

**POMPANO BEACH  
COMMUNITY REDEVELOPMENT AGENCY**

9

Meeting Date: February 20, 2018

Agenda Item \_\_\_\_\_

**REQUESTED CRA BOARD ACTION:**

Resolution(s)     Consideration     Approval     Other

**SHORT TITLE OR MOTION:**    A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CRA AND CUSHMAN & WAKEFIELD RELATING TO PROVIDING REAL ESTATE ADVISORY AND BROKERAGE SERVICES; PROVIDING AN EFFECTIVE DATE.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Summary of Purpose and Why:**

Staff is seeking CRA Board authorization to execute a service contract between the CRA and Cushman & Wakefield to provide real estate advisory and brokerage services of City and CRA-owned assets located in the proposed downtown district of the Northwest CRA as a result of Cushman & Wakefield being selected the winning bidder in response to the CRA's Request for Proposal (RFP) P-40-17.

**QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:**

- (1) Origin of request for this action:    Staff
- (2) Primary staff contact:    David Hasenauer    Ext.    4655
- (3) Expiration of contract, if applicable:    N/A
- (4) Fiscal impact and source of funding:    N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER
_____	_____	_____	_____
_____	_____	_____	_____

- CRA Executive Director
- CRA Attorney
- Finance Director

  
\_\_\_\_\_  
*Claudia M. McKenna*  
\_\_\_\_\_  
*A. Lem-Flora*

**ACTION PREVIOUSLY TAKEN BY CRA BOARD:**

<u>Resolution</u>	<u>Consideration</u>	<u>Other:</u>
<u>Results:</u>	<u>Results:</u>	<u>Results:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____



P. O. Drawer 1300  
Pompano Beach, FL 33060

Phone: (954) 786-5535  
Fax: (954) 786-7836

---

## MEMORANDUM

**Date:** February 20, 2018

**To:** Pompano Beach CRA Board

**Through:** Kim Briesemeister, Co-Executive Director  
Chris Brown, Co-Executive Director

**From:** David Hasenauer, Northwest CRA Director

**Subject:** Approval of Contract for Brokerage Services for Cushman and Wakefield US, Inc.

---

### Background

Over the past twenty (20) years, the Northwest CRA has assembled over twenty-five (25) acres of land with parcels ranging from approximately .2 to 7.7 acres in size. The majority of the parcels are in the Downtown in an area called the Innovation District, generally located along the busy I-95 corridor and the Atlantic Blvd exit. Due to recent strategic parcel acquisitions, the site is now ready to go to market for private development.

In response to the readiness to go to market, the CRA issued Request for Proposal (RFP) P-40-17. The purpose of the RFP was to select a qualified real estate brokerage firm (Broker) to provide professional services related to real property assets owned by the City of Pompano Beach ("City") and the Pompano Beach Community Redevelopment Agency ("CRA"). The Innovation District assemblage was the focus of this RFP.

Five (5) responses were received to the solicitation. The Selection/Evaluation Committee met on August 31, 2017, (in a public meeting) to review and evaluate the responses. All responses were scored, and the Committee decided that oral presentations would not be required as the scoring results showed sufficient distinction between the responding firms. The highest-ranked firm was Cushman and Wakefield US, Inc. (Cushman & Wakefield). Approval of the ranking order presented by the Selection/Evaluation Committee was requested, and authorization occurred October 17, 2017. The City Commission also approved the ranking on October 10, 2017.

Cushman & Wakefield will be responsible for assisting the City and CRA with brokerage services, which include: (i) providing advice regarding property valuation; (ii) portfolio organization and analysis; (iii) strategic planning for property leasing and/or disposal; (iv) listing



P. O. Drawer 1300  
Pompano Beach, FL 33060

Phone: (954) 786-5535  
Fax: (954) 786-7836

---

services for sale of City surplus property and CRA property; and (v) overseeing escrow for such sales. The deliverables include valuation, marketing and strategic planning reports, review of bid documents and other tasks as specified in each task order that may be issued during the term of the agreement.

A draft agreement was attached to the RFP as Addendum B. Staff was authorized to negotiate the service contract and has changed two (2) critical terms relating to compensation for services, sales terms and exempted parties.

**PARCEL DISPOSITION:** Four (4%) percent of the Disposition Value; provided, however, if an outside broker procures the purchaser, City or CRA shall pay Contractor Five (5%) percent of the Disposition Value, out of which Contractor will pay to such outside broker an equitable portion (but not more than half) of the total compensation and retain the balance as its compensation.

**BULK SALE:** Five (5%) percent of the Disposition Value; provided, however, if an outside broker procures the purchaser, City or CRA shall pay Contractor Six (6%) percent of the Disposition Value, out of which Contractor will pay to such outside broker an equitable portion (but not more than half) of the total compensation and retain the balance as its compensation. A sale is considered a Bulk Sale if it is comprised of more than fifteen (15%) percent of total land area offered for sale by the City/CRA.

**EXEMPTED PARTIES:** All current parties the CRA is negotiating with have been exempted from the receipt of commission by C&W or C&W will receive a reduced commission. Therefore, C&W will not be unjustly enriched for work the CRA has already completed.

**Staff Recommendation:**

Staff recommends the approval of the Contract for Brokerage Services. The Innovation District will provide a tremendous economic boom to the City of Pompano Beach. It is imperative that the private sector has every opportunity to provide value to the NWCRA.

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**

**A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CRA AND CUSHMAN & WAKEFIELD RELATING TO PROVIDING REAL ESTATE ADVISORY AND BROKERAGE SERVICES; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

**SECTION 1.** The Service Contract between the Pompano Beach Community Redevelopment Agency and Cushman and Wakefield US, Inc. relating to real estate brokerage and advisory services for City and CRA-owned assets in the downtown district of the NWCRA (the Agreement), a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** The proper officials are hereby authorized to execute the Agreement, together with such other documents as may be required to effectuate the Agreement.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of February, 2018.

\_\_\_\_\_  
**LAMAR FISHER, CHAIRPERSON**

**ATTEST:**

\_\_\_\_\_  
**CATHY TRENKLE, SECRETARY**

## SERVICE CONTRACT

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (“Effective Date”), by the CITY OF POMPANO BEACH (“City”), the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”), and CUSHMAN & WAKEFIELD OF FLORIDA, LLC, a Florida limited liability company (“Contractor”).

**WHEREAS**, City issued Request for Proposals No. P-40-17 (the “RFP”) for brokerage services to assist with disposition of City and CRA owned properties identified in the RFP (the “Properties”); and

**WHEREAS**, by Interlocal Agreement dated July 3, 2017, City authorized CRA to act on its behalf to dispose of City-owned properties; and

**WHEREAS**, City and CRA require services relating to disposition of the Properties which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

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

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

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit “A” – Scope of Work; Attachment “A” – List of Properties; Exhibit “B” insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.
2. Purpose. City and CRA hereby contract with Contractor to provide strategic real estate advisory services upon the terms and conditions herein set forth.
3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit “A” (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.
4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.
5. Renewal. In the event City and CRA determine the Contractor to be in full compliance with this contract and Contractor’s performance to be satisfactory, then City and CRA, with City Commission and CRA approval, shall have the option to renew this contract for an additional period of one (1) year upon the written consent of City, CRA and the Contractor, and provided that City and CRA will provide notification within sixty (60) days of the expiration or termination date of its intention.
6. Maximum Obligation. City and CRA agree to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise

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

7. Compensation Formula. Contractor acknowledges that the City and CRA contemplate disposition of the Properties that may not include sales of the Properties. Accordingly, Contractor's compensation will be calculated based on determination of the value assigned to the disposition (the "Disposition Value"). For ease of reference, the party who desires the disposition of property(ies) will be referred to as "purchaser," even though the disposition may not be a sale. City or CRA (depending on the property) agree to pay Contractor for performance of the services set forth in this Agreement as follows:

**PARCEL DISPOSITION:** Four (4%) percent of the Disposition Value; provided, however, if an outside broker procures the purchaser, City or CRA shall pay Contractor Five (5%) percent of the Disposition Value, out of which Contractor will pay to such outside broker an equitable portion (but not more than half) of the total compensation and retain the balance as its compensation.

**BULK SALE:** Five (5%) percent of the Disposition Value; provided, however, if an outside broker procures the purchaser, City or CRA shall pay Contractor Six (6%) percent of the Disposition Value, out of which Contractor will pay to such outside broker an equitable portion (but not more than half) of the total compensation and retain the balance as its compensation. A sale is considered a Bulk Sale if it is comprised of more than fifteen (15%) percent of total land area offered for sale by the City/CRA.

**Computation of Disposition Value:** The compensation shall be computed in accordance with the above rates based upon the gross disposition value of a ground lease or other non-sale transaction or the gross sales price, if any, which shall include any mortgages, loans or other obligations of City or CRA which may be assumed by purchaser or which purchaser takes title "subject to," and any purchase money loans or mortgages taken back by City or CRA.

8. Exempted Parties. If the disposition of one of the Properties listed on Attachment "A" occurs with an entity listed on Exhibit "C" during the first 120 calendar days after the Effective Date, Contractor shall be paid reduced compensation by the City or CRA. The reduced compensation shall be paid to Contractor according to the following rate schedule:

- If Properties are disposed of by the City or CRA to an entity listed on Exhibit "C" within the first sixty (60) days from the Effective Date – Contractor shall be paid a reduced rate of one percent (1%) for the disposition of any Properties.
- If Properties are disposed of by the City or CRA to an entity listed on Exhibit "C" within the first ninety (90) days from the Effective Date – Contractor shall be paid a reduced rate of two percent (2%) for the disposition of any Properties.
- If Properties are disposed of by the City or CRA to an entity listed on Exhibit "C" within the first 120 days from the Effective Date – Contractor shall be paid a reduced rate of three percent (3%) for the disposition of any Properties.

A list of all Exempted Parties is set forth in Exhibit "C" (Exempted Parties), attached hereto and by reference incorporated herein and made a part hereof. This applies to all subsidiaries, parent companies, agents, successors, heirs and assignees of the listed parties. **For purposes of clarification, if a disposition to an entity listed on Exhibit "C" closes on or after 120 days after the Effective**

**Date of this Service Contract, Contractor shall be owed, due, and paid by the City or CRA its full non-reduced compensation rate pursuant to the payment terms of this Service Contract.**

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

Invoices shall be submitted simultaneously with any disposition of the Properties.

10. Payment. All payments by the City or CRA shall be made after the service has been provided. All payments of compensation to Contractor shall be paid in full at the time of the disposition or transfer of title to any of the Properties (shown on Attachment "A" attached hereto and incorporated by reference) and City or CRA's receipt of an invoice from Contractor, except in the case of an installment purchase contract, in which case the compensation shall be paid in full at the time of full execution and delivery of the installment purchase contract between City or CRA and purchaser and City or CRA's receipt of an invoice from Contractor.

11. Disputes.

A. Any factual disputes between City and/or CRA and the Contractor in regard to this Agreement shall be directed to the City Manager whose decision regarding such dispute shall be final.

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

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

**If to Contractor:**      **Christopher J. Metzger**  
**Cushman & Wakefield of Florida, LLC**  
**225 NE Mizner Boulevard, Suite 300**  
**Boca Raton, FL 33432**

**with a copy to:**      **Legal Department**  
**Cushman & Wakefield of Florida, LLC**  
**225 West Wacker Drive, Suite 3000**  
**Chicago, IL 60606**

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

**If to CRA:**              Pompano Beach Community Redevelopment Agency  
City Manager  
P.O. Box 1300  
Pompano Beach, Florida 33060

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

14. Termination. This Agreement may be terminated without cause by any party upon thirty (30) days' prior written notice to the other party.

If a party claims another party 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. Each party shall be entitled to have representatives present at any such meeting or conference.

If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) business days to cure said default after receiving prior written notice from the other party.

If the party receiving written notice of default provides written notice denying same within ten (10) business days of receipt or the alleged default has not been remedied within ten (10) business days after receipt of written notice and is continuing either party shall have the right to terminate this Agreement immediately upon delivery of the written notice to the defaulting party of its election to do so.

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

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

17. Indemnity. The Contractor shall defend, indemnify and hold City and CRA, their officers, officials, employees, and authorized agents harmless from any claims, injuries, damages, losses or suits including reasonable attorney fees, to the extent arising out of the Contractor's negligence, willful misconduct, fraud, and actions outside the scope of Contractor's authority hereunder, except for injuries and damages caused by the sole negligence of the City or CRA.

18. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City or CRA, and it is agreed that said consent must be sought in writing (e-mail request being sufficient) by Contractor not less than thirty (30) days prior to the date of any proposed assignment. Contractor acknowledges that an assignment requires a written agreement signed by the Assignee and approved by City and CRA.

19. Performance Under Law. The Contractor, City and CRA, in the performance of their respective duties under the Agreement, agree to comply with all applicable local, state and/or federal Service Contract

laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

20. Audit and Inspection Records. The Contractor, its agents, brokers and employees, shall permit the authorized representatives of the City and CRA to inspect and audit all applicable data and records of the Contractor, if any, relating to the Contractor's performance under this Service Contract until the expiration of three (3) years after final payment under this contract.

The Contractor further agrees to include in any contracts with agents, brokers and employees a provision to the effect that such agents, brokers and employees agree that City and CRA or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under such contracts, have access to and the right to examine any directly pertinent books, documents, papers and records of such agents, brokers and employees related to such contracts.

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

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

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

24. Public Records.

A. The City of Pompano Beach and the Pompano Beach Community Redevelopment Agency are public agencies subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City and CRA in order to perform the services described in Exhibit "A".

2. Upon request from the City or CRA's custodian of public records, provide the City or CRA 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 required by law, statute, regulation, or legal process for the duration of the contract term and for a period of three (3) years from the following expiration or termination of this Service Contract if the Contractor does not transfer the records to the City and CRA.

4. Upon the written request of the City or CRA, Contractor shall transfer, all public records in possession of the Contractor, or keep and maintain public records required by the City and CRA to perform the services described in Exhibit "A". If the Contractor transfers all public records to the City or CRA upon the written request of the City or CRA, 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 or CRA, upon request from the City or CRA's custodian of public records. Any obligation to return the public records belonging to the City or CRA or destroying the same does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of Contractor's information systems procedures, provided that such copies continue to be subject to the terms hereof.

B. Failure of the Contractor to provide the above described public records to the City or CRA 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](mailto:RecordsCustodian@copbfl.com)**

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

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

27. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. No amendments, changes, or modifications may be made to this agreement without the express written consent of each of the parties.

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

29. Counterparts. This Agreement may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

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

31. Referrals. During the term of this agreement, City and CRA will refer to Contractor all inquiries and offers received by City or CRA with respect to disposition of the Properties, regardless of the source of such inquiries or offers.

32. Post-Term Protection Period. If, during the term hereof, City or CRA disposes of any interest in the Properties listed in Attachment "A", City or CRA will pay to Contractor compensation in accordance with Section 7 hereinabove. Within ten (10) days after the end of the term, Contractor will provide to City and CRA a list of prospective purchasers to whom the Properties were submitted to by any party during the term. If a prospective purchaser, appearing on the list, enters into a disposition agreement within 180 days after the end of the term, and thereafter the disposition occurs, City or CRA will pay compensation to Contractor as provided above. City and CRA agree that such 180-day period will be extended for so long as negotiations with a prospective purchaser on the list are continuing.

33. Outside Broker. If City recognizes an outside broker authorized to represent the purchaser in a transaction for which a commission is payable hereunder, City will request such outside

broker to agree to accept the outside broker portion of the commission computed and payable in accordance with Section 7 hereinabove, and if such outside broker agrees, City will pay Contractor the commission computed and payable in accordance with Section 7 hereinabove out of which Contractor will pay to such outside broker its agreed upon commission and retain the balance of the commission as Contractor's compensation. If the outside broker does not so agree, then negotiations will be suspended until such agreement is obtained. The term "outside broker" means a broker other than **Christopher Metzger**.

34. Representation of Purchaser. Contractor may only represent potential purchasers if City and CRA consent to such dual representation in writing.

35. Fees and Expenses. If either party commences litigation against the other party to enforce its rights under this agreement, the prevailing party will be entitled to recover from the other party the costs and expenses (including reasonable attorneys' fees) incurred.

36. Authority. City and CRA represents that they are in fact the owners of the respective Properties listed on Attachment "A" and have the right to dispose of the Properties. The individuals signing below represent that they are authorized to sign this agreement on behalf of the entity indicated.

37. Professional Advice. Contractor recommends that City and CRA obtain legal, tax or other professional advice relating to this agreement and the proposed disposition of the Properties as well as the condition and/or legality of the Properties, including, but not limited to, the Properties' improvements, equipment, soil, tenancies, title, environmental aspects and compliance with the Americans with Disabilities Act. Contractor will have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by City, CRA and Contractor. City and CRA further agree that in determining the financial soundness of any prospective purchaser, City and CRA will rely solely upon their own investigation and evaluation, notwithstanding Contractor's assistance in gathering any financial information.

38. OFAC. Each party represents and warrants to the other party that it, and all persons and entities owning (directly or indirectly) an ownership interest in it: (a) are not, and will not become, a person or entity with whom a party is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; and (b) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.

39. Broker Regulatory or Statutory Provisions. It is unlawful for either City, CRA or Contractor to discriminate against any persons because of their race, color, religion, national origin, sex, handicap or family status.

40. Disclosure. The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with Owner, the broker may claim a lien against Owner's net sales proceeds for the brokers' commission. The broker's lien rights under the act cannot be waived before the commission is earned.

The City and CRA hereby promise and agree with the Contractor to employ and do employ the Contractor to provide the materials, if any, and to do and cause to do and be done the below described work and to complete and finish the same according to the attached Exhibit A - Scope of Work and the terms and conditions herein contained and hereby contract to pay for the same according to the compensation formula referenced in Section 7 hereinabove, at the time and in the manner and upon the conditions provided for in this Service Contract.

The parties for themselves and for their respective heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all the covenants herein contained upon the part of either party.

It is further provided that no liability shall be attached to the City, CRA or Contractor by reason of entering into this contract, except as expressly provided herein.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
GREGORY P. HARRISON, 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 \_\_\_\_\_, 2018 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**“CONTRACTOR”**

**Cushman & Wakefield of Florida, LLC**

(Print or type name of company here)

Witnesses:

\_\_\_\_\_

(Print or Type Name)

\_\_\_\_\_

(Print or Type Name)

By: \_\_\_\_\_

Print Name: Mark Pateman

Title: Managing Principal

Business License No. \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Mark Pateman as Managing Principal Of Cushman & Wakefield of Florida, LLC, and a Florida limited liability company on behalf of the limited liability company. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY’S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

l:agr/genl srvs/service contract

**EXHIBIT “A”**  
**Scope of Services**

The selected Contractor shall:

1. Review and assess all City/CRA-owned vacant and/or underutilized properties, totaling approximately sixty-five (65) parcels, related to Attachment “A”, and other related properties as identified by the City or CRA.

2. Review Attachment “A” and provide additional recommended edits to the document based on current market conditions and considerations.

3. Evaluate City and CRA-owned vacant and/or underutilized land; provide an assessment of revenue potential.

4. Provide current and up to date market forecasts for multiple asset classes, including, but not limited to, commercial, residential, hotel and light industrial/clean tech real estate markets.

5. Evaluate all regulatory documents related to the development of the site(s) and identify any regulatory obstacles that could affect the sale of the properties and provide the basis for the identified issues.

6. In coordination with the CRA, prepare the disposition schedule and prepare monthly updates on the status of the sale of the properties.

7. Aggressively market and promote the sale of the CRA and City owned properties or redevelopment opportunities focusing on the City’s end goal of developing an innovation district in the Downtown.

8. Keep current listing of all parcels on LoopNet, MLS, CoStar, the City and CRA’s website and other industry related sites including ULI, NAIOP, SIOR, ICSC, etc.

9. Periodically, and at mutually agreed upon dates, present to applicable City and CRA staff, advisory committees, City Management, City Commission or the CRA Board the status of the sale of the properties.

All real estate transactions shall be processed with approval of either the City or the CRA in accordance with applicable rules, regulations and ordinances of the City of Pompano Beach or Florida State Statute Chapter 163, Part III. All compensation will be paid by the seller from proceeds from the buyers.

Attachment "A"

List of Properties

CRA Owned Lands			
	Folio Number	Legal Description	Acres
Lot 1	48-42-35-22-0010	BEVILL & SAXONS ADD 3-2 B LOT 1 TO 3, LESS BEGIN NW COR OF LOT 3, E 150 TO E/L LOT 1, S 36.46, W 150.47 TO W/L LOT 3, N 24.70 TO POB, 43,44 AKA: PARCEL A CASE #02-018487	0.47
Lot 2	48-42-35-22-0240	BEVILL & SAXONS ADD 3-2 B LOT 42	0.17
Lot 3	48-42-35-22-0230	BEVILL & SAXONS ADD 3-2 B LOT 41	0.18
Lot 4	48-42-35-22-0220	BEVILL & SAXONS ADD 3-2 B LOT 40	0.18
Lot 5	48-42-35-22-0210	BEVILL & SAXONS ADD 3-2 B LOT 39	0.18
Lot 6	48-42-35-22-0200	BEVILL & SAXONS ADD 3-2 B LOT 38	0.18
Lot 7	48-42-35-22-0190	BEVILL & SAXONS ADD 3-2 B LOT 37	0.18
Lot 8	48-42-35-00-1030	35-48-42 LOT 50 X 125 IN NW COR OF W 1 AC OF N1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD	0.09
Lot 9	48-42-35-00-1040	35-48-42 W 1 AC LESS E 100 & LESS W 50 OF N 125 OF N1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD	0.34
Lot 10	48-42-35-00-1050	35-48-42 E 100 OF W 1 AC OF N1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4, LESS BEGIN NW COR OF SAID PARCEL, E ALG N/L 100, S 56.28, W 100.02, N 54.51 TO POB FOR R/W TO CITY	0.24
Lot 11	48-42-35-00-1060	35-48-42 E 150 OF W 424 OF N 158.59 OF N1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD	0.37
Lot 12	48-42-35-05-0010	35-48-42 W 50 OF S1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD	0.18
Lot 13	48-42-35-05-0020	35-48-42 E 50 OF W 100 OF S1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD	0.19
Lot 14	48-42-35-05-0030	35-48-42 E 50 OF W 150 OF S1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD	0.19
Lot 15	48-42-35-05-0040	35-48-42 E 50 OF W 200 OF S1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD	0.19
Lot 16	48-42-35-05-0050	35-48-42 E 50 OF W 250 OF S1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD	0.19
Lot 17	48-42-35-05-0060	35-48-42 E 50 OF W 300 OF S1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD	0.19
Lot 18	48-42-35-05-0070	35-48-42 E 50 OF W 350 OF S1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD	0.19
Lot 19	48-42-35-05-0080	35-48-42 E 50 OF W 400 OF S1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD	0.19
Lot 20	48-42-35-05-0090	35-48-42 E 50 OF W 450 OF S1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD & LESS POR DESC IN OR 36893/1127 DESC AS E 27.5 OF SAID PAR	0.09
Lot 21	48-42-35-20-0190	WOODRUFFS ADD 2-55 PB LOT 27	0.17
Lot 22	48-42-35-20-0180	WOODRUFFS ADD 2-55 PB LOT 26	0.17
Lot 23	48-42-35-20-0170	WOODRUFFS ADD 2-55 PB LOT 25	0.17
Lot 24	48-42-35-20-0160	WOODRUFFS ADD 2-55 PB LOT 24	0.16
Lot 25	48-42-35-20-0150	WOODRUFFS ADD 2-55 PB LOT 23	0.17
Lot 26	48-42-35-20-0140	WOODRUFFS ADD 2-55 PB LOT 22	0.16
Lot 27	48-42-35-20-0130	WOODRUFFS ADD 2-55 PB LOT 21	0.16

Attachment "A" – Continued

Lot 28	48-42-35-20-0120	WOODRUFFS ADD 2-55 PB LOT 20	0.17
Lot 29	48-42-35-20-0110	WOODRUFFS ADD 2-55 PB LOT 19	0.17
Lot 30	48-42-35-20-0208	WOODRUFFS ADD 2-55 PB LOTS 34 LESS W 30 & LESS S 15, 35 W 36 LESS S 15	0.17
Lot 31	48-42-35-20-0200	WOODRUFFS ADD 2-55 PB LOTS 35 LESS W 36 & LESS S 15, 36 W 42 LESS S 15	0.16
Lot 32	48-42-35-20-0201	WOODRUFFS ADD 2-55 PB LOTS 30 LESS W 6 & LESS S 15, 31 W 12 LESS S 15	0.16
Lot 33	48-42-35-20-0100	WOODRUFFS ADD 2-55 PB LOT 18	0.16
Lot 34	48-42-35-20-0090	WOODRUFFS ADD 2-55 PB LOT 17	0.16
Lot 35	48-42-35-20-0070	WOODRUFFS ADD 2-55 PB LOT 15 & 16 LESS W 6 & TOGETHER WITH W 1/2 OF VACD POR OF NW 3RD AVE LYING E & ADJ TO LOT 15	0.42
Lot 36	48-42-35-20-0051	WOODRUFFS ADD 2-55 PB LOT 10 E 35.50, 14 E 35.50 & TOGETHER WITH W 1/2 OF VACD NW 2ND AVE LYING E & ADJ TO SAID LOTS	0.30
Lot 37	48-42-35-20-0030	WOODRUFFS ADD 2-55 PB LOTS 3 TO 5 LESS ST, 6 LESS BEG AT SW COR LOT 6, RUN E 109.1, NE 5.51, W 109.1, S 4.32 TO POB & LESS ST & LESS PARCEL 124 PER CA 87-07859; & TOGETHER WITH POR OF E 1/2 OF VACD NW 2ND AVE LYING W & ADJ TO LOTS 3 TO 8	0.18
Lot 38	48-42-35-20-0042	WOODRUFFS ADD 2-55 PB POR LOT 6 DESC AS BEG SW COR LOT 6, E 109.10, NE 5.51, W 109.10, SLY 4.32 TO POB & LOTS 7, 8 & 9, LESS COMM SW COR LOT 9, E 24.15 TO POB E 84.97, NE 99.11, W 58.54, SW 109.42 TO POB & TOGETHER WITH E 1/2 OF VACD NW 2ND AVE LYING W & ADJ TO LOTS 6 THRU 9	0.10
Lot 39	48-42-35-00-1160	35-48-42 E 70 OF S 1/2 OF SE 1/4 OF SE 1/4 OF SW 1/4 LESS S 78.38 FOR C & SFFCD LESS PAR 135 FOR RD R/W	0.30
Lot 40	48-42-35-08-0310	RE-SUBDIVISION OF LOT 15 OF SUBDIVISION OF SEC 35 T 48S R 42E B-78 D LOT 14 LESS C & SFFCD & LESS R/W AS DESC IN OR 2462/768 & LESS OR 2899/927, 15 LESS R/W AS DESC IN OR 2462/768 & LESS OR 2899/927, 16 LESS R/W AS DESC IN OR 2462/768 & LESS OR 2899/927 ALL LESS THEREFROM PAR 130 IN CA 87-07504	0.52
Lot 41	48-42-34-01-0180	RAINELLE TERRACE 4-25 B LOT 18	0.21
Lot 42	48-42-34-010170	RAINELLE TERRACE 4-25 B LOT 17	0.18
Lot 43	48-42-34-01-0130	RAINELLE TERRACE 4-25 B LOT 13	0.18
Lot 44	48-42-34-01-0120	RAINELLE TERRACE 4-25 B LOT 12	0.18
Lot 45	48-42-34-01-0080	RAINELLE TERRACE 4-25 B LOT 6 LESS BEG AT NW COR OF LOT 6, S 50, E 118.98 TO BEG OF CUR NWLY ARC DIST OF 113.75, W 21.93 TO POB	0.12
Lot 46	48-42-35-04-0050	35-48-42 N 50 OF S 450 OF W 183 OF W 1/2 OF SW 1/4 OF SW 1/4 OF SW 1/4 LESS E 30 FOR ST	0.18
Lot 47	48-42-35-04-0010	35-48-42 N 41.45 OF W 183 OF W 1/2 OF SW 1/4 OF SW 1/4 OF SW 1/4 LESS E 30 FOR ST	0.15
Lot 48	48-42-35-00-0910	35-48-42 W 1/2 OF S 1/2 OF NW 1/4 OF SW 1/4 OF SW 1/4 LESS E 150 & LESS BEG AT NW COR OF SAID W 1/2, ELY 183.02 M/L, SLY 12.28, WLY 183.03 M/L, NLY 9.69 TO	1.2
Lot 49	48-42-35-00-0880	35-48-42 E 130 OF W 1/2 OF S 1/2 OF NW 1/4 OF SW 1/4 OF SW 1/4 LESS BEG NE COR OF W 1/2 OF S 1/2 OF NW 1/4 OF SW 1/4 OF SW 1/4, SLY 14.42, WLY 130.02, NLY 12.57,	0.9
Lot 50	48-42-35-04-0210	35-48-42 N 335.99 OF S 835.99 OF E 129.98 OF W 1/2 OF SW 1/4 OF SW 1/4 OF SW 1/4	1.01
Lot 51	48-42-35-20-0205	WOODRUFFS ADD 2-55 PB LOTS 33 LESS W 24 & LESS S 15, 34 W 30 LESS S 15	0.17

Attachment "A" – Continued

Lot 52	48-42-35-00-0930	35-48-42 E 1/2 OF SW 1/4 OF SW 1/4 OF SW 1/4 LESS S 59.06 FOR C & SFFCD & LESS BOTH PTS A & B OF PAR 370 OF CA 73-11501	3.44
Lot 53	48-42-35-00-0920	35-48-42 E 1/2 OF S 1/2 OF NW 1/4 OF SW 1/4 OF SW 1/4 S OF RD & THAT PT OF E 1/2 OF N 1/2 OF NW 1/4 OF LOT 13 S OF HAMMOND RD, LESS PT DESC IN OR 8803/691 FOR RD	2.34
Lot 54	48-42-35-81-0010	HOBBS SUMMIT 173-136 B PARCEL A	0.29
Lot 55	48-42-35-20-0204	WOODRUFFS ADD 2-55 PB LOTS 32 LESS W 18 & LESS S 15, 33 W 24 LESS S 15	0.17
Lot 56	48-42-35-78-0010	JOHNS CORNER-FIRST ADDITION 172-47 B ALL OF SAID PLAT	1.17
Lot 57	48-42-35-00-0873	35-48-42 E 1/2 OF SW 1/4 OF NE 1/4 OF SW 1/4 OF SW 1/4 LESS BEG NE COR OF SW 1/4 OF NE 1/4 OF SW 1/4 OF SW 1/4, WLY 166.53, SLY 17.49, ELY 166.58, NLY 23 TO POB & LESS	0.87
Lot 58	48-42-35-21-0130	NELSON PARK 2-95 PB LOTS 15, 16 & 17, ALL LESS E 10 FOR STREET	0.52
Lot 59	48-42-35-21-0060	NELSON PARK 2-95 PB LOT 8 LESS N 8	0.11
Lot 60	48-42-35-21-0070	NELSON PARK 2-95 PB LOT 9 LESS N 8 FOR RD	0.11
Lot 61	48-42-35-00-0980	35-48-42 S 150 OF E 1/2 OF E 1/2 OF SE 1/4 OF SW 1/4 OF SW 1/4 LESS W 25 & LESS C & SFFCD R/W & LESS PAR 100 FOR RD R/W	0.16
	<b>City Owned Lands</b>		
Lot 62	48-42-35-04-0200	35-48-42 N 50 OF S 300 OF E 129.96 OF W 1/2 OF SW 1/4 OF SW 1/4 OF SW 1/4	0.15
Lot 63	48-42-35-00-1022	35-48-42 N 69.65 OF COMM SW COR W 1/2 OF W 1/2 OF SE 1/4 OF SW 1/4 OF SW 1/4 N 510.85 TO POB, N 126.68, ELY 161.55, S 62.37, W 5, S 64.31, WLY 156.54 TO POB & N 69.65 OF BEG	0.27
Lot 64	48-42-35-20-0191	WOODRUFFS ADD 2-55 PB LOT 28	0.16
Lot 65	48-42-35-20-0050	WOODRUFFS ADD 2-55 PB LOTS 10 LESS E 35.50, 11, 12, 13 & 14 LESS E 35.50 & TOGETHER WITH VAC S 1/2 OF SPRUCE AVE LYING N & ADJ TO LOTS 12, 13, 14 & E 1/2 OF VAC'D NW 3RD AVE LYING W &	1.20

**EXHIBIT "B"**  
**INSURANCE REQUIREMENTS**

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received.

CONTRACTOR is responsible to deliver to the CITY for timely review Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and the general liability and auto insurance shall include on a primary basis as to Contractor's express obligations under the indemnity provisions of this agreement, the CITY as an additional insured.

CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default.

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

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance
  - a. Including the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's gross negligent acts or omissions in connection with Contractor's performance under this Agreement.
  - b. Such Liability insurance shall include the following checked types of insurance and indicated policy limits.

<b>Type of Insurance</b>	<b>Limits of Liability</b>
<b>GENERAL LIABILITY:</b>	\$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on an occurrence basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
— explosion & collapse hazard	
— underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined

XX broad form property damage      bodily injury and property damage combined  
 XX independent contractors      personal injury  
 XX personal injury

-----  
**AUTOMOBILE LIABILITY:**      \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form  
 — owned  
 — hired  
 — non-owned

-----  
**REAL & PERSONAL PROPERTY**

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

-----  
**EXCESS LIABILITY**      Per Occurrence      Aggregate  
 — other than umbrella      bodily injury and property damage combined      \$1,000,000      \$1,000,000

-----  
**PROFESSIONAL LIABILITY**      Per Occurrence      Aggregate  
 XX \* Policy to be written on an occurrence or claims made basis      \$1,000,000      \$1,000,000

c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall survive the termination or expiration of the Agreement for a period of two (2) years unless terminated sooner by the applicable statute of limitations.

3. Employer's Liability. CONTRACTOR shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

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

- a. Certificates of Insurance evidencing the required coverage;
- b. Names of companies providing coverage; and
- c. Effective and expiration dates of policies.

5. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for the general

liability, auto, and workers compensation policies only. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis. Contractor will not waive its subrogation rights if a loss is caused by City's negligence.

Contractor shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) business days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

**EXHIBIT "C"**  
**Exempted Parties**

1. Hadar Homes, Llc  
300 S. Pine Island Road  
Suite 309  
Plantation, Florida 33324
  
2. Da Tang Investment Group  
1200 Brickell Ave #505  
Miami, Fl 33131
  
3. E2L Holdings, LLC  
319 Running Wind Lane  
Maitland, Fl 32751
  
4. Harbour Realty Advvisors, Inc.  
1135 Kane Concourse  
4th Floor  
Bay Harbor Islands, Fl 33154
  
5. Miami Design Capital  
800 Brickell Avenue  
Suite 1400  
Miami, Fl 33131
  
6. Sterling Bay Development  
1040 West Randolph Street,  
Chicago, Illinois 60607



Florida's Warmest Welcome

**CITY OF POMPANO BEACH  
REQUEST FOR PROPOSALS  
P-40-17**

**Brokerage Services for City and CRA Assets**

**RFP OPENING: July 24, 2017 2:00 P.M.  
PURCHASING OFFICE  
1190 N.E. 3RD AVENUE, BUILDING C (Front)  
POMPANO BEACH, FLORIDA 33060**

June 23, 2017

CITY OF POMPANO BEACH, FLORIDA  
REQUEST FOR PROPOSALS  
P-40-17  
BROKERAGE SERVICES FOR CITY AND CRA ASSETS

The City of Pompano Beach (City) and the Pompano Beach Community Redevelopment Agency (CRA) is seeking a Real Estate Brokerage Firm ("Broker") to provide brokerage services related to real property assets owned by the City and the CRA.

The City will receive sealed proposals until 2:00 p.m. (local), July 24, 2017. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

**Introduction**

The City has two designated community redevelopment areas, the Northwest CRA District (the Northwest CRA) and the East CRA District (the East CRA). Over the past 20 years, the Northwest CRA has assembled over 25 acres of land with parcels ranging from approximately .2 to 7.7 acres in size. The majority of the parcels are in the Downtown in an area called the Innovation District, generally located along the busy I-95 corridor and the Atlantic Blvd exit. The Innovation District assemblage is the focus of this RFP. The selected firm shall be responsible for the marketing and sale of those parcels and shall be responsible for reaching beyond the South Florida market for potential buyers. The attached Invitation to Bid (Attachment "A") thoroughly describes the parcels and their intended uses, as well as the overall concept of the Downtown and the Innovation District development. As part of the marketing and branding strategy, the CRA also envisions a unique drainage system, possibly using linear canals that create a visible and desirable asset for development parcels, much like those found in Amsterdam in the Netherlands, and San Antonio, Texas. The drainage district has already been formed and received county approval and certification. Design and construction of a creative and aesthetically pleasing drainage system will occur simultaneously with the vertical development. The Broker will be responsible for using the information provided in Attachment "A" to aggressively market the sites. Sale prices, and the sales process will be further defined and determined in consultation with the CRA prior to marketing the properties. The general goals of the CRA for the scope of services of this RFP is to quickly and effectively identify tenants and users (buyers) for each parcel, generate new tax revenue, and create economic and employment opportunities.

The purpose of this Request for Proposal (RFP) is to select a qualified real estate brokerage firm (Broker) to provide professional services related to real property assets owned by the City and the CRA.

The selected Broker shall be responsible for assisting the City and CRA with brokerage services, which may include, but not be limited to: (i) providing advice regarding property valuation; (ii) portfolio organization and analysis; (iii) strategic planning for property leasing and/or disposal; (iv) listing services for sale of City surplus property and CRA property; and (v) overseeing escrow for such sales. The deliverables may include, but not be limited to valuation, marketing and strategic planning reports, review of bid documents and other tasks as specified in each task order that may be issued during the term of the agreement.

The City and CRA are looking for a firm with experience in the greater Fort Lauderdale and Pompano Beach market area that includes marketing, leasing and selling large portfolio properties. Additionally, experience working with Capital Markets; investments/sales, debt & equity finance, placement and analytics), Appraisal /Valuation, Hotels & Hospitality, and Research/Marketing is also desirable. The brokers of the firm to be assigned to this contract should have familiarity with the real estate inventory and recent major transactions in the City of Pompano Beach, as well as laws and practices applicable to public agency real estate matters. The disposition sites have appeal beyond the South Florida market. Thus, the firm should also demonstrate experience in other major national real estate markets and have access to national, and preferably international, offices or affiliates.

#### **A. Scope Of Services**

The selected Broker shall:

1. Review and assess all City/CRA-owned vacant and/or underutilized property, approximately 65 parcels, related to Attachment "A", and other related properties as identified by the City or CRA.
2. Review Attachment "A" and provide additional recommended edits to the document based on current market conditions and considerations.
3. Evaluate City and CRA-owned vacant and/or underutilized land; provide an assessment of revenue potential.
4. Provide current and up to date market forecasts for multiple asset classes, including, but not limited to, commercial, residential, hotel and light industrial/clean tech real estate markets.
5. Evaluate all regulatory documents related to the development of the site(s) and identify any regulatory obstacles that could affect the sale of the properties and provide the basis for the identified issues.

6. In coordination with the CRA, prepare the disposition schedule and prepare monthly updates on the status of the sale of the properties.
7. Aggressively market and promote the sale of the CRA and City owned properties or redevelopment opportunities focusing on the City's end goal of developing an innovation district in the Downtown.
8. Keep current listing of all parcels on LoopNet, MLS, CoStar, the City's website and other industry related sites including ULI, NAIOP, SIOR, ICSC, etc.
9. Periodically, and at mutually agreed upon dates, present to applicable City and CRA staff, advisory committees, City Management, City Commission or the CRA Board the status of the sale of the properties.

All real estate transactions shall be processed with approval of either the City or the CRA in accordance with applicable rules, regulations and ordinances of the City of Pompano Beach or Florida State Statute Chapter 163, Part III. All sales commission will be paid by the seller from proceeds from the buyers.

**B. Term of Contract**

The City and the CRA will enter into a contract (see attached Sample Service Contract) for the time necessary to complete the above scope of work. The City and the CRA reserve the right to make changes to the sample service contract (Attachment "B") at its sole discretion and to the best interest of the City and CRA.

**C. Local Business Program**

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov) by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

**Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.**

**D. Small Business Enterprise Program**

The Pompano Beach City Commission has established a voluntary Small Business

Enterprise (SBE) Program to encourage and foster the participation of certified Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is **strongly committed** to ensuring the participation of certified Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate certified Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov). Please indicate in your response if your firm is a certified Small Business Enterprise.

**Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.**

**E. Required Proposal Submittal**

**Submission/Format Requirements**

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

**Information to be included in the proposal:** In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

**Title page:**

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

**Table of Contents:**

Include a clear identification of the material by section and by page.

**Letter of Transmittal:**

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

**Fees & Costs:**

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

**Schedule:**

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

**References:**

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

**Litigation:**

Disclose any litigation within the past five (5) years arising out your firm's performance.

**City Forms:**

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

**F. Insurance**

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

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

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

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

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

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance
  - a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.
  - b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

<b>Type of Insurance</b>	<b>Limits of Liability</b>
<b>GENERAL LIABILITY:</b>	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on an occurrence basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
___ explosion & collapse hazard	
___ underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

**AUTOMOBILE LIABILITY:** Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- XX comprehensive form
- owned
- hired
- non-owned

**REAL & PERSONAL PROPERTY**

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

**EXCESS LIABILITY**

		Per Occurrence	Aggregate
— other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

**PROFESSIONAL LIABILITY**

		Per Occurrence	Aggregate
XX * Policy to be written on an occurrence or claims made basis		\$1,000,000	\$1,000,000

- c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.
- 3. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
- 4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
  - a. Certificates of Insurance evidencing the required coverage;
  - b. Names and addresses of companies providing coverage;
  - c. Effective and expiration dates of policies; and
  - d. A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
- 5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially

modified, the issuing company shall provide thirty (30) days written notice to the CITY.

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

The successful proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

**G. Selection/Evaluation Process**

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Understanding of the overall needs of the CRA and City for such services, as presented in the narrative proposal.	0-25
2.	Experience, qualifications and past performance of the proposing firm, including persons proposed to provide the services for similar types of sales and disposition efforts.	0-25
3.	National office presence or affiliates with access to national and preferably international buyers. Firm must already have these offices or affiliates in place prior to this response and should demonstrate established and existing relationships. Financial resources.	0-25
4.	Percent Sales Commission to Broker	0-25
	<b>Total</b>	<b>0-100</b>

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

**H. Hold Harmless and Indemnification**

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

**I. Retention of Records and Right to Access**

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

**J. Communications**

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

**K. No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

**L. Independent Contractor**

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

**M. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**N. Contract Terms**

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**O. Waiver**

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or

obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**P. Survivorship Rights**

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

**Q. Termination**

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

**R. Manner of Performance**

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

**S. Acceptance Period**

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

**T. RFP Conditions and Provisions**

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions,

requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

#### **U. Standard Provisions**

1. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Licenses

In order to perform public work, the successful Proposer shall:  
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest and No-Lobbying

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

No-Lobbying Permitted: As to any matter relating to this RFP, any Proposer, team member, or anyone representing a Proposer is advised that they are prohibited from contacting or lobbying the Mayor/CRA Chair, any CRA/City Commissioner, City/CRA employees, agents or any other person working on behalf of the CITY/CRA on any matter related to or involved with this RFP.

For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer's team. All questions regarding the RFP are to be submitted using the Questions feature in the eBid System. Any violation of this condition may result in rejection and/or disqualification of the Proposer. This "No-Lobbying Provision" is in effect from the date of publication of the RFP and shall terminate at the time the CITY/CRA approves execution of a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

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

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this

RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
  - i. Keep and maintain public records required by the City in order to perform the service;
  - ii. 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;
  - iii. 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; and
  - iv. 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.

- b. 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](mailto:RecordsCustodian@copbfl.com)**

### **V. Questions and Communication**

All questions regarding the RFP are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

### **W. Addenda**

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

### **X. Contractor Performance Report**

The City will utilize the Contractor Performance Report to monitor and record the successful proposer's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to this solicitation.

**COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.**

***PROPOSER INFORMATION PAGE***

**RFP** \_\_\_\_\_, \_\_\_\_\_  
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Company (Legal Registered) \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address \_\_\_\_\_

**REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.**

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By (include Name and Title):

\_\_\_\_\_



### Exhibit – Contractor Performance Report

CATEGORY	RATING	COMMENTS
<b>1. Quality Assurance/Quality Control</b> - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
<b>2. Record Keeping</b> -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
<b>3. Close-Out Activities</b> - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
<b>4. Customer Service</b> - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
<b>5. Cost Control</b> - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
<b>6. Construction Schedule</b> - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
<b>SCORE</b>	_____	<b>ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED</b>

**RATINGS**

**Poor Performance (1.0 – 1.59):** Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

**Satisfactory Performance (1.6 – 2.59):** Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

**Excellent Performance (2.6 – 3.0):** Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customers expectations are exceeded.



**ATTACHMENT A  
Innovation District Invitation to Bid**

**City of Pompano Beach**



**and the**

**Pompano Beach Community Redevelopment Agency**



**Prime Parcels (24 Acres Approx.) Available for  
Downtown Innovation District Mixed Use Developments**

## SECTION I: ABOUT THE PROJECTS

### Welcome to the City of Pompano Beach

A stroll along the sandy beaches of the Atlantic Ocean, teeing off at a Greg Norman-designed municipal golf course, appreciating original art at the Bailey Contemporary Arts Center, or just gazing at a mesmerizing fire fountain, all await anyone interested in the Pompano Beach experience.

An ideal city in which to live, work and play, Pompano Beach is conveniently located in the Miami-Fort Lauderdale Metropolitan area and is home to approximately 100,000 full-time residents. The City boasts 25.8 square miles of land area and 3 linear miles of beachfront with a newly constructed waterfront park and plaza that feature lush landscaping, state of the art exercise equipment and walking trails, an interactive children's water fountain, ample parking and a variety of dining venues under construction. Parking is combined with mixed-use retail in an award winning multi-level structure.

The City benefits from 28 million square feet of industrial/warehouse/distribution space and provides a regional center for employment. Pompano Beach is well served by local, regional and international transportation routes. Fort Lauderdale/Hollywood International Airport is a twenty minutes' drive, and Miami International Airport and Palm Beach International Airport are both within one hours' drive. Pompano Beach is also well served by local roadways: I-95 exits right into the Downtown and access to Florida's Turnpike is a five minutes' drive. Additionally, both the FEC and the CSX rail lines connect through the City. And, the Pompano Beach Airpark borders the northeast corner of the Downtown.

The City of Pompano Beach and the Pompano Beach Community Redevelopment Agency are enthusiastically committed to participating fully in the City's renaissance. Over \$75 million dollars have been strategically invested by the City and the CRA in both infrastructure and public amenities, resulting in corresponding private investment in the City's vision.

### GENERAL STATISTICS

Population: 106,105 Residents  
Average Temperature: 76.1o F  
Form of Government: Commissioner/Manager  
Median Age: 42.5 Years  
Median Household Income: \$43,799  
Median Home Sale Price: \$176,200  
Median Gross Rent: \$1,128  
Unemployment: 6.6%

### GREAT LIFESTYLE

- Greg Norman Municipal Golf Course
- Shipwreck Park Underwater Artificial Reef System
- 650+ Acres of Public Parks
- 3 Miles of Exceptional Beachfront
- 300+ Free Community Events
- World Class Cultural Venues

### EASY ACCESS

- I-95 & Florida's Turnpike
- Fort Lauderdale/Hollywood International Airport & Sea port Minutes away.
- Miami International Airport & West. Palm Beach International Airports. within 1 hour Drive

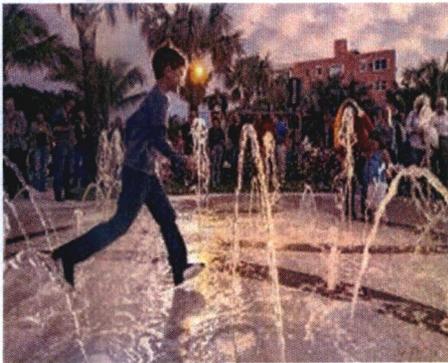


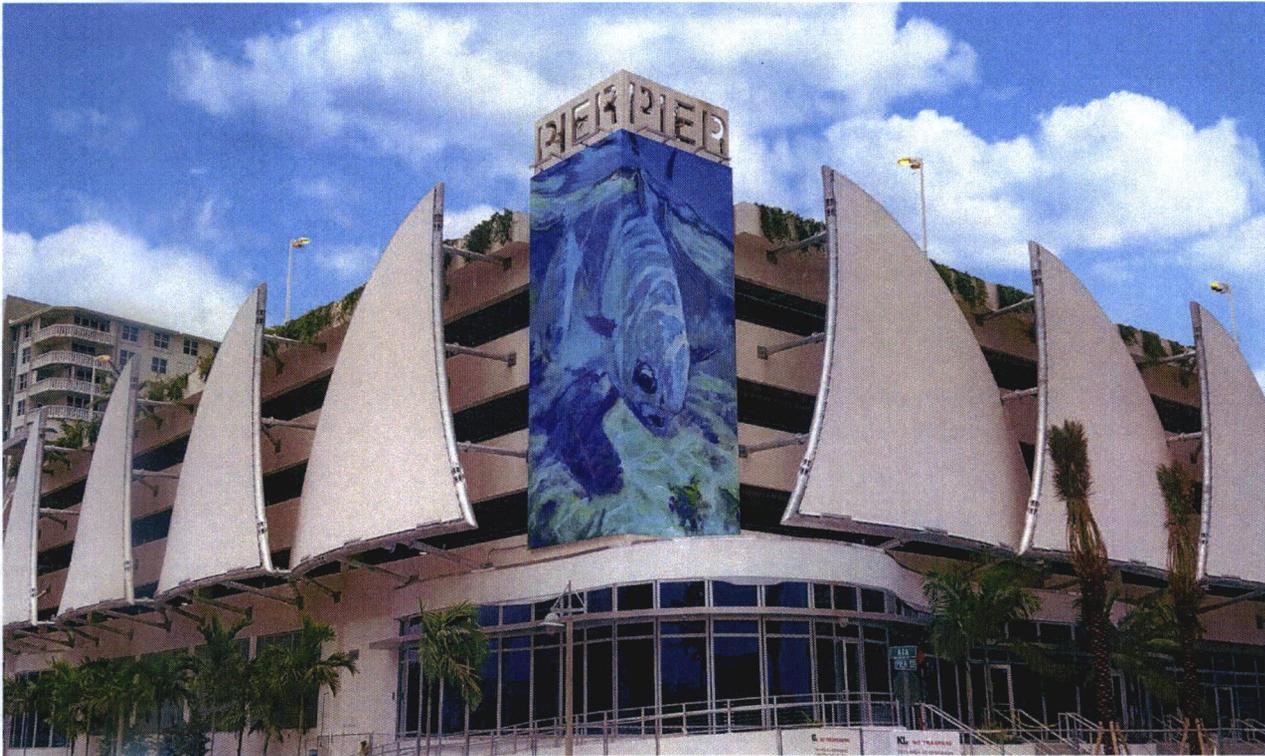
MEDIAN TRAVEL TIME TO WORK  
22.9 minutes

### TREMENDOUS OPPORTUNITY

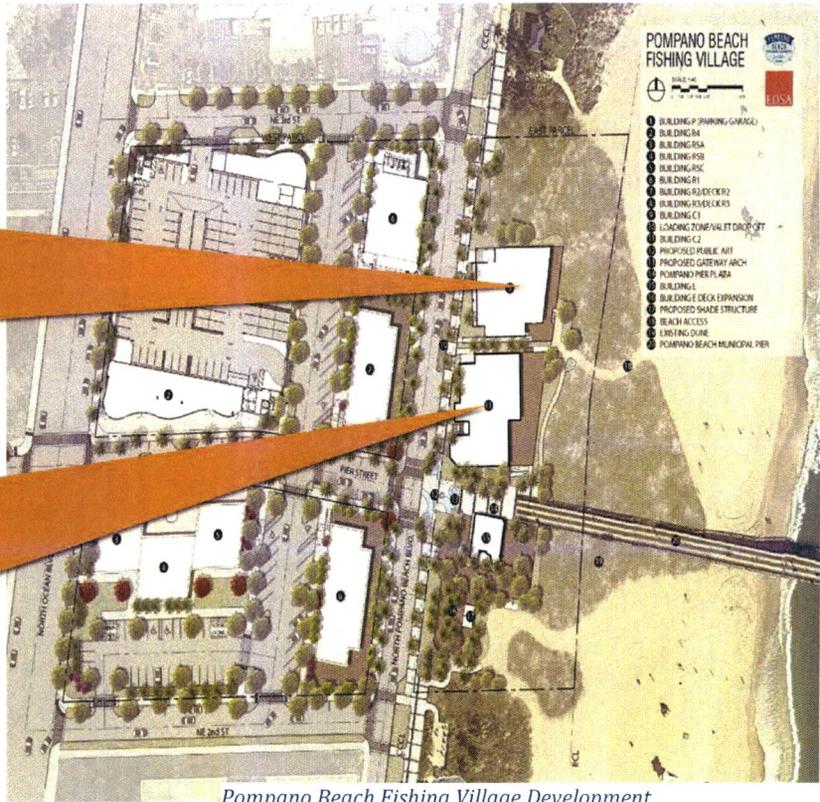
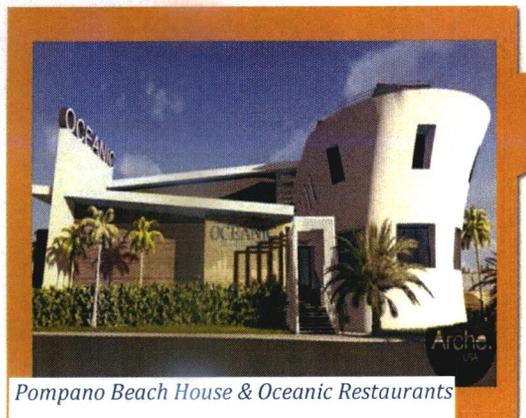
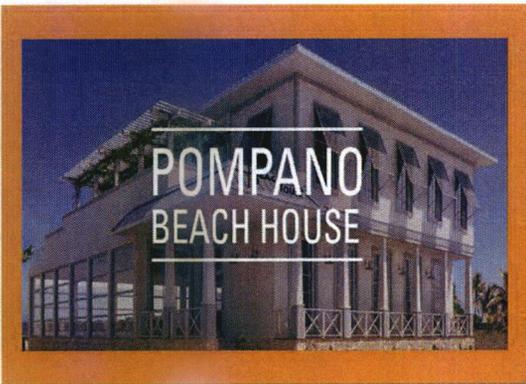
-  30+ Million Sq. Ft. of Industrial/Warehouse/Distribution
-  2 Rail Lines (FEC & CSX)
-  Pompano Beach Air Park with Developable Hangar space

New private projects include: *Sabbia Beach*, an extraordinary boutique property with a collection of 68 ultra-luxurious oceanfront residences, with sweeping views of the Atlantic Ocean, from the \$900Ks; a newly renovated *Marriott* beachfront resort featuring private balconies with ocean vistas and all on-beach hotel amenities; and *Koi Residences & Marina*, on the fringe of the Downtown, a master planned collection of waterfront villas, lofts, and condominium homes featuring resort-style amenities nestled within beautifully landscaped surroundings, nature trails and a 26-slip marina.





Pompano Beach Pier Garage



Pompano Beach Fishing Village Development

*Unique Neighborhood Characteristics & Layout*



*Shipwreck Park, the sunken Lady Luck Diving Attraction*





*Greg Norman Signature Pines Course, Pompano Beach*



*26 Degrees Brewing Company*



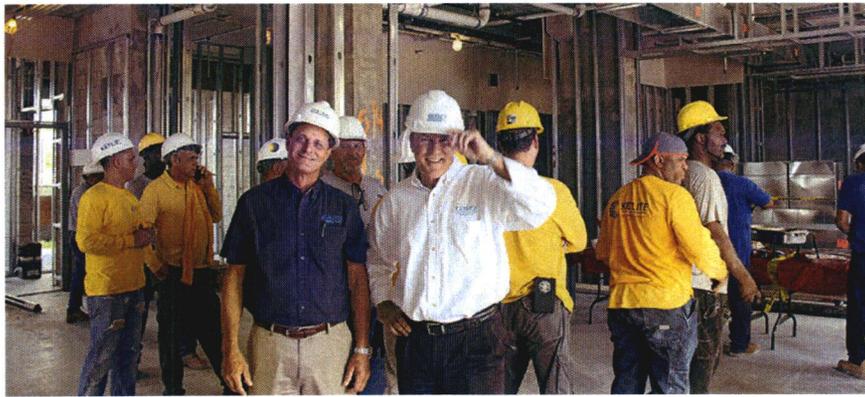
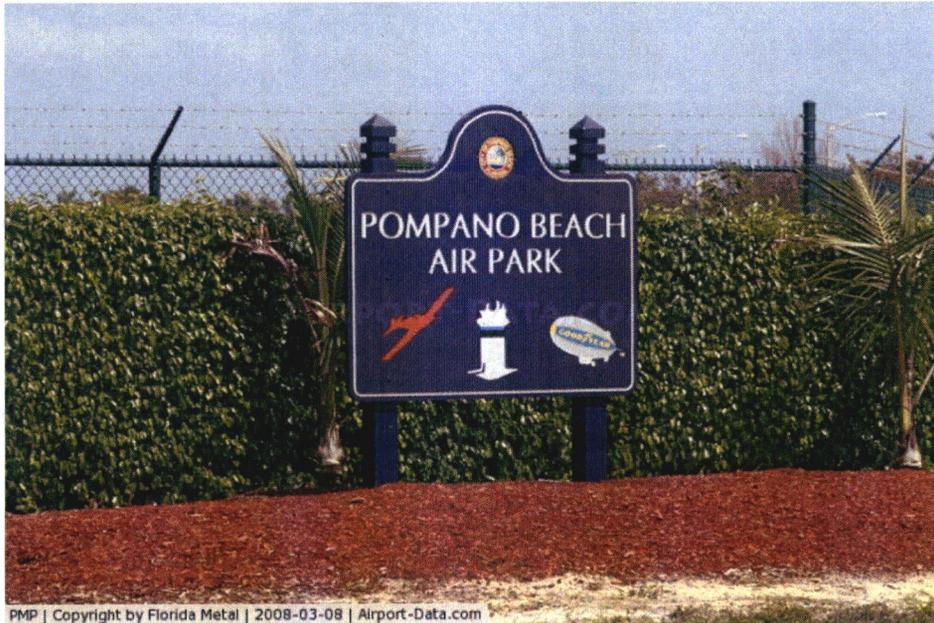
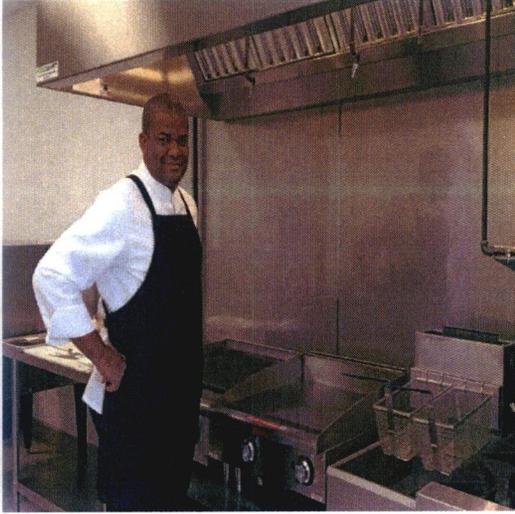
*Sabbia Beach Luxury Condos*



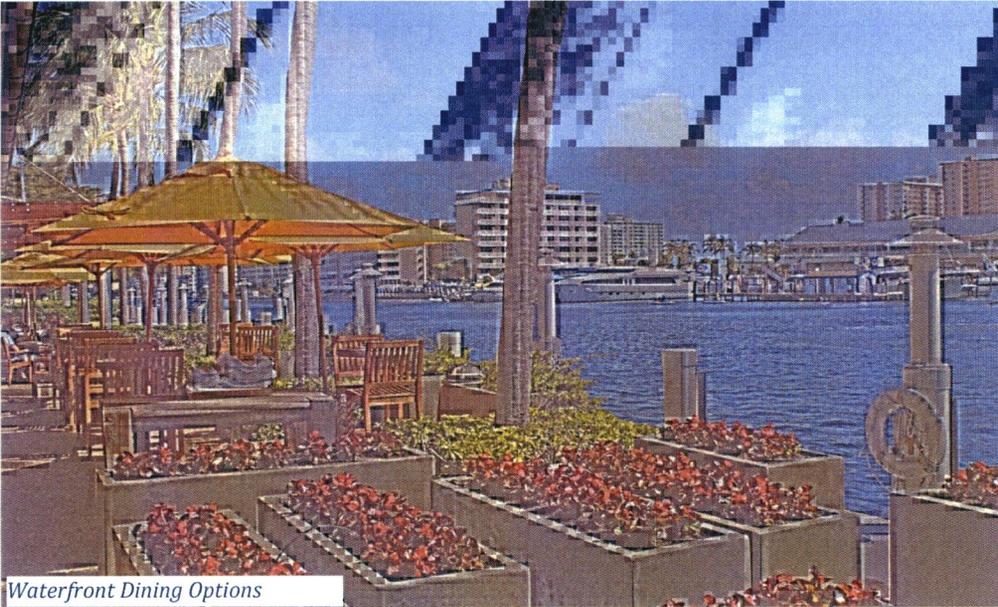
*Koi Residences & Marina*



*Historic Sample-McDougald House*



*Booming Industrial Economy*



*Waterfront Dining Options*



*The Foundry, Pompano Beach*

## **The Downtown**

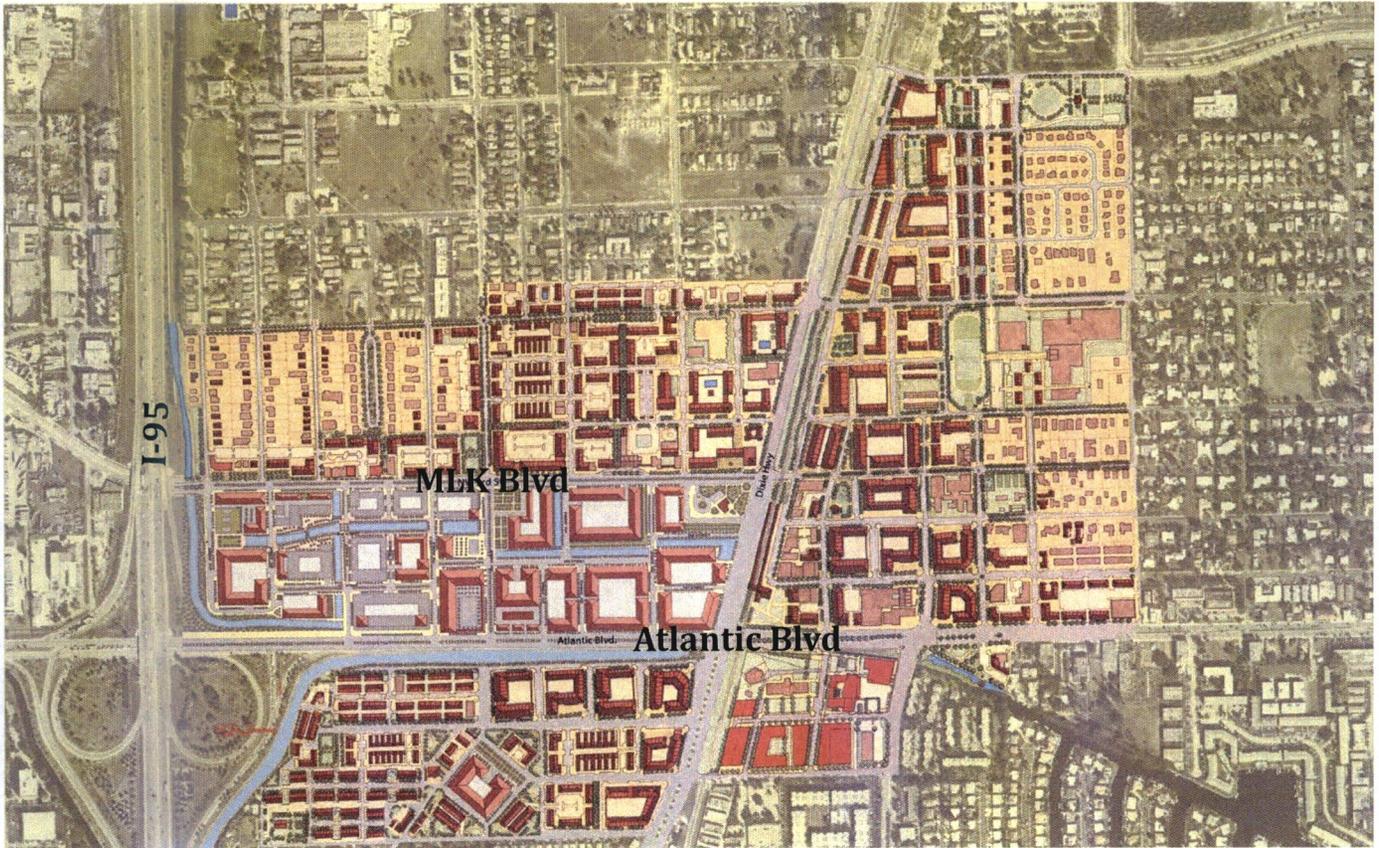
The Downtown, a 400-plus acre area, features four distinct sections: Old Town; the Civic Commons; Residential Neighborhoods; and the Innovation District. The City and the CRA are working together to redevelop the Downtown in a manner that fosters the City's urban design vision. This vision considers the arrangement and design of buildings, as well as the relationship to streets, public spaces, transportation, and infrastructure. It's a framework that orders the elements into an inviting network of streets, squares and blocks that blend architecture, landscaping and city planning to make urban areas both functional and attractive. It promotes connections between people and places, between movement and urban form, and between the pedestrian experience and building fabric. This urban design vision draws together all aspects of the physical environment and the community it surrounds to create a place of distinct beauty and identity.

**Old Town** is best described as an historic retail and entertainment district. A 1932 hotel known as The Bailey has been repurposed into the Bailey Contemporary Arts Center (BaCA), an exquisite cultural arts venue, offering studios for aspiring artists, galleries for showings, Blooming Bean coffee cafe and an entertainment area for special events. Old Town's public plaza is home to the City's new fire fountain, a unique technological and engineering phenomenon that literally produces fire from the water the fountain sprays.

The **Civic Commons** comprises the existing City Hall and a newly constructed state-of-the-art cultural center which includes a digital media center, performing arts venue, exhibit space and public library. Phase 2 of the Civic Commons will feature several acres of developable land.

The **Residential Neighborhoods** consist of historic housing, together with an emerging mix of single and multi-family dwellings that offer affordable, work-force and market rate housing.

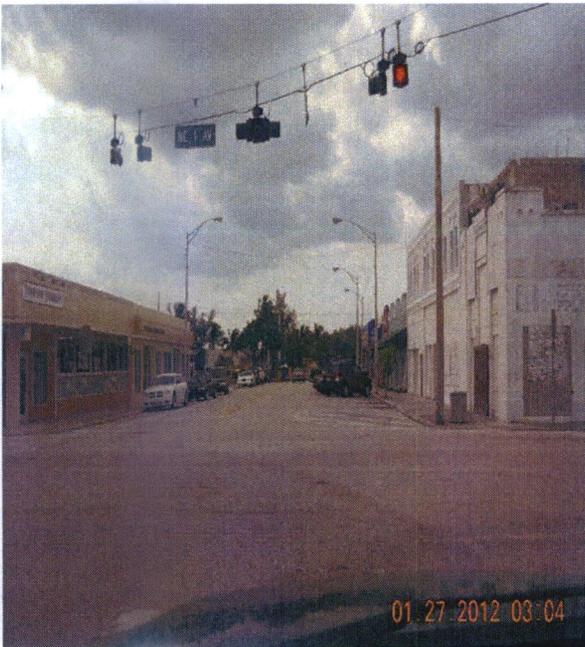
Because of the importance of the **Innovation District** to the proposed project, it is discussed in its own section below.



*Downtown Master Plan*



*Old Town Civic Plaza & Fire Fountain*



Old Town Streetscape Improvements Before & After



New Restaurant & Brew Pub Tenants in Old Town

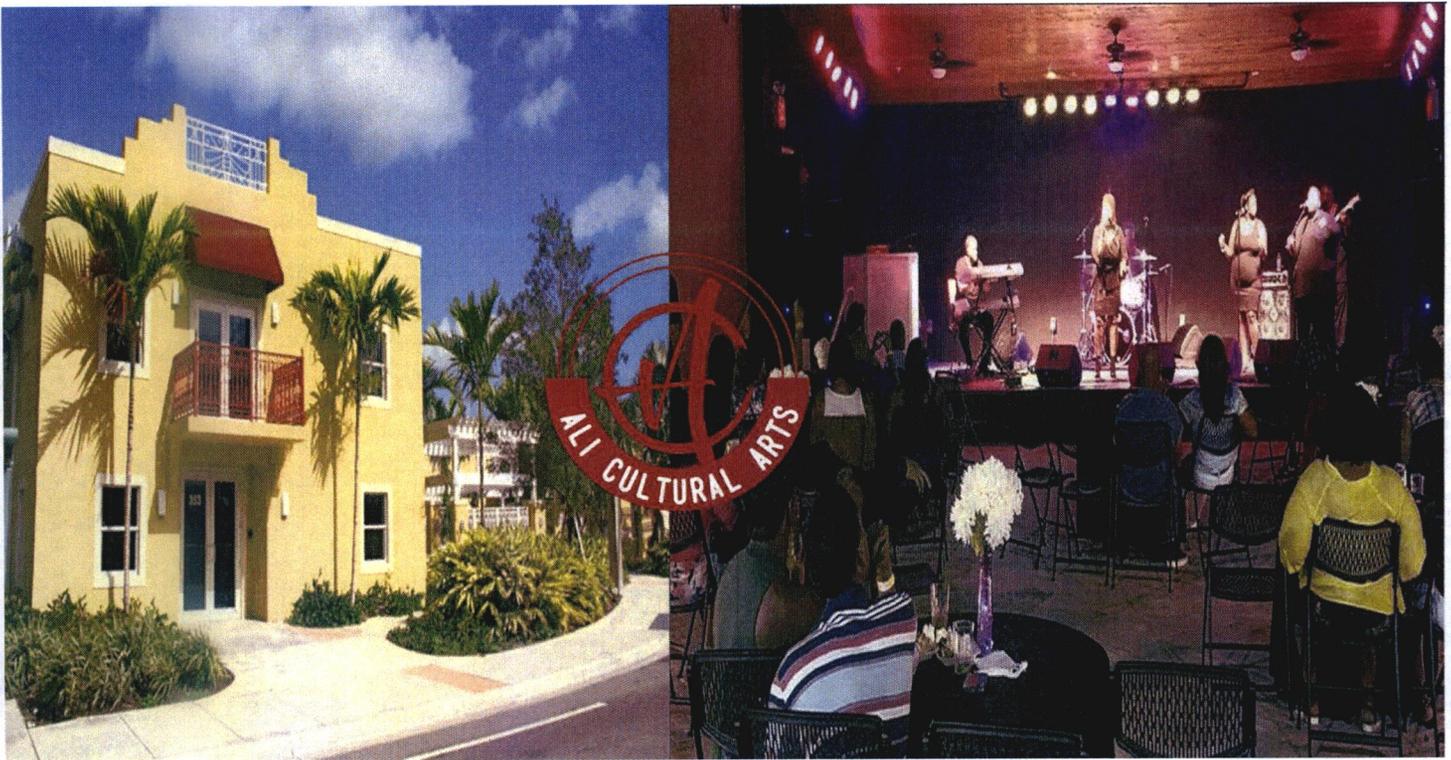


Old Town Untapped First Friday Festival



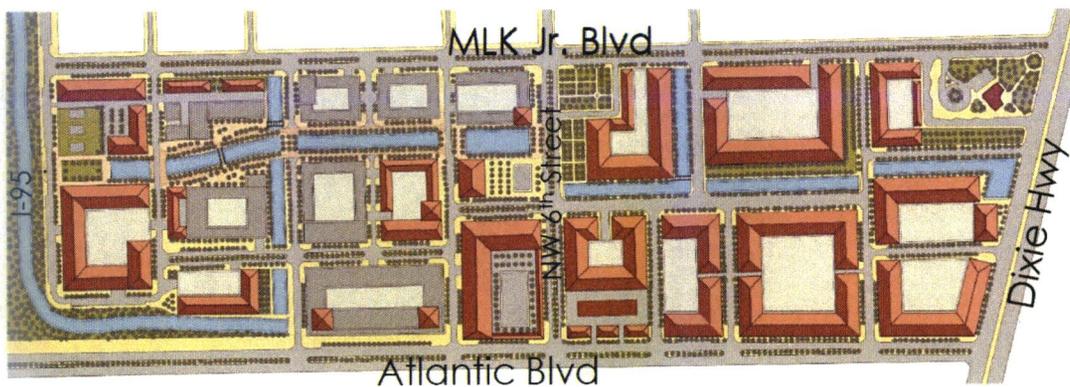
Mural Wall in Old Town





### The Innovation District

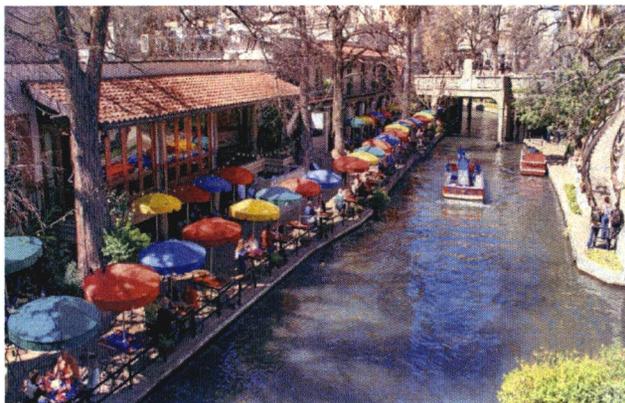
Although the districtwide drainage has not been designed, the options include dry-retention ponds, undergrounding tanks and storage, or designing a creative solution for above ground drainage and retention. Previous discussions have included creating a one-of-a-kind storm water drainage system featuring a series of canals that form a riverfront, a design that will enhance the public realm with its public amenities and further the City's urban design vision. Using a "Riverwalk" concept to make up the drainage system would offer a distinct and beautiful solution to what is often an uninspiring feature of drainage infrastructure. The linear style system would eliminate the use of dry-retention ponds and allow developers to make greater use of parcels due to increased build-out capacity.



The CRA has \$2 million dollars to assist in the design and construction of an infrastructure and drainage plan. To create the urban density sought after in the Innovation District, the CRA is contemplating a model for managing drainage and storm water requirements that also creates economic and real estate value similar to the scale of the canals in San Antonio (Texas) or Amsterdam (Netherlands). This option would generate value as a visual amenity, offering scenic views from windows and creating the ambience of riverside walking and dining. Provided the riverfront drainage system is the preferred option, the development process will be expedited by locating the Riverwalk drainage system on parcels already owned by the CRA. A depiction of the proposed Riverwalk location is illustrated above.



*Canal-Side Dining in Amsterdam*



*San Antonio Riverwalk*



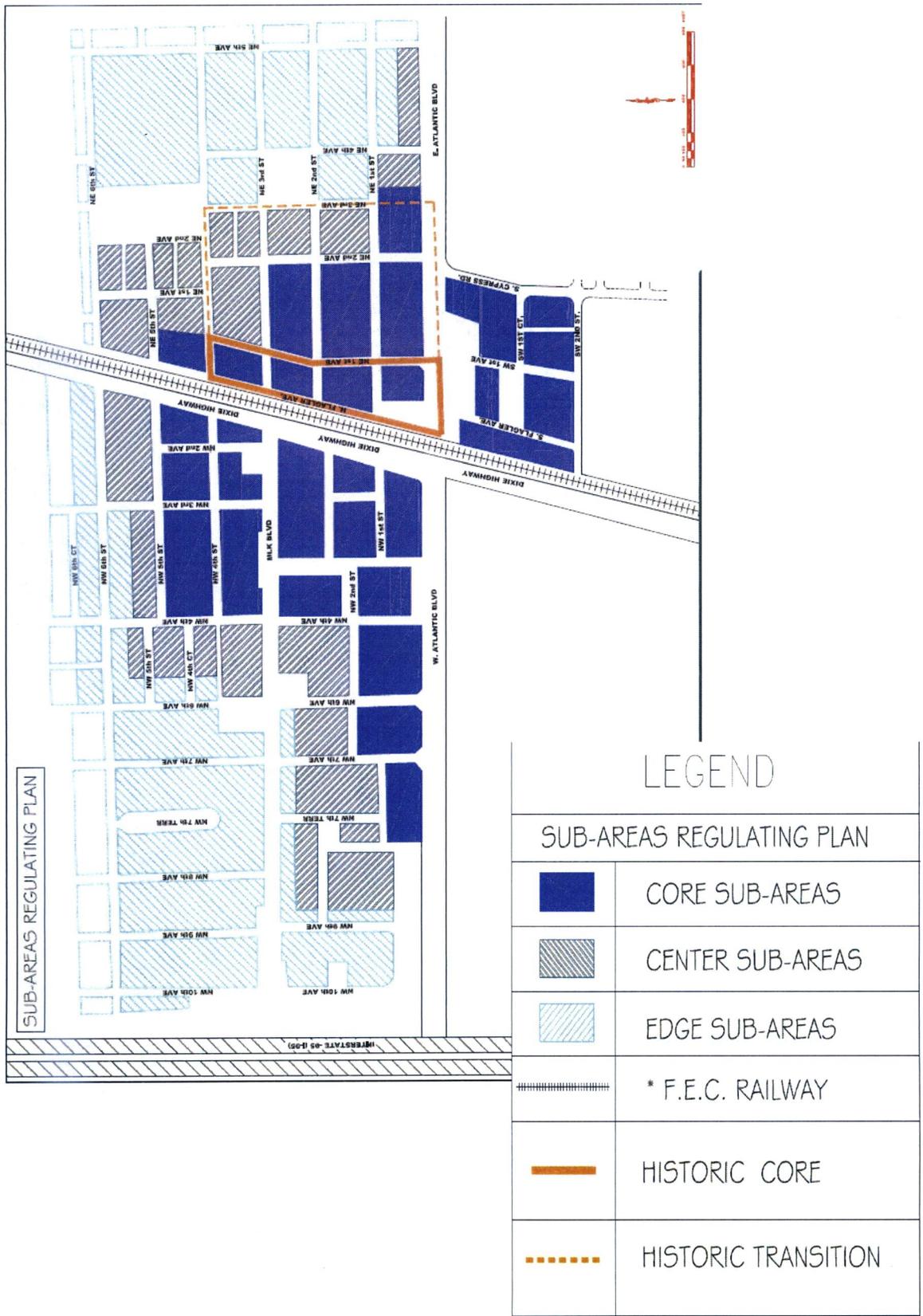
*Innovation District in Proximity to Economic Assets*

## Land Use and Zoning

Approximately 65 City and CRA owned parcels of land spread throughout the Downtown, primarily within the Innovation District, are available for development in this Invitation. The parcels fall under the Downtown Pompano Beach Overlay District (DPOD) zoning district. The DPOD encourages an urban form that promotes transit usage and pedestrian oriented development and is governed by a series of Regulating Plans that delineate the specific development standards that must be met and the locations in which they apply. The Sub-Areas Regulating Plan divides the DPOD into three Sub-areas: Core, Center and Edge. The highest density and intensity within the DPOD is allocated to the Core Sub-area. The densities and intensities then gradually decrease from the Core to the Center Sub-area where mixed-uses are still permitted and then further decrease to the Edge Sub-area which is characterized by single uses, including low density residential. The Building Heights Regulating Plan establishes the maximum building height. The Density Regulating Plan establishes the minimum and maximum allowable residential density permitted. In order to incentivize development around public

transportation, the City/CRA has introduced an amendment (pending approval, April 2017 by City Commission) to remove the maximum unit per acre density restrictions within a new Transit Core Area of the Downtown. Density Areas that fall within the Transit Core Area shall be required to provide the minimum density as specified in the Density Regulating Plan, where residential is required, and shall not be subject to a maximum number of dwelling units per acre. The maximum density for residential development within the Transit Core Area boundary shall be limited by only the building envelope, which is prescribed by the maximum permitted building height, tower floorplate sizes and building length. The Building Placement Regulating Diagrams provides a schematic representation of the various building typologies by sub-area.

The diagrams below demonstrate the required setbacks, lot standards, and profiles of structures. Not all building typologies are permitted in each sub-area. The Use Regulating Plan delineates the areas where specified land uses and development of various types are permitted. The Designated Open Space and Greenway System Regulating Plan designates open spaces and a greenway system, is to be shown in all development plans. Lastly, the Street Network Connectivity Regulating Plan shows the location of existing and new streets needed to create the prescribed network of streets within the DPOD. Master development proposals must conform to the standards outlined by the DPOD Regulating Plans. County approvals related to impact fees and concurrency apply and should be reviewed prior to submitting proposals.



USE REGULATING PLAN



NOTE:  
 \*FOR A LIST OF SPECIFIC PERMITTED USES REFER TO TABLE: 155.3708.H2 USE REGULATING PLAN / USES & USES AREAS.

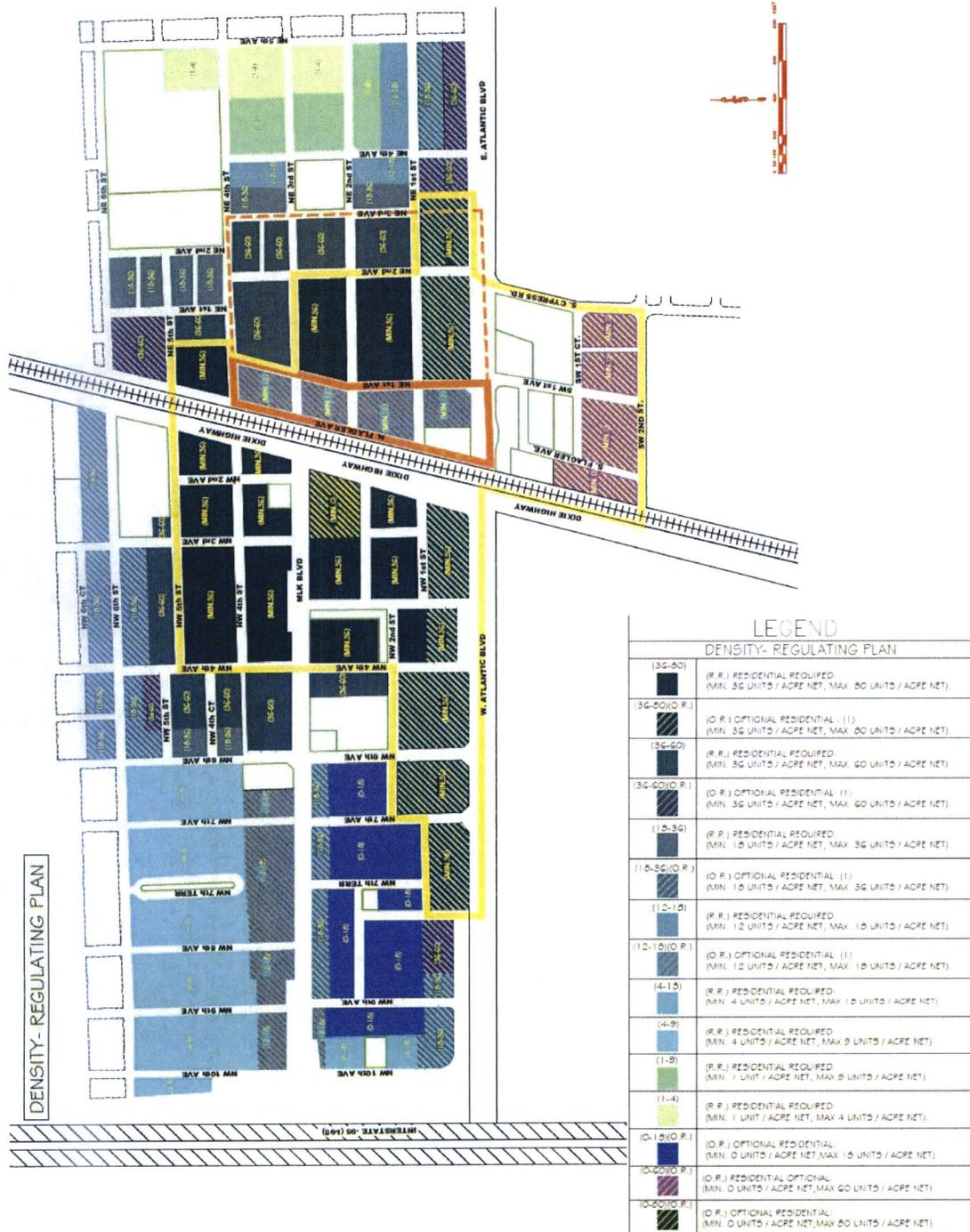
LEGEND	
USE REGULATING PLAN	
	MM1 MIXED-USE MAIN STREET-1
	MM2 MIXED USE MAIN STREET 2
	TR2DK MIXED-USE RESIDENTIAL
	MIO MIXED-USE OPTIONAL
	RM1 MULTI FAMILY RESIDENTIAL
	R5 SINGLE FAMILY RESIDENTIAL
	MUCP MIXED USE COMMERCIAL PARK
	CCT1 CIVIC CAMPUS-1
	CCT2 CIVIC CAMPUS-2
	RO RECREATION / OPEN SPACE
	CU COMMUNITY FACILITIES
	PU PUBLIC UTILITIES
	TR TRANSIT FACILITIES
	HC HISTORIC CORE
	HT HISTORIC TRANSITION

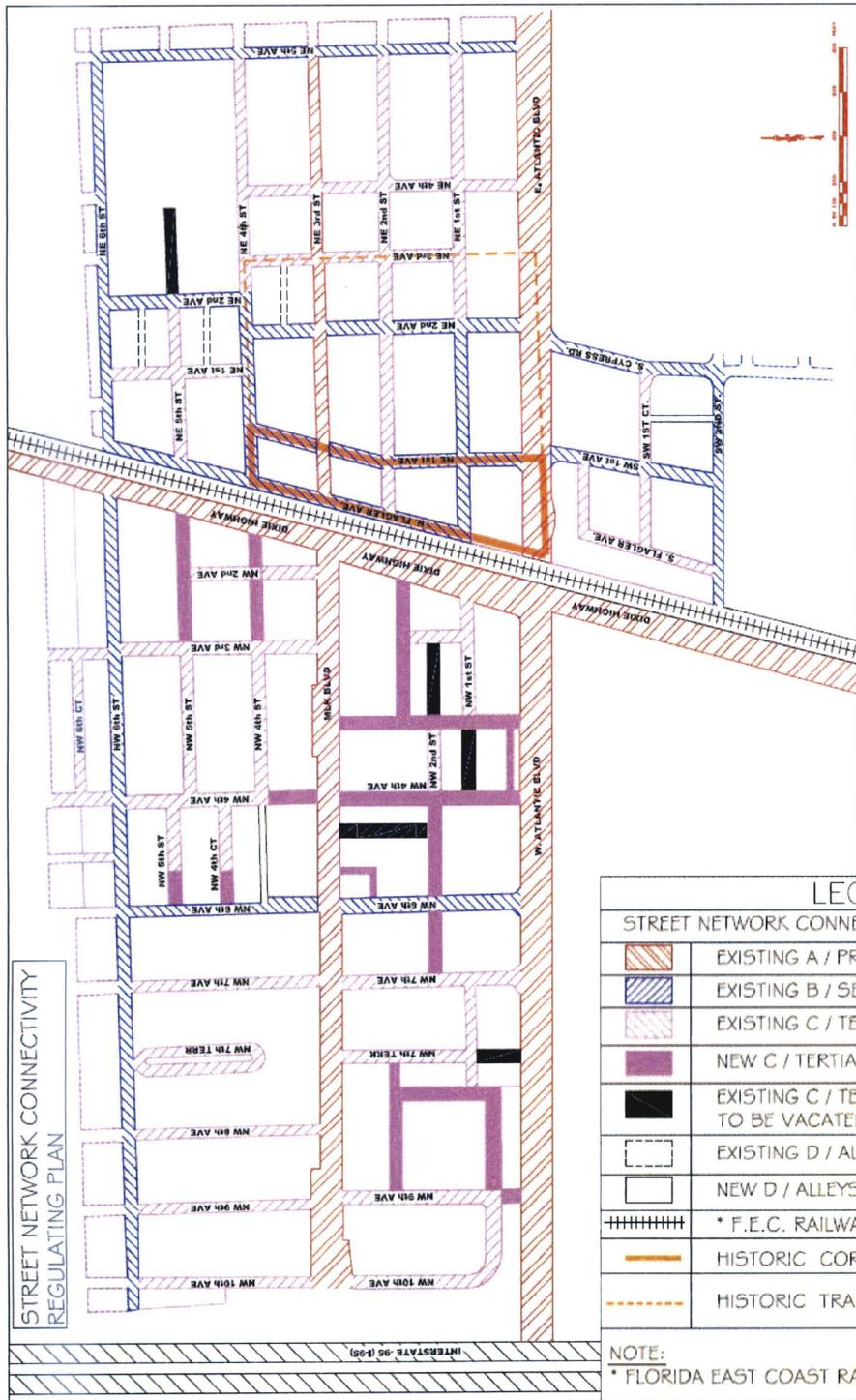




DESIGNATED PUBLIC OPEN SPACE & GREENWAY SYSTEM REGULATING PLAN

LEGEND	
DESIGNATED PUBLIC OPEN SPACE & GREENWAY SYSTEM REGULATING PLAN	
	OPEN SPACE
	OPEN SPACE (OUTSIDE OF DPTOC DISTRICT)
	NEW GREENWAY SYSTEM
	* F.E.C. RAILWAY
	HISTORIC CORE
	HISTORIC TRANSITION





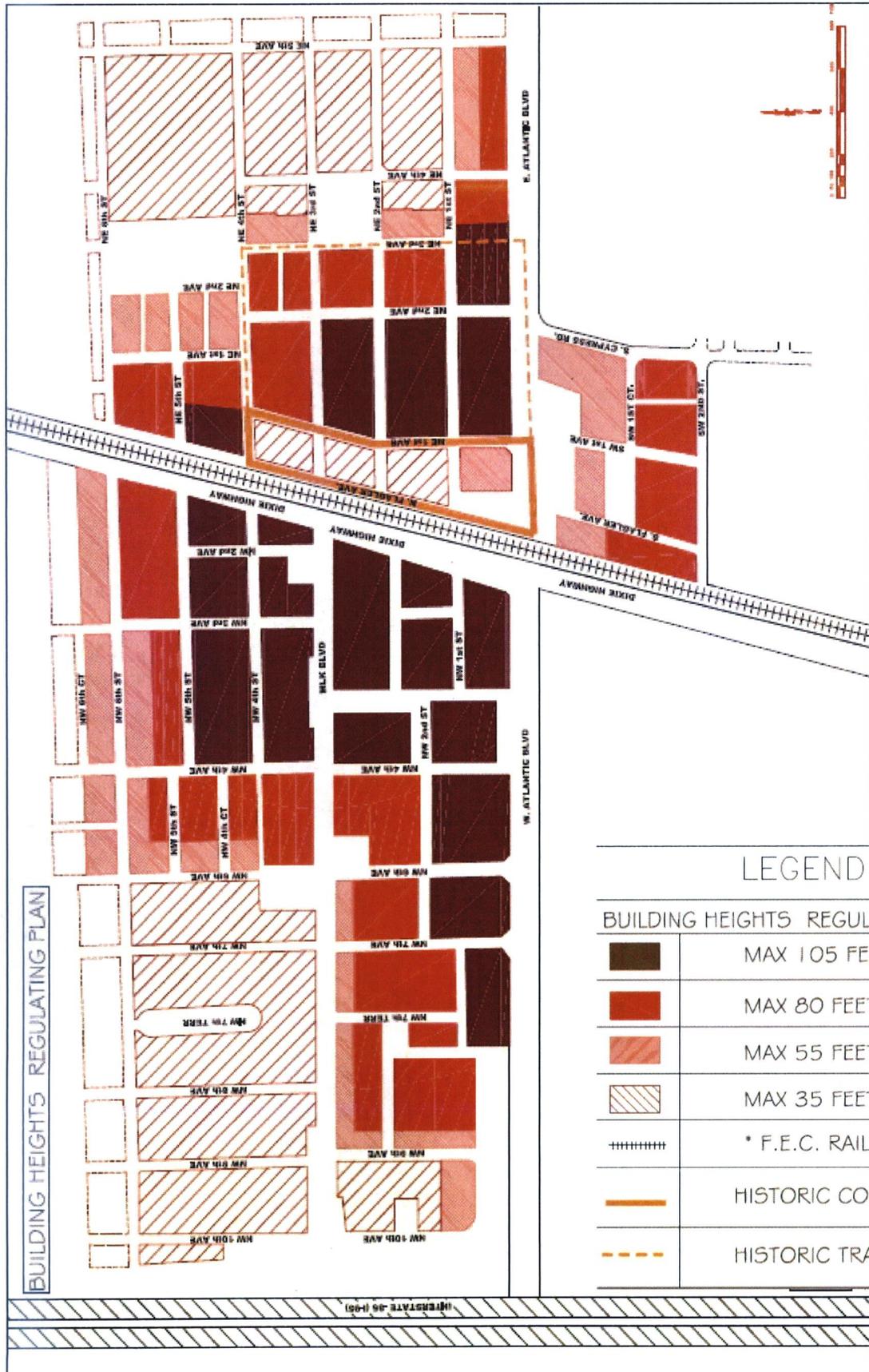
STREET NETWORK CONNECTIVITY REGULATING PLAN

**LEGEND**

STREET NETWORK CONNECTIVITY REGULATING PLAN	
	EXISTING A / PRIMARY STREET
	EXISTING B / SECONDARY STREET
	EXISTING C / TERTIARY STREET
	NEW C / TERTIARY STREET
	EXISTING C / TERTIARY STREET TO BE VACATED
	EXISTING D / ALLEYS
	NEW D / ALLEYS
	* F.E.C. RAILWAY
	HISTORIC CORE
	HISTORIC TRANSITION

NOTE:  
\* FLORIDA EAST COAST RAILWAY

NOTE:  
\*\* EXISTING STREETS THAT ARE PROPOSED TO BE VACATED SHALL ONLY BE VACATED IF SUFFICIENT CONNECTIVITY IS ESTABLISHED WITHIN THE SAME DEVELOPMENT, AND FOR THE PURPOSE OF ASSEMBLING PARCELS FOR DEVELOPMENT.



BUILDING HEIGHTS REGULATING PLAN

LEGEND	
BUILDING HEIGHTS REGULATING PLAN	
	MAX 105 FEET
	MAX 80 FEET
	MAX 55 FEET
	MAX 35 FEET
	* F.E.C. RAILWAY
	HISTORIC CORE
	HISTORIC TRANSITION

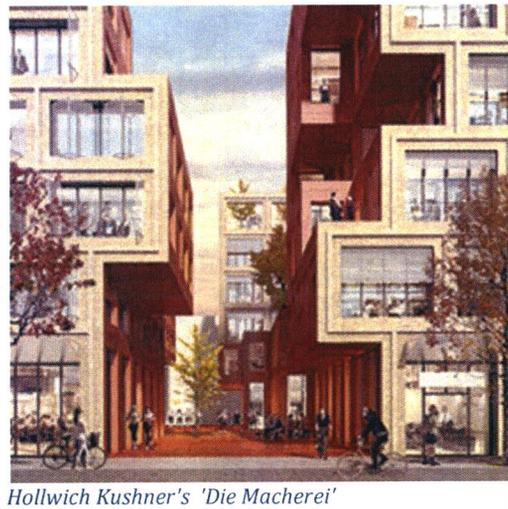
## Projects

### 1. Vision

The City and CRA seek a series of signature projects within the Innovation District that combine iconic architecture and mixed uses, as well as compliment the unique public realm that would result from the linear-style drainage system plan. Ideally, the drainage system will connect the projects, although each individual project opportunity will be a stand-alone development. Responders will be encouraged to identify acquisition and redevelopment opportunities on contiguous parcels that are not owned by the City or the CRA for further assemblage. Appropriate uses in the Innovation District could include: corporate headquarters; general office and commercial; hotel; educational and/or vocational; clean technology; information technology; financial and professional services and residential. Ground floor uses should include retail and pedestrian-oriented uses that activate the street. Additionally, building design should account for the public spaces in-between buildings to further enhance the pedestrian experience. An excellent example is Hollwich Kushner's 'Die Macherei' design; the comprehensive integration of public space that separates buildings encourages social activity and promotes a unified urban community.

The City and the CRA's vision is to create a vibrant and pedestrian friendly, mixed-use environment throughout the entire Downtown. The redevelopment is inspired by the global rise of the "Innovation District" concept that emphasizes a combination of business, technical, corporate, government, hospitality, education and cultural uses. Successful innovation districts embody the notion of "live, work, play" environments by integrating a variety of daytime (office, commercial, retail, technical, etc.) and nighttime (restaurants, breweries, cultural arts, hospitality etc.) economic uses with a dense

residential component. New developments in the Downtown will consist of active uses on the ground floor and residential and commercial uses on the upper floors. Creating economic opportunities for residents is a goal of the CRA; proposed uses in the Innovation District should therefore promote job growth, preferably with high wage job opportunities.



Hollwich Kushner's 'Die Macherei'



*Inspiration- Building Design and Canal Integration*



*Inspiration- Mixed Use Building Design*



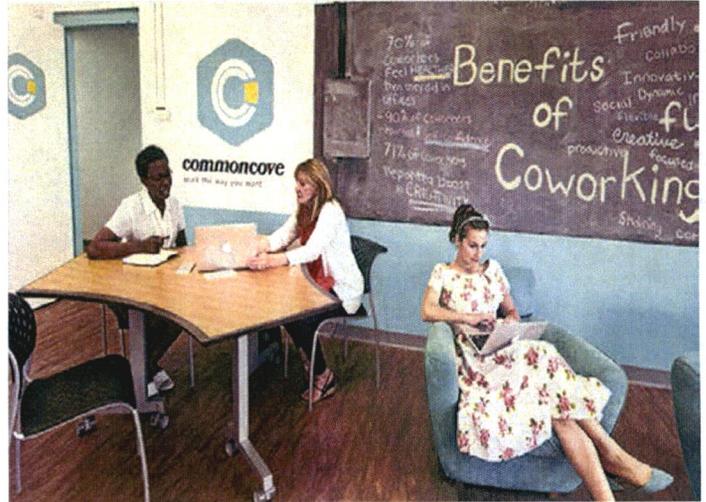
*Inspiration- Downtown Culture*



*Inspiration- Canal-side Dining & Activity*



Co-working in City Vista



**Aviation & Aerospace**

Florida has long been the world's premier gateway to space, the undisputed air traffic hub of the Americas, a major hub for flight training and MRO, and home to leading...



**Life Sciences**

After years of aggressive, coordinated effort, Florida has firmly established itself as a true hub for the life sciences. Today, Florida is home to some of the nation's most highly...



**Manufacturing**

Florida's advanced manufacturing industries are diverse and include sectors producing intermediate and finished products ranging from plastics, to tortillas, to motor vehicles. In total, Florida is home to over 19,000...



**Defense & Homeland Security**

The defense and homeland security industry is comprised of innovative companies pursuing the development of products and solutions to support our military and protect civilian populations from terrorist attacks and...



**Information Technology**

Florida has remained at the forefront of infotech innovation since the birth of the IBM PC in Boca Raton. The state's industry strengths are diverse, and range from photonics...



**Financial & Professional Services**

Florida's diversified economic structure has enabled it to be a global player in the provision of high value-added services in finance, insurance, architecture, accounting, consulting, engineering, and more. Florida's proximity...



**Logistics & Distribution**

Logistics is big business in Florida, where the broader wholesale trade, transportation and logistics industry employs more than half a million Floridians. Nearly every major global logistics integrator already...



**Cleantech**

Floridians understand the undeniable link between sustainability and the economy, and are building a robust cleantech industry, with particular strength in energy, efficiency, and environmental technologies. Florida is already...



**Headquarters**

Florida is the 3rd largest state and the 19th largest economy in the world. If Florida were a country - companies across industries can benefit from our large market, large...

Florida Targeted Industries, Enterprise Florida

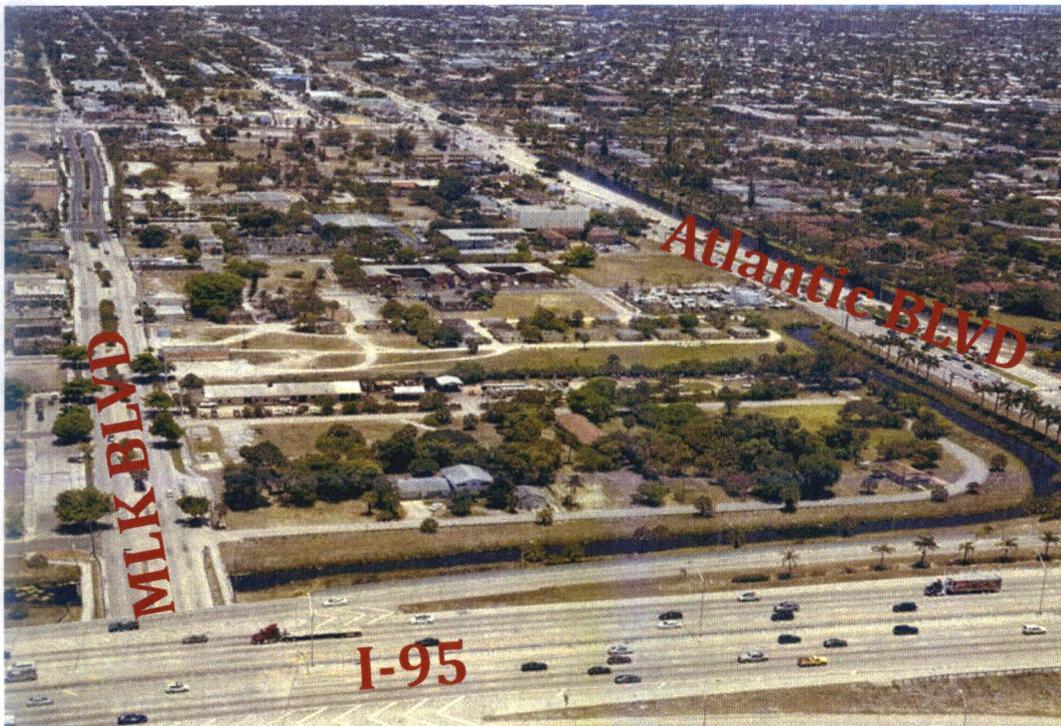
## 2. Size and Location

The Projects comprise 65 parcels, many of which are assembled. The parcels range from .2 acres and the assemblages range up to 7.7 acres. The western-most portion of the site (located along I-95) is one of the only assemblages left in south Florida that is undeveloped along the busy I-95 corridor with a major exit to an urban area and to the Atlantic Ocean. Proposals should take advantage of this valuable site's highway visibility and propose iconic features that help brand the Downtown as an economically strong and vibrant area.

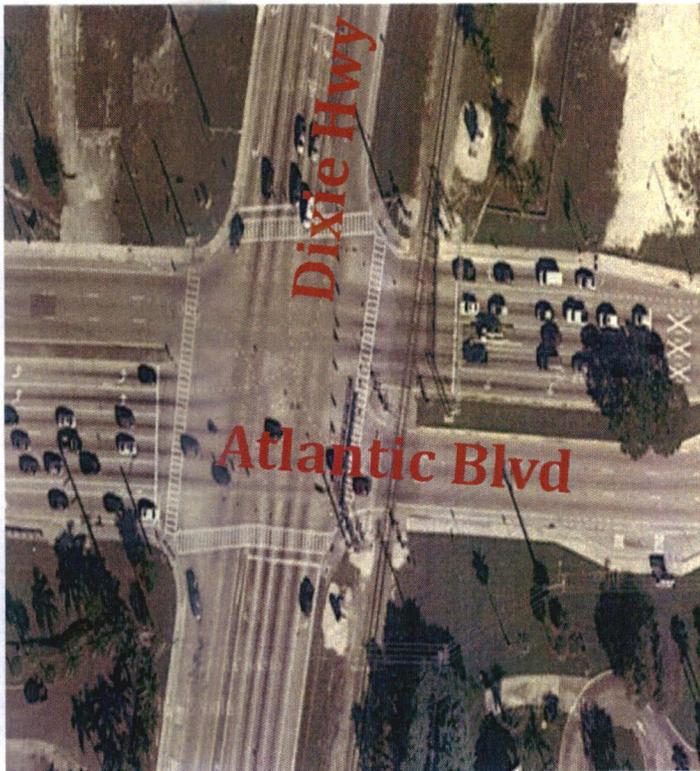
The Projects are bounded by three multi-lane highways: I-95, Atlantic Boulevard, and Dixie Highway, all major corridors with substantial traffic counts. The City recently assumed ownership of Atlantic Boulevard and Dixie Highway and intends to invest approximately \$5 million dollars in renovating these roadways, producing improved landscaping and beautifying the major intersections, as well as major access points to the Innovation District.

## 3. The CRA and Funding Participation

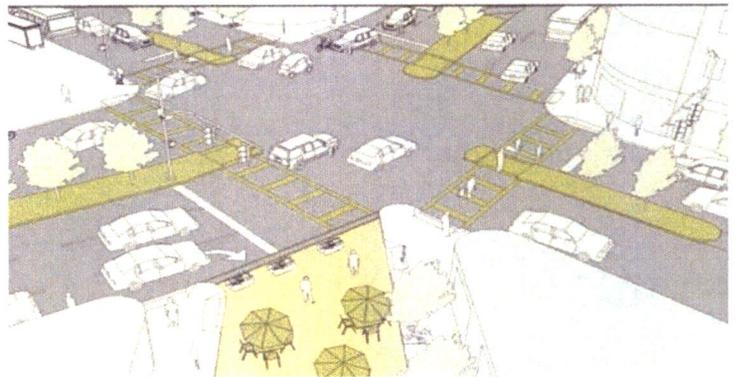
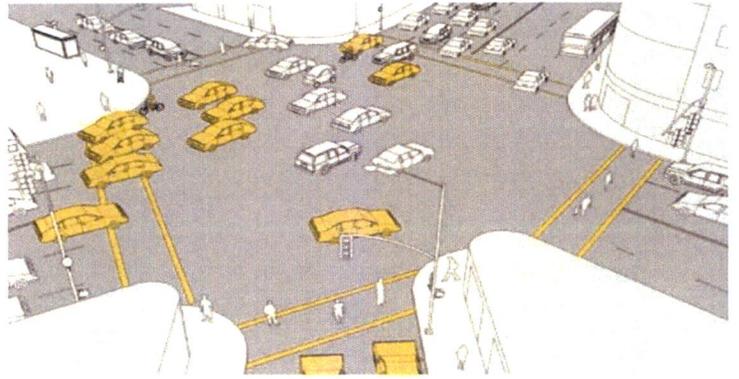
### a. Northwest Pompano Beach Community Redevelopment Agency



*Aerial View of Innovation District Redevelopment Area*



*Current Intersection at Atlantic Blvd & Dixie Hwy*



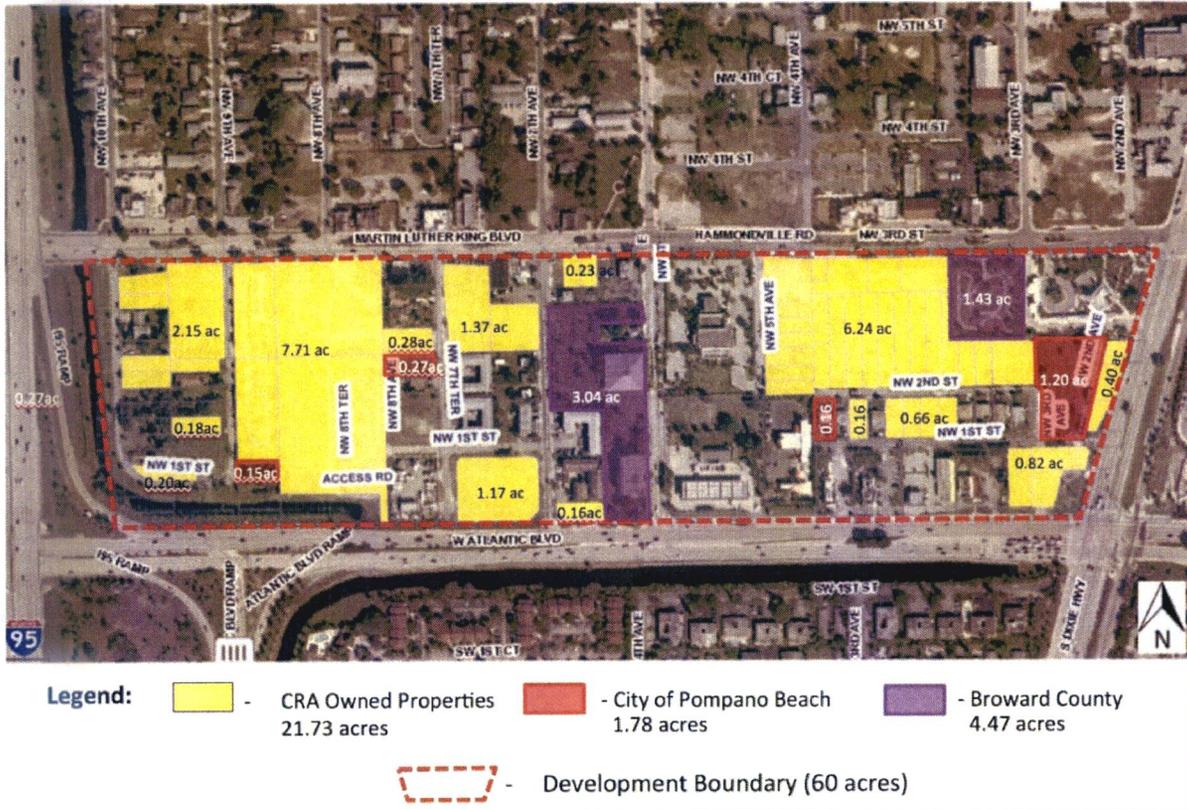
*Sample Intersection Re-Design*

The Northwest Pompano Beach Community Redevelopment Agency (CRA) is vested by the State of Florida pursuant to its powers under Florida Statutes, Chapter 163, Part III, and the Community Redevelopment Act of 1969, as amended, with the authority to request proposals for the redevelopment of an area within its district consistent with the goals and objectives of the Pompano Beach Community Redevelopment Plan.

The Agency is a dependent special district in the City of Pompano Beach and exists as a distinct legal entity governed by a board of directors (the CRA Board) for the purpose of eliminating slum and blighted conditions within prescribed geographic boundaries. The City Commission sits as the CRA Board. The Northwest CRA district consists of approximately 3,084 acres, which represents 22% of the land area of the City.

Empowered by the Community Redevelopment Act to undertake a broad range of activities designed to eliminate slum and blighted conditions, the CRA has the power to buy, sell, assemble, hold, or dispose of property, and has the authority to issue redevelopment bonds and receive incremental ad valorem tax revenues from designated taxing authorities in order to fund its activities.

b. Legal Description of Parcels



<b>CRA Owned Lands</b>			
	<b>Folio Number</b>	<b>Legal Description</b>	<b>Acres</b>
Lot 1	48-42-35-22-0010	BEVILL & SAXONS ADD 3-2 B LOT 1 TO 3,LESS BEGIN NW COR OF LOT 3,E 150 TO E/L LOT 1, S 36.46,W 150.47 TO W/L LOT 3, N 24.70 TO POB,43,44 AKA: PARCEL A CASE #02-018487	0.47
Lot 2	48-42-35-22-0240	BEVILL & SAXONS ADD 3-2 B LOT 42	0.17
Lot 3	48-42-35-22-0230	BEVILL & SAXONS ADD 3-2 B LOT 41	0.18
Lot 4	48-42-35-22-0220	BEVILL & SAXONS ADD 3-2 B LOT 40	0.18
Lot 5	48-42-35-22-0210	BEVILL & SAXONS ADD 3-2 B LOT 39	0.18
Lot 6	48-42-35-22-0200	BEVILL & SAXONS ADD 3-2 B LOT 38	0.18
Lot 7	48-42-35-22-0190	BEVILL & SAXONS ADD 3-2 B LOT 37	0.18
Lot 8	48-42-35-00-1030	35-48-42 LOT 50 X 125 IN NW COR OF W 1 AC OF N1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD	0.09
Lot 9	48-42-35-00-1040	35-48-42 W 1 AC LESS E 100 & LESS W 50 OF N 125 OF N1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD	0.34
Lot 10	48-42-35-00-1050	35-48-42 E 100 OF W 1 AC OF N1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4,LESS BEGIN NW COR OF SAID PARCEL,E ALG N/L 100,S 56.28, W 100.02,N 54.51 TO POB FOR R/W TO CITY	0.24
Lot 11	48-42-35-00-1060	35-48-42 E 150 OF W 424 OF N 158.59 OF N1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD	0.37
Lot 12	48-42-35-05-0010	35-48-42 W 50 OF S1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD	0.18
Lot 13	48-42-35-05-0020	35-48-42 E 50 OF W 100 OF S1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD	0.19
Lot 14	48-42-35-05-0030	35-48-42 E 50 OF W 150 OF S1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD	0.19
Lot 15	48-42-35-05-0040	35-48-42 E 50 OF W 200 OF S1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD	0.19
Lot 16	48-42-35-05-0050	35-48-42 E 50 OF W 250 OF S1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD	0.19
Lot 17	48-42-35-05-0060	35-48-42 E 50 OF W 300 OF S1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD	0.19
Lot 18	48-42-35-05-0070	35-48-42 E 50 OF W 350 OF S1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD	0.19
Lot 19	48-42-35-05-0080	35-48-42 E 50 OF W 400 OF S1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD	0.19
Lot 20	48-42-35-05-0090	35-48-42 E 50 OF W 450 OF S1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SW1/4 LESS RD & LESS POR DESC IN OR 36893/1127 DESC AS E 27.5 OF SAID PAR	0.09
Lot 21	48-42-35-20-0190	WOODRUFFS ADD 2-55 PB LOT 27	0.17
Lot 22	48-42-35-20-0180	WOODRUFFS ADD 2-55 PB LOT 26	0.17
Lot 23	48-42-35-20-0170	WOODRUFFS ADD 2-55 PB LOT 25	0.17
Lot 24	48-42-35-20-0160	WOODRUFFS ADD 2-55 PB LOT 24	0.16
Lot 25	48-42-35-20-0150	WOODRUFFS ADD 2-55 PB LOT 23	0.17
Lot 26	48-42-35-20-0140	WOODRUFFS ADD 2-55 PB LOT 22	0.16
Lot 27	48-42-35-20-0130	WOODRUFFS ADD 2-55 PB LOT 21	0.16

Lot 28	48-42-35-20-0120	WOODRUFFS ADD 2-55 PB LOT 20	0.17
Lot 29	48-42-35-20-0110	WOODRUFFS ADD 2-55 PB LOT 19	0.17
Lot 30	48-42-35-20-0206	WOODRUFFS ADD 2-55 PB LOTS 34 LESS W 30 & LESS S 15, 35 W 36 LESS S 15	0.17
Lot 31	48-42-35-20-0200	WOODRUFFS ADD 2-55 PB LOTS 35 LESS W 36 & LESS S 15, 36 W 42 LESS S 15	0.16
Lot 32	48-42-35-20-0201	WOODRUFFS ADD 2-55 PB LOTS 30 LESS W 6 & LESS S 15, 31 W 12 LESS S 15	0.16
Lot 33	48-42-35-20-0100	WOODRUFFS ADD 2-55 PB LOT 18	0.16
Lot 34	48-42-35-20-0090	WOODRUFFS ADD 2-55 PB LOT 17	0.16
Lot 35	48-42-35-20-0070	WOODRUFFS ADD 2-55 PB LOT 15 & 16 LESS W 6 & TOGETHER WITH W 1/2 OF VAC'D POR OF NW 3RD AVE LYING E & ADJ TO LOT 15	0.42
Lot 36	48-42-35-20-0051	WOODRUFFS ADD 2-55 PB LOT 10 E 35.50, 14 E 35.50 & TOGETHER WITH W 1/2 OF VAC'D NW 2ND AVE LYING E & ADJ TO SAID LOTS	0.30
Lot 37	48-42-35-20-0030	WOODRUFFS ADD 2-55 PB LOTS 3 TO 5 LESS ST, 6 LESS BEG AT SW COR LOT 6, RUN E 109.1, NE 5.51, W 109.1, S 4.32 TO POB & LESS ST & LESS PARCEL 124 PER CA 87-07659; & TOGETHER WITH POR OF E 1/2 OF VACD NW 2ND AVE LYING W & ADJ TO LOTS 3 TO 6	0.18
Lot 38	48-42-35-20-0042	WOODRUFFS ADD 2-55 PB POR LOT 6 DESC AS BEG SW COR LOT 6, E 109.10, NE 5.51, W 109.10, SLY 4.32 TO POB & LOTS 7, 8 & 9, LESS COMM SW COR LOT 9, E 24.15 TO POB E 84.97, NE 99.11, W 56.54, SW 109.42 TO POB & TOGETHER WITH E 1/2 OF VAC'D NW 2ND AVE LYING W & ADJ TO LOTS 6 THRU 9	0.10
Lot 39	48-42-35-00-1160	35-48-42 E 70 OF S 1/2 OF SE 1/4 OF SW 1/4 LESS S 76.38 FOR C & SFFCD LESS PAR 135 FOR RD R/W	0.30
Lot 40	48-42-35-08-0310	RE-SUBDIVISION OF LOT 15 OF SUBDIVISION OF SEC 35 T 48S R 42E B-76 D LOT 14 LESS C & SFFCD & LESS R/W AS DESC IN OR 2462/768 & LESS OR 2899/927, 15 LESS R/W AS DESC IN OR 2462/768 & LESS OR 2899/927, 16 LESS R/W AS DESC IN OR 2462/768 & LESS OR 2899/927 ALL LESS THEREFROM PAR 130 IN CA 87-07594	0.52
Lot 41	48-42-34-01-0180	RAINELLE TERRACE 4-25 B LOT 18	0.21
Lot 42	48-42-34-010170	RAINELLE TERRACE 4-25 B LOT 17	0.18
Lot 43	48-42-34-01-0130	RAINELLE TERRACE 4-25 B LOT 13	0.18
Lot 44	48-42-34-01-0120	RAINELLE TERRACE 4-25 B LOT 12	0.18
Lot 45	48-42-34-01-0060	RAINELLE TERRACE 4-25 B LOT 6 LESS BEG AT NW COR OF LOT 6, S 50, E 118.96 TO BEG OF CUR NWLY ARC DIST OF 113.75, W 21.93 TO POB	0.12
Lot 46	48-42-35-04-0050	35-48-42 N 50 OF S 450 OF W 183 OF W 1/2 OF SW 1/4 OF SW 1/4 OF SW 1/4 LESS E 30 FOR ST	0.18
Lot 47	48-42-35-04-0010	35-48-42 N 41.45 OF W 183 OF W 1/2 OF SW 1/4 OF SW 1/4 OF SW 1/4 LESS E 30 FOR ST	0.15
Lot 48	48-42-35-00-0910	35-48-42 W 1/2 OF S 1/2 OF NW 1/4 OF SW 1/4 OF SW 1/4 LESS E 150 & LESS BEG AT NW COR OF SAID W 1/2, ELY 183.02 M/L, SLY 12.28, WLY 183.03 M/L, NLY 9.69 TO	1.2
Lot 49	48-42-35-00-0880	35-48-42 E 130 OF W 1/2 OF S 1/2 OF NW 1/4 OF SW 1/4 OF SW 1/4 LESS BEG NE COR OF W 1/2 OF S 1/2 OF NW 1/4 OF SW 1/4 OF SW 1/4, SLY 14.42, WLY 130.02, NLY 12.57,	0.9
Lot 50	48-42-35-04-0210	35-48-42 N 335.99 OF S 635.99 OF E 129.96 OF W 1/2 OF SW 1/4 OF SW 1/4 OF SW 1/4	1.01
Lot 51	48-42-35-20-0205	WOODRUFFS ADD 2-55 PB LOTS 33 LESS W 24 & LESS S 15, 34 W 30 LESS S 15	0.17

Lot 52	48-42-35-00-0930	35-48-42 E1/2 OF SW1/4 OF SW1/4 OF SW1/4 LESS S 59.06 FOR C & SFFCD & LESS BOTH PTS A & B OF PAR 370 OF CA 73-11501	3.44
Lot 53	48-42-35-00-0920	35-48-42 E1/2 OF S1/2 OF NW1/4 OF SW1/4 OF SW1/4 S OF RD & THAT PT OF E1/2 OF N1/2 OF NW1/4 OF LOT 13 S OF HAMMOND RD,LESS PT DESC IN OR 8803/691 FOR RD	2.34
Lot 54	48-42-35-81-0010	HOBBS SUMMIT 173-136 B PARCEL A	0.29
Lot 55	48-42-35-20-0204	WOODRUFFS ADD 2-55 PB LOTS 32 LESS W 18 & LESS S 15, 33 W 24 LESS S 15	0.17
Lot 56	48-42-35-78-0010	JOHNS CORNER-FIRST ADDITION 172-47 B ALL OF SAID PLAT	1.17
Lot 57	48-42-35-00-0873	35-48-42 E1/2 OF SW1/4 OF NE1/4 OF SW1/4 OF SW1/4 LESS BEG NE COR OF SW1/4 OF NE1/4 OF SW1/4 OF SW1/4,WLY 166.53,SLY 17.49, ELY 166.58,NLY 23 TO POB & LESS	0.87
Lot 58	48-42-35-21-0130	NELSON PARK 2-95 PB LOTS 15,16 & 17, ALL LESS E 10 FOR STREET	0.52
Lot 59	48-42-35-21-0060	NELSON PARK 2-95 PB LOT 8 LESS N 8	0.11
Lot 60	48-42-35-21-0070	NELSON PARK 2-95 PB LOT 9 LESS N 8 FOR RD	0.11
Lot 61	48-42-35-00-0980	35-48-42 S 150 OF E1/2 OF E1/2 OF SE1/4 OF SW1/4 OF SW1/4 LESS W 25 & LESS C & SFFCD R/W & LESS PAR 100 FOR RD R/W	0.16
	<b>City Owned Lands</b>		
Lot 62	48-42-35-04-0200	35-48-42 N 50 OF S 300 OF E 129.96 OF W1/2 OF SW1/4 OF SW1/4 OF SW1/4	0.15
Lot 63	48-42-35-00-1022	35-48-42 N 69.65 OF COMM SW COR W1/2 OF W1/2 OF SE 1/4 OF SW1/4 OF SW1/4 N 510.85 TO POB,N 126.68,ELY 161.55,S 62.37,W 5,S 64.31,WLY 156.54 TO POB & N 69.65 OF BEG	0.27
Lot 64	48-42-35-20-0191	WOODRUFFS ADD 2-55 PB LOT 28	0.16
Lot 65	48-42-35-20-0050	WOODRUFFS ADD 2-55 PB LOTS 10 LESS E 35.50,11,12,13 & 14 LESS E 35.50 & TOGETHER WITH VAC S1/2 OF SPRUCE AVE LYING N& ADJ TO LOTS 12,13,14 & E1/2 OF VAC'D NW 3RD AVE LYING W &	1.20



# City of Pompano Beach

100 West Atlantic Blvd.  
Pompano Beach, FL 33060

## Action Minutes - Final

### City Commission

*Lamar Fisher, Mayor*  
*Charlotte J. Burrie, Vice Mayor*  
*Rex Hardin, Commissioner*  
*Barry Moss, Commissioner*  
*Beverly Perkins, Commissioner*  
*Michael Sobel, Commissioner*

*Gregory P. Harrison, City Manager*  
*Mark Berman, City Attorney*  
*Asceleta Hammond, City Clerk*

Tuesday, October 10, 2017

6:00 PM

Commission Chamber

### City Commission Meeting

#### CALL TO ORDER

The Honorable Lamar Fisher, Mayor called the meeting to order at 6:03 p.m.

#### ROLL CALL

**Present:** Commissioner Rex Hardin  
Commissioner Barry Moss  
Commissioner Beverly Perkins  
Commissioner Michael Sobel  
Vice Mayor Charlotte Burrie  
Mayor Lamar Fisher

#### INVOCATION

Pastor Brad Jones, City Church of Pompano Beach offered the invocation.

#### PLEDGE OF ALLEGIANCE

Led by Asceleta Hammond, City Clerk

#### APPROVAL OF MINUTES

18-07 Regular City Commission Meeting Minutes of September 26, 2017

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, that the Minutes be APPROVED. The motion carried. by a unanimous voice vote.**

**APPROVAL OF AGENDA**

Mayor Fisher indicated that item 21 would be taken out of order and will be heard as the first item prior to Consent Agenda.

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, that the Agenda be APPROVED AS AMENDED. The motion carried unanimously.**

**CONSENT AGENDA DISCUSSION**

The Commission may pull items from the Consent Agenda. During Audience to be Heard, a person may speak on any item on the Consent Agenda, which has not been pulled.

Mayor Fisher stated that Consent Agenda items 1, 2, 3, 5, 7, 8, 10 and 11 will be pulled for City Commission discussion.

**A. SPECIAL PRESENTATION****17-675 American Flag Presentation**

MSgt Daron Davis, Driver Engineer for the City of Pompano Beach Fire Department and a member of the United States Air Force recently returned from deployment in Southwest Asia. He along with Fire Chief John Jurgle presented the Mayor and Commission and the employees of the City with a flag which was flown May 29, 2017 in the City's honor aboard a military aircraft during a combat mission in Iraq and Syria.

**The Special Presentation of a flag was accepted by Mayor Lamar Fisher for the City Commission and the Employees.**

**18-17 Award Presentation**

A special presentation was made to Jackie Barrett and Lidia Gorzelany of the Public Communications Office by the Public Communications Director Sandra King on behalf of the City-County Communications and Marketing Association for the City of Pompano Beach Tourism Water Sports brochure.

**The Special Presentation was READ AND PRESENTED INTO THE RECORD.**

**B. PROCLAMATIONS**

**17-673 National School Lunch Week**

Mayor Lamar Fisher presented a proclamation acknowledging National School Lunch Week in Pompano Beach to Raquel Archibald-Beharry, Food and Nutrition Services Manager with the Broward County Schools.

**The Proclamation was READ AND PRESENTED INTO THE RECORD.**

**C. AUDIENCE TO BE HEARD**

All persons interested in speaking during “Audience To Be Heard” must fill out a request form and turn it in to the City Clerk prior to the meeting. A request form is located on the last page of the agenda program.

**The following persons were called to speak:**

- Tom Terwilliger, 3160 NW 1st Avenue, Pompano Beach, FL
- Phyllis Smith, President, Greater Collier City Civic Assoc., 2437 NW 4th Court, Pompano Beach, FL
- Mike Skversky, 1630 SW 5th Avenue, Pompano Beach, FL
- Joseph Wells, 789 NW 15th Place, Pompano Beach, FL
- Rashad Lewis, Just Us League, 601 NW 20th Street, Pompano Beach, FL
- Reverend Marguerite Luster, 632 NW 20th Court, Pompano Beach, FL
- Kelvin Graham, 348 NW 30 Avenue, Pompano Beach, FL
- Walter Hunter, 2337 NW 15th Street, Pompano Beach, FL

**D. CONSENT AGENDA**

1. **17-659** Approval ranking order for RFP P-40-17 Brokerage Services for City and CRA assets to authorize staff to negotiate a contract with the highest-ranked firm, Cushman and Wakefield US, Inc.  
(Fiscal Impact: N/A)  
  
(Staff Contact: Kim Briesemeister/Suzette Sibble)

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, that the Approval Request be APPROVED. The motion carried by the following roll call vote:**

**Yes:** Hardin  
Moss  
Burrie  
Fisher

**No:** Perkins  
Sobel

2. [17-676](#) Approval to piggyback US Communities/City of Kansas City Contract EV2024-02, to replace the golf cart fleet at the Pompano Beach Municipal Golf Course. Purchase will be made from Club Car LLC, at a total cost of \$394,968.00. Funding was approved in FY 2018 budget. (Fiscal Impact: \$394,968.00)

(Staff Contact: Brian Campbell/Brian Donovan)

**A motion was made by Commissioner Hardin, seconded by Commissioner Moss, that the Approval Request be APPROVED. The motion carried by the following roll call vote:**

**Yes:** Hardin  
Moss  
Perkins  
Sobel  
Burrie  
Fisher

3. [18-01](#) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, DECLARING SURPLUS AND EXPRESSING THE DESIRE OF THE CITY OF POMPANO BEACH TO SELL A CERTAIN PARCEL OF REAL PROPERTY LOCATED AT 1841 N. POWERLINE ROAD, POMPANO BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE. (Fiscal Impact: N/A)

(Staff Contact: Suzette Sibble)

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, that the Resolution be ADOPTED. The motion carried by the following vote:**

**Enactment No: RES. No. 2018-02**

4. [17-677](#) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN EVENT LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND AEG PRESENTS SE, LLC FOR A TERM OF SIX MONTHS; PROVIDING AN EFFECTIVE DATE.

(Fiscal Impact: N/A)

(Staff Contact: Mark A. Beaudreau)

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, to APPROVE/ADOPT the item under the Consent Agenda. The motion carried unanimously.**

**Enactment No: RES. No. 2018-03**

5. [17-669](#) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE CITY OF LIGHTHOUSE POINT FOR AN ANNUAL NAUTICAL FLEA MARKET; PROVIDING AN EFFECTIVE DATE.

(Fiscal Impact: N/A)

(Staff Contact: Mark A. Beaudreau)

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, that the Resolution be ADOPTED. The motion carried by the following roll call vote:**

**Yes:** Hardin  
Perkins  
Sobel  
Burrie  
Fisher

**No:** Moss

**Enactment No: RES. No. 2018-04**

6. [17-660](#) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING GEORGE BRUMMER PARK; SW 36TH AVENUE AND PALM AIRE; HILLSBORO INLET PARK; SANDSPUR PARK; COMMUNITY PARK; ALSDORF PARK; THE DOG PARK; THE CIVIC PLAZA; 1600-1698 NW 3RD TERRACE; THE FIRE STATION AT 109 NORTH OCEAN BOULEVARD; POMPANO BEACH CITI CENTRE; AND THE BEACH AT NORTH POMPANO BEACH BOULEVARD AS LOCATIONS FOR INSTALLATION OF ROUND TWO OF THE PAINTED POMPANO SERIES; PROVIDING AN EFFECTIVE DATE.

(Fiscal Impact: N/A)

(Staff Contact: Laura Atria/David Recor)

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, to APPROVE/ADOPT the item under the Consent Agenda. The motion carried unanimously.**

**Enactment No: RES. No. 2018-05**

7. [17-662](#) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SVAP POMPANO CITI CENTRE, L.P., FOR USE OF SPACE AT POMPANO CITI CENTRE TO FABRICATE ROUND TWO OF THE PAINTED POMPANO SERIES; PROVIDING AN EFFECTIVE DATE.

(Fiscal Impact: \$10.00)

(Staff Contact: Laura Atria/David Recor)

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, that the Resolution be ADOPTED. The motion carried by the following vote:**

**Yes:** Hardin  
Moss  
Perkins  
Sobel  
Burrie  
Fisher

**Enactment No: RES. No. 2018-06**

8. [18-15](#) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THIRD AMENDMENT TO THE CONTRACT FOR DISASTER DEBRIS RECOVERY SERVICES BETWEEN THE CITY OF POMPANO BEACH AND ASHBRIIT, INC.; PROVIDING AN EFFECTIVE DATE.

(Fiscal Impact: Final fiscal impact upon conclusion of event.)

(Staff Contact: Robert McCaughan/Russell Ketchem)

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, that the Resolution be ADOPTED. The motion carried by the following vote:**

**Yes:** Hardin  
Moss  
Perkins  
Sobel  
Burrie  
Fisher

**Enactment No: RES. No. 2018-07**

9. [17-663](#) A RESOLUTION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. 6 IN THE AMOUNT OF \$125,570 FOR REUSE WATER NE EXPANSION CONSTRUCTION MANAGEMENT SERVICES PURSUANT TO THE AGREEMENT FOR CIVIL ENGINEERING SERVICES BETWEEN THE CITY OF POMPANO BEACH AND BAXTER & WOODMAN, INC. FOR VARIOUS CITY PROJECT; PROVIDING AN EFFECTIVE DATE.

(Fiscal Impact: \$125,570.00)

(Staff Contact: A. Randolph Brown)

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, to APPROVE/ADOPT the item under the Consent Agenda. The motion carried unanimously.**

**Enactment No: RES. No. 2018-08**

10. [17-652](#) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ADOPTING THE FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR THE CITY OF POMPANO BEACH FOR FISCAL YEARS 2018 THROUGH 2022; PROVIDING AN EFFECTIVE DATE.

(Fiscal Impact: \$16.3 million for FY 2018)

(Staff Contact: Erjeta Diamanti/Horacio Danovich)

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, that the Resolution be ADOPTED. The motion carried by the following vote:**

**Yes:** Hardin  
Moss  
Perkins  
Sobel  
Burrie  
Fisher

**Enactment No: RES. No. 2018-09**

11. [17-671](#) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. 8 IN THE AMOUNT OF \$45,695.00 PURSUANT TO THE AGREEMENT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND E SCIENCES, INCORPORATED FOR ENVIRONMENTAL TESTING AND CONSULTING SERVICES; PROVIDING AN EFFECTIVE DATE.

(Fiscal Impact: \$45,695.00)

(Staff Contact: Horacio Danovich)

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, that the Resolution be ADOPTED. The motion carried by the following vote:**

**Yes:** Hardin  
Moss  
Perkins  
Sobel  
Burrie  
Fisher

**Enactment No: RES. No. 2018-10**

**E. REGULAR AGENDA****QUASI-JUDICIAL PROCEEDING**

12. [17-664](#) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING CITY STAFF'S LETTER OF NO OBJECTION TO AMENDMENT OF NOTATION ON THE HASEY CENTER PLAT; PROVIDING AN EFFECTIVE DATE.

(Fiscal Impact: N/A)

(Staff Contact: Maggie Barszewski/David Recor)

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, that the Resolution be ADOPTED. The motion carried by the following vote:**

**Yes:** Hardin  
Moss  
Perkins  
Sobel  
Burrie  
Fisher

**Enactment No: RES. No. 2018-11**

13. [18-14](#) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE INTERPLAN - POMPANO BEACH PLAT GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF WEST MCNAB ROAD AND POWERLINE ROAD; PROVIDING AN EFFECTIVE DATE.

(Fiscal Impact: N/A)

(Staff Contact: Maggie Barszewski/David Recor)

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, that the Resolution be ADOPTED. The motion carried by the following vote:**

**Yes:** Hardin  
Moss  
Perkins  
Sobel  
Burrie  
Fisher

**Enactment No: RES. No. 2018-12**

14. [17-557](#) **P.H. 2017-83: (PUBLIC HEARING 2ND READING)**  
AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, ABANDONING A PORTION OF THE RIGHT-OF-WAY CONSISTING OF VARIOUS WIDTHS ADJACENT TO SW 9TH AVENUE, LYING EAST OF I-95 AND NORTH OF THE INTERSECTION OF SW 9TH AVENUE AND SW 8TH STREET; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

(Fiscal Impact: N/A)

**FIRST READING: SEPTEMBER 26, 2017**

(Staff Contact: Maggie Barszewski/David Recor)

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, that the Ordinance be ADOPTED. The motion carried by the following vote:**

**Yes:** Hardin  
Moss  
Perkins  
Sobel  
Burrie  
Fisher

**Enactment No: ORD. No. 2018-01**

15. [17-558](#) **P.H. 2017-84: (PUBLIC HEARING 2ND READING)**  
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING ORDINANCE NO. 2005-45 TO MODIFY EXHIBIT 'A,' LEGAL DESCRIPTION, TO INCLUDE ADDITIONAL AREAS IN THE ABANDONMENT OF THOSE CERTAIN UTILITY EASEMENTS AND RIGHTS-OF-WAY WITHIN THE FERNANDER/WRIGHT SUBDIVISION RECORDED IN PLAT BOOK 159, PAGE 6 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING NORTH OF NORTHWEST 15TH STREET AND WEST OF ROBERT MARKHAM ELEMENTARY SCHOOL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

(Fiscal Impact: N/A)

**FIRST READING: SEPTEMBER 26, 2017**

(Staff Contact: Maggie Barszewski/David Recor)

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, that the Ordinance be ADOPTED. The motion carried by the following vote:**

**Yes:** Hardin  
Moss  
Perkins  
Burrie  
Fisher

**Absent:** Sobel

**Enactment No: ORD. No. 2018-02**

16. [17-614](#) **P.H. 2017-89: (PUBLIC HEARING 2ND READING)**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA REZONING PROPERTY LYING BETWEEN NORTH OCEAN BOULEVARD AND NORTH POMPANO BEACH BOULEVARD, BOUNDED ON THE NORTH AND SOUTH BY NE THIRD STREET AND NE SECOND STREET, TO AMEND THE PD-I (PLANNED DEVELOPMENT INFILL DISTRICT) WITHIN THE ATLANTIC BOULEVARD OVERLAY DISTRICT, BY AND THROUGH MODIFICATION OF THE CURRENT APPROVED MASTER PD PLAN; PROVIDING FOR CONFORMANCE TO A PLANNED DEVELOPMENT PLAN AND STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

(Fiscal Impact: N/A)

**FIRST READING: SEPTEMBER 26, 2017**

(Staff Contact: Daniel Keester/David Recor)

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, that the Ordinance be ADOPTED. The motion carried by the following vote:**

**Yes:** Hardin  
Moss  
Perkins  
Sobel  
Burrie  
Fisher

**Enactment No: ORD. No. 2018-03**

- 17. 17-655 **P.H. 2017-93: (PUBLIC HEARING 2ND READING)**  
 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING PROPERTY LYING AT THE SOUTHEAST CORNER OF N.W. 27TH AVENUE AND N.W. 34TH PLACE FROM I-1 WITH A PCI (PLANNED COMMERCIAL/INDUSTRIAL OVERLAY) to I-1 (GENERAL INDUSTRIAL); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.  
 (Fiscal Impact: N/A)

**FIRST READING: SEPTEMBER 26, 2017**

(Staff Contact: Maggie Barszewski/David Recor)

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, that the Ordinance be ADOPTED. The motion carried by the following vote:**

- Yes:** Hardin
- Moss
- Perkins
- Sobel
- Burrie
- Fisher

**Enactment No: ORD. No. 2018-04**

**END OF QUASI-JUDICIAL PROCEEDING**

- 18. 17-549 **P.H. 2017-81: (PUBLIC HEARING 2ND READING)**  
 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 32, "DEPARTMENTS," OF THE POMPANO BEACH CODE OF ORDINANCES BY CREATING SECTION 32.47, "PUBLIC-PRIVATE PARTNERSHIPS," AND BY CREATING SECTION 32.48, "UNSOLICITED PROPOSALS," TO CODIFY THE PROCUREMENT PROCEDURES TO BE USED FOR PUBLIC-PRIVATE PARTNERSHIPS AND UNSOLICITED PROPOSALS CONSISTENT WITH SECTION 255.065, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.  
 (Fiscal Impact: N/A)

**FIRST READING: SEPTEMBER 26, 2017**

(Staff Contact: Greg Harrison/Suzette Sibble)

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, that the Ordinance be ADOPTED. The motion carried by the following vote:**

**Yes:** Hardin  
Moss  
Perkins  
Sobel  
Burrie  
Fisher

**Enactment No: ORD. No. 2018-05**

19. 17-651 **P.H. 2017-92: (PUBLIC HEARING 2ND READING)**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH AMENDING CHAPTER 154, "PLANNING," BY AMENDING SECTION 154.60, "DEFINITIONS," TO BE CONSISTENT WITH THE CHANGES MADE THROUGH THE "BROWARDNEXT" PROCESS AND ADOPTED INTO THE 2017 BROWARD COUNTY LAND USE PLAN; BY AMENDING SECTION 154.61, "RESERVE AND FLEXIBILITY UNITS," TO REMOVE REFERENCES TO RESERVE UNITS; DEFINE HOW THE NEW FLEXIBILITY AND REDEVELOPMENT UNITS ARE ALLOCATED TO PROPERTIES WITHIN THE CITY OF POMPANO BEACH THROUGH ADOPTION OF A RESIDENTIAL AND NONRESIDENTIAL FLEXIBILITY RECEIVING AREA MAP AND A REDEVELOPMENT UNIT RECEIVING AREA MAP; TO CLARIFY THE APPLICATION AND PROCESSING PROCEDURE AND THE REVIEW STANDARDS FOR APPROVAL OF A FLEXIBILITY ALLOCATION; TO ADD REDEVELOPMENT UNITS TO THE AFFORDABLE HOUSING REQUIREMENTS AND TO PROVIDE FOR AN IN LIEU OF FEE OPTION FOR THE AFFORDABLE HOUSING REQUIREMENT; BY CREATING SECTION 154.62, "NONRESIDENTIAL FLEXIBILITY," TO PROVIDE FOR THE USE OF NONRESIDENTIAL FLEXIBILITY; BY AMENDING SECTION 154.80, "AFFORDABLE HOUSING CONTRIBUTIONS," TO ADD AN IN LIEU OF FEE CONTRIBUTION FOR AFFORDABLE HOUSING REGULATIONS WITHIN CHAPTER 154.; AND BY AMENDING CHAPTER 155, "ZONING CODE," BY AMENDING APPENDIX C: "FEE SCHEDULE," TO REVISE THE FEE SCHEDULE TO CONFORM TO AMENDMENTS MADE BY THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

(Fiscal Impact: N/A)

**FIRST READING: SEPTEMBER 26, 2017**

(Staff Contact: David Recor/Jean E. Dolan)

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, that the Ordinance be ADOPTED. The motion carried by the following vote:**

**Yes:** Hardin  
Moss  
Perkins  
Sobel  
Burrie  
Fisher

**Enactment No: ORD. No. 2018-06**

20. [17-670](#) **P.N. 2018-03: (PUBLIC HEARING 1ST READING)**  
RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, MAKING CERTAIN FINDINGS AND DESIGNATING THE REAL PROPERTY REFERRED TO AS RESIDENCES AT PALM AIRE PARCEL C, LOCATED AT 3190 NW 4TH STREET, POMPANO BEACH, FLORIDA 33069, FOLIO NUMBER 4842-32-19-0030, AS A BROWNFIELD AREA PURSUANT TO SECTION 376.80(2)(A), FLORIDA STATUTES, FOR THE PURPOSE OF REHABILITATION, JOB CREATION, AND PROMOTING ECONOMIC REDEVELOPMENT; AUTHORIZING THE CITY MANAGER TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING AN EFFECTIVE DATE.

(Fiscal Impact: N/A)

(Staff Contact: Horacio Danovich)

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, that the Resolution be APPROVED FIRST READING. The motion carried by the following vote:**

**Yes:** Hardin  
Moss  
Perkins  
Sobel  
Burrie  
Fisher

21. 17-301 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED (1) \$46,000,000 AGGREGATE PRINCIPAL AMOUNT OF CITY OF POMPANO BEACH, FLORIDA GENERAL OBLIGATION BONDS FOR THE PRINCIPAL PURPOSE OF FINANCING OR REIMBURSING, ALL OR IN PART, TOGETHER WITH OTHER LEGALLY AVAILABLE FUNDS, THE COST OF ACQUIRING, CONSTRUCTING, EQUIPPING, RENOVATING, REPLACING AND IMPROVING CERTAIN PUBLIC SAFETY PROJECTS, (2) \$56,000,000 AGGREGATE PRINCIPAL AMOUNT OF CITY OF POMPANO BEACH, FLORIDA GENERAL OBLIGATION BONDS FOR THE PRINCIPAL PURPOSE OF FINANCING OR REIMBURSING, ALL OR IN PART, TOGETHER WITH OTHER LEGALLY AVAILABLE FUNDS, THE COST OF ACQUIRING, CONSTRUCTING, EQUIPPING, RENOVATING, REPLACING AND IMPROVING CERTAIN PARKS, RECREATION AND LEISURE PROJECTS, AND (3) \$79,000,000 AGGREGATE PRINCIPAL AMOUNT OF CITY OF POMPANO BEACH, FLORIDA GENERAL OBLIGATION BONDS FOR THE PRINCIPAL PURPOSE OF FINANCING OR REIMBURSING, ALL OR IN PART, TOGETHER WITH OTHER LEGALLY AVAILABLE FUNDS, THE COST OF ACQUIRING, CONSTRUCTING, EQUIPPING, RENOVATING, REPLACING AND IMPROVING STREETS, SIDEWALKS, BRIDGES AND STREETSCAPING PROJECTS, IN EACH CASE, AS MORE FULLY DESCRIBED HEREIN, AND SUBJECT TO THE BOND REFERENDUM HEREIN PROVIDED FOR AND SUBSEQUENT PROCEEDINGS OF THE CITY COMMISSION OF THE CITY, SUCH BONDS TO BE PAYABLE FROM THE FULL FAITH AND CREDIT AND UNLIMITED AD VALOREM TAXING POWER OF THE CITY; PROVIDING FOR AND CALLING A BOND REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY TO BE HELD ON MARCH 13, 2018; PROVIDING FOR OFFICIAL BALLOTS; PROVIDING FOR BOND REFERENDUM PROCEDURES; PROVIDING FOR OTHER MATTERS AND GENERAL AUTHORIZATIONS IN CONNECTION WITH THE FOREGOING; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALING CLAUSES; PROVIDING AN EFFECTIVE DATE.

(Fiscal Impact: N/A)

(Staff Contact: Suzette Sibble)

Meeting went into Recess

Meeting Reconvened

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, that the Resolution be ADOPTED. The motion carried by the following vote:**

**Yes:** Hardin  
Moss  
Burrie  
Fisher

**No:** Perkins  
Sobel

**Enactment No: RES. No. 2018-01**

22. [17-278](#) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LETTER AGREEMENT TO RETAIN THE LAW FIRM OF GREENSPOON MARDER, P.A. TO SERVE AS BOND COUNSEL; PROVIDING AN EFFECTIVE DATE.

(Fiscal Impact: Maximum \$157,000)

(Staff Contact: Suzette Sibble)

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, that the Resolution be ADOPTED. The motion carried by the following roll call vote:**

**Yes:** Hardin  
Moss  
Burrie  
Fisher

**No:** Perkins  
Sobel

**Enactment No: RES. No. 2018-13**

23. [18-02](#) **P.H. 2018-01: (PUBLIC HEARING 1ST READING)**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE: (i) A THIRD AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT RELATING TO CITY PROPERTY LYING BETWEEN NORTH OCEAN BOULEVARD (A1A) AND THE ATLANTIC OCEAN AND BETWEEN ATLANTIC BOULEVARD (S.R. 814) AND NE 5TH STREET, BETWEEN THE CITY OF POMPANO BEACH AND POMPANO PIER ASSOCIATES, LLC; (ii) A SECOND AMENDMENT TO PARCEL E GROUND LEASE RELATING TO CITY PROPERTY LYING BETWEEN NORTH OCEAN BOULEVARD (A1A) AND THE ATLANTIC OCEAN AND BETWEEN ATLANTIC BOULEVARD (S.R. 814) AND NE 5TH STREET, BETWEEN THE CITY OF POMPANO BEACH AND PPA-E, LLC; (iii) A FIRST AMENDMENT TO PHASE R4 SPACE LEASE RELATING TO CITY PROPERTY LYING BETWEEN NORTH OCEAN BOULEVARD (A1A) AND THE ATLANTIC OCEAN AND BETWEEN ATLANTIC BOULEVARD (S.R. 814) AND NE 5TH STREET, BETWEEN THE CITY OF POMPANO BEACH AND PPA-R4, LLC; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

(Fiscal Impact: N/A)

(Staff Contact: Greg Harrison/Adriane Esteban)

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, that the Ordinance be APPROVED FIRST READING. The motion carried by the following roll call vote:**

**Yes:** Hardin  
Moss  
Perkins  
Sobel  
Burrie  
Fisher

24. [17-678](#) Consideration for canceling the City Commission meetings of November 28, 2017 and December 26, 2017.

(Fiscal Impact: N/A)

(Staff Contact: Greg Harrison)

**A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, that the Item for Consideration/Discussion be APPROVED. The motion carried by the following vote:**

**Yes:** Hardin  
Moss  
Perkins  
Sobel  
Burrie  
Fisher

**F. REPORTS**

**G. ADJOURNMENT**

The meeting adjourned at 11:05 p.m.

**BALANCE IN CONTINGENCY**

Oct. 1, 2017	Beginning Balance	\$10,000.00
--------------	-------------------	-------------

**POMPANO BEACH  
COMMUNITY REDEVELOPMENT AGENCY BOARD  
MEETING MINUTES**

**Tuesday, October 17, 2017  
CITY COMMISSION CHAMBERS  
5:30 P.M.**

**PRESENT**

Mayor	Lamar Fisher
Vice-Chair	Charlotte Burrie
Commissioner	Rex Hardin
Commissioner	Barry Moss
Commissioner	Beverly Perkins
Commissioner	Michael Sobel

**ALSO PRESENT**

CRA Co-Executive Director	Kim Briesemeister
CRA Attorney	Claudia McKenna
City Manager	Greg Harrison
Project Manager	Adriane Esteban
Program Director	Dahlia Baker
Director of Prog. & Facilities	Cherolyn Davis
City Attorney	Mark Berman
Project Manager	Jordan Pace
NWCRA Advisory Chair	Whitney Rawls
Assistant City Manager	Brian Donovan
CRA Clerk	Marsha Carmichael
Deputy City Clerk	Kervin Alfred

**CALL TO ORDER**

**Mayor Fisher** called the meeting of the Community Redevelopment Agency Board to order at 5:32 P.M.

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

September 19, 2017 Minutes

**MOTION made by Commissioner Hardin to approve the minutes of the September 17, 2017 CRA Board Meeting. Seconded by Vice-Mayor Burrie. Motion was approved unanimously.**

**Consent Agenda Items #1 and #2 were moved to the regular agenda.**

### **APPROVAL OF THE AGENDA**

**MOTION made by Commissioner Hardin to approve the Agenda. Seconded by Vice-Mayor Burrie. Motion was approved unanimously.**

### **AUDIENCE TO BE HEARD**

**Ed Phillips**, 384 NW 19<sup>th</sup> Street expressed his concerns about density of future projects on the north side of MLK Boulevard.

#### **Item #1**

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIAL TO EXECUTE A SATISFACTION OF MORTGAGE PERTAINING TO A DEFERRED PAYMENT LOAN GIVEN BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY TO FLORENCE JOSEPH FOR PROPERTY LOCATED AT 641 NW 19 AVENUE; PROVIDING AN EFFECTIVE DATE.

**Commissioner Sobel** recognized this item is administrative in nature but questioned how many more mortgage forbearance and /or deferred payment loans would be coming before the Board for authorization. **Kim Briesemeister** stated she is unsure of the exact number and will have to provide the information back to the Board. Commissioner Sobel asked who inspects the property to see if it has been maintained. **Kim Briesemeister** responded staff checks for liens or code violations and a visual exterior inspection is completed.

**Ed Phillips**, 384 NW 19<sup>th</sup>, questioned the process regarding the maintenance of the property and the ramifications if the property is not maintained. **Mayor Fisher** said the city is in second position on the mortgage and pursuing a foreclosure for non-maintenance would force removal of the first option which could prove to be costly.

**MOTION made by Commissioner Hardin to approve this resolution. Seconded by Vice Mayor Burrie. On roll call, motion passed unanimously.**

**Item #2**

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIAL TO EXECUTE A SATISFACTION OF MORTGAGE PERTAINING TO A DEFERRED PAYMENT LOAN GIVEN BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY TO JEFFREY B. BOSKET, JR. AND TANZANIA T. BOSKET FOR PROPERTY LOCATED AT 681 NW 19 AVENUE; PROVIDING AN EFFECTIVE DATE

**MOTION made by Commissioner Hardin to approve this resolution. Seconded by Vice Mayor Burrie. On roll call, motion passed unanimously.**

**REGULAR AGENDA**

**Item #3**

APPROVAL TO CONTINUE DISCUSSIONS WITH IL PORTICO, LLC IN RESPONSE TO IL PORTICO'S SUBMISSION TO REQUEST FOR PROPOSALS (RFP) E-29-17 TO CONSTRUCT A MIXED-USE DEVELOPMENT LOCATED ON DIXIE HIGHWAY AND DR. MARTIN LUTHER KING, JR. BLVD. / NW 3RD STREET.

**Kim Briesemeister** explained the Request For Proposal (RFP) was issued due to preliminary interest on a single property of the gateway site and not the entire assemblage. One proposal was received upon deadline and presented in its simplest form, this footprint meets planning and zoning guidelines. Bringing the project forward at this time allows the opportunity for the community at large, the Advisory Committee and the CRA Board to provide input on whether the project generally meets the concept of the development parameters envisioned for this site. If the general consensus of the Board is to move forward with this developer, then staff will analyze the project in detail and bring it back before Board for discussion and final approval. **Kim Briesemeister** introduced **Jordan Pace**, Project Manager, who will be working on this project as well as other real estate projects in the Northwest area.

**Mario Caprini**, President, Capital Group, 55 NE 5<sup>th</sup> Avenue, Boca Raton, introduced the team involved in the IL Portico project. The proposed concept includes 173 micro, 1, 2 and 3 bedroom apartments, live/work space, shared office space, surface parking, parking deck and public green area. The project cost is estimated at approximately \$50 million.

**Ed Philips**, 384 NW 19<sup>th</sup> Street, expressed concerns regarding the preliminary design and the density of the project.

**Vincente Thrower**, 1890 NE 6th Avenue submitted a list of questions and concerns regarding the feasibility of the project. He asked if there will be any further property acquisition required for this development as presented. **Mr. Caprini** responded the concept is based on the available property and there are no plans to acquire additional property.

**Dodie Keith, Keith and Associates**, 301 E. Atlantic Boulevard, urged the Board to continue the process and allow staff to analyze the project.

**Commissioner Hardin** commended staff for bringing the project forward in the early stages to involve the community and the Board in the process. He said he would like to see staff do a detailed analysis of the proposed development. **Commissioner Moss** said he likes the overall concept and asked the developer who would pay for the construction of the parking garage. **Mario Caprini** responded Capital Group. **Commissioner Perkins** asked about the RFP process and questioned if it was solicited. **Kim Briesemeister** responded the RFP was placed on the City and CRA websites, advertised on "Opsites", the Sun Sentinel or Miami Herald or both, Loopnet and sent out to a compiled mailing list of industry professionals. The proposal was solicited initially for 60 days then extended for an additional 30 days. **Claudia McKenna** stated the solicitation process is completed by the Procurement Official and not CRA staff. **Mayor Fisher** commented he likes the creativity and green aspects of the conceptual designs and would like staff to continue to do analysis of the project.

**MOTION made by Commissioner Hardin to approve this resolution.  
Seconded by Vice Mayor Burrie. On roll call, motion passed 4-2.**

**"Yes" – Fisher, Burrie, Hardin and Moss**

**"No" – Perkins, Sobel**

#### **Item #4**

APPROVE RANKING ORDER FOR RFP P-40-17 BROKERAGE SERVICES FOR THE CITY AND CRA ASSETS TO AUTHORIZE STAFF TO NEGOTIATE A CONTRACT WITH THE HIGHEST-RANKED FIRM, CUSHMAN AND WAKEFIELD US, INC.

**Kim Briesemeister** explained this is a companion item to what was heard at the previous City Commission meeting. She explained this is to approve the ranking order and to authorize staff to negotiate an agreement with the top ranked firm Cushman and Wakefield. The agreement terms are to market the properties owned by the CRA as they can provide a broader outreach nationally. CRA will still be responsible for negotiating any development interest on the properties. **Mayor Fisher** asked that the agreement include a provision to involve local area brokers in the marketing process.

**Ed Philips**, 384 NW 19<sup>th</sup> Street, said he hopes Cushman and Wakefield will provide a variety of brokers including African Americans to assist in the process.

**Vincente Thrower**, 1890 NE 6<sup>th</sup> Avenue, expressed concerns regarding the use of Cushman and Wakefield and questioned whether this is good for the City. He said he feels bringing in a brokerage firm will have an impact on the price of properties in the area.

**MOTION made by Commissioner Hardin to approve this resolution. Seconded by Vice Mayor Burrie. On roll call, motion passed 4-2.**

**“Yes” – Fisher, Burrie, Hardin and Moss**

**“No” – Perkins, Sobel**

#### **Item #5**

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CRA AND THE CITY OF POMPANO BEACH RELATING TO ADDITIONAL IMPROVEMENTS TO THE ATLANTIC BOULEVARD BRIDGE TO BE PROVIDED BY THE CRA; PROVIDING AN EFFECTIVE DATE

**Adrian Esteban**, Project Manager, explained Item #5 and Item #6 are companion items relating to the aesthetic improvements to the Atlantic Boulevard Bridge. The City entered into an agreement with FDOT for the improvements and approval of the Interlocal Agreement between the City and CRA is required to allow the CRA to manage and fund all aspects of the improvements. **Mayor Fisher** congratulated **Horacio Danovich** and exclaimed this has been a long time in the making and is excited to see it come to fruition. **Commissioner Moss** expressed concerns about doing aesthetic improvements without knowing the life expectancy of the bridge. **Mark Kleisley**, Burkhardt Construction, said the aesthetics improvements are not structural improvements but to the barrier wall, tenderhouse and surrounding the bridge. **Commissioner Sobel** said he spoke with **Mr. Donovich** prior to tonight's meeting and understood the bridge had undergone major structural improvements 5 or 6 years ago which extended the life expectancy of the bridge. He asked about the timeframe of construction. **Mark Kleisley** said they anticipate the construction will take approximately a year and half and will be completed by July 2019.

#### **Item #6**

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE AN AMENDMENT TO THAT CERTAIN

DESIGN-BUILD AGREEMENT BETWEEN THE CRA AND BURKHARDT CONSTRUCTION, INC./CURRIE SOWARDS AGUILA ARCHITECTS, INC. RELATING TO ADDITIONAL IMPROVEMENTS TO THE ATLANTIC BOULEVARD BRIDGE IN THE AMOUNT OF \$3,498,860; PROVIDING AN EFFECTIVE DATE.

**Adrian Esteban**, Project Manager, said the total project cost is approximately \$5 million. In 2014, the Board entered into a design/build agreement with Burkhardt Construction, Inc./Currie Sowards Aguila Architect, Inc. for \$1.5 million to assist the CRA with design, permitting and partial construction. This amendment includes the cost for the additional improvements proposed including the sails and the tenderhouse. Staff believes it is in the CRA and City's best interest to carry out all improvements in one phase so BCI/CSA can manage to minimize the impact to residents and visitors and expedite construction activities. **Ms. Esteban** confirmed the life expectancy of the bridge by FDOT is another 20-30 years.

**MOTION made by Commissioner Hardin to approve this resolution. Seconded by Vice Mayor Burrie. On roll call, motion passed 5-1.**

**Yes – Burrie, Fisher, Hardin, Perkins and Sobel**  
**No – Moss**

#### **Item #7**

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A LEASE AGREEMENT BETWEEN THE CRA AND ASHANTI CULTURAL ARTS AND ENRICHMENT, INC.; PROVIDING AN EFFECTIVE DATE.

**Jordan Pace**, Project Manager, said Ashanti's previous lease has expired and the new lease is for an initial 1 year term with option to renew for 1 additional year.

**Linda Jones**, 3499 Oaks Way, thanked the Board for their continued support and requested consideration of longer term lease of 5 years. **Mayor Fisher** explained an amendment to the lease could be brought forward at a future meeting but the dance company must be in compliance under a current lease before an extension of terms can be considered.

**MOTION made by Commissioner Hardin to approve this resolution. Seconded by Vice Mayor Burrie. On roll call, motion passed unanimously.**

**Item #8**

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A SUBLEASE AGREEMENT BETWEEN THE CRA AND CITY VISTA ASSOCIATES, LLC; PROVIDING AN EFFECTIVE DATE.

**Jordan Pace**, Project Manager, reported City Vista is requesting a short term sublease agreement to operate a temporary leasing office at the CRA-leased property located at 37 NE 1st Street.

**MOTION made by Commissioner Hardin to approve this resolution. Seconded by Vice Mayor Burrie. On roll call, motion passed 5-1.**

**Yes – Burrie, Fisher, Hardin, Moss, and Sobel**  
**No – Perkins**

**Item #9**

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPOINTING FRED STACER, ONE GENERAL CONTRACTOR, DEVELOPER, REAL ESTATE PROFESSIONAL, APPRAISER OR RELATED INDUSTRY PROFESSIONAL, TO THE EAST CRA DISTRICT ADVISORY COMMITTEE OF THE CRA FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON OCTOBER 17, 2019; PROVIDING AN EFFECTIVE DATE.

**MOTION made by Commissioner Hardin to nominate Fred Stacer. Seconded by Commissioner Moss. Mayor Fisher asked for any other nominations. Commissioner Sobel nominated Ronald Postma. On roll call, Fred Stacer was appointed.**

**Fred Stacer – Hardin, Moss, Burrie, Fisher**  
**Ronald Postma – Sobel, Perkins**

**Item #10**

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPOINTING KENNETH RODGERS, ONE RESIDENT FROM THE ECRA DISTRICT OR WITHIN ONE-MILE RADIUS OF THE ECRA DISTRICT, TO THE EAST CRA DISTRICT ADVISORY COMMITTEE OF THE CRA FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON OCTOBER 17, 2019; PROVIDING AN EFFECTIVE DATE.

**MOTION made by Commissioner Hardin to nominate Kenneth Rodgers. Seconded by Commissioner Moss. Mayor Fisher asked for any other nominations. Commissioner Sobel nominated Jay Arneson. On roll call, Kenneth Rogers was appointed.**

**Kenneth Rodgers – Hardin, Moss, Burrie, Fisher  
Jay Arnenson – Sobel, Perkins**

**Item #11**

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPOINTING ROBERT SHELLEY, ONE CITY RESIDENT OR BUSINESS OWNER, TO THE EAST CRA DISTRICT ADVISORY COMMITTEE OF THE CRA FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON OCTOBER 17, 2019; PROVIDING AN EFFECTIVE DATE.

**MOTION made by Mayor Fisher to nominate Robert Shelley. Seconded by Commissioner Hardin. Mayor Fisher asked for any other nominations. Commissioner Sobel nominated Angela Hill. On roll call, Robert Shelley was appointed.**

**Robert Shelley – Hardin, Moss, Burrie, Fisher  
Angela Hill – Sobel, Perkins**

**Item #12**

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY APPOINTING \_\_\_\_\_, ONE RESIDENT OF THE NORTHWEST CRA DISTRICT, TO THE NORTHWEST DISTRICT ADVISORY COMMITTEE OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON OCTOBER 17, 2019; PROVIDING AN EFFECTIVE DATE.

**Mayor Fisher** reported the name Phyllis Smith from District 5 has been added for consideration.

**MOTION made by Commissioner Hardin to nominate Phyllis Smith. Seconded by Commissioner Hardin. Mayor Fisher asked for any other nominations. Commissioner Sobel nominated Margaret Luster. On roll call, there was a three to three vote.**

**Phyllis Smith – Hardin, Moss, Fisher  
Margaret Luster – Burrie, Sobel, Perkins**

**Mayor Fisher** referred to the CRA Attorney on the matter. **Claudia McKenna** stated the vote yields no appointee. One of the Board members could either change their vote, nominate someone else or recall the vote.

**A Second Vote was called**

**MOTION made by Commissioner Hardin to nominate Phyllis Smith. Seconded by Commissioner Hardin. Mayor Fisher asked for any other nominations. Commissioner Sobel nominated Margaret Luster. On roll call, there was a three to three vote.**

**Phyllis Smith – Hardin, Moss, Fisher**  
**Margaret Luster – Burrie, Sobel, Perkins**

**No appointment was made.**

**Item #13**

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY APPOINTING VELMA FLOWERS, ONE OWNER AND OPERATOR OF A BUSINESS LOCATED IN THE NORTHWEST CRA, TO THE NORTHWEST DISTRICT ADVISORY COMMITTEE OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON OCTOBER 17, 2019; PROVIDING AN EFFECTIVE DATE.

**Richard Sasso**, introduced himself and stated he is the business owner of Mr. Squeaky Car Wash located at 499 W Atlantic Boulevard. The business has been operating in the Northwest community for approximately 12 years. He provided a letter of support from the Northwest Advisory Committee Vice-Chairman, Jay Ghanem, for consideration of appointment to the Northwest Advisory Committee.

**MOTION made by Commissioner Hardin to nominate Velma Flowers. Seconded by Commissioner Hardin. Mayor Fisher asked for any other nominations. Commissioner Perkins nominated Richard Sasso. On roll call, it was a three to three vote.**

**Velma Flowers – Hardin, Moss, Fisher**  
**Richard Sasso –Sobel, Perkins, Burrie**

**Commissioner Sobel** stated there are problems with absenteeism on this Committee and asked Mr. Sasso if he is committed to attending the meetings. **Richard Sasso** responded yes, he is committed to serving the area. **Commissioner Moss** expressed concerns about **Mr. Sasso** not residing in the

Northwest. **Commissioner Sobel** said there are many voluntary Committees served by people who own businesses that impact the community. **Vice Mayor Burrie** said Ms. Flowers has donated her time to the community, is an exemplary person and would be an excellent choice for the Committee.

### A Second Vote was called

**MOTION made by Commissioner Hardin to nominate Velma Flowers. Seconded by Commissioner Hardin. Mayor Fisher asked for any other nominations. Commissioner Perkins nominated Richard Sasso. On roll call, Velma Flowers was appointed.**

**Velma Flowers – Hardin, Moss, Burrie, Fisher  
Richard Sasso – Sobel, Perkins**

### REPORTS

#### **Kim Briesemeister**

1. The first joint City and CRA flyer of all the holiday activities is completed providing opportunity to cross promote all the events.
2. October 26<sup>th</sup>, there will be a community input meeting to discuss various options for Annie Gillis Park.
3. October 30<sup>th</sup>, EDSA will moderate a meeting regarding Atlantic Boulevard/Dixie Highway intersection.

**Mayor Fisher** requested cancelation of the November 21<sup>st</sup> meeting.

**MOTION made by Commissioner Hardin to cancel the November 21, 2017 CRA Board meeting. Seconded by Vice Mayor Burrie. On roll call, the motion passed unanimously.**

**Claudia McKenna** announced the following Attorney Client Session:  
***Pompano Beach Community Redevelopment Agency and City of Pompano Beach vs. Broward County, Case No.: 14-009654(18), 17th Judicial Circuit, Broward County, Florida.***

**Commissioner Hardin** requested discussion on conceptual projects being brought to the Board in the beginning stages and prior to due diligence completed by staff. **Mayor Fisher** stated he was in favor of bringing a concept forward but would like to have more due diligence done prior to any presentation. **Vice Mayor Burrie** agreed with **Commissioner Hardin** and thinks bringing projects forward earlier provides more transparency and opportunity for input. **Commissioner Sobel** said he would like to see more details provided on conceptual projects to avoid the appearance of approving a development without

all the details. **Claudia McKenna** said she would like to speak in the context of the conceptual project on tonight's agenda. She explained there are generally a number of potential outcomes outlined in RFP's which includes withdrawing the RFP, negotiate with responders, modify etc. If multiple responses had been received, there would have been a committee review and ranking completed. On this particular RFP, there was only one responder. When you have a single responder and prior to the due diligence process, the question is, do you want staff to proceed to continue to pursue conversation with the developer or do you want to reissue the RFP.

**Commissioner Moss** commended Vincente Thrower on a letter provided to the Board and how well it was written.

**Commissioner Perkins** reported she had attended the 1<sup>st</sup> annual Haiti Leadership Conference with approximately 40 ladies from Haiti who were all Mayors of their cities.

**Commissioner Sobel** stated he inadvertently omitted **Greg Jones** when commending staff for the Harlem Nights event. He commended **Cherolyn Davis** for Soulful Sundays and observed in the area of the Ali Cultural Arts Center, the need for additional lighting and questioned the status of the sign and the canopy for the Center. **Kim Briesemeister** answered the signs have been designed and they are in the permitting process. She explained the west side is dark due to the City Vista construction. **Adrian Esteban** stated the Board approved \$55,000 in the FY 2018 budget for a canopy for the outside courtyard area of the Ali. Three quotes have been received and Public Works is currently reviewing the submittals.

**Commissioner Sobel** stated a vote was done at a prior meeting to have the County conduct a forensic audit of the CRA and to date there has been no forward movement. He said according to information received by the County, they are not in agreement with the motion made by the CRA which includes a request for reimbursement of City/CRA staff time. **Claudia McKenna** clarified this Board made a motion as follows; to conduct a forensic audit from 1989 forward with Broward County paying an independent auditor selected by the County and the City collectively, and Broward County paying all costs related to the forensic audit, and the audit will not conflict with the ongoing lawsuit. A memorandum outlining the conditions in the motion was provided to the County Attorney and to date has not gone before the County Commission to be heard. **Commissioner Sobel** said he wanted to amend the previous motion to remove the stipulation of the County reimbursing for staff time related to the audit. **Mayor Fisher** stated he has to protect the City and CRA and feels the city should not be responsible for spending any city tax dollars related to the forensic audit.

**MOTION made by Commissioner Sobel to replace the prior motion by the Board and to have Broward County pay for a forensic audit from 1989 forward by an independent auditor selected by the County and City collectively. On roll call, motion failed 2-4.**

**“Yes” – Perkins, Sobel**

**“No” – Hardin, Moss, Burrie, Fisher**

**Commissioner Sobel** commended RMA for the progress of the CRA to this point. He stated he feels development will continue organically therefore he would like to terminate the RMA contract effective in six months. **Mayor Fisher** said in the past, complaints were made that nothing was happening when there was not a firm in place. **Kim Briesemeister** said there is a defined contract that ends in 2020 administered by the City Manager. She encouraged the Board to review and analyze the fiscal aspects of in house employees versus contractual employees. What RMA currently provides is access to 21 employees of which 8 are full-time. If you do a comparison of other CRA's with their own employees, administrative overhead cost is higher and they have less money to spend. Currently 9% of the CRA budget is attributed to administrative cost. **Commissioner Hardin** asked if anyone has consulted with the City Manager if RMA is phased out what he envisions to maintain the CRA as it currently functions. **Commissioner Perkins** said the community is very divided and stated it is structured racism and Commissioners should listen to the community with an open mind prior to making final decisions.

**Motion made by Commissioner Sobel to terminate RMA's contract in 6 months. Seconded by Commissioner Perkins. On roll call, motion failed 2 - 4.**

**“Yes” – Perkins, Sobel**

**“No” – Hardin, Moss, Burrie, Fisher**

**Vice Mayor Burrie – No reports**

**Mayor Fisher - No reports.**

### **ADJOURNMENT**

**Mayor Fisher** adjourned the meeting of the CRA Board at 8:53 PM.