

DOCUMENT ROUTING FORM

① of each agreement 9/20/12 L

NAME OF DOCUMENT: Event Agreements with the City of Fort Lauderdale as follows: 1) Covenant House Florida, Inc. 2) Greater Fort Lauderdale Road Runners Club.

12 SEP 3 41 PM '12

Approved Comm. Mtg. on August 21, 2012 CAR# 12-1248

ITEM: ☒ M - 01 ☐ PH - ☐ O - ☐ CR - ☐ R

Routing Origin: ☐ CAO ☐ ENG. ☐ COMM. DEV. ☐ OTHER

Also attached: ☐ copy of CAR ☐ copy of document ☐ ACM Form ☐ # originals

By: forwarded to:
Initials

1.) Approved as to Content:

[Signature]
Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED ☐ YES ☐ NO
Capital Improvement Projects

2.) Approved as to Funds Available: by Date:
Finance Director

Amount Required by Contract/Agreement \$ Funding Source:

Dept./Div. Index/Sub-object Project #

3.) City Attorney's Office: Approved as to Form: # Originals to City Mgr. By:

Harry A. Stewart	Cole Copertino	<i>[Signature]</i>	Robert B. Dunckel
Ginger Wald	D'Wayne Spence		Paul G. Bangel
Carrie Sarver	DJ Williams-Persad		

4.) Approved as to content: Assistant City Manager:

By: Stanley Hawthorne, Assistant City Manager By: Susanne Torriente, Assistant City Manager

5.) Acting City Manager: Please sign as indicated and forward :# originals to Mayor.

6.) Mayor: Please sign as indicated and forward :# originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: retains one original document and forwards _____ original documents to _____

☐ Copy of document to ☐ Original Route form to

☐ Attach _____ certified copies of Reso. # ☐ Fill-in date

RECEIVED
FT. LAUDERDALE
CITY ATTORNEY'S OFFICE
2012 AUG 28 PM 2:06

CITY OF FORT LAUDERDALE
OUTDOOR EVENT AGREEMENT

THIS AGREEMENT is made by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State
of Florida, referred to hereinafter as "City",

and

GREATER FORT LAUDERDALE ROAD RUNNERS CLUB, INC.,
a non-profit corporation organized under the laws of Florida, whose
principal place of business is 299 SE 1st Terrace, Pompano Beach, Florida
33060-7144 and who is referred to hereinafter as "Applicant" or
"Sponsor".

WHEREAS, the Applicant wishes to hold an outdoor event and has submitted an application pursuant to the requirements of Section 15-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida; and

WHEREAS, the Applicant is willing to obtain the requisite insurance, and is willing to indemnify and hold harmless the City of Fort Lauderdale for any damage to persons or property that might occur during or as a result of the outdoor event; and

WHEREAS, on August 21, 2012, by Motion, the City Commission of the City of Fort Lauderdale authorized the proper City officials to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

The foregoing recitals are true and correct, and:

1. Effective Date.

The Effective Date of this Agreement is the date upon which City Commission approval is granted.

2. Outdoor Event.

The Applicant is permitted to operate or sponsor the "Beach Bash 5K" (referred to hereinafter as the "Event") outdoors only at the location(s) and time(s) set forth in the attached Outdoor Event Agreement Schedule One, which is attached hereto and made a part hereof.

3. General Requirements.

- (1) If the Event includes use of fireworks, in advance of the Event the Applicant shall obtain a fireworks permit from the City's fire department. The Applicant shall comply with all applicable state laws regarding the use of fireworks.
- (2) The Applicant shall provide sanitary facilities of the type and in a number specified by the requirements established by the City's building and zoning department.
- (3) The Applicant shall coordinate with staff of the City's building department who will schedule appropriate City staff to conduct electrical inspections of all electrical facilities whether power is supplied by local utilities or is self-provided by generator systems. The Applicant shall permit the City staff to conduct electrical inspections of all electrical facilities.
- (4) If the Event includes the sale or distribution of any food or beverages, the Applicant shall comply with all applicable state, county and City food service requirements.
- (5) If the Event includes use of tents, awnings, or canopies, in advance of the Event the Applicant shall submit current flameproof certificates to the City's fire department. The Applicant shall not hold or sponsor the Event until the fire department has provided written approval of the use of any tents, awnings, or canopies.
- (6) In advance of the Event the Applicant shall submit a written plan to the City police department that regards crowd control and traffic control. The Applicant shall not hold or sponsor the Event until the police department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the crowd control and traffic control plan.
- (7) In advance of the Event the Applicant shall submit a written plan to the City's fire department that regards fire safety. The Applicant shall not hold or sponsor the Event until the fire department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the fire safety plan.
- (8) Unless the Applicant meets the requirements for exception found in Section 15-184 of the Code of Ordinances of the City of Fort Lauderdale, Florida, in advance of the Event the Applicant shall provide a certificate of insurance satisfactory to the City's Risk Manager. The certificate shall show that the

Applicant has obtained comprehensive general liability insurance with a policy limit of no less than one million dollars combined single limit coverage, which shall include property damage, bodily injury, and death. The "City of Fort Lauderdale" shall be named as an additional insured. If the Event includes the dispensing, serving, sale, or distribution of any alcoholic beverage, the Applicant shall in addition provide liquor liability insurance with a policy limit of no less than of five hundred thousand dollars. The Applicant shall not hold or sponsor the Event until the City's Risk Manager has provided written approval of the Applicant's certificate of insurance or insurance policy.

- (9) The Applicant shall indemnify and hold harmless the city for any damage to person or property that occurs during or as a result of the operation of the Event.
- (10) In advance of the Event the Applicant shall submit a written plan to the City's parks and recreation department that indicates the proposed location of any temporary structure, such as a barricade, fence, tent, concession stand, ticket booth, grandstand. The written plan shall include information about the planned removal of any temporary structure after the Event. The Applicant shall not hold or sponsor the Event or erect any temporary structure until the City's parks and recreation department has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.

4. Restoration of public property.

If the Event includes use of public property the Applicant shall be responsible for, and shall maintain, all areas of the public property used. Maintenance means the prompt and complete removal of Event-generated trash or debris and the repair or restoration of any public property that was damaged as a result of the Event. Public property means real and personal property that is not privately owned and includes, but is not limited to, any sidewalk or paved surface, any tree, plant, shrub, bench, light fixture, traffic signal, parking meter, trash barrel or sign.

The City shall inspect the Event site location(s) for damage within twenty-four hours of the conclusion of the Event and the City shall provide the Applicant with a written report of any damage found on public property. The report shall state the cost of repair(s) necessary to restore the public property. Within fourteen days of the Applicant's receipt of this report the Applicant shall pay the cost of repair or challenge the City's report by a writing addressed to the Director of the City's parks and recreation department. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

5. Reimbursement of expenses.

Should the City incur expenses as a result of the Event the City shall provide the Applicant with an invoice of expenses. Within fourteen days of the Applicant's receipt of any invoice the Applicant shall pay the invoice or challenge the City's invoice by a writing addressed to the Director of the City's parks and recreation department. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

6. Authority of the City of Fort Lauderdale City Manager.

The City of Fort Lauderdale City Manager and his designee, the Director of the City of Fort Lauderdale parks and recreation department (referred to hereinafter as "the Director") shall have the authority to suspend all or any part of the Event when the City Manager or the Director determines that the Event, or its attendees, or its spectators, pose(s) a threat to the public health, safety, or welfare.

7. Compliance with laws.

- (1) The Applicant shall at all times comply with all federal and state laws or statutes, and with the rules, regulations, and ordinances of City and any other governmental agency having jurisdiction including, but not limited to, those relating to noise, building, zoning, gambling, fire protection, liquor regulation, and hours of operation. The Applicant shall further take all precautions and use extreme care to conduct its operations in a safe and prudent manner with respect to its agents, employees and visitors to its Event.
- (2) The Applicant shall comply with the applicable sections of the Americans with Disabilities Act of 1990 (42 U.S.C. 126), which prohibits discrimination of handicapped individuals by denying them the right to participate in or benefit from the services provided at the Event. The Applicant understands that it is responsible for compliance with this Act. The Applicant guarantees that individuals with disabilities will be able to attend, enter, and use all the facilities at the Event.
- (3) The Applicant agrees to secure and pay for all licenses and permits required by any governmental agency having jurisdiction, including City. If the Event includes the use of any item that is or that may be protected from infringement, such as but not limited to copyrights, patents and trademarks, the Applicant shall, in advance of the Event, provide City with documentation that shows that the Applicant has obtained the applicable license, permit or permission and that all associated all fees have been paid in full. The provisions of this paragraph apply specifically, but not exclusively, to ASCAP, BMI, SESAC, and any other similar

organization that may require written permission and payment of a fee for use of protected material

8. Transfer of Rights.

To the extent this Agreement creates rights that vest in the Applicant, the Applicant shall not transfer any rights to any other individual or entity.

9. Venue.

Venue to enforce the provisions of this agreement shall be Broward County, Florida.

10. Incorporation.

This Outdoor Event Agreement, together with the attached Schedule One constitute the whole of the Agreement between the parties. The written approvals issued by the various City departments or staff members and the various documents submitted by the Applicant, including the application, are supplemental to this Agreement. In the event of a conflict, the terms of this Agreement control.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

19th IN WITNESS WHEREOF, the parties hereto have set their hands and seals this the
day of September, 2012.

WITNESSES:

CITY OF FORT LAUDERDALE

Safra Ali
Safra Ali
[Witness print/type name]

Guia Penedo
Guia D. Penedo
[Witness print/type name]

[Signature]
Mayor

[Signature]
City Manager

ATTEST:

[Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney

WITNESSES:

GREATER FORT LAUDERDALE ROAD
RUNNERS CLUB, INC.

[Signature]
ROBERT A. BARNARD
[Witness print/type name]

[Signature]
MARIA FLETCHER
[Witness print/type name]

(CORPORATE SEAL)

By [Signature]
CYNTHIA A. RAJE-BARNARD, PRESIDENT
[Print/type name and title]

ATTEST:

[Signature]
Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 6 day of
AUGUST, 2012, by Cynthia Rae Barnard, as president of
GREATER FORT LAUDERDALE ROAD RUNNERS CLUB, INC. He/She is personally
known to me or has produced _____ as identification.

(SEAL)

NOTARY PUBLIC-STATE OF FLORIDA
Laura Montanaro
Commission #DD893161
Expires: JUNE 07, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
Notary Public, State of Florida (Signature of
Notary Taking Acknowledgment)

Laura Montanaro
Name of Notary Typed, Printed or Stamped

My Commission Expires:

June 7, 2013
Commission Number

SCHEDULE ONE

1. Name of Applicant: The Greater Fort Lauderdale Road Runners Club
2. Name of Outdoor Event: Beach Bash 5K
3. Date and time of Event: Saturday, September 22, 2012 (7 AM- 9:30 AM)
4. Event Location: Fort Lauderdale Beach Park- 1100 Seabreeze Blvd
5. Road Closings: No- Race will leave the south end of the Fort
 Lauderdale Beach parking lot head north on A1A
 Sidewalks to Sunrise Blvd and return on the
 Sidewalks.
6. Alcohol: No

CITY OF FORT LAUDERDALE OUTDOOR EVENT APPLICATION



\$100 Fee
must
accompany
application

Application must be filled out completely. In DARK ink or type, and submitted at least 90 days ahead of your planned event.

The application will be reviewed by our administrative staff to determine the following criteria:

1. Facility requested
2. Compliance with City ordinances
3. Special permits required
4. Charges your organization will incur when City assistance and/or services are required
5. Security requirements

Before receiving final approval from the City Commission, the applicant (and production company, if applicable) must furnish the City of Fort Lauderdale with an original certificate of liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the City Risk Manager. *The Insurance must name the City of Fort Lauderdale as an additional insured.* If alcohol is being served at the event, a certificate of liquor liability insurance in the amount of \$500,000 naming the City as additionally insured must also be provided.

PART I: EVENT REQUEST

Event name: **BEACH BASH 5K**

Purpose of event: **Charity Fun Run / Walk**

Requested location: **SOUTH BEACH PARK ACROSS FROM BIHIA MAR**

Estimated daily attendance: **200**

Requested dates and time of event (NOT including set up and tear down)

	DATE	DAY	BEGIN	END
EVENT DAY 1:	9/22/12	Saturday	7:00 AM	9:30 AM
EVENT DAY 2:	_____	_____	_____AM/PM	_____AM/PM
EVENT DAY 3:	_____	_____	_____AM/PM	_____AM/PM

Set up for event will begin on: **SATURDAY SEPT 22ND at 4:30 AM**

	Date	Time
Break down will be completed by:	SATURDAY SEPT 22ND	at 10:00 AM
	Date	Time

Will your event require road closings? **NO**

If yes, list requested streets and times in:

This is a fundraising 5K Run for the Greater Fort Lauderdale Road Runners Club

- North on the sidewalk from the Park to just north of Sunrise Blvd., and back

******PLEASE NOTE****** You are required to secure barricades and/or directional traffic signage from a traffic sign rental company. A layout of your traffic plan must be attached to this application and must include the placement and number of barricades, signs, directional arrows, cones, and message boards, as well as the name of the company you will be using. Your traffic plan must be approved by the Police Dept. who may terminate any event taking place without the proper use of barricades. If you need assistance in this area you may contact Gina Rivera at (954) 828-5786.

Will your road closings affect access to parking spaces or parking lots? **No**

******PLEASE NOTE****** According to City policy, all road closings which result in loss of revenue from inaccessible parking spaces, will be billed to the event organizer and must be paid in full before the event will be allowed to take place. For additional details regarding this charge, please call Keela Black at 828-3794.

Has this event been held in the past? **NO**

If yes, please list past dates and locations:

PART II: APPLICANT

Organization name: **The Greater Fort Lauderdale Road Runners Club**
(as it appears in articles of Incorporation)

Address: **PO Box 2512,**

City, State, Zip Code: **Fort Lauderdale, FL 33303-25112**

Phone: **954-245-9015** Fax: **954-786-8645**

Non Profit Organization? **Yes** Tax ID #: **85-8013231043C-2**

Corporation name: **The Greater Fort Lauderdale Road Runners Club**

Date of Incorporation: **9/17/1972** State incorporated in: **FL**

Federal ID #: **59-6583560**

Two authorizing officials for the organization:

President: **Cynthia A. Raes - Barnard** Phone: **954-461-5515**

Secretary: **Ellen Bor** Phone: **954-670-9869**

Event Coordinator: **Robert A. Barnard**

Title: **Race Director** Phone: (cell) **954-245-9015**

E-mail address: **bob@gflrrc.org** Fax:

raesbarnard. a bellsonth. ne

Additional contact Person: _____

Title: _____ Phone: _____ Cell: _____

E-mail address: _____ Fax: _____

Event production company (if other than applicant): _____

Address: _____ City, State, Zip: _____

Contact person: _____ Title: _____

Phone: (day) _____ (night) _____ (cell) _____

E-mail address: _____ (fax) _____

PART III: EVENT INFORMATION

Detailed event description: **5K Run / Walk**

Are you planning to charge admission? **Yes**
If yes, how much? Free to Members, \$10 to Non-members & \$15 race day

Are you requesting to fence the event? **No**

Are you planning on having any type of concession? **No**
If yes, State Health Department must be notified 10 days prior to event.
Call John Litscher at 954-632-8094.

Are you planning on selling alcoholic beverages? **No**
If yes, how will the beverages be served? (Draft truck, cold plate, mini-bar, beer tub, table service, etc.) _____

Are you planning on serving free alcoholic beverages? **No**
If yes, who will you be giving it to? _____

Are you planning to play or have music? **Yes**

If yes, please describe in detail (Amplified? Acoustic? Type?)
Amplified & Acoustic at race site and Acoustic on the Course

Are you planning to have any type of amusement rides? **No**
If yes, name of company: _____
What type of rides are you planning? _____

(All rides must be approved by the State of Florida Bureau of Fair Rides and all permits must be secured prior to opening. Contact Ron Jacobs at jacobsr@doacs.state.fl.us or (850) 488-9790).

Who will provide clean up services?: **GFLRRC Volunteers**
(Company name)

Name: _____ Phone: _____

*Note: All grounds must be cleaned up **immediately** after completion of event.

Events requiring electricity are the responsibility of the applicant. All permits must be obtained through the City's Building Department at (954) 828-5191 before setting up.

Company: _____

Name of electrician: _____ Phone: _____

License #: _____

All security requirements will be determined by the City of Fort Lauderdale Police Department. EMS is required by City Ordinance to be onsite during all outdoor events.

Please attach a copy of your proposed event site plan including stage(s), other types of entertainment, activities, booths, restrooms, dumpsters, fencing, etc.

The information I have provided on this application is true and complete to the best of my knowledge. If this application is approved, I understand that I must furnish an original certificate of General Liability Insurance naming the City of Fort Lauderdale as additionally insured, and an original certificate of liquor liability insurance if alcohol is being served. I understand that a Parks and Recreation sponsored activity has precedence over the above schedule and I will be notified if any conflicts arise.

In addition, when approval for the event is given by the City Commission, that approval is contingent upon review and approval of the event agreement by the City Attorney's Office.

Signature of applicant

Ad Director

Title

Date

Please return completed application at least 90 days ahead of your planned event, along with \$100.00 application fee (payable to the City of Fort Lauderdale) to:

**Jeff Meehan
Outdoor Event Coordinator
1350 W. Broward Boulevard
Fort Lauderdale, FL 33312**

E-mail address: jmeehan@fortlauderdale.gov
Phone: (954) 828-6075

IRE DEPARTMENT QUESTIONNAIRE

PREVENTION

1. Are you planning to have canopies (no sides) for this event? **Yes**

How many and what sizes? **(4) 10 x 10 / (2) 10 x 20**

Name of Company: **GFLRRC**

A building permit is required. Please contact Lt. Jeff Lucas at 954-828-5892.

2. Are you planning to have tents (have slides) for this event? **No**

How many and what sizes? _____

Name of Company: _____

In addition to a building permit, exit signs, emergency lights, fire extinguishers, and "No Smoking" signs are required for tents. A fire watch at overtime rate may apply. Please contact Lt. Jeff Lucas at 954-828-5892.

3. Are you planning to have fireworks? **No**

Name of company conducting the show: _____

A Fireworks permit is required for all pyrotechnics displays. Please contact Lt. D'Agostino at 954-828-5884.

4. Are you having food vendors? **No**

How many and what kind? _____

A fire extinguisher is required for each food booth. If a propane tank is used for a fuel source, it must be secured on the outside of the booth. A Fire inspection is required for all food booths. If the inspection is during non-working hours the cost will be \$50 - \$60 per hour.

OPERATIONS/EMS

Special Event Detail Guidelines:

- * One rescue unit/cart for 500 to 5,000 people in attendance (sustained attendance)
- * Two rescue units/carts for 5,000 to 10,000 plus people in attendance (sustained attendance)
- * One command person if two or more rescue units/carts. One more rescue unit/cart per 5,000 additional people.

The number of rescue units and paramedics is determined according to attendance and other risk factors.

1. Does your event require EMS medical standby services based on the guidelines above?

Yes

2. What is your estimated sustained attendance? **200**

3. On-site contact?

NAME **Cynthia Raes - Barnard** PHONE **954-461-5515**

A minimum of 4 hours will be charged for all special event details. 30 minutes will be added to the pre and post event times (totaling 1 hour), allowing for travel and preparation for the event.

POLICE DEPARTMENT QUESTIONNAIRE

1. Does your event require use of police vehicles?

Yes

If yes, you must provide a certificate of liability insurance that includes automobile comprehensive and collision, and worker's compensation, for damage or incidents that occur in non-police action while in our employment, in addition to the required \$1,000,000 general liability naming the City as additional insured as required for all events

2. Is this a new or previously held event? **New**
Previous date(s)?

Any established security, traffic, or other appropriate plan(s)? **No**

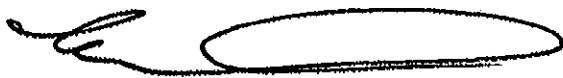
If yes, besides Fort Lauderdale Police, who will you be using for this plan?
(private security company, volunteers, etc.)

4. Do you have an established detail of off-duty officers? **No**
If yes, who is your Police department contact?

5. Any notable entertainers or special circumstances scheduled for your event?
No

Who/What? _____

I understand the off duty rate for Police personnel for ALL special events is calculated at a 3-hour minimum rate. The hourly rate and costs to be incurred by the event organizer will be quoted on the City of Ft. Lauderdale Special Events "Cost Estimate" worksheet developed at the Special Events logistics meeting and provided to the organizer.



Signature

Date 2/12/12

Memorandum

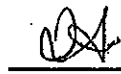
To: Harry Stewart, City Attorney
From: Jeff Meehan, Outdoor Event Coordinator
Date: August 1, 2012
Re: Request for Event Agreement

Beach Bash 5K

Please ask your staff to prepare an event agreement for the above named event. Attached to this memo is the application, proof of corporate identification and Schedule 1, which should be attached to the agreement as an exhibit. In addition, the following City Departments have reviewed and approved the plans:

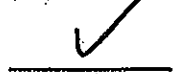


City Police Department has reviewed the application and requires/does not require the applicant to pay for security personnel for crowd control and traffic direction purposes.



and

City Fire Department has reviewed the application and approved the proposed safety staffing plan.



City Risk Manager has reviewed and approved the Certificate of Insurance.
___ comprehensive general liability insurance, one million dollars (\$1,000,000).
___ liquor liability insurance, five hundred thousand dollars (\$500,000).



City Building Department has reviewed and approved the proposed use of temporary structures and electrical facilities.



City Parks and Recreation Department has reviewed and approved the proposed set-up, clean-up plan.



Other City Department: Parking Enforcement has reviewed and approved the proposed plan.

Please contact me at (954) 828-6075 if you have any questions. Thank you.

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Detail by Entity Name

Florida Non Profit Corporation

GREATER FORT LAUDERDALE ROAD RUNNERS CLUB, INC.

Filing Information

Document Number 732862
FEI/EIN Number 596583560
Date Filed 05/28/1975
State FL
Status ACTIVE
Last Event CANCEL ADM DISS/REV
Event Date Filed 12/21/2009
Event Effective Date NONE

Principal Address

299 SE 1ST TERRACE
POMPANO BEACH FL 33060-7144

Changed 02/15/2011

Mailing Address

P. O. BOX 2512
FT. LAUDERDALE FL 33303-2512

Changed 08/12/1992

Registered Agent Name & Address

BARNARD, ROBERT A RA
299 SE 1ST TERR
POMPANO BEACH FL 33060-7144

Name Changed: 01/26/2006

Address Changed: 01/24/2003

Officer/Director Detail

Name & Address

Title DIRE

RAES - BARNARD, CYNTHIA A PRES
299 SE 1ST TERRACE
POMPANO BEACH FL 33060-7144

Title DIRE

TOM, COCCIA VP
3001 NW 112TH AVE.,
CORAL SPRINGS FL 33065

Title DIRE

ELLEN, BOR TREA
5465 NE 4TH AVENUE
FORT LAUDERDALE FL 33334

Title DIRE

BOB, SCHNELL SEC
6241 NW 72ND WAY
PARKLAND FL 33067

Annual Reports**Report Year Filed Date**

2010	01/21/2010
2011	02/15/2011
2012	01/03/2012

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06/14/1996 -- ANNUAL REPORT	View image in PDF format
07/13/1995 -- ANNUAL REPORT	View image in PDF format

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