

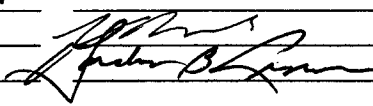
REQUESTED COMMISSION ACTION:

Consent	<input checked="" type="checkbox"/> Ordinance	Resolution	Consideration/ Discussion	Presentation
SHORT TITLE <u>An ordinance amending Chapter 155, "Zoning Code", of the Code of Ordinances of the City of Pompano Beach, Florida by amending Section 155.003, "Definitions", by deleting references to a previous Zoning Map; by amending section 155.005, "Zoning Districts", to provide for the adoption of a new Official Zoning Map; providing for severability; providing an effective date</u>				

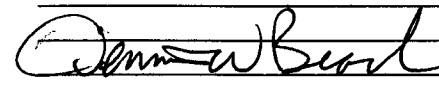
**Summary of Purpose and Why:**

As per Zoning Code section 155.005, the City is required to adopt and maintain an Official Zoning Map, kept on file in the Department of Development Services, further identified with the signatures of the Mayor attested by the City Clerk. Due to the City's recent purchase of Graphic Information Systems (GIS) mapping software, as well as staff training in the GIS program, the City of Pompano Beach Department of Development Services Zoning Division was able to recreate the Zoning Map from the current Official Map. No additional changes or zoning district boundary modifications have been made to the map to be designated as the City's Official Zoning Map. The attached Ordinance provides updates to Section 155.003 to reflect the adoption of the City's GIS based map as the Official Zoning Map.

- (1) Origin of request for this action: Development Services Dept.
- (2) Primary staff contact: Robin M. Bird/Jean E. Dolan Ext. 5554
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	03/03/2011	Approval	
City Attorney	03/30/2011	Prepared Ordinance	

Planning and Zoning Board March 23, 2011

City Manager 

**ACTION TAKEN BY COMMISSION:**

Ordinance	Resolution	Consideration
Workshop		
1 <sup>st</sup> Reading <u>04/26/2011</u>	1 <sup>st</sup> Reading _____	Results: _____
2 <sup>nd</sup> Reading <u>05/10/2011</u>	_____	Results: _____
_____	_____	_____
_____	_____	_____

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

**AN ORDINANCE AMENDING CHAPTER 155, "ZONING CODE," OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA, BY AMENDING SECTION 155.003, "DEFINITIONS," BY DELETING REFERENCES TO A PREVIOUS ZONING MAP; BY AMENDING SECTION 155.005, "ZONING DISTRICTS," TO PROVIDE FOR THE ADOPTION OF A NEW OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That Section 155.003, "Definitions," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

**§ 155.003 DEFINITIONS.**

(A) The written descriptions of the zoning definitions and restrictions contained in this chapter ~~are hereby~~ have been adopted and made a part of the official zoning map, being a part of the official zoning ordinance ~~adopted by the City Commission on August 13, 1957,~~ and placed on file with the City Clerk ~~on August 13, 1957.~~

...

**SECTION 2.** That Section 155.005, "Zoning Districts," of Chapter 155, "Zoning Code,"

of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

**§ 155.005 ZONING DISTRICTS.**

(A) For the purpose of this chapter, in promoting the public health, safety, morals, and general welfare of the community, the city is hereby divided into 29 types of districts.

(B) The boundaries of each of these districts are hereby defined and established as shown on, in, and by the comprehensive zone plan map entitled Zoning Map of the City of Pompano Beach, Broward County, Florida, hereinafter referred to as the official zoning map, which together with all explanatory matter, accompanied by the written description of the zoning definitions and restrictions provided by this chapter was submitted to the City Commission on April 16, 1957, and is on file in the office of the City Clerk where it is available to the public, and is hereby adopted, established, and ordained to be the official zoning plan of and for the city, as amended by the City Commission and is hereby declared to be a part of this chapter. The zoning map of the city, dated August 13, 1957, shall be further identified by the signature of the Mayor, attested by the City Clerk, and bearing the seal of the city under the following words: "This is to certify that this is the Official Zoning Map of the City of Pompano Beach, Broward County, Florida, referred to in Section I of Ordinance Number 664 of the City of Pompano Beach, Florida."

(C) There is hereby adopted as the official zoning map and plan of the city that certain map made a part hereof as if set forth in full herein. The map constitutes a revision of the original official zoning map and plan referred to in (B) above, and any subsequently adopted map, the revisions reflecting amendments thereto since the initial adoption thereof. Henceforth the map shall be referred to as the revised zoning map of the city (~~1997~~ 2011), and it shall be the only official zoning map and plan of the city, all other zoning maps and plans being hereby specifically repealed. The map shall be kept on file in the office of the ~~Planning Department~~ City Clerk and shall be further identified by the signatures of the Mayor, attested by the City Clerk, and bearing the seal of the city under the following words: "This is to certify that this is the Official Zoning Map of the City of Pompano Beach, Broward County, Florida, (revised ~~October 1997~~ April 2011)." In the event that there is any conflict between the district boundaries as shown on the revised map and the original zoning ordinance establishing the districts, or subsequent zoning maps or ordinances amending the boundaries of the districts, then and in that event the boundaries set forth in the original ordinance or the amendatory ordinance shall be controlling and the map shall be changed accordingly.

(D) This section is hereby deemed to include the rezoning of those parcels of land described in Exhibit A of Ordinance 83-32, which exhibit is hereby incorporated herein by reference as if set forth in full. Any and all development and residential densities in the areas rezoned by Ordinance 83-32 shall be in accordance with the city land use plan. The ~~Director of Planning and Growth Management~~ Development Services Director is hereby directed to mark the rezoning provided for in Ordinance 83-32 on the official zoning map of the city on file in the office of the Planning Department.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**PASSED SECOND READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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**LAMAR FISHER, MAYOR**

**ATTEST:**

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**MARY L. CHAMBERS, CITY CLERK**

GBL/jrm  
3/30/11  
L:ord/ch155/2011-230




**City Attorney's Communication #2011-885**

March 30, 2011

**TO:** Jean E. Dolan, AICP, Principal Planner

**FROM:** Jill R. Mesojedec, FRP, Paralegal

**VIA:** Gordon B. Linn, City Attorney 

**RE:** Ordinances to Adopt New Official Future Land Use Map; Official Zoning Map and Amending Section 154, "Planning"

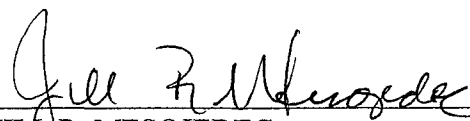
As requested in your memorandum of March 24, 2011, Zoning Department Memorandum No. 11-109, the following form of ordinances relative to the above-referenced matter, have been prepared and are attached:

**AN ORDINANCE AMENDING CHAPTER 154, "PLANNING," OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, BY AMENDING SECTION 154.03, "ADOPTION OF COMPREHENSIVE PLAN," TO UPDATE REFERENCES TO THE CITY'S COMPREHENSIVE PLAN AND FUTURE LAND USE MAP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, TO PROVIDE FOR THE ADOPTION OF THE CITY OF POMPANO BEACH FUTURE LAND USE MAP; PROVIDING AN EFFECTIVE DATE.**

**AN ORDINANCE AMENDING CHAPTER 155, "ZONING CODE," OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA, BY AMENDING SECTION 155.003, "DEFINITIONS," BY DELETING REFERENCES TO A PREVIOUS ZONING MAP; BY AMENDING SECTION 155.005, "ZONING DISTRICTS," TO PROVIDE FOR THE ADOPTION OF A NEW OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

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

  
\_\_\_\_\_  
JILL R. MESOJEDEC

PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY

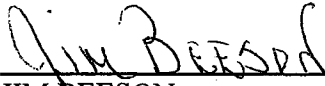
MEMORANDUM #11-19

DATE: March 24, 2011  
TO: City Commission  
FROM: Planning and Zoning Board/Local Planning Agency  
SUBJECT: PREPARATION OF THE OFFICIAL ZONING MAP

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At the meeting of the Planning and Zoning Board/Local Planning Agency held on March 23, 2011, the Board reviewed Department of Development Services Memorandum #11-084, recommending approval to transfer the City of Pompano Official Zoning Map from Walter H. Keller, Inc. to the City of Pompano Beach and terminate the agreement with Walter H. Keller, Inc. as set forth under Resolution No. 87-91.

It is the unanimous recommendation of the Board that the City Commission approve the transfer of the City of Pompano Official Zoning Map from Walter H. Keller, Inc. to the City of Pompano Beach and terminate the agreement with Walter H. Keller, Inc. as set forth under Resolution No. 87-91, as recommended by Staff.

  
\_\_\_\_\_  
JIM BEESON  
Chairman  
Planning and Zoning Board/Local Planning Agency

lrh



**CITY OF POMPANO BEACH  
DEVELOPMENT SERVICES DEPARTMENT**



**ADMINISTRATIVE MEMORANDUM NO. 11-084**

DATE: March 3, 2011  
TO: Planning & Zoning Board  
VIA: Robin M. Bird, Development Services Director *RB*  
FROM: Paola A. West, Planner *PW*  
RE: Official Zoning Map Transfer from Walter H. Keller, Inc. to the City of Pompano Beach  
- Termination of Agreement

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As per Zoning Code section 155.005, the City is required to adopt and maintain an Official Zoning Map, kept on file in the Department of Development Services, further identified with the signatures of the Mayor attested by the City Clerk. This Official Map was created by Walter H. Keller, Inc., and has been maintained and updated by Walter H. Keller, Inc. since February 17, 1987. Details of the agreement between the City and Walter H. Keller, Inc. are delineated in Resolution 87-91 attached.

Due to the City's recent purchase of Graphic Information Systems (GIS) mapping software, as well as staff training in the GIS program, the City of Pompano Beach Department of Development Services Zoning Division was able to recreate the Zoning Map from the Official Map created by Walter H. Keller, Inc. No additional changes or zoning boundary modifications have been made to the map from the last change made by Walter H. Keller, Inc.

Though Walter H. Keller, Inc. has served the City well for many years, transferring the Official Map from Walter H. Keller, Inc. to the City of Pompano Beach will save the City a substantial amount of funds. The transfer also has other benefits:

- By actually creating and maintaining the map, City staff is more familiar with its every detail.
- The map is continuously updated because the City's GIS parcel data is linked to the Broward County Property Appraiser's database through the Information Technology (IT) Department.
- The interactive digital map is readily available to staff. Addresses can be searched and researched at the click of a mouse, thus increasing the response time for daily zoning inquiries.
- The map can be emailed to residents, businesses, and developers, which saves a substantial amount of time and printing costs and consequently reduces paper waste.

**Development Services Staff Recommended P&Z Motion to Approve:**

The Planning and Zoning Division Staff recommend approval to transfer the City of Pompano Beach Official Zoning Map from Walter H. Keller, Inc. to the City of Pompano Beach and therefore terminate the agreement approved and authorized under Resolution 87-91.

RESOLUTION NO. 87- 91

CITY OF POMPANO BEACH  
Broward County, Florida

A RESOLUTION APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH WALTER H. KELLER, JR., INC. FOR THE OFFICIAL CITY OF POMPANO BEACH ZONING MAP; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That an Agreement between the City of Pompano Beach and Walter H. Keller, Jr., Inc., for the above titled Zoning Map, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2: That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Walter H. Keller, Jr., Inc.

SECTION 3: This Resolution shall become effective upon passage.

PASSED AND ADOPTED THIS 17th day of February, 1987

  
\_\_\_\_\_  
E. PAT LARKINS MAYOR

ATTEST:

  
\_\_\_\_\_  
VERNADETTE HEWETT  
CITY CLERK

2/9/87

AGREEMENT

Between

THE CITY OF POMPANO BEACH  
And  
WALTER H. KELLER, JR., INC.

For

THE OFFICIAL CITY OF POMPANO BEACH ZONING MAP

This is an Agreement between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY",

AND

WALTER H. KELLER, JR., INC., a private for-profit corporation, hereinafter referred to as "CONSULTANT."

WHEREAS, the City of Pompano Beach Planning and Growth Management Department recommended WALTER H. KELLER, JR., INC., to the City Commission to prepare the official City of Pompano Beach Zoning Map; and

WHEREAS, WALTER H. KELLER, JR., INC., was the highest rated consultant of the four firms which responded to the City's request for proposals; and

WHEREAS, on November 18, 1986, the Pompano Beach City Commission approved the ranking order recommended by the Planning and Growth Management Department and authorized the proper City officials to begin contract negotiations; and

WHEREAS, the Planning and Growth Management Department has negotiated a contract to obtain the services and deliverables as described in Exhibit "A" hereto attached;

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

SECTION 1. Scope of Services

A. The detailed Scope of Services is included in Exhibit "A", attached hereto and incorporated herein.

CONSULTANT shall provide services and produce deliverables in four (4) Tasks identified as follows:

TASK 1: Data Collection. The CONSULTANT shall complete the tasks outlined on Task 1.0 on page one (1) of Exhibit "A".

TASK 2.: Prepare Sectional Maps. The CONSULTANT shall complete Subtasks 2.1 through 2.7 outlined on pages one (1) through two (2) of Exhibit "A".

TASK 3.: Prepare City Zoning Map. The CONSULTANT shall complete Task 3.0 as outlined on page two (2) of Exhibit "A".

TASK 4.: Submit Data/Map files to the City. The CONSULTANT shall complete Subtasks 4.1 through 4.2 as outlined on page two (2) of Exhibit "A".

B. The CONSULTANT further agrees to the following in respect to the Scope of Services.

1. The CONSULTANT will prepare the official City of Pompano Beach Zoning Map in full compliance with all relevant sections of the City of Pompano Beach Zoning Code.

SECTION 2: Project Supervisor - Consultant Management Committee

A. A Consultant Management Committee consisting of the Directors of the CITY'S Planning and Growth Management, and Public Works Departments, or their designees, shall be established chaired by the Planning and Growth Management Department Director or his designee, who shall act as Project Supervisor.

B. The Committee's duties shall include, but are not limited to:

1. Review of scope of work.
2. Set quality standards for services and deliverables.
3. Review and coordinate draft and final work products.
4. Schedule and coordinate necessary public meetings.
5. Provide a forum for discussing and resolving problems.
6. Meet at least one (1) time with the City of Pompano Beach Planning and Zoning Board, and the City of Pompano Beach City Commission.
7. Coordinate public relations.

C. Meetings of the Committee shall be held at the City of Pompano Beach City Hall and shall be called by the City Planning and Growth Management Department Director, or his designee, or one of the other members of the Committee with the consent of the CITY Planning and Growth Management Department Director, or his designee.

SECTION 3. Time of Performance

The CONSULTANT shall perform the services described in SECTION 1 within twelve (12) weeks of execution of this Agreement by the CITY. In the event the CONSULTANT is unable to complete the above

services because of delays beyond the control of the CONSULTANT, the CITY may grant reasonable extension of time for completion of the Services. It is the responsibility of the CONSULTANT to notify the CITY promptly, in writing, when a delay is anticipated or experienced.

SECTION 4. Compensation and Method of Payment

A. The CITY agrees to pay the CONSULTANT as compensation for its professional services and for all related expenses a lump sum of Thirteen Thousand Five Hundred (\$13,500.00) Dollars. This amount does not include reimbursement for out of pocket expenses such as, photographic reduction, photographic mylars, or blueprinting mylars, et cetera, which will be billed at a cost not to exceed Five Hundred (\$500.00) Dollars.

B. Method of Payment

1. The CONSULTANT shall submit a bill for its professional fees and reimbursable expenses at the completion of each task described in Exhibit "A".
2. The statement for payment of fees shall identify the nature of the work performed, including total hours and job classification of persons performing the work. Hourly rates to be paid for various job classifications shall be as follows:

Job Classification	Rate
SEE EXHIBIT "B"	

3. A Lump sum payment of One Thousand (\$1,000.00) Dollars shall be made to CONSULTANT upon acceptance by the Planning and Growth Management Director of all services and deliverables described in Task 1 minus ten percent (10%) retainage.
4. A lump sum payment of Nine Thousand (\$9,000.00) Dollars shall be made to CONSULTANT upon acceptance by the Planning and Growth Management Director of all services and deliverables described in Task 2 minus ten percent (10%) retainage.
5. A lump sum payment of Two Thousand (\$2,000.00) Dollars shall be made to the CONSULTANT upon acceptance by the Planning and Growth Management Director of all services and deliverables described in Task 3 minus ten percent (10%) retainage.
6. A lump sum payment of One Thousand Five Hundred (\$1,500.00) Dollars shall be made to the CONSULTANT upon acceptance by the Planning and Growth Management Director of all services and deliverables described in Task 4 minus ten percent (10%) retainage.

7. Retainage shall be released upon acceptance of the completed Zoning Map by the City Commission; however, under no circumstances shall the retainage be held beyond three (3) months from the date of the presentation of the completed Zoning Map to the City Commission.

SECTION 5. Additional Services and Changes In Scope of Work.

CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

SECTION 6. Ownership of Documents

Drawings, specifications, designs, models, photographs, reports, surveys, and other data developed in connection with this Agreement are and shall remain the property of the CITY.

SECTION 7. Termination

This Agreement may be terminated by the CITY at any time, for any reason, upon fourteen (14) days written notice. The CONSULTANT shall be paid its compensation for services performed to termination date in accordance with SECTION 4 of this Agreement. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of the CITY and shall be delivered by CONSULTANT to CITY.

SECTION 8. Records.

CONSULTANT shall keep such records and accounts and require any and all consultants and subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to costs charged to this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY and shall be kept for a period of one (1) year after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records shall be grounds for disallowance by CITY of any fees or expenses based upon such entries.

SECTION 9. No Contingent Fees.

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for

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

**SECTION 10. Subcontractors.**

In the event the CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must secure the prior written approval of the City.

**SECTION 11. Assignment.**

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of CITY. However, the Agreement shall run to the CITY and its successors.

**SECTION 12. Indemnification of CITY.**

CONSULTANT shall indemnify and save harmless and defend CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of CONSULTANT, its agents, servants or employees in the performance of services under this Agreement.

CONSULTANT further agrees to indemnify, save harmless and defend CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatever kind or nature arising out of misconduct of CONSULTANT for which the CITY, its agents, servants or employees are or are alleged to be liable.

The execution of this Agreement by CONSULTANT shall obligate CONSULTANT to comply with the foregoing indemnification provision, however, the collateral obligation of insuring this indemnity must be complied with as set forth below in Section 13.

**SECTION 13. Insurance.**

CONSULTANT shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance as will assure to CITY the protection contained in the foregoing Indemnification undertaken by CONSULTANT. The Comprehensive General Liability policy shall clearly identify the foregoing indemnification as insured under this Section.

Such policy or policies shall be issued by United States Treasury or approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall specifically protect CITY by naming CITY as a named insured under the Comprehensive General Liability Insurance policy hereinafter described. The Professional Liability policy or certificate shall reference this Project.

(a) Professional Liability Insurance

The limits of liability provided by such policy shall be no less than Five Hundred Thousand Dollars (\$500,000.00) to assure CITY the indemnification specified in SECTION 12.

(b) Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal Laws, up to the statutory amount and shall include Employer Liability, with a limit of \$100,000.00 each accident.

(c) Comprehensive General Liability with minimum limits of \$500,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:  
Premises and/or Operations.

Independent Contractors.

Broad Form Property Damage.

Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

CITY is to be included as an "Additional Insured" with respect to liability arising out of operations performed for CITY by or on behalf of CONSULTANT or acts or omissions of CONSULTANT in connection with such operation.

(d) Business Automobile Liability with minimum limits of \$300,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles.

Hired and non-owned vehicles.

Employers' non-ownership.

Notice of Cancellation and/or Restriction - The policy(s) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

(f) CONSULTANT shall provide to CITY a Certification of Insurance or a copy of all insurance policies required by this Section. The CITY reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that CITY shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

SECTION 14. Attorneys' Fees.

If CITY incurs any expense in enforcing the terms of this Agreement whether suit be brought or not, CONSULTANT agrees to pay all costs and expenses including, but not limited to court costs, interest and reasonable attorneys' fees.

SECTION 15. All Prior Agreements Superseded.

(a) 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.

(b) It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 16. Notices.

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States Mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified and the plan for giving of notice shall remain such until it shall be changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR THE CITY OF POMPANO BEACH  
E. F. Kleingartner, Planning and  
Growth Management Director  
Post Office Box 1300  
Pompano Beach, Florida 33061

FOR CONSULTANT  
Walter H. Keller, Jr., President  
Walter H. Keller, Jr., Inc.  
Post Office Box 9740  
10211 West Sample Road, Suite 204  
Coral Springs, Florida 33075-9740

SECTION 18. Severability

If any provision of this Agreement shall be declared illegal, void or unenforceable by a Court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

Witnesses:  
John McManis

CITY OF BOMBARO BEACH  
By: E. Pat Larkins  
E. Pat Larkins, Mayor

Michael O. Shusting

This 17 day of February, 1987

By: James E. Soderlund  
James E. Soderlund, City Manager

This 17 day of February, 1987

ATTEST:

Thermodotti Keuwo  
City Clerk

Approved as to Form:

Donald G. Cahern  
City Attorney

Witnesses:

Ann Galati

Nancy Sullivan

WALTER H. KELLER, JR., INC.  
By: Walter H. Keller, Jr.  
Walter H. Keller, Jr.  
President  
This 10<sup>th</sup> day of February, 1987

## EXHIBIT "A"

### SCOPE OF SERVICES Pompano Beach Base and Zoning Maps

#### Task 1.0 - Data Collection

The consultant will meet with City staff and collect blueline copies of engineering base maps (sheets 1-193) at a scale of 1" = 200'. The consultant will need to contact the Recording Section of Broward County's Engineering Division to determine whether the City engineering base maps include all plats recorded as of the effective date of this contract. The consultant will review with the City Staff any proposed changes to the collected maps and or information desired by the City to be included in the sectional maps. The consultant will also collect existing zoning information.

#### Task 2.0 - Prepare Sectional Maps

##### Subtask 2.1 - Prepare Detailed Description of Sectional Maps

The consultant will prepare a detailed description of proposed boundaries for each sectional map. Sectional maps shall show City limits, subdivisions, plats, block numbers, lot numbers, street and lot dimensions and ordinance numbers which reference vacated rights-of-way.

##### Subtask 2.2 - Prepare Initial Sectional Maps for Photocopying

The consultant will piece together the engineering department's 1" = 200' base maps into eighteen (18) sectional maps depicting whole City square mile sections. Two (2) miscellaneous sectional maps will also be provided to provide mapping for portions of the City which lie outside of standard square mile section areas.

##### Subtask 2.3 - Photocopy Sectional Maps

The consultant will subcontract to a local source the task of preparing the reproducible sectional maps at the scale of 1" = 300'. These maps will include all of the information provided in the engineering department's base maps and will only be utilized as work reference maps for digitizing.

##### Subtask 2.4 - Digitize Sectional Maps

The consultant will utilize the work reference maps prepared in Subtask 2.3 as a basis for digitizing relevant information. A series of FLEXIGRAPHIX overlays will be prepared for the information described under Subtask 2.1. Information will also be included for graphic scaling, north arrows, sectional location relative to the entire City, generalized notes and legend. Twenty (20) sectional maps will be prepared at a scale of 1" = 300' for the entire City. An index sheet will also be provided.

##### Subtask 2.5 - Review Sectional Maps with City

The consultant will review the results of subtask 2.4 with Planning and Growth Management Department staff. Based on that review, the consultant will modify maps as appropriate. With completion of this task one set of original sectional sheet base maps will be prepared and the Consultant will provide to the City one set of twenty (20)

reproducible mylar sectional base maps on 24" x 36" size sheets.

**Subtask 2.6 - Prepare Sectional Zoning Maps**

The consultant will use the final sectional base maps prepared from Subtask 2.5 and zoning information from Task 1.0 to prepare maps reflecting current zoning on each of the twenty (20) sectional maps.

**Subtask 2.7 - Review Sectional Zoning Maps with City**

The consultant will review the results of subtask 2.6 with Planning and Growth Management Department staff. Based on that review, the consultant will modify the zoning maps as appropriate. With completion of this task one set of original sectional zoning maps will be prepared and the consultant will provide to the City one set of twenty (20) reproducible mylar sectional zoning maps on 24" x 36" size sheets

**Task 3.0 - Prepare City Zoning Map**

The consultant will utilize the sectional base maps prepared in subtask 2.5 and subcontract with a photographic source to produce two photographic mylar base maps of the entire City at scales of 1" = 600' and 1" = 1000'. The consultant will also use the results of the sectional zoning maps subtask 2.7 and also have two photographic mylar zoning maps prepared for the entire City area at scales of 1" = 600' and 1" = 1000'.

**Task 4.0 - Submit Data/Map Files to the City**

**Subtask 4.1 - Submit Data/Map Files**

The consultant will provide documentation and a description of data/map files utilized to prepare the sectional base and zoning maps for the City.

**Subtask 4.2 - Provide FLEXIGRAPHIX Assistance**

The consultant will provide the City with the FLEXIGRAPHIX Software upgrade disk and software documentation. The consultant will instruct the City in the use and operation of FLEXIGRAPHIX version used in preparation of the City's base maps.

TECHNICAL STUDIES MANHOOR ESTIMATE

JOB: Pompano Beach Base and Zoning Maps

DATE: December 10, 1986

TASK - SUBTASK ITEMS	COST/ TASK/SUB	HRS/ SUBTASK	TOTAL	Proj Mgr			Comp			
			HRS/ TASK	Prin'cpl	Sc Plr	Engr	Plr	Tech	Drftsmn	Clerical
<b>DATA COLLECTION ACTIVITIES</b>										
Obtain City Maps	\$40	1		-	1	-	-	-	-	-
COST FOR TASK 1	\$40		1	0	1	0	0	0	0	0
<b>PREPARE SECTIONAL MAPS</b>										
Description of Maps	\$310	10		1	1	-	-	8	-	-
Arrange Maps for Copying	\$316	13		-	1	-	-	-	12	-
Photocopy Maps	\$70	3		-	1	-	-	-	-	2
Digitize Sectional Maps	\$9,420	378		4	30	-	-	24	320	-
Review Maps with City	\$50	1		1	-	-	-	-	-	-
Sectional Zoning Maps	\$2,210	89		1	8	-	-	-	80	-
Review Sec Zoning Maps	\$50	1		1	-	-	-	-	-	-
COST FOR TASK 2	\$12,426		495	8	41	0	0	32	412	2
<b>PREPARE CITY ZONING MAP</b>										
City Zoning Maps	\$519	18		1	4	-	-	4	8	1
City Base Map	\$267	10		1	-	-	-	4	4	1
COST FOR TASK 3	\$786		28	2	4	0	0	8	12	2
<b>PROVIDE DATA/MAP FILES</b>										
Submit Data/Map Files	\$105	3		1	-	-	-	2	-	-
Provide FLEX Assistance	\$105	3		1	-	-	-	2	-	-
COST FOR TASK 4	\$210		6	2	0	0	0	4	0	0
	\$13,462		530	12	46	0	0	44	424	4
	Hourly Rates		\$50.00	\$40.00	\$40.00	\$30.00	\$27.50	\$23.00	\$15.00	
	Staff Cost		\$600	\$1,840	\$0	\$0	\$1,210	\$9,752	\$60	
	<b>Total Staff Cost</b>		<b>\$13,462</b>							

EXPENSES

Photo Reduction of City 1"-200' Sheets to 1"-300' 20 @ \$10 each	\$200.00
Photo Mylar of City Base Map @ 1" - 1000'	\$45.00
Photo Mylar of City Zoning Map @ 1" - 600'	\$125.00
Miscellaneous Blueprinting - (24" x 36") @ \$1.00 ea for 60 Sheets	\$60.00
(30" x 42") @ \$1.50 ea for 6 Sheets	\$9.00
(42" x 72") @ \$4.00 ea for 6 Sheets	\$24.00
	<b>\$463.00</b>