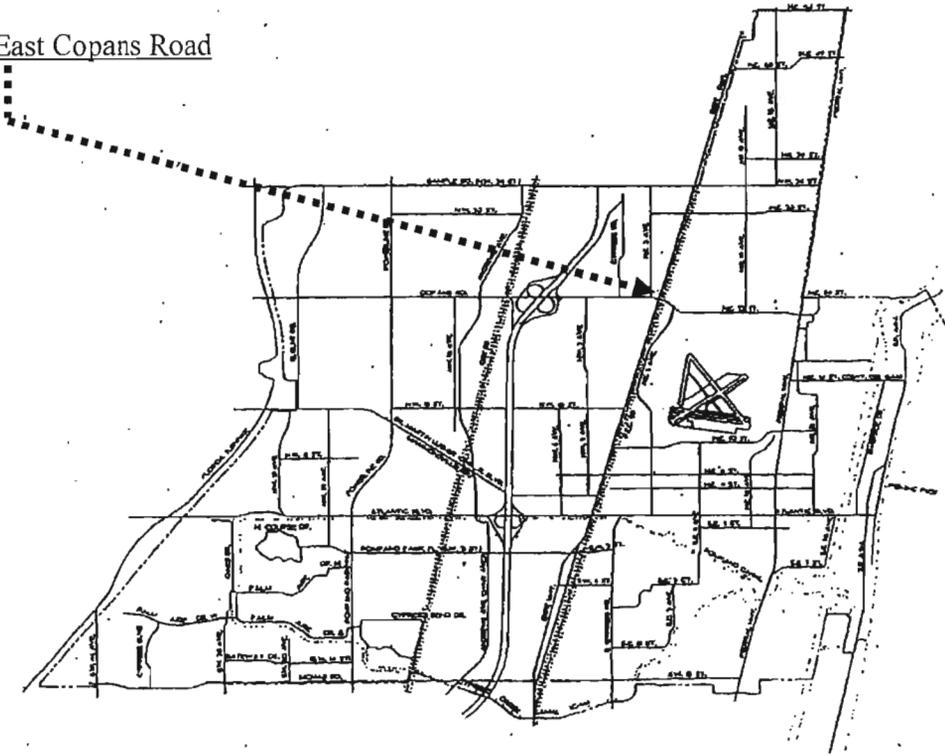
DATE: April 13, 2016
TO: Planning and Zoning Board
VIA: Robin M. Bird, Development Services Director *RB*
FROM: Maggie Barszewski, AICP, Planner *MB*
RE: CMC of Copans Road Plat Request
April 27, 2016 meeting

P&Z # 15-1400027

Request

The proposed plat, which is required for redevelopment, is restricted to 2,500 square feet of commercial use. No free standing or drive-thru bank facilities are permitted without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts. The site area is approximately 24,096 square feet or 0.5532 acres. The owner, Chuck Carlson of Chuck Carlson Auto Sales, Inc., wants to plat the property in order to more easily sell it. It is located at 345 East Copans Road. The property has historically been, and still is an auto dealership with a 1,063-square foot building having been constructed in 1960.

345 East Copans Road



LEGEND

FOR LAND USE PLAN

Symbol Classification Units/ Acre

Gross Residential Density

Residential

E Estate

L Low

LM Low- Medium

M Medium

MH Medium-High

H High

* C Commercial

CR Commercial Recreation

I Industrial

T Transportation

U Utilities

CF Community Facilities

OR Recreation & Open Space

W Water

RAC Regional Activity Center

Boundaries

City of Pompano Beach

13 Number



Reflects the maximum total number of units permitted within the dashed line of Palm Aire & Cypress Bend being 9,724 and 1,998

*	Existing
>	Proposed

FOR ZONING MAP

Symbol District

RS-1 One-Family Residence

RS-2 One-Family Residence

RS-3 One-Family Residence

* RS-4 One-Family Residence

RD-1 Two- Family Residence

RM-12 Multi-Family Residence

RM-20 Multi-Family Residence

RM-30 Multi-Family Residence

RM-45 Multi-Family Residence

RM-45/HR Overlay

RPUD Residential Planned Unit Dev.

AOD Atlantic Boulevard Overlay District

MH-12 Mobile Home Park

B-1 Limited Business

B-2 Neighborhood Business

B-3 General Business

B-4 Heavy Business

RO Residence Office

M-1 Marina Business

M-2 Marina Industrial

I-1 General Industrial

I-1X Special Industrial

O-IP Office Industrial Park

BP Business Parking

BSC Planned Shopping Center

PCI Planned Commercial /
Industrial Overlay

PR Parks & Recreation

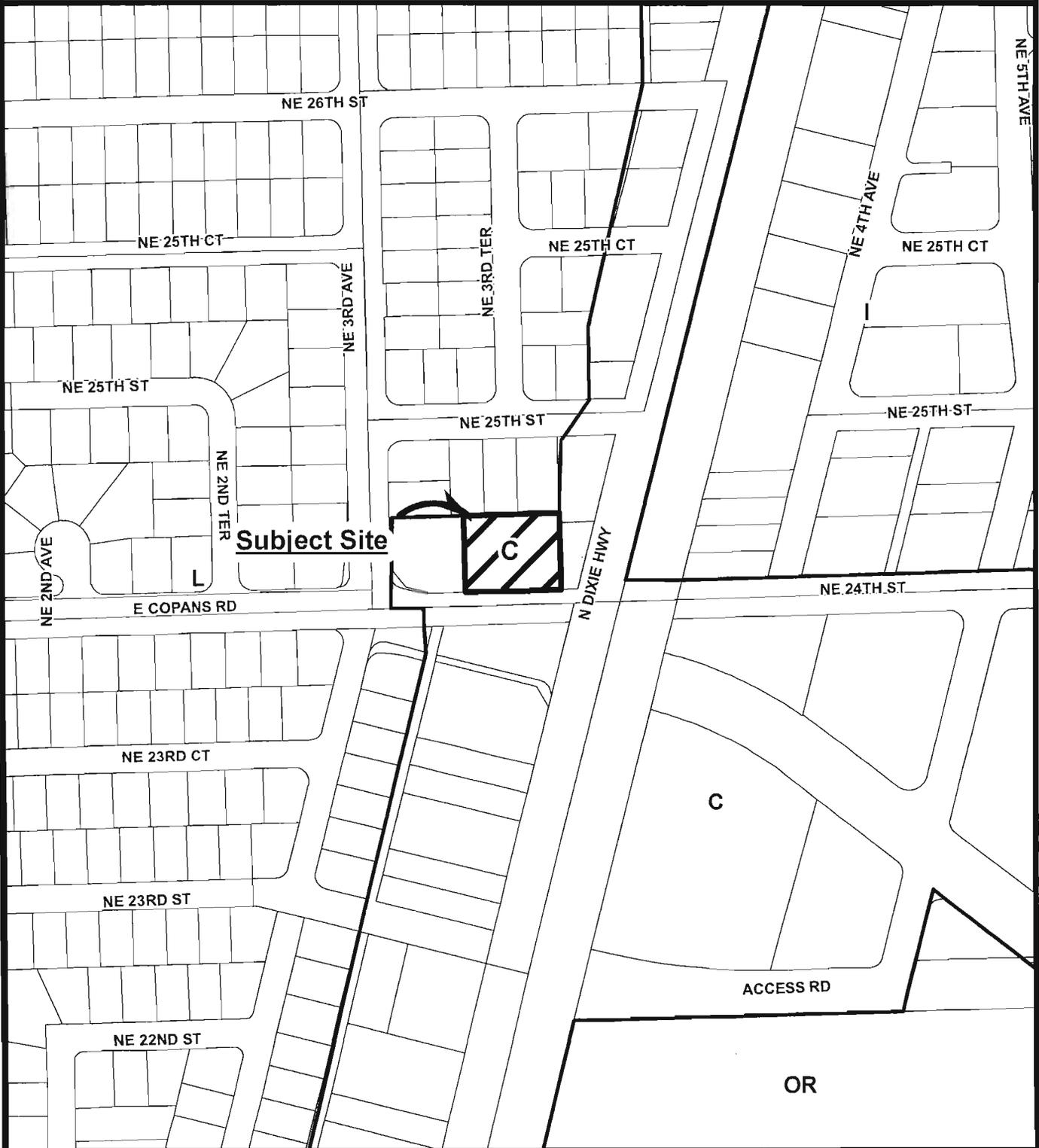
CR Commercial Recreation

CF Community Facilities

T Transportation

PU Public Utility

CITY OF POMPANO BEACH OFFICIAL LAND USE MAP

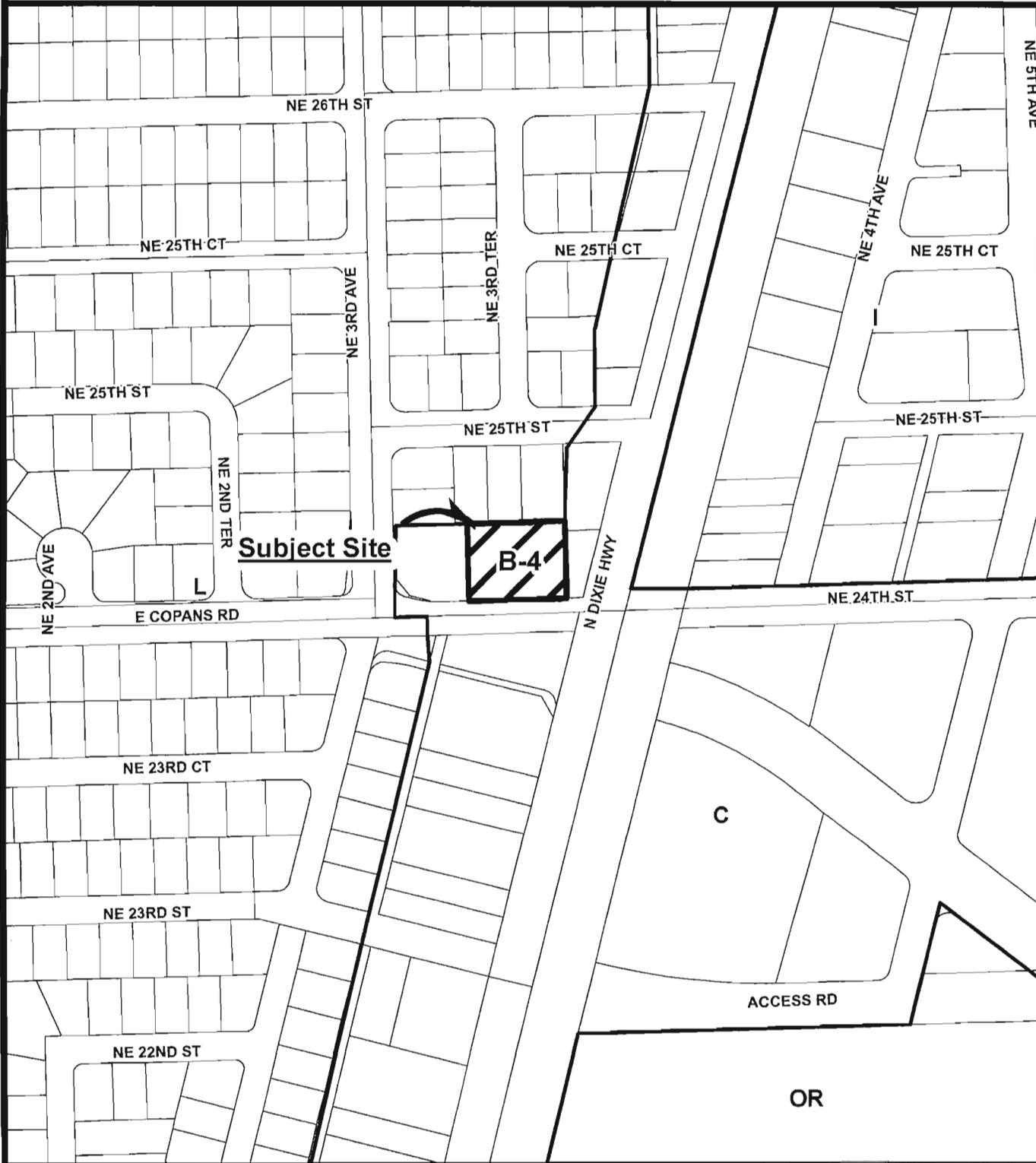


1 in = 250 ft

3

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH OFFICIAL ZONING MAP

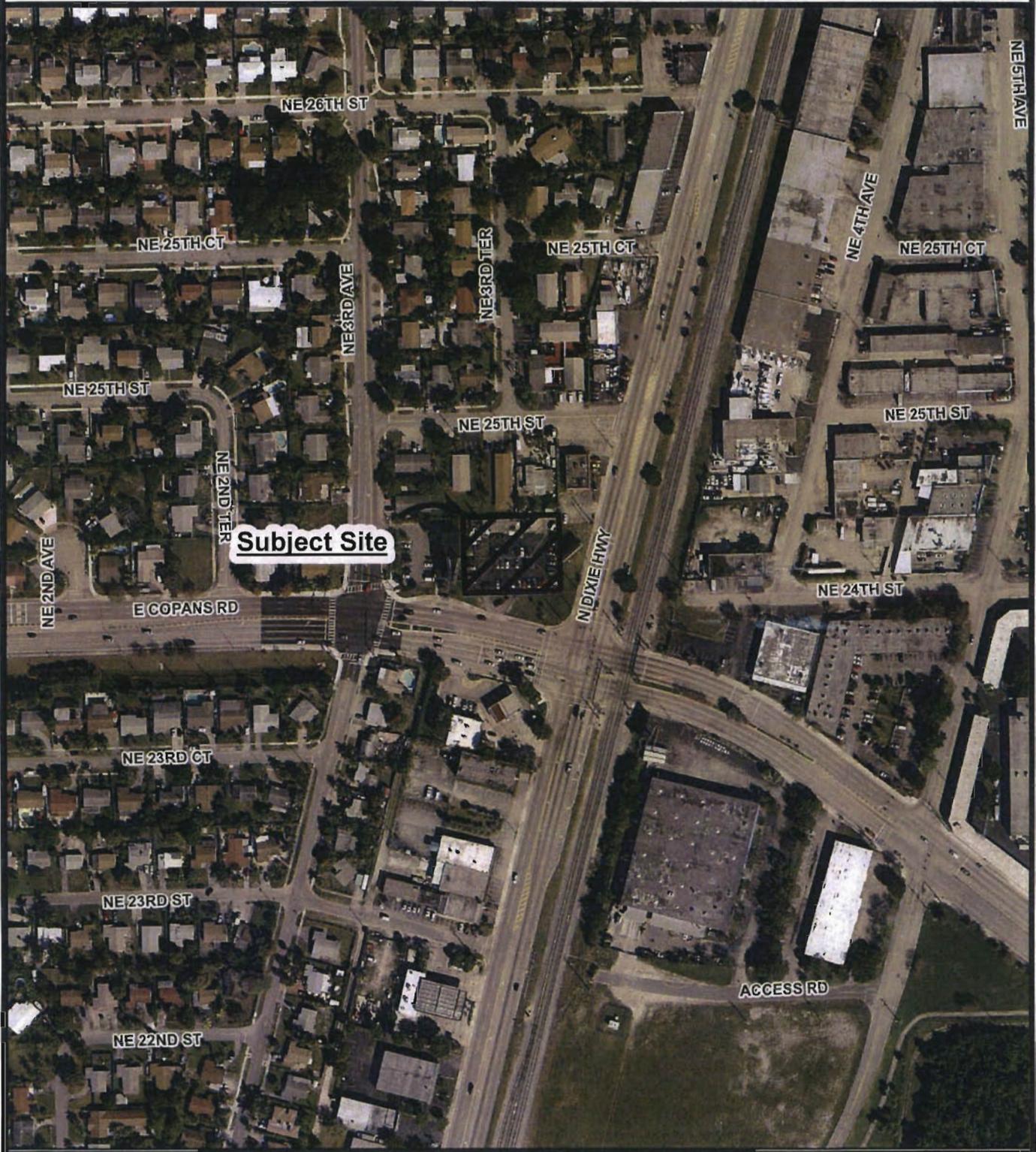


1 in = 250 ft

4

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH AERIAL MAP

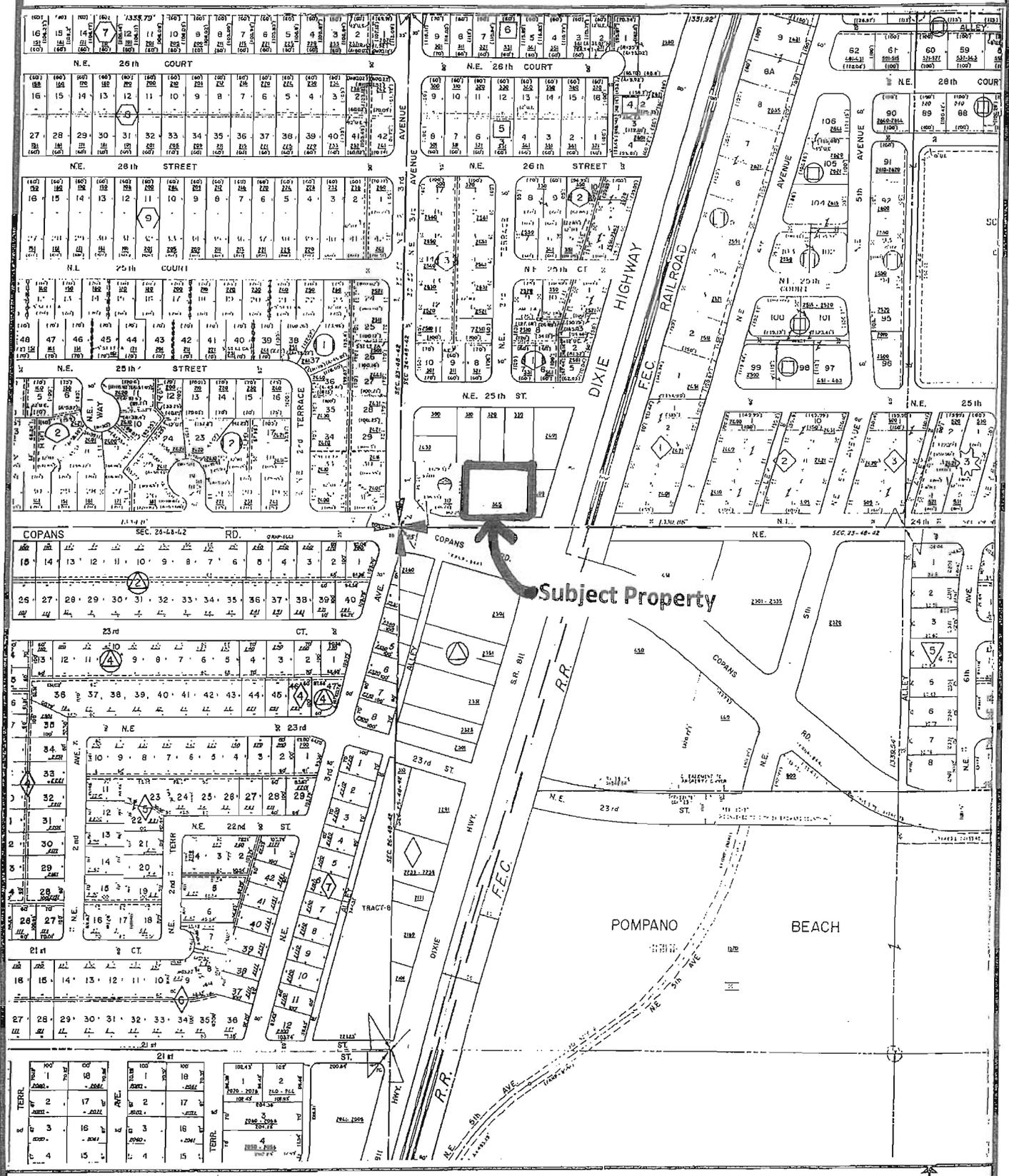


Subject Site

1 in = 250 ft

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 **1/20/16** and found to be in compliance with Land Development regulations.

Zoning

- 1) All Right-of-Way dedications shall be reflected on Plat.
- 2) All utility letters must be submitted prior to being placed on the City Commission agenda.
- 3) Must submit a Title Certificate made out to the City, less than 6 months old.
- 4) Must have Broward County Development Review Report prior to placement on Planning & Zoning Board Agenda.

Engineering Department

1-15-16:

No comments.

CRA

This project is in the CRA. No Comments.

Utilities

1-12-2016

The City of Pompano Beach Utilities dept. has no objection to the requested plat approval.

Fire Department

Plat Notes:

Fire has no objections at this time, subject to site plan changes from other departments:

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.

BSO

No Comments.

Building Department

The Building Division has no objections to the requested:
PLAT APPROVAL

* Additional comments may follow throughout the remainder of the permitting process. Buildings shall comply with the 2014 Florida Building Code (Fifth Edition), 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. 53.14 - Erosion and sedimentation control permit To be submitted at the time of permit

Review and Summary cont.

Teco Peoples Gas:

There is no comment regarding this plat from Teco Gas as yet.

AT&T:

AT&T has no objection to this Plat.

Comcast:

Comcast has no objection to this Plat.

FPL:

FPL has no objection to the proposed Plat.

FDOT:

There is no comment regarding this plat from FDOT as yet.

Department of Development Services Recommendation

This plat was reviewed at a DRC meeting held on 1/20/16 and found to be in compliance with Land Development regulations. The applicant knows that a Title Opinion and all utility letters must be submitted prior to City Commission agenda placement. Other than those two outstanding items, all comments from the DRC meeting have been addressed.

Development Services staff recommends **approval** of this plat with the following conditions to be met prior to the City Commission hearing:

1. Provide a Title Certificate made out to the City, less than 6 months old;
2. Provide letters from TECO Gas Company and the Florida Department of Transportation; and
3. Plat cover page must be signed and sealed by the surveyor and signed by all owners.



CITY OF POMPANO BEACH
FLORIDA

CITY HALL OFFICES:

100 W. Atlantic Boulevard
Pompano Beach, Florida
PHONE: (954) 786-4662

Visit Our Website At:
http://www.pompanobeachfl.gov

MAILING ADDRESS:

City of Pompano Beach
P.O. Box 1300
Pompano Beach, FL 33061

PLANNING AND ZONING BOARD/LOCAL
PLANNING AGENCY

April 27th, 2016
Wednesday

City Commission Chambers

6:00 P.M.

AGENDA

A. Call to order by the Chairman of the Board, Mr. Fred Stacer at 6:11 P.M.

B. **ROLL CALL:**

Tobi Aycock *for Elizabeth Anderson*
Walter Syrek *for Dwight Evans*
Richard Klosiewicz *tardy*
Joan Kovac
Jerry Mills
Fred Stacer
Jeff Torrey

C. **MOMENT OF SILENCE**

The Chairman called for a brief moment of silence.

D. **APPROVAL OF THE MINUTES:**

Approval of the minutes on the meeting of March 23rd, 2016.

MOTION was made by Joan Kovac and seconded by Jeff Torrey to approve the March meeting minutes. All voted in favor of the above motion; therefore, the motion passed.

Mr. Syrek asked if there is a vehicle non-access line on the plat and Mr. VonderMeulen responded that there is a non-vehicular access line that runs along the entire length of the property along Andrews Avenue. Mr. Syrek asked if this is shown in the form of a note or a graphic. Mr. VonderMeulen showed Mr. Syrek sheet 2 and then placed the sheet on the projector and showed the rest of the Board where the non-vehicular access line was located on the plat. Mr. Syrek asked if there could be a clarification note added to the plat. Mr. VonderMeulen stated that it is not on the legend and it could be added. Mr. Syrek stated that he would like to create a condition regarding no more vehicular access. Mr. Syrek asked if this would affect residents of Cypress Bend. Mr. Vonder Meulen responded that there would be a required buffer yard once development occurs along the western property. Mr. Syrek asked if any use permitted in the underlying zoning designation could be built on this property. Mr. VonderMeulen confirmed.

Mr. Stacer asked if anyone in the audience wished to speak and no one responded. Legend should be revised to include the non-vehicular access line symbol (sheet 2 of survey? Or plat?)

MOTION was made by Walter Syrek and seconded by Jerry Mills to recommend approval of the proposed plat, subject to the two (2) conditions of Staff as well as a third condition stating that the legend on the plat be revised to include the non-vehicular access line symbol. All voted in favor of the above motion; therefore, the motion passed.

4. **CHUCK CARLSON AUTO SALES INC. / CMC OF COPANS ROAD**
Planning and Zoning #15-1400027

Consideration of the proposed PLAT, submitted by **JANE STORMS** on behalf of **CHUCK CARLSON AUTO SALES INC.** The proposed plat is restricted to 2,500 square feet of commercial use on a site area of approximately 24,096 square feet or 0.5532 acres. The proposed plat is located at 345 East Copans Road, more specifically described as follows:

THE EAST 75 FEET OF THE WEST 344.30 FEET OF THE SOUTH 162.69 FEET, LESS THE SOUTH 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY, AND THE EAST 100 FEET OF THE WEST 269.30 FEET OF THE SOUTH 162.69 FEET, LESS THE SOUTH 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY, BOTH LYING AND BEING IN LOT 28, SECTION 24 "PLAT OF SEC'S. 13, 24, 25 & 26. T 48. R 42 S.& E.", AS RECORDED IN PLAT BOOK "B", PAGE 164, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

ALSO KNOWN AS:

THE EAST 75 FEET OF THE WEST 344.30 FEET OF THE SOUTH 162.69 FEET, LESS THE SOUTH 25 FEET THEREOF FOR ROAD RIGHT-OF-

Any person who decides to appeal any decision of the PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. // kem

WAY, AND THE EAST 100 FEET OF THE WEST 269.30 FEET OF THE SOUTH 162.69 FEET; LESS THE SOUTH 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY, BOTH LYING AND BEING IN LOT 28 OF THE SUBDIVISION OF SECTION 24, TOWNSHIP 48 SOUTH, RANGE 42 EAST AS RECORDED IN PLAT BOOK "B" AT PAGE 164 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AS RE-RECORDED IN PLAT BOOK 1, PAGE 8, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

AKA: 345 E Copans Road

ZONED: Heavy Business (B-4)

STAFF CONTACT: Maggie Barszewski, AICP (954) 786-7921

Ms. Barszewski introduced herself to the Board and stated that the proposed plat for a 0.5532 acre property located at 345 East Copans Road. The owner, Chuck Carlson of Chuck Carlson Auto Sales, Inc., wants to plat the property in order to more easily sell it. The plat will restrict development to 2,500 square feet of commercial use. No free standing or drive-thru bank facilities are permitted without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts. The property has historically been, and still is an auto dealership with a 1,063-square foot building having been constructed in 1960. Ms. Barszewski stated that two service provider letters have not been submitted (TECO and FDOT).

Staff recommends approval of this plat with the following conditions to be met prior to the City Commission hearing:

1. Provide a Title Certificate made out to the City, less than 6 months old;
2. Provide letters from TECO Gas Company and the Florida Department of Transportation; and
3. Plat cover page must be signed and sealed by the surveyor and signed by all owners.

The Board had no questions of Staff.

Elizabeth Tsouroukdissian (5381 Nob Hill Rd. Sunrise, FL) of Public Land Surveyors introduced herself to the Board. The owner is platting in order to get the property ready to sell. The applicant does not have any objections to the conditions.

The Board had no questions for the applicant. No one from the audience wished to speak.

MOTION was made by Tobi Aycock and seconded by Joan Kovac to recommend approval of the proposed plat. All voted in favor of the above motion; therefore, the motion passed.

G. SITE PLAN REVIEWS

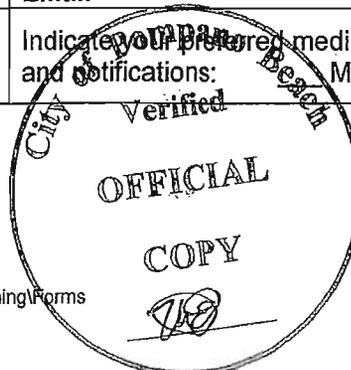
Any person who decides to appeal any decision of the PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. // kem



Plat Application

345 Copans Road East		
STREET ADDRESS		Zoning District
		28
SUBDIVISION	BLOCK #	LOT #
Applicant's interest in property (Owner, Lessee, Etc)	Agent	
Has any previous application(s) been filed?	Yes ___ No <u>X</u>	
If Yes, give date of hearing and finding		

Applicant	Landowner (Owner of Record)
Pulice Land Surveyors / Jane Storms	Chuck Carlson Auto Sales, Inc.
Print Name and Title	Print Name and Title
Jane Storms, Director of Platting	CHUCK CARLSON PRESIDENT
Signature	Signature
<i>Jane Storms</i>	<i>Chuck Carlson president</i>
Date 12-18-15	Date 12/16/15
5381 Nob Hill Road	345 Copans Road East
Street Address	Street Address
Sunrise, Fl 33351	Pompano Bch, Fl 33064
Mailing Address City/ State/ Zip	Mailing Address City/ State/ Zip
954 572 1777	
Phone Number	Phone Number
Jane@puliceandsurveyors.com	
Email	Email
Indicate your preferred medium to receive agendas and notifications: ___ Mail <u>X</u> E-Mail	Indicate your preferred medium to receive agendas and notifications: ___ Mail ___ E-Mail



REQUESTED COMMISSION ACTION:

Consent X Ordinance Resolution Consideration/ Discussion Presentation

SHORT TITLE An ordinance approving and authorizing the proper city officials to execute an agreement for school crossing guard services between the City of Pompano Beach and The Butler Group of South Florida, LLC.

 Fiscal Impact - \$571,725 – Other Professional Services – 001-9910-599-31-60
 Term: August 17, 2016 – August 16, 2017 includes automatic renewal of four
 one-year periods.

Summary of Purpose and Why:

The agreement is for school crossing guard services per Bid L-14-16, which was approved by the City Commission on March 8, 2016. The contract is for a one year term commencing August 17, 2016 and ending August 16, 2017, which shall be automatically renewed for four additional one-year periods. The agreement will provide for 58 crossing guards working four hours a day and three field supervisors working six hours per day for 210 school days per year. The crossing guard locations are described on Exhibit 3 of the agreement.

- (1) Origin of request for this action: Staff initiated
- (2) Primary staff contact: Mark Beaudreau, Recreation Programs Adm. Ext. 4191
- (3) Expiration of contract, if applicable: August 17, 2016 – August 16, 2017 with auto renewal for four
 one-year periods
- (4) Fiscal impact and source of \$571,725 – Account #001-9910-599-31-60 – Other
 funding: Professional Services

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	6-24-16	Approve	Mark A. Beaudreau
City Attorney	6/29/16	CAC #2016-884	
Internal Audit	6-27-16	APPROVE	
Budget	6/29/16		
General Services	7/6/16	APPROVE	
Risk Management	7/6/16	Approved	E. Bercher

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance Workshop	Resolution	Consideration
1 st Reading <u> </u> 7/12/16 <u> </u>	1 st Reading <u> </u>	Results: <u> </u>
2 nd Reading <u> </u> 7/26/16 <u> </u>	<u> </u>	Results: <u> </u>

Memorandum 16-A089

DATE: June 22, 2016
TO: Dennis W. Beach, City Manager
FROM: Mark A. Beaudreau, Recreation Programs Administrator *mb*
SUBJECT: Agenda Item – School Crossing Guard Contract

Please place the attached ordinance on the July 12, City Commission Agenda. The City Clerk's Office has advertised the ordinance to hold the first reading on July 12, in the Sun-Sentinel. The agreement is for School Crossing Guard services per Bid L-14-16, which was approved by the City Commission on March 8, 2016. The contract is for a one year term commencing August 17, 2016 and ending August 16, 2017, which shall be automatically renewed for four additional one-year periods. The agreement will provide for 58 crossing guards working four hours a day and three field supervisors working six hours per day for 210 school days per year for a cost of \$571,725 per year, which will be paid from the Other Professional Services Account (001-9910- 599-31-60). The crossing guard locations are provided in Exhibit 3 of the agreement.

If you have any questions or require additional information, please call me at 954-786-4191.

MB/afh

cc: Cynthia Kitts, Recreation Manager



City Attorney's Communication #2016-884
June 6, 2016

TO: Mark A. Beaudreau, Recreation Programs Administrator
FROM: Fawn Powers, Assistant City Attorney
RE: The Butler Group of South Florida, LLC

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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR SCHOOL CROSSING GUARD SERVICES BETWEEN THE CITY OF POMPANO BEACH AND THE BUTLER GROUP OF SOUTH FLORIDA, LLC; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

FAWN POWERS

l:cor/recr/2016-884f
Attachments

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR SCHOOL CROSSING GUARD SERVICES BETWEEN THE CITY OF POMPANO BEACH AND THE BUTLER GROUP OF SOUTH FLORIDA, LLC; 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 The Butler Group of South Florida, LLC for school crossing guard services, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

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

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2016.

PASSED SECOND READING this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

5/24/16
L:ord/2016-212f

City of Pompano Beach

SERVICE AGREEMENT

with

The Butler Group of South Florida, LLC

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Exhibit

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| 1 | Bid L-14-16 |
| 2 | Contractor's Proposal |
| 3 | School Crossing Locations |
| 4 | Insurance Requirements |

SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement"), entered into this _____ day of _____, 2016, by and between:

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

and

THE BUTLER GROUP OF SOUTH FLORIDA, LLC, a Florida limited liability company d/b/a NEXTAFF (hereinafter "CONTRACTOR").

WHEREAS, the CITY issued Bid L-14-16 (the "Bid" attached hereto and made a part hereof as Exhibit 1) to provide and supervise school crossing guards at forty-eight (48) school crossings located within the City limits;

WHEREAS, in response to Bid L-14-16, the CITY received CONTRACTOR's Proposal, a copy of which is attached hereto and made a part hereof as Exhibit 2;

WHEREAS, in accordance with the terms and conditions set forth herein, CONTRACTOR is able and prepared to provide the services and insurance described in this Agreement; and

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

WHEREAS, the City Commission has determined that entering into this Agreement with CONTRACTOR is the best interest of the public.

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

ARTICLE 1 REPRESENTATIONS

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

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

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

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

B. Representations of The Butler Group of South Florida, LLC
CONTRACTOR makes the following representations to CITY which CITY relies upon in entering into this Agreement.

1. The Butler Group of South Florida, LLC is a Florida limited liability company duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

2. CONTRACTOR's execution, delivery, consummation and performance under this Agreement will not violate or cause The Butler Group of South Florida, LLC to be in default of any provisions of its governing documents, rules and regulations or any other agreement to which CONTRACTOR is a party or constitute a default thereunder or cause acceleration of any obligation of CONTRACTOR thereunder.

3. The individual executing this Agreement and related documents on behalf of The Butler Group of South Florida, LLC is duly authorized to take such action which action shall be, and is, binding on CONTRACTOR.

4. There are no legal actions, suits or proceedings pending or threatened against or affecting The Butler Group of South Florida, LLC or its principals that CONTRACTOR is aware of which would have any material effect on CONTRACTOR's ability to perform its obligations under this Agreement.

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

6. The standard of care for all professional services furnished by CONTRACTOR and its employees, subcontractors or other agents under this Agreement will be the skill and care used by other professional school crossing guards and comparable to the best local and national standards.

7. CITY shall be entitled to rely upon the professional skills of CONTRACTOR or by others authorized by CONTRACTOR under this Agreement.

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

**ARTICLE 2
NO ASSIGNMENT**

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

Any attempt by CONTRACTOR to assign or transfer any of its rights or obligations under this Agreement without first obtaining CITY's written approval will result in CITY's immediate cancellation of this Agreement. Specifically, no assignment of any right or obligation under this Agreement shall be binding on the CITY without the written consent of the City Commission of Pompano Beach which shall not be unreasonably withheld.

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

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

**ARTICLE 3
TERM AND RENEWAL**

The City hereby engages CONTRACTOR to provide the requisite school crossing guard services for a one (1) year term commencing August 17, 2016 and ending August 16, 2017, which shall be automatically renewed for four (4) additional one-year periods unless either party provides written notice via certified mail in accordance with Article 15 herein at least sixty (60) days prior to the end of any annual term.

In the event CONTRACTOR's service hereunder is scheduled to end because of the expiration of this Agreement, CONTRACTOR shall be required to continue service upon CITY's written request. The extension period shall not extend for more than ninety (90) days beyond expiration of the existing annual term and CONTRACTOR shall be compensated at the rate in effect when CITY invokes this extension clause.

**ARTICLE 4
RESPONSIBILITIES OF CONTRACTOR**

CONTRACTOR shall provide all school crossing guard services at the forty-eight (48) locations specified in Exhibit 3 in accordance with this Agreement (the "Work"). Specifically, CONTRACTOR shall, at all times, perform its obligations hereunder in a professional manner and also develop and adhere to written protocols to ensure for the safety of the children and the

public in general. CONTRACTOR shall exercise its reasonable judgment in discharging its duties hereunder.

A. CONTRACTOR shall place the highest priority on health and safety and shall maintain a safe working environment during provision of its services hereunder. CONTRACTOR shall comply, and shall secure compliance by its employees, agents and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of CONTRACTOR.

CONTRACTOR shall be responsible for examining all such requirements and determining whether additional or more stringent environmental, health, safety and security provisions are required to provide the Work hereunder. CONTRACTOR agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

B. CONTRACTOR shall be responsible for hiring and managing its own employees to perform the Work hereunder. CONTRACTOR's staff shall be neat, clean, well-groomed, courteous and at least twenty one (21) years of age. CONTRACTOR shall obtain written approval from the CITY's Contract Administrator for all persons to be employed as crossing guards before such persons commence services hereunder. If CITY requests, CONTRACTOR agrees to remove any employee and substitute an acceptable person at that crossing post. CONTRACTOR shall be responsible for ensuring employees have completed all required training before being assigned to work as crossing guards.

C. CONTRACTOR shall provide CITY with a list of names and training dates of all guards, back-up guards, and field supervisors. Changes to the list shall be provided to the CITY within (48) forty eight hours after such change occurs.

D. Criminal Background Checks. CONTRACTOR, at its sole cost, shall conduct a State of Florida and national criminal background history check, including sexual predator and sexual offender checks, on all school crossing guards, back-up guards, supervisors and trainers proposed to provide services hereunder and provide the CITY's Contract Administrator proof of same prior to said individual(s) being allowed to perform the Work.

Guards, back-up guards, supervisors, and trainers with felony arrest history, misdemeanor arrest history involving moral turpitude, or being listed as a sexual predator or offender, shall not perform Work hereunder without the express written consent of the CITY's Contract Administrator. Use of guards, back-up guards, supervisors or trainers who have not successfully passed the criminal background history check may result in rejection of invoices for said service(s) and may serve as grounds for termination of this Agreement.

CONTRACTOR shall mandate that all employees assigned to provide Work hereunder shall immediately report in writing any criminal charges brought against them. CONTRACTOR, upon receipt of such information, shall immediately notify the CITY's

Contract Administrator. At CONTRACTOR's sole cost, each summer prior to commencement of the new school year in August, annual criminal background history re-checks shall be required for all persons assigned to provide Work hereunder

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

F. CONTRACTOR shall promptly respond to complaints about its employees from the CITY and timely take appropriate disciplinary action as warranted by the circumstances.

G. CONTRACTOR shall operate and conduct the business covered by this Agreement in accordance with all applicable federal, state and local laws, including the laws of Broward County and the charter, ordinances and other regulations of the City of Pompano Beach as may now exist or as may hereafter be adopted. CONTRACTOR, at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the City of Pompano Beach. Proof of such licenses, approvals and sales tax payments shall be submitted to the CITY's Recreation Programs Administrator upon request.

H. CONTRACTOR shall give CITY prompt written notice of any accidents occurring at the school crossing locations during their scheduled Work hours which involve a student.

I. Training. CONTRACTOR shall be responsible to ensure that all persons employed as crossing guards receive proper training as required by law. CONTRACTOR may perform the training with its own staff if they are certified crossing guard trainers or sub-contract for certified training to meet this requirement.

Formal training of all new or former crossing guards shall be conducted as per the standards established by the State of Florida Department of Transportation, in accordance with Section 316.75, Florida Statutes, known as the "Ramon Turnquest School Crossing Guard Act." Such training shall be conducted by certified school crossing guard trainers, as required by the Florida Department of Transportation, and consist of, at a minimum, both classroom and field training.

CONTRACTOR shall provide at least one (1) training/re-training session per year which shall be attended by all of the CONTRACTORS employees or agents providing any Work hereunder. Any additional training, such as training of new employees throughout the school year, shall be CONTRACTOR's sole responsibility.

J. Schedule Of Service. Although it is anticipated that (58) fifty-eight school crossing guards shall be required for each school day, CONTRACTOR acknowledges and agrees this is just an estimate and the designated City representative shall keep CONTRACTOR informed as to the exact number of school crossing guards that will be required at any one time.

CONTRACTOR shall be required to provide coverage at the locations set forth in Exhibit 3 for a total of approximately 210 days per year. In addition, CITY reserves the right to increase or decrease the number of crossing locations to be staffed and CONTRACTOR agrees to be flexible and provide guards for the hours needed on the instructions of appropriate CITY personnel.

A minimum of four (4) hours daily coverage (which will vary slightly with each school) shall be scheduled so that guards are available to provide school crossing services one (1) hour before the start of the designated school and one-half (½) hour after the close of the designated school.

K. Daily Field Supervision. CONTRACTOR shall provide three (3) experienced field supervisors overseeing the Work at all times the guards are on duty. All supervisory personnel shall be certified school crossing guards. The CONTRACTOR's field supervisor(s) shall be responsible to ensure that all crossing posts are properly staffed at all times as required by CITY.

L. Guard Back Up. CONTRACTOR shall provide each working school crossing guard with the name and telephone number of a back-up in case the working guard cannot be at their post. CONTRACTOR shall ensure that the back-up guard is fully trained and familiar with the specific crossing location.

M. Twenty-Four (24) Hour Answering Service. CONTRACTOR shall provide a 24-hour answering service for its employees providing Work hereunder. CONTRACTOR agrees to implement the policy set forth in this paragraph to ensure a back-up crossing guard will cover an assigned crossing if the assigned guard cannot be at his/her assigned post during non-working hours when the field supervisor is not on duty. Specifically, the working guard shall first contact his/her back-up and then the answering service who shall in turn contact CONTRACTOR who shall ensure that the back-up guard or another qualified replacement will be on duty at the assigned crossing post.

N. Equipment. CONTRACTOR shall be responsible to supply all equipment necessary for the crossing guards to perform their duties, including, but not limited to the following equipment for each guard: a hand-held retroreflective stop sign, a fluorescent and retroreflective safety vest, and a metal whistle with lanyard. Any required replacement of aged, lost or damaged equipment shall be the responsibility of CONTRACTOR who shall also provide all other equipment that may be required.

O. Personnel Removal/Reassignment/Substitution. CITY reserves the right to require CONTRACTOR to immediately remove any employee CITY deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the Work is not in the CITY's best interest and substitute same with a mutually acceptable replacement.

P. Transition from Existing Contract. CONTRACTOR agrees to provide offer first consideration for any available crossing guard work under this Agreement to persons currently employed as crossing guards under its previous contract with CITY.

**ARTICLE 5
RESPONSIBILITIES OF CITY**

A. The CITY's Recreation Program's Administrator, or such other person properly designated by the City Manager, shall be responsible for enforcement of this Agreement. In the event any violation is reported, the CITY's Recreation Program's Administrator shall investigate same and report the findings to the City Manager who has sole discretion to take action and make recommendations as deemed necessary. The City Manager's actions and recommendations pursuant to this Article shall be final and binding on CONTRACTOR.

B. CITY shall inform CONTRACTOR of the specific dates when service will be required hereunder when the school schedule is made available by the School Board of Broward County.

**ARTICLE 6
COMPENSATION AND METHOD OF PAYMENT**

A. CITY shall compensate CONTRACTOR for its provision of services hereunder for the first annual term for a grand total of \$ 571,725.00 as set forth below.

Hourly rate for crossing guards and field supervisors: \$ 10.89

3 field supervisors x \$ 10.89/hr. x 6 hrs./day x 210 school days/yr. = \$ 41,164.20

58 guards x \$ 10.89/hr. x 4 hrs./day x 210 school days/yr. = \$ 530,560.80

GRAND TOTAL \$ 571,725.00

The foregoing hourly charge shall include all costs for labor, equipment, supervision, insurance, and any other costs incurred by CONTRACTOR and remain firm for the initial annual term and consistent throughout the school year except for any changes in the State of Florida or Federal Minimum Wage Rates. State of Florida or Federal Minimum Wage Rate changes shall be limited in adjustment only to the direct cost of the increase and must be passed-thru directly to CONTRACTOR's employees; no administrative or overhead costs of any kind shall be added to such increase. Thereafter, any extensions which may be approved by the CITY shall be subject to an adjustment only if increases or decreases occurs throughout the local industry as determined pursuant to changes in the State of Florida and Federal Minimum Wage Rates and the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%) or the CPI, whichever is lower.

Any requested adjustment shall be fully documented and submitted to the CITY at least one hundred and twenty (120) days prior to expiration of the annual term. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

CITY may, after examination, refuse to accept the adjusted costs if they are not properly documented, considered excessive, or if decreases are considered insufficient. In the

event CITY does not wish to accept the adjusted costs and the matter cannot be resolved to CITY's satisfaction, this Agreement may be cancelled with ninety (90) days written notice or it may not be renewed for the additional optional renewal period(s).

B. Invoices. CITY shall accept invoices no more frequently than once per week and identify the nature of the services performed. Specifically, each invoice shall be accompanied by a time sheet detailing all employee time logged for the invoice period. The time sheet must list each guard by name, location, and daily hours worked. CITY shall pay in full all invoices within twenty (20) days of receipt of the invoice except for any disputed or questions line items. CITY shall notify CONTRACTOR within fifteen (15) days of receipt of invoice of any disputed line items. CONTRACTOR shall timely prepare verification data for the amount claimed and provide complete cooperation during such investigation.

An original invoice plus one copy of the timesheet is due within fifteen (15) days of the end of the month except the final invoice, which must be received no later than sixty (60) days after this Agreement expires.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the CITY's Contract Administrator. Payment may be withheld for CONTRACTOR's failure to comply with a term, condition or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, CITY may withhold payment in whole or in part to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied in a manner satisfactory to the CITY's Contract Administrator or due to CONTRACTOR's failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

C. CITY shall pay a maximum of four (4) hours per school day for each school crossing guard and six (6) hours per school day for each supervisor. CONTRACTOR agrees that CITY shall not be responsible to pay for training hours.

ARTICLE 7 ACCOUNTING, RECORDKEEPING AND PUBLIC RECORDS PROCEDURES

A. Daily Time Sheets. CONTRACTOR shall maintain a daily time sheet with the signature of the employee on each work shift and the location of their guard post. A copy of this log shall be submitted to CITY weekly.

B. CONTRACTOR shall be required to use accounting methods and procedures in accordance with generally accepted accounting principles, which shall include but not be limited to, those methods and procedures set forth in this Article.

CITY shall have the right to audit the books, records and accounts of CONTRACTOR and CONTRACTOR's subcontractor's that are related to this Agreement. CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times

for examination and audit by CITY in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement. CONTRACTOR and its subcontractors shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books records, and accounts of CONTRACTOR and 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, CONTRACTOR and its subcontractors shall make same available at no cost to CITY.

C. CONTRACTOR shall be required to record and preserve complete and accurate records attendant to this Agreement for a period of five (5) years after its termination or, if an audit has been initiated and audit findings have not been resolved at the end of this five (5) year period, the records shall be retained until resolution of the audit findings.

CONTRACTOR shall retain any and all records relating to the operation pursuant to this agreement for a period of five (5) years from the date of final payment under this agreement, or as otherwise required by applicable laws including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes. These records shall include, but not be limited to, Florida State sales tax returns, federal payroll tax returns and all supporting payroll records, bank statements, canceled checks and any other records requested by the CITY's Internal Auditor.

D. Incomplete and incorrect entries in CONTRACTOR's records will be grounds for the CITY's allowance of any fees based upon such entries as well as termination of this Agreement.

E. The City reserves the right to request to review CONTRACTOR's audited financial statement, bank references, and other business references.

F. Public Records. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. CONTRACTOR shall comply with Florida's Public Records Law, as amended. Specifically, CONTRACTOR shall:

1. Keep and maintain public records required by the CITY in order to perform the service.

2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes 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 for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.

4. Upon completion of the contract, transfer, at no cost to the CITY, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

5. Failure of the CONTRACTOR to provide the above described public records to the CITY within a reasonable time may subject CONTRACTOR to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

ARTICLE 8 CONTRACTOR'S INDEMNIFICATION OF CITY

A. CONTRACTOR shall at all times indemnify, hold harmless and defend the CITY and its authorized agents hereunder from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities of whatsoever kind arising directly or indirectly out of or in connection with CONTRACTOR's provision of services hereunder whether same occurs or the cause arises on or away from the school crossing locations. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by CONTRACTOR for any causes of action it has or may have for breaches or defaults by the CITY under this Agreement.

B. CONTRACTOR acknowledges and agrees that CITY would not enter into this Agreement without this indemnification of CITY by CONTRACTOR. The parties agree that one percent (1%) of the total compensation provided to CONTRACTOR by CITY shall constitute specific consideration to CONTRACTOR for the indemnification provided under this Article.

C. CONTRACTOR acknowledges and agrees that CITY assumes no responsibility whatsoever for any property placed at the school crossing locations and that CITY is hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of CONTRACTOR's presence and occupancy at the crossing posts.

D. The indemnification provisions of this Article shall survive the termination or expiration of this Agreement in accordance with all applicable statutory limitations on actions.

ARTICLE 9 INSURANCE

CONTRACTOR shall maintain insurance in the amounts and subject to all conditions set forth in Exhibit 4.

ARTICLE 10 INDEPENDENT CONTRACTOR

Both CITY and CONTRACTOR agree that CONTRACTOR is an independent contractor and not a CITY employee. CONTRACTOR shall have no authority to employ any person as an employee or agent on behalf of the CITY for any purpose. Regardless of CONTRACTOR's request, actual or implied consent, neither CONTRACTOR nor any of its employees or agents hereunder shall be deemed an employee or agent of the CITY nor shall any such person represent himself to others as an employee or agent of CITY. Should any person indicate by written or oral communication to CONTRACTOR or any of its employees or agents, that they believe CONTRACTOR or any of its employees or agents are employees or agents of the CITY, CONTRACTOR shall use its best efforts to correct that mistaken belief.

ARTICLE 11 DEFAULT AND DISPUTE RESOLUTION

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

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

C. If the party receiving written notice of default provides written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within ten (10) calendar days after written notice of same and is continuing, either party may appeal in writing to the City Manager in accordance with Article 15 herein.

Upon receipt of said written appeal or demand, the City Manager may request additional information relating to the dispute from either or both parties which shall be provided within a reasonable time. Upon the City Manager's receipt and timely review of the disputed matter, the City Manager may make a decision regarding the alleged default as he/she deems appropriate under the circumstances. If the City Manager's decision is not implemented within the deadline set forth therein, the ten (10) day advance written notice provision set forth in Article 12 herein shall not apply and it shall be lawful for CITY to immediately terminate this Agreement and in addition to any other remedies provided by law, CITY may possess itself of all rights and privileges heretofore enjoyed by CONTRACTOR.

ARTICLE 12 TERMINATION

A. Termination for Cause. Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 15, ten (10) calendar days to cure said default or breach, and either party may avail itself of the informal Default and Dispute Resolution Procedures set forth in Article 11 or seek other remedies as provided hereunder or by law. CITY may withhold any payments due to the Contractor for the purpose of setoff until the amount of damages due the City from the Contractor is determined.

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated negligent or intentional submission for payment of false or incorrect bills or invoices; failure to perform the Work to CITY's satisfaction; and/or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives set forth in this Agreement.

B. Termination for Convenience of City. Upon thirty (30) calendar days written notice delivered to CONTRACTOR by certified mail, return receipt requested, CITY may without cause and without prejudice to any other right or remedy, terminate this Agreement for convenience whenever it determines that such termination is in the CITY's best interest. Where the Agreement is terminated for the CITY's convenience, the notice of termination to

CONTRACTOR shall state so and also define the extent of the termination. Upon receipt of such notice, CONTRACTOR shall promptly discontinue all services hereunder to the extent indicated on the notice of termination and CITY shall be responsible to pay CONTRACTOR for any Work performed to CITY's satisfaction through the termination date specified in the notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY for CITY's right to terminate this Agreement for convenience, the receipt and adequacy of which CONTRACTOR hereby acknowledges.

C. Cancellation for Unappropriated Funds. CITY reserves the right, in its best interest as determined by CITY, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the CONTRACTOR at least thirty (30) days prior to the effective date of such cancellation. The obligation of the CITY for payment to a CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds unless otherwise provided by law.

ARTICLE 13 NO DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in fulfilling its obligations hereunder, including compliance with the Americans with Disabilities Act. In addition, CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery. CONTRACTOR's compliance with the foregoing non-discrimination provisions are express conditions hereof and any failure by CONTRACTOR to so comply shall be a breach of this Agreement and the CITY may exercise any right as provided herein and as otherwise provided by law.

ARTICLE 14 PUBLIC ENTITY CRIMES ACT

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies

paid by CITY pursuant to this Agreement and may result in debarment from CITY's competitive procurement activities.

ARTICLE 15 NOTICES AND DEMANDS

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

For CITY:

City Manager
City of Pompano Beach
P.O. Drawer 1300
Pompano Beach, Florida 33061
dennis.beach@copbfl.com
(954) 786-4601 office
(954) 786-4504 fax

With a copy to:

Recreation Program Administrator
City of Pompano Beach
1801 NE 6th Street
Pompano Beach, Florida 33060
mark.beaudreau@copbfl.com
(954) 786-4191 office
(954) 86-4113 fax

For CONTRACTOR:

Buffy A. Butler, Managing Member
The Butler Group of South Florida, LLC
3810 Inverrary Boulevard, Suite 205
Lauderhill, FL 33319
bbutler@nextaff.com
(954) 733-0777 office
(954) 733-0444 fax

ARTICLE 16 GOVERNING LAW AND VENUE

The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and CONTRACTOR submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

**ARTICLE 17
CONTRACT ADMINISTRATOR**

The CITY's Recreation Program Administrator or his/her designee shall serve as the CITY's Contract Administrator during the performance of services under this Agreement.

Unless otherwise provided for in writing Buffy Butler shall serve as CONTRACTOR's Contract Administrator during the performance of Work hereunder.

**ARTICLE 18
NO CONTINGENT 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 any other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of CONTRACTOR's breach or violation of this Article, the CITY shall have the right to terminate this Agreement without liability and, at the CITY's sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 19
ATTORNEY'S FEES**

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

**ARTICLE 20
FORCE MAJEURE**

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

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

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

ARTICLE 21 WAIVER AND MODIFICATION

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

CITY and CONTRACTOR may request changes to modify certain provisions of this Agreement, including increasing or decreasing the scope of services to be provided. However, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

ARTICLE 22 MISCELLANEOUS TERMS AND CONDITIONS

A. In case there is conflict between the terms of RFP L-13-16 (Exhibit 1), CONTRACTOR's Proposal (Exhibit 2), and this Agreement, the terms of this Agreement shall prevail.

B. Rights to Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY and CONTRACTOR specifically disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the CITY's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are delivered to CITY as provided herein.

C. Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

D. Conflict of Interest. Neither CONTRACTOR nor any its employees or other agents hereunder shall have or hold any continuing or frequently recurring employment or

contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance hereunder.

CONTRACTOR further agrees that none of CONTRACTOR's officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this paragraph shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section.

E. Schedule and Delays. Time is of the essence in this Agreement. CONTRACTOR affirms that it believes the Work schedule hereunder to be reasonable, however, the parties acknowledge that the schedule may be modified as the CITY directs.

F. Limitation of Liability. CITY desires to enter into this Agreement only if in so doing it can place a limit on its liability for any cause of action for money damages due to CITY's alleged breach of this Agreement so that its liability for any such breach never exceeds the sum of \$1,000. Accordingly, and notwithstanding any other term or condition of this Agreement, CONTRACTOR hereby agrees that the CITY shall not be liable to CONTRACTOR for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the CITY to CONTRACTOR pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon CITY's liability as set forth in Article 768.28, Florida Statutes.

G. Payable Interest. Except as required by the Florida Local Government Prompt Payment Act, CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

H. No person convicted of any offense involving moral turpitude or a felony shall be employed or utilized by CONTRACTOR to provide services hereunder.

I. The CITY reserves the right to approve or reject, for any reason, any of CONTRACTOR's staff hereunder. Criminal background checks for all persons providing services on CONTRACTOR's behalf under this Agreement shall be required and also paid for by CONTRACTOR. No employee or agent of CONTRACTOR shall be authorized to provide services hereunder unless and until the CITY has provided its written approval of such person(s).

J. CONTRACTOR understands and agrees that CITY shall not be liable for any damage or injury by water which CONTRACTOR may sustain in its performance hereunder or for any other damage or injury resulting from CONTRACTOR's carelessness, negligence or improper conduct or by reason of the breakage, leakage, or obstruction of water.

K. The CITY has established a Small Business Enterprise Program and a Local Business Program and encourages CONTRACTOR to seek small and local business participation in its procurement of goods and services hereunder.

ARTICLE 23 SEVERABILITY

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

ARTICLE 24 APPROVALS

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

ARTICLE 25 ABSENCE OF CONFLICTS OF INTEREST

CONTRACTOR represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance hereunder. CONTRACTOR further represents no person having any interest shall be employed or engaged by it for said performance.

CONTRACTOR shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence CONTRACTOR's judgment or quality of services being provided hereunder. Said notification shall identify the prospective business interest or circumstance and the nature of work that CONTRACTOR intends to undertake and shall request the CITY's opinion as to whether such association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by CONTRACTOR.

ARTICLE 26 BINDING EFFECT

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

ARTICLE 27
NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 28
DRUG FREE WORKPLACE

CONTRACTOR acknowledges and agrees that it shall at all times operate a “Drug Free Workplace” as outlined in Florida Statute, Section 287.087.

ARTICLE 29
ENTIRE AGREEMENT AND INTERPRETATION

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

“CITY”

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

Witnesses:

**THE BUTLER GROUP OF SOUTH FLORIDA,
LLC, a Florida limited liability company**

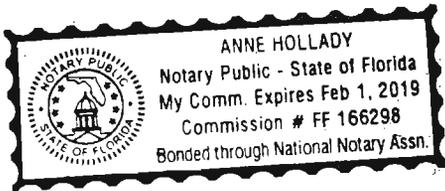
Jonathan Wasser
Kathryn Kern

By: Buffy A. Butler
Buffy A. Butler, Managing Member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24 day of June, 2016, by Buffy A. Butler, Managing Member of The Butler Group of South Florida, LLC, a Florida limited liability company. She is personally known to me or has produced (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

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

FF 166298
Commission Number

L:agr/reer/2016-846f
6-22-16

Exhibit 1

Crossing Guard Agreement

The Butler Group

Bid L-14-16



City of Pompano Beach, Florida

Names of Comms.	M	S	Y	N
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CITY COMMISSION MEETING MINUTES

March 8, 2016

PAGE 51

REGULAR ITEMS - CONTINUED

Mayor Fisher responded that the Commission has requested the updates from staff.

Mayor Fisher asked Horacio Danovich, CIP Manager if all the easements from the property owners have been completed.

Mr. Danovich replied that they are all completed.

Comr. Phillips commented that as these things are done he would like to include his stand of "me too."

Comr. Moss asked for an explanation on a Manager-at-Risk contract.

Mr. Danovich responded that there are different ways of managing a project. Therefore, a construction manager-at-risk is retained for the purposes of being an extension of the City. So, the manager-at-risk would be responsible to do the purchasing, bidding and finding of the contractors instead of the City. In sum, they do the research to find the best prices and products for the City as it relates to suppliers, subcontractors, electrical, irrigation, landscape, and so forth. Thereafter, he/she would present these to the City for final decisions.

Comr. Moss asked how many contractors bid on this contract.

Mr. Sfiropoulos replied that there were seven (7) which were shortlisted to three (3) and Burkhardt ranked the highest.

TIME 03:04:38

ITEM 25

Approval to award Bid L-14-16, School Crossing Guard Service, to the lowest responsive and responsible bidder, The Butler Group of South Florida LLC d/b/a Nextaff, for an annual contract, at an estimated cost of \$571,725.00 per year.

Names of Comms.	M	S	Y	V	V
<u>ROLL CALL</u>					
Dockswell				X	
Hardin	X			X	
Moss				X	
Phillips		X		X	
Burrie				X	
Fisher				X	

CITY COMMISSION MEETING MINUTES

March 8, 2016

PAGE 52

REGULAR ITEMS - CONTINUED

MOTION: To award Bid L-14-16 to the lowest responsive and responsible bidder, The Butler Group of South Florida LLC d/b/a Nextaff

Mark Beaudreau, Recreation Programs Administrator, indicated that staff is seeking Commission's approval of the Bid with the Butler Group of South Florida LLC, who is the current provider of the service.

Tom Terwilliger, 3160 Northwest 1st Avenue, Pompano Beach, FL, is aware that in the past the City has paid for the school crossing guards. However, at some time the City needs to decide to separate the expenses of the School Board versus the expenses of the citizens of Pompano Beach. Therefore, he wondered if this would be the time to "draw the line in the sand" and get the school board to pay for the school crossing guards.

Mayor Fisher noted that the school board is not going to pay for it. Therefore, at this particular time the City has decided to protect its children from crossing the dangerous roads.

Delores Bullard, 212 North Flagler Avenue, Pompano Beach, FL, thinks the City should be responsible for the children who have to cross the streets and it is a wonderful thing that the City is doing.

Comr. Dockswell indicated that if the City ever wanted to "draw a line in the sand" it should not be on the school crossing guards because they are outside of the school building and are on the City streets.

Mayor Fisher thanked Ms. Butler for utilizing 87% of Pompano Beach residents as employees of her organization.

#24

'CMC OF COPANS ROAD'

A REPLAT OF A PORTION OF TRACT 26, IN SECTION 24, TOWNSHIP 48 SOUTH, RANGE 42 EAST, 'PLAT OF SEC'S. 13, 24, 25 & 26, T 48, R 42 S & E', ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 'B', PAGE 164, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND RE-RECORDED IN PLAT BOOK 1, PAGE 8, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

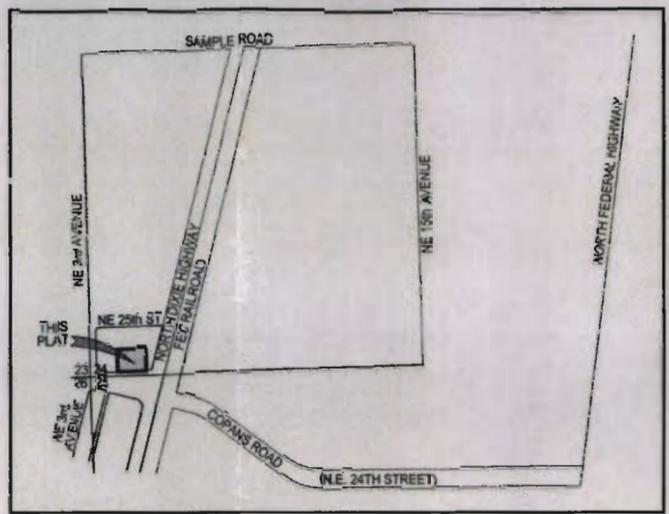
PREPARED BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
954-572-1777
FAX NO. 954-572-1778
DECEMBER, 2015

LEGAL DESCRIPTION:
THE EAST 75 FEET OF THE WEST 344.30 FEET OF THE SOUTH 162.69 FEET, LESS THE SOUTH 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY, AND THE EAST 100 FEET OF THE WEST 269.30 FEET OF THE SOUTH 162.69 FEET, LESS THE SOUTH 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY, BOTH LYING AND BEING IN TRACT 26 IN SECTION 24, TOWNSHIP 48 SOUTH, RANGE 42 EAST 'PLAT OF SEC'S. 13, 24, 25 & 26, T 48, R 42 S & E', ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 'B', PAGE 164, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND RE-RECORDED IN PLAT BOOK 1, PAGE 8, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

DEDICATION:
STATE OF FLORIDA SS
COUNTY OF BROWARD
KNOW ALL MEN BY THESE PRESENTS: THAT CHUCK CARLSON AUTO SALES, INC., A FLORIDA CORPORATION, HAS CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON, SAID PLAT TO BE KNOWN AS 'CMC OF COPANS ROAD'.

IN WITNESS WHEREOF: CHUCK CARLSON AUTO SALES, INC., A FLORIDA CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY Charles R. Carlson, Jr., ITS President, IN THE PRESENCE OF THESE TWO WITNESSES AND ITS CORPORATE SEAL TO BE AFFIXED BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS 15th DAY OF April, 2016 A.D.

WITNESSES:
CHUCK CARLSON AUTO SALES, INC., A FLORIDA CORPORATION
BY: Charles R. Carlson, Jr.
PRINT NAME: Charles R. Carlson, Jr.
TITLE: President
PRINT NAME: Jeff Mead
PRINT NAME: Charles Carlson



LOCATION MAP
A PORTION OF SECTIONS 23, 24, 25 & 26, TOWNSHIP 48 SOUTH, RANGE 42 EAST
NOT TO SCALE

ACKNOWLEDGMENT:
STATE OF FLORIDA SS
COUNTY OF BROWARD
I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, Charles R. Carlson, Jr. President OF CHUCK CARLSON AUTO SALES, INC., A FLORIDA CORPORATION, TO BE THE PERSON DESCRIBED IN AND WHO ACKNOWLEDGED BEFORE ME THAT HE/SHE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED, AND DID NOT TAKE AN OATH.

WITNESS: MY HAND AND OFFICIAL SEAL THIS 15th DAY OF April, A.D. 2016

COMMISSION # FF154432
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: 8-25-2016
PRINT NAME: Charles Tournant



SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY: THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND RECENTLY SURVEYED, SUBDIVIDED AND PLATTED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION. THAT THE SURVEY DATA COMPLIES WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND WITH THE APPLICABLE SECTION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AND FURTHER THAT THE PERMANENT REFERENCE MONUMENTS WERE SET THIS 5TH DAY OF MAY, A.D. 2015, IN ACCORDANCE WITH SECTION 177.081 OF SAID CHAPTER 177. PERMANENT CONTROL POINTS WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY INSURING CONSTRUCTION OF THE REQUIRED SUBDIVISION IMPROVEMENTS.

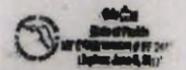
Beth Burns
DATE: APRIL 18, 2016
BETH BURNS
PROFESSIONAL SURVEYOR AND MAPPER NO. LS6136
STATE OF FLORIDA
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
CERTIFICATE OF AUTHORIZATION NUMBER LB3870

MORTGAGEE CONSENT:
STATE OF FLORIDA SS
COUNTY OF BREVARD
KNOW ALL MEN BY THESE PRESENTS: THAT VICTOR MOSS AND BARBARA E. MOSS, TRUSTEES OF THE MOSS FAMILY REVOCABLE TRUST, THE OWNER AND HOLDER OF THAT CERTAIN MORTGAGE DATED JANUARY 17, 1994, FILED IN OFFICIAL RECORDS BOOK 47261, PAGE 374, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES HEREBY CONSENT TO AND JOIN IN THE MAKING AND FILING FOR RECORD OF THE ATTACHED 'CMC OF COPANS ROAD', AND TO THE DEDICATIONS AS SHOWN HEREON.
IN WITNESS: THE UNDERSIGNED HAVE HEREUNTO SET THEIR HANDS AND THE CORPORATE SEAL AFFIXED THERETO THIS 20 DAY OF April, A.D. 2016.

WITNESS: Victor Moss for Barbara Moss
PRINT NAME: Victor Moss BY BARBARA MOSS
TITLE: TRUSTEE
WITNESS: Barbara E. Moss
PRINT NAME: Barbara E. Moss
TITLE: TRUSTEE

ACKNOWLEDGMENT OF MORTGAGEE:
STATE OF Florida SS
COUNTY OF Broward
I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME VICTOR MOSS, TO ME WELL KNOWN TO BE THE PERSON DESCRIBED AND DID NOT TAKE AN OATH AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FREELY AND WHOSE SIGNATURE WAS ACKNOWLEDGED BEFORE ME THIS 20 DAY OF April, A.D. 2016

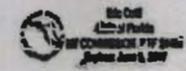
WITNESS: MY HAND AND OFFICIAL SEAL THIS 20 DAY OF April, A.D. 2016



NOTARY PUBLIC - STATE OF Florida
PRINT NAME: Eric Cochran
MY COMMISSION NUMBER: FF2444
MY COMMISSION EXPIRES: August 6, 2017

STATE OF Florida SS
COUNTY OF Broward
I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME BARBARA E. MOSS, TO ME WELL KNOWN TO BE THE PERSON DESCRIBED AND DID NOT TAKE AN OATH AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED BEFORE ME THAT SHE EXECUTED THE SAME FREELY AND WHOSE SIGNATURE WAS ACKNOWLEDGED BEFORE ME THIS 20 DAY OF April, A.D. 2016

WITNESS: MY HAND AND OFFICIAL SEAL THIS 20 DAY OF April, A.D. 2016



NOTARY PUBLIC - STATE OF Florida
PRINT NAME: Eric Cochran
MY COMMISSION NUMBER: FF2444
MY COMMISSION EXPIRES: August 6, 2017

CHUCK CARLSON AUTO SALES, INC., A FLORIDA CORPORATION	PLATTING SURVEYOR	CITY OF POMPANO BEACH	CITY ENGINEER	COUNTY SURVEYOR	COUNTY ENGINEER
---	-------------------	-----------------------	---------------	-----------------	-----------------

CITY OF POMPANO BEACH PLANNING AND ZONING BOARD:
THIS IS TO CERTIFY: THAT THE CITY PLANNING AND ZONING BOARD OF POMPANO BEACH, FLORIDA, HAS APPROVED AND ACCEPTED THIS PLAT THIS 15th DAY OF April, 2016 A.D.

BY: Fred Stacer, CHAIRPERSON
THIS 15th DAY OF April, 2016 A.D.

CITY OF POMPANO BEACH CITY COMMISSION:
STATE OF Florida SS
COUNTY OF BROWARD
THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN ACCEPTED AND APPROVED FOR RECORD BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA IN AND BY RESOLUTION NO. 2016-04, ADOPTED BY SAID CITY COMMISSION THIS 15th DAY OF April, 2016 A.D.

NO BUILDING PERMITS SHALL BE ISSUED FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT UNTIL SUCH TIME AS THE DEVELOPER PROVIDES THIS MUNICIPALITY WITH WRITTEN CONFIRMATION FROM BROWARD COUNTY THAT ALL APPLICABLE CONCURRENCY/IMPACT FEES HAVE BEEN PAID OR ARE NOT DUE.

IN WITNESS WHEREOF: THE SAID CITY COMMISSION HAS CAUSED THESE PRESENTS TO BE ATTESTED BY ITS CITY CLERK AND THE CORPORATE SEAL OF SAID CITY TO BE AFFIXED THIS 15th DAY OF April, 2016 A.D.

BY: Ascleita Hammond, CITY CLERK
BY: Lamar Fisher, CITY MAYOR

CITY OF POMPANO BEACH ENGINEERING DEPARTMENT:
THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD THIS 15th DAY OF April, 2016 A.D.

BY: John Sfiropoulos, P.E., CITY ENGINEER

BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT:
THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD THIS 15th DAY OF April, 2016 A.D.

BY: Director/Designer

BROWARD COUNTY PLANNING COUNCIL:
THIS IS TO CERTIFY: THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVES THIS PLAT SUBJECT TO ITS COMPLIANCE WITH THE DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS THIS 15th DAY OF April, 2016 A.D.

BY: Chairperson

THIS PLAT COMPLIES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL OF THE ABOVE RATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS 15th DAY OF April, 2016 A.D.

BY: Executive Director or Designer

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT

COUNTY RECORDS DIVISION-RECORDING SECTION:
THIS IS TO CERTIFY: THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS 15th DAY OF April, 2016 A.D.

ATTEST: Bertha Henry, COUNTY ADMINISTRATOR
BY: Deputy, MAYOR, COUNTY COMMISSION

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT

COUNTY RECORDS DIVISION-RECORDING SECTION:
THIS IS TO CERTIFY: THAT THIS PLAT WAS FILED FOR RECORD ON THIS 15th DAY OF April, 2016 A.D., AND RECORDED IN PLAT BOOK 1 AT PAGES 8 RECORD VERIFIED.

ATTEST: Bertha Henry, COUNTY ADMINISTRATOR
BY: Deputy

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES AND APPROVED AND ACCEPTED FOR RECORD.

BY: Robert P. Leco, Jr., PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER: LS4030

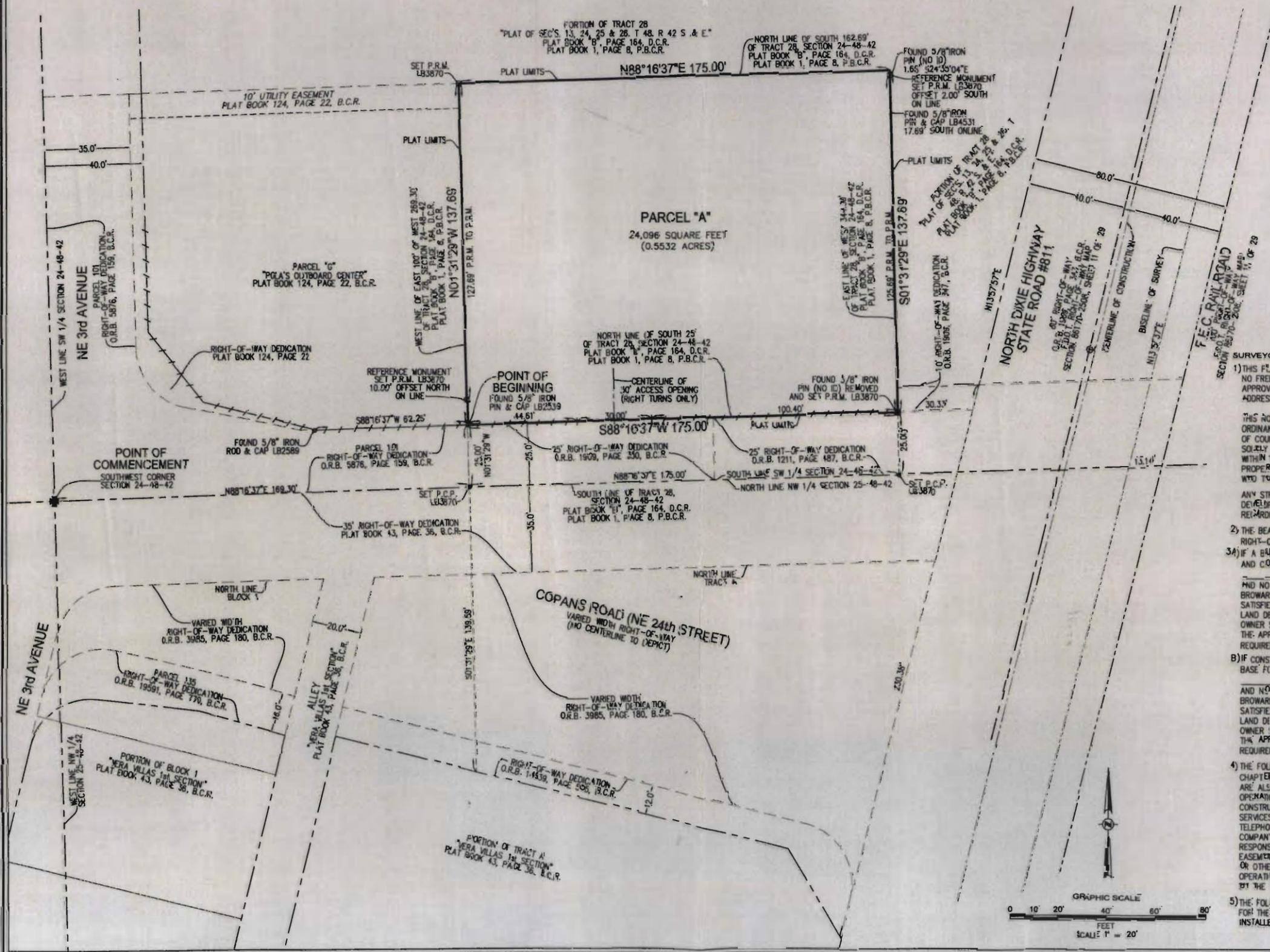
BY: Richard Tornese, DIRECTOR
PROFESSIONAL ENGINEER
FLORIDA REGISTRATION NO. 402633

PREPARED BY
PULICE LAND SURVEYORS, INC.
 5381 NOB HILL ROAD
 SUNRISE, FLORIDA 33351
 954-572-1777
 FAX NO. 954-572-1778
 DECEMBER, 2015

'CMC OF COPANS ROAD'

A REPLAT OF A PORTION OF TRACT 28, IN SECTION 24, TOWNSHIP 48 SOUTH, RANGE 42 EAST,
 "PLAT OF SEC'S. 13, 24, 25 & 26, T. 48, R. 42 S. & E.", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT
 BOOK "B", PAGE 164, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND RE-RECORDED
 IN PLAT BOOK 1, PAGE 8, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHICAL 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 THE CITY AND THIS COUNTY.



- LEGEND:
- P.R.M. DENOTES: PERMANENT REFERENCE MONUMENT (SET 4"X4"X24" CONCRETE MONUMENT WITH 1.3" BRASS DISK STAMPED "PRL LB3870" UNLESS OTHERWISE NOTED)
 - P.C.P. DENOTES: PERMANENT CONTROL POINT (MAG NAIL WITH 1.3" BRASS WASHER STAMPED "PCP LB3870" UNLESS OTHERWISE NOTED)
 - LB DENOTES: LICENSED BUSINESS
 - O.R.B. DENOTES: OFFICIAL RECORD BOOK
 - DENOTES: NON-VEHICULAR ACCESS LINE
 - FDOY DENOTES: FLORIDA DEPARTMENT OF TRANSPORTATION
 - DENOTES: SECTION CORNER
 - DENOTES: CENTERLINE
 - B.C.R. DENOTES: BROWARD COUNTY RECORDS
 - D.C.R. DENOTES: DADE COUNTY RECORDS
 - R/W DENOTES: RIGHT-OF-WAY
 - ID. DENOTES: IDENTIFICATION

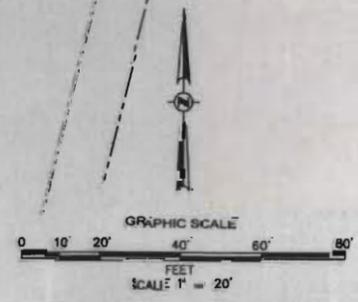
SURVEYORS NOTES:

- THIS PLAT IS RESTRICTED TO 2,500 SQUARE FEET OF COMMERCIAL USE. NO FREE STANDING (OR DRIVE-THRU BANK FACILITIES ARE PERMITTED WITHOUT THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS WHO SHALL REVIEW AND ADDRESS THESE USES FOR INCREASED IMPACTS.

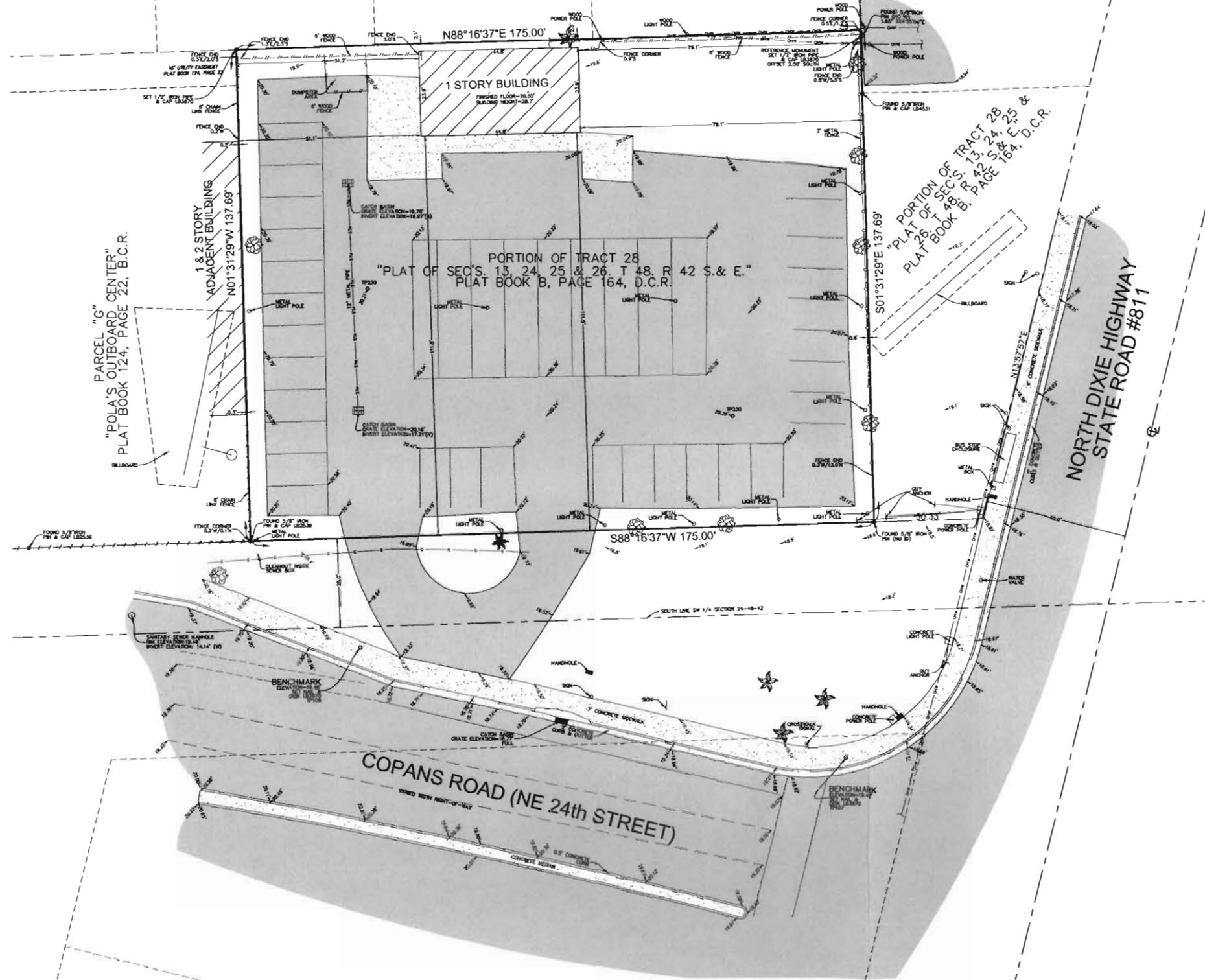
THIS NOTE IS REQUIRED BY CHAPTER 6, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.

ANY STRUCTURE WITHIN THIS PLAT MUST COMPLY WITH SECTION IV, D.1.A, DEVELOPMENT REVIEW REQUIREMENTS, OF THE BROWARD COUNTY LAND USE PLAN, REGARDING HAZARDS TO AIR NAVIGATION.

- THE BEARINGS SHOWN HEREON WERE BASED ON ASSUMED MERIDIAN OF THE NORTH RIGHT-OF-WAY LINE OF COPANS ROAD BEING S88°16'37"W.
- IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY 2021, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME; AND/OR
- IF CONSTRUCTION OF PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY 2021, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME.
- THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT TO CHAPTER 177.091, SUBSECTION (28), FLORIDA STATUTES. PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS NOTE DOES NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- THE FOLLOWING NOTE IS REQUIRED BY THE CITY OF POMPANO BEACH. ALL FACILITIES FOR THE DISTRIBUTION OF UTILITIES OF ELECTRICITY, TELEPHONE, AND CABLE SHALL BE INSTALLED UNDERGROUND.



PORTION OF TRACT 28
 "PLAT OF SEC'S. 13, 24, 25 & 26, T 48, R 42 S. & E."
 PLAT BOOK B, PAGE 164, D.C.R.



- LEGEND**
- CONCRETE
 - ASPHALT PAVEMENT
 - ELEVATION
 - OVERHEAD WRES
 - UNDERGROUND GAS LINE
 - UNDERGROUND STORM SEWER LINE
 - NON-VEHICULAR ACCESS LINE
 - CENTERLINE
 - O.R.B. OFFICIAL RECORDS BOOK
 - TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
 - B.C.R. BROWARD COUNTY RECORDS
 - D.C.R. DADE COUNTY RECORDS
 - FPL FLORIDA POWER & LIGHT COMPANY
 - TREE
 - PALM TREE

LEGAL DESCRIPTION:
 THE EAST 75 FEET OF THE WEST 344.30 FEET OF THE SOUTH 162.69 FEET, LESS THE SOUTH 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY, AND THE EAST 100 FEET OF THE WEST 269.30 FEET OF THE SOUTH 162.69 FEET, LESS THE SOUTH 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY, BOTH LYING AND BEING IN TRACT 28, IN SECTION 24, "PLAT OF SEC'S. 13, 24, 25 & 26, T 48, R 42 S. & E.", AS RECORDED IN PLAT BOOK "B", PAGE 164, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, RE-RECORDED IN PLAT BOOK 1, PAGE 8, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA
 ALSO KNOWN AS:
 THE EAST 75 FEET OF THE WEST 344.30 FEET OF THE SOUTH 162.69 FEET, LESS THE SOUTH 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY, AND THE EAST 100 FEET OF THE WEST 269.30 FEET OF THE SOUTH 162.69 FEET, LESS THE SOUTH 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY, BOTH LYING AND BEING IN TRACT 28 OF THE SUBDIVISION OF SECTION 24, TOWNSHIP 48 SOUTH, RANGE 42 EAST AS RECORDED IN PLAT BOOK "B" AT PAGE 164 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AS RE-RECORDED IN PLAT BOOK 1, PAGE 8, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

- NOTES:**
- 1) THIS SITE CONTAINS 24,096 SQUARE FEET (0.5532 ACRES) MORE OR LESS.
 - 2) ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY BENCHMARK #2991; ELEVATION: 17.448 FEET.
 - 3) FLOOD ZONE: X; BASE FLOOD ELEVATION: NONE; PANEL #125055 0188H; MAP DATE: 8/16/14.
 - 4) THIS SITE LIES IN SECTION 24, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.
 - 5) BEARINGS ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF COPANS ROAD BEING S88°16'37\"/>

CERTIFICATION:
 TO THOMAS ENGINEERING GROUP:
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9, 10, 11(a) OF TABLE A THEREOF.
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
 BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
 STATE OF FLORIDA

NO.	REVISIONS	BY
1		
2		
3		

PROPOSED DUNKIN DONUTS SITE
 345 COPANS ROAD
 POMPANO BEACH, BROWARD COUNTY,
 FLORIDA 33064

BOUNDARY AND TOPOGRAPHIC SURVEY ALTA/ACSM LAND TITLE SURVEY

PULICE LAND SURVEYORS, INC.
 5381 NOB HILL ROAD
 SUNRISE, FLORIDA 33351
 TELEPHONE: (954) 572-1777
 FAX: (954) 572-1778
 E-MAIL: survey@pulicelandsurveyors.com
 CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: L.S. SCALE: 1" = 15'
 CHECKED BY: J.F.P. SURVEY DATE: 7/2/15 FILE: THOMAS ENGINEERING GROUP ORDER NO.: 59295

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